



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

**MONDAY, JULY 22, 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

Michael F Atlas-Acuna, President, Temple Emanuel
Board of Directors

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Chris Harner Day - Tuesday, July 23, 2024", Deputy Fire Chief Chris Harner

E2 Recognition Presentation: "2024-25 Colorado State Fair Fiesta Queen and Court" - Karina Ruiz Salcido, Brielle Baca, Aleah Cruz, Dulce Valenzuela, Alondra Solis Ayala

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 July 08, 2024, as distributed.

J1 City Council Minutes 070824

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 \$2,034,976.00 to Russ Grading and Excavating LLC and setting forth \$406,995.00 for contingencies, for Project No. 24-082 (WWAN01) 2024 Small Main Remove and Replace Project and authorizing the Purchasing Agent to execute the same.
- M2 A Resolution awarding a construction contract in the amount of \$376,593.75 to Nunez Construction, Inc. for Project No. 24-068, Concrete Improvements - West 29th Street Phase 2 (High Street to Wills Boulevard), setting forth \$78,406.25 for contingencies, and authorizing the Purchasing Agent to execute same
- M3 A Resolution awarding an agreement for Professional Engineering Services in the amount of \$152,385.00 to Dibble & Associates Consulting Engineers, Inc., an Arizona Corporation, for Project No. 24-039 Design of Westside Trail (Wildhorse Trail) and authorizing the Purchasing Agent to execute same
- M4 A Resolution ratifying an emergency construction contract in the amount of \$134,346.49 with Parker Excavating, Inc. For Emergency Sanitary sewer point repair at 206 Broadway Ave, Project No. 20-059 (WWAN03) and approving the Purchasing Agent's execution of the same.
- M5 A Resolution ratifying an emergency construction contract in the amount of \$25,831.13 with K.R. Swerdfeger Construction, Inc. For Emergency Sanitary sewer point repair at 1001 Lake Ave, for Project No. 20-059 (WWAN03) and approving the Purchasing Agent's execution of the same.
- M6 A Resolution awarding a construction contract in the amount of \$19,171.80 to Balance Concrete, LLC. for Project No. 24-089, Concrete Improvements - Cambridge Avenue and Amherst Avenue, setting forth \$5,000 for contingencies, and authorizing the Purchasing Agent to execute same
- M7 A Resolution awarding a construction contract in the amount of \$19,119.00 to Balance Concrete, LLC., for Project No. 24-090, Concrete Improvements - Massari Road and Hampton Lane and Court, setting forth \$5,000 for contingencies, and authorizing the Purchasing Agent to execute same
- M8 A Resolution ratifying PACOG's joint reappointment of Dennis Maroney to the Pueblo Conservancy District
- M9 A Resolution ratifying PACOG's joint appointment of Jason Olds to the Electrical Board of Appeals - Journeyman position
- M10 A Resolution ratifying PACOG's joint reappointment of Patrick Grubb to to the Mechanical Board of Appeals - Journeyman position
- M11 A Resolution authorizing the issuance of a revocable permit (REV-24-15) to the Diocese of Pueblo for the use of the public right-of-way along Clark Street from B Street to the southern terminus adjacent to the Arkansas River levee for the purpose of hosting Our Lady of Mount Carmel's annual festival and procession from July 13, 2024, at 8:00 a.m., through July 15, 2024, at 5:00 p.m.
- M12 A Resolution adopting new policies and procedures for research, retrieval, and copying of public records and criminal justice records
- M13 A Resolution in opposition to Black Hills Colorado Electric, LLC'S request before the Colorado Public Utilities Commission to raise electrical rates within the City of Pueblo

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance approving three Main Extension Agreements between the City of Pueblo, a Colorado Municipal Corporation, and the Board of Water Works of Pueblo, Colorado related to the extension of water mains to serve the City's three new fire stations, and authorizing the Mayor to execute said agreements
- N2 An Ordinance approving a memorandum of agreement and easement agreement by and between the State of Colorado, acting by and through the Colorado State Fair Authority, and the City of Pueblo, a Colorado Municipal Corporation, relating to reconstruction and maintenance of the ADA ramp and improvements at Mesa Avenue and Prairie Avenue and authorizing execution thereof by the Mayor
- N3 An Ordinance vacating a portion of Mechanic Street and Richmond Avenue and portions of a 20-foot alley in the Central Pueblo Subdivision generally located west of Santa Fe Drive and at the intersection of Mechanic Street and Richmond Avenue
- N4 An Ordinance approving the Historic Arkansas Riverwalk Project, Filing No. 4 Subdivision
- N5 An Ordinance approving and adopting the City of Pueblo's 2024-2025 Action Plan for the Community Development Block Grant (CDBG) and the Home Investment Partnership Act Grant (HOME), authorizing the Mayor of the City of Pueblo to submit the application together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development, and appropriating and budgeting CDBG and HOME funds therefore
- N6 An Ordinance authorizing assignment of a Private Activity Bond Allocation from the City of Pueblo to the Colorado Housing and Finance Authority pursuant to the Colorado Private Activity Bond Ceiling Allocation Act
- N7 An Ordinance approving and accepting a Colorado Resource For Emergency And Trauma Education (CREATE) Grant establishing Project No. PS2407 for Emergency And Trauma Education Grant, and budgeting and appropriating grant funds in the amount of \$25,000, which includes a ten percent cost match of \$2,500 for the purposes authorized by the grant agreement
- N8 An Ordinance amending Chapters 1 and 5 of Title IX of the Pueblo Municipal Code to update and revise the business licensing application and appeal process, amend the Lodging Facility licensing requirements, and provide penalties for violation thereof
- N9 An Ordinance approving and accepting a grant agreement and applicable conditions pertaining thereto with the State of Colorado Department of Law Peace Officer Standards and Training (POST), establishing project number PS2406, budgeting and appropriating funds into project PS2406, authorizing Mayor Graham to execute same and ratifying her signature thereto
- N10 An Ordinance approving and authorizing the Mayor to execute an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation and the County of Pueblo, a political subdivision of the State of Colorado, relating to the 2024 Special Municipal Election
- N11 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the special municipal election to be held on November 5, 2024, a proposed amendment to Sections 3-5 and 5-2 of the Charter of the City of Pueblo setting the maximum penalty for violation of the Charter and Pueblo Municipal Code and fixing the ballot title therefor
- N12 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the special municipal election to be held on November 5, 2024, proposed amendments to

Sections 1-5, 2-6, 2-10, 3-9, 3-18, 3-19, 3-20, 3-21, 6-1, 7-28, 8-12, 15-6, 17-6, 17-8, 17-9 and 17-10 of the Charter of the City of Pueblo and fixing the ballot title therefor

N13 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the Special Municipal Election to be held on November 5, 2024, A proposed amendment to Article 19 – recall of elected officers, of the Charter of the City of Pueblo and fixing the ballot title therefor

N14 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the Special Municipal Election to be held on November 5, 2024, proposed amendments to Sections 4-2, 17-2, 17-4, and 17-5 of the Charter of the City of Pueblo and fixing the ballot title therefor

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 August 12, 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 Genealogical Society of Hispanic America dba Fray Angelico Chavez Chapter in the amount of \$2,000 to sponsor the Annual Conference on September 27-29, 2024 at Colorado State University Pueblo

Q2 A Resolution authorizing payment from the council contingencies account in the 2024 general fund budget to Benevolent Endowment Fund of Pueblo Elks Lodge No. 90 in the amount of \$2,000 to sponsor the Elks Brotherhood Night at BPOE #90 Pueblo Ballroom on Saturday, August 10, 2024, at 5 p.m.

R. ORDINANCES – FINAL PRESENTATION

R1 An Ordinance changing the street name of Vision Hills Parkway to Carl Sitter Parkway - *Introduced July 08, 2024 by Councilor Regina Maestri*

R2 An Ordinance changing the street name of Tobias T Avenue to William Crawford Avenue - *Introduced July 08, 2024 by Councilor Regina Maestri*

R3 An Ordinance changing the street name of Dockum Road to Warren Dockum Road - *Introduced July 08, 2024 by Councilor Regina Maestri*

R4 An Ordinance amending zoning restrictions to rezone 1.74-acres from PUD, Pikes Peak Park Planned Unit Development District to S-1, Government Use District generally located east of North Pueblo Boulevard and north of West 24th Street - *Introduced July 08, 2024 by Councilor Regina Maestri*

R5 An Ordinance approving the grant agreement between the City of Pueblo and Caring For Colorado Foundation for the DOTS program and acceptance of \$7,500 for project PS2401 and authorizing the may to execute the same - *Introduced July 08, 2024 by Councilor Regina Maestri*

R6 An Ordinance to close out project PST2202 and transfer all remaining funds into the Public Safety Sales Tax (PSST) fund operating budget so these funds can be used by the Pueblo Police Department to upfit other vehicles and fund other public safety projects - *Introduced July 08, 2024 by Councilor Regina Maestri*

- R7 An Ordinance establishing Project Account CI2443 - Admin Offices Relocation Project; transferring, budgeting and appropriating funds from Project Account CI2426 - City Council and Department Relocation Project in the amount of \$2,000,000.00 into Project Account CI2443; approving, and authorizing the Mayor to execute a Contract to Buy and Sell Real Estate by and between the City of Pueblo, a Colorado Municipal Corporation, and CK Investments, a Colorado limited liability company, for the purchase of property legally described as Lot 1, Block 1, Kessler Subdivision within the City of Pueblo - *Introduced July 08, 2024 by Councilor Regina Maestri*
- R8 An Ordinance approving and authorizing the Mayor to sign a Subdivision Participation and Release Form with respect to the national opioids settlement reached with The Kroger Co. - *Introduced July 08, 2024 by Councilor Regina Maestri*
- R9 An Ordinance amending Section 10, Chapter 4 of Title VI of the Pueblo Municipal Code Relating to the residency requirement for certain unclassified employees. - *Introduced July 08, 2024 by Councilor Regina Maestri*

S. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor Dennis Flores may ask to be excused from the meeting due to a conflict of interest with agenda item number T-1.

T. COMMUNICATIONS

- T1 A Citizen Filed an Ethics Complaint against Councilor Dennis Flores

U. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, JULY 8, 2024 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Aliff called the meeting to order at 7:00 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: Sarah Martinez.

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

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

- Dave DeCenzo - Economic Development vs taxes
- Matalyn Craighead - Change of Use permit for Lifeblood tattoo
- Elvis Martinez - City Charter update/transparency

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Maestri, seconded by Councilor Flores, moved to postpone item R6 to the August 12,

2024 agenda and approve the agenda as amended.

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 062424

Councilor Flores, seconded by Councilor Maestri, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **June 24, 2024** as distributed.

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

K. CONSENT AGENDA

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A RESOLUTION SETTING FORTH \$800,000 FOR CONTINGENCIES FOR THE CONSTRUCTION CONTRACT TO H.W. HOUSTON CONSTRUCTION, FOR PROJECT NO. 23-048A, CONSTRUCTION OF BOATHOUSE AND CHANNEL EXTENSION FOR HISTORIC ARKANSAS RIVERWALK OF PUEBLO PHASE IV (HARP PHASE IV), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15675.

M2 A RESOLUTION AUTHORIZING FUNDS IN AN AMOUNT UP TO BUT NOT TO EXCEED \$250,000.00 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR THE PURPOSE OF RELOCATING OVERHEAD ELECTRIC FACILITIES UNDERGROUND WITH RESPECT TO THE FIRE STATION #6 PROJECT

This Resolution was assigned as 15676.

M3 A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS TOTALING \$262,343.67 IN THE AMOUNTS OF \$2,267.12 FROM PROJECT NO. CD1710, \$716.00 FROM PROJECT NO. CD1713, \$5,039.97 FROM PROJECT NO. CD1809, \$6,308.97 FROM PROJECT NO. CD1910, \$6,316.24 FROM PROJECT NO. CD1914, \$15,000.00 FROM PROJECT NO. CD2008, \$8,500.00 FROM PROJECT NO. CD2108, \$2,591.60 FROM PROJECT NO. CD2112, \$30,490.86 FROM PROJECT NO. CD2113, \$34,571.56 FROM PROJECT NO. CD2114, \$14,954.22 FROM PROJECT NO. CD2210, \$3,460.83 FROM PROJECT NO. CD2217, \$87,107.18 FROM PROJECT NO. CD2308, \$45,019.12 FROM PROJECT NO. CD2309 TO PROJECT NO. CD2310 AND AUTHORIZING EXPENDITURE THEREOF FOR ADA INFRASTRUCTURE IMPROVEMENTS ALONG BONFORTE BOULEVARD

This Resolution was assigned as 15677.

M4 A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE

AMOUNT OF \$4,592.88 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-022, CONCRETE IMPROVEMENTS - LYNDA LANE AND NORTHRIDGE DRIVE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15678.

M5 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JAMES SPITZER TO SERVE A THREE-YEAR TERM EXPIRING JULY 1, 2027 ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE IN THE COMMERCIAL SERVICE OPERATOR POSITION

This Resolution was assigned as 15679.

M6 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF CHRISTOPHER BRATNICK AND MATTHEW LARIMORE TO SERVE A FOUR-YEAR TERM EXPIRING AUGUST 1, 2028, ON THE HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD

This Resolution was assigned as 15680.

M7 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MODESTO CARTAGENA TO SERVE A FOUR-YEAR TERM EXPIRING AUGUST 1, 2028 ON THE LIQUOR AND BEER LICENSING BOARD

This Resolution was assigned as 15681.

M8 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF BRETT BOSTON TO COMPLETE A ONE-YEAR TERM EXPIRING JANUARY 31, 2025, ON THE PUEBLO ENERGY ADVISORY COMMISSION, PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE, AND LATINO CHAMBER OF COMMERCE BOARD

This Resolution was assigned as 15682.

M9 A RESOLUTION AMENDING THE LEGISLATIVE PROCEDURES AND RULES OF THE PUEBLO CITY COUNCIL BY CREATING A POLICY REGARDING ELECTED OFFICIALS' ELECTRONIC PARTICIPATION AND DUTIES OF THE CITY CLERK.

This Resolution was assigned as 15683.

M10 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ABEL CHAVEZ TO SERVE A FIVE-YEAR TERM EXPIRING JULY 1, 2029, ON THE BOARD OF HEALTH

This Resolution was assigned as 15684.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE CHANGING THE STREET NAME OF VISION HILLS PARKWAY TO CARL SITTER PARKWAY

N2 AN ORDINANCE CHANGING THE STREET NAME OF TOBIAS T AVENUE TO WILLIAM CRAWFORD AVENUE

- N3 AN ORDINANCE CHANGING THE STREET NAME OF DOCKUM ROAD TO WARREN DOCKUM ROAD**
- N4 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1.74-ACRES FROM PUD, PIKES PEAK PARK PLANNED UNIT DEVELOPMENT DISTRICT TO S-1, GOVERNMENT USE DISTRICT GENERALLY LOCATED EAST OF NORTH PUEBLO BOULEVARD AND NORTH OF WEST 24TH STREET**
- N5 AN ORDINANCE APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND CARING FOR COLORADO FOUNDATION FOR THE DOTS PROGRAM AND ACCEPTANCE OF \$7,500 FOR PROJECT PS2401 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME**
- N6 AN ORDINANCE TO CLOSE OUT PROJECT PST2202 AND TRANSFER ALL REMAINING FUNDS INTO THE PUBLIC SAFETY SALES TAX (PSST) FUND OPERATING BUDGET SO THESE FUNDS CAN BE USED BY THE PUEBLO POLICE DEPARTMENT TO UPFIT OTHER VEHICLES AND FUND OTHER PUBLIC SAFETY PROJECTS**
- N7 AN ORDINANCE ESTABLISHING PROJECT ACCOUNT CI2443 - ADMIN OFFICES RELOCATION PROJECT; TRANSFERRING, BUDGETING AN APPROPRIATING FUNDS FROM PROJECT ACCOUNT CI2426 - CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT IN THE AMOUNT OF \$2,000,000.00 INTO PROJECT ACCOUNT CI2443; APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND CK INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR THE PURCHASE OF PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK 1, KESSLER SUBDIVISION WITHIN THE CITY OF PUEBLO**
- N8 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBDIVISION PARTICIPATION AND RELEASE FORM WITH RESPECT TO THE NATIONAL OPIOIDS SETTLEMENT REACHED WITH THE KROGER CO.**
- N9 AN ORDINANCE AMENDING SECTION 10, CHAPTER 4 OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE RESIDENCY REQUIREMENT FOR CERTAIN UNCLASSIFIED EMPLOYEES.**

O. APPROVAL OF CONSENT AGENDA

Councilor Maestri, seconded by Councilor Gomez, moved to approve all Resolutions Set Forth

in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for July 22, 2024, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO AMERICAN CANCER SOCIETY IN THE AMOUNT OF \$1,500 TO SPONSOR THE RELAY FOR LIFE ON SATURDAY, SEPTEMBER 14, 2024, AT RUNYON FIELD SPORTS COMPLEX

A staff report and detailed review of the Resolution was given by Brian McCain, Chief of Staff.

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

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

This Resolution was assigned as 15685.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE ASSISTANCE LEAGUE OF PUEBLO IN THE AMOUNT OF \$2,000 TO SPONSOR OPERATION SCHOOL BELL AND THE HOLIDAY FASHION PREVIEW ON SATURDAY, DECEMBER 7, 2024, AT THE PUEBLO CONVENTION CENTER

A staff report and detailed review of the Resolution was given by Brian McCain, Chief of Staff.

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

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

This Resolution was assigned as 15686.

Q3 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 6TH ANNUAL MULTICULTURAL FESTIVAL AT MINERAL PALACE PARK ON SATURDAY, OCTOBER 5, 2024

A staff report and detailed review of the Resolution was given by Brian McCain, Chief of Staff.

- Elvis Martinez appeared in person to speak against this ordinance

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

Roll Call - **Ayes:** Councilor Gomez. **Nays:** President Aliff, Councilor Boston, Councilor Flores, Councilor Latino, Councilor Maestri. Motion Failed 1-5.

Q4 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO CRISIS PREGNANCY CENTER, INC. DBA A CARING PREGNANCY CENTER IN THE AMOUNT OF \$1,500 TO SPONSOR THE ANNUAL FUNDRAISING BANQUET AT PUEBLO CONVENTION CENTER ON FRIDAY, SEPTEMBER 6, 2024

A staff report and detailed review of the Resolution was given by Brian McCain, Chief of Staff.

- Elvis Martinez appeared in person to speak regarding this ordinance

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Maestri. **Nays:** Councilor Latino. Motion Passed 5-1.

This Resolution was assigned as 15687.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE APPROVING AND ACCEPTING A 2023 COLORADO DIVISION OF CRIMINAL JUSTICE, OFFICE OF ADULT AND JUVENILE ASSISTANCE, COMMUNITY INITIATIVE TO REDUCE VIOLENCE GRANT IN THE AMOUNT OF \$131,660, RATIFYING THE PRIOR SIGNATURE OF THE MAYOR TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS, ESTABLISHING PROJECT NUMBER CI2219, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$131,660 TO SAID PROJECT

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10733.

R2 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, RELATING TO THE OPERATION AND MAINTENANCE OF CERTAIN STATE-OWNED DRAINAGE, IRRIGATION, AND LANDSCAPING IMPROVEMENTS LOCATED ON THE EAST

SIDE OF I-25 GENERALLY BETWEEN E. 22ND STREET AND E. 26TH STREET, AND APPROVING THE MAYOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT ON BEHALF OF THE CITY

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

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

This Ordinance was assigned as 10734.

R3 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT TO MONITOR FOR SARS-COV-2 AND OTHER PATHOGENS OF CONCERN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

- Dave DeCenzo appeared in person to speak in favor of this ordinance
- Deedee Wright appeared in person to speak in favor of this ordinance

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

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

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

This Ordinance was assigned as 10735.

R4 AN ORDINANCE APPROVING AND ACCEPTING A 2024 HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA) PROGRAM, SUB-RECIPIENT AWARD, AND AUTHORIZING THE MAYOR TO EXECUTE THE STATEMENT OF GRANT AWARD LETTER AND RELATED DOCUMENTS

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

PUBLIC HEARING:

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

Councilor Boston, seconded by Councilor Flores, moved to approve the Ordinance on final

presentation.

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

This Ordinance was assigned as 10736.

R5 AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, DIRECTING THAT THE SPECIAL MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE SPECIAL MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH

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

PUBLIC HEARING:

- Elvis Martinez appeared in person to speak in favor of this ordinance

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

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

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

This Ordinance was assigned as 10737.

R6 AN ORDINANCE CREATING AND RESERVING SECTIONS 7-3-52 THROUGH 7-3-61 FOR FUTURE ADDITIONS TO THE PUEBLO MUNICIPAL CODE AND CREATING A NEW ARTICLE V CONTAINING SECTIONS 7-3-62 THROUGH 7-3-72 OF CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE REGULATING THE USE AND MANAGEMENT OF SHOPPING CARTS WITHIN THE CITY

This item was postponed to the August 12, 2024 agenda.

S. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor Maestri was recused due to a conflict of interest.

T. COMMUNICATIONS

T1 A CITIZEN FILED AN ETHICS COMPLAINT AGAINST COUNCILOR REGINA MAESTRI

A staff report was given by Carla Sikes, City Attorney.

Councilor Gomez, seconded by Councilor Latino, moved to accept the communication.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez. **Nays:** Councilor Latino. Motion Passed 4-1.

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

Roll Call - **Ayes:** President Aliff, Councilor Gomez, Councilor Latino. **Nays:** Councilor Boston, Councilor Flores. Motion Failed 3-2.

Councilor Flores, seconded by Councilor Boston, moved to dismiss the complaint.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores. **Nays:** Councilor Latino, Councilor Gomez. Motion Failed 3-2.

Councilor Boston, seconded by Councilor Flores, moved to waive attorney-client privilege for the May 20th, 2024 executive session.

Roll Call - **Ayes:** Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino. **Nays:** President Aliff. Motion Passed 4-1.

President Aliff, seconded by Councilor Gomez, moved to postpone this item to the August 12, 2024 agenda.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino. **Nays:** None. Motion Passed 5-0.

U. ADJOURN

President Aliff adjourned the meeting at 8:55 p.m.

Respectfully submitted,



Marisa Stoller
City Clerk



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 22, 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 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$2,034,976.00 TO RUSS GRADING AND EXCAVATING LLC AND SETTING FORTH \$406,995.00 FOR CONTINGENCIES, FOR PROJECT NO. 24-082 (WWAN01) 2024 SMALL MAIN REMOVE AND REPLACE PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

SUMMARY:
Attached is a Resolution awarding a construction contract to Russ Grading and Excavating LLC for Project No. 24-082 (WWAN01), 2024 Small Main Remove and Replace Project. The project will remove and replace the deteriorated Small Sewer Mains and Manholes for the sites listed below

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Wastewater Department maintains a priority list of deteriorating sanitary sewer mains. All the sites on the project were taken from this list due to their deteriorated structural condition. To protect the public interest, these mains require rehabilitation.

The cost breakdown for the project is as follows:

<u>Description</u>	<u>Sewer Related</u>	<u>Surface Related</u>	<u>Council District</u>
1 Remove and Replace Project %	\$1,631,352.00 80%	\$403,624.00 20%	1, 2, & 4

The total cost of the project is estimated at \$2,034,976.00, including contingencies.

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at \$2,034,976.00 with contingencies of \$406,995.00. Funds are available from the Sewer User Funds and have been budgeted and appropriated to Project No. 24-082 (WWAN01).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 - No Action

If no rehabilitation is performed on the collection system, the condition of the sanitary mains will continue to deteriorate until an emergency repair is required. The Wastewater Department would also risk violating its discharge permit if a sanitary sewer overflow were to happen.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 07-22-24 24-082 FY2024 Small Main Remove and Replace Project Attachment

RESOLUTION NO. 15688

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$2,034,976.00 TO RUSS GRADING AND EXCAVATING LLC AND SETTING FORTH \$406,995.00 FOR CONTINGENCIES, FOR PROJECT NO. 24-082 (WWAN01) 2024 SMALL MAIN REMOVE AND REPLACE PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

WHEREAS, competitive bids for the Project No. 24-082 (WWAN01) 2024 Small Main Remove and Replace Project have been received and examined; and

WHEREAS, the proposal of Russ Grading and Excavating LLC of Pueblo, Colorado was the lowest of those bids determined to be responsive; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 24-082 (WWAN01) 2024 Small Main Remove and Replace Project to be performed, and the contract for said project is hereby awarded to Russ Grading and Excavating LLC, in the amount of \$2,034,976.00.

SECTION 2.

Funds for Project 24-082 (WWAN01) shall be from the Sewer User Funds.

SECTION 3.

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

SECTION 4.

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.....\$406,995

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 22, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

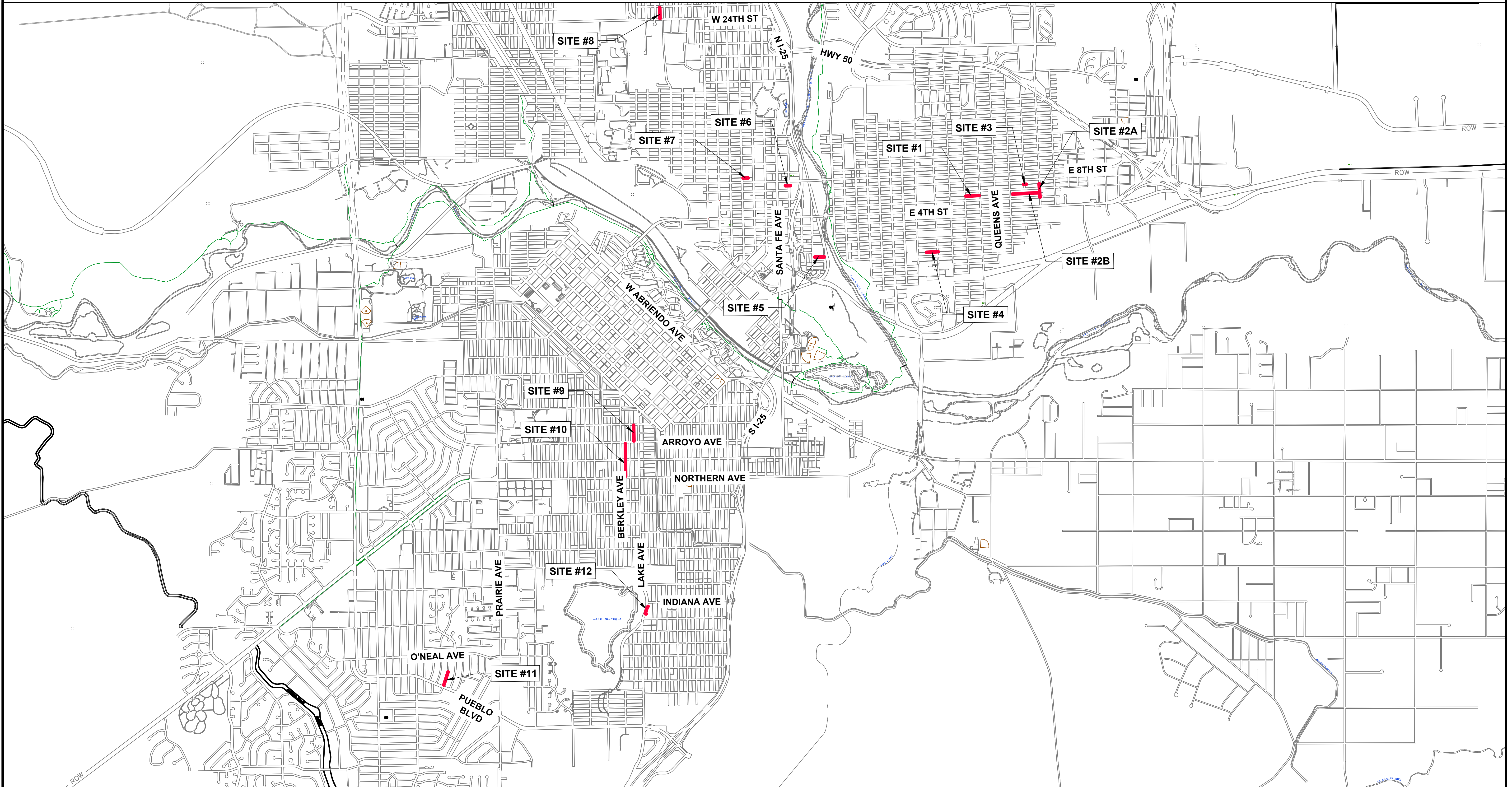
APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

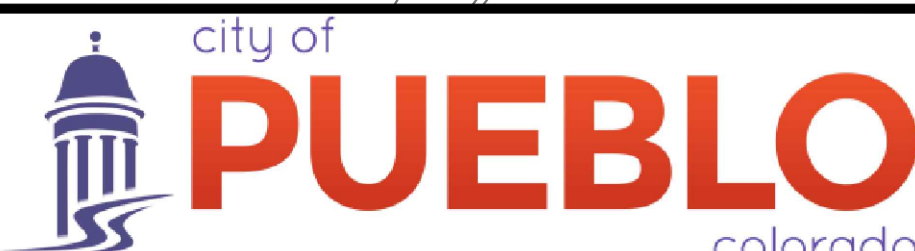
2024 SMALL MAIN REMOVE AND REPLACE PROJECT

CITY OF PUEBLO, COLORADO

PROJECT NO. 24-082 (WWAN01)



NO.	REVISIONS	BY	DATE	APPROVAL



**WASTEWATER DEPARTMENT
ENGINEERING DIVISION**
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = NA
SCALE (V): 1" = NA
DESIGNED BY: M.T.
CHECKED BY: S.M.
APPROVED BY: S.M.
DATE: 5/15/2024

PROJECT #24- 082 (WWAN01)
2024 SMALL MAIN REMOVE & REPLACE PROJECT

TITLE SHEET



City of Pueblo

Purchasing

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

EVALUATION TABULATION

IFB No. 24-082 (WWAN01)

2024 Small Main Remove & Replace Project

RESPONSE DEADLINE: June 26, 2024 at 10:00 am

Report Generated: Wednesday, June 26, 2024

VENDOR TOTALS

Vendor	Total
Russ Grading & Excavating LLC	\$2,034,976.00
Miller Pipeline, LLC	\$2,044,606.00

EVALUATION TABULATION
IFB No. 24-082 (WWAN01)
2024 Small Main Remove & Replace Project

BASE BID

Base Bid					Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
Site #1 - E 5TH ST & N OGDEN AVE								
X	1	Remove and Replace 8" VCP Pipe to 8" PVC Pipe	522	LF	\$111.00	\$57,942.00	\$122.00	\$63,684.00
X	2	Reinstate 4" Service(s)	21	EA	\$630.00	\$13,230.00	\$665.00	\$13,965.00
X	3	Remove and Replace 4" Concrete	31	SF	\$11.00	\$341.00	\$13.00	\$403.00
X	4	Remove and Replace 7" Reinforced Concrete	439	SF	\$22.00	\$9,658.00	\$25.00	\$10,975.00
X	5	Remove and Replace 48" Manhole(s)	2	EA	\$6,470.00	\$12,940.00	\$6,900.00	\$13,800.00
X	6	Remove and Replace Asphalt Patch	44	LF	\$108.00	\$4,752.00	\$96.50	\$4,246.00
X	7	Remove and Replace Standard Curb and Gutter	49	LF	\$45.00	\$2,205.00	\$78.00	\$3,822.00
X	8	Flowfill	13	CY	\$193.00	\$2,509.00	\$200.00	\$2,600.00
X	9	Place Class 6 Base Course	92	TN	\$40.00	\$3,680.00	\$33.00	\$3,036.00
X	10	Tracer Wire Installation	1	LS	\$4,725.00	\$4,725.00	\$775.00	\$775.00
X	11	Mobilization	1	LS	\$9,200.00	\$9,200.00	\$13,493.00	\$13,493.00
X	12	Bypass Pumping	1	LS	\$5,500.00	\$5,500.00	\$6,200.00	\$6,200.00
X	13	Traffic Control	1	LS	\$5,500.00	\$5,500.00	\$5,100.00	\$5,100.00

EVALUATION TABULATION
IFB No. 24-082 (WWAN01)
2024 Small Main Remove & Replace Project

Base Bid					Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
Site #2A - E 5TH ST & TROY AVE								
X	14	Remove and Replace 6 "VCP Pipe to 8" PVC Pipe	157	LF	\$103.00	\$16,171.00	\$120.00	\$18,840.00
X	15	Install 8" PVC Pipe	332	LF	\$102.00	\$33,864.00	\$105.00	\$34,860.00
X	16	Remove and Replace 6" Concrete	195	SF	\$13.00	\$2,535.00	\$17.00	\$3,315.00
X	17	Remove and Replace 7" Reinforced Concrete	555	SF	\$22.00	\$12,210.00	\$25.00	\$13,875.00
X	18	Remove and Replace 48" Manhole(s)	2	EA	\$5,500.00	\$11,000.00	\$7,400.00	\$14,800.00
X	19	Install 48" Manhole(s)	1	EA	\$5,700.00	\$5,700.00	\$6,000.00	\$6,000.00
X	20	Remove and Replace Asphalt Patch	526	LF	\$92.00	\$48,392.00	\$86.00	\$45,236.00
X	21	Remove and Replace Standard Curb and Gutter	46	LF	\$45.00	\$2,070.00	\$78.00	\$3,588.00
X	22	Remove and Replace Curb Ramp	2	EA	\$3,850.00	\$7,700.00	\$4,775.00	\$9,550.00
X	23	Flowfill	156	CY	\$193.00	\$30,108.00	\$200.00	\$31,200.00
X	24	Tracer Wire Installation	1	LS	\$830.00	\$830.00	\$600.00	\$600.00
X	25	Mobilization	1	LS	\$9,200.00	\$9,200.00	\$14,743.00	\$14,743.00
X	26	Bypass Pumping	1	LS	\$1,800.00	\$1,800.00	\$3,500.00	\$3,500.00
X	27	Traffic Control	1	LS	\$4,500.00	\$4,500.00	\$5,200.00	\$5,200.00

EVALUATION TABULATION
IFB No. 24-082 (WWAN01)
2024 Small Main Remove & Replace Project

Base Bid					Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
Site #2B - E 5TH ST & N READING AVE								
X	28	Remove and Replace 6" and 8" VCP Pipe to 8" PVC Pipe	1039	LF	\$102.00	\$105,978.00	\$103.00	\$107,017.00
X	29	Reinstate 4" Service(s)	38	EA	\$630.00	\$23,940.00	\$665.00	\$25,270.00
X	30	Extend 4" Service(s)	2	EA	\$1,350.00	\$2,700.00	\$905.00	\$1,810.00
X	31	Remove and Replace 4" Concrete	88	SF	\$11.00	\$968.00	\$13.00	\$1,144.00
X	32	Remove and Replace 7" Reinforced Concrete	166	SF	\$22.00	\$3,652.00	\$25.00	\$4,150.00
X	33	Remove and Replace 48" Manhole(s)	2	EA	\$5,700.00	\$11,400.00	\$6,500.00	\$13,000.00
X	34	Remove 48" Manhole	1	EA	\$1,300.00	\$1,300.00	\$1,200.00	\$1,200.00
X	35	Remove and Replace Asphalt Patch	5	LF	\$430.00	\$2,150.00	\$130.00	\$650.00
X	36	Remove and Replace Standard Curb and Gutter	40	LF	\$45.00	\$1,800.00	\$78.00	\$3,120.00
X	37	Flowfill	2	CY	\$300.00	\$600.00	\$390.00	\$780.00
X	38	Place Class 6 Base Course	186	TN	\$40.00	\$7,440.00	\$33.00	\$6,138.00
X	39	Tracer Wire Installation	1	LS	\$8,500.00	\$8,500.00	\$1,100.00	\$1,100.00
X	40	Mobilization	1	LS	\$6,000.00	\$6,000.00	\$14,643.00	\$14,643.00
X	41	Bypass Pumping	1	LS	\$9,600.00	\$9,600.00	\$4,800.00	\$4,800.00
X	42	Traffic Control	1	LS	\$5,300.00	\$5,300.00	\$4,800.00	\$4,800.00

EVALUATION TABULATION
IFB No. 24-082 (WWAN01)
2024 Small Main Remove & Replace Project

Base Bid					Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
Site #3 - E 6TH ST & N SALEM AVE								
X	43	Install 8" PVC Pipe	52	LF	\$206.00	\$10,712.00	\$193.00	\$10,036.00
X	44	Remove and Replace 7" Reinforced Concrete	435	SF	\$22.00	\$9,570.00	\$25.00	\$10,875.00
X	45	Remove and Replace 48" Manhole(s)	1	EA	\$5,950.00	\$5,950.00	\$7,750.00	\$7,750.00
X	46	Remove 48" Manhole(s)	1	EA	\$1,300.00	\$1,300.00	\$1,200.00	\$1,200.00
X	47	Remove and Replace Asphalt Patch	42	LF	\$108.00	\$4,536.00	\$113.00	\$4,746.00
X	48	Place Class 6 Base Course	6	TN	\$85.00	\$510.00	\$33.00	\$198.00
X	49	Remove and Replace Standard Curb and Gutter	66	LF	\$45.00	\$2,970.00	\$78.00	\$5,148.00
X	50	Flowfill	13	CY	\$193.00	\$2,509.00	\$200.00	\$2,600.00
X	51	Tracer Wire Installation	1	LS	\$480.00	\$480.00	\$400.00	\$400.00
X	52	Mobilization	1	LS	\$9,200.00	\$9,200.00	\$11,643.00	\$11,643.00
X	53	Bypass Pumping	1	LS	\$2,660.00	\$2,660.00	\$3,300.00	\$3,300.00
X	54	Traffic Control	1	LS	\$2,400.00	\$2,400.00	\$3,200.00	\$3,200.00
Site #4 - E ASH ST & S MONUMENT AVE								
X	55	Remove and Replace 8" VCP Pipe to 8" PVC Pipe	414	LF	\$124.00	\$51,336.00	\$136.00	\$56,304.00
X	56	Reinstate 4" Service(s)	12	EA	\$630.00	\$7,560.00	\$665.00	\$7,980.00

EVALUATION TABULATION
IFB No. 24-082 (WWAN01)
2024 Small Main Remove & Replace Project

Base Bid					Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	57	Remove and Replace 4" Concrete	48	SF	\$11.00	\$528.00	\$13.00	\$624.00
X	58	Remove and Replace 7" Reinforced Concrete	383	SF	\$22.00	\$8,426.00	\$25.00	\$9,575.00
X	59	Remove and Replace 48" Manhole(s)	2	EA	\$5,700.00	\$11,400.00	\$6,500.00	\$13,000.00
X	60	Remove and Replace Asphalt Patch	29	LF	\$135.00	\$3,915.00	\$82.00	\$2,378.00
X	61	Remove and Replace Standard Curb and Gutter	62	LF	\$46.00	\$2,852.00	\$78.00	\$4,836.00
X	62	Flowfill	9	CY	\$193.00	\$1,737.00	\$200.00	\$1,800.00
X	63	Place Class 6 Base Course	69	TN	\$40.00	\$2,760.00	\$33.00	\$2,277.00
X	64	Tracer Wire Installation	1	LS	\$3,035.00	\$3,035.00	\$600.00	\$600.00
X	65	Mobilization	1	LS	\$9,200.00	\$9,200.00	\$13,043.00	\$13,043.00
X	66	Bypass Pumping	1	LS	\$4,600.00	\$4,600.00	\$1,550.00	\$1,550.00
X	67	Traffic Control	1	LS	\$4,000.00	\$4,000.00	\$4,800.00	\$4,800.00
Site #5 - E ASH ST & S DAYTON AVE								
X	68	Remove and Replace 8" VCP Pipe to 8" PVC Pipe	378	LF	\$127.00	\$48,006.00	\$122.00	\$46,116.00
X	69	Reinstate 4" Service(s)	13	EA	\$630.00	\$8,190.00	\$665.00	\$8,645.00
X	70	Reinstate 6" Service(s)	1	EA	\$1,005.00	\$1,005.00	\$1,300.00	\$1,300.00
X	71	Remove and Replace 48" Manhole	2	EA	\$6,300.00	\$12,600.00	\$7,400.00	\$14,800.00

EVALUATION TABULATION
IFB No. 24-082 (WWAN01)
2024 Small Main Remove & Replace Project

Base Bid					Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	72	Remove and Replace Asphalt Patch	26	LF	\$141.00	\$3,666.00	\$121.00	\$3,146.00
X	73	Flowfill	8	CY	\$193.00	\$1,544.00	\$200.00	\$1,600.00
X	74	Place Class 6 Base Course	67	TN	\$40.00	\$2,680.00	\$33.00	\$2,211.00
X	75	Tracer Wire Installation	1	LS	\$3,300.00	\$3,300.00	\$650.00	\$650.00
X	76	Mobilization	1	LS	\$9,200.00	\$9,200.00	\$12,543.00	\$12,543.00
X	77	Bypass Pumping	1	LS	\$4,350.00	\$4,350.00	\$1,500.00	\$1,500.00
X	78	Traffic Control	1	LS	\$1,750.00	\$1,750.00	\$2,200.00	\$2,200.00
Site #6 - E 7TH ST & N ALBANY AVE								
X	79	Remove and Replace 8" VCP Pipe to 8" PVC Pipe	141	LF	\$128.00	\$18,048.00	\$156.00	\$21,996.00
X	80	Reinstate 4" Service(s)	5	EA	\$630.00	\$3,150.00	\$665.00	\$3,325.00
X	81	Remove and Replace 4" Concrete	119	SF	\$11.00	\$1,309.00	\$13.00	\$1,547.00
X	82	Remove and Replace 7" Reinforced Concrete	328	SF	\$22.00	\$7,216.00	\$25.00	\$8,200.00
X	83	Remove and Replace 48" Manhole(s)	1	EA	\$7,100.00	\$7,100.00	\$12,500.00	\$12,500.00
X	84	Install 48" Manhole(s)	1	EA	\$7,950.00	\$7,950.00	\$8,850.00	\$8,850.00
X	85	Asphalt	66	TN	\$425.00	\$28,050.00	\$293.00	\$19,338.00
X	86	Place Class 6 Base Course	77	TN	\$40.00	\$3,080.00	\$67.00	\$5,159.00

EVALUATION TABULATION
IFB No. 24-082 (WWAN01)
2024 Small Main Remove & Replace Project

Base Bid					Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	87	Remove and Replace Standard Curb and Gutter	38	LF	\$45.00	\$1,710.00	\$78.00	\$2,964.00
X	88	Flowfill	13	CY	\$193.00	\$2,509.00	\$200.00	\$2,600.00
X	89	Tracer Wire Installation	1	LS	\$1,425.00	\$1,425.00	\$450.00	\$450.00
X	90	Mobilization	1	LS	\$9,500.00	\$9,500.00	\$12,743.00	\$12,743.00
X	91	Bypass Pumping	1	LS	\$1,200.00	\$1,200.00	\$3,700.00	\$3,700.00
X	92	Traffic Control	1	LS	\$1,470.00	\$1,470.00	\$2,050.00	\$2,050.00
Site #7 - W 8TH ST & N GRAND AVE								
X	93	Remove and Replace 8" VCP Pipe to 8" PVC Pipe	167	LF	\$138.00	\$23,046.00	\$111.00	\$18,537.00
X	94	Reinstate 4" Service(s)	13	EA	\$630.00	\$8,190.00	\$665.00	\$8,645.00
X	95	Remove and Replace 4" Concrete	35	SF	\$11.00	\$385.00	\$13.00	\$455.00
X	96	Remove and Replace 6" Concrete	2960	SF	\$13.00	\$38,480.00	\$17.00	\$50,320.00
X	97	Remove and Replace 7" Reinforced Concrete	328	SF	\$22.00	\$7,216.00	\$25.00	\$8,200.00
X	98	Remove and Replace 48" Manhole(s)	2	EA	\$5,200.00	\$10,400.00	\$7,000.00	\$14,000.00
X	99	Remove and Replace Curb and Gutter	36	LF	\$46.00	\$1,656.00	\$78.00	\$2,808.00
X	100	Flowfill	21	CY	\$193.00	\$4,053.00	\$200.00	\$4,200.00
X	101	Place Class 6 Base Course	99	TN	\$40.00	\$3,960.00	\$63.00	\$6,237.00

EVALUATION TABULATION
IFB No. 24-082 (WWAN01)
2024 Small Main Remove & Replace Project

Base Bid					Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	102	Tracer Wire Installation	1	LS	\$2,900.00	\$2,900.00	\$650.00	\$650.00
X	103	Mobilization	1	LS	\$8,450.00	\$8,450.00	\$13,343.00	\$13,343.00
X	104	Bypass Pumping	1	LS	\$1,500.00	\$1,500.00	\$1,525.00	\$1,525.00
X	105	Traffic Control	1	LS	\$1,740.00	\$1,740.00	\$3,700.00	\$3,700.00
Site #8 - W 24TH ST & 5TH AVE								
X	106	Remove and Replace 8" VCP Pipe to 8" PVC Pipe	423	LF	\$123.00	\$52,029.00	\$128.00	\$54,144.00
X	107	Reinstate 4" Service(s)	13	EA	\$630.00	\$8,190.00	\$665.00	\$8,645.00
X	108	Remove and Replace 7" Reinforced Conc.	236	SF	\$22.00	\$5,192.00	\$17.00	\$4,012.00
X	109	Remove and Replace 48" Manhole(s)	2	EA	\$6,240.00	\$12,480.00	\$6,900.00	\$13,800.00
X	110	Asphalt	12	TN	\$552.00	\$6,624.00	\$328.00	\$3,936.00
X	111	Remove and Replace Curb and Gutter	20	LF	\$46.00	\$920.00	\$78.00	\$1,560.00
X	112	FlowFill	6	CY	\$250.00	\$1,500.00	\$200.00	\$1,200.00
X	113	Place Class 6 Base Course	98	TN	\$40.00	\$3,920.00	\$33.00	\$3,234.00
X	114	Tracer Wire Installation	1	LS	\$3,240.00	\$3,240.00	\$650.00	\$650.00
X	115	Mobilization	1	LS	\$9,200.00	\$9,200.00	\$12,943.00	\$12,943.00
X	116	Bypass Pumping	1	LS	\$4,700.00	\$4,700.00	\$3,600.00	\$3,600.00

EVALUATION TABULATION
IFB No. 24-082 (WWAN01)
2024 Small Main Remove & Replace Project

Base Bid					Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	117	Traffic Control	1	LS	\$4,800.00	\$4,800.00	\$4,400.00	\$4,400.00
Site #9 - CARTERET AVE & W ARROYO AVE								
X	118	Remove and Replace 6" VCP Pipe to 8" PVC Pipe	594	LF	\$123.00	\$73,062.00	\$114.00	\$67,716.00
X	119	Reinstate 4" Service(s)	25	EA	\$630.00	\$15,750.00	\$669.00	\$16,725.00
X	120	Remove and Replace 7" Reinforced Conc.	302	SF	\$22.00	\$6,644.00	\$25.00	\$7,550.00
X	121	Remove and Replace 48" Manhole(s)	1	EA	\$5,175.00	\$5,175.00	\$6,800.00	\$6,800.00
X	122	Remove and Replace Asphalt Patch	29	LF	\$135.00	\$3,915.00	\$93.00	\$2,697.00
X	123	Remove and Replace Curb and Gutter	35	LF	\$46.00	\$1,610.00	\$78.00	\$2,730.00
X	124	FlowFill	10	CY	\$193.00	\$1,930.00	\$200.00	\$2,000.00
X	125	Place Class 6 Base Course	108	TN	\$40.00	\$4,320.00	\$33.00	\$3,564.00
X	126	Tracer Wire Installation	1	LS	\$5,450.00	\$5,450.00	\$800.00	\$800.00
X	127	Mobilization	1	LS	\$9,200.00	\$9,200.00	\$13,043.00	\$13,043.00
X	128	Bypass Pumping	1	LS	\$6,050.00	\$6,050.00	\$1,550.00	\$1,550.00
X	129	Traffic Control	1	LS	\$4,800.00	\$4,800.00	\$4,375.00	\$4,375.00
Site #10 - CARTERET AVE & W MESA AVE								
X	130	Remove and Replace 8" VCP Pipe to 8" PVC Pipe	1230	LF	\$250.00	\$307,500.00	\$180.00	\$221,400.00

EVALUATION TABULATION
IFB No. 24-082 (WWAN01)
2024 Small Main Remove & Replace Project

Base Bid					Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	131	Reinstate 4" Service(s)	59	EA	\$630.00	\$37,170.00	\$665.00	\$39,235.00
X	132	Remove and Replace 4" Concrete	128	SF	\$11.00	\$1,408.00	\$13.00	\$1,664.00
X	133	Remove and Replace 7" Reinforced Conc.	656	SF	\$22.00	\$14,432.00	\$25.00	\$16,400.00
X	134	Remove and Replace 48" Manhole(s)	2	EA	\$7,550.00	\$15,100.00	\$6,400.00	\$12,800.00
X	135	Asphalt	39	TN	\$460.00	\$17,940.00	\$225.00	\$8,775.00
X	136	Remove and Replace Curb and Gutter	69	LF	\$46.00	\$3,174.00	\$78.00	\$5,382.00
X	137	FlowFill	14	CY	\$193.00	\$2,702.00	\$200.00	\$2,800.00
X	138	Place Class 6 Base Course	241	TN	\$40.00	\$9,640.00	\$33.00	\$7,953.00
X	139	Tracer Wire Installation	1	LS	\$12,400.00	\$12,400.00	\$1,650.00	\$1,650.00
X	140	Mobilization	1	LS	\$9,200.00	\$9,200.00	\$18,243.00	\$18,243.00
X	141	Bypass Pumping	1	LS	\$13,800.00	\$13,800.00	\$6,175.00	\$6,175.00
X	142	Traffic Control	1	LS	\$7,700.00	\$7,700.00	\$9,050.00	\$9,050.00
Site #11 - FORSYTHIA ST & W PUEBLO BLVD								
X	143	Remove and Replace 8" VCP Pipe to 8" PVC Pipe	497	LF	\$102.00	\$50,694.00	\$104.00	\$51,688.00
X	144	Reinstate 4" Service(s)	18	EA	\$630.00	\$11,340.00	\$665.00	\$11,970.00
X	145	Remove and Replace 48" Manhole(s)	2	EA	\$5,000.00	\$10,000.00	\$6,350.00	\$12,700.00

EVALUATION TABULATION
IFB No. 24-082 (WWAN01)
2024 Small Main Remove & Replace Project

Base Bid					Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	146	Remove and Replace Asphalt Patch	517	LF	\$79.00	\$40,843.00	\$51.00	\$26,367.00
X	147	FlowFill	153	CY	\$193.00	\$29,529.00	\$200.00	\$30,600.00
X	148	Tracer Wire Installation	1	LS	\$4,175.00	\$4,175.00	\$710.00	\$710.00
X	149	Mobilization	1	LS	\$9,200.00	\$9,200.00	\$13,768.00	\$13,768.00
X	150	Bypass Pumping	1	LS	\$5,300.00	\$5,300.00	\$1,525.00	\$1,525.00
X	151	Traffic Control	1	LS	\$5,200.00	\$5,200.00	\$3,700.00	\$3,700.00
Site #12 - LAKE AVE & INDIANA AVE								
X	152	Install 15" PVC Pipe	322	LF	\$240.00	\$77,280.00	\$325.00	\$104,650.00
X	153	Reinstate 4" Service(s)	1	EA	\$905.00	\$905.00	\$925.00	\$925.00
X	154	Remove and Replace 4" Concrete	305	SF	\$11.00	\$3,355.00	\$13.00	\$3,965.00
X	155	Remove and Replace 7" Reinforced Conc.	173	SF	\$22.00	\$3,806.00	\$25.00	\$4,325.00
X	156	Remove and Replace 48" Manhole(s)	2	EA	\$9,800.00	\$19,600.00	\$14,250.00	\$28,500.00
X	157	Install 48" Manhole(s)	1	EA	\$8,500.00	\$8,500.00	\$8,700.00	\$8,700.00
X	158	Remove and Replace Asphalt Patch	344	LF	\$74.00	\$25,456.00	\$95.00	\$32,680.00
X	159	Remove and Replace Curb and Gutter	30	LF	\$46.00	\$1,380.00	\$78.00	\$2,340.00
X	160	FlowFill	117	CY	\$193.00	\$22,581.00	\$200.00	\$23,400.00

EVALUATION TABULATION
IFB No. 24-082 (WWAN01)
2024 Small Main Remove & Replace Project

Base Bid					Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	161	Tracer Wire Installation	1	LS	\$1,075.00	\$1,075.00	\$625.00	\$625.00
X	162	Mobilization	1	LS	\$9,200.00	\$9,200.00	\$16,443.00	\$16,443.00
X	163	Bypass Pumping	1	LS	\$16,000.00	\$16,000.00	\$8,850.00	\$8,850.00
X	164	Traffic Control	1	LS	\$10,600.00	\$10,600.00	\$3,700.00	\$3,700.00
Total						\$2,044,606.00		\$2,034,976.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Miller Pipeline, LLC	Russ Grading & Excavating LLC
BID GUARANTEE	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	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: July 22, 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 \$376,593.75 TO NUNEZ CONSTRUCTION, INC. FOR PROJECT NO. 24-068, CONCRETE IMPROVEMENTS - WEST 29TH STREET PHASE 2 (HIGH STREET TO WILLS BOULEVARD), SETTING FORTH \$78,406.25 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Nunez Construction, Inc for Project No. 24-068, Concrete Improvements - West 29th Street Phase 2 (High St. to Wills Blvd.).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of ADA curb ramp and sidewalk improvements to West 29th Street, from High Street to Wills Boulevard.

This Resolution awards the construction contract to Nunez Construction, Inc.

FINANCIAL IMPLICATIONS:

Funding, including contingencies, in the amount of \$455,000.00 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. 24-068 Bid Summary

RESOLUTION NO. 15

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$376,593.75 TO NUNEZ CONSTRUCTION, INC. FOR PROJECT NO. 24-068, CONCRETE IMPROVEMENTS - WEST 29TH STREET PHASE 2 (HIGH STREET TO WILLS BOULEVARD), SETTING FORTH \$78,406.25 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-068, Concrete Improvements - West 29th Street Phase 2 (High St. to Wills Blvd.) have been received and examined; AND,

WHEREAS, the proposal of Nunez Construction, Inc was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-068, Concrete Improvements - West 29th Street Phase 2 (High St. to Wills Blvd.) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-068, Concrete Improvements - West 29th Street Phase 2 (High St. to Wills Blvd.) to be performed, and the contract for said project is hereby awarded to Nunez Construction, Inc in the amount of \$376,593.75.

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.....\$78,406.25

SECTION 4.

Funds in the amount of \$455,000.00, for the contract and contingencies, 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.

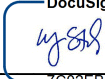
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 22, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 24-068 (HUAN01)
Concrete Improvements- West 29th Street Phase 2 (High St. to Wills Blvd.)
RESPONSE DEADLINE: June 12, 2024 at 10:00 am
Report Generated: Wednesday, June 12, 2024

VENDOR TOTALS

Vendor	Total
Nunez Construction, Inc	\$376,593.75
Cedar Ridge Landscape, Inc	\$454,254.17
Lucky Dog Contracting	\$469,364.75
Fedco, Inc	\$488,479.68
Finsterwald Landscaping and Irrigation	\$494,738.50
A 5 Construction LLC	\$542,572.25
C&H Asphalt Ilc	\$734,939.57

EVALUATION TABULATION
 IFB No. 24-068 (HUAN01)
 Concrete Improvements- West 29th Street Phase 2 (High St. to Wills Blvd.)

BASE BID (Table 1 of 2)

Base Bid					A 5 Construction LLC		Cedar Ridge Landscape, Inc		C&H Asphalt llc		Fedco, Inc		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 TREE	4	EA.	\$1,500.00	\$6,000.00	\$300.00	\$1,200.00	\$2,157.69	\$8,630.76	\$1,047.98	\$4,191.92	\$3,000.00	\$12,000.00
X	2	RELOCATE FENCING	119	L.F.	\$28.00	\$3,332.00	\$20.00	\$2,380.00	\$25.69	\$3,057.11	\$13.24	\$1,575.56	\$22.23	\$2,645.37
X	3	REMOVE ASPHALT	5323	S.F.	\$4.00	\$21,292.00	\$1.75	\$9,315.25	\$6.35	\$33,801.05	\$3.07	\$16,341.61	\$2.87	\$15,277.01
X	4	REMOVE CURB AND GUTTER	2325	L.F.	\$9.00	\$20,925.00	\$5.50	\$12,787.50	\$20.58	\$47,848.50	\$5.52	\$12,834.00	\$10.48	\$24,366.00
X	5	REMOVE CONCRETE	8187	S.F.	\$4.00	\$32,748.00	\$1.40	\$11,461.80	\$2.52	\$20,631.24	\$2.76	\$22,596.12	\$3.59	\$29,391.33
X	6	REMOVE 7" REINFORCED CONCRETE	2674	S.F.	\$5.00	\$13,370.00	\$2.00	\$5,348.00	\$2.52	\$6,738.48	\$6.62	\$17,701.88	\$5.45	\$14,573.30
X	7	REMOVE CURB HEAD	188	L.F.	\$4.00	\$752.00	\$4.00	\$752.00	\$20.56	\$3,865.28	\$5.52	\$1,037.76	\$6.00	\$1,128.00
X	8	CONSTRUCT CURB HEAD	1246	L.F.	\$22.00	\$27,412.00	\$18.50	\$23,051.00	\$30.40	\$37,878.40	\$17.39	\$21,667.94	\$16.29	\$20,297.34
X	9	CONSTRUCT CURB AND GUTTER	2305	L.F.	\$38.00	\$87,590.00	\$37.00	\$85,285.00	\$45.11	\$103,978.55	\$34.96	\$80,582.80	\$37.33	\$86,045.65
X	10	CONSTRUCT 4" CONCRETE	10080	S.F.	\$8.50	\$85,680.00	\$8.50	\$85,680.00	\$14.00	\$141,120.00	\$9.06	\$91,324.80	\$8.93	\$90,014.40

EVALUATION TABULATION
IFB No. 24-068 (HUAN01)
Concrete Improvements- West 29th Street Phase 2 (High St. to Wills Blvd.)

Base Bid					A 5 Construction LLC		Cedar Ridge Landscape, Inc		C&H Asphalt llc		Fedco, Inc		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	11	CONSTRUCT 6" CONCRETE	4324	S.F.	\$9.50	\$41,078.00	\$12.00	\$51,888.00	\$15.83	\$68,448.92	\$11.87	\$51,325.88	\$10.29	\$44,493.96
X	12	CONSTRUCT 7" REINFORCED CONCRETE	4139	S.F.	\$11.75	\$48,633.25	\$14.85	\$61,464.15	\$15.42	\$63,823.38	\$16.73	\$69,245.47	\$12.32	\$50,992.48
X	13	CONSTRUCT 2" ASPHALT PATCH	295	S.F.	\$7.00	\$2,065.00	\$5.00	\$1,475.00	\$6.24	\$1,840.80	\$3.59	\$1,059.05	\$3.69	\$1,088.55
X	14	CONSTRUCT ASPHALT ROADWAY PATCH	5108	S.F.	\$8.00	\$40,864.00	\$8.00	\$40,864.00	\$6.95	\$35,500.60	\$7.36	\$37,594.88	\$4.80	\$24,518.40
X	15	INSTALL GRAVEL 3" DEEP	477	S.F.	\$3.00	\$1,431.00	\$2.00	\$954.00	\$9.36	\$4,464.72	\$1.10	\$524.70	\$2.59	\$1,235.43
X	16	INSTALL TACTILE BAND 24"X30"	126	EA.	\$160.00	\$20,160.00	\$275.00	\$34,650.00	\$232.66	\$29,315.16	\$305.05	\$38,436.30	\$330.00	\$41,580.00
X	17	RELOCATE SIGN	14	EA.	\$150.00	\$2,100.00	\$75.00	\$1,050.00	\$502.62	\$7,036.68	\$110.31	\$1,544.34	\$237.60	\$3,326.40
X	18	INSTALL CLASS 6 BASE MATERIAL (PLACE AND COMPACT)	38	TONS	\$30.00	\$1,140.00	\$55.00	\$2,090.00	\$72.63	\$2,759.94	\$49.64	\$1,886.32	\$72.76	\$2,764.88

EVALUATION TABULATION

IFB No. 24-068 (HUAN01)

Concrete Improvements- West 29th Street Phase 2 (High St. to Wills Blvd.)

Base Bid					A 5 Construction LLC		Cedar Ridge Landscape, Inc		C&H Asphalt llc		Fedco, Inc		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	19	EROSION AND SEDIMENT CONTROL	1	LS	\$5,500.00	\$5,500.00	\$900.00	\$900.00	\$20,000.00	\$20,000.00	\$2,182.15	\$2,182.15	\$4,000.00	\$4,000.00
X	20	TRAFFIC CONTROL	1	LS	\$65,000.00	\$65,000.00	\$8,000.00	\$8,000.00	\$63,000.00	\$63,000.00	\$9,928.26	\$9,928.26	\$15,000.00	\$15,000.00
X	21	MOBILIZATION	1	LS	\$15,500.00	\$15,500.00	\$13,658.47	\$13,658.47	\$31,200.00	\$31,200.00	\$4,897.94	\$4,897.94	\$10,000.00	\$10,000.00
Total						\$542,572.25		\$454,254.17		\$734,939.57		\$488,479.68		\$494,738.50

BASE BID (Table 2 of 2)

Base Bid					Lucky Dog Contracting		Nunez Construction, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	REMOVE TREE	4	EA.	\$500.00	\$2,000.00	\$800.00	\$3,200.00
X	2	RELOCATE FENCING	119	L.F.	\$25.00	\$2,975.00	\$5.00	\$595.00
X	3	REMOVE ASPHALT	5323	S.F.	\$2.50	\$13,307.50	\$2.75	\$14,638.25
X	4	REMOVE CURB AND GUTTER	2325	L.F.	\$8.75	\$20,343.75	\$2.75	\$6,393.75
X	5	REMOVE CONCRETE	8187	S.F.	\$2.50	\$20,467.50	\$2.75	\$22,514.25
X	6	REMOVE 7" REINFORCED CONCRETE	2674	S.F.	\$4.50	\$12,033.00	\$4.00	\$10,696.00
X	7	REMOVE CURB HEAD	188	L.F.	\$5.00	\$940.00	\$3.00	\$564.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements- West 29th Street Phase 2 (High St. to Wills Blvd.)

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EVALUATION TABULATION
IFB No. 24-068 (HUAN01)
Concrete Improvements- West 29th Street Phase 2 (High St. to Wills Blvd.)

Base Bid					Lucky Dog Contracting		Nunez Construction, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	8	CONSTRUCT CURB HEAD	1246	L.F.	\$14.00	\$17,444.00	\$11.00	\$13,706.00
X	9	CONSTRUCT CURB AND GUTTER	2305	L.F.	\$42.00	\$96,810.00	\$35.00	\$80,675.00
X	10	CONSTRUCT 4" CONCRETE	10080	S.F.	\$8.00	\$80,640.00	\$6.75	\$68,040.00
X	11	CONSTRUCT 6" CONCRETE	4324	S.F.	\$10.00	\$43,240.00	\$8.00	\$34,592.00
X	12	CONSTRUCT 7" REINFORCED CONCRETE	4139	S.F.	\$14.00	\$57,946.00	\$10.50	\$43,459.50
X	13	CONSTRUCT 2" ASPHALT PATCH	295	S.F.	\$10.00	\$2,950.00	\$4.00	\$1,180.00
X	14	CONSTRUCT ASPHALT ROADWAY PATCH	5108	S.F.	\$10.00	\$51,080.00	\$6.00	\$30,648.00
X	15	INSTALL GRAVEL 3" DEEP	477	S.F.	\$4.00	\$1,908.00	\$6.00	\$2,862.00
X	16	INSTALL TACTILE BAND 24"X30"	126	EA.	\$250.00	\$31,500.00	\$185.00	\$23,310.00
X	17	RELOCATE SIGN	14	EA.	\$250.00	\$3,500.00	\$500.00	\$7,000.00
X	18	INSTALL CLASS 6 BASE MATERIAL (PLACE AND COMPACT)	38	TONS	\$60.00	\$2,280.00	\$40.00	\$1,520.00
X	19	EROSION AND SEDIMENT CONTROL	1	LS	\$500.00	\$500.00	\$2,500.00	\$2,500.00
X	20	TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
X	21	MOBILIZATION	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Total						\$469,364.75		\$376,593.75

EVALUATION TABULATION
 IFB No. 24-068 (HUAN01)
 Concrete Improvements- West 29th Street Phase 2 (High St. to Wills Blvd.)

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction LLC	C&H Asphalt llc	Cedar Ridge Landscape, Inc	Fedco, Inc	Finsterwald Landscaping and Irrigation	Lucky Dog Contracting	Nunez Construction, Inc
BID GUARANTEE	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
City of Pueblo Business License	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Business License Number	Pass	No Response	Pass	Pass	Pass	No Response	Pass
ACKNOWLEDGEMENTS							
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	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:							

EVALUATION TABULATION

IFB No. 24-068 (HUAN01)

Concrete Improvements- West 29th Street Phase 2 (High St. to Wills Blvd.)

Question Title	A 5 Construction LLC	C&H Asphalt Ilc	Cedar Ridge Landscape, Inc	Fedco, Inc	Finsterwald Landscaping and Irrigation	Lucky Dog Contracting	Nunez Construction, Inc
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

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements- West 29th Street Phase 2 (High St. to Wills Blvd.)

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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$152,385.00 TO DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, FOR PROJECT NO. 24-039 DESIGN OF WESTSIDE TRAIL (WILDHORSE TRAIL) AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Engineering Services to Dibble & Associates Consulting Engineers, Inc., to render certain professional planning, design, civil engineering, and related services. Dibble & Associates Consulting Engineers, Inc., was determined to be the most responsible bidder and will be awarded a contract in the amount of \$152,385.00.

PREVIOUS COUNCIL ACTION:

Ordinance 10367, approved on January 23, 2023, created Project No. PL2201 Westside Trail (Wildhorse Trail) Project, approved an IGA with CDOT, and budgeted and appropriated \$850,000.00 for the project.

BACKGROUND:

The City submitted a Multimodal Transportation & Mitigation Options Funding grant for the construction of an off-street trail connection from West 18th Street to West 31st Street along the Wildhorse Creek Arroyo in 2022. The initial grant request was for a total funding of \$1,463,269; however, only a portion of the grant was awarded. The portion awarded was for a total of \$850,000 and will construct the trail from West 18th Street to West 24th Street.

The project will include the planning, surveying and design and construction of a 10' wide concrete multi-use trail. On street sidewalks and curb ramp improvements are anticipated on 18th Street and 24th Street. The project will also include lighting, grading

and signage.

In April 2024, the City of Pueblo solicited Requests for Proposals for engineering design services for Westside Trail (Wildhorse Trail) Project. After reviewing the proposals, Dibble and Associates was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$152,385.00 will be paid from PL2201 – Westside Trail (Wildhorse Trail) Project.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-039 Dibble Agreement for Design of Westside Trail

RESOLUTION NO. 15690

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$152,385.00 TO DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, FOR PROJECT NO. 24-039 DESIGN OF WESTSIDE TRAIL (WILDHORSE TRAIL) AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the Proposal of Dibble & Associates Consulting Engineers, Inc., for Project No. 24-039 Design of Westside Trail (Wildhorse Trail), has been received and examined; AND,

WHEREAS, the Proposal of Dibble & Associates Consulting Engineers, Inc., was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-039 Design of Westside Trail (Wildhorse Trail) to be performed, and the contract for said services is hereby awarded to Dibble & Associates Consulting Engineers, Inc., in the amount of \$152,385.00.

SECTION 2.

Funds for said Agreement shall be paid from Project Account PL2201 - Westside Trail (Wildhorse Trail) Project.

SECTION 3.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the 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: July 22, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



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

24-039 (PL2201); CDOT M086-098, 25192
DESIGN OF WESTSIDE TRAIL (WILDHORSE TRAIL)

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

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Dibble & Associates Consulting Engineers, Inc., a registered Arizona Corporation authorized to do business in the State of Colorado (hereinafter referred to as "Consultant") a professional engineering firm, for engineer to render certain professional planning, design, engineering, and related services for City in connection with Bid 24-039 (PL2201); CDOT M086-098,25192, Design of Westside Trail (Wildhorse Trail), hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

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

- [n/a] - Study and Report Phase
 - [x] - Preliminary Design (Schematic) Phase
 - [x] - Final Design Phase
 - [x] - Preparation of Contract Documents & Bidding Phase
 - [x] - Construction Services Phase
- See phase revisions listed in Schedule 1

- A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed therewith.
- B. Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual engineering (including civil, structural, mechanical, and electrical engineering) and other services including design and planning. Consultant shall also provide any landscape engineering, surveying, and geotechnical services incidental to its work on the Project.
- C. In performing the professional services, Consultant shall complete the work items described generally in Schedule 1 attached hereto and incorporated herein and incorporated herein by reference (the "Services") and the items identified in Section 2 of this Agreement which are applicable to each phase for which Consultant is to render professional services.
- D. Professional engineering services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for

construction produced under this Agreement shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered engineer.

- E. Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.
- F. Any engineering services provided under this Agreement shall be performed under the direction and supervision of registered/licensed engineer in the State of Colorado.
- G. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

2.1. Study and Report Phase

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

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

2.2. Preliminary Design (Schematic) Phase

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

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

2.3. Final Design Phase

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

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

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

2.4. Preparation of Contract Documents and Bidding Phase

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

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

2.5. Construction Services Phase

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

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

of the work on the Project. The interpretations and decisions of the Consultant shall be final and binding on the Contractor and City, unless the Director of Public Works of the City shall, within seven calendar days after receipt of the Consultant's interpretation or decision, file its written objections thereto with the Consultant and Contractor.

2.6. Additional Responsibilities

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

- A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.
- B. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.
- C. Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.
- D. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees.
- E. Consultant acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in Schedule 4 "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

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

3. CITY'S RESPONSIBILITIES

City shall:

- A. Designate a representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind City as to matters of legislative or fiscal policy.
- B. Advise Consultant of City's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.
- C. Provide Consultant with available information pertinent to the Project including any previous reports, studies or data possessed by City which relates to design or construction of the Project.
- D. Assist in arranging for Consultant to have access to enter private and public property as required for Consultant to perform its services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render written decisions pertaining thereto within a reasonable time. The City's approval of drawings, design, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the professional adequacy of the work. The City's review, approval, or acceptance of, or payment for, any of the services

shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- F. Upon advice of the necessity to do so from Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.
- G. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.
- H. City shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of City's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 "Services" and Section 2 of this Agreement. 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, an amount not to exceed \$152,385.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.
- 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. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
- E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.
- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to City, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, Dibble & Associates Consulting Engineers, Inc., 2696 South Colorado Blvd., Ste. 330, Denver, CO, 80222. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 24-039 (PL2201); CDOT M086-098,25192, Design of Westside Trail

(Wildhorse Trail) are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

- A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.
- B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.
- C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law, Jurisdiction, and Venue

Colorado law, the Pueblo City Charter, the Pueblo Municipal Code, and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision

included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the County of Pueblo.

7.10. Severability

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

7.11. Appropriations

- A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.
- B. Financial obligations of the City payable after the current City Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

8. DISPUTES

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

9. REQUIRED FEDERAL, STATE, AND/OR GRANT PROVISIONS

- 1. Consultant understands that City may be funding the Project in whole or part with funds provided by the Colorado Department of Transportation. Consultant agrees it is subject to and shall comply with all applicable provisions of said Colorado Department of Transportation for which the contract award has been made and applicable regulations.
- 2. Consultant shall comply with the attached Contract between City of Pueblo and CDOT, and any/all other Federal, State, and local laws applicable to its activities.
- 3. All records with respect to any matters covered by this Agreement shall be available for inspection by City and or the Colorado Department of Transportation at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

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

10. INSURANCE

10.1. Conditions

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

10.2. Minimum Requirements for City of Pueblo

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.
- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than \$1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.

- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.
- E. The insurance certificates listed in this section shall show City of Pueblo as Certificate Holder; separate certificates will be required for CDOT.

10.3. Minimum Requirements for CDOT

Due to the funding source, Consultant shall meet all CDOT Funding Insurance Requirements as outlined in the RFP and shown below. Insurance coverage shall meet all requirements of the Grant Agreement. Consultant shall obtain and keep in force the following insurance policies with CDOT stated as certificate holder and meet and perform the following conditions and requirements:

- A. Workers' Compensation Insurance as required by statutory requirements in Colorado and in any other state or states where the work is performed, and employers' liability insurance covering all employees acting within the course and scope of their employment.
- B. Commercial General Liability Insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - 1. \$1,000,000 each occurrence;
 - 2. \$1,000,000 general aggregate;
 - 3. \$1,000,000 products and completed operations aggregate; and
 - 4. \$50,000 any 1 fire
- C. Automobile Liability
 - 1. Automobile liability insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
- D. Protected Information
 - 1. Liability insurance covering all loss of State Confidential Information as defined in the Grant Agreement, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$2,000,000 general aggregate
- E. Professional Liability Insurance
 - 1. Professional Liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and

b. \$1,000,000 general aggregate

F. Crime Insurance

1. Crime insurance including employee dishonesty coverage with minimum limits as follows:

a. \$1,000,000 each occurrence; and

b. \$1,000,000 general aggregate

G. Insurance Conditions and Requirements

1. All insurance policies shall be issued by insurance companies with an AM Best rating of A-VIII or better.
2. The City and State shall be named as an additional insured on all commercial general liability policies required of Consultant. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to City and State.
3. Coverage provided by Consultant shall be primary over any insurance or self- insurance program carried by City or State.
4. All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to City.
5. All commercial insurance policies shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against City and State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
6. Consultant shall provide certificates evidencing Consultant's insurance coverage required under this Agreement as a condition.

10.4. 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.

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 5 pages.
- Schedule 2 - "Fee Schedule" consisting of 6 pages.
- Schedule 3 - "Work Schedule" consisting of 2 pages.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 8 pages.
- Schedule 5 - "Colorado Department of Transportation (CDOT) Requirements" and "Contract Between City of Pueblo and CDOT" consisting of 63 pages.

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.

(Signature section on following page)

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 or modified except by written document signed by both parties.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

Dibble & Associates Consulting Engineers, Inc.

By _____
Naomi Hedden, Director of Purchasing

By _____
Tim Wolfe, PE, Vice President

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Finance Director

APPROVED AS TO FORM
Department of Law

Carla Sikes, City Attorney

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Work Schedule
Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility
Schedule 5 - Colorado Department of Transportation (CDOT) Requirements and
Contract Between City of Pueblo and CDOT

Schedule 1

Scope of Service

Excerpt from Request for Proposal dated April 23, 2024, Section 3

3.1. Objective

This project shall include basic design, engineering, planning, drawings, plans, and consulting for a concrete trail connecting W. 18th Street to W. 24th Street just west of the Wild Horse Creek Arroyo. The project includes approximately 200 feet of solar lights, sidewalk and curb ramp improvements at each end of the trail.

- A. The City may elect to award any/all phases of the project as City deems necessary, as budget allows, and/or as funding is available.

3.2. Minimum Qualifications

- A. Consultants responding to this request must demonstrate prime personnel, subconsultants, subcontractors, and team members qualified to perform the services detailed in this RFP.
- B. All professionals, if required by the State of Colorado to perform their services, must show proof of licensing.
- C. Additionally, Consultants shall be knowledgeable in the regulations and requirements of the Department of Public Works with respect to the services and work contemplated by this agreement. Consultant(s) shall perform such services and work in compliance with each project.

3.3. Scope of Service

All drawings, designs, plans, specifications, etc. shall follow CDOT format. Designs shall comply with the most current versions of the *Public Right-of-Way Accessibility Guidelines* (PROWAG), CDOT Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and City of Pueblo *Standard Construction Specifications and Standard Details* adopted April 11, 2022.

A. **Preliminary Design (Schematic) Phase**

- 1. Hold a kick-off meeting with appropriate City staff to discuss project approach and design criteria.
- 2. Perform fieldwork (geotechnical testing, surveying, etc.) as required to provide the complete design.
- 3. Provide geotechnical investigation and reporting for the project area to support the design.
- 4. Survey shall generally include topographic surveys, plat and title research, mapping and CAD services, and survey control. Survey control may be required to be transformed to additional coordinate systems for the use and information of additional agencies such as CDOT or City of Pueblo. Survey services shall follow the guidance of the CDOT Survey Manual.

5. Right-of-way acquisition:
 - a. Given the proposed location of the trail, the City of Pueblo owns the majority of the properties; however, we anticipate needing to acquire four (4) easements or property acquisitions.
 - b. Verify ownership of properties and recorded easements, obtain title commitments for affected parcels, and research land records.
 - c. Based on the preliminary design plans, prepare a final set of right-of-way (ROW) plans showing jurisdictional boundaries, proposed encroachments onto adjacent properties as a result of the preliminary design and/or utility relocations.
 - d. Plans are to be prepared in general conformance with the requirements of CDOT's ROW Manual.
 - e. Provide detailed identification of any necessary land acquisitions, temporary and permanent easements, and provide legal descriptions and exhibits for acquisitions.
 - f. CDOT will act as acquisition agent for any ROW acquisition.
6. Prepare preliminary design plans (considered as 30% complete relative to final design) that adequately represent the design intent as represented in the preliminary design from the CDOT grant.
7. Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
8. Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional right-of-way acquisition, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
9. Provide a design standards document that includes the above required checklists, significant design assumptions and design risks, and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to Owner based thereon.
10. Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
11. *Section A11 Removed – Will not be performed by Consultant for this project.*
12. Provide coordination with all applicable agencies as required (City Departments, adjacent property owners, utility companies, CDOT, etc.).
13. Allow a minimum two (2) full weeks for City and CDOT staff review.

14. Consultant shall furnish one (1) electronic copy of each above referenced submittal document to Owner for Owner's use.
15. Coordinate a Field Inspection Review (FIR) meeting with the City and CDOT staff to review the design plan comments.
16. Incorporate review and FIR comments into documents after the FIR Meeting.
17. Prepare for and host one (1) public information meeting. The City will coordinate the location and advertising. The consultant shall provide materials, slideshow and exhibits for presentation.
18. Additional public information efforts (i.e., postcards, flyers, website content, email distributions to stakeholders, media drafts, etc.) will be necessary to keep all interested parties updated on the progress of the project and to obtain input from property owners located within a 500-foot radius of the intersection.

B. Final Design Phase

1. Perform final engineering and site design. Consultant shall include plans and profile, sections, storm water plans, and related work (including all incidentals).
2. Provide all necessary documents to obtain clearances that are required by CDOT.
3. Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.
4. Provide technical criteria, written descriptions, and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.
5. Based upon Consultant's customary and usual professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.
6. Consultant shall furnish an electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.
7. Allow a minimum two (2) full weeks for City and CDOT staff review.
8. Coordinate a 90% Final Office Review (FOR) meeting and a ROWPR meeting with the City and CDOT staff to review the design plan comments.
9. Incorporate review and FOR comments into documents after the FOR Meeting.

C. Preparation of Contract Documents

1. Provide stamped Contract Documents (drawings, specifications, bid tabulation, etc.) for bidding the project in accordance with the requirements of the Director of Public Works and the City's procurement process.
2. The final design must be stamped and shall be utilized for bidding, permitting, and construction.
3. Provide electronic files of drawings to the City in AutoCAD format.
4. Provide design drawings and specifications in both Microsoft Word and Adobe PDF formatting.
5. Provide final cost estimate and bid tabulation in Microsoft Excel format.

D. Bidding Phase: The City will develop bidding materials including the Invitation to Bid documents, instructions to bidders, other necessary forms, and supplements required by the City as necessary to ensure that prospective bidders are fully informed regarding the construction and materials requirements.

1. Consultant will:
 - a. Assist City departments with any necessary meetings, addenda, etc.
 - b. Participate in a pre-bid conference and walkthrough on site with construction bidders and the City of Pueblo to discuss project requirements.
 - c. Interpret and clarify contract documents for bidders.
 - d. Assist the City with requests for information from bidders and coordinate with the City for responses and required modifications.
 - e. Prepare documentation related to any modifications that may be required.
2. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.
3. Note: Any approved modifications to the bidding documents will be issued by Addendum by the City.

E. Construction Services Phase

1. Provide all services necessary to provide post construction award services (PCAS) to include but not limited to the following:
 - a. Respond to requests for information from Contractor and review Contractor submittals (estimate 10 hours).

- b. Assist with resolution of critical construction issues as needed in an “on call” capacity (estimate 10 hours)
- c. Attend pre-construction, and other critical meetings as related to the project (estimate 5 hours).
- d. Attend specific construction issue meetings on an on-call basis (estimate 10 hours)
- e. Consultant shall prepare final as-built drawings, based on redlines from the contractor.

F. Project Implementation

- 1. At no time will Consultant be allowed to begin a project phase prior to approval and expect to be reimbursed by City. All project phases shall be assigned and coordinated with the City’s Project Manager.
- 2. Cost overages during the project must be pre-authorized and obtain written approval of the City’s Project Manager.

3.4. Bid Alternates - Additional ROW Acquisition

Provide the following costs as separate line items which will be added to the contract if required.

A. Additional Right-of-way acquisition:

- 1. Provide a cost for additional right-of-way that is required to be obtained in excess of the planned four (4) locations.
- 2. Verify ownership of properties and recorded easements, obtain title commitments for affected parcels, and research land records.
- 3. Based on the preliminary design plans, prepare a final set of right-of-way (ROW) plans showing jurisdictional boundaries, proposed encroachments onto adjacent properties as a result of the preliminary design and/or utility relocations.
- 4. Plans are to be prepared in general conformance with the requirements of CDOT’s ROW Manual.
- 5. Provide detailed identification of any necessary land acquisitions, temporary and permanent easements, and provide legal descriptions and exhibits for acquisitions.
- 6. CDOT will act as acquisition agent for any ROW acquisition.

Schedule 2

Fee Schedule

Excerpt from Request for Proposal dated April 23, 2024, Section 2.9 and excerpt from Consultant's Revised Pricing Proposal dated June 28, 2024

A. Table 1: Submit a grand total proposed "not to exceed" amount each phase of the project.

- 1.The quoted prices must include all administration, personnel, supervision, management, labor, programs, consumable materials, travel (if necessary), insurance, and profit to perform these services.
- 2.Costs to perform the above-described scope of work on a time and materials (T&M; see Table 2) not-to-exceed basis broken down by work elements presented in the Scope of Service.
- 3.Although the project will be tracked by the phases in Table 1, the not-to-exceed number will apply only to the bottom line (i.e., funds may be shifted between work elements as necessary so long as the bottom line is not exceeded).

B. Tables 2 – 5: Time and Materials

- 1.Submit your company's time and materials rates (T&M) for the Scope of Service in this project.
- 2.These rates may also be utilized for any change orders or amendments to the agreement for this project, including additional work agreed upon by all parties.
- 3.All per hour rates must include include all administration, personnel, supervision, management, labor, programs, consumable materials, travel (if necessary), insurance, and profit to perform these services.
- 4.Include standard markup for reimbursable expenses and markup for sub-consultants, and standard per-diem rates (Tables 3 and 4).

C. Notes:

- 1.City may select to award each item of the Scope of Service (or each phase) and any Alternates based on the project needs, budget availability, project management requirements, etc.
- 2.City must agree to all additional work in writing prior to beginning of additional work.

TABLE 1: NOT TO EXCEED (Line Item 1 Revised per Negotiation)

Refer to Section 2.9A

Line Item	Description	Unit of Measure	Unit Cost
1	Preliminary Design (Schematic) Phase	Not To Exceed	\$93,820.00
2	Final Design Phase	Not To Exceed	\$30,807.00
3	Preparation of Contract Documents	Not To Exceed	\$15,620.00
4	Bidding Phase	Not To Exceed	\$2,088.00
5	Construction Services Phase	Not To Exceed	\$10,050.00
6	Additional Right of Way Acquisition (according to 3.4. Bid Alternates – Additional ROW Acquisition) Removed from Consideration – Not Required for Project	Not To Exceed	\$2,990.00
Grand Total – Line Items 1-5			\$152,385.00

TABLE 2: HOURLY RATES

Refer to Section 2.9

Line Item	Description	Unit of Measure	Unit Cost
7	Principal	Per Person Per Hour	\$295.00
8	General Manager	Per Person Per Hour	\$0.00
9	Team Leader	Per Person Per Hour	\$0.00
10	Construction Manager	Per Person Per Hour	\$0.00
11	Senior Project Manager	Per Person Per Hour	\$230.00
12	Project Manager	Per Person Per Hour	\$210.00
13	Project Lead	Per Person Per Hour	\$0.00
14	Project Coordinator	Per Person Per Hour	\$128.00
15	QA/QC Manager	Per Person Per Hour	\$210.00
16	Principal Engineer	Per Person Per Hour	\$250.00
17	Senior Engineer	Per Person Per Hour	\$210.00
18	Project Engineer	Per Person Per Hour	\$172.00
19	Design Engineer	Per Person Per Hour	\$0.00
20	Assistant Project Engineer	Per Person Per Hour	\$140.00
21	Engineer In Training	Per Person Per Hour	\$0.00

Line Item	Description	Unit of Measure	Unit Cost
22	Senior Planner	Per Person Per Hour	\$215.00
23	Senior Project Planner	Per Person Per Hour	\$0.00
24	Project Planner	Per Person Per Hour	\$170.00
25	Senior Landscape Architect	Per Person Per Hour	\$0.00
26	Senior Project Landscape Architect	Per Person Per Hour	\$0.00
27	Project Landscape Architect	Per Person Per Hour	\$0.00
28	Associate Landscape Architect	Per Person Per Hour	\$0.00
29	Assistant Landscape Architect	Per Person Per Hour	\$0.00
30	Senior Designer	Per Person Per Hour	\$150.00
31	Advanced Design Technician	Per Person Per Hour	\$0.00
32	Design Manager	Per Person Per Hour	\$0.00
33	Design Technical Manager	Per Person Per Hour	\$0.00
34	Designer	Per Person Per Hour	\$130.00
35	Design Associate	Per Person Per Hour	\$0.00
36	Senior Construction Inspector	Per Person Per Hour	\$146.00
37	Construction Inspector	Per Person Per Hour	\$136.00
38	Building Inspector	Per Person Per Hour	\$0.00

Line Item	Description	Unit of Measure	Unit Cost
39	Senior Technician	Per Person Per Hour	\$143.00
40	Technician	Per Person Per Hour	\$119.00
41	CAD Manager	Per Person Per Hour	\$0.00
42	Drafting Manager	Per Person Per Hour	\$0.00
43	Advanced Drafter	Per Person Per Hour	\$0.00
44	Intermediate Drafter	Per Person Per Hour	\$0.00
45	Drafter	Per Person Per Hour	\$0.00
46	Land Survey Manager	Per Person Per Hour	\$192.00
47	Land Surveyor	Per Person Per Hour	\$172.00
48	Survey Technician	Per Person Per Hour	\$107.00
49	One-Man Survey	Per Person Per Hour	\$0.00
50	Two-Man Survey Crew	Per Person Per Hour	\$200.00
51	GIS Analyst	Per Person Per Hour	\$140.00
52	Technical Writer	Per Person Per Hour	\$120.00
53	Expert Witness	Per Person Per Hour	\$0.00
54	Industry Expert	Per Person Per Hour	\$0.00
55	Intern	Per Person Per Hour	\$0.00

Line Item	Description	Unit of Measure	Unit Cost
56	Senior Business Consultant	Per Person Per Hour	\$0.00
57	Senior Administrative Assistant	Per Person Per Hour	\$105.00
58	Administrative Office Manager	Per Person Per Hour	\$0.00
59	Administrative Office Coordinator	Per Person Per Hour	\$0.00
60	Administrative Assistant	Per Person Per Hour	\$85.00
61	Clerical	Per Person Per Hour	\$0.00
62	Network Administrator	Per Person Per Hour	\$117.00
63	Marketing Specialist	Per Person Per Hour	\$120.00

TABLE 3: HOURLY RATES CONTINUED

Refer to Section 2.9

Line Item	Description	Position	Unit of Measure	Unit Cost
64	Please Enter Job Title in Position Column	Engineering Technician	Per Person Per Hour	\$155.00
65	Please Enter Job Title in Position Column	Senior Project Surveyor	Per Person Per Hour	\$150.00
66	Please Enter Job Title in Position Column	Project Surveyor	Per Person Per Hour	\$128.00
67	Please Enter Job Title in Position Column	Senior Survey Technician	Per Person Per Hour	\$122.00
68	Please Enter Job Title in Position Column		Per Person Per Hour	\$0.00
69	Please Enter Job Title in Position Column		Per Person Per Hour	\$0.00

Line Item	Description	Position	Unit of Measure	Unit Cost
70	Please Enter Job Title in Position Column		Per Person Per Hour	\$0.00
71	Please Enter Job Title in Position Column		Per Person Per Hour	\$0.00
72	Please Enter Job Title in Position Column		Per Person Per Hour	\$0.00
73	Please Enter Job Title in Position Column		Per Person Per Hour	\$0.00

TABLE 4: REIMBURSABLE EXPENSES

Refer to Section 2.9

Line Item	Description	Unit of Measure	Percentage
74	Mileage	Cost Plus Percent	0%
75	Subconsultants	Cost Plus Percent	15%

TABLE 5: ADDITIONAL REIMBURSABLES

Refer to Section 2.9

Line Item	Description	Unit of Measure	Unit Cost
76	Reproduction	Each	\$1.00
77	Prints (11" x17", 18" x 24")	Each	\$2.00
78	Prints (24" x 36")	Each	\$8.00

Schedule 3

Work Schedule

Excerpt from Consultant's Proposal dated May 15, 2024, Pages 31-32

A. Statement Regarding Current Workload

The depth of experience and expertise of our in-house engineers and technical specialists provide Dibble with the personnel and resources to effectively respond and commit to the Westside (Wildhorse) Trail project as noted on our Workload and Availability Chart shown below.

