



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

**MONDAY, FEBRUARY 10, 2025
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

Steven Schilling, Grace Life Church

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Career and Technical Education Week - February 17-21, 2025" - Devin Klock, Colorado DECA President

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 January 27, 2025, as distributed.

J1 City Council Minutes January 27, 2025

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 \$174,885.10 to Dreng Solutions LLC for Project No. 24-037, Elmwood Golf Course - Short 9 Restroom, setting forth \$41,000 for contingencies, and authorizing the Purchasing Agent to execute same
- M2 A Resolution awarding a construction contract in the amount of \$146,547.88 to Dreng Solutions LLC for Project No. 24-064, Parks Maintenance Shop Restroom, setting forth \$29,309.58 for contingencies, and authorizing the Purchasing Agent to execute same
- M3 A Resolution ratifying an emergency construction contract in the amount of \$29,891.26 with Parker Excavating, Inc., for Emergency Sanitary sewer point repair at 1910 Rose Ln., Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same.
- M4 A Resolution ratifying an emergency construction contract in the amount of \$4,706.18 with Parker Excavating, Inc., for Emergency Sanitary sewer point repair at 2330 N Main St., Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same.
- M5 A Resolution approving a Professional Services Agreement between The City of Pueblo, a Colorado Municipal Corporation, and CHC Training, LLC, DBA BetterCertify relating to Bid 24-135, Consultant Training Professional for EPA'S Renovation, Repair, and Painting Program, and authorizing the Purchasing Agent to execute same
- M6 A Resolution approving a Professional Services Agreement between The City of Pueblo, A Colorado Municipal Corporation, and CommunityScale, LLC relating to Bid 24-142, Consultant for Preparation of 2025-2029 Consolidated Plan and authorizing the Purchasing Agent to execute same
- M7 A Resolution amending the legislative procedures and rules of the Pueblo City Council by creating a procedure for rescheduling City Council meetings that fall on a City holiday.
- M8 A Resolution adopting new policies and procedures for research, retrieval, and copying of criminal justice records, *nunc pro tunc*
- M9 A Resolution ratifying PACOG's joint appointment of Sean Convery to the Mechanical Board of Appeals - Engineer position
- M10 A Resolution ratifying PACOG's joint appointment of Daniel Haas to the Community Services Advisory Commission (CSAC)

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance approving the 1st Amendment to the Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation ("City"), and the State of Colorado, acting by and through the Colorado Department of Transportation ("CDOT"), Project BRO M086-079 (22616) for the Mel Harmon Bridge Overlay and Rehabilitation Project, budgeting and appropriating funds in the amount of \$797,179 and Authorizing the Mayor to Execute Same
- N2 An Ordinance approving and authorizing the Mayor to execute an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, Colorado Energy Office, providing grant funding to the City in the amount of \$270,000, and establishing, budgeting and appropriating funds in the amount of \$90,000 to each of the following three Projects: Project CI2451 - Geothermal Grant Fire Station 6, Project CI2452 - Geothermal Grant Fire Station 8, and Project CI2453- Geothermal Grant Fire Station 11
- N3 An Ordinance approving a Use Permit and Rental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado State Fair Authority, a subdivision of

the State of Colorado, and authorizing the Mayor to execute same

- N4 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 Spring 2025 Special Municipal Election
- N5 An Ordinance amending zoning restrictions to rezone approximately 26-acres located south of Dillon Drive, west of Outlook Boulevard and north of Wills Boulevard from A-1, Agricultural One Zone District to R-2, Single-Family Residential Zone District
- N6 An Ordinance approving the Andiamo Subdivision
- N7 An Ordinance vacating two six-foot public utility easements, one 10-foot drainage easement, and one 408 square foot portion of a public ingress/egress private lane, sanitary sewer and public utility easement generally located north of west 24th Street and west of the unimproved Sawatch Way within the Pikes Peak Park, Filing No. 1 Subdivision
- N8 An Ordinance approving a Lease Agreement between the City of Pueblo, a Colorado Municipal Corporation and Pueblo STEAM Works DBA Southern Colorado Science Center DBA Leonardo Da Vinci Museum of North American, a Colorado nonprofit corporation for the property legally described as Lot 4 Blk 1 Pueblo Center Subdivision # 3 and authorizing the Mayor to execute the same
- N9 An Ordinance approving a lease between the City of Pueblo, a Colorado Municipal Corporation and Marine Toys for Tots Foundation, a Virginia Nonstock Corporation for the property located at 317 North Main Street and authorizing the Mayor to execute the same
- N10 An Ordinance referring a question to the eligible electors of the City of Pueblo, Colorado at the Special Municipal Election to be held on May 6, 2025 and fixing the ballot title therefor
- N11 An Ordinance approving and authorizing the Mayor to execute a Subdivision Improvement Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo County, a political subdivision of the State of Colorado related to the Medal of Honor Subdivision and authorizing an extended period for deferred filings

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 February 24, 2025, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution approving and authorizing a budget transfer of \$640,000 from account 5254180053001 to WWAN07 - Vehicles & Equipment - Wastewater to purchase a Vacall Truck and disinfection system for the vehicle
- Q2 A Resolution approving Amendment No. 2 to the agreement for professional consulting services between The City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., in the amount of \$1,181,366 for 18-087, Wastewater Department Engineer of Record – Secondary Clarifier Improvements and authorizing the Purchasing Agent to execute same
- Q3 A Resolution awarding an agreement for Professional Engineering Services in the amount of \$1,256,253 to Bolton & Menk, Inc. a Colorado Corporation, for Project No. 24-123 Design for West Side Improvements and authorizing the Purchasing Agent to execute

same

- Q4 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to the Super Team PCSO in the amount of \$1,000 to sponsor the St. Baldrick's Head Shaving event on March 15, 2025 at the Pueblo West VFW
- Q5 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to the Latino Chamber of Commerce in the amount of \$1,100 to sponsor a table at the Rio Carnival Annual Dinner Dance Celebration on Saturday, February 22, 2025 at the Pueblo Convention Center
- Q6 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Team Pueblo Volleyball in the amount of \$1,000 to sponsor the 2025 Club Volleyball season
- Q7 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to the Pueblo Chamber of Commerce in the amount of \$2,140.12 to offset the costs of hosting a delegation from Chihuahua, Mexico on Thursday, January 30 - Saturday, February 1, 2025

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance amending section 17-2-2, section 17-4-15 and section 17-4-51 of Chapter 4 of Title XVII of the Pueblo Municipal Code relating to natural medicine - *Introduced January 13, 2025 by Councilor Brett Boston*
- R2 An Ordinance approving and accepting a grant agreement for the City of Pueblo from the Colorado Department of Transportation, authorizing the Mayor to execute the same, establishing Project No. CI2508, and budgeting and appropriating funds in the amount of \$128,000.00 to Project No. CI2508 to install trail signage - *Introduced January 27, 2025 by Councilor Brett Boston*
- R3 An Ordinance approving an agreement to buy and sell real estate between The City of Pueblo, a Colorado Municipal Corporation, and Pueblo Urban Renewal Authority, a Public Body Corporate and Politic of The State of Colorado, relating to the sale of property described as Lot 14, Block 46, East Pueblo, Schedule #431120007, 800 Block E 3rd St., Pueblo CO 81001 for an amount of two thousand dollars (\$2,000.00), and authorizing the Mayor to do the same - *Introduced January 27, 2025 by Councilor Brett Boston*
- R4 An Ordinance authorizing Amendment No. 20 to the agreement for Community Services Planning, Administration, and Accountability Services between The City of Pueblo, a Colorado Municipal Corporation, and The Board of County Commissioners of the County of Pueblo - *Introduced January 27, 2025 by Councilor Brett Boston*
- R5 An Ordinance approve the Memorandum Of Understanding between the Colorado Department of Public Health and Environment, Air Pollution Control Division and the Pueblo Fire Department and authorizing the Mayor to execute the same - *Introduced January 27, 2025 by Councilor Brett Boston*
- R6 An Ordinance calling a Special Municipal Election to be held on May 6, 2025, 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 - *Introduced January 27, 2025 by Councilor Brett Boston*

S. QUASI-JUDICIAL PROCEEDINGS

- S1 An Ordinance amending zoning restrictions to rezone one-acre located at 615 South Pueblo Boulevard from R-2, Single-Family Residential Zone District to B-3, Highway and Arterial Business Zone District - *Introduced January 27, 2025 by Councilor Brett Boston*
- S2 An Ordinance amending zoning restrictions to rezone .25-acres located at 2600 East 8th Street from B-2, Subregional Business Zone District to R-4, Mixed Residential Zone District - *Introduced January 27, 2025 by Councilor Brett Boston*
- S3 An Ordinance amending zoning restrictions to rezone .15-acres located at 915 Nevada Avenue from R-2, Single-Family Residential Zone District to RCN, Residential Charter Neighborhood Zone District - *Introduced January 27, 2025 by Councilor Brett Boston*

T. ADJOURN

Proclamation

“Career and Technical Education Week”

February 17-21, 2025

- WHEREAS:** Career and technical education (CTE) plays a vital role in preparing students for fulfilling careers, equipping them with both technical and academic skills that are essential in today’s workforce; and
- WHEREAS:** CTE programs in Pueblo, Colorado, provide students with opportunities to explore diverse career pathways in high-demand fields such as healthcare, information technology, advanced manufacturing, construction, and more; and
- WHEREAS:** Career and technical education fosters innovation, critical thinking, and problem-solving skills, which contribute to a stronger local and national economy; and
- WHEREAS:** Career and technical student organizations (CTSOs) such as DECA, FBLA, HOSA, FCCLA, and others provide students with opportunities to develop leadership, teamwork, and real-world professional skills through competition, collaboration, and community service; and
- WHEREAS:** CTE educators and administrators in Pueblo are committed to delivering high-quality programs that inspire and empower students to achieve their personal and professional goals; and
- WHEREAS:** The success of CTE programs is made possible by the dedicated support of community partners, businesses, and organizations that offer internships, apprenticeships, mentorships, and other hands-on learning opportunities; and
- WHEREAS:** Pueblo’s CTE programs exemplify the importance of education and workforce collaboration, supporting a robust talent pipeline that meets the needs of our local industries.

NOW, THEREFORE, WE, the City Council of the City of Pueblo, Colorado by the authority vested in us, do hereby proclaim the week of February 17-21, 2025, as ***“Career and Technical Education Week”*** in the City of Pueblo and urge all citizens to recognize the importance of career and technical education in shaping our future workforce, strengthening our economy, and supporting the aspirations of our youth.



*IN WITNESS WHEREOF, I have hereunto set my
hand and caused the Seal of the City of
Pueblo, Colorado, to be affixed this tenth day
of February 2025.*



Mark Aliff, President of the City Council



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, JANUARY 27, 2025 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Aliff called the meeting to order at 7:03 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, Sarah Martinez.

Council Members Present via Zoom: None.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "PUEBLO MENTORING CELEBRATION DAY - JANUARY 30, 2025" - JESSE SENA, PUEBLO MENTORING COLLABORATIVE

F. PUBLIC FORUM

- Ted Freeman - PEDCO
- Patrick Hurley - CCHT
- Elvis Martinez - Proposed grocery tax / pallet shelters
- Charlie Fetty - PEDCO and steel mill
- Jimmy Duffner - Housing and Homelessness Committee
- Sally Sharp - Read for 100 Resolution Repeal

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Council members expressed comments regarding community-related issues and

events/functions they attended.

H. REVIEW AND APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Gomez, moved to move item N5 to the regular agenda and to approve the agenda as amended.

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

I. READING AND APPROVAL OF MINUTES

Councilor Boston, seconded by Councilor Flores, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **January 13, 2025**, as distributed.

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

I1 CITY COUNCIL MINUTES JANUARY 13, 2025

J. PUBLIC HEARINGS

J1 PETITION FOR ANNEXATION – AREA COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT FILING NO. 1 ANNEXATION DESCRIBED AS 79.80-ACRES OF LAND LOCATED NORTH OF STATE HIGHWAY 78, SOUTHWEST OF VENTANA SUBDIVISION, FILING NO. 1, AND EAST OF THE SOUTHSIDE LANDFILL

THIS PUBLIC HEARING IS HELD FOR THE PURPOSE OF DETERMINING AND FINDING WHETHER OR NOT THE AREA PROPOSED FOR ANNEXATION MEETS THE APPLICABLE REQUIREMENTS OF THE COLORADO REVISED STATUTES §31-12-104 AND 105. REFERENCE AGENDA ITEM M-7 - RESOLUTIONS

REQUIRED COUNCIL ACTION: OPEN HEARING, RECEIVE STAFF AND PUBLIC TESTIMONY REGARDING THE APPLICABLE REQUIREMENTS FOR ANNEXATION, CLOSE THE HEARING

A staff report was given by Scott Hobson, Acting Director of Planning & Community Development.

Mr. Hobson was sworn in and testified to the following:

- He did receive a petition for annexation for this filing
- The owners of the property who have signed the annexation petition composed more than 50% of the land owners in the area and own more than 50% of the area
- The owners of the property who have signed the annexation petition have consented to the annexation
- Not less than 1/6 of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City of Pueblo
- An annexation plat of the proposed Pueblo Recreation Resort filing no 1 has been prepared by a licensed surveyor within the state of Colorado verifying that it complies with section 31-12-104 of the Colorado Annexation Act of 1965 as

amended

Exhibit A, a copy of the signed plat, was presented to the City Clerk.

- A community of interest exists between the area to be annexed and the City of Pueblo and the area is urban or will be urbanized in the near future and is capable of being integrated with the City of Pueblo
- An annexation petition or a petition for annexation election pursuant to CRS 31-12-107 has not been initiated in another municipality involving all or a portion of the proposed annexation area.
- The annexation of this property will not involve the detachment of the area from any school district or the attachment of the same to another school district
- No portion of the property proposed to be annexed extends the municipal boundary of the City of Pueblo more than 3 miles

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff closed the public hearing

J2 PETITION FOR ANNEXATION – AREA COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT FILING NO. 2 ANNEXATION DESCRIBED AS 219.76-ACRES OF LAND LOCATED SOUTHWEST OF VENTANA SUBDIVISION, FILING NO. 1, AND WEST OF THE WESTMOOR SUBDIVISION OF UNINCORPORATED PUEBLO COUNTY

THIS PUBLIC HEARING IS HELD FOR THE PURPOSE OF DETERMINING AND FINDING WHETHER OR NOT THE AREA PROPOSED FOR ANNEXATION MEETS THE APPLICABLE REQUIREMENTS OF THE COLORADO REVISED STATUTES §31-12-104 AND 105. REFERENCE AGENDA ITEM M-8 - RESOLUTIONS

REQUIRED COUNCIL ACTION: OPEN HEARING, RECEIVE STAFF AND PUBLIC TESTIMONY REGARDING THE APPLICABLE REQUIREMENTS FOR ANNEXATION, CLOSE THE HEARING

A staff report was given by Scott Hobson, Acting Director of Planning & Community Development

Mr. Hobson remained sworn in and testified to the following:

- He did receive a petition for annexation for this filing
- The owners of the property who have signed the annexation petition composed more than 50% of the land owners in the area and own more than 50% of the area
- The owners of the property who have signed the annexation petition have consented to the annexation
- Not less than 1/6 of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City of Pueblo
- An annexation plat of the proposed Pueblo Recreation Resort filing no 1 has been prepared by a licensed surveyor within the state of Colorado verifying that it complies with section 31-12-104 of the Colorado Annexation Act of 1965 as amended

Exhibit A, a copy of the signed plat, was presented to the City Clerk.

- A community of interest exists between the area to be annexed and the City of Pueblo and the area is urban or will be urbanized in the near future and is capable of being integrated with the City of Pueblo
- An annexation petition or a petition for annexation election pursuant to CRS 31-12-107 has not been initiated in another municipality involving all or a portion of the proposed annexation area
- The annexation of this property will not involve the detachment of the area from any school district or the attachment of the same to another school district
- No portion of the property proposed to be annexed extends the municipal boundary of the City of Pueblo more than 3 miles

PUBLIC HEARING:

- Heath Herber appeared in person to speak in favor of this annexation

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

K. CONSENT AGENDA

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 12/11/2024

M. RESOLUTIONS

M1 A RESOLUTION AUTHORIZING THE TRANSFER OF \$750,000 TO PROJECT ED0801, LEASE PROCEEDS ESCROW/RMS PREVIOUSLY ESTABLISHED IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENTS PROJECT FUND

This Resolution was assigned as 15879.

M2 A RESOLUTION AWARDE AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$289,234 TO PINYON ENVIRONMENTAL, INC. A COLORADO CORPORATION, FOR PROJECT NO. 24-136 PROVIDE NATIONAL ENVIRONMENTAL PROTECTION ACT (NEPA) FOR WEST SIDE IMPROVEMENTS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15880.

M3 A RESOLUTION CONFIRMING THE APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS BOARDS AND COMMISSIONS FOR THE YEAR 2025

This Resolution was assigned as 15881.

M4 A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF ELIZABETH GALLEGOS TO SERVE A FIVE-YEAR TERM EXPIRING DECEMBER 1, 2030, ON THE PUEBLO URBAN RENEWAL AUTHORITY

This Resolution was assigned as 15882.

M5 A RESOLUTION FROM THE CITY OF PUEBLO IN SUPPORT OF COLORADO SB25-004 – REGULATING CHILD CARE FEES, CONCERNING REGULATING FEES LICENSED CHILD CARE CENTERS MAY CHARGE FAMILIES

This Resolution was assigned as 15883.

M6 A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND STANTEC CONSULTING SERVICES, INC RELATING TO BID NO. 24-115, CONSULTANT FOR EPA BROWNFIELDS STUDY, FOR PLANNING DEPARTMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15884.

M7 A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOW AS THE PUEBLO RECREATION RESORT FILING NO. 1 ANNEXATION DESCRIBED AS 79.80-ACRES OF LAND LOCATED NORTH OF STATE HIGHWAY 78, SOUTHWEST OF VENTANA SUBDIVISION, FILING NO. 1, AND EAST OF THE SOUTHSIDE LANDFILL

This Resolution was assigned as 15885.

M8 A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT FILING NO. 2 ANNEXATION DESCRIBED AS 219.76-ACRES OF LAND LOCATED SOUTHWEST OF THE VENTANA SUBDIVISION, FILING NO. 1, AND WEST OF THE WESTMOOR SUBDIVISION OF UNINCORPORATED PUEBLO COUNTY

This Resolution was assigned as 15886.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE COLORADO DEPARTMENT OF TRANSPORTATION, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2508, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$128,000.00 TO PROJECT NO. CI2508 TO INSTALL TRAIL SIGNAGE

N2 AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO URBAN RENEWAL AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, RELATING TO THE SALE OF PROPERTY DESCRIBED AS LOT 14, BLOCK 46, EAST PUEBLO, SCHEDULE #431120007, 800 BLOCK E 3RD ST., PUEBLO CO 81001 FOR AN AMOUNT OF TWO THOUSAND DOLLARS (\$2,000.00), AND AUTHORIZING THE MAYOR TO DO THE SAME

N3 AN ORDINANCE AUTHORIZING AMENDMENT NO. 20 TO THE AGREEMENT FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION, AND ACCOUNTABILITY SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PUEBLO

N4 AN ORDINANCE APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, AIR POLLUTION CONTROL DIVISION AND THE PUEBLO FIRE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N6 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE ONE-ACRE LOCATED AT 615 SOUTH PUEBLO BOULEVARD FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT

N7 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE .25-ACRES LOCATED AT 2600 EAST 8TH STREET FROM B-2, SUBREGIONAL BUSINESS ZONE DISTRICT TO R-4, MIXED RESIDENTIAL ZONE DISTRICT

N8 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE .15-ACRES LOCATED AT 915 NEVADA AVENUE FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT

O. APPROVAL OF CONSENT AGENDA

P. REGULAR AGENDA

N5 AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2025, 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

This item was removed from the consent agenda.

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

Councilor Martinez, seconded by Councilor Gomez, moved to pass the Ordinance, setting

the public hearing for February 10, 2025, and ordered the Ordinances to be published BY TITLE.

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

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE PUEBLO CHAMBER OF COMMERCE IN THE AMOUNT OF \$1,000 TO SPONSOR A TABLE AT THE ANNUAL GALA & CITIZEN OF THE YEAR PRESENTATION ON FRIDAY, JANUARY 31, 2025 AT 6:00 PM 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 Maestri, moved to approve the Resolution.

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

This Resolution was assigned as 15887.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO MT. CARMEL VETERANS SERVICE CENTER IN THE AMOUNT OF \$2,000 TO SPONSOR A TABLE AT THE SALUTE TO HEROES EVENT ON THURSDAY, JANUARY 9, 2025 AT 4 PM AT PCC

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

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

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

This Resolution was assigned as 15888.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10884.

R2 AN ORDINANCE AMENDING SECTION 17-2-2, SECTION 17-4-15 AND SECTION 17-4-51 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE

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

PUBLIC HEARING:

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

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

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

President Aliff, seconded by Councilor Gomez, motioned to reconsider the Ordinance.

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

President Aliff, seconded by Councilor Boston, moved to postpone R2 to the February 10, 2025 agenda.

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

R3 AN ORDINANCE APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF \$750,000, ESTABLISHING PROJECT NUMBER PL2501, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$750,000 RELATING TO THE EPA BROWNFIELDS MULTIPURPOSE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10885.**

R4 AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY CONVERTING THREE (3) FULL-TIME VACANT FIRE FIGHTER POSITIONS WITHIN THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10886.**

R5 AN ORDINANCE RELATING TO AND PROVIDING FOR AN ENHANCED TUITION REIMBURSEMENT PROGRAM FOR CITY EMPLOYEES

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10887.**

S. QUASI-JUDICIAL PROCEEDINGS

S1 AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT FILING NO. 1 ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 79.80-ACRES OF LAND LOCATED NORTH OF STATE HIGHWAY 78, SOUTHWEST OF VENTANA SUBDIVISION, FILING NO. 1, AND EAST OF THE SOUTHSIDE LANDFILL

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

City Attorney Carla Sikes moved that the Council find that the proposed area meets the applicable requirements of the Colorado Revised Statutes 31-12-104 and 105 based upon the earlier testimony on the public hearing.

Councilor Gomez, 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, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10888**.

S2 AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT FILING NO. 2 ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 219.76-ACRES OF LAND LOCATED SOUTHWEST OF VENTANA SUBDIVISION, FILING NO. 1, AND WEST OF THE WESTMOOR SUBDIVISION OF UNINCORPORATED PUEBLO COUNTY

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10889**.

T. ADJOURN

President Aliff adjourned the meeting at 9:19 p.m.

Respectfully submitted,



Marisa Stoller
City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 10, 2025

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 \$174,885.10 TO DRENGR SOLUTIONS LLC FOR PROJECT NO. 24-037, ELMWOOD GOLF COURSE - SHORT 9 RESTROOM, SETTING FORTH \$41,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Dreng Solutions LLC for Project No. 24-037, Elmwood Golf Course - Short 9 Restroom.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of furnishing and installing one (1) new prebuilt restroom facility at the City of Pueblo Elmwood Golf Course Short 9 course including site preparation, new utility services, and concrete sidewalk. This Resolution awards the construction contract to Dreng Solutions LLC.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$17,969.71 (contract only) will be paid from Project Account EW2202, Restroom Construction - Course.

Funds in the amount of \$197,915.39 (contract and contingencies) will be paid from Project Account EW2302, Elmwood GC - Short 9 Course Restroom.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-037 Bid Summary

RESOLUTION NO.

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$174,885.10 TO DRENGR SOLUTIONS LLC FOR PROJECT NO. 24-037, ELMWOOD GOLF COURSE - SHORT 9 RESTROOM, SETTING FORTH \$41,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-037, Elmwood Golf Course - Short 9 Restroom have been received and examined; and,

WHEREAS, the proposal of Dreng Solutions LLC was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 24-037, Elmwood Golf Course - Short 9 Restroom to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-037, Elmwood Golf Course - Short 9 Restroom to be performed, and the contract for said project is hereby awarded to Dreng Solutions, LLC in the amount of \$174,885.10.

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.....\$41,000.00

SECTION 4.

Funds in the amount of \$17,969.71, for the contract, shall be from Project Account EW2202, Restroom Construction - Course.

SECTION 5.

Funds in the amount of \$197,915.39, for the contract and contingencies, shall be from Project Account EW2302, Elmwood GC - Short 9 Course Restroom.

SECTION 6.

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

SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 10, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED:
PRESIDENT OF CITY COUNCIL

ATTESTED BY:
CITY CLERK



City of Pueblo
Purchasing

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

EVALUATION TABULATION
IFB No. 24-037 (EW2202, EW2302)
Elmwood Golf Course - Short 9 Restroom
RESPONSE DEADLINE: January 22, 2025 at 10:00 am
Report Generated: Wednesday, January 22, 2025

VENDOR TOTALS

Vendor	Total
Dreng Solutions LLC	\$174,885.103
Cedar Ridge Landscape, Inc	\$214,810.00
Baha Construction, Inc.	\$216,237.00

EVALUATION TABULATION
IFB No. 24-037 (EW2202, EW2302)
Elmwood Golf Course - Short 9 Restroom

BASE BID

BASE BID					Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Dreng Solutions LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Install 4-inch Sanitary Sewer Service to New Restroom	1	L.S.	\$25,000.00	\$25,000.00	\$29,850.00	\$29,850.00	\$4,528.00	\$4,528.00
X	2	Install 1-inch Water Service to New Restroom	1	L.S.	\$16,700.00	\$16,700.00	\$18,120.00	\$18,120.00	\$9,057.00	\$9,057.00
X	3	Install Underground Electrical Service to New Restroom	1	L.S.	\$9,000.00	\$9,000.00	\$9,150.00	\$9,150.00	\$7,958.00	\$7,958.00
X	4	Site Preparation for the Installation of New Restroom	1	L.S.	\$5,000.00	\$5,000.00	\$10,025.00	\$10,025.00	\$20,194.00	\$20,194.00
X	5	Furnish and Install (1) Approved Premanufactured Restroom Package	1	L.S.	\$131,000.00	\$131,000.00	\$135,277.00	\$135,277.00	\$122,149.00	\$122,149.00
X	6	Install 4-Inch Concrete	70	S.F.	\$18.00	\$1,260.00	\$14.00	\$980.00	\$29.83	\$2,088.10
X	7	Remove Concrete	102	S.F.	\$13.50	\$1,377.00	\$4.00	\$408.00	\$46.6765	\$4,761.003
X	8	Erosion and Sediment Control	1	L.S.	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$950.00	\$950.00

EVALUATION TABULATION
 IFB No. 24-037 (EW2202, EW2302)
 Elmwood Golf Course - Short 9 Restroom

BASE BID					Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Dreng Solutions LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	9	Construction Traffic Control	1	L.S.	\$3,500.00	\$3,500.00	\$1,800.00	\$1,800.00	\$1,700.00	\$1,700.00
X	10	Mobilization	1	L.S.	\$21,900.00	\$21,900.00	\$8,200.00	\$8,200.00	\$1,500.00	\$1,500.00
Total						\$216,237.00		\$214,810.00		\$174,885.103

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	Cedar Ridge Landscape, Inc	Dreng Solutions LLC
BID GUARANTEE	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
RESTROOM PACKAGE	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:			
Convicted of a criminal offense	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 10, 2025

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 \$146,547.88 TO DRENGR SOLUTIONS LLC FOR PROJECT NO. 24-064, PARKS MAINTENANCE SHOP RESTROOM, SETTING FORTH \$29,309.58 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Drenggr Solutions LLC for Project No. 24-064, Parks Maintenance Shop Restroom.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of furnishing and installing one (1) new prebuilt restroom facility at the City of Pueblo Parks Maintenance Building including site preparation, new utility services, and concrete sidewalk. This Resolution awards the construction contract to Drenggr Solutions LLC.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$175,857.46 (contract and contingencies) will be paid from Project Account LT2203, Bathroom - CP Maintenance Compound

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-064 Bid Summary

RESOLUTION NO.

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$146,547.88 TO DRENGR SOLUTIONS LLC FOR PROJECT NO. 24-064, PARKS MAINTENANCE SHOP RESTROOM, SETTING FORTH \$29,309.58 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-064, Parks Maintenance Shop Restroom have been received and examined; and,

WHEREAS, the proposal of Dreng Solutions LLC was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 24-064, Parks Maintenance Shop Restroom to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-064, Parks Maintenance Shop Restroom to be performed, and the contract for said project is hereby awarded to Dreng Solutions, LLC in the amount of \$146,547.88.

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.....\$29,309.58

SECTION 4.

Funds in the amount of \$175,857.46, for the contract and contingencies, shall be from Project Account LT2203, Bathroom - CP Maintenance Compound.

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: February 10, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



City of Pueblo
Purchasing

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

EVALUATION TABULATION
IFB No. 24-064 (LT2203)
Parks Maintenance Shop Restroom
RESPONSE DEADLINE: January 22, 2025 at 10:30 am
Report Generated: Wednesday, January 22, 2025

VENDOR TOTALS

Vendor	Total
Dreng Solutions LLC	\$146,547.88
Baha Construction, Inc.	\$173,407.00
Cedar Ridge Landscape, Inc	\$191,667.00

EVALUATION TABULATION
 IFB No. 24-064 (LT2203)
 Parks Maintenance Shop Restroom

BASE BID

BASE BID					Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Dreng Solutions LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Install 4-inch Sanitary Sewer Service to New Restroom	1	L.S.	\$9,490.00	\$9,490.00	\$16,500.00	\$16,500.00	\$4,059.50	\$4,059.50
X	2	Install 1-inch Water Service to New Restroom	1	L.S.	\$5,800.00	\$5,800.00	\$9,000.00	\$9,000.00	\$8,502.53	\$8,502.53
X	3	Install Underground Electrical Service to New Restroom	1	L.S.	\$12,500.00	\$12,500.00	\$15,354.00	\$15,354.00	\$2,865.80	\$2,865.80
X	4	Site Preparation for the Installation of new Restroom	1	L.S.	\$5,000.00	\$5,000.00	\$10,025.00	\$10,025.00	\$7,326.00	\$7,326.00
X	5	Furnish and Install (1) Approved Premanufactured Restroom Package	1	L.S.	\$121,000.00	\$121,000.00	\$128,656.00	\$128,656.00	\$110,446.69	\$110,446.69
X	6	Remove Concrete	114	S.F.	\$13.50	\$1,539.00	\$4.00	\$456.00	\$14.24	\$1,623.36
X	7	Install 4-Inch Concrete	184	S.F.	\$17.00	\$3,128.00	\$14.00	\$2,576.00	\$17.25	\$3,174.00
X	8	Erosion and Sediment Control	1	L.S.	\$1,250.00	\$1,250.00	\$800.00	\$800.00	\$500.00	\$500.00

EVALUATION TABULATION
 IFB No. 24-064 (LT2203)
 Parks Maintenance Shop Restroom

BASE BID					Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Dreng Solutions LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	9	Construction Traffic Control	1	L.S.	\$1,200.00	\$1,200.00	\$900.00	\$900.00	\$0.00	\$0.00
X	10	Mobilization	1	L.S.	\$12,500.00	\$12,500.00	\$7,400.00	\$7,400.00	\$8,050.00	\$8,050.00
Total						\$173,407.00		\$191,667.00		\$146,547.88

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	Cedar Ridge Landscape, Inc	Dreng Solutions LLC
BID GUARANTEE	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
RESTROOM PACKAGE	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:			
Convicted of a criminal offense	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 10, 2025

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 \$29,891.26 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1910 ROSE LN., PROJECT NO. 24-033 (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 1910 Rose Ln.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine inspection of sewer mains, they discovered a pipe segment with 60% sag in the sewer main near 1910 Rose Ln. They also found two holes. An emergency repair was performed to fix the sag and repair the holes 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 two contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating, 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:	\$ 23,027.26	77%
	<u>Surface Improvement Related</u>	
Total:	\$ 6,864.00	23%
Grand Total:	\$ 29,891.26	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. 24-033 (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. 02-10-25 1910 Rose Ln Emergency Point Repair Attachment

RESOLUTION NO.

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$29,891.26 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1910 ROSE LN., PROJECT NO. 24-033 (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 Parker Excavating, Inc., under the 2024-2026 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 1910 Rose Ln. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) awarded to said bidder in the amount of \$29,891.26.

SECTION 2.

Funds for Project 24-033 (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 \$1,776.26 are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 10, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

2024-2026 Emergency Sanitary Sewer Point Repair					1910 Rose Ln Estimate	
Date 7/31/2024					Miller Pipeline, LLC	Parker Excavating, Inc.
Project Number: 24-033 (WWAN03)						
Item	Description	Estimated				
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF		\$ -	\$ -
		21-100	LF	59	\$ 10,620.00	\$ 8,142.00
		>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	Remove and Replace 6” Service Tap Less than 10’ Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
12	Remove and Replace 6” Service Tap More than 10’ Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF	90	\$ 8,100.00	\$ 7,020.00
		>100	LF		\$ -	\$ -
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
15	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
16	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
17	Remove and Replace 7” Reinforced Concrete	1-20	SF		\$ -	\$ -
		21-100	SF		\$ -	\$ -
		>100	SF		\$ -	\$ -
18	Remove and Replace 6” Reinforced Concrete	1-20	SF		\$ -	\$ -
		21-100	SF		\$ -	\$ -
		>100	SF		\$ -	\$ -
19	Remove and Replace 4” Concrete	1-20	SF		\$ -	\$ -
		21-100	SF		\$ -	\$ -
		>100	SF		\$ -	\$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -

21	Install or Remove and Replace 6" Curb Head	1-20	LF		\$	-	\$	-
		21-100	LF		\$	-	\$	-
		>100	LF		\$	-	\$	-
22	Install Extra Lean Concrete (FlowFill)	1-20	CY		\$	-	\$	-
		21-100	CY	40	\$	7,400.00	\$	6,560.00
		>100	CY		\$	-	\$	-
23	Class 6 Base Course for Gravel Surfaced Alleys	TN			\$	-	\$	-
24	Remove Camera/Cleaning Head/Tap Cutter	HR			\$	-	\$	-
25	Remove and Replace 48" Diameter Manhole	EA		1	\$	5,000.00	\$	4,280.00
26	Remove and Replace 60" Diameter Manhole	EA			\$	-	\$	-
27	Reinstate Services - 4"	EA		1	\$	350.00	\$	388.00
28	Reinstate Services - 6"	EA			\$	-	\$	-
29	Mobilization	LS		1	\$	1,750.00	\$	1,725.00
				Total	\$	33,220.00	\$	28,115.00
With Contingency					\$	39,864.00	\$	33,738.00

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 12/13/2024

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
1910 Rose Ln

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

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (21-100LF)		\$110.40
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (21-100LF)	(\$156.00)	
3	INSTALL EXTRA LEAN CONCRETE(FLOWFILL)		\$164.00
5	REINSTATE SERVICE		\$388.00
7	REMOVE AND REPLACE 4" SERVICE TAP < 10' DEEP		\$387.00
8	TRAFFIC CONTROL		\$882.86
TOTAL (Decrease) / Increase		(\$156.00)	\$1,932.26

Net Adjustment This Change Order	\$	1,776.26
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	28,115.00
Total Adjusted Contract Amount To Date	\$	29,891.26

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

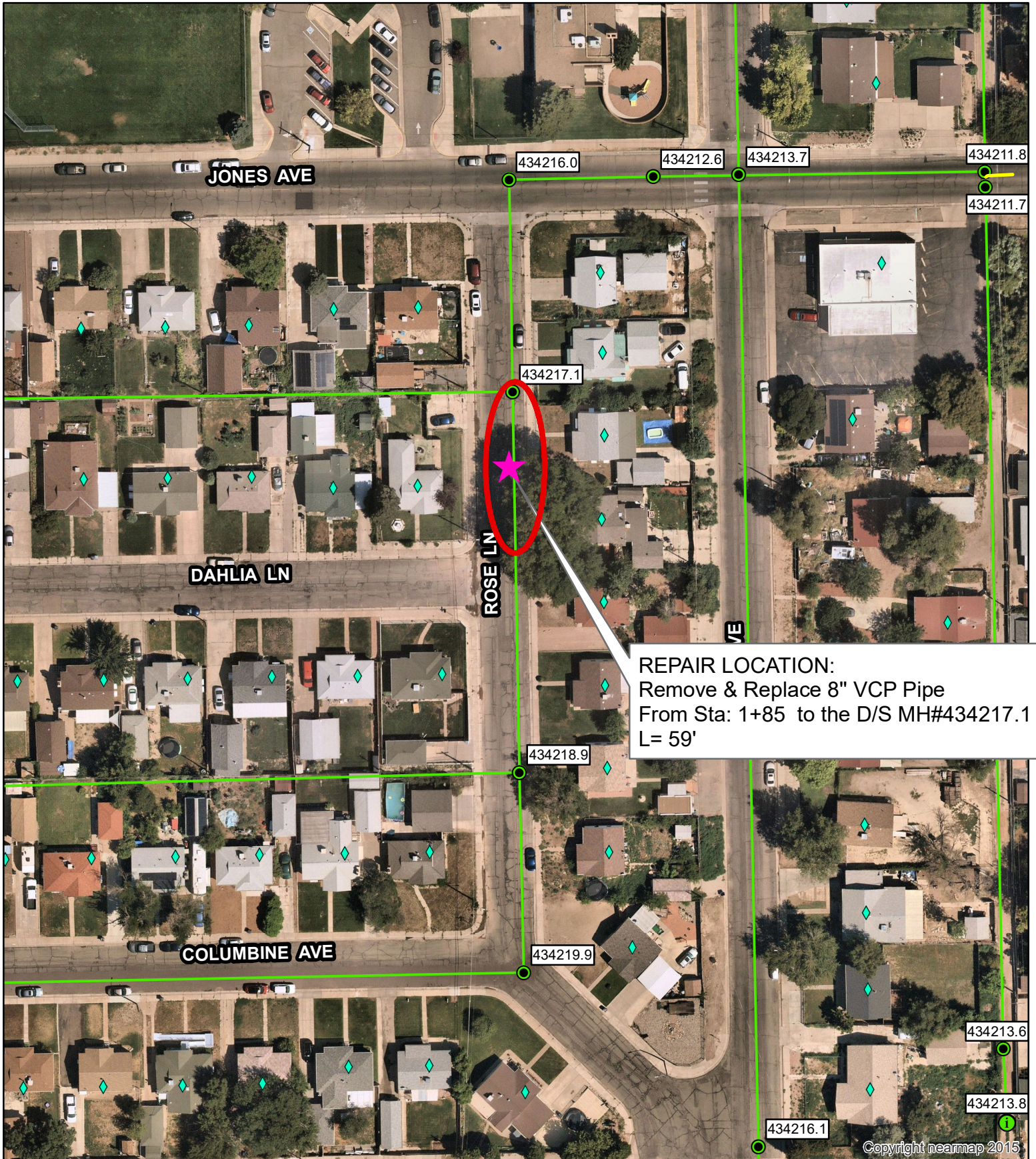
Accepted by: _____ Date: _____
Contractor's Representative

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



24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair
1910 Rose Ln





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 10, 2025

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 \$4,706.18 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2330 N MAIN ST., PROJECT NO. 24-033 (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 2330 N Main St.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine cleaning of sewer mains, a cleaning head got stuck several times in the sewer main near 2330 N Main St. A television crew was sent out to inspect the main and they discovered a large joint offset in the sewer main. 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 two contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating, Inc., was the lowest bidder and accepted the work.

The cost breakdown for the project is as follows:

	<u>Sanitary Sewer Replacement-related</u>	
<i>Total:</i>	\$ 3,686.18	78%
	<u>Surface Improvement Related</u>	
<i>Total:</i>	\$ 1,020.00	22%
<i>Grand Total:</i>	\$ 4,706.18	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. 24-033 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Not approving the Resolution would require a finding that there was not an emergency condition.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 02-10-25 2330 N Main St Emergency Point Repair Attachment

RESOLUTION NO.

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$4,706.18 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2330 N MAIN ST., PROJECT NO. 24-033 (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 Parker Excavating, Inc., under the 2024-2026 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 2330 N Main St. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) awarded to said bidder in the amount of \$4,706.18.

SECTION 2.

Funds for Project 24-033 (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.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 10, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

2024-2026 Emergency Sanitary Sewer Point Repair					2330 N Main St Estimate	
Date 10/29/2024					Miller Pipeline, LLC	Parker Excavating, Inc.
Project Number: 24-033 (WWAN03)						
Item	Description	Estimated				
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF	10	\$ 2,500.00	\$ 1,500.00
		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	Remove and Replace 6" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
12	Remove and Replace 6" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF	15	\$ 1,650.00	\$ 1,530.00
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
15	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
16	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
17	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -
		21-100	SF		\$ -	\$ -
		>100	SF		\$ -	\$ -
18	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -
		21-100	SF		\$ -	\$ -
		>100	SF		\$ -	\$ -
19	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -
		21-100	SF		\$ -	\$ -
		>100	SF		\$ -	\$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -

21	Install or Remove and Replace 6" Curb Head	1-20	LF		\$	-	\$	-
		21-100	LF		\$	-	\$	-
		>100	LF		\$	-	\$	-
22	Install Extra Lean Concrete (FlowFill)	1-20	CY	10	\$	1,950.00	\$	1,640.00
		21-100	CY		\$	-	\$	-
		>100	CY		\$	-	\$	-
23	Class 6 Base Course for Gravel Surfaced Alleys	TN			\$	-	\$	-
24	Remove Camera/Cleaning Head/Tap Cutter	HR			\$	-	\$	-
25	Remove and Replace 48" Diameter Manhole	with 1 Invert	EA		\$	-	\$	-
		with 2 Inverts	EA		\$	-	\$	-
		with 3 Inverts	EA		\$	-	\$	-
		with 4 Inverts	EA		\$	-	\$	-
26	Remove and Replace 60" Diameter Manhole	with 1 Invert	EA		\$	-	\$	-
		with 2 Inverts	EA		\$	-	\$	-
		with 3 Inverts	EA		\$	-	\$	-
		with 4 Inverts	EA		\$	-	\$	-
27	Reinstate Services - 4"	EA			\$	-	\$	-
28	Reinstate Services - 6"	EA			\$	-	\$	-
29	Mobilization	LS		1	\$	1,750.00	\$	1,725.00
				Total	\$	7,850.00	\$	6,395.00
With Contingency					\$	9,420.00	\$	7,674.00

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 12/13/2024

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
2330 N Main St

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

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)	(\$750.00)	
2	ASPHALT PATCH - 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (1-	(\$510.00)	
3	INSTALL EXTRA LEAN CONCRETE (FLOWFILL)	(\$738.00)	
5	TRAFFIC CONTROL		\$309.18
TOTAL (Decrease) / Increase		(\$1,998.00)	\$309.18

Net Adjustment This Change Order	\$	(1,688.82)
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	6,395.00
Total Adjusted Contract Amount To Date	\$	4,706.18

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



24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair
2330 N Main St





**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: February 10, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND CHC TRAINING, LLC, DBA BETTERCERTIFY RELATING TO BID 24-135, CONSULTANT TRAINING PROFESSIONAL FOR EPA'S RENOVATION, REPAIR, AND PAINTING PROGRAM, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves an Agreement for professional services relating to Bid No. 24-135, Training Professional for the Environmental Protection Agency's (EPA) Renovation, Repair and Painting Program.

PREVIOUS COUNCIL ACTION:

City Council established the Project CD2201, and budgeted and appropriated \$291,860.00 in grant funds from the United States Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program.

BACKGROUND:

The EPA has strict guidelines that relate to the handling of lead-based paint and/or other environmental contaminants during the rehabilitation process. The City of Pueblo operates home repair program that intersects with these guidelines. The City solicited proposals (Bid No. 24-135) for consultant's train City staff, key partners and local contractors on the EPA's Renovation, Repair and Painting Program. One consulting firm submitted a proposal, and CHC Training, DBA BetterCertify was selected to complete the Project. The total cost to complete the project was dependent on the number of trainees, but not to exceed \$5,800.00.

FINANCIAL IMPLICATIONS:

The total Project budget will be funded through two established funding sources:

CD2201, Community Development Block Grant Program Administration - \$5,800.00.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

Denying this Resolution will result in the readvertising for proposals for this Project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-135 Agreement for Training EPAs RRP Program - For City Council

RESOLUTION NO.

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND CHC TRAINING, LLC, DBA BETTERCERTIFY RELATING TO BID 24-135, CONSULTANT TRAINING PROFESSIONAL FOR EPA'S RENOVATION, REPAIR, AND PAINTING PROGRAM, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, proposals for Project No. Training Professional for the Environmental Protection Agency's (EPA) Renovation, Repair and Painting Program have been received and examined; and

WHEREAS, CHC Training, LLC, DBA BetterCertify has been selected to provide professional services for said Project; NOW, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Agreement for Professional Services dated February 10, 2025, between the City of Pueblo, A Colorado Municipal Corporation, and CHC Training, LLC, of which a copy is attached hereto and on file at the office of the City Clerk, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds in the amount of \$5,800.00 shall be paid from CD2201, Community Development Block Grant Administration.

SECTION 3.

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

SECTION 4.

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

INTRODUCED: February 10, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**SERVICE AGREEMENT BY AND BETWEEN
CITY OF PUEBLO AND
CHC TRAINING, LLC DBA BETTERCERTIFY**

24-135

TRAINING PROFESSIONAL FOR EPA'S RENOVATION, REPAIR, AND
PAINTING PROGRAM

SERVICE AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND CHC TRAINING, LLC DBA BETTERCERTIFY

1. GENERAL

This Service Agreement ("Agreement") is effective this _____ day of _____, 20____, ("Effective Date"), between the City of Pueblo, a Colorado Municipal Corporation ("City"), with offices located at 230 S. Mechanic, Pueblo, CO, 81003, and CHC Training, LLC dba BetterCertify, a Colorado Limited Liability Company, located at 1775 W 55th Ave., Denver, CO, 80227 (Contractor). The Terms and Conditions set forth in this Agreement supersede all other previous Terms and Conditions, unless otherwise agreed by both parties in writing.

2. SERVICES

The parties agree as follows:

- A. Scope. Contractor agrees to provide services to City, including incidental deliverables or goods, as authorized and specified in the referenced Request for Proposal with the Scope of Service attached as Schedule 1 ("Services"). Contractor's Pricing Proposal in response is attached as Schedule 2 ("Fee Schedule"). Upon execution of this Agreement by City and Contractor, the RFP and Contractor's Submittal shall be referred to collectively as the "Project Documents" and will become a part of this Agreement by reference.
 - 1. If the terms of any Project Documents are inconsistent with the terms of this Agreement, this Agreement shall take precedence. All Project Documents relating to the Services shall be deemed to incorporate the terms of this Agreement whether or not they specifically refer to this Agreement. The Services shall be governed by the terms and conditions of this Agreement and by the Project Documents, which may from time to time be signed by the parties.
- B. Cancellation. City reserves the right to cancel this Agreement without any cancellation charges or penalties if, in the opinion of City's Director of Purchasing the Services are not performed as required by the Project Documents.
- C. Service Requirements. This Agreement does not commit City to purchase any quantity or dollar amount of Services or obligate City to purchase all required services of a particular type from Contractor. City reserves the right to purchase any or all services from sources other than Contractor. City shall not be liable for payment to Contractor for any Services or items not authorized by this Agreement or made by written Change Order endorsed by both City and Contractor.

- D. Standard of Performance. Contractor represents and warrants that it is qualified and able to provide the Services hereunder, and that its performance will represent its best efforts and, to the extent applicable, be of the highest professional standards. City may inspect or review Contractor's performance and Contractor will fully cooperate with City in its conduct of any such inspection. City's inspection (or lack of inspection) will not be an acceptance of Services or a waiver of any right or warranty or preclude City from rejecting defective Services.
- E. Changes. City may, upon written notice to Contractor, make changes in specifications, designs, schedules, destination, or any other terms contained in the Project Documents. Subject to the provisions of this Section, if a change causes an increase or decrease in the cost of or the time required for performance of the Services, an adjustment may be made in the cost of Services or the Scope of Service, or both. Price adjustments or extensions of time for performance are not binding to City unless agreed to in writing by City.

3. COMPENSATION

- A. Rates. The cost of Services shall be as set forth in the attached Schedule 2, Fee Schedule.
- B. Invoicing. Contractor shall invoice (separately for each order) after the Services have been accepted by City, but no more frequently than monthly unless otherwise agreed to by City. All communications and invoices must reference the corresponding Bid or Purchase Order number and must be directed to City pursuant to instructions on the applicable Bid or Purchase Order. Payment of invoices for satisfactory performed services shall be Net 30 days from City's receipt of invoice and City's acceptance of invoice.

4. TERM AND TERMINATION

- A. Term. All prices quoted shall be honored for two (2) years to complete the Scope of Service. The City may request one (1) one-year renewal of the agreement based on the needs of the City and with written acceptance of renewal by Contractor. If renewal is agreed upon, the Contractor shall provide services based on the Contractor's submitted Fee Schedule.
- B. Termination. City reserves the right to terminate this Agreement, in whole or in part, at any time, without cause, by written notice to Contractor. Upon receipt of such notice, Contractor shall immediately stop work under the Agreement or with respect to the portion of the Agreement terminated and shall take immediate corresponding action with respect to Contractor's suppliers and subcontractors, if any.
- C. Fund Appropriation. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement,

with respect to any financial obligation of City which may arise under this Agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

5. WARRANTY

- A. Contractor hereby warrants that the Services, all goods incidental to the Services, and all documentation that conform to the Project Documents, will be free from defects in material and workmanship, will be accurate and complete in all respects, and fit for their intended purpose.
- B. At the request of the City, if defects in Services including without limitation any goods become apparent, Contractor will promptly correct defects in the Services as determined by City. If Contractor fails to do so, within ten (10) business days of City's Notice to Contractor of the defects, City may have the defects corrected and charge all costs associated therewith to Contractor including without limitation the right of set off.

6. CONTRACTOR'S PERSONNEL AND CONTRACTORS

Certificates of Insurance for Workers' Compensation Insurance, Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance shall be filed with the City prior to the execution of the Agreement. Said insurance shall not thereafter be canceled, permitted to expire, or be changed without 30 days advance written notice to the City.

- A. Contractor's Employees. Contractor performs Services for City hereunder as an independent contractor. Contractor shall be solely responsible for payment of all wages, compensation, and benefits to its employees. Contractor shall comply with all laws, regulations, rules, and orders relating to Equal Employment Opportunity (EEO), Workers' Compensation, and employment taxes. Upon request, Contractor will furnish City with its EEO policies/procedures and verification that workers' compensation insurance coverage exists. Contractor will indemnify, defend, and hold harmless City and its respective officers, agents, and employees from all suits, actions, or claims of any character, name, and description arising out of Contractor's failure to make timely payment to its employees for wages or failure to comply with any such laws, regulations, rules, and orders.
- B. Qualifications. Contractor's personnel named in the Contractor's Submittal, if any, shall perform the Services contemplated by such Bid and all services performed by such personnel shall be controlled and supervised exclusively by Contractor. All persons assigned to perform the Services shall have adequate education, experience, training, skills, expertise, and knowledge relating to the Services being performed by them. Contractor shall not employ any person upon City's premises to whom City has reasonable objections.

- C. Subcontractors. Contractor may not subcontract any of the services without City's prior written consent. If Contractor employs subcontractors to perform any Services, it will ensure such Contractor's compliance with the terms of this Agreement and be fully liable for the Services performed by them.
- D. Change in Ownership/Control. Contractor shall give City at least ninety (90) days prior written notice of any proposed change in control or ownership of Contractor or of any proposed sale of all or substantially all of Contractor's assets.

7. INSURANCE AND INDEMNITY

A. Conditions

- 1. Contractor 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.
- 2. Contractor 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 Contractor, their employees, subcontractors, and consultants.

B. Minimum Requirements

- 1. Commercial General Liability Insurance. The Contractor 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 Contractor 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 Contractor under the provisions of the agreement.
- 2. Comprehensive Automobile Liability Insurance. The Contractor 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 Contractor 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 Contractor.

3. 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.

8. COMPLIANCE

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

9. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT

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

10. SAFETY AND HEALTH

Contractor shall comply with all applicable federal, state, and local laws, orders, rules, or regulations applicable to the Agreement obligations herein. All materials and services furnished shall be in compliance with the provisions of the Federal Occupational Safety and Health Act and the regulations and standards promoted by the Secretary of Labor thereunder. If requested by City, Contractor shall submit appropriate certifications of compliance with such laws, orders, rules, and regulations. Contractor shall handle, use, and dispose in a manner in accordance with all applicable laws and regulations all material and substances Contractor and Contractor's subcontractors, use and/or disposal of in connection with the performance of this Agreement including, but not limited to, materials defined by law or regulation as hazardous materials. Contractor shall indemnify and hold harmless City from and against all claims, penalties, fines, judgments, and orders of any kind resulting from Contractor's failure to use and dispose of materials and substances as provided herein.

11. GENERAL

- A. Certification, Permits and Licenses. Contractor will obtain and keep current, at Contractor's expense, all governmental permits, certificates and licenses (including but not limited to professional licenses, if applicable) necessary for Contractor to perform the services.
- B. Force Majeure. City will be excused from accepting all or any part of services tendered for delivery by Contractor due to governmental action, statute, ordinance, rule or regulation, strike

or other labor troubles, fire, acts of God, or other incidents outside of City's control that makes acceptance impossible or impractical.

- C. Governing Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

12. PERA LIABILITY

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

13. REQUIRED STATE/FEDERAL PROVISIONS

Contractor understands that City may be funding the Project in part or in whole by a grant from the U.S. Department of Housing and Urban Development utilizing CDBG and CDBG-CV funding (the "Agencies"). Contractor agrees it is subject to and shall comply with all applicable grant conditions and the regulations of the Agencies which apply to the work under this Agreement, whether referenced in Schedule 1 or not. All applicable grant conditions and regulations of the Agencies and regulations are incorporated into this Agreement by reference.

14. SIGNATURE SECTION

- A. 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.
- B. This Agreement, together with all Project Documents incorporated by reference, constitutes the entire Agreement between the City of Pueblo and Contractor with respect to their subject matter, and may not be amendment or modified except by written documentation signed by both parties.

(Continue to following page)

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

CHC TRAINING, LLC DBA BETTERCERTIFY

By _____
Naomi Hedden, Director of Purchasing

By _____
Danaya Wilson, CEO, Managing Member

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Danny Nunn, Interim Finance Director

APPROVED AS TO FORM
DEPARTMENT OF LAW

David Wyatt, Assistant City Attorney

Attachments: Schedule 1 - "Scope of Service"
Schedule 2 - "Fee Schedule"
Schedule 3 - "Work Schedule"
Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility"
Schedule 5 - "Special Funding Requirements"
Additional Information For Agreement

Schedule 1

Scope of Service

Excerpt from Request for Proposal dated November 5, 2024, Sections 3.3 – 3.5

3.3. Scope of Service

- A. Consultant or its subcontractors will be required to furnish all supervision, labor, materials, and equipment necessary to accomplish the RRP training services.
- B. The awarded Consultant shall conduct 0-5 training sessions over a 12–24-month period.
 - 1. Training Curriculum: EPA/HUD Initial Renovation, Repair, and Painting 8-Hour Training Course
- C. Selected Consultant shall follow the current Initial HUD/EPA Renovation, Repair, and Painting 8-Hour Training Course curriculum using PowerPoint presentation, bound renovator course materials with appendices, visual aids, mock materials, and handouts in English.
- D. The Consultant shall provide each registered attendant a copy of the Initial HUD/EPA Renovation, Repair, and Painting 8-Hour Training presentation materials, the bound “Small Entity Compliance Guide to Renovate Right: EPA’s Lead-Based Paint Renovation, Repair, and Painting Program - A handbook for contractors, property managers and maintenance personnel working in homes and child-occupied facilities built before 1978” , and the EPA/HUD “Lead Safety for Renovation, Repair, and Painting” bound book in its entirety.
- E. Any requirements of a Colorado-approved training provider or of an EPA-approved training provider, including but not limited to notification/registration of the class, is the responsibility of the Consultant.
- F. Consultant shall coordinate with Pueblo County Housing and Community Services staff to reserve an appropriate training location in the City of Pueblo.
- G. All reports and other documentation submitted by Consultant must be prepared for public dissemination.
- H. Consultant shall ensure that sufficient qualified personnel are maintained and available for contractor to perform services required by the scope of this Agreement.
- I. Refer to Section 6.5 for additional details regarding the term of the agreement.

3.4. Additional Services - Optional HUD/EPA Model Renovator Refresher Training Course.

- A. The City may request an optional HUD/EPA Model Renovator Refresher Training Course.
 - 1. The optional additional services shall be at the sole discretion of the City.

2. If requested, the Consultant shall provide an EPA accredited Model Renovator Refresher Course, curriculum using PowerPoint presentation, bound renovator course materials with appendices, visual aids, mock materials, hand-outs, and provide hands-on experience as required by the EPA.
3. Consultant shall provide each registered attendant a copy of the presentation materials and the EPA/HUD Model Renovator Refresher "Lead Safety for Renovation, Repair, and Painting" bound book in its entirety.

3.5. Reporting

The Consultant shall provide a copy of certification to the Division of Housing and Citizen Services. 2631 E. 4th Street, Pueblo, CO 81001 for every contractor and staff attendee successfully trained. The Consultant shall also provide a report documenting the number of students attending the training, the number of students who were certified; and the number and names of all instructors present for the training

Schedule 2

Fee Schedule

Excerpt from Contractor's Response to Request for Proposal and Additional Clarifications dated December 3, 2024 – December 13, 2024

Table 1: Offered Courses				Clarification 12/12/2024 and 12/13/2024
Line Item	Description	Unit of Measure	Unit Cost	
1	Initial Renovation, Repair, and Painting Program Course in English	Per Participant	\$360.00	Minimum Class Size 10 or Minimum Cost \$3,600.00
				Includes 1 Instructor Required Per Class Size of 1 to 25 Participants
				Includes Round-trip Travel Expense For 1 Instructor
				Additional Instructor (\$75.00 Per Hour) Required for 26 Plus Participants
				1 Additional Round-Trip Travel Expense Required for 1 Additional Instructor (\$400.00 Per Day) For 26 Plus Participants
3	Renovation, Repair, and Painting Program Refresher Course in English	Per Participant	\$220.00	Minimum Class Size 10 or Minimum Cost \$2,200.00
				Includes 1 Instructor Required Per Class Size of 1 to 25 Participants
				Includes Round-trip Travel Expense For 1 Instructor
				Additional Instructor (\$75.00 Per Hour) Required for 26 Plus Participants
				1 Additional Round-Trip Travel Expense Required for 1 Additional Instructor (\$400.00 Per Day) For 26 Plus Participants
Table 2: Additional Work - Optional HUD/EPA Model Renovator Refresher Training Course				
5	Additional Work - Optional HUD/EPA Model Renovator Refresher Training Course.	Per Participant	\$220.00	Minimum Class Size 10 or Minimum Cost \$2,200.00
				Includes 1 Instructor Required Per Class Size of 1 to 25 Participants
				Includes Round-trip Travel Expense For 1 Instructor
				Additional Instructor (\$75.00 Per Hour) Required for 26 Plus Participants
				1 Additional Round-Trip Travel Expense Required for 1 Additional Instructor (\$400.00 Per Day) For 26 Plus Participants
Table 3: Additional Charges - Hourly Rates				
6	Instructor	Per Person Per Hour	\$75.00	Applicable for Courses With 26+ Participants
Table 4: Additional Charges				
16	Round-trip Travel Expense For Any Additional On-site Training/Consulting - Include transportation, per diem, lodging, etc.	Total Per Day	\$400.00	Per Instructor
Note: Nonapplicable Line Items Have Been Removed				

Schedule 3

Work Schedule

Excerpt from Contractor's Response to Request for Proposal dated December 3, 2024, Section 2.9

2.9. Project Work Schedule

Provide a statement of your current workload = **we currently provide approximately 25-30 RRP initial classes on an annual basis and will have 3 different instructors available for this project**

Proposer shall provide a detailed project timeline for the project objectives based upon the tasks outlined in the Scope of Service = **classes are 8 hours classes – 8am to 4pm local time daily**

Please include the number of calendar days for each phase of the project = **the RFP states 0-5 training sessions within a 12-24 month timeframe which BetterCertify accommodate**

The Project Work Schedule shall become part of the Agreement and may be adjusted as agreed upon by all parties in writing.

Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Contractor's Response to Request for Proposal dated December 3, 2024,
Appendices to Proposal

AARON I. HIX

SR. INSTRUCTOR & CONTENT DEVELOPER

- Highly rated and certified instructor for the skilled trade, environmental, hazardous material, and construction industries.
- Direct instruction approval received from the Environmental Protection Agency and several state environmental and air quality divisions.

PROFILE

CONTACT

(303) 412.6360 office
(720) 219.6754 direct
aaron@chctraining.com

ON THE WEB

www.linkedin.com/in/aaron-hix-690630133/

EDUCATION

SEPTEMBER HIGH SCHOOL, 2008

GPA 3.6

WESTERN STATE COLLEGE, COLORADO, 2009

CERTIFICATION & LICENSE

AIR MONITORING SPECIALIST (CO)

NIOSH 582E

AHERA SUPERVISOR

AHERA BUILDING INSPECTOR

AHERA MANAGEMENT PLANNER

AHERA PROJECT DESIGNER

LEAD SUPERVISOR

LEAD BUILDING INSPECTOR & RISK ASSESSOR

MO STATE LICENSE: ASBESTOS
BUILDING INSPECTOR,
MANAGEMENT PLANNER,
SUPERVISOR, PROJECT DESIGNER

METHAMPHETAMINE DECONTAMINATION SUPERVISOR

CERTIFIED MOLD PROFESSIONAL

OSHA 510 & 511

LEAD CERTIFIED RENOVATOR

CDPHE REG. 8 LICENSE: INSPECTOR-MANAGEMENT PLANNER, SUPERVISOR

CDPHE REG. 19 LICENSE: SUPERVISOR, INSPECTOR, RISK ASSESSOR

AMERICAN RED CROSS ACCREDITED INSTRUCTOR FIRST AID/CPR/AED

EPA-APPROVED INSTRUCTOR: LEAD
CERTIFIED RENOVATOR, LEAD
SUPERVISOR/WORKER, LEAD INSPECTOR &
RISK ASSESSOR

EXPERIENCE

CHC TRAINING | SR. INSTRUCTOR & CONTENT DEVELOPER | 2016-PRESENT

Expertly instructs thousands of adults annually, in highly skilled trades in industries such as asbestos, lead, mold, and safety. Has received exceptional ratings from students to state and federal regulatory representatives alike. Responsible for curriculum design, eLearning content authoring, and conducting frequent field visits to stay updated on best practices.

COLORADO HAZARD CONTROL | SR. SUPERINTENDENT | 2011-2016

Supervised hundreds of hazardous material remediation and abatement projects, overseeing the safety and production of crews sized 2-25. Addressed hazards included asbestos, lead, mold, methamphetamine, bloodborne pathogens, mercury, and chemical contaminants. Edit and update Project Designs as needed.

Matthew Valdez

719-225-6543

2219 North Drive,
Pueblo Colorado, 81008

matthew@keyenviro.com

matthew@chctraining.com

Professional Profile	As an Asbestos Professional I have managed, supervised, and excelled in many diverse aspects, projects and disciplines within the Industry.		
	<table> <tr> <td data-bbox="371 604 976 701"> ▪ Asbestos Supervisor/Project Designer ▪ Air Monitor Specialist with NIOSH 582 Equivalent. ▪ Asbestos Building Inspector/ Management Planer </td><td data-bbox="1052 604 1333 800"> ▪ Lead Inspector ▪ Lead Risk Assessor ▪ 40-hour HAZWOPER ▪ OSHA 30-hour ▪ Construction Quality Management #784 </td></tr> </table>	▪ Asbestos Supervisor/Project Designer ▪ Air Monitor Specialist with NIOSH 582 Equivalent. ▪ Asbestos Building Inspector/ Management Planer	▪ Lead Inspector ▪ Lead Risk Assessor ▪ 40-hour HAZWOPER ▪ OSHA 30-hour ▪ Construction Quality Management #784
▪ Asbestos Supervisor/Project Designer ▪ Air Monitor Specialist with NIOSH 582 Equivalent. ▪ Asbestos Building Inspector/ Management Planer	▪ Lead Inspector ▪ Lead Risk Assessor ▪ 40-hour HAZWOPER ▪ OSHA 30-hour ▪ Construction Quality Management #784		
Related Job Duties	▪ Environmental Consultant for asbestos, mold and lead. ▪ Third party project management for asbestos projects greater than 3,000 square feet, 1,000 linear feet, assemble and prepare Regulation 8 project designs. ▪ Collect MAAL air samples, conduct final air monitoring clearance for asbestos abatement projects. ▪ Prepare and analyze PCM samples using the NIOSH 7400 method. ▪ Collect Asbestos bulk samples and submit for PLM analysis. ▪ Prepare and assemble project documentation. ▪ Ensure compliance with OSHA. EPA and Colorado regulation 8. ▪ Contract Asbestos Supervisor and Worker course instructor. ▪ Operator, Skid Steer, Excavator, Fork Truck, Man lift and Scissor lift. ▪ Conduct annual fit tests (qualitative) ▪ Conduct Job walks for Bids. ▪ Compile, edit, and implement asbestos project designs.		
Work History	January 2019-Present Instructor CHC Training, LLC. Denver, Colorado, 303-412-6360 Instructor – Asbestos AMS (Initial and Refresher), Asbestos Supervisor (Initial and Refresher), Asbestos Worker (Initial and Refresher), Asbestos Inspector (Initial and Refresher) Lead Inspector (Initial and Refresher), Lead Supervisor (Initial and Refresher), Asbestos Project Designer (Initial and Refresher – Guest instructor), Lead Worker (Initial and Refresher), Certified Mold Professional (Initial and Refresher), NIOSH 582e Extension, NIOSH 582e 40hr., EPA RRP Certified Renovator (Initial and Refresher) December-2018-Present Environmental Consultant, AMS/Building Inspector Keystone Environmental LLC		

Pueblo, Colorado, 719-225-6543

Project Designer specific activities:

- *Identification of asbestos as reported by licensed building inspector and how it would relate to the asbestos abatement project. Identified uses and locations as specific to the planned project. (ie. Asbestos is in room 20-33B of Pueblo City High School, the abatement contractor has been hired to remove 3,500 square feet of VAT and associated mastic.)*
- *Understood and educated clients on the potential health effects related to asbestos exposure. Trained non-abatement personnel in 2hr asbestos awareness and health effects.*
- *Designed asbestos abatement projects including addressing; containment design – including design on multi-employer jobsites, safety system design construction (including identifying egress and fire extinguisher locations), designs included specifications of containment barriers, and decontamination enclosure systems, positioning of warning signs, electrical and ventilation system lockout, proper working techniques for minimizing fiber release, entry and exit procedures and location for the work area, decontamination methods and use of wet methods, proper techniques for initial cleaning; use of and set up locations of negative air machines (including performing air calculations to identify number of machines needed per location / work area), use of HEPA vacuums, proper clean up and disposal of asbestos (including identifying bag out locations and methodology).*
- *Designed work methods as they pertain to encapsulation, enclosure, and repair, including use of glove-bag removal methods and Appendix C and/or B for removal of asbestos.*
- *Understood and educated clients on the potential health effects related to asbestos exposure, conducted / led safety tool-box talks discussing the health effects of asbestos and how it relates to the abatement workers/personnel.*
- *Donned PPE including Full – face and half-face air-purifying respirators, performed self-positive and negative pressure fit checks, received qualitative and quantitative fit tests, gave quantitative fit tests to others,*
- *Understood and educated clients on the potential health effects related to asbestos exposure, conducted / led safety tool-box talks discussing the health effects of asbestos and how it relates to the abatement workers/personnel.*
- *Donned PPE including Full – face and half-face air-purifying respirators, performed self-positive and negative pressure fit checks, received qualitative and quantitative fit tests, gave quantitative fit tests to others, educated clients on the variability between field and laboratory protection factors that alter respiratory fit, identified the proper PPE suits for the abatement job designed,*
- *Identified and designed project designs to address additional safety hazards to include (but not limited to) electrical safety, slips-trips-falls, heat exhaust, heat stress, ladder safety, mechanical tool safety, scaffold safety, other air contaminants including (but not limited to) lead, mold, dusts, silica, etc.*
- *Designed projects in accordance to maximize the flow of air, paying attention to the fiber aerodynamic properties of asbestos and the correct methods of controlling such. Including utilizing proper containment barriers, identifying and specifying sufficient settling time for asbestos fibers, specifying use of wet methods and verifying the use of such, specifying- scheduling – and oversight of aggressive air monitoring following abatement activities. Designed project designs showing locations of decon/pop-ups, equipment rooms, containment egress, negative air machines and exhaust locations, fire extinguishers, box fans (as applicable), make up air, view ports. Identified air flow and adjusted as necessary once project went active.*
- *Designed abatement solutions specific to each project.*

- *Provided budgets and cost proposals for asbestos abatement activities in accordance with all applicable regulations.*
- *Provided guidance to clients on selecting the most effective abatement method (removal, encapsulation, etc.)*
- *Wrote abatement specifications including the design of abatement in occupied and unoccupied buildings.*
- *Planned, led, managed stakeholder and occupant planning meetings discussing the abatement process, flow, and project in its entirety.*
- *Reviewed as-builts, asbestos inspection reports, other building reports, architectural blueprints, and management plans.*
- *Identified the roles of other asbestos licensed and trained personnel including other designers, workers, supervisors, inspectors, AMS, and management planners.*
- *Completed special designs for abatement projects taking place in occupied buildings including addressing the education of occupants, staging of work, egress areas for non-abatement personnel. Addressed scheduling of abatement to minimize occupant exposure.*
- *Became knowledgeable of applicable Federal, state (regulation no. 8), and local regulations, OSHA standards, requirements of TSCA Title II, NESHAPS, OSHA 29 CFR 1910.134, EPA Worker Protection Rule 40 CFR 763, subpart G, OSHA 29 CFR 1926.58, OSHA CFR 1926.59, etc.*

September-2017-December-2018

Project Manager

Colorado Hazard Control LLC

Pueblo, Colorado, 303-410-4941

Project Designer specific activities:

- *Identification of asbestos as reported by licensed building inspector and how it would relate to the asbestos abatement project. Identified uses and locations as specific to the planned project. (ie. Asbestos is in room 20-33B of Pueblo City High School, the abatement contractor has been hired to remove 3,500 square feet of VAT and associated mastic.)*
- *Designed and estimated asbestos abatement projects including addressing; containment design – including design on multi-employer jobsites, safety system design construction (including identifying egress and fire extinguisher locations), designs included specifications of containment barriers, and decontamination enclosure systems, positioning of warning signs, electrical and ventilation system lockout, proper working techniques for minimizing fiber release, entry and exit procedures and location for the work area, decontamination methods and use of wet methods, proper techniques for initial cleaning; use of and set up locations of negative air machines (including performing air calculations to identify number of machines needed per location / work area), use of HEPA vacuums, proper clean up and disposal of asbestos (including identifying bag out locations and methodology).*
- *Designed and estimated work methods as they pertain to encapsulation, enclosure, and repair; including use of glove-bag removal methods and Appendix C and/or B for removal of asbestos.*

- *Understood and educated clients on the potential health effects related to asbestos exposure, conducted / led safety tool-box talks discussing the health effects of asbestos and how it relates to the abatement workers/personnel.*
- *Donned PPE including Full – face and half-face air-purifying respirators, performed self-positive and negative pressure fit checks, received qualitative and quantitative fit tests, gave quantitative fit tests to others, identified and donned protective suits, instructed and led teams in the proper donning and doffing of suits and other personal protective gear including the use, storage and handling of such.*
- *Identified and designed project designs to address additional safety hazards to include (but not limited to) electrical safety, slips-trips-falls, heat exhaust, heat stress, ladder safety, mechanical tool safety, scaffold safety, other air contaminants including (but not limited to) lead, mold, dusts, silica, etc.*
- *Designed projects in accordance to maximize the flow of air, paying attention to the fiber aerodynamic properties of asbestos and the correct methods of controlling such. Including utilizing proper containment barriers, identifying and specifying sufficient settling time for asbestos fibers, specifying use of wet methods and verifying the use of such, specifying- scheduling – and oversight of aggressive air monitoring following abatement activities. Designed project designs showing locations of decon/pop-ups, equipment rooms, containment egress, negative air machines and exhaust locations, fire extinguishers, box fans (as applicable), make up air, view ports. Identified air flow and adjusted as necessary once project went active.*
- *Designed abatement solutions specific to each project.*
- *Provided budgets and cost proposals for asbestos abatement activities in accordance with all applicable regulations.*
- *Provided guidance to clients on selecting the most effective abatement method (removal, encapsulation, etc.)*
- *Wrote abatement specifications including the design of abatement in occupied and unoccupied buildings.*
- *Planned, led, managed stakeholder and occupant planning meetings discussing the abatement process, flow, and project in its entirety.*
- *Reviewed as-builts, asbestos inspection reports, other building reports, architectural blueprints, and management plans.*
- *Prepared and executed contracts for asbestos abatement activities.*
- *Obtained insurance certificates and added clients / stakeholders as additional insured.*
- *Identified the roles of other asbestos licensed and trained personnel including other designers, workers, supervisors, inspectors, AMS, and management planners.*
- *Completed special designs for abatement projects taking place in occupied buildings including addressing the education of occupants, staging of work, egress areas for non-abatement personnel. Addressed scheduling of abatement to minimize occupant exposure.*
- *Became knowledgeable of applicable Federal, state (regulation no. 8), and local regulations, OSHA standards, requirements of TSCA Title II, NESHAPS, OSHA 29 CFR 1910.134, EPA Worker Protection Rule 40 CFR 763, subpart G, OSHA 29 CFR 1926.58, OSHA CFR 1926.59, etc.*

March-2015- September-2017

Environmental Consultant, AMS/Building Inspector

	Kem West Environmental Inc Denver CO 303-757-8800 June-2014 to March-2015 Abatement Supervisor Innovar Inc Colorado Springs, Colorado, 719-492-0442 June-2013 to June-2014 Abatement Supervisor BELFOR Property Restoration Denver, Colorado, 303-425-9700 March-2011 to June-2013 Abatement Supervisor Colorado Hazard Control Pueblo, Colorado, 719-547-2785 August-2010 to March-2011 Abatement Supervisor/ Worker Innovar Inc Colorado Springs, Colorado, 719-492-0442
Education	General Pueblo Community Collage Pueblo, CO
References	Danaya Benedetto CHC Training 303-819-3164 danaya@chctraining.com Colorado Hazard Control Employment Daniel Beaver 303-410-4941 dbeaver@coloradohazard.com



ABOUT ME

An outstanding instructor with a talent for teaching adults and developing learner-focused curriculum. I have extensive experience in the hazardous material abatement and safety industry and have held positions from abatement supervisor to Health & Safety Manager. My diverse background and 10+ years of experience enable me to deliver relevant classes and become one of the top rated CHC Training's expert instructors!

CONTACT

303.412.6360 Office
303.819.7169 Direct

mike@chctraining.com

SKILLS

- Expert instructor for asbestos, lead, mold, hazardous materials, silica and OSHA topics
- Fluent in American Sign Language
- Proficient in office suite, eLearning technologies, and Audition
- Skilled voice over talent

MICHAEL A. BENEDETTO

EXPERIENCE

CHC Training, LLC.

2007 - Present

Sr. Instructor & Content Developer

Previous titles: H&S Manager, Site Supervisor

- Works with various industry experts in researching, designing and creating new curriculum
- Top-rate instructor of over 7,000 adult learners
- Conducts safety training orientation sessions and teaching OSHA, EPA, and CDPHE courses to ensure regulatory compliance
- Notable clients include the University of Colorado-Boulder, Colorado State University-Fort Collins, the Colorado Department of Public Health and Environment, St. Vrain Valley SD, Boulder Valley SD, Thompson Valley SD, Aurora Public Schools, Denver Public Schools, Aurora Medical Center, the National Parks Service, and the City and County of Denver

2016-2017

St. Vrain Valley School District

Social Studies Teacher

- Teacher of the Year, Runner up 2017
- Curriculum design and instruction of a variety of classes for 9th, 10th and 12th grade young adults

EDUCATION

University of Colorado, Boulder 2014-2016

GPA: 3.95

*Master of Liberal Arts in Education,
Curriculum, Instruction & Design*

University of Colorado, Denver 2005-2010

GPA: 3.475

*Bachelor of Liberal Arts in History, minor in
Political Science*

CERTIFICATION

- AHERA Building Inspector / Management Planner
- AHERA Supervisor / Project Designer
- AHERA Air Monitoring Specialist
- 40hr. HAZWOPER
- HUD / Reg. 19 Supervisor
- HUD / Reg. 19 Inspector
- HUD / Reg 19. Risk Assessor
- OSHA 501
- CMP
- EPA RRP Certified Renovator
- Colorado Teacher's License
- CDPHE Licensed Building Inspector, Management Planner, Supervisor, Project Designer, Lead Supervisor, Lead Inspector & Risk Assessor

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Schedule 5

Special Funding Requirements

Excerpt from Request for Proposal dated November 5, 2024, Section 9

9.1. Special Funding Contract Requirements

For use with FEMA, ARPA, SLFRF, and/or other state and federal grant funds and cooperative agreements.

This section shall be added to all City bid projects with the potential utilization of federal or state fund projects (including projects utilizing FEMA, ARPA, SLFRF, or grant funds). The following clauses mirror the Federal Required Contract Provisions available at www.fema.gov/procurement-disaster-assistance-team.

A. Definitions

1. Agreement: For the purposes of this bid and/or project, agreement shall indicate a contract between City and Contractor.
2. Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.
3. Contract:: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

B. Notice

1. The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.
2. Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or debarment by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689). It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations, etc. Failure to adhere to these and all other project requirements may mean suspension or debarment (see section below).
3. As indicated in each Section, some clauses determined nonapplicable for this project may be removed.

9.2. Termination for Cause and Convenience

Applicable to all contracts/agreements in excess of \$10,000; 2 CFR, Part 200, Appendix II(B)

- A. Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed above and may immediately terminate the agreement upon written notice to Contractor.
- B. Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.
- C. Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

9.3. Equal Employment Opportunity

This section is required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(C)

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. 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.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

1. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9.4. Debarment and Suspension

Required for all federal, state, grant, and cooperative agreement programs; 2 CFR, Part 200, Appendix II(H)

- A. This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).
- B. The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.5. Byrd Anti-lobbying Amendment

Award of \$100,000 or more; 2 CFR, Part 200, Appendix II(I)

Contractors must sign and submit to the City the Byrd Anti-lobbying Amendment Certification. Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

9.6. Procurement of Recovered Materials

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(J)

- A. 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:

1. Competitively within a timeframe providing for compliance with the contract performance schedule.
 2. Meeting contract performance requirements.
 3. At a reasonable price.
- B. 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>.
- C. 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.

9.7. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Required for all federal grant and cooperative agreement programs used to purchase telecommunications and video surveillance services or equipment; 2 CFR, Part 200, Appendix II(K)

The Contractor and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

9.8. Domestic Preferences for Procurement

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(L)

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.

9.9. Access to Records

This section from Recommended Contract Provision No. 1; Required for all City federally funded projects

- A. 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.
- B. 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.

- C. 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.

9.10. Changes

This section from Recommended Contract Provision No. 2; Required for all City federally funded projects

- A. 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.
- B. 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.

9.11. Department of Homeland Security Seal, Logo, and Flags

This section from Recommended Contract Provision No. 3; Required for all City federally funded projects

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal fund and or grant administrator approval.

9.12. Compliance with Federal Law, Regulations, and Executive Orders

This section from Recommended Contract Provision No. 4; Required for all City federally funded projects

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

9.13. No Obligation by Federal Government

This section from Recommended Contract Provision No. 5; Required for all City federally funded projects

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.

9.14. Fraud and False or Fraudulent or Related Acts

This section from Recommended Contract Provision No. 6; Required for all City federally funded projects

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.

Additional Information for Agreement

Proposer's Agreement to Special Funding Requirements System for Award Management (SAM.gov)

Registration Certificate of Good Standing

Affirmative Action Plan

PERA Questionnaire

Insurance Certificate(s) - **Auto Ins Waiver to be added prior to signatures**

CERTIFICATION REGARDING BYRD ANTI-LOBBYING

Award of \$100,000 or more; 2 CFR, Part 200, Appendix II(I)

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

1. 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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.

The Contractor signed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False claims and Statements, apply to this certification and disclosure, if any.