The Dibble team is currently supporting the City with design on two intersection projects. We have thoroughly reviewed our availability to support the Westside Trail project design and confirm that we have adequate capacity for this project and any additional tasks that may arise. We are committed to providing the high-quality service for the Westside Trail project that we have provided for past and current projects.

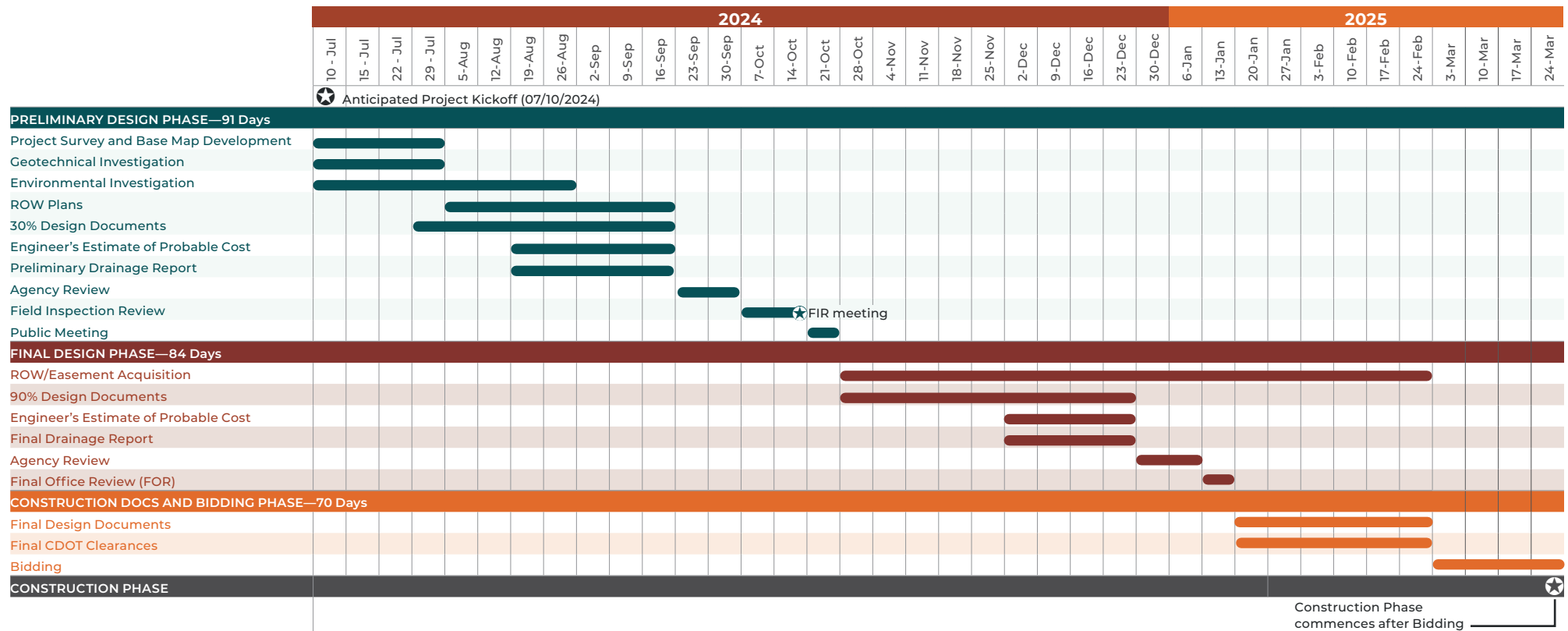
	% Current Project Commitments	% Available
Nick Westphal, PE Project Manager	60%	40%
Tim Wolfe, PE Principal-in-Charge	75%	25%
Paul Balch, PE QA/QC	65%	35%
Drew Spear, PE Principal Engineer	60%	40%
Gus Terry, PE Project Engineer	60%	40%
Nick Novotny Geotechnical Lead	75%	25%
Lorelei Ward, PLS Survey/ROW Lead	65%	35%
Brandice Eslinger Environmental Lead	70%	30%

B. Project Work Schedule

Dibble brings an established approach to project scheduling and meeting project goals. Project work and costs are monitored weekly, allowing for an ongoing accounting of project status. Dibble holds weekly staff meetings, providing the opportunity for staff to monitor progress and balance project work. The dedicated team assembled for this project has the ability and the resources to meet the project schedule. The schedule will contain tasks for each design milestone and be adjusted as the project progresses. This will allow the design team and City to monitor and control the project throughout the project's life cycle.

Dibble will provide a schedule with project design elements broken down into manageable phases and tasks. The project schedule will be established jointly by the City and Dibble during the kickoff meeting to outline the anticipated tasks and milestones to meet the project objectives. Below is a preliminary schedule for the trail project based on an estimated Notice to Proceed of July 10, 2024.

The preliminary schedule shows a construction start date in the Spring of 2025, which should be the goal of this project; however, the schedule will be dictated by the need of ROW and/or easements. Dibble will work with the City and CDOT to expedite the ROW process to the extent possible.



Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated May 15, 2024, Pages 9 - 16

A. Prime Consultant and Subconsultant Roles and Responsibilities

Dibble has formed an efficient and local team experienced in municipal multimodal trail and shared use facilities who are also thoroughly versed in delivering CDOT Local Agency projects, particularly in Pueblo. The team is prepared to implement the Westside Trail improvements in accordance with City of Pueblo and CDOT design standards.



Dibble – Prime Consultant

For the past 62 years, Dibble has assisted our clients in achieving their goals by delivering high-quality, responsive, and value-priced consulting services. Our trail design and experience working in Pueblo translates to Dibble's preparedness to provide high-quality and resilient solutions for all who will use the Westside Trail. Project Manager Nick Westphal will coordinate all work from our Denver office. The proposed Dibble team will be committed to working with Pueblo Public Works to complete the Westside Trail design to the City's expectations.

DIBBLE SERVICES



AIRPORT
DEVELOPMENT



TRANSPORTATION



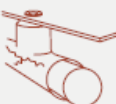
STRUCTURAL
ENGINEERING



FLOOD CONTROL



SURVEY + GIS



INFRASTRUCTURE
REHAB



PROGRAM
MANAGEMENT



TRAFFIC
ENGINEERING



WATER +
WASTEWATER



LAND DEVELOPMENT

Our organizational structure allows us the flexibility to manage multi-discipline projects and to focus on the specialized needs of municipal projects with the full support and resources of each practice. Dibble employs a talented and experienced staff of more than 160, including engineering, planning, surveying, construction, and administrative professionals. This depth of expertise, coupled with our recent Pueblo experience, provide Dibble with the resources to effectively respond and commit to this project.

Our transportation design team, with its municipal focus, is poised to efficiently advance the Westside Trail project to implementation. We offer expertise in infrastructure projects from the preliminary planning stage through final design for major arterials, intersections, local streets, and pathways, as well as urban freeways, traffic interchanges, and rural highways. We deliver streetscape and complete streets expertise for multimodal uses and Public Rights-of-Way Access Guideline (PROWAG) compliance.

This current experience will translate to beneficial efficiencies for this project. We readily anticipate the impacts of CDOT's specific Local Agency requirements for local agency projects—Field Inspection Reviews (FIR) after 30% design, Final Office Reviews (FOR) after 90% design, required clearances for utilities, right-of-way (ROW), and environmental, as well as additional requirements for special provisions and bidding—and are prepared to lead the design effort and coordinate with the CDOT Local Agency coordinator.

RESPONSIBILITIES OF THE PRIME

Dibble will serve as the Prime Consultant on this project. As the Prime consultant, we will oversee and coordinate all aspects of the project, including the overall project team, schedule, and budget management, and lead the trail design, quality control, and public outreach for the project.

Our subconsultants will provide the specialty technical expertise for the remaining scope of work activities.



The Dibble team has a long history of completing successful pedestrian and multipurpose trail designs. Our expertise began in Arizona developing designs for municipalities such as the Cities of Mesa, Tempe, Scottsdale, and Phoenix. We have successfully extended our expertise to Colorado and most recently completed the Prairie Avenue to Minnequa Lake Trail for Pueblo.

While Dibble is experienced working on Local Agency projects across multiple states, our understanding of CDOT Local Agency design and coordination requirements is recent and directly relevant to this effort. Within last three years we have completed or are actively in design for four Local Agency projects, three of which are in Pueblo: Prairie Avenue to Minnequa Lake Trail (pictured here), Lake Avenue at Orman Avenue Intersection, and Jerry Murphy Road at Chinook Lane Intersection. The fourth Local Agency project was a trail project for the City of La Junta.

Subconsultants

Farnsworth Group, Terracon, and All Phase Environmental Consultants round out the Dibble team. With staff based in Southern Colorado and established histories working in Pueblo, they will provide specialized technical services for the Westside Trail design effort.



FARNSWORTH GROUP | SURVEY, ROW PLANS

Farnsworth Group is an employee-owned, full-service design firm with over 500 engineers, architects, surveyors, technicians, and support personnel. With four Colorado offices, including Colorado Springs, Farnsworth Group ensures agility and swift response.

Their local survey team excels in land surveying and subsurface utility engineering, offering a broad range of surveying and engineering services, including boundary/ROW surveys, ALTA/ACSM land title surveys, municipal and governmental boundaries, topographic design surveys, legal descriptions for ROW and easement acquisition, CDOT right-of-way plans, title research, aerial mapping, control networks, railroad consulting/liaison services, construction surveying, and expert witness testimony.

The Farnsworth Group team has extensive history working with the City of Pueblo and El Paso County.

The Farnsworth Group is providing survey support on two Pueblo intersection improvement projects (Jerry Murphy and Chinook and Lake and Ormond) with Dibble.



TERRACON | GEOTECHNICAL

Since its founding in 1965, Terracon has evolved into a thriving, employee-owned, engineering consulting firm delivering geotechnical, materials, environmental, and facilities services. In Colorado, the Terracon team of 175+ professionals span across five offices along the Front Range, including an office in Colorado Springs.

Terracon has served public and private clients across the state for over 30 years, including roadway projects in and around Pueblo, CO. Their recent geotechnical projects include several Pueblo Memorial Airport Terminal projects with Dibble and the Pueblo West Fire Station No. 2. They continually work with CDOT on their facilities construction projects across the state including Region 2.

Terracon has worked with Dibble on more than 35 successful projects across Colorado. In Pueblo, these have included include several Pueblo Memorial Airport projects and their current geotechnical support on the Jerry Murphy and Chinook Lane Intersection project.



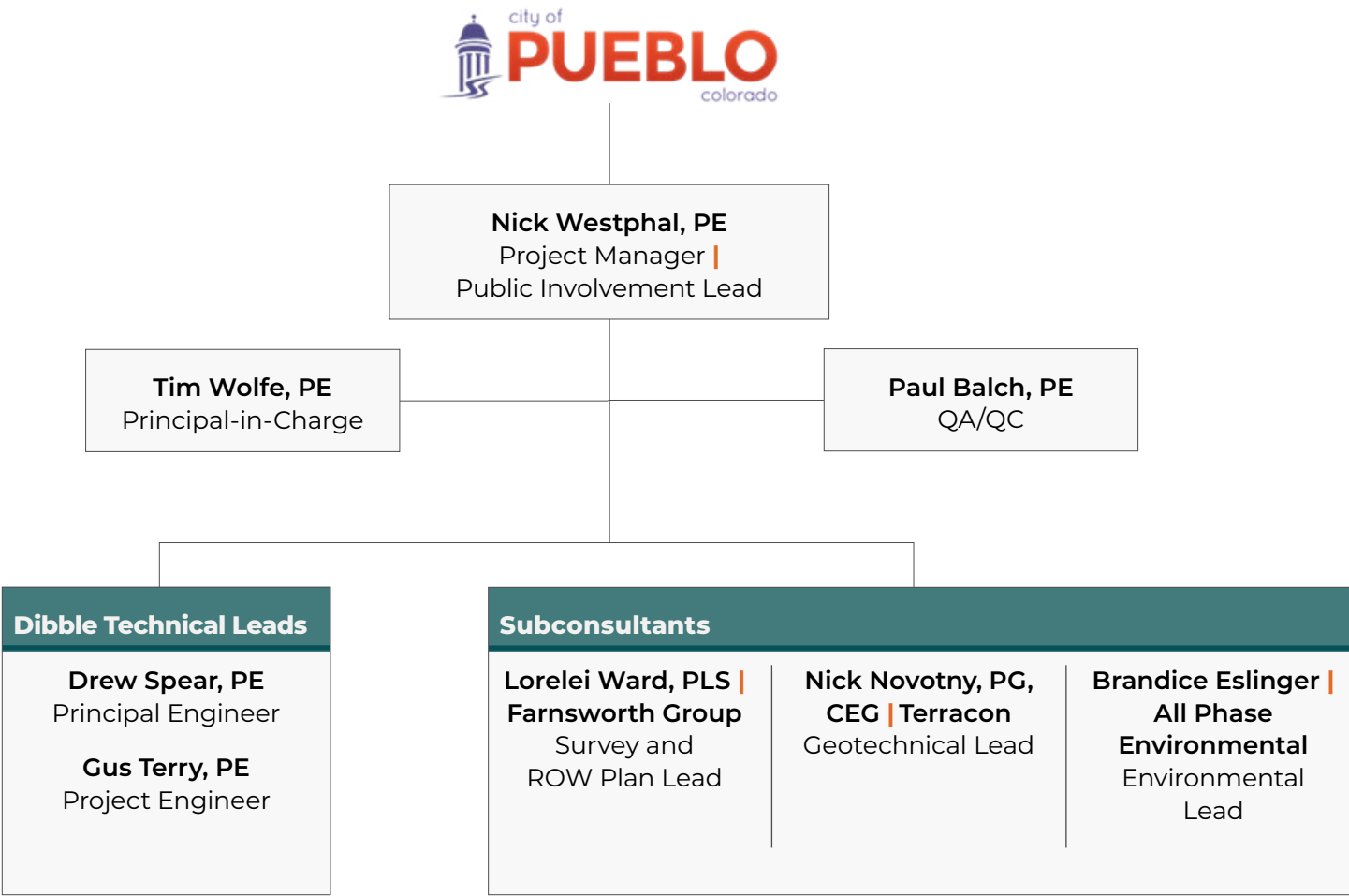
ALL PHASE ENVIRONMENTAL | ENVIRONMENTAL

All-Phase Environmental Consultants (APEC) is a Pueblo-based multidisciplinary environmental consulting firm that has been solving environmental problems associated with regulatory and liability issues since 1999. The quality of APEC's work coupled with the staff has earned APEC a reputation of a high-quality, cost-effective, quick turnaround organization. They are a valued Dibble partner, serving as the environmental lead for the Prairie Avenue to Minnequa Lake Trail project as well as the Jerry Murphy and Chinook Intersection and the Lake and Orman Intersection projects.

APEC is well established and versed in the NEPA Evaluation Criteria, particularly the CDOT Form 1399 and Form 128. Additionally, APEC conducts ASTM E1257-21 Compliant Phase I's, Transaction Screens, and Phase II's, which can be incorporated into the NEPA process. Knowledge and experience with the relevant portions of the NEPA process include Section 106 requirements and coordination with the SHPO office, Section 7 of the Endangered Species Act, Section 404 Permits if applicable, Floodplains, Noise, Air Quality, Socioeconomic impacts, to name a few.

B. Project Team Key Individuals

Many of the Dibble team members will be familiar to the City, as most of these key personnel are returning team members who successfully delivered the Prairie Avenue to Minnequa Lake Trail project. It is a streamlined team of Dibble and subconsultant staff with extensive experience in Pueblo who also possess deep experience with similar multimodal trail projects and understand the CDOT Local Agency process. By leveraging these strengths, the Dibble team is poised to optimize the team's performance and efficiency.



C. Key Individuals Resumes

Resumes detailing the qualifications and correlated project history for these key individuals begin on the following page. These are the personnel we commit to this project. Should a circumstance arise requiring alternative personnel to join the team, Dibble will first submit (in writing) the alternate's qualifications for the City's review and approval.



EDUCATION

BS, Civil Engineering, University of Toledo

REGISTRATIONS

Colorado, Registered Professional Engineer, No. 49619

DIBBLE

**Experience Prior to Dibble*

NICK WESTPHAL, PE

Project Manager | Public Involvement Lead

Nick is a project manager in Dibble's Denver office. Throughout his career, Nick has managed, designed, and participated in numerous transportation and land development projects involving transportation design, signing, striping, utility design, site grading, drainage analysis, and construction inspection. In addition to design, Nick has also managed and produced multiple traffic impact studies, design concept reports, and hydrology reports for various roadway and land development projects. His broad skill set allows him to contribute to a variety of projects during the planning, design, and construction phases of projects. Nick most recently worked with the City as project manager for the Prairie Avenue to Minnequa Lake Trail project, a CDOT Local Agency project, as well as the current Jerry Murphy Road at Chinook Lane and Lake Avenue at Orman Avenue intersection improvements.

REPRESENTATIVE PROJECTS

- > City of Pueblo: Prairie Ave. to Minnequa Lake Trail (CDOT Local Agency Project) | Pueblo, CO | Project Manager
- > City of Pueblo: Jerry Murphy and Chinook Intersection Improvements (Safe Routes to School, CDOT Local Agency Project) | Pueblo, CO | Project Manager
- > City of Pueblo: Lake and Orman Intersection Improvements (CDOT Local Agency Project) | Pueblo, CO | Project Manager
- > City of La Junta Brick & Tile Trail Design (CDOT Local Agency Project) | La Junta, CO | Project Manager
- > *US Forest Service: Sandia Crest Recreation Complex Parking Lot and Trail Improvements | Albuquerque, NM | Project Manager



EDUCATION

BS, Engineering, Purdue University

MS, Civil Engineering, Arizona State University

REGISTRATIONS

Arizona, Registered Professional Engineer, No. 24154

DIBBLE

TIM WOLFE, PE

Principal-in-Charge

Tim will oversee the project team's performance and provide senior-level contractual project support. He brings 35 years of experience in project management, traffic engineering, intelligent transportation systems, highway construction, operations and maintenance. Prior to joining Dibble, Tim worked for 27 years at the Arizona Department of Transportation (ADOT). Tim served the last six years as the Phoenix Maintenance District Engineer where he managed over 5,000 lane miles of urban freeway and oversaw the delivery of a \$50M operations and maintenance budget. Having served as Principal-in-Charge for most of Dibble's transportation projects in Colorado, Tim is well-versed with municipal project delivery in accordance with local agency requirements.

REPRESENTATIVE PROJECTS

- > City of Pueblo: Jerry Murphy and Chinook Intersection Improvement (Safe Routes to School, CDOT Local Agency Project) | Pueblo, CO | Project Principal
- > City of Pueblo: Lake and Orman Intersection Improvement (CDOT Local Agency Project) | Pueblo, CO | Project Principal
- > City of Mesa: South Canal Shared Use Path (ADOT Local Agency Project) | Mesa, AZ | Project Principal
- > City of Mesa: Mesa Drive, 8th Ave to Main St, DCR and Final Design (including intersection at Broadway Road) | Mesa, Arizona | Project Principal



PAUL BALCH, PE

QA/QC Lead

Paul is Dibble's Transportation Group Leader and provides senior-level quality control oversight to Dibble's transportation team in Colorado. Applying Dibble's Quality Control process, Paul ensures quality deliverables are provided on time and within the City's budget. Paul has 25 years of experience managing and designing more than 110 miles of arterial and local roadway improvement projects. He brings extensive knowledge in the design of multi-use pathways, paving dirt roads, urban intersections, city street improvements, rural and urban freeways, roundabouts, and corridor studies.

EDUCATION

MBA, Business Administration,
Arizona State University
BS, Civil Engineering, Northern
Arizona University

REGISTRATIONS

Arizona, Registered Professional
Engineer, No. 40957

DIBBLE

REPRESENTATIVE PROJECTS

- > City of Mesa: South Canal Shared Use Path | Mesa, AZ | Project Manager
- > City of Mesa: Mesa Gateway Shared Use Path | Mesa, AZ | Project Manager
- > Town of Guadalupe: Highline Canal Recreational Path Lighting | Guadalupe, AZ | Project Manager
- > Cococino County: Kachina Trail, Kachina Blvd. to Ancient Trail | Flagstaff, AZ | Project Manager
- > Pinal County: Kings Ranch Road Multi-Use Path | Gold Canyon, AZ | Project Manager



DREW SPEAR, PE

Principal Engineer

Drew has 38 years of experience in transportation and traffic engineering in both planning and design. His past planning projects include intersection safety and improvement studies, signal studies, ADA studies, corridor studies, location studies, design concept studies, safety analysis, and feasibility studies. Drew brings particular expertise in developing multimodal trails and shared use paths, traffic design, roadway design, comprehensive construction phasing, traffic control plans, cost analyses, prioritization, implementation planning, and traffic calming elements.

EDUCATION

BS, Civil Engineering, Colorado
School of Mines

REGISTRATIONS

Colorado, Registered Professional
Engineer, No. 53136

DIBBLE

REPRESENTATIVE PROJECTS

- > City of Pueblo: Jerry Murphy and Chinook Intersection Improvement (Safe Routes to School, CDOT Local Agency Project) | Pueblo, CO | Senior Engineer
- > City of Pueblo: Lake and Orman Intersection Improvement (CDOT Local Agency Project) | Pueblo, CO | Senior Engineer
- > City of Scottsdale: Shea Boulevard Multi-use Path | Scottsdale, AZ | Project Manager
- > City of Scottsdale: Via Linda Trailhead and Sunrise Trailhead Parking Lot Designs (include equestrian trails, trail connections) | Scottsdale, AZ | Project Manager
- > Town of Gilbert: Powerline Trail, Phase I (Dibble Design Consultant) | Scottsdale, AZ | Project Manager



GUS TERRY, PE

Project Engineer

Gus' expertise throughout his career encompasses roadway, parking lot, and drainage design. His responsibilities have included roadway design, 3D modeling, earthwork, grading and drainage calculations, utility design and coordination, signing and pavement marking design, maintenance of traffic plans, and retention basin design. Gus is experienced in Civil 3D, SignCAD, Storm Sewers, Express Flow, and AutoTURN.

REPRESENTATIVE PROJECTS

- > City of Pueblo: Jerry Murphy and Chinook Intersection Improvement (Safe Routes to School, CDOT Local Agency Project) | Pueblo, CO | Project Engineer
- > City of Pueblo: Lake and Orman Intersection Improvement (CDOT Local Agency Project) | Pueblo, CO | Project Engineer
- > City of Mesa: Mountain Vista Trail (Dibble Design Consultant) | Mesa, AZ | Project Engineer
- > Colorado Department of Human Services: Fort Logan Phase 2 Infrastructure | Denver, CO | Project Engineer

EDUCATION

BS, Civil Engineering, Colorado State University

REGISTRATIONS

Colorado, Registered Professional Engineer, No. 63284

DIBBLE



LORELEI WARD, PLS

Survey and ROW Plan Lead

Lorelei has more than 32 years of survey and right-of-way experience. She started her survey career at the Denver Water Board and later joined the CDOT Survey/Right-of-Way Department, spending 27 years with the agency. Over the course of her career, Lorelei developed an extensive background in various types of surveys (topographic, utility, drainage, boundary, and ROW). Since transitioning to the private sector, she has served as a land survey manager and leads ROW and plan development, including consultant management, cost estimating, survey research, boundary analysis, survey control, property descriptions, right-of-way plans, and land survey plats. Her experience with both the public and the private sectors has given her a well-rounded knowledge of how every phase of a survey project is planned and executed, and this expertise will be highly beneficial to your projects.

REPRESENTATIVE PROJECTS

- > City of Pueblo: Jerry Murphy and Chinook Intersection Improvements (subconsultant to Dibble) | Pueblo, CO | Survey Manager
- > City of Pueblo: Lake and Orman Intersection Improvement (subconsultant to Dibble) | Pueblo, CO | Survey Manager
- > CDOT Region 2: Drew Dix Parkway Roundabout | Pueblo, CO | Field Survey Lead for Topographic Survey, SUE, and ROW Plan Production
- > El Paso County: Beacon Lite Road Improvements | Monument, CO | Project Manager for ROW and SUE Survey

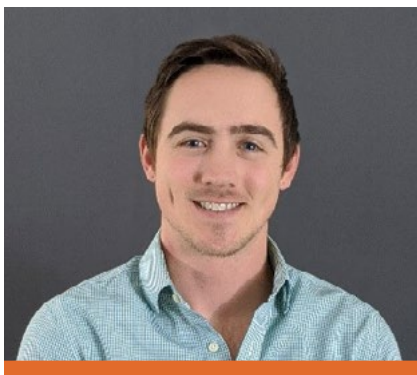
EDUCATION

BS, Civil Engineering Technology, University of Southern Colorado

REGISTRATION

Colorado, Professional Land Surveyor, No. 34982





NICK NOVOTNY, PG, CEG

Geotechnical Lead

Nick is an Engineering Geologist with over nine years of professional experience in the geotechnical industry. He has directly managed fieldwork, geotechnical analysis, and report preparation of numerous geotechnical projects throughout Colorado and California. During his career, Nick has developed competency performing geotechnical calculations, seismic and liquefaction analysis, slope stability analysis, swell/heave analysis, and geophysical studies including seismic refraction/reflection and electrical resistivity. A veteran of transportation infrastructure improvement projects, Nick has worked as a project manager on numerous municipal transportation and utilities projects in the greater Denver area.

EDUCATION

BS, Geology, California State University Sacramento

CERTIFICATIONS

Professional Geologist,
PG No. 9626

Certified Engineering Geologist,
No. CEG 2724



REPRESENTATIVE PROJECTS

- > City of Pueblo: Jerry Murphy and Chinook Intersection Improvements (subconsultant to Dibble) | Pueblo, CO | Geotechnical Manager
- > City and County of Denver: Weir Gulch Trail Improvements | Denver, CO | Geotechnical Project Manager
- > Colorado Department of Human Services: Fort Logan Phase 2 Infrastructure (subconsultant to Dibble) | Denver, CO | Geotechnical Project Manager
- > Broadway Station Bridges and Infrastructure Project | Denver, CO | Geotechnical Project Manager



BRANDICE ESLINGER

Environmental Lead

Brandice is the owner of All-Phase Environmental. She has more than 25 years of experience in environmental science providing expert guidance to clients from the initial phases of an environmental site assessment to No Further Action (NFA) of a site. Brandice has provided environmental clearances for numerous municipal improvements, including the Prairie Ave. to Minnequa Lake Trail project with Dibble. She is a specialist in subsurface soil investigations, specifically establishing the degree of contamination, delineating the contamination, including groundwater monitoring, and determining the most feasible remediation techniques.

EDUCATION

BS, Environmental Science/
Engineering, Minor: Geography,
University of Denver

MS, Industrial and Systems
Engineering, Colorado State
University-Pueblo

CERTIFICATIONS

Provided at right



REPRESENTATIVE PROJECTS

- > City of Pueblo: Prairie Ave. to Minnequa Lake Trail (CDOT Local Agency Project) (subconsultant to Dibble) | Pueblo, CO | Environmental Project Manager
- > City of Pueblo: Jerry Murphy and Chinook Intersection Improvements (CDOT Local Agency project, subconsultant to Dibble) | Pueblo, CO | Environmental Project Manager
- > City of Pueblo: Lake and Orman Intersection Improvements (CDOT Local Agency projects, subconsultant to Dibble) | Pueblo, CO | Environmental Project Manager

CERTIFICATIONS

OPS Listed Consultant #6095 | OSHA 40 Hour HAZWOPER Certification | OSHA Site Supervisor | Due Diligence at Dawn (ASTM Standard 2000, 2005, 2013) | ASTM E1527-13 & 21 | Certified Project Designer #5494 | Certified Lead Inspector/Risk Assessor #9162 | HERS Energy Rater #9915053 | ASTM E 1903 Standard for Phase II Environmental Site Assessments

Schedule 5

COLO. DEPT. OF TRANSPORTATION (CDOT) REQUIREMENTS

Excerpt from Request for Proposal dated April 23, 2024, Section 9
and Contract Between City of Pueblo and CDOT, Included in RFP as Attachment C

9.1. CDOT LOCAL AGENCY CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT REQUIREMENTS

The following requirements shall apply to FHWA-assisted contracts.

A. Definitions

1. B2GNow. Web based platform utilized by CDOT to track Civil Rights compliance (DBE/ESB participation) and prompt payment requirements on its contracts. The Consultant will use this platform to submit Utilization Plan(s), Subconsultant and Supplier/Vendor information on the Contract.
2. CDOT Civil Rights. The CDOT Civil Rights office that assist with the contract and prompt payment requirements on contracts. This can be in either the region or headquarters. Civil Rights and Business Resource Center (CRBRC). CDOT's Civil Rights office at Headquarters.
3. Commercially Useful Function (CUF). Responsibility for the execution of work by actually performing, managing, and supervising the work, as described in 49 CFR Part 26.
4. Commitment. A portion of the Contract designated by the Consultant for participation by DBE firms. The DBE firm(s) are included in the proposal team for participation to meet the Contract Goal. Commitments must identify the work to be performed by the DBE and include the percentage of the contract committed to each DBE firm. Commitments are measured at the end of the contract and are calculated by the actual payments to a DBE firm divided by the total payments made under the Contract.
5. Contract. Agreement between the Local Agency and the Consultant, whereby the Consultant will be compensated in exchange for providing Professional Services and ancillary services. For purposes of this document, the term "Contract" refers to an individual, executed Task Order for an On-Call Agreement or a Master Contract (overarching agreement) for Project-Specific and Program-Specific Agreements.
6. Contract Goal Percentage. The percentage of the Contract established by CDOT for reasonable participation by DBEs and stated in the invitation for consultant services.
7. Consultant. An individual, firm, corporation, or other legal entity with a direct contractual relationship with the Local Agency's solicitation to render Professional Services and ancillary services.
8. Disadvantaged Business Enterprise (DBE). A Colorado certified Disadvantaged Business

Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory at www.coloradodbe.org.

9. Emerging Small Business (ESB). A CDOT certified Emerging Small Business firm listed on the ESB Directory at www.coloradoesb.org.
10. Good Faith Efforts (GFE). All necessary and reasonable steps to secure the necessary Commitments to meet the Contract Goal or other requirements of this contract, which by their scope, intensity, and appropriateness to the objective could reasonably be expected to fulfill the contract requirement. Guidance on Good Faith Efforts to meet the Contract Goal is provided in 49 CFR Part 26, Appendix A.
11. Local Agency. The City of Pueblo.
12. Professional Services. The practice of architecture, engineering, professional land surveying, landscape architecture, and industrial hygiene as defined in Colorado Revised Statutes (CRS) 24-30-1402 and 48CFR Part 2.
13. Reduction. Reduction occurs when the Consultant reduces a Commitment to a DBE. A Reduction is a partial Termination.
14. Subconsultant. An individual, firm, corporation or other legal entity to whom the Consultant sublets part of the contract. For purposes of these requirements, the term Subconsultant includes Suppliers/Vendors.
15. Substitution. Substitution occurs when a Consultant seeks to find another certified DBE firm to perform work on the contract as a result of a Reduction or Termination.
16. Termination. Termination occurs when a Consultant no longer intends to use a DBE firm for fulfillment of a Commitment. This includes, but is not limited to, instances in which a Consultant seeks to perform work originally designated for a DBE Subconsultant with its own forces or those of an affiliate, a nonDBE firm, or with another DBE firm.
17. Utilization Plan (UP). The documentation of Subconsultant and Supplier/Vendor participation on the awarded Contract. The Utilization Plan details all Subconsultants and Suppliers/Vendors included as part of the proposal team and Commitments by percentage made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.
18. Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2. A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc) and would not be overseen by a licensed engineer.

19. Work Code. A code to identify the work that a DBE is certified to perform. A work code includes a six (6) digit North American Industry Classifications System (NAICS) code plus a descriptor. Work codes are listed on a firm's profile on the Colorado UCP DBE Directory at <https://coucp.dbesystem.com/>. The Local Agency may include CDOT in discussions for clarification. The consultant may contact the Civil Rights and Business Resource Center to receive guidance on whether a work code covers the work to be performed.

- B. For additional information please refer to CDOT's Local Agency Civil Rights Guidelines for more information: <https://www.codot.gov/business/civilrights/compliance/prof-services/overview>.

9.2. NONDISCRIMINATION AND SUBCONTRACTING REQUIREMENTS

The following requirements apply to all contracts and subcontracts on FHWA federally assisted contracts.

- A. Non-discrimination. The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- B. Civil Rights Act of 1964 Title VI. CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- C. Consultant Assurance. By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:
1. Withholding monthly progress payments
 2. Assessing sanctions
 3. Liquidated damages
 4. Disqualifying the consultant from future bidding as non-responsible
- D. Prompt Payment. Payments to all Subconsultants shall be made within seven (7) calendar days of receipt of payment from the Local Agency, or no later than ninety (90) calendar days from the

date of the submission of a complete invoice from the Subconsultant, whichever occurs first. The Local Agency will assist in enforcing the Civil Rights Requirements outlined above as well as prompt payment as outlined in 49 CFR, Part 26. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify the Subconsultant no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include failure to timely submit an invoice or to deposit payments made. The Consultant shall electronically submit prompt payment audit reports in B2GNow by the fifteenth (15th) of each month through the B2GNow software. If no payment has been made, the Consultant shall document this in the prompt payment audit reporting.

- E. Subcontract Terms. Parts A-D of this section shall be included in all subcontracts or other agreements for the performance of work on the contract.

9.3. CONTRACT COMMITMENT

At the time of initial proposal, the Consultant must make a contractually binding guarantee to meet the Contract Goal in accordance with 49 CFR 26.53.

- A. Affidavit of Small Business Participation. The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. CDOT's Affidavit of Small Business Participation form must be submitted with the Consultant's statement of interest proposal. Failure to submit the CDOT Affidavit of Small Business Participation form will result in the Consultant being deemed non-responsive and ineligible for award. The Local Agency will copy the top preferred proposals to CDOT's Civil Rights and Business Resource Center (CRBRC) for approval of CDOT's Affidavit of Small Business Participation form. This form includes the commitments to meet the DBE goal.
- B. Contract Utilization Plan (UP). Once the contract is awarded and the Local Agency receives a signed contract, the Local Agency will submit the Local Agency Professional Services B2GNow Contract Information form for CDOT to set up the contract in the B2GNow system. Once the contract is setup in the system, the Consultant will receive a notice from CDOT within five (5) calendar days of selection, to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all DBE, ESB, and nonDBE/ESB Subconsultants and Suppliers/Vendors included as part of its "most qualified" team. The Utilization Plan shall also include all Commitments by percentage.
- C. Consultant Responsibility. The Consultant is solely responsible for ensuring that the Contract Goal is achieved upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever occurs first. The Local Agency and CDOT assists in the monitoring as oversight agencies.

- D. **Contract Good Faith Effort Requirement.** The UP will not be approved by CDOT until the Consultant documents sufficient Commitments to meet the Contract Goal or demonstrates Good Faith Efforts to meet the Contract Goal even though it did not succeed in obtaining sufficient Commitments to do so.
1. Good Faith Efforts mean that the Consultant:
 - a. Documents it has obtained enough DBE participation to meet the Contract Goal, or
 - b. Documents that it made adequate good faith efforts to meet the Contract Goal, even though it did not succeed in obtaining enough DBE participation to do so
 2. If the Consultant has not documented sufficient Commitments to meet the Contract Goal, the Consultant shall provide an explanation of its efforts to obtain Commitments by submitting the CDOT's Professional Services Good Faith Efforts Report form and supporting documentation to CRBRC.
 - a. The CRBRC will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Contract Goal
 - b. The CRBRC will approve the Contract Utilization Plan if it determines that the Consultant has made Good Faith Efforts to meet the Contract Goal
 3. In conducting Good Faith Effort reviews, the CRBRC will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The CRBRC may also consider, but is not limited to, the following factors in evaluating the Consultant's Good Faith Efforts:
 - a. Performance of other consultants in meeting DBE goals on contracts that have a similar scope of work, contract amount, location, and time frame
 - b. Reason(s) for choosing a nonDBE subconsultant over an interested DBE
 - c. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant
 - d. Past performance by the Consultant on contracts that have a similar scope of work, contract amount, location and time frame
 - e. Any other factors that may be pertinent to the factual circumstances
 4. If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.
- E. **Administrative Reconsideration.** If the CRBRC determines that the Consultant did not demonstrate Good Faith Efforts to meet the Contract Goal, the Consultant will be provided a written notice of its determination and an opportunity for administrative reconsideration by the CDOT Chief Engineer or a designee.

1. The Chief Engineer or a designee will conduct administrative reconsideration.
 - a. The Consultant will have five (5) calendar days from the written notice to request administrative reconsideration of an adverse Good Faith Efforts determination
 - b. The request shall include the basis for reconsideration and any supporting documentation that the Consultant would like to be considered as part of the reconsideration
 - c. The reconsideration should also specify whether the Consultant is requesting an informal, in person or telephonic hearing with CDOT to address the issues in the Good Faith Efforts determination
 - d. If a request for an informal hearing is not made, the Consultant will be deemed to have waived this opportunity
2. Upon a hearing request, the Civil Rights and Business Resource Center will establish a date and time for the hearing and send written notice via email to the Consultant, the Local Agency and Civil Rights at least two (2) business days in advance of the hearing.
 - a. If schedules permit, the parties may waive the two (2) business day requirement
 - b. The CDOT Chief Engineer or designee may request additional documentation from the Consultant and/or the Local Agency
 - c. A copy of all requests and responses should be provided to the other party and the other party shall be given an opportunity to respond
3. The CDOT Chief Engineer or a designee shall issue the final determination as to whether the Consultant made Good Faith Efforts to meet the Contract Goal.
 - a. The determination will be in writing and explain the basis for the CDOT Chief Engineer's or designee decision regarding whether or not the Consultant demonstrated Good Faith Efforts to meet the Contract Goal
 - b. The Good Faith Efforts determination of the CDOT Chief Engineer or designee is not appealable

9.4. ELIGIBLE DBE PARTICIPATION

In order to count towards the Contract Goal, (1) the work performed by the DBE Consultant, Subconsultant, or Supplier/Vendor must be identified in an approved Commitment, and (2) the Consultant, Subconsultant, or Supplier/Vendor must be DBE certified in the committed work upon submission of the Commitment. The Local Agency will evaluate whether the work it is committed to perform can reasonably be construed to fall within the work areas for which the DBE Consultant, Subconsultant, or Supplier/Vendor is certified. The Local Agency may request assistance from CDOT if needed.

- A. If a Consultant, Subconsultant, or Supplier/Vendor is decertified as a DBE following the approval of a Contract, its participation on that Contract may continue to count as DBE participation.
- B. DBE participation will be tracked through the B2GNow.
- C. Only work actually performed by the DBE will count towards the Contract Goal.
 - 1. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for:
 - a. Providing a bona fide service, such as professional, technical, consultant, or managerial services; and/or
 - b. Providing assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of work, provided that the fee or commission is determined by the Local Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services
 - 2. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm.
 - a. Work that a DBE subcontracts out to a non-certified firm will not count toward the goal
 - b. DBE firms may use an employee leasing company for the work
 - i. The participation of the leased employees will count only if the certified DBE firm maintains an employer-employee relationship with the leased employees
 - ii. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the leased employees, as well as ultimate responsibility for wage and tax obligations related to the employees
 - c. Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay
 - 3. When a DBE performs as a participant in a joint venture:
 - a. Only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces may count toward the Goal
 - b. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT

- D. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.
1. To perform a Commercially Useful Function:
 - a. The DBE must be responsible for the execution of the work to be performed and
 - b. Actually performing, managing, and supervising the work
 2. In evaluating whether a DBE is performing a Commercially Useful Function, the Local Agency will consider factors, including but not limited to:
 - a. The amount of subcontracted work
 - b. Industry practices, and
 - c. Whether payment to the DBE is commensurate with the work for which the DBE is claiming credit, and any other relevant factors
 3. DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of DBE participation.
 4. A DBE is presumed as not performing a Commercially Useful Function:
 - a. When it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the work it is contracted to perform with its own workforce; or
 - b. When the DBE subcontracts a greater portion of its work than would be expected based on normal industry practice for the type of work involved.
 - c. In these circumstances, the DBE may present evidence to CDOT in order to rebut the presumption.
 5. In order to finalize the Contract, the Consultant must have submitted a Professional Services Commercially Useful Function Questionnaire form for each DBE firm that performed work or provided supplies toward meeting the contract goal. The DBE, Consultant and Engineer must sign the Professional Services Commercially Useful Function Questionnaire form.
 6. The City's determinations regarding Commercially Useful Function matters are not appealable.

9.5. UTILIZATION PLAN MODIFICATIONS

Reduction, Substitution, Termination. Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without the Local Agency's approval. Consultants may request modification approval to

the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's Professional Services DBE Participation Plan Modification Request form.

- A. Notice to Subconsultant. Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice and advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's proposed action should not be approved. If required as a matter of public necessity (e.g., safety), the Local Agency may waive or reduce the period to respond. The DBE firm may also voluntarily waive the response period.
- B. Good Cause Requirement. A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:
 - 1. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE
 - 2. Failure or refusal by the DBE to execute a written contract
 - 3. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants
 - 4. The DBE fails to meet reasonable, nondiscriminatory insurance requirement
 - 5. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness
 - 6. The DBE is ineligible to work because of suspension or debarment proceedings or other state law
 - 7. The DBE is not a responsible Consultant
 - 8. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal
 - 9. The listed DBE is ineligible to receive credit for its participation
 - 10. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform
 - 11. The DBE ceases business operations or otherwise dissolves; and/or

12. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant

C. Good Faith Effort Requirement. When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find a Substitution up to the Contract Goal for the DBE whose Commitment has been Terminated or Reduced, Substitutions do not have to be in the same type of work that was Terminated or Reduced.

1. Prior to making a Substitution, the Consultant must receive the Local Agency's approval for the Substitution.
2. An approval of the modification constitutes a modification of the Utilization Plan through CDOT. Each substitute DBE approved by the Local Agency must have documentation. Documentation similar to a Project Cost Worksheet for Subconsultants or Letter of Intent for a Supplier/Vendor that shows commitments to the firm on the contract are required. Once approved, the Local Agency will work with the CRBRC to modify the UP in B2GNow.

9.6. ENFORCEMENT

It is the responsibility of the Local Agency and Consultant to ensure that Commitments are fulfilled or to request Utilization Plan modifications in a timely manner as described in Section VI. Approvals under the Contract are not an explicit or implicit approval by the Local Agency or CDOT of any Commitment Terminations, Reductions, Substitutions, or any other waiver of the Contract Civil Rights requirements.

- A. The Local Agency may conduct reviews or investigations of participants as necessary. All participants on the Contract, including, but not limited to, DBE Subconsultants or Suppliers/Vendors are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information. This also includes applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet the Contract Goal.
- B. If the Local Agency determines that a Consultant, Subconsultant or Supplier/Vendor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Local Agency to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, the Local Agency may:
 1. Refuse to count any fraudulent or misrepresented DBE/ESB participation
 2. Withhold progress payments to the Consultant commensurate with the violation
 3. Reduce the Consultant's prequalification status
 4. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or
 5. Seek any other available contractual remedy

9.7. CONTRACT CLOSEOUT

The Local Agency will collect a completed CDOT Professional Services Closeout Report form upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever comes first. This form will report the final actual DBE participation on the Contract and any amounts for which CDOT will be seeking reimbursement due to the Consultant not meeting Commitments. The Local Agency will submit the form to CDOT Civil Rights with submission of the final invoice.

9.8. NONCONSTRUCTION FEDERAL HIGHWAY ADMINISTRATION (FHWA) CONTRACT CLAUSES

- A. Federal laws and regulations that may be applicable to the Work include:
1. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agency and their contractors or the Local Agency).
 2. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).
 3. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agency and the Local Agency when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).
 4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
 5. Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).
 6. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
 7. Office of Management and Budget (OMB)Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.
 8. The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state

that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

9. In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
 10. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91- 646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).
 11. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.)
 12. The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45
 13. C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.
 14. 23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".
 15. 23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".
 16. 23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".
- B. Nondiscrimination. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
1. Compliance with Regulations. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
 2. Nondiscrimination. The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.
4. Information and Reports. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.
5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
- C. Incorporation of Provisions. The Contractor will include the provisions regarding the foregoing sections and the IGA (attached) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct 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 supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

9.9. OMB UNIFORM GUIDANCE FOR FEDERAL PROJECTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following:

- A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" 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 Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. 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 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.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by 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.
6. 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.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor 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.”
- B. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
1. The City must report all suspected or reported violations to the Federal awarding agency.
- C. Rights to Inventions Made Under a Contract or Agreement. 3 If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract 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,” 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, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award 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). If applicable, Contractor agrees to the following:

1. Clean Air Act:

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

2. Federal Water Pollution Control Act:

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

- E. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (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. If applicable,

Contractor shall be bound by its Bidder's Certification for Debarment, Suspension, Ineligibility and Voluntary Exclusion throughout the period of the Contract.

- F. 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 contract, 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.
- G. Domestic Preference for Procurement (C.F.R. § 200.322). 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.
- H. Procurement of Recovered Material (C.F.R. § 200.323).
 - 1. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - b. Meeting contract performance requirements.
 - c. At a reasonable price.
 - 2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - 3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- I. Additional Provisions.
 - 1. Access to Records. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the federal fund and/or grant provider or authorized representatives access to construction or other work sites pertaining to the work being completed under the Project.
4. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.
5. Changes. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.
Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.
6. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
7. Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contract.

9.10. CDOT PROFESSIONAL SERVICES CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

A. Definitions

1. B2GNow. Web based platform utilized by CDOT to track Civil Rights compliance (DBE/ESB participation) and prompt payment requirements on its contracts. The Consultant will use this platform to submit Utilization Plan(s), Subconsultant and Supplier/Vendor information on the Contract.
2. CDOT Civil Rights. The CDOT Civil Rights office that assist with the contract and prompt payment requirements on contracts. This can be in either the region or headquarters.
3. Civil Rights and Business Resource Center (CRBRC). CDOT's Civil Rights office at Headquarters.

4. Commercially Useful Function (CUF). Responsibility for the execution of work by actually performing, managing, and supervising the work, as described in 49 CFR Part 26.
5. Commitment. A portion of the Contract designated by the Consultant for participation by DBE firms. The DBE firm(s) are included in the proposal team for participation to meet the Contract Goal. Commitments must identify the work to be performed by the DBE and include the percentage of the contract committed to each DBE firm. Commitments are measured at the end of the contract and are calculated by the actual payments to a DBE firm divided by the total payments made under the Contract.
6. Contract. Agreement between the Local Agency and the Consultant, whereby the Consultant will be compensated in exchange for providing Professional Services and ancillary services. For purposes of this document, the term "Contract" refers to an individual, executed Task Order for an On-Call Agreement or a Master Contract (overarching agreement) for Project-Specific and Program-Specific Agreements.
7. Contract Goal Percentage. The percentage of the Contract established by CDOT for reasonable participation by DBEs and stated in the invitation for consultant services.
8. Consultant. Contractor whether designated as engineer, consultant or otherwise who has entered an agreement with Local Agency pursuant to which mandatory federal and state contract provisions have become applicable including the requirements of this Part III.
9. Disadvantaged Business Enterprise (DBE). A Colorado certified Disadvantaged Business Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory at www.coloradodbe.org.
10. Emerging Small Business (ESB). A CDOT certified Emerging Small Business firm listed on the ESB Directory at www.coloradoesb.org.
11. Good Faith Efforts (GFE). All necessary and reasonable steps to secure the necessary Commitments to meet the Contract Goal or other requirements of this contract, which by their scope, intensity, and appropriateness to the objective could reasonably be expected to fulfill the contract requirement. Guidance on Good Faith Efforts to meet the Contract Goal is provided in 49 CFR Part 26, Appendix A.
12. Local Agency. Pueblo, a municipal corporation.
13. Professional Services. The practice of architecture, engineering, professional land surveying, landscape architecture, and industrial hygiene as defined in Colorado Revised Statutes (CRS) 24-30-1402 and 48CFR Part 2.
14. Reduction. Reduction occurs when the Consultant reduces a Commitment to a DBE. A Reduction is a partial Termination.
15. Subconsultant. An individual, firm, corporation or other legal entity to whom the Consultant

sublets part of the contract. For purposes of these requirements, the term Subconsultant includes Suppliers/Vendors.

16. Substitution. Substitution occurs when a Consultant seeks to find another certified DBE firm to perform work on the contract as a result of a Reduction or Termination.
 17. Termination. Termination occurs when a Consultant no longer intends to use a DBE firm for fulfillment of a Commitment. This includes, but is not limited to, instances in which a Consultant seeks to perform work originally designated for a DBE Subconsultant with its own forces or those of an affiliate, a nonDBE firm, or with another DBE firm.
 18. Utilization Plan (UP). The documentation of Subconsultant and Supplier/Vendor participation on the awarded Contract. The Utilization Plan details all Subconsultants and Suppliers/Vendors included as part of the proposal team and Commitments by percentage made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.
 19. Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2. A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc.) and would not be overseen by a licensed engineer.
 20. Work Code. A code to identify the work that a DBE is certified to perform. A work code includes a six (6) digit North American Industry Classifications System (NAICS) code plus a descriptor. Work codes are listed on a firm's profile on the Colorado UCP DBE Directory at <https://coucp.dbesystem.com/>. The Local Agency may include CDOT in discussions for clarification. The consultant may contact the Civil Rights and Business Resource Center to receive guidance on whether a work code covers the work to be performed.
- B. Nondiscrimination and Subcontracting Requirements for all contracts and subcontracts on FHWA federally assisted contracts with the City.
1. Non-discrimination. The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
 2. Civil Rights Act of 1964 Title VI. CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into

pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. Consultant Assurance. By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:
 - a. Withholding monthly progress payments
 - b. Assessing sanctions
 - c. Liquidated damages
 - d. Disqualifying the consultant from future bidding as non responsible
 4. Prompt Payment. Payments to all Subconsultants shall be made within seven (7) calendar days of receipt of payment from the Local Agency, or no later than ninety (90) calendar days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. The Local Agency will assist in enforcing the Civil Rights Requirements outlined above as well as prompt payment as outlined in 49 CFR, Part 26. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify the Subconsultant no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include failure to timely submit an invoice or to deposit payments made. The Consultant shall electronically submit prompt payment audit reports in B2GNow by the fifteenth (15th) of each month through the B2GNow software. If no payment has been made, the Consultant shall document this in the prompt payment audit reporting.
 5. Subcontract Terms. Parts A-D of this section shall be included in all subcontracts or other agreements for the performance of work on the contract.
- C. Contract Commitment required at the time of initial proposal. The Consultant must make a contractually binding guarantee to meet the Contract Goal in accordance with 49 CFR 26.53.
1. Affidavit of Small Business Participation. The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. CDOT's Affidavit of Small Business Participation form must be submitted with the Consultant's statement of interest proposal. Failure to submit the CDOT Affidavit of

Small Business Participation form will result in the Consultant being deemed non responsive and ineligible for award. The Local Agency will copy the top preferred proposals to CDOT's Civil Rights and Business Resource Center (CRBRC) for approval of CDOT's Affidavit of Small Business Participation form. This form includes the commitments to meet the DBE goal.

2. **Contract Utilization Plan (UP).** Once the contract is awarded and the Local Agency receives a signed contract, the Local Agency will submit the Local Agency Professional Services B2GNow Contract Information form for CDOT to set up the contract in the B2GNow system. Once the contract is setup in the system, the Consultant will receive a notice from CDOT within five (5) calendar days of selection, to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all DBE, ESB, and nonDBE/ESB Subconsultants and Suppliers/Vendors included as part of its "most qualified" team. The Utilization Plan shall also include all Commitments by percentage.
3. **Consultant Responsibility.** The Consultant is solely responsible for ensuring that the Contract Goal is achieved upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever occurs first. The Local Agency and CDOT assists in the monitoring as oversight agencies.
4. **Contract Good Faith Effort Requirement.** The UP will not be approved by CDOT until the Consultant documents sufficient Commitments to meet the Contract Goal or demonstrates Good Faith Efforts to meet the Contract Goal even though it did not succeed in obtaining sufficient Commitments to do so.
 - a. **Good Faith Efforts mean that the Consultant:**
 - i. Documents it has obtained enough DBE participation to meet the Contract Goal, or
 - ii. Documents that it made adequate good faith efforts to meet the Contract Goal, even though it did not succeed in obtaining enough DBE participation to do so
 - b. If the Consultant has not documented sufficient Commitments to meet the Contract Goal, the Consultant shall provide an explanation of its efforts to obtain Commitments by submitting the CDOT's Professional Services Good Faith Efforts Report form and supporting documentation to CRBRC.
 - i. The CRBRC will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Contract Goal
 - ii. The CRBRC will approve the Contract Utilization Plan if it determines that the Consultant has made Good Faith Efforts to meet the Contract Goal
 - c. In conducting Good Faith Effort reviews, the CRBRC will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The CRBRC may also consider, but is not limited to, the following factors in evaluating the Consultant's Good Faith Efforts:

- i. Performance of other consultants in meeting DBE goals on contracts that have a similar scope of work, contract amount, location, and time frame
 - ii. Reason(s) for choosing a nonDBE subconsultant over an interested DBE
 - iii. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant
 - iv. Past performance by the Consultant on contracts that have a similar scope of work, contract amount, location and time frame
 - v. Any other factors that may be pertinent to the factual circumstances
- d. If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.
- 5. Administrative Reconsideration. If the CRBRC determines that the Consultant did not demonstrate Good Faith Efforts to meet the Contract Goal, the Consultant will be provided a written notice of its determination and an opportunity for administrative reconsideration by the CDOT Chief Engineer or a designee.
 - a. The Chief Engineer or a designee will conduct administrative reconsideration.
 - i. The Consultant will have five (5) calendar days from the written notice to request administrative reconsideration of an adverse Good Faith Efforts determination
 - ii. The request shall include the basis for reconsideration and any supporting documentation that the Consultant would like to be considered as part of the reconsideration
 - iii. The reconsideration should also specify whether the Consultant is requesting an informal, in person or telephonic hearing with CDOT to address the issues in the Good Faith Efforts determination
 - iv. If a request for an informal hearing is not made, the Consultant will be deemed to have waived this opportunity
 - b. Upon a hearing request, the Civil Rights and Business Resource Center will establish a date and time for the hearing and send written notice via email to the Consultant, the Local Agency and Civil Rights at least two (2) business days in advance of the hearing.
 - i. If schedules permit, the parties may waive the two (2) business day requirement
 - ii. The CDOT Chief Engineer or designee may request additional documentation from the Consultant and/or the Local Agency

- iii. A copy of all requests and responses should be provided to the other party and the other party shall be given an opportunity to respond
- c. The CDOT Chief Engineer or a designee shall issue the final determination as to whether the Consultant made Good Faith Efforts to meet the Contract Goal.
 - i. The determination will be in writing and explain the basis for the CDOT Chief Engineer's or designee decision regarding whether or not the Consultant demonstrated Good Faith Efforts to meet the Contract Goal
 - ii. The Good Faith Efforts determination of the CDOT Chief Engineer or designee is not appealable
- D. Please refer to CDOT's Local Agency Civil Rights Guidelines for more information:
<https://www.codot.gov/business/civilrights/compliance/prof-services/overview>. Contractor agrees to be bound by and subject to this section.

9.11. ADDITIONAL CDOT PROFESSIONAL SERVICES CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

- A. Eligible DBE Participation. In order to count towards the Contract Goal, (1) the work performed by the DBE Consultant, Subconsultant, or Supplier/Vendor must be identified in an approved Commitment, and (2) the Consultant, Subconsultant, or Supplier/Vendor must be DBE certified in the committed work upon submission of the Commitment. The Local Agency will evaluate whether the work it is committed to perform can reasonably be construed to fall within the work areas for which the DBE Consultant, Subconsultant, or Supplier/Vendor is certified. The Local Agency may request assistance from CDOT if needed.
 - 1. If a Consultant, Subconsultant, or Supplier/Vendor is decertified as a DBE following the approval of a Contract, its participation on that Contract may continue to count as DBE participation.
 - 2. DBE participation will be tracked through the B2GNow.
 - 3. Only work actually performed by the DBE will count towards the Contract Goal.
 - a. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for:
 - i. Providing a bona fide service, such as professional, technical, consultant, or managerial services; and/or
 - ii. Providing assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of work, provided that the fee or commission is determined by the Local Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services

- b. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm.
 - i. Work that a DBE subcontracts out to a non-certified firm will not count toward the goal
 - ii. DBE firms may use an employee leasing company for the work
 - I. The participation of the leased employees will count only if the certified DBE firm maintains an employer-employee relationship with the leased employees
 - iii. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the leased employees, as well as ultimate responsibility for wage and tax obligations related to the employees
Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay
 - c. When a DBE performs as a participant in a joint venture:
 - i. Only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces may count toward the Goal
 - ii. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT
4. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.
- a. To perform a Commercially Useful Function:
 - i. The DBE must be responsible for the execution of the work to be performed and
 - ii. Actually performing, managing, and supervising the work
 - b. In evaluating whether a DBE is performing a Commercially Useful Function, the Local Agency will consider factors, including but not limited to:
 - i. The amount of subcontracted work
 - ii. Industry practices, and
 - iii. Whether payment to the DBE is commensurate with the work for which the DBE is claiming credit, and any other relevant factors

- c. DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of DBE participation.
- d. A DBE is presumed as not performing a Commercially Useful Function:
 - i. When it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the work it is contracted to perform with its own workforce; or
 - ii. When the DBE subcontracts a greater portion of its work than would be expected based on normal industry practice for the type of work involved.
 - iii. In these circumstances, the DBE may present evidence to CDOT in order to rebut the presumption.
- e. In order to finalize the Contract, the Consultant must have submitted a Professional Services Commercially Useful Function Questionnaire form for each DBE firm that performed work or provided supplies toward meeting the contract goal. The DBE, Consultant and Engineer must sign the Professional Services Commercially Useful Function Questionnaire form.
- f. The Local Agency's determinations regarding Commercially Useful Function matters are not appealable.

B. Utilization Plan Modifications

- 1. Reduction, Substitution, Termination. Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without the Local Agency's approval. Consultants may request modification approval to the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's Professional Services DBE Participation Plan Modification Request form.
 - a. Notice to Subconsultant. Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice and advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's proposed action should not be approved. If required as a matter of public necessity (e.g., safety), the Local Agency may waive or reduce the period to respond. The DBE firm may also voluntarily waive the response period.

- b. **Good Cause Requirement.** A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:
 - i. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE
 - ii. Failure or refusal by the DBE to execute a written contract
 - iii. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants
 - iv. The DBE fails to meet reasonable, nondiscriminatory insurance requirement
 - v. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness
 - vi. The DBE is ineligible to work because of suspension or debarment proceedings or other state law
 - vii. The DBE is not a responsible Consultant
 - viii. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal
 - ix. The listed DBE is ineligible to receive credit for its participation
 - x. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform
 - xi. The DBE ceases business operations or otherwise dissolves; and/or
 - xii. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant
- c. **Good Faith Effort Requirement.** When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find a Substitution up to the Contract Goal for the DBE whose Commitment has been Terminated or Reduced, Substitutions do not have to be in the same type of work that was Terminated or Reduced.
 - i. Prior to making a Substitution, the Consultant must receive the Local Agency's approval for the Substitution.

- ii. An approval of the modification constitutes a modification of the Utilization Plan through CDOT. Each substitute DBE approved by the Local Agency must have documentation. Documentation similar to a Project Cost Worksheet for Subconsultants or Letter of Intent for a Supplier/Vendor that shows commitments to the firm on the contract are required. Once approved, the Local Agency will work with the CRBRC to modify the UP in B2GNow.

C. Enforcement

1. It is the responsibility of the Local Agency and Consultant to ensure that Commitments are fulfilled or to request Utilization Plan modifications in a timely manner as described in Section VI. Approvals under the Contract are not an explicit or implicit approval by the Local Agency or CDOT of any Commitment Terminations, Reductions, Substitutions, or any other waiver of the Contract Civil Rights requirements.
 - a. The Local Agency may conduct reviews or investigations of participants as necessary. All participants on the Contract, including, but not limited to, DBE Subconsultants or Suppliers/Vendors are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information. This also includes applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet the Contract Goal.
 - b. If the Local Agency determines that a Consultant, Subconsultant or Supplier/Vendor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Local Agency to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, the Local Agency may:
 - i. Refuse to count any fraudulent or misrepresented DBE/ESB participation
 - ii. Withhold progress payments to the Consultant commensurate with the violation
 - iii. Reduce the Consultant's prequalification status
 - iv. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or
 - v. Seek any other available contractual remedy

D. Contract Closeout

1. The Local Agency will collect a completed CDOT Professional Services Closeout Report form upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever comes first. This form will report the final actual DBE participation on the Contract and any amounts for which CDOT will be seeking reimbursement due to the Consultant not meeting Commitments. The Local Agency will submit the form to CDOT Civil Rights with submission of the final invoice.

State SLAWRK
PROJECT: MTF M086-098, (25192) Pueblo
Westside Trail (Wildhorse Trail)

REGION: 2
TLJ

CONTRACT

THIS CONTRACT made this ____ day of 1/28/2023 20____, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and CITY OF PUEBLO hereinafter referred to as the "Contractor" or the "Local Agency."

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: \$850,000.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the state (or local agency) highway system.
4. Local Agency anticipates a project for Design and Construction of off-street trail connection from West 18th St to West 24th St and by the date of execution of this contract, the Local Agency and/or the State has completed and submitted a preliminary version of CDOT form #463 describing the general nature of the Work. The Local Agency understands that before the Work begins, the Local Agency must receive an official written "Notice to Proceed" prior to commencing any part of the Work. The Local Agency further understands, before the Work begins, the form #463 may be revised as a result of design changes made by CDOT, in coordination with the Local Agency, in its internal review process. The Local Agency desires to perform the Work described in form #463, as it may be revised.
5. The Local Agency has requested that State funds be made available for project MTF M086-098,(25192) Pueblo Westside Trail (Wildhorse Trail) referred to as the "Project" or the "Work." Such Work will be performed in Pueblo, Colorado, specifically described in **Exhibit A**.
6. The State has funds available and desires to provide 100% of the funding for the work. Local Agency will provide the other 0%. State funds may be awarded with "Special Funding". Special Funding may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds or COVID Relief. If Special Funding is used there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the Special Funding and invoiced in compliance with the rules outlined in the award of the funding.
7. The Local Agency desires to comply with all state and other applicable requirements, including the State's general administration of the project through this contract, in order to obtain state funds for the project.
8. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
9. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S. and **Exhibit B**.
10. The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily complete some or all of the Work.
11. The Local Agency can more advantageously perform the Work.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Project or the Work under this contract shall consist of Design and Construction of off-street trail connection from West 18th St to West 24th St, in Pueblo, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in **Section 27** of this contract
2. This contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit B** (Local Agency Resolution)
5. **Exhibit C** (Funding Provisions)
6. **Exhibit D** (Option Letter)

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. It shall terminate on November 16, 2032, or sooner if any of the State's funding expires, or is sooner terminated or unless performance is extended in accordance with this Contract.

Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
- B. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.
- C. Funding will be detailed in **Exhibit C** of the funding provisions.

Section 5. Project Payment Provisions

- A. The State will reimburse the Local Agency for incurred costs relative to the project following the State's review and approval of such charges, subject to the terms and conditions of this Contract. Provided however, that charges incurred by the Local Agency prior to the date this contract is executed by the State Controller will not be charged by the Local Agency to the project, and will not be reimbursed by the State.
- B. The State will reimburse the Local Agency's reasonable, allocable, allowable costs of Performance of the Work, not exceeding the maximum total amount described in **Exhibit C**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the allowability and allocability of costs under this contract. The Local Agency shall comply with all such principles. To be eligible for reimbursement, costs by the Local Agency shall be:
 1. In accordance with the provisions of **Section 5** and with the terms and conditions of this contract;
 2. Necessary for the accomplishment of the Work;
 3. Reasonable in the amount for the goods and services provided;
 4. Actual net cost to the Local Agency (i.e. the price paid minus any refunds, rebates, or other items of value received by the Local Agency that have the effect of reducing the cost actually incurred);
 5. Incurred for Work performed after the effective date of this contract;
 6. Satisfactorily documented.
- C. The Local Agency shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that project funds are expended and costs accounted for in a manner consistent with this contract and project objectives.
 1. All allowable costs charged to the project, including any approved services contributed by the Local Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in detail the nature of the charges.
 2. Any check or order drawn up by the Local Agency, including any item which is or will be chargeable against the project account shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Local Agency, which will detail the purpose for which said check or order is drawn. All checks,

- payrolls, invoices, contracts, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.
- D. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
 2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- E. The Local Agency will prepare and submit to the State, no more than monthly, charges for costs incurred relative to the project. The Local Agency's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format to be supplied by the State. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline as specified in the award letter if applicable, whichever is sooner. The State's obligation to pay Agreement Funds will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Funding Provisions & Performance Period in **Exhibit C**.
- F. To be eligible for payment, billings must be received within 60 days after the period for which payment is being requested and final billings on this contract must be received by the State within 60 days after the end of the contract term.
1. Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services. The liability of the State, at any time, for such payments shall be limited to the amount remaining of such encumbered funds.
 2. In the event this contract is terminated, final payment to the Local Agency may be withheld at the discretion of the State until completion of final audit.
 3. Incorrect payments to the Local Agency due to omission, error, fraud or defalcation shall be recovered from the Local Agency by deduction from subsequent payment under this contract or other contracts between the State and Local Agency, or by the State as a debt due to the State.
 4. Any costs incurred by the Local Agency that are not allowable under 49 C.F.R. 18 shall be reimbursed by the Local Agency, or offset against current obligations due by the State to the Local Agency, at the State's election.

Section 6. Option Letter Modification

An option letter may be used to authorize the Local Agency to begin a phase without increasing total budgeted funds, increase or decrease the encumbrance amount as shown on **Exhibit C**, and/or transfer funds from one phase to another. Option letter modification is limited to the specific scenarios listed below. The option letter shall not be deemed valid until signed by the State Controller or an authorized delegate.

- A. Option to begin a phase and/or increase or decrease the encumbrance amount.
- The State may authorize the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original Agreement, with the total budgeted funds as shown on **Exhibit C** remaining the same. The State may increase or decrease the encumbrance amount for a particular phase by replacing the original funding exhibit (**Exhibit C**) in the original Agreement with an updated **Exhibit C-1** (subsequent exhibits to Exhibit C-1 shall be labeled C-2, C-3, etc.). The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the Agreement will be considered to include this option provision.

- B. Option to transfer funds from one phase to another phase.
The State may permit the Local Agency to transfer funds from one phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another as a result of changes to state, federal, and local match. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The funds transferred from one phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.
- C. Option to do both Options A and B.
The State may authorize the Local Agency to begin a phase as detailed in **Exhibit A**, and encumber and transfer funds from one phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The addition of a phase and encumbrance and transfer of funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

Section 7. State and Local Agency Commitments

The Scope of Work in **Exhibit A** describes the Work to be performed and assigns responsibility of that Work to either the Local Agency or the State. The “Responsible Party” referred to in this contract means the Responsible Party as identified in the Scope of Work in **Exhibit A**.

A. Design [if applicable]

1. If the Work includes preliminary design or final design (the “Construction Plans”), or design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), the responsible party shall comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the Work.
 - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
 - c. prepare special provisions and estimates in accord with the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by CDOT.
 - d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
 - e. stamp the Plans produced by a Colorado Registered Professional Engineer.
 - f. provide final assembly of Plans and contract documents.
 - g. be responsible for the Plans being accurate and complete.
 - h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.
2. If the Local Agency is the responsible party:
 - a. The local agency shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document “ADA Accessibility Requirements in CDOT Transportation Projects”.
 - b. It shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with State requirements.
 - c. It may enter into a contract with a consultant to do all or any portion of the Plans and/or of construction administration. Provided, however, that if federal-aid funds are involved in the cost of such work to be done by a consultant, that consultant contract (and the performance/provision of the Plans under the contract) must comply with all applicable requirements of 23 CFR Part 172 and with any procedures implementing those requirements as provided by the State. If the Local Agency does enter into a contract with a consultant for the Work:

- (1) it shall submit a certification that procurement of any design consultant contract complied with the requirements of 23 CFR 172.5(1) prior to entering into contract. The State shall either approve or deny such procurement. If denied, the Local Agency may not enter into the contract.
 - (2) it shall ensure that all changes in the consultant contract have prior approval by the State. Such changes in the contract shall be by written supplement agreement. As soon as the contract with the consultant has been awarded by the Local Agency, one copy of the executed contract shall be submitted to the State. Any amendments to such contract shall also be submitted.
 - (3) it shall require that all consultant billings under that contract shall comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - (4) it (or its consultant) shall use the CDOT procedures described in **Exhibit A** to administer that design consultant subcontract, to comply with 23 CFR 172.5(b).
 - (5) it may expedite any CDOT approval of its procurement process and/or consultant contract by submitting a letter to CDOT from the certifying Local Agency's attorney/authorized representative certifying compliance with 23 CFR 172.5(b).
 - (6) it shall ensure that its consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) "The design work under this contract shall be compatible with the requirements of the contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third party beneficiary of this contract for that purpose."
 - (b) "Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project."
 - (c) "The consultant shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work."
 - (d) The State, in its discretion, will review construction plans, special provisions and estimates and will cause the Local Agency to make changes therein that the State determines are necessary to assure compliance with State requirements.
- B. Construction [if applicable]
1. If the Work includes construction, the responsible party shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work in **Exhibit A**. Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements as described in the Scope of Work in **Exhibit A**.
 2. The State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Local Agency, due to the failure of the Local Agency or its contractor to correct project conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
 3. If the Local Agency is the responsible party:
 - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (LAPE), to perform that administration. The LAPE shall administer the project in accordance with this contract, the requirements of the construction contract and applicable State procedures.
 - b. if bids are to be let for the construction of the project, it shall advertise the call for bids upon approval by the State and award the construction contract(s) to the low responsible bidder(s) upon approval by the State.
 - (1) The Local Agency has the option to accept or reject the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare the acceptance or rejection within 3 working days after said bids are publicly opened.
 - (2) By indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this project if no additional

federal-aid funds will be made available for the project. This paragraph also applies to projects advertised and awarded by the State.

- c. If all or part of the construction work is to be accomplished by Local Agency personnel (i.e. by force account), rather than by a competitive bidding process, the Local Agency will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.
 - (1) Such work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency and the State in advance of the Work, as provided for in 23 CFR 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
 - (2) An alternative to the above is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 CFR Part 31.
 - (3) Rental rates for publicly owned equipment will be determined in accordance with the State's Standard Specifications for Road and Bridge Construction § 109.04.
 - (4) All force account work shall have prior approval of the State and shall not be initiated until the State has issued a written notice to proceed.
- C. State's obligations
1. The State will perform a final project inspection prior to project acceptance as a Quality Control/Assurance activity. When all Work has been satisfactorily completed, the State will sign a final acceptance form.
 2. Notwithstanding any consents or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details or construction of any major structures that are designed by or are the responsibility of the Local Agency as identified in the Scope of Work in **Exhibit A**, within the Work of this contract.

Section 8. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the Responsible Party will certify in writing to the State that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at http://www.dot.state.co.us/ROW_Manual/.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the local agency obtains title.

Section 9. Utilities

If necessary, the Responsible Party will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the Responsible Party will certify in writing to the State that all such clearances have been obtained.

Section 10. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Responsible Party shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Responsible Party shall also establish contact with the railroad

company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

- A. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
- B. Obtaining the railroad's detailed estimate of the cost of the Work.
- C. Establishing future maintenance responsibilities for the proposed installation.
- D. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- E. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 11. Environmental Obligations

The Local Agency shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 12. Maintenance Obligations

The Local Agency will maintain and operate the improvements constructed under this contract at its own cost and expense during their useful life, in a manner satisfactory to the State. The Local Agency will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the Local Agency's obligations to maintain such improvements. The State will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 13. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State to inspect the project and to inspect, review and audit the project records.

Section 14. Termination Provisions

This contract may be terminated as follows:

- A. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

C. **Termination Due to Loss of Funding.** The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 15. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 16. Representatives and Notice

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

If to State

If to the Local Agency

CDOT Region: 2	City of Pueblo
Don Scanga	Kelly Grisham
Project Manager	Project Coordinator
5615 Wills Blvd	211 East D Street
Pueblo, CO 81008	Pueblo, CO 81003
719-621-8340	719-553-2254

Section 17. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 18. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 19. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, 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, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 20. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 21. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 22. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 23. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 24. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

Section 25. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 26. Statewide Contract Management System

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this **§Statewide Contract Management System** applies. Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation and showing of good

cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

Section 27. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §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.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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Section 28. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

*** Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

THE LOCAL AGENCY CITY OF PUEBLO Name: <u>Nick Gradisar</u> (print name) Title: <u>Mayor</u> (print title) DocuSigned by: <u>Nick Gradisar</u> 99E488FB4726452... *Signature Date: <u>1/26/2023</u>	STATE OF COLORADO Jared S. Polis Department of Transportation DocuSigned by: <u>Steve Harlson</u> FAP490B01642B42... Stephen Harlson, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director By: _____ Date: <u>1/27/2023</u>
2nd Local Agency Signature if needed Name: <u>Marisa Stoller</u> (print name) Title: <u>City Clerk</u> (print title) DocuSigned by: <u>Marisa Stoller</u> 6C02EBDFFC3D43C... *Signature - Attested By Date: <u>1/27/2023</u>	STATE OF COLORADO LEGAL REVIEW Philip J. Weiser, Attorney General By: <u>N/A</u> Signature – Assistant Attorney General Date: _____

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by: <u>Loni Copelmann</u> BDA801C5CFAC478 By: _____ Colorado Department of Transportation Date: <u>1/28/2023</u>

EXHIBIT A

SCOPE OF WORK

Name of Project: Pueblo Westside Trail (Wildhorse)

Project Number: MTF M086-098

SubAccount #: 25192

1. General Description

The local agency shall be responsible for design and construction of an off-street trail connection from West 18th Street to West 24th Street along the Wildhorse Creek Arroyo, Project M086-089, (25192). The project will include the planning, surveying and design and construction of a 10' wide concrete multi-use trail. At grade sidewalk and curb ramp improvements are anticipated on 18th Street and 24th Street. The project will also include lighting, grading and signage.

The majority of the trail will be constructed within existing unimproved public rights-of-way; however, a portion of the trail will be constructed within private property. Where the trail will encroach onto private property, permanent easement acquisition will be necessary.

2. Definitions - N/A

3. Personnel

3.1. Responsible Administrator.

The Local Agency's performance hereunder shall be under the direct supervision of the project manager identified in §16 of the Agreement.

3.2. Replacement

The Local Agency shall immediately notify the State if any key personnel cease to serve and seek its approval. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change would take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct the Local Agency to suspend performance on the Work until such time as their replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Agreement.

4. Administrative Requirements

At all times from the effective date of this Agreement until completion of the Work, the Local Agency shall maintain properly segregated books of State Agreement funds, matching funds, and other funds associated with the Work. All receipts and expenditures associated with said Work shall be documented in a detailed and specific manner, and shall accord with the Work Budget set forth herein.

5. Monitoring

The State shall monitor this Work on an as-needed basis. The State may choose to audit the business activities performed under this Agreement. The Local Agency shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Agreement. Such books and records shall contain documentation of the participant's pertinent activity under this Agreement in a form consistent with good accounting practice.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT B – LOCAL AGENCY RESOLUTION

LOCAL AGENCY
ORDINANCE
or
RESOLUTION
(if applicable)



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 9, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT PL2201, WESTSIDE TRAIL (WILDHORSE TRAIL) PROJECT, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT), PROJECT: MTF M086-098 (25192) IN THE AMOUNT OF \$850,000, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$850,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance creates Project PL2201 for the Westside Trail (Wildhorse Trail) Project, and approves an Intergovernmental Agreement ("IGA") between Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Multimodal Transportation & Mitigation Options Funding Grant in the amount of \$850,000.00, and budgets and appropriates funds totaling \$850,000.00 for the Project

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance establishes the Westside Trail (Wildhorse Trail) Project PL2201 and approves the grant agreement between the City and CDOT.

The City submitted a Multimodal Transportation & Mitigation Options Funding grant for the construction of an off-street trail connection from West 18th Street to West 31st Street along the Wildhorse Creek Arroyo in 2022. The initial grant request was for a total funding of \$1,463,269; however, only a portion of the grant was awarded. The portion awarded was for a total of \$850,000 and will construct the trail from West 18th Street to West 24th Street.

The project will include the planning, surveying and design and construction of a 10' wide concrete multi-use trail. On street sidewalks and curb ramp improvements are anticipated on 18th Street and 24th Street. The project will also include lighting, grading and signage.

FINANCIAL IMPLICATIONS:

There is no match required for this grant. Funds in the amount of \$850,000.00 shall be budgeted and appropriated for Project PL2201.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the Multimodal Transportation & Mitigation Options Funding.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Westside Traill IGA
2. Department Certification

ORDINANCE NO. 10367

AN ORDINANCE ESTABLISHING PROJECT PL2201, WESTSIDE TRAIL (WILDHORSE TRAIL) PROJECT, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT), PROJECT: MTF M086-098 (25192) IN THE AMOUNT OF \$850,000, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$850,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Westside Trail (Wildhorse Trail) Project PL2201, is hereby established.

SECTION 2.

The Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting with and through the Colorado Department of Transportation (CDOT), Project: MTF M086-098 (25192), Westside Trail (Wildhorse Trail) Project, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Subject to encumbrances by the Colorado State Department of Transportation (CDOT), and funds from the Highway Safety Improvement Program MTF M086-098 (25192) in the amount of \$850,000.00 are hereby budgeted and appropriated for the Westside Trail (Wildhorse Trail) Project PL2201.

SECTION 4.

The Mayor is authorized to execute and deliver the IGA in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 5.

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

EXHIBIT B - AUTHORIZING ORDINANCE

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 December 27, 2022.

Final adoption of Ordinance by City Council on January 9, 2023.

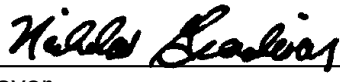


President of City Council

Action by the Mayor:

☒ Approved on January 11, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST



City Clerk

State \$ LA Work

EXHIBIT C- FUNDING PROVISIONS

Pueblo MTF 086-098 (25192)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$850,000.00, which is to be funded as follows:

1. FUNDING		
MTF M086-098 (25192)		
a. State Funds		
(100% of MMO Award)		\$850,000.00
TOTAL FUNDS ALL SOURCES		\$850,000.00
2. ESTIMATED PAYMENT TO LOCAL AGENCY		
a. State Funds Budgeted		\$850,000.00
b. Less Estimated State Share of CDOT-Incurred Costs		\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	100.00%	\$850,000.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	0.00%	\$0.00
TOTAL PROJECT ESTIMATED FUNDING	100.00%	\$850,000.00
3. FOR CDOT ENCUMBRANCE PURPOSES		
MTF M086-098 (25192)		
a. Total Encumbrance Amount (Only State funds are encumbered)		\$850,000.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109		\$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS		\$850,000.00

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit D) or formal Amendment.

WBS Element 25192.10.30	Performance Period Start*/End Date	Design 3020	\$0.00
	N/A		
WBS Element 25192.20.10	Performance Period Start*/End Date	Const. 3301	\$0.00
	N/A		

*For MTF M086-098 (25192) *The Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratios

MTF M086-098 (25192)

The funding ratio for the State funds for this Work is 100% State funds to 0% Local Agency funds, and this ratio applies only to the \$850,000.00 that is eligible for State funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$850,000.00, and additional State funds are available for the Work, the Local Agency shall pay 0% of all such costs eligible for State funding and 100% of all other costs. If additional State funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$0.00, then the amounts of Local Agency and State funds will be decreased in accordance with the funding ratio described herein. This applies to the entire scope of Work.

C. Maximum Amount Payable

MTF M086-098 (25192)

The maximum amount payable to the Local Agency under this Agreement shall be \$850,000.00. For CDOT accounting purposes, the State funds of \$850,000.00 will be encumbered, but the Local Agency funds of \$0.00 will NOT be encumbered. The total budget of this project is \$850,000.00, unless this amount is

increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the State funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 6 of this contract. **This applies to the entire scope of Work.**

Exhibit D

SAMPLE OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)

NOTE: This option is limited to the specific contract scenarios listed below AND may be used in place of exercising a formal amendment.

Date:	State Fiscal Year:	Option Letter No.	Option Letter CMS Routing # Option Letter OLA #
Original Contract CMS #		Original Contract #	

Vendor name:

SUBJECT:

Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (*does not apply to Acquisition/Relocation or Railroads*) and to update encumbrance amounts (*a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.*).

Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

Option to extend the term of this Agreement.

REQUIRED PROVISIONS:

Option A (*Insert the following language for use with the Option A*):

In accordance with the terms of the original Agreement (*insert CMS routing # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (*Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) is (*insert dollars here*). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only, please delete when using this option. Future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C-4, etc.*).

Option B (*Insert the following language for use with Option B*):

In accordance with the terms of the original Agreement (*insert CMS # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for Exhibit C shall be labeled as follows: C*

2, C-3, C-4, etc.).

Option C (*Insert the following language for use with Option C*):

In accordance with the terms of the original Agreement (*insert CMS routing # of original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to 1) release the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for **Exhibit C** shall be labeled as follows: C-2, C-3, C- 4, etc.*).

(*The following language must be included on options A, B and C*):

The total encumbrance as a result of this option and all previous options and/or amendments is now (*insert total encumbrance amount*), as referenced in **Exhibit (C-1, C-2, etc., as appropriate)**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: (*indicate total budgeted funds*) as referenced in **Exhibit (C-1, C-2, etc., as appropriate)** of the original Agreement.

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS:

State of Colorado:

Jared S. Polis, Governor

By: Date:

Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller Robert Jaros, CPA, MBA, JD

By: Date:

EXHIBIT E

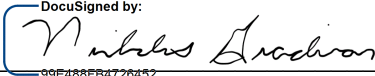
PII Certification

STATE OF COLORADO

**LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, Nick Gradisar, on behalf of
City of Pueblo (legal name of Local Agency) (the "Local Agency"),
hereby certify under the penalty of perjury that the Local Agency 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 Local Agency.

Signature: 
Printed Name: Nick Gradisar
Title: Mayor
Date: 1/26/2023

Additional Information for Agreement

Proposer's Agreement to CDOT Funding Requirements

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan

PERA Questionnaire

Insurance Certificate(s) - Requested from Consultant 7/8/2024

Colorado Department of Transportation
AFFIDAVIT OF SMALL BUSINESS PARTICIPATION

Project Description	Design of Westside Trail (Wildhorse Trail)	Contract NTE \$	N/A cost not permitted
		DBE Contract Goal %	0 %

SECTION 1. CONSULTANT INFORMATION

Prime Consultant	Dibble & Associates Consulting Engineers, Inc.	Consultant is an ESB	☐
Compliance Contact Name	Nick Westphal	Consultant is a DBE	☐
Email	Address	Phone	
nick.westphal@dibblecorp.com	2969 South Colorado Blvd, Ste 330 Denver, CO 80222	303-872-5756	B2GHow Vendor # 20123571

SECTION 2. DBE PARTICIPATION PLAN

Fill in All Lines:

- * The consultant is committing to _____ 0 # of DBE firm(s) not teamed with in the past 2 years
(as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
- * The consultant is committing to approximately \$ _____ \$13,150 of DBE participation based on NTE \$.
- * The consultant is committing to approximately _____ 100 % DBE goal based on the NTE \$.

The Prime Consultant shall submit a Professional Services Commercially Useful Function Questionnaire for every DBE on this contract that provides work or provides supplies whose participation counts toward the DBE contract goal for this contract.