Company

Name: BetterCertify

Signature:  Danaya Wilson (Nov 26, 2024 11:47 CST) Date: 11/26/2024

Printed

Name/Title: Danaya Wilson CEO/Co-founder

Certification_Regarding_Byrd_Anti-Lobbying

Final Audit Report

2024-11-26

Created:	2024-11-26
By:	Chris Feaster (chris@bettercertify.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA23IQMv27qmjVvz_dTSZPRfssuGPJFr2z

"Certification_Regarding_Byrd_Anti-Lobbying" History

-  Document created by Chris Feaster (chris@bettercertify.com)
2024-11-26 - 4:48:09 PM GMT
-  Document emailed to Danaya Wilson (danaya@bettercertify.com) for signature
2024-11-26 - 4:48:13 PM GMT
-  Email viewed by Danaya Wilson (danaya@bettercertify.com)
2024-11-26 - 5:46:29 PM GMT
-  Document e-signed by Danaya Wilson (danaya@bettercertify.com)
Signature Date: 2024-11-26 - 5:47:02 PM GMT - Time Source: server
-  Agreement completed.
2024-11-26 - 5:47:02 PM GMT

**CITY OF PUEBLO / PUEBLO CONSORTIUM
CDBG / HOME INVESTMENT PARTNERSHIP FUND
SECTION 3 CERTIFICATION**

PURPOSE, AUTHORITY AND RESPONSIBILITY

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development and individual self-sufficiency.

Section 3 requires that, to the greatest extent possible, economic opportunities that are generated by the use of HUD funds be made available to low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended. Section 3 established benchmark goals for (a) 25% of total labor hours worked by Section 3 workers; and (b) 5% of total labor hours worked by Targeted Section 3 workers.

_____ BetterCertify (hereinafter called the Recipient/Contractor)
hereby **CERTIFIES** that upon being awarded a contract to participate in the following HUD-funded project:

_____ (the "Project")

located at: Pueblo, CO TBD,

that the Recipient/Contractor:

- (a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 75; and
- (b) will comply with HUD's regulations in 24 CFR Part 75; and
- (c) will submit to the City of Pueblo or Pueblo Consortium Member, appropriate Section 3 documentation of total labor hours performed per contractor/subcontractor, certifications of Section 3 workers, and confirmation of Section 3 business concerns and YouthBuild participants; and
- (d) will include the Section 3 Clause and this Section 3 Certification of Compliance in every subcontract and further agrees to take the appropriate action pursuant to those regulations in the event the contractor/subcontractor is found to be in violation of 24 CFR Part 75; and
- (e) will not contract/subcontract with any contractor/subcontractor where the Recipient/Contractor has notice or knowledge that the contractor/subcontractor has been found in violation of any provision of 24 CFR Part 75.

By: Authorized Representative's Signature  _____
Danaya Wilson (Nov 26, 2024 11:48 CST)

Name and Title: Danaya Wilson CEO/Co-founder

Date: 11/26/2024

Section 3 Clause must be included in contracts with all contractors/subcontractors/lower-tier subcontractors.

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- D. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

2024_Pueblo_Section-3-Policy-and-Procedures_Form_S3a

Final Audit Report

2024-11-26

Created:	2024-11-26
By:	Chris Feaster (chris@bettercertify.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzsO3XyE6lsR-67OeXjlc6nu7BFYlvJG7

"2024_Pueblo_Section-3-Policy-and-Procedures_Form_S3a" History

-  Document created by Chris Feaster (chris@bettercertify.com)
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CHC TRAINING, LLC

REVIEWED

By GarciaCh at 9:30 am, Dec 03, 2024

Unique Entity ID J82YXQ56ETM1	CAGE / NCAGE 7QHP9	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date May 25, 2025	
Physical Address 1775 W 55TH AVE Denver, Colorado 80221-1745 United States	Mailing Address 1775 W 55TH AVE Denver, Colorado 80221-1745 United States	

Business Information

Doing Business as BetterCertify	Division Name (blank)	Division Number (blank)
Congressional District Colorado 08	State / Country of Incorporation Colorado / United States	URL www.bettercertify.com

Registration Dates

Activation Date May 29, 2024	Submission Date May 25, 2024	Initial Registration Date Sep 6, 2016
--	--	---

Entity Dates

Entity Start Date Jun 26, 2015	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 Limited Liability Company
Profit Structure For Profit Organization		

Socio-Economic Types

Minority-Owned Business
Self Certified Small Disadvantaged Business
Economically Disadvantaged Women Owned
Small Business
Women-Owned Small Business
Women-Owned Business
Individual or concern, other than one of the
preceding
DOT Certified DBE

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

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 7QHP9

Points of Contact

Electronic Business

 Danaya Wilson, Ms.
1775 W 55TH AVE
Denver, Colorado 80221
United States

Government Business

 Danaya Wilson, Ms.
1775 W 55TH AVE
Denver, Colorado 80221
United States

Service Classifications

NAICS Codes

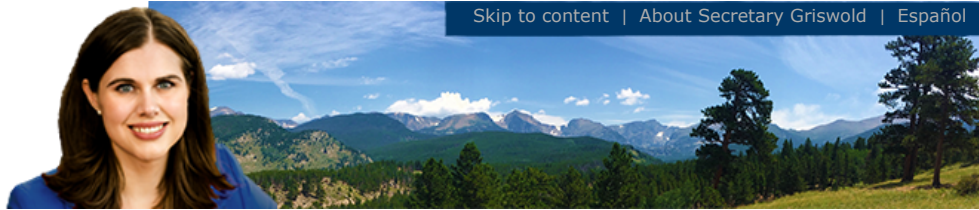
Primary	NAICS Codes	NAICS Title
Yes	611519	Other Technical And Trade Schools
	541620	Environmental Consulting Services
	611430	Professional And Management Development Training

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Any	(blank)	(blank)



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Details			
Name	CHC Training, LLC		
Status	Good Standing	Formation date	06/26/2015
ID number	20151420970	Form	Limited Liability Company
Periodic report month	March	Jurisdiction	Colorado
Principal office street address	1775 W 55th Ave, Denver, CO 80221, US		
Principal office mailing address	1775 W 55th Ave, Denver, CO 80221, US		

Registered Agent	
Name	Danaya Wilson
Street address	9241 Star Streak Cir, Littleton, CO 80125, US
Mailing address	9241 Star Streak Cir, Littleton, CO 80125, US

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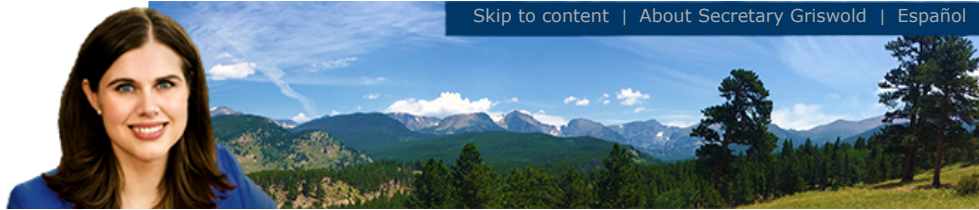
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Details			
Trade name	BetterCertify		
Registrant name	CHC Training, LLC		
Status	Effective	Formation Date	05/01/2024
ID number	20241281682	Form	Limited Liability Company
Renewal month	n/a	Expiration Date	n/a
Primary residence or usual place of business street address	n/a		
Primary residence or usual place of business mailing address	n/a		

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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,

CHC Training, LLC

is a

Limited Liability Company

formed or registered on 06/26/2015 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20151420970 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/02/2024 that have been posted, and by documents delivered to this office electronically through 12/03/2024 @ 09:32:25 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/03/2024 @ 09:32:25 in accordance with applicable law. This certificate is assigned Confirmation Number 16769632 .



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."

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF TRADE NAME

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

BetterCertify

(Entity ID # 20241281682)

was filed in this office on 03/07/2024 with an effective date of 05/01/2024 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/02/2024 that have been posted, and by documents delivered to this office electronically through 12/03/2024 @ 09:33:18 .

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 12/03/2024 @ 09:33:18 in accordance with applicable law. This certificate is assigned Confirmation Number 16769641 .



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."



Affirmative Action Plan (AAP)

For: CHC Training, LLC dba BetterCertify 1775 W 55th Avenue Denver, CO 80221

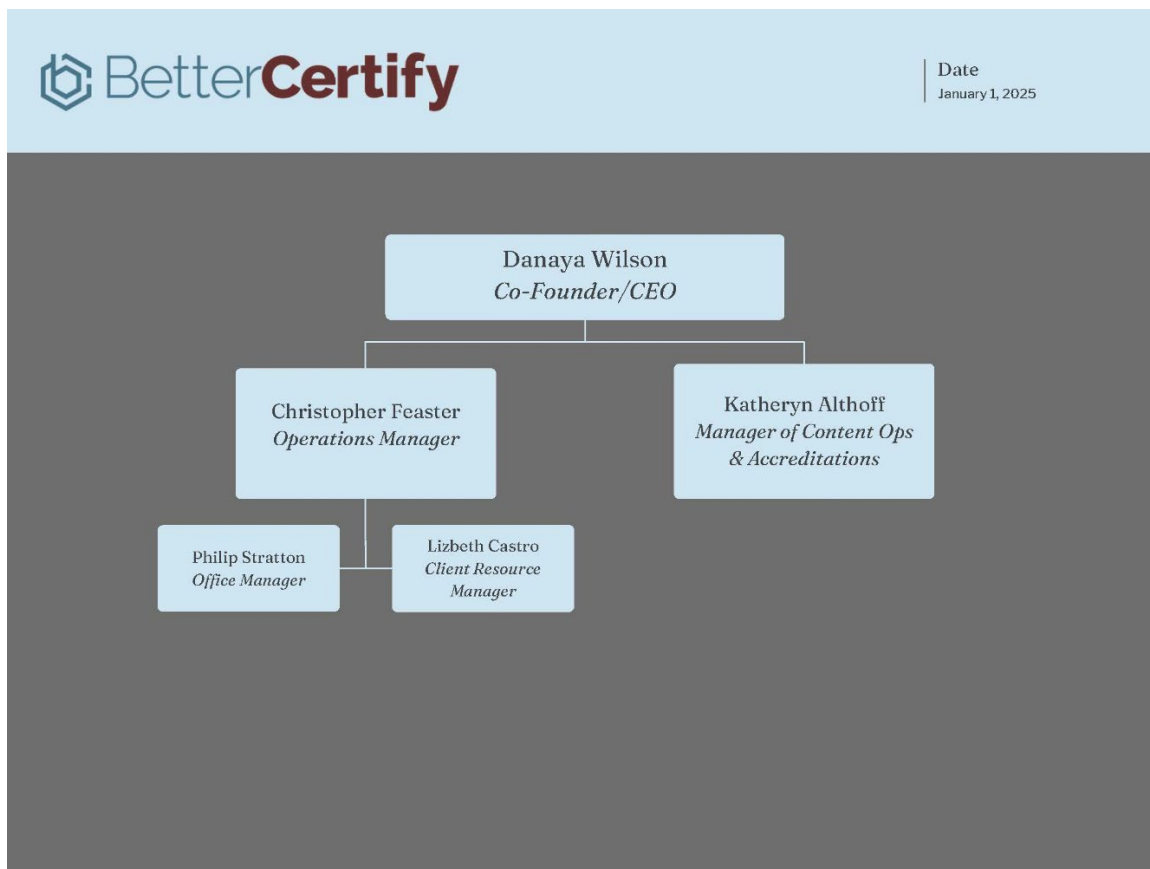
Effective Date: January 1, 2025

1. Introduction

Purpose: This Affirmative Action Plan (AAP) reaffirms CHC Training, LLC dba BetterCertify's (BC's) commitment to equal employment opportunity (EEO). We strive to create an inclusive workplace that values diversity and ensures fair treatment for all employees.

Statement of Commitment: BC is committed to equal opportunity employment. We prohibit discrimination based on race, color, religion, gender, national origin, age, disability, veteran status, sexual orientation, or any other protected category. This AAP outlines our goals and actions to ensure equitable representation and advancement of women, minorities, veterans, and individuals with disabilities.

2. Organizational Chart:



3. Job Group Analysis

Jobs have been grouped based on content, responsibilities, pay structure, and promotional opportunities. This categorization ensures accurate analysis of workforce representation.

4. Availability Analysis

Availability Factors Considered:

- **Internal Workforce Demographics:** CHC Training, LLC dba BetterCertify employs five individuals in management positions. Of these, three are women (60%), and one of those women identifies as Mexican (20% of total staff, 33.3% of women staff).
- **External Labor Market Data Specific to Denver, CO:** According to recent U.S. Census data, women comprise approximately 49.8% of the general population in Denver, and Hispanic/Latino individuals represent about 30% of the population. In management occupations, women typically represent 37-40%, and Hispanic/Latino representation in management roles is around 13-15%.

Results:

- **Women Representation:** The company exceeds local labor market trends with 60% women in management compared to 37-40% in the broader market.
- **Hispanic/Latino Representation:** The representation of one Mexican woman (20%) in the company's workforce also exceeds the average Hispanic/Latino representation in management positions in the Denver labor market (13-15%).

Conclusion: BC demonstrates strong representation of women and minorities in management positions compared to external labor market data.

5. Placement Goals

Annual Goals: Based on the availability analysis, BC is committed to maintaining its current strong representation of women and minorities in management positions. No additional placement goals have been set at this time, as the organization already exceeds local labor market trends for diversity in these roles.

6. Identification of Problem Areas

Through a thorough analysis of workforce composition and availability data, BC has not identified any significant underrepresentation of women or minorities in management positions. The organization is committed to ongoing monitoring to ensure that diversity and inclusion remain a priority as the company grows.

7. Action-Oriented Programs

BC is dedicated to maintaining its strong representation of women and minorities in management positions. While no significant problem areas have been identified, the organization remains proactive in fostering diversity and inclusion through the following ongoing initiatives:

Inclusive Recruitment Practices: Ensuring job postings reach diverse audiences and reflect the organization's commitment to equal opportunity employment.

Professional Development Opportunities: Supporting all employees with access to training, mentorship, and leadership development programs to enhance skills and career advancement.

Workplace Culture Initiatives: Promoting a collaborative and inclusive environment through regular feedback sessions and team-building activities.

Periodic Policy Reviews: Reviewing workplace policies to ensure they continue to support a fair and equitable workplace for all employees.

These initiatives are designed to sustain a culture of equity, diversity, and inclusion as BC grows and evolves.

8. Designation of Responsibility

EEO Officer: Danaya Wilson. The EEO Officer will oversee the implementation and monitoring of the AAP. Responsibilities include:

- Coordinating AAP-related activities.
- Reviewing company practices for compliance.
- Providing regular updates.
- Regular review of hiring, promotions, terminations, and compensation data.
- Evaluation of current processes to ensure maintenance with current strong minority representation numbers.

9. Harassment Prevention

BC has a zero-tolerance policy for harassment. All employees are required to adhere to policies designed to foster a respectful and inclusive workplace.

10. Veterans and Individuals with Disabilities

Veterans: We actively seek to employ and promote veterans in compliance with the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA).

Individuals with Disabilities: We will provide reasonable accommodation(s) and ensure accessibility in compliance with Section 503 of the Rehabilitation Act.



Approval and Signature

Approved by: Danaya Wilson
Co-Founder and CEO, CHC Training, LLC dba BetterCertify
Date: 1/1/2025

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

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

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

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

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

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

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

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

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

Company Name: CHC Training, LLC DBA BetterCertify

Authorized Signature:  Title: CEO/Co-founder

Printed Name: Danaya Wilson Date: 1/3/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Flood and Peterson PO Box 578 Greeley CO 80632	CONTACT NAME: Tish Monnier PHONE (A/C, No, Ext): (970) 356-0123 FAX (A/C, No): (970) 330-1867 E-MAIL ADDRESS: tmonnier@floodpeterson.com
INSURED CHC Training, LLC dba BetterCertify 1775 W. 55th Avenue Denver CO 80221	INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters at Lloyd's London INSURER B: Pinnacol Assurance INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL251358580**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Deductible: \$2,500 - Per Occ. - Bodily Injury/Property Damage GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CSIEL0105801	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	4241368	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 100,000						
	E.L. DISEASE - EA EMPLOYEE \$ 100,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						
A	Professional Liability / Contractors Pollution Liability			CSIEL0105801	01/01/2025	01/01/2026	Aggregate \$2,000,000 Each Claim \$1,000,000 Deductible \$5,000

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

RE: 24-135 Training Professional for EPA's Renovation, and Painting Program

The City of Pueblo, its agents, officers and employees are listed as additional insureds. This Certificate is issued as a matter of information only, confers no rights upon the certificate holder, and does not alter the insurance coverage afforded by the policies described herein.

CERTIFICATE HOLDER**CANCELLATION**

City of Pueblo, a Municipal Corporation 230 S. Mechanic Street Pueblo CO 81003	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: February 10, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND COMMUNITYSCALE, LLC RELATING TO BID 24-142, CONSULTANT FOR PREPARATION OF 2025-2029 CONSOLIDATED PLAN AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves an Agreement for professional services relating to Bid No. 24-142, Consultant for Preparation of 2025-2029 Consolidated Plan.

PREVIOUS COUNCIL ACTION:

City Council established the Project CD2201, and budgeted and appropriated \$291,860.00 in grant funds from the United States Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program.

City Council established the Project HS2503, and budgeted and appropriated \$30,000.00 in general funds.

BACKGROUND:

The City solicited proposals (Bid No. 24-142) for consultants to complete a required 5-year Consolidated Plan for the Community Development Block Grant (CDBG) and HOME Investment Program grant funds. Four consulting firms submitted proposals, and CommunityScale, LLC was selected as the most qualified to complete the Project. The total cost to complete the project was \$33,990.00.

FINANCIAL IMPLICATIONS:

The total Project budget will be funded through two established funding sources:

CD2201, Community Development Block Grant Program Administration - \$3,990.00
HS2503, General Fund - \$30,000.00

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

The 5-year Consolidated Plan requires extensive public input and comment. This includes a minimum of two public meetings, and seven virtual public engagement meetings to identify Pueblo's unique challenges and priorities for housing, homelessness services, and other community development initiatives. Additionally, direct engagement directly with key stakeholders will be incorporated into the process.

ALTERNATIVES:

Denying this Resolution will result in the readvertising for proposals for this Project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-142 Community Scale Agreement for Consolidated Housing Plan

RESOLUTION NO.

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND COMMUNITYSCALE, LLC RELATING TO BID 24-142, CONSULTANT FOR PREPARATION OF 2025-2029 CONSOLIDATED PLAN AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, proposals for Project No. 24-142 Consultant for Preparation of the 2025-2029 Consolidated Plan have been received and examined; and

WHEREAS, CommunityScale, LLC has been selected to provide professional services for said Project; NOW, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Agreement for Professional Services dated February 10, 2025, between the City of Pueblo, A Colorado Municipal Corporation, and CommunityScale, LLC, of which a copy is attached hereto and on file at the office of the City Clerk, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds in the amount of \$3,990.00 shall be paid from CD2201, Community Development Block Grant Administration, and \$30,000.00 shall be paid from HS2503, General Fund.

SECTION 3.

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

SECTION 4.

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

INTRODUCED: February 10, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN CITY OF PUEBLO AND
COMMUNITYSCALE LLC**

24-142

CONSULTANT FOR PREPARATION OF 2025-2029 CONSOLIDATED
PLAN

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND COMMUNITYSCALE LLC

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as "City") and CommunityScale LLC, a Massachusetts limited liability company authorized to do business in the State of Colorado (hereinafter referred to as "Consultant"), a professional firm for Consultant to render certain professional consulting and related services for City in connection with Bid 24-142 Consultant for Preparation of 2025-2029 Consolidated Plan, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

- A. Consultant shall satisfactorily perform professional data collection, assessment, analysis, plan development, monitoring, reporting, presentations, and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. In the event this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.
- B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.
- C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event 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

- A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work (including that performed by Consultant's subconsultants and subcontractors) and all task outlined in Schedule 1 and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or

omission; except that Consultant hereby irrevocably waives and excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

- B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.
- C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.
- D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.
- E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants 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, subconsultant, or assignment of principal responsibility, in which

case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

3. CITY'S RESPONSIBILITIES

- A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may reasonably require.
- B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum agreement price.
- C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any technical data, assessments, analysis summaries, plans, reports, presentation notes, or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.
- D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – "Services" 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 \$33,990.00 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 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 technical data, assessments, analysis summaries, plans, reports, presentation notes, calculations, summaries, documents, work product and materials, and all other information 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: (1) the reasonable value of completed work to City, or (2) 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

Assessments, analysis summaries, plans, reports, 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, technical data, assessments, analysis summaries, plans, reports, presentation notes, calculations, summaries, documents, work product and materials, 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 Housing and Citizen Services, Attn: Melissa Cook, Interim CDBG/HOME Housing Administrator, 2631 E. 4th Street, Pueblo, CO, 81001; or to the Consultant, CommunityScale LLC, Attn: Nels Nelson, Principal and Project Director, 61 James Street, Greenfield, MA, 01301. 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 24-142 Consultant for Preparation of 2025-2029 Consolidated Plan 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

- A. Consultant understands that City may be funding the Project in whole or part with funds provided by the U.S. Department of Housing and Urban Development. Consultant agrees it is subject to and shall comply with all applicable provisions of the U.S. Department of Housing and Urban Development for which the contract award has been made and applicable regulations.
- B. Consultant shall comply with the attached Special Funding Requirements & Additional Funding Requirements for Department of Housing and Citizen Service Projects and any/all other Federal, State, and local laws applicable to its activities.
- C. All records with respect to any matters covered by this Agreement shall be available for inspection by City, State, and or Federal agencies involved in the project 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.
- D. 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

- 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.

10.3. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et

seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

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 complete the Colorado PERA Questionnaire and the completed form shall be included as an Additional Information 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 6 pages.
- Schedule 2 - "Fee Schedule" consisting of 2 pages.
- Schedule 3 - "Work Schedule" consisting of 1 page.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 7 pages.
- Schedule 5 - "Special Funding Requirements consisting of 7 pages.

15. SIGNATURE

- A. 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.

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

COMMUNITYSCALE LLC

By _____
Naomi Hedden, Director of Purchasing

By _____
Nels Nelson, Managing Member/Principal

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Danny Nunn, Interim Finance Director

APPROVED AS TO FORM
DEPARTMENT OF LAW

Robert Jagger, Deputy City Attorney

Attachments: Schedules 1 - 5 and Additional Information for Agreement

SCHEDULE 1

Scope of Services

Excerpt from Request for Proposal dated November 26, 2024, Section 3

3.1. Objective

- A. The awarded Consultant shall complete the items listed in the [INTRODUCTION](#) as outlined below.
- B. The Consultant shall incorporate information from City staff and citizens into the **eCon Planning Suite Template** that is consistent with HUD's guidelines and covers the period beginning on March 1, 2025 and ending on February 28, 2030.
- C. Additionally, the City is interested in encouraging meaningful public participation in the Consolidated Plan development process. The selected Consultant will be expected to confer with:
 - 1. Public and private agencies that provide health, social, and fair housing services including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons.
 - 2. State and/or local health and child welfare agencies in regard to the portion of its consolidated plan concerning lead-based paint hazards.
 - 3. Adjacent governments regarding priority non-housing community development needs and local government agencies with metropolitan-wide planning responsibilities regarding problems and solutions that go beyond a single jurisdiction (e.g., transportation).
 - 4. The local Continuum of Care that serves homeless and formerly homeless persons in the Pueblo geographic area.
 - 5. Business and civic leaders
 - 6. Various City Departments
 - 7. City Council
- D. The resulting FY 2025 - FY 2029 Consolidated Plan shall provide a direct link between community goals, objectives, and priority needs and shall include clear direction for implementation in the accompanying First Year Action Plan framework requested in this RFP and future one-year Action Plans.

3.2. Timeframe

All Project Tasks shown below are due to the City no later than May 30, 2024, to allow time for review, public comment, City Council approval, and delivery of the documents to HUD. The City Council approved copies are due to HUD no later than three weeks after approval.

3.3. [Minimum Qualifications](#)

- A. Proposers must be familiar with the public process and coordinate with the City, key community groups, and the Advisory Group in facilitating surveys, interviews and public meetings.
- B. Consultants must possess professional writing skills with proven experience developing a Consolidated Plan or similar planning documents.
- C. Consultant must agree to the Certifications Required for Department of Housing and Citizen Services. Complete form in the [VENDOR QUESTIONNAIRE](#).

3.4. [General Details](#)

Consultant shall perform the following:

- A. Preparation, organization, writing, and submission of professionally detailed and comprehensive plans in accordance with guidelines as specified by HUD.
- B. Synthesize all necessary information to write all sections of the Consolidated and Annual Action Plans including but not limited to, executive summary, background program information, consultation process, needs assessment, market analysis, strategic plan, and the First Year action plan.
- C. Consultation with public and private agencies as outlined in 24 CFR §91.100, including those that provide assisted housing, homeless service providers and agencies, health services and social services, state and/or local health and child welfare agencies regarding lead-based paint hazards, adjacent units of local government including planning agencies, public housing authorities, and jurisdictions receiving HOPWA funds within the eligible metropolitan statistical area.

3.5. [Project Tasks](#)

- A. FY 2025 - FY 2029 Consolidated Plan
 - 1. Assist in conducting a Needs Assessment of the Consolidated Plan as outlined in the ***eCon Planning Suites Template*** in conjunction with information obtained through consultation process. The Needs Assessment shall provide a clear picture of the City's needs related to affordable housing, community development, and homelessness. The Needs Assessment shall be utilized for the Strategic Plan and the programs/projects to be administered as outlined in §91.215 and for any policy issues. The Needs Assessment is based on the regulations and includes the following sections:
 - a. Housing Needs Assessment
 - b. Disproportionately Greater Need
 - c. Public Housing

- d. Homeless Needs Assessment
 - e. Non-Homeless Special Needs Assessment
 - f. Non-Housing Community Development Needs
2. Assist in conducting a Housing Market Analysis as outlined in the ***eCon Planning Suites Template*** that provides a clear picture of the environment in which the City must administer its programs over the course of the Consolidated Plan. In conjunction with the Needs Assessment, the Housing Market Analysis will provide the basis for the Strategic Plan and the programs/projects to be administered. The Housing Market Analysis template is based on the regulations and includes the following sections:
- a. General Characteristics of the Housing Market
 - b. Lead-based Paint Hazards
 - c. Public Housing
 - d. Assisted Housing
 - e. Facilities, Housing, and Services for Homeless Persons
 - f. Special Need Facilities and Services
3. Assist in developing a comprehensive Strategic Plan that identifies the priority needs of the City and describes strategies that the City shall undertake to serve the priority needs. The Strategic Plan section of the template includes the following screens:
- a. Overview
 - b. Geographic Priorities
 - c. Priority Needs
 - d. Influence of Market Conditions
 - e. Anticipated Resources
 - f. Institutional Delivery Structure
 - g. Goals
 - h. Public Housing
 - i. Barriers to Affordable Housing
 - j. Homelessness Strategy
 - k. Lead-based Paint Hazards
 - l. Anti-Poverty Strategy

m. Monitoring

B. FY 2025 - FY 2029 Analysis of Impediments to Fair Housing Choice

1. Assist in conducting an Analysis of Impediments to Fair Housing Choice. The analysis serves as the basis for fair housing planning and provides information regarding impediments to fair housing choice defined as any actions, omissions, decisions that restrict, or decisions that have the effect of restricting the availability of housing choices based on race, color, religion, sex, disability, familial status, or national origin.
2. The analysis services shall include the following:
 - a. Examination of pertinent data including demographic, income, employment and housing data as well as studies that relate to fair housing.
 - b. Review of state/local jurisdiction's laws and regulations, an assessment of agencies currently providing fair housing programs in the area, and administrative policies, procedures, and practices.
 - c. Assessment of how laws affect the location, availability, and accessibility of housing.
 - d. Evaluation of conditions (both public and private) affecting fair housing choice for all protected classes.
 - e. Identification of any impediments to fair housing (in both the private and public sector) because of race, color, religion, sex, disability, familial status, or national origin which restrict or have the effect of restricting housing choices/availability listed in order of priority.
 - f. Conclusions and recommendations for action including recommended steps to overcome identified impediments to fair housing choice, milestones, timetables, and measurable results.

C. First Year Action Plan FY 2025

1. Assist in developing the First-Year Action Plan FY 2025. The Consultant must provide a concise summary of the actions, activities, and programs that will take place during the program year to address the priority needs and goals identified by the Strategic Plan.
2. The First-Year Action Plan section of the template includes the following screens:
 1. Executive Summary
 2. Lead & Responsible Agencies
 3. Consultation
 4. Participation

5. Expected Resources
6. Annual Goals and Objectives
7. Projects
8. Geographic Priorities
9. Affordable Housing
10. Public Housing
11. Homeless and Other Special Needs Activities
12. Barriers to Affordable Housing
13. Other Actions
14. Program Specific Requirements

D. Executive Summary/Report

1. Summarize recommendations of the FY 2025 - FY 2029 Consolidated Plan into a reader-friendly Executive Summary using graphs, tables, pictures and charts.
2. The Executive Summary serves as an introduction and summarizes the key points of the plan.
3. Consultant shall write the report clearly so that all readers will understand it without having to read the rest of the plan.
4. For the Consolidated Plan, a good Executive Summary will describe the process of developing the plan, the key findings of the Needs Assessment as the basis for the priorities selected, and how the proposed goals and objectives will address those priorities.
5. The Executive Summary is comprised of:
 1. Introduction
 2. Summary of objectives and outcomes
 3. Evaluation of past performance
 4. Summary of the Citizen Participation and Consultation Process
 5. Summary of public comments
 6. Summary of comments not accepted, needs assessment data collection, a housing market analysis (§91.210) including associated charts and narratives, and a housing and homeless needs assessment (24 CFR §91.205).

3.6. Presentation

- A. Consultant shall prepare and present the following:
 - 1. Draft FY 2025 - FY 2029 Consolidated Plan
 - 2. Draft Analysis of Impediments to Fair Housing Choice
 - 3. Draft of FY 2025 First Year Action Plan
 - 4. Consultant shall also include an Draft Executive Summary incorporating background information and additional content as requested.
 - 5. Note: All drafts must be issued to the City in an electronic copy on USB Flash drive and 3 unbound color originals.
- B. All presentations shall include applicable graphics, maps, community information handouts, and photographs to the public for comment and to City Council for their comment/approval.
 - 1. The presentation documents must be thorough, complete, and contain a format/structure that meets Federal regulations as stated in the ***eCon Planning Suites Template*** (ultimately to be approved by HUD).

3.7. Finalize Reports

After all collaboration, presentations, reviews of report(s), revisions to drafts, etc, Consultant shall finalize all documents and complete the final reports for submittal of the following:

- A. Final FY 2025 - FY 2029 Consolidated Plan
- B. Analysis of Impediments to Fair Housing Choice
- C. FY 2025 First Year Action Plan templates
- D. Consultant shall also include a Final Executive Summary with revisions as requested.
- E. Note: All drafts must also be issued to the City in an electronic copy on USB Flash drive and 3 unbound color originals.

Schedule 2

Fee Schedule

Consultant's Response to Request for Proposal dated December 19, 2024_Pricing_Proposal

TABLE 1: NOT TO EXCEED

Line Item	Description	Unit of Measure	Unit Cost
1	FY 2025 - FY 2029 Consolidated Plan	Not To Exceed	\$13,728.00
2	FY 2025 - FY 2029 Analysis of Impediments to Fair Housing Choice	Not To Exceed	\$10,131.00
3	First Year Annual Action Plan FY2025	Not To Exceed	\$6,754.00
4	Executive Summary/Report	Not To Exceed	\$3,377.00
GRAND TOTAL			\$33,990.00

TABLE 2: HOURLY RATES

Line Item	Job Title Description	Unit of Measure	Unit Cost
5	Principal	Per Hour	\$220.00
6	Professional Staff	Per Hour	\$220.00
7	Senior Analyst	Per Hour	\$195.00
8	Assistant Analyst	Per Hour	\$120.00
9	Subcontractor	Per Hour	\$120.00
10	Subconsultant	Per Hour	\$225.00
11	Technical Support	Per Hour	\$120.00
12	Administrative Support	Per Hour	\$120.00

TABLE 3: HOURLY RATES CONTINUED

Line Item	Job Title	Unit of Measure	Unit Cost
13		Per Hour	\$120.00
14		Per Hour	\$120.00
15		Per Hour	\$120.00
16		Per Hour	\$120.00
17		Per Hour	\$120.00
18		Per Hour	\$120.00
19		Per Hour	\$120.00
20		Per Hour	\$120.00

TABLE 4: REIMBURSABLE EXPENSES

Line Item	Description	Unit of Measure	Percentage
21	Mileage	Cost Plus Percent	10.1%
22	Subconsultants	Cost Plus Percent	17.9%

TABLE 5: ADDITIONAL REIMBURSABLES

Line Item	Description	Unit of Measure	Unit Cost
23	Reproduction	Each	\$1.00

Schedule 3

Work Schedule

Excerpt from Consultant’s Proposal dated December 19, 2024 (revised), Page 26

Our current workload

Our team is committed to completing this project on time, on budget, and as described in this proposal. The team members identified above have sufficient capacity to give this project the time and attention needed for successful execution and completion. As a matter of practice, we manage our workload to ensure adequate capacity to serve all clients as needed to achieve successful project outcomes. We do not accept more work than we can effectively manage so we can avoid situations where projects compete for resources and we are unable to meet client expectations at any time.

Detailed project timeline

This work plan ensures all tasks and deliverables align with the project's timeline, culminating in the submission of the final 5-Year Consolidated Plan and the 2025 Annual Action Plan to HUD by the May 30, 2025 deadline.

The project plan includes two in-person trips to Pueblo timed to coincide with key public engagement activities and project milestones.

Phase	Start Date	End Date	Duration (Days)
Phase I - Project Organization	February 11, 2025	February 14, 2025	4 days
Phase II - Needs Assessment	February 14, 2025	March 13, 2025	27 days
Phase III - Plan Development	March 14, 2025	May 1, 2025	48 days
Phase IV - Plan Production	May 2, 2025	May 16, 2025	14 days
Total Project Duration	February 11, 2025	May 16, 2025*	94 days

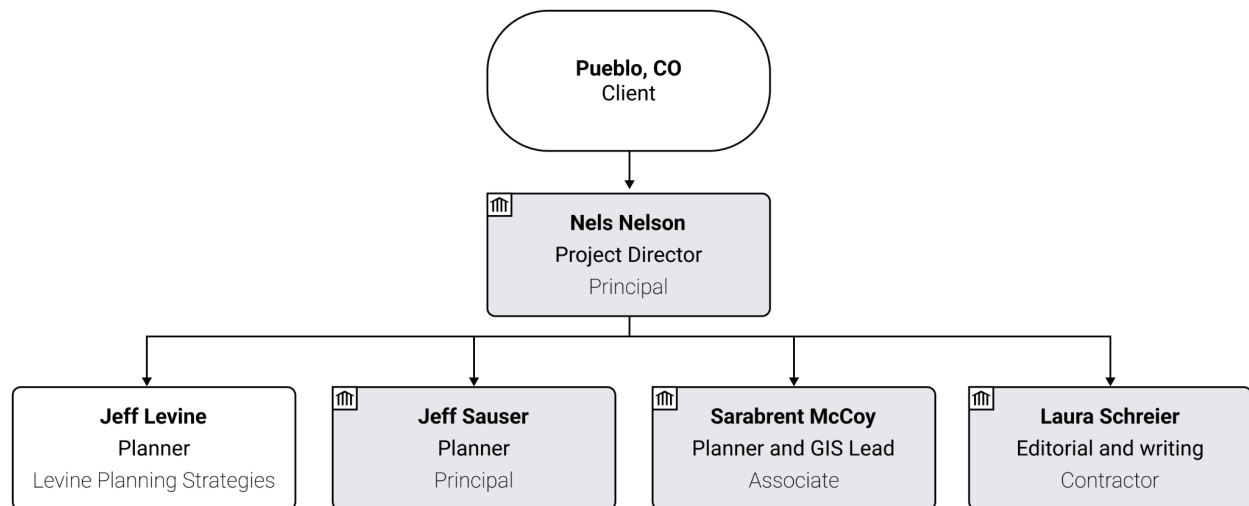
*We have set an internal deadline of May 16 to allow some flexibility before the May 30, 2025 City deadline.

Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated December 19, 2024 (revised), Pages 10-16

Our team



Subconsultant

CommunityScale's response to this RFP includes one subconsultant firm. This firm has collaborated with CommunityScale on several zoning and regulatory projects. Depending on the task item, CommunityScale may request client approval to add this subconsultant to the scope tasks.

Levine Planning Strategies | Subconsultant

Levine Planning Strategies, LLC, is a New England-based firm committed to building communities by using good processes and effective planning tools. Founded in 2019 by Jeff Levine, AICP, Levine Planning Strategies has worked with communities of different sizes on housing, use of redevelopment authority powers, zoning administration and implementation, economic development, and land use.

Team member qualifications

The CommunityScale team will consist of the following team members and project roles for all assignments conducted through this on-call engagement.

Nels Nelson, Project Manager, will be responsible for project management, technical oversight, and client engagement. Co-founding Principal at CommunityScale, he has over 16 years of experience focused on urban planning, zoning, and spatial data analysis. He has a proven track record of working with public agencies, private developers, and community stakeholders to deliver transformative projects.

Jeff Sauser, Technical Lead, will direct the team's analytical tasks, including technical methodologies and documentation. Co-founding Principal at CommunityScale, Jeff has over 15 years experience leading urban design and planning projects for public and private sector clients in complex urban contexts across the country. His work emphasizes the role of housing policy and production in driving economic development progress and creating opportunities for socioeconomic mobility across the community.

Sarabrent McCoy, Planner, will support all project tasks, including analysis, documentation, and engagement. Associate at CommunityScale with over 7 years experience, Sarabrent is specialized in research, data analysis, and visualization for strategic planning processes. She works to establish data-driven observations that help build consensus across stakeholders. She leverages a background in policy and advocacy to deliver insights and designs that are clear, inviting, and actionable.

Laura Schreier, Planner, will support all project tasks, including analysis, research, and crafting communications and reports. An editorial and marketing consultant with 12 years' experience across a range of organizations, Laura specializes in careful research and clear, responsive communications that facilitate coordination and boost the quality of reports, presentations and proposals.

Jeff Levine, owner of Levine Planning Strategies, is consulting for Smart Growth developers and municipalities and teaching the next generation of planners at MIT. Jeff has worked in several different redevelopment authorities and in municipal environments on exciting planning initiatives, including managing the Assembly Square planning process in Somerville, MA from 2000-2004, as a member of the Somerville Redevelopment Authority from 2005-2012, and with the Maine State Redevelopment Land Bank. Jeff also led major development efforts in Portland, ME. CommunityScale team members and Jeff Levine have collaborated on the Malden MBTA Communities zoning Economic Feasibility Assessment as well as several housing studies and the Bayside Master Plan in Portland, Maine.

Staff availability

The team members identified above have sufficient capacity to give this project the time and attention needed for successful execution and completion. We do not take on more work than we can comfortably handle, and we do not change staffing midstream unless absolutely necessary and as approved by the client. Our project manager will maintain this role from start to finish.



Nels Nelson

Project Role

Project Manager

Years of experience

16

Education

Executive Education Certificate, Harvard University Graduate School of Design

Master of Urban Environmental Management, Wageningen University and Research Center

Fulbright Fellow, US State Department, Ethiopia, Africa

Bachelor of Arts, Art and Visual Culture, Bates College

Contact

nels@communityscale.io
[LinkedIn](#)

Select Experience

Zoning recodification, Everett, MA: Complete rezoning of Everett. This effort began in mid-2023 and is expected to be completed by late 2024. With the City of Everett, Massachusetts to adopt a Master Plan Special Permit zoning approval process for a 90-acre district adjacent to Boston in 2024.

Housing Needs Assessment, Alexandria, VA: An extensive housing analysis and needs assessment that provides the analytical foundation for the City's first Housing Master Plan since 2013 and serves as the data source for the City's next Consolidated Plan.

Housing Production Plan, Lancaster, MA: In-depth housing needs assessment, stakeholder interviews, community engagement, and strategies to satisfy the State's reporting requirement.

Housing Needs Assessment and Market Analysis, Fall River, MA: A comprehensive housing market analysis project that is part of the Route 79-Davol Street Corridor Improvements project and master planning process aimed at transforming Fall River's waterfront and housing market.

Rhode Island Municipal Technical Assistance: Housing needs assessments for three Rhode Island communities, each confronting unique market and affordability challenges.

Housing Data Analysis, Northern Kentucky Area Development District: A data-intensive analysis of the region to determine the current and forecasted housing gap based upon real-time data and future employment scenarios.

Zoning recodification, Lynn, MA: Complete rezoning of Lynn. This effort began in late-2023 and is expected to be completed by mid-2025.

Transit-oriented multifamily zoning, Malden, MA: Design and adopt new zoning around subway stations for additional multifamily development, including significant stakeholder engagement.

Housing Data Assessment, Mesquite, TX: Housing data assessment in Mesquite, Texas, including leading a team for spatial analysis, community engagement, and strategy toolkit creation (*project completed while at another firm*).



Jeff Sauser

Project Role

Planner

Years of experience

15

Education

Master of City and Regional Planning,
Georgia Institute of Technology

Master of Architecture, Georgia Institute
of Technology

Bachelor of Arts, Metropolitan Studies,
New York University

Contact

jeff@communityscale.io
[LinkedIn](#)

Select Experience

Housing Needs Assessment, Alexandria, VA: An extensive housing analysis and needs assessment that provides the analytical foundation for the City's first Housing Master Plan since 2013 and serves as the data source for the City's next Consolidated Plan.

Comprehensive Housing Plan, Honolulu, HI: A needs assessment, spatial analysis, and policy study focused on unlocking attainable housing production in the country's most expensive and constrained housing market.

Regional Housing Study, Central Indiana: A comprehensive housing needs assessment for the Central Indiana Metropolitan Area, including county-by-county analysis, extensive stakeholder engagement, and tailored implementation strategies.

Housing Needs Assessment and Action Plan, Middletown, RI: A study designed to inform the comprehensive plan housing element for this community with median home prices nearly five times more expensive than the local median income can afford.

Housing Needs Assessment and Action Plan, Barrington, RI: A study to provide the foundation for the comprehensive plan housing element, helping balance the market pressures of Providence to the north and the coastal communities to the south.

Regional Housing Study, Michiana Area Council of Governments: A detailed housing needs assessment and set of policy recommendations for the counties and municipalities of northern Indiana's South Bend-Elkhart region.

Housing Plan, Greenfield, MA: A plan to measure attainability gaps across the full spectrum of price points and housing typologies to inform the City's plans for increased equity and new growth.

Downtown market study, Providence, RI: A study to inform the housing program for the adaptive reuse of two historic office buildings downtown, including consideration of both conventional and graduate student housing.

Housing Market Analysis, Fall River, MA: A market study to inform the housing development program for the Davol Street Master Plan which aims to transform Fall River's waterfront into a dense, walkable neighborhood.



Sarabrent McCoy

Project Role

Planner

Years of experience

7

Education

Master of City Planning, Massachusetts
Institute of Technology

Bachelor of Arts, Geography; Minor,
History of Art and Architecture,
Middlebury College

Contact

sarabrent@communityscale.io
[LinkedIn](#)

Select Experience

Comprehensive Housing Plan, Honolulu, HI: A needs assessment, spatial analysis, and policy study focused on unlocking attainable housing production in the country's most expensive and constrained housing market.

Housing Plan, Greenfield, MA: A plan to measure attainability gaps across the full spectrum of price points and housing typologies to inform the City's plans for increased equity and new growth.

Housing Needs Assessment, Alexandria, VA: An extensive housing analysis and needs assessment that provides the analytical foundation for the City's first Housing Master Plan since 2013 and serves as the data source for the City's next Consolidated Plan.

Transit-oriented multifamily zoning, Malden, MA: Design and adopt new zoning around subway stations for additional multifamily development, including significant stakeholder engagement.

Regional Housing Study, Michiana Area Council of Governments: A detailed housing needs assessment and set of policy recommendations for the counties and municipalities of northern Indiana's South Bend-Elkhart region.

Zoning recodification, Everett, MA: Complete rezoning of Everett. This effort began in mid-2023 and is expected to be completed by late 2024.

Zoning recodification, Lynn, MA: Complete rezoning of Lynn. This effort began in late-2023 and is expected to be completed by mid-2025.

Housing Needs Assessment and Action Plan, Barrington, RI: A study to provide the foundation for the comprehensive plan housing element, helping balance the market pressures of Providence to the north and the coastal communities to the south.

Transit-oriented multifamily zoning, Dedham, MA: Design and adopt new zoning overlay around the commuter rail station for additional multifamily development.



Laura Schreier

Project Role

Editorial and Writing

Years of experience

12

Education

Bachelor of Journalism, University of Nebraska

Bachelor of English, University of Nebraska

Contact

[LinkedIn](#)

Select Experience

Editorial and marketing consultation: Content creation, including in-depth research, analysis, strategy, creation and promotion for a variety of clients nationwide.

Coordinating institutional communications: Drafting, fact-checking and deploying internal comms across a large online educational organization during a period of transition for the company.

Editorial direction for technology startup: Cross-functional collaboration on product, brand, sales and events marketing materials and case studies for a multinational software company.

Nonprofit event and fundraising promotion: Newsletter and email communications for a local sustainability organization.

In-depth research and writing: Technical and persuasive thought leadership articles on firefighting industry topics for a military & first responder outfitter Propper.

Academic publications copy editing: In-depth edits and proofing for academic research papers on international law as it impacts resource-sharing and environmental sustainability.



Jeff Levine, AICP

Levine Planning Strategies

Project Role

Planner and Strategy Advisor

Education

Masters of Planning (Economic Development), Humphrey Institute of Public Affairs, University of Minnesota

Bachelor of Arts in Public Policy, Departmental Honors, Wesleyan University

Contact

jlevine@levineplans.com

[LinkedIn](#)

Cambridge, MA

Select Experience

HUD Consolidated Plans | Somerville, MA; Brookline, MA; Portland, ME

Housing Needs Plan | Kennebunk, ME: Jeff worked with CommunityScale on a report to profile the community's people and housing stock, establish an approach to meeting projected demand, and recommend strategies for new housing to meet expected need through 2034.

MBTA Communities Multifamily Zoning | Malden, MA: Jeff collaborated with CommunityScale on the Inclusionary Zoning Economic Feasibility Assessment for the MBTA Communities compliance application.

Comprehensive Plans | Hallowell, ME; Freeport, ME; Portland, ME; Brookline, MA

Inclusionary Zoning Feasibility Study | Malden Redevelopment Authority

Housing Study and Policy Development | Bath Housing Development Corporation, ME

Faculty Member | Department of Urban Studies & Planning, MIT: Land Use Planning, Mediation, Housing Policy, Code Development, Strategic Planning, Public Finance, Transportation Policy

Director of Planning & Urban Development | City of Portland, ME: Led a department of 25 staff in urban planning, community development, housing, preservation, inspections and other land use activities in a regional core city. Represent the City in state, regional, and private venues. Worked with the City Manager, Mayor and City Council to advance common core goals.

Director of Planning & Community Development | Town of Brookline, MA: Oversaw Town's land use planning and development office in a community of 60,000 residents, including dense neighborhoods and commercial areas. Led planning team in affordable housing, economic development, comprehensive planning, zoning, and historic preservation activities. Analyzed land use issues and presented recommendations to the Town Boards/Commissions and the public.

Schedule 5

Special Funding Requirements & Additional Funding Requirements for Department of Housing and Citizen Service Projects

Excerpt from Request for Proposal dated November 26, 2024, Section 10

10.1. Special Funding Contract Requirements

For use with FEMA, ARPA, SLFRF, and/or other state and federal grant funds and cooperative agreements.

This bid attachment shall be added to all City bid projects with the potential utilization of federal or state fund projects (including projects utilizing FEMA, ARPA, SLFRF, or grant funds). The following clauses mirror the Federal Required Contract Provisions available at www.fema.gov/procurement-disaster-assistance-team.

A. Definitions

1. Agreement: For the purposes of this bid and/or project, agreement shall indicate a contract between City and Contractor.
2. Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.
3. Contract: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

B. Notice

1. The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.
2. Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or debarment by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689). It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations, etc. Failure to adhere to these and all other project requirements may mean suspension or debarment (see section below).

3. As indicated in each Section, some clauses determined nonapplicable for this project may be removed.

10.2. Termination for Cause and Convenience

Applicable to all contracts/agreements in excess of \$10,000; 2 CFR, Part 200, Appendix II(B)

- A. Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed above and may immediately terminate the agreement upon written notice to Contractor.
- B. Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.
- C. Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

10.3. Equal Employment Opportunity

This section is required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(C)

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. 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.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding

upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

1. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.4. Rights to Inventions Made Under a Contract/Agreement

Applicable to contracts for performance of experimental, developmental, or research work; 2 CFR, Part 220, Appendix II(F)

If the Contractor qualifies as a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the federal funding contract, the Contractor 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."

10.5. Debarment and Suspension

Required for all federal, state, grant, and cooperative agreement programs; 2 CFR, Part 200, Appendix II(H)

- A. This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).
- B. The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10.6. Byrd Anti-lobbying Amendment

Award of \$100,000 or more; 2 CFR, Part 200,

Contractors must sign and submit to the City the Byrd Anti-lobbying Amendment Certification. Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

10.7. Procurement of Recovered Materials

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(J)

- A. 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:
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - 2. Meeting contract performance requirements.
 - 3. At a reasonable price.
- B. 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>.
- C. 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.

10.8. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Required for all federal grant and cooperative agreement programs used to purchase telecommunications and video surveillance services or equipment; 2 CFR, Part 200, Appendix II(K)

The Contractor and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

10.9. Domestic Preferences for Procurement

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(L)

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.

10.10. Access to Records

This section from Recommended Contract Provision No. 1; Required for all City federally funded projects

- A. 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.
- B. 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.
- C. 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.

10.11. Changes

This section from Recommended Contract Provision No. 2; Required for all City federally funded projects

- A. 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.
- B. 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.

10.12. Department of Homeland Security Seal, Logo, and Flags

This section from Recommended Contract Provision No. 3; Required for all City federally funded projects

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal fund and or grant administrator approval.

10.13. Compliance with Federal Law, Regulations, and Executive Orders

This section from Recommended Contract Provision No. 4; Required for all City federally funded projects

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

10.14. No Obligation by Federal Government

This section from Recommended Contract Provision No. 5; Required for all City federally funded projects

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.

10.15. Fraud and False or Fraudulent or Related Acts

This section from Recommended Contract Provision No. 6; Required for all City federally funded projects

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.

10.16. Additional Funding Requirements for Department of Housing and Citizen Service Projects

Based on the funding source for this project, the Consultant must agree to all items on the CERTIFICATIONS REQUIRED FOR DEPARTMENT OF HOUSING AND CITIZEN SERVICE PROJECTS form provided in the [VENDOR QUESTIONNAIRE](#).

Additional Information for Agreement

Proposer's Agreement to Special Funding Requirements

System for Award Management (SAM.gov) Registration

State of Colorado Certificate of Good Standing - to be added prior to signature

Affirmative Action Plan

PERA Questionnaire - to be added prior to signature

Insurance Certificate(s) - to be added prior to signature

24-142 Consultant for Preparation of 2025-2029 Consolidated Plan

CERTIFICATIONS REQUIRED FOR DEPARTMENT OF HOUSING AND CITIZEN SERVICE PROJECTS

Subrecipient ("Consultant") hereby certifies that the grant will be conducted and administered in compliance with:

- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
- (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
- (3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
- (4) Section 3 of the Housing and Urban Development Act of 1968, as amended;
- (5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
- (6) Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
- (7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
- (8) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
- (12) The applicable regulations, policies, guidelines and requirements of 2 CFR 200 as they relate to the acceptance and use of federal funds under this federally assisted program;
- (25) No CDBG funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

(Sections 9-11 and 13-24 were determined not applicable for this project.)

Company Name: CommunityScale

Authorized Signature:  Date: 2024-12-18

Signer's Printed Name/Title: Nels Nelson, Principal

**CERTIFICATION REGARDING
BYRD ANTI-LOBBYING**

Award of \$100,00 or more; 2 CFR, Part 200, Appendix II(I)

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

1. 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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.

The Contractor signed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False claims and Statements, apply to this certification and disclosure, if any.

Contractor Company Name: CommunityScale

Signature: 

Date: 2024-12-18

Printed Name/Title: Nels Nelson, Principal



COMMUNITYSCALE LLC

REVIEWED

By GarciaCh at 11:20 am, Dec 30, 2024

Unique Entity ID WTC6ZA5VKUA6	CAGE / NCAGE 0Q9T3	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 23, 2025	
Physical Address 61 James ST Greenfield, Massachusetts 01301-3607 United States	Mailing Address 61 James ST Greenfield, Massachusetts 01301-3607 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Massachusetts 02	State / Country of Incorporation Massachusetts / United States	URL communityscale.io

Registration Dates

Activation Date Dec 27, 2024	Submission Date Dec 23, 2024	Initial Registration Date Dec 23, 2024
--	--	--

Entity Dates

Entity Start Date Oct 2, 2023	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 Partnership or Limited Liability Partnership	Entity Type Business or Organization	Organization Factors (blank)
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 0Q9T3

Points of Contact

Electronic Business

 Jeff Sauser	61 James Street Greenfield, Massachusetts 01301 United States
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Government Business

 Jeff Sauser	61 James Street Greenfield, Massachusetts 01301 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541690	Other Scientific And Technical Consulting Services
	541611	Administrative Management And General Management Consulting Services

Disaster Response

This entity does not appear in the disaster response registry.



January 27, 2025

AFFIRMATIVE ACTION PLAN

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

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

Sincerely,

Signature

Nels Nelson

Printed Name

Managing Member (Principal)

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

January 27, 2025

Date



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 10, 2025

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 AMENDING THE LEGISLATIVE PROCEDURES AND RULES OF THE PUEBLO CITY COUNCIL BY CREATING A PROCEDURE FOR RESCHEDULING CITY COUNCIL MEETINGS THAT FALL ON A CITY HOLIDAY.

SUMMARY:

This Resolution approves an amendment to the Pueblo Municipal Code, Appendix A, creating a procedure for automatically rescheduling City Council meetings that fall on a City holiday.

PREVIOUS COUNCIL ACTION:

Previously, yearly resolutions have been introduced to individually move each City Council meeting to the Tuesday following a holiday.

BACKGROUND:

As City Council meetings are scheduled for the second and forth Monday of each month, inevitably they fall on City holidays. As City Council meetings cannot be canceled, they are regularly moved to the Tuesday following the holiday. This Resolution will allow this rescheduling to occur automatically instead of necessitating staff to write a yearly resolution to move each meeting individually.

FINANCIAL IMPLICATIONS:

None; there will be some staff time savings.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

The City Council could not adopt this written policy and continue current procedures.

RECOMMENDATION:

Passage of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION AMENDING THE LEGISLATIVE PROCEDURES AND RULES OF THE PUEBLO CITY COUNCIL BY CREATING A PROCEDURE FOR RESCHEDULING CITY COUNCIL MEETINGS THAT FALL ON A CITY HOLIDAY.

WHEREAS, City Council desires to amend the Legislative Procedures and Rules of Council to allow for the creation of a procedure for rescheduling City Council meetings that fall upon a City holiday; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Legislative Procedures and Rules of Council is amended as follows:

37. Procedure for rescheduling City Council meetings that fall upon a City holiday

Should a regularly-scheduled City Council meeting occur on a day that is part of the City-approved holiday schedule, the City Council meeting shall automatically be rescheduled for the Tuesday directly following said holiday.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: February 10, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 10, 2025

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 CRIMINAL JUSTICE RECORDS, *NUNC PRO TUNC*

SUMMARY:

Attached is a Resolution adopting updated procedures for the research, retrieval and copying of criminal justice records as required by Colorado Law.

PREVIOUS COUNCIL ACTION:

On July 22, 2024, the City Council passed and approved Resolution 15699 rescinding Resolution 14455 *inter alia* and adopting updated governing rules to access to public records in accordance with state law.

BACKGROUND:

The City's current fees are set by Resolution No. 15699. This Resolution will correct a Scrivener's error in Resolution No. 15699 and the accompanying "City of Pueblo Colorado Criminal Justice Records Act Rules" to set the fees for research and retrieval of public records and criminal justice records to \$41.37 per hour.

FINANCIAL IMPLICATIONS:

Criminal Justice Records: 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 Resolution 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. City of Pueblo Colorado Criminal Justice Records Act Rules

RESOLUTION NO.

A RESOLUTION ADOPTING NEW POLICIES AND
PROCEDURES FOR RESEARCH, RETRIEVAL, AND COPYING
OF CRIMINAL JUSTICE RECORDS, *NUNC PRO TUNC*

WHEREAS, sections 24-72-301 *et seq.*, of the Colorado Revised Statutes authorize the City to adopt rules concerning the inspection of criminal justice records and set fees for research and retrieval of those records; and

WHEREAS, this Resolution will correct a Scrivener's error in Resolution 15699 to charge \$41.37 per hour for such services, *nunc pro tunc*, to be dated July 22, 2024; NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

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, *nunc pro tunc*, July 22, 2024.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: February 10, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

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 \$41.37 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 \$41.37 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: February 10, 2025

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 SEAN CONVERLY TO THE MECHANICAL BOARD OF APPEALS - ENGINEER POSITION

SUMMARY:

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

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Mechanical Boards 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 joint vacancy for an engineer on the Mechanical Board of Appeals. During the PACOG meeting on January 23, 2025, the BOCC and City Council members reviewed the applications and appointed Sean Convery to the Mechanical Board of Appeals.

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.

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT
OF SEAN CONVERY TO THE MECHANICAL BOARD OF
APPEALS - ENGINEER POSITION

WHEREAS, PACOG duly convened and appointed Sean Convery to complete a three-year term on the Mechanical Board of Appeals expiring on July 1, 2025; 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 joint appointment of Sean Convery to the Mechanical Board of Appeals in the Engineer position to complete a three-year term expiring July 1, 2025, shall be and hereby is ratified.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: February 10, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 10, 2025

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 DANIEL HAAS TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

SUMMARY:

This resolution ratifies the joint City-County appointment of a member to serve on the Community Services Advisory Commission (CSAC).

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Community Services Advisory Commission (CSAC) are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There is a joint vacancy on the Community Services Advisory Commission (CSAC). During the PACOG meeting on January 23, 2025, the BOCC and City Council members reviewed the applications and appointed Daniel Haas to the Community Services Advisory Commission (CSAC).

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.

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT
OF DANIEL HAAS TO THE COMMUNITY SERVICES ADVISORY
COMMISSION (CSAC)

WHEREAS, PACOG duly convened and appointed Daniel Haas to complete a four-year term on the Community Services Advisory Commission (CSAC) expiring on April 30, 2028; 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 joint appointment of Daniel Haas to the Community Services Advisory Commission (CSAC) to complete a four-year term expiring April 30, 2028, 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: February 10, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 10, 2025

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 THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT BRO M086-079 (22616) FOR THE MEL HARMON BRIDGE OVERLAY AND REHABILITATION PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$797,179 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the 1st Amendment of an Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Mel Harmon Drive Bridge Overlay and Rehabilitation Project, and budgets and appropriates funds in the amount of an additional \$797,179.

PREVIOUS COUNCIL ACTION:

Ordinance 9205 (November 27, 2017) adopted the City of Pueblo 2018 Budget, which budgeted \$150,000 for this project (HU1802).

Ordinance 9373 (November 26, 2018) adopted the City of Pueblo 2019 Budget, which budgeted an additional \$300,000 for the same project.

Ordinance 9618, (December 26, 2019) approved an intergovernmental agreement between the City of Pueblo and the State of Colorado, accepted grant funds from FHWA and budgeted and appropriated funds in the amount of \$418,701.00 with a local match of \$104,675.

BACKGROUND:

The Mel Harmon Drive Bridge was constructed in 1976. It spans Pueblo Mall Drive and Union Pacific Railroad Tracks. Recent Bridge Inspection Reports have recommended that rehabilitation shall include the following tasks to preserve the structure: resurface the bridge deck, address settlement issues/mud jack slope pavement, remove and replace noncompliant bridge railing, modify approach rails, remove and replace damaged curb and gutter and sidewalk, remove vegetation, etc.

In 2018, the City was awarded a grant from the FHWA in the amount of \$418,701 to aid in the rehabilitation of this bridge. The source of the funds that were budgeted and appropriated in the 2018 and 2019 City of Pueblo annual budget is the FASTER Bill portion of the City's Highway User Tax Fund (HUTF).

This Ordinance approves the 1st Amendment to the Intergovernmental Agreement originally effective on January 29, 2020, between the City and CDOT. This amendment is due to the addition of funds in the amount of \$797,179 due to the engineers estimate exceeding the amount of funding available.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$797,179 shall be budgeted and appropriated for Project HU1802 Mel Harmon Drive Bridge Overlay and Rehabilitation from the additional funding from the State of Colorado grant.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance would deny the additional funding from the State of Colorado.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Complete Draft AM1 Pueblo (22616) 3331002042 Jan 22 2025
2. GRANT CERTIFICATION

ORDINANCE NO.

AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT BRO M086-079 (22616) FOR THE MEL HARMON BRIDGE OVERLAY AND REHABILITATION PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$797,179 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The 1st Amendment to the Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation, and State of Colorado, acting by and through the Colorado Department of Transportation (CDOT), Project: BRO M086-079 (22616), Mel Harmon Drive Bridge Overlay and Rehabilitation, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the IGA 1st Amendment 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.

Subject to encumbrances by the Colorado State Department of Transportation, funds from the Mel Harmon Drive Bridge Overlay and Rehabilitation (22616) in the amount of \$797,179 are hereby budgeted and appropriated for the Mel Harmon Drive Bridge Overlay and Rehabilitation No. HU1802.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

STATE OF COLORADO AMENDMENT

Amendment #: 1

Project #: BRO M086-079 (22616)

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		Amendment Routing Number 20-HA2-XC-00047-M0002
Local Agency CITY OF PUEBLO		Original Agreement Routing Number 20-HA2-XC-00047
Agreement Maximum Amount	\$1,519,850.00	Agreement Performance Beginning Date January 29, 2020
		Initial Agreement expiration date January 28, 2030

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Keith Stefanik, P.E., Chief Engineer Date: _____	
LOCAL AGENCY CITY OF PUEBLO _____ Heather Graham, Mayor Date: _____	SECOND LOCAL AGENCY SIGNATURE, IF NEEDED CITY OF PUEBLO Attest: _____ Marisa Stoller, City Clerk Date: _____

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Amendment Effective Date: _____
--

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The Parties entered into this agreement for the Mel Harmon Bridge Rehab project. Now the parties wish to increase funding from \$523,376.00 to \$1,519,850.00.

5) MODIFICATIONS

- a) Increase funding from \$523,376.00 to \$1,519,850.00.
- b) Exhibit C shall be replaced by the attached Exhibit C-1. Any reference in the Agreement to Exhibit C shall be a reference to Exhibit C-1.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT C-1 - FUNDING PROVISIONS**City of Pueblo - BRO M086-079 (22616)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost of the Work to be \$1,519,850.00, which is to be funded as follows:

1. FUNDING		
a.	Federal Funds (80% of BRO Award)	\$1,215,880.00
b.	Local Agency Funds (20% of BRO Award)	\$303,970.00
TOTAL FUNDS ALL SOURCES		\$1,519,850.00
2. OMB UNIFORM GUIDANCE		
a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	NJK3BNUDRHJ7
d.	Assistance Listing # Highway Planning and Construction	ALN 20.205
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	\$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	\$0.00
3. ESTIMATED PAYMENT TO LOCAL AGENCY		
a.	Federal Funds Budgeted	\$1,215,880.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY		\$1,215,880.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY		\$303,970.00
TOTAL PROJECT ESTIMATED FUNDING		\$1,519,850.00
4. FOR CDOT ENCUMBRANCE PURPOSES		
a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	\$1,519,850.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS		\$1,519,850.00

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

WBS Element 22616.10.30	Performance Period Start*/End Date TBD-TBD	Design 3020	\$0.00
WBS Element 22616.20.10	Performance Period Start*/End Date TBD-TBD	Const. 3301	\$0.00

*The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 80% federal funds to 20% Local Agency funds, and this ratio applies only to the \$1,519,850.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$1,519,850.00, and

additional federal 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 \$1,519,850.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1. This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$1,215,880.00. For CDOT accounting purposes, the federal funds of \$1,215,880.00 and the Local Agency funds of \$303,970.00 will be encumbered for a total encumbrance of \$1,519,850.00. The total budget of this funding source is \$1,519,850.00, 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 that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of \$750,000 or more-Highway Funds Only

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of \$750,000 or more-Multiple Funding Sources

If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

GRANT CERTIFICATION

To: Mark Aliff, President of the City Council
Heather Graham, Mayor

Re: Mel Harmon Drive Bridge Overlay and Rehabilitation_____

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

By: Kelly Grisham_____

Date 1/29/25_____

Name (print): Kelly Grisham_____

Title: Project Coordinator_____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 10, 2025

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 AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, COLORADO ENERGY OFFICE, PROVIDING GRANT FUNDING TO THE CITY IN THE AMOUNT OF \$270,000, AND ESTABLISHING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$90,000 TO EACH OF THE FOLLOWING THREE PROJECTS: PROJECT CI2451 - GEOTHERMAL GRANT FIRE STATION 6, PROJECT CI2452 - GEOTHERMAL GRANT FIRE STATION 8, AND PROJECT CI2453- GEOTHERMAL GRANT FIRE STATION 11

SUMMARY:

This Ordinance creates three projects; Project Account CI2451 for Geothermal Grant Fire Station 6, Project Account CI2452 for Geothermal Grant Fire Station 8 and Project Account CI2453 for Geothermal Grant Fire Station 11, approves an Intergovernmental Agreements ("IGA") between Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Energy Office ("CEO") relating to Geothermal Energy Grant Program, accepts the grant and budgets and appropriates funds in the amount of \$90,000 for each fire station, totaling \$270,000 for the Project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance establishes projects for each of the Geothermal Grants from the Colorado Energy Office, accepts the grant and approves the grant agreement between the City and CEO.

The City submitted a Geothermal Energy Grant Program grant for improvements to

each of the three new fire stations that the City is currently constructing. The City of Pueblo and the City of Pueblo Fire Department have committed to electrification in the construction of the three new fire stations. To reduce potential grid impacts and to improve winter resiliency, we are leveraging geothermal resources. The design process included evaluation of several design alternatives prior to the present focus on geothermal energy and a geoexchange system. In addition, we completed a geothermal test well to validate the suitability of these sites for geoexchange. The geothermal systems are coupled with high efficiency VRF and ERV HVAC systems within the fire houses along with high efficiency lighting and building envelope.

FINANCIAL IMPLICATIONS:

Match funds are not required.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Without the funds from the Geothermal Grant Program, the City would be required to pay for the full amount of the geothermal improvements.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. CEO IntergovernmentalGrantAgreement_City of Pueblo 1.23
2. GRANT CERTIFICATION

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 STATE OF COLORADO, COLORADO ENERGY OFFICE, PROVIDING GRANT FUNDING TO THE CITY IN THE AMOUNT OF \$270,000, AND ESTABLISHING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$90,000 TO EACH OF THE FOLLOWING THREE PROJECTS: PROJECT CI2451 - GEOTHERMAL GRANT FIRE STATION 6, PROJECT CI2452 - GEOTHERMAL GRANT FIRE STATION 8, AND PROJECT CI2453- GEOTHERMAL GRANT FIRE STATION 11

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

SECTION 1.

Project Account CI2451, Geothermal Grant Fire Station 6, is hereby established.

SECTION 2.

Project Account CI2452, Geothermal Grant Fire Station 8, is hereby established.

SECTION 3.

Project Account CI2453, Geothermal Grant Fire Station 11, is hereby established.

SECTION 4.

The Intergovernmental Agreement ("IGA") between the City of Pueblo ("City"), a Colorado Municipal Corporation, and the State of Colorado, Colorado Energy Office ("CEO"), Geothermal Energy Grant Program, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 5.

Subject to encumbrances by the Colorado Energy Office, funds from the Geothermal Energy Grant Program in the amount of \$90,000 are hereby budgeted and appropriated for the Geothermal Grant Fire Station No. 6, Project Account No. CI2451.

SECTION 6.

Subject to encumbrances by the Colorado Energy Office, funds from the Geothermal Energy Grant Program in the amount of \$90,000 are hereby budgeted and appropriated for the Geothermal Grant Fire Station No. 8, Project Account No. CI2452.

SECTION 7.

Subject to encumbrances by the Colorado Energy Office, funds from the Geothermal Energy Grant Program in the amount of \$90,000 are hereby budgeted and appropriated for the Geothermal Grant Fire Station No. 11, Project Account No. CI2453.

SECTION 8.

The Mayor is authorized to execute and deliver the IGAs 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 9.

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

SECTION 10.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

State of Colorado Intergovernmental Grant Agreement

Cover Page

State Agency

Colorado Energy Office

Grantee

City of Pueblo

Grant Amount

State Fiscal Year 2025 \$270,000.00

State Fiscal Year 2026 Any unspent
funds from SFY25

Total for all State Fiscal Years \$270,000.00

Grant Issuance Date

The Effective Date

Grant Expiration Date

November 30, 2025

Fund Expenditure End Date

November 30, 2025

Agreement Authority -

Authority to enter into this Agreement exists in CRS §24-38.5-101, et seq., and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment under HB-22-1381.

Grant Purpose

The purpose of this Agreement is to provide grant funding to Grantee to support its Geothermal Electricity Generation project. Grantee was awarded as result of the competitive Single Structure Geothermal Energy Grant Program Request for Applications (RFA) released on November 14, 2023

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Project Budget and Payment Conditions.
3. Exhibit C, Sample Option Letter.

In the event of a conflict of inconsistency between this Agreement 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 Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Statement of Work.
4. Exhibit B, Project Budget and Payment Conditions.
5. Exhibit C, Sample Option Letter.

Principal Representatives

For the State:

Lille Haecker

Colorado Energy Office

1600 Broadway Street

Suite 1960

Denver, CO, 80202

Lille.haecker@state.co.us

For Grantee:

Kelly Grisham

City of Pueblo

PO Box 1427

Pueblo, CO, 81002

kgrisham@pueblo.us

Signature Page

The Parties hereto have executed this agreement

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

Grantee
City of Pueblo

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Energy Office

By: [Name & Title of Person Signing for
Grantee]

By: Dominique Gomez, Deputy Director

Date: _____

Date: _____

In accordance with §24-30-202,
C.R.S., this Agreement is not valid
until signed and dated below by the
State Controller or an authorized
delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Jonathon Bray, Controller, Office
of the Governor

Effective Date:_____

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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.

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. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. **“Budget”** means the budget for the Work described in Exhibit B.
- D. **“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.
- E. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- F. **“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.
- G. **“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.
- H. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- I. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- J. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- K. **“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

- L. **“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.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- N. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- O. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- P. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- Q. **“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.
- R. **“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, 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.

- S. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- T. **“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.
- U. **“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.
- V. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- W. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- X. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this 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.

B. Matching Funds

Grantee shall provide Matching Funds as described in Exhibit B. Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Match Funds to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

C. 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).

D. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this 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.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. 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.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this 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.

9. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State’s interests and absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “GIA”). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in §12 for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this

agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

I. Termination for Breach

In the event of grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee

shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B.**

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

II. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance

schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the state in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-

through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. Dispute Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. 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.

15. 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.

16. 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 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.

17. 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. Grantee 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. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

18. 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 Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Agreement 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 Parties, 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 Parties risk management statutes, §§24-30-1501, *et seq.* C.R.S. 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.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee 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.

I. Geothermal Energy Grant Program Description

The Geothermal Energy Grant Program (GEGP) is authorized by House Bill 22-1381 to create grants that support the use of low- or zero-emission, geothermal energy for electricity generation and space/water heating and cooling in homes, businesses, and communities. There are three sub-grants offered under GEGP: the single-structure geothermal grant, the community district heating/thermal energy network grant, and the geothermal electricity generation grant.

As part of GEGP, the CEO requested an initial round of grant applications for the implementation of the following project types:

- **Single-Structure Geothermal**, which is intended for the installation of geothermal loop systems or ground-source heat pumps within groups of non-networked individual single-family residential buildings, individual multifamily residential buildings, or individual nonresidential buildings.
- **Community District Heating/Thermal Energy Network**, which is intended for projects constructing ground-source, water-source, or multi-source thermal systems that serve more than one building.
- **Geothermal Electricity Generation**, which supports the development of geothermal electricity generation projects. Eligible studies and projects for this grant fit into three separate phases: studies to identify and explore resources, drilling and testing studies, and project generation site development.

This project award is for the Single-Structure Geothermal Request for Application released on November 14, 2023.

II. Project Description

Project Title:

1. Pueblo Fire station #6 Geothermal
2. Pueblo Fire station #8 Geothermal
3. Pueblo Fire station #11 Geothermal

Grantee Name: City of Pueblo

Project Location:

- 1. Fire station #6: 111 Victory Lane Pueblo, Colorado 81001
- 2. Fire station #8: 4405 Jerry Murphy Road Pueblo, Colorado 81001
- 3. Fire station #11: 3205 West 24th Street Pueblo, Colorado 81003

Project Period:

- 1. Fire station #6: {Grant Agreement Effective Date} to June 2025
- 2. Fire station #8: {Grant Agreement Effective Date} to May 2025
- 3. Fire station #11: {Grant Agreement Effective Date} to May 2025

1. Fire station #6
Project Overview

The Fire Station #6 project replaces the existing Fire Station #6 facility serving the east side of Pueblo. The project seeks to sustainably improve response times and firefighter safety. The City of Pueblo has a commitment to sustainability including an active climate action effort. The City of Pueblo is experiencing growth and has funded the design and construction of several new fire stations to support this growth. The City of Pueblo and the City of Pueblo Fire Department has committed to electrification in the construction of this fire station. The climate in Pueblo results in decreased performance of air source heat pumps at winter temperatures. To reduce potential grid impact and to improve winter resiliency, we are seeking to leverage geothermal resources. Grantee’s design process included evaluation of several design alternatives prior to its present focus on geothermal energy and a geoexchange system. In addition, we have completed a geothermal test well to validate the suitability of this site for geoexchange. The geothermal system would be coupled with high efficiency VRF and ERV HVAC systems within the fire house along with high efficiency lighting and building envelope. The fire houses are to be located in Pueblo, Colorado with approximately 13,500 square feet per building.

Project Objectives

- Achieve improvement in firefighter safety and reduction in response times through construction of a new facility. Such improvements to be achieved once project is fully operational.
- Implement electrification through construction of a geothermal HVAC system that does not require fossil fuels by the time of project commissioning.

Project Team

Key Personnel	Role	Qualification	Experience
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City of Pueblo Fire Department	Operation of Fire Departments	Owner	N.A.
City of Pueblo Public Works	Facilities and Project Management	Owner	N.A.
City of Pueblo	Project and financial support	Owner	N.A.
Dunakilly	Owner's Representative	Project Managing Firm	Construction management and fire station
Allred & Associates	Architect	Licensed Architectural and Design Firm	Architect and Project Design
Farris Engineering	Engineer	Licensed Engineering and Designer of Record	MEP Design
Mead & Hunt	Engineer	Compliance Firm	Net Zero/Sustainability
Nunn Construction	Contractor	Licensed General Contractor	Fire Station Construction

2. Fire station #8 Project Overview

The Fire Station #8 project replaces the existing Fire Station #8 facility serving the Belmont neighborhood. The project seeks to sustainably improve response times and firefighter safety. The City of Pueblo has a commitment to sustainability including an active climate action effort. The City of Pueblo is experiencing growth and has funded the design and construction of several new fire stations to support this growth. The City of Pueblo and the City of Pueblo Fire Department has committed to electrification in the construction of this fire station. The climate in Pueblo results in decreased performance of air source heat pumps at winter temperatures. To reduce potential grid impact and to improve winter resiliency, we are seeking to leverage geothermal resources. Grantee's design process included evaluation of several design alternatives prior to our present focus on geothermal energy and a

geoexchange system. In addition, Grantee has completed a geothermal test well to validate the suitability of this site for geoexchange. The geothermal system would be coupled with high efficiency VRF and ERV HVAC systems within the fire house along with high efficiency lighting and building envelope. The fire houses are to be located in Pueblo, Colorado with approximately 13,500 square feet per building.

Project Objectives

- Achieve improvement in firefighter safety and reduction in response times through construction of a new facility. Such improvements to be achieved once project is fully operational.
- Implement electrification through construction of a geothermal HVAC system that does not require fossil fuels by the time of project commissioning.

Project Team

Key Personnel	Role	Qualification	Experience
City of Pueblo Fire Department	Operation of Fire Departments	Owner	N.A.
City of Pueblo Public Works	Facilities and Project Management	Owner	N.A.
City of Pueblo	Project and financial support	Owner	N.A.
Dunakilly	Owner's Representative	Project Managing Firm	Construction management and fire station
Allred & Associates	Architect	Licensed Architectural and Design Firm	Architect and Project Design
Farris Engineering	Engineer	Licensed Engineering and Designer of Record	MEP Design

Mead & Hunt	Engineer	Compliance Firm	Net Zero/Sustainability
Nunn Construction	Contractor	Licensed General Contractor	Fire Station Construction

3. Fire station #11

Project Overview

The Fire Station #11 is a new fire station supporting the growth of the City of Pueblo. The project seeks to sustainably improve response times and firefighter safety. The City of Pueblo has a commitment to sustainability including an active climate action effort. The City of Pueblo is experiencing growth and has funded the design and construction of several new fire stations to support this growth. The City of Pueblo and the City of Pueblo Fire Department has committed to electrification in the construction of this fire station. The climate in Pueblo results in decreased performance of air source heat pumps at winter temperatures. To reduce potential grid impact and to improve winter resiliency, we are seeking to leverage geothermal resources. Grantee's design process included evaluation of several design alternatives prior to its present focus on geothermal energy and a geoexchange system. In addition, we have completed a geothermal test well to validate the suitability of this site for geoexchange. The geothermal system would be coupled with high efficiency VRF and ERV HVAC systems within the fire house along with high efficiency lighting and building envelope. The fire houses are to be located in Pueblo, Colorado with approximately 13,500 square feet per building

Project Objectives

- Achieve improvement in firefighter safety and reduction in response times through construction of a new facility. Such improvements to be achieved once project is fully operational.
- Implement electrification through construction of a geothermal HVAC system that does not require fossil fuels by the time of project commissioning.

Project Team

Key Personnel	Role	Qualification	Experience
---------------	------	---------------	------------

City of Pueblo Fire Department	Operation of Fire Departments	Owner	N.A.
City of Pueblo Public Works	Facilities and Project Management	Owner	N.A.
City of Pueblo	Project and financial support	Owner	N.A.
Dunakilly	Owner's Representative	Project Managing Firm	Construction management and fire station
Allred & Associates	Architect	Licensed Architectural and Design Firm	Architect and Project Design
Farris Engineering	Engineer	Licensed Engineering and Designer of Record	MEP Design
Mead & Hunt	Engineer	Compliance Firm	Net Zero/Sustainability
Nunn Construction	Contractor	Licensed General Contractor	Fire Station Construction

III. Grantee Tasks, Deliverables and Timeline

The following tasks outline the mandatory conditions for grant approval, detailing the specific requirements and expectations for the Grantee. Compliance with these tasks, associated deliverables, and stipulated timelines is essential for the Grantee to maintain eligibility for the grant and to receive reimbursement for the project. The Grantee is therefore obligated to execute the outlined work tasks and submit the corresponding deliverables to the CEO within the prescribed deadlines. ***Failure to meet the specified tasks, deliverables, and timelines may result in the suspension or termination of grant funding.***

State Accessibility Requirements

Any work product deliverables must comply with the [State of Colorado accessibility technical standards](#) to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines, currently WCAG 2.1.

The State may require that compliance to the State's accessibility standards for any work product be determined by a third party selected by the State.

Please refer to the [Vendor Accessibility Guide](#) for more information on the State's accessibility requirements.

Task 1. Grant Administration

Task 1.1 Kick-off Meeting

A kick-off meeting led by the Grantee with the CEO will be held within 2 weeks and no later than 45 days of Grant Agreement execution and will establish the expectations of Grantee for implementing this Agreement. The meeting shall include, but not be limited to, a review of the project implementation timeline Grantee's strategy to implement the project and associated deliverables, and a review of this Agreement to ensure clear understanding of expectations.

Deliverable(s): PowerPoint slides containing the project timeline, implementation strategy and associated deliverables. Other meeting materials developed as appropriate.

Deadline: Within 45 days of Grant Agreement execution unless otherwise agreed upon in writing by both parties

Task 1.2 Quarterly Project Update Meetings

The Grantee shall conduct quarterly (State Fiscal Year) project update meetings with the CEO virtually. The Grantee shall be responsible for ensuring that all relevant staff attend meetings. Meeting agenda must be submitted by Grantee to CEO one week prior to the scheduled meeting. At a minimum, these meetings will include updates on relevant project tasks, the project timeline, challenges and barriers the Grantee is encountering, and any decisions or guidance needed from CEO. Additionally, these meetings may include identifying any needed modifications to the tasks, implementation timeline, or budget. CEO Program Manager may choose to cancel any such meeting when deemed appropriate and if agreed upon by Grantee. CEO would provide a meeting cancellation notice via email to Grantee.

Deliverable(s): PowerPoint slides, an updated project timeline, any other meeting materials developed

Deadline: Materials provided one week prior to quarterly meeting

Task 1.3 Quarterly Progress Reports

The Grantee will be subject to progress reporting on a state fiscal year quarterly basis. The fourth quarterly report should also include an annual summary of key accomplishments from the past year, including project completion final reporting requirements. Reporting requirements vary by project funding type, and each Grantee will receive a reporting template and specific requirements after grant agreement execution. Please note that Grantee will be subject to the reporting requirements for their specific project. At any time, the CEO may determine that additional application or reporting information is required and reserves the right to amend grant conditions without penalty in coordination with the Grantee. The Grantee will be subject to quarterly performance reporting. Reports shall include:

- **Financial / Expenditure:** Tracking of grant-related expenses for the quarter (paid and unpaid by Grantee) and eligible expenditures expensed to date by Grantee or matching funding source (if applicable). Expenses must match the associated budget line item outlined in Exhibit B.
- **Programmatic:** Grantee must submit a Research Performance Progress Report narrative that includes accomplishments, work products, participating collaborators, and any changes or problems.

Deliverable(s): Quarterly progress report with financial/expenditure tracking and programmatic narrative update

Deadline: Submitted on or before the final business day of each quarter (State Fiscal Year)

Task 1.4 Payment Requests/Reimbursements

Grantee shall submit a monthly invoice and report using a CEO-provided template to summarize work for the previous month, including but not limited to: Project status, description of deliverables and tasks completed during the reporting period, budget spent and remaining by task, project findings, unanticipated outcomes and roadblocks, and next steps in the project. If work is behind schedule, a summary of reasons for the delay and a plan of action to bring back on schedule is required. An invoice for eligible expenses should be included with each monthly report. Expenditures eligible for reimbursement must be incurred on, or after, the date the grant agreement was formally executed and before its end date. Additionally, reimbursement requests shall break out eligible expenditures that can be matched against the project as detailed in the budget agreement. The Grantee is responsible for submitting a finance/expenditure packet when submitting a payment request to include the following applicable components:

As applicable to the project type:

- **Receipts:** Legible copies of all sales invoices/receipts for an eligible project expense showing the purchase price and amount paid by the Grantee. As applicable, these receipts should reflect associated labor costs, equipment, number of units purchased, or model and serial numbers from the equipment.
- **Invoice:** A formal invoice to CEO seeking reimbursement for payments made for eligible project expense(s). This invoice should clearly outline the upfront cost incurred by Grantee for the eligible project expense and the amount of reimbursement sought from GEGP, which will be no greater than \$270,000 total (\$90,000 per project).
- **Period Progress Report:** A progress report and supporting documentation reflective of the invoice detailing the development, installation, operation, or commissioning of the Grantee project. As applicable to the project, the following items shall be provided in addition to the progress report summary:
 - Current working draft of scoping studies, prefeasibility studies, detailed designs, final conceptual model, feasibility studies or other relevant work product
 - Project commissioning logbook/checklist
 - Equipment shipping information
 - Digital photos of the purchased and installed equipment

If the financial/expenditure packet is acceptable, the CEO Program Manager will submit the invoice to the accounting department for payment.

If any part of the financial/expenditure packet is unacceptable, the CEO Program Manager will work with the Grantee to correct, modify, or replace as needed. The two directors and the CEO Program Manager will determine whether funding should be denied or reduced, and the CEO Program Manager will inform the Grantee of their decision.

Deliverable(s): Finance/expenditure report packet

Deadline: Within the first 10 calendar days of each month

Task 1.5 Final Report

Grantee will be required to submit a final report on or before the Grant Agreement end date. CEO will provide Grantee a final reporting template upon Grant Agreement

execution. Please refer to Tasks 3 for more details regarding information that will be required in the final report. Grantee shall submit a final report that includes the following information:

- **Financial/Expenditure:** Tracking of grant-related expenses and expenditures by Grantee and match funding source. Expenses must match the budget line items outlined in the grant agreement; expenditures of funds must reconcile with CEO's files.
- **Programmatic Report:** A technical account of all project-related work performed, project objectives, results initially estimated and achieved (including but not limited to the total grant funding realized, match funding realized, and to the extent available, effects of the project on gas use, electricity use, emissions and energy costs), technology implemented, successes/challenges/lessons learned, changes to original project scope, operational summary. Grantee shall submit a **Final Research Performance Progress Report (RPPR)** which includes a report on the progress of the project including accomplishments, work products developed, project participants and other collaborating organizations, project impacts, and any changes or problems. Compliance with applicable project-related codes and requirements, whether local, state, or federal. This report will be publicly available.

Deliverable(s): Final project report summary

Deadline: Within 30 days following the completion of Tasks 3 or otherwise requested by the CEO

Task 2. Final Project Deliverables - Single Structure Geothermal

Task 2.1 Single Structure Geothermal Final Deliverable(s)

- The installation of geothermal loop systems or ground-source heat pumps within groups of non-networked individual single-family residential buildings, individual multifamily residential buildings, or individual nonresidential buildings by project completion: Equipment and Materials: GSHP equipment, piping/casing, GSHP fluids, fluid pumps, auxiliary heaters, grouting materials, misc. plumbing and electrical to complete installation (air separators, expansion tanks, electrical wiring and needed electrical panel, pipe insulation, and ducting)
- Installation Labor: HVAC, electrical, plumbing, drilling, trenching, excavation, and other earthwork
- Permits
- Environmental regulation requirements (fluids and spoils)
- System Commissioning

In addition, project will be required to deliver the following reports:

- Equipment Installation Reporting
- Project Site Characteristics Reporting
- Commissioning Report
- Operations Report
- Project Impacts Report

3.1.1 Fire station #6 Deadline: June 2025

3.1.2 Fire station #8 Deadline: May 2025

3.1.3 Fire station #11 Deadline: May 2025

Task 3. This Section is intentionally left blank.

Task 4. This Section is intentionally left blank.

IV. Anticipated Project Schedule

Table 1. Project & Task Schedule

Task Number	Anticipated Date of Completion
Task 1 Prerequisites	Varies; see “deadlines” under Task 1
Task 2 Administration	See “deadlines” for specific due dates for each sub task. Overall task should be complete within 120 days following completion of the Task 3 and no later than June 30, 2027
Task 3 Single-Structure	3.1.1 June 2025 3.1.2 May 2025 3.1.3 May 2025

V. Site Visits and Evaluation

CEO staff, State of Colorado employees, and other GEGP representatives may require access to the site of a GEGP-funded project, before, during or within one calendar year of equipment installation (i.e. on-site monitoring visit). The Grantee shall provide such access upon request. Additionally, the CEO may perform program evaluation(s) to aid in continuous program improvement which may take the form of a questionnaire or a more detailed interview with project team members. GEGP representatives may engage with the Grantee to discuss the possibility of creating a success story/case study of an awarded project during development or upon project completion, with participation in such voluntary. Please note, information used in success stories/case studies would be publicly available.

VI. Commissioning & Operation Verification

If applicable to the project, the Grantee shall undertake a process to ensure all completed systems & equipment are designed, installed, tested, operated, and maintained according to the design and specifications to ensure proper installation and operation. Assurance will be provided via the submission of a commissioning logbook for the equipment & systems purchased & installed under this Agreement.

Deliverables may include (as applicable to the project):

- Documentation including a commissioning logbook and any supporting data to be provided by the Grantee
- Additional supporting documentation including, but not limited to, functional testing reports/logs, system operations and maintenance guides

Exhibit B, Project Budget and Payment Conditions

I. Reimbursable Costs

The following items are eligible for reimbursement under this Grant Agreement:

- A. Fire station #6
- B. Fire station #8
- C. Fire station #11

Table 1. Tasks Eligible for GEGP Reimbursement

Task Number	Task Reimbursable by GEGP Grant (Yes / No)
Task 1	
Task 1.1	No
Task 2	
Task 2.1	No
Task 2.2	Yes
Task 2.3	Yes
Task 2.4	No
Task 2.5	Yes
Task 3	
Task 3.1	I.A: Yes I.B: Yes I.C: Yes

II. Project Budget

The table below details the estimated budget for the eligible project expenses, CEO agrees to provide funds totaling \$270,000 total (\$90,000 per project) towards the cost of this Project. Grantee agrees to pay the additional costs required to complete the Project and fulfill this Statement of Work.

Table 2. Project Budget Summary (I.A: Fire station #6)

Total Estimated Cost	GEGP Grant Funding Amount
\$ 472,711	Up to \$90,000

Table 3. Project Budget Summary (I.B: Fire station #8)

Total Estimated Cost	GEGP Grant Funding Amount
\$ 475,713	Up to \$90,000

Table 4. Project Budget Summary (I.C: Fire station #11)

Total Estimated Cost	GEGP Grant Funding Amount
\$ 484,018	Up to \$90,000

Exhibit C, Sample Option Letter

Option Letter Number

[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number

[Insert CMS number or Other Agreement Number of the Original Agreement]

Option Agreement Number

[Insert CMS number or Other Agreement Number of this Option]

Agreement Performance Beginning Date

[Month Day, Year]

Current Agreement Expiration Date

[Month Day, Year]

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

Required Provisions:

1. 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.
2. For use with Options 1(B and C): In accordance with Section(s) [Enter 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.
3. For use with Option 1(D): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in [Enter Exhibit/Section] [Enter 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.
4. For use with Option 1(E): In accordance with Section(s) [Enter 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 [Enter Section(s) number].

5. 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.

Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], 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]

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 & Title of Person Signing for
Agency or IHE]

Date: _____

By: _____

[Name of Agency or IHE Delegate-Please
delete if agreement will be routed to OSC for
approval]

Option Effective Date: _____

GRANT CERTIFICATION

To: Mark Aliff, President of the City Council
Heather Graham, Mayor

Re: Colorado Energy Office Geothermal Grant_____

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

By: Kelly Grisham_____

Date 1/28/25_____

Name (print): Kelly Grisham_____

Title: Project Coordinator_____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 10, 2025

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 USE PERMIT AND RENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE FAIR AUTHORITY, A SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a use permit and rental agreement for the use of facilities at the Colorado State Fairgrounds in support of a community clean up event scheduled to be held on May 31, 2025.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo will be executing a City-wide clean up event to be held on May 31, 2025, at the Colorado State Fairgrounds for the benefit of City of Pueblo residents. The Colorado State Fair has requested the City enter into a use permit and rental agreement for use of the facility to host the event. All fees associated with the use of the facility have been waived under the terms of the agreement.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City of Pueblo will not be able to host the cleanup event as planned at the State Fairgrounds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CITY OF PUEBLO CLEAN UP (250531)

ORDINANCE NO.

AN ORDINANCE APPROVING A USE PERMIT AND RENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE FAIR AUTHORITY, A SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Use Permit and Rental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado State Fair Authority, a subdivision of the State of Colorado, a copy of which is attached hereto (hereinafter referred to as the "Agreement"), having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement in the name of the City 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 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

USE PERMIT & RENTAL CONTRACT

This agreement made and entered into this _____ day of _____, 2025 and between the Colorado State Authority, hereinafter known as the AUTHORITY, and

ORGANIZATION / EVENT NAME: CITY OF PUEBLO / PUEBLO TEAM UP TO CLEAN UP

CONTACT: ANDREW HAYES, DIRECTOR OF PUBLIC WORKS

ADDRESS: 211 E. D STREET

CITY: PUEBLO STATE: CO ZIP: 81003

PHONE: 719-553-2267 (office) / 719-252-4874 (cell) EMAIL: ahayes@pueblo.us

hereinafter known as the USER or CONTRACTOR

WHEREAS, the AUTHORITY agrees to rent the USER, where is, as is, CARNIVAL LOT (known hereinafter as the PREMISES) located on the Colorado State Fairgrounds for the purpose of **COMMUNITY CLEAN UP** (The "Event").

The AUTHORITY grants User the use and occupancy of the Premises for the following RENTAL PERIOD:

Date(s) of Event: SATURDAY, MAY 31, 2025

Time of Event: 8:00 AM TO 3:00 PM

Authorized MOVE IN period: 8:00 AM to 7:00 PM on FRIDAY, MAY 30, 2025

Move-Out Period: BY 5:00 PM MONDAY, JUNE 2, 2025

Authorized Occupancy: USER shall have access to the Premises on dates and times listed above only. Authorized occupancy on event day(s) only shall be 07:00 AM to 11:59 PM. The Rental Period shall not be extended for any purpose without the written permission of the AUTHORITY's General Manager. User agrees to pay for any additional period of time in excess of the Rental Period.

Now, therefore, in consideration of rental price as follows:

RENTAL FEE: WAIVED - INCLUDES RENTAL PERIOD ABOVE.

DAMAGE DEPOSIT: WAIVED

ADDITIONAL MOVE-IN/MOVE-OUT FEES: WAIVED

SET-UP/CLEAN-UP FEE: WAIVED - CUSTOMER TO PERFORM SET UP & CLEAN UP.

ADJUSTABLE CHARGES: USER is responsible for setup of tables and chairs unless noted above. Additional tables and chairs may be rented from the AUTHORITY should building capacity allow. Additional equipment fees are \$6.00 per table and \$1.00 per chair. Setup/clean up fees of no less than \$350 per occurrence will be charged if AUTHORITY is required to perform setup and/or cleanup.

SECURITY: USER is required to use State AUTHORITY Security at a rate of up to \$27.00 per guard per hour and up to \$35.50 per uniformed police officer per hour. Number of security guards and/or uniformed police will be determined by security director and AUTHORITY Management.

FOOD & BEVERAGE: Alcoholic Beverages may be **served** during your event; however, the SALE of alcoholic beverages is prohibited. There is no restriction on food service or catering during your event; however, the SALE of food or beverage is prohibited without approval from the AUTHORITY. THE SALE OF ANY FOOD OR BEVERAGE IS STRICTLY PROHIBITED FOR ALL PRIVATE EVENTS.

This signed contract is due back to the AUTHORITY in ten (10) days with first payment to hold building. The USER will notify AUTHORITY fourteen (14) days in advance of event set-up.

The USER agrees to make payments and final settlement as follows: \$0.00 due with signed contract. Remaining rental fees, and all estimated Adjustable Charges: Security, additional table and chair rental fees, set-up/clean up, additional move in/out fees, and any other anticipated charges are due no less than fourteen (14) days prior to event. An additional \$0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

AUTHORITY will charge and USER agrees to pay one and one-half percent (1.5%) per month interest on any unpaid balance after settlement date

TERMS OF USE

The AUTHORITY and USER hereby agree, to wit (USER TO READ & INITIAL EACH TERM)

____1) PAYMENT: All base payments, estimated adjustable charges and refundable damage deposit payments are due fourteen days prior to above stated event. Percentage and additional adjustable charge payments, if applicable, are due and payable immediately following said event. An additional \$0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

____2) AGREEMENT TERMINATION: the AUTHORITY reserves the right to terminate this agreement at any time, with cause upon giving written notice thereof.

____3) DATE RESERVATIONS AND CANCELLATIONS: the AUTHORITY will not guarantee availability of buildings/facilities nor hold date for those who have not submitted a non-refundable down payment. This non-refundable down payment shall be applied to payment due for rental of buildings/facilities if the event is held. Should USER cancel scheduled event at any time, a payment of \$0.00 shall be forfeited as an office charge.

____4) CURFEW: ALL events are to be concluded and buildings/facilities cleared per the Authorized Rental/Occupancy period above. OUTDOOR events are subject to curfew times established at the option and discretion of the AUTHORITY prior to each individual event. Security will be required for all events concluding after 9:00PM.

____5) PARKING: USER understands and agrees that parking on the fairgrounds is shared with other USERS and no exclusive rights are granted. The AUTHORITY reserves the right to restrict or designate parking and/or traffic patterns on the fairgrounds for the safety of patrons. The AUTHORITY reserves the right to charge for parking at their discretion. The AUTHORITY shall retain all parking revenue.

____6) SECURITY: USER agrees to pay for adequate security officers as directed by the AUTHORITY Manager and Security Director at above stated event.

____7) ALCOHOLIC BEVERAGES: Any use of alcoholic beverages on the Colorado State Fairgrounds is subject to the AUTHORITY approval and notification to State of Colorado, Department of Revenue, and Liquor Enforcement. The SALE of alcoholic beverages is prohibited without a valid liquor license and Food/Beverage contract with the AUTHORITY.

____8) RESTROOM FACILITIES: Restroom facilities and supplies will be made available to USER by the AUTHORITY. USER, if required, will furnish restroom attendants.

____9) INSTALLATIONS/DECORATIONS: USER is hereby granted permission to install at USER'S expense such items as displays, exhibits, decorations, etc., but will not be permitted to move or change any permanent fixtures attached to and a part of the building/facility, or to nail or tack any materials to the walls or ceilings of said buildings/facilities. USER further agrees to refrain from marring or defacing said building/facilities in any form whatsoever, and return premises in same condition as when received, ordinary wear and tear accepted. USER also agrees not to put tape on floors (painters tape or electrical tape may be used but must be removed after event). USE OF GLITTER, CONFETTI AND FOG MACHINES IS STRICTLY PROHIBITED; use of these items will result in forfeiture of damage deposit and/or additional fees.

____10) REMOVAL OF EXHIBITS: USER agrees to pay the AUTHORITY (at current storage rate) for any material or merchandise left in buildings or on the premises after Authorized Rental/Occupancy period the AUTHORITY shall not be responsible for loss or damage to any merchandise or materials left on premises after event. USER also agrees to remove all signs, banners, and any other promotional material or advertisements immediately upon completion of the event. Should the AUTHORITY have to remove any of the above stated materials, the damage deposit will be retained as a clean-up/storage fee.

____11) CLEANING: USER agrees to remove USER'S exhibits, displays, decorations, and all garbage, debris, etc., no later than 11:59 p.m. on the final day of the Rental Period. USER further agrees to return premises in same condition as when received, ordinary wear and tear accepted. All garbage must be removed from building and deposited in appropriate collection containers. The AUTHORITY agrees to remove all refuse and recycling from outside collection containers. Should USER fail to remove garbage, displays or decorations and fail to leave the building in an acceptably clean state, the damage deposit will be retained by the AUTHORITY as a clean-up fee and additional charges may apply.

____12) ELECTRICAL POWER: Building/Facilities are rented where is, as is, with normal amount of electrical power, equipment, appliances, etc. Abnormal usage of power shall be paid by USER. No cutting into electrical lines is permitted. USER agrees to request any special electrical requirements for said event not later than two (2) weeks in advance of said event. The AUTHORITY will be sole judge of determining the availability and/or overload of electrical services and shall exercise the right to control the same.

____13) LIABILITY: To the extent permitted by law, the USER hereby agrees to indemnify, save, defend and hold harmless the Colorado State Fair Authority, its officers, agents, servants and employees from any and all claims, causes of action, and suits accruing or resulting from damage, injury or loss to any person or persons or personal property, including all persons to whom the USER may be liable under any workmen's compensation laws, and the USER himself, and from any loss, damage, cause of action, claims, or suits for damage, including but not limited to loss of property, goods, wares, merchandise, or livestock, caused by, arising out of, or in any way connected with the exercise USER'S privileges herein.

____14) INSURANCE/GIA: Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10- 101, et seq., C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the GIA, as applicable now or hereafter amended.

____15) LESSOR LIABILITY EXPOSURE. Notwithstanding any other provision of this lease to the contrary, no term or condition of this lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S., as now or hereafter amended and §24-30-1501, et seq., C.R.S., as now or hereafter amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor to the above cited laws.

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

____17) COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

____18) CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

____19) BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

USER/Contractor: <u>City of Pueblo, a Colorado municipal corporation</u> Legal Name of Contracting Entity _____ Signature of Authorized Officer* <u>Heather Graham, Mayor</u> Printed Name & Title of Authorized Officer _____ Date <u>84-6000615</u> _____ FEIN	State of Colorado: Colorado State Fair Authority 1001 Beulah Ave. Pueblo, CO 81004 719.561.8484 _____ Andrea Wiesenmeyer, General Manager _____ Date
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In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Lea Cassidy, Controller Delegate

Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 10, 2025

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 SPRING 2025 SPECIAL MUNICIPAL ELECTION

SUMMARY:

This Ordinance approves an Intergovernmental Agreement with Pueblo County to perform the functions required in the Administration of the May 6, 2025 Special Municipal Election to be conducted as a Coordinated Election and Mail Ballot Election.

PREVIOUS COUNCIL ACTION:

On February 10, 2025 City Council approved an Ordinance directing that the May 6, 2025 Special 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 Special Municipal Election have been allocated in the City Clerk's 2025 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:

The City could host its own election; however, it is far 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. 2025 Spring Election IGA
2. Election Board Resolution 2025-1

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 SPRING 2025 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, 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 _____, 2025, 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, 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 May 6, 2025, 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 the Code conflicts with a specific provision of the Charter; and

WHEREAS, C.R.S. § 1-7-116, 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 May 6, 2025 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 May 6, 2025 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 May 6, 2025 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 May 6, 2025 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 May 6, 2025, 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 May 6, 2025 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 March 21, 2025, 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 March 21, 2025.

- 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 March 7, 2025; 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 May 6, 2025 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 August 29, 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 March 7, 2025. 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.
- C. 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.
- D. 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

- E. 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.

F. 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.

G. 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: _____



BOARD OF ELECTIONS

Resolution No. 2025-1

BE IT RESOLVED BY THE BOARD OF ELECTIONS OF PUEBLO, COLORADO that:

The Ordinance directing that the May 6, 2025 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 Code of 1992 Conflicts with a specific provision of the Charter of the City of Pueblo, and suspending for such purposes all Ordinances and Resolutions of the City in conflict therewith, was reviewed by the Board of Election.

Upon a motion made by Alvin Rivera and seconded by Robert Childers and unanimously adopted, the Board of Elections recommends the Adoption of the Ordinance by the City Council to constitute the election procedures, rules, and regulations, as to the matters set forth in Section 17-7 of the Charter and the Uniform Election Code of 1992.

Passed and approved this 22 day of January 2025.

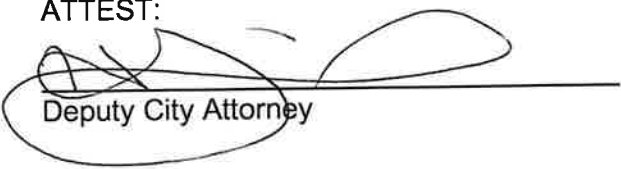
APPROVED:


Alvin Rivera
Member of the Board of Elections


Robert Childers
Member of the Board of Elections


Marisa Stoller, City Clerk and
Chair of the Board of Elections

ATTEST:


Deputy City Attorney



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 10, 2025

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 APPROXIMATELY 26-ACRES LOCATED SOUTH OF DILLON DRIVE, WEST OF OUTLOOK BOULEVARD AND NORTH OF WILLS BOULEVARD FROM A-1, AGRICULTURAL ONE ZONE DISTRICT TO R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone approximately 26-acres located south of Dillon Drive, west of Outlook Boulevard and north of Wills Boulevard from A-1, Agricultural One Zone District to R-2, Single-Family Residential Zone District for the purpose of residential development.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to subdivide 26-acres (S-23-07) into single-family residential lots, a drainage detention parcel, and a parcel for sports and other athletic amenities.

BACKGROUND:

This rezone site is comprised of five existing parcels totaling just under 26-acres of undeveloped land. The property was annexed into the city and zoned A-1, Agricultural One district as was allowed by the Annexation Agreement. The approved 2003 Outlook West Master Plan designates the subject property for transitional urban residential mixed uses so a rezoning into a residential district is necessary and appropriate to facilitate development in the area. The land north of the proposed rezone area is occupied by North Point Estates, a developing mobile home residential park with about 60 current occupants and existing roadway infrastructure that can facilitate future occupants. To the west is the Sawyer Ridge subdivision, which consists of a combination of R-2 and R-2U zone districts. The Sawyer Ridge area consists of a few dozen existing single-family homes on individual lots, as well as some existing infrastructure for future development. The Pueblo Crossing shopping center is located

to the near east of the proposed subdivision and offers a variety of retail establishments and restaurants that can serve the residential area. Overall, the proposed Andiamo rezoning and subdivision fits the characteristics of the surrounding neighborhood. The proposed rezoning aligns with the 2022 Comprehensive Plan, which designates this area as suburban neighborhood. Suburban neighborhood developments are defined by large, single-family residential lots with an overall density between 2 to 5 dwelling units per acre. The proposed R-2 zone district requires minimum lot widths of 50 feet and minimum lot areas of 5,000 square feet, which complies with the intent of the Suburban Neighborhood land use designation.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their November 13, 2024, Regular Meeting, voted 5-0 to recommend approval, Commissioners Aznar and Castellucci absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, the current zoning would remain.

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-23-10 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 26-ACRES LOCATED SOUTH OF DILLON DRIVE, WEST OF OUTLOOK BOULEVARD AND NORTH OF WILLS BOULEVARD FROM A-1, AGRICULTURAL ONE ZONE DISTRICT TO R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from A-1, Agricultural One Zone District to R-2, Single-Family Residential Zone District:

A parcel of land located within a portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1 and the SE $\frac{1}{4}$ of Section 2 and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11 and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 20 South, Range 65 West of the Sixth Principal Meridian. City of Pueblo, County of Pueblo, State of Colorado, being more particularly described as follows.

COMMENCING at the intersection of the westerly right of way line of Outlook Boulevard and the southerly right of way line of Dillon Drive; thence along the arc of a curve to the right whose center bears N 14°59'41"W (bearing based on the line between NGS control monument JK0064 monumented with a brass cap in concrete stamped "B4 1925" and NGS control monument JK 1355 monumented with a brass cap in concrete stamped "973 1983 USC" to bear N 45°07'02"W) and having a central angle of 15°56'21" and a radius of 1100.00 feet a distance of 306.01 feet to the TRUE POINT OF BEGINNING; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 159.12 feet; thence S 43°02'50"W, a distance of 56.67 feet; thence along the arc of a non-tangent curve to the right whose center bears S 43°02'50"W and having a central angle of 29°30'57" and a radius of 380.00 feet, a distance of 195.76 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 516.94 feet; thence N 72°33'47"E, a distance of 300.00 feet to a point on the said westerly right of way line of Outlook Boulevard; thence S 17°26'13"E along the said westerly right of way line of Outlook Boulevard, a distance of 80.00 feet; thence S 72°33'47"W, a distance of 300.00 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 20.00 feet; thence along the arc of a curve to the right having a central angle of 34°29'07" and a radius of 230.00 feet a distance of 138.43 feet; thence S 72°57'06"E, a distance of 25.00 feet; thence N 72°33'47"E, a distance of 19.81 feet; thence southerly and parallel to the said westerly right of way line of Outlook Boulevard the following three (3) courses;

1. S 17°26'13"E, a distance of 60.18 feet;
2. Along the arc of a curve to the left having a central angle of 05°07'28" and a radius of 2850.00 feet, a distance of 254.90 feet;
3. S 22°33'41"E, a distance of 479.03 feet to a point on the northerly right of way line of Wills Boulevard.

thence westerly along said northerly right of way line of Wills Boulevard the following four (4) courses;

1. S 66°15'42"W, a distance of 344.55 feet;

2. Along the arc of a curve to the left having a central angle of 14°57'19" and a radius of 605.00, a distance of 157.92 feet;
3. S 51°18'23"W, a distance of 167.94 feet;
4. Along the arc of a curve to the right having a central angle of 26°01'15" and a radius of 525.00 feet, a distance of 238.43 feet;

thence N 01°33'34"W, a distance of 50.50 feet; thence N 45°28'50"E, a distance of 369.68 feet; thence along the arc of an non-tangent curve to the right whose center bears S 38°41'37"E and having a central angle of 14°57'19" and a radius of 736.00, a distance of 192.11 feet; thence N 66°15'42"E, a distance of 120.44 feet; thence N 16°18'28"W, a distance of 262.22 feet; thence N 23°54'07"W, a distance of 239.98 feet; thence S 65°54'43"W, a distance of 11.06 feet; thence N 19°53'36"W, a distance of 101.59 feet; thence along the arc of a non-tangent curve to the right whose center bears N 19°53'36"W and having a central angle of 02°27'33" and a radius of 230.00 feet, a distance of 9.86 feet; thence N 17°26'13"W, a distance of 160.22 feet; thence S 66°17'52"W, a distance of 56.72 feet; thence S 54°02'38"W, a distance of 117.39 feet; thence S 35°40'48"W, a distance of 129.93 feet; thence N 54°19'12"W, a distance of 100.00 feet; thence S35°40'48"W, a distance of 32.11 feet; thence N 54°19'12"W, a distance of 60.00 feet; thence N 46°14'34"W, a distance of 720.61 feet; thence N 43°45'26"E, a distance of 100.00 feet; thence N 46°14'34"W, a distance of 35.97 feet; thence N 43°45'26"E, a distance of 160.00 feet; thence N 56°43'55"E, a distance of 327.42 feet; thence N 13°31'53"E, a distance of 100.77 feet; thence S 76°28'07"E a distance of 3.30 feet; thence N 13°31'53"E, a distance of 100.00 feet; thence N 76°28'07"W, a distance of 23.02 feet; Thence N 13°31'53"E, a distance of 170.00 feet to a point on the said southerly right of way line of Dillon Drive; thence easterly along the said southerly right of way line of Dillon Drive the following two (2) courses;

1. S 76°28'07"E. a distance of 60.68 feet;
2. Along the arc of a curve to the left having a central angle of 12°35'13" and a radius of 1100.00 feet, a distance of 241.65 feet to the TRUE POINT OF BEGINNING.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

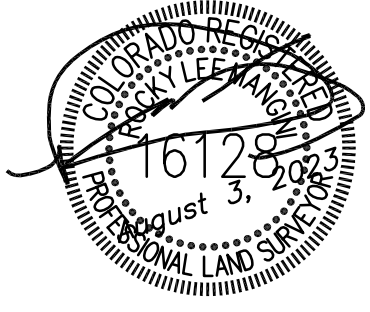
City Clerk

ANDIAMO SUBDIVISION

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 1 AND THE SE 1/4 OF SECTION 2 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 11 AND THE NW 1/4 OF THE NW 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

MAP AMENDMENT EXHIBIT

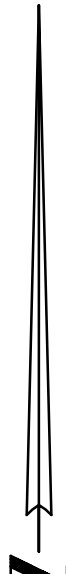
BENCH MARK
TRIANGLE ON CURB HEAD,
SOUTH END RADIUS AT SW CORNER
OF INTERSECTION OF RIDGE DRIVE
AND ELIZABETH STREET
ELEVATION = 4867.49
CITY OF PUEBLO DATUM



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	11.04'	460.00'	01°22'31"
C2	NOT USED		
C3	241.65'	1100.00'	12°36'13"
C4	19.89'	170.00'	06°42'07"
C5	49.28'	430.00'	06°33'51"
C6	76.73'	430.00'	10°13'28"
C7	76.73'	430.00'	10°13'27"
C8	74.08'	430.00'	09°52'13"
C9	23.39'	200.00'	06°42'07"
C10	26.90'	200.00'	06°42'07"
C11	95.84'	490.00'	11°12'23"
C12	44.00'	490.00'	05°08'40"
C13	53.09'	490.00'	06°13'10"
C14	50.60'	490.00'	05°55'02"
C15	30.02'	490.00'	03°30'36"
C16	NOT USED		
C17	83.10'	200.00'	23°48'21"
C18	98.56'	230.00'	23°48'21"
C19	70.63'	230.00'	23°48'21"
C20	57.31'	230.00'	14°16'33"
C21	38.26'	230.00'	09°31'48"
C22	NOT USED		
C23	67.89'	52.00'	74°48'13"
C24	58.96'	52.00'	64°57'53"
C25	43.11'	52.00'	47°30'00"
C26	49.70'	52.00'	54°45'56"
C27	55.42'	230.00'	13°48'21"
C28	40.96'	170.00'	13°48'21"
C29	48.19'	200.00'	13°48'21"
C30	51.52'	230.00'	12°50'03"
C31	3.90'	230.00'	00°58'18"
C32	5.04'	52.00'	05°33'10"
C33	62.67'	52.00'	69°03'18"
C34	37.36'	52.00'	41°09'43"
C35	38.71'	52.00'	42°39'25"
C36	38.27'	52.00'	42°10'01"
C37	34.62'	52.00'	38°08'46"
C38	46.10'	52.00'	50°47'29"
C39	65.60'	320.00'	26°01'12"
C40	78.94'	320.00'	23°34'54"
C41	78.94'	320.00'	02°26'18"
C42	78.94'	320.00'	23°48'21"
C43	27.26'	320.00'	23°48'21"
C44	34.99'	380.00'	23°48'21"
C45	60.97'	380.00'	09°11'33"
C46	99.80'	380.00'	15°02'51"
C47	195.76'	380.00'	28°30'57"
C48	8.22'	1100.00'	00°25'42"
C49	68.96'	1100.00'	03°35'31"
C50	76.00'	1100.00'	03°57'31"
C51	88.47'	1100.00'	04°36'29"
C52	238.43'	525.00'	26°01'15"
C53	NOT USED		
C54	157.92'	605.00'	14°57'19"
C55	192.11'	736.00'	14°57'19"
C56	138.43'	230.00'	34°29'07"
C57	45.29'	170.00'	15°15'56"
C58	78.06'	170.00'	26°18'36"
C59	72.55'	170.00'	24°27'06"
C60	71.13'	170.00'	23°58'22"
C61	66.51'	230.00'	16°34'04"
C62	58.23'	230.00'	14°30'22"
C63	30.02'	230.00'	07°28'43"
C64	58.23'	230.00'	14°30'21"
C65	9.86'	230.00'	02°27'33"
C66	81.45'	2850.00'	01°38'15"
C67	44.02'	2850.00'	00°53'06"

LINE TABLE		
LINE	LENGTH	BEARING
L1	11.06'	S 65°54'43"W
L2	101.59'	N 19°53'36"W
L3	160.22'	N 17°26'13"W
L4	56.72'	S 68°17'52"W
L5	129.93'	S 35°40'48"W
L6	100.00'	N 54°19'12"W
L7	32.11'	S 35°40'48"W
L8	35.97'	N 46°14'34"W
L9	100.77'	N 13°31'53"E
L10	3.30'	S 76°28'07"E
L11	100.00'	N 13°31'53"E
L12	23.02'	N 76°28'07"E
L13	60.68'	S 76°28'07"E
L14	24.23'	N 35°40'48"E
L15	60.00'	N 54°19'12"W
L16	27.39'	N 52°56'41"W
L17	15.46'	N 46°14'34"W
L18	27.73'	N 52°56'41"W
L19	4.40'	N 72°33'47"E
L20	25.00'	N 22°26'13"W
L21	56.81'	N 52°56'41"W
L22	37.19'	N 43°45'26"E
L23	7.19'	N 43°45'26"E
L24	159.12'	S 17°26'13"E
L25	NOT USED	
L26	NOT USED	
L27	23.00'	N 43°45'26"E
L28	28.59'	N 61°34'01"E
L29	27.59'	N 67°33'47"E
L30	22.21'	N 72°33'47"E
L31	25.00'	N 31°58'01"W
L32	12.42'	N 43°45'26"E
L33	42.42'	N 43°45'26"E
L34	24.73'	N 57°33'47"E
L35	10.00'	N 34°40'11"W
L36	4.02'	N 63°26'10"W
L37	7.92'	N 76°28'07"W
L38	9.67'	N 43°45'26"E
L39	11.23'	N 76°28'07"W
L40	29.34'	N 76°28'07"W
L41	56.67'	S 43°02'50"W
L42	167.94'	S 51°18'23"W
L43	50.50'	N 01°33'34"W
L44	44.21'	N 72°33'47"E
L45	52.15'	N 17°26'13"W
L46	21.54'	N 23°44'18"W
L47	32.07'	N 72°33'47"E
L48	NOT USED	
L49	NOT USED	
L50	25.00'	N 72°57'06"W
L51	19.81'	N 72°33'47"E
L52	60.18'	N 17°26'13"W
L53	20.00'	S 17°26'13"E

RADIAL BEARINGS	
BEARING NO.	RADIAL BEARING
R1	N 13°06'11"E
R2	N 09°30'40"E
R3	N 05°33'09"E
R4	N 00°56'40"E
R5	S 87°12'09"E
R6	N 22°19'43"E
R7	N 16°46'33"E
R8	N 32°19'43"E
R9	S 77°12'09"E
R10	S 46°26'04"E
R11	S 38°13'41"E
R12	S 20°56'49"E
R13	NOT USED



SCALE: 1" = 100'
100' 50' 0 100' 200' 300'
SCALE IN FEET

- △ = FOUND ALUMINUM CAP IN CAST IRON MONUMENT BOX PLS 31925
- △ = FOUND 3 1/2" BRASS CAP PLS 16128
- = FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP PLS 16128
- = SET NO. 4 REBAR WITH YELLOW PLASTIC CAP PLS 16128
- = FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP PLS 31925
- == = ENGLERD ESTATES FILING NO. 2

Mangini & Associates Inc.
Professional Engineers and Professional Land Surveyors
P.O. Box 8505 - Pueblo, CO 81008
(719) 544-0865 Fax (719) 676-2853
OWNER/TITLE: W.L. ENTERPRISES INC.
JOB DESCRIPTION: ANDIAMO SUBDIVISION MAP AMENDMENT EXHIBIT

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday November 13, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:36 PM with Vice Chair Avalos presiding.

Commissioners Present: Patrick Avalos, Lisa Bailey, Chris Pasternak, Cheryl Spinuzzi, and Regina Maestri

Commissioners Absent: Mike Castellucci and Alexandra Aznar.

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Mikaylin Hackley, Planner; Hannah Prinzi, Planner.

Staff Members Absent:

Approval of the Agenda: Bailey motioned to move Z-23-09 to the December 11, 2024 meeting and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 5-0

Public Hearings

3. Z-23-10 Rezone: Andiamo Rezone 25.994 acres generally located south of Dillon Dr. and west of Outlook Blvd., rezone from Agricultural 1 (A-1) to Single-Family Residential (R-2) Zone Districts. Generally located south of Dillon Dr. and west of Outlook Blvd. Staff Report by Mikaylin Hackley, Planner. *Continue from October 9, 2024,*

Hearing: Applicant Rocky Mangini and Leah Willey were sworn in and spoke in support of the application. No one appeared in opposition.

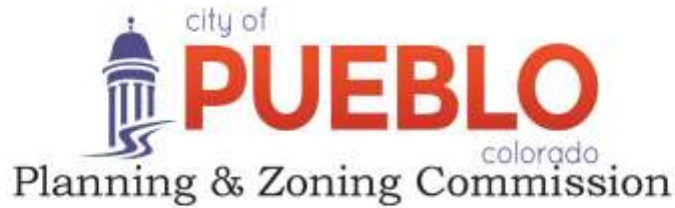
Commission Action: Bailey moved to recommend the rezoning application to City Council, seconded by Spinuzzi.

Motion Passed: 5-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-23-10

TO: City of Pueblo, Planning and Zoning Commission

FROM: Mikaylin Hackley, Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: November 13th, 2024

SUBJECT: Rezone from A-1, Agricultural One District to R-2, Single-Family Residential District

APPLICANT: Leah Wiley

PROPERTY OWNER: Dee Rogers Brown, W.L. Enterprises Ltd.

LOCATION: South of Dillion Dr, West of Outlook Blvd, North of Wills Blvd

CONCURRENT REQUESTS: S-23-07: Andiamo Subdivision

REQUEST:

W.L. Enterprises Ltd. is requesting to rezone approx. 26 acres of land from Agricultural One (A-1) District to Single-Family Residential (R-2) District.

BACKGROUND AND ANALYSIS:

This rezone site is comprised of 5 existing parcels totaling just under 26 acres of undeveloped land. It was annexed into the city and zoned A-1 Agricultural One zoning as was allowed by the Annexation Agreement. The approved 2003 Outlook West Master Plan designates the subject property for transitional urban residential mixed uses so a rezoning into a residential district is necessary and appropriate to facilitate development in the area.

The land north of the proposed rezone area is occupied by North Point Estates, a developing mobile home residential park with about 60 current occupants and existing roadway infrastructure that can facilitate future occupants. To the west is the Sawyer Ridge subdivision, which consists of a combination of R-2 and R-2U zoning. Similar to North Point, the Sawyer Ridge area consists of a few dozen existing homes as well as some existing infrastructure for future development. The Pueblo Crossing shopping center is located to the near east of the proposed subdivision and offers a variety of retail establishments and restaurants that can serve the residential area. Overall, the proposed Andiamo rezoning and subdivision fits the characteristics of the surrounding neighborhood.

The proposed rezoning aligns with the 2022 Comprehensive Plan, which designates this area as suburban neighborhood. Suburban neighborhood developments are defined by large, single-family residential lots with an overall density between 2 to 5 dwelling units per acre. The proposed R-2 zoning requires minimum lot widths

of 50 feet and minimum lot areas of 5,000 square feet, which complies with the intent of the Suburban Neighborhood land use designation.

LAND USE AND PLANNING COMMENTS CHARACTER AND COMPATIBILITY

Site Character:	The site is currently unimproved land.	
Neighborhood Compatibility:	North	R-7 Mobile Home Residential District, mobile homes
	East	A-1 Agricultural (Annexation Holding Zone District) & S-1 Government Use District, State Transportation Offices
	South	B-2 Sub-Regional Business & R-2U Single-Family Residential District, Single-Family Homes
	West	R-2U Single-Family Residential District, Undeveloped lots
Comprehensive Plan Compliance:	The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Suburban Neighborhoods.	

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 allow development of this vacant lot into Single-Family homes in compliance with the Suburban Neighborhood designation.**

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 concurrent subdivision plat has been submitted with tentative plans.**

A statement of the proposed time schedule for beginning and completion of development.

☐ Comments **A concurrent subdivision plat has been submitted with tentative plans.**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

☐ Comments **A concurrent subdivision plat has been submitted with tentative plans.**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(4) OF THE PMC:

A. Purpose of R-2 Zone District Standards:

The standards of this district are designed to retain and provide areas primarily for single-family development of medium density.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the proposed rezoning be **APPROVED**.

REFERRAL AGENCIES AND COMMENTS:

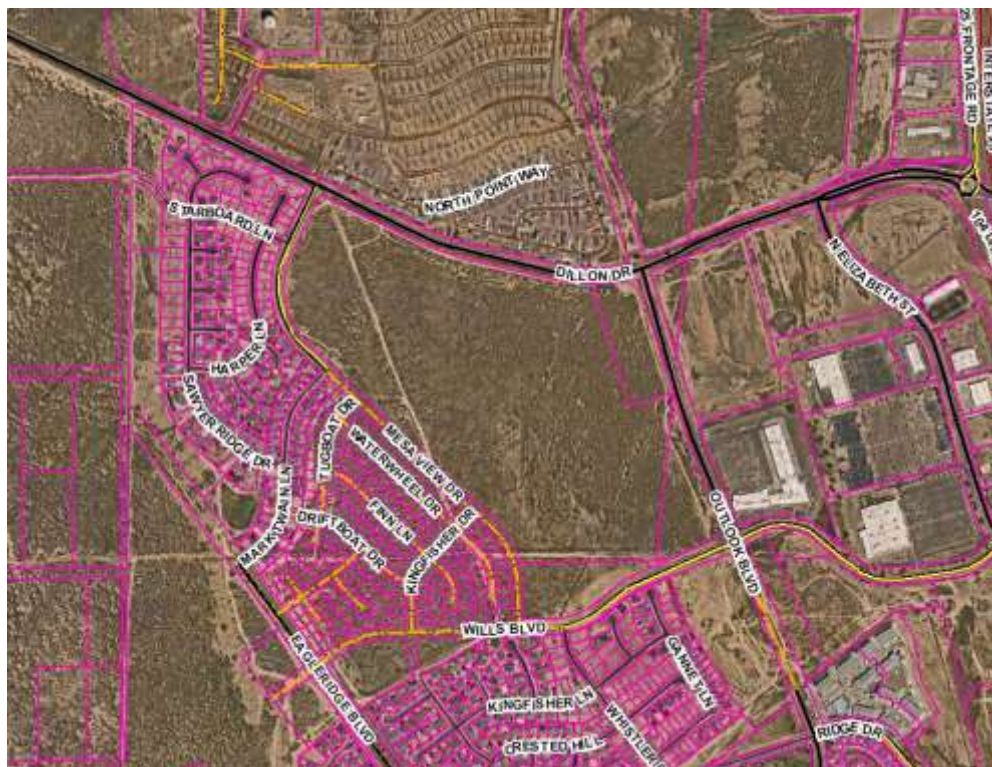
• City Public Works	No comment
• City Transportation	No comment
• City Law Department	No comment
• Pueblo Regional Building Department	No comment
• City Fire Department	No comment
• City Wastewater	No comment
• City Stormwater	No comment
• City Parks and Recreation Department	No comment
• Xcel Energy	No comment
• Black Hills Energy	No comment
• CDOT	No comment

ATTACHMENTS:

- A. **Aerial Photograph**
- B. **Zoning Map**

- C. Comprehensive Plan Map
- D. Site Photographs
- E. Zoning Exhibit
- F. Supporting Documents

A. Aerial Photo



B. Zoning Map



C. Comprehensive Plan Map



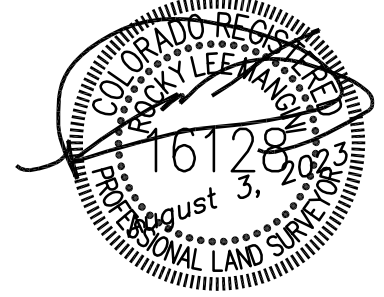
D. Site Photos & Public Notice



E. Zoning Exhibit*

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 1 AND THE SE ¼ OF SECTION 2 AND THE NE ¼ OF THE NE ¼ OF SECTION 11 AND THE NW ¼ OF THE NW ¼ OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

BENCH MARK
TRIANGLE ON CURB HEAD,
SOUTH END RADIUS AT SW CORNER
OF INTERSECTION OF RIDGE DRIVE
AND ELIZABETH STREET
ELEVATION = 4867.49
CITY OF PUEBLO DATUM



LINE TABLE		
LINE	LENGTH	BEARING
L1	11.06'	S 65°54'43"W
L2	101.59'	N 19°53'36"W
L3	160.22'	N 17°26'13"W
L4	96.72'	S 66°17'50"W
L5	129.93'	S 35°40'48"W
L6	100.00'	N 54°19'12"W
L7	32.11'	S 35°40'48"W
L8	35.97'	N 46°14'34"W
L9	100.77'	N 13°31'53"E
L10	3.30'	S 76°28'07"E
L11	100.00'	N 13°31'53"E
L12	23.02'	N 76°28'07"W
L13	60.68'	S 76°28'07"E
L14	24.23'	N 35°40'48"W
L15	60.00'	N 54°19'12"W
L16	27.39'	N 52°56'41"W
L17	13.46'	N 46°14'34"W
L18	27.73'	N 52°56'41"W
L19	4.40'	N 72°33'47"E
L20	25.00'	N 22°26'13"W
L21	9.11'	N 20°13'22"W
L22	37.19'	N 43°45'26"E
L23	7.19'	N 43°45'26"E
L24	156.12'	S 17°26'13"E
L25	NOT USED	
L26	NOT USED	
L27	23.00'	N 43°45'26"E
L28	28.59'	N 61°34'01"E
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Mangini & Associates Inc. Professional Engineers and Professional Land Surveyors P.O. Box 8505 - Pueblo, CO 81008 (719) 544-0865 Fax (719) 676-2653		
OWNER/TITLE: W.L. ENTERPRISES INC.		
JOB DESCRIPTION: ANDAMCO SUBDIVISION MAP AMENDMENT EXHIBIT		
DETAILED BY: RLM	DATE: JULY 06, 2023	
JOB NUMBER: 2021-092	SCALE: 1" = 100'	
FILE NAME: 2021-092	SHEET NO.	
REF JOB NO.:		
1 OF 1		

ANDIAMO SUBDIVISION

MAP AMENDMENT DESCRIPTION

A parcel of land located within a portion of the SW ¼ of the SW ¼ of Section 1 and the SE ¼ of Section 2 and the NE ¼ of the NE ¼ of Section 11 and the NW ¼ of the NW ¼ of Section 12, Township 20 South, Range 65 West of the Sixth Principal Meridian. City of Pueblo, County of Pueblo, State of Colorado, being more particularly described as follows.

COMMENCING at the intersection of the westerly right of way line of Outlook Boulevard and the southerly right of way line of Dillon Drive; thence along the arc of a curve to the right whose center bears N 14°59'41"W (bearing based on the line between NGS control monument JK0064 monumented with a brass cap in concrete stamped "B4 1925" and NGS control monument JK 1355 monumented with a brass cap in concrete stamped "973 1983 USC" to bear N 45°07'02"W) and having a central angle of 15°56'21" and a radius of 1100.00 feet a distance of 306.01 feet to the **TRUE POINT OF BEGINNING**; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 159.12 feet; thence S43°02'50"W, a distance of 56.67 feet; thence along the arc of a non-tangent curve to the right whose center bears S 43°02'50"W and having a central angle of 29°30'57" and a radius of 380.00 feet, a distance of 195.76 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 506.94 feet; thence N 72°33'47"E, a distance of 300.00 feet to a point on the said westerly right of way line of Outlook Boulevard; thence S 17°26'13"E along the said westerly right of way line of Outlook Boulevard, a distance of 100.00 feet; thence S 72°33'47"W, a distance of 300.00 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 10.00 feet; thence along the arc of a curve to the right having a central angle of 34°29'07" and a radius of 230.00 feet a distance of 138.43 feet; thence S 72°57'06"E, a distance of 25.00 feet; thence N 72°33'47"E, a distance of 19.81 feet; thence southerly and parallel to the said westerly right of way line of Outlook Boulevard the following three (3) courses;

1. S 17°26'13"E, a distance of 60.18 feet;
2. Along the arc of a curve to the left having a central angle of 05°07'28" and a radius of 2850.00 feet, a distance of 254.90 feet;
3. S 22°33'41"E, a distance of 479.03 feet to a point on the northerly right of way line of Wills Boulevard.

thence westerly along said northerly right of way line of Wills Boulevard the following four (4) courses;

1. S 66°15'42"W, a distance of 344.55 feet;
2. Along the arc of a curve to the left having a central angle of 14°57'19" and a radius of 605.00, a distance of 157.92 feet;
3. S 51°18'23"W, a distance of 167.94 feet;
4. Along the arc of a curve to the right having a central angle of 26°01'15" and a radius of 525.00 feet, a distance of 238.43 feet;

thence N 01°33'34"W, a distance of 50.50 feet; thence N 45°28'50"E, a distance of 369.68 feet; thence along the arc of an non-tangent curve to the right whose center bears S 38°41'37"E and having a central angle of 14°57'19" and a radius of 736.00, a distance of 192.11 feet; thence N 66°15'42"E, a distance of 120.44 feet; thence N 16°18'28"W, a distance of 262.22 feet; thence N 23°54'07"W, a distance of 239.98 feet; thence S 65°54'43"W, a distance of 11.06 feet; thence

N 19°53'36"W, a distance of 101.59 feet; thence along the arc of a non-tangent curve to the right whose center bears N 19°53'36"W and having a central angle of 02°27'33" and a radius of 230.00 feet, a distance of 9.86 feet; thence N 17°26'13"W, a distance of 160.22 feet; thence S 66°17'52"W, a distance of 56.72 feet; thence S 52°02'38"W, a distance of 117.39 feet; thence S 35°40'48"W, a distance of 129.93 feet; thence N 54°19'12"W, a distance of 100.00 feet; thence S 35°40'48"W, a distance of 32.11 feet; thence N 54°19'12"W, a distance of 60.00 feet; thence N 46°14'34"W, a distance of 720.61 feet; thence N 43°45'26"E, a distance of 100.00 feet; thence N 46°14'34"W, a distance of 35.97 feet; thence N 43°45'26"E, a distance of 160.00 feet; thence N 56°43'55"E, a distance of 327.42 feet; thence N 13°31'53"E, a distance of 100.77 feet; thence S 76°28'07"E a distance of 3.30 feet; thence N 13°31'53"E, a distance of 100.00 feet; thence N 76°28'07"W, a distance of 23.02 feet; Thence N 13°31'53"E, a distance of 170.00 feet to a point on the said southerly right of way line of Dillon Drive; thence easterly along the said southerly right of way line of Dillon Drive the following two (2) courses;

1. S 76°28'07"E. a distance of 60.68 feet;
2. Along the arc of a curve to the left having a central angle of 12°35'13" and a radius of 1100.00 feet, a distance of 241.65 feet to the **TRUE POINT OF BEGINNING**.

Said parcel contains 25.116 acres, more or less.



PROFESSIONAL LAND SURVEYOR NO. 16128

November 13, 2024
DATE



September 20, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **Leah Wiley** for the approval of the following applications, generally located south of Dillon Drive and west of Outlook Blvd.:

- Z-23-10 Andiamo Rezoning:** Rezone 25.994 acres from A-1, Agricultural One District to R-2, Single Family Residential District.
- S-23-07 Andiamo Subdivision:** Subdivision of 25.994 acres into single-family residential lots, drainage parcels, and open space parcels for future development.

The Planning and Zoning Commission meeting will be held on **October 9, 2024, at 3:30 p.m.** in City Council Chambers, 1 City Hall Pl. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually.**
You are welcome to attend this public hearing and express your viewpoint concerning this proposal. For plans, staff reports, and Zoom info, 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 Mikaylin Hackley, Planner
(719) 553-2259

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Please call the number below if you have questions.

Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER: Z-23-10

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 Andiamo Subdivision to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the 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.

9/20/2024
(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 Andiamo Subdivision, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

9/29/2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
K B J INVESTMENTS LLC	1700 FORTINO BLVD	PUEBLO	CO	81008-1858
EAGLERIDGE ESTATES				
HOMEOWNERS	1700 FORTINO BLVD	PUEBLO	CO	81008-1858
PANNUNZIO INC	200 W CITY CENTER DR	PUEBLO	CO	81003-1024
TRALON HOMES, LLC FKA				
SAINT AUBYN H	212 N WAHSATCH AVE STE 201	COLORADO SPRING	CO	80903
SKY CREEK HOMES LTD	215 S PURCELL BLVD	PUEBLO WEST	CO	81007-5083
SUN COMMUNITIES				
FUNDING II LLC	27777 FRANKLIN RD STE 200	SOUTHFIELD	MI	48034-8205
DEPARTMENT OF				
TRANSPORTATION STATE	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
LUJAN SHAUNDRA	5308 LAPWING CT	PUEBLO	CO	81008-2347
JOHNSON CALVIN E	5312 LAPWING CT	PUEBLO	CO	81008-2347
SEGURA				
DESIRAE/MEDELLIN				
ALAN	5405 GANNET LN	PUEBLO	CO	81008
VANMATRE SHANNON	5409 DARTER CT	PUEBLO	CO	81008
QUIMBY LUCAS ALAN	5409 GANNET LN	PUEBLO	CO	81008-9718
LAPWING INVESTMENTS				
LLC	6526 OLD BRICK RD STE 120 315	WINDERMERE	FL	34786-5839
W L ENTERPRISES LTD	PO BOX 9024	PUEBLO	CO	81008-0024



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 10, 2025

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 ANDIAMO SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide 25.994-acres into single-family residential lots, a drainage and detention parcel, and a parcel for sports and other athletic amenities

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to rezone approximately 26-acres generally located south of Dillon Drive, west of Outlook Boulevard and north of Wills Boulevard. (Z-23-10)

BACKGROUND:

The subject property is located west of Outlook Boulevard and south of Dillon Drive, with a mix of established housing and subdivided single-family residential lots to the north, west, and south of the property and a commercial shopping district to the east. The proposed subdivision furthers the goals of the 2022 Future Land Use plan by establishing a suburban neighborhood with low density housing. The subject property is included within the Outlook West Master Plan, which includes a traffic plan that establishes intended roadway connections and classifications for the surrounding area. The master plan shows a Collector-level road extending through the proposed subdivision from Outlook Boulevard to Mesa View Drive. Collector roads must have a 60–80-foot width. The proposed Andiamo Drive quickly narrows from a 100-foot width to 60-foot width; future subdivision requests in this area between Outlook and Mesa View must continue extending Andiamo Drive while maintaining the 60–80-foot collector width until it connects with Mesa View Drive. Should any future subdivision applications propose a different alignment, the Outlook West Master Plan would have

to be revised and approved through the Planning and Zoning Commission. Park requirements for this subdivision were met in 2007; WL Enterprises deeded a 33.3-acre park site to the northwest of the subject property (see supporting documents) to the City for a future regional park. The 33.3-acre park dedication meets all park dedication requirements for the residential developments planned in the Outlook West Master Plan. A school site to the southwest has also already been dedicated to the city. The lot sizes, and the design and layout are in conformance with the 2022 Comprehensive Plan. The subdivision, lot, and parcel configurations comply with the Single-Family Residential (R-2) Zone District standards.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their November 13, 2024 Regular Meeting, voted 5-0 to recommend approval, Commissioners Aznar and Castellucci absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development.

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-23-07 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE ANDIAMO SUBDIVISION

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

SECTION 1.

The plat of the Andiamo Subdivision, being a subdivision of land legally described as:

A parcel of land located within a portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1 and the SE $\frac{1}{4}$ of Section 2 and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11 and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 20 South, Range 65 West of the Sixth Principal Meridian. City of Pueblo, County of Pueblo, State of Colorado, being more particularly described as follows;

COMMENCING at the intersection of the westerly right of way line of Outlook Boulevard and the southerly right of way line of Dillon Drive; thence along the arc of a curve to the right whose center bears N 14°59'41"W (bearing based on the line between NGS control monument JK0064 monumented with a brass cap in concrete stamped "B4 1925" and NGS control monument JK 1355 monumented with a brass cap in concrete stamped "973 1983 USC" to bear N 45°07'02"W) and having a central angle of 15°56'21" and a radius of 1100.00 feet a distance of 306.01 feet to the TRUE POINT OF BEGINNING; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 159.12 feet; thence S 43°02'50"W, a distance of 56.67 feet; thence along the arc of a non-tangent curve to the right whose center bears S 43°02'50"W and having a central angle of 29°30'57" and a radius of 380.00 feet, a distance of 195.76 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 516.94 feet; thence N 72°33'47"E, a distance of 300.00 feet to a point on the said westerly right of way line of Outlook Boulevard; thence S 17°26'13"E along the said westerly right of way line of Outlook Boulevard, a distance of 80.00 feet; thence S 72°33'47"W, a distance of 300.00 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 20.00 feet; thence along the arc of a curve to the right having a central angle of 34°29'07" and a radius of 230.00 feet a distance of 138.43 feet; thence S 72°57'06"E, a distance of 25.00 feet; thence N 72°33'47"E, a distance of 19.81 feet; thence southerly and parallel to the said westerly right of way line of Outlook Boulevard the following three (3) courses;

1. S 17°26'13"E, a distance of 60.18 feet;
2. Along the arc of a curve to the left having a central angle of 05°07'28" and a radius of 2850.00 feet, a distance of 254.90 feet;
3. S 22°33'41"E, a distance of 479.03 feet to a point on the northerly right of way line of Wills Boulevard.

thence westerly along said northerly right of way line of Wills Boulevard the following four (4) courses;

1. S 66°15'42"W, a distance of 344.55 feet;
2. Along the arc of a curve to the left having a central angle of 14°57'19" and a radius of 605.00, a distance of 157.92 feet;
3. S 51°18'23"W, a distance of 167.94 feet;
4. Along the arc of a curve to the right having a central angle of 26°01'15" and a radius of 525.00 feet, a distance of 238.43 feet;

thence N 01°33'34"W, a distance of 50.50 feet; thence N 45°28'50"E, a distance of 369.68 feet;

thence along the arc of an non-tangent curve to the right whose center bears S 38°41'37"E and having a central angle of 14°57'19" and a radius of 736.00, a distance of 192.11 feet; thence N 66°15'42"E, a distance of 120.44 feet; thence N 16°18'28"W, a distance of 262.22 feet; thence N 23°54'07"W, a distance of 239.98 feet; thence S 65°54'43"W, a distance of 11.06 feet; thence N 19°53'36"W, a distance of 101.59 feet; thence along the arc of a non-tangent curve to the right whose center bears N 19°53'36"W and having a central angle of 02°27'33" and a radius of 230.00 feet, a distance of 9.86 feet; thence N 17°26'13"W, a distance of 160.22 feet; thence S 66°17'52"W, a distance of 56.72 feet; thence S 54°02'38"W, a distance of 117.39 feet; thence S 35°40'48"W, a distance of 129.93 feet; thence N 54°19'12"W, a distance of 100.00 feet; thence S35°40'48"W, a distance of 32.11 feet; thence N 54°19'12"W, a distance of 60.00 feet; thence N 46°14'34"W, a distance of 720.61 feet; thence N 43°45'26"E, a distance of 100.00 feet; thence N 46°14'34"W, a distance of 35.97 feet; thence N 43°45'26"E, a distance of 160.00 feet; thence N 56°43'55"E, a distance of 327.42 feet; thence N 13°31'53"E, a distance of 100.77 feet; thence S 76°28'07"E a distance of 3.30 feet; thence N 13°31'53"E, a distance of 100.00 feet; thence N 76°28'07"W, a distance of 23.02 feet; Thence N 13°31'53"E, a distance of 170.00 feet to a point on the said southerly right of way line of Dillon Drive; thence easterly along the said southerly right of way line of Dillon Drive the following two (2) courses;

1. S 76°28'07"E. a distance of 60.68 feet;
2. Along the arc of a curve to the left having a central angle of 12°35'13" and a radius of 1100.00 feet, a distance of 241.65 feet to the TRUE POINT OF BEGINNING. Containing 25.994 acres.

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

The officers and staff of the City are authorized 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

ANDIAMO SUBDIVISION

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 1 AND THE SE ¼ OF SECTION 2 AND THE NE ¼ OF THE NE ¼ OF SECTION 11 AND THE NW ¼ OF THE NW ¼ OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

KNOW ALL MEN BY THESE PRESENT: that W L Enterprises, Ltd., a New Mexico limited partnership being the sole owner of the following described parcels of land:

A parcel of land located within a portion of the SW ¼ of the SW ¼ of Section 1 and the SE ¼ of Section 2 and the NE ¼ of the NE ¼ of Section 11 and the NW ¼ of the NW ¼ of Section 12, Township 20 South, Range 65 West of the Sixth Principal Meridian. City of Pueblo, County of Pueblo, State of Colorado, being more particularly described as follows.

COMMENCING at the intersection of the westerly right of way line of Outlook Boulevard and the southerly right of way line of Dillon Drive; thence along the arc of a curve to the right whose center bears N 14°59'41" W (bearing based on the line between NGS control monument JK0064 monumented with a brass cap in concrete stamped "B4 1925" and NGS control monument JK 1355 monumented with a brass cap in concrete stamped "973 1983 USC" to bear N 45°07'02" W) and having a central angle of 15°56'21" and a radius of 1100.00 feet a distance of 306.01 feet to the **TRUE POINT OF BEGINNING**; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 159.12 feet; thence S43°02'50"W, a distance of 56.67 feet; thence along the arc of a non-tangent curve to the right whose center bears S 43°02'50"W and having a central angle of 29°30'57" and a radius of 380.00 feet, a distance of 195.76 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 516.94 feet; thence N 72°33'47"E, a distance of 300.00 feet to a point on the said westerly right of way line of Outlook Boulevard; thence S 17°26'13"E along the said westerly right of way line of Outlook Boulevard, a distance of 80.00 feet; thence S 72°33'47" W, a distance of 300.00 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 20.00 feet; thence along the arc of a curve to the right having a central angle of 34°29'07" and a radius of 230.00 feet a distance of 138.43 feet; thence S 72°57'06"E, a distance of 25.00 feet; thence N 72°33'47"E, a distance of 19.81 feet; thence southerly and parallel to the said westerly right of way line of Outlook Boulevard the following three (3) courses;

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- S 22°33'41"E, a distance of 479.03 feet to a point on the northerly right of way line of Wills Boulevard.

thence westerly along said northerly right of way line of Wills Boulevard the following four (4) courses;

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- Along the arc of a curve to the left having a central angle of 14°57'19" and a radius of 605.00, a distance of 157.92 feet;
- S 51°18'23"W, a distance of 167.94 feet;
- Along the arc of a curve to the right having a central angle of 26°01'15" and a radius of 525.00 feet, a distance of 238.43 feet;

thence N 01°33'34"W, a distance of 50.50 feet; thence N 45°28'50"E, a distance of 369.68 feet; thence along the arc of an non-tangent curve to the right whose center bears S 38°41'37"E and having a central angle of 14°57'19" and a radius of 736.00, a distance of 192.11 feet; thence N 66°15'42"E, a distance of 120.44 feet; thence N 16°18'28"W, a distance of 262.22 feet; thence N 23°54'07"W, a distance of 239.98 feet; thence S 65°54'43"W, a distance of 11.06 feet; thence N 19°53'36"W, a distance of 192.11 feet; thence along the arc of a non-tangent curve to the right whose center bears N 19°53'36"W and having a central angle of 02°27'33" and a radius of 230.00 feet, a distance of 9.86 feet; thence N 17°26'13"W, a distance of 160.22 feet; thence S 66°17'52"W, a distance of 56.72 feet; thence S 54°02'38"W, a distance of 117.39 feet; thence S 35°40'48"W, a distance of 129.93 feet; thence N 54°19'12"W, a distance of 100.00 feet; thence S35°40'48"W, a distance of 32.11 feet; thence N 54°19'12"W, a distance of 60.00 feet; thence N 46°14'34"W, a distance of 720.61 feet; thence N 43°45'26"E, a distance of 100.00 feet; thence N 46°14'34"W, a distance of 35.97 feet; thence N 43°45'26"E, a distance of 160.00 feet; thence N 56°43'55"E, a distance of 327.42 feet; thence N 13°31'53"E, a distance of 100.77 feet; thence S 76°28'07"E a distance of 3.30 feet; thence N 13°31'53"E, a distance of 100.00 feet; thence N 76°28'07"W, a distance of 23.02 feet; Thence N 13°31'53"E, a distance of 170.00 feet to a point on the said southerly right of way line of Dillon Drive; thence easterly along the said southerly right of way line of Dillon Drive the following two (2) courses;

- S 76°28'07"E, a distance of 60.68 feet;
- Along the arc of a curve to the left having a central angle of 12°35'13" and a radius of 1100.00 feet, a distance of 241.65 feet to the **TRUE POINT OF BEGINNING**.

Said parcel contains 24.978 acres, more or less.

Has caused the foregoing described property to be surveyed, platted and subdivided into three (3) parcels and Seventy (70) lots, blocks and has shown hereon certain easements for Public Utilities, Drainage and pedestrian 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 Andiamo Subdivision.

"All of the streets, easements for public utilities, pedestrian and drainage shown hereon are hereby dedicated to the public for perpetual use of the public, with respect to all easements for city utilities including but not limited to sanitary, stormwater services and whether designated as a drainage easement, public utility easement or otherwise hereon. The City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said city utilities and to recover the costs thereof, plus an administrative charge of 15% from the owner(s) of the lots or parcels upon which the easements are located."

"Drainage facilities located within drainage easements and pedestrian walkways shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the stormwater facility maintenance agreement dated _____ and filed contemporaneously with the annexed plat."

"Parcel A is hereby reserved for sports and other athletic amenities for the sole use of the lot owners within the subdivision to be owned and maintained by all owners within the subdivision.

"Parcel B is hereby reserved for drainage and detention to be owned and maintained by all owners within the subdivision and the owners of the following property to be served by the drainage facility in Parcel B according to the terms and conditions of the stormwater facilities maintenance agreement referenced herein:

Future filings of Andiamo Subdivision consisting of a total of 85.96 acres and described in its entirety as follows:

A parcel of land located within a portion of the SW ¼ of Section 1 and the S ½ of Section 2 and the NE ¼ of Section 11 and the NW ¼ of Section 12, Township 20 South, Range 65 West of the Sixth Principal Meridian, City of Pueblo, County of Pueblo, State of Colorado, being more particularly described as follows.

All that property bounded on the south by Wills Boulevard and on the west by Mesa View Drive and on the north by Dillon Drive and on the east by Outlook Boulevard:

EXCEPTING THEREFROM:

All those areas not served by the regional detention pond located within Parcel B, Andiamo Subdivision.

AND FURTHER EXCEPTING:

Parcel C is hereby dedicated to the City of Pueblo for the purposes of drainage and subject to the below notice pertaining to acceptance of public facilities.

The depth of sanitary sewer lines within this subdivision is conducive to the construction of basements on all lots.

"A formal environmental assessment for this subdivision has not been performed; however, to the best of the undersigned owner's knowledge, information, and belief, there are no known hazardous substances present within this subdivision."

In witness whereof the following have set their hand:

W L ENTERPRISES, LTD., A NEW MEXICO
LIMITED PARTNERSHIP
BY: DEE ROGERS-BROWN, PROJECT MANAGER

DATE

STATE OF COLORADO)
S.S.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Dee Rogers-Brown, Project Manager of W L Enterprises, Ltd., a New Mexico limited partnership.

NOTARY PUBLIC My Commission Expires: _____

IMPROVEMENTS CERTIFICATION:

This is to certify that the Subdivider has complied with Alternate No. 4 of Title 12-4-7 (J) (1) and Section 12-4-5(b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

DIRECTOR OF PUBLIC WORKS

DATE

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

CHAIRPERSON PLANNING COMMISSION

DATE

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Andiamo Subdivision has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

CITY CLERK

DATE

LAND SURVEYOR'S CERTIFICATION, I ROCKY L. MANGINI, a Professional Land Surveyor registered in the State of Colorado, hereby certify to W L Enterprises, Ltd., a New Mexico limited partnership, that a survey of the above described premises was conducted under my responsible charge in March 2022 and that this plat of Andiamo Subdivision, complies with the requirements of Plats and maps as set forth in Section 38-33.3-209 et, seq, C.R.S. 1992 and with the minimum standards for Land Survey and Plats as set forth in Section 38-51-106 et. seq. C.R.S. 1994.

ROCKY L. MANGINI
PROFESSIONAL LAND SURVEYOR NO. 16128

DATE

Notice is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the roads, park, and other public improvements for maintenance by the City. Until such roads and other parks and public improvements meet the requirements, standards and specifications of the City, its subdivision ordinance and where appropriate, its Park & Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction, and all other matters pertaining to or affecting said roads, parks and other public improvements and right-of-way are the sole responsibility of the Subdivider or any subsequent owners of the land within this subdivision, et;

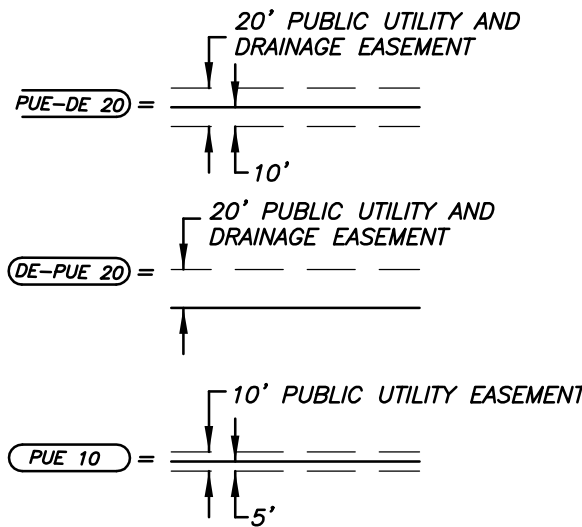
NOTES:

- A search for recorded rights of way and easements was done by Fidelity National Title Insurance Company, File 320-F07774-23 with an Effective date of June 23, 2023 at 12:00AM.
- All distances shown hereon are in U.S. feet.
- Bearings based on the centerline of Elizabeth Street monumented on both ends with a No 6 rebar with a 2 1/2" aluminum in cast iron monument box cap PLS 16128 to bear N 15°08'15"E based on the Colorado State Plane Coordinate System South Zone, utilizing National Geodetic Survey Control Monuments JK1355 and JK0064, with all bearings contained herein being relative thereto.
- Distances shown hereon, except as noted, are ground distances. The combination factor for this plat is 1.000251300. 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 Plane Coordinate System of 1983 South Zone on the North American Datum of 1983. The NGS Control Monuments used for this survey are JK1355 and JK0064. Coordinates shown hereon, except as noted, are ground coordinates.
- PROPERTY MAY BE SUBJECT TO** : (As numbered within the title policy)
- All taxes and assessments now due or payable.
- RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED SEPTEMBER 17, 1885 IN BOOK 49 AT PAGE 202 AND BOOK 49 AT PAGE 203.
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED APRIL 05, 1937 IN BOOK 836 AT PAGE 108 at RECEPTION NO. 567830. NOTE: PARTIAL RELEASE IN CONNECTION WITH SAID EASEMENT RECORDED DECEMBER 10, 2003 UNDER RECEPTION NO. 1540917 AND RECEPTION NO. 1540918.
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AND EASEMENT RECORDED OCTOBER 10, 1952 IN BOOK 1194 AT PAGE 497 AT RECEPTION NO. 922083. ASSIGNMENT RECORDED JUNE 09, 1972 IN BOOK 1721 AT PAGE 17 AT RECEPTION NO. 429152. NOTE: QUITCLAIM DEED IN CONNECTION WITH SAID EASEMENT RECORDED DECEMBER 17, 2003 UNDER RECEPTION NO. 1542101. NOTE: RELEASE OF EASEMENT IN CONNECTION WITH SAID EASEMENT RECORDED MAY 13, 2022 UNDER RECEPTION NO. 2276932.
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED JUNE 11, 1956 IN BOOK 1300 AT PAGE 223 AT RECEPTION NO. 16015.
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED FEBRUARY 07, 1964 IN BOOK 1537 AT PAGE 757 AT RECEPTION NO. 246908.
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ACCESS AND WATER MAIN EASEMENT RECORDED MAY 16, 1996 IN BOOK 2892 AT PAGE 84 AT RECEPTION NO. 1121814.
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS OF EASEMENT AND RIGHT OF WAY RECORDED MAY 16, 1996 IN BOOK 2892 AT PAGE 87 AT RECEPTION NO. 1121816.
- Easement and Right of Way recorded November 8, 2001 at Reception No. 1410528.
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT FOR UNDERGROUND ELECTRIC & COMMUNICATIONS LINES RECORDED DECEMBER 17, 2003 UNDER RECEPTION NO. 1542105.
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF WATER MAIN ASSESSMENT RECORDED JULY 21, 2004 UNDER RECEPTION NO. 1576453.
- THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 13, 2002, UNDER RECEPTION NO. 1474320 AND NOTICE RECORDED JANUARY 4, 2010 UNDER RECEPTION NO. 1829179.
- THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1829096.
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION RECORDED JUNE 05, 2013 UNDER RECEPTION NO. 1944908.
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AND RIGHT OF WAY RECORDED JANUARY 29, 2021 UNDER RECEPTION NO. 2210713.
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF WATER MAIN ASSESSMENT RECORDED JULY 14, 2022 UNDER RECEPTION NO. 2284257.
- Rights of Way for Dillon Drive on the North and for Outlook Boulevard on the East and for Wills Boulevard on the South as they exist.

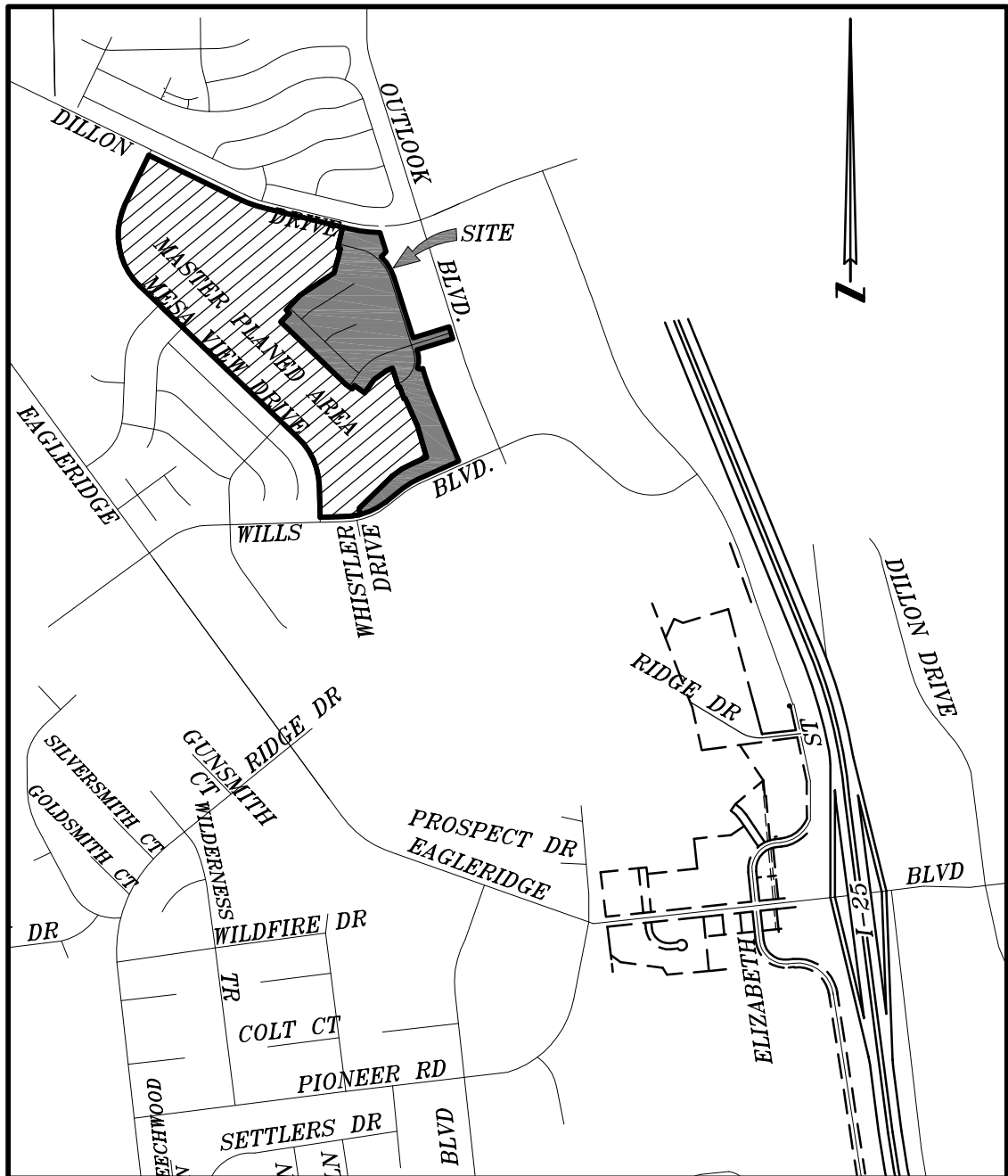
NOTICE : According to C.R.S. 13-80-105, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certificate shown hereon.