All DBE firms (Subconsultants, Supplier/Vendors, Prime if self performing)	Work Descriptor (i.e. survey, testing)	NEW DBE Teaming Partner?	ONLY for Project/Program Specific RFP/SOs Approximate % of Participation
All Phase Environmental Consultants ☐ Vendor	Environmental/NEPA	☐ Yes ☒ No	8%
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	

If more DBE subs/suppliers vendors, add additional sheet

Colorado Department of Transportation
AFFIDAVIT OF SMALL BUSINESS PARTICIPATION

SECTION 3. ESB PARTICIPATION PLAN

Fill in All Lines:

- * The consultant is committing to _____ 0 # of ESB firm(s) not teamed with in the past 2 years
 (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
- * The consultant is committing to approximately \$ _____ 0 of ESB participation on this RFP/SOI.
- * The consultant is committing to approximately _____ 100 % ESB goal based on the NTE \$.
0% DBE goal established for project

All ESB firms (Subconsultants, Suppliers/Vendors, Prime if self performing) and Level	Work Areas (i.e. survey, testing)	New ESB Teaming Partner?	ONLY for Project/Program Specific RFP/SOIs Approximate % of Participation
N/A	☐ Vendor	☐ Yes ☐ No	0%
	☐ Vendor	☐ Yes ☐ No	
	☐ Vendor	☐ Yes ☐ No	
	☐ Vendor	☐ Yes ☐ No	
	☐ Vendor	☐ Yes ☐ No	
	☐ Vendor	☐ Yes ☐ No	
	☐ Vendor	☐ Yes ☐ No	
	☐ Vendor	☐ Yes ☐ No	
	☐ Vendor	☐ Yes ☐ No	
	☐ Vendor	☐ Yes ☐ No	

If more ESB subs/suppliers/vendors, add additional sheet

SECTION 4. DECLARATION OF AFFIDAVIT

By signing below the Consultant affirms the statements made in this document are true and complete:

The Consultant shall make good faith efforts to meet the contract goal for each task order under the overall contract. The Consultant understands that making good faith efforts to achieve the contract goal is a condition of contract award. The Consultant understands that promised participation is a binding obligation of the contract if awarded. The Consultant attests that the information above is true and understands that a fraudulent misrepresentation or failure to make good faith efforts to meet the contract commitments or promised participation may result in the withholding of progress payments, reduction of prequalification status, referral of the matter to the Office of Inspector General of the USDOT and/or other contractual remedies.

I, Tim Wolfe, PE, Vice-President of Dibble & Associates Consulting Engineers, Inc.
 (Owner or Executive Officer Name AND Title) (Consultant Company Name)

 5/15/2024
 (Tracked Signature Accepted) (Date)

Attached with proposal (RFP) and small business plan (for scoring)

Jul-22

**BIDDER'S CERTIFICATION FOR DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

Only applicable for projects exceeding \$25,000.

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

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

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

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

Company Dibble & Associates Consulting Engineers, Inc. Date 5/15/2024

Authorized Signature 

Name/Title Tim Wolfe, PE / Vice-President

LOBBYING RESTRICTIONS FORM

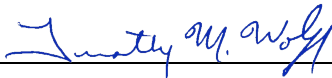
Only applicable for projects exceeding \$100,000.

The Contractor certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Company Dibble & Associates Consulting Engineers, Inc. Date 5/15/2024

Authorized Signature 

Name/Title Tim Wolfe, PE / Vice-President

**REVIEWED**

By Teresa Burns at 4:04 pm, Jul 08, 2024

DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

Unique Entity ID FNVBMB1RNMM8	CAGE / NCAGE 3VML8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jun 12, 2025	
Physical Address 3020 E Camelback RD STE 201 Phoenix, Arizona 85016-4423 United States	Mailing Address 3020 E Camelback RD STE 201 Phoenix, Arizona 85016-4423 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Arizona 01	State / Country of Incorporation Arizona / United States	URL http://www.dibblecorp.com

Registration Dates

Activation Date Jun 13, 2024	Submission Date Jun 12, 2024	Initial Registration Date May 14, 2004
--	--	--

Entity Dates

Entity Start Date Oct 3, 1962	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
3VML8

Points of Contact

Electronic Business

 **Susan Detwiler, CHIEF OPERATIONS OFFICER**
3020 East Camelback Road
Suite 201
Phoenix, Arizona 85016
United States

KEVIN W ROBERTS, PRINCIPAL
3020 East Camelback Road
Suite 201
Phoenix, Arizona 85016
United States

Government Business

 **Susan Detwiler, CHIEF OPERATIONS OFFICER**
3020 East Camelback Road
Suite 201
Phoenix, Arizona 85016
United States

Heather Brown, Director of Marketing
3020 East Camelback Road
Suite 201
Phoenix, Arizona 85016
United States

Past Performance

 **Kevin Roberts, PRINCIPAL**
3020 East Camelback Road
Suite 201
Phoenix, Arizona 85016
United States

Kevin W. Roberts, Principal
3020 East Camelback Road
Suite 201
Phoenix, Arizona 85016
United States

Service Classifications

NAICS Codes

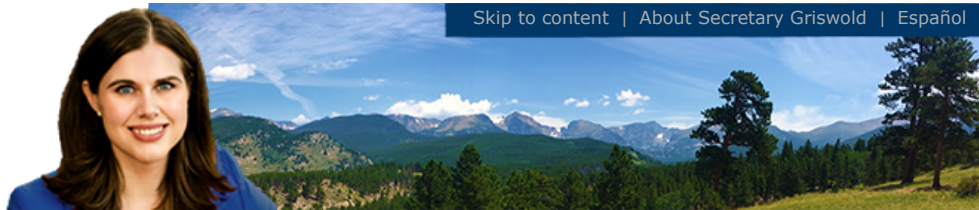
Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541370	Surveying And Mapping (Except Geophysical) Services

Product and Service Codes

PSC	PSC Name
C211	Architect And Engineering- General: Landscaping, Interior Layout, And Designing
C212	Architect And Engineering- General: Engineering Drafting, Not Cad/Cam
C213	Architect And Engineering- General: Inspection (Non-Construction)
C214	Architect And Engineering- General: Management Engineering
C215	Architect And Engineering- General: Production Engineering
C219	Architect And Engineering- General: Other
C220	Architect And Engineering- General: Structural Engineering

Disaster Response

This entity does not appear in the disaster response registry.



- For this Record...
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FAQs, Glossary and Information

Summary

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

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

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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,

Dibble & Associates Consulting Engineers, Inc

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

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 07/03/2024 that have been posted, and by documents delivered to this office
electronically through 07/08/2024 @ 09:43:26 .

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 07/08/2024 @ 09:43:26 in accordance with applicable law.
This certificate is assigned Confirmation Number 16186643 .



Jena Griswold

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

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

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

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

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes____, No____.

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

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

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

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

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

Company Name: Dibble & Associates Consulting Engineers, Inc.

Authorized Signature: Elizabeth A. Rozzell Title: Controller

Printed Name: Elizabeth A. Rozzell Date: 3/11/2024

XI. NONDISCRIMINATION (Updated March 2018)

A. Equal Employment Opportunity

Dibble affords equal opportunity to all qualified persons without regard to race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), national origin, ancestry, disability, veteran status, marital status, genetic information, or any other legally protected status in accordance with applicable local, state, and federal laws. Dibble is committed to equal opportunity for all applicants and employees in personnel matters including hiring, benefits, training, promotion, compensation, transfer and layoff or termination.

Any employee with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Human Resource Manager. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to corrective action, up to and including termination of employment.

B. Disabilities

1. Policy Statement

Dibble is committed to complying with the Americans with Disabilities Act (ADA). Dibble prohibits discrimination against qualified individuals with disabilities in the job application process, hiring, advancement, or discharge of employee, employee compensation, job training, and all other terms, conditions, and privileges of employment. Dibble will make reasonable accommodation to the known physical or mental disabilities of qualified applicants or employees to the extent necessary to enable the applicant or employee to perform the essential functions of the position sought or held, to ensure equal opportunity in the application process and to enable employees with disabilities to enjoy equal benefits and privileges of employment, unless the accommodation imposes an undue hardship. Dibble will not employ persons in jobs in which they pose a direct threat to self or others.

C. Commitment to Diversity

Dibble is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in the way we do business at Dibble and is an important principle of sound business management.



D. Sexual and Other Unlawful Harassment

1. Policy Statement

Dibble is committed to maintaining a work environment that is free of discrimination and harassment. In keeping with this commitment, we will not tolerate harassment of Company employees by anyone, including any supervisor, manager, co-worker, vendor (and employees of vendors), client, contractor, customer or other regular visitor of the Company.

2. Harassment

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), national origin, ancestry, disability, veteran status, marital status, genetic information, or any other legally protected status in accordance with applicable local, state, and federal law. Dibble will not tolerate harassing conduct that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Such harassment may include, for example, jokes about another person's protected status, kidding, teasing or practical jokes directed at a person based on his or her protected status.

Actions, words, jokes or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation or any other legally protected characteristic will not be tolerated. The prohibited conduct also includes: (a) epithets, slurs, negative stereotyping, or intimidating acts that are based on a person's protected status; and (b) written or graphic material circulated within or posted within the workplace that shows hostility toward a person or persons because of their protected status.

3. Sexual Harassment

While all forms of harassment are prohibited, special attention should be paid to sexual harassment. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex may constitute sexual harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment, submission to or rejection of the conduct is used as the basis for an employment decision, or the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment is conduct based on sex, whether directed towards a person of the opposite or same sex, and may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about obscene printed or visual material, and physical contact such as patting, pinching or brushing against another person's body. Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.



4. Employee Responsibility to Report/Anti-Retaliation

Complaint Procedure. All Dibble employees are responsible to help assure that the environment remain free from harassment. Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. You may complain directly to your immediate supervisor, the Human Resources Manager, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above. You can raise any concern and make reports in good faith without fear of reprisal or retaliation. The Company forbids retaliation against anyone for reporting harassment, assisting in making a harassment complaint, or cooperating in a harassment investigation. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

5. Investigations and Corrective Action

The Company will investigate all complaints of harassment thoroughly and promptly. To the extent practicable, the Company will keep complaints and the terms of their resolution confidential unless otherwise required by law or if conducting a thorough and complete investigation requires disclosure. If an investigation confirms that a violation of this policy has occurred, the Company will take appropriate corrective action up to, and including, immediate termination of employment. When the investigation is completed, the reporting employee will be informed of the outcome of the investigation.



Signature

Susan H Detwiler, PE

Printed Name

Chief Operating Officer

Title

1/24/2024

Date





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$134,346.49 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 206 BROADWAY AVE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 206 Broadway Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine cleaning of sewer mains, a cleaning head got stuck in the sewer main near 206 Broadway Ave. When they tried to clean the main from the other end, a second cleaning head got stuck, and they couldn't make through the entire sewer main in either direction. An emergency repair was performed to repair the defective pipe segment to prevent further deterioration of the pipe and possible blockage of the sewer main.

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

The cost breakdown for the project is as follows:

	<u>Sanitary Sewer Replacement-related</u>	
Total:	\$ 117,746.49	88%
	<u>Surface Improvement Related</u>	
Total:	\$ 16,600.00	12%
Grand Total:	\$ 134,346.49	100%

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 7-22-24 206 Broadway Ave Emergency Point Repair Attachment

RESOLUTION NO. 15691

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$134,346.49 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 206 BROADWAY AVE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 206 Broadway Ave with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$134,346.49.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract and the contract change order in the amount of \$112,391.49 are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 22, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair					206 Broadway Ave Estimate		
Date 3/12/2024					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	Description	Estimated					
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF	60	\$ 10,680.00	\$ 35,880.00	\$ 7,740.00
		>100	LF		\$ -	\$ -	\$ -
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
11	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
12	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF	80	\$ 6,000.00	\$ 5,680.00	\$ 6,720.00
		>100	LF		\$ -	\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
15	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
16	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
17	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY		\$ -	\$ -	\$ -
		21-100	CY	35	\$ 5,775.00	\$ 8,925.00	\$ 5,845.00
		>100	CY		\$ -	\$ -	\$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR			\$ -	\$ -	\$ -
21	Remove and Replace 48" Diameter Manhole	EA			\$ -	\$ -	\$ -
22	Remove and Replace 60" Diameter Manhole	EA			\$ -	\$ -	\$ -
23	Reinstate Services	EA		0	\$ -	\$ -	\$ -
24	Mobilization	LS		1	\$ 1,500.00	\$ 1,750.00	\$ 1,650.00
				Total	\$ 23,955.00	\$ 52,235.00	\$ 21,955.00
With Contingency					\$ 28,746.00	\$ 62,682.00	\$ 26,346.00

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 6/21/2024 Page 1 of 1

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
206 BROADWAY AVE

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

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 15" PVC PIPE <10' DEEP (21-100LF)	(\$7,740.00)	
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 12" AND 15" PIPE (21-100LF)	(\$6,720.00)	
3	INSTALL EXTRA LEAN CONCRETE (FLOWFILL)		\$2,672.00
5	REMOVE & REPLACE 15" PVC PIPE <10' DEEP (>100LF)		\$15,720.00
6	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 12" AND 15" PIPE (>100LF)		\$16,600.00
7	BYPASS PUMPING		\$24,880.25
8	SPECIAL FITTING(X4)		\$2,129.30
9	T & M (HAND DIGGING AROUND VAULT AND STORM SEWER)		\$59,858.55
10	TRAFFIC CONTROL		\$4,991.39
TOTAL (Decrease) / Increase		(\$14,460.00)	\$126,851.49

Net Adjustment This Change Order	\$	112,391.49
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	21,955.00
Total Adjusted Contract Amount To Date	\$	134,346.49

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date: _____
Civil Engineer Wastewater

Reviewed by: _____ Date: _____
Wastewater Engineering Manager

Accepted by: _____ Date: _____
Contractor's Representative

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

Approved by: _____ Date: _____
Director of Wastewater



20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
206 Broadway Ave





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$25,831.13 WITH K.R. SWERDFEGER CONSTRUCTION, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1001 LAKE AVE, FOR PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

SUMMARY:

This Resolution ratifies and approves award of a construction contract to K.R. Swerdfeger Construction, Inc. for emergency sanitary sewer point repairs at 1001 Lake Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine inspection of manholes, they discovered dirt and rocks in the trough and on the benches of a manhole near 1001 Lake Ave. As they removed rocks and dirt from the manhole, they found the trough was completely missing. An emergency repair was performed to remove and replace the defective manhole.

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

The cost breakdown for the project is as follows:

	<u>Sanitary Sewer Replacement-related</u>	
Total:	\$ 19,706.13	76%
	<u>Surface Improvement Related</u>	
Total:	\$ 6,125.00	24%
Grand Total:	\$ 25,831.12	100%

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 7-22-24 1001 Lake Ave Emergency Point Repair Attachment

RESOLUTION NO. 15692

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$25,831.13 WITH K.R. SWERDFEGER CONSTRUCTION, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1001 LAKE AVE, FOR PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

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

WHEREAS, the point repair work was awarded to K.R. Swerdfeger Construction, Inc., under the 2021-2023 multi-year point repair contract; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 1001 Lake Ave with K.R. Swerdfeger Construction, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$25,831.13 which amount includes all contract change orders.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payments authorized under the contract and the contract change order in the amount of \$17,606.13 are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 22, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair					1001 Lake Ave Estimate		
Date: 11/21/2023					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	Description	Estimated					
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
11	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF	20	\$ 1,900.00	\$ 1,360.00	\$ 1,900.00
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
12	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
15	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
16	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
17	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY	5	\$ 825.00	\$ 1,425.00	\$ 835.00
		21-100	CY		\$ -	\$ -	\$ -
		>100	CY		\$ -	\$ -	\$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR			\$ -	\$ -	\$ -
21	Remove and Replace 48" Diameter Manhole	EA	1		\$ 4,000.00	\$ 6,100.00	\$ 4,340.00
22	Remove and Replace 60" Diameter Manhole	EA			\$ -	\$ -	\$ -
23	Reinstate Services	EA			\$ -	\$ -	\$ -
24	Mobilization	LS	1		\$ 1,500.00	\$ 1,750.00	\$ 1,650.00
				Total	\$ 8,225.00	\$ 10,635.00	\$ 8,725.00
				With Contingency	\$ 9,870.00	\$ 12,762.00	\$ 10,470.00

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 7/2/2024

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
1001 Lake Ave

Contractor : K.R. SWERDFEGER CONSTRUCTION, INC.
421 E Industrial Blvd, Pueblo West, CO, 81001

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (1-20LF)	(\$1,900.00)	
2	INSTALL EXTRA LEAN CONCRETE(FLOWFILL)		\$2,145.00
5	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)		\$2,280.00
6	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (21-		\$6,125.00
7	T & M (BREAK EX. SEWER PIPE INTO MANHOLE)		\$8,956.13
TOTAL (Decrease) / Increase		(\$1,900.00)	\$19,506.13

Net Adjustment This Change Order	\$	17,606.13
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	8,225.00
Total Adjusted Contract Amount To Date	\$	25,831.13

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date: _____
Wastewater Civil Engineer

Reviewed by: _____ Date: _____
Wastewater Engineering Manager

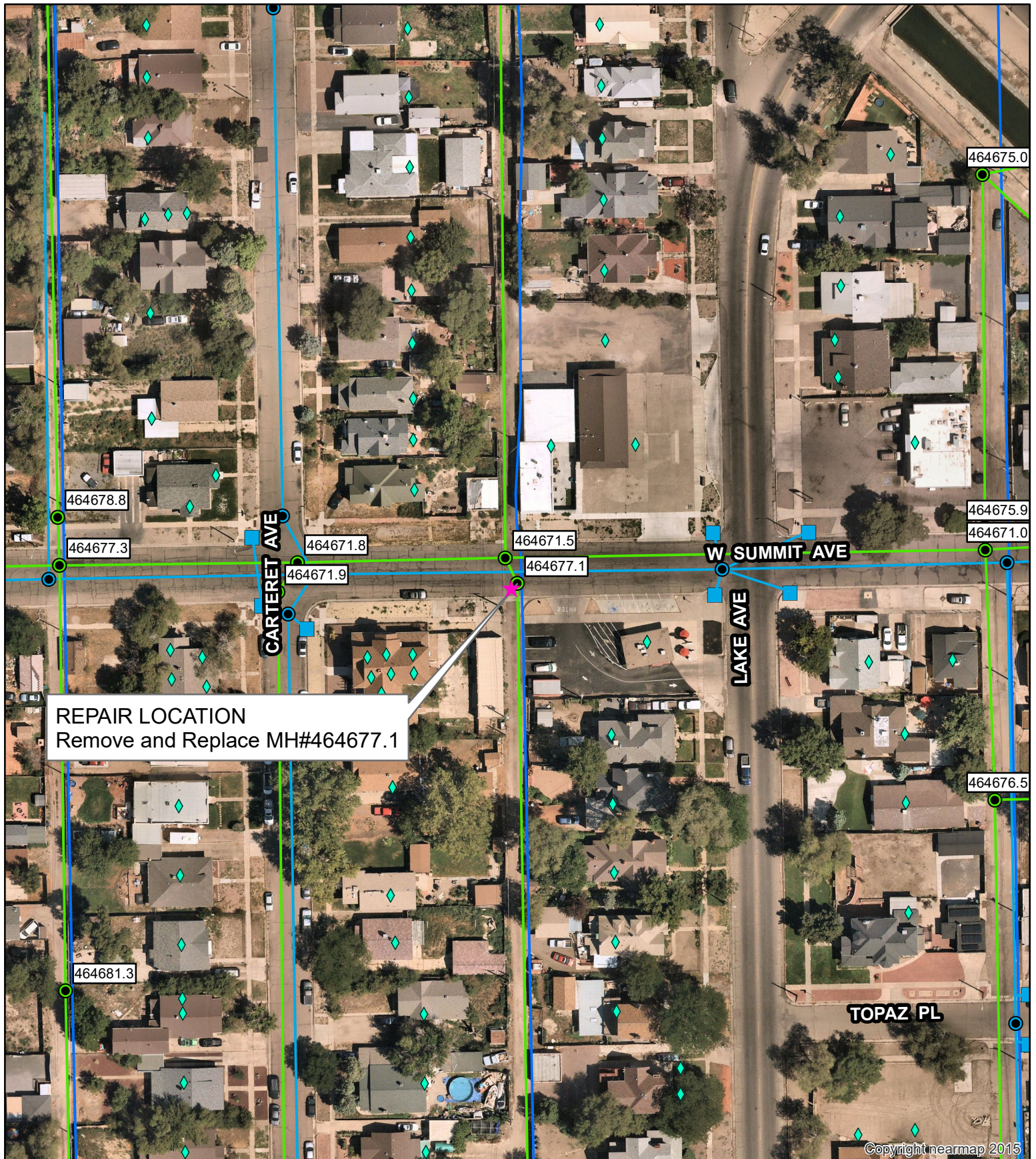
Accepted by: _____ Date: _____
Contractor's Representative

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

Approved by: _____ Date: _____
Director of Wastewater



20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
1001 Lake Ave





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 22, 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 \$19,171.80 TO BALANCE CONCRETE, LLC. FOR PROJECT NO. 24-089, CONCRETE IMPROVEMENTS - CAMBRIDGE AVENUE AND AMHERST AVENUE, SETTING FORTH \$5,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Balance Concrete, LLC for Project No. 24-089, Concrete Improvements - Cambridge Avenue and Amherst Avenue.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of concrete and asphalt improvements to curb ramps and sidewalk at the intersection of Cambridge Avenue and Amherst Avenue.

This Resolution awards the construction contract to Balance Concrete, LLC.

FINANCIAL IMPLICATIONS:

Funding, including contingencies, in the amount of \$24,171.80.00 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. 24-089 Bid Summary

RESOLUTION NO. 15693

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$19,171.80 TO BALANCE CONCRETE, LLC. FOR PROJECT NO. 24-089, CONCRETE IMPROVEMENTS - CAMBRIDGE AVENUE AND AMHERST AVENUE, SETTING FORTH \$5,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-089, Concrete Improvements - Cambridge Avenue and Amherst Avenue have been received and examined; AND,

WHEREAS, the proposal of Balance Concrete, LLC was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-089, Concrete Improvements - Cambridge Avenue and Amherst Avenue to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-089, Concrete Improvements - Cambridge Avenue and Amherst Avenue to be performed, and the contract for said project is hereby awarded to Balance Concrete, LLC in the amount of \$19,171.80.

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.....\$5,000.00

SECTION 4.

Funds in the amount of \$24,171.80, for the contract and contingencies, 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: July 22, 2024

BY: Regina Maestri
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. 24-089 (HUAN01)

Concrete Improvements-Cambridge Avenue and Amherst Avenue

RESPONSE DEADLINE: July 3, 2024 at 10:00 am

Report Generated: Wednesday, July 3, 2024

VENDOR TOTALS

Vendor	Total
Balance Concrete LLC	\$19,171.7984
Wicked Outlaw Construction	\$22,250.00
Cedar Ridge Landscape, Inc	\$22,426.00
Lucky Dog Contracting	\$23,221.50
Baha Construction, Inc.	\$27,842.50

EVALUATION TABULATION
IFB No. 24-089 (HUAN01)
Concrete Improvements-Cambridge Avenue and Amherst Avenue

BASE BID

Base Bid					Baha Construction, Inc.		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Lucky Dog Contracting		Wicked Outlaw Construction	
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	103	LF	\$6.00	\$618.00	\$5.50	\$566.50	\$6.00	\$618.00	\$10.00	\$1,030.00	\$11.00	\$1,133.00
X	2	Remove Concrete	478	SF	\$3.00	\$1,434.00	\$1.75	\$836.50	\$1.50	\$717.00	\$2.50	\$1,195.00	\$3.50	\$1,673.00
X	3	Remove Asphalt Roadway	213	SF	\$3.00	\$639.00	\$2.00	\$426.00	\$1.75	\$372.75	\$2.50	\$532.50	\$3.00	\$639.00
X	4	Remove Reinforced Concrete	128	SF	\$4.00	\$512.00	\$2.70	\$345.60	\$2.50	\$320.00	\$4.50	\$576.00	\$5.00	\$640.00
X	5	Construct Curb and Gutter	103	LF	\$42.00	\$4,326.00	\$28.00	\$2,884.00	\$40.00	\$4,120.00	\$42.00	\$4,326.00	\$30.00	\$3,090.00
X	6	Construct 6-inch Curb Head	72	LF	\$22.00	\$1,584.00	\$18.20	\$1,310.40	\$20.00	\$1,440.00	\$12.00	\$864.00	\$14.00	\$1,008.00
X	7	Construct 4-inch Concrete	527	SF	\$9.50	\$5,006.50	\$7.70	\$4,057.90	\$8.75	\$4,611.25	\$8.00	\$4,216.00	\$8.00	\$4,216.00
X	8	Construct 6-inch Concrete	159	SF	\$14.00	\$2,226.00	\$8.70	\$1,383.30	\$12.00	\$1,908.00	\$10.00	\$1,590.00	\$9.00	\$1,431.00
X	9	Construct 7-inch Reinforced Concrete	128	SF	\$18.50	\$2,368.00	\$10.70	\$1,369.60	\$15.00	\$1,920.00	\$14.00	\$1,792.00	\$11.50	\$1,472.00

EVALUATION TABULATION

IFB No. 24-089 (HUAN01)

Concrete Improvements-Cambridge Avenue and Amherst Avenue

Base Bid					Baha Construction, Inc.		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Lucky Dog Contracting		Wicked Outlaw Construction	
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	213	SF	\$12.00	\$2,556.00	\$9.00	\$1,917.00	\$9.00	\$1,917.00	\$10.00	\$2,130.00	\$10.00	\$2,130.00
X	11	Install 24-inch x 30-inch Tactile Band	8	EA	\$300.00	\$2,400.00	\$215.00	\$1,720.00	\$285.00	\$2,280.00	\$250.00	\$2,000.00	\$150.00	\$1,200.00
X	12	Relocate Sign	1	EA	\$250.00	\$250.00	\$105.00	\$105.00	\$75.00	\$75.00	\$275.00	\$275.00	\$300.00	\$300.00
X	13	Install Gravel 3-inch Deep	56	SF	\$3.00	\$168.00	\$4.1964	\$234.9984	\$2.00	\$112.00	\$5.00	\$280.00	\$3.00	\$168.00
X	14	Install Class 6 Base Material (Place and Compact)	3	TON	\$85.00	\$255.00	\$55.00	\$165.00	\$55.00	\$165.00	\$55.00	\$165.00	\$50.00	\$150.00
X	15	Erosion and Sediment Control	1	LS	\$500.00	\$500.00	\$100.00	\$100.00	\$150.00	\$150.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00
X	16	Traffic Control	1	LS	\$1,200.00	\$1,200.00	\$1,300.00	\$1,300.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
X	17	Mobilization	1	LS	\$1,800.00	\$1,800.00	\$450.00	\$450.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
Total						\$27,842.50		\$19,171.7984		\$22,426.00		\$23,221.50		\$22,250.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements-Cambridge Avenue and Amherst Avenue

Page 3

EVALUATION TABULATION
IFB No. 24-089 (HUAN01)
Concrete Improvements-Cambridge Avenue and Amherst Avenue

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	Balance Concrete LLC	Cedar Ridge Landscape, Inc	Lucky Dog Contracting	Wicked Outlaw Construction
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS					
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	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
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass		Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 22, 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 \$19,119.00 TO BALANCE CONCRETE, LLC., FOR PROJECT NO. 24-090, CONCRETE IMPROVEMENTS - MASSARI ROAD AND HAMPTON LANE AND COURT, SETTING FORTH \$5,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Balance Concrete, LLC for Project No. 24-090, Concrete Improvements - Massari Road and Hampton Lane and Court.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of concrete and asphalt improvements to curb ramps and sidewalk at the intersection of Massari Road and Hampton Lane and Hampton Court.

This Resolution awards the construction contract to Balance Concrete, LLC.

FINANCIAL IMPLICATIONS:

Funding, including contingencies, in the amount of \$24,119.00 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. 24-090 Bid Summary

RESOLUTION NO. 15694

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$19,119.00 TO BALANCE CONCRETE, LLC., FOR PROJECT NO. 24-090, CONCRETE IMPROVEMENTS - MASSARI ROAD AND HAMPTON LANE AND COURT, SETTING FORTH \$5,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-090, Concrete Improvements - Massari Road and Hampton Lane and Court have been received and examined; AND,

WHEREAS, the proposal of Balance Concrete, LLC was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-090, Concrete Improvements - Massari Road and Hampton Lane and Court to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-090, Concrete Improvements - Massari Road and Hampton Lane and Court to be performed, and the contract for said project is hereby awarded to Balance Concrete, LLC in the amount of \$19,119.00.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$5,000.00

SECTION 4.

Funds in the amount of \$24,119.00, for the contract and contingencies, 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.

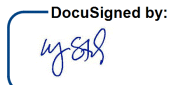
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 22, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 24-090 (HUAN01)
Concrete Improvements - Massari Road and Hampton Lane and Court
RESPONSE DEADLINE: July 3, 2024 at 10:30 am
Report Generated: Wednesday, July 3, 2024

VENDOR TOTALS

Vendor	Total
Balance Concrete LLC	\$19,119.00
Cedar Ridge Landscape, Inc	\$22,534.00
Wicked Outlaw Construction	\$22,756.00
Lucky Dog Contracting	\$24,144.00
Baha Construction, Inc.	\$30,158.00

EVALUATION TABULATION
IFB No. 24-090 (HUAN01)
Concrete Improvements - Massari Road and Hampton Lane and Court

BASE BID

Base Bid					Baha Construction, Inc.		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Lucky Dog Contracting		Wicked Outlaw Construction	
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	108	LF	\$6.00	\$648.00	\$5.50	\$594.00	\$5.00	\$540.00	\$10.00	\$1,080.00	\$11.00	\$1,188.00
X	2	Remove Concrete	320	SF	\$3.00	\$960.00	\$1.75	\$560.00	\$1.40	\$448.00	\$2.50	\$800.00	\$3.00	\$960.00
X	3	Remove Asphalt Roadway	264	SF	\$3.00	\$792.00	\$2.00	\$528.00	\$1.50	\$396.00	\$2.50	\$660.00	\$3.00	\$792.00
X	4	Remove Reinforced Concrete	284	SF	\$4.00	\$1,136.00	\$2.70	\$766.80	\$2.50	\$710.00	\$4.50	\$1,278.00	\$5.00	\$1,420.00
X	5	Construct Curb and Gutter	99	LF	\$42.00	\$4,158.00	\$28.00	\$2,772.00	\$38.00	\$3,762.00	\$42.00	\$4,158.00	\$30.00	\$2,970.00
X	6	Construct 6-inch Curb Head	61	LF	\$22.00	\$1,342.00	\$18.20	\$1,110.20	\$18.00	\$1,098.00	\$12.00	\$732.00	\$14.00	\$854.00
X	7	Construct 4-inch Concrete	36	SF	\$15.00	\$540.00	\$7.70	\$277.20	\$8.50	\$306.00	\$10.00	\$360.00	\$9.00	\$324.00
X	8	Construct 6-inch Concrete	380	SF	\$14.00	\$5,320.00	\$8.70	\$3,306.00	\$11.75	\$4,465.00	\$10.50	\$3,990.00	\$10.00	\$3,800.00

EVALUATION TABULATION

IFB No. 24-090 (HUAN01)

Concrete Improvements - Massari Road and Hampton Lane and Court

Base Bid					Baha Construction, Inc.		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Lucky Dog Contracting		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	9	Construct 7-inch Reinforced Concretde	284	SF	\$18.50	\$5,254.00	\$10.70	\$3,038.80	\$14.75	\$4,189.00	\$14.00	\$3,976.00	\$12.00	\$3,408.00
X	10	Construct Asphalt Roadway Patch	264	SF	\$12.00	\$3,168.00	\$9.00	\$2,376.00	\$8.75	\$2,310.00	\$10.00	\$2,640.00	\$10.00	\$2,640.00
X	11	Install 24-inch x 30-inch Tactile Band	8	EA	\$300.00	\$2,400.00	\$215.00	\$1,720.00	\$280.00	\$2,240.00	\$250.00	\$2,000.00	\$150.00	\$1,200.00
X	12	Install Class 6 Base Material (Place and Compact)	4	TON	\$85.00	\$340.00	\$55.00	\$220.00	\$55.00	\$220.00	\$55.00	\$220.00	\$50.00	\$200.00
X	13	Erosion and Sediment Control	1	LS	\$500.00	\$500.00	\$100.00	\$100.00	\$150.00	\$150.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00
X	14	Traffic Control	1	LS	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
X	15	Mobilization	1	LS	\$2,100.00	\$2,100.00	\$450.00	\$450.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
Total						\$30,158.00		\$19,119.00		\$22,534.00		\$24,144.00		\$22,756.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Massari Road and Hampton Lane and Court

Page 3

EVALUATION TABULATION
IFB No. 24-090 (HUAN01)
Concrete Improvements - Massari Road and Hampton Lane and Court

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	Balance Concrete LLC	Cedar Ridge Landscape, Inc	Lucky Dog Contracting	Wicked Outlaw Construction
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS					
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	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
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING PACOG'S JOINT REAPPOINTMENT OF
DENNIS MARONEY TO THE PUEBLO CONSERVANCY DISTRICT

SUMMARY:

This resolution ratifies the joint City-County appointment of a member to serve on the Pueblo Conservancy District.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Pueblo Conservancy District are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There is one vacancy on the Pueblo Conservancy District due to the term expiration of Dennis Maroney. During the PACOG meeting on June 27, 2024, the BOCC and City Council members reviewed the applications and appointed Mr. Maroney.

FINANCIAL IMPLICATIONS:

There is no financial impact to the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda, and request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15695

A RESOLUTION RATIFYING PACOG'S JOINT
REAPPOINTMENT OF DENNIS MARONEY TO THE PUEBLO
CONSERVANCY DISTRICT

WHEREAS, PACOG duly convened and appointed Dennis Maroney to serve a five-year term expiring on July 31, 2029; it is now the desire of the Pueblo City Council to ratify said appointment; and

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The reappointment of Dennis Maroney to the Pueblo Conservancy District to serve a five-year term expiring July 31, 2029, shall be and hereby is ratified.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: July 22, 2024

BY: Regina Meastri
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF
JASON OLDS TO THE ELECTRICAL BOARD OF APPEALS -
JOURNEYMAN POSITION

SUMMARY:

This resolution ratifies the joint City-County appointment of a member to serve on the Electrical Board of Appeals - Journeyman position.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Electrical Board of Appeals are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There is one vacancy on the Electrical Board of Appeals due to the term expiration of Charles Montera. During the PACOG meeting on June 27, 2024, the BOCC and City Council members reviewed the applications and appointed Mr. Olds.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda, request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15696

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT
OF JASON OLDS TO THE ELECTRICAL BOARD OF APPEALS -
JOURNEYMAN POSITION

WHEREAS, PACOG duly convened and appointed Jason Olds to serve a three-year term on the Electrical Board of Appeals in the Journeyman position expiring on July 1, 2027; it is now the desire of the Pueblo City Council to ratify said appointment; and

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The reappointment of Jason Olds to the Electrical Board of Appeals in the Journeyman position to serve a three-year term expiring July 1, 2027, shall be and hereby is ratified.

SECTION 2.

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

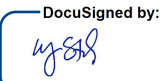
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: July 22, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Presentation**

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING PACOG'S JOINT REAPPOINTMENT OF
PATRICK GRUBB TO THE MECHANICAL BOARD OF APPEALS -
JOURNEYMAN POSITION

SUMMARY:

This resolution ratifies the joint City-County appointment of a member to serve on the Mechanical Board of Appeals - Journeyman position.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Mechanical Board of Appeals are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There is one vacancy for a journeyman and one vacancy for an engineer on the Mechanical Board of Appeals. During the PACOG meeting on June 27, 2024, the BOCC and City Council members reviewed the applications and appointed Mr. Grubb to the journeyman position.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda, and request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15697

A RESOLUTION RATIFYING PACOG'S JOINT
REAPPOINTMENT OF PATRICK GRUBB TO THE
MECHANICAL BOARD OF APPEALS - JOURNEYMAN
POSITION

WHEREAS, PACOG duly convened and appointed Patrick Grubb to serve a three-year term on the Mechanical Board of Appeals in the Journeyman position expiring on July 1, 2027; it is now the desire of the Pueblo City Council to ratify said appointment; and

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The reappointment of Patrick Grubb to the Mechanical Board of Appeals in the Journeyman position to serve a three-year term expiring July 1, 2027, shall be and hereby is ratified.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: July 22, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-15) TO THE DIOCESE OF PUEBLO FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG CLARK STREET FROM B STREET TO THE SOUTHERN TERMINUS ADJACENT TO THE ARKANSAS RIVER LEVEE FOR THE PURPOSE OF HOSTING OUR LADY OF MOUNT CARMEL'S ANNUAL FESTIVAL AND PROCESSION FROM JULY 13, 2024, AT 8:00 A.M., THROUGH JULY 15, 2024, AT 5:00 P.M.

SUMMARY:

Attached is a resolution authorizing the issuance of a Revocable Permit (REV 24-15) submitted by the Diocese of Pueblo for the purpose of hosting Our Lady of Mount Carmel's Annual Festival and Procession.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Diocese of Pueblo has submitted a Revocable Permit (REV-24-15) application requesting to close Clark Street from B Street to the southern terminus adjacent to the Arkansas River Levee for the purpose of hosting Our Lady of Mount Carmel's Annual Festival and Procession from July 13, 2024, at 8:00 a.m., through July 15, 2024, at 5:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting Our Lady of Mount Carmel's Annual Festival and Procession.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 24-15

RESOLUTION NO. 15698

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-15) TO THE DIOCESE OF PUEBLO FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG CLARK STREET FROM B STREET TO THE SOUTHERN TERMINUS ADJACENT TO THE ARKANSAS RIVER LEVEE FOR THE PURPOSE OF HOSTING OUR LADY OF MOUNT CARMEL'S ANNUAL FESTIVAL AND PROCESSION FROM JULY 13, 2024, AT 8:00 A.M., THROUGH JULY 15, 2024, AT 5:00 P.M.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-24-15) is authorized to be issued to the Diocese of Pueblo for the use of the public right-of-way along Clark Street from B Street to the southern terminus adjacent to the Arkansas River Levee for the purpose of hosting Our Lady of Mount Carmel's Annual Festival and Procession from July 13, 2024, at 8:00 a.m., through July 15, 2024, at 5:00 p.m.

SECTION 2.

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

SECTION 3.

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

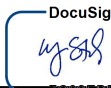
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 22, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Diocese of Pueblo 1001 N. Grand Avenue, Pueblo, CO 81003 719-557-2062**
2. Permitted Area: **Clark Street from B Street to the southern terminus adjacent to the Arkansas River levee.**
3. Purpose of Revocable Permit: **Closure of the roadway to vehicular traffic to host Our Lady of the Mt. Carmel's annual festival and procession.**
4. Commencement Date: **July 13, 2024** Time: **8:00 a.m.**
5. Ending Date: **July 15, 2024** Time: **5:00 p.m.**

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

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

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 08th day of July, 2024.

PERMITTEE:

Organization or
Individual:

By:

Title:

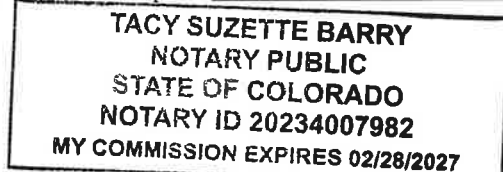
Diocese of Pueblo
Ronald S. Martinez Ronald S. Martinez
Event Manager

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 08th day of July, 2024 by
Ronald Martinez as Event Manager

My commission expires: _____



Tacy Suzette Barry
Notary Public

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

By _____

Heather Graham, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: A RESOLUTION ADOPTING NEW POLICIES AND PROCEDURES FOR RESEARCH, RETRIEVAL, AND COPYING OF PUBLIC RECORDS AND CRIMINAL JUSTICE RECORDS

SUMMARY:

Attached is a Resolution adopting updated procedures for the research, retrieval and copying of Public Records and Criminal Justice Records as required by Colorado Law.

PREVIOUS COUNCIL ACTION:

On January 28, 2008, the City Council passed and approved Resolution No. 11209 which established fees associated with the research, retrieval and copying of public records and criminal justice records.

On June 9, 2014, City Council passed and approved Resolution No. 12975 which updated the fees associated with the research, retrieval and copying of public records and criminal justice records.

On June 27, 2016, the City Council passed and approved resolution 13462 adopting rules governing access to public records in accordance with state law and Resolution No. 12975.

On August 14, 2017, the City Council passed and approved Resolution 13745 rescinding Resolution 13462 in whole and Resolution No. 12975 in part and adopting 2 CPR 901 *et. seq.* governing access to public records in accordance with state law.

On August 10, 2020, the City Council passed and approved Resolution 14455 rescinding Resolution 13745 *inter alia*, and adopting updated governing rules to access to public records in accordance with state law.

BACKGROUND:

On July 1, 2024, the Colorado Legislature increased the maximum fee the city may charge for research and retrieval of public records to \$41.37 per hour. This adjustment was made based on inflation between 2019 and 2024. The first hour of research and retrieval of public records is still free of charge (the first hour of research and retrieval for criminal justice records is not free of charge).

Under Section 24-72-306 of the Colorado Revised Statutes Criminal Justice Records do not have a limit on how much can be charged for search, retrieval, and copying but any fees charged by the city must be “reasonable.” In the interest of uniformity this resolution will adopt rules setting Criminal Justice records fees in line with Public Records fees.

The City’s current fees are set by Resolution No. 14455. This resolution will raise the fees for research and retrieval of public records and criminal justice records to \$41.37 per hour. The decision to raise the fee for both records requests was made to make calculations easier for both requestors and city staff.

FINANCIAL IMPLICATIONS:

Public Records: The City currently charges \$33.58 per hour for every hour of staff time over 60 minutes that it takes to produce public records. The increase to \$41.37 for every hour over 60 minutes that it takes to produce public records is intended to adjust the fee for inflation.

Criminal Justice Records: The City currently charges \$33.58 per hour for every hour of staff time that it takes to produce criminal justice records, including the first hour. The increase to \$41.37 for every hour of staff time it takes to produce criminal justice records is intended to adjust the fee for inflation.

This ordinance will not require the City to expend any funds, it is likely however, this increase in fees will cause a nominal increase in money collected by the city.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If this Resolution is not approved, fees will continue at their current levels and will not be adjusted for inflation.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. CORA Policy 2024
2. CCJRA Policy 2024

RESOLUTION NO. 15699

A RESOLUTION ADOPTING NEW POLICIES AND
PROCEDURES FOR RESEARCH, RETRIEVAL, AND COPYING
OF PUBLIC RECORDS AND CRIMINAL JUSTICE RECORDS

WHEREAS, sections 24-72-201 et. seq. and 24-72-301 et. seq. of the Colorado Revised Statutes authorize the City to adopt rules concerning the inspection of Public Records and Criminal Justice Records and set fees for research and retrieval of those records; and

WHEREAS, the City currently charges \$33.58 per hour for research and retrieval of public records and criminal justice records as established by Resolution No. 14455; and

WHEREAS, the Colorado Legislature has recently increased the maximum amount that the City is allowed to charge for such services from \$33.58 per hour to \$41.37 per hour, in order to account for inflation over the past five years; NOW THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The "City of Pueblo Colorado Open Records Act Rules" attached hereto, having been approved as to form by the City Attorney, are hereby approved.

SECTION 2.

The "City of Pueblo Colorado Criminal Justice Records Act Rules" attached hereto, having been approved as to form by the City Attorney, are hereby approved.

SECTION 3.

All prior Resolutions inconsistent with this Resolution are hereby rescinded.

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 Resolution to effectuate the policies and procedures described herein.

SECTION 5.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: July 22, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Colorado Open Records Act Rules

Rule 101. Title.

This section shall be known and may be cited as the “Administrative Rules Governing City of Pueblo Compliance with the Colorado Open Records Act,” and for convenience may be referred to as “CORA Rules.”

Rule 102. Authority.

The Colorado Open Records Act, C.R.S. §§24-72-201 *et seq.* (as may be amended from time to time) (“Act”), requires that all public records be open for inspection by any person at reasonable times, except as provided by law. The Act allows the official custodian of public records to adopt rules concerning the inspection of such records to protect the integrity of the records and to prevent unnecessary interference with the regular operational duties of the City’s employees that may be caused by requests under the Act.

Rule 103. Purposes and application.

103.1. These CORA Rules are intended to establish general procedures with regard to providing the public with timely, orderly, and appropriate access to and inspection of public records maintained by the City, and to set reasonable and standardized fees for research, retrieval, review, and copying pursuant to the Act.

103.2. These CORA Rules do not apply to records requested under the Colorado Criminal Justice Records Act (“CCJRA”), C.R.S. §§24-72-301 *et seq.* (as may be amended from time to time). Requests for records under CCJRA should be directed to the Pueblo Police Department.

103.3. The City Clerk is the official custodian of records for public records maintained by the City, excluding Criminal Justice Records. The City Clerk will ensure consistent application of the procedures in these CORA Rules, but may delegate certain responsibilities to department heads in order to facilitate responses to requests made under the Act.

103.4. It is the desire and goal of the City to conduct business in a transparent manner within prudent and legal parameters. To that end, the public is encouraged to visit www.pueblo.us to see if the records they wish to request are already available for inspection online.

Rule 104 to Rule 110. Reserved.

Rule 111. Definitions in the Act.

111.1. Definitions in the Act are incorporated in these CORA Rules, unless the context clearly requires a different interpretation. In the event of a conflict between a definition set forth herein and in the Act, the definition in the Act shall prevail.

111.2. Other expressly defined terms in these CORA Rules shall have the following meanings:

“Applicant” means the party requesting records.

“Official Custodian” means the City Clerk or designee.

“Research/Retrieval/Review/Production Time” means the time expended by City staff and/or third party contractors to gather and review records made the subject of any request.

Rule 112 to Rule 120. Reserved.

Procedures

Rule 121. Specificity of requests.

All requests for public records shall be in writing and must be specific as to the records sought, including subject matter, types of records, dates covered, etc. Requests for communications must identify, to the extent reasonably practicable, names or titles of parties to the communications. For any request the Official Custodian deems to be vague or overly broad, he/she may require a more specific written request before incurring any time or expense in preparing a formal response or making the public records available for inspection to the Applicant. An Applicant shall use the request form prescribed by the Official Custodian or shall otherwise provide the information requested by the request form.

Rule 122. Excessive, burdensome, or harassing requests.

In order to prevent unnecessary interference with the regular operational duties of City employees, the City may in its discretion limit applications to three (3) separate items per request. The City reserves the right to process multiple requests in groups of three (3). The City reserves the right not to respond to that portion of any communication that contains demeaning, harassing, or threatening language, or consists of interrogatories, editorials, or other such comments.

Rule 123. Submission of written requests.

Requests for public records may be submitted by mail, facsimile, email, or hand- delivery. Requests should be made directly to the City Clerk’s Office, but may be made to individual City Departments. For an Applicant’s convenience, the Official Custodian has a records request form that an Applicant may complete in order to facilitate and expedite a records request. The form can be found at www.pueblo.us.

Rule 124. Format of data.

Records will be provided in a format or medium determined by the Official Custodian. Records will not be provided in a specific format or medium requested by the Applicant unless

that format or medium is the form in which the record is normally kept.

Rule 125. Manipulation of data.

The City is not required to create any new public record in response to a request. Records and data need only be provided in the format in which they currently exist. In the event that the City consents to any manipulation of data, the Applicant will be charged staff time for the work.

Rule 126. Duplication of records.

The City will not screen requests from the same Applicant in order to avoid duplication of records. It is the Applicant's responsibility to ensure that the requests are not duplicative. In the event duplicate records are produced, no refunds will be provided.

Rule 127. "Continuing requests."

Requests made for future records that are not yet in existence or requests that a record be made on a continuing or periodic basis will not be fulfilled.

Rule 128. Possession, control, and protection of City records.

In order to protect City records, no original records may be removed from the files or taken from the site designated by the City for inspection. The City reserves the right to require supervision of the inspection and copying. The Official Custodian may authorize the Applicant to copy public records using the Applicant's own equipment (*e.g.*, cell phone camera), but such authorization must be made prior to any copying. The City reserves the right to withdraw records being inspected, or sought to be inspected by the public, for operational purposes. The City reserves the right to charge and prosecute anyone who intentionally destroys, defaces, removes from the designated inspection site, or alters public records or property.

Rule 129. Office hours for inspection of public records.

All public records shall be open for inspection between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, except City observed holidays or during City facility closures. The Official Custodian may abbreviate the hours on any given day if the Official Custodian deems that the request to inspect unduly interferes with the operational duties of the City's employees or for any emergency.

Rule 130. Identification of Applicant.

Responding to requests under the Act is expedited by the Applicant providing appropriate contact information. The identification of the Applicant is also relevant to whether certain information can be disclosed to that Applicant under the Act.

The City reserves the right to deny any request if the Official Custodian determines the application does not contain sufficient information to respond to the request.

Rule 131. Time to respond to Open Records Requests.

Pursuant to the terms of the Act, the City shall make the public records requested available within three (3) business days, unless extenuating circumstances exist, in which case, up to an additional seven (7) business days may be added. A finding of extenuating circumstances shall be made in writing by the Official Custodian, and shall be provided to the Applicant.

Rule 132. Allowance or denial of inspection.

The Official Custodian shall follow the requirements, protections, and exemptions of the Act and Colorado case law when determining whether to allow or deny any request of inspection of records, which include, but are not limited to: inspection would be contrary to state or federal law or regulation; release of the record would violate a court order; or disclosure would be contrary to public interest. The Official Custodian's decision shall be final for purposes of appeal under Colorado law.

Rule 133. Copyrighted Materials.

If there is a request for any document that the City reasonably believes is copyrighted, either because of a statement contained on the document or by the inclusion of the copyright symbol ©, the document will not be photocopied.

Rule 134. Deleted documents.

Unless the Applicant can provide a sufficient factual basis to establish bad faith, the City shall have no duty to recreate or reconstruct any mailbox or hard drive in order to respond to a request for documents or emails which have been deleted.

Rule 135. Redaction of non-public or exempted matters.

The Official Custodian may redact any non-public record or matters that require non-disclosure under any exemption in the Act or case law.

Rule 136. Abandoned requests.

Failure to inspect the public records at the agreed upon time and place will be deemed an abandoned request. The City may return the records to their proper locations within two (2) business days, or a shorter period if needed by the City for any use. If the records are returned to another location as a result of an abandoned request, a new request must be made to inspect those records.

Rule 137 to Rule 150. Reserved.***Fees*****Rule 151. Fees.**

151.1 Research/Retrieval/Review/Production Time. Public records that are responsive to a request, and not covered by an exemption, may be inspected at no cost if the document already exists, and it takes sixty (60) minutes or less of cumulative staff time to produce the public records; however, the City will charge a fee of \$41.37 per hour for the staff time exceeding sixty (60) minutes. Notwithstanding the foregoing, the City reserves the right to require supervision of the inspection and copying of any public records.

151.2 Hard copies. The City's fee for producing hard copies of any record shall be twenty-five cents per standard page. The fee for a non-standard page shall be the actual cost of providing the copy.

151.3 Transmission. The Applicant shall be required to pay all costs associated with the transmission of the records, as well as any costs associated with the production of the records, prior to the City's transmitting any record. No transmission fee will be imposed for records transmitted by electronic mail.

Rule 152. Electronically stored data.

Due to security reasons, any requests for electronically stored data, such as emails, require initial research, retrieval, and review for exemption by City staff, which may include staff attorney time and/or a third-party contractor. Fees for such time will be charged at the rate of \$33.50 per hour in excess of the first hour.

Rule 153. Deposit and pre-pay requirements.

The Official Custodian may require a monetary deposit and/or prepayment before commencing action to retrieve and make available the records. The Applicant, when required, must pre-pay the estimated costs before the City commences action to retrieve and make available the records. If the final amount is greater than the estimate, the Applicant shall pay the additional amount at the time the records are made available. If the final amount is less than the estimate, the amount of overpayment shall be refunded.

Rule 154. Forms of payment.

Whenever fees are assessed pursuant to these CORA Rules, the City will accept payment in the forms that are accepted at that time by the City's Finance Department. Except as stated herein, payment shall be made at the time the records are made available.

Rule 155 to Rule 159. Reserved.

Digital Records

Rule 160. Digital format.

If a public record is stored by the City in a digital format, the Official Custodian shall provide a copy of a public record, subject to appropriate redactions, in a digital format as follows:

160.1. If the digital format of the public record is searchable, but not sortable, then the custodian shall provide a copy in a searchable format (*such as Word or a searchable Portable Document Format a.k.a. "PDF"*).

160.2. If the digital format of the public record is sortable, then the custodian shall provide a copy in a sortable format (*such as Excel or a comma-separated values format a.k.a. "CSVJ"*).

160.3. If a record is stored by a custodian in a digital format that is not searchable or sortable (*such as scanned or saved document in non-searchable PDF format*) the Official Custodian is not required to convert it to a searchable or sortable format, may provide it in the digital format in which it is stored.

Rule 161. Exceptions to digital format production.

If the record is either searchable or sortable, the Official Custodian does not have provide records in those formats under the following circumstances:

161.1. Copyright/Licensing: Releasing the record would violate terms of any copyright or licensing agreement with a third party or result in the release of a third party's propriety information

161.2. Not Feasible: After making reasonable inquiries, it is not technologically or practically feasible to permanently remove information permitted to be withheld or it is not technologically or practically feasible to provide a copy of the record in a searchable or sortable format or if the Official Custodian would be required to purchase software or create additional programming or functionality of its existing software to remove information.

Rule 162. Alternative Formats and Written Declaration.

If the Official Custodian is not able to comply with a request for a public record in a requested format, the Official Custodian shall produce the record in an alternative format and shall provide, in writing, a declaration as to the reasons for not being able to provide the information in the requested format.

Rule 163 to Rule 169. Reserved.

Pre-Litigation Matters

Rule 170. Alternative Methods of Resolving Disputes.

1701. Notice: An Applicant seeking relief from the District Court under the Act, must provide at least fourteen (14) days written notice to the Official Custodian prior to filing an application with the District Court.

1702. Meeting: During the 14-day period, the Official Custodian who has denied access must meet with or speak by telephone with the Applicant to determine if the dispute may be resolved without applying to the District Court.

1703. Alternative Dispute Resolution: The meeting may include recourse to any method of alternative dispute resolution (“ADR”) agreeable to both parties, with the parties sharing expenses of ADR equally.

1704. No resolution: If the meeting does not lead to a resolution, the Applicant can then seek relief from the District Court.

Rule 171. Expedited Need Exception.

No meeting to determine whether the dispute can be resolved without applying to the District Court needs to be held if the Applicant requesting access requires expedited access and provides written notice to the Official Custodian of the expedited need, with a written factual basis for such expedited need, at least three (3) business days prior to applying to the District Court.

Rule 172 to Rule 199. Reserved.

Colorado Criminal Justice Records Act Rules

Rule 101. Title.

This section shall be known and may be cited as the “Administrative Rules Governing City of Pueblo Compliance with the Colorado Criminal Justice Records Act,” and for convenience may be referred to as “CCJRA Rules.”

Rule 102. Authority.

The Colorado Criminal Justice Act, C.R.S. §§24-72-301 *et seq.* (as may be amended from time to time) (“Act”), requires that criminal justice records be open for inspection by any person at reasonable times, except as provided by law. The Act allows the official custodian of criminal justice records to adopt rules concerning the inspection of such records to protect the integrity of the records and to prevent unnecessary interference with the regular operational duties of the City’s employees that may be caused by requests under the Act.

Rule 103. Purposes and application.

103.1. These CCJRA Rules are intended to establish general procedures with regard to providing the public with timely, orderly, and appropriate access to and inspection of criminal justice records maintained by the City, and to set reasonable and standardized fees for research, retrieval, review, and copying pursuant to the Act.

103.2. These CCJRA Rules do not apply to records requested under the Colorado Open Records Act (“CORA”), C.R.S. §§24-72-201 *et seq.* (as may be amended from time to time). Requests for records under CORA should be directed to the Pueblo City Clerk.

103.3. These CCJRA Rules do not apply to records held by the Municipal Court.

103.4. The Pueblo Police Department Records Manager (“Records Manager”) is the official custodian of records for criminal justice records maintained by the City, excluding Municipal Court records. The Records Manager will ensure consistent application of the procedures in these CCJRA Rules but may delegate certain responsibilities in order to facilitate responses to requests made under the Act.

103.5. It is the desire and goal of the City to conduct business in a transparent manner within prudent and legal parameters. To that end, the public is encouraged to visit <https://pueblo.policetocitizen.com> to see if the records they wish to request are already available for inspection online.

Rule 104 to Rule 110. Reserved. Rule 111. Definitions in the Act.

111.1. Definitions in the Act are incorporated in these CCJRA Rules, unless the context clearly requires a different interpretation. In the event of a conflict between a definition set forth herein and in the Act, the definition in the Act shall prevail.

111.2. Other expressly defined terms in these CCJRA Rules shall have the following meanings:

“Applicant” means the party requesting records.

“Official Custodian” means the Pueblo Police Department Records Manager or designee.

“Research/Retrieval/Review/Production Time” means the time expended by City staff and/or third party contractors to gather and review records made the subject of any request.

Rule 112 to Rule 120. Reserved.

Procedures

Rule 121. Specificity of requests.

All requests for criminal justice records shall be in writing and must be specific as to the records sought, including subject matter, types of records, dates covered, etc. For any request the Official Custodian deems to be vague or overly broad, he/she may require a more specific written request before incurring any time or expense in preparing a formal response or making copies of the criminal justice records available to the Applicant. An Applicant shall use the request form prescribed by the Official Custodian or shall otherwise provide the information requested by the request form.

Rule 122. Excessive, burdensome, or harassing requests.

In order to prevent unnecessary interference with the regular operational duties of City employees, the City places a limit of three (3) separate items per request. The City reserves the right to process multiple requests in groups of three (3). The City reserves the right not to respond to that portion of any communication that contains demeaning, harassing, or threatening language, or consists of interrogatories, editorials, or other such comments.

Rule 123. Submission of written requests.

Requests for criminal justice records may be submitted online, by mail, facsimile, email, or hand- delivery. Requests should be made directly to the Pueblo Police Department. For an Applicant’s convenience, the Official Custodian has a records request form that an Applicant may complete in order to facilitate and expedite a records request. The form can be found at www.pueblo.us.

Rule 124. Format of data.

Records will be provided in a format or medium determined by the Official Custodian. Records will not be provided in a specific format or medium requested by the Applicant unless that format or medium is the form in which the record is normally kept.

Rule 125. Manipulation of data.

The City is not required to create any new criminal justice record in response to a request. Records and data need only be provided in the format in which they currently exist. In the event that the City consents to any manipulation of data, the Applicant will be charged staff time for the work.

Rule 126. Duplication of records.

The City will not screen requests from the same Applicant in order to avoid duplication of records. It is the Applicant's responsibility to ensure that the requests are not duplicative. In the event duplicate records are provided, no refunds will be provided.

Rule 127. Continuing requests.

Requests made for future records that are not yet in existence or requests that a record be made on a continuing or periodic basis will not be fulfilled.

Rule 128. Possession, control, and protection of City records.

In order to protect City records, no party shall be allowed to inspect original criminal justice records. The Official Custodian shall review all requests for criminal justice records and make a determination as to which records, if any, may be released. The Official Custodian will then create copies of those records to be released to the Applicant. No copies will be released unless the applicant has complied with all other provisions in these rules and all state and local law; including payment of all applicable fees.

The Official Custodian may, but is not required to, authorize the Applicant to inspect original criminal justice records. The Official Custodian may, but is not required to, authorize the Applicant to create copies of original criminal justice records using the Applicant's own equipment (e.g., cell phone camera). Any authorization made under this section must be made prior to any copying. The City reserves the right to withdraw records being inspected, or sought to be inspected by the public, for operational purposes. The City reserves the right to charge and prosecute anyone who intentionally destroys, defaces, removes from the designated inspection site, or alters criminal justice records or property.

Rule 129. Office hours for inspection of criminal justice records.

Inspection of original criminal justice records, when authorized, shall be by appointment only and must be arranged with the Official Custodian prior to the date of inspection.

Requests for copies of criminal justice records may be made at the Pueblo Police Station between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday except City observed holidays or during City facility closures. Requests made by email or facsimile may be made at any time but will not be deemed to have been received until the next day the Police Station is open.

Rule 130. Identification of Applicant.

Responding to requests under the Act is expedited by the Applicant providing appropriate contact information. The identification of the Applicant is also relevant to whether certain information can be disclosed to that Applicant under the Act.

The City reserves the right to deny any request if the Official Custodian determines the application does not contain sufficient information to respond to the request.

Rule 131. Time to respond to Open Records Requests.

Pursuant to the terms of the Act, the City shall make the criminal justice records requested available as soon as is practical given the nature of the request. Availability may be delayed so as not to interfere with the regular business of the City.

Rule 132. Allowance or denial of inspection.

The Official Custodian shall follow the requirements, protections, and exemptions of the Act and Colorado case law when determining whether to allow or deny any request for criminal justice records, which include, but are not limited to: inspection would be contrary to state or federal law or regulation; release of the record would violate a court order or court rule; or disclosure would be contrary to public interest. The Official Custodian's decision shall be final for purposes of appeal under Colorado law.

Rule 133. Copyrighted Materials.

If there is a request for any document that the City reasonably believes is copyrighted, either because of a statement contained on the document or by the inclusion of the copyright symbol ©, the document will not be photocopied.

Rule 134. Deleted documents.

Unless the Applicant can provide a sufficient factual basis to establish bad faith, the City shall have no duty to recreate or reconstruct any mailbox or hard drive in order to respond to a request for documents which have been deleted.

Rule 135. Redaction exempted matters.

The Official Custodian may redact matters that require non-disclosure under any exemption in the Act or case law.

Rule 136. Abandoned requests.

Failure to inspect the criminal justice records at the agreed upon time and place will be deemed an abandoned request. The City may return the records to their proper locations within two (2) business days, or a shorter period if needed by the City for any use. If the records are returned to another location as a result of an abandoned request, a new request must be made to inspect those records.

Copies of records shall be held for thirty (30) days from the date the Applicant is informed the records are ready for pickup. After thirty (30) days the copies will be destroyed, and the City will not refund any fees already paid in connection with the abandoned request. A new request must be made, and applicable fees must be paid before additional copies will be released.

Unresponsiveness, such as failure to communicate with the Custodian or his/her designee regarding clarification of requests or failure to produce payment, within ten (10) business days of the initial communication or issuance of an invoice will result in the request being considered abandoned.

Rule 137 to Rule 150. Reserved.

Fees

Rule 151. Fees.

151.1. Research/Retrieval/Review/Production Time. The City will charge a fee of \$33.50 per hour for staff time spent researching, retrieving, reviewing, copying, and/or producing the requested material. Notwithstanding the foregoing, the City reserves the right to require supervision of the inspection and copying of any criminal justice records.

151.2. Records Check (Official Action) The City's fee for conducting a check of city records for records of official action shall be ten dollars (\$10.00).

151.3. Hard copies. The City's fee for producing hard copies of any police report shall be five dollars (\$5.00) for the first fifteen (15) pages and twenty-five cents (\$0.25) per standard page for each standard page in excess of fifteen (15) pages. For a copy of a police officer issued citation or arrest report the fee shall be ten dollars (\$10.00). Copies of calls for service shall be one dollar (\$1.00) and twenty-five cents (\$0.25) for each page in excess of four (4) pages.. The fee for a non-standard page shall be the actual cost of providing the copy. Per page fees apply to physical copies only.

151.4. Electronic Media. The City's fees for producing photographs or video on a disc shall be two dollars and fifty cents (\$2.50) per disc, seven dollars (\$7.00) per 16GB flash drive, nine dollars (\$9.00) per 32GB flash drive, ten dollars (\$10.00) per 64GB flash drive, and twelve dollars (\$12.00) per 128GB flash drive. The Official Custodian has no obligation to manipulate data in order to limit the number of discs required to fulfill a request.

Rule 152. Digitally stored data. Due to security reasons, any requests for electronically stored data, require initial research, retrieval, and review for exemption by City staff, which may include staff attorney time and/or a third-party contractor. Fees for such time will be charged at the rate of \$33.50 per hour.

Rule 153. Deposit and pre-pay requirements.

The Official Custodian shall require a monetary deposit and/or prepayment before commencing action to retrieve and make available the records. The Applicant shall be required to pre-pay the estimated costs before the City commences action to retrieve and make available the records. If the final amount is greater than the estimate, the Applicant shall pay the additional amount at the time the records are made available. If the final amount is less than the estimate, the amount of overpayment shall be refunded.

Rule 154. Forms of payment.

Whenever fees are assessed pursuant to these CCJRA Rules, the City will accept payment in the forms that are accepted at that time by the City's Finance Department. Except as stated herein, payment shall be made at the time the records are made available.

Rule 155 to Rule 169. Reserved.

Pre-Litigation Matters

Rule 170. Alternative Methods of Resolving Disputes.

170.1. Notice: An Applicant seeking relief from the District Court under the Act, must provide at least fourteen (14) days written notice to the Official Custodian prior to filing an application with the District Court.

170.2. Meeting: During the 14-day period, the Official Custodian who has denied access must meet with or speak by telephone with the Applicant to determine if the dispute may be resolved without applying to the District Court.

170.3. Alternative Dispute Resolution: The meeting may include recourse to any method of alternative dispute resolution ("ADR") agreeable to both parties, with the parties sharing expenses of ADR equally.

170.4. No resolution: If the meeting does not lead to a resolution, the Applicant can then seek relief from the District Court.

Rule 171. Expedited Need Exception.

No meeting to determine whether the dispute can be resolved without applying to the District Court needs to be held if the Applicant requesting access requires expedited access and provides written notice to the Official Custodian of the expedited need, with a written factual basis for such expedited need, at least three (3) business days prior to applying to the District Court.

Rule 172 to Rule 199. Reserved.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: A RESOLUTION IN OPPOSITION TO BLACK HILLS COLORADO ELECTRIC, LLC'S REQUEST BEFORE THE COLORADO PUBLIC UTILITIES COMMISSION TO RAISE ELECTRICAL RATES WITHIN THE CITY OF PUEBLO

SUMMARY:

Attached is a Resolution in opposition to Black Hills Colorado Electric, LLC's ("Black Hills") request to increase rates upon the ratepayers within the City of Pueblo filed June 14, 2024.

PREVIOUS COUNCIL ACTION:

City Council has previously opposed rate increases requested by Black Hills.

BACKGROUND:

On June 14, 2024, Black Hills filed a rate review with the Colorado Public Utilities Commission (PUC) to update its electric rates for its southern Colorado electric system which serves over 100,000 customers in Pueblo, Cañon City, Rocky Ford and surrounding communities. Black Hills claims the purpose of this increase is to recover necessary infrastructure investment and operating costs, including pay and benefits for local employees.

Black Hills claims the increased rates will generate at least \$36 million in additional revenue per year. If approved by the PUC, the new rates are anticipated to go into effect in or before March 2025.

FINANCIAL IMPLICATIONS:

In the event Black Hills's rate increase is approved, the City and the rate payers within the City will be forced to pay higher rates for energy than any other community along the Colorado Front Range.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could choose not to adopt the proposed Resolution.

RECOMMENDATION:

This Resolution is at the request of City Council.

ATTACHMENTS:

None

RESOLUTION NO. 15700

A RESOLUTION IN OPPOSITION TO BLACK HILLS COLORADO ELECTRIC, LLC'S REQUEST BEFORE THE COLORADO PUBLIC UTILITIES COMMISSION TO RAISE ELECTRICAL RATES WITHIN THE CITY OF PUEBLO

WHEREAS, the City of Pueblo ("City") and its residents are electric service customers of Black Hills Colorado Electric, LLC ("Black Hills"); and

WHEREAS, on June 14, 2024, Black Hills filed a rate review with the Colorado Public Utilities Commission ("PUC") to update its electric rates to adjust for the rising cost of operating, maintaining, and upgrading its southern Colorado electric system which serves over 100,000 customers in Pueblo, Cañon City, Rocky Ford and surrounding communities; and

WHEREAS, the City intends to intervene and fully participate in the rate increase before the PUC; and

WHEREAS, Black Hills claims this rate increase will increase revenues by \$36 million annually; and

WHEREAS, Black Hills claims the rate increase would increase the average monthly residential bill of a customer using 600 kilowatt-hours of energy from \$109.67 to \$129.81; and

WHEREAS, the Colorado Association of Municipal Utilities (CAMU) reports that the typical Black Hills Energy customer already pays higher residential rates than those paid by a typical customer of any other utility in Colorado; and

WHEREAS, a survey by CAMU found that Black Hills' customers, on average, spent over \$145 to use 700 kilowatt-hours in January 2024; and

WHEREAS, during January 2024, Xcel Energy ratepayers spent less than \$100, Colorado Springs ratepayers spent less than \$99, and Fort Collins ratepayers spent less than \$84 for the same 700 kilowatt-hours of energy; and

WHEREAS, Pueblo ratepayers have consistently been charged significantly higher utility rates than every other community along the Colorado Front Range; and

WHEREAS, allowing Black Hills' requested rate increase to take effect would place an even greater economic burden on the City's ratepayers than already exists; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council for the City of Pueblo does hereby oppose the requested rate increase for delivery of electricity for which Black Hills Electric of Colorado, LLC has applied;

SECTION 2.

A copy of this Resolution be transmitted to all members of the Colorado Public Utilities Commission.

SECTION 3.

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

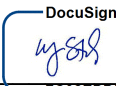
SECTION 4.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED: July 22, 2024

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 22, 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 THREE MAIN EXTENSION AGREEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF WATER WORKS OF PUEBLO, COLORADO RELATED TO THE EXTENSION OF WATER MAINS TO SERVE THE CITY'S THREE NEW FIRE STATIONS, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENTS

SUMMARY:

The Ordinance will approve three Main Extension Agreements with the Pueblo Board of Water Works (BOWW). The agreements outline the parties' obligations with respect to the extension of water mains required to provide water service to the City's three new fire station facilities (i.e., Fire Station 6 at 111 Victory Lane; Fire Station 8 at 4405 Jerry Murphy Road; and Fire Station 11 at 3205 W. 24th Street). The Ordinance also authorizes the Mayor to sign all three agreements.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City has awarded a contract for the construction of three new fire stations. All three fire station sites require the extension of water mains to support the new facilities. BOWW requires that builders/developers enter into agreements regarding the parties' respective obligations and covering terms and conditions related to the main extensions. This Ordinance approves three main extension agreements between the City and BOWW and authorizes the Mayor to sign the agreements.

FINANCIAL IMPLICATIONS:

The City is responsible for the cost of installing the three required water mains to serve the new fire stations. The cost associated with extending the mains has already been

budgeted and appropriated in the construction project account. The work to install the new lines is also already included in the previously-awarded construction contract. No additional funds are required to be budgeted and appropriated to complete this work.

BOWW is requiring that the water main serving the new Fire Station No. 8 that will be installed in Jerry Murphy Road be sized at 16 inches because it serves additional properties to the north of the fire station. When developers are required to install larger mains that serve adjacent development areas, they may be eligible for reimbursement of a portion of the cost of the installed pipe after it has been accepted by BOWW. In this case, the City will be eligible for reimbursement of \$40,089.92 for the main extension being installed in Jerry Murphy Road following BOWW's acceptance of the new main extension.

The main extensions on Victory Lane and W. 24th Street are not eligible for reimbursement due to their size.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve these agreements will prevent the City from being able to connect the three new fire stations to the BOWW distribution system.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 245112 WATER MAIN EXT AGREEMENT DEV (City Edits - 240628)
2. 245111 WATER MAIN EXT AGREEMENT DEV (City Edits - 240628)
3. 245110 WATER MAIN EXT AGREEMENT DEV (City Edits - 240628)

ORDINANCE NO.

AN ORDINANCE APPROVING THREE MAIN EXTENSION AGREEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF WATER WORKS OF PUEBLO, COLORADO RELATED TO THE EXTENSION OF WATER MAINS TO SERVE THE CITY'S THREE NEW FIRE STATIONS, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENTS

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

SECTION 1.

Three Main Extension Agreements between the City of Pueblo, a Colorado Municipal Corporation, and the Board of Water Works of Pueblo, Colorado, copies of which are attached hereto, having been approved as to form by the City of Pueblo Attorney, are hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Main Extension Agreements in the name of the City of Pueblo, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers of the City of Pueblo 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

**AGREEMENT FOR WATER MAIN EXTENSION
DEVELOPER INSTALLED
NON-ASSESSABLE**

THIS AGREEMENT entered into this 6th day of June, 2024, by and between THE BOARD OF WATER WORKS OF PUEBLO, COLORADO; hereinafter called "PUEBLO WATER" and City of Pueblo, a Municipal Corporation, hereinafter called the "DEVELOPER".

WHEREAS, the DEVELOPER desires the extension of the water mains of PUEBLO WATER, as hereinafter described, and

WHEREAS, PUEBLO WATER is willing to supply water to the DEVELOPER pursuant to PUEBLO WATER'S Rules and Regulations:

NOW, THEREFORE, this Agreement

WITNESSETH

FIRST: The DEVELOPER agrees to install or cause to have installed main(s) by a Contractor who has been pre-qualified by Pueblo Water, in accordance with PUEBLO WATER specifications and under PUEBLO WATER inspection, described and located in Pikes Peak Park, Filing No. 1 as follows:

8" PVC Main beginning in the existing 8" PVC Main in the intersection of W 24th Street and Perry Avenue, thence extending northerly in Perry Avenue approximately 294 feet.

SECOND: The legal description of the property to be served by the main(s) including all property abutting the main(s), is as follows:
(Designate property owned by DEVELOPER and property owned by OTHERS.)

DEVELOPER:

Lot 1 Block 11 Pikes Peak Park, Filing No. 1

OTHERS:

Portion of Parcel R Pikes Peak Park, Filing No. 1

THIRD: The DEVELOPER'S cost of main installation shall be in accordance with "WATER MAIN EXTENSIONS-UNIT COST" as defined in PUEBLO WATER'S Rules and Regulations. THE WATER MAIN(S) SHALL NOT BE PLACED IN SERVICE UNTIL ANY MONIES DUE THE BOARD SHALL BE PAID TO THE BOARD.

FOURTH: A sketch of the main extension and property to be served is not attached and made a part of this Agreement.

FIFTH: The absolute ownership of the water main(s) installed pursuant to this contract shall at all times be and remain in the BOARD OF WATER WORKS OF PUEBLO, or its assigns.

SIXTH: All water service provided to DEVELOPER or others shall be provided subject to PUEBLO WATER'S Rules and Regulations and to PUEBLO WATER'S rates as such rules, regulations and rates may be from time to time adopted, revised or changed by PUEBLO WATER, and the execution of the Agreement shall not entitle the DEVELOPER or any other person to water service on any terms or conditions other than those specified in PUEBLO WATER'S rules, regulations and rate schedules as such rules, regulations and rates may from time to time be adopted, revised or changed by PUEBLO WATER.

SEVENTH: This Agreement shall be binding upon the heirs, executors, administrators, and assigns of the respective parties.

EIGHTH: Notwithstanding any provision of this Agreement to the contrary, PUEBLO WATER's obligations under that Settlement Agreement dated July 22, 2003 between the Developer and PUEBLO WATER, including obligations under paragraph 4 with respect to fire hydrants, shall not be waived, amended or modified by this Agreement and shall be applicable to the water mains constructed by Developer.

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

**BOARD OF WATER WORKS OF
PUEBLO, COLORADO**

WITNESS

Matthew C. Trujillo, Director of Operations

Signature

DEVELOPER

WITNESS

Heather Graham, Mayor

Signature

City of Pueblo
Heather Graham, Mayor
1 City Hall Place
Pueblo, Colorado 81003

**AGREEMENT FOR WATER MAIN EXTENSION
DEVELOPER INSTALLED
NON-ASSESSABLE**

THIS AGREEMENT entered into this 6th day of June, 2024, by and between THE BOARD OF WATER WORKS OF PUEBLO, COLORADO; hereinafter called "PUEBLO WATER" and City of Pueblo, a Municipal Corporation, hereinafter called the "DEVELOPER".

WHEREAS, the DEVELOPER desires the extension of the water mains of PUEBLO WATER, as hereinafter described, and

WHEREAS, PUEBLO WATER is willing to supply water to the DEVELOPER pursuant to PUEBLO WATER'S Rules and Regulations:

NOW, THEREFORE, this Agreement

WITNESSETH

FIRST: The DEVELOPER agrees to install or cause to have installed main(s) by a Contractor who has been pre-qualified by Pueblo Water, in accordance with PUEBLO WATER specifications and under PUEBLO WATER inspection, described and located adjacent to Fire Station No. 8 Subdivision, within Jerry Murphy Road right-of-way, as follows:

16" PVC Main beginning at the existing 30" Steel Main in Jerry Murphy Road south of Candytuft Boulevard, thence extending southerly in Jerry Murphy Road approximately 838 feet to the existing 16" AC Main in the intersection of Jerry Murphy Rd and Bluestem Boulevard.

SECOND: The legal description of the property to be served by the main(s) including all property abutting the main(s), is as follows:

(Designate property owned by DEVELOPER and property owned by OTHERS.)

DEVELOPER:

Lot 1 Fire Station No. 8 Subdivision
Lot 2 Fire Station No. 8 Subdivision

OTHERS:

N/A

THIRD: The DEVELOPER'S cost of main installation shall be in accordance with "WATER MAIN EXTENSIONS-UNIT COST" as defined in PUEBLO WATER'S Rules and Regulations. THE WATER MAIN(S) SHALL NOT BE PLACED IN SERVICE UNTIL ANY MONIES DUE THE BOARD SHALL BE PAID TO THE BOARD.

The estimated footage of mains to be installed is as follows:

MATERIAL REIMBURSEMENT			REIMBURSEMENT
SIZE	ESTIMATED L.F.	AMOUNT PER L.F.	TOTAL
16" PVC	838 L.F.	\$47.84	\$40,089.92
Estimated amount to be reimbursed to DEVELOPER:			\$40,089.92

FOURTH: A sketch of the main extension and property to be served is not attached and made a part of this Agreement.

FIFTH: The absolute ownership of the water main(s) installed pursuant to this contract shall at all times be and remain in the BOARD OF WATER WORKS OF PUEBLO, or its assigns.

SIXTH: All water service provided to DEVELOPER or others shall be provided subject to PUEBLO WATER'S Rules and Regulations and to PUEBLO WATER'S rates as such rules, regulations and rates may be from time to time adopted, revised or changed by PUEBLO WATER, and the execution of the Agreement shall not entitle the DEVELOPER or any other person to water service on any terms or conditions other than those specified in PUEBLO WATER'S rules, regulations and rate schedules as such rules, regulations and rates may from time to time be adopted, revised or changed by PUEBLO WATER.

SEVENTH: This Agreement shall be binding upon the heirs, executors, administrators, and assigns of the respective parties.

EIGHTH: Notwithstanding any provision of this Agreement to the contrary, PUEBLO WATER's obligations under that Settlement Agreement dated July 22, 2003 between the Developer and PUEBLO WATER, including obligations under paragraph 4 with respect to fire hydrants, shall not be waived, amended or modified by this Agreement and shall be applicable to the water mains constructed by Developer.

*****SIGNATURE PAGE FOLLOWS*****

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

**BOARD OF WATER WORKS OF
PUEBLO, COLORADO**

WITNESS

Matthew C. Trujillo, Director of Operations

Signature

DEVELOPER

WITNESS

Heather Graham, Mayor

Signature

City of Pueblo
Heather Graham, Mayor
1 City Hall Place
Pueblo, Colorado 81003

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**AGREEMENT FOR WATER MAIN EXTENSION
DEVELOPER INSTALLED
NON-ASSESSABLE**

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WHEREAS, the DEVELOPER desires the extension of the water mains of PUEBLO WATER, as hereinafter described, and

WHEREAS, PUEBLO WATER is willing to supply water to the DEVELOPER pursuant to PUEBLO WATER'S Rules and Regulations:

NOW, THEREFORE, this Agreement

WITNESSETH

FIRST: The DEVELOPER agrees to install or cause to have installed main(s) by a Contractor who has been pre-qualified by Pueblo Water, in accordance with PUEBLO WATER specifications and under PUEBLO WATER inspection, described and located in Trinity Subdivision as follows:

8" PVC Main beginning at the existing 12" AC Main south of the intersection of W 4th Street and Victory Lane, thence extending southeasterly in Victory Lane approximately 320 feet.

SECOND: The legal description of the property to be served by the main(s) including all property abutting the main(s), is as follows:
(Designate property owned by DEVELOPER and property owned by OTHERS.)

DEVELOPER:

Parcel B Trinity Subdivision

OTHERS:

N/A

THIRD: The DEVELOPER'S cost of main installation shall be in accordance with "WATER MAIN EXTENSIONS-UNIT COST" as defined in PUEBLO WATER'S Rules and Regulations. THE WATER MAIN(S) SHALL NOT BE PLACED IN SERVICE UNTIL ANY MONIES DUE THE BOARD SHALL BE PAID TO THE BOARD.

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SEVENTH: This Agreement shall be binding upon the heirs, executors, administrators, and assigns of the respective parties.

EIGHTH: Notwithstanding any provision of this Agreement to the contrary, PUEBLO WATER's obligations under that Settlement Agreement dated July 22, 2003 between the Developer and PUEBLO WATER, including obligations under paragraph 4 with respect to fire hydrants, shall not be waived, amended or modified by this Agreement and shall be applicable to the water mains constructed by Developer.

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

**BOARD OF WATER WORKS OF
PUEBLO, COLORADO**

WITNESS

Matthew C. Trujillo, Director of Operations

Signature

DEVELOPER

WITNESS

Heather Graham, Mayor

Signature

City of Pueblo
Mayor Heather Graham
1 City Hall Place
Pueblo, Colorado 81003



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 22, 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 MEMORANDUM OF AGREEMENT AND EASEMENT AGREEMENT BY AND BETWEEN THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO STATE FAIR AUTHORITY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO RECONSTRUCTION AND MAINTENANCE OF THE ADA RAMP AND IMPROVEMENTS AT MESA AVENUE AND PRAIRIE AVENUE AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance approving a memorandum of agreement and easement agreement by and between the State of Colorado, acting by and through the Colorado State Fair Authority, and the City of Pueblo, relating to reconstruction and maintenance of the ADA ramp and improvements at the northeast corner of Mesa Avenue and Prairie Avenue.

PREVIOUS COUNCIL ACTION:

Ordinance 9600 dated November 25, 2019, transferred funds in the amount of \$125,000 from the 2019 Highway User Tax Fund ("HUTF") balance to Project Account HU1601 and budgeted and appropriated \$125,000 for the Traffic Signal Northern Avenue and Prairie Avenue Project.

Ordinance 9666 dated February 24, 2020, established Project Account PL2003, which approved an IGA between the City and CDOT, transferred \$125,000 from Project Account HU1601 to Project Account PL2003, and budgeted and appropriated funds in the amount of \$625,000 for the Northern Avenue Streetscape/Trail Phase III Project.

Resolution 14465 dated August 24, 2020, approved an agreement for professional engineering services between the City and Short Elliott Hendrickson, Inc., in the amount of \$63,037.19, related to the Northern Avenue Streetscape/Trail Phase III

Project.

Ordinance 9977 dated August 9, 2021, approved an amendment to the Intergovernmental Agreement ("IGA"), TAP M086-082 between the City of Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Northern Avenue Streetscape/Trail Phase III Project.

Ordinance 10121 dated February 28, 2022, approved Amendment #2 to the Intergovernmental Agreement ("IGA"), TAP M086-082 between the City of Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Northern Avenue Streetscape/Trail Phase III Project.

Ordinance 10308 dated October 24, 2022, approved a 3rd Amendment and Restatement of an Intergovernmental Agreement between Pueblo and CDOT relating to the Northern Avenue Trail Phase III Project, and budgeted and appropriated funds totaling \$693,494 for the project.

BACKGROUND:

This Ordinance approves a Memorandum of Agreement and easement agreement between the State of Colorado, acting by and through the Colorado State Fair Authority and the City of Pueblo for a permanent easement at the northeast corner of Mesa Avenue and Prairie Avenue. The purpose of the easement is for the reconstruction and maintenance of the handicap ramp and improvements.

The improvements at this location are part of a project for which the City received a Transportation Alternatives Program grant and a Multi-Modal Transportation Options Fund grant from the Colorado Department of Transportation. The purpose of these grants were for the design and construction of a trail and curb ramp improvements on Northern Avenue between Cambridge Ave and Prairie Ave, and sidewalk and curb ramp improvements on Prairie Avenue between Northern Avenue and the State Fair Grounds entrance. Traffic signal improvements at the intersections of Northern Ave and Prairie Ave, and Mesa Ave and Prairie Ave were also included.

FINANCIAL IMPLICATIONS:

Funding, in the amount of \$930.00, will be paid to the State of Colorado, from Project Account PL2003, Northern Ave. Streetscape Trail Prj.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

Not applicable

ALTERNATIVES:

Denial of this agreement will result in the City not being able to complete the necessary work within the Colorado State Fair property.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. PE-4 Memo of Agreement
2. PE-4 Easement Agreement
3. PE-4 Easement Exhibit

ORDINANCE NO.

AN ORDINANCE APPROVING A MEMORANDUM OF AGREEMENT AND EASEMENT AGREEMENT BY AND BETWEEN THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO STATE FAIR AUTHORITY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO RECONSTRUCTION AND MAINTENANCE OF THE ADA RAMP AND IMPROVEMENTS AT MESA AVENUE AND PRAIRIE AVENUE AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

SECTION 1.

The Memorandum of Agreement and related Easement Agreement ("Agreements") between and Pueblo, a Municipal Corporation and the State of Colorado, acting by and through the Colorado State Fair Authority, copies of which are 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 Agreements for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

Funds for the Agreements shall be paid from Project Account PL2003, Northern Ave. Streetscape Trail Prj.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreements to implement the policies and procedures described therein. The City Clerk is directed to cause the Easement Agreement to be recorded in the office of the Pueblo County Clerk and Recorder in accordance with the terms of the Memorandum of Agreement.

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

**COLORADO DEPARTMENT OF
TRANSPORTATION
MEMORANDUM OF
AGREEMENT**
(Local Public Agency)

Project Code: 22971

Parcel No: PE-4

Project No: TAP M086-082

Location: Northern Avenue Trail Phase 3

County: Pueblo

This memorandum of agreement made on (date) 7/9, 2024 is by and between the **CITY OF PUEBLO** (GRANTEE) for the acquisition of a permanent easement on the parcel(s) listed above from the

Owner(s) **The State of Colorado, acting by and through the Colorado State Fair Authority** (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 easements, improvements, and damages of any kind.

Land (described in attached exhibits)	Sq.ft ☐ /acres ☐	\$
Permanent and Slope: PE-4	258 Sq.ft ☒ /acres ☐	\$ 928.80
Temporary Easements (described in attached exhibits)	Sq.ft ☐ /acres ☐	\$
Improvements:		\$
Damages		\$
	Gross Total	\$ 928.80
	Less Credit	\$
	Net Total	\$ 930.00 (rounded)

Other conditions:

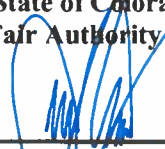
The GRANTOR:

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year, where applicable;
- 2) Has entered into this agreement for the benefit of the general public and because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 3) Be responsible for securing releases from all liens, judgments and 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 other source;
- 4) Will execute and deliver to GRANTEE those documents indicated below;
- 5) 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. ; and
- 6) 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.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 3) Will take possession and use of the parcel(s) for a permanent easement 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 the permanent easement 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
- 4) 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 Temporary Easment | |

Order Warrant \$930.00	Payable to: State of Colorado, acting by and through the Colorado State Fair Authority
Real Estate Specialist 	GRANTOR (signature) Attach form W-9 State of Colorado, acting by and through the Colorado State Fair Authority  By: <u>Scott Staller</u>
Local Public Agency Approval City of Pueblo by:	GRANTOR (signature) Attach form W-9

cc: LPA Services (original)
 Property Owner
 CDOT Region Right-of-Way Office

EASEMENT AGREEMENT

The printed portions of this form, except bold additions, have been reviewed by the State of Colorado, Attorney General.
All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS EASEMENT AGREEMENT is made and entered into this _____ day of _____, 2024 by and between the STATE OF COLORADO, acting by and through the **Colorado State Fair Authority**, whose address is **1001 Beulah Avenue, Pueblo, Colorado, 81004** (hereinafter, the "Grantor"), and **City of Pueblo, A Municipal Corporation** whose address is **1 City Hall Place, Pueblo, Colorado 81003 of the City and County of Pueblo and State of Colorado** (hereinafter, the "Grantee").

WITNESSETH:

That, for and in consideration of a one-time payment of **NINE HUNDRED THIRTY and 00/100 (\$930.00)** and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and the keeping and the performance of the covenants and agreements hereinafter expressed, Grantor grants to Grantee a **nonexclusive, permanent easement** upon the following property (hereinafter, the "Property") located in the County of **PUEBLO**, State of Colorado, to wit:

SEE ATTACHED EXHIBIT 'A' regarding Parcel Number: PE-4

TO HAVE AND TO HOLD, subject to the covenants and agreements hereinafter expressed, for the purpose of using the Property for **reconstruction and maintenance of the ADA (Americans with Disabilities Act) ramp and improvements.**

GRANTOR AND GRANTEE MUTUALLY EXPRESSLY COVENANT AND AGREE:

1. If at any time during the term of this Easement Agreement, Grantee does not for a period of 366 consecutive days make use of this easement for the purpose aforesaid, Grantor may in his sole discretion immediately declare such easement abandoned and shall so notify Grantee by certified mail with return receipt requested. In the event of such abandonment the consideration shall be forfeited.
2. This grant of easement is subject to any and all previously granted easements, rights-of-way, licenses and conveyances, recorded or unrecorded. It is Grantee's sole responsibility to determine the existence of any rights, uses or installations conflicting with Grantee's use of the Property hereunder. Grantee agrees to not interfere with any use in the easement area by any other party under a previous grant. Grantee understands and agrees that Grantor makes no representations concerning ownership of nor warrants title to any of the Property. To the extent that this grant of easement may encroach on lands not owned or controlled by Grantor, Grantee assumes all responsibility for any such encroachment.
3. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the Property.
4. If this easement is granted pursuant to §24-82-201, C.R.S., as amended, this Easement Agreement shall not be deemed valid unless and until approved by the officials and officers of the State of Colorado as required by §24-82-202, C.R.S., as amended, or such assistants as they may designate. Signature by the Grantor shall be deemed to be verification of approval of the commission or board, if any, of the institution, department or agency across the premises of which this easement is hereby granted.

5. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall apply to and run with the land unless otherwise specifically noted.
6. The signatories aver that they are familiar with §18-8-301, et. seq., C.R.S. (Bribery and Corrupt Influences) and §18-8-401, et. seq., C.R.S. (Abuse of Public Office), and that no violation of such provisions is present.
7. Grantor and Grantee agree that this Easement Agreement including all exhibits, supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth herein with respect to the use of the Property by Grantee. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent amendment hereto shall have any force or effect unless embodied in a written agreement executed and approved by the officials and officers of the State of Colorado as required by the Colorado Revised Statutes, as amended, or such assistants as they may designate.
8. Grantee shall be responsible for recording this Easement Agreement with the Clerk and Recorder's Office in the county or counties in which the Property is located. Grantee shall provide Grantor with a conformed copy of the recorded easement.
9. Any notice required or permitted by this Easement Agreement may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Grantor:
State of Colorado
Colorado State Fair Authority
1001 Beulah Avenue
Pueblo, Colorado 81004

Grantee:
City of Pueblo, A Municipal Corporation
1 City Hall Place
Pueblo, CO 81003

Cc: Real Estate Programs
Attn: Real Estate Specialist
1525 Sherman Street, Suite 112
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

10. Grantor reserves all rights to any and all metallic and non-metallic minerals, ores and metals of any kind and character, including but not limited to coal, asphaltum, oil and gas in or under said easement.
11. If any part of this Easement Agreement is found, decreed or held to be void or unenforceable, the remainder of the provisions of this Easement Agreement shall not be affected thereby and shall remain in full force and effect.
12. This Easement Agreement shall be governed by the laws of the State of Colorado.
13. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of either party, its departments, institutions, agencies, enterprises, boards, officials, and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., and §24-30-1501, et seq., C.R.S. Any provision of this Easement Agreement, whether or not incorporated herein by reference, shall be

controlled, limited and otherwise modified so as to limit any liability of the Grantor and the Grantee to the above cited laws.

GRANTOR EXPRESSLY COVENANTS:

1. Grantee and Grantee's agents, assigns and successors shall have access at all times, subject to Grantor's security policies and procedures, to the Property for the purposes set forth herein.

GRANTEE EXPRESSLY COVENANTS:

1. Grantor shall have, during the continuance of this easement, the right to dispose of the Property and to use the Property for other purposes provided such use does not materially interfere with the easement granted herein. In the event Grantor shall, in the future, wish to grant additional easements or rights-of-way which encroach upon the easement granted herein, Grantee expressly agrees and covenants it will consent to share the Property, provided the proposed additional easements or rights-of-way do not materially interfere with the purposes for which this easement is granted.
2. In the event of termination, Grantee, at its expense, shall, upon written request by Grantor, remove all improvements constructed by Grantee from the Property within ninety (90) days of termination and restore the Property as nearly as is practicable to the condition of the land existing immediately prior to Grantee's first use. In the event that Grantee does not remove the improvements within such 90-day period, **Grantor shall have the option to either 1) remove the improvements and restore the Property to its prior condition and bill the Grantee for the cost of removal and restoration, or 2) consider** such improvements abandoned and **the improvements** shall become the property of Grantor. Except as otherwise provided herein, termination of this Easement Agreement shall be by operation of law. If this Easement Agreement is so terminated, consideration paid shall be forfeited.
3. Grantee may not use this grant of easement for any purpose other than that which is specifically described herein. If the Property is used by Grantee for any purpose other than stated herein, the easement is automatically terminated, and all of the right, title and interest of Grantee (and Grantee's successors or assigns) in and to the Property become null and void, and the Property shall absolutely revert to and revest in Grantor as fully and completely as if this instrument had not been executed, without the necessity for suit or re-entry and Grantee shall remove improvements as provided above. No act or omission on the part of any beneficiary of this paragraph shall be a waiver of the operation or enforcement of the paragraph.
4. Grantee agrees to comply with all rules, regulations and policies authoritatively promulgated pertaining to the use of the Property.
5. Grantee agrees to indemnify, defend and hold harmless the Grantor against all liability, loss and expense and against all claims and actions based upon or arising out of injury or death to persons or damage to property, caused by any acts or omissions of Grantee, its successors, assigns, agents or contractors or arising out of Grantee's use of the Property. In the event that Grantee contracts for any work to be performed on the Property, Grantee shall require its contractors and subcontractors to indemnify, defend and hold harmless Grantor, its employees and agents from any and all claims, damages and liabilities whatsoever for injury or death to persons or damage to property arising from the contractors' and/or subcontractors' actions or inactions. All contractors and subcontractors shall be required to abide by and follow the provisions of this easement.
6. Grantee agrees that all excavations or other temporary removal of soil as required for Grantee's use of the Property for the purposes set forth herein shall be properly replaced, and Grantee shall seed, restore and revegetate the surface to substantially its condition existing prior to the disturbance as reasonably possible. Grantee shall be responsible at all times for the immediate repair or replacement of, or reimbursement for any damage to the Property due to Grantee's use of the Property for the purposes set forth herein. Routes of ingress and egress for construction or

for maintenance are to be limited to the minimum necessary locations, and all work areas created must be obliterated, protected against erosion, and restored to the former condition of the land, as nearly as possible by Grantee. Grantor shall determine, in its sole discretion, whether Grantee's restoration complies with this paragraph. In the event Grantee fails to perform the restorative or re-vegetative work required by this paragraph to the sole satisfaction of Grantor, and after thirty (30) days prior written notice specifying with particularity the failure and indicating the remedial steps needed to cure same, Grantor shall be allowed to perform said work, and Grantee shall pay within thirty (30) days all direct and indirect costs incurred by Grantor for restorative or re-vegetative work including, but not limited to, regrading, filling, revegetation, erosion control, and replacing of soil.

7. The easement granted herein is subject to the condition that the Grantee shall properly obtain and maintain all necessary permits or approvals required by Federal, State and local laws, regulations and ordinances. Grantee shall comply with all applicable laws and ordinances (and all rules, regulations and requirements of any governmental authority promulgated thereunder) controlling environmental standards and conditions of Grantee's use of the Property. If any such law, ordinance, rule, regulation or requirement is violated as a result of Grantee's use of the Property and/or its operations on the Property, Grantee shall protect, defend, indemnify and hold harmless Grantor from and against any penalties, fines, costs and expenses including legal fees and court costs incurred by Grantor.
8. Grantee shall provide Grantor with as-built drawings showing the location of any improvements constructed on the Property (including location and depth of any improvements located underground) within thirty (30) days after completion of construction of such improvements.

ADDITIONAL PROVISIONS:

1. **Grantee agrees to notify and coordinate with the Grantor in advance on all planned construction, repair and maintenance activities regarding its improvements in the easement area as to the nature, scheduling, and duration of the work to avoid conflicts with scheduled Grantor events, activities and projects. Routine or mandated activities on Grantee's improvements within the easement area such as, for example line locates, will not require prior notification and coordination with Grantor, provided however Grantee will make reasonable efforts to notify Grantor when working on the Property. Grantor will provide the Grantee with an electronic email address or addresses for such notifications.**

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

GRANTOR:
STATE OF COLORADO
Jared Polis, Governor
Acting by and through the
Colorado State Fair Authority

By: 
Scott Stoller, General Manager

APPROVED:

STATE OF COLORADO
Department Of Personnel & Administration
Real Estate Programs

By: _____
For the Executive Director Date

APPROVED:

STATE OF COLORADO
Philip J. Weiser, Attorney General

By: _____
Assistant Attorney General

Date: _____

GRANTEE:
City of Pueblo, a municipal corporation

By: _____

Title: _____

(If Corporation)
Attest (Seal)

By: _____
Secretary

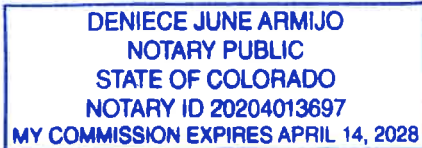
STATE OF COLORADO

)
) ss.
)

COUNTY OF PUEBLO

The foregoing instrument was acknowledged before me this 28 day of June, 2024, by Scott Stoller, on behalf of the State of Colorado, Grantor. Witness my hand and official seal.

My commission expires April 14, 2028



Deniece June Armijo
Notary Public

STATE OF COLORADO

)
) ss.
)

COUNTY OF PUEBLO

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ on behalf of the **City of Pueblo**, Grantee. Witness my hand and official seal.

My commission expires _____.

Notary Public

EXHIBIT "A"
PARCEL NUMBER: PE-4
PROJECT CODE: 22971
PROJECT NUMBER: TAP M086-082
DATE: January 17, 2024
DESCRIPTION

A tract or parcel of land No. PE-4 of the County of Pueblo, State of Colorado, Project Code 22971, Project No. TAP M086-082, containing 0.006 acres, more or less, in the southwest one-quarter (SW1/4) of Section 2, Township 21 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, State of Colorado, also being a part of Block 12, Smith's Mesa Addition, Pueblo County Records, said tract or parcel being more particularly described as follows:

COMMENCING at a City of Pueblo Monument, a concrete monument with a lead plug in concrete in a range box located at the intersection of the west line of South Prairie Avenue and the centerline of Tulane Street; Thence South 03°51'40" East, a distance of 1375.26 feet to the southwest corner of said Block 12, also being the **TRUE POINT OF BEGINNING**;

1. Thence North 01°05'32" West, along the west line of said Block 12, a distance of 16.33 feet;
2. Thence North 88°54'28" East, a distance of 15.78 feet;
3. Thence South 01°05'32" East, a distance of 16.33 feet to the south line of Block 12;
4. Thence South 88°54'28" West, along said south line, a distance of 15.78 feet to the **TRUE POINT OF BEGINNING**.

The above described parcel contains 258 sq. ft. or 0.006 acres, more or less.

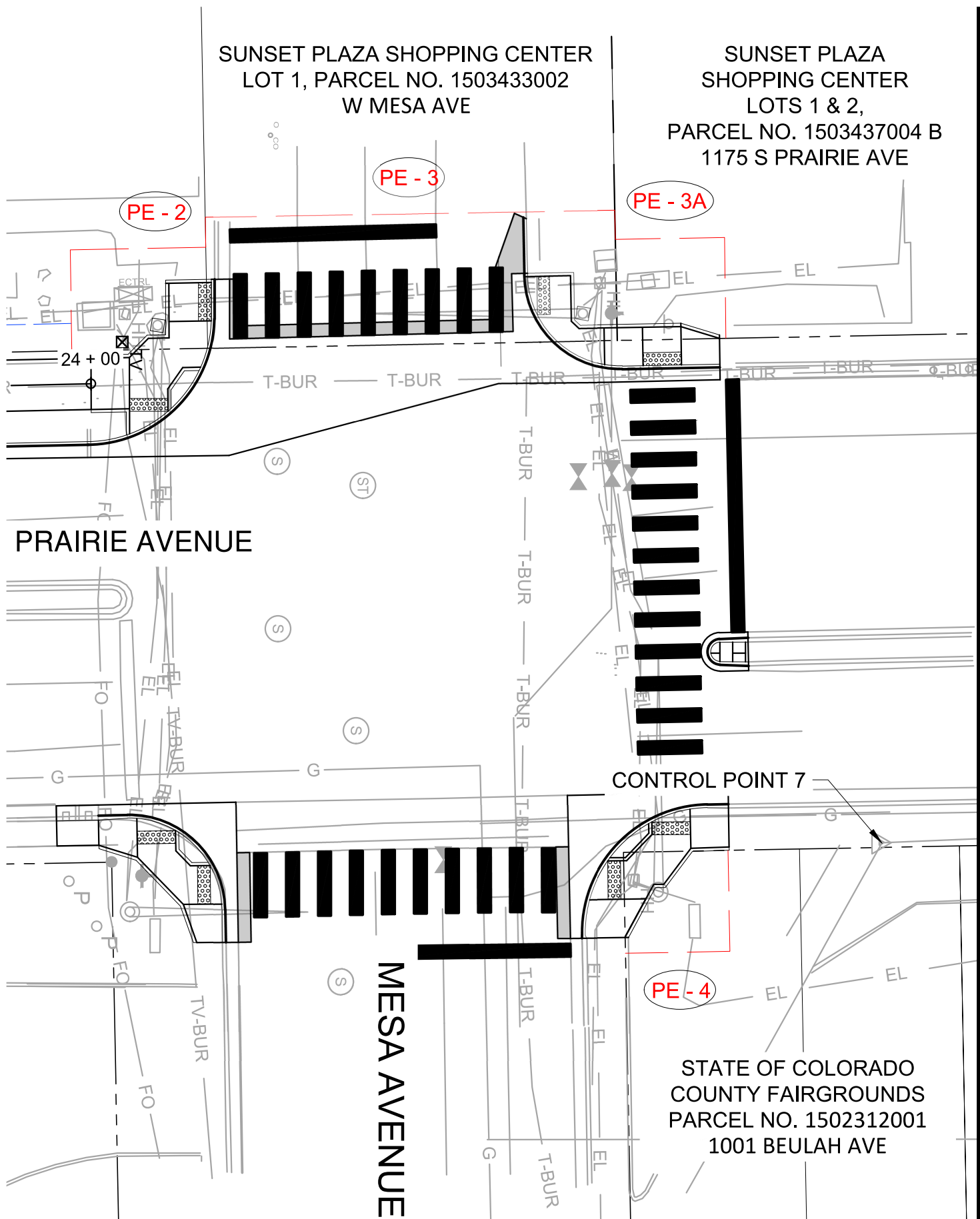
The purpose of the above described Permanent Easement is for street, sidewalk, utility, construction, traffic control, and maintenance.

Basis of Bearings: All bearings are based on a line between a City of Pueblo Monument at the intersection of the west line of South Prairie Avenue and the centerline of Tulane Street and the point of curve in the centerline of Tulane Street east of Oxford Street (both lead plugs in concrete in a range box) bearing South 88°52'44" West, a distance of 1032.68 feet.

This legal description is not to be construed as representing a monumented land survey.



For and on the Behalf of the City of Pueblo
Scott J. Klinker, PLS 38377
2000 South Colorado Blvd, Suite 6000
Denver, CO 80222



SUNSET PLAZA SHOPPING CENTER
LOT 1, PARCEL NO. 1503433002
W MESA AVE

SUNSET PLAZA SHOPPING CENTER
LOTS 1 & 2,
PARCEL NO. 1503437004 B
1175 S PRAIRIE AVE

PRAIRIE AVENUE

MESA AVENUE

CONTROL POINT 7

STATE OF COLORADO
COUNTY FAIRGROUNDS
PARCEL NO. 1502312001
1001 BEULAH AVE



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 22, 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 MECHANIC STREET AND RICHMOND AVENUE AND PORTIONS OF A 20-FOOT ALLEY IN THE CENTRAL PUEBLO SUBDIVISION GENERALLY LOCATED WEST OF SANTA FE DRIVE AND AT THE INTERSECTION OF MECHANIC STREET AND RICHMOND AVENUE

SUMMARY:

The City is requesting to vacate a portion of Mechanic Street (12,536 square feet) in the Central Pueblo and Hobsons Amended Subdivision, and Richmond Avenue (8,080 square feet) and portions of a 20-foot alley in the Central Pueblo Subdivision (5,826 square feet) for the purposes of expanding the Historic Arkansas Riverwalk Project, facilitating a new subdivision and the construction of a new boathouse.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to resubdivide (S-23-06) portions of the Central Pueblo, Moore's Subdivision, and Hobson's Subdivision Amended into a two lot, 3-acre subdivision for the purpose of expanding the Riverwalk development.

BACKGROUND:

The applicant is requesting the vacation of three distinct sections of right of way: (1) a 12,546 square foot section of Mechanic Street in the Central Pueblo and Hobson's Amended Subdivision; (2) a 8,080 square foot section of Richmond Avenue in the Central Pueblo Subdivision; and (3), a portion of the twenty-foot (20') alley in the Plan of Central Pueblo Subdivision. The purpose of the three vacations is to allow the City to assemble the land into a two-lot subdivision for the expansion of the Riverwalk, the construction of a new boathouse and a site for future development. The new boathouse site plan was approved by the Planning and Zoning Commission with case GU-23-04 and the land was rezoned from I-1 and I-3 to S-1 and approved by City Council in 2023 with case Z-23-05.

Vacation Area One: Mechanic Street

This application will vacate the forty (40') foot wide southeasterly half of Mechanic Street, the northwesterly half was vacated previously, Reception No. 2135298. The complete width of Mechanic Street will be vacated adjacent to lots 1-6, Block 2, Central Pueblo Subdivision and Lot 1, Block 1, Moore's Subdivision or about 10,885 square feet. The northern portion of Mechanic Street, adjacent to Santa Fe Avenue will remain as public right of way to provide access to the loading zone for the Pueblo Convention Center. The vacated portion of Mechanic Street will be reserved as a public utility easement and the reservation will be terminated upon removal of said utilities.

Vacation Area Two: Richmond Avenue

A northwesterly to southwesterly forty (40') foot wide, 8,080 square foot portion of Mechanic Avenue will be vacated. This segment is currently the end of the Riverwalks Chanel. The vacated portion of Richmond Avenue will be reserved as a sanitary sewer and public utility easement, the reservation will be terminated upon relocation of the utilities.

Vacation Area Three: 20' Alley

A 5,826 square foot segment of the twenty (20') foot alley that runs northeast to southwest from Richmond Avenue to the location of the current HARP Offices will be vacated. This area is currently an area that runs between the HARP Office and parking lot and the City transit facility. The vacated portion of the 20' alley will be reserved as a sanitary sewer and public utility easement and the reservation will be terminated upon removal of said utilities.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 13, 2024, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, the right-of-way will remain as currently dedicated which will impede the expansion of the Historic Arkansas Riverwalk Project.

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-23-04 Combined Attachments

ORDINANCE NO.

AN ORDINANCE VACATING A PORTION OF MECHANIC STREET AND RICHMOND AVENUE AND PORTIONS OF A 20-FOOT ALLEY IN THE CENTRAL PUEBLO SUBDIVISION GENERALLY LOCATED WEST OF SANTA FE DRIVE AND AT THE INTERSECTION OF MECHANIC STREET AND RICHMOND AVENUE

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

SECTION 1.

The following described portion of street right of way:

A PORTION OF MECHANIC STREET, A PORTION OF RICHMOND AVENUE AND A PORTION OF A 20 FOOT ALLEY, CENTRAL PUEBLO, BEING A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE CENTER LINE OF RICHMOND AVENUE BEING MONUMENTED AT THE SOUTHEASTERLY END SOUTHEASTERLY END BY A BRASS TACK AND THE NORTHWESTERLY END BEING THE INTERSECTION OF RICHMOND AVENUE AND CENTRAL MAIN STREET BY A ALUMINUM CAP AND THE ASSUMED TO BEAR N46°04'51"W A DISTANCE OF 750.40 FEET.

RIGHT-OF-WAY VACATION - MECHANIC STREET

COMMENCING AT THE NORTHEAST CORNER OF PARCEL A, REARRANGEMENT OF PROPERTY BOUNDARIES RPB-19-04, RECORDED UNDER RECEPTION NUMBER 2137387 RECORDS OF PUEBLO COUNTY, COLORADO; THENCE N46°04'51"W ON THE NORTHERLY LINE OF SAID PARCEL A, REARRANGEMENT OF PROPERTIES ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF RICHMOND AVENUE A DISTANCE OF 139.76 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MECHANIC STREET; THENCE N43°52'58"E ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 331.80 FEET TO THE POINT OF BEGINNING; THENCE N88°43'03"W A DISTANCE OF 54.34 FEET TO THE NORTHEASTERLY POINT OF THE STREET VACATION OF MECHANIC STREET AS RECORDED UNDER RECEPTION NUMBER 2135298 RECORDS OF PUEBLO COUNTY; THENCE N46°04'51"W ON THE NORTHERLY LINE OF SAID STREET VACATION A DISTANCE OF 40.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID MECHANIC STREET; THENCE N43°52'58"E ON SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 140.07 FEET; THENCE S53°28'52"E A DISTANCE OF 80.67 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID MECHANIC STREET; THENCE S43°52'58"W ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 113.65 FEET TO THE POINT OF BEGINNING..

CONTAINING A CALCULATED AREA OF 10,885 SQUARE FEET OR 0.250 ACRES MORE OR LESS.

A PORTION OF MECHANIC STREET, A PORTION OF RICHMOND AVENUE AND A PORTION OF A 20 FOOT ALLEY, CENTRAL PUEBLO, BEING A PORTION OF THE WEST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE CENTER LINE OF RICHMOND AVENUE BEING MONUMENTED AT THE SOUTHEASTERLY END SOUTHEASTERLY END BY A BRASS TACK AND THE NORTHWESTERLY END BEING THE INTERSECTION OF RICHMOND AVENUE AND CENTRAL MAIN STREET BY A ALUMINUM CAP AND THE ASSUMED TO BEAR N46°04'51"W A DISTANCE OF 750.40 FEET.

RIGHT-OF-WAY VACATION - MECHANIC STREET

COMMENCING AT THE NORTHEAST CORNER OF PARCEL A, REARRANGEMENT OF PROPERTY BOUNDARIES RPB-19-04, RECORDED UNDER RECEPTION NUMBER 2137387 RECORDS OF PUEBLO COUNTY, COLORADO; THENCE N46°04'51"W ON THE NORTHERLY LINE OF SAID PARCEL A, REARRANGEMENT OF PROPERTIES ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF RICHMOND AVENUE A DISTANCE OF 139.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N46°04'51"W ON SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 40.00 FEET TO THE SOUTHEASTERLY CORNER OF THE STREET VACATION OF MECHANIC STREET AS RECORDED UNDER RECEPTION NUMBER 2135298 OF SAID RECORDS, SAID POINT BEING THE CENTER LINE OF MECHANIC STREET; THENCE N43°52'58"E ON THE EASTERLY LINE OF SAID STREET VACATION A DISTANCE OF 295.00 FEET; THENCE S88°43'03"E, A DISTANCE OF 54.34 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MECHANIC STREET; THENCE S43°52'58"W ON SAID RIGHT-OF-WAY LINE A DISTANCE OF 331.81 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 12,536 SQUARE FEET OR 0.288 ACRES MORE OR LESS.

RIGHT-OF-WAY VACATION -RICHMOND AVENUE

COMMENCING AT THE NORTHEAST CORNER OF PARCEL A, REARRANGEMENT OF PROPERTY BOUNDARIES RPB-19-04, RECORDED UNDER RECEPTION NUMBER 2137387 RECORDS OF PUEBLO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING; THENCE N46°04'51"W ON THE NORTHERLY LINE OF SAID PARCEL A, REARRANGEMENT OF PROPERTIES ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF RICHMOND AVENUE A DISTANCE OF 139.76 FEET ; THENCE N43°52'58"E A DISTANCE OF 40.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RICHMOND AVENUE; THENCE S46°04'51"E ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RICHMOND AVENUE A DISTANCE OF 201.99 FEET; THENCE S43°55'09"W A DISTANCE OF 40.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RICHMOND AVENUE; THENCE N46°04'51"W A DISTANCE OF 42.21 FEET; THENCE N46°04'51"W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 8,080 SQUARE FEET OR 0.185 ACRES MORE OR LESS.

RIGHT-OF-WAY VACATION -20 FOOT ALLEY

COMMENCING AT THE NORTHEAST CORNER OF PARCEL A, REARRANGEMENT OF PROPERTY BOUNDARIES RPB-19-04, RECORDED UNDER RECEPTION NUMBER 2137387 RECORDS OF PUEBLO COUNTY, COLORADO AND THE NORTHWEST CORNER OF THE 20 FOOT ALLEY IN BLOCK 3 CENTRAL PUEBLO, SAID POINT BEING THE POINT OF BEGINNING; THENCE S46°04'51"E ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RICHMOND AVENUE A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF

SAID ALLEY; THENCE S43°55'09"W ON THE EASTERLY BOUNDARY LINE OF SAID ALLEY A DISTANCE OF 291.30 FEET; THENCE N46°04'51"W A DISTANCE OF 20.00 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID ALLEY; THENCE N43°55'09"E ON SAID WESTERLY LINE A DISTANCE OF 291.30 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 5,826 SQUARE FEET OR 0.134 ACRES MORE OR LESS

is hereby vacated.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

CENTRAL PUEBLO RIGHT-OF-WAY VACATION

A PORTION OF MECHANIC STREET, A PORTION OF RICHMOND AVENUE AND A PORTION OF A 20 FOOT ALLEY, CENTRAL PUEBLO, BEING A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

LEGAL DESCRIPTION:

A PORTION OF MECHANIC STREET, A PORTION OF RICHMOND AVENUE AND A PORTION OF A 20 FOOT ALLEY, CENTRAL PUEBLO, BEING A PORTION OF THE WEST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE CENTER LINE OF RICHMOND AVENUE BEING MONUMENTED AT THE SOUTHEASTERLY END SOUTHEASTERLY END BY A BRASS TACK AND THE NORTHWESTERLY END BEING THE INTERSECTION OF RICHMOND AVENUE AND CENTRAL MAIN STREET BY A ALUMINUM CAP AND THE ASSUMED TO BEAR N46°04'51"W A DISTANCE OF 750.40 FEET.

RIGHT-OF-WAY VACATION - MECHANIC STREET

COMMENCING AT THE NORTHEAST CORNER OF REARRANGEMENT OF PROPERTY BOUNDARIES RPB-19-04, RECORDED UNDER RECEPTION NUMBER 2137387 RECORDS OF PUEBLO COUNTY, COLORADO; THENCE N46°04'51"W ON THE NORTHERLY LINE OF SAID REARRANGEMENT OF PROPERTIES ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF RICHMOND AVENUE A DISTANCE OF 139.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N46°04'51"W ON SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 40.00 FEET TO THE SOUTHEASTERLY CORNER OF THE STREET VACATION OF MECHANIC STREET AS RECORDED UNDER RECEPTION NUMBER 2135298 OF SAID RECORDS, SAID POINT BEING THE CENTER LINE OF MECHANIC STREET; THENCE N43°52'58"E ON THE EASTERLY LINE OF SAID STREET VACATION A DISTANCE OF 295.00 FEET; THENCE 88°43'03"E A DISTANCE OF 54.34 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MECHANIC STREET; THENCE S43°52'58"E ON SAID RIGHT-OF-WAY LINE A DISTANCE OF 331.81 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 12,536 SQUARE FEET OR 0.288 ACRES MORE OR LESS.

RIGHT-OF-WAY VACATION - RICHMOND AVENUE

COMMENCING AT THE NORTHEAST CORNER OF REARRANGEMENT OF PROPERTY BOUNDARIES RPB-19-04, RECORDED UNDER RECEPTION NUMBER 2137387 RECORDS OF PUEBLO COUNTY, COLORADO; THENCE N46°04'51"W ON THE NORTHERLY LINE OF SAID REARRANGEMENT OF PROPERTIES ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF RICHMOND AVENUE SAID POINT BEING THE POINT OF BEGINNING; THENCE N46°04'51"W ON SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 139.76 FEET; THENCE N43°52'58"E A DISTANCE OF 40.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RICHMOND AVENUE; THENCE S46°04'51"E A DISTANCE OF 201.99 FEET; THENCE S43°55'09"W A DISTANCE OF 40.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RICHMOND AVENUE; THENCE N46°04'51"W A DISTANCE OF 42.21 FEET; THENCE N46°04'51"W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 8,080 SQUARE FEET OR 0.185 ACRES MORE OR LESS.

RIGHT-OF-WAY VACATION -20 FOOT ALLEY

COMMENCING AT THE NORTHEAST CORNER OF REARRANGEMENT OF PROPERTY BOUNDARIES RPB-19-04, RECORDED UNDER RECEPTION NUMBER 2137387 RECORDS OF PUEBLO COUNTY, COLORADO; AND THE WESTERLY BOUNDARY LINE OF THE 20 FOOT ALLEY IN BLOCK 3 CENTRAL PUEBLO; THENCE S43°55'09"W ON THE EASTERLY BOUNDARY LINE OF SAID REARRANGEMENT OF PROPERTY BOUNDARIES AND SAID 20 FOOT ALLEY A DISTANCE OF 291.30 FEET; THENCE S46°04'51"E A DISTANCE OF 20.00 FEET TO THE EASTERLY BOUNDARY OF SAID ALLEY; THENCE N43°55'09" ON THE EASTERLY BOUNDARY LINE OF SAID ALLEY A DISTANCE OF 291.30 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RICHMOND AVENUE; THENCE N46°04'51"W ON SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 5,826 SQUARE FEET OR 0.134 ACRES MORE OR LESS

PURPOSE:

REDEVELOPMENT

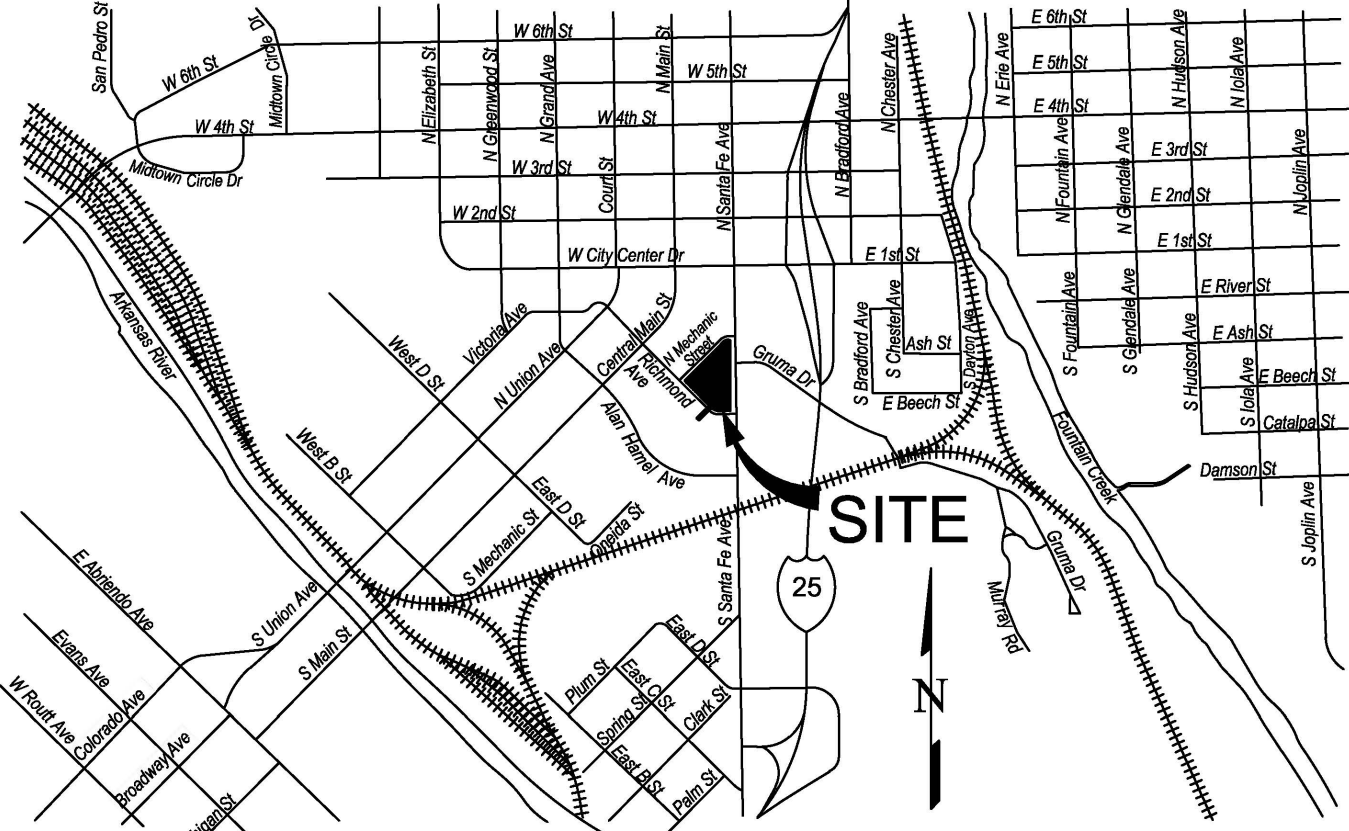
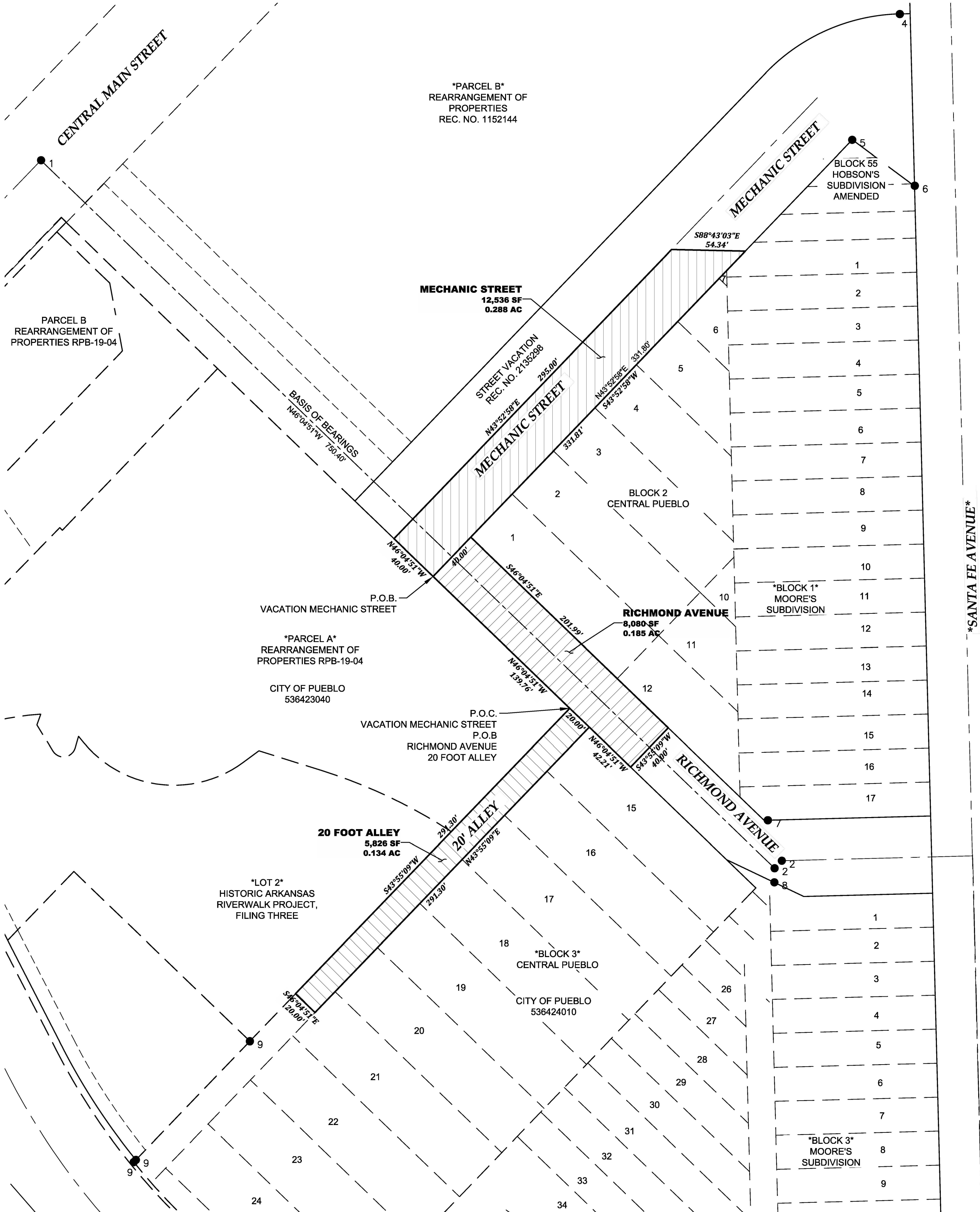
RESERVATIONS:

MECHANIC STREET THE RIGHT-OF-WAY TO BE VACATED IS RESERVED AS A PUBLIC UTILITY EASEMENT TO MAINTAIN THE EXISTING PUBLIC UTILITIES LOCATED IN SAID RIGHT-OF-WAY. THE RESERVATION WILL BE TERMINATED UPON REMOVAL OF SAID UTILITIES.

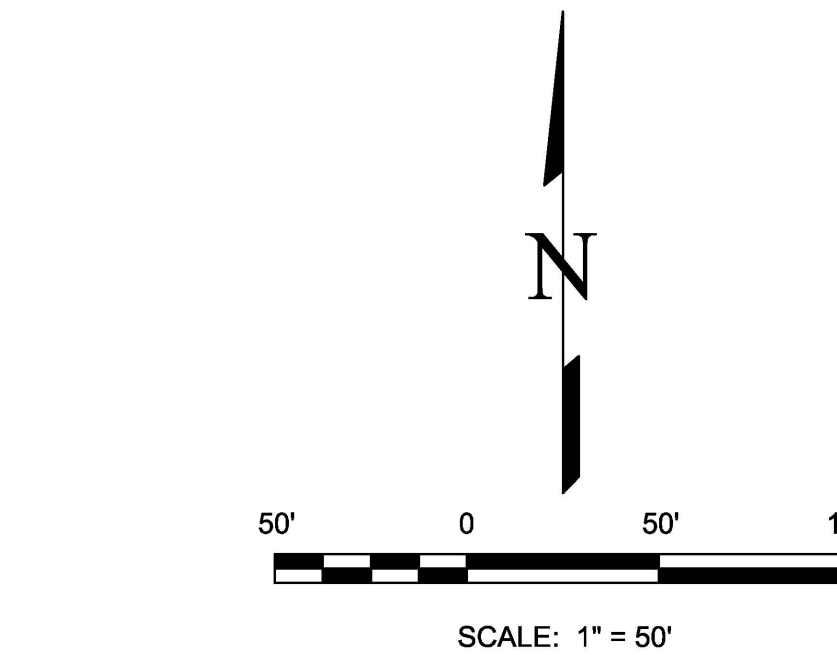
RICHMOND AVENUE THE RIGHT-OF-WAY TO VACATED IS RESERVED AS A SANITARY SEWER AND PUBLIC UTILITY EASEMENT TO MAINTAIN THE EXISTING PUBLIC UTILITIES LOCATED IN SAID RIGHT-OF-WAY. THE RESERVATION WILL BE TERMINATED UPON REMOVAL OF SAID UTILITIES.

20 FOOT ALLEY THE RIGHT-OF-WAY OF THE 20 FOOT ALLEY IS RESERVED AS A SANITARY SEWER AND PUBLIC UTILITY EASEMENT TO MAINTAIN THE EXISTING SANITARY SEWER AND PUBLIC UTILITIES LOCATED IN SAID RIGHT-OF-WAY. THE RESERVATION WILL BE TERMINATED UPON REMOVAL OF SAID UTILITIES.

ALL OF THE STREETS, EASEMENTS FOR DRAINAGE, DETENTION, SANITARY, STORMWATER, TRAIL AND ALL PUBLIC UTILITIES, SHOWN HEREON, ARE HERBY DEDICATED TO THE CITY FOR PERPETUAL USE OF THE PUBLIC. WITH RESPECT TO ALL EASEMENTS FOR CITY UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S)



VICINITY MAP
NOT TO SCALE



LEGEND:

- AREA NOT INCLUDED IN THIS SURVEY

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, DO HEREBY STATE THAT THIS VACATION PLAT HAS BEEN PREPARED UNDER MY RESPONSIBLE CHARGE IN OF TO NORMAL STANDARDS OF CARE OF A PROFESSIONAL LAND SURVEYOR PRACTICING IN THE STATE OF COLORADO, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THIS STATEMENT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

ORDINANCE NO: _____
PLAT FILED FOR RECORD: _____
ORDINANCE RECEPTION NO: _____
PLAT RECEPTION NO: _____

NO.	REVISIONS	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247



**CENTRAL PUEBLO
RIGHT-OF-WAY VACATION**
BEING A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 50'
JOB NO.	2399-00
DATE CREATED	2/20/2023
DATE ISSUED	DRAFT
SHEET NO	1 OF 1

HOBSON'S SUBDIVISION AMENDED RIGHT-OF-WAY VACATION

A PORTION OF MECHANIC STREET, HOBSON'S SUBDIVISION AMENDED

BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST,

OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

LEGAL DESCRIPTION:

A PORTION OF MECHANIC STREET, A PORTION OF RICHMOND AVENUE AND A PORTION OF A 20 FOOT ALLEY, CENTRAL PUEBLO, BEING A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE CENTER LINE OF RICHMOND AVENUE BEING MONUMENTED AT THE SOUTHEASTERLY END SOUTHEASTERLY END BY A BRASS TACK AND THE NORTHWESTERLY END BEING THE INTERSECTION OF RICHMOND AVENUE AND CENTRAL MAIN STREET BY A ALUMINUM CAP AND THE ASSUMED TO BEAR N46°04'51"W A DISTANCE OF 750.40 FEET.

RIGHT-OF-WAY VACATION - MECHANIC STREET

COMMENCING AT THE NORTHEAST CORNER OF REARRANGEMENT OF PROPERTY BOUNDARIES RPB-19-04, RECORDED UNDER RECEPTION NUMBER 2137387 RECORDS OF PUEBLO COUNTY, COLORADO; THENCE N46°04'51"W ON THE NORTHERLY LINE OF SAID REARRANGEMENT OF PROPERTIES ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF RICHMOND AVENUE A DISTANCE OF 139.76 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MECHANIC STREET; THENCE N43°52'58"E ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 331.80 FEET TO THE POINT OF BEGINNING; THENCE N88°43'03"W A DISTANCE OF 54.34 FEET TO THE NORTHEASTERLY POINT OF THE STREET VACATION OF MECHANIC STREET AS RECORDED UNDER RECEPTION NUMBER 2135299 RECORDS OF PUEBLO COUNTY; THENCE N46°04'51"W ON THE NORTHERLY LINE OF SAID STREET VACATION A DISTANCE OF 40.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID MECHANIC STREET; THENCE N43°52'58" ON SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 140.07 FEET; THENCE S53°28'52"E A DISTANCE OF 80.67 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID MECHANIC STREET; THENCE S43°52'58"W ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 113.65 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 10,885 SQUARE FEET OR 0.250 ACRES MORE OR LESS.

PURPOSE:

REDEVELOPMENT

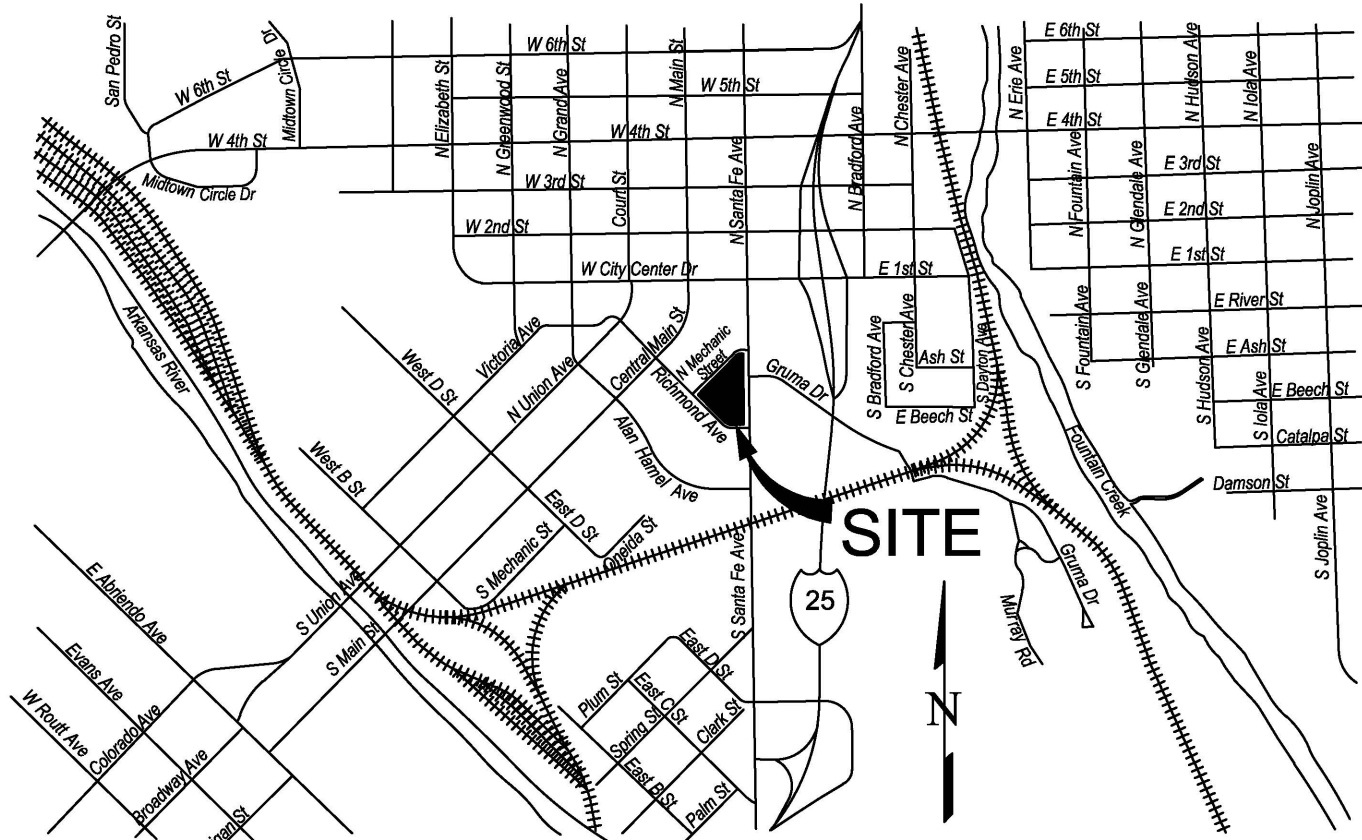
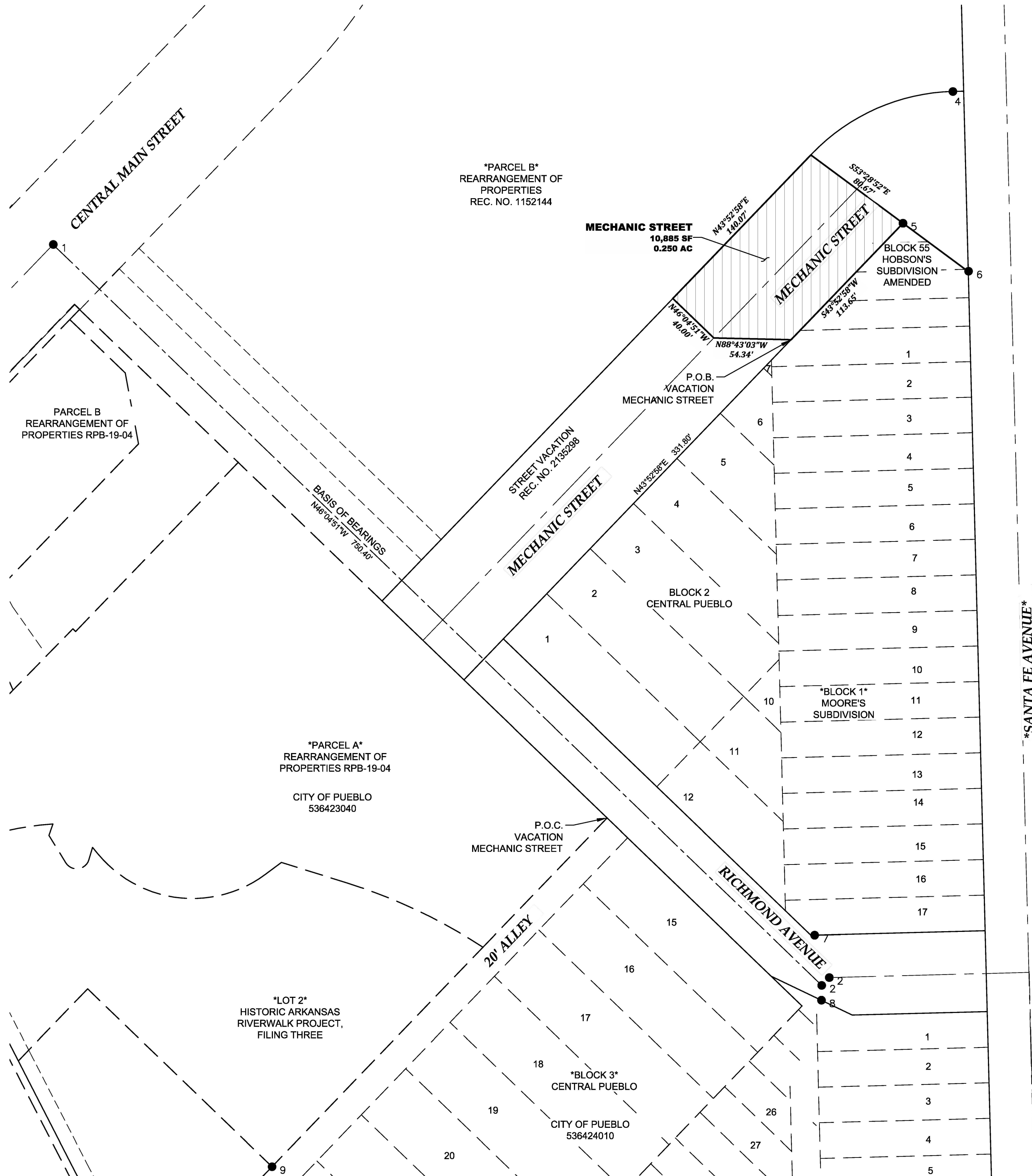
RESERVATIONS:

MECHANIC STREET THE RIGHT-OF-WAY TO BE VACATED IS RESERVED AS AS A PUBLIC UTILITY EASEMENT TO MAINTAIN THE EXISTING PUBLIC UTILITIES LOCATED IN SAID RIGHT-OF-WAY. THE RESERVATION WILL BE TERMINATED UPON REMOVAL OF SAID UTILITIES.

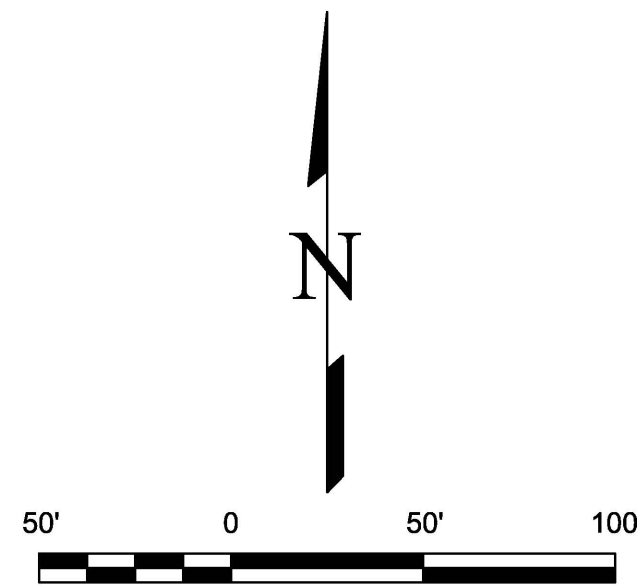
ALL OF THE STREETS, EASEMENTS FOR DRAINAGE, DETENTION, SANITARY, STORMWATER, TRAIL AND ALL PUBLIC UTILITIES, SHOWN HEREON, ARE HERBY DEDICATED TO THE CITY FOR PERPETUAL USE OF THE PUBLIC. WITH RESPECT TO ALL EASEMENTS FOR CITY UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S)

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VICINITY MAP
NOT TO SCALE



LEGEND:

• AREA NOT INCLUDED IN THIS SURVEY

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, DO HEREBY STATE THAT THIS VACATION PLAT HAS BEEN PREPARED UNDER MY RESPONSIBLE CHARGE IN _____ OF _____ TO NORMAL STANDARDS OF CARE OF A PROFESSIONAL LAND SURVEYOR PRACTICING IN THE STATE OF COLORADO, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THIS STATEMENT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

ORDINANCE NO: _____
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HOBSON'S SUBDIVISION AMENDED
RIGHT-OF-WAY VACATION

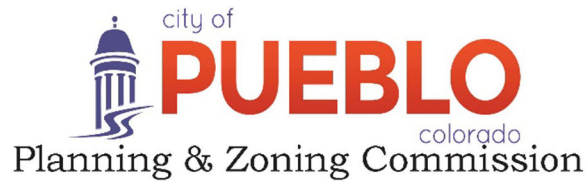
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Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Roger Gomez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, March 13, 2024 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:31 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Roger Gomez, Alexander Aznar, Christopher Pasternak.

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Mikaylin Hackley, Planner, and Cindy Capritta, Land Use Tech. Kelly Grisham, Project Coordinator, Public Works, Joe Martellaro, Engineer, Public Works.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to approve the agenda, seconded by Avalos.

Motion Passed: 7-0

Public Hearing:

5. V-23-04 Vacation: A vacation of portions of Mechanic Street, Richmond Avenue, and a 20' Alley in the Central Pueblo and Hobson Amended subdivisions. Historic Arkansas Extension (HARP) 175 S. Santa Fe. Staff Report by Wade Broadhead, Sr. Planner.

Hearing: City application, no testimony required. No one appeared in opposition.

Commission Action: Bailey motioned to approve the application, 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: V-23-04 HARP Expansion
S-23-06 Historic Arkansas Riverwalk Project, Filing Four

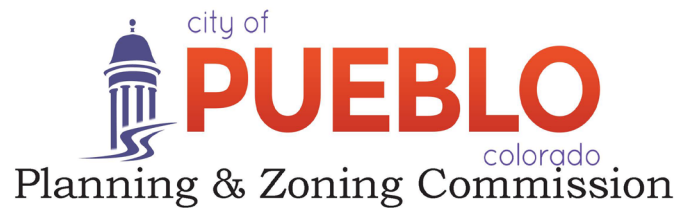
DATE: July 2, 2024

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

V-23-04

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Sr. Planner

THROUGH: Scott Hobson, Acting Planning and Community Development Director

DATE: March 13, 2024

SUBJECT: Vacate a portion of Mechanic Street in the Central Pueblo and Hobson's Amended Subdivision, and Richmond Avenue and portions of a 20' alley in the Central Pueblo Subdivision

APPLICANT: Edward Fisher, Edward James Surveying Inc., and the City of Pueblo

OWNER: City of Pueblo

LOCATION: Generally located west of Santa Fe Drive and at the intersection of Mechanic Street and Richmond Avenue.

CONCURRENT REQUESTS: S-23-06 HARP Filing 4 Subdivision

Request:

Vacate a portion of Mechanic Street (12,536 sq. ft.) in the Central Pueblo and Hobsons Amended Subdivision, and Richmond Ave. (8,080 sq. ft.) and portions of a 20' alley in the Central Pueblo Subdivision (5,826 sq. ft) for the purposes of expanding the Historic Arkansas Riverwalk project, facilitating a new resubdivision, and the construction of a new boathouse.

Staff review and findings:

The applicant is requesting the vacation of three distinct sections of right of way: (1) a 12,546 sq. ft. section of Mechanic Street in the Central Pueblo and Hobson's Amended Subdivision; (2) a 8,080 sq. ft. section of Richmond Avenue in the Central Pueblo Subdivision; and (3), a portion of the twenty ft. (20') alley in the Plan of Central Pueblo Subdivision.

The purpose of the three vacations is to allow the City to assemble the land into a two lot subdivision for the expansion of the Riverwalk, the construction of a new boathouse and a site for future development. The new boathouse site plan was approved by the Planning and Zoning Commission with case GU-23-04 and the land was rezoned from I-1 and I-3 to S-1 and approved by City Council in 2023 with case Z-23-05.

Vacation Area One: Mechanic Street

This application will vacate the forty (40') foot wide southeasterly half of Mechanic Street, the northwesterly half was vacated previously, Reception No. 2135298. The complete width of Mechanic Street will be vacated adjacent to lots 1-6, Block 2, Central Pueblo Subdivision and Lot 1, Block 1, Moore's Subdivision or about 10,885 sq. ft. The northern portion of Mechanic Street, adjacent to Santa Fe Ave. will remain as public right of way to provide access to the loading zone for the Pueblo Convention Center. The

vacated portion of Mechanic Street will be reserved as a public utility easement and the reservation will be terminated upon removal of said utilities.

Vacation Area Two: Richmond Avenue

A northwesterly to southwesterly forty foot wide, 8,080 sq. ft portion of Mechanic Avenue will be vacated. This segment is currently the end of the Riverwalks Chanel. The vacated portion of Richmond Ave. will be reserved as a sanitary sewer and public utility easement, the reservation will be terminated upon relocation of the utilities.

Vacation Area Three: 20' Alley

A 5,826 segment of the 20' alley that runs northeast to southwest from Richmond Avenue to the location of the current HARP Offices will be vacated. This area is currently an that runs between the HARP Office and parking lot and the City transit facility. The vacated portion of the 20' alley will be reserved as a sanitary sewer and public utility easement and the reservation will be terminated upon removal of said utilities.

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, also email from March, 5, 2024.
- 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- Comments received January 16, 2024 from Teresea Guagliardo, no conditions.

Recommended Action:

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Vacation be Approved with the following condition:

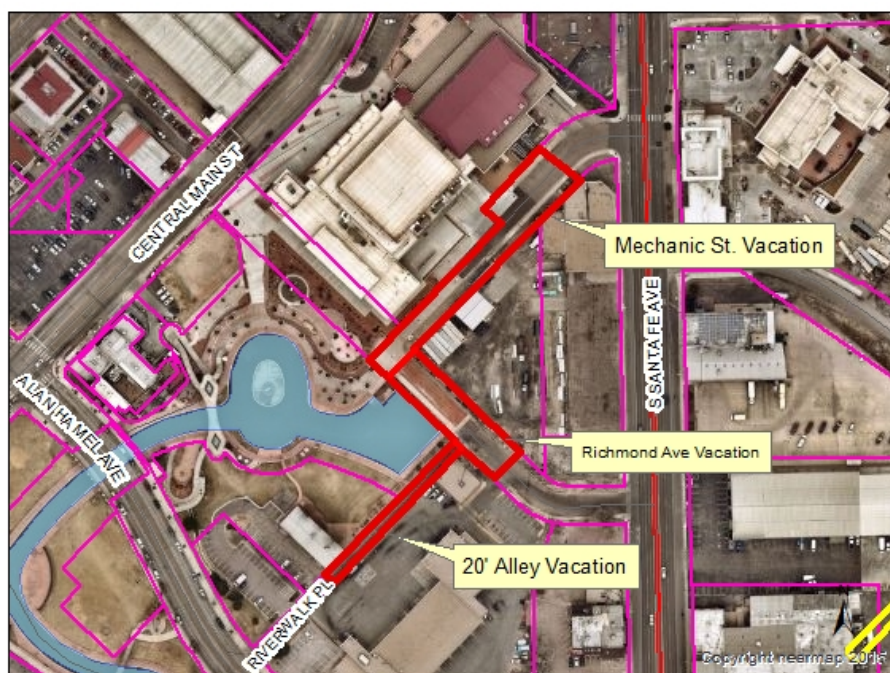
1. The vacation plats will need to have specific reservations for access and the reservation language will be finalized prior to being placed on city council agenda. Joe Martellero, Associate Engineer II, email dated March 5, 2024.

ATTACHMENTS:

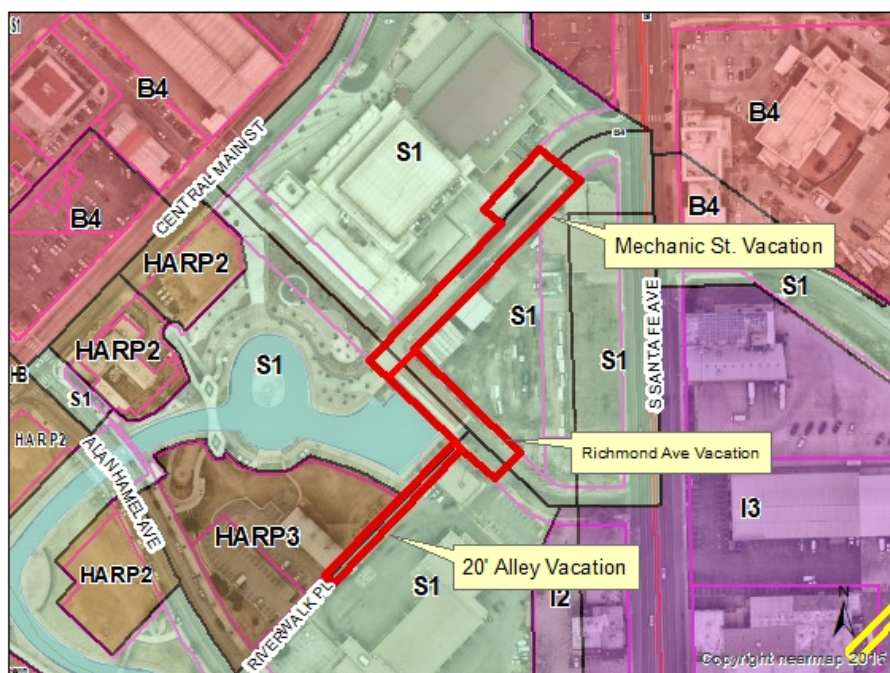
- A. Aerial Map
- B. Zoning Map
- C. Public Notice Poster & Site Photo
- D. Application and attachments

- E. Vacation Plat
- F. Subdivision Review Committee Memo, March 6, 2024
- G. CDOT Memo January 16, 2024

ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Public Notice Poster



Richmond Avenue vaction area looking east.



Mechanic Street vaction area looking northeast.



20' alley being vacated looking south.

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: March 6, 2024

Subject: V-23-04 HARP Vacations Filing #4, S-23-06 HARP Filing #4 Subdivision

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following conditions, which must be satisfied prior to City Council review:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Yes
Plat Deficiencies:	See Conditions
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. The vacation plats will need to have specific reservations for access and the reservation language will be finalized prior to being placed on city council agenda. Joe Martellaro, Associate Engineer II, email dated March 5, 2024.



Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Property Owner Affidavit

Please type or **print** clearly. Illegible applications will not be accepted.

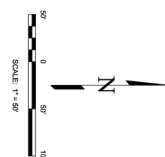
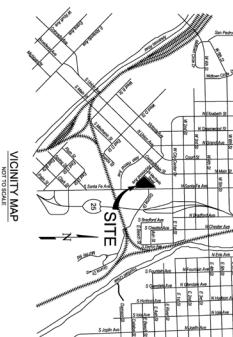
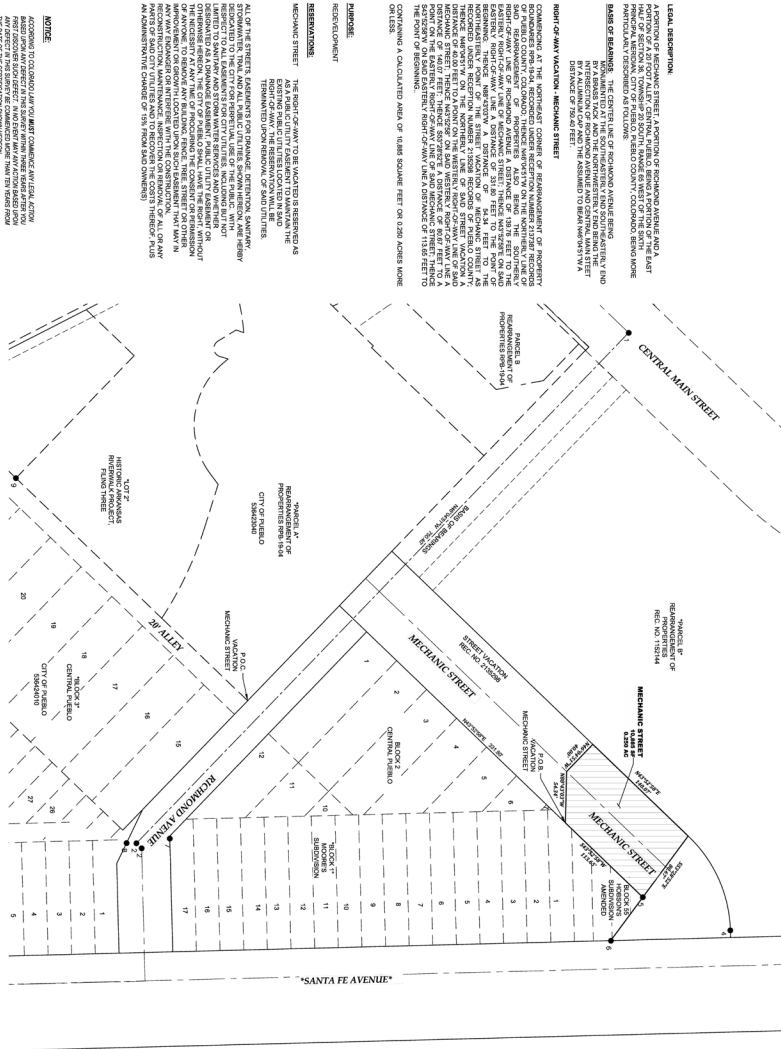
Property Owner:			
Name: <u>City of Pueblo</u>		Company:	
Address: <u>200 S. main St.</u>			
City: <u>Pueblo</u>		State: <u>Co</u>	Zip: <u>81003</u>
Phone: <u>719-553-2655</u>		Email: <u>Cityadmin@pueblo.us</u>	
Applicant:			
Name: <u>Edward Fisher</u>		Company: <u>Edward-James Surveying Inc</u>	
Phone: <u>719-545-6240</u>		Email: <u>edwardfejsurveying.com</u>	
Property Address: <u>HARP - 175 S. Santa Fe Avenue</u>			

I, Nicholas Gradisar, hereby state that I am the owner of record of the property located at HARP - 175 S. Santa Fe Avenue, Pueblo, Colorado, and further acknowledge that by signing this affidavit I authorize the submission of an application for a Vacation Harp Streets + Alley at said location.
(application type)

Nicholas Gradisar 5-1-2023
Signature of Property Owner Date

[illegible]

HOBSON'S SUBDIVISION AMENDED RIGHT-OF-WAY VACATION A PORTION OF MECHANIC STREET, HOBSON'S SUBDIVISION AMENDED BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



LEGEND
- AREA NOT INCLUDED IN THIS MAP
- AREA NOT INCLUDED IN THIS MAP

REVISIONS
DATE DESCRIPTION

DESIGNED BY: JMT
CHECKED BY: ENT
SCALE: 1" = 80'
DATE: 2/28/23
SHEET NO. 1 OF 1

HOBSON'S SUBDIVISION AMENDED RIGHT-OF-WAY VACATION BEING A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO		EDWARD-JAMES SURVEYING, INC. 936 Elton Drive Colorado Springs, CO 80907 Office: (719) 576-1216 Fax: (719) 576-1205	4733 Eagleledge Circle Pueblo, CO 81008 Office: (719) 545-5240 Fax: (719) 545-5247
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COLORADO

Department of Transportation

Region 2 Permits

5615 Wills Blvd, Suite A
Pueblo, CO 81008-2349

January 16, 2024

US 050C/MP 0.40 (NR-C)
City of Pueblo

Wade Broadhead, Land Use Planner (wbroadhead@pueblo.us)
City of Pueblo Planning and Community Development Department
211 East D Street
Pueblo, CO 81003

RE: HARP Filing 4 Subdivision _ Second Review
S-23-09 and V-23-04

Dear Wade Broadhead,

I am in receipt of a referral request for comments regarding HARP Filing 4 Subdivision in Pueblo. The subdivision and vacation plats are being prepared in preparation for the HARP Boathouse and Riverwalk Expansion. The Historic Arkansas Riverwalk of Pueblo is proposing to extend the existing channel and construct site improvements to the 1.9-acre site. The project proposes to add a new boathouse at the existing end of the channel and will extend the channel approximately 300 feet to the northeast, ending near US 50 Business (Santa Fe Avenue). After review of all submitted documentation, we have the following comments:

- CDOT has no comments regarding the subdivision plat or vacation plats.
- Our comments from the letter dated September 8, 2024 regarding the HARP Boathouse and Riverwalk Expansion (GU-23-04 and C-23-18) remain the same. The previous comments were:
 - CDOT access permits will be required for the following accesses with the City of Pueblo being the Permittee:
 - Mechanic Street (City Street)
 - Richmond Avenue (City Street)
 - Removal of the access to the existing Ferguson Plumbing Supply parking lot (property is owned by the City of Pueblo)
 - A Traffic Memo shall be submitted detailing the traffic volumes, including Peak Hour, for the two City streets (Mechanic Street and Richmond Avenue).
 - A Utility Permit will be required for the utility work being proposed on US 50 Business right-of-way. Please see below for more information.

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 Gabe Martinez at (719) 251-7830 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. Martinez.

Please contact me at (719) 546-5440 or teresa.guagliardo@state.co.us with any questions.

Sincerely,

Teresa Guagliardo

Teresa Guagliardo
CDOT R2 Access Management

Xc: Lancaster/file



February 23, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **The City of Pueblo** for approval of the following applications at 175 S. Santa Fe Ave

S-23-06 HARP Filing Four: a resubdivision of portions of Central Pueblo, Moores Subdivision and Hobson’s Subdivision Amended into two lots.
V-23-04 HARP Filing Place Subdivision: a vacation of portions of Mechanic Street (12,536 sq. ft. in the Central Pueblo and Hobsons Amended Subdivision, and Richmond Ave. (8,080 sq. ft.) and portions of a 20’ alley in the Central Pueblo Subdivision (5,826 sq. ft).

The Planning and Zoning Commission meeting will be held on **March 13, 2024, at 3:30 p.m.** in City Council Chambers, 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually.**
Join by computer, smartphone app, or dial by phone: +1 346 248 7799 or +1 253 215 8782
Meeting ID: 927 1786 7722 Passcode: 195462
<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbmlCdHRrUHNfZnpPWG1Ydz09>
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 call the number below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By Wade Broadhead, Sr. Planner
(719) 553-2280

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S-23-06 HARP Filing Four: a resubdivision of portions of Central Pueblo, Moores Subdivision and Hobson’s Subdivision Amended into two lots.
V-23-04 HARP Filing Place Subdivision: a vacation of portions of Mechanic Street (12,536 sq. ft.) in the Central Pueblo and Hobsons Amended Subdivision, and Richmond Ave. (8,080 sq. ft.) and portions of a 20’ alley in the Central Pueblo Subdivision (5,826 sq. ft).

The Planning and Zoning Commission meeting will be held on **March 13, 2024, at 3:30 p.m.** in City Council Chambers, 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually.**
Join by computer, smartphone app, or dial by phone: +1 346 248 7799 or +1 253 215 8782
Meeting ID: 927 1786 7722 Passcode: 195462
<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbmlCdHRrUHNfZnpPWG1Ydz09>
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 call the number below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By Wade Broadhead, Sr. Planner
(719) 553-2280

CASE NUMBER: V-23-04 and S-23-06

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Vacation and Subdivision: 175 S. Santa Fe Ave. 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 and Subdivision is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

February 23, 2024

(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 Vacation and Subdivision, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 23, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	StreetAddress	OwnerCity	OwnerState	OwnerZip
LOCCO LLC	125 S SANTA FE AVE	PUEBLO	CO	81003-4218
MINI MART INC	302 W 3RD ST FL 3	CINCINNATI	OH	45202-3437
COLORADO DEPARTMENT OF TRANSPORTATION	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
AVKE INC	4308 ST ANDREWS DR	PUEBLO	CO	81001-1165
BLAZER LEASING LLC	435 ARGYLE AVE	PUEBLO	CO	81004-1012
PATTI JUDITH H	6618 E LOWRY BLVD UNIT 10	DENVER	CO	80230-6916
PATTI PROPERTY LLC	95 S KEARNEY ST	DENVER	CO	80220
E + W INVESTMENT LLC + C/O WALTER LIND	PO BOX 849	COLORADO	CO	80901-0849
SANTA FE 250 LLC + C/O WALTER LIND	PO BOX 849	COLORADO	CO	80901-0849



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 22, 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 HISTORIC ARKANSAS RIVERWALK PROJECT, FILING NO. 4 SUBDIVISION

SUMMARY:

The City is requesting to resubdivide portions of the Central Pueblo, Moore's Subdivision and Hobson's Subdivision Amended into two lot, 3-acre subdivision generally located west of Santa Fe Avenue, north and east of Richmond Avenue, and south and east of Mechanic Street for the purpose of expanding the Riverwalk development.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to vacate (V-23-04) a portion of Mechanic Street and Richmond Avenue and portions of a 20-foot alley in the Central Pueblo Subdivision generally located west of Santa Fe Drive and at the intersection of Mechanic Street and Richmond Avenue.

BACKGROUND:

The subject property is located in Downtown Pueblo southeast of the Pueblo Convention Center and directly west of Santa Fe Avenue. The property is characterized by the recently vacated Ferguson Plumbing building and outdoor storage yard as well as Mechanic Street, Richmond Avenue, and an associated 20-foot alley. The purpose of this subdivision is to provide an extension of the HARP/Riverwalk project to the east and provide parking for a new Boat House and HARP office. These parcels were recently rezoned from I-2 and I-3, Industrial and Heavy Industrial Zone Districts to S-1, Governmental Use with Ordinance number 10562, September 25, 2023. The proposed development was included in the HARP Future Development prepared by Designs Studio West in 2010. The proposed subdivision will reassemble approximately twenty-five lots platted between 1888 to 1912 and associated vacated rights-of-way into a single two lot subdivision. Three parcels/addresses will be subsumed in the new subdivision, 175 S. Santa Fe Avenue parcel 536426004, 209 S. Santa Fe Avenue

parcel 536426005, and 131 N. Mechanic Street, parcel 536425003. Proposed Lot 1 will span 1.9 acres and house the expanded Riverwalk channel, associated amenities, and a gated parking lot for HARP staff. Lot 2 will cover 1.1 will be a commercial development site. Legal access to both lots will be gained through Santa Fe Avenue. The attached figure illustrates the proposed future design of the new subdivision and Riverwalk expansion. 131 Mechanic Street and 175 S. Santa Fe Avenue were acquired by the City from Ferguson Plumbing recently and 209 S. Santa Fe was deeded to the City by the Pueblo Urban Renewal Authority in 2001 for the purposes of expanding the riverwalk channel. This subdivision will contain the vacated rights-of-way for Mechanic Street, Richmond Avenue and a 20-foot alley. The Mechanic and Richmond Avenue vacated rights-of-way will retain a reservation as a public utility easement. The southernly portion of mechanic street will retain a reservation as a public utility easement and sanitary sewer easement. The 20-foot alley will retain a reservation for sewer and public utility easement, all reserved easements on all three vacated rights of way will be vacated and terminated with the removal of said utilities. The proposed project has been identified since 2010 and consists of extending the river channel approximately 320 feet to the north and east. The channel will terminate with a bulb adjacent to Santa Fe Avenue and house a ten-foot sidewalk, landscaping, greenspace, and paved parking. The City will maintain access for deliveries to the rear of the convention center on the vacated portions of Mechanic Street, the exact wording will be resolved before the subdivision goes to City Council.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 13, 2024 Regular Meeting, voted 7-0 to recommend approval with one condition.

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 HARP Project.

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-23-06 Combined Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE HISTORIC ARKANSAS
RIVERWALK PROJECT, FILING NO. 4 SUBDIVISION

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

SECTION 1.

The final plat of the Historic Arkansas Riverwalk Project, Filing No. 4 Subdivision, being a subdivision of land legally described as:

A PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER SECTION 19, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE CENTER LINE OF RICHMOND AVENUE BEING MONUMENTED AT THE SOUTHEASTERLY END SOUTHEASTERLY END BY A BRASS TACK AND THE NORTHWESTERLY END BEING THE INTERSECTION OF RICHMOND AVENUE AND CENTRAL MAIN STREET BY A ALUMINUM CAP AND THE ASSUMED TO BEAR N46°04'51"W A DISTANCE OF 750.40 FEET.

LOTS 1, 2 AND 3 AND FRACTIONAL LOTS 4, 5, 6, 7, 10, 11 AND 12, ALL IN BLOCK 2 IN THE FORMER TOWN OF CENTRAL PUEBLO, BEING THOSE PORTIONS OF SAID LOTS 1, 2, 3, 4, 5, 6, 7, 10, 11 AND 12, ALL IN BLOCK 2 IN THE FORMER TOWN OF CENTRAL PUEBLO, NOW A PART OF THE CITY OF PUEBLO, FILED FOR RECORD ON AUGUST 13, 1883, WHICH LIES WESTERLY OF THE 20 FOOT WIDE ALLEY ADJOINING THE WESTERLY BOUNDARY OF BLOCK 1 IN MOORE'S SUBDIVISION FILED FOR RECORD JUNE 19, 1912. TOGETHER WITH THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK 2, ADJACENT, BY ORDINANCE NO. 846 RECORDED APRIL 1, 1947 IN BOOK 1037 AT PAGE 269 AND ORDINANCE NO. 7215 RECORDED NOVEMBER 3, 2004 UNDER RECEPTION NO. 1592557.

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND THE NORTH TWENTY-TWO FEET OF LOT 14 IN BLOCK 1 IN MOORE'S SUBDIVISION OF A PORTION OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31 IN TOWNSHIP 20 SOUTH, RANGE 64 WEST, PUEBLO COUNTY, COLORADO, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK 1, ADJACENT, BY ORDINANCE NO. 7215 RECORDED NOVEMBER 3, 2004 UNDER RECEPTION NO. 1592557.

LOTS (ALSO KNOWN AS FRACTIONAL LOTS) 1, 2, 3 AND 4 IN BLOCK 55 IN HOBSON'S SUBDIVISION OF A PART OF THE CITY OF PUEBLO, ACCORDING TO THE AMENDED PLAT OF A PORTION OF SAID SUBDIVISION FILED FOR RECORD ON OCTOBER 26, 1887, COUNTY OF PUEBLO, STATE OF COLORADO.
TOGETHER WITH :

THE SOUTH 3 FEET OF LOT 14, AND ALL OF LOTS 15, 16 AND 17, BLOCK 1, MOORE'S SUBDIVISION OF A PORTION OF THE W 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 31 IN TOWNSHIP 20 SOUTH, RANGE 64 WEST AND OF THE E 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

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

Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

HISTORIC ARKANSAS RIVERWALK PROJECT, FILING FOUR
A RESUBDIVISION OF PORTIONS OF CENTRAL PUEBLO, MOORES SUBDIVISION
AND HOBSON'S SUBDIVISION AMENDED
BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20, SOUTH RANGE 65 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT THE CITY OF PUEBLO, A MUNICIPAL CORPORATION BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PROPERTY.

LEGAL DESCRIPTION:

A RESUBDIVISION OF PORTIONS OF CENTRAL PUEBLO, MOORRES SUBDIVISION AND HOBSON'S SUBDIVISION AMENDED, BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE CENTER LINE OF RICHMOND AVENUE BEING MONUMENTED AT THE SOUTHEASTERLY END SOUTHEASTERLY END BY A BRASS TACK AND THE NORTHWESTERLY END BEING THE INTERSECTION OF RICHMOND AVENUE AND CENTRAL MAIN STREET BY A ALUMINIUM CAP AND THE ASSUMED TO BEAR N46°04'51"W A DISTANCE OF 730.40 FEET.

PARCEL A:
LOTS 1, 2 AND 3 AND FRACTIONAL LOTS 4, 5, 6, 7, 10, 11 AND 12, ALL IN BLOCK 2 IN THE FORMER TOWN OF CENTRAL PUEBLO, BEING THOSE PORTIONS OF SAID LOTS 1, 2, 3, 4, 5, 6, 7, 10, 11 AND 12, ALL IN BLOCK 2 IN THE FORMER TOWN OE CENTRAL PUEBLO, NOW A PART OF THE CITY OF PUEBLO, FILED FOR RECORD ON AUGUST 13, 1883, WHICH LIES WESTERLY OF THE 20 FOOT WIDE ALLEY ADJOINING THE WESTERLY BOUNDARY OF BLOCK 1 IN MOORE'S SUBDIVISION FILED FOR RECORD JUNE 19, 1912, TOGETHER WITH THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK 2, ADJACENT, BY ORDINANCE NO. 848 RECORDED APRIL 1, 1947 IN BOOK 1037 AT PAGE 269 AND ORDINANCE NO. 7215 RECORDED NOVEMBER 3, 2004 UNDER RECEPTION NO. 1592557.

PARCEL B:
LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND THE NORTH TWENTY-TWO FEET OF LOT 14 IN BLOCK 1 IN MOORE'S SUBDIVISION OF A PORTION OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31 IN TOWNSHIP 20 SOUTH, RANGE 64 WEST, PUEBLO COUNTY, COLORADO, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK 1, ADJACENT, BY ORDINANCE NO. 7215 RECORDED NOVEMBER 3, 2004 UNDER RECEPTION NO. 1592557.

PARCEL C:
LOTS (ALSO KNOWN AS FRACTIONAL LOTS) 1, 2, 3 AND 4 IN BLOCK 55 IN HOBSON'S SUBDIVISION OF A PART OF THE CITY OF PUEBLO, ACCORDING TO THE AMENDED PLAT OF A PORTION OF SAID SUBDIVISION FILED FOR RECORD ON OCTOBER 26, 1887, COUNTY OF PUEBLO, STATE OF COLORADO.

TOGETHER WITH :

THE SOUTH 3 FEET OF LOT 14, AND ALL OF LOTS 15,16 AND 17, BLOCK 1, MOORE'S SUBDIVISION OF A PORTION OF THE W 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 31 IN TOWNSHIP 20 SOUTH, RANGE 64 WEST AND OF THE E 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M

TOGETHER WITH:

VACATION OF RIGHT-OF-WAYS PER CITY ORDNANCE NO. _____, CENTRAL PUEBLO.

VACATION OF RIGHT-OF-WAYS PER CITY ORDNANCE NO. _____, HOBSON'S SUBDIVISION AMENDED.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, AMENDED, REPLATTED INTO LOTS, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "HISTORIC ARKANSAS RIVERWALK PROJECT, FILING NO. 4"

LOTS 1 AND 2 ARE DEDICATED FOR FUTURE DEVELOPMENT.

THE UNDERSIGNED OWNER HEREBY CONSENTS TO THE ACCESS RESTRICTIONS HEREON.

A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAD NOT BEEN PREFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER(S) KNOWLEDGE, INFORMATION AND BELIEF, THERE ARE NO KNOW HAZARDOUS SUBSTANCES RESENT WITHIN THIS SUBDIVISION.

IN WITNESS THERE OF, _____ AS _____ OF THE CITY OF PUEBLO, HAS HEREON CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 20__ A.D.