BENCH MARK
TRIANGLE ON CURB HEAD,
SOUTH END RADIUS AT SW CORNER
OF INTERSECTION OF RIDGE DRIVE
AND ELIZABETH STREET
ELEVATION = 4867.49
CITY OF PUEBLO DATUM

EASEMENT LEGEND



EXISTING ZONE DISTRICT
A-1 AGRICULTURAL



VICINITY MAP
(NOT TO SCALE)

#	DATE	REVISIONS (COMMENTS)	CHECKED BY
1	10-22-24	Revised plot wording	
2	10-29-24	Revised plot wording & Sht. 1 & 2	

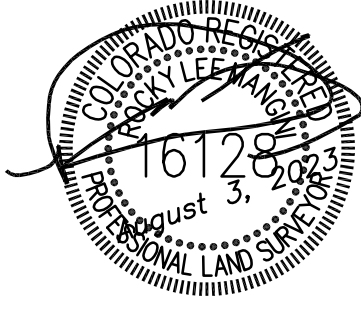
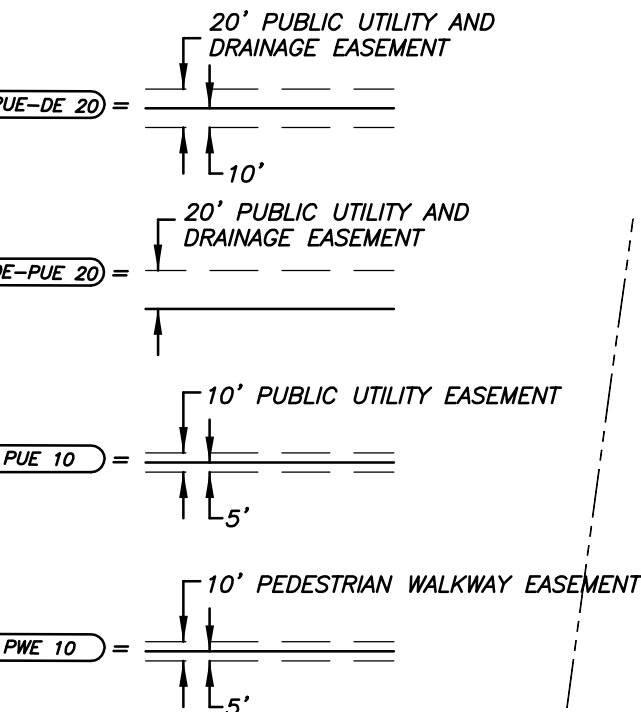
Mangini & Associates Inc.	
Professional Engineers and Professional Land Surveyors P.O. Box 8505 — Pueblo, CO 81008 (719) 544-0865 Fax (719) 676-2853	
OWNER/TITLE: W.L. ENTERPRISES INC. JOB DESCRIPTION: ANDIAMO SUBDIVISION	
DETAILED BY: RLM	DATE: JULY 06, 2023
JOB NUMBER: 2021-092	SCALE: 1" = 100'
FILE NAME: 2021-092	SHEET NO.
REF JOB NO.:	1 OF 2

ANDIAMO SUBDIVISION

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 1 AND THE SE 1/4 OF SECTION 2 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 11 AND THE NW 1/4 OF THE NW 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

BENCH MARK
TRIANGLE ON CURB HEAD,
SOUTH END RADIUS AT SW CORNER
OF INTERSECTION OF RIDGE DRIVE
AND ELIZABETH STREET
ELEVATION = 4867.49
CITY OF PUEBLO DATUM

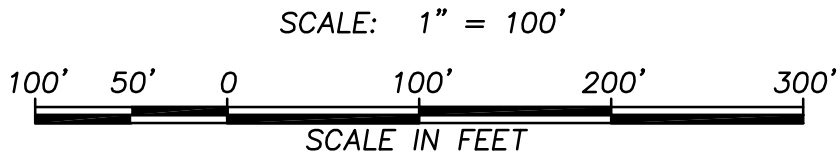
EASEMENT LEGEND



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	11.04'	460.00'	01°22'31"
C2	NOT USED		
C3	241.65'	1100.00'	12°35'13"
C4	19.89'	170.00'	06°42'07"
C5	49.26'	430.00'	06°33'51"
C6	76.73'	430.00'	10°13'28"
C7	76.73'	430.00'	10°13'27"
C8	74.08'	430.00'	09°52'13"
C9	23.39'	200.00'	06°42'07"
C10	26.90'	230.00'	06°42'07"
C11	95.84'	490.00'	11°12'23"
C12	44.00'	490.00'	05°08'40"
C13	53.09'	490.00'	06°13'10"
C14	50.60'	490.00'	06°55'02"
C15	30.02'	490.00'	03°30'36"
C16	NOT USED		
C17	83.10'	200.00'	23°48'21"
C18	95.56'	230.00'	23°48'21"
C19	70.63'	170.00'	23°48'21"
C20	57.51'	230.00'	14°16'33"
C21	38.26'	230.00'	09°31'48"
C22	NOT USED		
C23	67.89'	52.00'	74°48'13"
C24	58.96'	52.00'	64°57'53"
C25	43.11'	52.00'	47°30'00"
C26	49.70'	52.00'	54°45'56"
C27	55.42'	230.00'	13°48'21"
C28	40.96'	170.00'	13°48'21"
C29	48.19'	200.00'	13°48'21"
C30	51.52'	230.00'	12°50'03"
C31	3.90'	230.00'	00°58'18"
C32	5.04'	52.00'	05°33'10"
C33	62.67'	52.00'	69°03'18"
C34	37.36'	52.00'	41°09'43"
C35	38.71'	52.00'	42°39'25"
C36	38.27'	52.00'	42°10'01"
C37	34.62'	52.00'	38°08'46"
C38	46.10'	52.00'	50°47'29"
C39	65.60'	320.00'	26°01'12"
C40	78.94'	320.00'	23°34'54"
C41	78.94'	320.00'	02°26'18"
C42	78.94'	320.00'	23°48'21"
C43	27.26'	320.00'	23°48'21"
C44	34.99'	380.00'	23°48'21"
C45	60.97'	380.00'	09°11'33"
C46	99.80'	380.00'	15°02'51"
C47	195.76'	380.00'	29°30'57"
C48	8.22'	1100.00'	00°25'42"
C49	68.96'	1100.00'	03°35'31"
C50	76.00'	1100.00'	03°57'31"
C51	88.47'	1100.00'	04°36'29"
C52	28.43'	525.00'	26°01'15"
C53	NOT USED		
C54	157.92'	605.00'	14°57'19"
C55	192.11'	736.00'	14°57'19"
C56	138.43'	230.00'	34°29'07"
C57	45.29'	170.00'	15°15'56"
C58	78.06'	170.00'	26°18'36"
C59	72.55'	170.00'	24°27'06"
C60	71.13'	170.00'	23°58'22"
C61	66.51'	230.00'	16°34'04"
C62	58.23'	230.00'	14°30'22"
C63	30.02'	230.00'	07°28'43"
C64	58.23'	230.00'	14°30'21"
C65	9.86'	230.00'	02°27'33"
C66	81.45'	2850.00'	01°38'15"
C67	44.02'	2850.00'	00°53'06"

LINE TABLE			
LINE	LENGTH	BEARING	
L1	11.06'	S 65°54'43"W	
L2	101.59'	N 19°53'36"W	
L3	160.22'	N 17°26'13"W	
L4	56.72'	S 66°17'52"W	
L5	129.93'	S 35°40'48"W	
L6	100.00'	N 54°19'12"W	
L7	32.11'	S 35°40'48"W	
L8	35.97'	N 46°14'34"W	
L9	100.77'	N 13°31'53"E	
L10	3.30'	S 76°28'07"E	
L11	100.00'	N 13°31'53"E	
L12	23.02'	N 76°28'07"W	
L13	60.68'	S 76°28'07"E	
L14	24.23'	N 35°40'48"E	
L15	60.00'	N 54°19'12"W	
L16	27.39'	N 52°56'41"W	
L17	15.46'	N 46°14'34"W	
L18	27.73'	N 52°56'41"W	
L19	4.40'	N 72°33'47"E	
L20	25.00'	N 22°26'13"W	
L21	56.81'	N 52°56'41"W	
L22	37.19'	N 43°45'26"E	
L23	7.19'	N 43°45'26"E	
L24	169.12'	S 17°26'13"E	
L25	NOT USED		
L26	NOT USED		
L27	23.00'	N 43°45'26"E	
L28	28.59'	N 61°34'01"E	
L29	27.59'	N 67°33'47"E	
L30	22.21'	N 72°33'47"E	
L31	25.00'	N 31°58'01"W	
L32	12.42'	N 43°45'26"E	
L33	42.42'	N 43°45'26"E	
L34	24.73'	N 57°33'47"E	
L35	10.00'	N 34°40'11"W	
L36	4.02'	N 63°26'10"W	
L37	7.92'	N 76°28'07"W	
L38	9.67'	N 43°45'26"E	
L39	11.23'	N 76°28'07"W	
L40	29.34'	N 76°28'07"W	
L41	56.67'	S 43°02'50"W	
L42	167.94'	S 51°18'23"W	
L43	50.50'	N 01°33'34"W	
L44	44.21'	N 72°33'47"E	
L45	52.15'	N 17°26'13"W	
L46	21.54'	N 23°44'18"W	
L47	32.07'	N 72°33'47"E	
L48	NOT USED		
L49	NOT USED		
L50	25.00'	N 72°57'06"W	
L51	19.81'	N 72°33'47"E	
L52	60.18'	N 17°26'13"W	
L53	20.00'	S 17°26'13"E	

RADIAL BEARINGS	
BEARING NO.	RADIAL BEARING
R1	N 13°06'11"E
R2	N 09°30'40"E
R3	N 05°33'09"E
R4	N 00°56'40"E
R5	N 87°12'02"E
R6	N 22°19'43"E
R7	N 16°46'33"E
R8	N 32°19'43"E
R9	S 77°12'09"E
R10	S 46°26'04"E
R11	S 38°13'41"E
R12	S 20°56'49"E
R13	NOT USED



(P) = PLAT DIMENSION (EAGLERIDGE ESTATES, RECEPTION NO. 1410522)
- NVA = NO VEHICULAR ACCESS

#	DATE	REVISIONS (COMMENTS)	CHECKED BY
1	12-29-23	Revise Plat Boundary and Lots	

Mangini & Associates Inc.
Professional Engineers and Professional Land Surveyors
P.O. Box 8505 - Pueblo, CO 81008
(719) 544-0865 Fax (719) 676-2853

OWNER/TITLE: W.L. ENTERPRISES INC.
JOB DESCRIPTION: ANDIAMO SUBDIVISION

DETAILED BY: RLM
JOB NUMBER: 2021-092
FILE NAME: 2021-092
REF JOB NO.:

DATE: JULY 06, 2023
SCALE: 1" = 100'
SHEET NO. 2 OF 2

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday November 13, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:36 PM with Vice Chair Avalos presiding.

Commissioners Present: Patrick Avalos, Lisa Bailey, Chris Pasternak, Cheryl Spinuzzi, and Regina Maestri

Commissioners Absent: Mike Castellucci and Alexandra Aznar.

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Mikaylin Hackley, Planner; Hannah Prinzi, Planner.

Staff Members Absent:

Approval of the Agenda: Bailey motioned to move Z-23-09 to the December 11, 2024 meeting and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 5-0

Public Hearings

4. S-23-07 Subdivision: Andiamo Subdivision of 25.994 acres into single-family residential lots and a parcel. Generally located south of Dillon Dr. and west of Outlook Blvd. Staff report by Mikaylin Hackley, Planner. *Continue from October 9, 2024*

Hearing: Applicant Rocky Mangini and Leah Willey were sworn in and spoke in support of the application. Joe Martellaro, Associate Engineer II, Public Works provided information and answered questions. No one appeared in opposition.

Commission Action: Bailey moved to recommend the subdivision application to City Council with conditions, seconded by Maestri.

Motion Passed: 5-0



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-23-07 Andiamo Subivision

DATE: January 24, 2025

Please place the above referenced submittals on the City Council Agenda.

S-23-07

TO: City of Pueblo, Planning and Zoning Commission
FROM: Mikaylin Hackley, Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
DATE: November 13, 2024
SUBJECT: Andiamo Subdivision
APPLICANT: Leah Willey
PROPERTY OWNER: WL Enterprises LTD
LOCATION: Generally located south of Dillon Drive and west of Outlook Blvd
EXISTING ZONE: A-1, Agricultural One District
Proposed R-2, Single-Family Residential District

CONCURRENT REQUESTS: Z-23-10, Rezone from A-1, Agricultural One District to R-2, Single-Family Residential District

REQUEST:

The applicant is requesting to subdivide 25.994-acres into single-family residential lots, a drainage and detention parcel, and a parcel for sports and other athletic amenities.

STAFF REVIEW AND FINDINGS:

The subject property is located west of Outlook Blvd and south of Dillon Dr, with a mix of established housing and subdivided single-family residential lots to the north, west, and south of the property and a commercial shopping district to the east. The proposed subdivision furthers the goals of the 2022 Future Land Use plan by establishing a suburban neighborhood with low-density housing.

The subject property falls under the jurisdiction of the Outlook West Master Plan, which includes a traffic plan that establishes intended roadway connections and classifications for the surrounding area. The master plan shows a Collector-level road extending through the proposed subdivision from Outlook Blvd to Mesa View Dr. Collector roads must have a 60-80 foot width. The proposed Andiamo Dr. quickly narrows from a 100-foot width to 60-foot width; future subdivision requests in this area between Outlook and Mesa View must continue extending Andiamo Dr. while maintaining the 60–80-foot Collector width until it connects with Mesa View Dr. Should any future subdivision applications propose a different alignment, the Outlook West Master Plan would have to be revised and approved through the Planning and Zoning Commission.

Park requirements for this subdivision were met in 2007; WL deeded a park site of 33.3 acres to the northwest of the subject property (see supporting documents) to the City for a future regional park. The 33.3-acre park dedication meets all park dedication requirements for the residential developments planned in the Outlook West Master Plan. A school site to the southwest has also already been dedicated to the city.

Based on these findings and the comments below on site character, neighborhood compatibility, compliance with the 2022 Comprehensive Plan, and ability to comply with the Single-Family Residential (R-2) Zone District standards, staff

recommends that the Planning and Zoning Commission makes the necessary findings of fact to recommend this subdivision for approval 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.

ANALYSIS:

The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, November 6, 2024.
Plat Deficiencies:	None
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	• Provide an easement document to the City to establish an emergency secondary access road. • Dillon Dr. must be designated “NVA,” no vehicular access, on the plat. • The plat dedication language reading, “All of the streets, easements for public utilities, pedestrian and drainage shown heron are hereby dedicated to the city for the perpetual use of the public...” shall be amended to read, “All of the streets, easements for public utilities, pedestrian and drainage shown heron are hereby dedicated to the public for perpetual use...” • The plat dedication language reading, “and the owners within the remaining (id masterplan) area” shall be deleted. • The plat language “and the owners of the following property to be served by the drainage facility in Parcel B... Two parcels of land consisting of 5.83 acres and 6.42 acres located east of the eastern boundary line of Andiamo Subdivision and westerly right of way line of said Outlook Boulevard” shall be deleted. • The plat language “Parcel B in its entirety is subject to the easements shown thereon” shall be deleted.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

☐ **Site Character:**

The subject property is unimproved.

☐ **Neighborhood Compatibility:**

North	R-7, Mobile Home Residential District, developed with mobile homes
East	R-2U, Single-Family Residential District, partially developed with single-family homes

South R-2U, Single-Family Residential District, partially developed
with single-family homes

West S-1, Government Use District, developed with CDOT
headquarters building

❑ **Comprehensive Plan Compliance:**

The area to be rezoned is designated as “Suburban Residential” by the Pueblo Regional Comprehensive Plan, 2022. According to the Comprehensive Plan, Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types. New neighborhoods should be designed with a mix of housing types and pedestrian and bicycle connectivity should be provided within and between neighborhoods. The recommended density for Suburban Neighborhoods is two or five units per acre.

The proposed Andiamo subdivision creates 73 single-family residential lots, a 4.8-acre parcel for drainage and detention, and a 1.9 parcel for sports and other athletic amenities. The proposed subdivision is consistent with the Pueblo Regional Comprehensive Plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

❑ **Minimum lot size and width:**

- The 73 proposed single-family lots meet the minimum 50-foot lot width for the R-2 Zone District with all lots being greater than or equal to 50 feet in width.
- All lots are greater than or equal to the minimum 5,000 square feet for the R-2 Zone District.

REFERRAL AGENCIES AND COMMENTS:

• City Public Works	No comment
• City Transportation	See Department of Transportation Memo in attachments
• City Law Department	No comment
• Pueblo Regional Building Department	No comment
• City Fire Department	No comment
• City Wastewater	No comment
• City Stormwater	No comment
• City Parks and Recreation Department	No comment
• Xcel Energy	No comment
• Black Hills Energy	No comment
• CDOT	No comment

ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photos
- E. Future School and Park Sites
- F. Plat
- G. SRC Memo; November 6, 2024
- H. Department of Transportation Memo
- I. Subdivision Application
- J. Park and School Site Deeds

A. Aerial Photo



B. Zoning Map



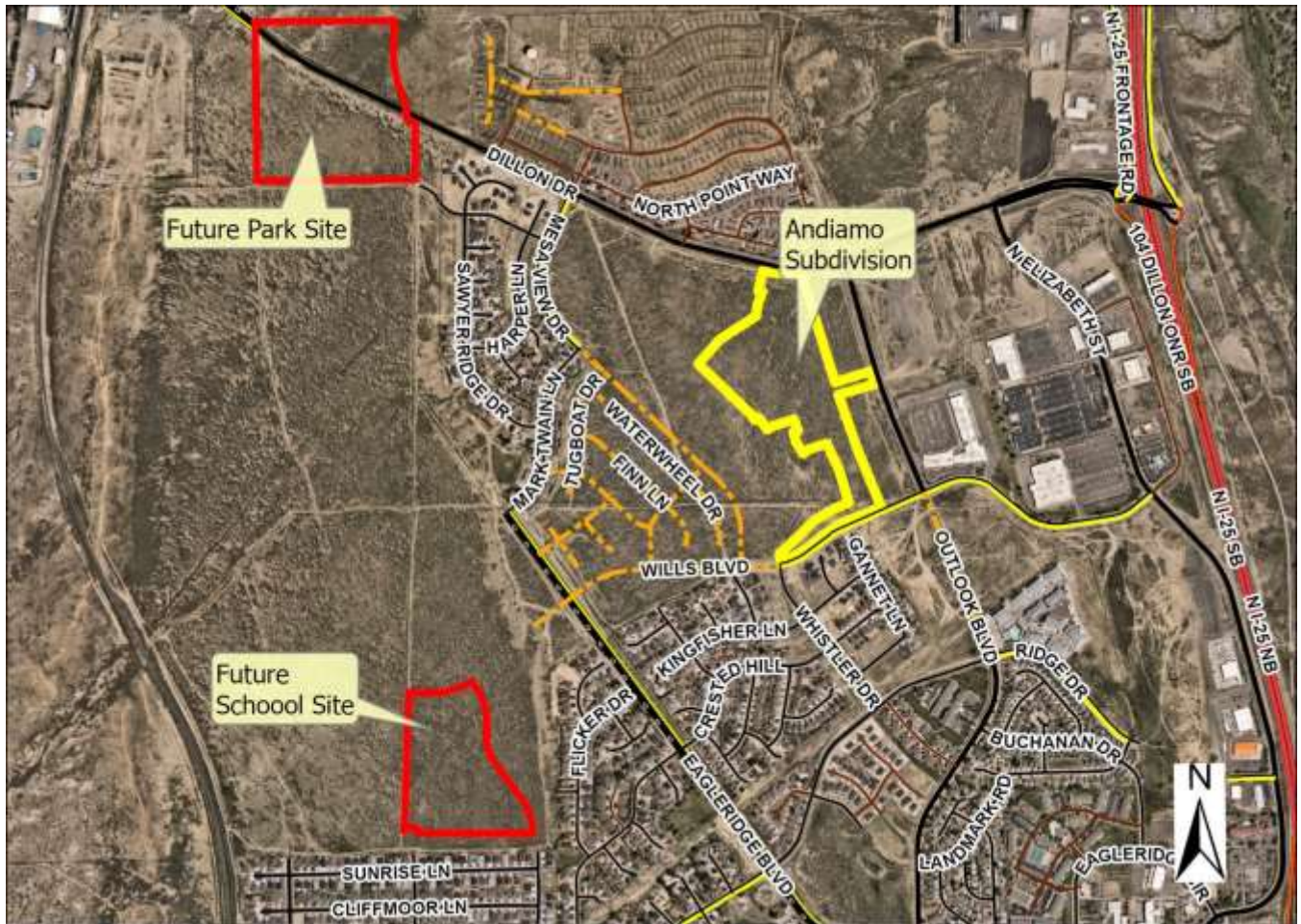
C. Comprehensive Plan Map



D. Site Photo & Public Notic



E. Supporting Documents



ANDIAMO SUBDIVISION

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 1 AND THE SE ¼ OF SECTION 2 AND THE NE ¼ OF THE NE ¼ OF SECTION 11 AND THE NW ¼ OF THE NW ¼ OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

KNOW ALL MEN BY THESE PRESENT: that W L Enterprises, Ltd., a New Mexico limited partnership being the sole owner of the following described parcels of land:

A parcel of land located within a portion of the SW ¼ of the SW ¼ of Section 1 and the SE ¼ of Section 2 and the NE ¼ of the NE ¼ of Section 11 and the NW ¼ of the NW ¼ of Section 12, Township 20 South, Range 65 West of the Sixth Principal Meridian. City of Pueblo, County of Pueblo, State of Colorado, being more particularly described as follows.

COMMENCING at the intersection of the westerly right of way line of Outlook Boulevard and the southerly right of way line of Dillon Drive; thence along the arc of a curve to the right whose center bears N 14°59'41"W (bearing based on the line between NGS control monument JK0064 monumented with a brass cap in concrete stamped "B4 1925" and NGS control monument JK 1355 monumented with a brass cap in concrete stamped "9723 1983 USC" to bear N 45°07'02"W) and having a central angle of 15°56'21" and a radius of 1100.00 feet a distance of 306.01 feet to the **TRUE POINT OF BEGINNING**; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 159.12 feet; thence S 43°02'50"W, a distance of 56.67 feet; thence along the arc of a non-tangent curve to the right whose center bears S 43°02'50"W and having a central angle of 29°30'57" and a radius of 380.00 feet, a distance of 195.76 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 506.94 feet; thence N 72°33'47"E, a distance of 300.00 feet to a point on the said westerly right of way line of Outlook Boulevard; thence S 17°26'13"E along the said westerly right of way line of Outlook Boulevard, a distance of 100.00 feet; thence S 72°33'47"W, a distance of 300.00 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 10.00 feet; thence along the arc of a curve to the right having a central angle of 34°29'07" and a radius of 230.00 feet a distance of 138.43 feet; thence S 72°57'06"E, a distance of 25.00 feet; thence N 72°33'47"E, a distance of 19.81 feet; thence southerly and parallel to the said westerly right of way line of Outlook Boulevard the following three (3) courses;

1. S 17°26'13"E, a distance of 60.18 feet;
2. Along the arc of a curve to the left having a central angle of 05°07'28" and a radius of 2850.00 feet, a distance of 254.90 feet;
3. S 22°33'41"E, a distance of 479.03 feet to a point on the northerly right of way line of Wills Boulevard.

thence westerly along said northerly right of way line of Wills Boulevard the following four (4) courses;

1. S 66°15'42"W, a distance of 344.55 feet;
2. Along the arc of a curve to the left having a central angle of 14°57'19" and a radius of 605.00, a distance of 157.92 feet;
3. S 51°18'23"W, a distance of 167.94 feet;
4. Along the arc of a curve to the right having a central angle of 26°01'15" and a radius of 525.00 feet, a distance of 238.43 feet;

thence N 01°33'34"W, a distance of 50.50 feet; thence N 45°28'50"E, a distance of 369.68 feet; thence along the arc of an non-tangent curve to the right whose center bears S 38°41'37"E and having a central angle of 14°57'19" and a radius of 736.00, a distance of 192.11 feet; thence N 66°15'42"E, a distance of 120.44 feet; thence N 16°18'28"W, a distance of 262.22 feet; thence N 23°54'07"W, a distance of 239.98 feet; thence S 65°54'43"W, a distance of 11.06 feet; thence N 19°53'36"W, a distance of 101.59 feet; thence along the arc of a non-tangent curve to the right whose center bears N 19°53'36"W and having a central angle of 02°27'33" and a radius of 230.00 feet, a distance of 9.86 feet; thence N 17°26'13"W, a distance of 160.22 feet; thence S 66°17'52"W, a distance of 56.72 feet; thence S 52°02'38"W, a distance of 117.39 feet; thence S 35°40'48"W, a distance of 129.93 feet; thence N 54°19'12"W, a distance of 100.00 feet; thence S 35°40'48"W, a distance of 32.11 feet; thence N 54°19'12"W, a distance of 60.00 feet; thence N 46°14'34"W, a distance of 720.61 feet; thence N 43°45'26"E, a distance of 100.00 feet; thence N 46°14'34"W, a distance of 35.97 feet; thence N 43°45'26"E, a distance of 160.00 feet; thence N 56°43'55"E, a distance of 327.42 feet; thence N 13°31'53"E, a distance of 100.77 feet; thence S 76°28'07"E, a distance of 3.30 feet; thence N 13°31'53"E, a distance of 100.00 feet; thence N 76°28'07"W, a distance of 23.02 feet; Thence N 13°31'53"E, a distance of 170.00 feet to a point on the said southerly right of way line of Dillon Drive; thence easterly along the said southerly right of way line of Dillon Drive the following two (2) courses;

1. S 76°28'07"E, a distance of 60.68 feet;
2. Along the arc of a curve to the left having a central angle of 12°35'13" and a radius of 1100.00 feet, a distance of 241.65 feet to the **TRUE POINT OF BEGINNING**.

Said parcel contains 25.116 acres, more or less.

Has caused the foregoing described property to be surveyed, platted and subdivided into two (2) parcels and Seventy Six (76) lots, blocks and has shown hereon certain easements for Public Utilities, Drainage and pedestrian 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 Andiamo Subdivision.

"All of the streets, easements for public utilities, pedestrian and drainage shown hereon are hereby dedicated to the city for the perpetual use of the public, with respect to all easements for city utilities including but not limited to sanitary, stormwater services and whether designated as a drainage easement, public utility easement or otherwise hereon. The City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said city utilities and to recover the costs thereof, plus an administrative charge of 15% from the owner(s) of the lots or parcels upon which the easements are located."

"Drainage facilities located within drainage easements and pedestrian walkways shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the stormwater facility maintenance agreement dated _____ and filed contemporaneously with the annexed plat."

"Parcel A is hereby reserved for sports and other athletic amenities for the sole use of the lot owners within the subdivision to be owned and maintained by all owners within the subdivision and the owners within the remaining (id masterplan) area.

"Parcel B is hereby reserved for drainage and detention to be owned and maintained by all owners within the subdivision and the owners of the following property to be served by the drainage facility in Parcel B according to the terms and conditions of the stormwater facilities maintenance agreement referenced herein:

Future filings of Andiamo Subdivision consisting of a total of 86.24 acres and described in its entirety as follows:

A parcel of land located within a portion of the SW ¼ of Section 1 and the S ½ of Section 2 and the NE ¼ of Section 11 and the NW ¼ of Section 12, Township 20 South, Range 65 West of the Sixth Principal Meridian, City of Pueblo, County of Pueblo, State of Colorado, being more particularly described as follows.

All that property bounded on the south by Wills Boulevard and on the west by Mesa View Drive and on the north by Dillon Drive and on the east by Outlook Boulevard;

EXCEPTING THEREFROM:

Those all those areas not served by the regional detention pond located within Parcel B, Andiamo Subdivision.

AND FURTHER EXCEPTING:

Two parcels of land consisting of 5.83 acres and 6.42 acres located east of the eastern boundary line of Andiamo Subdivision and westerly right of way line of said Outlook Boulevard.

Parcel B in its entirety is subject to the easements shown thereon."

Parcel C is hereby dedicated to the City of Pueblo for the purposes of drainage and subject to the below notice pertaining to acceptance of public facilities.

The depth of sanitary sewer lines within this subdivision is conducive to the construction of basements on all lots.

"A formal environmental assessment for this subdivision has not been performed; however, to the best of the undersigned owner's knowledge, information, and belief, there are no known hazardous substances present within this subdivision."

In witness whereof the following have set their hand:

W L ENTERPRISES, LTD., A NEW MEXICO
LIMITED PARTNERSHIP
BY: DEE ROGERS-BROWN, PROJECT MANAGER

DATE

STATE OF COLORADO)
S.S.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Dee Rogers-Brown, Project Manager of W L Enterprises, Ltd., a New Mexico limited partnership.

NOTARY PUBLIC My Commission Expires: _____

IMPROVEMENTS CERTIFICATION:
This is to certify that the Subdivider has complied with Alternate No. 4 of Title 12-4-7 (I) (1) and Section 12-4-5(b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

DIRECTOR OF PUBLIC WORKS DATE

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

CHAIRPERSON PLANNING COMMISSION DATE

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Andiamo Subdivision has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

CITY CLERK DATE

LAND SURVEYOR'S CERTIFICATION: I, ROCKY L. MANGINI, a Professional Land Surveyor registered in the State of Colorado, hereby certify to W L Enterprises, Ltd., a New Mexico limited partnership, that a survey of the above described premises was conducted under my responsible charge in March 2016 and that this plat of Andiamo Subdivision, complies with the requirements of Plats and maps as set forth in Section 38-33-3-209 et, seq. C.R.S. 1992 and with the minimum standards for Land Survey and Plats as set forth in Section 38-51-106 et. seq. C.R.S. 1994.

ROCKY L. MANGINI
PROFESSIONAL LAND SURVEYOR NO. 16128

DATE

Notice is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the roads, park, and other public improvements for maintenance by the City. Until such roads and other parks and public improvements meet the requirements, standards and specifications of the City, its subdivision ordinance and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction, and all other matters pertaining to or affecting said roads, parks and other public improvements and right-of-way are the sole responsibility of the Subdivider or any subsequent owners of the land within this subdivision, et;

NOTES:

1. A search for recorded rights of way and easements was done by Fidelity National Title Insurance Company, File 320-F07774-23 with an Effective date of June 23, 2023 at 12:00AM.
2. All distances shown hereon are in U.S. feet.
3. Bearings based on the centerline of Elizabeth Street monumented on both ends with a No.6 rebar with a 2 1/2" aluminum in cast iron monument box cap PLS 16128 to bear N 15°08'15"E based on the Colorado State Plane Coordinate System South Zone, utilizing National Geodetic Survey Control Monuments JK1355 and JK0064, with all bearings contained herein being relative thereto.
4. Distances shown hereon, except as noted, are ground distances. The combination factor for this plat is 1.000251300. 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 Plane Coordinate System of 1983 South Zone on the North American Datum of 1983. The NGS Control Monuments used for this survey are JK1355 and JK0064. Coordinates shown hereon, except as noted, are ground coordinates.

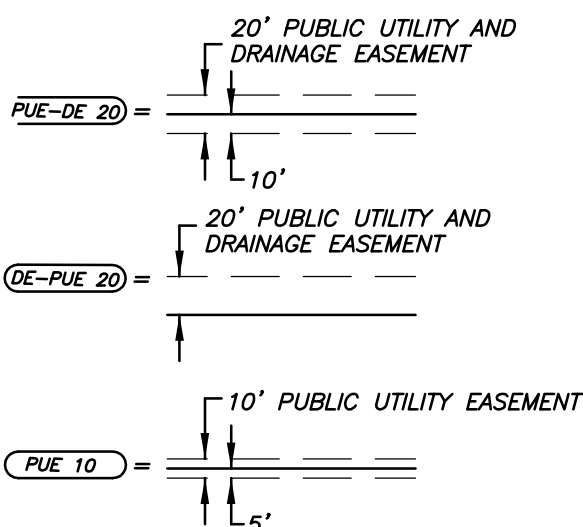
PROPERTY MAY BE SUBJECT TO : (As numbered within the title policy)

1. All taxes and assessments now due or payable.
2. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED SEPTEMBER 17, 1885 IN BOOK 49 AT PAGE 202 AND BOOK 49 AT PAGE 203.
3. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED APRIL 05, 1937 IN BOOK 836 AT PAGE 108 at RECEPTION NO. 567830. NOTE: PARTIAL RELEASE IN CONNECTION WITH SAID EASEMENT RECORDED DECEMBER 10, 2003 UNDER RECEPTION NO. 1540917 AND RECEPTION NO. 1540918.
4. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AND EASEMENT RECORDED OCTOBER 10, 1952 IN BOOK 1194 AT PAGE 497 AT RECEPTION NO. 922083. ASSIGNMENT RECORDED JUNE 09, 1972 IN BOOK 1721 AT PAGE 17 AT RECEPTION NO. 429152. NOTE: QUITCLAIM DEED IN CONNECTION WITH SAID EASEMENT RECORDED DECEMBER 17, 2003 UNDER RECEPTION NO. 1542101. NOTE: RELEASE OF EASEMENT IN CONNECTION WITH SAID EASEMENT RECORDED MAY 13, 2022 UNDER RECEPTION NO. 2276932.
5. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED JUNE 11, 1956 IN BOOK 1300 AT PAGE 223 AT RECEPTION NO. 16015.
6. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED FEBRUARY 07, 1964 IN BOOK 1537 AT PAGE 757 AT RECEPTION NO. 246908.
7. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ACCESS AND WATER MAIN EASEMENT RECORDED MAY 16, 1996 IN BOOK 2892 AT PAGE 84 AT RECEPTION NO. 1121814.
8. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS OF EASEMENT AND RIGHT OF WAY RECORDED MAY 16, 1996 IN BOOK 2892 AT PAGE 87 AT RECEPTION NO. 1121816.
9. Easement and Right of Way recorded November 8, 2001 at Reception No. 1410528.
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT FOR UNDERGROUND ELECTRIC & COMMUNICATIONS LINES RECORDED DECEMBER 17, 2003 UNDER RECEPTION NO. 1542105.
11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF WATER MAIN ASSESSMENT RECORDED JULY 21, 2004 UNDER RECEPTION NO. 1576453.
12. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 13, 2002, UNDER RECEPTION NO. 1474320 AND NOTICE RECORDED JANUARY 4, 2010 UNDER RECEPTION NO. 1829179.
13. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1829096.
14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION RECORDED JUNE 05, 2013 UNDER RECEPTION NO. 1944908.
15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AND RIGHT OF WAY RECORDED JANUARY 29, 2021 UNDER RECEPTION NO. 2210713.
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF WATER MAIN ASSESSMENT RECORDED JULY 14, 2022 UNDER RECEPTION NO. 2284257.
17. Rights of Way for Dillon Drive on the North and for Outlook Boulevard on the East and for Wills Boulevard on the South as they exist.

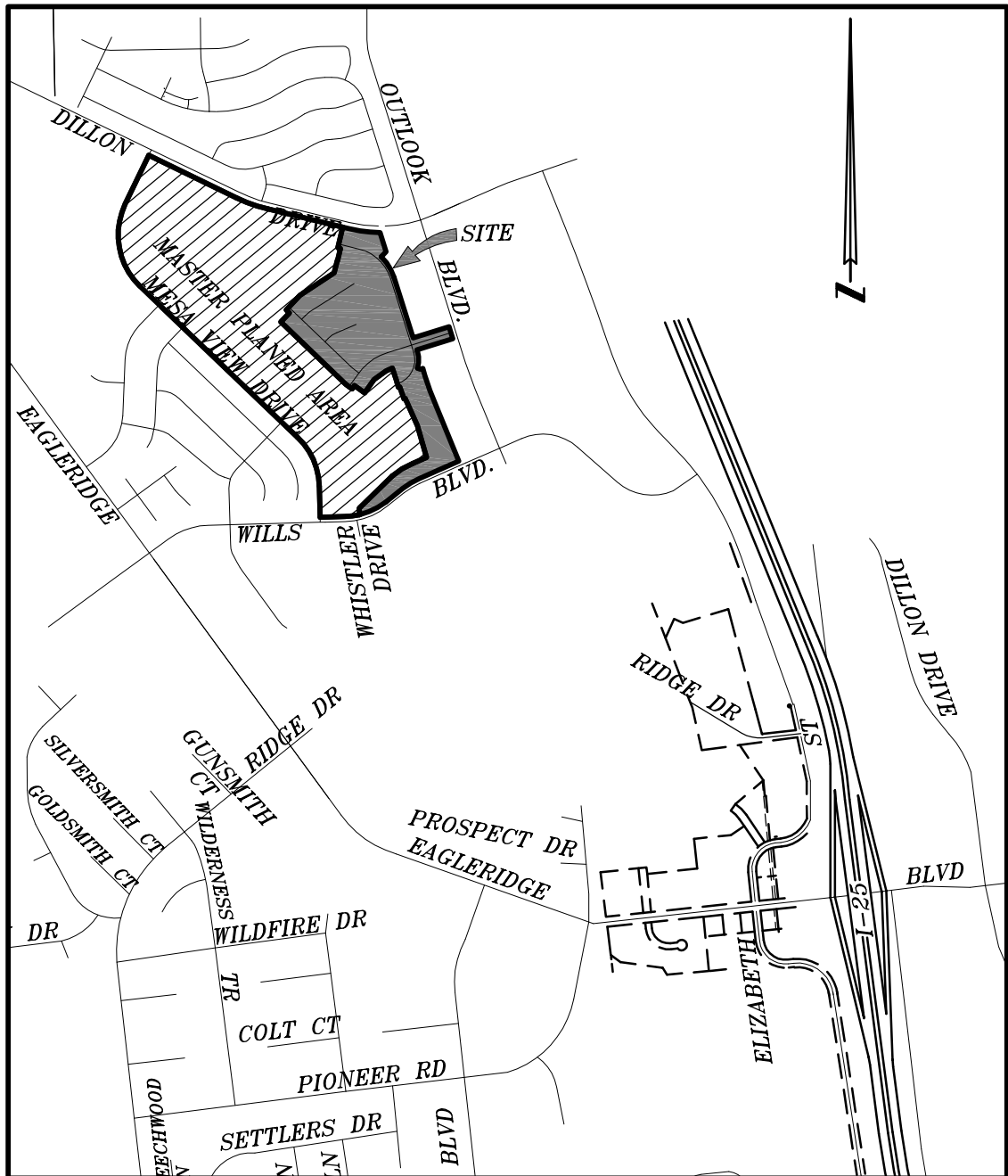
NOTICE : According to C.R.S. 13-80-105, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certificate shown hereon.

BENCH MARK
TRIANGLE ON CURB HEAD,
SOUTH END RADIUS AT SW CORNER
OF INTERSECTION OF RIDGE DRIVE
AND ELIZABETH STREET
ELEVATION = 4867.49
CITY OF PUEBLO DATUM

EASEMENT LEGEND



EXISTING ZONE DISTRICT
A-1 AGRICULTURAL



VICINITY MAP
(NOT TO SCALE)

#	DATE	REVISIONS (COMMENTS)	CHECKED BY
1	10-22-24	Revised plot wording	
2	10-29-24	Revised plot wording & Sht. 1 & 2	

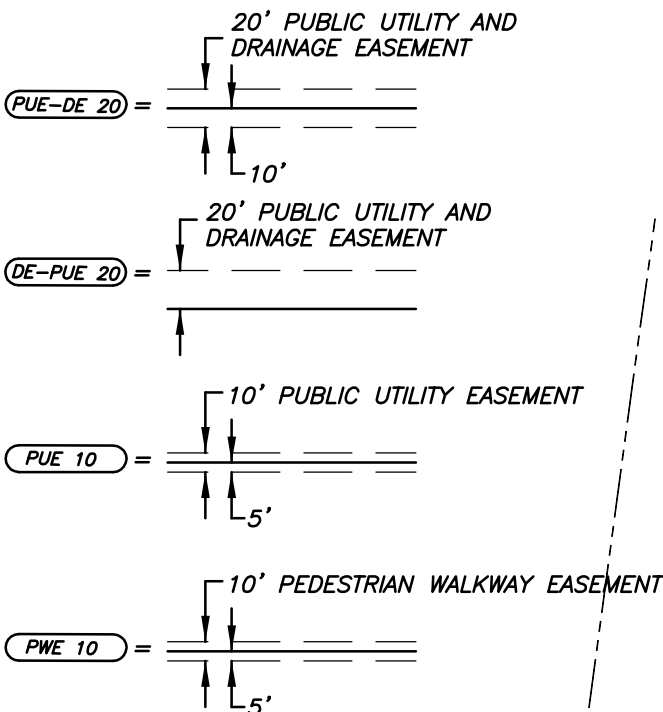
Mangini & Associates Inc. Professional Engineers and Professional Land Surveyors P.O. Box 8505 - Pueblo, CO 81008 (719) 544-0865 Fax (719) 676-2853	
OWNER/TITLE: W.L. ENTERPRISES INC. JOB DESCRIPTION: ANDIAMO SUBDIVISION	
DETAILED BY: RLM	DATE: JULY 06, 2023
JOB NUMBER: 2021-092	SCALE: 1" = 100'
FILE NAME: 2021-092	SHEET NO.
REF JOB NO.:	1 OF 2

ANDIAMO SUBDIVISION

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 1 AND THE SE 1/4 OF SECTION 2 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 11 AND THE NW 1/4 OF THE NW 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

BENCH MARK
TRIANGLE ON CURB HEAD,
SOUTH END RADIUS AT SW CORNER
OF INTERSECTION OF RIDGE DRIVE
AND ELIZABETH STREET
ELEVATION = 4867.49
CITY OF PUEBLO DATUM

EASEMENT LEGEND



CURVE TABLE

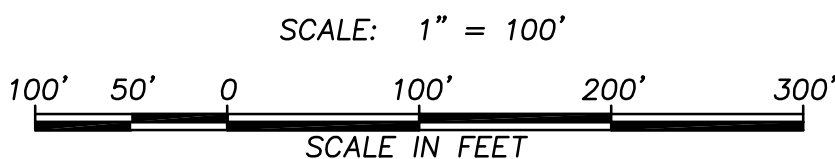
CURVE	LENGTH	RADIUS	DELTA
C1	11.04'	460.00'	01°22'31"
C2	NOT USED		
C3	241.65'	1100.00'	12°35'13"
C4	19.89'	170.00'	06°42'07"
C5	49.26'	430.00'	06°33'51"
C6	76.73'	430.00'	10°13'28"
C7	76.73'	430.00'	10°13'27"
C8	74.08'	430.00'	09°52'13"
C9	23.39'	200.00'	06°42'07"
C10	26.90'	230.00'	06°42'07"
C11	95.84'	490.00'	11°12'23"
C12	44.00'	490.00'	05°08'40"
C13	53.09'	490.00'	06°13'10"
C14	50.60'	490.00'	06°55'02"
C15	30.02'	490.00'	03°30'36"
C16	NOT USED		
C17	83.10'	200.00'	23°48'21"
C18	95.56'	230.00'	23°48'21"
C19	70.63'	170.00'	23°48'21"
C20	57.51'	230.00'	14°16'33"
C21	38.26'	230.00'	09°31'48"
C22	NOT USED		
C23	67.89'	52.00'	74°48'13"
C24	58.96'	52.00'	64°57'53"
C25	43.11'	52.00'	47°30'00"
C26	49.70'	52.00'	54°45'56"
C27	55.42'	230.00'	13°48'21"
C28	40.96'	170.00'	13°48'21"
C29	48.19'	200.00'	13°48'21"
C30	51.52'	230.00'	12°50'03"
C31	3.90'	230.00'	00°58'18"
C32	5.04'	52.00'	05°33'10"
C33	62.67'	52.00'	69°03'18"
C34	37.36'	52.00'	41°09'43"
C35	38.71'	52.00'	42°39'25"
C36	38.27'	52.00'	42°10'01"
C37	34.62'	52.00'	38°08'46"
C38	46.10'	52.00'	50°47'29"
C39	65.60'	320.00'	26°01'12"
C40	78.94'	320.00'	23°34'54"
C41	78.94'	320.00'	02°26'18"
C42	78.94'	320.00'	23°48'21"
C43	27.26'	320.00'	23°48'21"
C44	34.99'	380.00'	23°48'21"
C45	60.97'	380.00'	09°11'33"
C46	99.80'	380.00'	15°02'51"
C47	195.76'	380.00'	29°30'57"
C48	8.22'	1100.00'	00°25'42"
C49	68.96'	1100.00'	03°35'31"
C50	76.00'	1100.00'	03°57'31"
C51	88.47'	1100.00'	04°36'29"
C52	28.43'	525.00'	26°01'15"
C53	NOT USED		
C54	157.92'	605.00'	14°57'19"
C55	192.11'	736.00'	14°57'19"
C56	138.43'	230.00'	34°29'07"
C57	45.29'	170.00'	15°15'56"
C58	78.06'	170.00'	26°18'36"
C59	72.55'	170.00'	24°27'06"
C60	71.13'	170.00'	23°58'22"
C61	66.51'	230.00'	16°34'04"
C62	58.23'	230.00'	14°30'22"
C63	30.02'	230.00'	07°28'43"
C64	58.23'	230.00'	14°30'21"
C65	9.86'	230.00'	02°27'33"
C66	81.45'	2850.00'	01°38'15"
C67	44.02'	2850.00'	00°53'06"

LINE TABLE

LINE	LENGTH	BEARING
L1	11.06'	S 65°54'43"W
L2	101.59'	N 19°53'36"W
L3	160.22'	N 17°26'13"W
L4	56.72'	S 66°17'52"W
L5	129.93'	S 35°40'48"W
L6	100.00'	N 54°19'12"W
L7	32.11'	S 35°40'48"W
L8	35.97'	N 46°14'34"W
L9	100.77'	N 13°31'53"E
L10	3.30'	S 76°28'07"E
L11	100.00'	N 13°31'53"E
L12	23.02'	N 76°28'07"W
L13	60.68'	S 76°28'07"E
L14	24.23'	N 35°40'48"E
L15	60.00'	N 54°19'12"W
L16	27.39'	N 52°56'41"W
L17	15.46'	N 46°14'34"W
L18	27.73'	N 52°56'41"W
L19	4.40'	N 72°33'47"E
L20	25.00'	N 22°26'13"W
L21	9.11'	N 20°13'22"W
L22	37.19'	N 43°45'26"E
L23	7.19'	N 43°45'26"E
L24	169.12'	S 17°26'13"E
L25	NOT USED	
L26	NOT USED	
L27	23.00'	N 43°45'26"E
L28	28.59'	N 61°34'01"E
L29	27.59'	N 67°33'47"E
L30	22.21'	N 72°33'47"E
L31	25.00'	N 31°58'01"W
L32	12.42'	N 43°45'26"E
L33	42.42'	N 43°45'26"E
L34	24.73'	N 57°33'47"E
L35	10.00'	N 34°40'11"W
L36	4.02'	N 63°26'10"W
L37	7.92'	N 76°28'07"W
L38	9.67'	N 43°45'26"E
L39	11.23'	N 76°28'07"W
L40	29.34'	N 76°28'07"W
L41	56.67'	S 43°02'50"W
L42	167.94'	S 51°18'23"W
L43	50.50'	N 01°33'34"W
L44	44.21'	N 72°33'47"E
L45	52.15'	N 17°26'13"W
L46	21.54'	N 23°44'18"W
L47	32.07'	N 72°33'47"E
L48	NOT USED	
L49	NOT USED	
L50	25.00'	N 72°57'06"W
L51	19.81'	N 72°33'47"E
L52	60.18'	N 17°26'13"W
L53	10.00'	S 17°26'13"E

RADIAL BEARINGS

BEARING NO.	RADIAL BEARING
R1	N 13°06'11"E
R2	N 09°30'40"E
R3	N 05°33'09"E
R4	N 00°56'40"E
R5	S 87°12'02"E
R6	N 22°19'43"E
R7	N 16°46'33"E
R8	N 32°19'43"E
R9	S 77°12'09"E
R10	S 46°28'04"E
R11	S 38°13'41"E
R12	S 20°56'49"E
R13	NOT USED



(P) = PLAT DIMENSION (EAGLERIDGE ESTATES, RECEPTION NO. 1410522)
- NVA = NO VEHICULAR ACCESS

Mangini & Associates Inc.

Professional Engineers and Professional Land Surveyors

P.O. Box 8505 - Pueblo, CO 81008
(719) 544-0865 Fax (719) 676-2853

OWNER/TITLE: W.L. ENTERPRISES INC.
JOB DESCRIPTION: ANDIAMO SUBDIVISION

DETAILED BY: RLM

JOB NUMBER: 2021-092

FILE NAME: 2021-092

REF JOB NO.:

DATE: JULY 06, 2023

SCALE: 1" = 100'

SHEET NO.

2 OF 2

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: November 6th, 2024

Subject: S-23-07 Andiamo Subdivision

S-23-07 Andiamo Subdivision: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, November 6, 2024.
Plat Deficiencies:	None
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	• Provide an easement document to the City to establish an emergency secondary access road. • Dillon Dr. must be designated “NVA,” no vehicular access, on the plat. • The plat dedication language reading, “All of the streets, easements for public utilities, pedestrian and drainage shown heron are hereby dedicated to the city for the perpetual use of the public...” shall be amended to read, “All of the streets, easements for public utilities, pedestrian and drainage shown heron are hereby dedicated to the public for perpetual use...” • The plat dedication language reading, “and the owners within the remaining (id masterplan) area” shall be deleted. • The plat language “and the owners of the following property to be served by the drainage facility in Parcel B... Two parcels of land consisting of 5.83 acres and 6.42 acres located east of the eastern boundary line of Andiamo Subdivision and westerly right of way line of said Outlook Boulevard” shall be deleted. • The plat language “Parcel B in its entirety is subject to the easements shown thereon” shall be deleted.

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info	Property Owner		Applicant			
	Name: Dee Rogers-Brown, Project Manager <i>Gen. Manager</i>		Name: Leah Willey			
	Company W L Enterprises LTD		Company:			
	Address: PO BOX 11677	Zip: 81001	Address: PO BOX 9024	Zip: 81008		
	Phone: (719) 924-0317		Phone: ()			
	Email: deebrownp51@gmail.com		Email: leahwilley450@gmail.com			
	Engineer		Surveyor			
	Name: Joseph V Gagliano		Name: Rocky Mangini			
	Company: Gagliano Engineering Inc.		Company:			
	Address: 1740 Eagleridge Blvd.	Zip: 81008	Address:	Zip:		
Property Info	Phone: (719) 547-7073		Phone: (719) 250-3060			
	Email: jvg@incasys.com		Email: rmangini@ghvalley.net			
	<i>The applicant will be the primary contact unless otherwise noted.</i>					
	Project Location:					
Project Scope	(address or general description)					
	Parcel No(s): 502000020, 501000071, and 511000050					
	Existing Zone: A1		Proposed Zone (if applicable): R2			
	PUD Name (if applicable):					
Project Scope	Project Name: Andiamo Subdivision - Phase I					
	☐ Rearrangement of Property Boundaries:					
	# of existing lots: _____ Total acres: _____					
	☐ Overall Development Plan					
	☐ Site Plan Review: Building area: _____sf					
	○ HARP ○ Development Plan ○ PUD ○ Student Housing					
	☐ Special Area Plan					
	☐ Street Name Change: Existing Name: _____ Proposed Name: _____					
	☒ Subdivision: # of lots: 75 Total acres: 38.3					
	☐ Text Amendment					
Project Scope	☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____					
	☐ Other: _____					

(Continue Next Page)

Project Information	Provide a brief description of the proposed request:		
	Subdivision		
	What is the total acreage included in the project? 38.3		
	What is the proposed use of the property?		
	☒ Commercial ☐ Multi-family ☒ Residential ☐ Industrial ☐ Other		
Attachments	Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☐ No		
	If yes, please list:		
Terms	Attachment Checklist The following list of attachments are required to accompany all applications:		
	☒ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. ☒ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us) ☒ C. Additional information as required by the P&Z Submittal Requirements Sheet .		
Signatures	By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:		
	1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections. 2. There are no known hazards or vicious animals present on the subject property. 3. All information contained in this application, is true and accurate to the best of my knowledge. 4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application. 5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.		
Signatures	Property Owner		
	Print Name:	Dee Rogers-Brown	
	Signature:	<i>Dee Rogers Brown</i>	Date: <i>9-13-2023</i>
	Applicant, if different from Property Owner		
Signatures	Print Name:	Leah Willey	
	Signature:	<i>Leah Willey</i>	Date: 9/14/23
Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

Department of Public Works
Transportation Department

MEMO

TO: Mikaylin Hackley & Development Team
FROM: Melanie Turner, Traffic Engineer
DATE: 11/5/2024
SUBJECT: P&Z comments at conditions
Andiamo Subdivision

Comments:

1. Andiamo Drive is NOT going to align/connect with Kingfisher Drive. Please note, that this must continue to be the case in future filings of this area. In future filings, if the layout changes so that Andiamo does align/connect with Kingfisher, then the street name will need to change from Andiamo Drive to Kingfisher Drive.
2. Andiamo is not an Arterial, although the proposed width is arterial width (100').
3. Roadway width and median configuration on Andiamo Drive will not necessarily be as shown on the utility plan. Roadway design of Andiamo is forthcoming.
4. The purpose of the roadway classification table is to show the proposed maximums, minimums, etc., not just to repeat what the requirement is. See marked-up roadway classification table. The roadway classification table will need to be updated before approval of Part II.
5. A monetary contribution will be required for the signal or roundabout at the intersection of Dillon and Elizabeth.
6. Turn-around Easements will be required for all dead-end roads before approval of Part II.
7. Since a median is not required (and neither are any amenities in the median), the City will not maintain the median and its amenities. A separate maintenance agreement may be required in Part II.
8. Will there be an HOA? If so, provide a declaration of covenants.

P&Z Conditions:

1. Add a dedication statement for the pedestrian walkway easement to the plat. This must be done before being scheduled for City Council.
 - a. "The Pedestrian Walkway Easement is hereby dedicated to the public for perpetual use."
2. Designate the frontage of Dillon as "No vehicular access (NVA)." Also provide a statement acknowledging NVA on the first page of the plat.

ROADWAY CLASSIFICATION DESIGN STANDARDS

Roadway Classification:	Minor Arterial: Street Names		Residential Local: Street Names	
	Andiamo Drive from Outlook Blvd. to Bella Corte Dr.		Calabria Court Bella Corte Drive Andiamo Drive Starboard Lane Verona Court	
Roadway Classification:	Minor Arterial		Residential	Local - 36'
	Requirement	Proposed	Requirement	Proposed
Right of Way (ROW) Width	100' 104' with median	100'	60'	60'
Roadway width (FL to FL)	67'	27' IN-13'MED- 27' OUT	36'	36'
Median Width	N/A	13'	N/A	N/A
Number of Travel Lanes	5 (incl. LT)	4 (see report)	2	2
Left Turn Lanes Required	Y	TBD	N	N
Right Turn Lanes Required	Y**	N (see report)	N	N
Designated Shoulder / Bike	Y	N	N	N
Shoulder / Bike Lane Width (including gutter)	6'	N/A	N/A	N/A
On-Street Parking Lane Width	None	None	7'	7'
Off-Street Parking Requirements	Per Zoning Code	Per Zoning Code	Per Zoning Code	Per Zoning Code
Minimum Sidewalk Width	6'	6'	5'	5'
Sidewalk (Attached or Detached)	D	D	A or D***	A
Minimum Landscape Tree Yard	8'	8'	8'	8'
Posted Speed Limit, mph	35 - 40	25 - 30	25 - 30	25 - 30
Design Speed Limit, mph	45	45	30	30
Access	Limited - CDOT Access Code	Limited - CDOT Access Code	Minimal Restrictions	Minimal Restrictions
Driveway Configuration	Radius	Radius	Curb Cut	Mountable Curb
Curb Type (Vertical or Ramp)	V	V	V or R	R
Minimum Distance Between Intersections	"T" - 400' 4- WAY - 2640'	"T" - 400' 4- WAY - 2640'	125'	125'
Maximum Distance Between Intersections	2640'	2640'	1320'	1320'
Maximum Cul-de-sac Length	Not Allowed	Not Allowed	660'	660'
Minimum Centerline Radius	945' w/ normal crown or AASHTO	945' w/ normal crown or AASHTO	200'	200'
General Land Uses	All Areas	All Areas	Single Family Multi-Family	Single Family

This portion of Andiamo will function like a collector or business local street, although you're proposing a width of an arterial. Therefore, it doesn't meet the standards of any of them. What volume are you anticipating on this portion of Andiamo?

Why are the proposed roadway widths so wide? Even two 11-foot lanes only need 22' of roadway width. The roadway needs to transition smoothly to the narrower portion of Andiamo (west of the business area).

The median design, turn lanes, and striping still need to be assessed.

30

30

List the shortest distance, as proposed on the plan.

List the longest distance, as proposed on the plan.

List the smallest radius, as proposed on the plan.

* A 28' roadway width may be requested, removing parking, in unique situation, ie.

** Right turn lane warranted per CDOT access code.

***Detached sidewalk will require a pedestrian easement with an 8' landscape area.



ALTMAN, KEILBACH, LYTLE, PARLAPIANO & WARE, P. C.

ATTORNEYS AT LAW

229 COLORADO AVENUE

P. O. Box 333

PUEBLO, COLORADO 81002

(719) 545-7325

Fax No. 719-545-9437

E-MAIL ADDRESS:

lytle@altman-keilbach.com

JOHN J. KEILBACH
WM. DAVID LYTLE
DAVID E. WARE

JAMES W. PRESTON (1876-1966)
DAVID A. PRESTON (1914-1973)
LEO S. ALTMAN (1911-2001)

OF COUNSEL
DAVID C. PARLAPIANO

January 3, 2007

Ms. Gina Dutcher
City Clerk
City of Pueblo
City Hall
Pueblo, CO 81003

HAND DELIVERED

Dear Ms. Dutcher:

Re: WL Enterprises, Ltd.

Enclosed are the original recorded Special Warranty Deeds from WL Enterprises, Ltd. to the City of Pueblo for the donated sites, one for a possible future park site and one for the school site.

If you have any questions, please let me know.

Very truly yours,

Wm. David Lytle

Cc: Mr. Thomas E. Jagger
City Attorney

WDL/dlw
Encs.

SPECIAL WARRANTY DEED

WL ENTERPRISES, LTD., Grantor, for one dollar and other good and valuable consideration in hand paid, does hereby convey, transfer and sell unto the CITY OF PUEBLO, a Municipal Corporation, Grantee, all of its right, title and interest in and to the following described real property, located in the City and County of Pueblo, State of Colorado, to wit:

See attached Exhibit A

Which property is transferred together with all the appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, and demand whatsoever of the Grantor, either in law or equity, of, in and to the above premises and described with the appurtenances, unto the Grantee, its, successors and assigns forever, subject to easements, restrictions, covenants of record and taxes for 2008 and subsequent years. The Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

The Grantor has caused this instrument to be signed this 21st day of December, 2007.

WL ENTERPRISES, LTD.

By

Wayne Lovelady

no self
gift deed

STATE OF New Mexico)
COUNTY OF Bernalillo) ss

The foregoing instrument was acknowledged before me this 21st day of December, 2007, by Wayne Lovelady, who is known to me and is the General Partner of WL ENTERPRISES, LTD. who endorses this instrument in his capacity as such.

My commission expires November 13, 2011

Witness my hand and official seal.



Connie L. Isbell
Notary Public

1753232 WD 12/31/2007 12:36:00 PM
Page: 1 of 2 R 11.00 D 0.00 T 11.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co



PARK SITE DESCRIPTION

Exhibit A

A parcel of land located within the City of Pueblo, County of Pueblo, State of Colorado to-wit;

A parcel of land being a portion of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 20 South, Range 65 West of the Sixth Principal Meridian, being more particularly described as follows;

BEGINNING at the NW corner of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; Thence S $89^{\circ}24'43''$ E along the north line of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 1098.32 feet to a point on the proposed westerly right of way line of Dillon Drive; Thence southerly along said proposed right of way line the following two (2) courses;

- 1) S $00^{\circ}56'57''$ W, a distance of 151.22 feet;
- 2) Along the arc of a curve to the left having a central angle of $33^{\circ}40'57''$ and a radius of 995.00 feet a distance of 584.93 feet to a point on the east line of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$;

Thence S $02^{\circ}29'50''$ W along said east line, a distance of 631.57 feet to the SE corner of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; Thence N $89^{\circ}26'15''$ W along the south line of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 1248.34 feet to the SW corner of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; Thence N $00^{\circ}57'04''$ E along said west line of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ a distance of 1335.88 feet to the **POINT OF BEGINNING**;

EXCEPTING THEREFROM:

All of that road right of way described in that document filed for record October 5, 1992 in Book 2617 at Pages 298-299 in the records of the Pueblo County Clerk and Recorder.

Said parcel contains 33.30 acres.



PROFESSIONAL LAND SURVEYOR NO. 16128



1753232 WD 12/31/2007 12:36:00 PM
Page: 2 of 2 R 11.00 D 0.00 T 11.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co



SPECIAL WARRANTY DEED

WL ENTERPRISES, LTD., Grantor, for one dollar and other good and valuable consideration in hand paid, does hereby convey, transfer and sell unto the CITY OF PUEBLO, a Municipal Corporation, Grantee, all of its right, title and interest in and to the following described real property, located in the City and County of Pueblo, State of Colorado, to wit:

See attached Exhibit A

Which property is transferred together with all the appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, and demand whatsoever of the Grantor, either in law or equity, of, in and to the above premises and described with the appurtenances, unto the Grantee, its successors and assigns forever, subject to easements, restrictions, covenants of record and taxes for 2008 and subsequent years. The Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

The Grantor has caused this instrument to be signed this 21st day of December, 2007.

WL ENTERPRISES, LTD.

By Wayne Lovelady

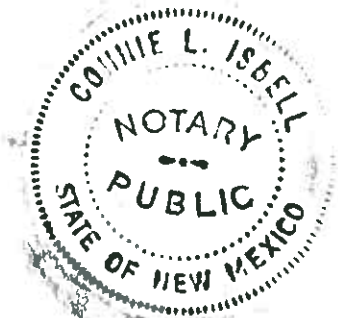
no SDF
8-74 deed

STATE OF New Mexico)
COUNTY OF Bernalillo) ss

The foregoing instrument was acknowledged before me this 21st day of December, 2007, by Wayne Lovelady, who is known to me and is the General Partner of WL ENTERPRISES, LTD. who endorses this instrument in his capacity as such.

My commission expires November 13, 2011

Witness my hand and official seal.



Connie L. Isbell
Notary Public

1753233 WD 12/31/2007 12:36:00 PM
Page: 1 of 3 R 16.00 D 0.00 T 16.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co





SCHOOL SITE DESCRIPTION

Exhibit A

A parcel of land located within the City of Pueblo, County of Pueblo, State of Colorado to-wit;

A parcel of land being a portion of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 11, Township 20 South, Range 65 West of the Sixth Principal Meridian, being more particularly described as follows;

BEGINNING at a point on the west line of the said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ from which the SW corner of the said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ bears S 03°14'04"W, a distance of 140.19 feet; Thence N 03°14'04"E along the said west line, a distance of 1141.12 feet to a point on the proposed southerly right of way line of proposed future Wills Boulevard; Thence easterly along said southerly right of way line the following two (2) courses;

- 1) S 89°09'30"E, a distance of 173.34 feet;
- 2) Along the arc of a curve to the left having a central angle of 32°35'18" and a radius of 605.00 feet a distance of 344.11 feet to a point on the westerly right of way line of a proposed future street;

Thence southerly along said westerly right of way line the following six (6) courses;

- 1) S 34°35'20"E, a distance of 59.79 feet;
- 2) Along the arc of a curve to the right having a central angle of 34°51'00" and a radius of 470.00 feet a distance of 285.88 feet;
- 3) S 00°15'41"W, a distance of 127.76 feet;
- 4) Along the arc of a curve to the left having a central angle of 36°48'44" and a radius of 330.00 feet a distance of 212.02 feet;
- 5) S 36°33'04"E, a distance of 356.45 feet;
- 6) Along the arc of a curve to the right having a central angle of 36°35'27" and a radius of 455.00 feet a distance of 290.58 feet to a point on the northerly right of way line of a proposed future street;

Thence westerly along said northerly right of way line the following two (2) courses;

- 1) N 89°45'36"W, a distance of 907.53 feet;
- 2) Along the arc of a non-tangent curve to the left whose center bears S 55°00'20"W and having a central angle of 144°45'56" and a radius of 52.00 feet, a distance of 131.39 feet;

Thence N 89°45'36"W, a distance of 45.90 feet to the **POINT OF BEGINNING**;

Said parcel contains 20.00 acres.



PROFESSIONAL LAND SURVEYOR NO. 16128



1753233 WD 12/31/2007 12:36:00 PM
Page: 3 of 3 R 16.00 D 0.00 T 16.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co



September 20, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **Leah Wiley** for the approval of the following applications, generally located south of Dillon Drive and west of Outlook Blvd.:

- Z-23-10 Andiamo Rezoning:** Rezone 25.994 acres from A-1, Agricultural One District to R-2, Single Family Residential District.
- S-23-07 Andiamo Subdivision:** Subdivision of 25.994 acres into single-family residential lots, drainage parcels, and open space parcels for future development.

The Planning and Zoning Commission meeting will be held on **October 9, 2024, at 3:30 p.m.** in City Council Chambers, 1 City Hall Pl. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually.**
You are welcome to attend this public hearing and express your viewpoint concerning this proposal. For plans, staff reports, and Zoom info, 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 Mikaylin Hackley, Planner
(719) 553-2259

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Please call the number below if you have questions.

Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER: S-23-07

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Andiamo Subdivision to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

9/20/2024

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
K B J INVESTMENTS LLC	1700 FORTINO BLVD	PUEBLO	CO	81008-1858
EAGLERIDGE ESTATES				
HOMEOWNERS	1700 FORTINO BLVD	PUEBLO	CO	81008-1858
PANNUNZIO INC	200 W CITY CENTER DR	PUEBLO	CO	81003-1024
TRALON HOMES, LLC FKA				
SAINT AUBYN H	212 N WAHSATCH AVE STE 201	COLORADO SPRING	CO	80903
SKY CREEK HOMES LTD	215 S PURCELL BLVD	PUEBLO WEST	CO	81007-5083
SUN COMMUNITIES				
FUNDING II LLC	27777 FRANKLIN RD STE 200	SOUTHFIELD	MI	48034-8205
DEPARTMENT OF				
TRANSPORTATION STATE	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
LUJAN SHAUNDRA	5308 LAPWING CT	PUEBLO	CO	81008-2347
JOHNSON CALVIN E	5312 LAPWING CT	PUEBLO	CO	81008-2347
SEGURA				
DESIRAE/MEDELLIN				
ALAN	5405 GANNET LN	PUEBLO	CO	81008
VANMATRE SHANNON	5409 DARTER CT	PUEBLO	CO	81008
QUIMBY LUCAS ALAN	5409 GANNET LN	PUEBLO	CO	81008-9718
LAPWING INVESTMENTS				
LLC	6526 OLD BRICK RD STE 120 315	WINDERMERE	FL	34786-5839
W L ENTERPRISES LTD	PO BOX 9024	PUEBLO	CO	81008-0024



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 10, 2025

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 TWO SIX-FOOT PUBLIC UTILITY EASEMENTS, ONE 10-FOOT DRAINAGE EASEMENT, AND ONE 408 SQUARE FOOT PORTION OF A PUBLIC INGRESS/EGRESS PRIVATE LANE, SANITARY SEWER AND PUBLIC UTILITY EASEMENT GENERALLY LOCATED NORTH OF WEST 24TH STREET AND WEST OF THE UNIMPROVED SAWATCH WAY WITHIN THE PIKES PEAK PARK, FILING NO. 1 SUBDIVISION

SUMMARY:

The applicant is requesting to vacate two six-foot public utility easements, one 10-foot drainage easement, and one 408 square foot portion of a public ingress/egress private lane, sanitary sewer and public utility easement within the Pikes Peak Park, Filing No. 1 Subdivision. The purpose of the vacations is to accommodate an alignment change in Sawatch Way and Tahosa Lane.

PREVIOUS COUNCIL ACTION:

On April 25, 2022, City Council Ordinance No. 10165 approving the Pikes Peak Park, Filing No. 1 Subdivision.

BACKGROUND:

The easements proposed to be vacated were subdivided in 2022 as part of the first subdivision phase for the Pikes Peak Park mixed-use residential development. According to the application, the purpose of the easement vacations is to accommodate an alignment change in Sawatch Way and Tahosa Lane. There are no objections to the easement vacations from any City departments.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 8, 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 easements will not be vacated to accommodate an alignment change in Sawatch Way and Tahosa Lane.

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-24-05 Attachments

ORDINANCE NO.

AN ORDINANCE VACATING TWO SIX-FOOT PUBLIC UTILITY EASEMENTS, ONE 10-FOOT DRAINAGE EASEMENT, AND ONE 408 SQUARE FOOT PORTION OF A PUBLIC INGRESS/EGRESS PRIVATE LANE, SANITARY SEWER AND PUBLIC UTILITY EASEMENT GENERALLY LOCATED NORTH OF WEST 24TH STREET AND WEST OF THE UNIMPROVED SAWATCH WAY WITHIN THE PIKES PEAK PARK, FILING NO. 1 SUBDIVISION

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

SECTION 1.

The following described portion of street right of way:

An Easement vacation for a portion of Pikes Peak Park, Filing No. 1 according to the recorded plat thereof as filed for record at Reception No. 2340508 in the Pueblo County records in Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 20 South, Range 65 West of the 6th Principal Meridian, in the County of Pueblo and State of Colorado, and being more particularly described as follows:

All of the easements located within the following described boundaries:

Basis of Bearings is the East line of the w $\frac{1}{2}$ of the e $\frac{1}{2}$ of the sw $\frac{1}{4}$ of section 10, township 20 south, range 65 west of the 6th principal meridian to bear n. $01^{\circ}40'27''$ e.

ALL OF THE 10' WIDE DRAINAGE EASEMENT LOCATED IN LOTS 26 AND 27, (THE EASTERLY 5' OF LOT 26 AND THE WESTERLY 5' OF LOT 27), BLOCK 1, PIKES PEAK PARK, FILING NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED FOR RECORD APRIL 24, 2024 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDED AT RECEPTION NO. 2340508.

AND

ALL OF THE 6' WIDE PUBLIC UTILITY EASEMENT LOCATED IN LOT 34, BLOCK 1, PIKES PEAK PARK, FILING NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED FOR RECORD APRIL 24, 2024 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDED AT RECEPTION NO. 2340508.

AND

A PORTION OF THE 24' WIDE PUBLIC INGRESS/EGRESS, PRIVATE LANE, SANITARY SEWER AND PUBLIC UTILITY EASEMENT LOCATED IN PARCEL "C", BLOCK 1, PIKES PEAK PARK, FILING NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED FOR RECORD APRIL 24, 2024 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDED AT RECEPTION NO. 2340508.

AND

ALL OF THE 6' WIDE PUBLIC UTILITY EASEMENT LOCATED IN LOT 3, BLOCK 1, PIKES PEAK PARK, FILING NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED FOR RECORD APRIL 24, 2024 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDED AT RECEPTION NO. 2340508.

AND

ALL OF THE 6' WIDE PUBLIC UTILITY EASEMENT LOCATED IN LOTS 16 AND 17, BLOCK 1, PIKES PEAK PARK, FILING NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED FOR RECORD APRIL 24, 2024 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDED AT RECEPTION NO. 2340508.

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

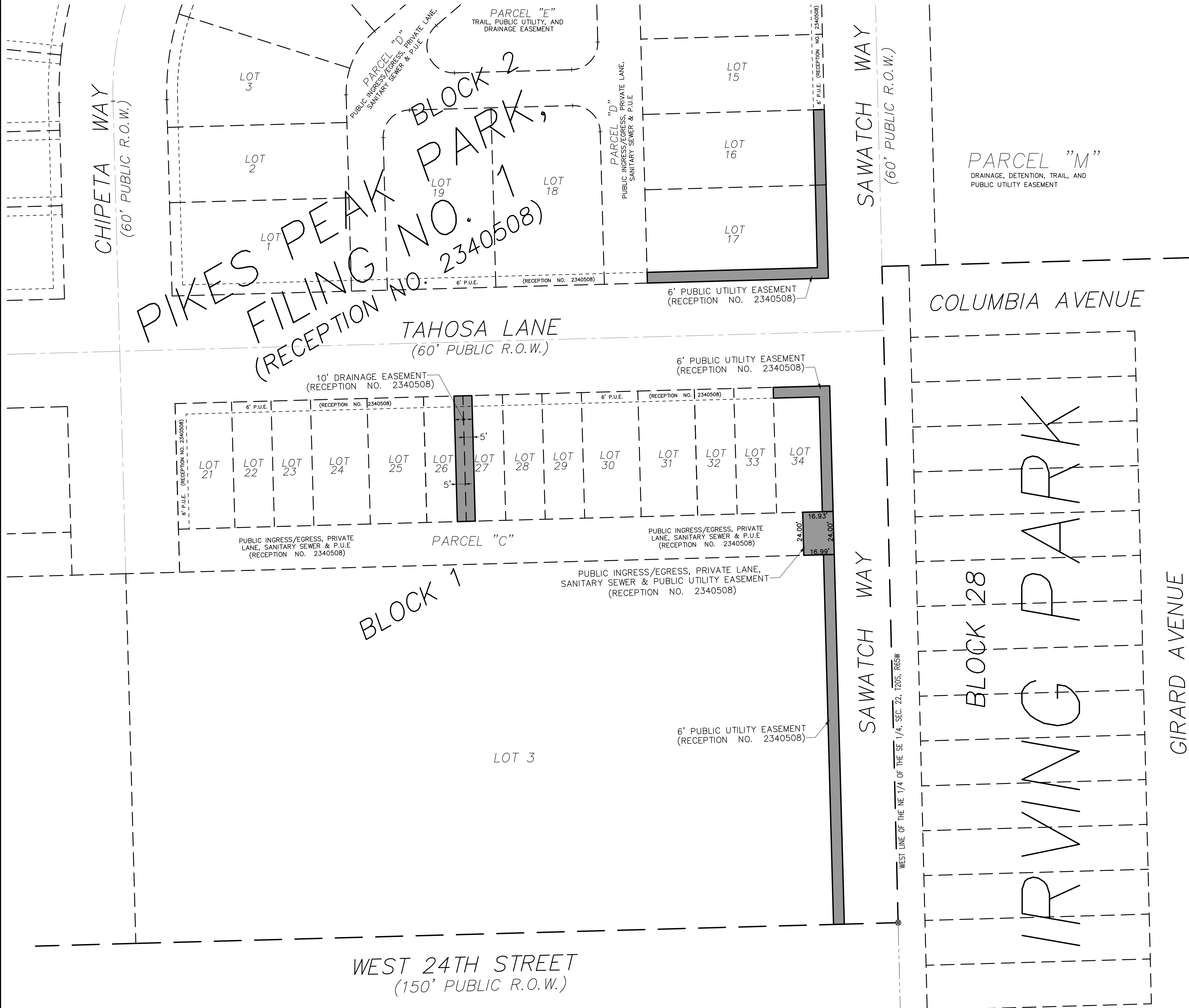
ATTEST

City Clerk

PIKES PEAK PARK, FILING NO. 1

EASEMENT VACATION

A VACATION OF A 10' DRAINAGE EASEMENT LOCATED IN LOTS 26 AND 27, BLOCK 1, PIKES PEAK PARK, FILING NO. 1
A VACATION OF A 6' PUBLIC UTILITY EASEMENT LOCATED IN LOT 34, BLOCK 1, PIKES PEAK PARK, FILING NO. 1
A VACATION OF A PORTION OF THE PUBLIC INGRESS/EGRESS, PRIVATE LANE, SANITARY SEWER & PUBLIC UTILITY EASEMENT IN PARCEL "C", BLOCK 1, PIKES PEAK PARK, FILING NO. 1
A VACATION OF A 6' PUBLIC UTILITY EASEMENT LOCATED IN LOT 3, BLOCK 1, PIKES PEAK PARK, FILING NO. 1
A VACATION OF A 6' PUBLIC UTILITY EASEMENT LOCATED IN LOTS 16 AND 17, BLOCK 2, PIKES PEAK PARK, FILING NO. 1
COUNTY OF PUEBLO, STATE OF COLORADO



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RESERVATIONS:

None

PURPOSE:

RESUBDIVISION

SURVEYOR'S CERTIFICATION

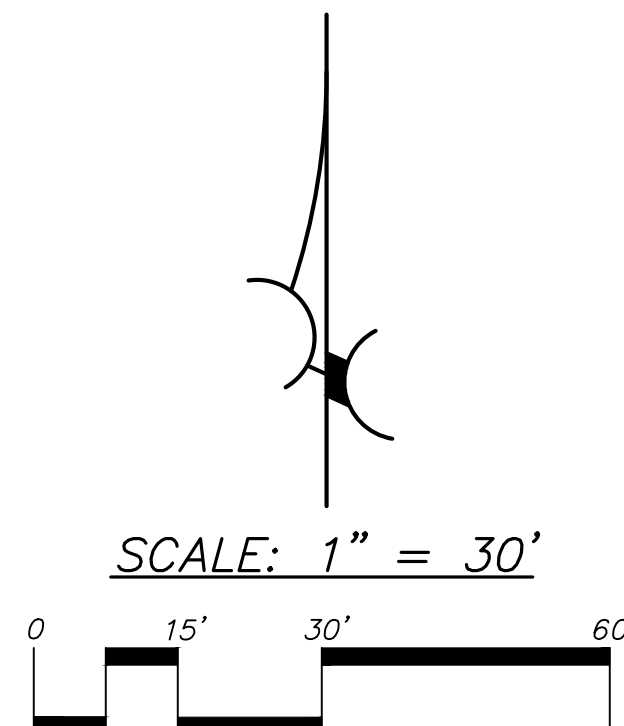
I, MICHAEL L. CUPPY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS EASEMENT VACATION IS NOT BASED UPON ACTUAL FIELD SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION, BUT WAS PREPARED USING INFORMATION SHOWN ON THE PLAT OF PIKES PEAK PARK, FILING NO. 1 RECORDED APRIL 24, 2024 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER AT RECEPTION NO. 2340508. THE PROPERTY WITHIN THIS EASEMENT MAY OR MAY NOT BE PRESENTLY MONUMENTED. I HAVE NOT CONFIRMED THE PROPERTY PINS ARE ACCURATELY LOCATED.

Prepared By:

Northstar Engineering and Surveying, Inc.
111 E. 5th Street
Pueblo, CO 81003

By:

Michael Leland Cuppy
Professional Land Surveyor
Colorado Registered No. 38485



LEGEND

 = PROPOSED EASEMENT VACATION

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Y: NORTHSTAR ENGINEERING AND SURVEYING, INC.



MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday January 8th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:38 PM with Chairman Mike Castellucci presiding.

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

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Mikaylin Hackley, Planner; Hannah Prinzi, Planner

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to approve the agenda as amended, seconded by Maestri.

Motion Passed: 7-0

Public Hearings

1. V-24-05 **Vacation:** Vacation of Public Utility Easements in the Pikes Peak Park, Filing No. 1 Subdivision to facilitate an increased width for Sawatch Way. Generally located north of W. 24th Street and east of Sun Mountain Blvd. Staff report by Beritt Odom.

Hearing: Applicant Mike Cuppy was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the vacation application be forwarded to City Council for approval, 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-24-05 Easement Vacation – Pikes Peak Park, Filing No. 1

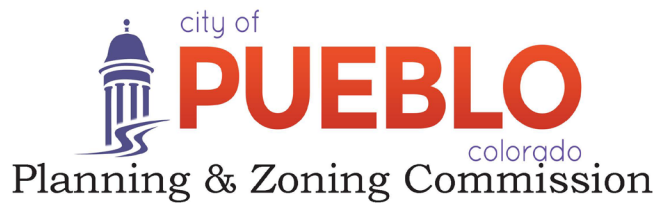
DATE: January 28, 2025

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

V-24-05

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: January 8, 2025

SUBJECT: Pikes Peak Park, Filing No. 1, Easement Vacation

APPLICANT/OWNER: Tamara Pleshek, Neighborworks Southern Colorado

ENGINEER/SURVEYOR: Drew Brice, NorthStar Engineering

LOCATION: Generally located north of W 24th St. and west of the unimproved Sawatch Way.

CONCURRENT REQUESTS: RPB-24-07, Pikes Peak Park, Filing No. 1, Rearrangement of Property Boundaries

Request:

Vacation of two six-foot Public Utility Easements, one 10-foot Drainage Easement, and one 408 sq. ft. portion of a Public Ingress/Egress Private Lane, Sanitary Sewer and Public Utility Easement within the Pikes Peak Park, Filing No. 1 Subdivision. The purpose of the vacations is to accommodate an alignment change in Sawatch Way and Tahosa Lane.

BACKGROUND AND ANALYSIS:

The easements proposed to be vacated were subdivided in 2022 as part of the first subdivision phase for the Pikes Peak Park mixed-use residential development. According to the application, the purpose of the easement vacations is to accommodate an alignment change in Sawatch Way and Tahosa Lane. There are no objections to the easement vacations from any City departments.

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Recommended Action:

The Subdivision Review Committee recommends the Easement Vacation be recommended to City Council for approval.