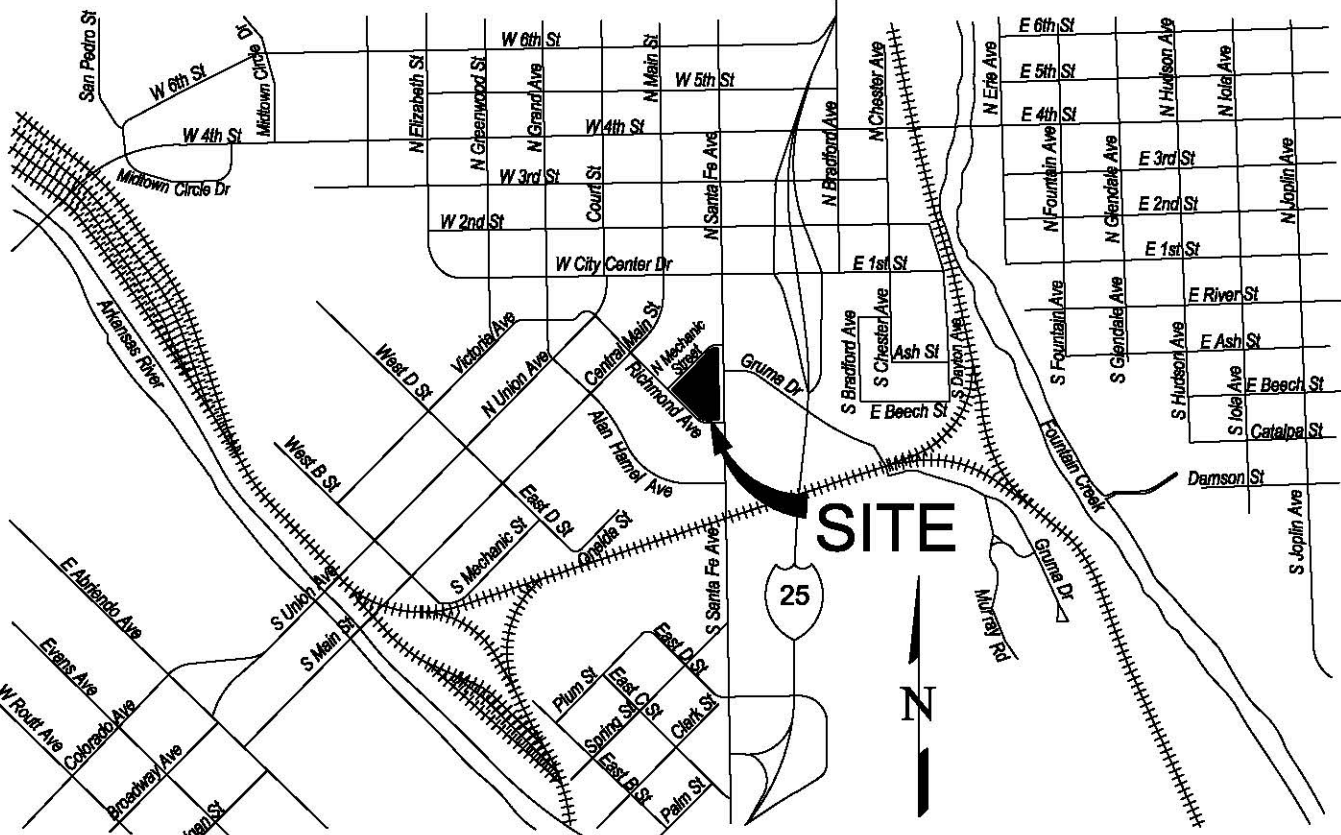
CITY OF PUEBLO
1 CITY HALL PLACE
PUEBLO, COLORADO 81003

NOTARIAL:
STATE OF COLORADO)
) SS
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__ A.D., BY _____

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC



HISTORIC ARKANSAS RIVERWALK PROJECT, FILING FOUR

A RESUBDIVISION OF PORTIONS OF CENTRAL PUEBLO, MOORES SUBDIVISION AND HOBSON'S SUBDIVISION AMENDED

BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

LEGEND:

- ▲ PROPOSED CITY MONUMENT
- GPS REFERENCE POINT
- ₁ FOUND ALUMINUM CAP-CITY OF PUEBLO MONUMENT
- ₂ FOUND BRASS TACK
- ₃ FOUND NAIL AND 3/4" DISK STAMPED "PLS 25948"
- ₄ FOUND REBAR AND YELLOW PLASTIC CAP STAMPED "PLS 25948"
- ₅ FOUND 2" ALUMINUM CAP STAMPED "PLS 15212 LAMBERT"
- ₆ FOUND NAIL AND 1" DISK STAMPED "M&A"
- ₇ FOUND YELLOW PLASTIC CAP STAMPED PLS 3812_"
- ₈ FOUND NAIL AND 1" DISK STAMPED "LS 13212
- ₉ FOUND PK NAIL AND WASHER
- ₁₀ SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"
- GPS GPS COORDINATE
- SF SQUARE FEET
- AC ACRE
- * NOT PART OF THIS SUBDIVISION
- BOUNDARY LINE
- - - EASEMENT LINE
- LOT LINE
- - - ADJACENT LOT LINE

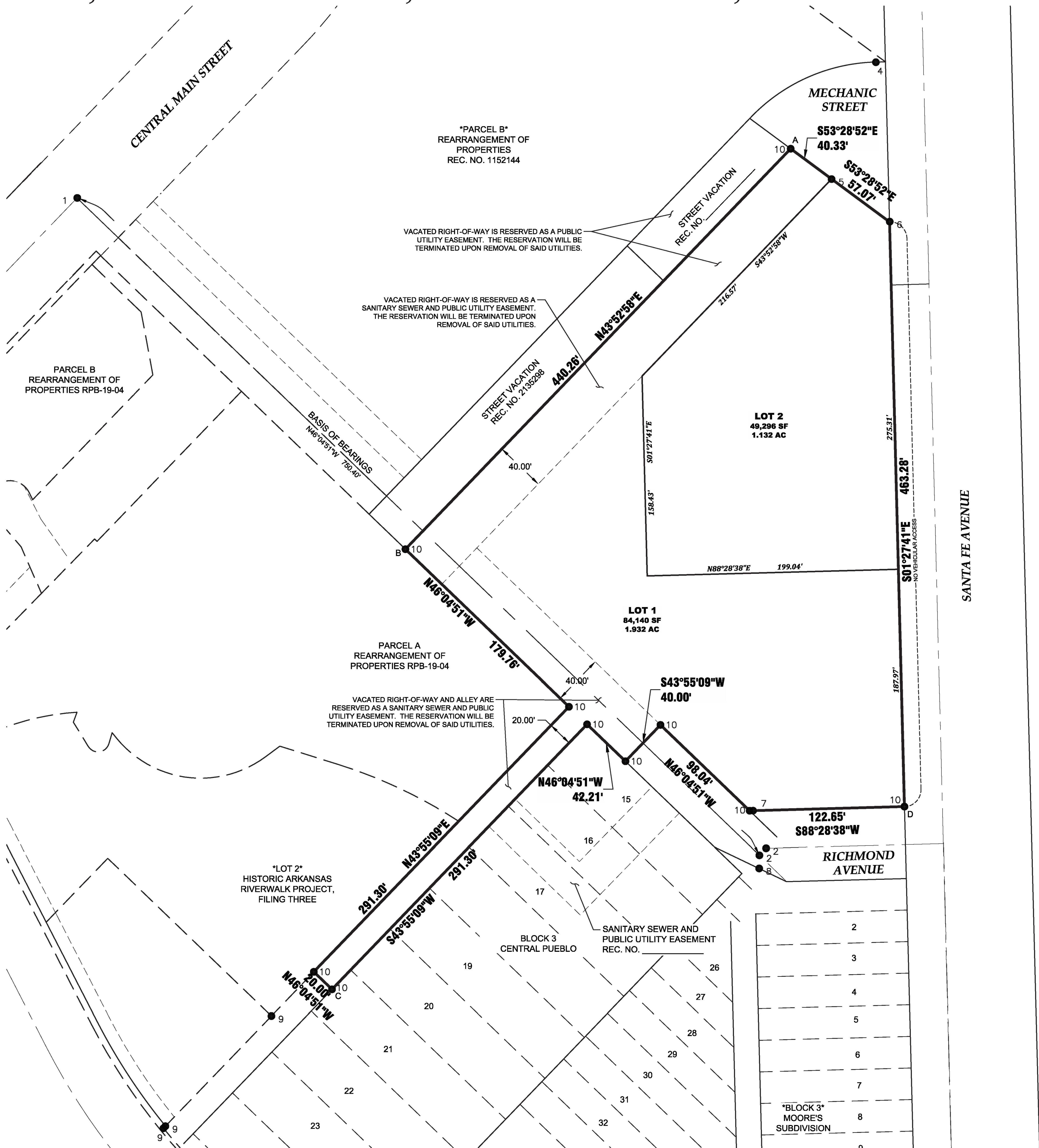
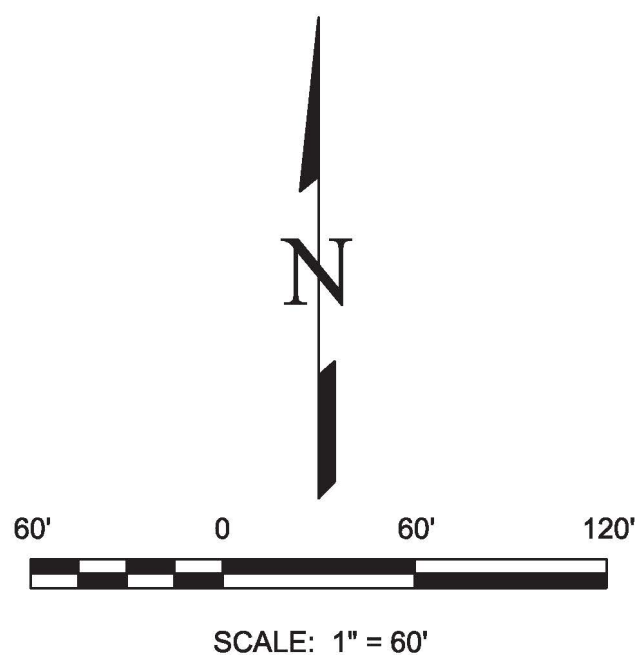
GPS NOTES:

- DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES (US SURVEY FEET). THE COMBINATION FACTOR FOR THIS PLAT IS 1.000246271. THE GROUND DISTANCE WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID DISTANCE AND THE GROUND COORDINATES WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID COORDINATES BASED ON THE COLORADO STATE PLAN COORDINATE SYSTEM OF 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 83 (1992).
- THE COLORADO COORDINATE SYSTEM HEREON SHOWN IS DEFINED AS 2ND ORDER, CLASS 1, 1:50,000 AS DESCRIBED IN THE "GEOMETRIC GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATIVE POSITIONING TECHNIQUES" BY THE FEDERAL GEODETIC CONTROL COMMITTEE.
- EDWARD-JAMES SURVEYING, INC. USED GPS AND NOAA'S ONLINE POSITIONING USER SERVICE (OPUS) TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. REFER TO THE BASIS OF BEARINGS UNDER THE HEADING OF LEGAL DESCRIPTION HEREON FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.

NAD 83 COLORADO STATE PLANE SOUTH		
POINT NO.	NORTHING	EASTING
A	1583719.93	3256269.45
B	1583402.78	3255964.23
C	1583054.49	3255905.97
D	1583198.93	3256359.35

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



REVISIONS		DESCRIPTION	DATE
NO.			

EDWARD-JAMES SURVEYING, INC.
926 Elkon Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleledge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247



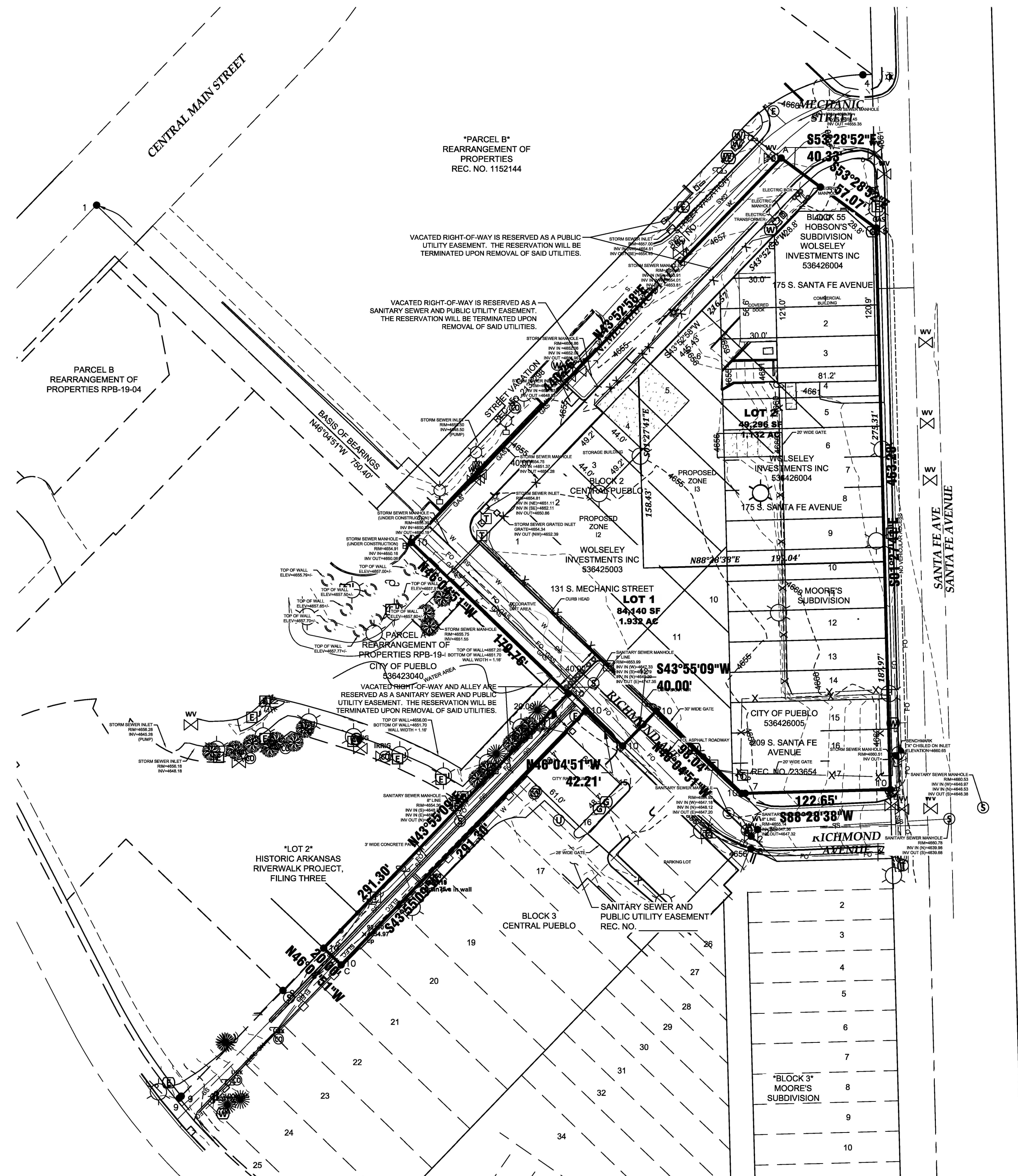
HISTORIC ARKANSAS RIVERWALK PROJECT, FILING FOUR
PLAT

BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 50'
JOB NO.	2399-00
DATE CREATED	2/20/2023
DATE ISSUED	
SHEET NO	2 OF 2

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.

- | | |
|---|------------------------|
|  | SANITARY SEWER MANHOLE |
|  | STORM DRAIN MANHOLE |
|  | FIRE HYDRANT |
|  | WATER VALVE |
|  | WATER METER |
|  | ELECTRIC TRANSFORMER |
|  | UTILITY POLE |
|  | GUY POLE |
|  | LIGHT POLE |
|  | TELEPHONE PEDESTAL |
|  | CATV PEDESTAL |
|  | METAL POST |
|  | FENCE LINE |
|  | GAS LINE |
|  | WATER LINE |
|  | SANITARY SEWER LINE |
|  | STORM SEWER LINE |

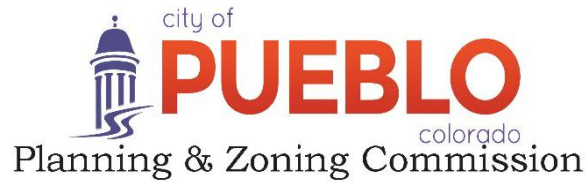


DATE ISSUED

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Roger Gomez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, March 13, 2024 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:31 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Roger Gomez, Alexander Aznar, Christopher Pasternak.

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Mikaylin Hackley, Planner, and Cindy Capritta, Land Use Tech. Kelly Grisham, Project Coordinator, Public Works, Joe Martellaro, Engineer, Public Works.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to approve the agenda, seconded by Avalos.

Motion Passed: 7-0

Public Hearing:

6. S-23-06 Subdivision: A resubdivision of portions of Central Pueblo, Moores Subdivision and Hobson's Subdivision Amended to create a two lot subdivision. Historic Arkansas Extension (HARP) 175 S. Sante Fe. Staff Report by Wade Broadhead, Sr. Planner.

Hearing: City application, no testimony required. No one appeared in opposition.

Commission Action: Bailey motioned to recommend the application to City Council once the one (1) Condition is met, 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: V-23-04 HARP Expansion
S-23-06 Historic Arkansas Riverwalk Project, Filing Four

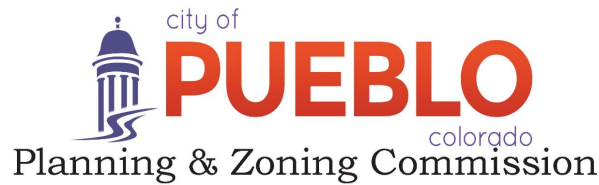
DATE: July 2, 2024

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-23-06

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Sr. Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: March 13, 2023

SUBJECT: Historic Arkansas Riverwalk Project (HARP), Filing #4 Subdivision

APPLICANT: Ed Fisher, Edward-James Surveying Inc. and City of Pueblo

PROPERTY OWNER: City of Pueblo

LOCATION: Generally located west of Santa Fe Boulevard, north and east of Richmond Avenue, and south and east of Mechanic Avenue (175 S. Santa Fe. Ave), 131 Mechanic Street, and 209 S. Santa Fe. Avenue)

EXISTING ZONE: S-1, Governmental Use

CONCURRENT REQUESTS: V-23-04, HARP Filing Four Vacations

REQUEST:

The applicant is requesting to resubdivide portions of the Central Pueblo (1883), Moore's Subdivision (1912) and Hobson's Subdivision Amended (1887) into a two lot, three (3) acre subdivision for the purposes of expanding the Riverwalk development.

BACKGROUND AND ANALYSIS:

The subject property is located in Downtown Pueblo behind the Pueblo Convention Center and directly west of Santa Fe Avenue. The property is characterized by the recently vacated Ferguson Plumbing building and outdoor storage yard as well as the Mechanic Street, Richmond Avenue, and an associated 20' alley that are being vacated with a concurrent case, V-23-06. The purpose of this subdivision is to provide an extension of the HARP/Riverwalk project to the east and provide parking for a new Boat House and HARP office. These parcels were recently rezoned from I-2 and I-3, Industrial and Heavy Industrial Zone districts to S-1, Governmental use with Ordinance number 10562, September 25, 2023. The proposed development was included in the HARP Future Development prepared by Designs Studio West in 2010.

The proposed subdivision will reassemble approximately twenty-five lots platted between 1888 to 1912 and associated vacated rights of way into a single two lot subdivision. Three parcels /addresses will be subsumed in the new subdivision, 175 S. Santa Fe Avenue parcel 536426004, 209 S. Santa Fe Avenue parcel 536426005, and 131 N. Mechanic Street, parcel 536425003.

Proposed Lot 1 will span 1.9 acres and house the expanded Riverwalk channel, associated amenities, and a gated parking lot for HARP staff. Lot 2 will cover 1.1 will be a commercial development site. Legal access to both lots will be gained through Santa Fe Avenue. The attached figure illustrates the proposed future design of the new subdivision and Riverwalk expansion. 131 Mechanic Street and 175 S. Santa Fe Avenue were acquired by the City from Ferguson Plumbing recently and 209 S. Santa Fe was deeded to the City by the Pueblo Urban Renewal Authority in 2001 for the purposes of expanding the riverwalk channel.

This subdivision will contain the vacated rights of way for Mechanic Street, Richmond Avenue and a 20' alley. The Mechanic and Richmond Avenue vacated rights of way will retain a reservation as a public utility easement. The southernly portion of Mechanic Street will retain a reservation as a public utility easement and sanitary sewer easement. The 20' alley will retain a reservation for sewer and public utility easement, all reserved easements on all three vacated rights of way will be vacated and terminated with the removal of said utilities.

The proposed project has been identified since 2010 and consists of extending the river channel approximately 320 feet to the north and east. The channel will terminate with a bulb adjacent to Santa Fe Avenue and house a ten-foot sidewalk landscaping, and greenspace, and paved parking.

The City will maintain access for deliveries to the rear of the convention center on the vacated portions of Mechanic Street, the exact wording will be resolved before the subdivision goes to City Council.

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	None
Plat Deficiencies:	See conditions
Conditions of Approval (all conditions must be addressed prior to City Council review):	1. The vacation plats will need to have specific reservations for access and the reservation language will be finalized prior to being placed on city council agenda. Joe Martellaro, Associate Engineer II, email dated March 5, 2024.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The site is currently portions of streets, alleys, Ferguson Plumbing light industrial business building and an industrial storage yard, recently vacated and a vacant city owned parcel.

❑ **Neighborhood Compatibility:**

North	S-1, Governmental Use District developed with the Pueblo Convention Center
East	I-3 & B-4, Heavy Industrial and Central business Districts developed with light industrial buildings and a hotel.
South	S-1 & I-3, Government Use District/ Industrial Zone District, developed City Transit Building and private theatre
West	S-1 & I-3, Government Use District, developed with the Riverwalk channel and associated uses

❑ **Comprehensive Plan Compliance:**

- ❑ The area proposed to be rezoned is designated as Downtown Mixed Use by the "Pueblo Regional Comprehensive Plan, 2022." According to the Comprehensive Plan, the primary land uses in this

district are offices, retail, higher density residential and public and uses. Downtown Mixed-Use supporting land uses include cultural facilities, civic /government facilities, offices light manufacturing, plazas, pocket parks, and other public uses. The proposed subdivision conforms to the Downtown mixed Use Land Use Category as it will introduce the extension of public plaza and park space and create space for future potential retail/commercial space as well as reassemble difficult to develop portions of three different subdivisions and outdated rights of way.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

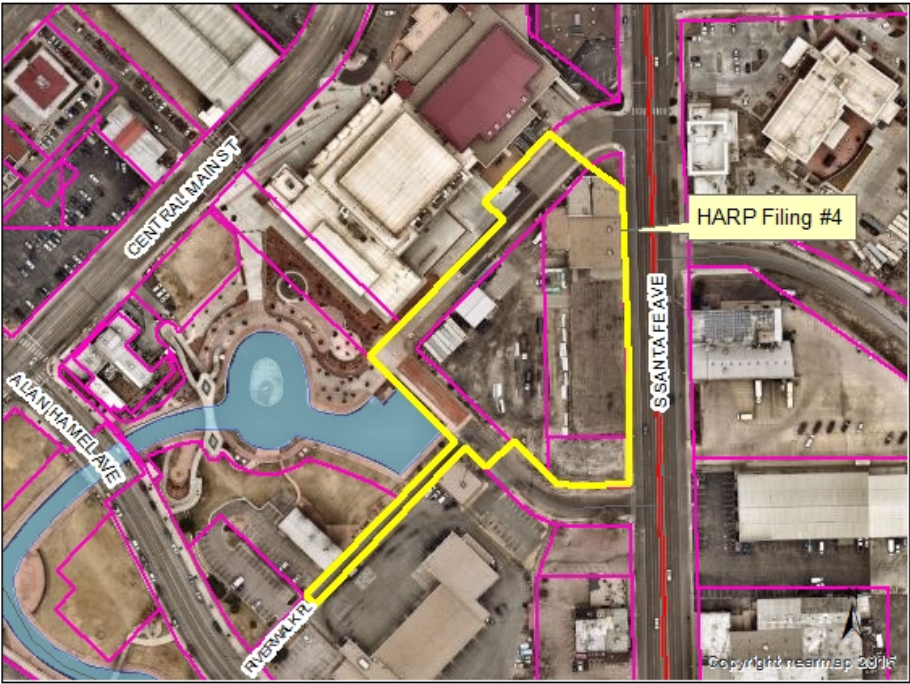
- All lots will be zoned S-1 and be over an acre, far above the minimum lot size of most zone districts in the city. The large lots are adequate to serve the purposes of extending the riverwalk channel and providing parking and potential future development sites.

REFERRAL AGENCIES AND COMMENTS:

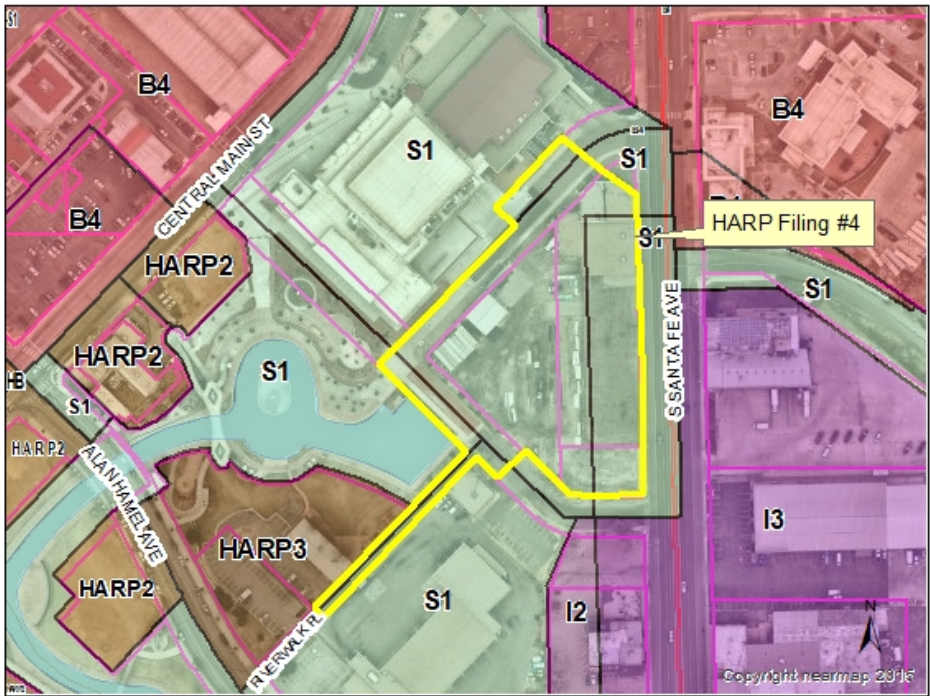
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| • City Public Works | “The vacation plats will need to have specific reservations for access and the reservation language will be finalized prior to being placed on city council agenda. Joe Martellaro”, Associate Engineer II, email dated March 5, 2024. |
| • 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 | January 16, 2024 email from Teresa Guagliardo, no conditions. |

ATTACHMENTS:

- Aerial Photograph
- Zoning Map
- Comprehensive Plan Map
- Public Notice & Site Photos
- Application and Supporting Documents

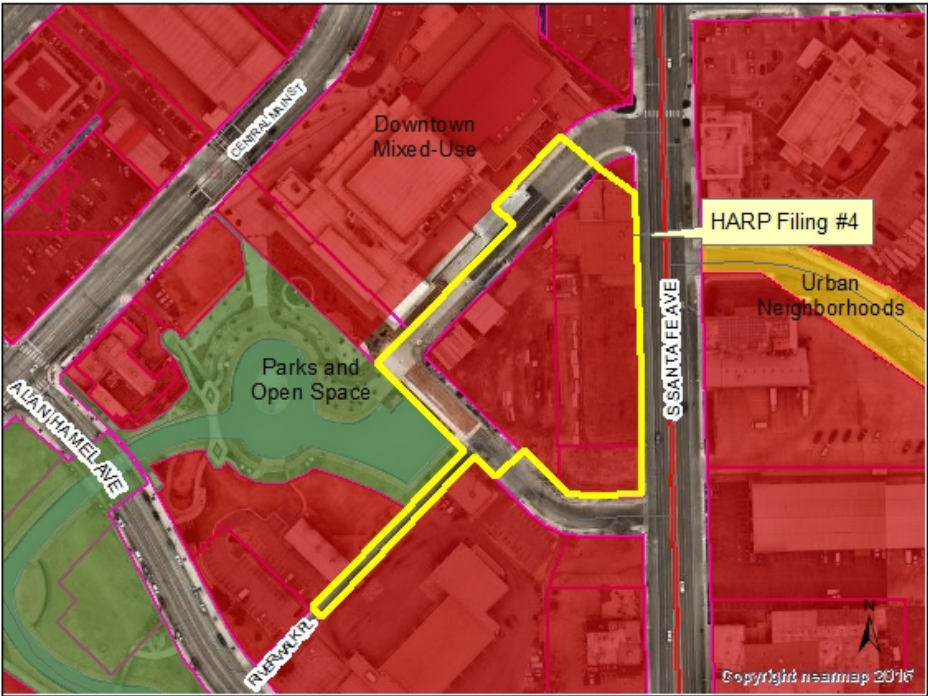


A. Aerial map



B. Zoning map

C. Comprehensive Plan Map



Future Land Use Map



D. Site Photos & Public Notice



Overview of the proposed subdivision area

E. SRC memo, application and attachments

F. Supporting Documents

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: March 6, 2024
Subject: V-23-04 HARP Vacations Filing #4, S-23-06 HARP Filing #4 Subdivision

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following conditions, which must be satisfied prior to City Council review:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Yes
Plat Deficiencies:	See Conditions
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. The vacation plats will need to have specific reservations for access and the reservation language will be finalized prior to being placed on city council agenda. Joe Martellaro, Associate Engineer II, email dated March 5, 2024.

Case No. _____

SUBDIVISION APPLICATION**Attachments: Subdivision Submittal Checklist - Part I ☒****Subdivision Submittal Checklist - Part II ☐**

DATE OF APPLICATION: 5/8/2023		
SUBDIVISION NAME: Historic Arkansas Riverwalk Project, Filing Four		
PROPERTY OWNER: City of Pueblo		
ADDRESS: 200 South Main Street, Pueblo, CO 81003		
TELEPHONE:	FAX:	E-MAIL:
SUBDIVIDER (if different than property owner):		
ADDRESS:		
TELEPHONE:	FAX:	E-MAIL:
ENGINEERING FIRM: n/a		
ADDRESS:		
TELEPHONE:	FAX:	E-MAIL:
PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE:		P.E. #
SURVEYING FIRM: Edward-James Surveying, Inc.		
ADDRESS: 4732 Eagleridge Circle, Pueblo, CO 81008		
TELEPHONE: 719-545-6240	FAX: 719-545-6247	E-MAIL: edwardf@ejsurveying.com
PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE: Edward Fisher		P.L.S. # 38042

A Master Development Plan must be approved by the Planning & Zoning Commission prior to the submission of a subdivision plat for any tract of land that constitutes a part of a larger tract of land owned or controlled by the Subdivider 12-4-5 (a)(1) Municipal Code.

If the proposed subdivision includes a Special Area Plan, the applicant must meet with the Subdivision Review Committee prior to submittal of an application for Subdivision.

I hereby certify that I am the owner or acting as agent for the owner pursuant to a valid Power of Attorney from the owner of the property affected by this application for subdivision, that the information contained in the application documents is true and correct to the best of my knowledge, and that the professional consultants identified herein are hereby authorized to act on my behalf on all matters within their technical discipline pertaining to this application.

Property Owner/Agent



Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Property Owner Affidavit

Please type or **print** clearly. Illegible applications will not be accepted.

Property Owner:			
Name: <u>City of Pueblo</u>		Company:	
Address: <u>200 S. Main St.</u>			
City: <u>Pueblo</u>		State: <u>Co</u>	Zip: <u>81003</u>
Phone: <u>719-553-2655</u>		Email: <u>Cityadmin@pueblo.us</u>	
Applicant:			
Name: <u>Edward Fisher</u>		Company: <u>Edward-James Surveying Inc</u>	
Phone: <u>719-545-6240</u>		Email: <u>edwardfe@jssurveying.com</u>	
Property Address: <u>HARP - 175 S. Santa Fe Avenue</u>			

I, Nicholas Gradisar, hereby state that I am the owner of record of the property located at HARP - 175 S. Santa Fe Avenue, Pueblo, Colorado, and further acknowledge that by signing this affidavit I authorize the submission of an application for a Vacation Harp Streets + Alley at said location.
(application type)

Nicholas Gradisar 5-1-2020
Signature of Property Owner Date

HISTORIC ARKANSAS RIVERWALK PROJECT, FILING FOUR
A RESUBDIVISION OF PORTIONS OF CENTRAL PUEBLO, MOORES SUBDIVISION
AND HOBSON'S SUBDIVISION AMENDED
AND A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20, SOUTH RANGE 65 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION.

THE DEDICATED HEREIN REPRESENTS THAT THE CITY OF PUEBLO, A MUNICIPAL CORPORATION BEING THE LOCAL GOVERNMENT OF THE FOLLOWING DESCRIBED PROPERTY.

LEGAL DESCRIPTION.

THE FOLLOWING DESCRIBED PROPERTY, BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20, SOUTH RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED PROPERTY, BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20, SOUTH RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

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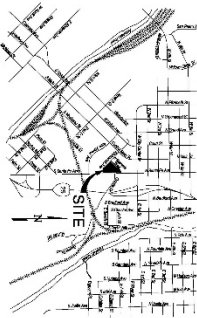
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DATA SOURCE:
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NOTICE.

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, COLORADO, IS SUBJECT TO THE CITY OF PUEBLO, COLORADO, BEING SATISFIED THAT THE FOLLOWING DESCRIBED PROPERTY, BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20, SOUTH RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

SEVERITY STATEMENT.

THE FOLLOWING DESCRIBED PROPERTY, BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20, SOUTH RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

IMPROVEMENT CERTIFICATION.

THE FOLLOWING DESCRIBED PROPERTY, BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20, SOUTH RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

PLANNING COMMISSION CERTIFICATION.

THE FOLLOWING DESCRIBED PROPERTY, BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20, SOUTH RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

APPROVAL FOR RECORDING.

THE FOLLOWING DESCRIBED PROPERTY, BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20, SOUTH RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

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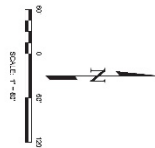
EDWARD JAMES SURVEYING, INC.	
525 Elkhorn Drive Colorado Springs, CO 80907 Office: (719) 545-5343 Fax: (719) 576-1206	4732 Englebridge Circle Pueblo, CO 81008 Office: (719) 545-5343 Fax: (719) 545-6247

NO.	REVISIONS	DESCRIPTION	DATE
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DATE	BY	REVIEWED	DATE
2023-06-20	EDWARD JAMES SURVEYING, INC.		
2023-06-20	EDWARD JAMES SURVEYING, INC.		
2023-06-20	EDWARD JAMES SURVEYING, INC.		
2023-06-20	EDWARD JAMES SURVEYING, INC.		
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HISTORIC ARKANSAS RIVERWALK PROJECT, FILING FOUR PLAT
BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20, SOUTH RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

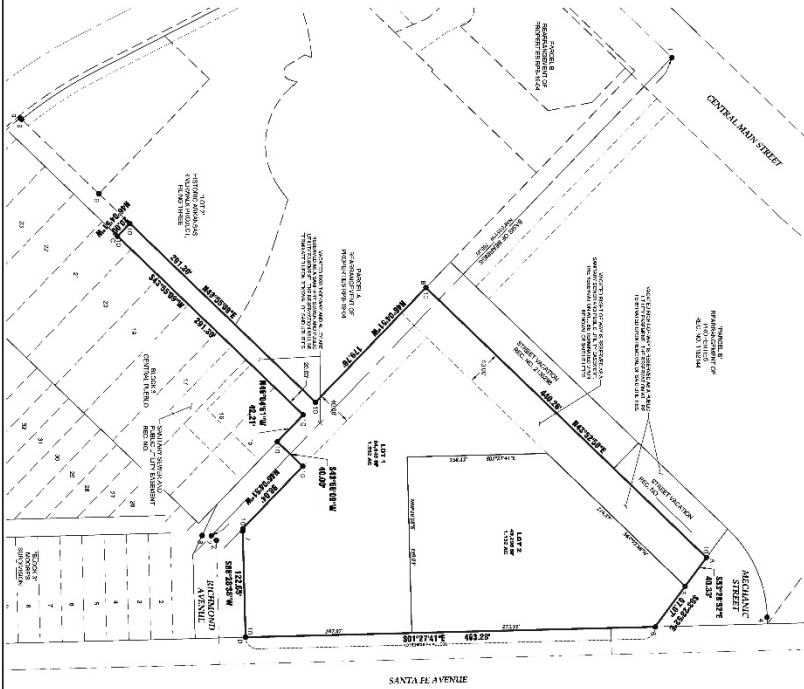
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OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



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	NAD 83 COLORADO STATE PLANE SOUTH	
POINT NO.	NORTHING	EASTING
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B	1583402.78	3255964.13
C	1583054.45	3255905.97
D	1583168.93	3256359.35

[illegible]

REVISIONS		
NO.	DESCRIPTION	DATE

**EDWARD-JAMES
SURVEYING, INC.**

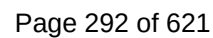
926 Elton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6249
Fax: (719) 545-6247



BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 84 WEST
AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

ORDER BY	JMP
CHECKED BY	ERC
HS-CALL	4" x 5"
LOG NO.	2396-D
DATE CHARGED	2/20/2022
DATE ISSUED	
SHEET NO	2 OF 2



**COLORADO****Department of Transportation**

Region 2 Permits

5615 Wills Blvd, Suite A
Pueblo, CO 81008-2349

January 16, 2024

US 050C/MP 0.40 (NR-C)
City of Pueblo

Wade Broadhead, Land Use Planner (wbroadhead@pueblo.us)
City of Pueblo Planning and Community Development Department
211 East D Street
Pueblo, CO 81003

RE: HARP Filing 4 Subdivision _ Second Review
S-23-09 and V-23-04

Dear Wade Broadhead,

I am in receipt of a referral request for comments regarding HARP Filing 4 Subdivision in Pueblo. The subdivision and vacation plats are being prepared in preparation for the HARP Boathouse and Riverwalk Expansion. The Historic Arkansas Riverwalk of Pueblo is proposing to extend the existing channel and construct site improvements to the 1.9-acre site. The project proposes to add a new boathouse at the existing end of the channel and will extend the channel approximately 300 feet to the northeast, ending near US 50 Business (Santa Fe Avenue). After review of all submitted documentation, we have the following comments:

- CDOT has no comments regarding the subdivision plat or vacation plats.
- Our comments from the letter dated September 8, 2024 regarding the HARP Boathouse and Riverwalk Expansion (GU-23-04 and C-23-18) remain the same. The previous comments were:
 - CDOT access permits will be required for the following accesses with the City of Pueblo being the Permittee:
 - Mechanic Street (City Street)
 - Richmond Avenue (City Street)
 - Removal of the access to the existing Ferguson Plumbing Supply parking lot (property is owned by the City of Pueblo)
 - A Traffic Memo shall be submitted detailing the traffic volumes, including Peak Hour, for the two City streets (Mechanic Street and Richmond Avenue).
 - A Utility Permit will be required for the utility work being proposed on US 50 Business right-of-way. Please see below for more information.

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 Gabe Martinez at (719) 251-7830 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. Martinez.

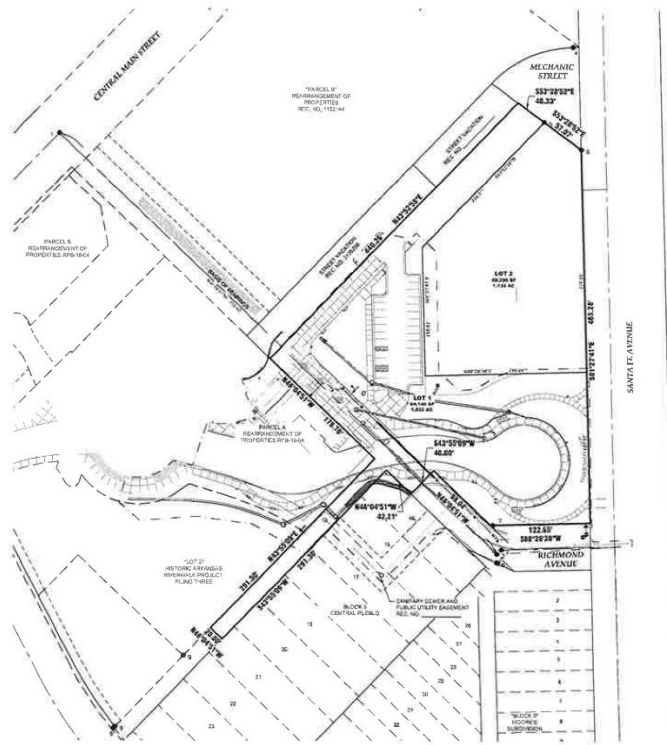
Please contact me at (719) 546-5440 or teresa.guagliardo@state.co.us with any questions.

Sincerely,

Teresa Guagliardo
CDOT R2 Access Management

Xc: Lancaster/file





February 23, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **The City of Pueblo** for approval of the following applications at 175 S. Santa Fe Ave

S-23-06 HARP Filing Four: a resubdivision of portions of Central Pueblo, Moores Subdivision and Hobson’s Subdivision Amended into two lots.
V-23-04 HARP Filing Place Subdivision: a vacation of portions of Mechanic Street (12,536 sq. ft. in the Central Pueblo and Hobsons Amended Subdivision, and Richmond Ave. (8,080 sq. ft.) and portions of a 20’ alley in the Central Pueblo Subdivision (5,826 sq. ft).

The Planning and Zoning Commission meeting will be held on **March 13, 2024, at 3:30 p.m.** in City Council Chambers, 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually.**
Join by computer, smartphone app, or dial by phone: +1 346 248 7799 or +1 253 215 8782
Meeting ID: 927 1786 7722 Passcode: 195462
<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbmlCdHRrUHNfZnpPWG1Ydz09>
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 call the number below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By Wade Broadhead, Sr. Planner
(719) 553-2280

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Scott Hobson, Acting Director
Planning & Community Development
By Wade Broadhead, Sr. Planner
(719) 553-2280

CASE NUMBER: V-23-04 and S-23-06

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Vacation and Subdivision: 175 S. Santa Fe Ave. 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 and Subdivision is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

February 23, 2024

(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 Vacation and Subdivision, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 23, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Owr	OwnerZip
LOT 1 LLC	112 W D ST	PUEBLO	CO	81003-3461
MB-PUEBLO LAND (RHH) LLC	1245 BRICKYARD RD STE 230	SALT LAKE	UT	84106
LOCCO LLC	125 S SANTA FE AVE	PUEBLO	CO	81003-4218
COLORADO DEPARTMENT OF TRANSPORTATI	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
AVKE INC	4308 ST ANDREWS DR	PUEBLO	CO	81001-1165
BLAZER LEASING LLC	435 ARGYLE AVE	PUEBLO	CO	81004-1012
PATTI JUDITH H	6618 E LOWRY BLVD UNIT 309	DENVER	CO	80230-6916
PATTI PROPERTY LLC	95 S KEARNEY ST	DENVER	CO	80220
E + W INVESTMENT LLC + C/O WALTER LIND ,	PO BOX 849	COLORADC	CO	80901-0849
SANTA FE 250 LLC + C/O WALTER LIND ,	PO BOX 849	COLORADC	CO	80901-0849

OwnerCount

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**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: July 22, 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 ADOPTING THE CITY OF PUEBLO'S 2024-2025 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

SUMMARY:

This Ordinance approves the 2024-2025 Action Plan as presented. The Action Plan contains the funding recommendations made by the Citizens' Advisory Committee (CAC) and Staff.

PREVIOUS COUNCIL ACTION:

The City Council has not taken any previous action on this matter.

BACKGROUND:

As an entitlement city, the City of Pueblo is required by the U.S. Department of Housing and Urban Development (HUD) to complete an Annual Action Plan for each of the years of the Consolidated Plan. This Action Plan and the accompanying documentation serve as the City's application to HUD for the 2024-2025 Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grant (HOME). This is the last Action Plan under the 2020-2024 Five-Year Consolidated Plan.

A public meeting was held to receive citizen input and to hear applicant presentations on July 18, 2023. HUD CPD Notice 24-01 requested the annual action plan not be

submitted prior to the publication of the grantees FY24 allocation on May 6, 2024. The notice of the availability of the 2024 Annual Action Plan was published on June 23, 2024 and made available to the public for review on June 24, 2024, formally opening the public comment period for thirty-days. Public meetings were held on June 27, 2024 and July 11, 2024. Copies were available at the City Clerk's Office, the Rawlings Library, the Division of Housing and Citizen Services (Department), and the City's website.

FINANCIAL IMPLICATIONS:

The City anticipates receiving \$1,453,413.00 in CDBG funding and \$ 880,344.00 in HOME Consortium grant funding. The HOME Consortium grant is shared with Pueblo County on an 87%/13% City/County basis. The HOME grant requires a 25% match. The City's portion this year is \$176,620.00.

BOARD/COMMISSION RECOMMENDATION:

The Citizens Advisory Committee (CAC) has recommended that the City Council approve the activities outlined in the 2024-2025 Action Plan and presented its recommendations to Council during Work Session on September 11, 2023.

STAKEHOLDER PROCESS:

The following stakeholder processes were undertaken by the Department. Starting May 1, 2023 through May 31, 2023, applications for grant funding were made available to the community. Public hearings were held before the CAC on July 18, 2023. The public hearings were open for public comments, and for funding applicants to present their requests to the CAC. The CAC deliberations were held on August 9, 2023. This was an open meeting, but opportunity for public comment is not provided. The 30-day comment period began June 24, 2024, with the publication of a public notice in The Pueblo Chieftain on June 23, 2024.

ALTERNATIVES:

The City Council can choose to not apply for the CDBG and HOME grants, in which case a number of community services and community projects will need to find alternative funding.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2024 AAP V1
2. 2024 Final Attachement A
3. 2024 SF-424 CDBG
4. SF424D-CDBG
5. 2024 SF-424 HOME
6. SF424D-HOME

ORDINANCE NO.

AN ORDINANCE APPROVING AND ADOPTING THE CITY OF PUEBLO'S 2024-2025 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

WHEREAS, the City of Pueblo is designated as an entitlement city under the Housing and Community Development Act of 1974, and will receive Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grants (HOME) for fiscal year 2024; and

WHEREAS, the City of Pueblo conducted a citizen participation process that included two public hearings within the City of Pueblo in addition to a third public hearing before City Council to obtain the views of citizens, non-profit and neighborhood groups on the City's housing and community needs; NOW, THEREFORE,

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

SECTION 1.

The City Council hereby finds and determines that the City of Pueblo's 2024-2025 Action Plan listing projects and programs for funding from CDBG and HOME federal funds has been developed to give maximum feasible priority to activities which will benefit low- to moderate-income families and/or aid in the prevention or elimination of slum and blight, as required by HUD, and is hereby approved, adopted, and incorporated herein.

SECTION 2.

The Mayor is hereby authorized to submit, in the name of the City of Pueblo, the applications (SF-424/SF-424D) and the 2024-2025 Action Plan, together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development for \$1,453,413.00 in 2024 CDBG funds and \$880,344.00 in 2024 HOME funds.

SECTION 3.

CDBG funds in the amount of \$1,453,413.00 and HOME funds in the amount of \$880,344.00, the 2024 allocation, are hereby budgeted and appropriated for the projects and in the amounts set forth in the 2024-2025 Action Plan. A list of the recommended projects is herein included as Attachment A.

SECTION 4.

The HOME Program requires local matching funds. The City's portion of matching funds for the 2024-2025 year is \$176,620.00. During the 2024 budget process, \$200,000.00 was budgeted and appropriated for the HOME match.

SECTION 5.

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 6.

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 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



2024 ANNUAL ACTION PLAN

City of Pueblo and the Pueblo Consortium

DRAFT FOR PUBLIC DISPLAY

June 24, 2024 through July 26, 2024

Annual Action Plan
2024

1

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Pueblo is part of the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program. The City and Pueblo County work together as a Consortium within the HOME Investment Partnerships Program.

As an entitlement community under the CDBG Program, the City of Pueblo must prepare an Annual Plan to implement federal programs that fund housing, community development, and economic development. This Plan covers FY 2024 (March 1, 2024, through February 28, 2025). Following a 30-day comment period, the city will submit the Plan for approval by the U.S. Department of Housing and Urban Development.

The Annual Action Plan aims to guide federal funding decisions in Pueblo. The Plan is centered around three main goals:

1. Provide decent housing by preserving affordable housing, increasing its availability, reducing discriminatory barriers, and aiding homeless individuals and families.
2. Develop a suitable living environment by improving neighborhoods, integrating low- and moderate-income residents throughout the city, and reinvesting in deteriorating communities.
3. Expand economic opportunities through job creation, homeownership opportunities, and activities that promote long-term community viability.

The primary priority for using federal funds is to increase self-sufficiency and economic opportunity for lower-income residents and individuals with special needs.

The City of Pueblo expects to receive the following federal resources in FY 2024:

- Community Development Block Grant funds: \$1,453,413
- HOME Investment Partnership funds: \$880,344

The goals and results outlined in the 2024 Annual Action Plan are connected to the 2020-2024 Consolidated Plan's Strategic Plan. The planned activities aim to meet the City's needs using CDBG and HOME funds and concentrate on offering affordable housing, improving living conditions, and enhancing economic prospects. The results of these activities will demonstrate the advantages of each funded program.

All activities in Pueblo will support at least one objective and one outcome. The priorities identified in the 2020-2024 Consolidated Plan include affordable housing, public services, public infrastructure and

facilities, economic development, community revitalization, fair housing education and outreach, and administration and planning.

2. Summarize the objectives and outcomes identified in the Plan

The goals and results outlined in the 2024 Annual Action Plan are connected to the 2020-2024 Consolidated Plan's Strategic Plan. The planned activities aim to meet the City's needs using CDBG and HOME funds and concentrate on offering affordable housing, improving living conditions, and enhancing economic prospects. The results of these activities will demonstrate the advantages of each funded program.

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3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The evaluation of past performance covers the period from March 1, 2023, through February 28, 2024. The City's past performance based on the Consolidated Annual Performance and Evaluation Report (CAPER) highlighted accomplishments achieved through the expenditure of CDBG, CDBG-CV, and HOME funds. It also mentioned areas where the City fell short of its program year goals.

4. Summary of Citizen Participation Process and consultation process

Summary of citizen participation is included in section AP-12 of this plan.

5. Summary of public comments

Outside of the applicants' grant request, the reason for their request, and their presentations to the Citizen's Advisory Committee, no additional comment was received.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were excluded from the preparation of the 2024 Annual Action Plan.

7. Summary

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
Participating Jurisdiction		Scott Hobson, Acting Director	City of Pueblo, Department of Planning and Community Development
CDBG Administrator	PUEBLO	Department of Planning and Community Development	
HOME Administrator	PUEBLO	Department of Planning and Community Development	

Table 1 – Responsible Agencies

Narrative

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administering each grant program and funding source.

The City of Pueblo's Division of Housing and Citizen Services within the Department of Planning and Community Development administers the CDBG grant. The City of Pueblo and Pueblo County participate as a Consortium within the HOME Investment Partnerships Program (HOME). As the participating jurisdiction, the City of Pueblo undertakes all monitoring and reporting on behalf of Pueblo County. Pueblo County undertakes its affordable housing programs.

Consolidated Plan Public Contact Information

Annual Action Plan
2024

4

Bryan Gallagher, Administrator

City of Pueblo Division of Housing and Citizen Services

2631 E. 4th Street

Pueblo, CO 81001

Phone: 719-553-2850

Email: housing@pueblo.us

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Pueblo's Division of Housing and Citizen Services created an outreach program to gather input from a wide range of stakeholders. The program involved public meetings, published meeting notices, and stakeholder/focus group meetings designed to involve a diverse group of stakeholders and city residents in line with the Citizen Participation Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

It is becoming increasingly important to have meaningful collaboration in the development and implementation of housing and community development programs. Rising costs are stretching the federal resources allocated to these programs. Collaborating with housing and service providers helps the city maximize the benefits of its investments. It ensures that these investments strategically address both short-term needs and long-term goals. The Division of Housing and Citizen Services regularly consults with human services agencies, housing development organizations, and municipal departments throughout the program year.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Pueblo is part of the statewide State Continuum of Care and receives funding through the statewide balance. Locally, Pueblo is represented at the State Continuum of Care by housing and service providers who work to meet the needs of people experiencing homelessness and strive to find a local solution to end homelessness. The city regularly communicates with housing and service providers.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Pueblo does not receive or administer ESG Funds. The City of Pueblo met with the Continuum of Care (COC) during the consultation process to coordinate between government, mental health, and other service agencies, and the Consolidated Plan reflects paired goals and objectives.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	POSADA, INC.
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Division of Housing and Citizen Services consulted with the agency throughout the year during large, coordinated meetings, one-on-one meetings, and while monitoring ongoing projects. The expected outcome was to coordinate funding to enable the agency and other complementing agencies to address the homeless issues within the city.
2	Agency/Group/Organization	Pueblo Rescue Mission
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Division of Housing and Citizen Services consulted with the agency throughout the year during large, coordinated meetings, one-on-one meetings, and during monitoring reviews of ongoing projects. The anticipated outcome was coordinating with the agency to serve the homeless community.

3	Agency/Group/Organization	SRDA Pueblo, Inc.
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Division of Housing and Citizen Services consulted with the agency one-on-one and during the monitoring review of ongoing projects. The anticipated outcome was the coordination of funding to allow the agency to address issues affecting elderly citizens within the city.
4	Agency/Group/Organization	Colorado Legal Services
	Agency/Group/Organization Type	Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Eviction Prevention
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Division of Housing and Citizen Services consulted with the agency for one-on-one consultations and coordinated intergovernmental agency consultations. The goal of the consultation was to coordinate funding and develop wraparound services to keep families housed.
5	Agency/Group/Organization	Housing Authority of the City of Pueblo
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-homeless

	What section of the Plan was addressed by Consultation?	Public Housing Needs Homelessness Strategy Housing Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Division of Housing and Citizen Services consulted with the agency throughout the year during one-on-one meetings and monitoring reviews of ongoing projects. The anticipated outcome was the production of additional units and the coordination of LIHTC funding.

Identify any Agency Types not consulted and provide rationale for not consulting

No agencies were excluded from consolidation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Health Solutions	The CoC was consulted during the development of the Strategic Plan; the CoC's goals were incorporated into the plan.

Table 3 – Other local / regional / federal planning efforts

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

- 1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comment received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper April 25, 2023	General Public	Notice of funding availability open from May 1, 2023 through May 31, 2023	Applications for programs and projects included in this 2024 AAP	All applications were accepted; not all applications were able to be funded.	Link and applications on City's Home Page
2	Newspaper April 25, 2023	Spanish Speaking	Notice of funding availability open from May 1, 2023 through May 31, 2023	None	None	
3	Public Hearing 7/18/2023	General Public	A public hearing held in City Council Chambers following the grant request presentation	None	None	
4	City Council Work Session 9/11/2023	Televised	Televised and replayed for two weeks on the City Gov. Channel 17	None	None	
5	Newspaper 6/24/2024	General Public	2024 Draft Annual Action Plan Available for Inspection	TBD	TBD	Posted on City's Home Page
6	Newspaper 6/24/2024	Spanish Speaking	2024 Draft Annual Action Plan Available for Inspection	TBD	TBD	
7	Public Meeting	June 27, 2024	1 st Public Meeting for 2024 AAP, 2631 e 4 th Street, Pueblo, CO 81001 @ 3:00pm	TBD	TBD	
8	Public Meeting	July , 2024	2 nd Public Meeting for 2024 AAP, 2631 e 4 th Street, Pueblo, CO 81001 @ 3:00pm	TBD	TBD	
9	City Council Meeting; 8/12/24	General Public	Authorization of 2024 Annual Action Plan Ordinance	TBD	TBD	

Table 4 – Citizen Participation Outreach

Annual Action Plan
2024

11

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation:	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	HUD	Community Development	\$ 1,453,413	-0-	-0-	\$1,453,413	-0-	This is the final year of the 2020-2024 Consolidated Plan
HOME	HUD	Housing	\$ 880,344	-0-	-0-	\$ 880,344	-0-	This is the final year of the 2020-2024 Consolidated Plan

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds will leverage funds in the Public Service sector. Combined with \$950,000 in local funds from the City and Pueblo County, the CDBG funds will be leveraged by the non-profits to fund the services utilized within the community. HOME funds will be leveraged with other capital stack investments to create housing units in partnership with the community and investors.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has acquired a property at 1302 E 5th Street, Pueblo, CO 81001 using ARPA funds, the property will be developed into affordable housing. Through a grant received by the Colorado Housing Finance Authority a preliminary design is being developed for potential investors.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Planning and administration of federal programs	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide Countywide	Administration and Planning	\$378,034	Planning and administration for the successful implementation of CDBG and HOME programs.
2	Improve and maintain public infrastructure and fac	2020	2024	Non-Housing Community Development	Citywide	Public Infrastructure and Facilities	\$766,250	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 597 Persons Assisted
3	Provide housing and services to homeless/ near	2020	2024	Affordable Housing Homeless	Citywide	Public Services including Services for Homeless	\$133,745	Public service activities other than Low/Moderate Income Housing Benefit: 875 Persons Assisted
4	Preserve existing affordable units (rehab)	2020	2024	Affordable Housing	Citywide	Affordable Housing	\$183,413	Homeowner Housing Rehabilitated: 23 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	New construction of affordable housing	2020	2024	Affordable Housing	Citywide Countywide	Affordable Housing	\$792,310	Rental units constructed: 4 Household Housing Unit Homeowner Housing Added: 1 Household Housing Unit
6	Provide public services to non-homeless population	2020	2024	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services including Services for Homeless	\$80,005	Public service activities other than Low/Moderate Income Housing Benefit: 368 Persons Assisted

Table 3 – Goals Summary

Goal Descriptions

1	Goal Name	Planning and administration of federal programs
	Goal Description	Planning and administration for the successful implementation of CDBG and HOME programs.
2	Goal Name	Improve and maintain public infrastructure and fac
	Goal Description	Public facilities include neighborhood, parks/recreation, parking, senior and youth, childcare, job training, cultural, non-residential historic preservation, and homeless facilities. Public infrastructure includes: • Street and sidewalk improvements. • Lighting and streetscaping. • Water and sewer improvements. • Flood drainage improvements. • Solid waste management improvements.
3	Goal Name	Provide housing and services to homeless/ near
	Goal Description	Housing and services for the homeless and near homeless include outreach, emergency, transitional, and permanent supportive housing, Rapid Re-Housing, supporting services, and rental assistance.
4	Goal Name	Preserve existing affordable units (rehab)
	Goal Description	Rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead-based paint abatement; minor housing repairs; and preservation of affordable units.

5	Goal Name	New construction of affordable housing
	Goal Description	New construction of affordable housing units.
6	Goal Name	Provide public services to non-homeless population
	Goal Description	Other public services that are needed include housing and services for persons with HIV/AIDS; services for persons with physical, developmental, and intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; crime awareness and prevention programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy.

AP-35 Projects - 91.420, 91.220(d)

Introduction

Introduction

The following is a list of the planned projects the City will fund with CDBG and HOME funds.

Project Name

#	Project Name
1	CD2401 Administration
2	CD2402 Homeless Prevention
3	CD2403 Homeless Supportive Services
4	CD2404 Homeless Youth Services
5	CD2405 It's All About Being a Teen
6	CD2406 SRDA Senior Transportation
7	CD2407 Crystal Place Sidewalk Replacement
8	CD2408 Grove Neighborhood Infrastructure Improvements
9	CD2409 ADA Curb Project I
10	CD2410 ADA Curb Ramps Project II
11	CD2411 Emergency Repair and Essential Services Program for Seniors
12	CD2412 Minor Repairs Program
13	CD2413 Housing Rehabilitation Program
14	CD2414 Eastside Child Care Improvements
15	CD2415 Posada Parking Lot Improvements
16	HO2410 - City HOME Administration
17	HO2420 Pueblo County HOME Administration
18	HO2430 - Pueblo County Housing Programs
19	HO2440 Community Development Housing Organization Project
20	HO2450 - City Housing Programs

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Applications received from the general public and service providers were scored by the Citizen's Advisory Committee. Based on a standardized scoring rubric designed to align with the needs and priorities identified in the Consolidated Plan, the Committee scored and ranked each application with the application's ability to address goals established in the Consolidated Plan. Funding was awarded to the highest ranked applications until all funding was allocated.

AP-38 Project Summary
Project Summary Information

1	Project Name	CD2401 Administration
	Target Area	Citywide Countywide
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	\$290,000
	Description	Administrative and planning activities associated with the CDBG program, fair housing education, and outreach.
	Target Date	2/28/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A – Administration Activity
	Location Description	Administration of the grant funds will occur at 2631 E 4th Street, Pueblo, CO 81001 (CT11, BLK1)
2	Planned Activities	Administrative and planning activities associated with the CDBG program and fair housing education and outreach.
	Project Name	CD2402 Homeless Prevention
	Target Area	Citywide
	Goals Supported	Provide housing and services to homeless/ near
	Needs Addressed	Public Services including Services for Homeless
	Funding	\$ 23,745
	Description	The funding will assist low-income families with their monthly rent and provide them with case management services in financial emergencies. This support aims to help families manage and maintain a budget, increase their income, and reduce the risk of homelessness.
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Up to 25 individuals and families will benefit from the proposed activity.
	Location Description	Services provided at 501 Belmont Avenue, Pueblo, CO (CT18, BLK 1)

	Planned Activities	Provide case management and one-time subsistence payment for rent or mortgage arrears, including utilities covering up to a (3) month period.
3	Project Name	CD2403 Homeless Supportive Services
	Target Area	Citywide
	Goals Supported	Provide housing and services to homeless/ near
	Needs Addressed	Public Services including Services for Homeless
	Funding	\$75,000
	Description	Funding will provide supportive services to low-income, newly unemployed, and homeless families and individuals. Supportive services include comprehensive case management services, basic needs assistance, and referrals and support.
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Provide service and case management to 750 unduplicated individuals over the year.
	Location Description	Services offered at 501 Belmont Ave, Pueblo, CO 81004 (CT18, BLK 1)
	Planned Activities	Supportive services include comprehensive case management services, basic needs assistance and referrals and support.
4	Project Name	CD2404 Homeless Youth Services
	Target Area	Citywide
	Goals Supported	Provide housing and services to homeless/ near
	Needs Addressed	Public Services including Services for Homeless
	Funding	\$35,000
	Description	The funding will provide case management and services for homeless youth, including emergency shelter, transitional housing, supportive services, basic services, transportation, assistance with obtaining IDs and birth certificates, reunification support, case management in collaboration with housing, education, employment services, life skills classes, and supplies.
	Target Date	12/31/2025

	Estimate the number and type of families that will benefit from the proposed activities	Provide service and case management to 100 unduplicated individuals (Youth 18-25) over the year.100 Individuals (Youth 18-25) will benefit from the activity.
	Location Description	Services offered at 501 Belmont Ave, Pueblo, CO 81004 (CT18, BLK 1)
	Planned Activities	Funding will be used for the provision of case management and services for homeless youth, including emergency shelter, transitional housing supportive services, basic services, transportation, assistance with IDs and birth certificates, reunification, case management in conjunction with housing, education and employment services, life skills classes, and supplies for the homeless youth.
5	Project Name	CD2405 It's All About Being a Teen
	Target Area	Citywide
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	Public Services including Services for Homeless
	Funding	\$50,005

	Description	Catholic Charities of Southern Colorado (CCSoCo) will utilize funding for the agency's All About Being a Teen program. It's All About Being a Teen (IAABAT) is a dynamic interactive class designed to increase positive self-worth, personal empowerment, self-discipline, empathy, healthy attachments, and resilient-protective behaviors. Many of the families we serve have backgrounds rooted in trauma, poverty, gender and racial disparities, and limited access to resources. These characteristics contribute to teens experiencing greater percentages of risk factors and violence. Youth violence is linked to negative health and well-being outcomes and disproportionately impacts communities of color which are very prevalent in Pueblo. Violence increases the risk for behavioral and mental health difficulties including future violence perpetration and victimization, smoking, substance use, high-risk sexual behavior, depression, academic difficulties, school dropout, and suicide. It's All About Being a Teen was developed for young people at risk of disturbed and delinquent behaviors. The lessons help this population understand, define, and choose healthy and nurturing lifestyles. Through self-report inventories, role-play, discussions, and creative expression, teens in the program will address risk factors like peer pressure and bullies, substance use, and behavioral/mental health problems. Funding will support a combination of program supplies, operational expenses, and staffing costs. Operational costs include items needed to prepare hot meals for participants prior to the class time, The staff positions which would be incorporated include the Nurturing Parenting Program Coordinator (30%), a Program Facilitator (35%), and a Youth Facilitator (50%).
	Target Date	2/28/2025
	Estimate the number and type of families that will benefit from the proposed activities	CCSoCo plans to serve 54 teens through 3 sixteen-week classes during this grant period. This is an increase of about 9-10 teens for the coming program year.
	Location Description	The project will be facilitated at 429 W. 10th Street, Pueblo, CO 81003 (CT6, BLK 1)

	Planned Activities	It's All About Being a Teen encompasses 99 lessons categorized into 15 competencies. The course will run 16 weeks, three times per year, and serve on average 18 youth per cohort for a yearly total of 54 participants. The sessions will last three hours, which will include a mealtime (a hot meal is provided preceding each class). The program only hosts one session per week because it offers adequate exposure to course materials without overloading. The teens will have the opportunity to practice what they learn through homework assignments. Our program will be held on Fridays and will not compete with school commitments. Neither of the local school districts (District 60 and District 70) hold classes on Fridays. The weekly, semester-long course will balance the needed exposure for impact with consideration for retention and keeping the target population engaged. Although it was initially designed by the evidence-based Nurturing Parenting Program as a tertiary intervention (i.e. working with individual who have already experienced maltreatment, correctional issues, etc.), for the purpose of our program and our population, we use the It's All About Being a Teen program as a secondary intervention. This means that our target population consists of teens who are at high-risk (or have increased risk factors) of experiencing maltreatment, abuse, mental health issues, correctional issues, and more. This approach takes a more preventative stance which improves chances for ultimately positive outcomes for the teens involved in the program. The target population for this program (high-risk youth) typically experiences high instances of generational poverty, gender and racial disparities, limited access to resources and education, and in many cases, trauma. CCSoco is Pueblo's designated Family Resource Center (FRC). As such, we use a Family Strengthening approach to increase protective factors and build upon the strengths of the youth and families we serve. The IAABAT program helps to increase protective factors by providing teens with opportunities to practice association with prosocial peers, gain skills and opportunities in solving problems non-violently, and build high self-esteem. Class text is individualized and developed by the participant using reflection activities as they apply the course material to their own life and values. Activities are aimed at helping teens understand their values and self-worth along with what's happening in the world and relationships around them. We have experienced tremendous success in our programs due to the inclusivity
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		of the entire family so that no one family member is struggling in a silo to work toward self-sufficiency and well-being.
6	Project Name	CD2406 SRDA Senior Transportation
	Target Area	Citywide
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	Public Services including Services for Homeless
	Funding	\$30,000
	Description	The SRDA Transportation program is planning to purchase a twelve-passenger vehicle equipped to accommodate five wheelchairs. The CDBG funding will provide 20% of the funds required to secure the vehicle, and CDOT (Colorado Department of Transportation) will provide the balance of the funds needed. This purchase is part of SRDA's vehicle replacement schedule, allowing them to replace older, higher-cost, higher-mileage vehicles in their fleet. Additionally, the funds may fuel the existing fleet providing daily service.
	Target Date	6/1/2025
	Estimate the number and type of families that will benefit from the proposed activities	314 Individuals will be served by the program.
	Location Description	The program will be operated from the SRDA facilities at 230 N. Union Avenue, Pueblo, CO 81003
	Planned Activities	The Program will provide transportation for seniors to needed appointments and essentials.
7	Project Name	CD2407 Crystal Place Sidewalk Replacement
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	\$107,500
	Description	Replace the deteriorated sidewalk and install ADA curb ramps on both sides of Crystal Place on the one-block street between Lake Avenue and the Bessemer Ditch. Improve ADA pedestrian poles/traffic signals at the intersection of Orman and Jones Avenues.
	Target Date	2/28/2025

	Estimate the number and type of families that will benefit from the proposed activities	Nineteen families will be assisted by this project.
	Location Description	Bessemer (CT25; BLK 1)
	Planned Activities	Sidewalk replacement and installation of ADA curb ramps.
8	Project Name	CD2408 Grove Neighborhood Infrastructure Improvements
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	\$153,600
	Description	Selective replace the deteriorated sidewalk and installation ADA curb ramps throughout the Grove Neighborhood.
	Target Date	5/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Twenty-five families will benefit from the project.
	Location Description	Bound by Rush, Palm, Clark, Spring, and Plum Streets between the levee and C Streets (CT35, BLK 1).
	Planned Activities	Sidewalk replacement and installation of ADA curb ramps.
9	Project Name	CD2409 ADA Curb Project I
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	\$200,000

	Description	Install ADA-compliant accessible curb ramps at street intersections and crosswalks in the Belmont neighborhood along Bonforte Blvd. The project will entail the replacement of existing curb and gutter, concrete cross pans, asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. The project may include the relocation of existing street lighting, signal lights, associated electrical boxes, and wiring. Relocation of adjacent utilities may be required to complete the proposed project.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	The project will install 10 ADA compliant curb ramps.
	Location Description	The project will replace multiple ADA curb ramps in Census Tract 9.02 BLK 1 (56.9% LMI) and Census Tract 9.04 BLK 1 (59.7% LMI).
	Planned Activities	The project will entail replacing the existing curb and gutter, 7" concrete cross pans, 4" asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. It may also include relocating existing street lighting, signal lights, associated electrical boxes, and wiring. Relocating adjacent utilities may be required to complete the proposed project.
10	Project Name	CD2410 ADA Curb Ramps Project II
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	\$200,000
	Description	Install ADA-compliant accessible curb ramps at street intersections and crosswalks throughout the City of Pueblo. Install a connecting sidewalk between ADA ramps where a sidewalk does not exist. The project will entail the replacement of existing curb and gutter, concrete cross pans, asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. The project may include relocating existing street lighting, signal lights, associated electrical boxes, and wiring. Relocation of adjacent utilities may be required to complete the proposed project.
	Target Date	12/31/2024

	Estimate the number and type of families that will benefit from the proposed activities	15 ADA Curb Ramps will be installed. The project will help the community and allow the City to comply with American's with Disabilities Act.
	Location Description	The project will replace multiple ADA curb ramps in Census Tract 9.02 BLK 1 (56.9% LMI) and Census Tract 9.04 BLK 1 (59.7% LMI)
	Planned Activities	The project will entail replacing the existing curb and gutter, 7" concrete cross pans, 4" asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. It may also include relocating existing street lighting, signal lights, associated electrical boxes, and wiring. Relocating adjacent utilities may be required to complete the proposed project.
11	Project Name	CD2411 Emergency Repair and Essential Services Program for Seniors
	Target Area	Citywide
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	\$40,000
	Description	The ERESP program is a successful emergency rehabilitation program in its 22nd year. The program has assisted over 873 senior citizens. The CDBG funds will provide emergency repairs to low-income senior households within the Pueblo City limits. ERESP provides emergency repairs for faulty plumbing, lack of water and heat, faulty electrical wiring, leaking roofs, and other emergencies. There has also been a tremendous increase in demand for accessibility modifications such as handrails, ramps, handicapped showers, and grab bars.
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Eight low to moderate income elderly household will be served by this project.
	Location Description	The project will assist participants with in the city limits.

	Planned Activities	ERESP offers emergency repairs for issues such as faulty plumbing, lack of water, heat, faulty electrical wiring, leaking roofs, and other emergencies. There has also been a significant rise in requests for accessibility modifications like handrails, ramps, handicapped showers, and grab bars.
12	Project Name	CD2412 Minor Repairs Program
	Target Area	Citywide
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	\$ 75,000
	Description	The City of Pueblo established the Minor Repair Program in 2009 to provide repair services to low- to moderate-income, owner-occupied housing. The Program can make singular-type repairs in people's homes for those who cannot afford to make the repairs themselves. The program aims to restore the services to the home, make necessary improvements to the home's habitability, and increase the home's longevity through the restoration of deferred maintenance.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	(12) Owner-occupied households will be assisted by the program through code-compliant housing repairs during the year.
	Location Description	The Program will be operated within the city limits.
13	Planned Activities	Each minor repair project is limited to \$5,000 and can cover the repair of one item in the home or one category within the home. For example, this could involve replacing an exterior door as a single item or replacing the water supply lines throughout the home as an item within the plumbing category.
	Project Name	CD2413 Housing Rehabilitation Program
	Target Area	Citywide
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	\$68,413

	Description	The project aims to offer housing rehabilitation services to low-income, owner-occupied, single-family homes. The program has a limit of \$25,000 per home. The funds can be used to repair or replace mechanical, electrical, and plumbing systems within the home. They can also cover other structural repairs or weatherization elements such as roofing, siding, painting, doors, and windows. Cosmetic items are allowed as long as they contribute to the goal of providing decent, safe, and sanitary housing.
	Target Date	2/28/2025
	Estimate the number and type of families that will benefit from the proposed activities	Three families will be assisted. Eligible applicants are homeowners within the city of Pueblo, who have lived in their home for more than two years and are income qualified below 80% Area Median Income.
	Location Description	The Program will be operated with in the city limits.
	Planned Activities	CDBG funds will be used for direct construction expenses of the projects and required services, including LBP inspection, LBP risk assessment, clearance testing, asbestos and other environmental consulting, engineering, credit and ownership reports, printing, and publication.
14	Project Name	CD2414 Eastside Childe Care Improvements
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	\$65,000
	Description	Construct a two-van garage to protect and store vehicles overnight. The project will also replace the flooring in the toddler room to remediate water damage from a plumbing leak.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	One public facility will be upgraded. The facility serves young families in a low-mod area allowing the parents to work outside of the home.
	Location Description	The project is located at 2717 E. 8th Street, Pueblo, CO 81001 (CT10, BLK1).

	Planned Activities	Construct a two-van garage to protect and store vehicles overnight. The project will also replace the flooring in the toddler room to remediate water damage from a plumbing leak.
15	Project Name	CD2415 Posada Parking Lot Improvements
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	\$40,150
	Description	Install an ADA compliant entry ramp with railing and re-surface the existing parking lot to included striping and ADA signage. The project will improve accessibility and designate ADA parking from the other spaces.
	Target Date	2/28/2025
	Estimate the number and type of families that will benefit from the proposed activities	Posada's public services are operated out of their office at 501 Belmont Avenue, the parking lot improvements will allow the non-profit to serve the homeless in the community. The agency serves 1000 clients annually.
	Location Description	The project will take place at 501 Belmont Avenue, Pueblo, CO 81004 (CT18, BLK1).
	Planned Activities	Install an ADA compliant entry ramp with railing and re-surface the existing parking lot to included striping and ADA signage. The project will improve accessibility and designate ADA parking from the other spaces.
16	Project Name	HO2410 - City HOME Administration
	Target Area	Citywide Countywide
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	\$76,589
	Description	Administration and planning activities for the HOME program.
	Target Date	2/28/2025

	Estimate the number and type of families that will benefit from the proposed activities	N/A -Administration Activity
	Location Description	Division of Housing and Citizen Services, 2631 E 4th Street, Pueblo, CO 81001
	Planned Activities	Administration of the HOME program.
17	Project Name	HO2420 Pueblo County HOME Administration
	Target Area	Countywide
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	\$ 11,445
	Description	Pueblo County's administration of the HOME Program.
	Target Date	2/28/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A -Administration Activity
	Location Description	Pueblo County Department of Human Services, 405 W. 9th Street, Pueblo, CO 81003
18	Planned Activities	
	Project Name	HO2430 - Pueblo County Housing Programs
	Target Area	Countywide
	Goals Supported	New construction of affordable housing
	Needs Addressed	Affordable Housing
	Funding	\$85,834
	Description	This includes a range of activities, including TBRA, new construction, rehabilitation, acquisition/rehab, in-fill development, and other housing activities allowed by HOME regulations.
	Target Date	2/28/2026

	Estimate the number and type of families that will benefit from the proposed activities	One rental unit will be constructed with the funding. The Unit will serve individuals at or below 60% Area Median Income.
	Location Description	Pueblo County Department of Human Services, 405 W. 9th Street, Pueblo, CO 81003
	Planned Activities	This includes a range of activities, including TBRA, new construction, rehabilitation, acquisition/rehab, in-fill development, and other housing activities allowed by HOME regulations.
19	Project Name	HO2440 Community Development Housing Organization Project
	Target Area	Citywide
	Goals Supported	New construction of affordable housing
	Needs Addressed	Affordable Housing
	Funding	\$132,052
	Description	A CHDO project has not yet been identified. The funds will target the production of one of the following activities: New construction or rehabilitation of housing units for rental or homebuyer projects.
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	One unit will be constructed or rehabilitated. The unit will serve individuals at or below 60% Area Median Income.
	Location Description	TBD
20	Planned Activities	A CHDO project has not yet been identified. The funds will target the production of one of the following activities: • New construction or rehabilitation of housing units • For rental or homebuyer projects.
	Project Name	HO2450 - City Housing Programs
	Target Area	Citywide
	Goals Supported	New construction of affordable housing
	Needs Addressed	Affordable Housing
	Funding	\$574,424

	Description	This includes a range of activities, including TBRA, new construction, rehabilitation, acquisition/rehab, in-fill development, and other housing activities allowed by HOME regulations.
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	(3) families will benefit from this activity: One family whose income is below 50% of the Area Median Income; One family whose income is above 50% of the Area Median Income; One family whose income is below 80% of the Area Median Income;
	Location Description	City Limits
	Planned Activities	The City intends to use its HOME allocation to support the infill construction of two affordable housing units for low—and moderate-income homeowners. Additionally, HOME funds may support the rehabilitation of rental projects, although specific projects have not yet been determined. For rental rehabilitation activities, recapture provisions will be set in place for the amount invested in the property. HOME funds will be utilized for the construction of one infill home. A direct subsidy may be offered to buyers below 80% AMI who qualify for an FHA mortgage or other 30-year fixed-rate mortgage but are unable to secure a mortgage for the appraised value. The amount of the direct subsidy provided will determine the length of the affordability period, with the subsidy amount falling within established limits.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG funds are eligible within the city limits, and will be targeted to serving a low income population. HOME funds are eligible to be expended within Pueblo county. Rental housing or rental units are the primary focus with these funds. The majority of rental housing is located within the city of Pueblo. There are no identified geographic priorities within the City or County. The funds will be expended as described below.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	94
Countywide	6

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The majority of funds are allocated to the City of Pueblo. The City receives an additional \$1.4 million in CDBG funds compared to the County, making it seem like a higher percentage of funds are being spent. The HOME funds are distributed between consortia partners based on percentages determined by HUD. The City receives 87% of the funds, and the County receives 13%. These percentages are typically updated each June. Within the city, funds are allocated to different neighborhoods to address the needs of residents.

Discussion

Access to transit, services, and broadband is limited outside the city limits. Directing the majority of the funding to promote housing and services within the city limits will benefit more low-income individuals and families and provide greater coordinated access to the funded services and amenities.

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The following tables outline the affordable housing goals funded with CDBG and HOME funds using 2024 dollars.

One Year Goals for the Number of Households to be Supported	
Homeless	3
Non-Homeless	26
Special-Needs	2
Total	31

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	3
The Production of New Units	5
Rehab of Existing Units	23
Acquisition of Existing Units	0
Total	31

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

In accordance with 24 CFR 91.220(1), the HOME program has specific requirements on applicant eligibility for HOME-funded programs serving low—and moderate-income households within the community and the developers working on projects to build or renovate income-restricted units. HOME requirements also apply to applications for HOME funds for Low-Income Housing Tax Credit (LIHTC) projects or RAD conversions carried out by the Housing Authority.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

The following action plan will address the needs of public housing.

Actions planned during the next year to address the needs to public housing

This year, the Housing Authority of the City of Pueblo completed the third phase of the Rental Assistance Demonstration program. The phase involved transferring 47 tenants from the Sangre de Cristo Apartments to the new Crawford Townhomes complex. The next and final phase of the program will be the Sitter Townhomes project, which will involve demolishing the remaining units of the Sangre de Cristo Apartments and building up to 40 new units.

Additionally, the City of Pueblo now has nine new homeowners as a result of the Low-Income Housing Tax Credit (LIHTC) project, Oakshire. Nine more units were sold to eligible tenants who had signed an option agreement with HACP, and four or more tenants are awaiting their opportunity to buy their homes. The sale of these homes was part of an agreement between HACP and the Colorado Housing and Finance Authority upon the completion of the project.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority of the City of Pittsburgh (HACP) actively encourages public housing residents to participate in programs that promote self-sufficiency and homeownership. One such program is the Home Ownership Program (HOP). It allows families receiving assistance through the Housing Choice Voucher program to use their vouchers towards homeownership while providing monthly assistance for homeownership expenses. Currently, HACP has 28 participants in the HOP program.

Additionally, HACP runs the Family Self-Sufficiency Program (FSS), a voluntary five-year program designed to help participants in both the Housing Choice Voucher and Public Housing programs improve their economic status and reduce reliance on public assistance. Currently, there are 76 participants enrolled in the program, with 298 FSS contracts completed since October 1998. The Family Self-Sufficiency Coordinator is crucial in helping participants create personalized plans for self-reliance, identify necessary steps and activities to achieve their goals, and provide referrals to supportive social services such as childcare, job preparation, credit counseling, education, transportation, and vocational training.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

The Housing Authority of the City of Pueblo is not designated as a troubled PHA.

Discussion

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

This section describes the goals and actions for reducing and ending homelessness. The City of Pueblo does not directly receive ESG funds. Instead, a portion of its CDBG funds is used for public services to support individuals experiencing homelessness or at risk of becoming homeless. These services include initiatives such as youth outreach, homeless prevention, and covering operating costs for housing providers.

The Pueblo CoC is committed to assisting families and individuals experiencing or at risk of homelessness, aligning its goals with the Colorado Balance of State Continuum of Care goals. These goals include expanding access to quality, integrated healthcare, increasing housing opportunities, advocating for improved public policy and community engagement to end homelessness, developing a highly trained and equipped workforce for the Colorado Coalition for the Homeless (CCH), and enhancing CCH's financial stability.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pueblo Continuum of Care (CoC), part of the Colorado Balance of State, aims to reduce homelessness by helping individuals and families move into permanent housing. To achieve this goal, the CoC regularly meets to identify ongoing needs and discuss issues affecting homeless individuals. Health Solutions is the lead agency that provides outreach to assess the needs of those experiencing homelessness. The CoC is involved in the Built for Zero campaign, which aims to end homelessness by maintaining a By-Name list for each category (e.g., veterans and families).

Addressing the emergency shelter and transitional housing needs of homeless persons

Posada and the Pueblo Rescue Mission, along with the Pueblo Health Department, Police, and Fire Departments, provide outreach to local camps and areas of town where individuals are homeless or stranded, such as the railroad tracks, interstate, and Fountain Creek. The team includes medical and mental health professionals, veteran representatives, Medevac personnel, and law enforcement. They document the camps, take pictures, and offer basic medical care and other resources, including shelter, to individuals and families. The goal is to build trust among the homeless population and help them transition off the streets.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Funding has been and continues to be the main challenge in expanding housing and services for people and families experiencing homelessness and those at risk of becoming homeless. The City of Pueblo plans to use CDBG funds to provide services. However, tenant-based rental assistance through HOME funding is limited due to a lack of available housing and market rents that exceed the HOME rental limit.

The Pueblo CoC aims to assist families and individuals experiencing or at risk of homelessness in line with the BoS goals:

- Expand access to quality, integrated healthcare
- Expand housing opportunities
- Improve public policy and community engagement to end homelessness

Local agencies working to end homelessness collaborate to provide services and housing. However, one of the biggest challenges is finding safe and affordable units for individuals and families. The City will continue participating in the Continuum of Care and support the Pueblo CoC in seeking additional funding.

In 2019, the City established a 92-bed homeless shelter to help meet the emergency shelter needs of people experiencing homelessness. In 2021, the Right Place, a 35-unit permanent supportive housing facility, began operating at full capacity. Planned for 2024 is the redevelopment of a strip mall to provide emergency shelter during inclement weather. The additional facility will provide increased service and allow for isolation should shelter residents be ill.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

At-risk populations include individuals released from the correctional system, the Colorado Mental Health Institute, and youth transitioning out of foster care. The City's Tenant-Based Rental Assistance Program targets these populations with its funding. All three systems have discharge plans that provide short-term housing funding. However, the issue arises when these individuals have used up the program's resources but have yet to become self-sufficient. In such cases, the CoC steps in to assist these individuals.

Stakeholders emphasized the need to involve healthcare institutions in adhering to discharge policies and

ensuring that people with significant medical needs are not released directly into homelessness. If they are, medical respite beds in emergency shelters are required to meet these individuals' needs.

Discussion

The Pueblo Consortium will coordinate its efforts to administer the HOME-ARP received in 2021, using the strategies outlined in the program requirements and the needs and obstacles outlined above.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The Draft Analysis of Impediments to Fair Housing Choice has been completed. The AI identifies barriers to fair housing that are also barriers to affordable housing. The City may select additional actions to take than the ones listed below.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Provide financial assistance to renters and owners through Tenant-Based Rental Assistance (TBRA), down payment and closing cost assistance, and security deposit assistance.

Invest Community Development Block Grant (CDBG) and HOME funds in affordable housing development.

Revise zoning regulations to improve the ability of developers to build missing middle housing.

Revise zoning definitions to expand areas allowing manufactured housing.

Revise zoning definitions to redefine a family unit to permit group homes, where allowed by State law.

Revise the city's limited English proficiency policy to conform to updated guidance.

Update the City's Anti-displacement and Relocation Plan to ensure that low-income individuals and households at risk are protected.

Provide fair housing education and outreach to landlords, management companies, renters, lenders, potential homebuyers, real estate agents, and others in the real estate industry, as well as provide legal assistance to move housing through probate.

Discussion

In 2021, the City and County conducted a strategic housing assessment that identified the lack of market-rate housing as a severe impediment to affordable housing. This lack of market housing does not allow the real estate market to operate effectively, leading to sales price escalations and increasing rents. The city's number one goal is to increase the housing supply of all types, increase the vacancy rate, and relieve rents.

In 2022, the City designated NeighborWorks of Southern Colorado as a non-profit instrument of the government. This distinction allows the non-profit to provide additional down payment assistance to homebuyers. The non-profit can now assist homebuyers who cannot raise the minimum down payment

equal to 3.5% of the purchase price required by FHA. Previously, the non-profit could only assist homebuyers who contributed 3.5% towards the down payment with personal funds.

In 2022, the City authorized the Multi-Family Zoning Code to provide more design flexibility and reduce development time and cost. Previously, multi-family developments were classified as commercial projects and required to meet the same standards as grocery stores or large box stores. The new code allows for more design options and a more comprehensive range of materials, which makes for a better or more economical product and saves time without requesting unnecessary variances.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The following section describes other actions to be taken to meet the needs of the community.

Actions planned to address obstacles to meeting underserved needs

The main challenge in meeting the needs of underserved populations is the limited funding available to address their priorities. The gap between what households can afford to pay for housing and the actual cost of housing is increasing, making it challenging to meet the needs of underserved communities. Additionally, the city lacks affordable housing options to cater to the community's needs.

The reduced ability to afford rising housing expenses has led to increased homelessness, higher demand for supportive services, rising housing costs, stagnant wages adjusted for inflation, and an aging housing inventory that needs refurbishment. To address these challenges, the City of Pueblo will collaborate with public agencies and non-profit organizations to maximize resources and outcomes in housing and community development. Utilizing funds such as CDBG and CDBG-CV, the city will work with local service providers to prevent homelessness by providing rent assistance and utility aid to very low-income households. Additionally, housing counseling and case management services will be provided.

The city and the County will continue to allocate general revenue to fund various public services. While the demand for resources is more significant than what is available, local funding supports several agencies working to assist vulnerable residents. It enables these agencies to attract outside financing through local support.

To promote and maintain affordable housing, the city plans to use CDBG funds for housing rehabilitation programs tailored for seniors and individuals requiring accessibility modifications to age in place. Furthermore, HOME funds will be used to construct new homebuyer and rental housing units.

The City of Pueblo Department of Public Health and Environment operates a lead blood testing program for residents. The program includes lead risk and hazard reduction education for property owners, managers, and tenants, environmental testing for lead hazard screening, blood lead screening for children and women, and monitoring programs for children with elevated blood lead levels. The department also provides information on common sources of lead exposure, potential health effects, and methods to reduce exposure.

Efforts to reduce the number of families living in poverty will involve coordinating with existing agencies to evaluate needs, deliver services, and provide funding assistance through the CDBG Program when resources are insufficient. Additionally, the city will work to coordinate community development strategies, facilitate access to financial services, and support agencies' fundraising efforts.

The City of Pueblo is committed to coordinating Anti-Poverty and Community Development initiatives. It

has established intergovernmental agreements to administer funds to non-profit agencies and economic development organizations that enhance the quality of life in the community. The city is also working to foster collaboration among various community groups.

Actions planned to foster and maintain affordable housing

The City will continue to work directly with developers to spur development to construct and rehabilitate affordable housing. The Planning and Housing Divisions have been combined to better coordinate development issues as they are encountered. The Department of Planning and Community Development is currently developing the Unified Zoning Code for the City of Pueblo. The re-working of the city's current 1968 zoning code will be more inclusive of affordable housing. The Division will fund four programs to assist existing low-income homeowners maintain their homes and maintain housing stock.

Actions planned to reduce lead-based paint hazards

The EPA reports a large percentage of non-compliance from its on-site investigation and monitoring of RRP activities occurring in the city. The Division of Housing and Citizen Services will facilitate Lead Safe Work Practices training and/or Repair, Remodeling, and Painting training in the upcoming program year. The Division will continue to require lead safe work practices on all of its rehabilitation and repair projects.

Actions planned to reduce the number of poverty-level families

The Pueblo Economic Development Corporation receives one-half of one-percent of the City's sales tax collected. The organization provides incentives to attract a new business to Pueblo. The incentives are instrumental in attracting new business and new jobs to the community.

The City of Pueblo will continue its investment in the Pueblo Economic & Workforce Development Dashboard. Developed and maintained by Dr. Tatiana Bailey, an economics professor at UCCS in Colorado Springs. The Dashboard serves as a vital resource offering real-time insights into the regional economy in comparison to state and national economic landscapes. By identifying trends and providing valuable data, the Dashboard empowers local businesses to adapt and thrive amidst market fluctuations.

Actions planned to develop institutional structure

The City of Pueblo's Division of Housing and Citizen Services through its involvement with the Community Commission on Housing and Homelessness, the Community Services Advisory Commission, the DICE Team, and the Continuum of Care will coordinate efforts to reduce duplication and reinforce community structure.

The main gaps within the agencies are those that are created through regulations and funding eligibility. Pueblo agencies work well together referring clients and sharing information. Agencies continue to use the coordinated entry model and the “by Name” list to coordinate assistance for their clients.

Actions planned to enhance coordination between public and private housing and social service agencies

The City has established the Community Commission on Housing and Homelessness, a twenty-five member commission created to develop housing strategies and to roundtable solutions to existing housing issues. The Commission is made up of government officials, non-profit service providers, medical providers, and first responders. Current focus groups are:

- Neighbors In Need (The workgroup focused on the current needs of the un-housed: Pallet Shelter/Ice Tent camping sites, safe parking sites, text alerts and direct services notifications.)
- Housing (The workgroup identifies barriers to affordable housing and development in general; evaluates use and re-use of existing assets within the community.)
- Shift the Narrative (The workgroup focuses on humanizing homeless individuals, and from a Fair Housing point of view, builds empathy for proposed housing projects to support the un-housed.)

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed.	\$ -0-
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	\$ -0-
3. The amount of surplus funds from urban renewal settlements.	\$ -0-
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	\$ -0-
5. The amount of income from float-funded activities	\$ -0-
Total Program Income	\$ -0-

Other CDBG Requirements

- | | |
|---|-----------|
| 1. The amount of urgent need activities: Eviction Diversion Program | \$100,000 |
|---|-----------|

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:
2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:
3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:
4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:
5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special

needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).
7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).



2024 Annual Action Plan

Attachment A

Community Development Block Grant Program Funds			
2024	CDBG Entitlement Allocation		\$ 1,453,413.00
Project No.	Project Name	Project Agency	Amount
	Public Services		
CD2401	Administration	DHCS	\$ 290,000.00
CD2402	Homeless Prevention	Posada	\$ 23,745.00
CD2403	Homeless Supportive Services	Posada	\$ 75,000.00
CD2404	Homeless Youth Services	Posada	\$ 35,000.00
CD2405	It's All About Being A Teen	Catholic Charities	\$ 50,005.00
CD2406	Senior Transportation	SRDA	\$ 30,000.00
	Public Facilities/Neighborhood Improvements		
CD2407	Orman Sidewalks - 1600 Block	Richard Coleman	\$ 107,500.00
CD2408	Van Buren Sidewalks - 200 Block	Kimberly Pease	\$ 153,600.00
CD2409	ADA Curb Ramps - Bonforte BLVD	Public Works	\$ 200,000.00
CD2410	ADA Curb Ramps - Citywide	Public Works	\$ 200,000.00
CD2414	Eastside Child Care Improvements	Eastside Child Care Center	\$ 65,000.00
CD2415	Parking Lot Improvements - 501 Belmont Ave	Posada	\$ 40,150.00
	Housing Activities		
CD2411	ERESP	Pueblo County	\$ 40,000.00
CD2412	Minor Repair Program	DHCS	\$ 75,000.00
CD2413	Rehabilitation	DHCS	\$ 68,413.00
		CDBG Total	\$ 1,453,413.00
HOME Partnership Investement Act Program Funds			
2024	HUD HOME Allocation		\$ 880,344.00
Project No.	Project Name	Project Agency	Amount
HO2410	City Administration	City of Pueblo	\$ 76,589.00
HO2420	County Administration	Pueblo County	\$ 11,445.00
HO2430	County Programs	Pueblo County	\$ 85,834.00
HO2340	Community Housing Development Organization	TBD	\$ 132,052.00
HO2450	City Programs	City of Pueblo	\$ 574,424.00
HO2460	City Match	City of Pueblo	\$ 176,620.00
		Allocation w/ City Match	\$ 1,056,964.00

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**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: July 22, 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 AUTHORIZING ASSIGNMENT OF A PRIVATE ACTIVITY BOND ALLOCATION FROM THE CITY OF PUEBLO TO THE COLORADO HOUSING AND FINANCE AUTHORITY PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

SUMMARY:

This Ordinance will allow the City of Pueblo to assign to the Colorado Housing and Finance Authority (CHFA) \$7,064,348.00 in Private Activity Bonds, previously awarded to the City pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, C.R.S. 24-32-1701 et seq. These funds will be used to finance multi-family or single-family mortgage loans for low- and moderate-income persons and families within Pueblo County and throughout the state.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Ordinance assigns to the Colorado Housing Finance Authority (CHFA) the City's Private Activity Bond (PAB) allocation for use in multi-family Mortgage Revenue Bonds (MRB). The allocation is to be reserved for the Compass Pointe Apartment project, a 192-unit multi-family development off of Oakshire Lane.

FINANCIAL IMPLICATIONS:

The Private Activity Bond is "private" in nature and not for governmental use, so there is no cost associated with assigning the bond to CHFA. Financial benefits come to the City through sales tax derived from material sales on PAB construction projects, by increased economic activity in the real estate employment sector, and in retail sales from furnishings and other end user activity associated with a new home purchase.

BOARD/COMMISSION RECOMMENDATION:

Not applicable for this Ordinance.

STAKEHOLDER PROCESS:

Not applicable for this Ordinance.

ALTERNATIVES:

If the Ordinance is not approved, the bond cap will not be assigned to CHFA and the allocation will revert to the State of Colorado on September 15, 2024.

RECOMMENDATION:

The Department of Housing and Citizen Services recommends approval of the Ordinance.

ATTACHMENTS:

1. 2024 Assignment of Allocation-City of Pueblo
2. 2024 City Attorney Certificate (City of Pueblo)
3. Private Activity Bond Allocation Letter - Signed - 2024 - Pueblo

ORDINANCE NO.

AN ORDINANCE AUTHORIZING ASSIGNMENT OF A PRIVATE ACTIVITY BOND ALLOCATION FROM THE CITY OF PUEBLO TO THE COLORADO HOUSING AND FINANCE AUTHORITY PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

WHEREAS, the City of Pueblo is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, the City of Pueblo is authorized and empowered under the laws of the State to issue revenue bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to provide such mortgage loans and for certain other purposes; and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Colorado Housing and Finance Authority (the "Authority") and other governmental units in the State, and further providing for the assignment of such allocations from such other governmental units to the Authority; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the City of Pueblo has an allocation of the 2024 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2024 (the "2024 Allocation"); and

WHEREAS, the City of Pueblo has determined that, in order to increase the availability of adequate affordable housing for low- and moderate-income persons and families within the City of Pueblo and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2024 Allocation; and

WHEREAS, the City of Pueblo has determined that the 2024 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Authority to issue Private Activity Bonds for the purpose of financing one or more multi-family rental housing projects for low- and moderate-income persons and families, or for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds") or for the issuance of mortgage credit certificates; and

WHEREAS, the City Council of the City of Pueblo has determined to assign \$7,064,348.00 of its 2024 Allocation to the Authority, which assignment is to be evidenced by an Assignment of Allocation between the City of Pueblo and the Authority (the "Assignment of Allocation"); Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:
SECTION 1.

The Assignment of Allocation, a copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Municipal Corporation, and the Colorado Housing and Finance Authority, after having been approved as to form by the City Attorney, is hereby accepted and approved; provided, however, that the Mayor is hereby authorized to make such technical variations, additions, or deletions in or to such Assignment of

Allocation as she shall deem necessary or appropriate and not inconsistent with the approval thereof by this Ordinance.

SECTION 2.

The Mayor of the City of Pueblo is hereby authorized to execute and deliver the Assignment of Allocation on behalf of the City of Pueblo and to take such other steps or actions as may be necessary, useful, or convenient to affect the aforesaid assignment in accordance with the intent of this Ordinance, and any execution by electronic signature is hereby attributable to the Mayor and the City of Pueblo.

SECTION 3.

The assignment to the Authority of \$7,064,348.00 of the City of Pueblo's 2024 Allocation is hereby approved.

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.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the Assignment of Allocation to effectuate the transactions described therein, including but not limited to the City Attorney's signature of the 2024 Private Activity Bond Attorney Certification.

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



assignment of allocation - city

Multifamily Housing Facility Bonds/Single Family Mortgage Revenue Bonds

This Assignment of Allocation (the "Assignment"), dated this 12th day of August, 2024, is between the City of Pueblo, Colorado (the "Assignor" or the "Jurisdiction") and Colorado Housing and Finance Authority (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single- family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to finance such projects and for certain other purposes (the "State Ceiling"); and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Assignee and other governmental units in the State, and further providing for the assignment of allocations from such other governmental units to the Assignee; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the Assignor has an allocation of the 2024 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2024, (the "2024 Allocation"); and

WHEREAS, the Assignor has determined that, in order to increase the availability of adequate affordable rental housing for low- and moderate-income persons and families within the Jurisdiction, Colorado and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2024 Allocation; and

WHEREAS, the Assignor has determined that the 2024 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Assignee to issue Private Activity Bonds for the purpose of financing one or more multifamily rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds"), and the Assignee has expressed its willingness to attempt to issue Revenue Bonds with respect to the 2024 Allocation assigned herein; and

WHEREAS, the City Council of the Assignor has determined to assign to the Assignee all or a portion of its 2024 Allocation, and the Assignee has agreed to accept such assignment, which is to be evidenced by this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. The Assignor hereby assigns to the Assignee \$ 7,064,348 of its 2024 Allocation (the "Assigned Allocation"), subject to the terms and conditions contained herein. The Assignor represents that it has received no monetary consideration for said assignment.
2. The Assignee hereby accepts the assignment to it by the Assignor of the Assigned Allocation, subject to the terms and conditions contained herein. The Assignee agrees to use its best efforts to issue and sell Revenue Bonds in an aggregate principal amount equal to or greater than the Assigned Allocation, in one or more series, and to make proceeds of such Revenue Bonds available from time to time for a period of one (1) year from the date of this Assignment to finance multi-family rental housing projects located in the Jurisdiction, or to issue Revenue Bonds for the purpose of providing single-family mortgage loans to low- and moderate income persons and families in the Jurisdiction.
3. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the Assigned Allocation as an allocation for a project with a carryforward purpose or to make a mortgage credit certificate election, in lieu of issuing Revenue Bonds.
4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Assignment.
5. Nothing contained in this Assignment shall obligate the Assignee to finance any particular multi-family rental housing project located in the Jurisdiction or elsewhere or to finance single-family mortgage loans in any particular amount or at any particular interest rate or to use any particular percentage of the proceeds of its Revenue Bonds to provide mortgage loans or mortgage credit certificates to finance single-family housing facilities in the Jurisdiction, provided that any Revenue Bond proceeds attributable to the Assigned Allocation shall be subject to paragraph 2 above.
6. This Assignment is effective upon execution and is irrevocable.
7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by electronic image scan transmission will be effective as delivery of a manually executed counterpart of the Assignment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the date first written above.

City of Pueblo, Colorado

By: _____

Name: Heather Graham

Title: Mayor

COLORADO HOUSING AND FINANCE
AUTHORITY

By: _____

Name: _____

Title: _____

CERTIFICATE OF THE CITY OF PUEBLO COLORADO
CONCERNING ASSIGNMENT OF
PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION

I, the undersigned, hereby certify that I am a duly chosen, qualified and City Attorney of the City of Pueblo, Colorado (the “City”), and that:

1. The City is a public body politic and corporate, duly organized and existing under the constitution and laws of the State of Colorado.

2. The City has been previously notified that, pursuant to Section 24-32-1706 of the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the “Allocation Act”), it has an allocation of the State ceiling (as defined in the Allocation Act) for 2024 in the amount of \$7,064,348 (the “2024 Allocation”).

3. Attached hereto as Exhibit A is a true and correct copy of an ordinance and the related minutes thereto (the “Ordinance”) authorizing the assignment to the Colorado Housing and Finance Authority (the “Authority”) of all or a portion of the 2024 Allocation in an amount equal to \$7,064,348 (the “Assigned Allocation”), and authorizing the execution and delivery of an Assignment of Allocation dated as of August 12, 2024 (the “Assignment of Allocation”) between the City and the Authority in connection therewith, which Ordinance was duly adopted by the City Council of the City (the “City Council”) at a meeting thereof held on August 12, 2024, at which meeting a quorum was present and acting throughout and which Ordinance has not been revoked, rescinded, repealed, amended or modified and is in full force and effect on the date hereof.

4. The meeting of the City Council at which action has been taken with respect to the Assignment of Allocation was a regular meeting properly called and open to the public at all times.

5. With respect to the Assigned Allocation, the City has not heretofore: (a) issued private activity bonds; (b) assigned the Assigned Allocation to another “issuing authority,” as defined in the Allocation Act; (c) made a mortgage credit certificate election; or (d) treated the Assigned Allocation as an allocation for a project with a carryforward purpose, as defined in the Allocation Act.

6. The Assignment of Allocation, attached hereto as Exhibit B, is in the form presented to and approved by the City Council at the meeting thereof held on August, 12, 2024.

7. On or before the date hereof, counterparts of the Assignment of Allocation were officially executed by the Mayor and the City Clerk of the City. On the date of such signing, such persons were the duly sworn, qualified and acting officers of the City authorized to execute the Assignment of Allocation and holding the offices of the Mayor and City Clerk, respectively.

8. The City has authorized the execution, delivery and due performance of the Assignment of Allocation, and the execution and delivery of the Assignment of Allocation and the compliance by the City with the provisions thereof, will not, to the best of my knowledge, conflict with or constitute on the part of the City a breach of or a default under any existing Colorado law, City resolution, court or administrative regulation, decree or order or any agreement or other instrument to which the City is subject or by which it is bound.

9. To the best of my knowledge, there does not exist any action, suit, proceeding or investigation pending, or threatened against the City, contesting (a) the corporate existence of the City, (b) the title of its present officers or any of them to their respective offices, including, without limitation, the members of the City Council, (c) the validity of the Assignment of Allocation or (d) the power of the City to execute, deliver or perform the Assignment of Allocation.

10. No referendum petition has been filed concerning the Ordinance; and to the best of my knowledge none is being circulated or planned for circulation.

WITNESS my hand and the seal of the City this , 2024.

City Attorney

(SEAL)

EXHIBIT A
ORDINANCE

EXHIBIT B

ASSIGNMENT OF ALLOCATION



COLORADO

Department of Local Affairs

Division of Housing

January 12, 2024

Bryan Gallagher, Acting Director, Dept. of Housing & Citizen Services
Pueblo
2631 East 4th Street
Pueblo, CO, 81001

Re: Private Activity Bond Allocation of \$7,064,348

Dear Mr. Gallagher:

I hereby certify that the above amount will be allocated to the respective local government for the purpose of issuing Private Activity Bonds (PAB) in 2024 under the state ceiling imposed by the Internal Revenue Code of 1986, as amended.

In accordance with the provisions of C.R.S. 24-32-1709.5, a fee on bonds issued is due to DOLA for the portion of each issuance that originated from a direct allocation. The amount of this fee is subject to revision, but is currently 0.027% of bonds issued. This fee is also due within five working days of the bond closing. In the event that the full allocation amount is not issued, or the fee rate changes, the fee will be recalculated to reflect the actual amount issued and the rate in effect at the time of closing.

If you have any questions, please contact Wayne McClary at (303) 864-7819 or dola_pab@state.co.us.

Sincerely,

Maria De Cambra
Executive Director



Governor Jared S. Polis | Maria De Cambra, Executive Director | Alison George, Director
1313 Sherman St., Room 315, Denver, CO 80203 P 303.864.7710 F 303.864.7719
www.dola.colorado.gov

Strengthening Colorado Communities





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 22, 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 AND ACCEPTING A COLORADO RESOURCE FOR EMERGENCY AND TRAUMA EDUCATION (CREATE) GRANT ESTABLISHING PROJECT NO. PS2407 FOR EMERGENCY AND TRAUMA EDUCATION GRANT, AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$25,000, WHICH INCLUDES A TEN PERCENT COST MATCH OF \$2,500 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

SUMMARY:

Attached is a grant agreement between the City of Pueblo and the Colorado Resource for Emergency and Trauma Education, in the award amount of \$22,500. Grant funds will cover ninety percent of education costs for four Pueblo Fire Department employees.

PREVIOUS COUNCIL ACTION:

Approval of similar CREATE grant in 2023, 2018 and 2017.

BACKGROUND:

The purpose of the (CDHPE) CREATE grant is to provide funding, in the amount of \$22,500 directly to the City of Pueblo Fire Department in order to protect the health and safety of the public by enrolling four (4) Pueblo Fire Department employees in paramedic classes at Pueblo Community College (PCC). The City of Pueblo will be required to contribute a ten percent match to Project No. PS2407 in the amount of \$2,500 from the Fire Department budget in the General Fund.

FINANCIAL IMPLICATIONS:

The anticipated total cost for the project is \$25,000. The Colorado Department of Public Health and Environment (CDPHE) share for the CREATE Colorado Resource for Emergency and Trauma Education grant is \$22,500 and the ten percent City match is

\$2,500. Staff time will be required for project management, as well as grant monitoring and reporting. The match will be transferred from the Fire Department's Budget in the General Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 24-05-538 Pueblo Fire Dept - Results Letter

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A COLORADO RESOURCE FOR EMERGENCY AND TRAUMA EDUCATION (CREATE) GRANT ESTABLISHING PROJECT NO. PS2407 FOR EMERGENCY AND TRAUMA EDUCATION GRANT, AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$25,000, WHICH INCLUDES A TEN PERCENT COST MATCH OF \$2,500 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

WHEREAS, the Colorado Department of Public Health and Environment has tendered a grant award to the City of Pueblo in the amount of \$22,500 and

WHEREAS, acceptance of the award is in the best interest of the City; NOW, THEREFORE,

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

SECTION 1.

The Colorado Department of Public Health and Environment grant in the amount of \$22,500 and Grant Agreement Articles, true copies of which are attached hereto, having been approved as to form by the City Attorney, are hereby approved and accepted.

SECTION 2.

Project No. PS2407 Colorado Resource for Emergency and Trauma Education grant is hereby established. The total project amount of \$25,000 is hereby budgeted and appropriated to Project No. PS2407 for expenditure for the purposes authorized by the grant agreement.

SECTION 3.

The required ten percent match of \$2,500 will be transferred from the Fire Department's Budget in the General Fund to Project No. PS2407.

SECTION 4.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with intent of this Ordinance and the attached contract 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



CREATE is managed by the Colorado Rural Health Center and funded by the Colorado Department of Public Health and Environment

6/25/2024

Grant #24-05-538

Pueblo Fire Department
Attn: Chris Obert
1551 Bonforte Blvd
Pueblo, Colorado 81001

Dear Chris,

Your application for the CREATE grant has been reviewed by the Expert Review Committee (ERC). Congratulations, your application for the accelerated Paramedic course has been approved for **\$22,500.00**.

Included in your approved funding are eligible expenses associated with COURSE COST. Eligible/ineligible expenses are listed in the grant guidelines on the [CREATE webpage](#).

Course: National Registry Paramedic		Start: 8/19/24	End: 12/31/25
\$	9,106.68	Max Course Cost per student	
	4	Number of students	
\$	25,000.00	Total Request Amount	
	90%	CREATE Match	
\$	22,500.00	TOTAL AMOUNT APPROVED	

Course 1 Report Due Date: 1/30/26

Failure to submit a report on time may result in loss of funding.

If your course is cancelled, postponed, or the number of students is reduced from the original approval, please notify CRHC as soon as possible so that funds may be reallocated appropriately. Failure to do so may affect future funding.

The following are the items you agreed to as a part of this grant. They were included in the attestation part of your signed application.

1. The grantee shall use grant funds received under this grant to complete all aspects of its grant application and shall not use such funds for purposes other than this.
2. Requirements for Training & Education Grants:
 - a. EMT, AEMT and Paramedic course participants must pass the National Registry of Emergency Medical Technicians (NREMT) exam within 90 days of class end date, in

order to request reimbursement from this grant program. For more information, please see the Grant Guidelines.

3. Reporting Requirements:

- a. **Due Date:** Reports and billing shall be submitted within 30 days after completion of the training or course.
- b. **CREATE Reimbursement Request Form:** Receipts showing full payment or copies of checks showing payment must be attached.
- c. **CREATE Student Data Form:** At the end of each course, the grantee will confirm each student submitted the electronic student data form to CRHC.
- d. **CREATE Grant Travel Expense Form:** Requests for reimbursement for all travel expenses associated with the training shall be made in accordance with the then current state of Colorado reimbursement rates for travel as specified in the Fiscal Rules of the State of Colorado. Documentation supporting all expenses must also be attached. Download the Travel Expense Form.
- e. **National Registry:** Initial and refresher EMS provider course participants must pass the National Registry (NR) exam and submit a copy of the NR card with the reimbursement request.
- f. **Student Attestation Form:** For any students who are not affiliated with the applicant agency and/or are non-Colorado residents, student attestation form(s) must be included in the final report. Download the [Non-Affiliate of Agency Form](#) and/or [Non-Colorado Resident Form](#).
- g. **Publicity Items:** The grantee shall acknowledge the use of emergency medical and trauma services account grant funds in all public service announcements, program announcements, or any other printed material used for the purpose of promoting or advertising the training or educational program.
- h. **Evaluations:** For in-house training, the grantee shall develop and utilize a course evaluation tool to measure the effectiveness of that training or educational program.
- i. **College Expenditure Form:** If the CREATE applicant is a college institution, the college must complete a [College Expenditure Form](#) in addition to the other items agreed to in the application attestation.

All submitted forms need to be legible and complete, otherwise reimbursement could be delayed. Combine all applicable reimbursement documents together as ONE PDF document ONLY and email the final report to mc@coruralhealth.org.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE AMENDING CHAPTERS 1 AND 5 OF TITLE IX OF THE PUEBLO MUNICIPAL CODE TO UPDATE AND REVISE THE BUSINESS LICENSING APPLICATION AND APPEAL PROCESS, AMEND THE LODGING FACILITY LICENSING REQUIREMENTS, AND PROVIDE PENALTIES FOR VIOLATION THEREOF

SUMMARY:

Attached is a proposed Ordinance which amends Title IX, Chapters 1 and 5 of the Pueblo Municipal Code to update and revise the business licensing application and appeal process and amend the Lodging Facility licensing requirements.

PREVIOUS COUNCIL ACTION:

Section 3-13 of the Pueblo City Charter allows for the issuance, suspension or revocation of licenses and permits and fees therefor, for regulatory or revenue purposes. The licensing code is codified in Title IX of the Pueblo Municipal Code. Chapter 1 of Title IX was enacted in or about 1974. The current hotels, lodging houses and boarding houses licensing requirements were established by Charter in Chapter 5 of Title IX, Pueblo Municipal Code with various amendments by way of Ordinance.

BACKGROUND:

Title IX of the Pueblo Municipal Code governs the licensing of businesses within the City of Pueblo. Each Chapter of the Title generally concerns a separate type of license. Portions of the code are confusing and outdated. By amending Chapter 1 of Title IX, the City seeks to create more consistent standards for the application and appeal process. The revision also seeks to provide more specific and consistent qualifications and standards.

The amendments to Chapter 5 of Title IX will include short-term rentals in the definition of Lodging Facilities and require owners of short-term rentals to obtain a Lodging

Facility license. This will allow the City to regulate this growing area of the market. In addition, the amendments address the City's concerns regarding substandard conditions and criminal activity in and around Lodging Facilities within the City.

FINANCIAL IMPLICATIONS:

The amendment increases annual license fees and delinquent fees.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A "no action" alternative would maintain the *status quo*.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. FINAL - Ordinance - Title IX Chapter 1 and Chapter 5

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTERS 1 AND 5 OF TITLE IX OF THE PUEBLO MUNICIPAL CODE TO UPDATE AND REVISE THE BUSINESS LICENSING APPLICATION AND APPEAL PROCESS, AMEND THE LODGING FACILITY LICENSING REQUIREMENTS, AND PROVIDE PENALTIES FOR VIOLATION THEREOF

WHEREAS, City Council of the City of Pueblo desires to update and clarify the business licensing application, approval and appeal process in general;

WHEREAS, City Council of the City of Pueblo desires to regulate short-term rentals by requiring they be licensed as Lodging Facilities;

WHEREAS, City Council of the City of Pueblo desires to address increasing calls for service to the Pueblo Police Department regarding various incidents occurring at hotels and motels within the City;

WHEREAS, City Council determines that establishing a lodging facility licensing program is the most practical and efficient method to address the foregoing issues. NOW, THEREFORE,

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

SECTION 1.

Title IX, Chapter 1 of the Pueblo Municipal Code is hereby amended as follows:

Section 9-1-1 Definitions.

For the purposes of this Code, in all matters relating to the licensing of any business, the following definitions shall be observed:

(1) “Business” shall include all kinds of vocations, occupations, professions, enterprises, establishments and all other kinds of activities and matters, together with all devices, machines, vehicles and appurtenances used therein, any of which are conducted for private profit or benefit, either directly or indirectly, on any premises in this City, or anywhere else within its jurisdiction.

(2) “City License Officer” or “License Officer” shall mean the City of Pueblo’s Director of Finance, or his or her designee [of the City], except as to Building Trades Licenses, Title IV, Chapter 1, where said officer shall be the Building Official or appropriate Board [Chief Building Inspector]. The License Officer, or his or her designee, shall have and is vest with the authority to grant or deny licenses; conduct investigations and inspections; and suspend or revoke licenses for cause.

(3) “Insignia”, or its singular number insigne, shall mean any tag, plate, badge, emblem, sticker or any other kind of device which may be required for any use in connection with any license.

(4) [License or licensee, as used generally herein, shall include respectively the words

permit or permittee, and certificate or certificate holder or the holder for any use or period of time of any similar privilege, wherever relevant to any provisions of this Code or other law or ordinance.] **“Inspector” means any person designated by the City License Officer, Police Chief, Fire Chief, Region Building Department Building Official, or the Director of the City-County Health Department to act as an inspector who shall perform the inspection duties set forth in this Title for that department and such other duties as each may reasonably direct.**

(5) [Premises is meant to include all lands, structures, places, the equipment and appurtenances connected or used therewith in any business, and any personal property which is either affixed to or is otherwise used in connection with any such business conducted on such premises.] **“License” means the license required pursuant to this Title and as used generally herein, shall include respectively the words permit, certificate, use, or any similar privilege, wherever relevant to any provisions of this Code or other law or ordinance.**

(6) [Appropriate licensing board shall mean any one (1) of several boards each created by a specific provision of this Code and authorized to examine applicants to ascertain their qualifications, competency and fitness to perform the work for which such applicants seek to be licensed.] **“Licensee” means the individual or entity to which a license is granted under this Title and as used generally herein, shall include respectively the words permittee, certificate holder, or holder for any use or period of time any similar privilege, wherever relevant to any provisions of this Code or other law or ordinance.**

(7) **“Appropriate licensing board” shall mean any one (1) of several boards each created by a specific provision of this Code and authorized to examine applicants to ascertain their qualifications, competency and fitness to perform the work for which such applicants seek to be licensed.**

(8) **“Premises” is meant to include all lands, structures, places, the equipment and appurtenances connected or used therewith in any business, and any personal property which is either affixed to or is otherwise used in connection with any Licensee or Licensed Business conducted on such premises.**

(9) **“PPD” means and refers to the City of Pueblo Police Department.**

(10) **“Manager” means the person who manages, directs, supervises, oversees, or administers the acts and transactions of, and the acts of employees of, a Licensee, Licensed Business, or Licensed Premises.**

(11) **“Person” means an individual, firm, association, partnership, company, sole proprietorship, corporation or similar entity.**

(12) **“Hearings Officer” means the Municipal Court Judge or such other person as the Director of Finance may designate to hear appeals under this Title.**

Sec. 9-1-2 – Application.

. . .

(d) Agents Responsible for Obtaining License. The agents, **Managers**, or other representatives of nonresidents **of the City** who are doing business in the City shall be personally responsible for the compliance **with this Code** of their principals and of the businesses they

represent [with this Code].

. . .

Sec. 9-1-3 – City License Officer.

(a) Issue Licenses. The License Officer shall collect all license fees and shall issue licenses in the name of the City to all persons qualified under the provisions of this Title or other portions of this Code and shall:

(1) Make Rules and Penalties. Promulgate and enforce all reasonable rules and regulations and adopt reasonably civil penalties, in conformity with applicable statutes, ordinances, and Charter, necessary to the operation and enforcement of this Title.

(2) Adopt Forms and Process. Adopt all forms and prescribe the information given therein as to character and other relevant information [matter for all necessary papers] for the applicable license requested. The License Officer may require all forms to be submitted on-line via the City's approved process.

(3) Require Affidavits. Require applicants to submit all affidavits and oaths necessary to the administration of this Title [Chapter], or other appropriate portions of this Code.

(4) Obtain Endorsement. Submit all applications, in a proper case, to appropriate City, County, or State officials for their endorsements thereon as to compliance by the applicant with all City, County, or State regulations which they have the duty of enforcing. Similarly, in all cases where an examination as to competence and ability is a prerequisite, to submit all such applications to the appropriate City, County, or State officials or licensing board for examination and endorsement on the application of the results of such examination, whether qualified or not qualified. And similarly, where the issuance of a license is within the discretion of the City Council, the Licensing Officer shall submit the application to the City Council for action with the endorsement or report of appropriate City, County, or State officials or licensing board as to compliance with applicable City regulations or such other investigation of character or qualifications as may be required.

(5) Investigation. Investigate and determine the eligibility of any applicant for a license as prescribed herein. The License Officer may request an inspection of the License Premises by an Inspector if he or she determines an inspection is necessary to determine the applicant's eligibility for the license requested.

(6) Examine Records. Examine the books and records of any applicant or licensee when reasonably necessary to the administration and enforcement of this Title, or other portions of this Code.

(7) [Give Notice. Notify any applicant of the acceptance or rejection of his or her application and, upon his or her refusal of any license or permit, at the applicant's request, state in writing the reasons therefor and deliver them to the applicant.]

. . .

Sec. 9-1-5 – Qualifications of Applicants.

General Standards to be Applied. The general standards set out in this Section relative to the qualifications of every applicant for a City License shall be considered and applied by the License Officer **together with any additional standards set forth in subsequent Chapters and required for a specific License.** The applicant shall **in general:**

(1) Good Moral Character. Be of good moral character. In making such determination, the City License Officer shall consider:

. . .

Sec. 9-1-6. – Procedure for Application; Approval or Denial [issuance of license].

(a) Formal Application Required. Every person required to procure a license under the provisions of this Code or any ordinance or law of the City shall submit an application for such license to the License Officer **on forms provided by, and pursuant to the process adopted by the License Officer.**

(1) Form. Be a statement upon forms provided by the License Officer. **Every license application shall be complete in every detail. If any application is deposited with the License Officer and found, upon examination, to contain any omission or error, it may be returned to the applicant for completion and correction without further action by the License Officer.** Any false statement knowingly made on any application shall be grounds for rejection of such application or revocation of any license issued upon the basis of the false statement.

(2) Contents. Require the disclosure of all information necessary to comply with Section 9-1-5 and of any other information which any applicable provision of this Code or law shall require or which the License Officer shall find to be reasonably necessary to the fair administration of this Title. **No application shall be deemed complete unless accompanied by the following:**

a. If the applicant is:

i. An individual, the individual shall state his or her legal name and any aliases;

ii. A partnership, the partnership shall state its complete name and the names of all partners, whether the partnership is general or limited, and provide a copy of the partnership agreement, if any;

iii. A corporation, the corporation shall state its complete name, the date of its incorporation, evidence that the corporation is in good standing under the statutes of the State of Colorado, or in the case of a foreign corporation, evidence that it is currently authorized to do business in the State of Colorado, the names and capacity of all officers and directors, the name of the registered corporate agent and the address of the registered office for service of process; or

iv. A limited liability company, the company shall state its complete name, the date of its formation, evidence that the company is in good standing under the statutes of the State of Colorado, or in

the case of a foreign company, evidence that it is currently authorized to do business in the State of Colorado, the name of the manager, and the name of the registered agent and the address of the registered office for service of process.

b. If the application is for renewal of a license, the application must be filed no later than forty-five (45) days prior to the date upon which the license expires, unless extended by the License Officer, and contain the following additional information:

i. Certification that the applicant and proposed location complies with all applicable building, fire, health and safety codes required by the Building Official of the Pueblo Regional Building Department, the Pueblo Fire Department, and the City-County Health Department;

ii. Certification that the applicant has met and conferred with the PPD regarding criminal activity in and around the proposed location and developed a security plan and mitigation plan, as appropriate;

iii. A statement by Licensee of any changes in ownership, management, or to the criminal history of any Owner, Operator, Person, or Manager relating to that individual's integrity or good moral character.

(3) Payment of Fees. Be accompanied by the full amount of the fees chargeable for such license.

(4) Affirmation. The applicant shall self-certify that all information provided on, and with the application is accurate and truthful under the penalty of perjury.

(b) Issuance of Receipts. Whenever a license cannot be issued at the time the application for the same is made, the License Officer shall issue a receipt to the applicant for the money paid in advance. Such receipt shall not be construed as the approval of the License Officer for the issuance of a license; nor shall it entitle or authorize the applicant to open or maintain any business contrary to the provisions of this Code.

(c) Duplicate License Procedure. A duplicate license or special permit shall be issued by the License Officer to replace any license previously issued, which has been lost, stolen, defaced or destroyed, without any willful conduct on the part of the licensee, upon [the filing by the licensee of an affidavit sworn to before a notary public or other oath-taking official of the State attesting to such fact and the paying] **payment** to the License Officer of a fee of **ten [one]** dollars (\$**10.00**).

. . .

(e) [Disapproval of License. The License Officer shall, upon disapproving any application submitted under the provisions of this Chapter, refund all fees paid in advance to the applicant, provided that the applicant is not otherwise indebted to the City.] **Decision on Application. A complete application shall be administratively approved or denied by the**

License Officer within thirty (30) days of the completed investigation of the application by the License Officer. The License Officer shall deny a license application if:

(1) The application or any investigation demonstrates or establishes that the proposed Licensee or Licensed Premises fails to conform to any requirement of this Title, the Pueblo Municipal Code, or other applicable law;

(2) The applicant knowingly made a false statement or knowingly gave false information in connection with the application;

(3) The individual applicant, or a director or officer of a corporation, partner of a partnership, manager of a limited liability company or manager of the Licensee or Licensed Premises, has had a license revoked or suspended in any jurisdiction within five (5) years prior to the application;

(4) The individual applicant, or a director or officer of a corporation, partner of a partnership, manager of a limited liability company or manager of the Licensee or Licensed Premises, has operated a Licensed Premises or Business that was determined at any time to be a public nuisance.

(5) The applicant has outstanding fees, fines, liabilities, or other debts owed to the City.

(6) Issuance of the actual license shall constitute approval of the application. The License Officer may, if deemed necessary, make a written finding that the application conforms to the requirements of this Title based on the information available and the investigation performed by the City or any additional findings as deemed necessary to identify the Director of Finance's basis for approval.

(7) In the event the License Officer denies a license application:

a The License Officer shall prepare written findings of fact stating the reasons or basis for the denial and serve the same upon the applicant by personal service, or certified mail, return receipt requested to the address of the applicant.

b The applicant shall have the right to request a public hearing before the Hearings Officer. The applicant shall, within fourteen (14) days of the date of the License Officer's written findings and denial of the license application, make a written request to the License Officer for a hearing. The License Officer shall forward the request for hearing to the Hearings Officer within two (2) business days. The hearing shall be conducted within forty-two (42) days of the License Officer's receipt of the written request for a hearing unless a later date is requested by the applicant in writing. If the applicant fails to request a public hearing within the allotted time, the License Officer's decision to deny a license application shall become final. All hearings shall be conducted pursuant to P.M.C. 9-1-14.

c When the issuance of a license is denied and any action is instituted by the applicant to compel its issuance, such applicant shall not engage in the business for which the license was refused unless a license is issued to him or her pursuant to a judgment ordering the same.

[(f) Compliance Pending Legal Action. When the issuance of a license is denied and any action is instituted by the applicant to compel its issuance, such applicant shall not engage in the business for which the license was refused unless a license is issued to him or her pursuant to a judgment ordering the same.]

. . .

Sec. 9-1-7 – Determination of license fee.

(a) Fee Established. Unless otherwise specifically provided, license fees shall be in the amounts established by the License Officer by Ordinance and published annually on the City's website [in the governing provisions of this Code, and as further determined under this Section].

. . .

(c) Rebate of Fee.

(1) General Prohibition. Except as provided herein, no rebate or refund of any license fee or part thereof shall be made by reason of the nonuse of such license or by reason of a change of location or business rendering the use of such license ineffective. No rebate or refund shall be given upon the suspension or revocation of a license.

. . .

Sec. 9-1-9 – Duties of Licensee.

(a) General Standards of Conduct. Every licensee under this Code shall:

(1) Permit all reasonable inspections of his or her business and examinations of his or her books by the License Officer, Inspector, or any other public authority [authorities] so authorized by law.

(2) Ascertain and at all times comply with all laws and regulations applicable to such licensed business.

(3) Comply with all lawful orders of any enforcing authority of the City, PPD, or any local, state, or federal regulatory agency [or any police officer] relating to the conduct of the licensed business.

. . .

Sec. 9-1-11 – Renewal; fee; application.

(a) Unless otherwise provided, any annual license may be renewed upon filing application for the same and payment of the annual license fee. A delinquent license may be renewed within thirty (30) days after becoming delinquent without payment of a delinquency fee. A delinquent license may be renewed more than thirty (30) days but less than ninety (90) days after becoming delinquent, upon the payment of a delinquency fee of one hundred percent (100%) of the annual license fee in addition to the annual license fee. The License Officer may [shall]

suspend the license of any person or premises delinquent more than ninety (90) days. Upon suspension, the License Officer may require inspection of the business or premises by an Inspector or other regulatory agency to ensure compliance with all applicable local, state and federal laws and regulations prior to removal of the suspension and renewal of the license. [, and such suspension shall remain in force] A license shall remain suspended until Licensee has passed all required inspections and all annual fees and a delinquent fee of one hundred percent (100%) of the annual fee, and all other charges or debts owing to the City, shall have been paid in full. The License Officer may place reasonable conditions, requirements, or restrictions on any license renewed or reinstated after suspension that he or she deems necessary to ensure Licensee will comply with the requirements of this Code.

. . .

Sec. 9-1-12 – Inspection; Enforcement.

(a) Inspections.

(1) Persons Authorized. The following persons are authorized to conduct inspections in the manner prescribed herein:

a. License Officer and Inspectors. The License Officer, Inspectors, or any other enforcement official having duties to perform with reference to any licensee or business shall have authority to make all investigations reasonably necessary to the enforcement of this Title. Prior to any License being approved, denied, suspended, or renewed, the License Officer, Inspector, or other enforcement official having duties to perform with reference to any Licensee, Licensed Business, or Premises may inspect the Licensee, Licensed Business, or Premises for conformance with all applicable laws and all orders from the License Officer or Hearings Officer.

b. [Official Having Duties. The License Officer or any enforcement official shall have authority to order the inspection of licensees, their businesses and premises by any City employees having duties to perform with reference to such licensees or businesses.

c.] Police Officers. All police officers shall have authority to inspect and examine businesses to enforce compliance with this Code.

(2) [Authority of Inspectors.] Right to Enter. All persons authorized to inspect [i]Licensees and Licensed B[b]usinesses shall have the authority to enter, with or without search warrant, at all reasonable times, the following P[p]remises:

a. Those for which a license is required.

b. Those for which a license was issued and which, at the time of inspection, are operating under such a license.

c. Those for which the license has been revoked or suspended.

(3) Reports by Inspectors. Persons inspecting licensees, their businesses or premises as herein authorized shall report all violations of this Code or of other codes,

laws or ordinances to the License Officer or the appropriate licensing board and shall submit such other reports as the License Officer or licensing board shall require. **Any reports of the results of any investigation conducted by any designated Inspector, City department, or other enforcement official having duties to perform with reference to any Licensee, Licensed Business, or Premises shall be delivered by the respective Inspector, department, agency, or official to the License Officer not less than fourteen (14) days prior to the date of any hearing on the application, or if no hearing is pending within thirty-five (35) days of the date of the inspection. The License Officer shall provide the official report of any findings based on the inspection to the applicant.**

(b) Provisional Order. When an inspector has reported the violation of this code or of any code, law or ordinance, the License Officer or, where appropriate, the licensing board having jurisdiction over the licensee, shall issue to the affected person a provisional order to comply.

(1) Nature of Notice. The provisional order and all other notices issued in compliance with this Title, unless otherwise provided, shall be in writing, shall be served as provided in Section 1-1-11 of this Code, and shall apprise the person affected of his or her specific violations. In addition to such service, a copy of such notice may be affixed to the principal entrance or to some prominent structure on the premises.

(2) Period of Compliance. The provisional order shall require compliance within **[fifteen (15)] fourteen (14) days of personal service on the affected person or posting of the notice on the Premises.**

(3) Hearing. Upon written application by the person affected before the expiration of the period for compliance, the License Officer or the appropriate licensing board shall **within two (2) business days refer the matter to the Hearings Officer for [order] a hearing. [Notice of such hearing shall be given the affected person in the manner prescribed.] Upon failure or refusal of the violator affected to comply with the provisional order or request a hearing prior to the expiration of the period for compliance, the License Officer or appropriate licensing board shall then declare and make the provisional order final.**

(c) Modifying Authority of License Officer. Upon written application, or on his or her own motion, the License Officer or the appropriate licensing board shall have the authority, in a proper case, to extend the time for compliance **with a provisional order or to [**, to grant a new hearing date and to**]** change, modify or rescind any recommendation or order.

[(d) Final Order. Upon the failure or refusal of the violator to comply with the provisional order or with any order made after the hearing, the License Officer or the appropriate licensing board shall then declare and make the provisional order final.

(1) Revocation or Suspension. The License Officer or the appropriate licensing board shall have power to suspend or revoke licenses upon making and declaring a provisional order final.

(2) Effect of Revocation or Suspension. Upon revocation or suspension, no refund of any portion of the license fee shall be made to the licensee, and he or she shall immediately cease all business at all places under such license.

(e) Summary Action. When the conduct of any licensee, agent or employee is so

inimically to the public health, safety and general welfare as to constitute a nuisance and thus give rise to an emergency, the License Officer or the appropriate licensing board shall have authority to summarily order the cessation of business and the close of premises or to suspend or revoke the license. Unless waived by the licensee in writing, the License Officer or appropriate licensing board, within ten (10) days after he or she has acted summarily, shall conduct a special hearing for such action in respect to the summary order as may be therein determined. Notice of such hearing shall be given the affected person in the manner prescribed.

(f) Right of Appeal. Except where otherwise provided, within thirty (30) days after the entry of any decision or order of the appropriate licensing board or Licensing Officer, where there is no provision for review by an appropriate board, any person aggrieved by such decision or order may seek to review the same in District Court. Review shall not be extended further than to determine whether the licensing board or the Licensing Officer has exceeded their jurisdiction or abused their discretion. Pending such appeal, all such rulings or decisions shall remain in full force and effect unless stayed by order of court.

(g) Duration of Suspension or Revocation. No suspension shall be for a period longer than the balance of the calendar year for which the license is issued. As part of the order of suspension, the License Officer or the appropriate board or commission may declare the suspended person ineligible to be licensed for a portion of the next calendar year; provided that no order of suspension and ineligibility shall endure for a total period longer than a twelve-month period from the date of suspension. No person whose license has been revoked shall be eligible to reapply for a license in the same or a related business for a period of one (1) year following such revocation.

(h) Unpaid Fee Constitutes Debt.

(1) The amount of any unpaid fee, the payment of which is required hereunder, shall constitute a debt due the City.

(2) The City Attorney, shall, at the direction of the License Officer institute civil suit in the name of the City to recover any such unpaid fee. Such remedy shall be cumulative and in addition to all other remedies and shall not bar or prevent a prosecution in Municipal Court for any violation of this Code.】

Sec. 9-1-13 – License Revocation, Suspension or Nonrenewal.

(a) The appropriate licensing board, License Officer, or Hearings Officer may suspend, revoke or not renew a license upon a finding of one or more of the following:

(1) The Licensee has outstanding official orders from the License Officer, Pueblo Police Department, Pueblo Fire Department, Regional Building Department, the Pueblo City-County Health Department, or any other agency having duties to perform with reference to any Licensee, Licensed Business, or Premises.

(2) A significant criminal act has occurred in the Licensed Business or on the Licensed Premises.

(3) The operation of the Licensee, Licensed Business, or Premises is such that it is or has negatively impacted the health, safety and/or welfare of its patrons or neighboring businesses, residents, or community.

(4) The Licensee, Licensed Business or Premises is delinquent to the City for any taxes imposed pursuant to Pueblo Municipal Code Title XIV.

(5) An investigation performed by the City or License Officer demonstrates or establishes that the Licensee, Licensed Business, or Premises fails to conform to any requirement of this Chapter, the Pueblo Municipal Code, or other applicable law.

(6) The applicant knowingly made a false statement or knowingly gave false information in connection with the application.

(7) It determines that the individual applicant, or a director or officer of a corporation, partner of a partnership, manager of a limited liability company or manager of the Licensee, Licensed Business, or Premises has had a business license revoked or suspended within five (5) years prior to the application.

(8) It determines that the individual applicant or a director or officer of a corporation, partner of a partnership, or manager of a limited liability company or manager of the Licensee, Licensed Business, or Premises has operated a licensed business that was determined to be a public nuisance; or

(b) In the event an appropriate licensing board or License Officer revokes, suspends, or does not renew a license:

(1) The appropriate licensing board or License Officer shall prepare written findings of fact stating the reasons or basis for the revocation, suspension or nonrenewal, and serve the same upon the applicant by personal service, or certified mail, return receipt requested to the address of the applicant.

(2) The applicant shall have the right to request a public hearing before the Hearings Officer. The applicant shall, within fourteen (14) days of the date of the written findings by the licensing board or License Officer revoking, suspending or not renewing the license, make a written request to the License Officer for a hearing. The License Officer shall forward the request for hearing to the Hearings Officer within two (2) business days. The hearing shall be conducted within forty-two (42) days of the License Officer's receipt of the written request for a hearing unless a later date is requested by the applicant in writing. If the applicant fails to request a public hearing within the allotted time, the decision of the licensing board or License Officer to revoke, suspend or not renew the license shall become final. All hearings shall be conducted pursuant to P.M.C. 9-1-14.

(c) In the event the Hearings Officer affirms the decision of the licensing board or Licensing Officer, or revokes, suspends or does not renew a license, the person aggrieved by such decision or order may seek review by the District Court pursuant to C.R.C.P. 106(a)(4).

(d) When the issuance of a license is revoked, suspended, or not renewed and any action is instituted by the applicant to compel its reinstatement or renewal, such applicant shall not engage in the business for which the license was affected unless a license is issued to him or her pursuant to a judgment ordering the same.

(e) Summary Action. When the conduct of any licensee, agent or employee is so inimically to the public health, safety and general welfare as to constitute a nuisance and thus give rise to an emergency, the License Officer or the appropriate licensing board shall have authority to summarily order the cessation of business and the close of premises or to suspend or revoke the license. Unless waived by the licensee in writing, the License Officer or appropriate licensing board, within two (2) business days after he

or she has acted summarily, refer the matter to the Hearings Officer who shall conduct a hearing in respect to the summary order within twenty-one (21) days of the summary action. Notice of such hearing shall be given the affected person by personal service or certified mail, return receipt requested, and regular U.S. mail to the address provided on the License or last license application.

(f) If the licensing board, License Officer or Hearings Officer finds a licensee to be in violation of any provision of this Title, and if it is the Licensee's first violation, the License Officer or Hearings Officer may, in an appropriate case, place the Licensee on a twelve (12) month probationary period and shall impose such mandatory restrictions on the licensee necessary to correct the deficiency or violation.

Sec. 9-1-14. - Hearings.

(a) Notice. Whenever a Hearing is requested or required under this Title, the Hearing Officer shall give the licensee reasonable advance notice of the time and place of the hearing, nature thereof, the authority and jurisdiction under which it is to be held and the violation(s) alleged in the complaint. The Hearing Officer or License Officer shall mail such notice to the licensee by first-class mail, certified mail return receipt requested, and regular U.S. Mail at least ten (10) days prior to the hearing. The License Officer shall prepare and post the Licensed Premises with a sign that contains notice of the hearing date, time and location.

(b) Hearing Procedure. The Hearing Officer shall conduct all hearings pursuant to Title I, Chapter 7 of the Pueblo Municipal Code. The standard of proof shall be by a preponderance of the evidence.

Sec. 9-5-14. – Unlawful Acts; Penalties.

(a) It is unlawful for any person to maintain or operate a Licensee, Licensed Business, or Premises without first obtaining a license from the License Officer.

(b) It is unlawful for any person to maintain or operate a Licensee, Licensed Business or Premises in violation of the provisions of this Chapter.

(c) Violation of any provision of this Title shall be a Class II municipal offense.

Sec. 9-5-15. – Severability

Should any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter or application thereof to any person or circumstance be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Chapter, or its application to any other person or circumstance, and to this end, the provisions of this Chapter are declared to be severable.

SECTION 2.

Title IX, Section 5 of the Pueblo Municipal Code is hereby amended as follows:

Sec. 9-5-1. – [License Required.] Lodging Facility License

[It shall be unlawful to conduct, keep or maintain any hotel, rooming house or lodging houses by whatever name designated in which space is let by the owner or operator to three (3) or more persons who are not husband or wife, son or daughter, mother or father, or sister or brother of

the owner or operator, without obtaining a license therefor as hereinafter set forth; provided, however, that apartment houses and multiple dwellings shall not be required to be licensed hereunder. Such license shall be displayed in a conspicuous place within sight of the main entrance of the rooming house or lodging houses at all times. Such license shall not be transferable. Every person holding such a license shall give notice in writing to the City Clerk within twenty-four (24) hours after having sold, transferred, given away or otherwise disposed of ownership or interest in or control of any hotel, rooming house or lodging houses. Such notice shall include the name and address of the person succeeding to the ownership or control of such hotel, rooming house or lodging houses. The former owner shall not be relieved of responsibility until such notice is filed.】

Definitions.

As used in this chapter, the following terms are defined as follows:

(a) "Calls for service" ("CFS") means and includes, but is not limited to, any and all calls to law enforcement that result in a representative being dispatched or directed to the lodging facility.

(1) Calls for service includes:

a. A call to emergency services that results in a response by a law enforcement representative to the lodging facility.

b. Any police-initiated call for service to the lodging facility that results in a criminal report.

c. Any call to emergency services or police-initiated call for service within the lodging facility's surrounding neighborhood regarding activity that results in a criminal report, when such activity is associated with lodging facility staff and/or lodging facility guests and/or visitors.

(2) Calls for service shall not include traffic citations in which the lodging facility's address is used as the location of violation.

(b) "Calls for service ratio" means the number of calls for service divided by the number of rooms in service at the lodging facility.

(c) "Lodging Facility" means a hotel, motel, motor hotel, inn, boarding house, lodging house, short-term residential rental, homeless shelter, or other similar facility that: (1) has lodging rooms; (2) is located within any commercial or mixed use zone district in the City; (3) accommodates one or more guests under any rental agreement, concession, permit, right of access, license to use or other agreement, whether written or verbal, where the rental period of any lodging room is less than thirty (30) consecutive days.

(d) "Lodging room" means and includes any room, guestroom or sleeping accommodation that accommodates one or more guests.

(e) "Owner" means any person that is the record owner of real property as listed with the Pueblo County Assessor upon which a lodging facility is located. "Owner" shall also mean any part owner, joint owner or lessor of the whole or part of the land or buildings situated on such real property.

(f) "Operator" means any person who is the proprietor of a Lodging Facility,

whether in the capacity of owner, lessee, receiver, sublessee, franchisee, manager or mortgagee in possession thereof, or agent of any aforementioned, who offers and accepts payment for any lodging rooms, or board and lodging, and retains the right of access to, and control of, the lodging facility or lodging room.

(g) "Short-term residential rental" means the rental of a furnished residential property containing a shared room, a single room, multiple rooms, or an entire property for a period from 1 to 29 days.

(h) "Significant criminal act" means an act or acts or attempted act or attempted acts that causes serious bodily injury or death to any person or an act or acts that requires a law enforcement specialized unit or tactical response team.

Sec. 9-5-2. [- Fees.] - License required.

[The license fee for conducting such a hotel, rooming house or lodging houses where not more than twenty (20) rooms are kept for rent shall be the sum of five dollars (\$5.00) per year, and where more than twenty (20) rooms are kept for rent, the license fee therefor shall be the sum of ten dollars (\$10.00) per year.]

(a) It shall be unlawful to conduct, keep, or maintain a Lodging Facility within the City of Pueblo without first obtaining a license therefor. Such license shall be displayed in a conspicuous place within sight of the main entrance of the Lodging Facility at all times.

(b) All Lodging Facilities existing within the City shall apply or re-apply for a license within ninety (90) days of the effective date of this ordinance. All Lodging Facilities existing within the City upon the effective date of this ordinance that have, based on data provided by the Pueblo Police Department, with a Calls for Service Ratio of 1.89 or more during the previous twelve (12) month period shall meet with representatives from the PPD to discuss measures to mitigate criminal activity occurring on the lodging facility's premises. Such meeting shall occur before a lodging facility license is granted.

Sec. 9-5-3. – [Application, approval of department heads; supervision; revocation.] Application; Decision; Appeal.

(a) [Before any license is granted, an application shall be filed by the applicant with the License Officer containing such information as the License Officer shall require, including two (2) or more references as to the integrity and moral character of the applicant.] All applicants for a license shall file an application with the License Officer pursuant to Section 9-1-6. The License Officer shall accept no application that is not complete in every detail. In addition to the information required in Section 9-1-6, no application for a Lodging Facility License shall be deemed complete unless accompanied by the following:

(1) One or more statements as to whether:

a. The applicant or any other individual listed pursuant to subsection (1) of this Section has:

i. Previously operated, is currently operating, or has been employed at a lodging facility; or

ii. Had a previous lodging facility license under this

Chapter, or other lodging facility license ordinances, resolutions or other regulations from another city or county, denied, suspended or revoked, or declared a public nuisance, including the name and location of the business for which the license was denied, suspended, revoked; or declared a public nuisance, as well as the date of the denial, suspension, revocation or declaration as a public nuisance.

b. The applicant or any other individuals listed pursuant to Subsection 3(b)(1) of this Section has been a partner in a partnership or an officer or director of a corporation or manager of a limited liability company of a business whose lodging facility license has previously been denied, suspended, revoked, or declared a public nuisance including the name and location of the business for which the license was denied, suspended, revoked, or declared a public nuisance as well as the date of the denial, suspension, revocation, or declaration as a public nuisance; and

c. The applicant or any other individual listed pursuant to Subsection (3)(b)(1) of this Section holds any other licenses under this Chapter or other similar lodging facility license ordinances from another city or county and, if so, the names and locations of such other licensed businesses.

(2) The location of the proposed lodging facility, including a legal description of the property, street address and telephone number;

(3) The applicant's mailing address and residential address;

(4) A floor plan of the lodging facility that specifies the number of rooms contained in the lodging facility. The floor plan need not be professionally prepared;

(5) Certification that the proposed location complies with all requirements of the City zoning code;

(6) Certification that the applicant and proposed location complies with all applicable building, fire, health and safety codes required by the Building Official of the Pueblo Regional Building Department, the Pueblo Fire Department, and the City-County Health Department.

(7) Certification that the applicant has met and conferred with the PPD regarding criminal activity in and around the proposed location and developed a security plan and mitigation plan, as appropriate.

(b) **【Such license or license renewal shall be issued upon payment of the license fee and upon certification of the Building Official of the Pueblo Regional Building Department, the Fire Chief and the Director of the City-county Health Department that the premises to be license or relicensed comply with existing applicable building, fire and safety codes, and the regulations enforced by the Health Department.】 Payment in full of City license and application fees and any other fees, fines, liabilities or other debts owed to the City.**

(c) **【Any person whose application for a permit to operate a rooming house has been denied may request in writing and shall be granted a hearing on the matter before the License Officer. Such hearing shall be held at such time and place as the License Officer shall direct, not**

to exceed ten (10) days following the date of filing such request for hearing. The decision of the License Officer shall be in writing, and shall state whether or not there is compliance with the laws of the State and this Code. Failure to comply with such laws shall be specifically stated; provided, however, that failure of the License Officer to state noncompliance with any law or Code shall not relieve the applicant from responsibility for compliance therewith. **]** **In addition to the basis set forth in Section 9-1-6, the License Officer may deny an application for a Lodging Facility License if the application is based upon the sale of an existing lodging facility, and the existing lodging facility's CFS ratio is at or above 1.89 calls for service per room, or the lodging facility has other compliance issues, in which case, the applicant must provide, as a prerequisite to being granted a license, a remedial plan to reduce the CFS ratio or resolve the other compliance issues. The applicant must reduce the CFS ratio or resolve the issues within 180 days after license is issued or be subject to license suspension or revocation.**

[(d) Any license issued hereunder shall be subject to suspension or revocation in the event that the licensee has permitted his or her hotel or rooming house to become a fire, health or safety hazard to his or her customers or where he or she has permitted it to become either a nuisance, a place of prostitution, a place for gambling or a place for other activities or conditions prohibited by statute or ordinance, or has failed to comply with any provision of this Chapter.

(e) Whenever upon inspection of any hotel, rooming house, lodging houses or boarding and rooming house, the License Officer finds that conditions or practices exist which are in violation of any provision of this Chapter or of any provision of the Housing Code or any rule or regulation adopted pursuant thereto, the License Officer shall take appropriate enforcement action in writing to the operator of such establishment to correct such conditions or practices as provided in Chapter 1 of this Title.

(f) It shall be unlawful for any person to occupy for sleeping or living purposes any rooming unit in any hotel, rooming house or lodging houses of which the license has been suspended or revoked. **]**

Sec. 9-5-4. – [Registration book required; contents; inspection; exceptions] Short-term rentals.

(a) Licensing Requirements. In addition to the requirements set forth in Sections 9-1-6 and 9-5-3, an applicant for a Short-term Residential Rental Lodging Facility License must also provide the following information:

(1) Proof the applicant must be a legal resident of the United States of America.

(2) Proof the applicant owns the Premises by providing a copy of a warranty deed and/or property owner affidavit.

(3) Written approval from their homeowners association (HOA) for use of the property as a Short-term Residential Rental or written documentation demonstrating the Premises is not subject to an HOA.

(4) Provide a copy of the Conditional Use Permit or Limited Use Permit issued by the Zoning Board of Appeals approving use of the Premises as a Short-term Residential Rental.

(5) The name, address and contact information including a 24-hour contact phone number for the owner or individual designated by owner or agent within Pueblo County who can be contacted in the event of an emergency and respond within one hour.

(6) Each Short-term Residential Rental must provide a brochure to tenants on the Licensed Premises, a copy of which shall be provided with their application, setting forth the following information:

a. the Licensee's contact information,

b. a local responsible party's contact information, and any necessary emergency contact information. For the purposes of this section, "local responsible party" means an individual located in Pueblo County during the entire length of the short-term rental period who has access to the licensed premises. The local responsible party shall be and is authorized to make decisions regarding the licensed premises available twenty-four hours (24), seven (7) days a week and can respond within one hour (1) of notification.

c. information pertinent to the neighborhood where the short-term rental is located including, but not limited to, parking restrictions, restrictions on noise and amplified sound, trash collection schedule, relevant water restrictions, fire evacuation routes, information about burn bans, and any other information, as required by the director, applicable to the short-term residential rental and the surrounding neighborhood.

(7) Proof of property liability insurance in the amount of not less than five hundred thousand dollars (\$500,000.00) or provide proof that property liability coverage in an equal or higher amount is provided by all hosting platforms through which the owner will rent the short-term rental unit. Proof of liability insurance is not required if short-term rental reservations are handled exclusively by hosting platforms (websites) that extend liability coverage of not less than five hundred thousand dollars (\$500,000.00) under terms acceptable to the License Officer.

(8) Written affirmation under penalty of perjury that the applicant has read and understands the Rules and Regulations for Short-term Residential Rental units set forth below and as may be amended from time to time by resolution of City Council:

SHORT-TERM RESIDENTIAL RENTAL RULES AND REGULATIONS

- (1) All short-term tenants shall abide by all applicable noise, housing, and public health ordinances of the City and with all other City fire and safety ordinances.
- (2) Listing on hosting platform i.e., AirBnB/VRBO (emailed link or screenshot)
- (3) No meals shall be prepared for or served to the short-term tenants by the owner or the owner's agents.
- (4) The permit with all local contact information and emergency safety information shall be prominently displayed within the short-term rental unit.
- (5) The owner shall maintain and provide proof of property liability insurance in the amount of not less than five hundred thousand dollars (\$500,000.00) or provide proof that property liability coverage in an equal or higher amount is provided by all hosting platforms through which the owner will rent the short-term rental unit. Proof of liability insurance is not required if short-term rental reservations are

handled exclusively by hosting platforms (websites) that extend liability coverage of not less than five hundred thousand dollars (\$500,000.00) under terms acceptable to the License Officer.

- (6) **Advertising.** It shall be unlawful to advertise a short-term residential rental without the City license number clearly displayed on the face of the advertisement.
- (7) For the purpose of this section, the terms "advertise," "advertising" or "advertisement" mean the act of drawing the public's attention to a short-term residential rental in order to promote the availability of the short-term rental.
- (8) During the term that a short-term rental unit is occupied by a short-term tenant, the owner and/or the local contact person designated by the owner shall be available twenty-four (24) hours per day, seven (7) days per week, for the purpose of responding within one hour to complaints and/or concerns regarding the condition or operation of the short-term rental unit or the conduct of short-term tenants. If the local contact person designated by the owner changes, then the owner shall update the permit on file within three (3) days.
- (9) **Safety requirements.** Each short-term rental shall have smoke detectors, carbon monoxide detectors, and fire extinguishers on the licensed premises during each short-term rental occupancy. It shall be unlawful to operate a short-term residential rental without smoke detectors, carbon monoxide detectors or fire extinguishers.
- (10) **Compliance with city and state laws.** It shall be unlawful to operate a short-term residential rental that does not comply with all applicable city and state laws. *Short-term residential rentals are also barred where existing covenants prohibit them.*
- (11) **Activities that constitute a nuisance, including but not limited to noise, odors, parking violations, litter debris and any activity that violates municipal, state, or federal law may result in revocation of the license.**

License Fee.

[It shall be the duty of every person keeping a hotel, rooming house, lodging houses or boarding and rooming house, either as principal or by an agent, within the City, to keep at the place where such business is carried on a record or register of the name, address, date of arrival, date of departure and number or other description of the room occupied, of all roomers, lodgers, transients and other persons rooming, lodging or boarding and rooming at such hotel, rooming house, lodging houses or boarding and rooming house; such record shall be kept legible and maintained at all hours. The provisions of this Section shall not apply to private residents keeping permanent roomers.**]**

The City shall impose a Lodging Facility licensing fee of \$250 per year, which may be amended by City Council by resolution, necessary to defray the costs of investigation, inspection, and processing the documentation of the activities of lodging facilities as allowed by law:

Sec. 9-5-5. - Manager; Change; Registration Book.

(a) A registered Manager shall be on the premises of a lodging facility at all times. A lodging facility may have more than one registered Manager. It is unlawful for any person to work as a Manager of a lodging facility without first registering with the License Officer.

(b) In the event a Licensee changes the Manager of a Lodging Facility, the Licensee shall immediately report such change and register the new Manager, on forms

provided by the License Officer, within thirty (30) days of such change.

(c) It shall be the duty of the registered Manager to keep at all times on the premises of the Lodging Facility a record or register ("Register Book") of the name, address, date of arrival, date of departure, and number or other description of the room occupied, of all roomers, lodgers, transients, and other persons rooming, lodging or boarding, and rooming at such Lodging Facility. Such Register Book shall be kept legible, maintained at all hours, and made available for inspection by the License Officer, or their designee, or Inspector upon request.

Sec. 9-5-6. - Transferability; Change of ownership.

(a) No License under this Chapter shall be transferable to another person or any other group acting as a unit.

(b) No License under this Chapter shall be transferred to another hotel name or franchise, or hotel location or building.

Sec. 9-5-7. – Partial Operation.

No Lodging Facility shall operate, and no license shall be granted to it unless and until the entire facility is operational and able to be occupied for its intended purpose. Notwithstanding the foregoing, if a portion of an existing licensed Lodging Facility shall become uninhabitable due to fire, water, or other event, the hotel may continue operating the unaffected Lodging Rooms and common areas so long as operation is deemed safe by the Finance Director, PPD, the Fire Chief, the Regional Building Department, and the City-County Health Department, and the Lodging Facility is actively repairing the damaged area. "Actively repairing" shall include but not be limited to the submission of an insurance claim, hiring of contractors, retention of architects or engineers, and obtaining building permits. Failure to progress or complete repairs within a reasonable amount of time shall be justification to suspend, revoke, or deny a license.

Sec. 9-5-8. – Extended Stay.

No Lodging Facility shall allow anyone to rent, use, access a Lodging Room for more than 30 consecutive days unless the Lodging Facility is designated by the Regional Building Department as a "Long Term Stay Hotel" as defined under the applicable building codes.

Sec. 9-5-9. – Unlawful Acts; Penalties.

(a) In addition to acts set forth in Section 9-5-14 of this Code, it shall be unlawful for any person:

(1) To occupy for sleeping or living purposes any Lodging Room in a Lodging Facility that does not have a license or for which the license has been suspended or revoked.

(2) Fail or refuse to comply with the Rules and Regulations for Short-Term Residential Rentals.

SECTION 3.

The officers and staff of the City are authorized and directed 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 upon final passage.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

- ☐ Approved on _____.
- ☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2406, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2406, AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME AND RATIFYING HER SIGNATURE THERETO

SUMMARY:

This ordinance approves a grant agreement with the State of Colorado Department of Law Peace Officer Standards and Training (POST) beginning July 1, 2024, and ending June 30, 2025, and approves and accepts an initial grant award of \$151,715.00 into Project PS2406.

PREVIOUS COUNCIL ACTION:

City Council has approved ordinances accepting CMTR funds each year beginning in July 2017.

BACKGROUND:

The State of Colorado Department of Law POST Grant Agreement provides funds to the forty (40) law enforcement agencies of the Central Mountain Training Region ("CMTR") for the purpose of improving law enforcement technology and training and upgrading necessary equipment. The Pueblo Police Department will act as the fiscal agent for this grant. Decisions related to training, equipment, and technology will be made with the assistance of an advisory board.

FINANCIAL IMPLICATIONS:

This grant will require monitoring, auditing, and submission of financial documents

which will impact the City with staffing costs. The grant does provide monies to offset those expenditures. The Police Department will realize infrastructure benefits as well. Improvements to the Department's shooting range facility and classroom spaces are allowable under this grant. One (1) sworn full-time Police Department employee has been selected to administer this program along with employees from the Finance Department. The City of Pueblo is responsible for administering the drawdown of the grant. The City will submit quarterly reports to Colorado POST documenting expenditures. When excess funds are available to the State, the Colorado Department of Law will award additional funds to CMTR before the end the fiscal year to purchase additional equipment or sponsor additional events. This ordinance allows for the receipt of additional funds in the future to Project PS2406.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Central Mountain Training Region law enforcement leaders have met and support the Pueblo Police Department becoming the fiscal agent for this grant. The Police Department, acting as fiscal agent, will work with the CMTR advisory board to make decisions related to training, equipment, and infrastructure.

ALTERNATIVES:

Decline this grant offer from Colorado POST.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CMTR_FY25_Intergovernmental_Grant_Agmt (1)

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2406, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2406, AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME AND RATIFYING HER SIGNATURE THERETO

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept grants from the state government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the State of Colorado Department of Law Peace Officer Standards and Training (POST) has tendered a Grant Agreement and award (the "Agreement") in the amount of \$151,718.00 for law enforcement training purposes for the Central Mountain Training Region upon conditions recited therein or incorporated therein by reference; and

WHEREAS, the State has made additional awards of funds in the past under previous grant agreements and the Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

WHEREAS, acceptance of the Agreement for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare and safety of the citizens of the City; NOW, THEREFORE

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

SECTION 1.

The Grant Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado Department of Law Peace Officer Standards and Training (POST) for the purpose of providing law enforcement training for the Central Mountain Training Region, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor was authorized to execute the Grant Agreement in the name of and on behalf of the City on July 22nd, 2024; and the City Clerk shall affix the Seal of the City to the Grant Agreement and attest his prior signature.

SECTION 3.

The Police Department is empowered to apply for and accept additional grant awards pursuant to the Grant Agreement as those funds are made available by the State.

SECTION 4.

Project Number PS2406 is hereby established in the Public Safety Grants Fund. All current and future funds accepted under this ordinance shall be budgeted and appropriated into Project Number PS2406 by the Finance Department.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

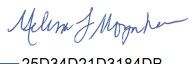
GRANT AWARD LETTER

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS	
State Agency DEPARTMENT OF LAW, PEACE OFFICER STANDARDS AND TRAINING	Agreement Number CTGG1-LAAA GT252024000000000001
Grantee City of Pueblo	
Grant Issuance Date The later of JULY 1,2024 or the date the State Controller or an authorized delegate signs this Grant Letter	
Grant Expiration Date JUNE 30, 2025	Grant Amount State Fiscal Year 2025: \$151,718.00
Grant Authority Authority to enter into this Agreement exists in § 24-31- 303(2)(b), C.R.S., § 24-31-310, C.R.S., and § 42-3-304(24), C.R.S.	
Grant Purpose The Grantee will facilitate training services as identified in Exhibit A (Statement of Work) and Exhibit B (Application and Budget).	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: 1. Exhibit A, Statement of Work. 2. Exhibit B, Application and Budget. 3. Exhibit C, Sample Option Letter 4. Exhibit D, Sample Grant Funding Change Letter	
In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Colorado Special Provisions in §17 of the main body of this Grant 2. The provisions of the other sections of the main body of this Grant. 3. Exhibit A, Statement of Work. 4. Exhibit B, Application and Budget. 5. Exhibit C, Sample Option Letter 6. Exhibit D, Sample Grant Funding Change Letter	

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

STATE OF COLORADO Jared S. Polis, Governor Department of Law Philip J. Weiser, Attorney General DocuSigned by:  5CB773DE1EBE4B8 By: Peggy Valdez, Chief Administrative Officer Date: June 27, 2024	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 Department of Law Philip J. Weiser, Attorney General DocuSigned by:  25D34D21D3184DB By: Melissa Moynham, Department of Law State Controller Delegate Date: June 27, 2024
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1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date. If the Work, including Subcontractor 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 Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work including Subcontractor 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 Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- J. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- L. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- N. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- O. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- P. **“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.
- Q. **“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.
- R. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

- S. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PCI and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- U. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- X. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Y. **“Work Product”** means the tangible and intangible results of the Work, including Subcontractor 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, including Subcontractor 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, including Subcontractor Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. **STATEMENT OF WORK**

Grantee shall complete the Work, including Subcontractor Work, as described in this Grant Award Letter and in accordance with the provisions of Exhibit A and Exhibit B. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. **PAYMENTS TO GRANTEE**

A. **Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds

for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; 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.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. 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 Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. **REPORTING - NOTIFICATION**

F. 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.

G. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State 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.

6. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

7. 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 publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its 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 Grant Award Letter. 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.

8. 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.

9. 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.

10. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

11. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as, 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.

12. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

13. 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.

14. 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.

15. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, 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 Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. Contractor shall comply with and the Work Product provided under this Contract 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 OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor 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 Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor'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.

16. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity

Act, §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.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate

termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

EXHIBIT A - STATEMENT OF WORK

All terms not defined in this Exhibit A shall be the meaning given in the main body of the Grant Agreement.

1. PROJECT DESCRIPTION

1.1 Work. Grantee has submitted a Grant Application (Exhibit B) to POST detailing the Work to be performed by Grantee throughout the term of this Grant. Grantee agrees to complete the Work identified in Exhibit B by the Grant termination date specified in §2(A) of the Grant Agreement.

2. PERSONNEL

2.1 Replacement. Grantee shall immediately notify POST if the Responsible Administrator specified in §2.2 ceases to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify POST and seek its approval, which shall be at POST's sole discretion as the State issued this Grant in part reliance on Grantee's representation regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion may direct Grantee to suspend work on the Project until such time as their replacement is approved.

2.2 Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of Jeff Furney an employee or agent of the Grantee, who is hereby designated as the responsible administrator of this Project.

3. BUDGET

3.1 Budget. The maximum amount payable under this Grant to Grantee by the State is **\$151,718.00.**

3.2 Budget Flexibility. Grantee may adjust individual budget line item expenditure amounts within an individual training course without approval of POST, provided that, there is no increase to the administrative line items, and the cumulative budgetary line item changes do not exceed ten percent (10%) of the total budgeted amount of the line item. All other budgetary modifications shall require POST approval in accordance with the Modification subsection of the General Provisions of this Grant. The request must be approved by POST before deviating from the current approved budget and scope of work. Requests that are not pre-approved may not be reimbursable.

4. PAYMENT

4.1 Payment. Grantee shall submit a request for reimbursement at a minimum on a calendar quarter basis. All invoices must be submitted within 60 days of the training or purchase date and no later than June 30th to be eligible for payment. All requests shall be for eligible expenses, as described in detail in Exhibit B. Requests shall be made using the Grant Management System and be accompanied by supporting documentation equal to 100% of the reimbursement request, a POST-approved Student Attendance Roster or Certificate of Completion, and a completed reimbursement form.

4.2 Final Payment. The final grant payment request must be requested no later than June 30th and shall include only actual expenses incurred prior to June 30th. Payment for training can only be approved for actual services received or performed and completed by June 30th.

Equipment purchases must be made and the receipt of the equipment must be completed by June 30th to be eligible for payment.

4.3 Electronic Fund Transfer. Payments will be remitted by electronic fund transfer.

5. ADMINISTRATIVE REQUIREMENTS

5.1 Accounting. Grantee must maintain properly segregated accounts of POST grant funds and other funds associated with the Work and make those records available to the State upon request. Grantee must have a system that classifies all revenues and expenditures by funding source. The accounting system must have an adequate method of internal controls to safeguard the funds. Expenditures must be tracked and reconciled with the general ledger.

5.2 Procurement. The grantee agrees to have procurement procedures and will document its procurement procedures and maintain the documentation in the grant records when applicable.

5.3 Grant Guidelines. The grantee agrees to develop, implement, and maintain written grant procedures or guidelines that, at a minimum identify how to access training and scholarship funds through the Region, what the Region's allowable costs are, and any applicable rules to be followed by a Region member organization.

5.4 Region Board and By-laws. The grantee agrees to develop, implement, and maintain a Region Board representative of the Region that, at a minimum recommends how annual POST funds will be applied for and distributed throughout the Region. The Region Board shall develop, implement, and maintain written by-laws describing the role and responsibilities of the board.

5.5 Allowable Program Costs. Expenditures shall be in accordance with the approved budget detailed in Exhibit B and Sections 5-9 of the POST Law Enforcement Training Grant Program Guidelines.

5.6 Class Announcement/Enrollment Management/Class Cancellation or Postponement. Grantee agrees to notify POST at least 60 days in advance of the class date. Enrollment will only be available to officers in that training region until 30 days before the class start date. At that time, officers from other training regions may register for the class. Enrollment will close 15 days prior to start date of the class. Enrollment past the close date can occur at the discretion of each training region. The Grantee agrees to limit enrollment for training, including the host agency, to four (4) seats, or 20% of the class size (whichever is greater) for each agency within the Region, until 15 days prior to the start of training. The exception to this is when a course is held at a venue that can accommodate a large number of attendees (such as virtual training) or there are plenty of open seats. POST recommends regions/agencies consider cancelling or postponing classes if they have less than 50% enrollment fifteen (15) days prior to start of the class. Decisions to postpone or cancel a class are at the sole discretion of the region board or agency.

5.7 Audits. Grantee is required to submit to DOL any audit performed for any fiscal year covering a portion of the term of this Grant or any other grants/contracts with DOL. Such audits include but are not limited to a financial-statement audit or single audit in accordance with the Office of Management and Budget's (OMB) A-133 is required when non-federal entities expend \$500,000 or more in federal awards in the entity's fiscal year. Grantee shall insure that audits required are performed and submitted to POST within 6 months of Grantee's fiscal year-end. The final audit report shall be sent to:

Department of Law
Criminal Justice Section, POST
Attention: Kimberly Hernandez, Grant Manager
1300 Broadway, 9th Floor
Denver, CO 80203

5.8 Reporting. Grantee shall submit the following reports, and any other reports requested by POST using the State-provided reporting forms by their due date. A report must be submitted for every calendar quarter, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw-downs may be withheld if these reports are delinquent.

Report Period	Report Type	Due Date
July 1 st -September 30 th	Progress and Financial	October 7 th
October 1 st - December 31 st	Progress and Financial	January 7 th
January 1 st –March 31 st	Progress and Financial	April 7 th
July 1 st – June 30 th	Equipment Inventory	June 30 th
April 1 st -June 30 th	Final Progress and Final Financial	July 7 th

5.9 Reporting of Unexpended Funds. Grantee shall inform POST in writing, no later than **March 31, 2025** of the status of any potential unexpended balance (cost savings). Grantees failure to notify POST of any unexpended balance may result in the reduction or termination of future awards.

5.10 Monitoring. The State shall monitor this Grant through review of submitted reports and other documents as necessary or may also conduct on-site monitoring of the Grantee to determine whether performance goals, administrative standards, financial management and other requirements of the Grant have been met.

5.11 Mandatory Attendance. Grantee attendance at webinars and trainings conducted by POST to enhance the administration of the Grant program is required. Grantee will be notified of all such trainings at least 30 days in advance and shall be reimbursed by POST for per diem and lodging.

5.12 POST Acknowledgement. Grantees are encouraged to make the results and accomplishments of their project activities available to the public. All materials published or resulting from award activities, including videos must contain an acknowledgement of POST support.

5.13 Publications. The grant recipient agrees that any publications, whether written, visual or audio, but excluding press releases, newsletters and issue analysis, issued by the grantee describing training funded in whole or part shall contain the following statement: "This training was supported by a grant from the State of Colorado Office of Peace Officer Standards and Training".

5.14 Curriculum and Instructor Review. Training courses (except for out of state training) and instructors funded by the POST Region Grant Program must be reviewed by POST and assigned a course number prior to the course start date. POST is not liable to reimburse the Grantee for classes that have not been reviewed or assigned a course code number prior to the training. Instructor programs require POST-Board Subject Matter Expert (SME) Committee approval.

5.15 Eligible Training Recipients. POST training region funds are for peace officers who are current employees of law enforcement agencies within the State of Colorado. Civilian employees, civilian employees of law enforcement agencies, federal employees or military personnel may enroll in these courses **only** if there are extra spaces available and no peace officers are displaced or wait listed. Civilian, federal and military personnel **may not** be provided POST funds for scholarships, nor may funds be used to provide refreshments or class supplies. If personnel attending classes are not peace officers the

Training Region is responsible to identify those names on the attendance roster prior to submitting the roster to POST. Grantees may not include civilian, military or military personnel in their reporting numbers to POST or include them in the number of students attending in the grant management data base.

- 5.16 Ineligible Training Recipients:** Law enforcement agencies who are suspended from receiving or attending any POST funded training may not benefit from POST-funded classes. The suspension remains in affect until December 31, 2024. The Training Region is responsible to ensure officers from these agencies are not the recipients of POST-funded training. POST is not liable to reimburse the Grantee for personnel attending classes from law enforcement agencies who are suspended from receiving or attending POST-funded training. The following law enforcement agencies are suspended from receiving or attending any POST funded training until December 31, 2024:

Greater Metro Training Region
Thornton Fire Department

- 5.17 Equipment Report.** If your grant purchased equipment a POST-Inventory Equipment Report must be submitted by June 30th each year. Equipment records must be retained for seven (7) years from the date the report is submitted to POST. If any litigation, claim or audit is started before the expiration of the seven-year period, the records shall be retained until the litigation, claims, or audit findings involving records have been resolved.
- 5.18 Retention of Records.** All grant records must be retained for three (3) years after the end of the state fiscal year that includes the end date of the grant. For example, if the grant ended 6/30/2018, the state fiscal year would be July 1, 2017 to June 30, 2018. The files could be destroyed after June 30, 2021. If an audit is in progress and/or the findings of a completed audit have not been resolved satisfactorily, then records must be retained beyond the three-year period until such issues are resolved.
- 5.19 Grant Records.** Grant records include all financial records, supporting documentation, statistical records, and all other records pertinent to the grant. These include books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, consultant/volunteer time and activity reports, canceled checks, related documents and records.
- 5.20 Conflict of Interest.** In addition to any other applicable laws, the provisions of this section shall apply to all POST grant agreements:

The following individuals shall not solicit or accept, directly or indirectly, any personal benefit or promise of a benefit from the grant recipient or a person negotiating, doing business with, or planning, within the individual's knowledge, to negotiate or do business with the contracting agency:

A member, or any other person or entity under contract with any governmental body that exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project, including but not limited to any employee of the contracting agency or any person serving as the monitor of a personal services contract or a member of the immediate family of any individual described above.

No individual described in paragraph (2) of this subsection shall use his or her position, influence, or information concerning such negotiations, business, or plans to benefit him or herself or another.

A grant recipient shall agree that at the time of contracting the grant recipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the grant recipient's services. The grant recipient shall further covenant that, in the performance of the contract, the grant recipient shall not employ persons having any such known interests.

5.21 Insurance. Grantee shall obtain and maintain insurance as specified in the grant agreement at all times during the term of the award.

5.22 Revision to Guidelines. In response to new state regulations, or to changing circumstances among law enforcement training community or to resources available to peace officers, it may, from time to time, be necessary to change the POST Grant Program Guidelines. Changes impacting grant recipients will be communicated to Regional grantees in order to seek input prior to implementation.

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Colorado Peace Officer
Standards and Training



Exhibit B - Central Mountain Training Region

Overall Summary

	Requested	Approved
Training	\$122,425.00	\$122,425.00
Equipment	\$6,000.00	\$6,000.00
Scholarships	\$15,300.00	\$3,504.00
Grant Management	\$6,596.00	\$6,596.00
Program Delivery	\$13,193.00	\$13,193.00
Grand Total	\$163,514.00	\$151,718.00



Colorado Peace Officer
Standards and Training



Exhibit B

Equipment

Title	Description	Equipment Category	Equipment Expense	Serial/VIN #/Unique Identifier	Grantee Comments	Approved Amount
Ammunition	Ammunition and UTM ammo for regional training classes.	Ammo/Simmuni tions	\$5,000.00			\$5,000.00
Range Materials	Range supplies	Firearms	\$1,000.00			\$1,000.00
			\$6,000.00			\$6,000.00



Colorado Peace Officer
Standards and Training



Exhibit B

Scholarships

Title	Description	Expense Backfill Cost	Expense Tuition/Re gistration Fee	Expense Student Per Diem	Expense Lodging	Expense Training Supplies	Total	Grantee Comments	Approved Amount
Scholarships	Regional scholarships	\$0.00	\$15,300.00	\$0.00	\$0.00				\$3,504.00
		\$0.00	\$15,300.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,504.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Form 8 Required

Class Title

Class #2 Red Dot Instructor

Class Description

Red Dot Instructor Course

Training Category

Firearms

Start Date (est.)