REFERRAL AGENCIES AND COMMENTS:

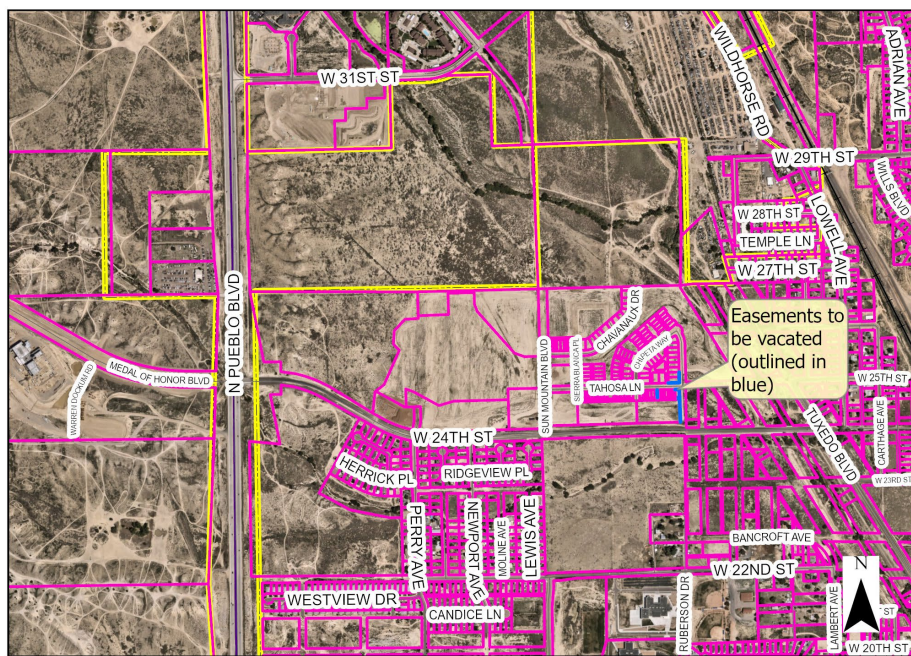
- City Public Works-No comment
- City Transportation-No comment

- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

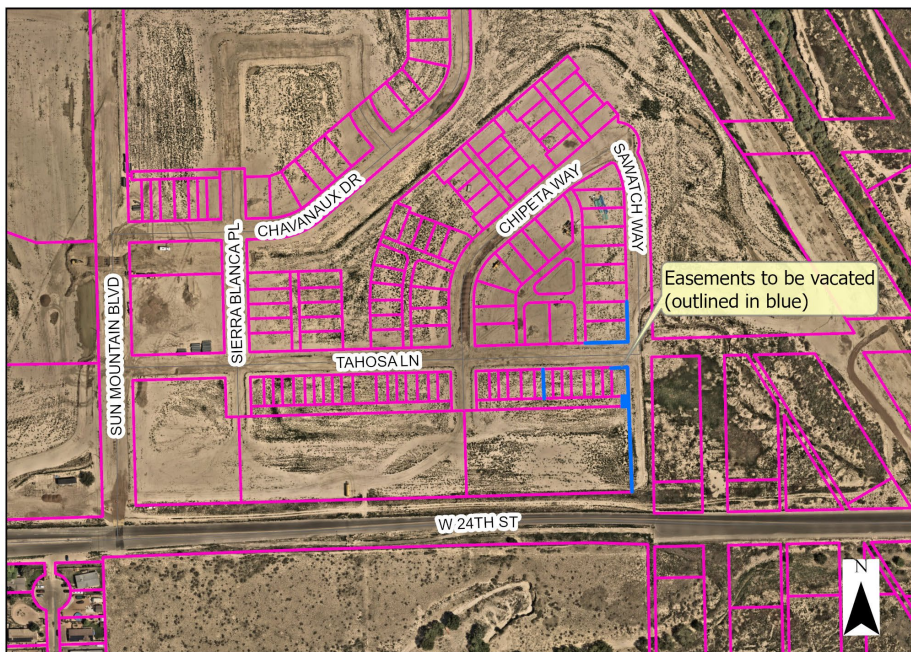
ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Site Photographs
- D. SRC Memo, January 2, 2025
- E. Vacation Plat

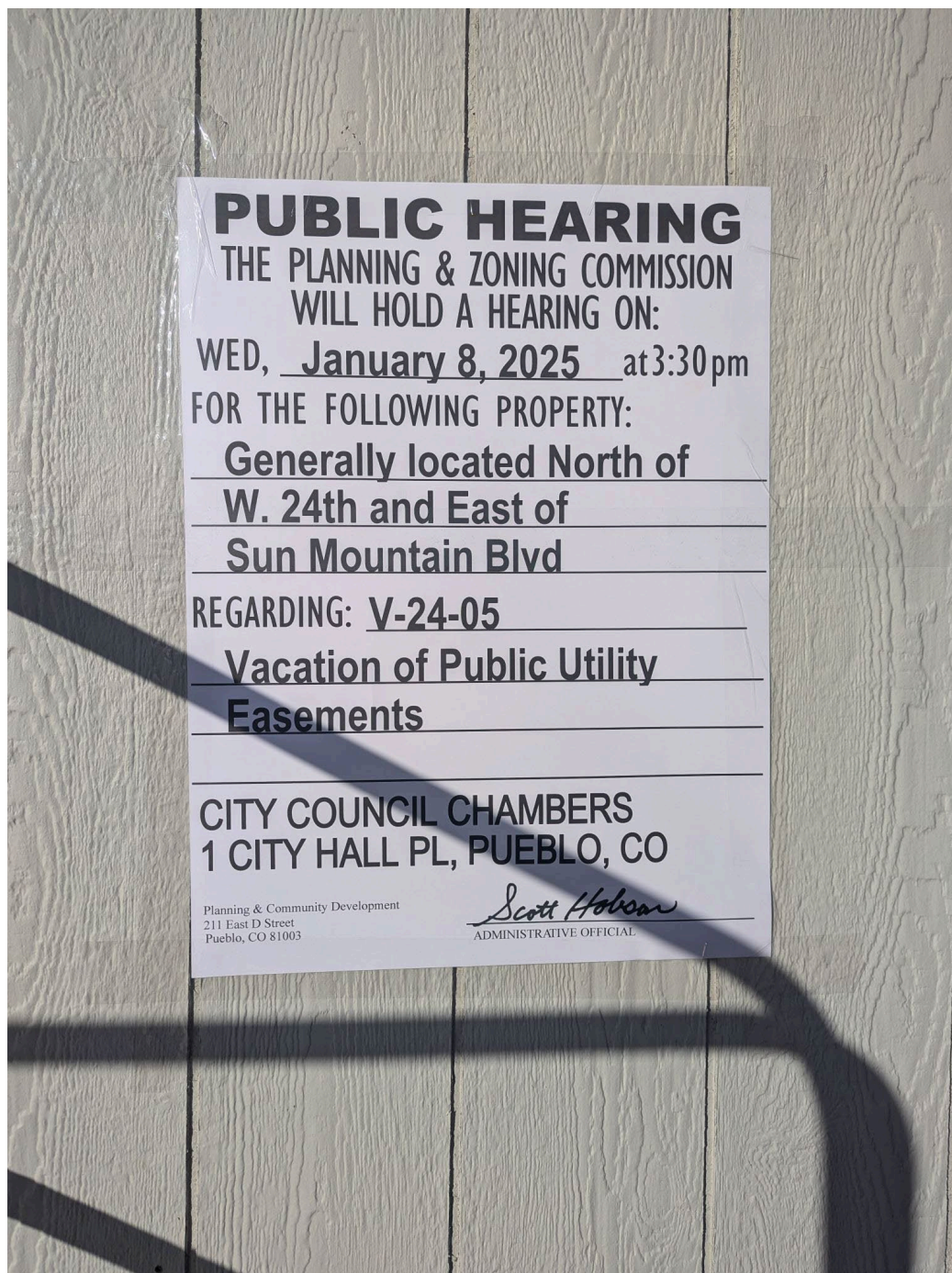
ATTACHMENTS:



A. Aerial Photograph



B. Easements to be vacated



Attachment D. Site Photos-Public Notice



Attachment D. View of the area that contains the easements to be vacated.

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation



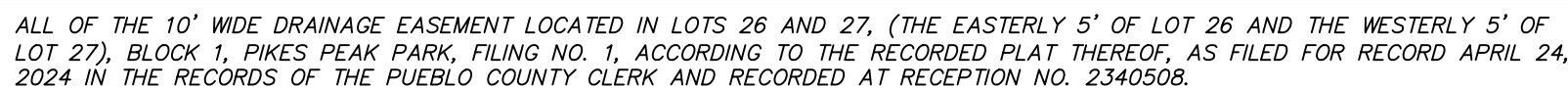
Scott Hobson
Acting Director Planning &
Community Development
Executive Secretary of
Planning & Zoning
Commission

MEMORANDUM

To: Planning and Zoning Commission
From: Subdivision Review Committee
Date: January 2, 2024
Subject: V-24-05 Pikes Peak Park, Filing No. 1 Easement Vacation

V-24-05 Pikes Peak Park, Filing No. 1 Easement Vacation: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation of **APPROVAL** to City Council.

A VACATION OF A 10' DRAINAGE EASEMENT LOCATED IN LOTS 26 AND 27, BLOCK 1, PIKES PEAK PARK, FILING NO. 1
A VACATION OF A 6' PUBLIC UTILITY EASEMENT LOCATED IN LOT 34, BLOCK 1, PIKES PEAK PARK, FILING NO. 1
A VACATION OF A PORTION OF THE PUBLIC INGRESS/EGRESS, PRIVATE LANE, SANITARY SEWER & PUBLIC UTILITY EASEMENT IN PARCEL "C", BLOCK 1, PIKES PEAK PARK, FILING NO. 1
A VACATION OF A 6' PUBLIC UTILITY EASEMENT LOCATED IN LOT 3, BLOCK 1, PIKES PEAK PARK, FILING NO. 1
A VACATION OF A 6' PUBLIC UTILITY EASEMENT LOCATED IN LOTS 16 AND 17, BLOCK 2, PIKES PEAK PARK, FILING NO. 1
COUNTY OF PUEBLO, STATE OF COLORADO



AND

ALL OF THE 6' WIDE PUBLIC UTILITY EASEMENT LOCATED IN LOT 34, BLOCK 1, PIKES PEAK PARK, FILING NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED FOR RECORD APRIL 24, 2024 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDED AT RECEPTION NO. 2340508.

AND

A PORTION OF THE 24' WIDE PUBLIC INGRESS/EGRESS, PRIVATE LANE, SANITARY SEWER AND PUBLIC UTILITY EASEMENT LOCATED IN PARCEL "C", BLOCK 1, PIKES PEAK PARK, FILING NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED FOR RECORD APRIL 24, 2024 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDED AT RECEPTION NO. 2340508

AND

ALL OF THE 6' WIDE PUBLIC UTILITY EASEMENT LOCATED IN LOT 3, BLOCK 1, PIKES PEAK PARK, FILING NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED FOR RECORD APRIL 24, 2024 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDED AT RECEPTION NO. 2340508.

AND

ALL OF THE 6' WIDE PUBLIC UTILITY EASEMENT LOCATED IN LOTS 16 AND 17, BLOCK 1, PIKES PEAK PARK, FILING NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED FOR RECORD APRIL 24, 2024 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDED AT RECEPTION NO. 2340508.

RESERVATIONS:

None

PURPOSE.

RESUBDIVISION

SURVEYOR'S CERTIFICATION

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Prepared By

Northstar Engineering and Surveying, Inc.
111 E. 5th Street
Pueblo, CO 81003

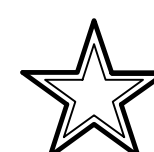
By: Michael Leland Cuppy
Professional Land Surveyor
Colorado Registered No. 38485

LEGEND

= PROPOSED EASEMENT VACATION

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**B
Y: NORTHSTAR ENGINEERING AND SURVEYING, INC.**



December 24, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from **NeighborWorks Southern Colorado** for the approval of the following application located within the Pikes Peak Park, Filing No. 1 Subdivision.

V-24-05 Vacation: Vacation of Public Utility Easements to facilitate an increased width for Sawatch Way.

The Planning and Zoning Commission meeting will be held on January 8, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom:

<https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqpA7X0p2SJjWy3h.1>
Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By Beritt Odom, Principal Planner
(719) 553-2339

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Scott Hobson, Acting Director
Planning & Community Development
By Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER V-24-05

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on Peak Park Easement Vacation to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

12-19-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed by Carol Martinez

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Pikes Peak Park Easement Vacation, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

12-19-24 Photo uploaded 11-23-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Photo taken by planner

Owner	OwnerStree	OwnerCity	Own	OwnerZip
PINELLE JAMES P/PINELLE SHIRLEY A/P	2205 CLIFF LOMBARD	PUEBLO	CO	81003-3877
DIGES BRUCE G JR / DIGES AUTUMN HAY	2253 ST JAMES DR	COLORADO SPR	CO	80910-4516
REGALADO PATRICK	3408 MIRAMAR DR	PUEBLO	CO	81005-2220



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 10, 2025

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 APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO STEAM WORKS DBA SOUTHERN COLORADO SCIENCE CENTER DBA LEONARDO DA VINCI MUSEUM OF NORTH AMERICAN, A COLORADO NONPROFIT CORPORATION FOR THE PROPERTY LEGALLY DESCRIBED AS LOT 4 BLK 1 PUEBLO CENTER SUBDIVISION # 3 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to execute a Lease Agreement between the City of Pueblo ("City"), a Colorado Municipal Corporation and Pueblo STEAM Works DBA Southern Colorado Science Center DBA Leonardo da Vinci Museum of North America, a Colorado nonprofit corporation ("Museum") for the property legally described as Lot 4 Blk 1 Pueblo Center Subdivision # 3 (the "Property").

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Museum seeks to bring the Leonardo da Vinci Museum of North America to Pueblo. The Museum will be the first and only permanent display of Leonardo da Vinci's art and machines in North America pursuant to a ten-year exclusivity agreement with the Artisans of Florence, Italy, who own the rights to the works. In addition, the Museum will house a STEAM Works interactive exhibit. The Museum will attract international, national, regional, and local visitors and create additional foot traffic on Pueblo's Riverwalk.

The Museum is working with the Pueblo Urban Renewal Authority to rent that portion of

the Pueblo Convention Center formerly known as the PBR University for the exhibition hall. The Museum wants to open an outdoor café and lease 1,200 square feet of the sidewalk area adjacent to the Convention Center and owned by the City for that purpose. This Lease is contingent on the Museum entering into the lease with Pueblo Urban Renewal for the exhibit space. The initial lease term is ten years with an option to renew for two additional ten-year terms. The rent will be abated for the first year. The Museum will pay gross rent of \$8.00 per square foot beginning in year two with rent increases each year beginning in year five.

FINANCIAL IMPLICATIONS:

The Lease will result in income to the City in the amount of not less than \$9,600 annually beginning in 2026.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Museum would not lease the space.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Da Vinci Museum Patio Lease Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO STEAM WORKS DBA SOUTHERN COLORADO SCIENCE CENTER DBA LEONARDO DA VINCI MUSEUM OF NORTH AMERICAN, A COLORADO NONPROFIT CORPORATION FOR THE PROPERTY LEGALLY DESCRIBED AS LOT 4 BLK 1 PUEBLO CENTER SUBDIVISION # 3 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The proposed Lease Agreement between the City of Pueblo, a Colorado Municipal Corporation and Pueblo STEAM Works DBA Southern Colorado Science Center DBA Leonardo da Vinci Museum of North American, a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the lease in the name of the City and the Acting City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the attached Lease which are necessary or desirable to effectuate the transactions described therein.

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

LEASE AGREEMENT

THIS LEASE entered into as of February 1, 2025 (the "**Effective Date**") by and between the **City of Pueblo**, a Colorado Municipal Corporation ("**City**") and **Pueblo STEAM Works d.b.a Southern Colorado Science Center dba Leonardo da Vinci Museum of North America**, a Colorado nonprofit corporation, ("Museum" or "**Lessee**"), singularly "**Party**" and collectively "**Parties**", WITNESSETH:

WHEREAS, City is the owner of the lot adjacent to the Pueblo Convention Center described as Lot 4 Blk 1 Pueblo Center Subdivision #3 Also portion of Vacated Mechanic Street Adjacent Formerly 05-361-67-004, Pueblo, Colorado; and

WHEREAS, Lessee is desirous of leasing a 1,200 square foot portion of the adjacent property as outlined in Exhibit A for use as an outdoor café in conjunction with the Leonardo da Vinci Museum of North America;

WHEREAS, the Parties are entering into this Lease Agreement in furtherance of the Colorado Regional Tourism Act Project known as "Pueblo Professional Bull Riders University and heritage of Heroes Project" and subject to Resolution No. 1 effective May 18, 2012 as amended to date (as amended, the "**Resolution**");

WHEREAS, this Lease is contingent upon Lessee entering into a separate lease agreement with the Pueblo Urban Renewal Authority for that portion of the Pueblo Convention Center currently known as the PBR University;

WHEREAS, the City is willing to lease the Leased Premises to Lessee upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and conditions contained herein, City and Lessee hereby agree as follows:

Article 1. Leased Premises.

1.01 Beginning the Effective Date, City leases to Lessee and Lessee leases from City the 1,200 square foot portion of the real property described as Lot 4 Blk 1 Pueblo Center Subdivision 33 also portion of Vacated Mechanic Street Adjacent Formerly 05-361-67-004, Pueblo, Colorado depicted in the attached Exhibit A ("**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 This Lease is contingent upon Lessee entering into a separate but related lease with Pueblo Urban Renewal Authority for the space currently known as the PBR University. See copy of the Lease between Pueblo STEAM Works d.b.a. Southern Colorado Science Center dba Leonardo da Vinci Museum of North America and Pueblo Urban Renewal Authority (hereinafter “**PURA Lease**”) attached hereto as Exhibit B. It is the intent of the Parties that this Lease commence on the same date as the PURA Lease. Therefore, the “Effective Date” of this Lease shall be the earlier date of the satisfaction or waiver in writing of all conditions precedent set forth in Section 1.1 of the PURA Lease or June 30, 2025. Unless the Parties otherwise agree in writing, if the PURA Lease is not commenced on or before June 30, 2025, this Lease Agreement shall become null and void and any and all rights hereunder shall automatically terminate as of such date.

2.02 The term of this Lease shall commence on the Effective Date and shall terminate on the earlier to occur of:

- (i) Ten years from the Effective Date (the “**Initial Term**”);
- (ii) Any early termination in accordance with the terms of this Lease.

2.03 At the end of the Initial Term, Lessee will have an exclusive right to extend the Lease for two ten-year periods (the “**Lease Extension**”) (the Initial Term and Lease Extension shall be collectively referred to herein as “**Terms**”). Lessee may exercise this right by sending written notice to the City no more than twelve (12) months but no less than six (6) months prior to the end of the Initial Term. Prior to the beginning of the Lease Extension, the Parties will negotiate in good faith the new rent rate for the Lease Extension. There shall be a cap to the new rent (the “**Cap**”), as set forth below.

Article 3. Rent.

3.01 Lessee shall pay to City the sum of eight dollars (\$8.00) per square foot for a total of \$9,600.00 per year (**Rent**) payable in quarterly payments of \$2,400.00. Rent shall be abated for the first year of the Lease. Rent shall be due and payable, without notice, demand, or offset, beginning one year from the Effective Date. Rent for the ensuing months shall be due and payable, without notice, demand, or offset, on or before the first day of each quarter during the Lease Terms.

3.02 Commencing on the fifth (5th) anniversary of the Effective Date, Rent shall be increased by the Consumer Price Index (as defined herein) aggregated over the previous five (5) years, but in no event shall the aggregated Consumer Price Index adjustment exceed ten percent (10%) (the “**CPI 10% Cap**”). Commencing on the sixth (6th) anniversary of the Effective Date, and each anniversary date thereafter, Rent shall be calculated by using the price per square foot amount used in the immediately preceding year, plus an adjustment equal to the Consumer Price Index, but in no event shall the Consumer Price Index adjustment exceed three percent (3%) in any given year. As used herein, “Consumer Price Index” shall mean the Consumer Price Index for all urban

households (Base Year 1982-1984 = 100) in the West Region (CPI-U) as determined and published by the United States Department of Labor, Bureau of Labor Statistics for the applicable year.

3.03 It is the intent of the Parties hereto that this Lease be a "gross" lease with City paying all utilities for the Leased Premises.

3.04 Rent required to be made by Lessee hereunder which remains unpaid fifteen (15) days after its due dates shall bear interest at the rate of ten percent (10%) per annum until paid.

3.05 Lessee's obligation to pay Rent to City 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 for any purpose related to the business of Lessee including but not limited to an outdoor café operated in conjunction with the Leonardo da Vinci Museum of North America and consistent with the Pueblo Regional Tourism Act ("RTA") Project.

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 for any period longer than ninety (90) consecutive days.

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 City 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 city 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 City'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 City's or Lessee's interest therein, and Lessee shall fully cooperate with City in obtaining the protection afforded City under Section 38-22-105, C.R.S. All alterations made in or to the Leased Premises by Lessee with City'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 City (and with City'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 City, be deemed an abandonment of such property and City may dispose of such property as the City, in its sole discretion, may determine.

Article 8. Repairs and Maintenance.

8.01 City shall not be obligated to repair, maintain or alter the Leased Premises or any part thereof, except for damage caused by City or its employees, invitees, agents or representatives. Lessee, at its expense, shall keep and maintain the Leased Premises, including, without limitation, the buildings and other improvements on the Leased Premises, in good working condition and repair, and in a good, clean and safe condition at all times during the Terms of this Lease and return the same to City upon termination in good condition and state of repair.

8.02 If Lessee becomes obligated to make repairs by an occurrence covered by the insurance described in Article 11, the net proceeds of such insurance shall be used by Lessee to offset the cost of repairs.

Article 9. Right of Entry.

City, or City'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 and Subletting.

10.01 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 the City, which shall not unreasonably be withheld. Any assignee shall, by a proper written instrument between Lessee and assignee, assume and agree to perform all the terms, covenants and conditions of this Lease to be performed and kept by Lessee. Lessee shall provide to City a copy of the assignment agreement.

10.02 Subletting. Lessee has the right to sublet the Leased Premises or any part thereof for special events of limited duration to third parties that are acceptable to Lessee without Lessor's approval and without sharing any of the excess rent. Upon request, Lessee agrees to provide Lessor with a summary of the sublease terms. No sublease shall release or discharge Lessee or any guarantor hereof from any of its or their duties or obligations hereunder. Lessee is responsible for ensuring all sublessees comply with the terms and conditions of this Lease Agreement and all covenants, rules, regulations of the Convention Center and HARP.

Article 11. Insurance and Indemnification.

11.01 Lessee shall indemnify and hold City, its officers, employees and agents, harmless from and defend them against any and all claims and liability, including cost of defense and reasonable attorney fees, for any injury or damage to Lessee or its officers, agents or employees, or to Lessee's property, or to any third person, or to the property of any third person: (a) occurring in, on or about the Leased Premises during the Terms; or (b) arising out of or resulting, during the Terms, from the Leased Premises, or any condition thereon, or from Lessee's use and occupancy of the Leased Premises, or any of Lessee's equipment thereon or appurtenances thereto, or any activity conducted thereon by Lessee or Lessee's employees, invitees, agents or representatives; all of the above with exception of any injury or damage caused by the acts of City, its officers, employees, invitees or agents.

11.02 Lessee shall secure and maintain in full force and effect, at its expense, during the effective term of this Lease, (a) commercial general liability insurance including coverage for personal injury (including death), property damage and contractual coverage in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and \$5,000 medical expense (any person). The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, bodily injury, property damage, personal injury, contractual liability, and other liability assumed under this Lease. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the respective limit of liability. The policy shall name the City, its officers, employees or agents as additional insureds, and (b) Colorado Workers' Compensation insurance or other similar coverage in the statutorily mandated amounts. Neither Party shall be liable to the other Party for any claim, loss or casualty covered by such insurance and each Party waives any claim therefore against the other Party whether by way of subrogation or otherwise.

11.03 A copy of each insurance policy, or certificate thereof, issued by an association or company authorized to issue such policy or policies under the laws of the State of Colorado containing a provision prohibiting cancellation or material modification of the insurance except after no less than (10) days' notice to City, shall be delivered to the City within thirty (30) days after the Effective Date of this Lease, and thereafter the Lessee will furnish to City evidence of the

continuance of the insurance coverage required herein within a reasonable time after the same has been issued.

Article 12. Fire and Extended Coverage Insurance.

Lessee may, at its expense, during the Terms of this Lease, secure and maintain in full force and effect "All-Risk" casualty insurance (including, without limitation, fire, extended coverage and boiler insurance) upon the Leased Premises. If Lessee secures casualty insurance, such insurance shall be in an amount not less than the full replacement value of the improvements to the Leased Premises (without deduction for physical depreciation), and issued by an insurance company or association authorized to issue such policies under the laws of the State of Colorado and approved by City, shall contain a deductible of not more than \$15,000.00 and a standard Colorado mortgagee/landlord clause in favor of City, and shall not be subject to cancellation, reduction or modification upon less than ten (10) days' written notice to City. Such insurance, by its terms or by endorsement, shall waive any right of subrogation of the insurer against City, its officers, agents and employees, for any loss or damage resulting from covered perils. Lessee will furnish to City evidence of such insurance and its continuance during the Term of this Lease.

Article 13. Taxes and Assessments.

13.01 Lessee 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 City or Lessee herein, or the improvements situated on the Leased Premises during the effective period of this Lease. In the event Lessee desires to contest the valuation for assessment of property taxes on the Leased Premises, City agrees to cooperate with Lessee, provided that such cooperation does not require City to incur any cost or expense.

13.02 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 or used in connection with the operation and maintenance of the building located on the Leased Premises.

13.03 Lessee shall furnish City within thirty (30) days after any amount is payable by Lessee under this Article 12, official receipts of the appropriate taxing authority or other proof satisfactory to City evidencing such payments as are required under this Article.

13.04 City 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 Lessee.

Article 14. Utilities.

Lessor shall pay 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 15. Damage to or Destruction of Premises.

15.01 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 one hundred eighty (180) days after such damage (provided such damage was not caused by City or its employees, invitees, agents or representatives, in which event City shall make such repairs), Lessee 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 one hundred eighty (180) days after destruction or damage, then, to the extent Lessee has knowledge of the same, Lessee shall promptly notify City in writing of such fact within forty-five (45) days after the date of such destruction or damage, and Lessee shall thereafter have the right, during a period of thirty (30) days following such notification, to terminate this Lease by written notice to the City, declaring this Lease to be terminated provided, however, that, as a condition precedent to such termination, all proceeds of insurance required to be maintained by Lessee under Article 11 shall be paid to City (to the extent any proceeds are collected and only up to the amount required to repair the Leased Premises), or, if Lessee fails to maintain the insurance required to be maintained by Lessee under Article 11, an amount equal to the insurance proceeds which would have been available but for such failure shall be paid by Lessee to City. 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 City, this Lease shall continue in full force and effect and Lessee 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 City, as may be applicable, completes repair work or reconstruction. Lessee or City, as applicable, shall diligently commence and expeditiously complete the repair work or reconstruction.

15.02 If Lessee shall make the repairs, such repairs, restoration or rebuilding shall be conducted with licensed contractors as expeditiously as possible in accordance with plans and specifications submitted to and reasonably approved in writing by City and in compliance with all applicable laws, regulations and codes.

Article 16. 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, except that the monthly Rent due under this Lease shall increase by ten percent (10%) over the rent being charged on the last month prior to the hold over. Nothing in this Section shall be construed as permission of the City to hold over beyond the expiration of the Initial Term or any Lease Extension.

Article 17. 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.

Article 18. Default.

18.01 In the event of default at any time by Lessee or City 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 City may at such time reenter and take possession of the Leased Premises.

18.02 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.

18.03 If Lessee or City 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 City or Lessee, as applicable, without the showing of any special damages or an inadequate remedy at law.

Article 19. Waiver and Time of Essence.

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 20. 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 City, under the terms of or in connection with this Lease, shall be sufficiently served, given or made (as an alternative to personal service upon City) if such notice, demand or communication is sent by overnight courier or certified United States mail, addressed to:

City of Pueblo
ATTN: Mayor
1 City Hall Place
Pueblo, Colorado 81003

with a copy to:

City of Pueblo
ATTN: City Attorney
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 City 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 City 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:

Pueblo STEAM Works d.b.a Southern Colorado Science Center
dba Leonardo da Vinci Museum of North America
c/o Joseph A. Arriago
80 N. Fabrication Dr.
Pueblo, CO 81007

(or to such other person or address as may hereafter from time to time be designated for this purpose by Lessee to City in writing).

Article 21. Environmental Provisions.

21.01 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, and (5) lead.

21.02 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.* Lessor affirms that to the best of its knowledge, there are no hazardous materials kept or stored on the Leased Premises.

21.03 Lessee agrees to defend, indemnify and forever hold harmless the City, its officers, employees, agents, successors, and assigns, as their interest may appear, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, remediation and cleanup costs, incurred by reason of the use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about, or from the Leased Premises, or any part thereof, by Lessee, its employees, agents, licensees, invitees, contractors and subcontractors, provided such Hazardous Materials. The provisions of this Article 20 and Article 10 shall expressly survive the expiration of the Term or other termination of this Lease.

Article 23. Miscellaneous Provisions.

23.01 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.

23.02 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.

23.03 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 City except such as are expressed herein. This Lease shall be binding on the Parties, their successors and approved assigns.

23.04 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.

23.05 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.

23.06 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.

23.07 Venue and Jury Trial. City 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 City and Lessee submit to the jurisdiction of that Court. To the extent allowed by law, each Party waives its right to a jury trial.

23.08 Brokerage Commission. City 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).

23.09 Warranties. The persons signing this Lease on behalf of each of the Parties represent and warrant that such persons and Lessee or City, 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 City, as applicable, enforceable against such Party in accordance with its terms.

23.10 Time of Essence. Time shall be and is of the essence as to the performance of all terms, conditions and obligations under this Lease.

23.11 Third Parties. The provisions of this Lease are and will be for the benefit of City 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, City 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

Pueblo STEAM Works d.b.a. Southern Colorado Science Center
dba Leonardo da Vinci Museum of North America
a Colorado nonprofit Corporation

By _____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____, as _____ of Pueblo STEAM Works d.b.a. Southern Colorado Science Center dba Leonardo da Vinci Museum of North America.

Witness my hand and official seal.

My commission expires: _____.

[S E A L]

Notary Public

EXHIBIT A
Leased Premises

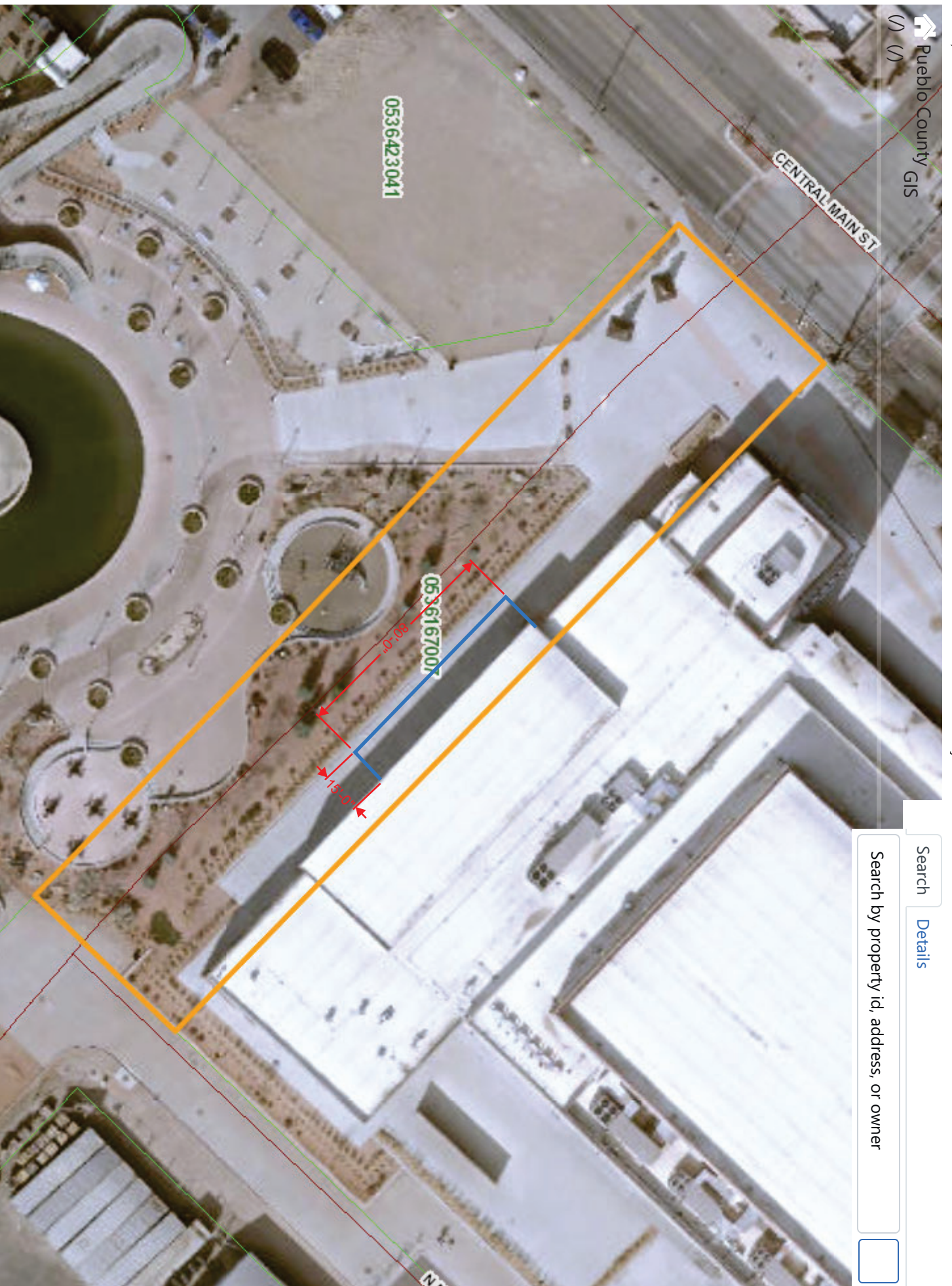


EXHIBIT B
PURA Lease

LEASE

THIS LEASE, including all Exhibits and Schedules hereto ("Lease"), is made and entered into this 3rd day of February, 2025 is by and between **Pueblo STEAM Works d.b.a Southern Colorado Science Center dba Leonardo da Vinci Museum of North America**, a Colorado nonprofit corporation (hereinafter referred to as "Lessee"), and **PUEBLO URBAN RENEWAL AUTHORITY** (hereinafter referred to as "Lessor"). Lessor and Lessee are sometimes referred to individually as a "Party" or collectively as the "Parties."

Article 1

Conditions Precedent, Leased Premises, and Term

1.1 Conditions Precedent. Lessor is the Financing Entity for a regional tourism project (the "Project") undertaken by the City of Pueblo (the "City") pursuant to the Colorado Regional Tourism Act, Part 3 of Article 46, Title 24, C.R.S (the "Act") as approved by the Colorado Economic Development Commission (the "EDC") by Resolution No. 1 effective May 18, 2012, as amended to date (as amended, the "Resolution"). As a major component of the Project, Lessor has issued its State Sales Tax Increment Revenue Bonds, Series 2017, in the amount of \$17,030,000 (the "Bonds") and pledged the proceeds of loans from the City in the net amount of \$14,400,000 (the "City Loans") to pay certain costs of the Project, including construction, alterations, and furnishing of the Leased Premises (the "PBR Improvements") for use by Professional Bull Riders, Inc. ("PBR"). PBR has abandoned the Project and the Parties have elected, subject to all applicable approvals and requirements, to substitute (the "Substitution") the Lessee as participant in the Project in place of PBR. This Lease is subject to the following necessary conditions precedent to such Substitution and this Lease shall not be deemed effective until each has been satisfied in writing or waived in writing by Lessor: (a) Lessee must obtain written approval from the City, Lessor, and EDC of a binding long term partnership with the Artisans of Florence, the worldwide representatives of the Museum of Leonardo da Vinci in Florence, Italy; (b) the Substitution must be officially and finally approved (except for legal conditions and covenants of continuing compliance) by the EDC acting pursuant to the Act and any applicable regulation; (c) all changes to existing or new supporting documents and agreements required by the EDC or otherwise necessary to effectuate such Substitution, if any, have been signed or otherwise approved by all affected parties thereto with all preconditions satisfied or waived; (d) if required, any revisions, restatements, or amendments of the Resolution have been approved by all affected parties, including, without limitation, the City and Lessor, by official action of their respective governing bodies; (e) Lessor has received any necessary opinion from its Bond counsel that the Substitution and changes to the documents governing the Project comply with the requirements of the Act and do not adversely affect the tax exempt nature of the interest on the Bonds. The date upon which all of the foregoing conditions precedent are met or waived in writing by the Lessor shall be the Commencement Date of this Lease; provided, however, unless the Parties otherwise agree in writing, if, on or before June 30, 2025, all of the foregoing conditions are not resolved or waived as provided above, either Party may terminate this lease by delivering written notice of such termination to the other Party, and this Lease shall thereafter become null and void and any and all rights hereunder shall automatically terminate as of such date.

1.2 Leased Premises. Lessor hereby leases to Lessee, and Lessee hereby

leases from Lessor, pursuant to the terms and conditions of this Lease, a portion of the Pueblo Convention Center, which is legally described in the attached Exhibit A (hereinafter the "Property"), and that leased portion of which is identified in the attached Exhibit B (hereinafter "Leased Premises").

Such Leased Premises are to be used in accordance with any applicable versions of the Resolution and the Act to create a unique and one-of-a-kind Leonardo da Vinci Museum capable of offering local businesses and visitors from around the world the opportunity to view Leonardo da Vinci's work and participate in interactive science exhibits. In accordance with Section 5.2, Lessee may sublease or license portions of the Leased Premises from time to time temporarily for lectures, classes, meetings, or other events incidental to its use as a one-of-a-kind Leonardo da Vinci Museum.

1.3 Condition. The Leased Premises will consist of 17,843 square feet of finished space, which Lessee, at its sole expense, shall reconfigure to meet its needs pursuant to agreed upon plans and timelines. The finished space shall be on the main floor of the Convention Center extension structure and shall consist of offices, gift shop, meeting rooms, storage areas, exhibit hall, and access via the common areas to the Pueblo Riverwalk.

1.4 Signage. Lessee shall be permitted to install interior and exterior signage on the Leased Premises and at other areas of the Convention Center as agreed by Lessee and Lessor. All costs of the creation, installation and maintenance of the signage shall be the responsibility of Lessee. After the expiration or termination of this Lease, Lessee shall remove such signage and restore the Leased Premises or the Convention Center to their original condition.

1.5 Construction. Construction on the tenant finish of the Leased Premises by Lessee shall begin no later than two (2) months from the Commencement Date, with completion and occupancy no later than six (6) months from the Commencement Date unless extended by written agreement of the parties. Lessee shall not, to the extent Lessee receives knowledge of the same, permit or allow any lien to be filed or recorded against the Leased Premises or Lessor's interest therein. All alterations made in or to the Leased Premises by Lessee with 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 Lessor (and with Lessor's direction to Lessee), be removed by Lessee at Lessee's sole cost and expense.

1.6 Term. Subject to satisfaction or waiver of the conditions precedent listed in Section 1.0, the term of this Lease shall commence on the earlier date of the satisfaction or waiver in writing of all conditions precedent or June 30, 2025 (the "Commencement Date") and shall terminate on the earlier to occur of:

- (i) Ten (10) years from the commencement date (the "Initial Term"); or
- (ii) Any early termination in accordance with the terms of this Lease.

1.7 Term Extension. At the end of the Initial Term, Lessee will have an exclusive right to extend the Lease for two ten-year periods (the "Lease Extension") (the Initial Term

and lease Extension shall be collectively referred to herein as "Terms"). Lessee may exercise this right by sending written notice to Lessor no more than twelve (12) months but no less than six (6) months prior to the end of the Initial Term or Lease Extension Term. Prior to the beginning of the Lease Extension, the Parties will negotiate in good faith the new rent rate for the Lease Extension. There shall be a cap to the new rent (the "Cap"), as set forth in Article 2 herein.

Article 2

Rental

2.1 Initial Five Years. Lessee and Lessor agree that for the initial five (5) year term of this Lease, Lessee shall pay as rent for Leased Premises the rate of \$8.00 per square foot for a total of \$142,744 per year payable in quarterly payments of \$35,686. Rent shall be abated for the first year of the Lease. Rent shall be due and payable, without notice, demand, or offset, beginning one year from the Commencement Date. Rent for the ensuing months shall be due and payable, without notice, demand, or offset, on or before the first day of each quarter during the Lease Terms.

2.2 Modified Gross Lease. This shall be a modified gross lease with Lessor paying for all utilities, exterior maintenance, snow removal, and building insurance, except that Lessee shall obtain and maintain insurance on its tenant improvements, fixtures, furniture, and equipment in amounts and coverages approved by Lessor, and shall pay when due all sales and property taxes related to its use of the Leased Premises. Utilities shall include water, gas, electricity, light, heat or power supplied to the Leased Premises.

2.3 Renewal Terms/Renewal Term Rental Adjustments. Commencing on the fifth (5th) anniversary of the Commencement Date, Rent shall be increased by the consumer Price Index (as defined herein) aggregated over the previous five (5) years, but in no event shall the aggregated Consumer Price Index adjustment exceed ten percent (10%) (the "CPI 10% Cap"). Commencing on the sixth (6th) anniversary of the Commencement Date, and each yearly anniversary date thereafter, Rent shall be calculated by using the price per square foot amount used in the immediately preceding year, plus an adjustment equal to the Consumer Price Index, but in no event shall the Consumer Price Index adjustment exceed three percent (3%) in any given year. As used herein, "Consumer Price Index" shall mean the Consumer Price Index for all urban households (Base Year 1982-1984 = 100) in the West Region (CPI-U) as determined and published by the United States Department of Labor, Bureau of Labor Statistics for the applicable year.

2.4 Payments. Rent shall be due and payable, without notice, demand, or offset, on or before the first day of each quarter during the Lease Terms. All rent shall be payable to Lessor at the address given for notice pursuant to this Lease. Rent required to be paid by Lessee hereunder which remains unpaid (15) days after its due dates shall bear interest at the rate of ten percent (10%) per annum until paid. 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 3

Condition, Repairs, Improvements, Liens

3.1 Condition. Lessee and Lessor will inspect and acknowledge at the time of occupancy after the Commencement Date that it has received the Leased Premises in good order and repair.

3.2 Repairs. During the Term of this Lease, Lessor, at Lessor's expense, shall operate, maintain and make all necessary repairs and replacements (both structural and non-structural) to the Convention Center, on the Property and the public and common portions of the Convention Center, and the structural elements of the Convention Center, both exterior and interior, the roof of the Convention Center and the sidewalks adjacent to the Convention Center. All tenant improvements, furniture, fixtures, and equipment of Lessee or installed by Lessee shall be the sole responsibility of Lessee. Lessor will be responsible for maintaining, repairing, and if necessary replacing the HVAC units which serve the Leased Premises. Lessor will also maintain the main lines serving the plumbing fixtures in the Leased Premises. Lessee will be responsible for maintaining the plumbing fixtures in the Leased Premises. Lessee will be responsible for clearing any drain line blockages that are directly connected to the plumbing fixtures in the Leased Premises. Lessor will maintain and repair the electrical service entrance and the circuit breakers that serve the Leased Premises. Lessee will be responsible for maintaining and repairing or replacing if necessary the lighting fixtures that serve the Leased Premises. Lessee hereby agrees to replace or repair all broken glass with glass of the same size and quality as that broken, when such breakage is caused solely by Lessee, its employees, agents or invitees. Lessee shall be responsible, at Lessee's cost, for repairs to the Leased Premises for any damage caused solely by Lessee, its employees, agents, guests or invitees.

If Lessor or Lessee does not make such repairs as provided herein, the other party may, but need not, make such repairs or replacements and in such case, in addition to its other remedies hereunder, the other party shall pay the cost thereof plus interest on the sum or sums so advanced at the rate of eighteen percent (18%) per annum, promptly upon demand.

3.3 Improvements. Lessee agrees not to make any structural improvements to the Leased Premises without the prior written consent of Lessor. For clarity, Lessee, with prior written approval of Lessor, may install equipment at its own cost that will not be attached to the structure (therefore, not a structural improvement) as it deems necessary and desirable in connection with its use of the Leased Premises provided that such equipment does not increase the load bearing capacity of the structure or cause an increase in the cost of Lessor's insurance obligations.

3.4 Liens. Whenever Lessee shall repair, demolish, construct, remodel or rebuild improvements on the Leased Premises, Lessee covenants to discharge or cause to be discharged every lien filed against the Leased Premises and Lessee agrees to indemnify and save Lessor harmless from any and all liability, loss or expense with respect thereto and to include Lessor as an additional insured on all insurance policies related to the use and occupancy of the Leased Premises.

3.5 Personal Property. 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 the 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 Lessor, in its sole discretion, may determine.

Article 4

Use and Possession of Leased Premises

4.1 Possession. Lessee shall have and is entitled to the possession of the Leased Premises as of the date all contingencies recited in Section 1.1 have been resolved or waived in writing by the Lessor.

4.2 Character of Occupancy. The Leased Premises are to be used by Lessee for any purpose related to the business of Lessee including but not limited to the Leonardo da Vinci Museum of North America which shall be open to the public seven (7) days a week no less than 360 days per year and operated consistent with the Pueblo Regional Tourism Act ("RTA") Project unless prevented by acts of force majeure. Force majeure events shall mean (i) acts of God, (ii) flood, fire, earthquake or explosion, (iii) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, (iv) government order or law, (v) actions, embargoes or blockades in effect on or after the date of this Lease, (vi) action by any governmental authority, (vii) national or regional emergency, (viii) strikes, labor stoppages or slowdowns or their industrial disturbances, (ix) epidemic, pandemic or global outbreak, or (x) other similar events beyond the reasonable control of the Parties.

4.3 Indemnification. Lessor and Lessee, as a material inducement to the other to enter into this Lease, the Parties agree as follows:

Each party shall indemnify, release and hold harmless the other party and their parents, affiliates, and subsidiaries, and each of their respective shareholders, directors, officers, members, managers, agents, employees, contractors, licensees, legal representatives and successors in interest ("Indemnified Parties") from all third party claims for damage to or loss of property or injury or loss of life, including reasonable attorneys' fees and costs ("Third Party Claims"), resulting from (a) its negligence or willful misconduct or (b) its material uncured breach of this Lease. This indemnification provision shall survive the expiration or termination of this Lease.

4.4 No Waste. Lessee hereby agrees during the Term of this Lease not to commit waste or suffer or permit waste to be committed on the Leased Premises, or to permit a nuisance hereon.

4.5 Lessor Access. Lessor, its employees, agents, and representatives, may enter 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 5 Assignment and Subletting

5.1 Assignment: The interests and privileges granted under this Lease are personal. Lessee shall not assign this Lease or any interest herein without Lessor's prior written consent, which consent shall not be unreasonably withheld. Any assignee shall, by a proper written instrument between Lessee and assignee, assume and agree to perform all the terms, covenants and conditions of this Lease to be performed and kept by Lessee. Lessee shall provide Lessor with a copy of the assignment agreement.

5.2 Subletting: For only those special events of limited duration incidental to its use as a one-of-a-kind Leonardo da Vinci Museum, Lessee has the right to sublet the Leased Premises or any part thereof to third parties that are acceptable to Lessee without Lessor's approval and without sharing any of the excess rent. Upon request, Lessee agrees to provide Lessor with a summary of the sublease terms. No sublease shall release or discharge Lessee or any guarantor hereof from any of its or their duties or obligations hereunder. Lessee shall not assign, license, or sublease any part of the Leased Premises for any use that competes with the Convention Center, including, without limitation, weddings, banquets, and reunions and is responsible for ensuring all sublessees comply with the terms and conditions of this Lease and all covenants, rules and regulations of the Convention Center and HARP.

Article 6 Insurance and Damage to improvements

6.1 Insurance. At all times during the Lease Term, Lessee shall procure and maintain, at its sole expense, property insurance in an amount not less than one hundred percent (100%) of the replacement cost, covering Lessee's improvements to Leased Premises (including all leasehold improvements, furniture, fixtures, and equipment), the content thereof, ("Property Insurance"), and shall contain flood coverage and business income ("loss of rents") coverage for a period of time not less than twelve (12) months following the insured casualty.

6.2 Additional Lessee Insurance. Lessee shall secure and maintain in full force and effect, at its expense, during the effective term of this Lease,

6.2.1 Commercial general liability insurance including coverage for personal injury (including death), property damage and contractual coverage in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and \$5,000 medical expense (any person). The policy shall include coverage for liabilities arising

out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, bodily injury, property damage, personal injury, contractual liability, and other liability assumed under this Lease. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the respective limit of liability. The policy shall name Lessor, its officers, employees, or agents as additional insureds, and

6.2.2 Colorado Workers' Compensation insurance or other similar coverage in the statutorily mandated amounts. Neither Party shall be liable to the other Party for any claim, loss or casualty covered by such insurance and each Party waives any claim therefore against the other Party whether by way of subrogation or otherwise.

6.2.3 It is hereby agreed and understood that the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of Lessee. All such insurance required shall be primary and non-contributory, and written by insurance companies qualified to do business in the State of Colorado. It is also agreed and understood that Lessee will be responsible for paying any deductible or retention under its policies and will remain solely and fully liable for the full amount of any claim, damage, liability, loss or expense for which it is otherwise liable hereunder regardless of any failure or deficiency of insurance coverage or compensation.

6.2.4 Policies shall be endorsed to add Lessor as an Indemnified Party and Additional Insured and shall contain a waiver of subrogation in favor of Lessor. The Additional Insured requirement applies to all coverages, except Workers' compensation. The waiver of subrogation applies to all coverages and Lessee represents and warrants that it shall provide Lessor with proof of such waiver upon Lessor's written request. Each of the aforementioned policies will include a provision requiring the insurance company to give Lessor prompt notice of at least thirty (30) days prior to any modification or cancellation thereof. Lessee shall furnish Lessor with certificates of insurance evidencing its compliance with the provisions of this section: (i) at least 15 days prior to the effective date of these coverages, (ii) at the renewal of its insurance policies, and (iii) whenever otherwise reasonably requested by the other party during the Term.

6.3 Release/Waiver of Subrogation. Lessor and Lessee agree to have their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against Lessor or Lessee, as the case may be. Lessor and Lessee hereby waive any right that either may have against the other on account of any loss or damage to its property including the improvements, Convention Center, the Leased Premises, to the extent such loss or damage is insurable under policies of insurance for fire and all risk coverage, theft, or other similar insurance. Lessor and Lessee also hereby waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder.

6.4 Fire and Extended Coverage Insurance. Lessee may, at its expense, during the Terms of this Lease, secure and maintain in full force and effect "All-Risk" casualty insurance (including, without limitation, fire, and extended coverage insurance) upon the Lessee's improvements to the Leased Premises along with the fixtures, furnishings and

Lessee's exhibits in the Leased Premises. If Lessee secures casualty insurance, such insurance shall be in an amount not less than the full replacement value of the Lessee's improvements to the Leased Premises (without deduction for physical depreciation), and issued by an insurance company or association authorized to issue such policies under the laws of the State of Colorado and approved by Lessor, shall contain a deductible of not more than \$15,000.00 and a standard Colorado mortgagee/landlord clause in favor of Lessor, and shall be subject to cancellation, reduction or modification upon less than ten (10) days' written notice to Lessor. Such insurance, by its terms or by endorsement, shall waive any right of subrogation of the insurer against Lessor, its officers, agents and employees, for any loss or damage resulting from covered perils. Lessee will furnish to Lessor evidence of such insurance and its continuance during the Terms of this Lease.

6.5 Partial Damage to Improvements. If at any time during the Term of this Lease the Convention Center, improvements, or any property or buildings located near or on the Leased Premises, Convention Center, or improvements are damaged to an extent less than "Total Destruction", as defined in Section 6.6 below ("Partial Damage"), by fire or other casualty, and the damages are covered by insurance, Lessor agrees, as soon as reasonably possible after the occurrence of such Partial Damage, to repair or rebuild the improvements so that they shall be, after repair, in substantially the same condition as they existed immediately prior to such Partial Damage, but it shall not be obligated to expend more than the amount of insurance proceeds. Such repairs shall be done in a good and workmanlike manner and at the sole expense of Lessor. If the Partial Damage to the Convention Center, improvements, or any property or buildings located near or on the Leased Premises, Convention Center, or improvements, causes a material interference to Lessee's business, or Lessor does not start or complete the repairs and/or improvements in a timely, competent manner, or pursuant to the repair plans, the rental hereunder shall be abated or equitably adjusted.

6.6 Total Destruction. If at any time during the Term of this Lease the Convention Center and improvements shall be totally destroyed or damaged by fire or other casualty to the extent that the same are untenable for use by Lessee, in the manner that the same were being used immediately prior to such total destruction ("Total Destruction"), then subject to subsection (b) below, Lessor may elect to either repair and rebuild the then-remaining improvements to a condition substantially similar to the improvements immediately prior to such destruction or damage, or to elect not to rebuild and to terminate this Lease. The notice of election by Lessor shall be given in writing to Lessee within thirty (30) days after the date of the Total Destruction, and if no notice shall be given by Lessor within said time period, Lessee may terminate this Lease, be released from this Lease, and held harmless from any and all liability thereafter accruing hereunder. If Lessor elects to rebuild, construction shall be commenced as soon as reasonably possible, shall be performed in a good and workmanlike manner and shall be completed with due diligence. Commencing with the date of Total Destruction and continuing until either the termination of this Lease or the completion of the rebuilding and construction process, the rental due under Article 2 hereof shall be abated. Notwithstanding the above, if Lessor does not start or complete the re-building and/or improvements in a timely, competent manner, or pursuant to the rebuilding plans, Lessee may terminate this Lease with notice to Lessor and held harmless from any and all liability thereafter accruing hereunder.

Article 7
Condemnation: Zoning Changes

7.1 Governmental Action. Action by any public or quasi-public authority (including the State of Colorado, City of Pueblo and/or Lessor) under power of eminent domain or resulting in a change of zoning (referred to in this Lease as "governmental action") relating to the Leased Premises or any part thereof shall give rise to the rights and duties subsequently described in this Article 7.

7.2 Complete Taking. If the entire Convention Center, including the Leased Premises, be taken by governmental action, this Lease shall immediately terminate and expire as of the date of such taking and Lessee thereupon shall be released from any and all liability thereafter accruing hereunder and the award (if any) shall belong to Lessor.

7.3 Partial Taking. If only part of the Convention Center be taken and the part remaining be of such shape or size as to cause a material interference to Lessee's business, determined in Lessee's sole discretion, Lessee has the right to (a) terminate this Lease with the same effect as a complete taking, or (b) opt to continue this Lease in full force and effect as to the said remaining portion, but the rental shall be abated or reduced equitably, or paid by Lessor for the remainder of the Term, and the award (if any) shall belong to Lessor.

Article 8
Default

8.1 Events of Default. This Lease is made upon the express condition that Lessor and Lessee may pursue such remedies to which it is entitled by law in the event of the occurrence of an event of default by the other party as follows:

8.1.1 If Lessee shall refuse or fail to pay Rent when due pursuant to the terms herein, and such default shall continue for thirty (30) days after written notice specifying the default is given to Lessee pursuant to the Notices section herein; or

8.1.2 If either party refuses or fails to perform or breaches any of the material terms, covenants and conditions herein and such failure or breach shall continue and not be cured for a period of thirty (30) days after written notice specifying the default is given to the defaulting pursuant to the Notices section herein.

8.2 Remedies. In the event of an uncured default as set out in Section

8.2.1 If Lessee is in default of Section 8.1.1 above, Lessor shall have the right to either:

- (i) terminate this Lease by giving to Lessee written notice of such termination, in which event Lessor shall be entitled to recover

from Lessee the remaining rental due for the then current Term of the Lease.

- (ii) without resuming possession of the Leased Premises or terminating this Lease, file suit and recover or distrain for such unpaid rents and any proven, unmitigated damages directly resulting therefrom.

8.2.2 If Lessor is in default of Section 8.1 above, then, in addition to any other remedies available to it, (i) Lessee shall have the right to immediately terminate this Lease with written notice to Lessor and (ii) Lessee shall be relieved of its obligations to make any further payments. Lessee's indemnification obligations pursuant to the lease shall survive termination or expiration of the Lease.

8.3 Attorney Fees. In the event any proceeding is instituted to enforce the terms or conditions of this Lease, the prevailing party in such proceeding shall be entitled to recover its attorney fees and costs.

Article 9 Termination of Lease

9.1 Trade Fixtures and Personal Property. All trade fixtures, and personal property installed on the Leased Premises by Lessee or acquired by Lessee at any time during the Term of this Lease shall be and remain the property of Lessee. Upon the termination of this Lease, by expiration of time or otherwise, Lessee shall remove any and all of said trade fixtures, and personal property from the Leased Premises.

9.2 Change in Circumstances. In the event Lessee is unable to perform its duties and take possession of the Leased Premises in the time and manner set forth herein through no fault of its own or Lessor, Parties reserve the right to terminate this Lease with written notice to the other pursuant to the Notices section herein. In the event governmental action precludes or impairs the use of the Leased Premises for the intended purpose as set forth herein or other circumstances beyond the control of either Party, Parties reserve the right to terminate this Lease with written notice to the other pursuant to the Notices section herein, in which case no payments will be due Lessor other than payment of any outstanding rental due as of the date of termination.

Article 10 Covenant of Quiet Possession

10.1 Lessor hereby covenants and agrees that it has good, right and lawful authority to Lease the Leased Premises to Lessee and execute this Lease and that Lessee, its successors and assigns, upon payment of the rent herein reserved and the performance and keeping of all of the other terms, covenants and conditions hereof to be performed and kept by Lessee, shall and may peaceably and quietly hold and enjoy the Leased Premises during the Term hereof.

10.2 Lessor hereby covenants and agrees that it will not do or permit anything to be done to impair the title and zoning of the Property that would restrict or otherwise terminate Lessee's use of the Leased Premises for its contemplated use.

Article 11

General Provisions

11.1 Holding Over. If, after the expiration of the initial Term or any renewal Term of this Lease, Lessee shall remain in possession of the Leased Premises and shall continue to pay rent without written agreement as to possession, Lessee shall be regarded as a tenant from month to month at a monthly rental, payable in advance, equivalent to the monthly rental paid during the last month of the then current term hereof, and subject to all of the terms and conditions hereof except those relating to the then current term of this Lease. Lessee will not be deemed to be a holdover lessee (and holdover rents will not apply) unless Lessor is entitled to possession under the terms of the Lease and Lessee fails to vacate the Leased Premises within 30 days after Lessee receives a written demand for possession from Lessor.

11.2 Benefit. This Lease and the terms, covenants, conditions, provisions and agreements herein contained shall be binding upon and inure to the benefit of Lessor and Lessee and upon and to their respective parents, affiliates, legal representatives, successors and assigns.

11.3 Amendment or Modification. Lessor and Lessee acknowledge and agree that no amendment or modification of this Lease shall be valid and binding unless expressed in writing and executed by both of the Parties hereto in the same manner as the execution of this Lease.

11.4 Compliance with Laws. Lessor agrees to comply with the Act and all other applicable laws, statutes, ordinances, rules, regulations, and other requirements now in force or that may hereafter be in force with its responsibilities herein and conduct of its business as it relates to the Property, Convention Center, improvements and Leased Premises. Lessee agrees to comply with all applicable laws, statutes, ordinances, rules, regulations, and other requirements now in force or that may hereafter be in force relating to the conduct of its business.

11.5 Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this Lease, then and in that event, it is the intention of both of the Parties hereto that the remainder of this Lease shall not be affected thereby and it is also the intention of both of the Parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and may be legal, valid and enforceable.

11.6 Certain Representations, Warranties and Agreements of Lessor.

Lessor represents and warrants to Lessee as follows:

11.6.1 That as of the Commencement Date, the Convention Center, improvements, and the Leased Premises, will be in full compliance with all applicable laws, codes and disability laws including but not limited to the ADA, disability, life, seismic, fire and safety codes, ordinances, statutes, or other laws;

11.6.2 The Property and the Convention Center, improvements, including the Leased Premises, does not have any pre-existing, nor will Lessor bring, or allow any third party to bring or place, contain, hold or store any substance or contaminated materials deemed hazardous under federal, state, or local environmental statutes, ordinances, rules, regulations, or orders ("Hazardous Materials"), other than negligible quantities of such Hazardous Materials as may typically be found in commercial construction or cleaning products used and disposed of in accordance with applicable laws; and (ii) there are and will be no underground storage tanks for petroleum products or Hazardous Materials, active or abandoned;

11.6.3 There are no environmental liens on any of the real property comprising the Property, Convention Center and Leased Premises;

11.6.4 Except for restrictions which may be required for repairs, maintenance or construction, the Leased Premises during the Term hereof shall have unobstructed access to the common areas of the Pueblo Convention Center, which in turn shall have access to public road(s) abutting the Property on which the Convention Center is located; and

11.6.5 The HVAC system, elevators, electrical system, plumbing system, fire prevention system, roofs, foundations and all other structural components of the improvements, Convention Center, including the Leased Premises, parking and common areas, will be and remain in good working order and conditions, are fit for their intended purposes, and will be maintained in good working order and condition by Lessor throughout the Term of this Lease. Accordingly, if Lessee's use of the Leased Premises is unreasonably interfered with as a result of the acts or omissions of Lessor or its agents for three (3) consecutive days after delivery of written notice to Lessor, then rent shall abate for the duration and to the extent of the interference, until Lessee's use is restored.

11.7 Notices. Any notice which may be required to be given hereunder from either of the Parties to the other shall be in writing and shall be deemed to have been sufficiently given for all purposes if delivered in person, by prepaid overnight express mail or reputable overnight courier service, by certified mail or registered mail, postage prepaid, return receipt requested, addressed as follows:

If to Lessor: Pueblo Urban Renewal Authority
115 E. Riverwalk, Suite 410
Pueblo, CO 81003

If to Lessee: Pueblo STEAM Works DBA Southern Colorado Science Center dba
Leonardo da Vinci Museum of North America
c/o Joseph A. Arrigo
80 N. Fabrication Dr.
Pueblo, CO 81007

11.8 Dispute Resolution. Before initiating suit to enforce any provisions of this Lease, the Parties agree to attempt resolution of the dispute in good faith through mediation with a neutral third-party mediator agreed upon by the Parties. Should the Parties be unable to agree upon a neutral third-party mediator within forty-five (45) days of notice of the dispute, either Party may initiate suit. City 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.

11.9 Tourism Reports. Lessee agrees that throughout the Term of this Lease it will use its reasonable efforts to maximize the use of the Leased Premises to develop tourism opportunities for the City of Pueblo. To the extent possible and reasonable, Lessee agrees to maintain information during the Term of this Lease of the number and cities, states and countries of residence of visitors to the museum. This information shall be reported to Lessor on a regular basis during the Term of this Lease.

11.10 Confidentiality. Except as required by law, Lessor and Lessee agree that the covenants and provisions of this Lease shall not be divulged to anyone not directly involved in the management, administration, ownership, lending against, or subleasing of the Leased Premises, which permitted disclosure shall include, but not be limited to, the Board members, legal counsel and/or accountants of Lessor and Lessee. Neither party shall issue a press release concerning the execution of this Lease without the prior written consent of the other party.

11.11 Lessee Trademarks; Approvals. Lessor covenants that it will make no use of Lessee's name, logos, trademarks and service marks and all other identification, together with related artwork, composite works and derivative works (collectively, "Lessee Trademarks") without the express prior written approval of Lessee that may be withheld for any reason. Lessee Trademarks will remain the property of Lessee. Any and all rights and interests in and to the Lessee Trademarks under trademark or copyright law, as well as all other intellectual property rights and goodwill therein, will inure to the benefit of and be the exclusive property of Lessee. Any approved uses by Lessor of Lessee Trademarks under this Lease are non-assignable and nontransferable and will be only for the Term.

[Signature page follows]

Lessor: Pueblo Urban Renewal Authority

By: [Signature]

Its: Chair Eligio Soto Gallegos

Dated: 2-3-25

Lessee: Pueblo STEAM Works d.b.a Southern Colorado Science Center dba Leonardo da Vinci Museum of North America

By: [Signature]

Its: President

Date: Feb. 3, 2025

EXHIBIT A

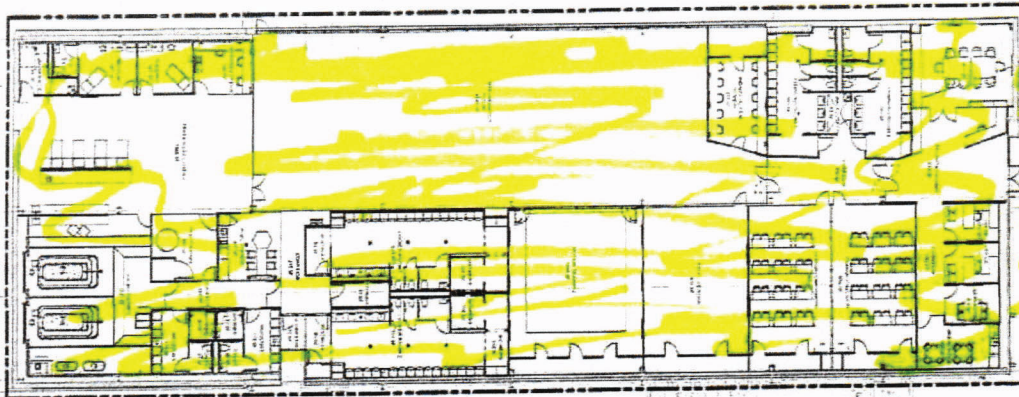
LEGAL DESCRIPTION OF THE PUEBLO CONVENTION CENTER

A POR of Lots 1, 2 and all of Lot 3, Block 1, Pueblo Center Subdivision Filing No. 3, AKA PAR B, Rearrangement of Property Boundary, Reception No, 1152144, Also POR of Vacated Mechanic St ADJ Formerly #05-361-67-006

EXHIBIT B
Leased Premises

EXTENT OF WORK:
TENANT IMPROVEMENT - INFILL ONLY.
BUILDING ENVELOPE EXCLUDED

ROOM	SF
Conference	421 SF
Reception Lobby	501 SF
Corridor	759 SF
Office / Workrooms	663 SF
Lockers and Changing Rooms	2,376 SF
Classrooms	1,316 SF
Front Room	217 SF
Yoga Room	810 SF
Ballroom Training	1,600 SF
Open Workout Space	4,465 SF
Hydrotherapy Pool	1,042 SF
Leisure Deck and Picnic at Rooms	1,810 SF
TOTAL	35,433 SF



EXTENT OF WORK:
TENANT IMPROVEMENT - INFILL ONLY.
BUILDING ENVELOPE EXCLUDED

BUILD-OUT SCOPE PLAN | 1



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 10, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: David Wyatt

SUBJECT: AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MARINE TOYS FOR TOTS FOUNDATION, A VIRGINA NONSTOCK CORPORATION FOR THE PROPERTY LOCATED AT 317 NORTH MAIN STREET AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to execute a lease between the City of Pueblo ("City"), a Colorado Municipal Corporation and Marine Toys for Tots Foundation, a Virginia Nonstock Corporation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Marine Toys for Tots Foundation wishes to lease a 3,200 square-foot portion of the Pope Block Building ("Building") at 317 N. Main Street for one (1) year. Marine Toys for Tots Foundation shall pay its proportional share of the Building's Common Area Maintenance ("CAM") expenses. The CAM expenses cover the following:

- Maintenance and management of the building
- Building utilities
- Repair of the building
- Building property taxes
- Building use taxes not abated through the Pueblo Urban Enterprise Zone
- Building insurance

- Building fire systems

Marine Toys for Tots Foundation and Landlord have the option of cancelling the lease for the Pope Block Building with sixty days (60) prior notice to the other party.

FINANCIAL IMPLICATIONS:

The lease requires Marine Toys for Tots Foundation to pay to the City its proportional share of CAM expenses as determined by the City's Finance Department.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, Marine Toys for Tots Foundation would not lease the space.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Toys for Tots Lease Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MARINE TOYS FOR TOTS FOUNDATION, A VIRGINA NONSTOCK CORPORATION FOR THE PROPERTY LOCATED AT 317 NORTH MAIN STREET AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The proposed Lease Agreement between the City of Pueblo, a Colorado Municipal Corporation and Marine Toys for Tots Foundation, a Virginia Nonstock Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the lease in the name of the City and the Acting City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the attached Lease which are necessary or desirable to effectuate the transactions described therein.

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of this ____ day of February ___, 2025, by and between Pueblo, a Colorado municipal corporation ("Landlord") and Marine Toys for Tots Foundation, a Vergina Nonstock Corporation ("Tenant").

ARTICLE 1 BASIC DATA

Each reference in this Lease to any of the terms contained in this Article or otherwise defined in this Lease will be construed to incorporate the definitions or data stated under that term, defined as follows:

1.1. Building: 317 North Main Street, Pueblo, CO 81003

1.2. Leased premises: Rentable square feet approximately 3,200 sq. ft. on the first floor and basement of the Pope Block Building ("Leased Premises"), 317 N. Main Pueblo, Co. 81003

1.3. Term: One Year (1).

1.4. Commencement date: February ___, 2025

1.5. Base rent: Rate as defined in ARTICLE 4: RENT AND ADDITIONAL CHARGES.

1.6. Landlord address: Attn: Heather Graham, Mayor
1 City Hall Place, 2nd Floor
Pueblo, CO 81003
Phone: (719) 553-2655

1.7. Tenant address: Marine Toys for Tots Foundation
18251 Quantico Gateway Drive
Triangle, VA 22172
Phone: (703) 640-9433

ARTICLE 2 LEASE OF PREMISES

2.1. Leased Premises. In consideration of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant the premises 3,200 rentable square feet ("RSF") located in the Building (the "Leased Premises") together with all appurtenances.

2.2. Common Areas. Tenant shall have, as appurtenant to the Leased Premises, the non-exclusive right to use, and permit its invitees to use in common with other tenants of the Building, public lobbies, hallways, stairways, elevators, walkways necessary for access to Leased Premises, loading areas, pedestrian sidewalks and other areas or facilities which are in the Building which are public in nature.

2.3. Repair and Maintenance. Landlord shall repair and maintain the Building and the Building common areas in good operating condition and repair.

2.4. Parking. Tenant shall procure parking in a separate agreement.

2.5. Basement Use and Furnishings.

- a) The Tenant shall lease the first floor, as they are currently, plus adding additional space to the Leased Premises in the basement which shall include: two offices, the basement bathrooms, breakroom, and the west side of the basement for storage.
- b) All stored items must maintain a minimum of 48" aisle space for access to the entire basement and shall not block any of the City's furniture or other items. Any pallets moved in the basement must have adequate floor protection without leaving adhesives or causing impressions in the carpet.
- c) The Tenant shall be responsible for janitorial services and furnishing paper products and cleaning supplies for the bathroom and break area.

2.6. Moving Pallet Jacks. Tenant shall not roll pallet jacks over the carpet unless they lay something down while moving items, in a pre-approved method.

2.7. Access Badges. Landlord to provide Tenant up to 4 badges for building access (Building access ends at 6 pm each night).

2.8. Shared Basement Storage. The Landlord stores furniture in the same basement area as Tenant.

2.9. Trash Service. Should trash service be impacted by Tenant's increased use, Landlord will have the right to reevaluate costs arrangement costs associated with said increase.

ARTICLE 3 TERM

3.1. Commencement Date; Term. This Lease shall have one (1) year term ("Term"). The Lease Term begins (the "Commencement Date") on **February __, 2025**, and terminates on **March 1, 2026** (the "Termination Date").

3.2. Termination Without Cause: Tenant and Landlord may terminate this Lease, as it pertains to all, or any portion of the Leased Premises, for any reason whatsoever, by providing the other Party sixty (60) days prior written notice which shall specify the termination date and the portion of the Leased Premises being vacated.

ARTICLE 4 RENT AND ADDITIONAL CHARGES

4.1. Base Rent. Tenant's base rent for the Term of this Lease shall be as follows: **Not Applicable.**

4.2. Tenant's Obligation to Pay a Pro Rata Portion of the Operating Expenses of the Building. Commencing on the Commencement Date, and on the first day of each month thereafter during the Term of this Lease, as an additional charge, Tenant must pay to Landlord Tenant's estimated pro rata share of the Building's estimated Operating Expenses for the current calendar year, based upon the actual Operating Expenses for the prior calendar year. On or before January 1 of each year during the Term of this Lease, beginning with the Commencement Date, Landlord shall provide Tenant with documentation which demonstrates the Building's actual Operating Expense for the prior calendar year, along with a calculation of the difference between Tenant's estimated pro rata Operating Expense payments for such calendar year and the Tenant's actual pro rata share of the Operating Expense for that calendar year. In the event of an underpayment, Tenant shall pay the difference to Landlord. In the event of an overpayment, Landlord may refund the overpayment to Tenant or apply it to the Tenant's future pro rata share of the Building's estimated Operating Expenses. Notwithstanding the foregoing, if Landlord does not supply said documentation within one hundred eighty (180) days after the end of each calendar year, Landlord shall have forfeited its opportunity to seek reimbursement from Tenant for any underpayment such documentation subsequently reveals, however such limitation does not act to waive Landlord's duty to supply Tenant with said documentation within a reasonable time thereafter. In addition, Tenant shall have the right, at its own cost to audit Landlord's records of Operating Expenses within forty-five (45) days of receipt of said documentation and shall recover a reimbursement for any expenses improperly accounted for and included in Operating Expenses.

4.3. Operating expenses: NNN Expenses will cover the Tenant's pro rata share of the following items:

- Maintenance and Management of the Building
- Building Utilities
- Repair of Building
- Building Property Taxes
- Building use taxes
- Building Insurance
- Building Fire Systems

4.4. Operating expenses formula: Tenant shall pay its pro-rata share of the Operating Expenses for the Building according to the following formula: square footage leased by the Tenant divided by 101,992 square feet (net rentable space in the Building) times total Operating Expenses.

4.5. Tenant's Tax Obligations. Tenant shall be solely responsible for the payment of its own tax obligations and agrees that said obligations shall not be paid as part of the Building's Operating Expenses. Tenant's own tax obligations include, but are not limited to, sales and use taxes, personal property taxes and possessory interest real property taxes.

ARTICLE 5 USE

5.1. Use. Tenant may use the Leased Premises for general administrative office purposes and storage of presents and accessories. The Leased Premises consists of a working area on the first floor and two offices, bathrooms, break room, and an isle for storage in the basement of the Building. Tenant is responsible for all cleaning and toiletry supplies at its own expense. Pallets used to move the presents and accessories must have mats placed on the floors to prevent marks and damage to the floors. All the isles shall be clear and free of objects to allow ample access to all parts of the basement. Any change of use by the Tenant shall require the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

5.2. Compliance with Laws. During the Term of this Lease, Tenant shall comply with all applicable laws, rules, regulations and ordinances of all federal, state, county and municipal authorities having jurisdiction over the Leased Premises or the Building regarding Tenant's use of the Premises, provided that Tenant shall not be required to make modifications or alterations to the Building.

ARTICLE 6 ALTERATIONS AND SIGNS

6.1. Tenant's Alterations. Alterations, installations, improvements, additions or other physical changes to the Leases Premises shall not be made by the Tenant without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

6.2. Signage. The size, location, color and design of any sign placed by the Tenant on the Leased Premises or Building, shall be subject to the Landlord's prior written approval, not to be unreasonably withheld.

6.3. Liens. Tenant must keep the Leased Premises and this Lease free from any mechanic's, material man's, or similar liens or encumbrances, and any claims therefore for labor or materials furnished Tenant. If Tenant fails to do so, Landlord may pay the amount or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by the Landlord will be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord.

6.4. Surrender. On the Termination Date of this Lease, Tenant shall quit and surrender the Leased Premises in substantially the same condition as they were on the Commencement Date, reasonable wear and tear excepted. Tenant may remove, but shall not be required to remove, any fixtures, alterations or improvements made to the Leased Premises, provided that Tenant repairs any damage caused by such removal. Any items of personal property not removed by Tenant on the Termination Date of this Lease may be retained or disposed of by Landlord, at Tenant's expense.

ARTICLE 7 INDEMNIFICATION AND INSURANCE

7.1. Landlord's Indemnity. Landlord shall defend, indemnify and save harmless Tenant and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring in the Building, if caused by an act or omission by Landlord or its agents or employees, arising out of Landlord's operations or Landlord's use or occupancy of the Building.

7.2. Tenant's Indemnity. Tenant shall defend, indemnify and save harmless Landlord and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring in the Building, if caused by an act or omission by Tenant or its agents or employees, arising out of Tenant's operations or Tenant's use or occupancy of the Building.

7.3. Landlord's Insurance. Landlord is self-insured.

7.4. Liability Insurance. During the Term of this Lease, Landlord must maintain insurance covering Landlord's liability for ownership, maintenance and use of the Building, including the Common Areas. Such insurance must provide limits of not less than \$5 million with respect to injury to any one person, \$5 million with respect to any one occurrence and \$500,000 with respect to property damage arising out of any one occurrence.

7.4. Property Insurance. Landlord must maintain "all-risk" property insurance covering the Building against loss or damage resulting from fire or other insurable loss.

7.5. Liability Insurance. During the Term, Tenant must maintain insurance covering Tenant's liability for occupation and use of the Leased Premises and the Building, including the Common Areas. Such insurance must provide limits of not less than \$1 million with respect to injury to any one person, \$1 million with respect to any one occurrence and \$250,000 with respect to property damage arising out of any one occurrence. Tenant shall list the Landlord as additional insured on their liability insurance policy.

7.6. Worker's Compensation Insurance. Tenant shall maintain and keep in force an all employees compensation insurance policy as required under the laws of the State of Colorado.

7.7. Insurance Requirements. All insurance required to be carried by the parties hereunder shall be issued by responsible insurance companies qualified to do business in the State of Colorado. The parties further agree to provide each other with copies of certificates of insurance for all policies required as well as annual proof of payment of premiums.

7.8. Waiver of Subrogation. The parties to this Lease hereby release each other and their respective officers, agents, managers, directors, and employees from any and all claims and demands for loss, damages, expense or injury to any person or the Building or to personal property or improvements which are caused by or result from any risk insured against under insurance policies carried or required to be carried by the parties and in force at the time of any

such loss, to the extent such loss is covered by such parties' policies. The parties shall each obtain from their respective insurers waivers of all rights of subrogation, which the insurer of one party might have against the other party and Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waivers of subrogation.

ARTICLE 8 ASSIGNMENT

8.1. Internal Assignments. Tenant must obtain Landlord's consent to assign this Lease or the Leased Premises (or any part thereof). Any assignment without Landlord's written consent is void.

ARTICLE 9 CASUALTY AND RESTORATION

9.1. Restoration. Upon any damage due to fire or other casualty, if such casualty results in damage to more than 5% of the gross leasable area of the Building, Landlord may, in its sole discretion, upon thirty (30) days written notice to Tenant after such casualty, terminate this Lease. Landlord may also, in its sole discretion, undertake restoration of the Building and complete such restoration, with due diligence, after such casualty. If there is damage to the Premises or Building such that Tenant will not be able to reasonably use the Premises for ninety (90) days, then Tenant shall have the right to terminate this Lease by delivery of written notice to Landlord.

9.2. Equitable Adjustment. Upon any damage due to fire or other casualty, whether or not Landlord decides to undertake restoration of the Building, the parties agree that the Tenant's obligation to pay a pro rata portion of the Operating Expenses of the Building shall be equitably abated and apportioned from the date of such casualty until such repairs are completed or until Tenant vacates the Leased Premises.

ARTICLE 10 DEFAULT AND REMEDIES

10.1. Tenant's Default. If Tenant (a) fails to make payment of any costs expended for the benefit of Tenant or costs of Tenant's use of the Leased Premises for more than 10 days after Tenant receives notice of such failure from Landlord; or (b) fails to perform or observe any other agreement or condition contained in this Lease, and such failure is not corrected within thirty (30) days after Tenant receives notice from Landlord of such failure, then, in addition to all other remedies available at law or in equity, Landlord has the right to terminate this Lease and recover possession of the Leased Premises in the manner prescribed by law.

10.2. Landlord's Default. If Landlord fails to perform or observe any agreement or condition contained herein, and such failure is not corrected within thirty (30) days after Landlord receives notice from Tenant of such failure, then, in addition to all other remedies available at law or in equity, Tenant has the right to terminate this Lease.

10.3. Disputes. In the event of an unresolved dispute between Landlord and Tenant regarding the performance by either party of an obligation or condition of this Lease, as a condition precedent to the filing of litigation, authorized representatives of Landlord and Tenant will use good faith and commercially reasonable efforts to resolve such disputes.

ARTICLE 11 GENERAL PROVISIONS

11.1. Notices. Notices, consents, and demands required or permitted to be given hereunder must be in writing and be effective when received or refused, whether by hand delivery, nationally recognized overnight courier (with evidence of receipt or refusal), or U.S. Mail (return receipt requested), to the parties' respective Address stated in Article 1 of this Lease, or to such other address as the parties designate by written notice to each other, and each party may identify additional parties to receive copies of same.

11.2. Holding Over. Should Tenant hold over in possession of the Leased Premises after the expiration of the Term, as extended, such holding over shall not be deemed to extend the Term or renew this Lease, but this Lease will continue as a tenancy from month to month upon the terms and conditions stated herein.