09/11/2024

End Date (est.)

09/13/2024

Name of Facility

Pueblo Police Department Range

Hosting Agency

Pueblo Police Department

Class Location City

Pueblo CO



Colorado Peace Officer
Standards and Training



Exhibit B

Provider Name

Kleiber Investigations

Instructor Name

Dave Kleiber

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

24

Financial Details

Expense Facility Fee

Expense Training Supplies

\$3,000.00

Expense Refreshments

\$300.00

Expense Instructor Costs

\$9,000.00

Expense Backfill Cost

Expense Per Diem



Colorado Peace Officer
Standards and Training



Exhibit B

Expense Lodging

Additional Comments

Total Expense

\$12,300.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Form 8 Required

Class Title

Class #3 POST Approved Handgun Instructor

Class Description

POST approved handgun Instructor training.

Training Category

Firearms

Start Date (est.)

10/21/2024

End Date (est.)

10/25/2024

Name of Facility

Pueblo Police Department Firearms Range

Hosting Agency

Pueblo Police

Class Location City

Pueblo CO, 81003



Colorado Peace Officer Standards and Training



Exhibit B

Provider Name

Kleiber Investigations

Instructor Name

Dave Kleiber

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

\$3,000.00

Expense Refreshments

\$500.00

Expense Instructor Costs

\$15,000.00

Expense Backfill Cost

Expense Per Diem



Exhibit B

Expense Lodging

Additional Comments

Total Expense

\$18,500.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #4 Glock Armor

Class Description

Glock Armor Course.

Training Category

Firearms

Start Date (est.)

11/20/2024

End Date (est.)

11/20/2024

Name of Facility

Pueblo Police Department Community Room

Hosting Agency

Pueblo Police Department

Class Location City

Pueblo Co, 81003



Exhibit B

Provider Name

Glock

Instructor Name

Pending

Anticipated # of Students

25

Estimated Length of Class (# of hrs)

8

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

\$125.00

Expense Instructor Costs

\$8,750.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Exhibit B

Additional Comments

Total Expense

\$8,875.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #5 Evenpulse Resiliency

Class Description

Officer Resiliency

Training Category

Management & Emotional Survival

Start Date (est.)

12/19/2024

End Date (est.)

12/19/2024

Name of Facility

Pikes Peak State College

Hosting Agency

Pikes Peak State College Police Department

Class Location City

Colorado Springs



Exhibit B

Provider Name

Evenpulse

Instructor Name

Stephen Robinson

Anticipated # of Students

30

Estimated Length of Class (# of hrs)

8

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

\$150.00

Expense Instructor Costs

\$5,000.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Exhibit B

Additional Comments

Total Expense

\$5,150.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

IV0082

Class Title

Class # 6 TRUTH Interview and Interrogation

Class Description

Interview and Interrogation

Training Category

Interview & Interrogation

Start Date (est.)

12/03/2024

End Date (est.)

12/04/2024

Name of Facility

Pikes Peak State College

Hosting Agency

Pikes Peak State College Police Department

Class Location City

Colorado Springs



Colorado Peace Officer Standards and Training



Exhibit B

Provider Name

CallBox Training

Instructor Name

Tyrone Campbell

Anticipated # of Students

30

Estimated Length of Class (# of hrs)

16

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

\$300.00

Expense Instructor Costs

\$8,000.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Colorado Peace Officer
Standards and Training



Exhibit B

Additional Comments

Total Expense

\$8,300.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

IV0081

Class Title

Class #7 LLRMI New Detective

Class Description

New Detective training for Police Officers

Training Category

Investigations

Start Date (est.)

01/06/2025

End Date (est.)

01/10/2025

Name of Facility

Pikes Peak State College

Hosting Agency

Pikes Peak State College Police Department

Class Location City

Colorado Springs Co



Exhibit B

Provider Name

Legal Liability Risk Management Institute

Instructor Name

pending

Anticipated # of Students

30

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

\$750.00

Expense Instructor Costs

\$14,500.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Exhibit B

Additional Comments

Total Expense

\$15,250.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

pending

Class Title

Class #8 FBI LEEDA SLI

Class Description

Leadership training for police

Training Category

Leadership

Start Date (est.)

03/03/2025

End Date (est.)

03/07/2025

Name of Facility

Pueblo Police Department Community Room

Hosting Agency

Pueblo Police Department

Class Location City

Pueblo Co



Colorado Peace Officer Standards and Training



Exhibit B

Provider Name

FBI

Instructor Name

Pending

Anticipated # of Students

25

Estimated Length of Class (# of hrs)

28

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

\$625.00

Expense Instructor Costs

\$17,500.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Colorado Peace Officer
Standards and Training



Exhibit B

Additional Comments

Total Expense

\$18,125.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

FA0038

Class Title

Class #9 Carbine Instructor

Class Description

Carbine Instructor for Police Officers

Training Category

Firearms

Start Date (est.)

03/17/2025

End Date (est.)

03/21/2025

Name of Facility

Pueblo Police Department Firearms Range

Hosting Agency

Pueblo Police Department

Class Location City

Pueblo Co



Colorado Peace Officer
Standards and Training



Exhibit B

Provider Name

Kleiber Investigations

Instructor Name

Dave Kleiber

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

\$5,000.00

Expense Refreshments

\$500.00

Expense Instructor Costs

\$15,000.00

Expense Backfill Cost

Expense Per Diem



Exhibit B

Expense Lodging

Additional Comments

Total Expense

\$20,500.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #10 LLRMI Responding to Death Scenes

Class Description

Death Scene Response for Police Officers

Training Category

Investigations

Start Date (est.)

02/25/2025

End Date (est.)

02/26/2025

Name of Facility

Pikes Peak State College

Hosting Agency

Pikes Peak State College Police Department

Class Location City

Colorado Springs



Colorado Peace Officer
Standards and Training



Exhibit B

Provider Name

Legal Liability Risk Management Institute

Instructor Name

Pending

Anticipated # of Students

30

Estimated Length of Class (# of hrs)

16

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

\$300.00

Expense Instructor Costs

\$6,500.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Exhibit B

Additional Comments

Total Expense

\$6,800.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

TC0064

Class Title

Class # 11 PPD SWAT School

Class Description

PPD SWAT School

Training Category

Tactical & Specilized Teams

Start Date (est.)

04/28/2025

End Date (est.)

05/02/2025

Name of Facility

Pueblo Police Department Firearms Range and PPD

Hosting Agency

Pueblo Police Department

Class Location City

Pueblo Co



Exhibit B

Provider Name

PPD SWAT

Instructor Name

Captain Dan Anderson, Captain Zach Ballas

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

\$6,000.00

Expense Refreshments

\$500.00

Expense Instructor Costs

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Colorado Peace Officer
Standards and Training



Exhibit B

Additional Comments

Total Expense

\$6,500.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #12 Human Factors and Use of Force

Class Description

Human Factors and Use of Force lecture

Training Category

Use of Force

Start Date (est.)

01/22/2025

End Date (est.)

01/22/2025

Name of Facility

Pikes Peak State College

Hosting Agency

Pikes Peak State College Police

Class Location City

Colorado Springs CO



Exhibit B

Provider Name

Ed Kafel

Instructor Name

Ed Kafel

Anticipated # of Students

25

Estimated Length of Class (# of hrs)

8

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

\$125.00

Expense Instructor Costs

\$2,000.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Colorado Peace Officer
Standards and Training



Exhibit B

Additional Comments

Total Expense

\$2,125.00

EXHIBIT C, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Agreement Number of the Original Contract
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx \$0.00	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: _____
--	--

Page 1 of 3

1. GRANT FUNDING CHANGE

In accordance with §**Insert Section Number** of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

- A. The funding available for State Fiscal Year 20xx is Increased/Decreased by \$Amount of Change, because Insert Reason For Change.
- B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

1. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

2. NO ORDER FOR WORK

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

3. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO

Jared S. Polis, Governor

INSERT-Name of Agency or IHE

INSERT-Name & Title of Head of Agency or IHE

By: Name & Title of Person Signing for Agency or IHE

Date: _____

In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____

Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for
approval

Grant Funding Change Letter Effective Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2024 SPECIAL MUNICIPAL ELECTION

SUMMARY:

This Ordinance approves an Intergovernmental Agreement with Pueblo County to perform the functions required in the Administration of the November 5, 2024 Special Municipal Election to be conducted as a Coordinated Election and Mail Ballot Election.

PREVIOUS COUNCIL ACTION:

On July 8, 2024 City Council approved an Ordinance directing that the November 5, 2024 General Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

Pursuant to §1-1-111(2), C.R.S., the City may contract with the County Clerk and Recorder of the County in which the political subdivision is organized to perform all or part of the required duties in conducting the election. The City has approved an IGA for Election Services each year the City has participated in a Coordinated Election with the County.

BACKGROUND:

The City is a home-rule city charged with the responsibility of providing for and governing the conduct of all its municipal elections pursuant to Articles 2, 3, 17, 18 and 19 of its Charter and Article XX of the Colorado Constitution. Section 1-7-116 C.R.S. requires entry into and performance of an intergovernmental agreement where political subdivisions and the County Clerk and Recorder cooperate in the conduct and financing of the election. The IGA outlines the allocation of the responsibilities between

the City and the County in the conduct of the election.

FINANCIAL IMPLICATIONS:

The City shall pay to the County Clerk the City's share of the actual cost of materials and services directly attributable to the City's participation in the Coordinated Election, including the preparation and mailing of a TABOR Notice, if necessary. The cost is estimated to be between \$100,000 and \$120,000. Funding for the costs associated with conducting the SpecialMunicipal Election have been allocated in the City Clerk's 2024 Departmental Budget.

BOARD/COMMISSION RECOMMENDATION:

It has been determined by the Board of Elections that it is in the best interest of the City and its residents to participate in and conduct its election as a coordinated election and mail ballot election in accordance with the procedures and requirement of the Uniform Election Code of 1992, except to the extend same conflict with a specific provision of the City Charter.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None. Per Section 17-2 of the City Charter general municipal elections shall be held on the First Tuesday in November. It is more cost effective for the City to participate in a Coordinated Election than for the City to independently conduct its own election.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. 2024 Election IGA

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2024 SPECIAL MUNICIPAL ELECTION

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

SECTION 1.

The Intergovernmental Agreement for election services between the City of Pueblo, a Colorado municipal corporation and the County of Pueblo, a political subdivision of the State of Colorado, dated August 12, 2024, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Intergovernmental Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, between Pueblo County, a political subdivision of the State of Colorado, on behalf of the Clerk and Recorder of Pueblo County, hereinafter referred to as the "County Clerk," and the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to as "City."

WITNESSED:

WHEREAS, the City is a home-rule city charged with the responsibility of providing for and governing the conduct of all of its municipal elections pursuant to Articles 2, 3, 17, 18, and 19 of its Charter and Article XX of the Colorado Constitution; and

WHEREAS, the County Clerk has the facilities to perform the functions required in the administration of those elections and is authorized to conduct elections as provided by law; and

WHEREAS, Colorado Constitution Article XIV, Section 18 (2)(a), and C.R.S. § 29-1-203, as amended, authorize the County Clerk and the City to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, by Ordinance enacted on July 8, 2024, the City has determined that it is in the best interests of the City and its residents to participate in and conduct its election to be held on November 5, 2024, as a "coordinated election" and "mail ballot election" in accordance with the procedures and requirements of the Uniform Election Code of 1992 and related rules and regulations promulgated by the Colorado Secretary of State (collectively, "the Code"), except to the extent same conflict with a specific provision of the Charter; and

WHEREAS, C.R.S. § 1-7-116, the Code requires entry into and performance of intergovernmental agreements where political subdivisions and the county clerk and recorder cooperate in the conduct and financing of the election and provide for reasonable sharing of costs; and

WHEREAS, the Constitution of Colorado, Article X, Section 20 and the Code, require the production of a mailed Notice ("TABOR Notice") concerning certain ballot issues that may be submitted to the electors of the City; and

WHEREAS, the TABOR Notices of several jurisdictions are to be sent as a package where jurisdictions overlap ("TABOR Notice Package"); and

WHEREAS, the need to produce the TABOR Notice Package requires that there be County-wide coordination of the production and mailing of the TABOR Notice Package to effectuate the purposes of said constitutional section; and

WHEREAS, the County Clerk and Recorder of Pueblo County and the City desire to set forth their respective responsibilities in the production and mailing of the TABOR Notice Package for elections conducted pursuant to this Intergovernmental Agreement; and

WHEREAS, the County Clerk and the City have determined that it is in the best interests of the County, the City, and their respective inhabitants and landowners to cooperate and contract concerning the coordinated election on November 5, 2024 upon the terms and conditions contained

herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. GENERAL MATTERS:

A. Purpose:

The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and the City in the conduct and financing of the November 5, 2024 election.

B. Coordinated Election Official and Other Election Personnel:

Except as otherwise provided in this Section, the County Clerk shall act as the Coordinated Election Official for the conduct of the election for the City for all matters in the Code which require action by the Coordinated Election Official, except to the extent such action must be performed by the City Clerk or City's Board of Elections pursuant to Charter requirements and except as otherwise provided in this Agreement.

The City designates Marisa Stoller, City Clerk, as its "Designated Election Official" who, together with the City's Board of Elections, shall be the primary liaison between the City and the County Clerk and who shall have the primary responsibility for the conduct of the election procedures to be handled by the City hereunder and who shall cooperate with the County Clerk in the conduct of the election.

- C. The County Clerk shall conduct the coordinated election on November 5, 2024 in conformity with the Code. The City shall provide explicit written instruction to County Clerk regarding any action City determines the County Clerk must perform that is required by the City Charter and which conflicts with the Code. With respect to the November 5, 2024 election, the Parties have communicated in advance of this Agreement and have determined that no deviations from the Code are currently being requested.
- D. The parties acknowledge that for the purposes of the coordinated election on November 5, 2024, regardless of any registration requirements in the City Charter or City Code, the County Clerk will decide who is eligible to receive ballots pursuant to C.R.S. §1-2-101.
- E. The parties acknowledge that all interpretations of the City Charter and City Code shall be and remain the sole responsibility of, and are to be exclusively handled by, the City.

II. DUTIES OF THE COUNTY CLERK:

The County Clerk shall perform the following duties for the City in connection with the conduct of the coordinated election to the extent required:

- A. Determine the "least cost" method for mailing the TABOR Notice Package.
- B. Combine the text of the TABOR Notice produced by the City, if any, with those of other jurisdictions to produce the TABOR Notice Package. The County Clerk may determine the order of the TABOR Notice submitted by the City and those of other jurisdictions to be included in the TABOR Notice Package, provided, however, that the materials supplied by the City shall be kept together as a group and in the order supplied by the City, unless as otherwise required by the Code.
- C. Address the TABOR Notice package to "all registered voters" at each address of one or more active registered electors of the City. Nothing herein shall preclude the County Clerk from sending the TABOR Notice or Notice Package to persons other than electors of the City if such sending arises from the County Clerk's efforts to mail the TABOR Notice Package at "least cost".
- D. Mail the TABOR Notice Package, as required by the Code.
- E. Provide the final layout of the mail ballots and official ballots to the City in order to permit the City to review, proofread, and approve before the County Clerk authorizes the printing of the ballots. Within twenty-four (24) hours of receipt of ballots from County Clerk, the City shall return the ballots following review, proofreading and approval.
- F. Arrange for the printing, and have printed, all mail ballots and official ballots. In consultation with the Designated Election Official, the County Clerk will order the number of ballots reasonably expected to be required to be printed for each Voter Service Poling Center ("VSPC").
- G. Mail to all active registered electors eligible to vote in the City's November 5, 2024 coordinated election at the last mailing address appearing in the County Clerk's records, a mail ballot packet, as required by law.
- H. Appoint, train, pay and as required by law, provide written materials to a sufficient number of qualified election judges to adequately serve the number of electors anticipated to vote in the coordinated election. The election judges for the City election may be the same persons as are employed for elections held by other jurisdictions on the same day and at the same VSPC(s).
- I. Conduct such formal training sessions for the election judges as deemed reasonably

necessary by the County Clerk.

- J. Perform all services necessary for mail ballot in the City's coordinated election, including preparing of mail ballots and mail ballot voter materials, and receiving and processing of applications for mail ballots, mailing mail ballot materials, receipt of mail ballot materials, checking voter qualifications, and preparation for counting, opening, and conduct of the VSPC(s).
- K. Oversee the performance of the election judges with respect to their posting duties of required sample ballot, instruction cards, precinct maps, and other interior VSPC(s) postings as may be required by law.
- L. Certify the results of the City's election within the time required by law and forthwith provide the City with a copy of all election statements and certificates which are to be created under the Code and provide City with election abstracts and official certifications in such number as the City may reasonably require.
- M. Store all voted ballots for a minimum of twenty-five (25) months and all signature cards of electors who cast ballots at the election for a minimum of twenty-five (25) months, and all other materials required by law to be saved for twenty-five (25) months. If necessary, in connection with or to resolve any challenge, suit, or other legal question that might arise regarding the election, the City requires access to stored ballots, the County Clerk shall cooperate with the City to provide appropriate access to the same.
- N. Facilitate special accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Absentee Voting Act.
- O. Conduct a recount of any contest where the final ballot tabulation mandates a recount under C.R.S. § 1-10.5-101 or if requested by an interested party C.R.S. § 1-10.5-106.

III. ELECTION COSTS:

- A. County Clerk shall keep a careful, accurate, and contemporaneous accounting of time, supplies, and salaries chargeable to the City including
 - 1. Charging the City for that portion of staff time, including salary and benefits, directly attributable to conducting the coordinated election on behalf of the City and that portion of building rental, both for set-up and VSPC's and materials directly attributable to the City for the preparation and conduct of the coordinated election.
 - 2. Charging the City for the cost of election and mail ballot judges, provided, however, that such cost shall be prorated by multiplying the number of

judges and dividing the result by the number of jurisdictions utilizing each VSPC.

3. The cost of any recount(s) will be charged and prorated among each of the participating Public Entities involved in the recount.

- B. Adhere to all applicable provisions of the Code which are necessary or appropriate to the performance of the above duties.

IV. DUTIES OF THE CITY:

In consideration of the foregoing, the City agrees to perform the following tasks and activities to the extent required:

- A. Provide the County Clerk all TABOR Notices concerning City ballot issues in the manner required by the Code on or before September 23, 2024, by 4:30 p.m. Such TABOR Notice shall include:
 1. The election date, hours, ballot title, text, and the City's local election office address and the City's election office telephone number.
 2. For proposed City tax or bonded debt increases, the estimated or actual total of City fiscal year spending for the current year and each of the past four years and the overall percentage and dollar change.
 3. For the first full fiscal year of each proposed City tax increase, City estimates of the maximum dollar amount of each increase and of district fiscal year spending without the increase.
 4. For proposed City bonded debt, its principal amount and maximum annual and total district repayment cost and the principal balance of total current City bonded debt and its maximum annual and remaining total City repayment cost.
 5. Two summaries, up to five hundred (500) words each, one for and one against any ballot proposal, of written comments filed with the Designated Election Official. The summary shall neither mention names of persons or private groups nor make any endorsements of or resolutions against the proposal. Petition representatives following these rules shall write this summary for their petition. The Designated Election Official shall maintain and accurately summarize all other relevant written comments.
 6. Summarize written comments concerning ballot issues following receipt of such comments received from the Designated Election Official and the public as necessary for use in the TABOR Notice.

7. A completed TABOR Notice shall be provided to the County Clerk in Microsoft Word format. Regardless of the total number of pages, the submission to the County Clerk shall be on one side of each page. This submission shall be in the form that shall be printed by the County Clerk and may not be changed by the City following submission to the County Clerk without special written dispensation from the County Clerk (such dispensation may be withheld for any or no reason) and shall be provided to the County Clerk on or before September 24, 2024.
- B. Perform such acts as may be required by law or the City Charter, including circulation, approval, review, and all other activities, relating to any matter that may concern the City. The Designated Election Official shall interact with any City petition representatives, including but not limited to, working to ensure that the Designated Election Official receives the summary of written comments for their petition within the time required by law.
- C. Certify the complete ballot content to the County Clerk, on or before September 6, 2024; review, proofread, and approve the final ballot and provide to the County in the same manner set forth, within the time required by law and provide the ballot content in hard copy and in Microsoft Word format.
- D. Review, proofread and confirm the layout, format, and text of the official ballots within twenty-four (24) hours of receipt before the County Clerk authorizes the printing of the ballots.
- E. Pay to the County Clerk the City's share of the actual cost of materials and services specified in items 1-10 of this Section, Paragraph E. upon receipt of the itemized statement for same. (The City agrees to compensate the County Clerk on a prorated basis for costs not solely related to the City's election, and to pay full cost of materials and services solely related to the City's election). The City represents that funds have been appropriated for this Election and are sufficient to compensate the County Clerk for the services described in this Agreement.
 1. Actual costs of services, materials, and mileage associated with the conduct of the election. Actual costs include, but are not limited to, the costs of labor, printing, and materials itemized, identified, and consumed for the conduct of the City's election. The actual cost of labor includes the actual hourly wage, including overtime whether paid or provided as compensatory time, and all associated benefits paid to each staff member, which are directly attributable to conducting the coordinated election on behalf of City.
 2. Actual costs for a complete alphabetical listing of electors, in electronic format.
 3. Actual costs for alphabetical listing by precinct.

4. Actual costs for election preparation, set-up and tabulation and processing charge.
 5. Actual costs of building rental for set-up activities and VSPC.
 6. Actual costs for election and mail ballot judges.
 7. Actual costs of preparation and publication of all notices required by the Election Code.
 8. Actual cost of preparing and printing the ballots.
 9. Actual costs for all mailings.
 10. Any other cost or expense shall be as mutually agreed to between the City and the County Clerk. Such agreement shall be in writing and signed by both parties in compliance with Section VI., Paragraph B. herein.
- F. Within the time frames established by C.R.S. § 1-10-201, the City shall appoint two (2) members to serve on the Canvass Board. Clerk and Recorder shall be a member of the Canvass Board, as well as two (2) appointees of any other political subdivision that is participating in the election.
- G. Provide a current, accurate map with a legal description of the City and its boundaries. In addition, the City shall provide necessary GIS data to reflect its current boundaries.
- H. The City and its Designated Election Official shall cooperate with the Coordinated Election Official in the conduct of all dates and responsibilities of the Coordinated Election Official in the conduct of the election.
- I. The City shall notify County Clerk in writing regarding actions City requests County Clerk to undertake when provisions of the City Code or Charter conflict with the Uniform Election Code.
- I. The City shall be solely liable in the event the conduct of the Election does not conform with the City Charter or City Code.

V. TERM/TERMINATION:

This Agreement is intended to apply to the November 5, 2024 election. The effective date of this Agreement is upon the signatures of the parties to this Agreement, except as to those activities mandated by statute, and shall automatically terminate on February 28, 2025,

provided, however, that the County Clerk's record retention obligations provided in Section II., Paragraph M., shall survive termination.

VI. OTHER:

A. CANCELLATION OF ELECTION BY THE CITY:

In the event that the City, at some time after the effective date of this Agreement, resolves not to hold the election, then notice of such resolution shall be provided to the County Clerk immediately. The City shall promptly pay the County Clerk the full actual costs of the activities of the County Clerk, relating to the City's costs associated with the election, both before and after the County Clerk's receipt of such notice. The City shall publish notice, as defined in the Code, of such cancellation in at least two (2) newspapers of general circulation in Pueblo County. The County Clerk shall post notice of the cancellation in the Office of the County Clerk and the Contact Officer shall post notice of the cancellation on the official bulletin board located in the lobby of City Hall, #1 City Hall Place, Pueblo, CO 81003. The City shall not cancel the election after September 2, 2024. This section is not intended to affect nor apply to any initiated matter deemed cancelled pursuant to C.R.S. § 31-2-210(3.5).

- B. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representation, and understandings between them. All duties, services, labor expenses, and costs needed or required in connection with this election that are attributable to the City, other than those specified above or by amendment to this Agreement, shall be provided by, and be the sole responsibility of, the City. No variation or modification of this Agreement and no waiver of any of the Agreement's provisions or conditions will be binding unless made in writing and signed by duly authorized owners, principals, or officers of the City and Pueblo County. This Agreement shall be construed and enforced according to the laws of the State of Colorado.

This Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors, and assigns. Any delegation or assignment of this Agreement by either party without the prior written consent of the other party shall be void. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of its provisions.

- C. Except as set forth elsewhere in this paragraph, all notices to be given in this Agreement shall be made in writing and shall be sufficient if delivered personally due to the need for timely transmission of information to the other party at the following addresses:

Pueblo County Clerk and Recorder
Attention: Candace Rivera
Pueblo County Election Division 201 West Eighth Street, 7th Floor
Pueblo, CO 81003
719-583-4622

and

City of Pueblo
Attention: Marisa Stoller, City Clerk
#1 City Hall Place
Pueblo, CO 81003
719-553-2669

D. CONFLICT OF AGREEMENT WITH LAW:

In the event that any provision of this Agreement conflicts with the Code or other statutory or regulatory law, this Agreement shall be modified to conform to such law. No subsequent resolution of the Board of County Commissioners or of the City shall impair the rights of the County Clerk or the City hereunder without the consent of the other party to this Agreement except as provided by Section V. herein.

E. TIME OF THE ESSENCE:

Time is of the essence of this Agreement. The statutory time requirements of the Code shall apply to the completion of the tasks required by this Agreement except as those time requirements are specifically modified in this Agreement as a result of the provisions in the City Charter.

F. GOOD FAITH:

The parties shall implement this Agreement in good faith including acting in good faith in all matters that require joint or coordinated action.

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

ATTEST:

PUEBLO COUNTY, COLORADO

By: _____
Clerk to the Board

By: _____
Chairman, Board of County Commissioners

Date: _____

ATTEST:

**CITY OF PUEBLO,
A MUNICIPAL CORPORATION**

By: _____
City Clerk

By: _____
Mayor

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
City Attorney's Office

By: _____
Pueblo County Clerk and Recorder

Date: _____

Date: _____

By: _____
Pueblo County Attorney's Office

Date: _____

ORDINANCE NO.

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, A PROPOSED AMENDMENT TO SECTIONS 3-5 AND 5-2 OF THE CHARTER OF THE CITY OF PUEBLO SETTING THE MAXIMUM PENALTY FOR VIOLATION OF THE CHARTER AND PUEBLO MUNICIPAL CODE AND FIXING THE BALLOT TITLE THEREFOR

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

SECTION 1.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the special municipal election to be held on November 5, 2024, proposed amendments to the Charter of the City of Pueblo, more particularly set forth in Section 3 of this Ordinance.

SECTION 2.

This ballot title (submission clause and title) for the proposed Charter Amendment set forth in Section 3 hereof is hereby fixed and adopted as follows:

BALLOT QUESTION NO. ____ - CHARTER AMENDMENT

(_____)

SHALL SECTIONS 3-5 AND 5-2 OF THE CHARTER OF THE CITY OF PUEBLO BE AMENDED TO UPDATE THE CHARTER TO ALLOW CITY COUNCIL TO SET BY ORDINANCE THE MAXIMUM PENALTY TO BE IMPOSED BY MUNICIPAL COURT CONSISTENT WITH COLORADO REVISED STATUTES?

-- YES
-- NO

SECTION 3.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the special municipal election to be held on November 5, 2024, an amendment to the Charter of the City of Pueblo, as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added)

ARTICLE 3

City Council

Section 3-5. – **General Powers**

The Council shall have the power to adopt all ordinances, resolutions or other legislation conducive to the welfare of the people of the City and not inconsistent with this Charter, and the

Council shall not perform any executive functions except those functions assigned to the Council by this Charter. The Council shall:

- a. Have all legislative powers of municipal government conferred by general law, except as provided in this Charter. The Council shall act only by ordinance in matters of legislation or appropriations, or when action by ordinance is otherwise required by this Charter, by ordinance, or by general law; and may act by ordinances or resolutions in other matters. When Council expresses opinions, principles, facts or propositions, it shall be in the form of a resolution [;].
- b. Provide for penalties for violations of its ordinances. No fines or imprisonments shall exceed the following limits: Fines, **[one thousand dollars (\$1,000.00)] such amount set forth in Section 13-10-113, C.R.S., as amended**; imprisonment, one (1) year; or a combination of both fine and imprisonment within the designated limits. The amount by which any fine exceeds three hundred dollars (\$300.00) is dedicated to graffiti control and removal and other law enforcement activities as determined by Council.
- c. Not be otherwise limited in its punitive or enforcement measures.
- d. Approve compensation for boards, commissions and all employees in the Classified and Unclassified Service.
- e. Have the discretion to investigate any agency and the official acts of any officer or employee thereof, and may compel by subpoena attendance and testimony of witnesses and production of books and documents.
- f. Establish and adopt by ordinance or resolution five-year goals and one-year objectives for the City, which goals and objectives shall be reviewed and revised annually by the Council. In doing so, Council shall consult with the Mayor, seek advice from appropriate boards and commissions, and hold one or more public hearings before adopting or revising the goals and objectives of the City.
- g. Hire the personnel necessary to enable the Council to adequately perform its duties [;].
- h. Not interfere in executive appointments or removals except for the purpose of confirmation on appointments. The Council and its members shall deal with the administrative service solely through the Mayor and neither the Council nor any member thereof shall give orders to any subordinates of the Mayor either publicly or privately. Council shall not interfere in the removal of heads or directors of bureaus, departments, city employees, or Mayor-appointed boards and commissions.
- i. Faithfully execute and comply with all laws, ordinances, regulations and resolutions of the City and all laws of the State of Colorado and the United States of America which apply to the City.

ARTICLE 5

Municipal Court

Section 5-2. - **Penalty for Violation**

Any person who shall violate any of the provisions of this Charter for the violation of which no punishment has been provided herein, shall be deemed guilty of an offense, and upon conviction thereof shall be punished by a fine **in an amount set by ordinance** not exceeding **such amount set forth in Section 13-10-113, C.R.S., as amended** [one thousand dollars (\$1,000.00)] or by imprisonment not exceeding one (1) year, or by both such fine and imprisonment. Other punitive or enforcement measures as adopted by the City Council shall be enforced.

SECTION 4.

The City Council does hereby find, determine and declare that the ballot title set forth in Section 2 hereof fairly expresses the true meaning and intent of the referred Charter amendment.

SECTION 5.

The officials of the City are authorized and directed to take all actions necessary, appropriate or required to implement the provisions of this Ordinance. The City Clerk is directed to publish notice of election of the proposed Charter Amendment in conformity with the provision of C.R.S. 1-7.5-101 *et seq.* and C.R.S. 31-2-210(4) and to certify the Ballot Title to the Pueblo County Clerk and Recorder no later than sixty days before the November 5, 2024 coordinated election, as provided by C.R.S. 1-5-203(3) and C.R.S. 31-2-210 (3.5).

SECTION 6.

This Ordinance shall become effective upon final passage and approval.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, A PROPOSED AMENDMENT TO SECTIONS 3-5 AND 5-2 OF THE CHARTER OF THE CITY OF PUEBLO SETTING THE MAXIMUM PENALTY FOR VIOLATION OF THE CHARTER AND PUEBLO MUNICIPAL CODE AND FIXING THE BALLOT TITLE THEREFOR

SUMMARY:

Attached is a proposed Ordinance referring to the registered voters of the City proposed amendments to the City's Charter.

PREVIOUS COUNCIL ACTION:

Sections 3-5 and Section 5-2 of the City Charter were last amended in 2008.

BACKGROUND:

This Ordinance is part of a larger modernization effort by City staff to amend the Charter to make it consistent with state statute. In 2013, the Colorado legislature increased the maximum amount of allowable fines in municipal courts from \$1,000 to \$2,650. This Ordinance proposes to amend the Charter to bring fines levied by Municipal Court in line with fines allowed pursuant to C.R.S. § 13-10-113. The new Charter provision allows maximum fines to be set by City Council Ordinance. This will provide more flexibility and allow Council to determine fines as deemed appropriate up to the maximum amount allowed by state statute.

FINANCIAL IMPLICATIONS:

Financial implications include the cost of placing this Ordinance along with other proposed Charter amendments on the ballot at the 2024 Special Election.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

A “no action” alternative would keep the Charter in its current form and limit the maximum fine allowed to \$1,000.00.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, PROPOSED AMENDMENTS TO SECTIONS 1-5, 2-6, 2-10, 3-9, 3-18, 3-19, 3-20, 3-21, 6-1, 7-28, 8-12, 15-6, 17-6, 17-8, 17-9 AND 17-10 OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

SUMMARY:

Attached is a proposed Ordinance referring to the registered voters of the City proposed amendments to the City's Charter.

PREVIOUS COUNCIL ACTION:

Council has previously submitted to the eligible electors of Pueblo certain Charter Amendments. The goal of this Ordinance is to amend outdated, impractical and confusing language from the Charter.

BACKGROUND:

This Ordinance is part of a larger modernization effort by City staff to amend the Charter to remove or amend language which may be confusing, impractical or no longer be relevant compared to when the Charter was adopted approximately 70 years ago.

FINANCIAL IMPLICATIONS:

Financial implications include the cost of placing this Ordinance along with other proposed Charter amendments on the ballot at the 2024 Special Election.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

A “no action” alternative would keep the Charter in its current form.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, PROPOSED AMENDMENTS TO SECTIONS 1-5, 2-6, 2-10, 3-9, 3-18, 3-19, 3-20, 3-21, 6-1, 7-28, 8-12, 15-6, 17-6, 17-8, 17-9 AND 17-10 OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

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

SECTION 1.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the special municipal election to be held on November 5, 2024, a proposed amendment to the Charter of the City of Pueblo, more particularly set forth in Section 3 of this Ordinance.

SECTION 2.

This ballot title (submission clause and title) for the proposed Charter Amendment set forth in Section 3 hereof is hereby fixed and adopted as follows:

BALLOT QUESTION NO. ____ - CHARTER AMENDMENT

(_____)

SHALL THE CHARTER OF THE CITY OF PUEBLO BE AMENDED TO UPDATE AND MODERNIZE TERMS AND TECHNOLOGY REFERENCED WITHIN THE CHARTER, AND IN CONNECTION THEREWITH: AMEND SECTION 1-5 TO INCLUDE SIGNIFICANT FINANCIAL LOSS TO THE CITY IN THE DEFINITION OF EMERGENCY ORDINANCE; CLARIFY SECTION 2-6 AS TO WHEN AN ELECTED OFFICE IS DEEMED VACANT; AMEND SECTIONS 2-10 AND 3-19 TO ALLOW FOR PUBLICATION OF LEGAL NOTICES ON THE CITY'S WEBSITE; CLARIFY CITY COUNCIL MAY ENTER INTO CONTRACTS AND LEASES PURSUANT TO SECTION 3-9; AMEND SECTION 3-18 TO CHANGE THE FONT USED WHEN AMENDING THE CHARTER AND MUNICIPAL CODE; AMEND SECTION 3-20 TO INCLUDE PREVENTION OF SIGNIFICANT FINANCIAL LOSS UNDER EMERGENCY ORDINANCES; AMEND SECTION 3-21 TO REMOVE THE REQUIREMENT THAT A PAPER COPY OF INDEXED ORDINANCES BE KEPT; AMEND SECTION 6-1 TO REMOVE THE RESIDENCY REQUIREMENT FOR THE CITY ATTORNEY; AMEND SECTION 7-28 TO ALLOW THE UNIT COST REQUIRED FOR EQUIPMENT-OWNED RECORD KEEPING TO BE SET BY ORDINANCE; DELETE SECTION 8-12 TO REMOVE COMPULSORY RETIREMENT; AMEND SECTION 15-6 TO ALLOW CONTRACT AND PURCHASE AMOUNT ALLOWED BY TRUSTEES OR COMMISSIONERS OF WATER DISTRICTS TO BE SET BY ORDINANCE AND ALLOWING PUBLICATION OF NOTICE ONLINE; AMEND SECTION 17-6 TO IDENTIFY MAIL-IN BALLOT AS THE PREFERRED METHOD; DELETE SECTIONS 17-8 AND 17-9 TO REMOVE THE CITY CLERK'S REQUIREMENT TO REGISTER VOTERS; AND AMEND SECTION 17-10 TO ALLOW THE TIMELINE FOR CANDIDATES' FILING OF STATEMENT OF EXPENSE TO BE SET BY ORDINANCE.

-- YES

SECTION 3.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the special municipal election to be held on November 5, 2024, an amendment to the Charter of the City of Pueblo, as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added).

ARTICLE 1

General Provisions

Section 1-5. – Definitions

Certain words and phrases, when used herein, are hereby declared to have the following meanings:

- a. "Agency" shall mean any Bureau, Department, Division, or other organizational unit in the executive branch of city government;
- b. "Allotment" shall mean a portion of an appropriation made available for expenditure during a specified period of less than one year;
- c. "Appropriation" shall mean an authorization by the Council to expend from public funds a specified maximum sum for a specified purpose and during a specified time;
- d. "Area" in the case of councilmen elected by district shall mean the councilmen district; for councilmen elected at large, it shall mean the City;
- e. "Bureau" shall mean an organization of two (2) or more departments headed by one (1) person, responsible directly to the Mayor. The heads of departments within the bureau are directly responsible to the Bureau Head;
- f. "Candidate" shall mean any person seeking nomination or election to any city office in Pueblo;
- g. "Class" when used in connection personnel administration, shall mean a definitely recognized kind of employment in the Classified Service comprising positions that are so nearly alike in duties and responsibilities that they can be equitably treated under similar conditions for personnel purposes;
- h. **Reserved.**
- i. "Classified Service" shall mean the aggregate of all positions in municipal service covered by Civil Service;
- j. "Department" shall mean one of the major organizational units of the City;
- k. "Division" shall mean a primary subdivision of a department headed by one person responsible directly to the Department Director;
- l. "Emergency Ordinance" shall mean an ordinance, the passage of which shall be necessary to the preservation or protection of public health, property, or safety; **or prevention of significant financial loss to the City;**
- m. "Employees" shall mean all persons in municipal service who are not officers;
- n. "General Law" shall mean the Constitution and Statutes of the State of Colorado and common law to the extent that common law has been adopted in Colorado;
- o. "Officers" shall mean persons in municipal service specifically declared by this Charter to be officers;
- p. "Qualified Elector" shall mean a person entitled to vote at a general municipal election, if registered, and if not registered, otherwise eligible to vote; the term is synonymous with qualified voter;
- q. "Qualified Taxpaying Electors" shall mean such of the qualified voters as shall in the twelve months immediately preceding the date of election have paid a City property tax on property listed on the county assessment rolls;

r. "Unclassified Service" shall mean the aggregate of all positions in municipal service not covered by Civil Service.

ARTICLE 2

Municipal Officers

Section 2-6. - Elected Officers*

All elected officers shall continue to hold office until their successors are duly elected and **qualified unless the elective office is deemed vacant**. An elective office shall become vacant whenever any officer **is recalled, resigns, is elected to another elected office**, becomes permanently incapacitated, either physically or mentally, and cannot perform the duties of his office, or if a councilman absents himself from two (2) regular council meetings during any one (1) calendar year without reasonable excuse, as determined by the rules of procedure of the Council. Any officer after final conviction of a felony shall forfeit his office forthwith. If a councilman elected from a district moves from such district during his term of office, his office is automatically declared vacant. In the case of vacancy of a district council member, the Council shall fill the vacancy by appointment of an eligible person from such district. In case of a vacancy of a council member elected at large, the Council shall fill the vacancy by appointment of an eligible person selected from the City at large.

Any vacancy in an elective office, except for the office of Mayor, shall be filled by appointment of the Council. Any person appointed to fill a vacancy in an elective office shall have the qualifications required of persons regularly elected and shall hold the office until the next general municipal election when the vacancy shall be filled by election according to law and until his successor is qualified. The term of office of any officer elected to fill a vacancy shall terminate at the expiration of the term during which the vacancy occurred.

Any vacancy in the office of Mayor shall be filled in accordance with Section 4-11 of this Charter.

Section 2-10. - Legal Notices-Publication

Whenever the Charter of Pueblo, any ordinance, rule or regulation, regularly adopted or promulgated thereunder provides for publication of a legal notice, such notice, unless otherwise provided for in said Charter, shall be published **free of charge on the public website of the City of Pueblo and may link the notices to any appropriate social media accounts of the local public body** [at least once in a newspaper of wide distribution and general circulation, printed and published daily in the City of Pueblo. The Purchasing Agent shall secure competitive bids for publication of legal notices].

ARTICLE 3

City Council

Section 3-9. - Power to Make Contracts

The Council may enter into contracts and leases on behalf of the Municipal Government [by ordinance only]. All written contracts, to which the Municipal Government is a party, shall be approved as to form by the City Attorney.

Nothing shall prevent making of contracts or spending of money for capital improvements to be financed in whole or in part by issuance of bonds, nor making of contracts

of lease or for services for a period exceeding the budget year in which such contract is made.

Section 3-18. - **Form of Ordinances***

Every ordinance, except the Annual Budget Ordinance and an ordinance making a general codification of ordinances, shall be confined to a single subject which shall be clearly expressed in its title. All ordinances shall be introduced in written or printed form. All ordinances which amend existing ordinances shall set forth in full the section or subsection to be amended and shall indicate matter to be omitted from the amended section or subsection by **adding a horizontal line through the omitted text** [enclosing the same in brackets] and new matter by underscoring. When published prior to enactment as specified in Section 2-10, or in accord with Section 3-23, the same indications of omitted and new matter shall be used except that italics may be substituted for underscoring. The enacting clause of all ordinances shall be: "BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO". Unless another date is specified therein, an ordinance shall take effect on the tenth day following its passage.

Section 3-19. – **Procedure for Passage***

An ordinance may be introduced at any regular meeting by any member of the Council or any committee thereof. Upon introduction it shall be presented a first time, and a day and an hour set at which the Council or a Committee shall hold a public hearing thereon. Such hearing may be at a regular meeting of the Council or at such time and place where the Council may order and may be adjourned from time to time. An ordinance, before its final passage, shall be presented in at least two regular meetings of the Council, may be amended on either presentation, and shall be published once [in a newspaper of the City] in such manner as may be provided by this Chapter, at least ten (10) days before its final passage, except in case of a public emergency as hereinafter provided.

Section 3-20. – **Emergency Ordinances**

Emergency ordinances for the immediate preservation or protection of public health, property or safety, **or prevention of significant financial loss to the City** may be introduced at a regular meeting or at any special meeting provided the subject hereof has been included in the notice of such meeting. An emergency ordinance shall be presented the first time and published as provided in the case of other ordinances and may be read a second and final time with or without amendment at any regular or special meeting subsequent to such publication. An emergency ordinance shall contain a specific statement of the emergency, and shall require the affirmative vote of a majority of the Council Membership for adoption as an emergency measure. No ordinance making a grant or any franchise or any special privilege **or creating a tax or fee** shall ever be passed as an emergency ordinance.

Section 3-21. - **Disposition of Ordinances**

The City Clerk shall present all ordinances approved by the Council to the Mayor within forty-eight (48) hours of final passage. If the Mayor approves the ordinance as passed by the Council, he or she shall sign it within five (5) days after receiving it. If the Mayor disapproves, the ordinance shall be returned to the Council within five (5) days after with the Mayor's objections in writing. If then five (5) of the Council members vote to pass the same over the Mayor's veto at the next regular meeting of Council, it shall become an ordinance notwithstanding the objections of the Mayor. If the mayor does not return the ordinance with written objections within the time specified, it shall take effect as if the Mayor had approved it. Ordinances shall be signed by both the Mayor and the President of the Council, or the President of the Council in the case of veto override, both on the ordinance itself and in the ordinance record. [All ordinances of Pueblo shall be indexed by subject by the City Clerk in a

book kept for that purpose which shall be a public record.]

ARTICLE 6

Department of Law

Section 6-1. - City Attorney - Appointment - Qualifications

There shall be a Department of Law, the Director of which shall be known as the City Attorney. [He] **They** shall be [a resident of the City of Pueblo, and] a duly licensed attorney of the State of Colorado for at least three years immediately prior to [his] **their** appointment, and shall have been actively engaged in the practice of law during such three years. [He] **They** shall receive such compensation as may be fixed by the Council.

ARTICLE 7

Finance Administration

Section 7-28. - Purchases*

There shall be established a Department of Purchases and Supplies, the Director of which shall be the City Purchasing Agent, under jurisdiction of the Mayor. Pursuant to rules and regulations established by ordinance, the Purchasing Agent shall contract for and purchase all supplies, materials, equipment and contractual services required by any department, office or agency of the City Government. He shall have the following powers and duties:

a. To establish and enforce with approval of the Mayor and after consultation with the directors of the departments concerned, standard specifications for all supplies, materials and equipment required by the City Government;

b. To prescribe the time of making requisitions for such supplies, materials and equipment, and the future period which said requisitions are to cover;

c. To inspect, or cause to be inspected, all deliveries of such supplies, materials and equipment, and to cause tests to be made when necessary in order to determine their quality and conformance with the specifications;

d. To supervise and control such central storerooms as the Council may provide by ordinance to serve the several departments, offices or agencies;

e. To supervise transfer of materials, supplies and equipment between departments or agencies, as needed, after consultation with the department or agency heads concerned;

f. To sell those surplus articles no longer of use to the Municipality before their value is lost through obsolescence, deterioration or spoilage, and to sell all scrap metals, materials or equipment. At each sale a number of prospective buyers shall be asked to quote prices by sealed bids and such articles shall be sold to the highest bidder, or the Purchasing Agent may reject all bids;

g. To create and maintain a record of non-expendable property owned by the City of Pueblo. The Equipment-Owned Record is to cover only those items of movable equipment having the following characteristics:

(1) Having a unit cost in [excess of \$50.00] **an amount to be set by ordinance,**

and such other items as the Purchasing Agent may prescribe;

(2) Shall include only those items of equipment not carried as a regular stock item in the city storerooms;

h. To mark, or cause to be marked, with identification or number, all equipment owned by the City of Pueblo to prevent misuse thereof;

i. To purchase at the expense of the City, Surety Bonds for all officers and employees of the City required by law or ordinance to furnish such bonds to the City, and insurance of such types against liability, loss or damage on the part of the City or its property as the Council, upon recommendation of the Mayor, may authorize, and be responsible for collection of insurance benefits and other matters relating to the administration of the City's insurance.

ARTICLE 8

Personnel Administration

Section 8-12. – Reserved. [Compulsory Retirement

Compulsory retirement ages for city employees shall be: sixty (60) years for the Police and Fire Departments, and sixty-five (65) years for all other city employees.

As of the effective date of this Charter, present employees of the Fire and Police Departments who are fifty-five (55) years of age, or older, may at their discretion, continue in such employment for an additional five (5) years. Employees of all other city departments who are sixty (60) years of age or older may at their discretion continue in such employment for an additional five (5) years. Such employees desiring to continue employment for an additional five (5) years must pass once each year a physical and mental examination based upon the requirements of the job they are holding at such time.

Certain exceptions to the compulsory retirement age for city employees may be permitted within the following limitations: Upon reaching the retirement age, such employees who desire to continue employment beyond the compulsory retirement age shall be required to pass a physical and mental examination based upon the requirements of the job they are holding at such time and upon passing such examination, conducted under supervision of the Civil Service Commission, may apply to have such employment continued for a two-year period. Nothing herein shall prevent the continuance of such employment upon passing the proper examination for additional periods of one year in each instance until reaching the age of seventy (70).]

ARTICLE 15

Water and Water Works

Section 15-6. - Contracts*

No contract shall be entered into, and no purchase shall be made by the Trustees or Commissioners of the existing water districts, or by the Board of Water Works of Pueblo, involving the expenditure of a sum in **an amount to be set by ordinance** [excess of One Thousand Dollars (\$1,000.00)], except for personal, professional or technical services not lending themselves to competitive bidding, until a proposal for bids for the materials or services covered by such contracts or purchase shall have been [advertised by one publication in a daily newspaper of general circulation in Pueblo] **published** at least ten days prior to the making of

such contract or purchase.

ARTICLE 17

Elections

Section 17-6. - **Balloting**

The vote on all proposals and election of candidates shall be by **mail-in ballot** [voting machines] whenever available, **or by alternative method established by ordinance**. [If a voting machine should become inoperative during balloting, paper ballots shall be used under the supervision of the Board of Elections of the City.]

Section 17-8. – **Reserved.**[Registration*

Registration of all voters shall be as follows:

a. The City Clerk shall register all voters at his or her office up to and including twenty-nine (29) days before any election.

b. A voter may be legally registered by presenting himself in person or by a member of his immediate family of legal age residing at the same address.

c. The name of a voter once registered shall remain on the registration list until stricken as hereby provided:

(1) Within thirty (30) days after any general city election the City Clerk shall strike from the registration lists in each precinct the name of every person who failed to vote at such election.

(2) At any time up to and including twenty-nine (29) days before any election, any qualified elector may file a verified complaint with the Judge of the Municipal Court, giving the name, or names of any person or persons, whom he believes to be illegally registered with his reasons therefor. Immediately upon receipt of such a complaint the Municipal Judge shall issue and provide for the delivery of a summons which shall command attendance at a hearing before him of such persons mentioned in the verified complaint. If upon hearing, it shall appear that any such person, or persons, has been illegally registered, his name shall be stricken from the registration list.

d. For the twenty-nine (29) days before and on the day of any municipal election, any registered elector, by appearing in person at the City Clerk's office, may complete a sworn affidavit for change of address from a precinct within the City in which the elector is registered, stating that the elector has moved prior to the thirtieth day before the election and that the elector has lived at the new address in the new precinct within the City for at least thirty days. Upon the receipt of the request, the City Clerk shall verify the registration of the elector at the new address and, upon verification, change the elector's registration to the new address.】

Section 17-9. – **Reserved.** [Optional Registration Plan*

At any time in the future the City Council may adopt this plan for registration instead of the aforementioned Section. Registration of all qualified electors shall be follows: The City Clerk shall, not later than twenty-nine (29) days before any City election, obtain from the County Clerk a registration list of all qualified electors who are residents of the City of Pueblo. Such registration list shall be the official city registration record. All qualified electors shall be considered duly registered and continue to be registered until such time as their names are

stricken from the election records of the County Clerk.]

Section 17-10. - **Statement of Expenses**

Every candidate at any City election shall [within thirty (30) days thereafter] **within the time set by ordinance**, file a sworn statement of election expenditures which shall include such itemizations and disclosures as the City Council shall by ordinance specify and require.

No political party, directly or indirectly, and no public service corporation, nor any other person, firm or corporation owning, interested in, or intending to apply for any franchise or contract with the City, shall contribute or expend any money or valuable thing, directly or indirectly, to assist in the election or defeat of any candidate or candidates.

The provisions and prohibitions of this Article relating to candidates shall also apply to each and every City officer and employee in Pueblo.

SECTION 4.

The City Council does hereby find, determine and declare that the ballot title set forth in Section 2 hereof fairly expresses the true meaning and intent of the referred Charter amendment.

SECTION 5.

The officials of the City are authorized and directed to take all actions necessary, appropriate or required to implement the provisions of this Ordinance. The City Clerk is directed to publish notice of election of the proposed Charter Amendment in conformity with the provision of C.R.S. 1-7.5-101 *et seq.* and C.R.S. 31-2-210(4) and to certify the Ballot Title to the Pueblo County Clerk and Recorder no later than sixty days before the November 5, 2024 coordinated election, as provided by C.R.S. 1-5-203(3) and C.R.S. 31-2-210 (3.5).

SECTION 6.

This Ordinance shall become effective upon final passage and approval.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, A PROPOSED AMENDMENT TO ARTICLE 19 – RECALL OF ELECTED OFFICERS, OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

SUMMARY:

Attached is a proposed Ordinance referring to the registered voters of the City a proposed amendment to Article 19 of the City's Charter relating to recall of elected officers.

PREVIOUS COUNCIL ACTION:

Council has previously submitted to the eligible electors of Pueblo certain Charter Amendments. The goal of this Ordinance is to amend outdated, impractical and confusing language from the Charter.

BACKGROUND:

This Ordinance is part of a larger modernization effort by City staff to amend the Charter to make it consistent with state statute and modern practices. Article 19 of the City Charter was last amended in 2004.

FINANCIAL IMPLICATIONS:

Financial implications include the cost of placing this Ordinance along with other proposed Charter amendments on the ballot at the 2024 Special Election.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

A “no action” alternative would keep the Charter in its current form.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, A PROPOSED AMENDMENT TO ARTICLE 19 – RECALL OF ELECTED OFFICERS, OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

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

SECTION 1.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the special municipal election to be held on November 5, 2024, a proposed amendment to the Charter of the City of Pueblo, more particularly set forth in Section 3 of this Ordinance.

SECTION 2.

This ballot title (submission clause and title) for the proposed Charter Amendment set forth in Section 3 hereof is hereby fixed and adopted as follows:

BALLOT QUESTION NO. ____ - CHARTER AMENDMENT

(_____)

SHALL ARTICLE 19 OF THE CHARTER OF THE CITY OF PUEBLO BE AMENDED TO ALLOW FOR GREATER ELECTION COORDINATION AND LESSEN THE NEED FOR STANDALONE ELECTIONS AT THE CITY'S EXPENSE BY EXTENDING THE TIME ALLOWED FOR THE RECALL OF ELECTIVE OFFICERS?

-- YES
-- NO

SECTION 3.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the special municipal election to be held on November 5, 2024, an amendment to the Charter of the City of Pueblo, as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added)

ARTICLE 19

Recall for Elective Officers

Section 19-1. - **Petition for Recall**

Any elective officer may be recalled by the registered electors of Pueblo. The procedure to effect such removal shall be as follows: No recall petition shall be circulated until the form thereof has been approved by the City Clerk who shall approve or disapprove the form of petition by close of business [of the second] **five (5)** business days following submission of the proposed form of petition. A petition signed by registered electors residing in the area from which an elected officer is elected, equal in number to at least twenty-five (25) per centum of the entire vote cast at the last preceding election for all candidates for the position which the incumbent sought to be recalled occupies, demanding an election for the recall of such incumbent, and for the election of his successor, shall be addressed to the Council and filed

with the City Clerk. The petition shall contain a specific statement in not more than two hundred (200) words of the grounds upon which removal is sought. The signatures on the petition need not all be appended to one page of the petition, but every signer shall include thereon the place of residence, with sufficient description to identify it. One of the signers of each such petition shall make an affidavit before an officer competent to administer oaths, that each signature appended to the petition is the genuine signature of the person whose name it purports to be. All papers composing said petition shall be filed as one instrument with an endorsement thereon of the names and addresses of three persons designated as filing the same; provided, that before any petition for recall is circulated, an affidavit of not more than two hundred (200) words shall be made by one or more registered electors residing in the area from which the officer is elected, stating the name of the officer sought to be removed and the grounds upon which the removal is sought, and filed with the City Clerk. Said affidavit may be on information and belief. The officer sought to be removed may file with the City Clerk a statement of not more than three hundred (300) words in reply by way of justification of his or her course in office.

Section 19-2. - **Filing Petition**

Within [ten (10)] sixty (60) days from the filing of said petition the City Clerk shall ascertain whether the petition is signed by the requisite number of qualified registered electors, and shall attach thereto his certificate showing the result of such examination.

If the petition be insufficient, he shall forthwith in writing notify one or more of the persons designated on the petition as filing the same. The petition may then be amended within ten (10) days from the filing of the certificate. The City Clerk, within five (5) days after such amendment, shall make like examination of the amended petition and attach thereto his certificate of the result. If still insufficient he shall return the petition to one of the persons designated thereon as filing it, without prejudice to the filing of a new petition for the same purpose.

Section 19-3. - **Calling Election**

If the petition or amended petition is found sufficient the City Clerk shall submit the same with his or her certificate to the Board of Elections without delay. If the officer sought to be removed does not resign within five (5) days thereafter, the Council shall order an election to be held on a Tuesday, fixed by it, [not less than forty-five (45) nor] no more than one hundred twenty (120) [ninety (90)] days from the date of the City Clerk's certificate that a sufficient petition is filed; provided, that if any city election is to occur within [ninety (90)] one hundred eighty (180) days from the date of the City Clerk's certificate, the recall election shall, whenever feasible, be held as a part of such other coordinated [city] election.

There shall be no administrative protest procedure to challenge the City Clerk's determination of sufficiency or insufficiency of the petition.

If a vacancy occurs in said office after a recall election has been ordered, the election to fill the vacancy shall nevertheless proceed as provided in this Article.

Section 19-5. - **Nominations on Recall***

Anyone desiring to become a candidate at the recall election shall do so by petition as required in [Section 17-4](#), except that nominating petitions may be circulated beginning on the first business day after the Council sets the date for the recall election, and shall be filed with the City Clerk [at least twenty (20) days after the date the recall election is set before said election] within the timeframes as set forth in the Pueblo Municipal Code in order to have

the candidate's name placed on the ballot.

The officer sought to be recalled shall not be a candidate to succeed himself.

SECTION 4.

The City Council does hereby find, determine and declare that the ballot title set forth in Section 2 hereof fairly expresses the true meaning and intent of the referred Charter amendment.

SECTION 5.

The officials of the City are authorized and directed to take all actions necessary, appropriate or required to implement the provisions of this Ordinance. The City Clerk is directed to publish notice of election of the proposed Charter Amendment in conformity with the provision of C.R.S. 1-7.5-101 *et seq.* and C.R.S. 31-2-210(4) and to certify the ballot title to the Pueblo County Clerk and Recorder no later than sixty days before the November 5, 2024 coordinated election, as provided by C.R.S. 1-5-203(3) and C.R.S. 31-2-210 (3.5).

SECTION 6.

This Ordinance shall become effective upon final passage and approval.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, PROPOSED AMENDMENTS TO SECTIONS 4-2, 17-2, 17-4, AND 17-5 OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

SUMMARY:

Attached is a proposed Ordinance referring to the registered voters of the City proposed amendments to the City's Charter.

PREVIOUS COUNCIL ACTION:

Council has previously submitted to the eligible electors of Pueblo certain Charter Amendments. The goal of this Ordinance is to amend outdated, impractical and confusing language from the Charter.

BACKGROUND:

This Ordinance is part of a larger modernization effort by City staff to amend the Charter to remove or amend language which may be confusing, impractical or no longer be relevant compared to when the Charter was adopted approximately 70 years ago.

FINANCIAL IMPLICATIONS:

Financial implications include the cost of placing this Ordinance along with other proposed Charter amendments on the ballot at the 2024 Special Election.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

A “no action” alternative would keep the Charter in its current form.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, PROPOSED AMENDMENTS TO SECTIONS 4-2, 17-2, 17-4, AND 17-5 OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

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

SECTION 1.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the special municipal election to be held on November 5, 2024, a proposed amendment to the Charter of the City of Pueblo, more particularly set forth in Section 3 of this Ordinance.

SECTION 2.

This ballot title (submission clause and title) for the proposed Charter Amendment set forth in Section 3 hereof is hereby fixed and adopted as follows:

BALLOT QUESTION NO. ____ - CHARTER AMENDMENT

(_____)

SHALL THE CHARTER OF THE CITY OF PUEBLO BE AMENDED AS FOLLOWS TO AMEND SECTION 4-2 TO ADJUST THE MAYOR'S TERM FOR THE POSSIBILITY OF A RUNOFF ELECTION; AMEND SECTION 17-2 TO ALLOW FOR FLEXIBILITY IN THE DATE OF THE RUNOFF ELECTION; AMEND SECTION 17-4 TO REQUIRE A GREATER NUMBER OF SIGNATURES TO BE QUALIFIED AS A CANDIDATE FOR MAYOR; AND AMEND SECTION 17-5 TO ALLOW THE TIMEFRAME FOR SUBMISSION OF PETITIONS TO BE SET BY ORDINANCE?

-- YES
-- NO

SECTION 3.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the special municipal election to be held on November 5, 2024, an amendment to the Charter of the City of Pueblo, as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added)

ARTICLE 4

Mayor

Section 4-2. - **Mayor's Term**

The term of Mayor, unless another date is necessitated by runoff election, recall or removal [unless sooner recalled or removed], shall begin on the second Tuesday in January of the year following election and shall be for four (4) years or until a successor is duly elected and qualified. After having served two (2) consecutive terms, the incumbent Mayor shall be ineligible to hold office thereafter.

ARTICLE 17

Elections

Section 17-2. - **Municipal Elections***

A general municipal election shall be held on the first Tuesday in November of each odd number year, except that the first Mayoral election shall be held as provided in [Section 20-3](#). Special municipal elections shall be held in accord with the provisions of this Charter. To be elected Mayor, a qualified candidate shall have received a majority of the votes cast for such office. If no candidate receives a majority of the votes cast, a special run-off election shall be held [on the first Tuesday in the month following]. If a run-off election is required, the two (2) persons with the highest number of votes cast for the office shall appear on the ballot as candidates. Notwithstanding, the Council, by ordinance, may designate an alternative method of run-off election.

Section 17-4. - **Nomination**

Any qualified elector may be nominated for an elective office by petition. A petition for this purpose shall be signed **by not less than one thousand (1,000) nor more than one thousand, two hundred (1,200) qualified electors for each candidate to be elected Mayor,** by not less than one hundred (100) nor more than two hundred (200) qualified electors for each candidate to be elected at large, and not less than fifty (50) nor more than one hundred (100) qualified electors for each candidate to be elected from districts. A qualified elector may sign as many petitions as there are offices to be filled by election at large, and may also sign one petition for each candidate to be elected from his district. The signatures on the nominating petition need not all be subscribed on one petition, but to each separate page of the petition there shall be attached a signed statement of the circulator thereof, stating the number of signers of each page of the petition and that each signature appended thereto was made in his presence and is the genuine signature of the person whose name it purports to be. All signatures on the petitions of nomination shall include thereon the place of residence of the signer with sufficient description to identify it. The form of the nominating petition shall be determined by the City Clerk.

Section 17-5. - **Acceptance of Nomination**

No nominating petition shall be accepted unless accompanied by a signed acceptance of the nomination form, such form to be determined by the City Clerk. If a petition is found to be signed by more persons than the number legally permitted, the last signatures in excess of that number shall be disregarded even if some of the earlier signatures are void. If a petition is found to be signed by fewer persons than the number certified, the signatures shall be accepted unless void on other grounds. If a petition is found to be signed by more persons than the number of signatures certified by the circulator, the last signatures in excess of the number certified shall be disregarded. Within five days after the filing of a nominating petition the City Clerk shall notify the candidate and the person who filed the petition whether or not it is found to be signed by the required number of registered electors. If a petition is found insufficient, the City Clerk shall return it immediately to the person who filed it with a statement certifying wherein the petition is found insufficient. Within the regular time for filing petitions such a petition may be amended and filed again as a new petition (in which case the time of the first filing shall be disregarded in determining the validity of signatures thereon) or a different petition may be filed for the same candidate. The petition of each person nominated shall be preserved by the City Clerk until the expiration of the term of office for which he has been nominated. [Any signature made earlier than sixty (60) days prior to the date of the election shall be void.] All

nominating papers comprising a petition shall be filed as one instrument with the City Clerk **within the timeframes as set forth in the Pueblo Municipal Code.** [not earlier than ninety-one (91) days before the election and not later than seventy-one (71) days before the election.] The City Clerk shall make a record of the exact time at which each petition is filed and shall take and preserve the name and address of the person by whom it is filed. A person who has been nominated, may withdraw by filing with the City Clerk a request therefor in writing, and in the event that the withdrawal of candidacy is not made in time for the candidate's name to be taken off the ballot, any votes for the candidate shall be deemed invalid and shall not be counted.

SECTION 4.

The City Council does hereby find, determine and declare that the ballot title set forth in Section 2 hereof fairly expresses the true meaning and intent of the referred Charter amendment.

SECTION 5.

The officials of the City are authorized and directed to take all actions necessary, appropriate or required to implement the provisions of this Ordinance. The City Clerk is directed to publish notice of election of the proposed Charter Amendment in conformity with the provision of C.R.S. 1-7.5-101 *et seq.* and C.R.S. 31-2-210(4) and to certify the ballot title to the Pueblo County Clerk and Recorder no later than sixty days before the November 5, 2024 coordinated election, as provided by C.R.S. 1-5-203(3) and C.R.S. 31-2-210 (3.5).

SECTION 6.

This Ordinance shall become effective upon final passage and approval.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO GENEALOGICAL SOCIETY OF HISPANIC AMERICA DBA FRAY ANGELICO CHAVEZ CHAPTER IN THE AMOUNT OF \$2,000 TO SPONSOR THE ANNUAL CONFERENCE ON SEPTEMBER 27-29, 2024 AT COLORADO STATE UNIVERSITY PUEBLO

SUMMARY:

Attached for consideration is a request for support of the Genealogical Society of Hispanic America dba Fray Angelico Chavez Chapter in the amount of \$2,000 to sponsor the Annual Conference on September 27-29, 2024 at Colorado State University Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Sarah Martinez is requesting \$2,000 to support the Annual Conference, "History in Our Own Backyard," at Colorado State University Pueblo from September 27-29, 2024.

National Genealogical Society of Hispanic America will be in Pueblo for its annual meeting hosted by the local chapter. About 220 people are expected to attend from California, Utah, New Mexico and throughout Colorado. Events will be based out of Colorado State University Pueblo with extra outings to the Pueblo Heritage Museum, El Pueblo History Museum, and a field trip to the Battlefield of De Anza and Cuerno Verde.

The purpose of the GSHA is to promote Hispanic genealogical and historical research and education, and to expand awareness and knowledge of Hispanic culture, history

and traditions. GSHA's objectives are to promote the sharing and dissemination of genealogical research and information, to create mutual support for genealogical research, to promote and maintain communication with the Hispanic community and with other societies and organizations which provide genealogical and historical information, to educate and encourage its members and the public to share information and to create support for genealogical research and appropriate documentation.

The Genealogical Society of Hispanic America (GSHA) publishes Nuestras Raíces (Our Roots), a quarterly journal for our members as a benefit of membership. Nuestras Raíces provides in-depth informative articles related to Hispano genealogy, history, culture, and traditions.

The event is open to the public and will be held at the Colorado State University Pueblo and the Pueblo Heritage Museum.

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 the Genealogical Society of Hispanic America dba Fray Angelico Chavez Chapter.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. 2024 GSHA Conference Flyer
2. 2024 GSHA Conference City Council Sponsorship Request
3. 2024 Contingencies (Council) Genealogical Society of Hispanic America

RESOLUTION NO. 15701

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO GENEALOGICAL SOCIETY OF HISPANIC AMERICA DBA FRAY ANGELICO CHAVEZ CHAPTER IN THE AMOUNT OF \$2,000 TO SPONSOR THE ANNUAL CONFERENCE ON SEPTEMBER 27-29, 2024 AT COLORADO STATE UNIVERSITY PUEBLO

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 Genealogical Society of Hispanic America dba Fray Angelico Chavez Chapter to sponsor the Annual Meeting at Colorado State University Pueblo on XX.

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: July 22, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK



GSHA
Genealogical Society of
Hispanic America



History in Our Own Backyard

***Sponsored by the CSU-Pueblo University Library-Home of
the Aztlán Research Center and the Colorado Chicano
Movement Archives (CCMA)***

**The 35th Genealogy Society of Hispanic America
Conference and Annual Meeting will be held at the
Colorado State University-Pueblo the weekend of
September 27, 28, and 29.**

This will be an in-person conference.

**On September 27, the President's Reception will be
held at the Pueblo Heritage Museum, downtown
Pueblo at 201 West B Street from 5:30-7:30 pm.**

**On Saturday, the conference will move over to Colorado State
University at Pueblo located at 2200 Bonforte Boulevard.**

**Sunday will include a choice of two field trips: To the Battlefield of
De Anza and Cuerno Verde or to El Pueblo History Museum which includes
an evocation of the 1842 El Pueblo Trading Post and the new Walk of
Legends -- sculptures of Historic Founders.**

**Speakers are Dr. Nicholas Saenz of Adams State University, Dr. Derek
LeFebre, Boulder. Topics are being formed now. Others on the
program are Charlene Garcia Simms, Phyllis Miranda on beginning
genealogy and Greg Liverman on DNA. Both Deborah Espinosa, former
director of El Pueblo History Museum and Virginia Sanchez,
researcher and author will present. Angel Vigil, nationally known
storyteller, will be the evening speaker after El Mariachi Lobo performs.
Host Hotel Wingate by Wyndham, 4711 Elizabeth, Pueblo.**

Member Cost is \$120. Go to www.gshaa.org for Registration after June 21.
Deborah Martinez-Martinez, Coordinator, VanishingHorizons1@me.com
or Daniel Romero, FACC president at
facc_president@gshaa.org What part of the conference you would like to
volunteer for?

The Fray Angelico Chavez Chapter (FACC) has been in existence since 1989 and is a chapter of the Genealogical Society of Hispanic America (GSHA), a Colorado non-profit. FACC is also a non-profit organization. It was first called the Pueblo Chapter but in 1995 when we had the first national annual meeting and conference it was changed to FACC. Since that time FACC has sponsored the annual meeting and conference in Pueblo in 1995, 1999, 2000, 2001, 2009, 2014, 2018, 2019 with an average attendance of 200 people attending with approximately 60% attendees coming from out of town, thus giving a boost to the Pueblo economy with lodging and other amenities. Because of COVID we suspended full in-person conferences, and this will be the first in-person conference since 2019 and it will return to CSU-Pueblo.

In 1989, we entered into an agreement with the Pueblo City-County Library to have at least one copy of our massive library books there and held our meetings there until 1998. We have had many workshops and activities there including our conferences which they have sponsored. Since 1998, we have been in partnership with the Heritage Museum as one of the organizations that uses it as a headquarters to hold meetings, store books and our artifact inventory. We pay them an annual fee and agree to provide volunteer in-kind services to keep our costs down and help them run the museum. Last year we built an award-winning Hispanic exhibit that will remain there for years to come.

In addition to the 200 people who attend our conferences there are about 18 vendors with the same percentage coming from out of town. At least five of the vendors have national notoriety like Family Search and Ancestry.com from Salt Lake City and 23 and Me, My Heritage and Family tree DNA coming from other parts of the country. We encourage many local vendors to join us and they pay local sales taxes for their sales.

Our GSHA membership has been as high as 700 members, our FACC chapter has been as high as 300 members. FACC meets monthly and people from outside Pueblo attend, some staying overnight. After our monthly meetings, we have a luncheon at different restaurants in Pueblo and those who don't attend the luncheon eat elsewhere and some spend money on lodging. Our group brings in several thousands of dollars each year to the Pueblo economy. The people who attend our conferences are mostly our members or others who have an interest in Hispanic Genealogy. However, the public is invited through flyers posted in different business, through university or library printed materials and social media plus our journal, newsletter, Facebook and Instagram.

Our mission is to promote Hispanic genealogical and historical research and education, and to expand awareness and knowledge of Hispanic culture, and history and traditions. With the population in Pueblo County at almost 52% and the city is higher, we are an organization that provides educational services not only to Hispanics but the entire population. We are a non-profit organization that depends on many activities carried solely through our devoted volunteers. Thank you for your consideration.

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Brett Boston, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO LODGE NO. 90, THE BENEVOLENT AND PROTECTIVE ORDER OF ELKS IN THE AMOUNT OF \$2,000 TO SPONSOR THE ELKS BROTHERHOOD NIGHT AT BPOE #90 PUEBLO BALLROOM ON SATURDAY, AUGUST 10, 2024, AT 5 P.M.

SUMMARY:

Attached for consideration is a request for support of Pueblo Lodge No. 90, The Benevolent and Protective Order of Elks in the amount of \$2,000 to sponsor the Elks Brotherhood Night at BPOE #90 Pueblo Ballroom on Saturday, August 10, 2024 at 5 p.m.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Brett Boston is requesting \$2,000 to support the Elks Brotherhood Night at BPOE #90 on Saturday, August 10, 2024. This is a fundraising event to help local veterans with employment, homelessness, housing, educational support, as well as military families.

Elks National Veterans Service Commission programs are focused on meeting the needs of today's veterans. All funds go towards the five areas listed above, which research shows are the greatest needs for veterans. This event is open to Elks, veterans, and guests. Dinner and an auction will be provided.

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 Elks Brotherhood #90.

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 Brett Boston.

ATTACHMENTS:

1. Elks Brotherhood Night Flyer
2. Elks #90 Request Email (002)
3. Copy of 2024 Contingencies (Council) Elks Brotherhood #90

RESOLUTION NO. 15702

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO LODGE NO. 90, THE BENEVOLENT AND PROTECTIVE ORDER OF ELKS IN THE AMOUNT OF \$2,000 TO SPONSOR THE ELKS BROTHERHOOD NIGHT AT BPOE #90 PUEBLO BALLROOM ON SATURDAY, AUGUST 10, 2024, AT 5 P.M.

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 Elks Brotherhood #90 to sponsor the Elks Brotherhood Night at BPOE #90 Pueblo Ballroom on Saturday, August 10, 2024, at 5 p.m.

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.

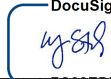
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: July 22, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Cañon City, Florence, and Pueblo Elks Lodges

Elks Brotherhood Night

Open to Elks, Veterans Groups, Guests

Saturday, August 10, 2024

Location: B.P.O.E. #90 Pueblo, Ballroom
426 N Santa Fe Avenue

Parking available in lot at 5th/Sante Fe as well as behind the lodge

Social Hour: 5:00-6:00 pm

Dinner: 6:00-7:00 pm \$15/plate

Smoked Pulled Pork Baked Beans Potato Salad

Auction: Begins at 7:00 pm

Elks National Veterans Service Commission programs are focused on meeting the needs of today's veterans. All funds go towards five areas, which research shows are the greatest needs for veterans, military members and their families:

- Employment
- Homelessness
- Housing
- Military Families
- Educational Support

Auction item donations
will be graciously
accepted.



From: [Pueblo Elks](#)
To: [Alyssa Parga](#)
Subject: [External] Elks #90 Request
Date: Monday, June 24, 2024 9:47:45 AM
Attachments: [Brotherhood Night Flyer.pdf](#)

External email. Please use caution.

Dear Pueblo City Council,

We would like to request a donation in the amount of \$2000.00 for our upcoming Brotherhood Night on August 10, 2024. This is a fundraising event to help our local veterans with employment, homelessness, housing, educational support, as well as military families. City Council members are invited to join us!

Attached is the flyer for this event.

Sincerely yours,
Joyce McGibbon
Secretary, BPOE #90



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 22, 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 CHANGING THE STREET NAME OF VISION HILLS PARKWAY TO CARL SITTER PARKWAY

SUMMARY:

The City is requesting to change the name of Vision Hills Parkway to Carl Sitter Parkway generally located east of Jerry Murphy Road north of Walking Stick Golf Course.

PREVIOUS COUNCIL ACTION:

The City is concurrently requesting the change the name of Tobias T Avenue to William Crawford Avenue (SNC-24-02) and Dockum Road to Warren Dockum Road (SNC-24-03).

BACKGROUND:

The City is requesting this Street Name Change, in tandem with two other name changes, to honor Pueblo's Home of the Heroes history by naming additional streets around town with Medal of Honor recipient's names. These new street names will complement the existing streets, Jerry Murphy and Drew Dix, all of which will have their street signs outfitted with new Medal of Honor Signs that reference which war the veteran is being honored for. Carl Sitter was a Marine Corps officer and Medal of Honor recipient during the Korean War who grew up in Pueblo and attended Central High School in the 1930s. Vision Hills Parkway (proposed Carl Sitter Parkway) extends east from Jerry Murphy Road to the eastern boundary of North Vista Highlands, Filing No. 1 subdivision. No properties are currently addressed on this street, so staff anticipates no issues with the proposal.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 12th, 2024 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If City Council does not approve this Ordinance, the current street name would remain.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. SNC-24-01 Combined Attachments

ORDINANCE NO. 10738

AN ORDINANCE CHANGING THE STREET NAME OF VISION
HILLS PARKWAY TO CARL SITTER PARKWAY

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

SECTION 1.

The street known as Vision Hills Parkway is hereby changed to Carl Sitter Parkway.

SECTION 2.

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

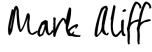
SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 08, 2024.

Final adoption of Ordinance by City Council on July 22, 2024.

DocuSigned by:

B7A4E51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 7/23/2024 | 2:22 PM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:

3A85950B7BCA462...

Mayor

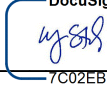
Action by City Council After Disapproval by the Mayor:

- ☐ 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

City Clerk

DocuSigned by:

7C02EBDFFC3D43C...

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday June 12, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, Regina Maestri, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Mikaylin Hackley, Planner, Cindy Capritta, Land Use Tech., Andrew Hayes, Director of Public Works, and Joe Martellaro, Public Works Engineer.

Staff Members Absent: Beritt Odom, Principal Planner

Approval of the Agenda: Bailey motioned to move item TA-22-01 to the July 10, 2024, meeting and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

2. SNC-24-01 Street Name Change: Vision Hills Pkwy to Carl Sitter Pkwy. This change is requested to Honor Pueblo's "Home of Heroes" veterans. Staff Report by Mikaylin Hackley, Planner.

Hearing: Andrew Hayes spoke in support of the application, no one appeared in opposition.

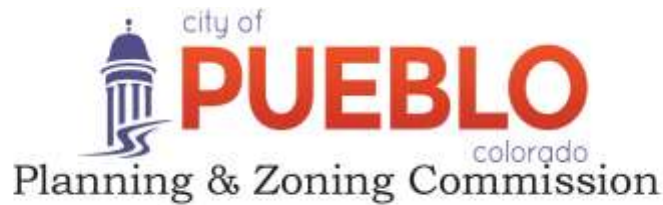
Commission Action: Bailey motioned to recommend the application for approval to City Council seconded by Aznar.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

SNC-24-01

TO: City of Pueblo, Planning and Zoning Commission
FROM: Mikaylin Hackley, Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
DATE: June 12, 2024
SUBJECT: Street Name Change, Vision Hills Pkwy to Carl Sitter Pkwy
APPLICANT: City of Pueblo
PROPERTY OWNER: City of Pueblo
LOCATION: East of Jerry Murphy Rd. and generally north of Walking Stick Golf Course
EXISTING ZONE: Not Applicable
CONCURRENT CASES: SNC-24-02 & SNC-24-03

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Request and Staff Findings:

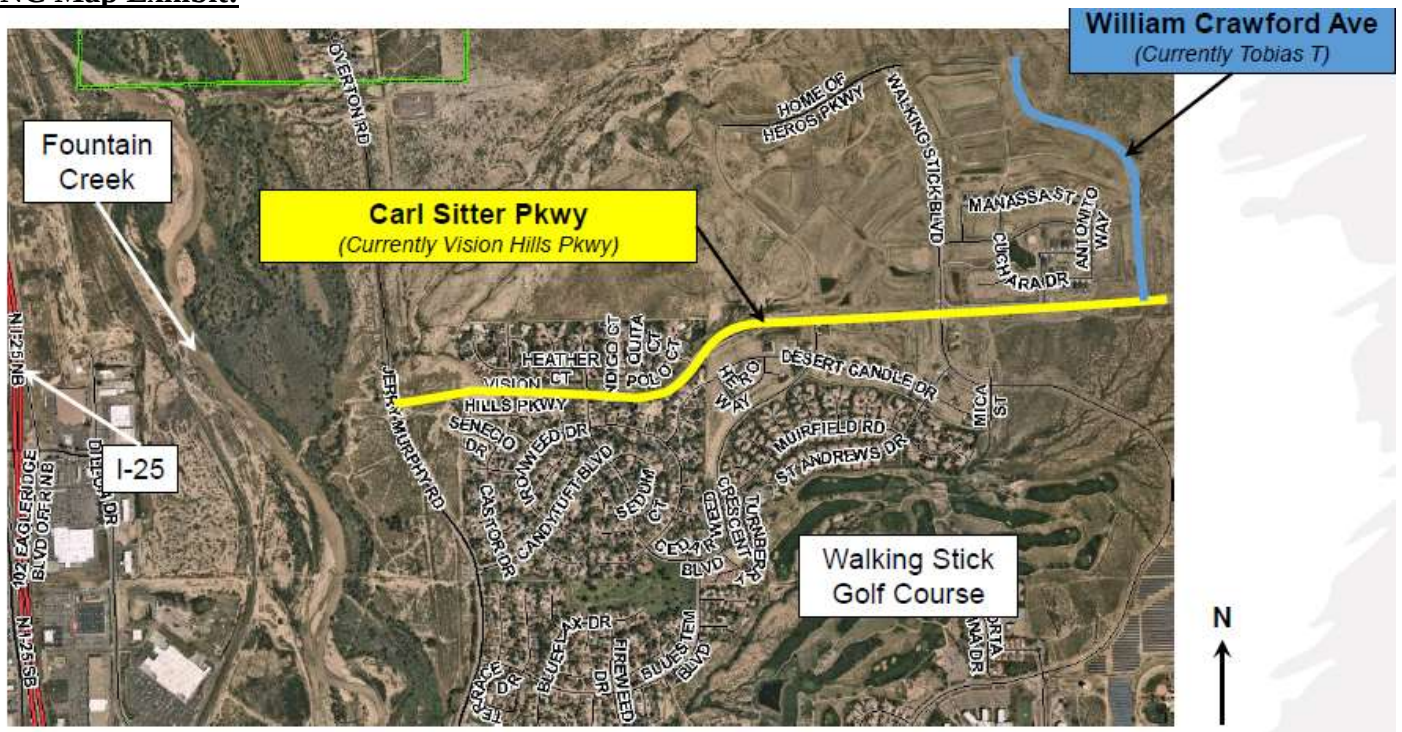
The city is requesting this Street Name Change, in tandem with two other name changes, to honor Pueblo's Home of the Heroes history by naming additional streets around town with Medal of Honor recipient's names. These new street names will complement the existing streets, Jerry Murphy and Drew Dix, all of which will have their street signs outfitted with new Medal of Honor Signs (see attached sign design) that reference which war the veteran is being honored for. Carl Sitter was a Marine Corps officer and Medal of Honor recipient during the Korean War who grew up in Pueblo and attended Central High School in the 1930s.

Vision Hills Parkway (proposed Carl Sitter Parkway) extends east from Jerry Murphy Road to the eastern boundary of North Vista Highlands, Filing No. 1 subdivision. No properties are currently addressed on this street, so staff anticipates no issues with the proposal.

Recommended Action:

If the Planning and Zoning Commission finds the proposed Street Name Change is appropriate, Staff recommends that a recommendation to change the street name be forwarded to City Council.

SNC Map Exhibit:



Medal of Honor Signage:



DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO

Submitted May 20, 2024
Published May 28, 2024

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the **12th day of June, 2024** in the **City Council Chambers**, 1 City Hall Place, the Planning and Zoning Commission of Pueblo will hold a hearing for the following:

SNC-24-01 Street Name Change, Vision Hills Pkwy to Carl Sitter Pkwy. This change is requested to honor Pueblo's "Home of Heroes" veterans.

SNC-24-02 Street Name Change, Tobias T St to William Crawford Ave. This change is requested to honor Pueblo's "Home of Heroes" veterans.

SNC-24-03 Street Name Change, Dockum Rd to Warren Dockum Rd. This change is requested to match naming conventions of corresponding Home of Heroes streets.

A draft of the proposed street name change will be posted on www.pueblo.us/PandZ under "Most Recent Agenda" and on file in the office of the Department of Planning and Community Development office and will be available for viewing and printing, typically the Friday prior to the meeting.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed amendments. Individuals who require special arrangements to participate are encouraged to contact the Planning Department at least 72 hours in advance.

After the public hearing and recommendation by the Planning and Zoning Commission, the ordinance adopting the proposed plan will be considered by the City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least ten (10) days prior to the hearing. Any interested person may appear and be heard at such public hearing and may call the Department of Planning and Community Development for the time and date of such public hearing.


Scott Hobson
Administrative Official
(719) 553-2259



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 22, 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 CHANGING THE STREET NAME OF TOBIAS T AVENUE TO WILLIAM CRAWFORD AVENUE

SUMMARY:

The City is requesting to change the name of Tobias T Avenue to William Crawford Avenue generally located east of Walking Stick Boulevard and north of Walking Stick Golf Course.

PREVIOUS COUNCIL ACTION:

The City is concurrently requesting the change the name of Vision Hills Parkway to Carl Sitter Parkway (SNC-24-01) and Dockum Road to Warren Dockum Road (SNC-24-03).

BACKGROUND:

The City is requesting this Street Name Change, in tandem with two other name changes, to honor Pueblo's Home of the Heroes history by naming additional streets around town with Medal of Honor recipient's names. These new street names will complement the existing streets, Jerry Murphy and Drew Dix, all of which will have their street signs outfitted with new Medal of Honor Signs that reference which war the veteran is being honored for. William J. Crawford was a Pueblo-born U.S. Army soldier and Medal of Honor recipient during World War II. This proposed street is within Parcel J, North Vista Highlands, Filing No. 1, east of Antonito Way and extending north from Vision Hills Parkway. No properties are currently addressed on this street, so staff anticipates no issues with the proposal.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 12th, 2024 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

If City Council does not approve this Ordinance, the current street name would remain.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. SNC-24-02 Combined Attachments

ORDINANCE NO. 10739

AN ORDINANCE CHANGING THE STREET NAME OF TOBIAS
T AVENUE TO WILLIAM CRAWFORD AVENUE

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

SECTION 1.

The street known as Tobias T Avenue is hereby changed to William Crawford Avenue.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 08, 2024.

Final adoption of Ordinance by City Council on July 22, 2024.

DocuSigned by:

B7A4F51823AB402...

President of City Council

Action by the Mayor:

☒ Approved on 7/23/2024 | 2:21 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

City Clerk

DocuSigned by:

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MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday June 12, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, Regina Maestri, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Mikaylin Hackley, Planner, Cindy Capritta, Land Use Tech., Andrew Hayes, Director of Public Works, and Joe Martellaro, Public Works Engineer.

Staff Members Absent: Beritt Odom, Principal Planner

Approval of the Agenda: Bailey motioned to move item TA-22-01 to the July 10, 2024, meeting and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

3. SNC-24-02 Street Name Change: Tobias T St to William Crawford Ave. This change is requested to honor Pueblo's "Home of Heroes" veterans. Staff Report by Mikaylin Hackley, Planner.

Hearing: Andrew Hayes spoke in support of the application, no one appeared in opposition.

Commission Action: Bailey motioned to recommend the application for approval to City Council seconded by Maestri.