11.3. Waiver/Remedies. The failure of Landlord or Tenant to insist upon strict performance by the other of any of the provisions of this Lease or to exercise any option herein conferred will not be deemed as a waiver or relinquishment for the future of any such provision or option. Except as expressly provided otherwise herein, all rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all of the others.

11.4. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance is, at any time or to any extent, invalid or unenforceable, the remainder of this Lease will not be affected thereby, and each such provision will be valid and will be enforced to the fullest extent permitted by law.

11.5. Attorneys' Fees. In the case of any litigation among the parties under this Lease, the prevailing party will be entitled to reimbursement for its reasonable costs, including reasonable attorneys' fees, incurred in any such dispute.

11.6. Entire Agreement. This Lease contains the entire and exclusive agreement between the parties relating to the Leased Premises, and may not be modified except by written instrument signed by the party to be bound thereby.

11.7. Venue and Waiver of Trial by Jury. In the event of any litigation arising under this Lease, exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court and each party submits to the jurisdiction of such

District Court. Landlord and Tenant hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other, upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

11.8. Relationship of the Parties. Neither Party shall be, or hold itself out as, agent of the other or as joint ventures or partners under this Lease.

11.9. Drafting of Agreement. Each Party acknowledges that this Lease was fully negotiated by the Parties and, therefore, no provision of this Lease shall be interpreted against any Party because such Party or its legal representative drafted such provision.

11.10. No Third Party Beneficiaries. The provisions of this Lease are for the exclusive benefit of the Parties hereto and their successors and permitted assigns, and no third party shall be a beneficiary, or have any rights by virtue of this Lease.

11.11. Counterparts. This Lease may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

11.12. Survival. Whether or not specifically noted within any section or provision of this Lease, any provision of this Lease which must survive termination of this Lease in order to be effective will so survive such termination.

IN WITNESS WHEREOF, this Lease is executed and delivered as of the date first above written.

TENANT:

Signature

Date

LANDLORD:
CITY OF PUEBLO

Heather Graham, Mayor

[S E A L]

Attest: _____
City Clerk

Approved as to Form

Crala Sikes, City Attorney



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 10, 2025

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 REFERRING A QUESTION TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2025 AND FIXING THE BALLOT TITLE THEREFOR

SUMMARY:

Attached is a proposed Ordinance referring a question to the eligible electors of the City of Pueblo to opt out of the Black Hills Electric franchise agreement and pursue the purchase of the generation, transmission, and distribution assets of Black Hills Electric, if feasible.

PREVIOUS COUNCIL ACTION:

In 2010, Council referred to the voters of the City, Ordinance No. 8186, which granted an electric utility franchise to Black Hills. The Black Hills franchise was approved by the voters in a Special Franchise Election held August 10, 2010.

On July 22, 2024, Council approved Resolution No. 15700 opposing the requested rate increase for delivery of electricity for which Black Hills Electric of Colorado submitted to the Public Utilities Commission for approval.

On September 23, 2024, Council approved Resolution 15776 establishing project Account CI2450 – Feasibility City Electric Utility, transferred budgeted and appropriated funds in the amount to \$35,525.16 from Project Account CI 2012 – Energy Advocacy Project to Project Account CI2450 – Feasibility City Electric Utility and transferred funds in the amount of \$150,000 from Public Works Contract Services to Project CI2450 – Feasibility City Electric Utility.

On December 23, 2024, Council approved Resolution No. 15867 retaining GDS Associates, Inc. to perform a comprehensive energy strategy study.

BACKGROUND:

The City of Pueblo has a franchise agreement with Black Hills Electric which expires in August 2030. Every five years for the term of the franchise agreement, the City may choose to terminate the agreement and establish its own utility. City Council is considering termination of its franchise agreement with Black Hills in August 2025 because Black Hills is seeking a significant rate increase from the Public Utilities Commission.

On June 14, 2024, Black Hills filed a rate review petition with the Public Utilities Commission seeking authorization to increase its rates by fourteen percent (14%). Pueblo and the rest of Black Hills' service area pay some of the highest electrical rates in the state. The City believes municipalization will freeze or reduce electrical rates for the community.

On December 23, 2024, City Council approved the retention of GDS Associates, Inc. to perform a comprehensive energy strategy study. The study was requested for the purpose of providing information to the City as to the feasibility of acquiring Black Hills' generation, distribution, and transmission assets and forming a municipal utility.

The City of Pueblo, as a home rule city, has the constitutional right to use the power of eminent domain to create and operate a municipal electric utility. The Colorado Constitution expressly grants home rule cities the power "within or without [their] territorial limits to . . . condemn and . . . operate . . . public utilities . . . and everything required therefore." Colo. Const. Art. XX Sec. 1 and 6. This Ordinance will allow the City to seek voters' approval in May to terminate the franchise agreement, acquire Black Hills' assets, and municipalize, if Council deems such action feasible.

FINANCIAL IMPLICATIONS:

The City will incur the cost of a Special Municipal Election on May 6, 2025, to be conducted as a mail ballot coordinated election by the County Clerk. The costs of the election are currently unknown, but costs will be shared with the Pueblo West Metropolitan District and perhaps other special districts also holding elections on May 6, 2025.

BOARD/COMMISSION RECOMMENDATION:

On November 21, 2019, the EUC recommended, by a unanimous vote, that the City create a municipal electric utility and purchase or condemn Black Hills electric facilities located in the City and Pueblo County.

STAKEHOLDER PROCESS:

Members of the public are the primary stakeholders affected by the proposed Ordinance. The issue of canceling the franchise agreement with Black Hills Electric and creating a municipal electric utility has been discussed at various public City Council meetings and work sessions for many years.

ALTERNATIVES:

If this Ordinance is not approved, the voters of the City of Pueblo will not be given the opportunity to vote on the creation of a municipal electric utility.

RECOMMENDATION:

This Ordinance must be adopted in order to refer the ballot measure to the voters.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE REFERRING A QUESTION TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2025 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 May 6, 2025 a question whether the City should terminate the Franchise Agreement with the Black Hills/Colorado Electric Utility Company, LP ("Black Hills Electric") and whether the City should purchase any electric distribution, transmission, and generation systems if determined to be feasible. The ballot question (submission, clause and title) therefore shall be as follows:

QUESTION NO. 2A - Cancellation of Black Hills Electric Franchise

SHOULD THE CITY OF PUEBLO CANCEL ITS FRANCHISE AGREEMENT WITH BLACK HILLS ELECTRIC AND ACQUIRE THE GENERATION, TRANSMISSION, AND DISTRIBUTION ASSETS OF BLACK HILLS ELECTRIC, IF DETERMINED FEASIBLE?

_____ For the measure
_____ Against the measure

SECTION 2.

If any section, provision, paragraph, clause or phrase of this Ordinance is held or decided to be unconstitutional, invalid or unenforceable for any reason, such decision shall not affect the constitutionality, validity or enforceability of the remaining portions of this Ordinance.

SECTION 3.

All other ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

SECTION 4.

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.

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: February 10, 2025

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 AND AUTHORIZING THE MAYOR TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO RELATED TO THE MEDAL OF HONOR SUBDIVISION AND AUTHORIZING AN EXTENDED PERIOD FOR DEFERRED FILINGS

SUMMARY:

This Ordinance will amend Ordinance No. 10523 which approved the plat of the Medal of Honor Subdivision and approve a Subdivision Improvement Agreement (SIA) between the City of Pueblo and Pueblo County.

PREVIOUS COUNCIL ACTION:

City Council passed Ordinance No. 10523 on August 14, 2023, which was subsequently signed by the Mayor on August 17, 2023, approving the Medal of Honor Subdivision.

BACKGROUND:

Pueblo County is constructing a new detention center and major arterial roadway within the Medal of Honor Subdivision on the City's west side. The roadway improvements are considered public improvements which, according to Chapter 4, Title XII of the Pueblo Municipal Code, must generally be constructed within 180 days of Pueblo County obtaining a building permit for the new detention facility or the County would be otherwise required to place funds on deposit with the City or provide other security to ensure their completion. The scope and scale of the roadway and detention center projects are such that additional time is necessary to complete the required public improvements. Both projects have been progressing smoothly to date and City staff is supportive of the County's request if Council and the Mayor were to approve an Ordinance to extend the public improvements completion deadline until the earlier of (a)

December 31, 2025, or (b) prior to issuance of a Certificate of Occupancy without requiring the County to provide an additional deposit or other security.

In addition, this Ordinance approves a Subdivision Improvement Agreement which outlines the subdivider's responsibilities for constructing required public improvements associated with the Medal of Honor Subdivision. The agreement follows the City's standard SIA template except that it extends the timeline for installation of those improvements before the subdivider is required to provide a deposit as previously discussed.

The Ordinance also amends Section 5 of Ordinance No. 10523 which updates the deadline for submitting deferred filings for the Medal of Honor Subdivision to accommodate the execution of the Subdivision Improvements Agreement and extends the deadline for completion of required public improvements.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to pass this Ordinance will prevent the City and County from executing the Subdivision Improvements Agreement and preclude the extension of the aforementioned public improvements completion and deferred filings deadlines.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. SUBDIVISION IMPROVEMENT AGREEMENT - MOH Subdivision
2. SIA Exhibit A
3. SIA Exhibit B

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO RELATED TO THE MEDAL OF HONOR SUBDIVISION AND AUTHORIZING AN EXTENDED PERIOD FOR DEFERRED FILINGS

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

SECTION 1.

The period for deferred filings pursuant to §12-4-5(b)(2), P.M.C., is extended through December 31, 2025.

SECTION 2.

The Subdivision Improvement Agreement ("SIA") between the City of Pueblo, a Colorado Municipal Corporation and Pueblo County, a political subdivision of the State of Colorado, a copy of which is attached hereto, having been approved as to form by the City of Pueblo Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the SIA 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 are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described herein.

SECTION 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

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made on _____, 2025, between the CITY OF PUEBLO, a Municipal Corporation ("City"), and Pueblo County, a body corporate and Political Subdivision of the State of Colorado ("Subdivider").

RECITALS

WHEREAS, Subdivider has subdivided or is about to subdivide a certain tract of land located in the City and legally described in attached Exhibit "A"; and

WHEREAS, the Subdivider, as a condition of approval of the final plat of Medal of Honor Subdivision, recorded in the records of the Pueblo County Clerk and Recorder on December 4, 2023 at Reception No. 2329493 ("Subdivision"), wishes to enter into this Subdivision Improvements Agreement as authorized by Chapter 4, Title XII of the Pueblo Municipal Code; and

WHEREAS, Subdivider is required by Chapter 4, Title XII of the Pueblo Municipal Code to construct and install public improvements described and set forth in Chapter 4, Title XII of the Pueblo Municipal Code and the standards and specifications approved by City Council ("Required Public Improvements"); and

WHEREAS, the Required Public Improvements are generally described in the attached Exhibit "B" and shown on approved construction plans and documents on file in the office of the City's Director of Public Works ("Plans and Documents").

WHEREAS, by Chapter 4, Title XII of the Pueblo Municipal Code, Subdivider is obligated to provide security or collateral sufficient in the judgement of the Director of Public Works to make reasonable provisions to construct and complete the Required Public Improvements.

NOW, THEREFORE, in consideration of the foregoing and the following mutual covenants and agreements, the City and Subdivider agree as follows:

1. Subdivider agrees that no later than December 31, 2025, or upon the issuance of a certificate of occupancy for any such building or structure, whichever occurs first, to construct and install at its sole cost all of the Required Public Improvements.
2. In lieu of installing the Required Public Improvements within the time period prescribed in Paragraph 1, Subdivider or any subsequent owner of the land or any portion thereof shall deposit cash or other collateral with the City Director of Finance, or with any bank or trust company licensed in the State of Colorado, subject to an escrow agreement approved by the City Attorney. The holder of such cash or

collateral shall pay all or any portion thereof to the City upon demand after the time to complete all Required Public Improvements by Subdivider or subsequent owner expires. Such deposit or escrow agreement shall be referred to as the “deposit”.

3. The amount of the deposit shall be computed by the City’s Director of Public Works by estimating the total cost of all uncompleted Required Public Improvements within the block at the time application for building permit is made. The amount of the deposit required by this alternative shall not be less than 25% of such estimate plus the cost of extending all required sewer and water lines from nearest existing sewer and water lines to the proposed building site for which a building permit is sought, plus the costs of extending curb, gutter, sidewalk and paving from the edge of the Subdivision or existing improvements of a like nature, whichever is closer to the proposed building site. In any case where the block, as later defined, exceeds one thousand (1000’) feet in length between intersecting streets, the estimate of the City Director of Public Works under this paragraph may be reduced to the total costs of all uncompleted Required Public Improvements in at least one half (1/2) of such block, and the required deposit shall be based upon such decreased estimate. The Subdivider, however, shall provide a turnaround of at least sixty (60’) feet in diameter at the mid-block point and barricade such street so that no through traffic shall be permitted beyond the point to which the estimate of Director of Public Works is based.
4. Within one hundred eighty (180) days after subsequent application for a building permit to construct any building or structure upon any building site within the block, or upon the issuance of a certificate of occupancy for any such building or structure, whichever occurs first, Subdivider shall also deposit an amount not less than the estimate of the Director of Public Works for all Required Public Improvements from existing improvements to the proposed building site, less any previous deposits made under this agreement upon building sites lying between the most recent proposed site and existing improvements.
5. In the event the Subdivider or any subsequent owner of the land fails to complete the Required Public Improvements or to make such deposit within the required time, no additional building permits shall be issued to the Subdivider or the subsequent owner or to any other person to build or construct any building or structure in the Subdivision until such default is remedied. In addition, the City may treat the amount of such deposit as a debt due the City from the Subdivider or subsequent owner, which debt shall be a lien upon all the land in the Subdivision and notice of lien may be filed for record in the office of the County Clerk and Recorder at any time after such default. Action upon such debt may be instituted by the City within six (6) years from the date of filing such lien for record. All remedies provided for in this agreement are cumulative and the use of one shall not prohibit the use of another.
6. Upon paying such deposit, the City Director of Public Works shall release the proposed building site from the terms of the Agreement except the terms of Paragraph 7 below.

7. As a condition of approval of this Subdivision, and to meet the requirements of Chapter 4, Title XII of the Pueblo Municipal Code, Subdivider specifically agrees that no certificate of occupancy shall be issued by the Pueblo Regional Building Department until the Required Public Improvements, or those improvements necessary as determined by the City Director of Public Works, to totally serve specific lot(s) or block(s) for which certificates of occupancy are sought, have been properly designed, engineered, constructed and accepted as meeting the specifications and standards of the City.

The restrictions on issuing certificates of occupancy contained in this Paragraph 7 and the restriction on the issuance of building permits contained in Paragraph 5 shall run with the land and shall extend to and be binding upon the heirs, legal representatives, successors, and assigns of the Subdivider and may be specifically enforced by the City.

8. Acceptance of this Subdivision by the City does not constitute an acceptance of the roads, parks and other public improvements for maintenance by the City. Until such roads, parks, and other public improvements have been installed and meet the requirements, standards, and specifications of the City, its Subdivision ordinances and any applicable Parks Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works, and, if appropriate, the City Director of Parks and Recreation, the maintenance, construction, and all other matters pertaining to or affecting said roads, parks and other public improvements and rights-of-way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within the Subdivision.
9. The required time to complete all Required Public Improvements by Subdivider within such block shall be one (1) year from the date of application for the first building permit issued within such block. Upon completion and written approval and acceptance of the Required Public Improvements within the required time and the payment of all inspection costs by Subdivider, the Director of Public Works shall cause all obligations of the Subdivider relating to the Required Public Improvements within such block to be released. If such Required Public Improvements are not completed within the required time, the City Director of Public Works may cause the proceeds of all deposits or other collateral or monies in escrow to be used to compete the same. If insufficient monies are available at the end of the required time to complete all Required Public Improvements for the entire length of such block, the Director of Public Works shall cause all collateral or monies in escrow to be reduced to cash and shall deposit the same with the Director of Finance. Such cash shall be used to complete that portion of the Required Public Improvements as the Director of Public Works, in the Director's sole discretion, shall determine. Until all the Required Public Improvements are completed and approved by the Director of Public Works, Subdivider and the subdivided land shall remain liable and responsible for all Required Public Improvements.
10. For purposes of this Agreement, the "block" shall mean both tiers of lots fronting or abutting upon the street which the proposed building or structure shall front, to the

rear property line of such lots, or the center line of the alley, if there is an alley, enclosed at either end by a street which intersects both tiers of lots and shall include the full width of all streets upon which such lots abut.

11. If the Required Public Improvements are for a commercial subdivision and include stormwater drainage facilities, stormwater detention facilities, or maintenance and restoration of adjacent drainage channels, and/or associated improvements and revegetation (the “facilities”), located either within or outside of the Subdivision, Subdivider shall install the facilities in accordance with plans and specifications therefore approved by, and on file with the City, and thereafter, the facilities shall be repaired, replaced and maintained in good working order and condition by the owners of the land within the Subdivision. The City is granted the right (but not the obligation) to inspect, control, repair, replace and maintain the facilities and to recover all costs and expenses therefore including an administrative charge of 15% from the owners of the land within the Subdivision. All such City’s costs and administrative charges shall become a perpetual lien on all the land within the Subdivision upon recording in the office of the Pueblo County Clerk and Recorder a statement of lien setting forth the City’s costs and describing the land signed by the City’s Director of Public Works. Failure of the City to inspect, control, repair, maintain, or replace the facilities shall not subject the City to any liability for such failure.
12. Subdivider agrees to provide the City with a current title insurance commitment at the time of final platting evidencing that fee simple title of all lands in the Subdivision is totally vested with the Subdivider free and clear of all liens and encumbrances. If such land is not free and clear, the holder of such indebtedness or encumbrance shall subordinate its interest or encumbrance to this Agreement and all its terms, conditions, and restrictions.
13. The City or the purchaser of any lot(s) within this Subdivision shall have the authority to bring an action in any Court of competent jurisdiction to compel the enforcement of this Agreement or any amendment hereto. Such authority shall include the right to compel rescission of any sale, conveyance, or transfer of any lot(s) or tract(s) contrary to the provisions of the Ordinances of the City or this Agreement. In the event of any litigation arising out of this Agreement, the Court shall award the prevailing party its costs and expenses, including reasonable expert witness and attorney’s fees. Venue for any such litigation shall be Pueblo County, Colorado.
14. City and Subdivider have attempted by the attached Exhibit “B” and Plans and Documents to describe all Required Public Improvements to be constructed and installed by Subdivider with respect to the Subdivision. However, if the attached Exhibit “B” and Plans and Documents fail to describe or to include, for any reason, any Required Public Improvement described and set forth in Chapter 4, Title XII of the Pueblo Municipal Code and the standards and specifications approved by City Council (“Omitted Public Improvement”), Subdivider shall not be released or discharged from Subdivider’s obligation to construct and install the Omitted Public

Improvement in the time and manner contained in this Agreement and Chapter 4, Title XII of the Pueblo Municipal Code.

In order to determine whether or not there are Omitted Public Improvements, the following shall be applicable:

- (a) If the Required Public Improvements are constructed and installed within ten (10) years from the date hereof, or within a five year extension if granted in writing by the Director of Public Works, then Chapter 4, Title XII of the Pueblo Municipal Code and the standards and specifications approved by the City Council and interpreted as of the date hereof shall control, unless adherence to a more recent standard does not require significant engineering modifications or major revisions to the plans and documents.

For the purposes of this subsection, a major revision is defined as, but not necessarily limited to the relocation or re-alignment of any curb and gutter, sanitary sewer, storm sewer, manholes or storm inlets, or the change of size or type of sewer mains, inlets, curb and gutter or sidewalk.

- (b) If the Required Public Improvements are constructed and installed after ten (10) years from the date hereof, or after a five year extension if granted in writing by the Director of Public Works, then Chapter 4, Title XII of the Pueblo Municipal Code and the standards and specifications approved by the City Council and interpreted as of the date the Required Public Improvements are constructed and installed shall control.
- (c) If Chapter 4 of Title XII and/or the standards and specifications approved by the City Council are modified or amended to conform with the requirements of federal or state law, rules or regulations prior to the construction and installation of the Required Improvements, they shall control as so modified and amended.

- 15. Except for guarantee and obligation to correct defects required by Section 12-4-7(j)(9) of the Pueblo Municipal Code, nothing in this Agreement shall be construed to extend any obligation of the Subdivider beyond the date of written approval and accepted by the Director of Public Works of the Required Public Improvements described in attached Exhibit "B", provided, however that the obligation of the Developer to construct or install any Omitted Public Improvements will cease following two (2) years from the date of acceptance of the Required Public Improvements described in the attached Exhibit "B" by the Director of Public Works.
- 16. All Required Public Improvements shall be constructed and installed in compliance with all applicable standards and specifications approved by City Council.
- 17. The parties agree this Agreement may be periodically amended by mutual consent provided such amendment is in writing and signed by all parties.

18. This Agreement shall extend to and be binding upon the successors and assigns of the City and upon the heirs, successors, assigns and legal representatives of Subdivider, and shall be recorded in the office of the County Clerk and Recorder of Pueblo County, Colorado, and shall constitute an agreement running with the land until released as described above.

IN WITNESS WHEREOF, the parties hereto set their hands and seal the day and year first written above.

CITY OF PUEBLO, A MUNICIPAL
CORPORATION, (CITY)

By _____
Heather Graham, Mayor

ATTEST:

City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025
by Heather Graham, Mayor. Witness my hand and official seal. My commission expires
_____.

[S E A L]

Notary Public

Approved as to form:

City Attorney

PUEBLO COUNTY, A BODY CORPORATE
AND POLITICAL SUBDIVISION OF THE
STATE OF COLORADO, (SUBDIVIDER)

By _____
Sabina Genesio, County Manager

ATTEST:

[Title]

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025
by Sabina Genesio, County Manager. Witness my hand and official seal. My commission expires
_____.

[S E A L]

Notary Public

Approved as to form:

County Attorney

Page 367 of 612

**SUBDIVISION IMPROVEMENTS AGREEMENT
EXHIBIT "A"**

SUBDIVISION NAME: Medal of Honor Subdivision

LEGAL DESCRIPTION: A parcel of land located in the North half of the Southeast quarter of Section Twenty-One (21), Township Twenty (20) South, Range Sixty-Five (65) West of the Sixth Principal Meridian (6th P.M.) more particularly described as follows:

Lot 1, and Parcel A and Parcel B as denoted on the plat of Medal of Honor Subdivision recorded on December 4, 2023 at Reception No. 2329493 in the records of the Pueblo County Clerk and Recorder.

Lot 1 is being developed by the Subdivider. In accordance with the express restriction on the plat, Parcels A and B are reserved for future subdivision and development.

**Medal of Honor Boulevard (MOH)
Subdivision Improvements Agreement
Exhibit "B"**

Subdivision Name: Medal of Honor Subdivision
Developer: Pueblo County
Engineer: Wilson & Company and DOH Engineering

Roadway Improvements (MOH, Pueblo Boulevard, Justice Road)

Site Prep and Finishes	\$ 770,400
Grading	\$ 2,516,200
Pavement	\$ 2,889,400
Drainage/Storm Sewer	\$ 3,123,300
Signals	\$ 350,800
Landscaping/Seeding	\$ 350,100
Traffic Control	\$ 887,700

Water and Sewer Line Improvements

Water & Sewer Line	\$ 3,754,800
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Pedestrian Trail Improvements

Trail	\$ 1,001,100
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Street Lighting

Lighting and Wiring	\$ 679,700
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Total Project **\$16,323,500**



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 10, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING A BUDGET TRANSFER OF \$640,000 FROM ACCOUNT 5254180053001 TO WWAN07 - VEHICLES & EQUIPMENT - WASTEWATER TO PURCHASE A VACALL TRUCK AND DISINFECTION SYSTEM FOR THE VEHICLE

SUMMARY:

A Resolution approving and authorizing a budget transfer of \$640,000 from account 5254180053001 to WWAN07 - Vehicles & Equipment - Wastewater to purchase a Vacall Truck and disinfection system for the vehicle to replace a 2004 International Vacon Jet Rodder that deemed to have catastrophic failure.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Collection Division of the Wastewater Department uses Vacon Jet Rodder trucks to clean the collection system and keep in good working condition. One of the trucks was taken to Fleet for repairs and it was determined that based on the cost of the repair and the number of hours the truck had been used, it would be better for the truck to be replaced. This transfer of funds would allow the department to purchase a replacement truck.

FINANCIAL IMPLICATIONS:

Transfer of \$640,000 from account 5254180053001 to WWAN07 - Vehicles & Equipment - Wastewater to purchase the vehicle and disinfection system.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Not approving the transfer would impede the department's ability to meet its requirements to clean the sanitary sewer collection system in a timely manner.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 02-10-25 Vactor Truck Res Est_5353_from_Hydro_Products_Corp._12196
2. 02-10-25 Vactor Truck quote

RESOLUTION NO.

A RESOLUTION APPROVING AND AUTHORIZING A BUDGET TRANSFER OF \$640,000 FROM ACCOUNT 5254180053001 TO WWAN07 - VEHICLES & EQUIPMENT - WASTEWATER TO PURCHASE A VACALL TRUCK AND DISINFECTION SYSTEM FOR THE VEHICLE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The budget transfer of \$640,000 from account 5254180053001 to WWAN07 - Vehicles & Equipment - Wastewater is approved.

SECTION 2.

Funds in the amount of \$640,000 are transferred from account 5254180053001 to WWAN07 - Vehicles & Equipment - Wastewater for the vehicle, and for the disinfection equipment.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 10, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



Hydro Products Corp.

4570 S. Federal Blvd.
Unit C
Englewood, CO 80110

Estimate

Date	Estimate #
1/21/2025	5353

Name / Address

City of Pueblo - Wastewater
Attn: Andra Ahrens
211 D Street
Pueblo, CO 81003

Project

Item	Description	Qty	Rate	Total
VG-777-JTAHS	Vanguard Custom System for Combo / Jet Trucks with Auto Heat Switch	1	8,995.00	8,995.00
INST	Standard Installation of Vanguard System Day Rate with Travel	1	1,000.00	1,000.00
S&H	Shipping and Handling		0.00	0.00
			Total	\$9,995.00

Phone #

303-884-7552

E-mail

tj@hydro-products.com



AJV 1215

Quote Date: 1/13/2025

Quote: 25087

PWO:

Sales Order:

Estimated Ship Date:

Buyer: Neverest Equipment Company

6681 Colorado Blvd, Unit 5
Commerce City, CO 80022
USA

Ship To: Neverest Equipment Company
6681 Colorado Blvd, Unit 5
Commerce City, CO 80022
USA

Customer: City of Pueblo 2025

Customer PO:

Supplied By: Vacall Supplied

Chassis Description: Vacall Supplied, New, Freightliner, 450 HP, Auto, BOC TB, CARB, 211" CA H2

Chassis Make: Freightliner

Chassis Model: 114SD/SFA

Chassis Year:

Chassis VIN#:

GVW: 66,000

Chassis Arrival Date:

Chassis Paint Code: L0006EB White Elite BC ; 14405143

Spec Code: H2 25 1 295" WB 211" CA & CARB

HP: 450 @ 1625 RPM

Vacall Part#: _____CARB

Transmission: Allison 4000 RDS Automatic 6-Speed

Engine Model: Detroit DD13 12.8L 450 HP

Model	Quantity	Description
AJV 1215	1	12 CUBIC YARD/1500 GALLON
Chassis		
_____	1	Electric Back Up Alarm
_____	1	Fenders
_____	1	Mud Flaps Behind Rear Tires
_____	1	Rear Dot Under Ride Protection (Bumper)
_____	1	Tow Hooks - Front
_____	1	Factory Mounting Tandem Axle
_____	1	Tow Hooks - Rear
Paint		
_____	1	Powder Coat Subframe, Power Frame, Hose Reel Mount And Base, And Exhaust Silencer Black
_____	1	Air/Water Separator Exterior Only Powder Coated Black
_____	1	Debris Tank Galvanized With The Supreme Finish
14405143	1	Powder Coat Unit Gradall STD White Dupont N0006 Pt#14405143 (Excludes Cab / Chassis)
Power Module		
_____	1	Direct Drive For Vacuum Pump
_____	1	Hydraulic Temp / Level Sight Eye
_____	1	Shut-Off Valve(S) On Suction Side
_____	1	Transfer Case
_____	1	Variable Volume 2.7 Cir Hydraulic Piston Pump Direct Mounted To Omsi Tc For Hydraulic Functions
_____	1	Hydrostatic Drive For Water Pump Flows To 85gpm@2000psi (115 HP Max)
_____	1	Platform And Steps On Power Frame
_____	1	Transfer Case Remote Sight Glass And Fill
Debris Tank		
_____	1	Single Hoist Cylinder
_____	1	Stainless Steel Float Ball Shut-Off
_____	1	Tailgate Power Up / Down, Hydraulic Locks
_____	1	Single Debris Body Safety Prop
_____	1	Carbon Steel Float Ball Cage
_____	1	Single Rear Door Safety Prop
_____	1	Carbon Steel Splash Shield
_____	1	Float Level Indicator With Stainless Steel Ball (Not Used With Recycler Option)

	1	Ground Level Grease Fitting For Float Level Indicator (Not Used With Recycler Option)
	1	Ground Level Grease Fitting For Hoist Cylinder
	1	Ground Level Grease Manifold For Tailgate Hinge And Lock Assembly
	1	Internal Tank Flusher-Full Flow (Not Required with Recycler Option)
Debris Tank Decant		
	1	6" Decant Port On Rear Door With 6" X 20'-0" Layflat Hose & Storage Basket
	1	3" Decant Line (Clear Hose) To Front With Valve At Bumper
	1	4" Valve On Sludge Pump Inlet - Brass Slide Gate
	1	6" Drain Valve - Brass Slide Gate
	1	6" Male Camlock On Decant Valve With Camlock Cap & Lanyard Also Includes 6" Layflat Hose With Camlock
	1	Decant Port Screen (304 SS)(In Lieu Of Carbon Steel Screen)
	1	Sludge Pump Port Screen (304 SS)(In Lieu Of Carbon Steel Screen)
	1	Sludge Pump System On Rear Door 4" Hydraulic (710 Gpm@10' Head)
Water Tank		
	1	4" Air Gap Water Tank Fill
	1	Water Tank Electronic Level Indicator In Front Control Panel Display
	1	2-1/2" Y-Strainer On Fill Line
	1	Anti-Splash Valve
	1	Sight Level Tube On Passenger Side Water Tank
High Pressure Water System		
	1	Drain Valve In Water Pump Supply Line
	1	Pressure Relief Valve
	1	Strainer On Water Pump Inlet (Not Used On Recycler Models)
	1	Valve On Water Pump Inlet
	1	Water Distribution Manifold (Centrally Located)
	1	87 G.P.M./2000 PSI -120 HP
	1	Cold Weather Recirculation - Without Recycler
	1	Drivers Side Self-Winding Handgun Hannay Hose Reel W/ 50 Foot 1/2" Hose And Handgun (800 PSI @ 20 GPM)
	1	Air Purge System
	1	Hxx System Off Main Water Pump 15-20 GPM Can Only Have Pressure Rating Less Than Or Equal To Main Water Pump Inc. 1/2" X 50' Spring Rewind Hannay Hose Reel W/50' Of 1/2" Hose And Pistol Grip Style Hand Gun W/Lance Nozzle
Vacuum System		
	1	Cyclone Separator With Drop Box Clean Out
	1	Carbon Steel Strainer Basket In Cyclone Separator (Not Used With Inlet Filter Option)
	1	8x24 Vac Pump 4000CFM@ 18"HG (245"H2O) 200HP @ 2470 RPM With(2) Vac Relief Valves
	1	2" Brass Ball Valve Mounted On Bottom Of Blower Exhaust Silencer
	1	2" Brass Ball Valve Mounted On Bottom Of Cyclone Dropout Box
	1	Air Operated 4" Vacuum Relief Valve Controlled At Control Panel & Handheld Pendant (If Equipped)
Boom		
	1	Front Mounted Hydraulic Boom (180 Degree Rotation)
	1	Hydraulic Extending Boom
	1	Extra Heavy Duty Steel Elbow
	1	Remote Grease Fitting For Boom Rotation And Extension
	1	Slide Valve 8", Air Oper. W/Switch On Pendant And Control Panel
Hose Reel - Main		
	1	Direct Drive Hose Reel
	1	Hydraulic Hose Reel Tilt (Electric Over Hydraulic)
	1	Reel Pivot-180 Degree With Air Brake
	1	Front Reel With 800' Capacity (1" Hose)
2190300106	1	Automatic Level Wind
	1	Digital Sewer Hose Footage Counter Displayed At Operators Station
2190300007	1	Hose Tensioner Air Operated
	1	Remote Grease Manifold For Rotate Bearing 2 Swivels,Pillow Block & Pivot Pins 6 Total Hose Reel
Operator Controls		
	1	Blower Hourmeter (At Front Control Panel Lcd Display)
	1	Boom Control Joystick Recessed For Protection
	1	Color LCD Display With 32 Output Microprocessor Control (Expandable) W/J1939 Can Communication
	1	Emergency Stop
	1	Hydraulic Pressure Gauge
	1	Ip66 Sealed Exterior Electrical Controls And Wiring Harness W/Protective Cover

	1	That Exceeds Nema 4 Ratings
	1	Tachometer / Hourmeter On Color LCD Display Module
	1	Throttle Control At Hose Reel Control Panel
	1	Transfer Case Shift Controls In Cab
	1	Two Channel Camera System With 7" Swivel Color LCD Monitor
	1	Vacuum Gauge On Color LCD Display Module
	1	Water Pressure Gauge On Color LCD Display Module
	1	Water Pump Hourmeter (At Front Control Panel Lcd Display)
	1	Water Pump On/Off Switch
	1	Drivers Side Mounting Of Water Manifold And Hydraulic Control Valve.
	1	Blower Temp Gauge & Connection To Air Operated Relief Valve
	1	Boom, Body And Tailgate Aux. Hydraulics (Powered By Hose Reel Power Pack)
	1	Debris Tank High Level Light & Horn (Reqs. Float Level Indicator)
	1	Electric Over Hydraulics, Electric Over Air, And In-Cab Tailgate And Body Dump Controls (Non Recycler Units Only).
	1	Low Water Light And Horn Combination
	1	Over Ride Switch For Low Water And Or High Debris Horn
	1	Reel Shift For Transfer Case
	1	Wireless Remote Control Belly Pack Similar To 2130170045 Via Proportional Controls To Control All Boom Functions, Engine Throttle, Vac Relief Valve, E Stop (Returns Engine To Idle), Water Pump Speed Control, Hose Reel Pay Out/In, Displays Vacuum In HG, Displays Water PSI, Displays Water Tank %. Also Includes High Resolution Displays (2) 1.5" W X 1" H. Other Options Available To Control From Wireless Belly Pack And Is Dependent On Vacall Options Purchased.
Lighting		
	1	LED D.O.T. Lighting (Includes Stop,Tail,Turn And Back-Up)
	1	Boom Work Lights-Two
	1	Power Module Work Lights- (2)
	1	Rear Mounted Traffic Advisor-Bar Type LED Whelen Tacf85
	1	Rear Work Light - Two
	1	Strobe Light - Body - Two Whelen L22LAP Class 2 360 Degree Super LED W/ Limb Guard
	1	Strobe Light - Front- Two Whelen L22LAP Class 2 360 Degree Super LED W/ Limb Guard
2190190025	1	Strobe Light - Front-Two- Mirror Mounted Whelen L22LAP Class 2 360 Degree Super LED W/ Limb Guard
Toolboxes		
	1	Tube Rack Mounted On Silencer
	1	One Lockable Tool Box, Aluminum (18 X 18 X 60)
	1	Additional Lockable Tool Box, Aluminum (18 X 18 X 60)
	2	Front Bumper Toolbox Aluminum
	1	Nozzle Rack Mounted In Toolbox
	1	Toolbox Back Of Cab X-Body Aluminum 1 Door Each End 96" X 36" X 16" (Verify Chassis Selection)
	1	Traffic Cone Holder
Packaged Items		
80363250	1	Fire Extinguisher (5#) (Not For Skid Mounted Units Shipping To Mexico)
VA34240095	1	Emergency Road Kit
	1	Tigertail Hose Guide (One)
2130360004 & 2130360003	1	Nozzle, Blue Star, 1" Standard, 80 GPM @ 2000PSI PN 2130360004 & Nozzle, Blue Star, 1" Arrow, 80 GPM @ 2000PSI PN 2130360003
43NZA30190-S16S	1	Small Nozzle Skid 1" X 3-7/8" X 15" Long
	1	24' X 8" Bandlock Type Aluminum Vacuum Tubes, (2) 4.0' VA40020002, (2) 5.0' VA40020003, (1) 3.0' VA40020001, (7) 8" Clamps VA40010071, (7) 8" Gaskets VA38010018, (1) VA40020033 8" X 3'-0" Nozzle Aluminum Alligator (Catch Basin Nozzle)
VA95000109	1	Fill Hose 25' X 2 1/2" With Camlocks (Select 2 1/2" Camlock Connector On Fill Line)
80483281	1	First Aid Kit
VA32050004	1	Hydrant Wrench
	1	Manhole Hook
Accessories		
VA32050018	1	10' X 3/4" Leader Hose (56 G.P.M./3000 PSI - 115 HP Water Pump Only)
Manuals		
	1	(1) Paper Copy Provided For Operator & Safety Manual
Non NJPA Options		
		3/4" 800' 2500 PSI Sewer Hose
Dealer Supplied		
	1	PDI

Total Machine & Attachment Net Price:	\$451,073.92
1 Year Standard Warranty	\$0.00
Vacall Supplied, New, Freightliner, 450 HP, Auto, BOC TB, CARB, 211" CA H2 :	\$166,359.00
Freight Description:	
EXW - Ex Works Factory - (EX3) :	\$4,600.00
Total Net Price:	\$622,032.92

Terms: XJ1 - Sourcewell Vacall Contract # 101221 - Net 30

Standard Warranty: **Module:** 1 Year. **Debris Body:** Untreated Steel or Weathering Steel - 1 Year. **Water Tank:** Polypropylene - 1 Year, Aluminum - Lifetime. **Corrosion** 5 Years.

Standard shipping terms are EXW - Ex Works Factory - (EX3) - New Philadelphia, Ohio (Unless Otherwise Noted)

Customer is responsible for freight charges. Freight charges will be added to invoice at time of shipment unless other arrangements have been made.

Note: The above quote is valid until 2/12/2025

Model Specs:

Buyer agrees that by signing this Machine Quote and Order it has agreed to purchase the equipment and/or parts and attachments identified herein and has read and agreed to either: (i) Gradall's terms and conditions in a validly executed dealer agreement if the Buyer is an authorized dealer or (ii) Gradall's Standard Terms and Conditions of Sale located at <https://www.giquote.com/terms> which are hereby incorporated by reference with the same force and effect as though fully set forth herein, if the Buyer is a direct customer.

NAME: _____

DATE SIGNED: _____

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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 10, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., IN THE AMOUNT OF \$1,181,366 FOR 18-087, WASTEWATER DEPARTMENT ENGINEER OF RECORD – SECONDARY CLARIFIER IMPROVEMENTS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves Amendment No. 2 to the Professional Consulting Services Agreement awarded to Brown and Caldwell, Inc. in the amount of \$1,181,366 for Project No. 18-087, Wastewater Department Engineer of Record – Secondary Clarifier Improvements

PREVIOUS COUNCIL ACTION:

On February 12, 2024, the City Council Approved Resolution No. 15497, selecting Brown and Caldwell, Inc. as the Engineer of Record for the Wastewater Department.

On June 26, 2023, the City Council approved Ordinance No. 10485 to have Brown and Caldwell design three secondary clarifiers.

BACKGROUND:

The Wastewater Department is requesting design services with respect to constructing three new clarifiers to comply with the conditions in the dewatering permit for the James D. Dilorio Water Reclamation Facility wells. The groundwater that is discharged from the wells has high concentrations of selenium and manganese. The new clarifiers will be built above the ground water level, so when maintenance is done on the clarifiers the groundwater does not have to be pumped down by the wells. The design will be used to apply for funding for this project both through the state revolving fund program

and the federal WIFIA (Water Infrastructure Finance and Innovation Act) program.

Amendment 2 is divided into 2 parts. Part 1 of the amendment to the contract will provide funds for additional work for the project to complete 75% design, and Part 2 will provide funds to complete 100% design.

FINANCIAL IMPLICATIONS:

The cost of the agreement with Brown and Caldwell to provide design services for the project will not exceed \$1,181,366. Funds are available in Project No. WW2304 (Secondary Clarifier Replacement Project) from the Sewer Use Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative would cause the James R. Dilorio Water Reclamation Facility to be out of compliance with the dewatering permit and the State of Colorado to enforce the facility with fines and other penalties.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 02-10-25 Secondary Clarifier 18-087 Brown and Caldwell - Amend 2 Secondary Clarifier

RESOLUTION NO.

A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., IN THE AMOUNT OF \$1,181,366 FOR 18-087, WASTEWATER DEPARTMENT ENGINEER OF RECORD – SECONDARY CLARIFIER IMPROVEMENTS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, Project No. 18-087 Wastewater Department Engineer of Record – Secondary Clarifier Improvements was awarded to Brown and Caldwell, Inc., on June 29, 2023; and,

WHEREAS, additional design and engineering work contemplated by Amendment No. 2 is needed; and,

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Amendment No. 2, by and between the City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., a California Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by Amendment No. 2 to be performed in the amount of \$1,181,366.

SECTION 2.

Funds in the amount of \$1,181,366 will be paid from WW 2304.

SECTION 3.

The Purchasing Agent is hereby authorized to execute Amendment No. 2 on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest same.

SECTION 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: February 10, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED:
PRESIDENT OF CITY COUNCIL

ATTESTED BY:
CITY CLERK

AMENDMENT NO. 2 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND BROWN AND CALDWELL, INC.

1. INTRODUCTION

This Amendment No. 2 to the Professional Engineering Services Agreement ("Amendment") is executed to be effective as of the ____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation ("Owner") and Brown and Caldwell, Inc., a California corporation authorized to do business in Colorado ("Engineer"). Owner and Engineer are sometimes referred to herein as a "Party" and collectively, as the "Parties."

2. PROJECT STATEMENT

WITNESSETH THAT:

WHEREAS, Owner and Engineer entered into that certain Professional Engineering Services Agreement dated June 29, 2023 for Bid 18-087 Wastewater Department Engineer of Record - Secondary Clarifier Improvements and Amendment No. 1 dated January 3, 2025 (collectively the "Agreement");

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the provisions set forth herein ;

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

3. AGREEMENT

- A. The Agreement is amended to increase the amount necessary for Phase B, Parts 1 and 2 of the Secondary Clarifier Design. The additional amount shall support activities required to secure the City's funding required for the Project from the Colorado Department of Public Health and Environment (CDPHE) State Revolving Fund (SRF) and Environmental Protection Agency (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) programs.
- B. Phase B of the Scope of Service shall be divided into 2 parts:
 - 1. Part 1 will be utilized to complete the Secondary Clarifier to 75% Design with additional funds in the amount of \$745,070.00 as shown in Attachment A (Fee Schedule).
 - 2. Part 2 will be utilized to complete the Secondary Clarifier to 100% Design with additional funds in the amount of \$436,296.00 as shown in Attachment A (Fee Schedule).
 - 3. The Time and Materials rates for any additional work shall be increased to the rates as shown in Attachment A (Fee Schedule, page 2 Hourly Rates).

4. With respect to services provided under Amendment No. 2, the Fee Schedule attached as Attachment A to this Amendment No. 2 shall apply to compensation payable to Engineer. The aggregate compensation payable to the Engineer for performance of the additional services for the CDPHE SRF and EPA WIFIA authorized by this Amendment No. 2 shall not exceed the maximum amount of \$1,181,366.00 as set forth in the Attachment A and notwithstanding whether the service is billed as Time and Material.
 - a. The compensation payable to the Engineer by this Amendment No. 2 shall be billed at the amounts set forth in the Attachment A.
 - b. Owner must respond in writing with written approval prior to Engineer beginning work for each Part.
- C. It is expressly acknowledged that the Scope of Services included in Amendment No. 1 is not revised. Engineer shall complete the work items as generally described in Amendment No. 1 in accordance with the terms of the Agreement.
- D. Engineer shall commence and complete each major work item as directed by the Director of Wastewater and agreed upon by Engineer; provided, however, Engineer will not be responsible for delays beyond Engineer's control.
- E. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- F. Except as expressly modified by this Amendment No. 2, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 2, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 2.
- G. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original

(Continue to next page for signature section.)

4. SIGNATURE SECTION

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

BROWN AND CALDWELL, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Michael J. Thorstenson, Vice President

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Danny Nunn, Interim Finance Director

APPROVED AS TO FORM
DEPARTMENT OF LAW

Robert Jagger, Deputy City Attorney

Attachments: Attachment A

Attachment A

Fee Schedule

Excerpt from Consultant Proposal dated January 2025, Pages 2 and 36

The purpose of Amendment No. 2, Part 1, to the Secondary Clarifier Improvements Project (Project) is to request additional funds to complete the Secondary Clarifier 75% Design and support activities required to secure the funding required for the Project from the Colorado Department of Public Health and Environment (CDPHE) State Revolving Fund (SRF) and Environmental Protection Agency Water Infrastructure Finance and Innovation Act (WIFIA) programs.

The purpose of Amendment No. 2, Part 2, is to request funds to complete the Secondary Clarifier 100% Design.

No additional modifications to the scope have been made in Amendment No. 2.

Amendment No. 2 includes a request for \$1,181,366.00 in additional funds and extends the Project schedule until May 30, 2025.

Description	Details	Amount
Amendment No. 2, Part 1	75% Design, Phase B	\$745,070.00
Amendment No. 2, Part 2	100% Design, Phase B	\$436,296.00
GRAND TOTAL AMENDMENT NO. 2		\$1,181,366.00

Engineer requests that the billing rates be adjusted to the current Engineer of Record MSA billing rates as shown on Rates, Hours, Changes to Project Total Amount.

(Continue to following page for Rates, Hours, and Project Total Amount Revisions.)

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)



Summary

- For this Record...
- Filing history and documents
 - Get a certificate of good standing
 - File a form
 - Subscribe to email notification
 - Unsubscribe from email notification
 - Subscribe to text notification
 - Unsubscribe from text notification
- Business Home
- Business Information
- Business Search
- FAQs, Glossary and Information

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

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

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

Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

BROWN AND CALDWELL, INC.

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

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 12/11/2024 that have been posted, and by documents delivered to this office
electronically through 12/13/2024 @ 10:57:56 .

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 12/13/2024 @ 10:57:56 in accordance with applicable law.
This certificate is assigned Confirmation Number 16804477 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

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

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

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

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

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

_____.

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

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

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

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

Company Name: Brown and Caldwell

Authorized Signature:  Title: Managing Director, CS

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



CERTIFICATE OF LIABILITY INSURANCE

5/31/2025

DATE (MM/DD/YYYY)

5/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

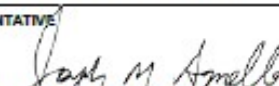
PRODUCER	Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED	BROWN AND CALDWELL 1051212 AND ITS WHOLLY OWNED SUBSIDIARIES AND AFFILIATES 201 NORTH CIVIC DRIVE, SUITE 300 WALNUT CREEK CA 94596	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Company INSURER B: Hartford Accident and Indemnity Company INSURER C: Lloyds of London INSURER D: Twin City Fire Insurance Company INSURER E: Hartford Underwriters Insurance Company INSURER F:
		NAIC # 19682 22357 29459 30104

COVERAGES CERTIFICATE NUMBER: 20008873 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	N	37CSEQU1172	5/31/2024	5/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 \$
A E A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY	Y	N	37CSEQU1173 37CSEQU1174 37CSEQU1175	5/31/2024 5/31/2024 5/31/2024	5/31/2025 5/31/2025 5/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	37WNQU1170 37WBRQU1171	5/31/2024 5/31/2024	5/31/2025 5/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	PROFESSIONAL LIABILITY	N	N	LDUSA2400482	5/31/2024	5/31/2025	\$1,000,000 PER CLAIM & AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: BC SID 102229 PN 180974 - 18-087: SECONDARY CLARIFIER IMPROVEMENTS. CITY OF PUEBLO, ITS AGENTS, OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION See Attachments
20008873 PUE-26 CITY OF PUEBLO ATTN: THERESA BURNS 230 S MECHANIC STREET PUEBLO CO 81003	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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Page 10 of 10



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 10, 2025

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 \$1,256,253 TO BOLTON & MENK, INC. A COLORADO CORPORATION, FOR PROJECT NO. 24-123 DESIGN FOR WEST SIDE IMPROVEMENTS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Engineering Services to Bolton & Menk, Inc., to render design services for the West Side Improvements. Bolton & Menk, Inc., was determined to be the most responsible bidder and will be awarded a contract in the amount of \$1,256,253.

PREVIOUS COUNCIL ACTION:

Ordinance 10787, approved on September 9, 2024, established Project Account DT2401, for West Side Connector (FHWA), approved an intergovernmental agreement (IGA) between the City of Pueblo and the Federal Highway Administration, budgeted and appropriated \$16,834,725.00 into said project account, and authorized the Mayor to execute the agreement on behalf of the City of Pueblo.

A Resolution approved on January 27, 2025, awarded a contract to Pinyon Environmental, Inc. for Project No. 24-136 Provide National Environmental Policy Act (NEPA) for West Side Improvements.

BACKGROUND:

The City was awarded a RAISE Grant which funds several project components that will improve transportation connectivity between the west side of the City and downtown. In the first component, Sun Mountain Boulevard (formerly Spaulding Ave) will be extended from 24th Street to 31st Street. The second component will rehabilitate seventy (70) west side bus stops to comply with ADA standards. The third component consists of planning and design for a 24th Street bridge and traffic corridor to connect the west

side area to downtown. A total of four contracts will be awarded for planning, design, and construction work associated with the proposed improvements.

This is the second of the four contracts to be awarded. This project contracts with Bolton & Menk, Inc. to provide engineering design services for the West Side Improvements project, which includes the design and construction of Sun Mountain Boulevard, and the rehabilitation of approximately 70 bus stops to comply with ADA standards on the west side of Pueblo.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$1,256,253.00 will be paid from Project Account DT2401 – West Side Connector (Raise).

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will preclude the City from awarding the contract and proceeding with the design of the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-123 Agreement for Design of West Side Improvements - City Council

RESOLUTION NO.

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$1,256,253 TO BOLTON & MENK, INC. A COLORADO CORPORATION, FOR PROJECT NO. 24-123 DESIGN FOR WEST SIDE IMPROVEMENTS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the Proposal of Bolton & Menk, Inc., for Project No. 24-123 Design for West Side Improvements, has been received and examined; AND,

WHEREAS, the Proposal of Bolton & Menk, 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. 24-123 Design for West Side Improvements to be performed, and the contract for said services is hereby awarded to Bolton & Menk, Inc., in the amount of \$1,256,253.

SECTION 2.

Funds for said Agreement shall be paid from Project Account DT2401 - West Side Connector (Raise)

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: February 10, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**AGREEMENT FOR PROFESSIONAL ENGINEERING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
BOLTON & MENK, INC.**

24-123

DESIGN OF WEST SIDE IMPROVEMENTS

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN CITY OF PUEBLO AND BOLTON & MENK, INC.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as "City") and Bolton & Menk, Inc., a Minnesota Corporation authorized to do business in 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 24-123 Design of West Side Improvements, 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:

[x] - Preliminary Design (Schematic) Phase

[x] - Final Design Phase

[x] - Preparation of Contract Documents and Bidding Phase

[x] - Construction Services Phase

- A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed therewith.
- B. Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual engineering (including civil, structural, mechanical, and electrical engineering) and other services including design, engineering, planning, and consulting. Consultant shall also provide any landscape design, 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. 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 services as stated in Schedule 1.

2.2. Final Design Phase

If Consultant is to provide professional services with respect to the Project during the Final Design Phase, Consultant shall perform the services as stated in Schedule 1.

2.3. 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 services as stated in Schedule 1.

2.4. 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 services as stated in Schedule 1.

2.5. 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 \$1,256,253.00 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 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, Bolton and Menk, Inc., Attn: Ross Tillman, Principal Transportation Project Manager, 1960 Premier Drive, Mankato, MN, 56001. 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 24-123 Design of West Side Improvements 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

- A. Consultant understands that City may be funding the Project in whole or part with funds provided by a RAISE Grant from the US Department of Transportation and Federal Highway Administration. Consultant agrees it is subject to and shall comply with all applicable provisions of said RAISE Grant for which the contract award has been made and applicable regulations.
- B. Consultant shall comply with the attached Federal Highway Administration (FHWA) Requirements and any/all other Federal, State, and local laws applicable to its activities.
- C. All records with respect to any matters covered by this Agreement shall be available for inspection by City, RAISE Grant administrators, US Department of Transportation, and/or FHWA 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.
- D. 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

- 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.

10.3. FHWA Funding Insurance Requirements

Insurance coverage shall meet all requirements of the Grant Agreement. Consultant shall obtain and keep in force the following insurance policies 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 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. Professional Liability Insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
1. \$1,000,000 each occurrence; and
 2. \$1,000,000 general aggregate
- E. 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 Owner 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 Owner and State.
 3. Coverage provided by Consultant shall be primary over any insurance or self- insurance program carried by Owner 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 Owner.
 5. All commercial insurance policies shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Owner 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 2 page.
- Schedule 3 - "Work Schedule" consisting of 1 page.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 15 pages.
- Schedule 5 - "Federal Highway Administration (FHWA) Requirements" consisting of 8 pages.

15. SIGNATURE

- A. 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.
- B. This Agreement, together with all Project Documents incorporated by reference, constitutes the entire Agreement between City and Consultant 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

BOLTON & MENK, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Ross Tillman, Principal

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Danny Nunn, Interim Finance Director

APPROVED AS TO FORM
DEPARTMENT OF LAW

Robert Jagger, Deputy City Attorney

Attachments: Schedules 1 - 5 and Additional Information for Agreement

SCHEDULE 1

Scope of Service

Excerpt from Request for Proposal dated December 3, 2024, Section 3

3.1. Objective

- A. The project shall include two tasks. The separate tasks will require the creation of separate contract documents for construction:
 - 1. The design, engineering, planning, drawings, plans, and consulting for Sun Mountain Boulevard from 24th Street to 31st Street.
 - a. The design of Sun Mountain Boulevard will include two roundabouts; at 27th Street and at 31st Street.
 - b. The southern portion of the street within the Pikes Peak Park Subdivision has been designed by NorthStar Engineering and Surveying, Inc.; the awarded Consultant must coordinate the alignment and remainder of the design.
 - 2. The design, engineering, planning, drawings, plans, and consulting for rehabilitation of approximately 70 bus stops to comply with ADA standards on the west side of Pueblo.
- B. The scope of services may include preliminary design (schematic) phase, final design phase, preparation of contract documents, bidding phase, and construction services phase as outlined in the scope of services below.
- C. 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. Project Phases - 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), 2025 City of Pueblo *Standard Construction Specifications and Standard Details* and all city of Pueblo standards and codes.

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. Prepare preliminary design plans (considered as 30% complete relative to final design).
6. 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.
7. Prepare and submit to Owner a requirements checklist of any subsurface investigation, 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.
8. 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.
9. 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.
10. Provide coordination with all applicable agencies as required (City Departments, adjacent property owners, utility companies, FHWA, etc.).
11. Allow a minimum two (2) full weeks for City and FHWA staff review.
12. Consultant shall furnish one (1) electronic copy of each above referenced submittal document to Owner for Owner's use.
13. Coordinate a Field Inspection Review (FIR) meeting with the City and FHWA staff to review the design plan comments.
14. Incorporate review and FIR comments into documents after the FIR Meeting.

15. 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.
16. 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 FHWA.
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 FHWA staff review.
8. Coordinate a 90% Final Office Review (FOR) meeting and a ROWPR meeting with the City and FHWA 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. Provide SUE Level B in accordance with ASCE38

1. Provide a SUE investigation with report/letter to support the design.

G. 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 - Scope of Service

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

A. Subsurface Utility Engineering (SUE):

1. A separate line item will be requested to provide potholing unit costs to expand the SUE to a level A.
2. This amount shall be the cost to provide Level A SUE in addition to the cost already provided for Level B SUE.

B. Right-of-way acquisition (ROW):

1. Identify additional ROW needs - temporary or permanent.
2. Provide a preliminary and final right of way plans.
3. Provide legal descriptions for right of way.

Schedule 2

Fee Schedule

Excerpt from Consultant's Pricing Proposal dated January 16, 2025, Pricing Proposal
Note: Line Items 11-18, 22 – 36, 38 – 41, 43 – 57, 59 – 62, 64, and 66-75 (Table 5) have been removed;
they are not applicable for the project.

TABLE 1- GENERAL PHASES - SCOPE OF SERVICE: NOT TO EXCEED

Line Item	Description	Unit of Measure	Unit Cost
1	Preliminary Design (Schematic) Phase	Not To Exceed	\$757,120.00
2	Final Design Phase	Not To Exceed	\$313,402.00
3	Preparation of Contract Documents	Not To Exceed	\$90,843.00
4	Bidding Phase	Not To Exceed	\$45,896.00
5	Construction Services Phase	Not To Exceed	\$48,992.00
6	Subsurface Utility Engineering - Level B	Included in Line Item 1 above	
GRAND TOTAL BID			\$1,256,253.00

TABLE 2 - BID ALTERNATE - SCOPE OF SERVICE - SUE

Line Item	Description	Unit of Measure	Unit Cost
7	Utility Potholing - Unpaved	Each	\$1,500.00
7	Utility Potholing – Paved	Each	\$1,700.00

TABLE 3 - BID ALTERNATE SCOPE OF SERVICE - ROW ACQUISITION

Line Item	Description	Quantity	Unit of Measure	Total
8	Preliminary ROW Acquisition	1	Each	\$50,900.00

TABLE 4: HOURLY RATES

Line Item	Description	Unit of Measure	Unit Cost
9	Principal	Per Person Per Hour	\$231.00
10	General Manager	Per Person Per Hour	\$244.00
19	Senior Engineer	Per Person Per Hour	\$228.00
20	Project Engineer	Per Person Per Hour	\$215.00
21	Design Engineer	Per Person Per Hour	\$208.00
37	Design Associate	Per Person Per Hour	\$148.00
42	Technician	Per Person Per Hour	\$170.00
58	Senior Business Consultant	Per Person Per Hour	\$205.00
63	Clerical	Per Person Per Hour	\$118.00
65	Marketing Specialist	Per Person Per Hour	\$120.00

TABLE 6: ADDITIONAL CHARGES

Line Item	Description	Unit of Measure	Percentage
76	Mileage, reproduction, etc.	Cost Plus Percent	0% (no charge)
77	Subconsultants	Cost Plus Percent	0% (no charge on this project)

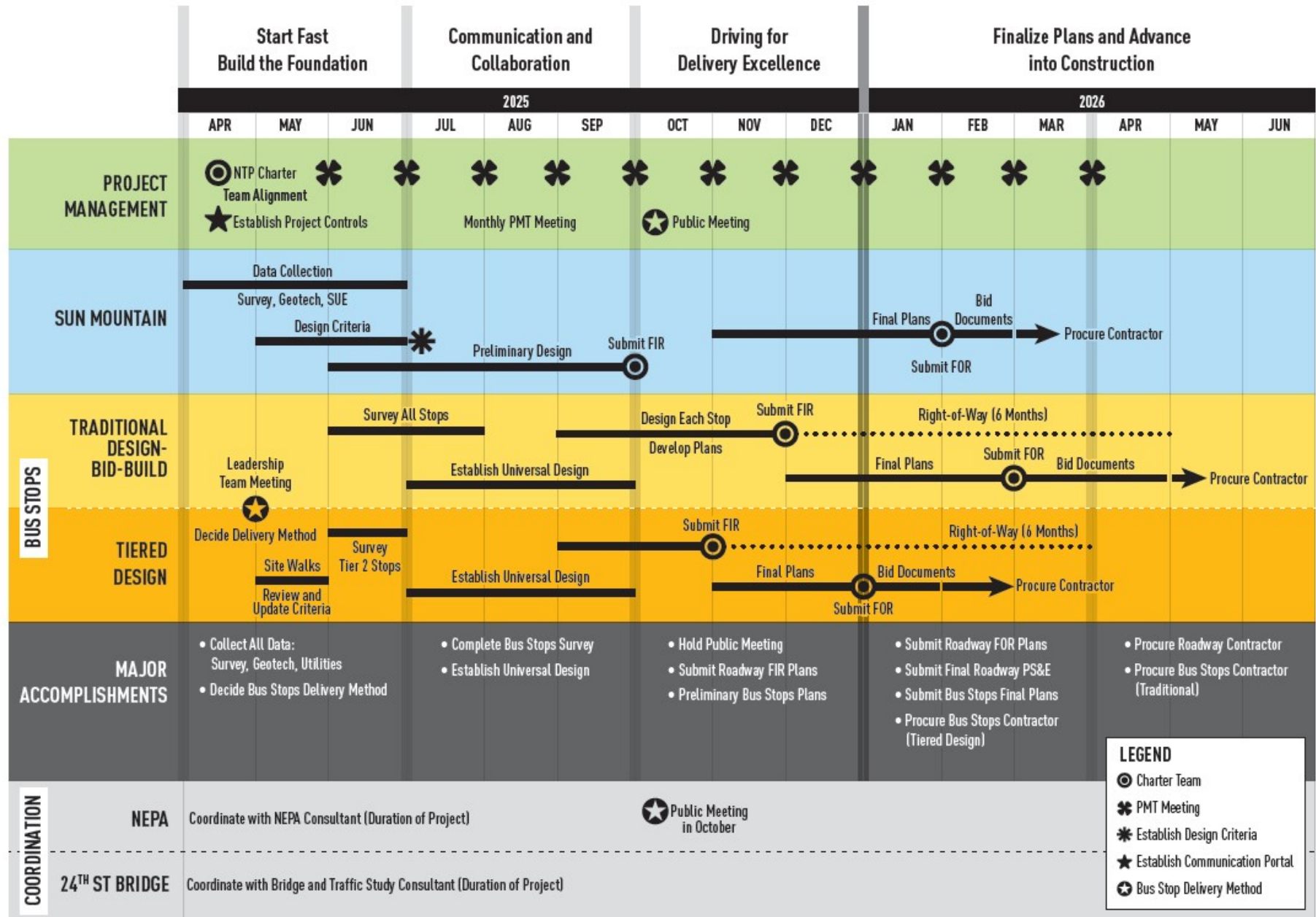
TABLE 7: ADDITIONAL CHARGES CONTINUED

Line Item	Description	Unit of Measure	Unit Cost
78	Reproduction	Each	\$0.00 (no charge)
79	Prints (11" x17", 18" x 24")	Each	\$0.00 (no charge)
80	Prints (24" x 36")	Each	\$0.00 (no charge)

SCHEDULE 3

Work Schedule

Excerpt from Consultant's Proposal dated January 16, 2025, Page 32



SCHEDULE 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated January 16, 2025, Pages 4 – 9 and Appendix A

SUBCONSULTANTS



DRAINAGE ENGINEERING AND TRANSIT ASSISTANCE

Stanley Consultants, Inc. is a global engineering and consulting firm that can trace its beginning to 1913. They specialize in transportation, power, water, environmental, utility, and industrial for federal, state, local and foreign government agencies. Their full-service disciplines include civil, traffic, structural, environmental, chemical, mechanical, electrical, architecture, urban design, and landscape architecture and their transportation expertise includes working with state DOTs, as well as local municipal government agencies. Stanley's Colorado office in Centennial has approximately 150 members of which 27 are transportation engineering technical members, including design engineers, technicians and construction managers/inspectors. They have more than 250 transportation professionals nationwide to draw resources from if needed. Stanley Consultants has been conducting business in the State of Colorado for more than 40 years.



LAND SURVEY (ROADWAY COMPONENT)

NorthStar Engineering and Surveying, Inc. is a privately owned, full service civil engineering and surveying firm located in Pueblo, Colorado. NorthStar was created 27 years ago with the purchase of KLH Engineering of Pueblo, Inc. NorthStar and its predecessor firms have been providing quality engineering, design, consulting, and surveying services in Colorado continually since 1939. The firm's highly competent staff of engineers, surveyors, computer designers, and construction inspectors comprise a team of total project services from initial master planning, surveying, and analysis through final design, construction management, and construction surveys.



SUBSURFACE UTILITY ENGINEERING (SUE) AND SURVEY

Farnsworth Group has been providing land surveying and SUE services for as long as the company has been in business - more than 130 years. Company-wide they have a total of 58 surveying field and office staff. The firm began offering surveying services in Colorado in 1986 and now now offers a staff of 25, including 11 registered land surveyors. Their staff are supported by current technology including UAVs, stationary and mobile LiDAR, and photogrammetric mapping. They are pre-qualified with CDOT and have worked on a multitude of municipal and state projects. Their survey crews are railroad safety trained, insured, and capable of surveying within 25 feet of active tracks.



GEOTECHNICAL ENGINEERING

VIVID Engineering Group, Inc. provides geotechnical, geologic, environmental, and construction support services focused on transportation, water, energy, utility, government, and commercial market sectors. They are currently comprised of four principal owners and 70 additional staff (five of which are licensed professional engineers in the State of Colorado) who have significant experience in providing their core services.



RIGHT-OF-WAY

TRS Corp. provides right-of-way acquisition services and relocation advisory assistance for municipalities, special districts, state agencies, and private clients throughout Colorado. TRS was incorporated in 2006 and employs 11 professionals in their Colorado Springs, Centennial, and Grand Junction offices. TRS has decades of experience procuring right-of-way and relocating displaced occupants pursuant to the Uniform Relocation and Real Property Acquisition Policy Act of 1970, as amended, and Colorado Revised Statutes. TRS acquisition and relocation personnel are qualified by the CDOT to provide support services to Colorado local agencies in receipt of federal highway funds.

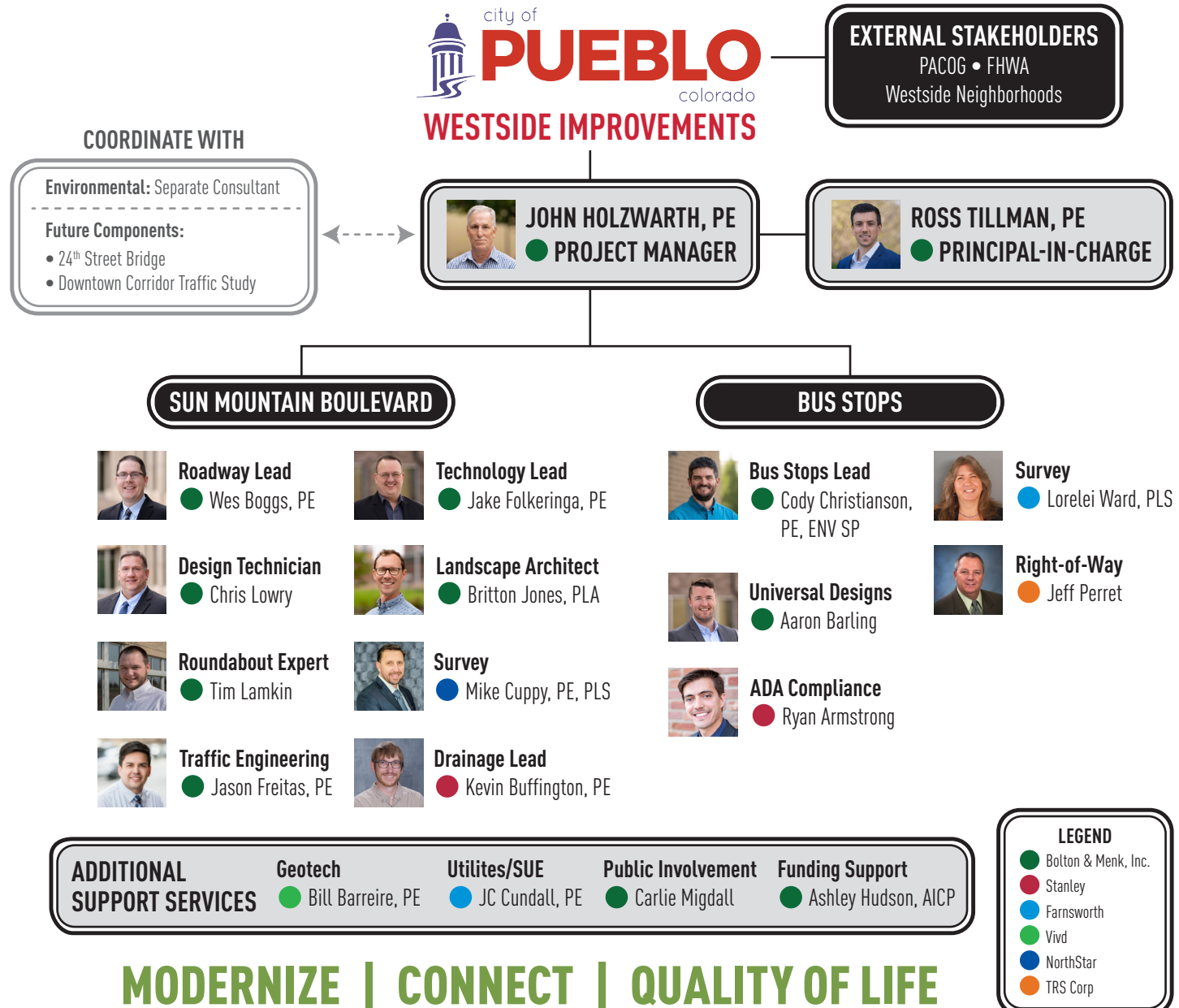
PERSONNEL

Bolton & Menk has assembled a highly-motivated and experienced group of professionals for the West Side Improvements project. Our team values and understands the importance of achieving a vision that can be supported by stakeholders and efficiently implemented.

Our team project manager, John Holzwarth, will be supported by a deep and experienced staff of transportation engineering professionals. In addition to Bolton & Menk, our team includes staff from Stanley for added technical expertise and horsepower. We will work interdependently to build synergy for a successful solution.

We have provided detailed descriptions of experience related to this project for key personnel. These individuals have track records of successful projects and, just as importantly, are enthusiastic and committed to meeting and exceeding your expectations. Full résumés for key employees can be found in the appendix.

As a true project partner, we consistently go above and beyond contract requirements to ensure project success. We are structured to ensure constant collaboration and communication among work groups.



MODERNIZE | CONNECT | QUALITY OF LIFE



JOHN HOLZWARTH, PE

Project Manager

John will serve as your primary point of contact for coordination, assignments, billings, and general contract administration. He has the qualifications, experience, motivation, and work ethic to effectively manage and coordinate each task and is supported by a team with significant technical expertise.

John is a highly experienced business leader in infrastructure development and delivery based in our Denver location. His expertise ranges across the consulting industry, from serving as project manager and principal-in-charge on large transportation projects through developing teams and business operations in growth markets. John has progressively grown his management, leadership, and delivery skills by serving clients and internal teams to deliver excellence in all aspects of the industry. John is passionate about creating positive change through infrastructure and planning for our client communities.

83rd Avenue and 4th Street Improvements, Greeley, CO

John is serving as project manager for this roadway widening and intersection improvement project in Greeley. Bolton & Menk is using the Greeley on the Go plan to incorporate roadway widening, a separated bicycle and pedestrian pathway, a closed drainage system, and a peanut-shaped roundabout at the intersection of 83rd Avenue and 4th Street that accounts for planned housing development on the southwest quadrant of the intersection.

Poudre River Ranch Detention Ponds, Greeley, CO

John is serving as project manager for this stormwater improvement project within the Poudre Ranch Neighborhood and surrounding areas. Our team is designing five separate stormwater detention ponds that will alleviate flooding that occurs with extreme rainfall events. We are coordinating design efforts between this stormwater project and the 4th Street widening so that each project accommodates the designs from the adjacent project.

North Vista Highlands Development, Pueblo, CO*

John served as project manager for a bridge study of Fountain Creek, traffic study, and roadway and drainage design projects within the North Vista Highlands development for Jevin Investments. The bridge study developed concept designs for connecting the new development across Fountain Creek; the traffic study evaluated timing for when the growth within the development would drive the need for the new bridge; and the roadway and drainage designs were within the development subdivisions.

I-25 PEL from Monument to C-470, CDOT*

John served as principal-in-charge for this 30-mile planning and environmental linkages study. Segment from Monument to Castle Rock was implemented as a fast track construction management/general contractor (CM/GC) managed lanes/roadway widening project.

West Colorado Avenue Improvement CM, El Paso County, CO*

John served as principal-in-charge for this roadway improvement project on the west side of the City of Colorado Springs. Known as “no-mans land”, this one-mile section of Colorado Avenue was under the jurisdiction of El Paso County, City of Colorado Springs and City of Manitou Springs. John led the team provided construction management services.

Academy Boulevard Great Streets Project, Colorado Springs, CO*

John served as project manager for this six-mile segment of South Academy Boulevard. The project produced a report that served as a roadmap for improvements to revitalize this deteriorating stretch of the city. Improvement components included multimodal elements, transit, and roadway considerations.

**Project completed prior to joining Bolton & Menk*



ROSS TILLMAN, PE

Principal-in-Charge

Ross will work closely with John to manage budget and project resources. He has a proven track record of successfully delivering projects on time and looks to build on that with this project.

Ross is a principal transportation engineer who started his career in 2010 and manages projects for a variety of clients, ranging from studies through project delivery. His technical experience is rooted in traffic engineering and conceptual design and includes planning, safety analysis, corridor studies, system analysis, and intersection analysis. Ross is an effective communicator and manages projects through consistent collaboration and partnership. He successfully pairs his technical expertise with management skills and leads projects using a true team approach that brings the consultant team, client, and other stakeholders together to create a successful end product. Documentation of Ross' PE licensing is on Page B in the appendix.

15th Avenue Ct Pedestrian Underpass Replacement, Greeley, CO

Ross is serving as the project manager, leading the design team towards ultimate delivery. The existing pedestrian underpass is very narrow and does not provide enough vertical clearance for a comfortable crossing or for emergency vehicle access as desired by the community. The city has made it a priority to enhance this crossing by replacing the existing underpass with a wider/taller structure and also ensuring ADA access throughout.

83rd Avenue and 4th Street Improvements, Greeley, CO

Ross is serving as the principal-in-charge for the delivery of this roadway widening, bicycle/pedestrian improvements and roundabout intersection design project for the City of Greeley. Ross stays involved with the overall project performance, including delivering quality products on schedule and making sure the client is satisfied with how the project is being executed.

35th Avenue Conceptual Design (F Street to O Street), Greeley, CO

Ross served as the project manager to support the city in developing a vision for 35th Avenue from F Street to O Street on the north side of the city. The project involved right-sizing the future roadway footprint based on the balance of accommodating planned growth as well as safe multimodal access to the Poudre River trail and associated amenities accessed from 35th Avenue. The project included traffic forecasting and operational analysis of roundabout intersections, pedestrian crossing analysis for the river trail crossing, stormwater analysis to manage multiple irrigation ditches, roadway stormwater flows, and local ponding, conceptual design, and cost estimating.

US 34 and CR 17 Intersection, Greeley, CO

Ross is serving as the principal-in-charge for this intersection study and design effort, assisting our project manager in overseeing a large consultant team, and conducted quality reviews of complex Vissim modeling for CDOT. The project will ultimately install a continuous flow intersection to greatly improve safety and reduce congestion at this CDOT priority location along US 34. A new large land development adjacent to this intersection is driving the schedule and forcing an expedited delivery to ensure this piece of infrastructure is ready to serve as the main regional site access point.

Hennepin and 1st Multimodal Improvements, Hennepin County, MN

Ross was the multimodal engineering lead and project manager for this improvements project. The Bolton & Menk team began working on this project in early study phase, where we worked with many local stakeholders within the City of Minneapolis to analyze a multitude of alternatives to improve safety for pedestrians and bicyclists in the area. Ross led the multimodal design in this phase and ultimately was the project manager of the design through final delivery. Our team delivered a \$19 million retrofit plan to improve ADA compliance, replace and rehabilitate 13 traffic signals, and install new bikeway along 16 blocks of urban roadway.



WES BOGGS, PE

Roadway Lead

Wes will serve as a design lead for this project as it relates to roadway and ADA elements for Sun Mountain Boulevard and the transit stops.

Wes is a senior transportation project engineer who began his career in 2012. He is responsible for

context sensitive design and solutions, roadway modeling, developing biddable plans and engineer's estimates, alternatives evaluation, and screening and technical mentoring. The use of innovative technologies, sustainable practices, and community engagement strategies gives Wes the ability to create roadways that not only minimize accidents and fatalities, but also reduce congestion, travel times, and environmental impact. Wes is passionate about transportation systems that prioritize the safety of all users while maximizing the efficiency of traffic flow and resource utilization.

83rd Avenue and 4th Street Improvements, Greeley, CO

As the roadway design lead, Wes is spearheading the widening and intersection improvements for this rural roadway transformation project. Drawing on the Greeley on the Go Transportation Master Plan, Wes has designed and modeled roadway improvements, including a separated multiuse path, a closed drainage system, and a roundabout to align and connect the offset of 4th Street with a planned housing development.

15th Avenue Ct Pedestrian Underpass Replacement, Greeley, CO

As the project engineer, Wes has been playing a key role in developing a technically-viable solution to improve the pedestrian connection. His efforts have focused on enhancing ADA compliance and ensuring emergency access for the upgraded grade-separated crossing beneath US 34.

Westside Avenue Action Plan, Colorado Avenue Corridor Improvements, Colorado Springs, CO*

As the design lead, Wes played a pivotal role in the conceptual design analysis during the alternative development phase of the project. Throughout the conceptual design process, he addressed various complex issues along the 1.5-mile project corridor, including the reconstruction of the existing bridge over Fountain Creek, resolving the disconnect of the Midland Trail between Ridge and Columbia Road, realigning the Ridge Road intersection, improving Fountain Creek, and accommodating multimodal traffic. Wes ultimately led the project through final design and delivery including unique features like bus queue jumping, tiered retaining walls, a grade-separated trail connection, and a transit hub.

**Project completed prior to joining Bolton & Menk*



CHRIS LOWRY

Design Technician

For more than 10 years, Chris and Wes have been delivering design projects together. Using the procedures fine-tuned over that time period, Chris will efficiently assist Wes in all aspects of the design.

Chris is a senior engineering technician who began his career in 1998. He is responsible for creating complex and detailed designs, the preparation and specifications of projects, and providing cost estimates. His areas of expertise include plan production, cutting sheets, managing base files, quality control (QA/QC), and project coordination. Chris is passionate about working within communities and contributing to the success and positive impact of projects.

83rd Avenue and 4th Street Improvements, Greeley, CO

Chris is working with our design team and leading the development of our 30% complete set of plans. The plan set entails roadway plan and profile sheets, drainage plan and profile sheets, typical sections, cross sections, and all other sheets needed to compile a full plan set.

15th Avenue Ct Pedestrian Underpass Replacement, Greeley, CO

Chris is leading all aspects of the plan production process, including estimation of sheets, base file creation, cutting plan sheets, coordination with both internal and external subs and, QA/QC, and reproduction as per submittal requirements.

Westside Avenue Action Plan, Colorado Springs, CO*

As design lead, Chris provided extensive conceptual design analysis during the alternative phase of this project. During conceptual design, the team considered reconstructing the existing bridge over Fountain Creek, addressing the disconnect of the Midland Trail between Ridge Road and Columbia Road, realigning the Ridge Road intersection, making improvements to Fountain Creek, and accommodating the multimodal traffic along the corridor. Chris was also responsible for the major utility coordination effort that concluded in relocating more than seven miles of utilities due to undergrounding and project impacts.

**Project completed prior to joining Bolton & Menk*



KEVIN BUFFINGTON, PE
Drainage Lead

Kevin will lead the design of the roadway drainage system and creek crossing.

Kevin is a civil engineer providing drainage design, assisting with municipal plans review and helping clients meet water quality requirements.

His background includes providing testing and inspection on commercial, residential, governmental, vertical and civil sites for a geotechnical consultant. His understanding of municipal needs comes from working for the Town of Castle Rock, Colorado, as a plan review engineer.

Eastonville Road Corridor, El Paso County, CO

Kevin was the drainage design engineer on this project to bring 5.5 miles of the proposed corridor up to county standards for an urban nonresidential collector, incorporating roadway widening with auxiliary lanes, extensive drainage/permanent water quality features, intersection improvements, roundabout design, and coordination with many stakeholders. He was responsible for regrading and redesign of detention ponds to provide required volume. He performed or oversaw all drainage calculations and design. With tight vertical constraints, the storm sewer was designed to navigate numerous underground utilities which included two 10-inch gas mains, two water mains, sanitary sewer, and several other fiber and electric lines. Deliverables included drainage report, civil plan sheets, SWMP report, and SWMP plans.

Bradley Road Widening, El Paso County, CO

Kevin was a drainage design engineer on this project to improve community multimodal access on a rural county road. The design alleviated existing flooding concerns from the storm sewer, complied with the Fountain Mutual Irrigation Company's irrigation constraints, and minimized right-of-way acquisition. Collaboration with the County allowed a design that minimized maintenance frequency, difficulty, and costs. Stanley is completing the field inspection review (FIR) plans and will continue into the final design. Services include utilities, right-of-way documents and appraisals, drainage, and roadway design.

High Plains Trail, Arapahoe County, CO

Kevin was the drainage design engineer for the design of a multi-use trail to complete a critical gap in the E470 multimodal trail with a 10-foot-wide, 1.5-mile-long trail. He was responsible for performing and overseeing all drainage calculations and design, requiring extensive collaboration between the Southeast Metro Stormwater Authority, the City of Aurora, Town of Parker, and Arapahoe county to achieve final design. Deliverables included drainage report, civil plan sheets, and stormwater management plan report and plans. Stanley was responsible for the planning through construction management of this award-winning project which included four segments of the trail, a single-span prefabricated pedestrian bridge across Parker Road (SH83), retaining walls and a pedestrian underpass structure.



CODY CHRISTIANSON, PE, ENV SP
Bus Stops Lead

Cody will contribute his national success to develop ADA and safety improvements as it relates to the transit stops.

Cody began his career in transportation engineering in 2008. He has expertise in roadway engineering and design, bike and pedestrian planning and design, and sustainability. Cody is passionate about the transportation sector of civil engineering from urban paved streets in major cities to gravel pioneer roads, and how multimodal active transportation facilities can be integrated into the public right-of-way. His passion thrives on multidisciplinary projects that bring new perspectives and insights to his work.

Hallam Street and Castle Creek Bridge Connectivity Study and Final Design, Aspen, CO*

Cody served as the project manager and lead civil engineer for the bike and pedestrian improvements, multiuse path, raised crossings, transit lanes, custom bus shelters, and drainage improvements.

N 83rd Street and Neva Road Reconstruction, Niwot, CO*

Cody served as the project manager and lead civil engineer for this Boulder County project in Niwot. The project included replacing a CMP culvert that was damaged during the 2013 floods with a larger, three-sided concrete box culvert, raised crossings, trailhead site design, soft surface trail connections to the Longmont to Boulder (LOBO) trail system, updated railroad crossing, and a full-depth reclamation of the pavement section for the reconstructed road.

SMART 160 Trail – Segments 1 and 4, Durango, CO*

Cody was the lead civil engineer on the SMART 160 Trail extension from the existing Animas River Trail to Farmington Hill in Durango. This 1.1-mile, multiphased project consisted of a 10-foot-wide concrete multiuse trail that included two trail underpasses—one crossing a proposed four-lane arterial roadway, the other crossing US 160, an existing four-lane highway—and multiple secondary trail connections. A portion of the trail is in challenging terrain that uses several switchbacks to traverse a steep hillside and minimize vegetation impacts. The trail crosses several existing and proposed driveway accesses at a school and a proposed apartment complex. The project included coordination with CDOT Region 5, various city departments, and a proposed adjacent multifamily development.

**Completed at previous firm.*



ROSS TILLMAN, PE

PRINCIPAL-IN-CHARGE



Real People. Real Solutions.

EDUCATION

Bachelor of Science - Civil and Environmental Engineering
University of Wisconsin - Madison

Master of Business Administration - Business Administration
University of Minnesota - Twin Cities

REGISTRATION

- Professional Engineer, MN
- Professional Engineer, NC
- Professional Engineer, SC
- Professional Engineer, CO

SUMMARY

Ross is a transportation group leader at Bolton & Menk who began his career in 2010. He manages projects for a variety of clients, ranging from studies through project delivery. His experience is rooted in traffic engineering and includes planning, safety analysis, corridor studies, system analysis, and intersection analysis and control evaluations. Ross is an effective communicator and manages projects through consistent collaboration and partnership. He successfully pairs his technical expertise with management skills and leads projects using a true team approach that brings the consultant team, client, and other stakeholders together to create a successful end product.

EXPERIENCE

- 15th Avenue Court Improvements, City of Greeley, CO
- 35th Avenue Conceptual Design, City of Greeley, CO
- US 34 and CR 17 Intersection, City of Greeley, CO
- Transportation Visioning, City of Greeley, CO
- 16th Street Streetscape Improvements, City of Greeley, CO
- 83rd Avenue and 4th Street Improvements, City of Greeley, CO
- MPDG Grant Application: Mobility Enhancements for Regional Growth and Equity, City of Greeley, CO
- TH 41 Reconstruction, Carver County, MN
- TH 10 Anoka Solution, City of Anoka, MN
- Mankato Intersection Studies, MnDOT District 7
- TH 10 Access Planning Study, Anoka County and MnDOT Metro
- CSAH 34 Traffic and Transportation Improvements, Steele County, MN
- CSAH 2/CSAH 91 Preliminary Roundabout Design, City of Elko New Market, MN
- TH 169 Grade Raise, MnDOT District 7
- TH 19 ADA Improvements, City of Winthrop, MN
- TH 71 Mill and Overlay and Bridge Replacement, HAWK Signal, City of Jackson, MN
- TH 61 Reconstruction, City of Red Wing, MN
- I-90 Worthington Weigh Station, MnDOT District 7
- Dinkytown Greenway, City of Minneapolis, MN
- Washington County Government Center, Washington County, MN
- 15th Avenue Court Improvements, City of Greeley, CO
- Hennepin and 1st Multimodal Improvements, Hennepin County, MN
- CSAH 12 (Stillwater Road/75th Street) Safety and Management, Washington County, MN
- Washington Avenue Before/After Study, Hennepin County, MN
- Riverfront Drive Corridor Study, Mankato/North Mankato Area Planning Organization
- Belgrade Avenue Corridor Study, Mankato/North Mankato Area Planning Organization
- Greater Minnesota Mobility Study, MnDOT
- CSAH 12 Corridor Improvements, Washington County, MN
- TH 10 Anoka Solution, City of Anoka, MN
- TH 10 Ramsey Solution, City of Ramsey, MN
- TH 41 Reconstruction, Carver County, MN
- Principal Arterial Intersection Conversion Study, Metropolitan Council
- TH 61/60 Traffic Study, City of Wabasha, MN



- CSAH 34 Traffic and Transportation Improvements Needs, Steele County, MN
- Andover Area Traffic Study, City of Andover, MN
- TH 36 and Osgood Avenue Intersection Analysis, Washington County, MN
- West Point Douglas Road Traffic Analysis, City of Cottage Grove, MN
- Old Minnesota Avenue/Saint Julien Street Roundabout Analysis, City of Saint Peter, MN
- Roosevelt Streetscape Study, City of Des Moines, IA
- TH 10 Access Planning Study, Anoka County, MN
- TH 25 Reconstruction Traffic Analysis, City of Buffalo, MN
- TH 97 at Goodview Avenue Roundabout, Forest Lake, MN
- TH 12 at TH 22 and TH 12 at 3rd Street in Litchfield, MnDOT District 8
- TH 3 at 170th Roundabout, Empire Township, MN
- TH 282 at Creek Lane Roundabout, City of Jordan, MN
- TH 10/169 at Thurston Ave, City of Anoka, MN
- TH 10/169 at W Main St, City of Anoka, MN
- Mankato Intersection Studies, MnDOT District 7
- Additional Mankato Intersection Studies, MnDOT District 7
- TH 67 at CSAH 101 in Redwood Falls, MnDOT District 8
- TH 19/71 at CSAH 101 in Redwood Falls, MnDOT District 8
- TH 14 at 9th Avenue, City of Sleepy Eye, MnDOT District 7
- CSAH 22/Meadowgrass, City of Cottage Grove, MN
- TH 25/8th Street, City of Buffalo, MN
- 36th Avenue/Regent Avenue, Cities of Crystal and Robbinsdale, MN
- TH 284/10th Street, City of Waconia, MN
- TH 14 Turnback, City of Janesville, MN
- I-90 Worthington Weigh Station, MnDOT District 7
- Dinkytown Greenway, City of Minneapolis, MN
- TH 22 Reconstruction, City of Eden Valley, MN
- Washington County Government Center, Washington County, MN
- TH 61 Mill and Overlay, City of White Bear Lake and MnDOT Metro
- Bluff Street Trail, City of Minneapolis, MN
- TH 71 Reconstruction, City of Jackson, MN
- TH 19/Winthrop ADA Improvements, City of Winthrop, MN
- Patriot Drive Lighting, City of Mankato, MN
- Fern Lake Road Lighting, City of Mankato, MN
- Premier Drive Lighting, City of Mankato, MN
- CSAH 83 Reconstruction, Shakopee Mdewakanton Sioux Community
- Fenway/Headwaters Parkway Roundabout, City of Forest Lake, MN
- Fair Oak Avenue Signal Removal Met Council Regional Solicitation, City of Anoka, MN
- Thurston Avenue Signal Removal Met Council Regional Solicitation, City of Anoka, MN
- Anoka Solution Freight Program, City of Anoka, MN
- Anoka Solution TED, City of Anoka, MN
- CSAH 12 Corridor Improvements LRIP, Washington County, MN
- TH 3 Corridor Improvements HSIP, Empire Township, MN
- Bunker Lake Boulevard/TH 47 Intersection Capacity Improvements, Anoka County, MN
- Greenhaven Parkway LRIP, City of Anoka, MN
- Crosstown Boulevard Roundabout and Pedestrian Accommodations HSIP, City of Andover, MN
- TH 169 Pedestrian Underpass TAP, City of Jordan, MN
- TH 10 Municipal Agreement Funding, Anoka County, MN
- TH 25 Corridor CIMS, City of Buffalo, MN



JOHN HOLZWARTH, PE

PROJECT MANAGER



Real People. Real Solutions.

EDUCATION

Bachelor of Science - Civil Engineering
Old Dominion University

REGISTRATION

- Professional Engineer, CO

SUMMARY

John is a highly experienced business leader in infrastructure development and delivery based in our Denver location. His expertise ranges across the consulting industry, from serving as project manager and principal-in-charge on large transportation projects through developing teams and business operations in growth markets. John has progressively grown his management, leadership, and delivery skills by serving clients and internal teams to deliver excellence in all aspects of the industry. John is passionate about creating positive change through infrastructure and planning for our client communities.

EXPERIENCE

- Poudre River Ranch Detention Ponds, City of Greeley, CO
- 83rd Avenue and 4th Street Improvements, City of Greeley, CO
- 23rd Avenue and 4th/5th Street Intersection Improvements, City of Greeley, CO
- WCR 66 and WCR 41 Intersection Improvements, Weld County, CO
- I-25 PEL, Monument to C470, CDOT
- I-25 GAP CM/GC, Monument to Castle Rock, CDOT
- South Academy Boulevard Great Streets Plan, City of Colorado Springs, CO - Project Manager
- West Colorado Avenue Improvements, City of Colorado Springs and El Paso County, CO
- West Baptist Road Improvements, El Paso County, CO
- Iowa 100 extension, City of Cedar Rapids, IA
- Edgewood Road Improvements, City of Cedar Rapids, IA
- I-80/I-380 Interchange Study, Iowa DOT, Iowa City, IA
- Alice's Road & I-80 Interchange, City of Des Moines IA
- IL 59 Roadway Improvements, Illinois DOT
- IL 34 Roadway Improvements, City of Oak Brook, IL
- US 18, Avenue of the Saints, Mason City Bypass, Cerro Gordo County, IA
- I-225 and Parker Road Interchange, City of Denver CO



WES BOGGS, PE

ROADWAY LEAD



Real People. Real Solutions.

EDUCATION

Master of Science - Civil and Environmental
Engineering
Utah State University

Bachelor of Science - Civil Engineering
Utah State University

REGISTRATION

- Professional Engineer, CO
- Professional Engineer, UT

SUMMARY

Wes is a senior transportation project engineer who began his career in 2012. He is responsible for context sensitive design and solutions, roadway modeling, developing biddable plans and engineer's estimates, alternatives evaluation and screening and technical mentoring. The use of innovative technologies, sustainable practices, and community engagement strategies gives Wes the ability to create roadways that not only minimize accidents and fatalities but also reduce congestion, travel times, and environmental impact. Wes is passionate about transportation systems that prioritize the safety of all users while maximizing the efficiency of traffic flow and resource utilization.

EXPERIENCE

- 83rd Avenue and 4th Street Improvements, City of Greeley, CO
- 15th Avenue Ct Pedestrian Underpass Replacement, City of Greeley, CO
- 30th Street Corridor Improvements, City of Colorado Springs, CO
- I-25/Powers Interchange, CDOT Region 2
- Baptist Road West, El Paso County, CO
- 16th Street Enhancement, City of Greeley, CO
- I-25 Fillmore to Garden of the Gods, CDOT Region 2
- Powers Boulevard/Research Parkway Interchange, CDOT Region 2
- Colorado Avenue Corridor Improvements, City of Colorado Springs, CO
- I-25 Fillmore to Garden of the Gods, CDOT Region 2



CHRIS LOWRY

DESIGN TECHNICIAN



Real People. Real Solutions.

EDUCATION

Bachelor of Science - Community and Regional
Planning
Iowa State University

SUMMARY

Chris is a senior engineering technician who began his career in 1998. He is responsible for creating complex and detailed designs, the preparation and specifications of projects, and providing cost estimates. His areas of expertise include plan production, cutting sheets, managing base files, quality control (QA/QC), and project coordination. Chris is passionate about working within communities and contributing to the success and positive impact of projects.

EXPERIENCE

- CSAH 26 (Lone Oak Road) Improvements, Dakota County, Minnesota
- Highway 5 Improvements, Carver County, Minnesota
- Wright Brothers Boulevard, City of Cedar Rapids, Iowa
- 83rd Avenue and 4th Street Improvements, City of Greeley, CO
- 15th Avenue Pedestrian Underpass Improvements, City of Greeley, CO
- Johnson Avenue NW Improvements, City of Cedar Rapids, Iowa
- MPDG Grant Application: US 34 Freeway Interchanges & Mobility Hub, City of Greeley, CO
- Highway 5 Arboretum Area Design, Carver County, MN
- Walford Road and 6th Street SW Roundabout, City of Cedar Rapids, IA
- 30th Street Corridor Improvements, City of Colorado Springs, CO
- I-25/Powers Interchange, CDOT Region 2
- Westside Avenue Action Plan, Colorado Springs, CO
- Mid-Block Trail Crossings, Colorado Springs, CO
- Revitalizing Colorado Avenue Corridor, El Paso County, CO
- Powers Boulevard/Research Parkway Interchange, CDOT Region 2
- Baptist Road West, El Paso County, CO
- Hancock/Academy Planning and Environmental Linkages Study and Design, City of Colorado Springs, CO
- Arapahoe Road Corridor Study, Arapahoe County, CO
- I-25 Operational Improvements, Fillmore to Garden of the Gods, City of Colorado Springs, CO
- Envision Shooks Run, City of Colorado Springs, CO
- Sand Creek Trail Crossing, City of Colorado Springs, CO
- City Signal Improvements, City of Colorado Springs, CO
- CDOT R2 - SH 21 Powers Boulevard Acceleration and Deceleration Lanes, City of Colorado Springs, CO
- Traffic Incident Management Plans; (SH 9/US 285/US 24); Park County, CO
- Las Vegas Railroad Crossing Feasibility Study, City of Colorado Springs, CO
- CO College: Cascade Avenue; City of Colorado Springs, CO
- I-25 and Orchard Interchange Conceptual Design, City of Greenwood Village, CO
- Weld County Road Design Build, Weld County, CO
- City Transit Study, City of Colorado Springs, CO
- Brownfield Redevelopment of a Former BP Refinery, City of Casper, WY
- Former BP Refinery Redevelopment Infrastructure Project, City of Sugar Creek, MO
- US 6 and Wadsworth Environmental Assessment, City of Lakewood, CO
- Battle Mountain Development, City of Minturn, CO



- River Edge CO Land Development, City of Carbondale, CO
- Buttermilk Base Area Redevelopment, City of Aspen, CO
- Austin Bluffs Interchange at Union Boulevard, City of Colorado Springs, CO
- Guam Island Wide Traffic Impact Analysis, Guam
- Mason Street Multi-modal Transportation Corridor Study, City of Fort Collins, CO
- Mulberry & Lemay Evaluation and Design of Intersection Improvements, City of Fort Collins, CO
- Glenwood Springs Corridor Study and Bypass Selection, City of Glenwood Springs, CO



CODY CHRISTIANSON, PE, ENV SP



BUS STOPS LEAD

EDUCATION

Bachelor of Science - Civil Engineering
University of North Dakota

REGISTRATION

- Professional Engineer, CO
- Professional Engineer, NM
- Professional Engineer, ND
- Professional Engineer, WY
- Professional Engineer, AK
- Professional Engineer, MN
- Professional Engineer, NC
- Professional Engineer, SC

CERTIFICATIONS

- Institute for Sustainable Infrastructure
- Envision Sustainability Professional - ENV SP

Bolton-Menk Authorized Trainer

- Low Salt Design Strategies - LSID™

AWARDS

40 Under 40 - Prairie Business Magazine

NOTABLE ACCOMPLISHMENTS

Association of Pedestrian and Bicycle Professionals
Board of Directors - Board Member (2024-2026)

NCITE Complete Streets and Safety Committee (as of 2023)

SUMMARY

Serving as a transportation project manager, Cody began his career in transportation engineering in 2008. He has expertise in roadway engineering and design, bike and pedestrian planning and design, and sustainability. Cody has national bicycle and pedestrian expertise that helps build support for improved multimodal infrastructure. By listening to community input, coordinating with project stakeholders, and using his industry experience, Cody designs improvements that create an inviting environment, enhance pedestrian and bicycle safety, and address community goals. He uses that experience to create accessible designs that integrate into the existing infrastructure, are easy to navigate, and improve the region's transportation system for those who walk, bike, or roll. In addition, Cody is a credentialed Envision Sustainability Professional (ENV SP) and uses that knowledge and background to consider the sustainability and resiliency of all his projects, regardless of size or design stage. Envision® is a holistic sustainability framework and rating system that provides a consistent, consensus-based framework for assessing sustainability, resiliency, and equity in civil infrastructure.

EXPERIENCE

- Hallam Street & Castle Creek Bridge Connectivity Study & Final Design, City of Aspen, CO
- N 83rd Street & Neva Road Reconstruction, City of Niwot, CO
- CAMP North of Boulder Creek Bridges Phase 1, City of Boulder, CO
- RT1 Underpass Retrofit, City of Broomfield, CO
- SMART 160 Trail – Segments 1 and 4, Durango, CO
- 30th Street & Colorado Avenue Intersection Improvements, City of Boulder, CO
- Industrial Lane Improvements, City of Broomfield, CO
- Nickel Street Improvements, City of Broomfield, CO
- Superior Trail – McCaslin BRT to Davidson Mesa Underpass, City of Superior, CO
- Pedestrian and Bicycle Plan, Grand Forks-East Grand Forks MPO
- Belmont Road Improvements in Grand Forks, NDDOT
- University Drive and 10th Street Corridor Studies, Fargo-Moorhead Metro COG
- 17th Street Corridor Study, City of Moorhead, MN
- SS4A Safety Action Plan, Grand Forks-East Grand Forks MPO
- Grand Valley Pedestrian Crossing Study, Grand Forks-East Grand Forks MPO
- Safe Routes to Services Study, Bismarck-Mandan MPO
- Middle St. Croix Valley Regional Trail Master Plan, Washington County, MN
- Summit Avenue Regional Trail Master Plan, City of Saint Paul, MN
- 36th Avenue Reconstruction, City of St. Louis Park, MN
- Fargo-Moorhead Metro Bikeways Gap Analysis, Fargo-Moorhead Metro COG
- Grand Forks Valley Middle School Rebuild Transportation Plan, City of Grand Forks, ND
- Phoenix Elementary Safe Routes to School Project, City of Grand Forks, ND
- Diffley Road School Area Improvements, Dakota County and City of Eagan, MN
- Hennepin and 1st Multimodal Improvements, Hennepin County and City of Minneapolis, MN
- Rice Street Visioning Study and Final Design in Ramsey County and City of Saint Paul, MN
- Kellogg Boulevard Capital City Bikeway, City of Saint Paul, MN
- Matheson Avenue Bikeway Improvements, City of Charlotte, NC
- Capitol Rice Reconstruction, Ramsey County, MN



- Marshall Street NE Reconstruction, Hennepin County, MN
- Rice Street Final Design, Ramsey County, MN
- 4th Street Reconstruction, City of Minneapolis, MN
- Bryant Avenue South Reconstruction, City of Minneapolis, MN
- Great Western Trail Connection, City of Norwalk, IA
- 36th and Wooddale Reconstruction, City of St. Louis Park, MN
- Downtown Riverfront Improvements, City of Fergus Falls, MN
- Luella Anderson Street Improvements, City of Minneapolis, MN
- Duck Lake Road Improvements, City of Eden Prairie, MN
- Vicksburg Lane Improvements, City of Plymouth, MN
- Safe Routes to Services, Bismarck-Mandan MPO
- Arboretum Area Transportation Study, Carver County, MN
- Highway 169 Corridor Study, Mankato Area Planning Organization, MN
- 2050 Metro Plan, Central Dakota Metropolitan Planning Organization, ND
- Kindred Comprehensive and Transportation Master Plan, Fargo-Moorhead Metropolitan Council of Governments, ND



KEVIN BUFFINGTON, PE

Drainage / Civil Engineer
Stanley Consultants
10 Years of Experience

Kevin is a civil engineer providing drainage design, assisting with municipal plans review and helping clients meet water quality requirements. His background includes providing testing and inspection on commercial, residential, governmental, vertical and civil sites for a geotechnical consultant. His understanding of municipal needs comes from working for the Town of Castle Rock, Colorado, as a plan review engineer.

PROJECT EXPERIENCE

- Eastonville Road Corridor, El Paso County, CO
- Bradley Road Widening, El Paso County, CO
- Fifth Street, Town of Castle Rock, Castle Rock, CO
- High Plains Trail, Arapahoe County, CO

Education

Bachelor of Science
Civil Engineering
University of Wyoming

Professional Registrations

Professional Engineer:
CO #62966

SCHEDULE 5

Federal Highway Administration (FHWA) Requirements

Excerpt from Request for Proposal dated December 3, 2024, Section 9

9.1. 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.

9.2. 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.

Additional Information for Agreement

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan - to be added prior to signature

PERA Questionnaire - to be added prior to signature

Insurance Certificate(s) - to be added prior to signature



BOLTON & MENK INC

REVIEWED

By GarciaCh at 12:52 pm, Jan 22, 2025

Unique Entity ID K6FDNK9LKPP7	CAGE / NCAGE 0TFP9	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 25, 2025	
Physical Address 1960 Premier DR Mankato, Minnesota 56001-5900 United States	Mailing Address 1960 Premier Drive Mankato, Minnesota 56001-5900 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Minnesota 01	State / Country of Incorporation Minnesota / United States	URL www.bolton-menk.com

Registration Dates

Activation Date Mar 27, 2024	Submission Date Mar 25, 2024	Initial Registration Date Mar 15, 2002
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Entity Dates

Entity Start Date Jun 13, 1949	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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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 (blank)
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 Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code OTFP9

Points of Contact

Electronic Business

 ANNE GODE	1960 Premier Drive Mankato, Minnesota 56001 United States
ANNE GODE	1960 Premier Drive Mankato, Minnesota 56001 United States

Government Business

 NANCY THORKELSON	1960 Premier Drive Mankato, Minnesota 56001 United States
NANCY THORKELSON	1960 Premier Drive Mankato, Minnesota 56001 United States

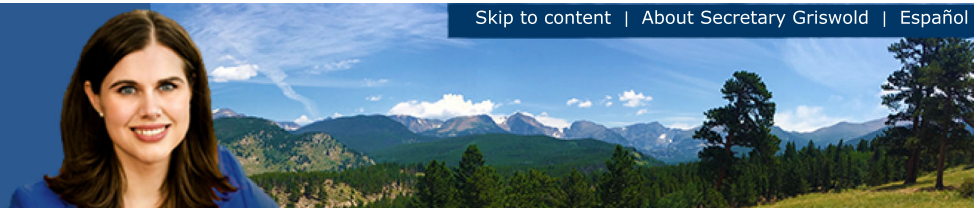
Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541320	Landscape Architectural Services
	541340	Drafting Services
	541360	Geophysical Surveying And Mapping Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services
	541720	Research And Development In The Social Sciences And Humanities
	541990	All Other Professional, Scientific, And Technical Services

Disaster Response

This entity does not appear in the disaster response registry.



Summary

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Details			
Name	Bolton & Menk, Inc.		
Status	Good Standing	Formation date	02/09/2021
ID number	20211136976	Form	Foreign Corporation
Periodic report month	February	Jurisdiction	Minnesota
Principal office street address	1960 Premier Dr, Mankato, MN 56001-5900, US		
Principal office mailing address	1960 Premier Dr, Mankato, MN 56001-5900, US		

Registered Agent	
Name	Registered Agents Inc.
Street address	1942 Broadway Street, STE 314C, Boulder, CO 80302, US
Mailing address	1942 Broadway Street, STE 314C, Boulder, CO 80302, 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,

Bolton & Menk, Inc.

is an entity formed or registered under the law of Minnesota, 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 20211136976.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 01/22/2025 that have been posted, and by documents delivered to this office
electronically through 01/23/2025 @ 09:59:51.

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 01/23/2025 @ 09:59:51 in accordance with applicable law.
This certificate is assigned Confirmation Number 16924278.



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."



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 10, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE SUPER TEAM PCSO IN THE AMOUNT OF \$1,000 TO SPONSOR THE ST. BALDRICK'S HEAD SHAVING EVENT ON MARCH 15, 2025 AT THE PUEBLO WEST VFW

SUMMARY:

Attached for consideration is a request for support of Super Team PCSO in the amount of \$1,000 to sponsor the St. Baldrick's Head Shaving event on March 15, 2025 at the Pueblo West VFW.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2024 for \$1,000 and in 2020 for \$500.

BACKGROUND:

This head shaving event raises funds and stands in solidarity with kids who often lose their hair during cancer treatment. Worldwide, a child is diagnosed every 2 minutes with cancer. That's more than 300,000 per year. St. Baldrick's Foundation is a volunteer and donor-powered charity committed to supporting the most promising research to find cures for childhood cancers and give survivors long and healthy lives. The research we fund has the potential to impact every kid diagnosed with cancer.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Super Team PCSO.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Regina Maestri.

ATTACHMENTS:

1. St Baldricks Sponsorship Request 2025
2. 2025 Contingencies (Council) Super Team PCSO St Baldricks
3. Colorado Secretary of State - Summary St Baldricks 1.30.25

RESOLUTION NO.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE SUPER TEAM PCSO IN THE AMOUNT OF \$1,000 TO SPONSOR THE ST. BALDRICK'S HEAD SHAVING EVENT ON MARCH 15, 2025 AT THE PUEBLO WEST VFW

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,000 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Super Team PCSO to sponsor the St. Baldrick's Head Shaving Event on March 15, 2025 at the Pueblo West VFW.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: February 10, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

January 2025

To Whom It May Concern,

Hello, Brad Riccillo here. I have something to share with you - I haven't cut my hair since October 1st. Along with a few other Heroes we all will get our heads shaved at the same time on March 14, 2025! This is on behalf of an event called St. Baldrick's. We are raising funds and need your help as a sponsor to reach the goal of \$40,000.....

I am the President of SuperTeam PCSO. The mission of the SuperTeam is very simple: "Bringing your community together to raise awareness for childhood cancer research".

I'm writing to you today on behalf of the St. Baldrick's Foundation, the organization committed to funding the most promising research to find cures for childhood cancers and give survivors long, healthy lives. Each year, 300,000 children are diagnosed with cancer worldwide. I would like to ask for your help to fund much needed childhood cancer research.

St. Baldrick's Foundation is known for their signature head shaving events. It's a whole lot of fun, but the real goal is to raise money for research that will help save lives. Volunteers worldwide shave their heads to stand in solidarity with the brave kids who typically lose their hair during cancer treatment. On **March 15th, 2025 (Pueblo West VFW Post 5812)** at the 14th Annual "Brave the Shave for St. Baldrick's Foundation with the SuperTeam, we will be participating to raise money for childhood cancer research.

Through the hard work of donors and volunteers, St. Baldrick's has funded more than \$178 million in grants, allowing the foundation to fund more in childhood cancer research than any organization except the United States government. Every dollar we raise impacts the heroic kids fighting these battles with cancer. With your support, together we can *Conquer Childhood Cancers*.

Please visit my personal fundraising page at stbaldricks.org and entering "brad riccillo" in the search box to make a donation. Credit cards are the most efficient way to give, or you can write a check/money order payable to "St. Baldrick's Foundation." If you would like to learn more about the St. Baldrick's Foundation, please visit www.StBaldricks.org. If you would like to learn more about me and the SuperTeam just visit www.superteampcso.org and follow along with my journey.

I hope you will consider making a difference for children and their families who face childhood cancer through a donation to St. Baldrick's. Please let me know if you have any questions or need additional information.

Sincerely,

Brad Riccillo

email: bradriccillo@gmail.com

cell: 719-281-0173



CITY OF PUEBLO SPONSORSHIP REQUEST

Date of Request: 1-22-2025

Name: BRAD RICCILO

Business/Non-Profit Name: St. Baldrick's Foundation

Phone: 719 281-0173 E-Mail: bradriccillo@gmail.com

Name of Event/Program: 14th ANNUAL "BRAVE THE SHAVE" for St. Baldrick's with THE SupreTEAM

Date of Event/Program: 3-15-2025 Amount requested: \$1500

*****Supporting documents must be attached to this request*****

Make check payable to:

Business/Non-Profit Name: SupreTEAM PCSO
Address: 2625 8th AVENUE
Pueblo, CO 81003
Phone: 719 281-0173

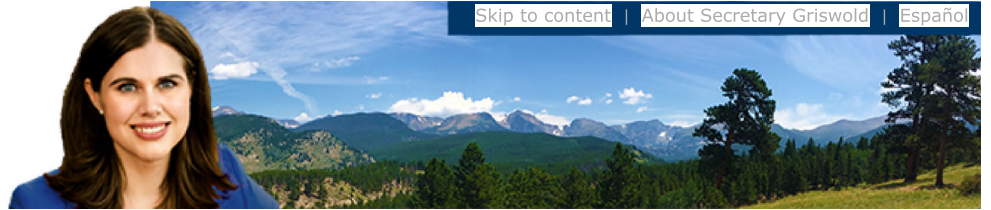
Please note: If the payee listed above is not an established vendor with the City of Pueblo, the application must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo we will confirm the information listed above. If the information does not match our records, it must be updated before payment can be processed.

OFFICE USE ONLY:

Amount approved: _____ Supporting Councilmember: _____

Agenda date: _____ Vendor Confirmation Date: _____

[illegible]



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Summary

Charitable organization			
Name	ST. BALDRICK'S FOUNDATION, INC.		
Other names (DBAs)	ST. BALDRICK'S, ST. BALDRICK'S DAY, ST. BALDRICK'S CELEBRATION, CHILDHOOD CANCER RESEARCH FOR A CURE, CHILDHOOD CANCER RESEARCH-ST. BALDRICK'S		
Status	Good as of 10/07/2024		
Expires on	05/15/2025	Initial registration	04/22/2005
Registration #	20053003124	Established	05/12/2004, New Jersey
EIN	20-1173824	Form	Corporation
Street	1333 SOUTH MAYFLOWER #400, MONROVIA, CA 91016		
Mailing			
County	LOS ANGELES		
Phone	626-739-2700		
Website	WWW.STBALDRICKS.ORG		
NTEE codes	PHILANTHROPY,VOLUNTARISM,& GRANTMAKING		
Charitable purpose	TO INCREASE AWARENESS OF CHILDHOOD CANCER AND RAISE FUNDS FOR CANCER RESEARCH GRANTS ON BEHALF OF INFANTS, CHILDREN AND TEENS.		
Tax-exempt code	501(C)(3)		
Donations tax deductible?	Yes		
Three-year data			
	06/30/2021	06/30/2022	06/30/2023
Revenue	\$17,486,300.00	\$22,578,479.00	\$23,917,056.00
Expenses	\$16,367,071.00	\$21,215,613.00	\$22,571,673.00
Assets	\$20,802,666.00	\$22,964,481.00	\$25,694,418.00
Liabilities	\$12,036,815.00	\$12,835,661.00	\$14,220,357.00
Program services to total expenses	66%		About financial ratios
Fundraising expenses to contributions	25%		
Actions			
Fines			
Get certificate of registration			
History			
Search IRS Exempt Organizations Select Check			
Subscribe to email notifications			



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 10, 2025

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 2025 GENERAL FUND BUDGET TO THE LATINO CHAMBER OF COMMERCE IN THE AMOUNT OF \$1,100 TO SPONSOR A TABLE AT THE RIO CARNIVAL ANNUAL DINNER DANCE CELEBRATION ON SATURDAY, FEBRUARY 22, 2025 AT THE PUEBLO CONVENTION CENTER

SUMMARY:

Attached for consideration is a request for support of the Latino Chamber of Commerce in the amount of \$1,100 to sponsor a table at the Rio Carnival Annual Dinner Dance Celebration on Saturday, February 22, 2025 at the Pueblo Convention Center.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2024 for \$1,100. City Council also contributed to this event in 2005, 2008, 2015, 2018, 2019, 2020, 2022, and 2023.

BACKGROUND:

City Council Member Brett Boston is requesting \$1,100 to support the Latino Chamber of Commerce's Annual Rio Carnival Annual Dinner Dance Celebration on Saturday, February 22, 2025 at the Pueblo Convention Center. The evening celebration recognizes outstanding community leaders, business organizations, and individuals, while providing a unique and elegant experience highlighting the Latino culture. This is the Latino Chamber's biggest event of the year.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,100 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to the Latino Chamber of Commerce.

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. Latino Chamber 2025 46th Annual Dinner Dance Celebration Sponsor Sheet
2. 2025 Contingencies (Council) Latino Chamber Annual Dinner Rio Carnival
3. Colorado Secretary of State - Organization Record Confirmation Latino Chamber
1.30.25

RESOLUTION NO.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE LATINO CHAMBER OF COMMERCE IN THE AMOUNT OF \$1,100 TO SPONSOR A TABLE AT THE RIO CARNIVAL ANNUAL DINNER DANCE CELEBRATION ON SATURDAY, FEBRUARY 22, 2025 AT THE PUEBLO CONVENTION CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,100 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to the Latino Chamber of Commerce to sponsor a table at the Annual Rio Carnival Annual Dinner Dance Celebration on Saturday, February 22, 2025 at the Pueblo Convention Center.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: February 10, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

ANNUAL DINNER DANCE CELEBRATION



The Latino Chamber of Commerce is excited to host the **Annual Dinner Dance Celebration** on Saturday, February 22nd in beautiful Pueblo, Colorado. The evening celebration recognizes outstanding community leaders, business organizations, and individuals, while providing a unique and elegant experience highlighting the Latino culture. This is the Latino Chamber's biggest event of the year, and we invite you to be a part of it! The 46th Annual Dinner Celebration will include a night of fun, networking, celebration, games, giveaways, dancing, and a silent auction.

PLATINUM | \$5,000 (EXCLUSIVE)

- (1) Reserved corporate table – 10 seats
- Up to a one-minute video played during the event (provided by sponsor)
- Company representative will have the option to provide welcome remarks before dinner
- Full-page advertisement in the event program (provided by sponsor)
- Sponsor signage/banner/pop up displayed during the event
- Media recognition on all Annual Dinner Celebration advertising as a Platinum Sponsor
- Sponsor's promotional items placed on tables during the event
- Sponsor name/logo featured in the presentation & on table signs
- Dedicated display table of resources and materials during the event
- One month banner advertisement on Latino Chamber website (redeemable in 2025)

GOLD | \$4,000

- (1) Reserved corporate table – 10 seats
- Up to a one-minute video played during the event (provided by sponsor)
- Full-page advertisement in the event program (provided by sponsor)
- Sponsor signage/banner/pop up displayed during the event
- Media recognition on all Annual Dinner Celebration advertising as a Gold Sponsor
- Sponsor name/logo featured in the presentation & on table signs
- One month banner advertisement on Latino Chamber website (redeemable in 2025)

SILVER | \$3,000

- (1) Reserved corporate table - 10 seats
- Up to a 30-second video played during the event (provided by sponsor)
- Half-page advertisement in the event program (provided by sponsor)
- Sponsor signage/banner/pop up displayed during the event
- Media recognition on all Annual Dinner Celebration advertising as a Silver Sponsor
- Sponsor name/logo featured in the presentation & on table signs

BRONZE | \$2,000

- 8 Reserved seats for the event
- Half-page advertisement in the event program (provided by sponsor)
- Media recognition on all Annual Dinner Celebration advertising as a Bronze Sponsor
- Sponsor name/logo featured in the presentation & on table signs

COPPER | \$1,000

- 6 Reserved seats for the event
- Quarter-page advertisement in the event program (provided by sponsor)
- Media recognition on all Annual Dinner Celebration advertising as a Copper Sponsor
- Sponsor name/logo featured in the presentation & on table signs

SILENT AUCTION DONATION

- Sponsor name on bid sheets and event literature

CONTRIBUTING | \$500

- Media recognition on all Annual Dinner Celebration advertising as a Contributing Sponsor
- Sponsor name featured in the presentation & event program

TABLES | \$1,100

- Table of 10 seats with customized table sign for your company/family and listed in the event program and presentation

INDIVIDUAL TICKETS | \$110

EVENT PROGRAM ADS | \$250 - \$350

- Quarter Page | \$250
- Half Page | \$300
- Full Page | \$350

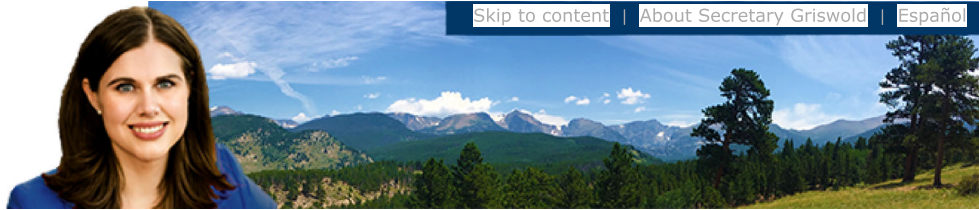
SPONSOR NAME/LOGO MEDIA RECOGNITION INCLUDES

- Customized printed/mailed invitations
- Customized email invitations
- Latino Chamber of Commerce electronic newsletter – El Gritón
- Social media postings on Facebook, Twitter, LinkedIn, and Instagram
- Listing in the Latino Chamber of Commerce calendar of events & the City of Pueblo's community events calendar
- General press release – local/state media distribution

*If your company does not have a video or commercial the Latino Chamber or a member may be able to help. Contact our office at (719) 542-5513



[illegible]



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Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	19901015204
Name:	LATINO CHAMBER OF COMMERCE OF PUEBLO, INC.
Principal Street Address:	215 S Victoria Ave, Pueblo, CO, 81003, US
Principal Mailing Address:	
Registered Agent:	Latino Chamber of Commerce of Pueblo
Registered Agent Street Address:	215 S Victoria Ave, Pueblo, CO, 81003, US
Registered Agent Mailing Address:	
Status:	Good Standing
Form:	Nonprofit Corporation
Jurisdiction:	CO
Formation Date:	1990-03-12

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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 10, 2025

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 2025 GENERAL FUND BUDGET TO TEAM PUEBLO VOLLEYBALL IN THE AMOUNT OF \$1,000 TO SPONSOR THE 2025 CLUB VOLLEYBALL SEASON

SUMMARY:

Attached for consideration is a request for support of Team Pueblo Volleyball in the amount of \$1,000 to sponsor the 2025 Club Volleyball season.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Sarah Martinez is requesting \$1,000 to support Team Pueblo Volleyball for the 2025 Club Volleyball season. Team Pueblo Inc, is a non-profit organization that coaches and competes in high level girls and boys junior volleyball. Team Pueblo has been invited to Nationals this summer and will be representing Southern Colorado in Minneapolis, Minnesota this July. Team Pueblo is fundraising to help players pay for flights, food, tournament fees, and hotels. The team consists of players from Pueblo, Southern Colorado Springs, Fountain, Alamosa, and Canon City and has been competing against Denver and other teams. Team Pueblo is proud to have just won a bid at the National Qualifier tournament in Denver this season, which means Southern Colorado is finally able to compete at a level that Denver, and other big cities are at. Any funding would help grow competitiveness in Southern Colorado, while giving back to the community. Pueblo high school senior, Brady Dunlap, says "We see over all sports that Denver tends to dominate in this competition. We are now finally competing at this high level of play. We are hoping you would like to donate to our cause in growing the sport of volleyball, and sending my team to nationals representing Southern Colorado."

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Team Pueblo Volleyball.

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. Team Pueblo Volleyball Request Letter
2. 2025 Contingencies (Council) Team Pueblo Volleyball
3. Colorado Secretary of State - Organization Record Confirmation Team Pueblo Volleyball

RESOLUTION NO.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO TEAM PUEBLO VOLLEYBALL IN THE AMOUNT OF \$1,000 TO SPONSOR THE 2025 CLUB VOLLEYBALL SEASON

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,000 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Team Pueblo Volleyball in the amount of \$1,000 to sponsor the 2025 Club Volleyball season.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: February 10, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

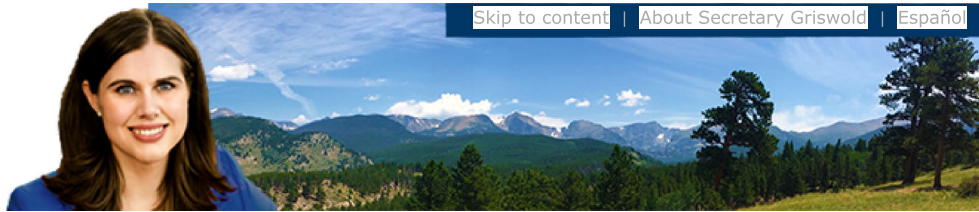


To whom it may concern, I am Brady Dunlap, I am a Senior at Pueblo County high school. I am contacting you about donations or fundraising for my Club volleyball team- Team Pueblo Inc, is a non-profit organization that coaches and competes in high level girls and boys junior volleyball. We are being invited to Nationals this summer. We will be representing Southern Colorado in Minneapolis, Minnesota this July. With this being said it is going to be very costly for us to participate in this event. We are asking for donations or fundraising opportunities, this funding will help our players pay for Flights, food, tournament fees, and hotels. We have players from Pueblo, Southern Colorado Springs, Fountain, Alamosa, and Canon City. We have been competing in Denver with other teams. We just won a bid at our National Qualifier tournament in Denver this season. Southern Colorado is finally able to compete at a level that Denver, and other big cities are at. We would use this and any funding to help grow our competitiveness in Southern Colorado, while giving back to the community. We see over all sports that Denver tends to dominate in this competition. We are now finally competing at this high level of play. We are hoping you would like to donate to our cause in growing the sport of volleyball, and sending my team to nationals representing Southern Colorado.

Thank you

- Brady Dunlap

[illegible]



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Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	20181811336
Name:	Team Pueblo Volleyball, Inc.
Principal Street Address:	27 Purdue St, Pueblo, CO, 81005, US
Principal Mailing Address:	
Registered Agent:	Karin L Dunlap
Registered Agent Street Address:	27 Purdue St, Pueblo, CO, 81005, US
Registered Agent Mailing Address:	
Status:	Good Standing
Form:	Nonprofit Corporation
Jurisdiction:	CO
Formation Date:	2018-10-15

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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 10, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE PUEBLO CHAMBER OF COMMERCE IN THE AMOUNT OF \$2,140.12 TO OFFSET THE COSTS OF HOSTING A DELEGATION FROM CHIHUAHUA, MEXICO ON THURSDAY, JANUARY 30 - SATURDAY, FEBRUARY 1, 2025

SUMMARY:

Attached for consideration is a request for support of the Pueblo Chamber of Commerce in the amount of \$2,140.12 to offset the costs of hosting a delegation from Chihuahua, Mexico on Thursday, January 30 - Saturday, February 1, 2025.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Dennis Flores is requesting \$2,140.12 to offset the costs of hosting a delegation from Chihuahua, Mexico on Thursday, January 30 - Saturday, February 1, 2025. The hopes of this visit is to create collaborative working relationships between the City of Pueblo and Chihuahua's economic development and educational community. CSU Pueblo and PCC will be concentrating on developing partnerships with the visiting Universities to find ways of enrolling students from Mexico into their College and University offering in state tuition as part of the agreement. PEDCO, PURA and the Chambers will be concentrating on finding ways to attract Mexico based business expansion opportunities in Pueblo, similar to GCC. The delegation is comprised of 16 Directors from the commercial, governmental, and education sectors.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$2,140.12 would be paid from the Council

Contingencies Account in the 2025 General Fund Budget to the Pueblo Chamber of Commerce.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Dennis Flores.

ATTACHMENTS:

1. Chihuahua Visitors Agenda January 2025
2. 2025 Contingencies (Council) Greater Pueblo Chamber for Delegation from Chihuahua UPDATED
3. Colorado Secretary of State - Organization Record Confirmation Greater Pueblo Chamber 1.30.25

RESOLUTION NO.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE PUEBLO CHAMBER OF COMMERCE IN THE AMOUNT OF \$2,140.12 TO OFFSET THE COSTS OF HOSTING A DELEGATION FROM CHIHUAHUA, MEXICO ON THURSDAY, JANUARY 30 - SATURDAY, FEBRUARY 1, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$2,140.12 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to the Pueblo Chamber of Commerce to offset the costs of hosting a delegation from Chihuahua, Mexico on Thursday, January 30 - Saturday, February 1, 2025.

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: February 10, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

PUEBLO,
COLORADO



SISTER CITIES
COMMISSION

Chihuahua Visit Hosted by:

City of Pueblo, Colorado State University Pueblo, Pueblo Community College, Pueblo Sister Cities Commission and the Greater Pueblo Chamber of Commerce

Thursday 30 January

- 11:00a Bus Departs Pueblo to Denver International Airport
- 1:26p Chihuahua Flight Arrives at DIA Volaris Airline
- 1:30-2:15 Frank greets them at Baggage Claim
- 2:15p-ish Bus Departs DIA to Pueblo Marriott
- 5:00p Arrive at Marriott
- 6:30p Dinner Angelos Provided by the City of Pueblo

Friday 31 January 2025

- 8:15a Bus departs Marriott to Pueblo Community College
- 8:30a-9:30a Breakfast Provided by Pueblo Community College Fortino Ballroom
- 9:30a-10:45a (Higher Education Focus)
 - Tour of Pueblo Community College and Presentation of Programming
- 0930-1045 (Economic Development Focus)
 - Meeting with Greater Pueblo Chamber, Pueblo Economic Development Corporation, Latino Chamber of Commerce, Pueblo Urban Renewal Authority
- 10:45a Bus departs to City Hall
- 11:00a-12:00p Meeting with Mayor Graham
- 12:00p Bus departs for Colorado State University Pueblo
- 12:20p Ballet Folklorio Performance
- 12:30p-1:30p Lunch Provided by CSU Pueblo-Library
- 1:30p-3:00p (Higher Education Focus)
 - Tour of Colorado State University Pueblo and Presentation of Programming
- 1:30p-3:00p (Economic Development Focus)
 - Bus Tour of Airport Industrial Park
- 3:00p-3:45p Group reconvenes at CSU Pueblo
- 3:50p Bus departs to Marriott
- 6:00p Meet in Hotel Lobby – Sister City Commission members walk guests to Gala
- 6:00p-9:30p Greater Pueblo Chamber of Commerce Gala Tickets Provided by Sister Cities

Saturday 1 February 2025

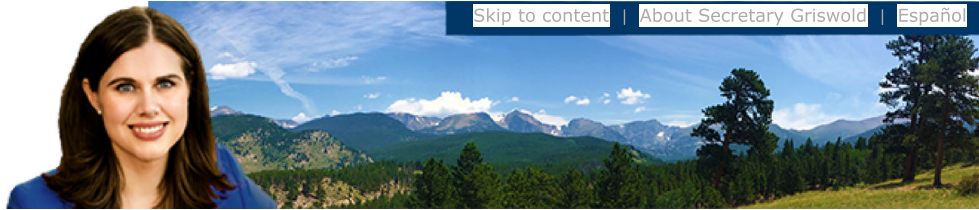
- Breakfast on Your Own
- 10:00a Tour of Pueblo – Meet in the Marriott Lobby

- 10a-10:20a Walking tour – Medal of Honor Statues, Riverwalk Boat House construction, Veterans Bridge, Main St to Riverwalk entrance of the CAV (below 21 Steak)
- 10:20a-10:50a Center For American Values
- 10:50a Walk to Sister City Plaza and talk about the area
- 11:00a – 11:30am El Pueblo History Museum
- 11:30a Walk to Brues Alehouse
- 11:40a – 12:45p Lunch at Brues Alehouse Provided by the City of Pueblo
- 1:00p Board Bus - Continue Tour of Pueblo
 - 1:20p – 1:50p Lake Pueblo State Park, Welcome Center (point out Goodnight Barn and preservation efforts)
 - 2:10p – 2:40p Levy Murals @ Pillar Park – 4th St. Bridge Entrance (View Sister City Mural, Suspension Bridges, White Water Park, Trails)
 - 2:50p – 3:00p Union Depot – Diana Statue
- 3p - Bus departs to Marriott **OR** walk and shop Union Ave on your own
- 3p-5:45p FREE TIME and Prepare for dinner
- 5:45p Bus departs Marriott for Park East Steak House
- 6p-8p Dinner at Park East Provided by Pueblo Sister Cities Commission
- 8:15p Bus Departs for Neon Alley
- 8:45p Arrive at Marriott

Sunday 2 February 2025

- 8:00a Bus departs Marriott for Milberger's
- 8:30a-9:30a Breakfast at Milberger's Provided by PEDCO
- 9:45a Bus departs to Marriott
- 11:00a Departure to DIA
- 1:15p'ish Arrive at DIA Volaris Airline

[illegible]



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Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	19871091067
Name:	PUEBLO CHAMBER OF COMMERCE
Principal Street Address:	302 N Santa Fe Ave, Pueblo, CO, 81003, US
Principal Mailing Address:	3 Wren Way, Pueblo, CO, 81005, US
Registered Agent:	DUANE NAVA
Registered Agent Street Address:	302 N Santa Fe Ave, Pueblo, CO, 81003, US
Registered Agent Mailing Address:	3 Wren Way, Pueblo, CO, 81005, US
Status:	Good Standing
Form:	Nonprofit Corporation
Jurisdiction:	CO
Formation Date:	1910-06-03

[Previous Page](#)

[Confirm](#)



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 10, 2025

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 SECTION 17-2-2, SECTION 17-4-15 AND
SECTION 17-4-51 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO
MUNICIPAL CODE RELATING TO NATURAL MEDICINE

SUMMARY:

Attached for consideration is a text amendment that will amend Chapter 4 of Title XVII of the Pueblo Municipal Code to regulate natural medicine in the City of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

During the 2023 Legislative Session, the Colorado General Assembly passed Senate Bill 23-290 Natural Medicine Regulation and Legalization, which Governor Polis signed into law in May 2023. The legislation is the formal implementation of Proposition 122, which Colorado voters approved in the 2022 general election to legalize natural medicine for personal use for persons 21 years and older. The law does not permit any retail component of natural medicine. Natural medicine instead may be administered by licensed facilitators in a healing center. The legislation tasks the Department of Regulatory Agencies (DORA) and the Department of Revenue (DOR) with regulating natural medicine businesses. DOLA will oversee the training, regulating, and licensing of facilitators, who provide and supervise natural medicine services. DOR will oversee licensing of healing centers and other businesses involved in natural medicines, namely cultivation facilities, product manufacturers, and testing facilities. DOLA will begin accepting natural medicine license applications on December 31, 2024. The Senate Bill prohibits local jurisdictions from prohibiting natural medicine businesses through zoning restrictions, but the legislation allows local jurisdictions to enforce reasonable regulations regarding time, manner, and place. The proposed Text Amendment would add definitions, performance regulations, and changes to the Table of Uses that

altogether regulate where and how natural medicine businesses may operate in Pueblo.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 11, 2024 Regular Meeting, voted 5-0 to recommend approval, Commissioners Maestri and Pasternak absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing by publication of the proposed amendment fifteen (15) days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, Title XVII of the Pueblo Municipal Code will not be amended to reflect the proposed changes relating to natural medicine.

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. ORDINANCE
2. TA-24-01 Attachments

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 17-2-2, SECTION 17-4-15 AND SECTION 17-4-51 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE

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

(brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 17-2-2 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-2-2. Use definitions

. . .

(99.5) Natural Medicine:

a. *Natural medicine, healing center* means a facility where an entity is licensed by the state licensing authority that permits a facilitator, as defined by state laws, and regulations, to provide and supervise natural medicine services for a participant as defined by state laws and regulations, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.

b. *Natural medicine, cultivation facility* means an entity which is licensed by the state licensing authority, that cultivates, prepares, and packages natural medicine products and sells natural medicine products to natural medicine stores, to natural medicine product manufacturing facilities, and to other natural medicine cultivation facilities, but not to consumers.

c. *Natural medicine, products manufacture*, means an entity which may purchase natural medicine; manufacture, prepare, and package natural medicine; and sell natural medicine products to other natural medicine product manufacturing facilities, but not to consumers.

d. *Natural medicine, testing facility* means an entity which may analyze and certify the safety and potency of natural medicine.

SECTION 2.

Section 17-4-15 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-15 Natural Medicine, Business Performance Regulations.

(a) Definitions. As used in this Code, unless the context otherwise requires:

(1) *Natural medicine* means the following substances: psilocybin, or psilocin. It may include the following substances if, and only once they are approved by the state licensing authority: dimethyltryptamine, ibogaine, and/or mescaline but not peyote (*lophophra williamsii* Lemaire). Natural medicine does not include any synthetic, or synthetic analog of these substances, and does not include a derivative of naturally occurring compound of natural medicine that is produced using chemical synthesis, chemical modification, or chemical conversion.

(2) *Natural medicine business* means any of the following entities licensed under the State Regulatory Act and includes a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, or a natural medicine testing facility, or another licensed entity created by the state licensing authority.

(3) *Natural medicine healing center* means a facility where an entity is licensed by the state licensing authority that permits a facilitator as defined by state laws and regulations, to provide and supervise natural medicine services for a participant as defined by state laws and regulations, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.

(4) *Natural medicine product* means a product infused with natural medicine that is intended for consumption as provided and defined by this code and state laws and regulations.

(5) *Natural medicine services* means a preparation session, administrative session, and integration session, as provided by state laws and regulations.

(6) *Participant* means an individual who is twenty-one (21) years of age or older who receives natural medicine services prescribed by and under the supervision of a licensed facilitator, as provided by state laws and regulations.

(7) *Regulated natural medicine* means natural medicine that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by state laws and regulations.

(8) *Regulated natural medicine product* means a natural medicine product that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by state laws and regulations.

(9) *State licensing authority* means the authority created under the Regulatory Act, state laws and regulations for the purpose of regulating and controlling the licensing of the cultivation, manufacturing, testing, storing, distribution, transfer, and dispensation of regulated natural medicine and regulated natural medicine product.

(b) Regulations

(1) Natural medicine businesses shall use an air filtration and ventilation system designed to ensure that the odors from natural medicine and natural medicine products are confined to the premises and are not detectable beyond the property boundaries on which the facility is located.

(2) All storage for natural medicine businesses shall be located within a permanent structure with a fixed location on the ground.

(3) No natural medicine business that provides natural medicine services shall operate out of a building that is within one thousand (1,000) feet of a childcare center; preschool; elementary, middle, junior or high school which offers in person classes, testing, and/or programs or a residential childcare facility. The 1,000-foot distance requirement does not apply to a licensed natural medicine facility located on land owned by the City or the state of Colorado or apply to a licensed facility that was actively doing business under a valid license issued by the state licensing authority before the school or childcare facility was established.

(4) Processing of Natural Medicine:

- a. The processing of natural medicine that includes the use of hazardous materials, including, without limitation, and by way of example, flammable and combustible liquids, carbon dioxide, and liquified petroleum gases, such as butane, is prohibited.
- b. Nonhazardous materials used to process natural medicine shall be stored in a manner so as to mitigate and ensure odors are not detectable beyond the property boundaries on which the processing facility is located, or the exterior walls of the processing facility associated with the processing of natural medicine.
- c. The processing of natural medicine shall meet the requirements of all adopted City building and life/safety codes.

SECTION 3.

Section 17-4-51 of the Pueblo Municipal Code is hereby amended to read as follows:

...

(c) Permitted Use Table

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																	
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5
COMMERCIAL USES																																					
Retail	Bakery, retail	(15)														S		C	C	P	P	P	P	P	C	C	C	C			P						
	Flea market	(57)																		S	S	S							S	S	P	S					
	Mobile home sales	(95)											S							S									S	S	S						
	Pawnshop	(108)											S						S	P	S	P							S	S	P						
	Pharmacy	(112)														C	S	C	C	P	P	P	C	C	C	C	C	C			P						
	Precious metal purchaser	(115)																	S	P	P	S									P						
	Reserved	(132)a.																																			
	Retail sales, big box	(132)c.																	S	P	P	P									P						
	Retail sales, building materials	(132)d.																	S	C	C	C								P	P	P					
	Retail sales, garden center	(132)e.		P	P	P	P							S					C	P	P	P	P	S	S	S	S	S	S	S	S	P					
	Retail sales, general	(132)f.												P		S		C	P	P	P	P	P	S	P	P	P	P			P						
	Retail sales, liquor store	(132)g.												P					S	P	P	P	S		S	S	S	S			P						
	Retail sales, retail marijuana	(131)c.																			C	C	C								C	C					
	Natural medicine, healing center	(99.5)a.	§ 17-4-15										P	P			P	P	P	P	P	P															
	Reserved	(132)j.																																			

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																									
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5								
COMMERCIAL USES (CONT.)																																													
Commercial Services	Beauty salon or barbershop	(19)	§ 17-4-51 (d)(2)														P	P					S	S	P	P	P	P	P	C	C	P	P	P	P				P						
	Body art studio	(23)																			S	P	P	P	P			S	S	S	S				P										
	Car wash	(28)																P		P	P	P	P	P	S	S							P	P	P										
	General service	(62)												S	S			S			S	P	P	P	P	P	P	P	P	S	S	P	P	P	P	S	S	P							
	Laundromat	(79)																P			P	P	P	P	P	P	S							P											
	Laundry service	(80)																			S	P	P	P	S	S							S	P	P										
	Massage establishment	(86)															S	S			S	P	P	P	P	P	S	S	P	P	P	P													
	Medical marijuana testing facility	(87)e.																																			C	C	C						
	Photography studio	(112.5)													P	P			S	P	P	P	P	P	P	C	C	P	P	P	P	P	P	P	P	P	P	P							
	Print shop	(116)																			S	P	P	P	P			S	S	S	S	P	P	P											
	Retail marijuana testing facility	(131)d.																																											
	Natural medicine testing facility	(99.5)d.	§ 17-4-15																																										

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4
INDUSTRIAL USES																																				
Production and Processing	Butcher shop	(27)																P	P	P	P	P	P	S							P					
	Commissary	(37)																		S	S	P								P	S	P				
	Food and drink processing facility, major	(58)a.		S	S																	S								S	S	P				
	Food and drink processing facility, minor	(58)b.		P	P															S	S	P	S	S					P	P	P					
	Food warehousing	(59)		P	P															S	S	C	S	S					C	C	P					
	Medical marijuana infused product manufacturing facility	(87)d.	§ 17-15-01 thru 17-15-09																				C							C	C	C				
	Microbrewery	(88)																		S	S	S			S				P	P	P					
	Retail marijuana product manufacturing facility	(131)b.																												C	C	C				
	Natural Medicine product manufacturing facility	(99.5)c.	§ 17-4-15																				P							P	P	P				
	Manufacturing and Production	Batch plant	(18)																												P	P	P			
Manufacturing and production		(85)																				P							P	P	P					
Woodworking		(160)																			C	C	P						P	P	P					

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																		
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5	
INDUSTRIAL USES (CONT.)																																						
Other Industrial	Auction house	(9)		S	S																	S								P	P	P						
	Exterminator	(51)																													P	P	P					
	Medical marijuana cultivation facility	(87)b.																																				
	Natural Medicine cultivation facility																																					
		(99.5)b.	§ 17-4-15																																			
	Power plant	(114)																																				
	Retail marijuana cultivation facility	(131)a.																																				
	Refinery	(123)																																				
	Taxidermist	(143)																																				
	Tree service	(149)																																				

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 become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday December 11, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:33 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent: Chris Pasternak and Regina Maestri

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; Hannah Prinzi, Planner.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move V-23-09 and Z-24-06 to the January 8th, 2025, meeting approve the agenda as amended, seconded by Spinuzzi

Motion Passed: 5-0

Public Hearings

- 6. TA-24-01** **Text Amendment:** An Ordinance amending Sections 17-2-2, 17-4-15, and 17-4-51 of the Pueblo Municipal Code relating to Natural Medicine. The proposed text defines natural medicine uses, creates natural medicine use performance standards, and establishes natural medicine uses as permitted uses certain zone districts. Staff Report by Hannah Prinzi, Planner.

Public Hearing: No one appeared in opposition.

Commission Action: Bailey moved to recommend the text amendment application to City Council, seconded by Spinuzzi.

Motion Passed: 5-0

TEXT AMENDMENT TA-24-01

TO: City of Pueblo Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner; Bart Mikitowicz, Senior Planner; Hannah Prinzi, Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: December 11, 2024

SUBJECT: AN ORDINANCE AMENDING SECTION 17-2-2, SECTION 17-4-15, AND SECTION 17-4-51 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE

BACKGROUND:

During the 2023 Legislative Session, the Colorado General Assembly passed Senate Bill 23-290 Natural Medicine Regulation and Legalization, which Governor Polis signed into law in May 2023. The legislation is the formal implementation of Proposition 122, which Colorado voters approved in the 2022 general election to legalize natural medicine for personal use for persons 21 years and older. The law does not permit any retail component of natural medicine. Natural medicine instead may be administered by licensed facilitators in a healing center. The legislation tasks the Department of Regulatory Agencies (DORA) and the Department of Revenue (DOR) with regulating natural medicine businesses. DORA will oversee the training, regulating, and licensing of facilitators, who provide and supervise natural medicine services. DOR will oversee licensing of healing centers and other businesses involved in natural medicines, namely cultivation facilities, product manufacturers, and testing facilities. DORA will begin accepting natural medicine license applications on December 31, 2024.

The Senate Bill prohibits local jurisdictions from prohibiting natural medicine businesses through zoning restrictions, but the legislation allows local jurisdictions to enforce reasonable regulations regarding time, manner, and place. The proposed Text Amendment would add definitions, performance regulations, and changes to the Table of Uses that altogether regulate where and how natural medicine businesses may operate in Pueblo.

ANALYSIS:

The Planning and Community Development Department proposes to regulate natural medicine businesses in the City of Pueblo by first adding four new use definitions to Section 17-2-2 of the Pueblo Municipal Code: 1) Natural medicine healing center, 2) Natural medicine cultivation facility, 3) Natural medicine products manufacturer, and 4) Natural medicine testing facility. A healing center is where a participant may receive services from a state-licensed facilitator, who supervises the participant as they consume and experience the effects of regulated natural medicine products. As per state law, participants must be 21 years and older. A cultivation facility is a state-licensed entity that cultivates, prepares, and packages natural medicine products. The cultivation facility may not sell to consumers—only to product manufacturers or other cultivation facilities. A product manufacturer is a state-licensed entity that may purchase, manufacture, prepare, and sell natural medicine products to other natural medicine

manufacturers, but not to consumers. A testing facility is a state-licensed entity that may analyze and certify the safety and potency of natural medicine.

The four use definitions (healing center, cultivation facility, product manufacturer, and testing facility) would be added to Section 17-4-51, Permitted Use Table, to regulate where each use is permitted. A natural medicine healing center would be allowed as a use by-right in a Neighborhood Office (O-1), Multiple Residential and Office (R-5), Multiple Residential and Commercial (R-6), and all Business Districts (B-1 through B-4 & BP). The healing center would not be permitted in any solely residential Zone Districts (R-1 through R-3) or in the Historic and HARP Zone Districts (HB & HARP-1 through HARP-3). The other three uses—the cultivation facility, product manufacturer, and testing facility—are not permitted in any Residential Zone District. A testing facility, cultivation facility, and product manufacturer would be allowed as a use by-right in a Business Park (BP) and all Industrial Zone Districts (I-1 through I-3).

Finally, the proposed Text Amendment would add Sec 17-4-15, Natural Medicine, Business Performance Regulations, to Title XVII of the Pueblo Municipal Code. This Section would reiterate the four use definitions (healing center, cultivation facility, products manufacturer, and testing facility) and add five non-use definitions: natural medicine product, natural medicine services, participant, regulated natural medicine, regulated natural medicine product, and state licensing authority. The section would then create performance regulations for all natural medicine businesses. The first is that natural medicine businesses shall use an air filtration and ventilation system to confine odors to the premises. Second, all storage must be within a permanent structure on a fixed location on the ground. Third, no healing center shall be operated out of a building within 1,000 feet of a school that offers in-person classes, testing, and/or programs. “School” includes a childcare center, preschool, elementary, middle, junior, or high school. This buffer does not apply for healing centers located on land owned by the City of Pueblo or the State of Colorado, or for centers that were actively doing business under a valid license before the school was established. The final regulations address processing of natural medicine. It prohibits the use of hazardous materials—including, but not limited to, flammable and combustible liquids, carbon dioxide, and liquified petroleum gases like butane—in the processing of natural medicine. Nonhazardous materials used for processing must be stored in a way that mitigates potential nuisance and ensures odors are not detectable beyond the property. Every step of processing must meet requirements of all City building and life/safety codes.

RECOMMENDATION:

If the Planning and Zoning Commission finds the proposed natural medicine definitions, performance regulations, and modified land use table are appropriate, staff recommends a recommendation of **APPROVAL** of the Text Amendment to be forwarded to City Council.

ATTACHMENTS:

- a. Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION TWO OF CHAPTER TWO, SECTION FIFTEEN OF CHAPTER FOUR AND SECTION FIFTY-ONE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE.

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 17-2-2 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-2-2. Use definitions

...

(99.5) Natural Medicine:

a. *Natural medicine, healing center* means a facility where an entity is licensed by the state licensing authority that permits a facilitator, as defined by state laws, and regulations, to provide and supervise natural medicine services for a participant as defined by state laws and regulations, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.

b. *Natural medicine, cultivation facility* means an entity which is licensed by the state licensing authority, that cultivates, prepares, and packages natural medicine products and sells natural medicine products to natural medicine stores, to natural medicine product manufacturing facilities, and to other natural medicine cultivation facilities, but not to consumers.

c. *Natural medicine, products manufacture*, means an entity which may purchase natural medicine; manufacture, prepare, and package natural medicine; and sell natural medicine products to other natural medicine product manufacturing facilities, but not to consumers.

d. *Natural medicine, testing facility* means an entity which may analyze and certify the safety and potency of natural medicine.

SECTION 2.

Section 17-4-15 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-15 Natural Medicine, Business Performance Regulations.

(a) Definitions. As used in this Code, unless the context otherwise requires:

- (1) *Natural medicine* means the following substances: psilocybin, or psilocin. It may include the following substances if, and only once they are approved by the state licensing authority: dimethyltryptamine, ibogaine, and/or mescaline but not peyote (*Lophophora williamsii* Lemaire). Natural medicine does not include any synthetic, or synthetic analog of these substances, and does not include a derivative of naturally occurring compound of natural medicine that is produced using chemical synthesis, chemical modification, or chemical conversion.
- (2) *Natural medicine business* means any of the following entities licensed under the State Regulatory Act and includes a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, or a natural medicine testing facility, or another licensed entity created by the state licensing authority.
- (3) *Natural medicine healing center* means a facility where an entity is licensed by the state licensing authority that permits a facilitator as defined by state laws and regulations, to provide and supervise natural medicine services for a participant as defined by state laws and regulations, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.
- (4) *Natural medicine product* means a product infused with natural medicine that is intended for consumption as provided and defined by this code and state laws and regulations.
- (5) *Natural medicine services* means a preparation session, administrative session, and integration session, as provided by state laws and regulations.
- (6) *Participant* means an individual who is twenty-one (21) years of age or older who receives natural medicine services prescribed by and under the supervision of a licensed facilitator, as provided by state laws and regulations.
- (7) *Regulated natural medicine* means natural medicine that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by state laws and regulations.
- (8) *Regulated natural medicine product* means a natural medicine product that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by state laws and regulations.
- (9) *State licensing authority* means the authority created under the Regulatory Act, state laws and regulations for the purpose of regulating and controlling the licensing of the cultivation, manufacturing, testing, storing, distribution, transfer, and dispensation of regulated natural medicine and regulated natural medicine product.

(b) Regulations

- (1) Natural medicine businesses shall use an air filtration and ventilation system designed to ensure that the odors from natural medicine and natural medicine products are confined to the premises and are not detectable beyond the property boundaries on which the facility is located.
- (2) All storage for natural medicine businesses shall be located within a permanent structure with a fixed location on the ground.

(3) No natural medicine business that provides natural medicine services shall operate out of a building that is within one thousand (1,000) feet of a childcare center; preschool; elementary, middle, junior or high school which offers in person classes, testing, and/or programs; or a residential childcare facility. The 1,000-foot distance requirement does not apply to a licensed natural medicine facility located on land owned by the City or the state of Colorado or apply to a licensed facility that was actively doing business under a valid license issued by the state licensing authority before the school or childcare facility was established.

(4) Processing of Natural Medicine:

- a. The processing of natural medicine that includes the use of hazardous materials, including, without limitation, and by way of example, flammable and combustible liquids, carbon dioxide, and liquified petroleum gases, such as butane, is prohibited.
- b. Nonhazardous materials used to process natural medicine shall be stored in a manner so as to mitigate and ensure odors are not detectable beyond the property boundaries on which the processing facility is located, or the exterior walls of the processing facility associated with the processing of natural medicine.
- c. The processing of natural medicine shall meet the requirements of all adopted City building and life/safety codes.

SECTION 3.

Section 17-4-51 of the Pueblo Municipal Code is hereby amended to read as follows:

...

(c) Permitted Use Table

Table of Uses																																														
USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																										
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5									
COMMERCIAL USES (CONT.)																																														
Commercial Services	Beauty salon or barbershop	(19)	§ 17-4-51 (d)(2)													P	P					S	S	P	P	P	P	P	C	C			P	P	P	P										
	Body art studio	(23)																				S	P	S	P	P	P							S	S	S	S			P						
	Car wash	(28)															P						P	P	P	P	P	P	S	S							P	P	P							
	General service	(62)														S	S					S		S	P	P	P	P	P	P	P	P	P	P	P	P	S	S	P							
	Laundromat	(79)																P					P	P	P	P	P	P	P	S								P								
	Laundry service	(80)																					P		S	P	P	P	P	S	S							S	P	P						
	Massage establishment	(86)															S	S					P	P	P	P	P	P	S	S							P	P	P	P						
	Medical marijuana testing facility	(87)e.																																												
	Photography studio	(112.5)															P	P					S	P	P	P	P	P	P	C	C															
	Print shop	(116)																								S	P	P	P																	
	Retail marijuana testing facility	(131)d.																								S	P	P	P																	
	Natural medicine testing facility	(99.5)d.	§ 17-4-15																																											

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																		
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5	
INDUSTRIAL USES																																						
Food Production and Processing	Butcher shop	(27)																P	P	P	P	P	P	S								P						
	Commissary	(37)																		S	S	P								P	S	P						
	Food and drink processing facility, major	(58)a.		S	S																S								S	S	P							
	Food and drink processing facility, minor	(58)b.		P	P															S	S	P	S	S					P	P	P							
	Food warehousing	(59)		P	P															S	S	C	S	S					C	C	P							
	Medical marijuana infused product manufacturing facility	(87)d.	§ 17-15-01 thru 17-15-09																			C								C	C	C						
	Microbrewery	(88)																		S	S	S			S				P	P	P							
	Retail marijuana product manufacturing facility	(131)b.																				C								C	C	C						
	Natural Medicine product manufacturing facility	(99.5)c.	§ 17-4-15																			P								P	P	P						
Manufacturing and Production	Batch plant	(18)																												P	P	P						
	Manufacturing and production	(85)																			P								P	P	P							
	Woodworking	(160)																		C	C	P							P	P	P							

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																	
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5
INDUSTRIAL USES (CONT.)																																					
Other Industrial	Auction house	(9)		S	S																		S							P	P	P					
	Exterminator	(51)																													P	P	P				
	Medical marijuana cultivation facility	(87)b.																				C								C	C	C					
	Natural Medicine cultivation facility	(99.5)b.	§ 17-4-15																			P								P	P	P					
	Power plant	(114)																														S					
	Retail marijuana cultivation facility	(131)a.																				C								C	C	C					
	Refinery	(123)																														P					
	Taxidermist	(143)																											S	P	P						
	Tree service	(149)																												P	P						

The officers and staff of the City are authorized and directed 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 become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

- ☐ Approved on _____.
- ☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

Acting City Clerk

**DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO**

Submitted November 21, 2024

Published November 26, 2024

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the 11th day of December, 2024 in the **City Council Chambers**, 1 City Hall Place.

The Planning and Zoning Commission of Pueblo will hold a hearing for the following:

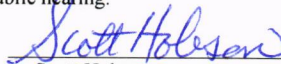
TA-24-01: An Ordinance amending Sections 17-2-2, 17-4-15, and 17-4-51 of the Pueblo Municipal Code relating to Natural Medicine.

The proposed text defines natural medicine uses, creates natural medicine use performance standards, and establishes natural medicine uses as permitted uses in certain zone districts.

A draft of the proposed text amendments 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 Text Amendment 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: February 10, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE COLORADO DEPARTMENT OF TRANSPORTATION, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2508, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$128,000.00 TO PROJECT NO. CI2508 TO INSTALL TRAIL SIGNAGE

SUMMARY:

This Ordinance approves and accepts a grant awarded from The Colorado Department of Transportation in the amount of \$128,000.00 to install signage along the City's trail system.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The City received a grant from the Department of Transportation for the purchase and installation of trail signs along the Arkansas River and Fountain Creek trails. The project will include signage for identifying trail heads and access points, wayfinding signs directing users to the access points, etiquette signs, and a variety of informational signs placed along the trail.

The City will work with the Pueblo Conservancy District and the Fountain Creek Watershed District in coordinating a signage system that benefits all of the partners in developing a unique and well thought out sign program.

FINANCIAL IMPLICATIONS:

There is no match required for this grant.

BOARD/COMMISSION RECOMMENDATION:

The Pueblo Area of Council of Governments (PACOG) approved the funding of this project at their June 27th meeting.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should the Council choose not to approve this grant agreement then those improvements will not be completed.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 491003804-Pueblo City of _MMOF-S_Arkansas River and Fountain Creek Signage

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE COLORADO DEPARTMENT OF TRANSPORTATION, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2508, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$128,000.00 TO PROJECT NO. CI2508 TO INSTALL TRAIL SIGNAGE

WHEREAS, The Colorado Department of Transportation tendered a grant award using MMOF-S Program funds in the total amount of \$128,000.00 upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the funding 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.

Grant Agreement Number 25-HTD-ZL-00123, ("Agreement") between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Department of Transportation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

Project No. CI2508 – River Trail Signage is hereby established.

SECTION 4.

The grant award from the Colorado Department of Transportation, totaling \$128,000.00 is hereby approved and accepted in accordance with the Agreement.

SECTION 5.

All funds accepted pursuant to this Ordinance shall be budgeted and appropriated into Project No. CI2508. Said funds shall only be expended and used for this project.

SECTION 6.

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

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 January 27, 2025.

Final adoption of Ordinance by City Council on February 10, 2025.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency Department of Transportation	Agreement Number/PO Number 25-HTD-ZL-00123 / 491003804
Grantee City of Pueblo	Agreement Performance Beginning Date The Effective Date
Grant Agreement Amount MMOF-S Funds Maximum Amount	Initial Agreement Expiration Date September 30, 2026
\$128,000.00	Fund Expenditure End Date September 30, 2026
Total for all State Fiscal Years \$128,000.00	Agreement Authority Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117, 43-2-101(4)(c), 43-4-811(2), SB18-001, SB17-228 and SB17-267.
Agreement Purpose The purpose of this Grant is for CDOT to disburse MMOF-S Program Funds to Grantee to conduct work within the provisions of this Grant.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: 1. Exhibit A, Statement of Work and Budget. 2. Exhibit B, Sample Option Letter. 3. Exhibit C, Title VI-Civil Rights. In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit C, Title VI-Civil Rights. 2. Colorado Special Provisions in §17 of the main body of this Agreement. 3. The provisions of the other sections of the main body of this Agreement. 4. Exhibit A, Statement of Work and Budget. 5. Executed Option Letters (if any).	
Principal Representatives For the State: Michael Snow Division of Transportation Development 2829 W. Howard Place Denver, CO 80204 michael.snow@state.co.us For Grantee: Steven Meier Director – Pueblo Transit City of Pueblo 350 Alan Hamel Ave Pueblo, CO 81003 smeier@pueblo.us	

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE City of Pueblo By: _____ Name: _____ Title: _____ Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: _____ Name: _____ Title: _____ Date: _____
Second Grantee Signature if Needed By: _____ Name: _____ Title: _____ Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General _____ By: Assistant Attorney General Date: _____
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD _____ By: Department of Transportation Effective Date: _____	

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Grantee, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the Grant Maximum Amount payable to Grantee hereunder.

F. Grantee's Termination Under State Requirements

Grantee may request termination of this Grant by sending notice to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. **"Budget"** means the budget for the Work described in Exhibit A.
- D. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- E. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.
- F. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Grantee's Work that is intended to be delivered by Grantee.
- G. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- H. **"End of Term Extension"** means the time period defined in §2.D.

- I. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- J. **“Extension Term”** means the time period defined in §2.C.
- K. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- L. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- M. **“Grant Maximum Amount”** means an amount equal to the total of Grant Funds for this Agreement.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- O. **“Initial Term”** means the time period defined in §2.B.
- P. **“Matching Funds”** (Local Funds) means the funds provided by Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- R. **“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. 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.
- S. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- T. **“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, 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 Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, 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.
- U. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. **“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.
- W. **“State Records”** means any and all State data, information, and records, regardless of physical form.
- X. **“Subcontractor”** means any third party engaged by Grantee to aid in performance of the Work. **“Subcontractor”** also includes sub-grantees of Grant Funds.
- Y. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- Z. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and

any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Grant 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 Agreement that exceeds the Grant Maximum Amount for that State Fiscal Year shown on the Cover Page of this Agreement as “MMOF-S Funds Maximum Amount”.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the conditions set forth in Exhibit A.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.
- d. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days’ interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee’s receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State’s review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant

Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

C. Matching Funds

Grantee shall provide Matching Funds as provided in §5.A and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. If Grantee is a public entity, Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

- i. Any costs incurred by Grantee prior to the Effective Date shall not be reimbursed.
- ii. The State shall reimburse Grantee's allowable costs, not exceeding the Grant Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Grantee may adjust the amounts between each line item of Exhibit A 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 Grant Maximum Amount of this Agreement or the Grant Maximum Amount for any State Fiscal Year, and the change does not modify any requirements of the Work.
- iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:
 - a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
 - b. 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.)
- iv. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted

to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. 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 Federal Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the "Grantee Records"). Grantee shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State and any other duly authorized agent of the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State and any other duly authorized agent of the State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement 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.

D. 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 Agreement or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

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 Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions 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 provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. 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 Agreement, 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, Grantee 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. Unless Grantee can establish that Grantee, and its agents, employees, and Subcontractors are not the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. 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. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Grantee's sole expense, require Grantee to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Grantee shall provide the State with the results of such audit and evidence of Grantee's planned remediation in response to any negative findings.

E. Data Protection and Handling

Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. 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.

9. CONFLICTS OF INTEREST

A. Actual 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 Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State’s interests. 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 Agreement.

C. Disclosure to the State

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. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. 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 Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Grantee employs or contracts with any State employee, any former State employee within six months following such employee’s termination of employment with the State, or any immediate family member of such current or former State employee. Grantee shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Grantee may also be subject to such penalties as are allowed by law.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers’ Compensation

Workers’ compensation insurance as required by state statute, and employers’ liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

D. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

E. Cancellation

All 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 Grantee and Grantee shall forward such notice to the State in accordance with §14 within 7 days of Grantee's receipt of such notice.

F. Subrogation Waiver

All insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

H. Certificates

For each insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement prior to the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES**A. State's Remedies**

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, 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 information provided by or on behalf of the State to Grantee are the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS**A. Assignment**

Grantee's rights and obligations under this Agreement 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 Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§16.A.**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into

this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. 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 Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A.**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

- i. Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- ii. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

T. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit C at all times during the term of this Agreement.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

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

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

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee 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 Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee 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.