Motion Passed: 7-0

SNC-24-02

TO: City of Pueblo, Planning and Zoning Commission
FROM: Mikaylin Hackley, Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
DATE: June 12, 2024
SUBJECT: Street Name Change, Tobias T Ave to William Crawford Ave
APPLICANT: City of Pueblo
PROPERTY OWNER: City of Pueblo
LOCATION: East of Walking Stick Blvd. and generally north of Walking Stick Golf Course
EXISTING ZONE: Not Applicable
CONCURRENT CASES: SNC-24-01 & SNC-24-03

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Request and Staff Findings:

The city is requesting this Street Name Change, in tandem with two other name changes, to honor Pueblo's Home of the Heroes history by naming additional streets around town with Medal of Honor recipient's names. These new street names will complement the existing streets, Jerry Murphy and Drew Dix, all of which will have their street signs outfitted with new Medal of Honor Signs (see attached sign design) that reference which war the veteran is being honored for. William J. Crawford was a Pueblo-born U.S. Army soldier and Medal of Honor recipient during World War II.

This proposed street is within Parcel J, North Vista Highlands, Filing No. 1, east of Antonito Way and extending north from Vision Hills Parkway (proposed to be renamed to Carl Sitter Parkway). No properties are currently addressed on this street, so staff anticipates no issues with the proposal.

Recommended Action:

If the Planning and Zoning Commission finds the proposed Street Name Change is appropriate, Staff recommends that a recommendation to change the street name be forwarded to City Council.

SNC Map Exhibit:



Medal of Honor Signage:



DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO

Submitted May 20, 2024
Published May 28, 2024

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the **12th day of June, 2024** in the **City Council Chambers**, 1 City Hall Place, the Planning and Zoning Commission of Pueblo will hold a hearing for the following:

SNC-24-01 Street Name Change, Vision Hills Pkwy to Carl Sitter Pkwy. This change is requested to honor Pueblo's "Home of Heroes" veterans.

SNC-24-02 Street Name Change, Tobias T St to William Crawford Ave. This change is requested to honor Pueblo's "Home of Heroes" veterans.

SNC-24-03 Street Name Change, Dockum Rd to Warren Dockum Rd. This change is requested to match naming conventions of corresponding Home of Heroes streets.

A draft of the proposed street name change will be posted on www.pueblo.us/PandZ under "Most Recent Agenda" and on file in the office of the Department of Planning and Community Development office and will be available for viewing and printing, typically the Friday prior to the meeting.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed amendments. Individuals who require special arrangements to participate are encouraged to contact the Planning Department at least 72 hours in advance.

After the public hearing and recommendation by the Planning and Zoning Commission, the ordinance adopting the proposed plan will be considered by the City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least ten (10) days prior to the hearing. Any interested person may appear and be heard at such public hearing and may call the Department of Planning and Community Development for the time and date of such public hearing.


Scott Hobson
Administrative Official
(719) 553-2259



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 22, 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 CHANGING THE STREET NAME OF DOCKUM ROAD TO WARREN DOCKUM ROAD

SUMMARY:

The City is requesting to change the name of Dockum Road to Warren Dockum Road generally located east of Walking Stick Boulevard and north of Walking Stick Golf Course.

PREVIOUS COUNCIL ACTION:

The City is concurrently requesting the change the name of Vision Hills Parkway to Carl Sitter Parkway (SNC-24-01) and Tobias T Avenue to William Crawford Avenue (SNC-24-02).

BACKGROUND:

The City is requesting this Street Name Change, in tandem with two other name changes, to honor Pueblo's Home of the Heroes history by naming additional streets around town with Medal of Honor recipient's names. These new street names will complement the existing streets, Jerry Murphy and Drew Dix, all of which will have their street signs outfitted with new Medal of Honor Signs that reference which war the veteran is being honored for. Warren Dockum was a Union army soldier and received a Medal of Honor in the Civil War. He is currently buried at Roselawn cemetery here in Pueblo. This name change is being requested so that this street name matches the naming conventions of the other Home of Heroes streets in the city, namely using both the individual's first and last name. The Warren Dockum Road currently is a platted and not constructed road that will extend west of Medal of Honor Boulevard along the eastern property line of the new Pueblo County Detention Facility west of Pueblo Boulevard. No properties are currently addressed on this street, so staff anticipates no issues with the proposal.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 12th, 2024 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If City Council does not approve this Ordinance, the current street name would remain.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. SNC-24-03 Combined Attachments

ORDINANCE NO. 10740

AN ORDINANCE CHANGING THE STREET NAME OF DOCKUM ROAD TO WARREN DOCKUM ROAD

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

SECTION 1.

The street known as Dockum Road is hereby changed to Warren Dockum Road.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 08, 2024.

Final adoption of Ordinance by City Council on July 22, 2024.

DocuSigned by:
Mark Aliff
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President of City Council

Action by the Mayor:

☒ Approved on 7/23/2024 | 2:21 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:

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MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday June 12, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, Regina Maestri, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Mikaylin Hackley, Planner, Cindy Capritta, Land Use Tech., Andrew Hayes, Director of Public Works, and Joe Martellaro, Public Works Engineer.

Staff Members Absent: Beritt Odom, Principal Planner

Approval of the Agenda: Bailey motioned to move item TA-22-01 to the July 10, 2024, meeting and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

4. SNC-24-03: Street Name Change: Dockum Rd to Warren Dockum Rd. This change is requested to match naming conventions of corresponding Home of Heroes streets. Staff Report by Mikaylin Hackley, Planner.

Hearing: Andrew Hayes spoke in support of the application.

Commission Action: Bailey motioned to recommend the application to City Council seconded by Maestri.

Motion Passed: 7-0

SNC-24-03

TO: City of Pueblo, Planning and Zoning Commission
FROM: Mikaylin Hackley, Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
DATE: June 12, 2024
SUBJECT: Street Name Change, Dockum Rd. to Warren Dockum Rd.
APPLICANT: City of Pueblo
PROPERTY OWNER: City of Pueblo
LOCATION: East of Walking Stick Blvd. and generally north of Walking Stick Golf Course
EXISTING ZONE: Not Applicable
CONCURRENT CASES: SNC-24-01 & SNC-24-02

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Request and Staff Findings:

The city is requesting this Street Name Change, in tandem with two other name changes, to honor Pueblo's Home of the Heroes history by naming additional streets around town with Medal of Honor recipient's names. These new street names will complement the existing streets, Jerry Murphy and Drew Dix, all of which will have their street signs outfitted with new Medal of Honor Signs (see attached sign design) that reference which war the veteran is being honored for. Warren Dockum was a Union army soldier and received a Medal of Honor in the Civil War. He is currently buried at Roselawn cemetery here in Pueblo.

This name change is being requested so that this street name matches the naming conventions of the other Home of Heroes streets in the city, namely using both the individual's first and last name. The Warren Dockum Road currently is a platted and not constructed road that will extend west of Medal of Honor Blvd along the eastern property line of the new Pueblo County Detention Facility west of Pueblo Blvd. No properties are currently addressed on this street, so staff anticipates no issues with the proposal.

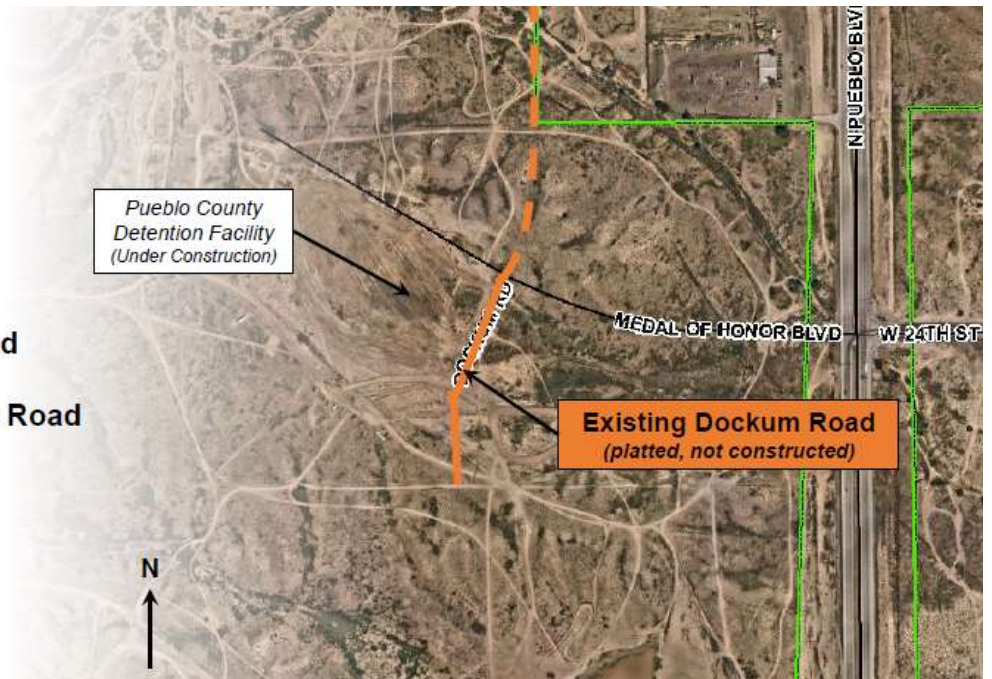
Recommended Action:

If the Planning and Zoning Commission finds the proposed Street Name Change is appropriate, Staff recommends that a recommendation to change the street name be forwarded to City Council.

SNC Map Exhibit:

Current Name: Dockum Road

New Name: Warren Dockum Road



Medal of Honor Signage:



DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO

Submitted May 20, 2024
Published May 28, 2024

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the **12th day of June, 2024** in the **City Council Chambers**, 1 City Hall Place, the Planning and Zoning Commission of Pueblo will hold a hearing for the following:

SNC-24-01 Street Name Change, Vision Hills Pkwy to Carl Sitter Pkwy. This change is requested to honor Pueblo's "Home of Heroes" veterans.

SNC-24-02 Street Name Change, Tobias T St to William Crawford Ave. This change is requested to honor Pueblo's "Home of Heroes" veterans.

SNC-24-03 Street Name Change, Dockum Rd to Warren Dockum Rd. This change is requested to match naming conventions of corresponding Home of Heroes streets.

A draft of the proposed street name change will be posted on www.pueblo.us/PandZ under "Most Recent Agenda" and on file in the office of the Department of Planning and Community Development office and will be available for viewing and printing, typically the Friday prior to the meeting.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed amendments. Individuals who require special arrangements to participate are encouraged to contact the Planning Department at least 72 hours in advance.

After the public hearing and recommendation by the Planning and Zoning Commission, the ordinance adopting the proposed plan will be considered by the City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least ten (10) days prior to the hearing. Any interested person may appear and be heard at such public hearing and may call the Department of Planning and Community Development for the time and date of such public hearing.


Scott Hobson
Administrative Official
(719) 553-2259



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 22, 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 AMENDING ZONING RESTRICTIONS TO REZONE 1.74-ACRES FROM PUD, PIKES PEAK PARK PLANNED UNIT DEVELOPMENT DISTRICT TO S-1, GOVERNMENT USE DISTRICT GENERALLY LOCATED EAST OF NORTH PUEBLO BOULEVARD AND NORTH OF WEST 24TH STREET

SUMMARY:

The City of Pueblo is requesting to rezone 1.74-acres of land at 3205 West 24th Street to an S-1, Government Use Zone District in order to construct Fire Station #11, which will serve western Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property was annexed into the City in 1973 and subdivided as part of the Foothills Subdivision in 2000. In 2024, the property was re-subdivided into Lot 1, Block 11, Pikes Peak Park, Filing No. 1. The property is currently zoned in Pikes Peak Park Planned Unit Development (PUD), which is envisioned to become a mixed-use and mixed-income community. The City of Pueblo is requesting to rezone this 1.74-acre parcel from the PUD District to a Government Use (S-1) district to facilitate the construction of the new fire station #11. This lot is adjacent to the developing Pikes Peak Park PUD and the existing West Valley Estates subdivision, and its location will allow the new station to serve the western Pueblo area as new development continues. This requested construction is concurrent with two other fire station projects, stations #6 and #8, that are being processed concurrently as Pueblo's fire department expands its services. The S-1, Government Use District is intended to retain and provide land areas held, used, or controlled for governmental purposes by or for any department or branch of government. Generally, land owned and actively used by local, state, or federal

governments, such as public schools or special districts, is zoned S-1. The proposed fire station is consistent with the intended purpose of the S-1 Zone District.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 12, 2024 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will remain zoned within the Pikes Peak Park PUD and be subject to the PUD requirements.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-24-05 Combined Attachments

ORDINANCE NO. 10741

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1.74-ACRES FROM PUD, PIKES PEAK PARK PLANNED UNIT DEVELOPMENT DISTRICT TO S-1, GOVERNMENT USE DISTRICT GENERALLY LOCATED EAST OF NORTH PUEBLO BOULEVARD AND NORTH OF WEST 24TH STREET

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from PUD, Pikes Peak Park Planned Unit Development District to S-1, Government Use Zone District:

LOTS 1 THRU 224 + 226 BLK 1 FOOTHILLS SUB + PARCELS D, E, F, G + H IN TAX DISTRICT 60B FORMERLY # 05-223-10-230

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 08, 2024.

Final adoption of Ordinance by City Council on July 22, 2024.

DocuSigned by:

B7A4F51823A5462...

President of City Council

Action by the Mayor:

- ☒ Approved on 7/23/2024 | 2:20 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

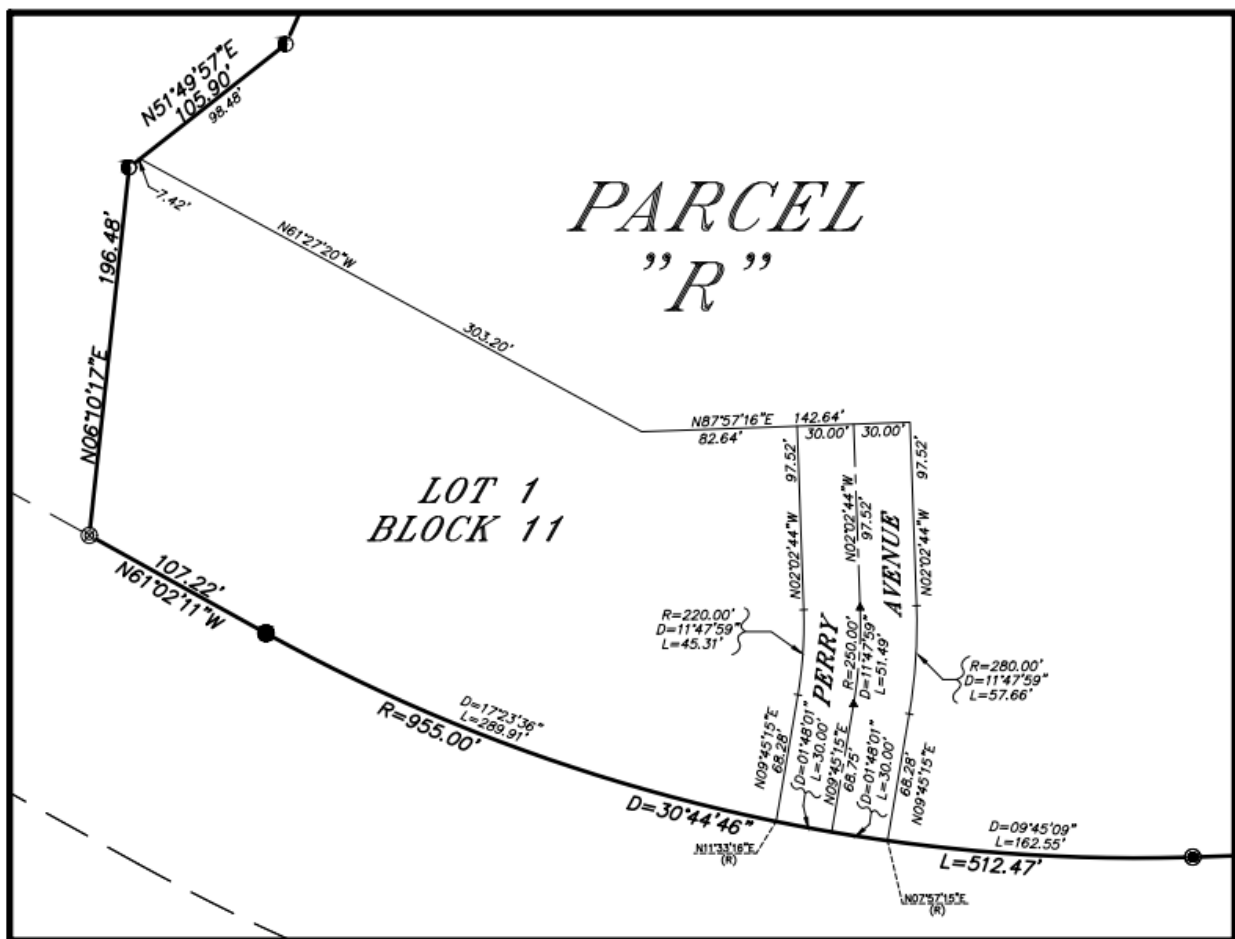
ATTEST

DocuSigned by:
ujg
7C02EBDFFC3D43C...

City Clerk

Lot 1, Block 11, Pikes Peak Park, Filing No. 1

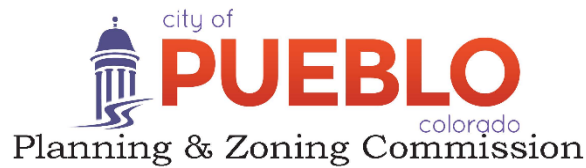
PUD TO S-1



Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday June 12, 2024, 2024 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, Regina Maestri, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Mikaylin Hackley, Planner, Cindy Capritta, Land Use Tech., Andrew Hayes, Director of Public Works, and Joe Martellaro, Public Works Engineer.

Staff Members Absent: Beritt Odom, Principal Planner

Approval of the Agenda: Bailey motioned to move item TA-22-01 to the July 10, 2024, meeting and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

8. Z-24-05 Rezone: Fire Station #11. A rezoning of 1.74 acres from Planned Unit Development (PUD) District to Government Use (S-1) Zone District. Approximately located at 3205 W. 24th St. Staff Report by Mikaylin Hackley.

Hearing: Applicant is the City of Pueblo

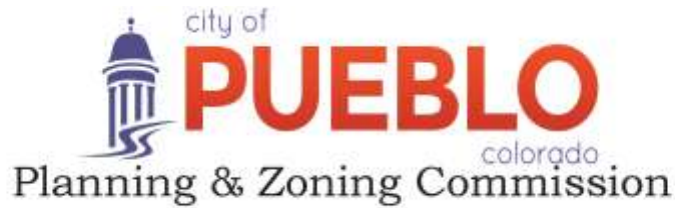
Commission Action: Bailey motioned to recommend the application for approval to City Council seconded by Aznar.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-24-05

June 12, 2024

TO: City of Pueblo, Planning and Zoning Commission

FROM: Mikaylin Hackley, Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

SUBJECT: Rezone from PUD, Pikes Peak Park Planned Unit Development District to S-1, Government Use District

APPLICANT: City of Pueblo

PROPERTY OWNER: City of Pueblo

LOCATION: The project site is approximately located east of N Pueblo Blvd and north of W 24th St.

CONCURRENT REQUESTS: GU-23-06

REQUEST:

The City of Pueblo is requesting to rezone 1.74 acres of land at 3205 W 24th St. to an S-1 Government Use Zone District in order to construct Fire Station #11, which will serve western Pueblo.

BACKGROUND AND ANALYSIS:

The subject property was annexed into the City in 1973 and subdivided as part of the Foothills Subdivision in 2000. In 2024, the property was re-subdivided into Lot 1, Block 11, Pikes Peak Park, Filing No. 1. The property is currently zoned in Pikes Peak Park Planned Unit Development (PUD), which is envisioned to become a mixed-use and mixed-income community.

The City of Pueblo is requesting to rezone this 1.74-acre parcel from the PUD District to a Government Use (S-1) district to facilitate the construction of the new fire station #11. This lot is adjacent to the developing Pikes Peak Park PUD and the existing West Valley Estates subdivision, and its location will allow the new station to serve the western Pueblo area as new development continues. This requested construction is concurrent with two other fire station projects, stations #6 and #8, that are being processed concurrently as Pueblo's fire department expands its services.

The S-1, Government Use District is intended to retain and provide land areas held, used, or controlled for governmental purposes by or for any department or branch of government. Generally, land owned and actively used by local, state, or federal governments, such as public schools or special districts, is zoned S-1. The proposed fire station is consistent with the intended purpose of the S-1 Zone District.

LAND USE AND PLANNING COMMENTS

CHARACTER AND COMPATIBILITY

Site Character:	The site is currently undeveloped.	
Neighborhood Compatibility:	North	Pikes Peak Park Planned Unit Development (PUD) District
	East	Pikes Peak Park Planned Unit Development (PUD) District
	South	Government Use (S-1) Zone District
	West	Highway and Arterial (B-3) Zone District
Comprehensive Plan Compliance:	The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Suburban Neighborhood.	

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

☐ Comments **This rezoning will further the goals of the 2022 Comprehensive Plan as it will provide fire services to the burgeoning West Pueblo residential community.**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

☐ Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

☐ Comments **Not Applicable**

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

☐ Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest.

☐ Comments **The application contains the required information**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

☐ Comments **The application contains the required information**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

☐ Comments **The application contains the required information**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect, and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

☐ Comments **The application contains the required information**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

☐ Comments **A thorough site plan has been proposed and will be reviewed by the Commission.**

A statement of the proposed time schedule for beginning and completion of development.

☐ Comments **Not submitted**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

☐ Comments **The property will be developed once the deed is transferred to the city and funding is secured.**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(16) OF THE PMC :

A. Purpose of S-1 Zone District Standards:

The standards of this district are designed to retain and provide land areas held, used or controlled for governmental purposes by or for any department or branch of government, federal, state, county, municipal, school or special district, either as owner or under contract or lease with another person, and to place the public and all elected officials and public agencies on notice of proposed changes in the use and development of such public lands. *Governmental purpose* means and includes any use or activity, which is reasonably necessary in the discharge of a public or governmental function, whether it is performed by a governmental entity or another person for or on behalf of a governmental entity.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the rezoning be **APPROVED**.

REFERRAL AGENCIES AND COMMENTS:

• City Public Works	No comment
• City Transportation	No comment
• City Law Department	No comment
• Pueblo Regional Building Department	No comment
• City Fire Department	No comment
• City Wastewater	No comment
• City Stormwater	No comment
• City Parks and Recreation Department	No comment
• Xcel Energy	No comment
• Black Hills Energy	No comment
• CDOT	No comment

ATTACHMENTS:

- A. Aerial Photo**
- B. Zoning Map**
- C. Comprehensive Plan Map**
- D. Site Photo**
- E. Zoning Exhibit**

A. Aerial Photo



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice

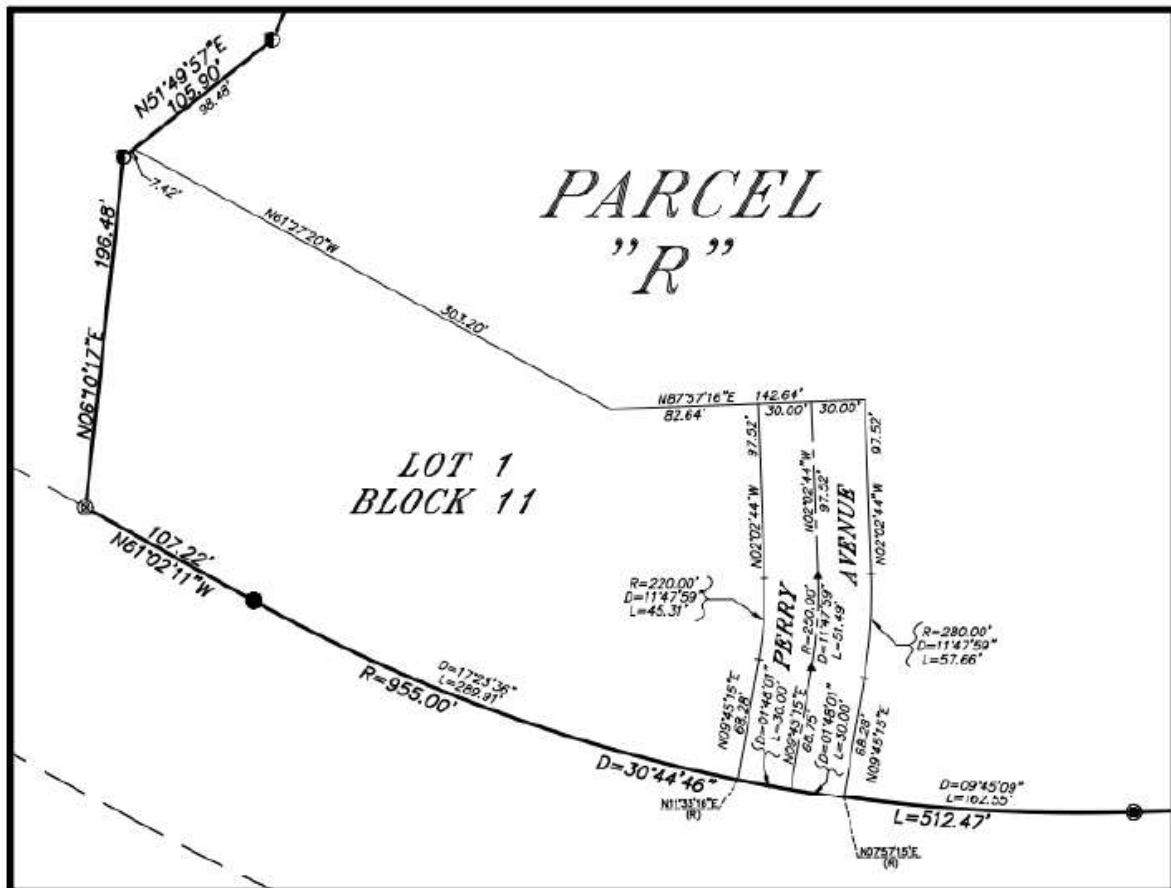


E. Zoning Exhibit

Rezoning Exhibit

Lot 1, Block 11, Pikes Peak Park, Filing No. 1

PUD TO S-1



March 22, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from the City of Pueblo for the approval of the following application:

Z-24-05 Rezoning: Rezoning of 1.74 acres generally located east of N Pueblo Blvd and north of W 24th St from PUD Zone District to Government Use (S-1) Zone District.

The Planning and Zoning Commission meeting will be held on **April 10, 2024, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually:**
<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, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

March 22, 2024

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Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER: Z-24-05

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 3205 W. 24th St. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

March 19, 2024
(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 Zoning Map Amendment of the property located at 3205 W. 24th St. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

March 19, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

Owner	OwnerStree	OwnerCity	Own	OwnerZip
QUAIL RIDGE DEVELOPERS LLC	1 JUDYS DREAM LN	PUEBLO	CO	81005-8703
NEIGHBORHOOD HOUSING SERVICES PUEBL	1241 E ROUTH AVE	PUEBLO	CO	81004-2908
SKWAREK FAMILY TRUST + SKWAREK FRANK J AND SKWAREK SIU PING TRUSTEES	13195 HIGHLINE DR	COLORADO S	CO	80908-3331
VILLALOBOS CORRAL URIEL	2221 NEWPORT AVE	PUEBLO	CO	81003-3811
ALVAREZ CLAUDIA	2306 SKYMESA CT	PUEBLO	CO	81003
PAYNE WILLIAM S / PAYNE JANET S	2309 PERRY AVE	PUEBLO	CO	81003-3849
DEHERRERA ROBERT/DEHERRERA PATRIC	2311 MOUNTAIN VALLEY CT	PUEBLO	CO	81003-3844
GILMORE MALIA ASHLEY	2312 MOUNTAIN VALLEY CT	PUEBLO	CO	81003-3841
ORR ALMA R	2313 PERRY AVE	PUEBLO	CO	81003-3849
ROGERS KENNETH WADE	2314 MOUNTAIN VALLEY CT	PUEBLO	CO	81003-3841
SESSIONS LUCINDA	2317 MOUNTAIN VALLEY CT	PUEBLO	CO	81003-3844
HARRISON ROBERT L/HARRISON SUSAN	2318 MOUNTAIN VALLEY CT	PUEBLO	CO	81003
HAMILTON FRANK R	2319 MOUNTAIN VALLEY CT	PUEBLO	CO	81003-3844
DEVE HEATHER M + JACKSON JEFFREY A ,	2320 MOUNTAIN VALLEY CT	PUEBLO	CO	81003-3841
TREECE JOHN	2321 MOUNTAIN VALLEY CT	PUEBLO	CO	81003-3844
HANLEY NATHAN	2322 MOUNTAIN VALLEY CT	PUEBLO	CO	81003-3841
TOMKINSON STEWART E	2323 MOUNTAIN VALLEY CT	PUEBLO	CO	81003-3844
MARSHALL AMANDA M	2325 MOUNTAIN VALLEY CT	PUEBLO	CO	81003-3844
TORRES ROBERT	2326 MOUNTAIN VALLEY CT	PUEBLO	CO	81003-3841
GARCIA MOLLY A	2409 CLIFFMOOR LN	PUEBLO	CO	81008-2353
IRA FINANCIAL TRUST COMPANY CFBO DA	947 EDGEWOOD AVE	ATLANTA	GA	30307-2582
GUTTNER MICHELLE	PO BOX 11135	PUEBLO	CO	81001-0135
SOCO ENTERPRISES LLC	PO BOX 18132	COLORADO S	CO	80935-8132



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 22, 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 GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND CARING FOR COLORADO FOUNDATION FOR THE DOTS PROGRAM AND ACCEPTANCE OF \$7,500 FOR PROJECT PS2401 AND AUTHORIZING THE MAY TO EXECUTE THE SAME

SUMMARY:

The Grant Agreement, administered by the Pueblo Fire Department, is for identifying and providing ramps in the community for the DOTS Program (Directing Others To Services) through financial assistance. The amount of \$7,500 will be placed in project number PS2401 for said purpose.

PREVIOUS COUNCIL ACTION:

n/a.

BACKGROUND:

The Pueblo Fire Department works closely in partnership with other agencies in the community to help citizens with physical resources, such as providing ramps for access to their homes. The Directing Others to Services (DOTS) program is a community-based program whose purpose is to connect community members with these resources.

FINANCIAL IMPLICATIONS:

Administration of the DOTS program.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10742

AN ORDINANCE APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND CARING FOR COLORADO FOUNDATION FOR THE DOTS PROGRAM AND ACCEPTANCE OF \$7,500 FOR PROJECT PS2401 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, The Grant Agreement, administered by the Pueblo Fire Department, is for identifying and providing financial assistance to community members for handicap ramps through the DOTS Program (Directing Others To Services).

WHEREAS, the \$7,500 is in addition to the approval by City Council of \$15,000 in 2023 and is to bridge the needs of the Pueblo Fire Department DOTS program while other suitable funding sources are locate; NOW, THEREFORE,

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

SECTION 1.

The Grant Agreement, attached hereto, after being approved by the City Attorney, is hereby approved, and the grant funds of \$7,500 is to be placed in project PS2401 for use in the DOTS program, is hereby approved.

SECTION 2.

The Mayor, is hereby authorized to execute said Grant Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 08, 2024.

Final adoption of Ordinance by City Council on July 22, 2024.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

- ☒ Approved on 7/24/2024 | 11:02 AM 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:
ysg
7C02EBDFFC3D43C...

City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE TO CLOSE OUT PROJECT PST2202 AND TRANSFER ALL REMAINING FUNDS INTO THE PUBLIC SAFETY SALES TAX (PSST) FUND OPERATING BUDGET SO THESE FUNDS CAN BE USED BY THE PUEBLO POLICE DEPARTMENT TO UPFIT OTHER VEHICLES AND FUND OTHER PUBLIC SAFETY PROJECTS

SUMMARY:

Project PST2202 was created during the budget process and funded with \$1,078,000.00 to fund the purchase of all electric police vehicles. The Pueblo Police Department purchased and upfitted 13 marked police vehicles (Mustangs). The Pueblo Police Department has excess funds in this account that they can only use to purchase new electric vehicles and they have a need to upfit other vehicles and complete other police/public safety projects.

PREVIOUS COUNCIL ACTION:

Project PST2202 was created during the budget process and funded with \$1,078,000.00 to fund the purchase of all electric police vehicles. The Pueblo Police Department purchased and upfitted 13 marked police vehicles (Mustangs).

BACKGROUND:

Project PST2202 was created during the budget process and funded with \$1,078,000.00 to fund the purchase of all electric police vehicles. The Pueblo Police Department purchased and upfitted 13 marked police vehicles (Mustangs). The Pueblo Police Department has excess funds in this account that they can only use to purchase new electric vehicles and they have a need to upfit other vehicles and complete other police/public safety projects.

The Pueblo Police Department cannot utilize these funds as they are currently dedicated to this project. This Ordinance will transfer the remaining fund balance back into the Public Safety Sales Tax budget Operating Expenses which will allow the

Pueblo Police Department to utilize the funds to upfit a number of other vehicles as well as fund other public safety projects.

FINANCIAL IMPLICATIONS:

The funds currently are dedicated to Project PST2202 and have no financial impact on the general budget.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

Council can choose to leave the money in the project which will not be able to be accessed by the Pueblo Police Department for use in upfitting other vehicles or working on other public safety projects which will not benefit the safety of the citizens of Pueblo.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10743

AN ORDINANCE TO CLOSE OUT PROJECT PST2202 AND TRANSFER ALL REMAINING FUNDS INTO THE PUBLIC SAFETY SALES TAX (PSST) FUND OPERATING BUDGET SO THESE FUNDS CAN BE USED BY THE PUEBLO POLICE DEPARTMENT TO UPFIT OTHER VEHICLES AND FUND OTHER PUBLIC SAFETY PROJECTS

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to create and liquidate projects using Public Safety Sales Tax funds

WHEREAS, Project PST2202 was created during the budget process and funded with \$1,078,000.00 to fund the purchase of all electric police vehicles. The Pueblo Police Department purchased and upfitted 13 marked police vehicles (Mustangs)

WHEREAS, Project PST2202 has been completed and the remaining funds cannot be utilized without liquidating the project and transferring the remaining fund balance back into the Public Safety Sales Tax operating budget. Liquidating Project PST2202 is in the best interest of the City and will benefit the health, welfare and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

Project PST2202 is hereby liquidated and all remaining funds are to be transferred back into the Public Safety Sales Tax operating budget.

SECTION 2.

The Mayor of the City is authorized to approve the liquidating of Project PST2202 and to have the reaming fund balance transferred back into the Public Safety Sales Tax operating budget.

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 award to effectuate the policies and procedures described herein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 08, 2024.

Final adoption of Ordinance by City Council on July 22, 2024.

DocuSigned by:
Mark Cliff
B7A4F51623AB462...

President of City Council

Action by the Mayor:

- ☒ Approved on 7/23/2024 | 2:20 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:

7C02EBDFFC3D43C...

City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: July 08, 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 CI2443 - ADMIN OFFICES RELOCATION PROJECT; TRANSFERRING, BUDGETING AND APPROPRIATING FUNDS FROM PROJECT ACCOUNT CI2426 - CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT IN THE AMOUNT OF \$2,000,000.00 INTO PROJECT ACCOUNT CI2443; APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND CK INVESTMENTS, A COLORADO LIMITED LIABILITY COMPANY, FOR THE PURCHASE OF PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK 1, KESSLER SUBDIVISION WITHIN THE CITY OF PUEBLO

SUMMARY:

This Ordinance establishes Project Account CI2443 - Purchase and Renovation of Property at 650 Dittmer Ave., transfers \$2,000,000.00 from the unappropriated fund balance of the General Fund into Project Account CI2443, approves and authorizes the Mayor to execute a Contract to Buy and Sell Real Estate between the City of Pueblo and CK Investments, and accepts the deed for the property.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City's Law Department requires additional office space to conduct its day-to-day operations. The current office spaces in City Hall can accommodate approximately five attorneys and one additional support staff member. Because of the shortage of space, several attorneys and support staff are housed in the Pueblo Municipal Justice Center, away from the rest of the Law Department. The Law Department requires sufficient office, conference, and work space to accommodate ten attorneys and staff members.

The Law Department has identified the property located at 650 Dittmer Avenue (at the

intersection of Goodnight Avenue and Dittmer Avenue) as a building that can meet its space requirements. The building has approximately 10,000 square feet of space which also provides enough room to relocate the Human Resources and Civil Service Departments within the building. The building was formerly a surgical center and will require some renovations of existing spaces to remove installed medical equipment and convert certain rooms to accommodate administrative/office use.

The City has submitted, and the owner has accepted, a Letter of Intent to purchase the property subject to multiple conditions, including approval of this ordinance. The City intends to complete the transaction and close within 90 days of the date of acceptance of the Letter of Intent (no later than September 24, 2024).

FINANCIAL IMPLICATIONS:

This Ordinance approves the Agreement to purchase the property in the amount of \$1,300,000.00. It also sets aside another \$700,000.00 which will be used to pay for building renovations and repairs necessary to prepare the building for use as municipal offices.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to pass this Ordinance will prevent the City from purchasing the subject property.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 650 Dittmer Avenue Pueblo CONTRACT TO BUY AND SELL REAL ESTATE - Commercial
2. Inclusions and Exclusions
3. EARNEST MONEY PROMISSORY NOTE
4. Lease Agreement 3rd Floor pending sale 650 Dittmer Ave

ORDINANCE NO. 10744

AN ORDINANCE ESTABLISHING PROJECT ACCOUNT CI2443 - ADMIN OFFICES RELOCATION PROJECT; TRANSFERRING, BUDGETING AND APPROPRIATING FUNDS FROM PROJECT ACCOUNT CI2426 - CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT IN THE AMOUNT OF \$2,000,000.00 INTO PROJECT ACCOUNT CI2443; APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND CK INVESTMENTS, A COLORADO LIMITED LIABILITY COMPANY, FOR THE PURCHASE OF PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK 1, KESSLER SUBDIVISION WITHIN THE CITY OF PUEBLO

WHEREAS, the City's Law Department requires additional office and administrative space to carry out its day-to-day operations; and

WHEREAS, the property at 650 Dittmer Avenue is listed for sale and the City and owner desire to enter into an agreement to convey ownership of the property to the City; and

WHEREAS, the property, which was formerly used as a surgical center, will require interior renovations and modifications in order to accommodate the new use of the space by the City's Law Department and other Departments which may be relocated into the building; NOW, THEREFORE,

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

SECTION 1.

Project Account CI2443 - Purchase and Renovation of Property at 650 Dittmer Ave. is hereby established.

SECTION 2.

Funds in the amount of \$2,000,000.00 are hereby transferred from Project No. CI2426 - City Council and Department Relocation Project and deposited, budgeted, and appropriated in Project Account CI2443 for the purpose of purchasing the property at 650 Dittmer Avenue; paying for costs associated with the real property acquisition; and for funding the design, construction, and other associated costs necessary to perform renovations within the building.

SECTION 3.

The Contract to Buy and Sell Real Estate ("Contract"), the Inclusions and Exclusions Addendum ("Addendum"), and the Earnest Money Promissory Note ("Promissory Note") between the City of Pueblo, a Municipal Corporation, and CK Investments, copies of which are attached hereto, having been approved as to form by the City Attorney, are hereby approved.

The Mayor is hereby authorized to execute said Contract, Addendum, and Promissory Note for and on behalf of the City of Pueblo and the City Clerk's Office is authorized to affix the seal of the City thereto and attest same.

SECTION 4.

Within the terms and conditions stated in Section 29 of the Contract, the Mayor is hereby authorized to execute a future lease agreement in substantially the same form as the lease agreement attached hereto by and between the City and CK Investments, and related to the City's occupancy of the Property prior to the closing date specified in the Contract.

SECTION 5.

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 6.

This Ordinance shall become effective immediately upon the date of final action by the City Council and the Mayor.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 08, 2024.

Final adoption of Ordinance by City Council on July 22, 2024.

DocuSigned by:



B7A4F51623AB402...

President of City Council

Action by the Mayor:

☒ Approved on 7/29/2024 | 2:57 PM MDT.

☐ Disapproved on _____ based on the following objections:

Signed by:



3A85950B7BCA482...

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:

7C02EB0FFC3D43C...



Sorella Real Estate, LLC
Lindsay Richardson
Broker/Owner CORE group
Ph: 719-225-9539

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS3-6-23) (Mandatory 1-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

☒ **Property with No Residences)**
☐ **Property with Residences-Residential Addendum Attached)**

Date: 6/26/2024

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. CITY OF PUEBLO A MUNICIPAL CORPORATION (Buyer) will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☒ Other In Severalty.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller. CK Investments (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Pueblo, Colorado (insert legal description):

LOT 1 BLOCK 1 KESSLER SUB FORMERLY 05-344-04-008

known as: 650 Dittmer Avenue, Pueblo, CO 81005

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including none remote controls). If checked, the following are owned by the Seller and included: ☐ Solar Panels ☐ Water Softeners ☐ Security Systems ☐ Satellite Systems (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery

rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

[See addendum for itemized inclusions/exclusions](#)

2.5.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

[none](#)

2.5.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities: [none](#); and the use or ownership of the following storage facilities:

[none](#)

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.7. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

[none](#)

2.5.8. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:

[none](#)

The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except [none](#). Conveyance will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):

[See addendum for itemized inclusions/exclusions](#)

2.7. Water Rights/Well Rights.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

[none](#)

Any deeded water rights will be conveyed by a good and sufficient [none](#) deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

[none](#)

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

[none](#).

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

[none](#)

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.6. Water Rights Review. Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	<i>none</i>
2	§ 4	Alternative Earnest Money Deadline	<i>MEC + 30 days</i>
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	<i>8/9/2024</i> Friday
4	§ 8	Record Title Objection Deadline	<i>8/16/2024</i> Friday
5	§ 8	Off-Record Title Deadline	<i>8/9/2024</i> Friday
6	§ 8	Off-Record Title Objection Deadline	<i>8/16/2024</i> Friday
7	§ 8	Title Resolution Deadline	<i>8/23/2024</i> Friday
8	§ 8	Third Party Right to Purchase/Approve Deadline	<i>none</i>
		Owners' Association	
9	§ 7	Association Documents Deadline	<i>none</i>
10	§ 7	Association Documents Termination Deadline	<i>none</i>
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	<i>8/2/2024</i> Friday
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	<i>none</i>
		Loan and Credit	
13	§ 5	New Loan Application Deadline	<i>none</i>
14	§ 5	New Loan Terms Deadline	<i>none</i>
15	§ 5	New Loan Availability Deadline	<i>none</i>
16	§ 5	Buyer's Credit Information Deadline	<i>none</i>
17	§ 5	Disapproval of Buyer's Credit Information Deadline	<i>none</i>
18	§ 5	Existing Loan Deadline	<i>none</i>
19	§ 5	Existing Loan Termination Deadline	<i>none</i>
20	§ 5	Loan Transfer Approval Deadline	<i>none</i>
21	§ 4	Seller or Private Financing Deadline	<i>none</i>
		Appraisal	
22	§ 6	Appraisal Deadline	<i>none</i>
23	§ 6	Appraisal Objection Deadline	<i>none</i>
24	§ 6	Appraisal Resolution Deadline	<i>none</i>
		Survey	
25	§ 9	New ILC or New Survey Deadline	<i>none</i>
26	§ 9	New ILC or New Survey Objection Deadline	<i>none</i>
27	§ 9	New ILC or New Survey Resolution Deadline	<i>none</i>
		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	<i>none</i>
29	§ 8	Mineral Rights Examination Deadline	<i>none</i>

174	30	§ 10	Inspection Termination Deadline	9/24/2024	Tuesday
175	31	§ 10	Inspection Objection Deadline	none	
176	32	§ 10	Inspection Resolution Deadline	none	
177	33	§ 10	Property Insurance Termination Deadline	8/30/2024	Friday
178	34	§ 10	Due Diligence Documents Delivery Deadline	8/2/2024	Friday
179	35	§ 10	Due Diligence Documents Objection Deadline	8/9/2024	Friday
180	36	§ 10	Due Diligence Documents Resolution Deadline	8/16/2024	Friday
181	37	§ 10	Environmental Inspection Termination Deadline	9/24/2024	Tuesday
182	38	§ 10	ADA Evaluation Termination Deadline	9/24/2024	Tuesday
183	39	§ 10	Conditional Sale Deadline	none	
184	40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	none	
185	41	§ 11	Estoppel Statements Deadline	none	
186	42	§ 11	Estoppel Statements Termination Deadline	none	
187			Closing and Possession		
188	43	§ 12	Closing Date	9/27/2024 Or Sooner	Friday
189	44	§ 17	Possession Date	day of close/fund	
190	45	§ 17	Possession Time	time of close/fund	
191	46	§ 27	Acceptance Deadline Date	none	
192	47	§ 27	Acceptance Deadline Time	none	
193	48	none	none	none	
194	49	none	none	none	

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as

follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 1,300,000.00	
2	§ 4.3.	Earnest Money		\$ 10,000.00
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7	none	none		\$
8	none	none		\$
9	§ 4.4.	Cash at Closing		\$ 1,290,000.00
10		Total	\$ 1,300,000.00	\$ 1,300,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer **\$0 (ZERO)** (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a **promissory note**, will be payable to and held by **Land Title** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21**, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **"If Buyer is in Default, § 20.1 and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

291 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds,
292 Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including
293 electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

294 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be
295 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by
296 Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

297 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☒ **Does**
298 ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount
299 stated as Cash at Closing in § 4.1.

300 **4.5. New Loan.** (Omitted as inapplicable)

301 **4.6. Assumption.** (Omitted as inapplicable)

302 **4.7. Seller or Private Financing.** (Omitted as inapplicable)

TRANSACTION PROVISIONS

303 **5. FINANCING CONDITIONS AND OBLIGATIONS.** (Omitted as inapplicable)

304 **5.3. Credit Information.** (Omitted as inapplicable)

305 **5.4. Existing Loan Review.** (Omitted as inapplicable)

306 **6. APPRAISAL PROVISIONS.**

307 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified
308 appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised
309 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs
310 necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

311 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective
312 loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

313 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is
314 less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline**
315 Buyer may, on or before **Appraisal Objection Deadline**:

316 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract
317 is terminated; or

318 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a
319 copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the
320 Purchase Price (Lender Verification).

321 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before
322 **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
323 or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution**
324 **Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such
325 termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

326 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements,
327 removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to
328 the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract,
329 this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property
330 Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy
331 the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
332 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

333 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be
334 timely paid by ☒ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the
335 appraiser, appraisal management company, lender's agent or all three.

7. **OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. **Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. **Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. **Association Documents.** Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or

disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☐ **Will** ☒ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** none. Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title**

Deadline.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted

8.5. Tax Certificate. A tax certificate paid for by ☒ **Seller** ☐ **Buyer**, for the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3, (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this

Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

582 9.1. **New ILC or New Survey.** If the box is checked, (1) ☐ **New Improvement Location Certificate**
583 **(New ILC)**; or, (2) ☐ **New Survey** in the form of none; is required and the following will apply:

584 9.1.1. **Ordering of New ILC or New Survey.** ☐ **Seller** ☐ **Buyer** will order the New ILC or New
585 Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,
586 certified and updated as of a date after the date of this Contract.

587 9.1.2. **Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on
588 or before Closing, by: ☐ **Seller** ☐ **Buyer** or:

589 **If a survey or ILC is not required for closing but is desired by the buyer, Buyer will order and**
590 **pay for the ILC/survey.**

591 9.1.3. **Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or
592 the provider of the opinion of title if an Abstract of Title) and none will receive a New ILC or New Survey on
593 or before **New ILC or New Survey Deadline**.

594 9.1.4. **Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by
595 the surveyor to all those who are to receive the New ILC or New Survey.

596 9.2. **Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a
597 New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller
598 or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective
599 discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

600 9.3. **New ILC or New Survey Objection.** Buyer has the right to review and object based on the New
601 ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to
602 Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection**
603 **Deadline**, notwithstanding § 8.3. or § 13:

604 9.3.1. **Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is
605 terminated; or

606 9.3.2. **New ILC or New Survey Objection.** Deliver to Seller a written description of any matter
607 that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer
608 requires Seller to correct.

609 9.3.3. **New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received
610 by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not
611 agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this
612 Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller
613 receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on
614 or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

624 10.1. **Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller
625 agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's
626 Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date
627 of this Contract.

628 10.2. **Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller
629 must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract.
630 Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an
631 adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer.
632 Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days
633 after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer
634 acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All**
635 **Faults.**"

636 10.3. **Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right
637 to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and
638

Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

none

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.7., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☒ Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☒ Will Not assume the debt on the Encumbered

Inclusions (§ 2.5.4., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☒ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;

☒ **10.6.1.4.2.** Property tax bills for the last 2 years;

☐ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☒ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.4.5.** Operating statements for the past none years;

☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past none years;

☐ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☐ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☐ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☒ **10.6.1.4.13.** Other:

Construction Plans are only available in hard copy and they will be provided for viewing during the contract period, they will be given to buyer upon closing.

Seller will provide any readily available documentation to Buyer regarding any of the above listed items.

Seller will provide a list of vendors who service the property.

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence**

Documents Objection Deadline, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ **Seller** ☒ **Buyer** will order or provide ☒ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or none, at the expense of ☐ **Seller** ☒ **Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by 30 days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☒ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as none. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only).
[Intentionally Deleted - See Residential Addendum if applicable]

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to

Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. **Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. **Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. **Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. **Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

12.3. **Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by the parties to this contract and the closing agent.

12.4. **Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. **Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

13. **TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☐ special warranty deed ☒ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ none deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. **PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including

any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ Other none.

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$none for:

☐ Water Stock/Certificates ☐ Water District

☐ Augmentation Membership ☐ Small Domestic Water Company ☐ none

and must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing

Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

☐ **Taxes for the Calendar Year Immediately Preceding Closing**

☒ **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other**

none

16.1.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and

any of record

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and //

none

Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 150 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

General Provisions

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from

damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is

checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or [e-contract software](#).

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey;** and **Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence.**

ADDITIONAL PROVISIONS AND ATTACHMENTS

1166 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
1167 Colorado Real Estate Commission.)

1168 **Sale is contingent upon the final passage of an ordinance by the City Council and approval**
1169 **thereof by the Mayor, to approve the contract and then for budgeting and appropriating**
1170 **funds for the purchase of the building.**

1172 **Seller and Buyer may have the option for pre-occupancy. A separate lease will be prepared in**
1173 **the event pre-occupancy is utilized. The terms of the pre-occupancy will include but are not**
1174 **limited to:**

1175 **Buyer may lease the 3rd floor of the property prior to close for \$5000/month prorated and**
1176 **payable on the 1st of the month. Any amounts paid will be paid to Land Title and held in**
1177 **escrow; monies paid will be credited toward the purchase price at closing. If closing does**
1178 **not occur, any monies paid as well as earnest money will be due and payable to Seller.**
1179 **During pre-occupancy, buyer will have all utilities transferred into Buyer name including but**
1180 **not limited to water, sewer, trash, electricity, natural gas, telephone, internet, security. Seller**
1181 **will maintain building insurance and taxes. Buyer will be responsible for potential**
1182 **maintenance and repairs for the 3rd floor during any pre-occupancy period. Buyer may have**
1183 **network fiber installed with prior notice and authorization from seller. Any damages that may**
1184 **occur due to installation will be the responsibility of the Buyer. Buyer will maintain proper**
1185 **business/tenant insurance and provide proof of such. The minimum coverage shall be**
1186 **\$1,000,000 of general liability insurance.**
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1192 **30. OTHER DOCUMENTS.**

1193 **30.1. Documents Part of Contract.** The following documents **are a part** of this Contract:
1194 **none**
1195
1196
1197
1198

1199 **30.2. Documents Not Part of Contract.** The following documents have been provided but are **not a**
1200 **part of this Contract:**
1201 **closing instructions, source of water addendum, square footage addendum,**
1202 **inclusions/exclusions addendum**
1203
1204
1205
1206
1207

1208 **Signatures**

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1210
1211 _____ Date: _____
1212 Buyer: **CITY OF PUEBLO A MUNICIPAL CORPORATION**
1213 **By: Heather Graham, Mayor**
1214
1215
1216

1217 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**
1218

1219 _____ Date: _____
1220 Seller: **CK Investments**
1221 **By: Charles Kessler, Signer**
1222
1223

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ Buyer's Agent ☐ Transaction-Broker in this transaction.

☒ Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☒ Listing Brokerage Firm ☐ Buyer ☐ Other .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Sorella Real Estate, LLC**
CORE group

Brokerage Firm's License #: **EC100098955**

Date: _____

Broker's Name: **Lindsay Richardson**

Broker's License #: **EA.100069349**

Address: **PO Box 2294 Pueblo, CO 81004**

Phone No.: **719-225-9539**

Fax No.:

Email Address: **coregrouplindsay@gmail.com**

Date: _____

Broker's Name: **Angela Torri**

BrokerLicense #: **ER.100024905**

Brokerage Firms Name: **Sorella Real Estate, LLC**

Brokerage Firm's License #: **EC100098955**

Address: **PO Box 2294 Pueblo CO 81004**
Ph: **719-334-6857** Fax: Email: **coregroupangie@gmail.com**

B. Broker Working with Seller

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☒ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other** .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Sorella Real Estate, LLC**

Brokerage Firm's License #: **EC100098955**

Date: _____

Broker's Name: **Lindsay Richardson**

Broker's License #: **EA.100069349**

Address: **PO Box 2294 Pueblo, CO 81004**

Phone No.: **719-225-9539**

Fax No.:

Email Address: **coregrouplindsay@gmail.com**

Date: _____

Broker's Name: **Angela Torri**

Broker's License #: **ER.100024905**

Brokerage Firm's Name: **Sorella Real Estate, LLC**

Brokerage Firm's License #:

Address: **PO Box 2294 Pueblo, CO 81004**

Phone No.: **719-334-6857**

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Fax No.: **719-334-6857**
Email Address: **coregroupangie@gmail.com**

CBS3-6-23. CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

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Inclusions and Exclusions

Date: 6/26/2024

Property Address: **650 Dittmer Avenue, Pueblo, CO 81005**

The following will be included in the sale of the property:

- Large plant in Sellers office***
- Mounted TVs throughout property***
- Chairs in the lobby on the main floor***
- Refrigerator`s***
- Dishwasher`s***

The following will be excluded from the sale of the property and removed by Seller prior to close as long as said item can be removed without causing undue damage to the property:

- Desk in Seller`s main office and north office on 3rd floor***
- Mirror mounted on west wall of exam room #6***
- Safes***
- Stereo equipment in OR #1 & #2(Denon receivers in ORs #1 & #2 ,CD changer in OR #1, etc.)***

---All Medical equipment and supplies to include but not limited to:

- Exam/OR tables***
- Stretchers***
- Main computer servers and network switching (if not already removed)***
- Skytron OR lights(2) for OR #1 and OR #2 including all hardware/ceiling extension tubes, and wall power supplies***
- Any and all Med Gas manifolds, valves, regulators, switches, power supplies, gauges, ceiling connections, Chemetron control panels/etc., oxygen wall delivery outlets with hardware, and other infrastructure, etc.(gas lines in walls will remain as part of sale).***
- Built in Autoclave including valves, regulators, switches, power supplies, gauges, connections, infrastructure external to wall, etc.***
- Steris sterilization units(2) including power supplies, instant heating units, other heating units, storage tanks along with infrastructure external to wall***
- Blanket and fluid warmers, Steris/AMSCO/etc.***
- OR/PACU medical vacuum pump with storage tank including associated hardware, and wall outlets. Chemtron and Baldor***
- OR medical grade air delivery/filtration system including all hardware, power, regulators, gauges, etc.***
- C Lockers including other types of medical/surgical storage/supply carts, moveable racks and/or lockers***
- Built in ultrasonic instrument cleaner and any other attached processing devices of medical/surgical equipment/instrumentation***

Date: _____
Seller: **CK Investments**
By: Charles Kessler, Signer

Date: _____
Buyer: **CITY OF PUEBLO A MUNICIPAL CORPORATION**
By: Heather Graham, Mayor

Selling Brokerage Firm's Name: **Sorella Real Estate, LLC** **CORE group**

Broker: **Lindsay Richardson**

Broker: **Angela Torri**

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Sorella Real Estate, LLC
Lindsay Richardson Broker/Owner CORE group
Ph: 719-225-9539

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (EMP 80-5-04)

**EARNEST MONEY
Promissory Note**

U.S. \$ 10,000.00

City: Pueblo, State: CO Date: 6/27/2024

FOR VALUE RECEIVED,

Name(s) OF Maker(s): CITY OF PUEBLO A MUNICIPAL CORPORATION

Address: 650 Dittmer Avenue, Pueblo CO 81005

jointly and severally, promise to pay to the order of

Charles Kessler

the sum of

ten thousand (\$10,000) Dollars,

with interest at 0 per cent per annum from none until paid.

Both principal and interest are payable in U.S. dollars on or before Close, payable at

Land Title Guarantee Company

or at such other address as note holder may designate. Presentment, notice of dishonor, and protest are hereby waived. If this note is not paid when due, I/we agree to pay all reasonable costs of collection, including attorney's fees.

Date: _____
Maker: CITY OF PUEBLO A MUNICIPAL CORPORATION
By: Heather Graham, Mayor

This note is given as earnest money for the contract on the following property:

650 Dittmer Avenue, , Pueblo CO 81005

EARNEST MONEY - Promissory Note

CTM eContracts - ©2024 MRI Software LLC - All Rights Reserved

LEASE AGREEMENT

THIS LEASE entered into as of July __, 2024 (the "**Effective Date**") by and between the **CK Investments**, a Colorado limited liability company ("Lessor") and the **City of Pueblo**, a Colorado municipal corporation ("**City**") ("**Lessee**"), (singularly "**Party**" and collectively "**Parties**").

WHEREAS, Lessor is the owner of LOT 1 BLOCK 1 KESSLER SUB FORMERLY 05-344-04-008, commonly referred to as 650 Dittmer Avenue, Pueblo, Colorado, 81005 (the "**Property**"); and

WHEREAS, the Parties have entered into a Contract to Buy and Sell Real Estate relating to the Property; and

WHEREAS, Lessee is desirous of leasing, and Lessor is willing to lease, pending closing of the sale of the Property, the 3rd Floor of the Property ("Leased Premises") upon the terms and conditions of this Lease Agreement hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and conditions contained herein, Lessor and Lessee hereby agree as follows:

Article 1. Leased Premises.

1.01 Beginning the Effective Date, Lessor leases to Lessee and Lessee leases from Lessor the Leased Premises, upon and subject to the covenants, provisions, and conditions herein.

1.02 This Lease and Lessee's use of the Leased Premises are subject to the easements, rights of way, covenants, conditions, restrictions, reservations, and limitations appearing of record, and all applicable zoning and land use laws, ordinances, codes, and regulations governing and regulating the Leased Premises and its use.

Article 2. Term.

2.01 The term of this Lease shall commence on the Effective Date and shall terminate upon closing of the sale of the Property pursuant to the Purchase Agreement between the Parties.

2.02 Should closing on the sale of the Property pursuant to the Purchase Agreement between the Parties not be accomplished within six (6) months of the Effective Date of this Lease, the Parties shall negotiate in good faith to modify this Lease Agreement to include the entire Property, a multi-year term, and rent rate consistent with the new terms.

Article 3. Rent.

3.01 Lessee shall pay to Lessor the sum of \$5,000.00 (\$20.00/sq ft 3000 sq feet) per month ("Rent"). Rent shall be pro-rated for the month in which the Effective Date occurs and shall be deducted from the purchase price of the Property to reduce dollar for dollar the total amount

owed by the City to CK Investments for the Property at the time of closing so long as the closing occurs within six (6) months of the Effective Date.

3.02 It is the intent of the Parties hereto that this Lease is not a "triple net" lease. Lessor shall be responsible for all utilities, insurance, maintenance, and taxes unless the Parties are unable to close on the purchase of the Property within six (6) months in which case, this provision will be negotiated as part of the modification of the Lease Agreement.

3.03 Lessee's obligation to pay Rent to Lessor hereunder is absolute and unconditional and Rent shall not be offset, abated, reduced, or withheld for any reason whatsoever, except as may be provided by the provisions of this Lease.

Article 4. Use of Leased Premises.

4.01 The Leased Premises shall be used and occupied by Lessee as general administrative office space.

4.02 Lessee shall use the Leased Premises in a careful, safe, and proper manner in compliance with all laws and regulations applicable to the Leased Premises and Lessee's use thereof. Lessee shall not cause, maintain, or permit any nuisance or waste in, on, or about the Leased Premises.

4.03 Lessee shall not abandon or cease to conduct business on the Leased Premises.

Article 6. Condition of Premises.

6.01 It is understood and agreed that the Leased Premises are leased "as is, where is, with all its faults" and that Lessor does not make and has not at any time made any warranty or representation of any kind or character, express or implied, with respect to the Leased Premises, including, but not limited to, any warranty or representation as to habitability, merchantability, fitness for a particular purpose, title (other than the covenant of quiet possession set forth in Article 16, herein), zoning (other than that the leased premises are zoned for the permitted use), physical or environmental conditions, utilities, governmental approvals, the compliance of the leased premises with governmental and environmental laws and regulations, the truth, accuracy or completeness of any document or other information provided to lessee by Lessor or any other person, or any other matter or thing regarding the leased premises not contained herein.

6.02 The taking of possession of the Leased Premises by Lessee on the Effective Date shall be conclusive evidence that the Lessee accepts the Leased Premises in its then present condition and that the Leased Premises are in good and satisfactory condition at the time such possession was taken.

Article 7. Alterations and Improvements.

7.01 Lessee shall not make any additions, alterations, or improvements in or to the Leased Premises ("**Alterations**") without Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Lessee shall not, to the extent Lessee receives

knowledge of same, permit or allow any lien to be filed or recorded against the Leased Premises or Lessor's or Lessee's interest therein. Lessor hereby consents to Lessee routing and installing fiber optic cable to the building to enable a secure internet network. All alterations made in or to the Leased Premises by Lessee with the Lessor's consent shall become part of the Leased Premises and be surrendered with the Leased Premises at the termination of this Lease. All other Alterations shall, at the option of the Lessor (and with Lessor's direction to Lessee), be removed by Lessee at Lessee's sole cost and expense.

7.02 All personal property, equipment, fixtures, and improvements of a detachable or temporary nature installed or placed upon the Leased Premises by Lessee including trade fixtures, shall remain the property of Lessee, subject to Lessee's right, at its option, to remove same at any time but not later than thirty (30) days after termination of this Lease. Lessee shall repair all damage (except reasonable wear and tear) to the Leased Premises caused by such removal. The failure of Lessee to remove its equipment, fixtures and detachable improvements within thirty (30) days after termination of this Lease shall, at the option of Lessor, be deemed an abandonment of such property and Lessor may dispose of such property as the Lessor, in its sole discretion, may determine.

Article 8. Repairs and Maintenance.

8.01 Lessor shall be responsible for all repairs and maintenance on the Leased Premises, except that Lessee at its sole expense shall make all repairs reasonably necessary as a result of the act or negligence of Lessee, its agents, employees, invitees, subtenants or contractors. Lessee shall have the right to employ or designate any reputable person or firm, including any employee or agent of Lessee or any of the City's divisions to perform any service, repair or maintenance function necessary hereunder. Lessor need not make any other improvements or repairs except as specifically required under this Lease, and nothing contained in this Section shall limit Lessor's right to reimbursement from Lessee for reasonable maintenance, repair costs, and replacement costs as provided elsewhere in this Lease. Lessee understands that it shall not make repairs at Lessor's expense or by rental offset.

Article 9. Right of Entry.

Lessor, or Lessor's officers, employees, agents, and representatives, may enter the Leased Premises during normal business hours upon reasonable notice to Lessee, except that in the case of any emergency or possible casualty involving the Leased Premises, entry may be made at any time without notice to Lessee.

Article 10. Assignment.

The interests and privileges granted under this Lease are personal. No interests or privileges under this Lease may be transferred except as provided in this Lease. Lessee may not sublet, assign, or otherwise transfer the Leased Premises, in whole or in part, without the express written consent of Lessor.

Article 12. Taxes and Assessments.

12.01 Lessor shall promptly pay and discharge, as they become due and before delinquency, any and all property taxes, assessments, charges, liens, levies or excises, whether general or special or ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind, which may be levied, charged or imposed, or which may become a lien or charge on or against the Leased Premises or any part thereof, the leasehold interest of Lessor or Lessee herein, or the improvements situated on the Leased Premises during the effective period of this Lease.

12.02 Lessee shall pay before delinquency any and all property taxes levied or charged against any of the personal property belonging to it and situated on the Leased Premises.

12.03 Lessee shall, to the extent it is aware of or receives the same, promptly, and timely forward all correspondence, notices, bills, and the like from any government, regulatory, utility company or taxing authority with respect to the Leased Premises, or any matter affecting the same, to Lessor.

Article 13. Utilities.

Lessor shall pay, before delinquent, all charges for sewer, water, gas, electricity, telephone, and all other utility services furnished to or used in or supplied to the Leased Premises.

Article 14. Damage to or Destruction of Premises.

14.01 If, during the Terms of this Lease, the Leased Premises shall be damaged to such an extent that the repair of such damage and the restoration of the Leased Premises can be accomplished, with reasonable diligence, within ninety (90) days after such damage (provided such damage was not caused by Lessee or its employees, invitees, agents or representatives, in which event Lessee shall make such repairs), Lessor shall promptly repair such damage and cause the Leased Premises to be restored to their condition prior to the event causing the damage. If, during the Terms of this Lease, the Leased Premises shall be destroyed or damaged to such an extent that the repair of such destruction or damage and the restoration of the Leased Premises cannot be accomplished, with reasonable diligence, within ninety (90) days after destruction or damage, then, to the extent the Lessor has knowledge of the same, Lessor shall promptly notify Lessee in writing of such fact within twenty-one (21) days after the date of such destruction or damage, and either Party shall thereafter have the right, during a period of thirty (30) days following such notification, to terminate this Lease by written notice to the other Party, declaring this Lease to be terminated. Unless such notice of immediate termination shall be given within such 30-day period and the applicable amount of proceeds of insurance are paid to Lessor, this Lease shall continue in full force and effect and Lessor (or Lessee, if damage was caused by its employees, invitees, agents or representatives) shall promptly repair such destruction or damage and cause the Leased Premises to be restored to their condition prior to the event causing the destruction or damage. In the event the Leased Premises are destroyed or damaged, or partially destroyed or damaged, the monthly rent payable by Lessee shall be abated proportionately according to the floor area of the Leased Premises which is usable by Lessee. Such abatement shall continue for the period commencing with such damage or destruction and ending when Lessee or Lessor, as may be applicable, completes repair work or reconstruction. Lessee or Lessor, as

applicable, shall diligently commence and expeditiously complete the repair work or reconstruction.

14.02 If Lessee shall make the repairs, such repairs, restoration, or rebuilding shall be conducted as expeditiously as possible in accordance with plans and specifications submitted to and reasonably approved in writing by Lessor and in compliance with all applicable laws, regulations, and codes.

Article 15. Hold Over.

If Lessee shall hold over after the expiration of the Initial Term or any Lease Extension, without a signed renewal or new Lease, then Lessee shall be deemed a Lessee from month to month on all of the terms and conditions set forth in this Lease. Nothing in this Section shall be construed as permission of the Lessor to hold over beyond the expiration of the Initial Term or any Lease Extension.

Article 16. Quiet Possession.

Lessee may peacefully have, hold, and enjoy the Leased Premises, subject to the other terms of this Lease, provided that Lessee fulfils all of Lessee's covenants and agreements contained herein and complies with the terms and conditions of the Subrecipient Agreement.

Article 17. Default.

17.01 In the event of default at any time by Lessee of any of its covenants and obligations contained herein, or by Lessor in the performance of any of its covenants and obligations herein contained, and such default is not cured within thirty (30) days after written notice specifying the default is given by the non-defaulting Party to the defaulting Party, then, in such event, in addition to all other rights, the non-defaulting Party shall have the right, upon ten (10) days' notice in writing to the defaulting Party specifying the date of termination, to terminate this Lease and Lessor may at such time reenter and take possession of the Leased Premises.

17.02 In the event the Parties hereto become involved in litigation arising out of this Lease, or the performance or breach thereof, the Court shall award costs, expenses, and reasonable attorney fees to the substantially prevailing Party.

17.03 If Lessee or Lessor violates any of the terms and provisions of this Lease or defaults in any of its obligations hereunder, such violation may be restrained or such obligation enforced by injunction at the instance and request of Lessor or Lessee, as applicable, without the showing of any special damages or an inadequate remedy at law.

Article 18. Waiver and Time of Essence.

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Lease shall not be deemed a waiver of such. No waiver of any breach or breaches of any provision, covenant or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant, or condition, or of any other provision, covenant, or condition.

Article 19. Notices.

All notices, demands or communications of any kind which may be required or desired to be served, given or made by Lessee upon or to Lessor, under the terms of or in connection with this Lease, shall be sufficiently served, given or made if such notice, demand or communication is made by personal service, or sent by overnight courier or certified United States mail, addressed to:

CK Investments

(or to such other person or address as may hereafter from time to time be designated for this purpose by Lessor to Lessee in writing).

All notices, demands or communications of any kind which may be required or desired to be served, given or made by Lessor upon or to Lessee, under the terms of or in connection with this Lease, shall be sufficiently served, given or made (as an alternative to personal service upon Lessee) if such notice, demand or communication is sent by overnight courier or certified United States mail, addressed to:

Mayor's Office
City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

with a copy to:

City Attorney's Office
City of Pueblo
1 City Hall Place, 3rd Floor
Pueblo, CO 81003

(or to such other person or address as may hereafter from time to time be designated for this purpose by Lessee to Lessor in writing).

Article 20. Environmental Provisions.

20.01 For the purpose of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado or the United States government and shall include, but not be limited to (1) substances defined as "hazardous waste", "restricted hazardous waste", "hazardous substance" or "hazardous material" under any applicable federal, state or local law or regulation ("Environmental Regulations"), (2) asbestos-containing materials, (3) PCBs, (4) petroleum or petroleum based products, (5) illegal substances, including but not limited to

methamphetamine and fentanyl, and (6) lead.

20.02 Lessee will comply with Environmental Regulations that are applicable to Lessee and its use of the Leased Premises. No activity shall be undertaken by the Lessee, its employees, agents, licensees, invitees, contractors or subcontractors, on all or any portion of the Leased Premises which would cause or permit: (i) the presence, use, generation, release, discharge, storage or disposal of any Hazardous Material in, on, under, about, or from the Leased Premises or any part thereof in violation of any Environmental Regulations; (ii) any portion of the Leased Premises to become a hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions without receiving proper governmental authorization, and in compliance with all Environmental Regulations, including, without limitation, the Federal Water Pollution Control Act, U.S.C. Section 1251 *et seq.*, and the Clean Air Act, 42 U.S.C. Section 7401, *et seq.*

Article 21. Miscellaneous Provisions.

21.01 No Waiver of Governmental Immunity. Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to Entity, its officials, employees, contractors, or agents, or any other person acting on behalf of Entity (including Contractor) and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

21.02 Article X Section 20/TABOR. The parties understand and acknowledge that Entity is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of Entity are expressly dependent and conditioned upon the continuing availability of funds beyond the term of Entity’s current fiscal period ending upon the next succeeding December 31. Financial obligations of Entity payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Entity, and other applicable law. Upon the failure to appropriate such funds, this Contract shall be terminated.

21.03 Colorado Law. This Lease shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith without reference to such State's choice of law and/or conflict of law principles.

21.04 Writing for Waiver or Modification. No provision of this Lease may be waived or modified except by an agreement in writing signed by the waiving Party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

21.05 Binding Effect. This Lease sets forth the entire and complete understanding and

agreement of the Parties hereto with respect to the subject matter hereof. Lessee acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties of Lessor except such as are expressed herein. This Lease shall be binding on the Parties, their successors, and approved assigns.

21.06 Construction. Throughout this Lease, the singular shall include the plural; the plural shall include the singular; and the masculine and neuter shall include the feminine, wherever the context so requires.

21.07 Text to Control. The headings of sections are included solely for convenience of reference. If any conflict between any heading and the text of this Lease exists, the text shall control.

21.08 Severability. If any provision of this Lease is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Lease shall be construed and enforced as if such invalid provisions had never been inserted in the Lease.

21.09 Venue and Jury Trial. Lessor and Lessee agree that exclusive venue for all actions or causes of action relating to this Lease or the Leased Premises shall be Pueblo County, Colorado. All such actions shall be filed in the District Court in and for the County of Pueblo, State of Colorado and Lessor and Lessee submit to the jurisdiction of that Court. To the extent allowed by law, each Party waives its right to a jury trial.

21.10 Brokerage Commission. The Lessor and Lessee each represent to the other that they have not entered into any agreement or incurred any obligation in connection with the Lease transaction which might result in the obligation to pay a brokerage commission to any broker. Each Party shall indemnify and hold the other Party harmless from and against any claim or demand by any broker or other person for bringing about this Lease who claim to have dealt with such indemnifying party, including all expenses incurred in defending any such claim or demand (including reasonable attorney's fees).

21.11 Warranties. The persons signing this Lease on behalf of each of the Parties represent and warrant that such persons and Lessee or Lessor, as applicable, have the requisite power and authority to enter into, execute and deliver this Lease and that this Lease is a valid, legally binding obligation of Lessee or Lessor, as applicable, enforceable against such Party in accordance with its terms.

21.12 Time of Essence. Time shall be and is of the essence as to the performance of all terms, conditions, and obligations under this Lease.

21.13 Third Parties. The provisions of this Lease are and will be for the benefit of Lessor and Lessee only and not for the benefit of any third party, and accordingly, no third party shall have any right or remedy hereunder or the right to enforce any provision of this Lease.

IN WITNESS WHEREOF, Lessor and Lessee, by their duly authorized representatives, have executed this Lease on the day and year first above written.

City of Pueblo, Colorado
a Colorado municipal corporation

[S E A L]

Attest: _____
City Clerk

By _____
Heather Graham
Mayor

CK Investments
a Colorado limited liability company

By _____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July, 2024 by _____, as _____ of the CK Investments, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____.

[S E A L]

Notary Public



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Bob Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBDIVISION PARTICIPATION AND RELEASE FORM WITH RESPECT TO THE NATIONAL OPIOIDS SETTLEMENT REACHED WITH THE KROGER CO.

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subdivision Participation and Release Form with respect to the recovery of settlement funds by the City as a result of the opioid crisis and specifically the national opioid settlement reached with The Kroger Co. ("Kroger Settlement").

PREVIOUS COUNCIL ACTION:

Ordinance No. 10031 (10/27/2021). The Pueblo City Council approved and authorized the Mayor to sign:

- Settlement Agreements with AmerisourceBergen; Cardinal Health; McKesson and Janssen Pharmaceuticals and its parent company Johnson & Johnson; and
- A Memorandum of Understanding and an Escrow Agreement with the Office of the Colorado Attorney General regarding the distribution of opioid settlement proceeds.

Ordinance No. 10406 (3/13/2023). This Ordinance establishes Fund No. 226 - Opioid Abatement Settlement, and budgets and appropriates funds which have been distributed and will be paid to the City in the future from the National Opioid Settlement fund.

Ordinance No. 10415 (3/13/2023). The Pueblo City Council approved and authorized the Mayor to sign Settlement Participation and General Release Agreements with respect to Teva Pharmaceutical Industries Ltd. and Allergan Finance, LLC/Allergan Limited, as well as with Walmart Inc., CVS Health Corporation/CVS Pharmacy, Inc., and Walgreen Co.

BACKGROUND:

Colorado is participating in the Kroger Settlement and pursuant thereto Colorado Attorney General Phil Weiser has reached a settlement with The Kroger Co. for its role in the opioid crisis. It is recommended that the City participate in this settlement. In order to do so, the Subdivision Participation and Release Form must be approved by the Pueblo City Council and returned to the Office of the Colorado Attorney General no later than August 12, 2024.

All opioid settlement funds that are received as a result of the settlement will follow the same Colorado Opioid Settlement Memorandum of Understanding that was signed in 2021 pursuant to Ordinance No. 10031. Under the Colorado MOU, settlement proceeds will be distributed as follows:

1. 10% directly to the State ("State Share")
2. 20% directly to Participating Local Governments ("LG Share")
3. 60% directly to Regions ("Regional Share")
4. 10% to specific abatement infrastructure projects ("Statewide Infrastructure Share")

FINANCIAL IMPLICATIONS:

If the attached agreements are approved, it is anticipated that the City of Pueblo will receive approximately \$360,186 as its Participating Local Government Share

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to participate in the settlement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Participation and Release Form

ORDINANCE NO. 10745

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBDIVISION PARTICIPATION AND RELEASE FORM WITH RESPECT TO THE NATIONAL OPIOIDS SETTLEMENT REACHED WITH THE KROGER CO.

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

SECTION 1.

Subdivision Participation and Release Form with respect to the recovery of settlement funds by the City as a result of the opioid crisis and specifically the national opioid settlement reached with The Kroger Co., a copy of which is attached hereto, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Participation and Release Form for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Participation and Release Form to implement the policies and procedures described herein.

SECTION 4.

Pursuant to Ordinance No. 10406, all distributed funds under the settlement are budgeted and appropriated into Fund No. 226 - Opioid Abatement Settlement and shall only be used for payment of eligible expenses.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 08, 2024.

Final adoption of Ordinance by City Council on July 22, 2024.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

- ☒ Approved on 7/23/2024 | 2:19 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:
WJSS
7C02EBDFFC3D43C...

City Clerk

Subdivision Participation and Release Form

Governmental Entity: Pueblo city	State: CO
Authorized Signatory: Heather Graham	
Address 1: 1 City Hall Place	
Address 2: 2nd Floor	
City, State, Zip: Pueblo Colorado 81003	
Phone: 719-553-2611	
Email: hgraham@pueblo.us	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Heather Graham

Title: Mayor

Date: _____

ATTEST:

City Clerk





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 22, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTION 10, CHAPTER 4 OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE RESIDENCY REQUIREMENT FOR CERTAIN UNCLASSIFIED EMPLOYEES.

SUMMARY:

Attached is an Ordinance which amends Section 6-4-10 of the Pueblo Municipal Code to change the residency requirements for certain unclassified employees.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Section 6-1 of the City Charter requires that the City Attorney be a resident of the City of Pueblo and in March 2016, the City Charter also required the City Manager to be a resident of the City of Pueblo. On or about March 14, 2016, City Council approved an Ordinance requiring all Directors, Heads of Bureaus and Departments, and Assistant Managers to live within the City of Pueblo. Section 6-4-10 affects the following twenty-four (24) positions:

- Assistant City Manager
- Assistant City Manager of Community Investment
- Assistant City Manager of Development Services
- Assistant City Manager of Finance
- Assistant City Manager of Stormwater
- City Attorney
- City Clerk
- City Manager
- Deputy City Manager
- Director of Aviation
- Director of Finance

Director of Housing and Citizen Services
Director of Human Resources
Director of Information Technology
Director of Parks and Recreation
Director of Planning
Director of Public Works
Director of Purchasing
Director of Stormwater
Director of Transit
Director of Wastewater
Fire Chief
Municipal Court Judge
Police Chief

Anyone hired to one of these positions after the Ordinance was passed who did not live within the City of Pueblo was required to establish residency within the City within six (6) months of their hire date.

Since 2016 when the Ordinance was passed by City Council, the City has struggled to recruit qualified candidates to these director level positions. Many potential candidates have established properties outside the City, or for personal reasons, are unable or unwilling to reside within the City limits. In addition, there is a shortage of affordable housing within the City of Pueblo.

Few, if any, other cities in Colorado require all of their directors to live within the city's boundaries. If a residency requirement exists, it is typically only for the City Manager. The City will soon be seeking a new Finance Director. Modifying the residency requirement will allow staff to expand the potential applicant pool when recruiting, not only for the Finance Director but all new Directors, Heads of Bureaus and Departments, and Assistant Managers and to ensure the City is able to attract and retain the most qualified people in these positions.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council could continue to require all Directors, Heads of Bureaus and Departments, and Assistant Managers to live within the City of Pueblo.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10746

AN ORDINANCE AMENDING SECTION 10, CHAPTER 4 OF
TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO
THE RESIDENCY REQUIREMENT FOR CERTAIN
UNCLASSIFIED EMPLOYEES.

WHEREAS, all Directors, Heads of Bureaus and Departments, and Assistant Managers are currently required to live within the City of Pueblo;

WHEREAS, since this requirement was added to the City Code in 2016, the City has struggled to recruit qualified candidates to apply for director level positions;

WHEREAS, there currently exists a shortage of affordable housing within the City limits;

WHEREAS, the City will be recruiting a new Finance Director making reevaluating the residency requirement timely; and

WHEREAS, modifying the residency requirement will allow staff to expand the potential applicant pool when recruiting new Directors, Heads of Bureaus and Departments, and Assistant Managers and to ensure the City is able to attract and retain the most qualified people in these positions; NOW, THEREFORE,

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

(brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 6-4-10 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 6-4-10. Residency Requirement.

(a) [The following unclassified employees of the City] **All Directors, Heads of Bureaus and Departments, and Assistant Managers**, who are appointed on or after May 1, 2016, shall, as a condition of their employment, and as a condition of their continued employment, reside within the [corporate] boundaries of **Pueblo County** [the City of Pueblo], within six months after appointment and first date of employment.

[(1) The Directors and Heads of Bureaus and Departments; and

(2) Assistant Managers.]

(b) For the purposes of this Section, “reside” shall mean to establish, maintain and occupy a dwelling, as an employee’s primary residence, within **the boundaries of Pueblo County** [the corporate boundaries of the City] on a continuous and permanent basis.

(c) Any employee who violates any provision or requirement of this Section shall be

terminated and his or her position with the City shall be declared vacant.

(d) The requirements of Subsection (a) of this Section are not applicable to persons who were appointed or employed as Directors and Heads of Bureaus and Departments and Assistant Managers prior to May 1, 2016.

SECTION 2.

If any part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or Chapter 4 of Title VI of the Pueblo Municipal Code.

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 to effectuate the policies and procedures described herein.

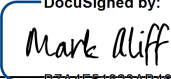
SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 08, 2024.

Final adoption of Ordinance by City Council on July 22, 2024.

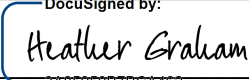
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President of City Council

Action by the Mayor:

☒ Approved on 7/23/2024 | 2:18 PM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:

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Mayor

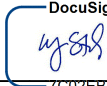
Action by City Council After Disapproval by the Mayor:

- ☐ 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.

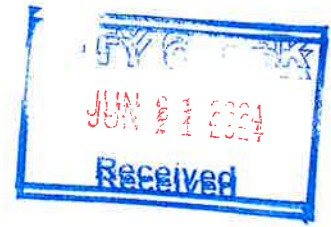
President of City Council

ATTEST

City Clerk

DocuSigned by:

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Mark Aliff
President, Pueblo City Council
City of Pueblo
1 City Hall Pl
Pueblo, CO 81004



Subject: Formal Ethics Complaint Regarding nepotism and religious discrimination committed by At Large Councilman Dennis Flores

City Council President Aliff,

I am writing to formally file ethics complaints against Councilman Dennis Flores concerning a violation of the city's code of ethics and the Equal Employment Opportunity provisions outlined in Pueblo Municipal code. The specific concerns pertain to nepotism and religious discrimination committed during the recent city council selection process to fill the open at large seat. Both matters require your immediate attention and investigation. The process to select a replacement for city council has been biased and unethical.

Complaint item 1: City officials are explicitly prohibited from participating in appointments, promotions, or other hiring decisions involving relatives or individuals with whom they have personal relationships. This prohibition is essential to maintain transparency, fairness, and public trust in our local government.

Councilman Flores nominated Charles Hernandez for a position on the Pueblo City Council and subsequently voted in favor of his appointment. However, it has come to light that Charles Hernandez is allegedly related to Dennis Flores. Councilman Flores failed to disclose this alleged familial relationship during the nomination and recuse himself from the voting process, thereby violating the city's code of ethics.

Complaint item 2: Sec. 6-1-7. – Pueblo Municipal Code: Equal employment opportunity states that no applicant, candidate or employee shall be discriminated against or denied equal employment opportunity in the service of the City on the basis of race, color, *religion*, political affiliation, sex, sexual orientation, national origin, ancestry, age or disability, except as otherwise may be provided by law. (Ord. No. 3755, 9-24-73; Ord. No. 4756, 6-9-80; Ord. No. 7587 §2, 5-14-07; Ord. No. 8018 §1, 6-8-09)

Councilmen Dennis Flores subjected me to religious discrimination during the recent City Council appointment process by violating these Equal Employment Opportunity provisions outlined in Pueblo Municipal Code Sec. 6-1-7.

On Monday June 13th at approximately 3pm Councilmember Flores contacted City Council applicant Chris Nicoll by telephone to discuss Mr. Nicoll's interest in seeking the open at-large seat on the City Council. During this conversation, Councilmember Flores expressed his unwillingness to support Mr. Nicoll due to his affiliation with Forging Pueblo, a known Christian organization in our city. Councilmember Flores explicitly stated that he disagreed with the views held by Christians within Forging Pueblo and that he considered them to be intolerant and

expressed support for the LGBTQ community. Consequently, he informed Mr. Nicoll that he could not consider him for this position due to his affiliation with such a group before ever hearing his interview testimony in the council chambers.

This statement made by Councilmember Flores shows his intent to discriminate against me in the selection process and constitutes a clear violation of Pueblo Municipal Code Sec. 6-1-7, which explicitly prohibits discrimination or denial of equal employment opportunity based on race, color, religion, political affiliation, sex, sexual orientation, national origin, ancestry, age, or disability during a city appointment process. As an applicant seeking a city council appointment, I should not be subjected to religious persecution and discriminatory treatment based on my religious beliefs or affiliations. These discriminatory acts clearly have negatively impacted the integrity of the selection process and violate my rights and equal protections.

Request for Action: I urge you to initiate a thorough investigation into this matter. I would like to remind you that City Council has the authority to investigate matters related to city council, governance, policies, and operations as afforded in the Pueblo City Charter. Additionally, I recommend that Councilwoman Sara Martinez be deposed as a witness under oath by the Pueblo City Attorney to confirm whether Councilmember Flores discussed Mr. Nicoll's religion or his affiliation with religious groups, including Forging Pueblo, prior to the City Council selection hearing for the At Large seat. I also would like an apology from Councilman Flores and admission that he was wrong to include religion in this selection process.

Councilman Flores' actions undermine the integrity of our local government and erode public confidence. Appropriate disciplinary measures should be taken if these violations are substantiated and the process for selecting a replacement have been severely flawed.

Please keep me informed of the progress and outcome of the investigation. As concerned citizens, we rely on the City Council to uphold the ethical standards defined within the city code of ethics and city's equal opportunity provisions to ensure accountability. If found guilty by the council of these serious ethics violations I'm recommending council censure him with a resolution and publicly call for his immediate resignation.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, reading "Christopher A. Nicoll". The signature is fluid and cursive, with the first name being the most prominent.

Christopher A Nicoll
1839 Bonforte Blvd
Pueblo, CO 81001
Chris@ChrisNicoll.us