Grantee 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 Agreement. 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 Agreement 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 Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee'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 Agreement 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 Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement 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 Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests

made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Grantee (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

EXHIBIT A, STATEMENT OF WORK AND BUDGET**River Trail Signs****City of Pueblo**

Scope of Work

Project Information:

- Owner – City of Pueblo
- Project Location – Citywide
- Project Manager –
Steven Meier, Director of Parks and Recreation
800 Goodnight Ave.
Pueblo, CO 81005
smeier@pueblo.us
719-553-2790
- Amount of Award – **\$128,000**

Scope of Work:

The project will consist of the purchase and installation of signs along the Arkansas River and Fountain Creek trails. The project will four (4) different types of signs that will direct the users to the trail system, identify trail heads, provide trail etiquette and general information. The following is a breakdown of the project:

No.	Description	Qty
1.	Trailhead Access Sign	Max. 25
2.	Etiquette Signs	Approx. between 25 – 36
3.	Wayfinding signs	Approx. between 12 – 40
4.	Informational signs	Approx. between 20 – 40
5.	Mounting poles	Varies on number of signs
6.	Misc. hardware	As needed
7.	Signs graphics	As needed / inhouse & by vendor
8.	Installation	As needed / inhouse & by vendor

Budget:

MMOF Funds:	\$128,000
Match:	\$0
TOTAL Project cost:	\$128,000

Anticipated Project timeline: Agreement Execution Date - September 30, 2026

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation	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 Contract Number of the Original Contract
Current Grant Agreement Amount MMOF-S Funds Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Local Funds \$0.00 Total for All State Fiscal Years \$0.00	Option Agreement Number Insert CMS number or Other Contract Number of this Option Agreement Performance Beginning Date The later of the Effective Date or Month, Day, Year Current Agreement Expiration Date Month, Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term or End of Term Extension.

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

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 Department of Transportation Shoshana M. Lew, Executive Director By: _____ Name: _____ Title: _____ Date: _____	In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Option Letter Effective Date: _____
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EXHIBIT C, TITLE VI – CIVIL RIGHTS

Nondiscrimination Requirements

The Parties shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this Agreement, the Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the “Grantee”) agrees as follows:

- (1) **Compliance with Regulations:** The Grantee shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Grantee, with regard to the Work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subgrantees, including procurements of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subgrantees, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Grantee for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subgrantee or supplier shall be notified by the Grantee of the Grantee's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
- (4) **Information and Reports:** The Grantee shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information the Grantee shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the Colorado Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the Grantee under the Agreement until the Grantee complies, and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The Grantee shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Grantee shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a Grantee becomes involved in, or is threatened with, litigation with a subgrantee or supplier as a result of such direction, the Grantee may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 10, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO URBAN RENEWAL AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, RELATING TO THE SALE OF PROPERTY DESCRIBED AS LOT 14, BLOCK 46, EAST PUEBLO, SCHEDULE #431120007, 800 BLOCK E 3RD ST., PUEBLO CO 81001 FOR AN AMOUNT OF TWO THOUSAND DOLLARS (\$2,000.00), AND AUTHORIZING THE MAYOR TO DO THE SAME

SUMMARY:

Attached is an Ordinance approving, and authorizing the Mayor to sign, an agreement for the City to An unaddressed parcel of unimproved land located in the 800 Block of East 3rd, Pueblo, CO 81001 to Pueblo Urban Renewal Authority for two thousand dollars (\$2,000.00)

PREVIOUS COUNCIL ACTION:

Not Applicable.

BACKGROUND:

The unaddressed property at the 800 block of East 3rd Street was acquired by the City through the redemption of a tax lien. The Property is more specifically designated as:
Parcel: 431120007

Legal Description: Lot 14, Block 46, East Pueblo, County of Pueblo, State of Colorado

FINANCIAL IMPLICATIONS:

The City will receive \$2,000.00 from the sale. Closing costs and fees will be paid by the Pueblo Urban Renewal Authority. The Pueblo Urban Renewal Authority will pay for title insurance. Proceeds of the sale will go to the City's general fund.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council may decide not to sell this property.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Agreement to Sell Real Estate- Urban Renewal

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO URBAN RENEWAL AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, RELATING TO THE SALE OF PROPERTY DESCRIBED AS LOT 14, BLOCK 46, EAST PUEBLO, SCHEDULE #431120007, 800 BLOCK E 3RD ST., PUEBLO CO 81001 FOR AN AMOUNT OF TWO THOUSAND DOLLARS (\$2,000.00), AND AUTHORIZING THE MAYOR TO DO THE SAME

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

SECTION 1.

The Agreement to Buy and Sell Real Estate ("Agreement") dated <>, between the City of Pueblo, a Municipal Corporation, and Pueblo Urban Renewal Authority, a Public Body Corporate and Politic of the State of Colorado, a drafted copy of which is attached hereto and is incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is authorized to fix the seal of the City thereto and attest same. The Mayor is further authorized to execute and deliver the accompanying Special Warranty Deeds and related documents at closing, transferring the property owned by the City to Pueblo Urban Renewal Authority in the manner described in the Agreement.

SECTION 3.

Proceeds from the sale in the amount of \$2,000.00 are to be deposited into General Fund.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement appropriate to implement the transactions described therein.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 27, 2025.

Final adoption of Ordinance by City Council on February 10, 2025.

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 TO BUY AND SELL REAL ESTATE

THIS AGREEMENT ("Agreement") is made the ____ day of ____, 2025 ("Effective Date"), between the City of Pueblo, a Colorado municipal corporation, (hereinafter called the "Seller"), and the Pueblo Urban Renewal Authority, a public body corporate and politic of the State of Colorado (hereinafter called the "Purchaser").

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, terms and conditions set forth herein, the parties agree as follows:

1. Property Defined. The Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to purchase from the Seller, all the certain plat, piece, and parcel of land having the following legal descriptions:

Parcel: 431120007

Legal Description: Lot 14, Block 46, East Pueblo

all in the County of Pueblo, State of Colorado

Upon full payment to Purchaser of all sums due, the Property shall be conveyed by Special Warranty Deed ("Deed"), the form of which, marked as Appendix 1, are attached hereto, and incorporated herein by reference. Subject to Purchaser's right to object to title exceptions established by Section 5, the Property shall be conveyed subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way, and conditions of record and zoning and subdivision regulations and regulations of the City of Pueblo and the Permitted Exceptions (as hereinafter defined), which shall be listed as exceptions in the Special Warranty Deed, subject to satisfaction of the conditions listed in this Agreement.

2. Purchase Price. Purchaser shall pay \$2,000.00, to be paid as provided in, and subject to, Paragraph 3 below (the "Purchase Price").

3. Payment of Purchase Price. The Purchase Price for the Property shall be payable at Closing in cash or certified funds.

4. Real Property Taxes. General real property taxes and assessments for tax year 2025, if any, shall be prorated and paid at Closing by the Purchaser on the basis of the 2024 tax year.

5. Title Commitment and Policy. Within ten (10) days of the date hereof and, in any event, at least twenty (20) days prior to the Closing Date, Seller shall order and obtain, and deliver to Purchaser, at Purchaser's expense, a current commitment for extended coverage title insurance in the amount of the Purchase Price, together with legible copies of all documents listed as exceptions therein, and a current certificate of taxes due with respect to the Property, from a title company selected by Seller, and reasonably acceptable to Purchaser, authorized to issue title insurance in the state of Colorado (the "Title Company"), on the current standard form of extended ALTA Owners Policy (collectively, the "Title Commitment"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to Purchaser. Purchaser shall have the right to review the Title Commitment and the title documents and notify Seller in writing of any title objections to the title exceptions set forth in the Title Commitment. Seller shall have five (5) days from receipt of notice of such objections within which to

eliminate or modify (or agree in writing to so eliminate or modify) any such unacceptable exceptions to the reasonable satisfaction of Purchaser, but Seller shall have no obligation whatsoever to so eliminate or modify any such unacceptable exceptions. In the event that Seller is unable or unwilling to eliminate or modify (or agree in writing to so eliminate or modify) such unacceptable exceptions to the reasonable satisfaction of Purchaser on or before the expiration of said five (5) day period, Seller shall notify Purchaser in writing of such fact within said five (5) day period or be deemed to have so notified Purchaser with respect to all such unacceptable exceptions not theretofore cured upon the fifth (5th) day of said period. In such event, Purchaser shall, prior to the Closing Date either (i) waive such objections and accept title to the Property subject to title exceptions set forth in the Title Commitment (the "Permitted Exceptions"), or (ii) terminate this Agreement by written notice to Seller, whereupon this Agreement shall automatically be terminated and of no further force and effect, except as otherwise expressly set forth herein. At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to Purchaser the owner's title insurance policy referred to above (the "Title Policy"), issued by the Title Company insuring Purchaser's title to the Property consistent with the Title Commitment subject only to taxes and assessments for the year of Closing and subsequent years, subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way and conditions of record and zoning and subdivision regulations and regulations of the City of Pueblo and the Permitted Exceptions. At Closing, Purchaser shall pay the premium for the Title Policy. Purchaser may obtain such other endorsements to the Title Policy as Purchaser desires, at the expense of Purchaser. Subject to Purchaser's right to object to title exceptions and right to terminate this Agreement, Purchaser shall provide such affidavits or certificates, and pay such expenses, as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

6. Closing Time and Place. Closing of the transaction contemplated hereby ("Closing") shall be held at the offices of Land Title Guarantee Company ("LTGC"), 503 N. Main Street, Suite 2, Pueblo, Colorado 81003, at a date and time as agreed by Seller and Purchaser.

7. Closing Costs. The Purchaser shall be responsible for all closing costs.

8. Broker. Purchaser and Seller represent and warrant to the other that no broker or finder has been engaged by such Party in connection with this transaction. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against Seller by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Purchaser.

9. Disclaimers. Except as expressly set forth in this agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (other than Seller's special warranty of title to be set forth in the Special Warranty Deed), zoning, tax consequences, physical or environmental condition (including, but not limited to, hazardous materials contamination), utilities, operating history or projections, valuations, governmental approvals, the compliance of the property with governmental laws, or any other matter or thing regarding the property. Purchaser acknowledges and agrees that, except as expressly set forth in this Agreement and the Special Warranty of Title to be set forth in the Special Warranty Deed, upon closing Seller shall sell and convey to Purchaser and Purchaser shall accept the property "as is, where is, with all faults." Purchaser and Seller agree that the provisions of this paragraph 9 shall survive the closing of the transaction contemplated by this Agreement and the recording of the Special Warranty Deed hereunder.

10. In addition to Paragraph 9 hereof, Seller and Purchaser agree that the provisions of this Agreement shall survive Closing and the recording of the Special Warranty Deed.

11. All understandings and agreements heretofore had between the parties hereto are merged into this Agreement, which alone fully and completely expresses their agreement, and this Agreement is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Agreement and made by the other. This Agreement may not be changed or terminated orally.

12. Use of the Property. Purchaser shall use the Property and construct single-family residential homes for sale to buyers. Purchaser must commence construction on the Property within eighteen months from the Effective Date. Seller hereby intends to create a new special limitation and possibility of reverter, and Seller intends the same to be in addition to any other special limitation and possibility of reverter and any other condition subsequent and right of entry which may be in existence. In the event Purchaser fails (i) to pay all amounts due under this Agreement, (ii) to construct single-family residential homes for sale to buyers, or (iii) to commence construction on the Property within eighteen months from the Effective Date, the Property shall automatically revert to Seller at no additional cost and Purchaser shall execute any and all documents needed to effectuate such reverter. The parties acknowledge and agree this possibility of reverter is for a public purpose.

13. The provisions in this Agreement are to apply to and bind, and inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the respective parties.

14. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

15. Applicable Law. This agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Colorado. Seller and Purchaser hereby irrevocably submit to the personal and subject matter jurisdiction of the District Court, Pueblo County, State of Colorado in any action or proceeding arising out of or relating to this agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in the District Court of Pueblo County, State of Colorado. Purchaser and Seller agree that the provisions of this Paragraph 15 shall survive the closing of the transaction contemplated by this agreement and the recording of the Special Warranty Deed hereunder. To the full extent permitted by law, Purchaser and Seller hereby waive their rights to a trial by jury.

16. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser, and their respective heirs, executors, administrators, successors and assigns only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

17. The following schedules or appendices attached hereto shall be deemed to be an integral part of this Agreement: Appendix 1 – Special Warranty Deed.

18. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

19. Liability of Seller. In no event shall Seller, its officers, agents, or employees be liable to Purchaser for damages, including without limitation, compensatory, punitive, indirect, special, or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by Seller or the failure or delay of Seller in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of Seller entering into this Agreement, Purchaser hereby waives and discharges Seller, its officers, agents, and employees from all claims for any and all such damages. Except in the event of a material breach by Seller, no breach, default, delay, or failure of Seller under this Agreement shall be or be construed to be a waiver, discharge, or release of Purchaser's obligation to pay the Purchase Price under Section 3 hereof. In the event of a breach of this Agreement by the Seller, Purchaser's sole and exclusive remedy shall be to terminate this Agreement. Such violations may be restrained, or such obligations enforced by injunction at the instance and request of Purchaser without the showing of any special damages or an inadequate remedy at law.

20. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

21. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

22. The failure to enforce any provision of this Agreement shall not operate as a waiver of any preceding or future breach of any such provision or any other provision hereof.

23. Neither party shall record this Agreement or any short form memorandum of this Agreement.

24. The City's Request for Proposals for the sale of the Property and Purchaser's Proposal in response thereto are incorporated into this Agreement, as if set forth verbatim.

Executed at Pueblo, Colorado, as of the Effective Date.

SELLER:

CITY OF PUEBLO, COLORADO
A MUNICIPAL CORPORATION

By: _____
Heather Graham
Mayor

ATTESTED BY: _____
CITY CLERK

PURCHASER:

PUEBLO URBAN RENEWAL AUTHORITY
A PUBLIC BODY CORPORATE AND POLITIC
OF THE STATE OF COLORADO

By: _____
Chairman

ATTESTED BY: _____
Secretary / Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by
_____, as Purchaser.

Witness my hand and official seal.
My commission expires: _____.

[S E A L]

Notary Public

APPENDIX 1

SPECIAL WARRANTY DEED

THIS DEED, made this ____ day of _____, 2025, between the City of Pueblo, a Colorado municipal corporation, whose address is 1 City Hall Place, Pueblo, Colorado 81003 (hereinafter referred to as “Grantor”), and the Pueblo Urban Renewal Authority, a public body corporate and politic, whose address is 115 E. Riverwalk #410, Pueblo, Colorado 81003, (hereinafter referred to as “Grantee”):

WITNESSESTH, that the Grantor, for and in consideration of the sum of Two Thousand Dollars (U.S. \$2,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its heirs, successors and assigns forever, all the real property, together with improvements, if any, described as:

Parcel: 431120007

Legal Description: Lot 14, Block 46, East Pueblo

all in the County of Pueblo, State of Colorado

for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

Grantee shall use the real property and construct a single-family residential home for sale to buyers. Grantee must commence construction on the property within eighteen months from the date of execution of this agreement, but in no event later than December 31, 2026. Grantor hereby intends to create a new special limitation and possibility of reverter, and Grantor intends the same to be in addition to any other special limitation and possibility of reverter and any other condition subsequent and right of entry which may be in existence. In the event Grantee fails (i) to pay all amounts due, (ii) to construct a single-family residential home for sale to buyers, or (iii) to commence construction on the real property within eighteen months from the date of execution of this agreement, but in no event later than December 31, 2026, the real property shall automatically revert to Grantor at no additional cost and Grantee shall execute any and all documents needed to effectuate such reverter. The parties acknowledge and agree this possibility of reverter is for a public purpose.

This conveyance is of the surface estate only and no mineral rights are conveyed by this instrument.

This conveyance is made subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way, and conditions of record.

This conveyance is also made subject to and subordinate to those encumbrances and exceptions (the "Permitted Exceptions") set forth in Exhibit A, attached hereto and incorporated herein and made a part hereof for all purposes.

TO HAVE AND TO HOLD the said premises, subject to the exceptions and conditions, above bargained and described, with the appurtenances, unto the Grantee, its heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its heirs, successors, and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor to be effective the day and year first above written.

GRANTOR:

City of Pueblo
a Colorado municipal corporation

By: _____
Name: Heather Graham
Title: Mayor

STATE OF COLORADO)
) SS.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2025, by Heather Graham as Mayor of the City of Pueblo, a Colorado municipal corporation.

Witness my official hand and seal.

My Commission Expires: _____

Notary Public

EXHIBIT A

PERMITTED EXCEPTIONS

Commented [MC1]: David, should we take this out, or is this required to be in as a placeholder?



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 10, 2025

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 AMENDMENT NO. 20 TO THE AGREEMENT FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION, AND ACCOUNTABILITY SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PUEBLO

SUMMARY:

Attached is Amendment No. 20 to the Intergovernmental Agreement between the City and the County of Pueblo, which provides for the administration of the Community Services Advisory Commission (CSAC). This Amendment extends the Agreement until December 31, 2024.

PREVIOUS COUNCIL ACTION:

The City Council has approved the extension of the Agreement every year since 2003.

BACKGROUND:

Prior to 2003, the City and County of Pueblo had separate processes by which they allowed local non-profits to apply for general revenue funds. In 2003, the City and County entered into an agreement that streamlined that process and created the Community Services Advisory Commission. Under the Agreement, Pueblo County administers the funding process. The Agreement is for one year, and it has been renewed each year since 2003.

FINANCIAL IMPLICATIONS:

During the City's budget process, the City Council determines the amount of funding that it will appropriate for the Community Services Advisory Committee. There is no set amount stated in the Agreement. In 2013, the City and County amended the Agreement to allow for a 5% administrative fee to be charged, as opposed to a yearly negotiated

amount. In 2025, the City will contribute \$490,000 and the County contribution will be \$490,000. The CSAC Agreement allows the County a 5% (\$24,500) administrative fee to administer CSAC.

BOARD/COMMISSION RECOMMENDATION:

The Community Services Advisory Commission has made funding recommendations to both the City and the County for delivery of services.

STAKEHOLDER PROCESS:

There are no required or recommended stakeholder processes attached to this action.

ALTERNATIVES:

The City or the County could choose to return to the processes in place prior to 2003, and each entity would undertake its own funding process.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CSAC Amendment 20
2. 2025 CSAC Funding Recommendations

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AMENDMENT NO. 20 TO THE AGREEMENT FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION, AND ACCOUNTABILITY SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PUEBLO

WHEREAS, City and County have heretofore entered into the Agreement for Community Services Planning, Administration and Accountability Services dated July 14, 2003, (hereinafter "the Agreement") wherein the parties set forth their agreement concerning cooperation in the funding, contracting, and compliance monitoring of non-profit community service organizations; and

WHEREAS, the parties desire to continue the cooperative arrangement for another calendar year and it is therefore necessary and desirable that the Agreement be amended to extend its term for an additional calendar year; Now, THEREFORE,

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

SECTION 1.

Amendment No. 20 to Agreement for Community Services Planning, Administration, and Accountability dated February 10, 2025, between the City of Pueblo, a Municipal Corporation, and the Board of County Commissioners of the County of Pueblo ("Amendment"), for community services planning, administration, and accountability services, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Amendment 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 Mayor is hereby authorized to execute CSAC Subrecipient Agreements to effectuate the 2025 Recommendations of the Community Services Advisory Commission 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 4.

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 5.

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 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 January 27, 2025.

Final adoption of Ordinance by City Council on February 10, 2025.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

AMENDMENT NO. 20 TO
AGREEMENT FOR COMMUNITY SERVICES PLANNING,
ADMINISTRATION, AND ACCOUNTABILITY SERVICES

THIS AMENDMENT NO. 20 to Agreement for Community Services Planning, Administration, and Accountability Services is made and entered into this _____ day of February 2025, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City"), and the Board of County Commissioners of the County of Pueblo (hereinafter referred to as "County").

WHEREAS, City and County have heretofore entered into the Agreement for Community Services Planning, Administration, and Accountability Services dated July 14, 2003 (hereinafter the "Agreement"), and prior Amendment No's. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 thereto, wherein the parties set forth their agreement concerning cooperation in the funding, contracting, and compliance monitoring of non-profit community service organizations; and

WHEREAS, the parties desire to continue the cooperative arrangement for another calendar year and it is therefore necessary and desirable that the Agreement be amended to extend its term for an additional calendar year.

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and conditions set forth herein, the parties agree as follows:

1. The Agreement is amended by revising section 8 (Term of Agreement) thereof to extend the expiration of the term of the Agreement to December 31, 2025, unless sooner terminated as provided in the Agreement.
2. Except as expressly modified by this Amendment No. 20, the Agreement, including all prior Amendments, shall remain in full force and effect. Any obligations remaining to be performed under the original Agreement and prior Amendments by either party, including but not limited to those relating to the services to be performed by County, or the compensation payable therefore, are not waived or excused in any manner, but shall be fully performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 20.

IN WITNESS WHEREOF, City and County have executed this Amendment No. 20 to Agreement for Community Services Planning, Administration, and Accountability Services as of the date first above written.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

ATTEST:

City Clerk

By _____
Mayor

APPROVED AS TO FORM

BALANCE OF APPROPRIATION EXISTS
FOR THIS CONTRACT AND FUNDS ARE
AVAILABLE

City Attorney

By _____
Director of Finance

ATTEST:

COUNTY OF PUEBLO

County Clerk

By _____
Chair, Board of County Commissioners

[S E A L]



**Department of Planning & Community Development
Housing and Citizen Services Division**

2025 CSAC Award Recommendations

Applying Agency	2025 Award Recommendation
A Caring Pregnancy Center	\$30,714
Assistance League	\$1,000
Bessemer Historical Society - Steelworks Center of the West	\$10,000
Boys & Girls Clubs of Pueblo County	\$109,614
Care & Share Food Bank	\$58,984
CASA	\$28,291
Catholic Charities	\$60,164
Center for Disabilities - Center Toward Self Reliance	\$10,061
Crossroads Turning Points	\$20,386
East Side Child Care	\$53,280
El Pueblo History Museum	\$10,722
Juniper/Pueblo Rape Crisis Services	\$15,502
Mariposa Center for Safety (fka YWCA)	\$145,532
MIKID	\$20,000
Mt. Carmel Veterans Service Center	\$19,190
Posada	\$71,897
Pueblo Child Advocacy Center	\$40,000
Pueblo Cooperative Care Center	\$46,014
Pueblo Heritage Museum - Southern Colorado Heritage Center -	\$12,876
Pueblo Soup Kitchen	\$40,000
Ronald McDonald House	\$15,000
SEL Tutoring	\$9,414
Servicios de la Raza - Behavioral Healthcare Services & Workforce Development	\$50,000
Southside Children's Center	\$58,674
Spark the Change (Metro Volunteers	\$9,185
The Arc of Pueblo	\$9,000
Pueblo Diversified Industries	\$0
Ballet Folklorico	\$0
Spay and Neuter Now	\$0
CSU Pueblo	\$0
TOTAL	\$955,500



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 10, 2025

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 APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, AIR POLLUTION CONTROL DIVISION AND THE PUEBLO FIRE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance approves a Memorandum of Understanding between the Colorado Department of Public Health and Environment, Air Pollution Control Division and The Pueblo Fire Department for ambient air quality monitoring. This agreement includes development and operations of up to one (1) temporary sensor around Pueblo Fire Department Station #1.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Colorado Department of Public Health and Environment, Air Pollution Control Division is deploying a sensor and collecting data as part of the Inflation Reduction Act grant awarded to Clean Air Pueblo. This agreement includes development and operations of up to one (1) temporary sensor around Pueblo Fire Department Station #1.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not applicable to this Ordinance.

RECOMMENDATION:

Passage of the Ordinance.

Not applicable to this Ordinance.

ATTACHMENTS:

1. MOU_IRA_Pueblo Fire Department_CDPHE

ORDINANCE NO.

AN ORDINANCE APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, AIR POLLUTION CONTROL DIVISION AND THE PUEBLO FIRE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Memorandum of Understanding ("MOU") between the Colorado Department of Public Health and Environment and the Pueblo Fire Department, a copy of which is attached hereto and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the MOU in the name and on behalf of the City of Pueblo, where the Mayor may execute the MOU by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached MOU to effectuate the transactions described therein.

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5.

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.

The Memorandum of Understanding ("MOU") between the Colorado Department of Public Health and Environment and the Pueblo Fire Department, a copy of which is attached hereto and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 27, 2025.

Final adoption of Ordinance by City Council on February 10, 2025.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



**MEMORANDUM OF UNDERSTANDING
BETWEEN
Pueblo Fire Department
AND
Colorado Department of Public Health and Environment,
Air Pollution Control Division
for Air Quality Monitoring**

I. PARTIES

This Memorandum of Understanding (MOU) is hereby entered into by:

- Pueblo Fire Department,
- Colorado Department of Public Health and Environment (CDPHE), Air Pollution Control Division (APCD)

Together referred to as the “Signatory Parties” or “Parties.”

Signatory parties to this MOU agree to work in a coordinated and mutually beneficial manner, to support the air quality monitoring activities of CDPHE APCD in an effort to gather acceptable data in accordance with the APCD air quality monitoring objectives.

II. PURPOSE

The purpose of this MOU is to outline the interests, benefits, and working relationship between the Pueblo Fire Department and the APCD for ambient air quality monitoring. Possible air quality parameters to be monitored include total particulate matter, volatile organic compounds, nitrogen oxides, and meteorology. This MOU covers the development and operations of up to one (1) temporary sensor around Pueblo Fire Department Station #1 at latitude 38.263160, longitude -104.636313. This project is for the operation of a temporary sensor on property owned by The City of Pueblo. The APCD is deploying the sensor and collecting data as part of the Inflation Reduction Act grant awarded to Clean Air Pueblo, to understand how the data that are collected might be used to inform the wider community about their air quality.

III. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

Interests and benefits common to all parties include, but are not limited to:

1. Working collaboratively to mutually support investigation into local and regional air quality issues;
2. Supporting efforts to collect air quality data that is of sufficient quality to be used in air quality forecasting and public health notifications to local citizens;
3. Supporting efforts to collect air quality data that can be used by Clean Air Pueblo and Pueblo residents to further the current knowledge of air quality in Pueblo.
4. Supporting Pueblo Fire Department staff through the use of real time and highly local data collected at the station.

IV. THE SIGNATORY PARTIES AGREE AS FOLLOWS

1. All parties recognize the benefits of coordination and cooperation to obtain accurate air quality data.
2. Pueblo Fire Station #1 will allow access to APCD staff and the installation of air quality monitoring analyzers at a location and at times mutually-agreed upon by both parties.
3. At the conclusion of the site operation, the analyzers/samplers and all appurtenances shall be removed by APCD.
4. Upon request, the APCD will provide staff at Pueblo Fire Department access to the ambient air quality monitoring data collected at the site.
5. Site visits will be made as needed, by APCD personnel or APCD authorized personnel to calibrate, audit, maintain, and repair the sensors. APCD technicians and scientists will do analyzer/sampler audits, cleanings, maintenance, repairs, and calibrations. APCD personnel and APCD authorized personnel will operate the site and comply with all Pueblo Fire Station-provided rules, safety, and security requirements.
6. The APCD will be financially responsible for security, installation, operations, repairs, replacement, and removal of APCD owned equipment. APCD will be responsible for the actions of its employees under this MOU.
7. The APCD shall obtain, maintain, and conform to all applicable Federal, State, County, and Municipal licenses, permits, rules, regulations, and authorization required by law to install, operate, and maintain the site. The State of Colorado is self-insured for Liability, Worker's Compensation, and State Property per the Risk Management Act according to CRS §24-30-1501 et seq. Statutory limits of liability are referenced in the Colorado Governmental Immunity Act (CGIA) under CRS §24-10-114 (a) & (b).

V. LIMITATIONS

1. Nothing in this MOU impairs or otherwise affects the authority of the heads of the signatory party over their organizations.
2. This MOU is intended to outline an agreement among the parties and does not create or confer any right or benefit on any person or party, private or public. Nothing in this MOU is intended to restrict the authority of any signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority and jurisdiction.
3. This MOU in no way restricts signatory parties from participating in similar activities with other public or private agencies, organizations, and individuals.

4. Nothing in this MOU shall obligate any signatory party to obligate or transfer any funds, nor does it supplement existing statutory authorities of the signatory party agencies.

This MOU, consisting of five (5) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements concerning this MOU, whether written or oral.

VI. EXECUTION, MODIFICATION AND TERMINATION

It is mutually agreed and understood by all signatory parties that:

1. Any signatory party may withdraw from this MOU at any time. A party is encouraged to provide a 60-day advance written notice to the other parties.
2. Changes to the scope of this MOU shall be made by the issuance of a multilaterally executed modification. These changes are to be mutually agreed upon between the parties to this MOU, shall be incorporated by written instrument, executed and signed by all parties to this MOU and are effective as of the date of the last signature obtained.
3. This MOU may be executed in counterparts. A copy with the original signature pages affixed will constitute the original MOU. The effective date shall be the date of the final signatory party agency's signature, and the MOU shall remain in effect until modified or dissolved.
4. This MOU is subject to the availability of funding and is intended to be guidance for the respective parties. This MOU may not serve as the basis for any challenges or appeals.
5. Colorado Open Records Act (CORA). Any information and data furnished to the APCD, such as air quality data, collected under this Memorandum is subject to the Colorado Open Records Act (24-72-201 to 24-72-309, C.R.S.).
6. RESPONSIBILITIES OF PARTIES. The subject parties intend to handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party intends to carry out its separate activities in a coordinated and mutually beneficial manner.
7. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate the subject parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
8. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against any of the signatory parties, including but not limited to Pueblo Fire Department, CDPHE APCD, their agencies, their officers, or any other person.
9. AUTHORIZED REPRESENTATIVES. By signature below, the signatory party certifies that the individuals listed in this document as representatives of the signatory party are authorized to act in their respective areas for matters related to this agreement.

10. GOVERNMENTAL IMMUNITY: CDPHE APCD and Pueblo Fire Department do not waive their governmental immunity by entering into this MOU and retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
11. The parties agree that exclusive venue for any action related to performance of this agreement shall be in Pueblo County, Colorado.
12. Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

VII. RELEVANT REFERENCES AND GUIDANCE DOCUMENTS

1. State of Colorado's "Ambient Air Pollution and Meteorological Monitoring Guidance", http://www.colorado.gov/airquality/monitoring_docs.aspx

VIII. CONTACTS

The contacts for each party to this agreement are:

Fire Chief Barbara Huber
Pueblo Fire Department
Fire Station #1
425 W 7th Street Pueblo, CO 81003

CDPHE APCD

Administrative:

APCD Fiscal Department
CDPHE Air Pollution Control Division
4300 Cherry Creek Drive South
Denver, CO 80246
cdphe_apcd_fiscal@state.co.us

Technical:

Erick Mattson
CDPHE Air Pollution Control Division
Technical Services Program (TSP)
4300 Cherry Creek Drive South

Memorandum of Understanding
Between Pueblo Fire Department and CDPHE APCD for Air Quality Monitoring

Denver, CO 80246
(303) 910-5619
erick.mattson@state.co.us

IX. SIGNATURES

For CDPHE:

NAME: Jill Hunsaker Ryan
TITLE: Executive Director
Colorado Dept. of Public Health and Environment

Date: _____

For Pueblo Fire Department

NAME:
TITLE:

Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 10, 2025

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 CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2025, 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

SUMMARY:

This Ordinance directs that the May 6, 2025 Special Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

PREVIOUS COUNCIL ACTION:

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:

Article X, Section 20 of the Colorado Constitution and the Uniform Election Code of 1992 permits the coordination of elections.

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 City's share is estimated to cost between \$95,000 and \$100,000. Funding for the costs associated with conducting this Special Municipal Election is allocated in the City Clerk's 2025 Departmental Budget.

BOARD/COMMISSION RECOMMENDATION:

The Board of Elections, at a meeting on January 22, 2025, reviewed this Ordinance Calling for a Special Election and adopted an Election Board Resolution Recommending the adoption of this Ordinance by the City Council. The Board of Elections feels that it is in the best interest of the City and its Citizens to participate in the Coordinated Election on May 6, 2025.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of Ordinance

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2025, 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

WHEREAS, Article X, Section 20 of the Colorado constitution and the Uniform Election Code of 1992 permits municipalities to coordinate elections with the State of Colorado and its political subdivisions; and

WHEREAS, other elections will be held at the same time as the City's Special Municipal Election on May 6, 2025, and

WHEREAS, the Uniform Election Code of 1992 applies to any municipal election conducted as part of a Coordinated Election and authorizes a municipality to utilize the requirements and procedures of the Uniform Election Code of 1992 for the conduct of such elections, and

WHEREAS, it would be in the best interests of the City and its citizens to participate in a Coordinated Election on May 6, 2025; NOW, THEREFORE,

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

SECTION 1.

The City's Special Municipal Election to be held on May 6, 2025 shall be conducted as part of a Coordinated Election as defined in the Uniform Election Code of 1992.

SECTION 2.

Pursuant to the authority granted by Article XX and Article X, Section 20 of the Colorado Constitution and §§1-1-102 and 31-10-102.7 C.R.S., the requirements and procedures of the Uniform Election Code of 1992 (Articles 1 to 12 including Article 7.5 the Mail Ballot Election Act, of Title 1, C.R.S. but not Article 13 thereof relating to election offenses), except to the extent they conflict with a specific provision of the Charter of the City of Pueblo, are hereby adopted and will be utilized in the conduct of the Special Municipal Election to be held as part of a Coordinated Election on May 6, 2025.

SECTION 3.

The City Clerk, the Board of Elections, and all officers and staff of the City are authorized and directed to cooperate with the Pueblo County Clerk and Recorder and to take all action necessary, appropriate or required to effectuate the provisions of this Ordinance and to conduct the Special Municipal Election to be held on May 6, 2025 as part of a Coordinated Election, in compliance with the requirements and procedures of the Charter of the City of Pueblo, Article X, Section 20 of the Colorado Constitution, and the Uniform Election Code of 1992.

SECTION 4.

The City Council does hereby adopt the optional registration plan provided for in Section 17-9 of the Charter of the City of Pueblo and hereby determines and declares that voting machines are not available.

SECTION 5.

All public notices that are required to be published with respect to the Special Municipal Election shall be published in The Pueblo Chieftain.

SECTION 6.

The Pueblo Election Code and all other Ordinances and Resolutions of the City inconsistent with the Uniform Election Code of 1992 and this Ordinance are hereby superseded, suspended and repealed to the extent only of such inconsistency for and during the conduct of the Coordinated Election to be held May 6, 2025.

SECTION 7.

The Director of Finance is hereby designated as the City Council's designee responsible for providing to the City Clerk the fiscal information that must be included in any ballot issue notice for any initiated measure or ballot issue referred to the voters by the City Council at the Coordinated Election to be held May 6, 2025.

SECTION 8.

If any section, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, clause or provision shall not affect any of the remaining sections, clauses or provisions of this Ordinance.

SECTION 9.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 27, 2025.

Final adoption of Ordinance by City Council on February 10, 2025.

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: February 10, 2025

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 ONE-ACRE LOCATED AT 615 SOUTH PUEBLO BOULEVARD FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 1 (one)-acre located at 615 South Pueblo Boulevard from R-2, Single-Family Residential Zone District to B-3, Highway and Arterial Business Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is a one-acre lot with an approximately 800 square foot residence, which was constructed in 1962. The applicant purchased the property in 2023 and is requesting to rezone from a residential to a commercial zone district so that the existing structure can be repurposed into an office space. The 2022 Regional Comprehensive Plan designates this property as Commercial Mixed-Use. The Commercial Mixed-Use classification calls for primary land uses such as retail, personal services, offices, and entertainment and secondary land uses of multi-family residential and supporting services. The current zone district, R-2, Single-Family Residential, limits the subject property to low-density residential use, which does not conform with the current goals of the Comprehensive Plan. The proposed B-3, Highway and Arterial Business Zone District furthers the goals of the Comprehensive Plan as it greatly expands the potential uses of the property that abuts the Major Arterial roadway, Pueblo Boulevard. The subject property is unsubdivided, so a subdivision plat would have to be recorded before any future commercial building projects could be completed. Currently, the applicant intends to reuse the existing single-family structure on the lot as-is for an office space. The proposed Zoning Map Amendment would facilitate that use as well as

make the property more valuable as a commercial lot for any potential future redevelopment opportunities.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 8, 2025, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-24-20 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE ONE-ACRE LOCATED AT 615 SOUTH PUEBLO
BOULEVARD FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE
DISTRICT TO B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE
DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-2, Single-Family Residential to B-3, Highway and Arterial Business Zone District:

BEG SE COR NE 1/4 NE 1/4 SEC 4 TH N ALONG ELY LINE SD SEC 281.78 FT TO A PT WHICH IS PT BEG TH CONTINUE NLY 140.88 FT TO A PT TH W 309.7 FT M/L TO PT IN ELY LINE W D B SUB NO 1 TH SLY ALG E LINE SD SUB 140.88 FT TO A PT TH E 309.5 FT TO PT BEG. IN NE 1/4 NE 1/4 4-21-65 1A M/L

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 January 27, 2025.

Final adoption of Ordinance by City Council on February 10, 2025.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

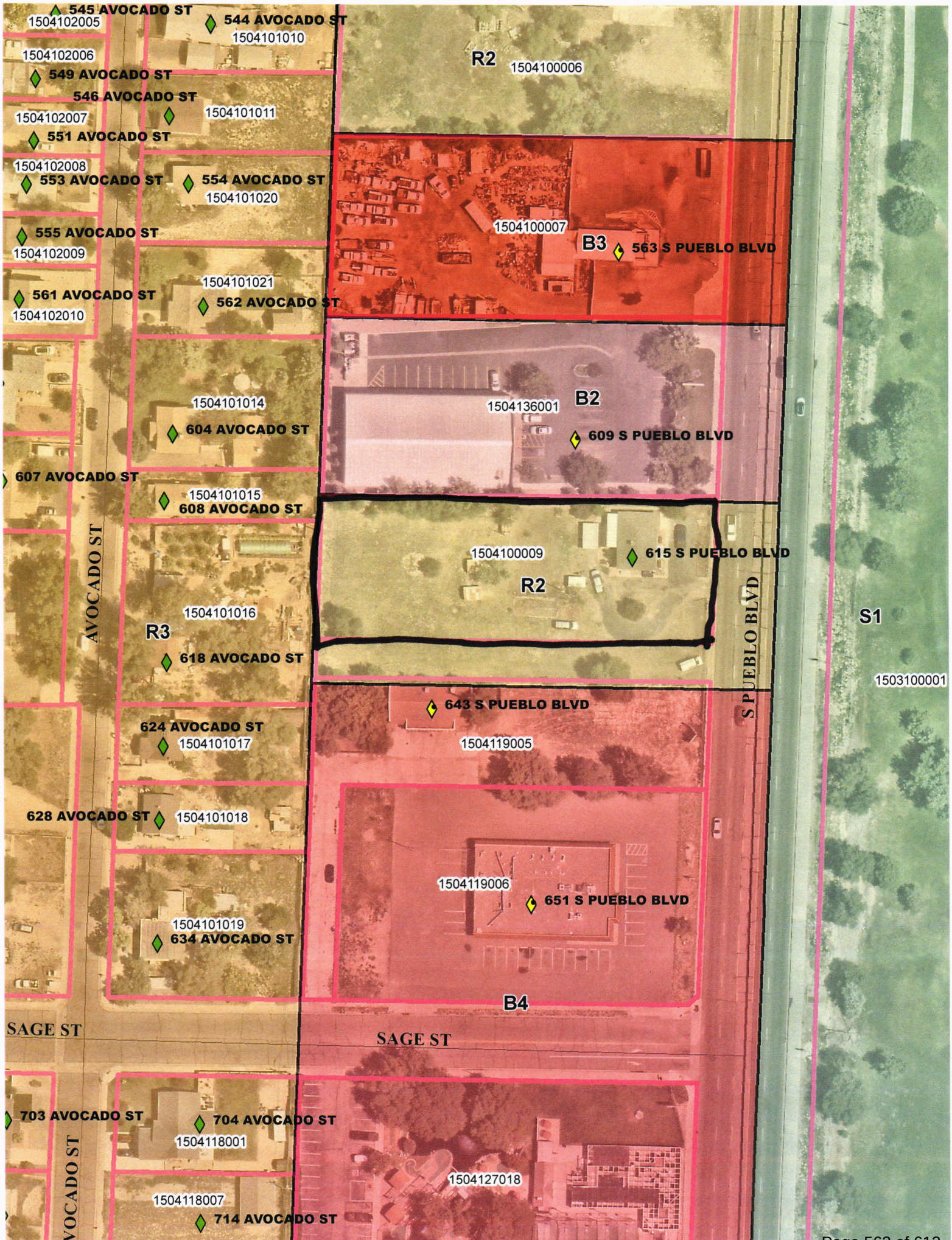
Action by City Council After Disapproval by the Mayor:

- ☐ 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



MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday January 8th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:38 PM with Chairman Mike Castellucci presiding.

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

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Mikaylin Hackley, Planner; Hannah Prinzi, Planner

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to approve the agenda as amended, seconded by Maestri.

Motion Passed: 7-0

2. Z-24-20 Rezone: Rezoning of 1 acre located at 615 S. Pueblo Blvd. from Single-Family Residential (R-2) Zone District to Highway and Arterial Business (B-3) Zone District. Staff report by Mikaylin Hackley.

Hearing: Applicant Terry Lewis was sworn in and spoke in support of the application. No one spoke in opposition.

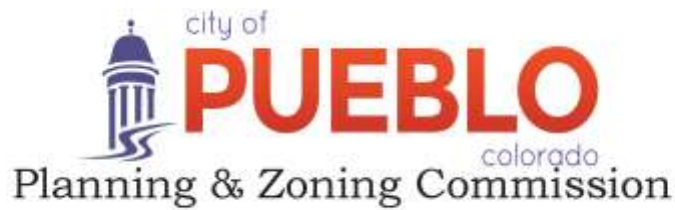
Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council for approval, seconded by Maestri.

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-24-20

January 8, 2025

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 Single-Family Residential (R-2) to Highway and Arterial Business (B-3)

APPLICANT: Terry Lewis

PROPERTY OWNER: T&M Properties LLC

LOCATION: 615 S Pueblo Blvd.

CONCURRENT REQUESTS: None

REQUEST:

The applicant is requesting to rezone 1 acre located at 615 S Pueblo Blvd from Single-Family Residential (R-2) Zone District to Highway and Arterial Business (B-3) Zone District.

BACKGROUND AND ANALYSIS:

The subject property is a one-acre lot with an approx. 800 sq. ft. existing home constructed in 1962. The applicant for this rezoning purchased the property in 2023 and is looking to rezone from a residential to a commercial zone district so that the existing structure can be repurposed into an office space.

The 2022 Regional Comprehensive Plan designates this property as Commercial Mixed-Use. The Commercial Mixed-Use classification calls for primary land uses such as retail, personal services, offices and entertainment and secondary land uses of multi-family residential and supporting services. The current zone district, R-2, Single-Family Residential, limits the subject property to low-density residential use, which does not conform with the current goals of the Comprehensive Plan. The proposed B-3 business zoning, however, furthers the goals of the Comprehensive Plan as it greatly expands the potential uses of the property that abuts the Major Arterial roadway, Pueblo Blvd.

The subject property is unsubdivided, so a subdivision plat would have to be recorded before any future commercial building projects could be completed. However, at this time, the applicant intends to reuse the existing single-family structure on the lot as-is for an office space. The proposed Zoning Map Amendment would facilitate that use as well as make the property more valuable as a commercial lot for any potential future redevelopment opportunities.

LAND USE AND PLANNING COMMENTS

CHARACTER AND COMPATIBILITY

Site Character: The site hosts an approx. 800 sq. ft. home built in 1962 that is currently vacant.

Neighborhood Compatibility: North Sub-Regional Business (B-2) Zone District

East Government Use (S-1) Zone District

South Central Business (B-4) Zone District

West One and Two-Family Residential (R-3) District

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Commercial Mixed-Use.

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 the Plan calls for Commercial Mixed-Use rather than residential use.**

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 **The applicant does not intend to change the existing structure at this time.**

A statement of the proposed time schedule for beginning and completion of development.

☐ Comments **Not applicable**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

☐ Comments **Not applicable**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(17) OF THE PMC :

A. Purpose of B-3 Zone District Standards:

The standards of this district are intended to provide areas along highways and arterial streets for location of business and services.

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 | Regional Building has no objections to the application. The structure is still considered a residential structure, any change or use of the structure in a commercial type of use requires Routing, Commercial Plan Review, and possibly Permits. |
| • 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 on rezoning case; see attachments for CDOT memo |

ATTACHMENTS:

- A. **Aerial Photo**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Public Notice Photo**
- E. **Rezoning Exhibit**
- F. **CDOT Memo**

A. Aerial Photo



B. Zoning Map



C. Comprehensive Plan Map

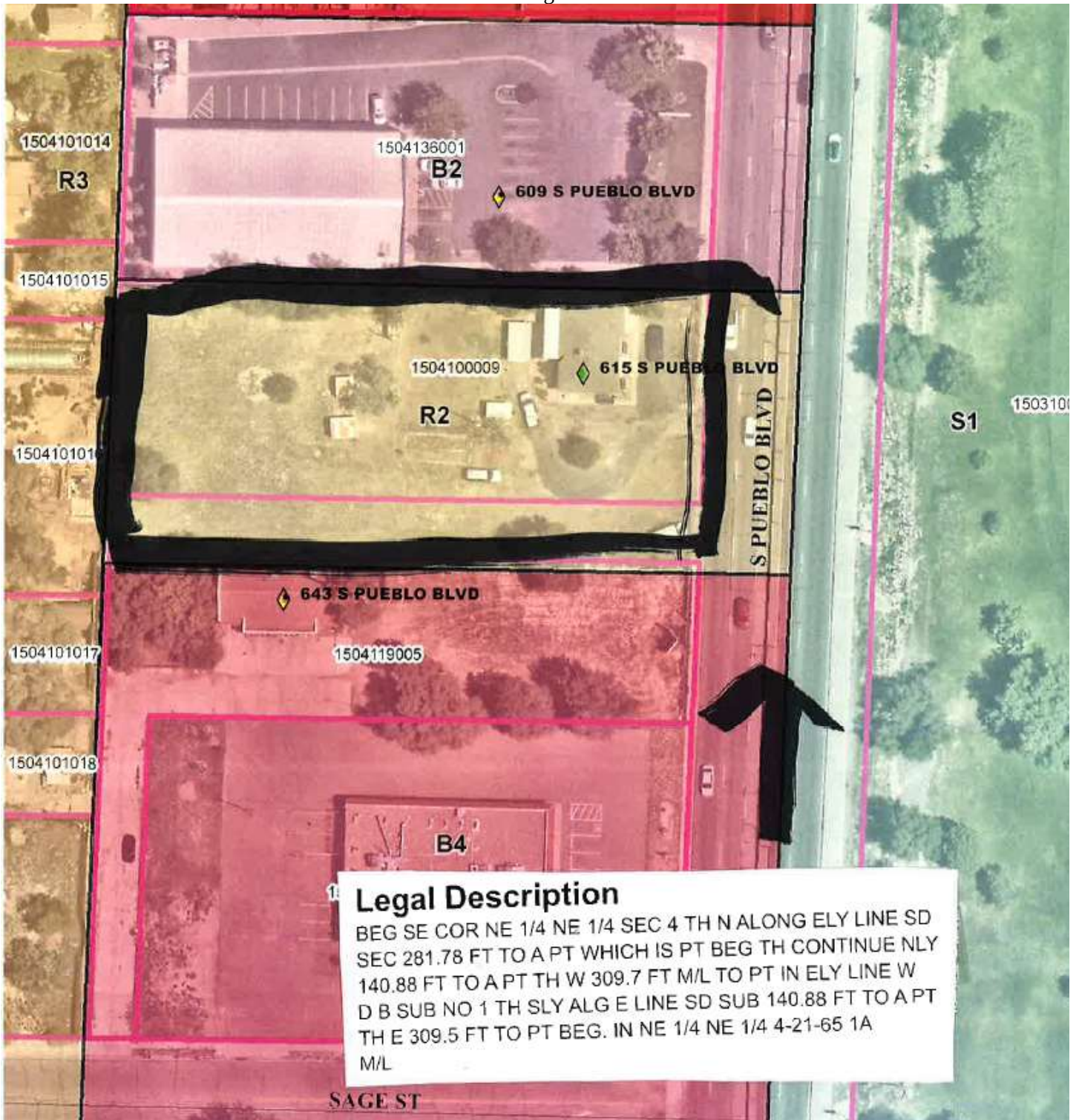


D. Public Notice Photo





E. Rezoning Exhibit





COLORADO

Department of Transportation

Region 2

Traffic & Safety - Access Permits

December 6, 2024

045A

City of Pueblo

Mikaylin Hackley, Planner
City of Pueblo Planning & Community Development
211 E "D" Street
Pueblo, CO 81003
P (719) 553-2261 E mhackley@pueblo.us

RE: Z-24-20 615 S Pueblo Blvd

Dear Mikaylin,

I am in receipt of a referral request for a Rezone located 615 S Pueblo Blvd in the City of Pueblo, Pueblo County, State of Colorado. The site has one single family residence (798 sf) on the one acre lot. No new construction or alterations to the existing parcel are planned at this time. **Existing Access to the parcel is not documented.** The property has the tax schedule No. 1504100009, currently owned by T&M Properties LLC. After review of submittals, we have the following comments:

- CDOT does not anticipate that the rezone would interfere with or impact CDOT infrastructure or access - a CDOT Access Permit will not be required at this time.
- CDOT would like to review new any traffic, drainage and improvement related submittals for the development including: traffic studies, trip generation, drainage reports or letters and ICAT Reports.
- In the future should the use of the property change an access permit will be required.

If you have questions, please contact me at (719) 562-5537 or michelle.regalado@state.co.us.

Sincerely,

Michelle Regalado

Michelle Regalado
CDOT R2 Assistant Access Manager

xc: Lancaster/file



December 20, 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-24-20 Rezone: Rezoning of 0.8 acres of land located at 615 S. Pueblo Blvd. from Single-Family Residential (R-2) Zone District to Highway and Arterial Business (B-3) Zone District

The Planning and Zoning Commission meeting will be held on **January 8, 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** (Zoom info available at www.pueblo.us/PandZ).

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

December 20, 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-24-20 Rezone: Rezoning of 0.8 acres of land located at 615 S. Pueblo Blvd. from Single-Family Residential (R-2) Zone District to Highway and Arterial Business (B-3) Zone District

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Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

December 20, 2024

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Z-24-20 Rezone: Rezoning of 0.8 acres of land located at 615 S. Pueblo Blvd. from Single-Family Residential (R-2) Zone District to Highway and Arterial Business (B-3) Zone District

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Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

December 20, 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-24-20 Rezone: Rezoning of 0.8 acres of land located at 615 S. Pueblo Blvd. from Single-Family Residential (R-2) Zone District to Highway and Arterial Business (B-3) Zone District

The Planning and Zoning Commission meeting will be held on **January 8, 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** (Zoom info available at www.pueblo.us/PandZ).

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

CASE NUMBER: Z-24-20

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 615 S. Pueblo Blvd. 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.

12-19-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: *Karen Elgin* Mailed by Carol Martinez

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 615 S. Pueblo Blvd. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

12-19-24 Photo uploaded 12-31-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: *Karen Elgin* Photo take by Planner

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
CZARNECKI CHARLENE KAY	12287 W OHIO DR	LAKEWOOD	CO	80228-3317
SOUTH PUEBLO BLVD INVESTMENT LLC	13701 JEWELL AVE 200-28	LAKEWOOD	CO	80228-6033
DALUTELI HOLDINGS LLC	1753 VIRGINIA RD	LOS ANGELES	CA	90019-5922
READY THOMAS W	233 MELROSE AVE	PUEBLO	CO	81004-1052
T + M PROPERTY LLC	32299 KALORAMA PL	PUEBLO	CO	81006-9410
GALLEGOS INVESTMENT PROPERTIES LLC	448 S MCCULLOCH BLVD S	PUEBLO	WY	81007-2888
FRANCEL RAY JR/LEONARD GRACE ANN	5260 PARK VISTA BLVD	COLORADO	CO	80918-2447
BURK BRANDI M	553 AVOCADO ST	PUEBLO	CO	81005-1514
DEHERRERA JERALDINE	561 AVOCADO ST	PUEBLO	CO	81005-1514
PADILLA EDNA F	562 AVOCADO ST	PUEBLO	CO	81005-1515
ATENCIO OLIVAS BESSIE/SOTO JACOB M	601 AVOCADO ST	PUEBLO	CO	81005-1516
PARKER EDWARD A	604 AVOCADO ST	PUEBLO	CO	81005-1517
VELARDE RODNEY C	607 AVOCADO ST	PUEBLO	CO	81005-1516
HUNDLEY MARCUS	618 AVOCADO ST	PUEBLO	CO	81005-1517
CLINE DOYLE W	624 AVOCADO ST	PUEBLO	CO	81005-1517
ALLEN EUGEN	628 AVOCADO ST	PUEBLO	CO	81005-1517
STECKMAN RODNEY S/STECKMAN OTTO D/S	6330 3R RD	BEULAH	CO	81023-8705
REGALADO JOSEPHINE T/REGALADO MARTI	634 AVOCADO ST	PUEBLO	CO	81005-1517
GIANNETTO PHIL S	68 CORNELL CIR	PUEBLO	CO	81005-1642
RENEWED LLC	9455 W 104TH CT	WESTMINSTER	CO	80021-3886
RENEWED LLC	PO BOX 51470	COLORADO	CO	80949-1470



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 10, 2025

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 .25-ACRES LOCATED AT 2600 EAST 8TH STREET FROM B-2, SUBREGIONAL BUSINESS ZONE DISTRICT TO R-4, MIXED RESIDENTIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone .25-acres located at 2600 East 8th Street from B-2, Sub-Regional Business Zone District to R-4, Mixed Residential Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is a corner lot abutting Amarillo Avenue and East 8th Street. There is an existing 2900 square foot building with two entrances, 13 striped parking spaces, and a drive-up window that once serviced the business uses in the building. The structure was originally constructed in 1964, and City directories indicate that the property operated as liquor store from the late 80s through 2014 under two different names, Dogpatch Liquors and One-Stop Liquor Store. The property was officially registered as vacant in 2022. The applicant has provided a letter of intent as well as a preliminary site plan demonstrating their intentions to repurpose the existing structure into a tri-plex, multifamily building. The 2022 Comprehensive Land Use Plan designates this area for Urban Neighborhoods, which are characterized by higher density residential uses from 6 to 16 units per acre, which the proposed multifamily use would meet. Approval of this rezoning would further the goals of the comprehensive plan by introducing a new, high-density housing unit and repurposing an unutilized existing structure.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 8, 2025, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-24-21 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE .25-ACRES LOCATED AT 2600 EAST 8TH STREET
FROM B-2, SUBREGIONAL BUSINESS ZONE DISTRICT TO R-4,
MIXED RESIDENTIAL ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-2, Sub-Regional Business Zone District to R-4, Mixed Residential Zone District:

S 133 FT OF LOTS 1 TO 3 BLK 14 EASTWOOD RE-SUB

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 January 27, 2025.

Final adoption of Ordinance by City Council on February 10, 2025.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

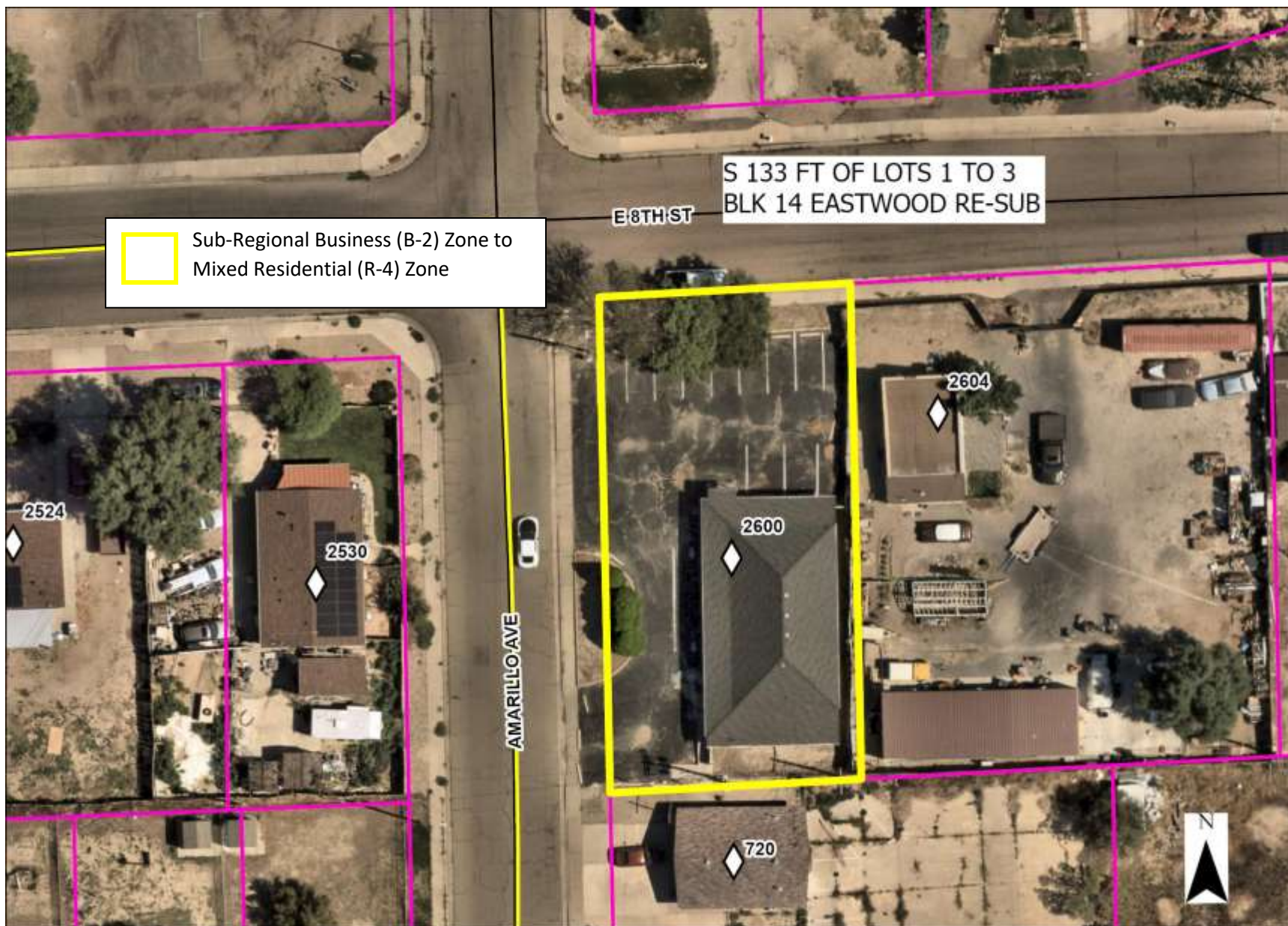
Action by City Council After Disapproval by the Mayor:

- ☐ 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



MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday January 8th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:38 PM with Chairman Mike Castellucci presiding.

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

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Mikaylin Hackley, Planner; Hannah Prinzi, Planner

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to approve the agenda as amended, seconded by Maestri.

Motion Passed: 7-0

2. Z-24-21 Rezone: Rezoning of 0.25 acres located at 2600 E. 8th St. from Sub-Regional Business (B-2) Zone District to Mixed Residential (R-4) Zone District. Staff Report by Mikaylin Hackley.

Hearing: Applicant Eduardo Esquivel was sworn in and spoke in support of the application. No one spoke in opposition.

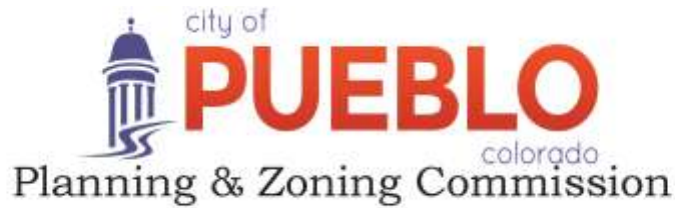
Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council for approval, seconded by Pasternak.

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-24-21

January 8, 2025

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 B-2 Zone District to R-4 Zone District

APPLICANT: Lauro Esquivel

PROPERTY OWNER: L E Roofing LLC

LOCATION: 2600 E 8th St.

CONCURRENT REQUESTS: None

REQUEST: The applicant is requesting to rezone 0.25 acres located at 2600 E 8th St. from Sub-Regional Business (B-2) Zone District to Mixed Residential (R-4) Zone District.

BACKGROUND AND ANALYSIS:

The subject property is a corner lot abutting Amarillo Ave and E 8th St. There is an existing 2900 sq. ft. building with two entrances, 13 striped parking spaces, and a drive-up window that once serviced the business uses in the building. The structure was originally constructed in 1964, and City directories indicate that the property operated as liquor store from the late 80s through 2014 under two different names, Dogpatch Liquors and One-Stop Liquor Store. The property was officially registered as vacant in 2022.

The applicant has provided a letter of intent as well as a preliminary site plan (see attached) demonstrating their intentions to repurpose the existing structure into a tri-plex, multifamily building.

The 2022 Comprehensive Land Use Plan designates this area for Urban Neighborhoods, which are characterized by higher density residential uses from 6 to 16 units per acre, which the proposed multifamily use would meet. Approval of this rezoning would further the goals of the comprehensive plan by introducing a new, high-density housing unit and repurposing an unutilized existing structure.

LAND USE AND PLANNING COMMENTS

CHARACTER AND COMPATIBILITY

Site Character: The site is a corner lot with an existing 2900 sq. ft. building and asphalt.

**Neighborhood
Compatibility:**

North	Government Use (S-1) Zone District, E. 8 th Street Single-Family Residential (R-2) Zone District, single family residence
East	Single-Family Residential (R-2) Zone District, single family residence
South	Sub-Regional Business (B-2) Zone District, possible single family residences
West	Single-Family Residential (R-2) Zone District, single family residences

**Comprehensive Plan
Compliance:**

The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Urban 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 calls for Urban Neighborhoods, so converting the former commercial structure into apartments will better fit the intended Urban Residential designation.**

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 **The applicant intends to repurpose the existing structure.**

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 **Not submitted**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(7) OF THE PMC :

A. Purpose of R-4 Zone District Standards:

The standards of this district (R-4) are designed to retain and provide areas with commingling or single-family dwelling units and limited multifamily dwelling unit structures.

REFERRAL AGENCIES AND COMMENTS:

- | | |
|--|--|
| • City Public Works | No comment |
| • City Transportation | No comment |
| • City Law Department | No comment |
| • Pueblo Regional Building Department | “Regional Building has no objections to the application. The structure is still considered a liquor store, this project needs to go through Commercial Plan Review for a Change in Occupancy to be considered a residential occupancy and will be required to meet currently adopted codes.” |
| • 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. **Public Notice Photo**
- E. **Zoning Exhibit**
- F. **Letter of Intent**
- G. **Preliminary Site Plan**

A. Aerial Photo



B. Zoning Map



C. Comprehensive Plan Map

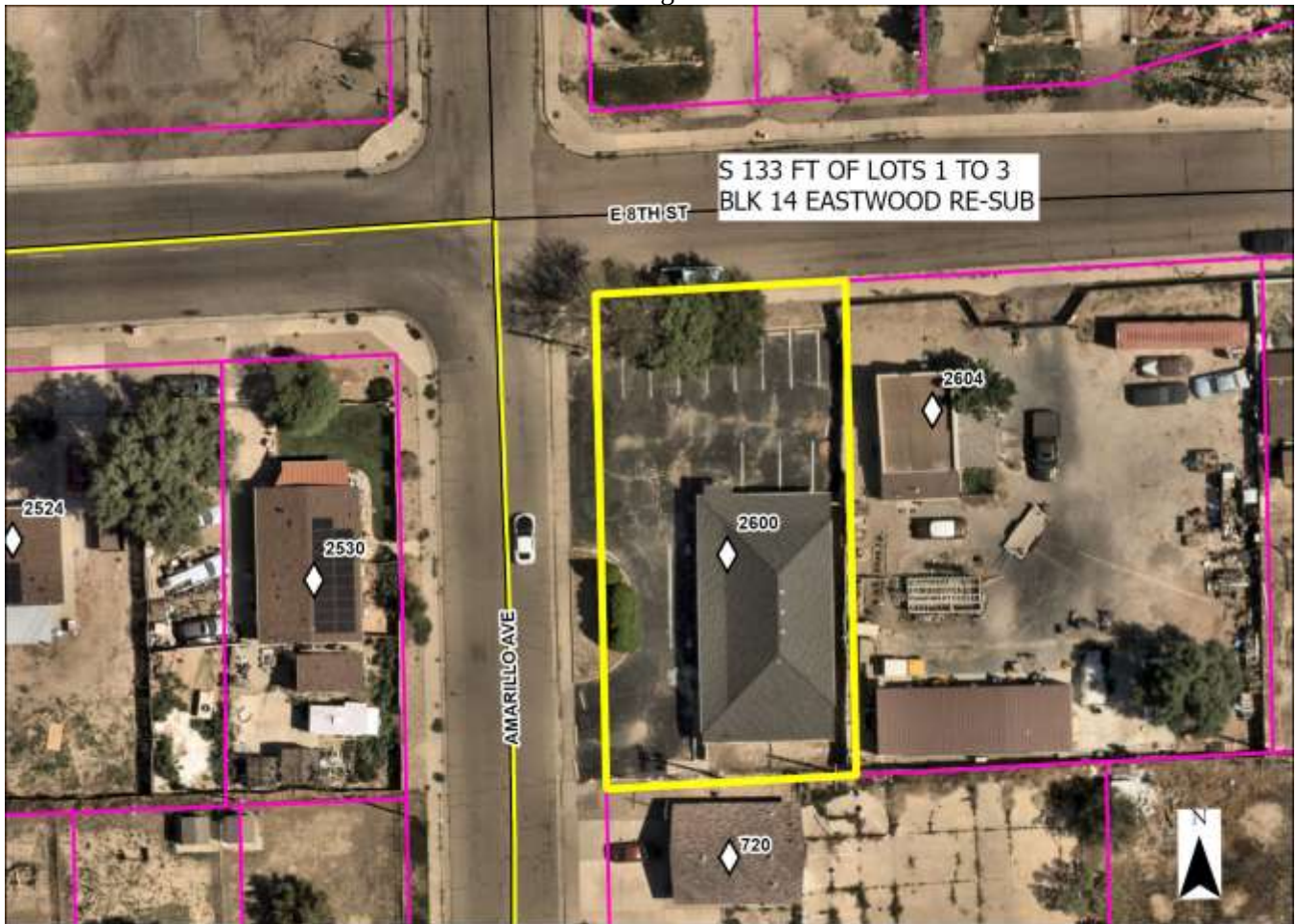


D. Public Notice Photo





E. Rezoning Exhibit





2110 E. 4th Street
PUEBLO, CO 81001

PHONE (719) 406-8623
FAX (719) 225-8309

Lauro Esquivel-Adame

To whomever this may concern

Our intention for the current building located at 2600 E 8th ST Pueblo CO 81001 is to re-zone it as an R-4 Multifamily use. This building will be converted into a Triple-Plex (building with three distinct living units) each plex being approximately 800sq ft each with each plex expected to have 2 rooms each. These plans for this remodel would require a re-zone request as it is not going to be a commercial business. Our intention for this re-model and re-zoning is to create a better housing option for the community within this area and we are also hoping that this empty lot will now be maintained and supervised to improve the safety of the surrounding community.

Thank you,

Sincerely,

Lauro Esquivel-Adame
Owner

- GENERAL NOTES:
1.

CONTRACTOR FOR THE PROJECT SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS.
2.

ALL WORK SHALL BE PERFORMED IN STRICT CONFORMITY WITH ALL LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS OF GOVERNMENT AUTHORITIES HAVING JURISDICTION.
3.

BEFORE COMMENCEMENT OF THE WORK AND PRIOR TO ORDERING ANY MATERIALS, THE CONTRACTOR AND HIS SUBCONTRACTORS SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS SHOWN IN THE CONTRACT.
4.

THESE DRAWINGS REQUIRE COMPLETE OPERATIONAL BUILDING SYSTEMS/COMPONENTS. ANY MISCELLANEOUS ITEMS OR MATERIALS NOT SPECIFICALLY NOTED, BUT REQUIRED FOR THE PROPER EXECUTION OF THE WORK, ARE TO BE INCLUDED.
5.

IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THE DIMENSIONS HEREON, FOR BOTH QUANTITY TAKE OFFS AND CONSTRUCTION. SHOULD A DISCREPANCY OCCUR BETWEEN THE CONTRACT DOCUMENTS AND THE EXISTING CONDITIONS, IMMEDIATELY CONTACT THE PROCURED OF THESES DRAWINGS AND DOCUMENTS.
6.

DO NOT SCALE DRAWINGS, DIMENSIONS GOVERN ALL. LARGER SCALE DETAILS GOVERN OVER SMALLER SCALE.
7.

THE CONTRACTOR SHALL SUBMIT ALL PROPOSED SUBSTITUTIONS TO THE DESIGNER IN WRITING WITH SUFFICIENT INFORMATION, SAMPLES, AND DIFFERENCE IN COST FOR AND "INFORMED EVALUATION". SUBSTITUTIONS MUST BE APPROVED IN WRITING BEFORE THEY MAY BE USED.
8.

THE CONTRACTOR SHALL IMMEDIATELY, WHEN NOTIFIED OF A PROPOSED CHANGE, DEVELOP COST AND SCHEDULE RAMIFICATIONS FOR OWNER APPROVAL/ACCEPTANCE.
9.

THE CONTRACTOR SHALL PERFORM HIGH QUALITY PROFESSIONAL WORK, USING ONLY WORKMEN WHO ARE SKILLED AND EXPERIENCED IN THE SPECIFIC TASKS REQUIRED. JOIN MATERIALS TO UNIFORM AND ACCURATE FITS SO THEY MEET WITH NEAT STRAIGHT LINES. INSTALL EXPOSED MATERIALS WITH APPROPRIATELY LEVEL, PLUMB AND ACCURATE RIGHT ANGLES, OR FLUSH WITH ADJOINING MATERIALS.
10.

THE CONTRACTOR SHALL ARRANGE TO ACCOMMODATE * NON IN CONTRACT* WORK.
11.

WHEN INFORMATION INADEQUATE, IT IS THE CONTRACTORS RESPONSIBILITY TO REQUEST FURTHER INSTRUCTION BEFORE PROCEEDING.

- FRAMING NOTES:
1.

FRAMING LUMBER - (AS PER PLAN) 2"x4" STUDS MINIMUM.

A.

2"x4" SILL PLATES: HEM FIR, STANDARD AND BETTER FB = 475/550 PSI, E = 1,200,000PSI

B.

2"x4" (MIN) UP TO 8'-0": HEM FIR STUD GRADE, FB = 650/725 PSI, E = 1,200,000 PSI

C.

2"x4" OVER 8'-0": HEM FIR STANDARD AND BETTER FB = 475/550 PSI, E = 1,200,000 PSI

D.

2"x6" AND LARGER: HEM FIR STANDARD AND BETTER FB = 1,000/1,150 PSI, E = 1,400,00 PSI
2.

PROVIDE MINIMUM 2"x10" HEADERS OVER ALL DOORS AND WINDOW OPENINGS, UNLESS OTHERWISE NOTED.
3.

PROVIDE MINIMUM 1-2x POST UNDER EACH END OF ALL BEAMS AND HEADERS, UNLESS OTHERWISE NOTED.
4.

MICROLAM BEAMS BY TRUSS JOIST CORP. SHALL BE PROVIDED WITH THE FOLLOWING MINIMUM DESIGN UNIT STRESSES:

A.

FLEXURAL STRESS

2800 PSI

B.

HORIZONTAL SHEER PERPENDICULAR TO GLUE LINE

285 PSI

C.

COMPRESSIVE STRENGTH PERPENDICULAR TO GRAIN, PARALLEL WITH GLUE LINE

500 PSI

D.

MODULUS OF ELASTICITY

1,800,000 PSI
5.

PRE-ENGINEERED TRUSSES SHALL BE DESIGNED AND FABRICATED UNDER THE SUPERVISION OF A COLORADO LICENSED PROFESSIONAL ENGINEER FOR THE LOADS AND CONDITIONS SPECIFIED IN THE DRAWINGS.
6.

PLYWOOD SHALL CONFORM TO THE AMERICAN PLYWOOD ASSOCIATION CURRENT PRODUCT STANDARD SPECIFICATION AND SHALL BE PERFORMANCE RATED BY THE AMERICAN PLYWOOD ASSOCIATION TO THE GRADES SPECIFIED:

A.

ROOF SHEATHING SHALL BE 1/2" APA 32/16 EXPOSURE I RATED PLYWOOD. NAIL WITH 8d NAILS AT 4" O.C. AT PANEL PERIMETER AND AT 6" O.C. AT INTERMEDIATE.

B.

FLOOR SHEATHING SHALL BE 3/4" APA 48/24, EXPOSURE I RATED, TONGUE AND GROOVE PLYWOOD. GLUE AND NAIL WITH 8d NAILS AT 6" O.C. AT PANEL PERIMETER AND AT 10" O.C. AT INTERMEDIATE FRAMING.
7.

SHEATH ALL EXTERIOR WALLS WITH STRUCTURAL RED GRADE THERMO-PLY SHEATHING AS MANUFACTURED BY SIMPLEX PRODUCTS DIVISION. FASTEN PER MANUFACTURERS SPECIFICATIONS.
8.

PROVIDE RAM JOIST OR SOLID BLOCKING UNDER ALL BEARING POINTS, BLOCKING UNDER POSTS LARGER THAN 2-2"x4" MUST BE FULL AREA OF POST.
9.

ALL TRUSSES AND ROOF RAFTERS TO BE TIED TO BEARING WITH ONE (1) SIMPSON H2.5 HURRICANE CLIP OF EQUAL.
10.

ALL EXTERIOR WALLS AND INTERIOR BEARING WALLS TO BE FRAMED AT 16" O.C. WITH DOUBLE TOP AND SINGLE BOTTOM PLATES.
11.

PROVIDE 1/2" DIAMETER x 10" LONG A307 ANCHOR BOLTS AT MAX. 4'-0" O.C. EMBEDDED 7". MINIMUM OF 2 BOLTS PER PIECE. LOCATE 1 BOLT WITHIN 12" OF EACH END OF EACH BOTTOM PLATE.
12.

ROOF OVER FRAMING TO BE MINIMUM 2"x6" RAFTERS AT 24" O.C. BEAR DIRECTLY ON TRUSSES/RAFTERS BELOW OR SOLID BLOCKING BETWEEN MEMBERS.
13.

EXTERIOR STUDS:

A.

STUD HEIGHTS TO 8'-1 1/2" TO BE 2"x4" AT 16" O.C.

B.

STUD HEIGHTS ABOVE 8'-1 1/2" TO 9'-1 1/2" TO BE 2"x4" AT 16" O.C.

C.

STUD HEIGHTS ABOVE 9'-1 1/2" SEE PLAN.
14.

INTERIOR STUDS:

A.

INTERIOR BEARING AND NON BEARING PARTITIONS TO BE 2"x4" AT 16" O.C.

- STRUCTURAL STEEL:
1.

ALL STRUCTURAL STEEL DESIGN, MATERIALS, FABRICATION, AND ERECTIONS SHALL CONFORM TO THE AISC SPECIFICATIONS 8TH EDITION AND THE PROJECT SPECIFICATIONS.
2.

ALL STRUCTURAL AND MISCELLANEOUS STEEL SHALL CONFORM TO ASTM A36 UNLESS OTHERWISE NOTED. TUBE STEEL COLUMNS SHALL CONFORM TO ASTM A500, GRADE B.
3.

SHOP CONNECTIONS SHALL BE WELDED WITH E70XX ELECTRODES AND GROUND SMOOTH WHERE EXPOSED. FIELD CONNECTIONS SHALL BE MADE WITH BOLTS CONFORMING TO ASTM A307 UNLESS OTHERWISE NOTED. FIELD WELDS SHALL BE MADE WITH E70XX ELECTRODES AND ONLY BY CERTIFIED WELDERS.
4.

COLUMN BASE PLATES SHALL BE SET USING 1" NON-SHRINK GROUT WITH A MINIMUM OF TWO (2) 3/8" DIAMETER x 1'-0" + 4" ANCHOR BOLTS, UNLESS OTHERWISE NOTED.
5.

ALL STRUCTURAL STEEL SHALL BE PAINTED WITH ONE SHOP COAT OF RED OXIDE PRIMER.

- GENERAL FOUNDATION NOTES:
1.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST LOCAL IBC (INTERNATIONAL BUILDING CODE) REQUIREMENTS OR THE LATEST IRC (INTERNATIONAL RESIDENTIAL CODE) REQUIREMENTS, AND WITH ALL APPLICABLE CODE REFERENCES THEREIN, AND OF ALL OTHER APPLICABLE RELATED REGULATORY AGENCIES.
2.

DESIGN CRITERIA USED FOR PUEBLO COUNTY ARE:

•

GROUND SNOW LOAD (20 PSF)

•

WIND SPEED (115 MPH GUST)

•

WIND LOAD (115 MPH)

•

WIND (EXPOSURE B)

•

SEISMIC DESIGN CATEGORY (B)

•

WEATHERING (SEVERE)

•

FROST LINE DEPTH (26")

•

TERMITES (SLIGHT)

•

WINTER DESIGN TEMPERATURE (0°F)

•

ICE BARRIER UNDERLAYMENT REQUIREMENT (NO)

•

FLOOD HAZARDS (1987)

•

AIR FREEZING INDEX (500)

•

MEAN ANNUAL TEMPERATURE (53°)

•

SEISMIC ZONE (NO. 1)

•

DEAD LOAD ROOF (15 PSF)

•

LIVE LOAD FLOOR (40 PSF)
3.

THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, CODE REQUIREMENTS AND SITE CONDITIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DIMENSIONS IN THE FIELD. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER/ARCHITECT/SUPPLIER AND RESOLVED PRIOR TO COMMENCING CONSTRUCTION. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS.
4.

SOILS IN OUR AREA ARE OFTEN EXPANSIVE OR HYDRO-COMPACTABLE AND WILL SWELL OR SHRINK WHEN EXPOSE TO MOISTURE. AS A RESULT SLABS-ON-GRADE WILL MOVE AND CRACK. CONTROL JOINTS ARE PROVIDED TO CONTROL THE CRACKS SO THAT ARE NOT UNSIGHTLY. SLIP JOINTS ARE ALSO PROVIDED TO ALLOW THE SLAB TO MOVE WITH RESPECT TO THE STRUCTURAL MEMBERS. NON-BEARING PARTITIONS RESTING ON SLABS-ON-GRADE SHALL BE CONSTRUCTED WITH A MINIMUM 2" VOID SPACE, PREFERABLY AT THE BOTTOM, TO ALLOW FOR FREEDOM OF MOVEMENT WITHOUT ADVERSELY AFFECTING THE ROOF OR FLOOR ABOVE. THE PROVISION OF VOIDS UNDER THE SLAB IS AN ALTERNATE SOLUTION, DISCUSS WITH THE STRUCTURAL ENGINEER. IF FLOOR SLAB CRACKING AND HEAVING CANNOT BE TOLERATED THEN A STRUCTURAL FLOOR JOIST SYSTEM SHOULD BE UTILIZED.
5.

ALL BEARING PARTITIONS SHALL BEAR ON THEIR OWN FOUNDATIONS AND BE ANCHORED AS INDICATED ON THE SECTIONS.
6.

PROVIDE A MINIMUM HORIZONTAL DISTANCE OF 3'-0" BETWEEN BEAM POCKET OR SUPPORT AND ANY OPENINGS IN FOUNDATION UNLESS NOTED OR APPROVED BY THE STRUCTURAL ENGINEER.
7.

ALL VOID FORMS SHALL BE DENIFORM "K" VOID BEAM, OR EQUIVALENT WITH CLOSED ENDS UNLESS OTHERWISE NOTED BY THE STRUCTURAL ENGINEER (IF REQUIRED ON THIS PROJECT, SEE FOUNDATION PLAN)
8.

REFER TO ARCHITECTURAL DRAWINGS FOR ALL BLOCKOUTS, FOUNDATION STEPS, AND WINDOW PLACEMENT. PROVIDE OPENINGS IN FOUNDATIONS ACCORDINGLY IN COORDINATION WITH OWNER.
9.

THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATIONS OF ALL UTILITIES AS MA BE NECESSARY TO MAINTAIN SERVICE AND AVOID DAMAGE THERETO. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.
10.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE SURROUNDING EXISTING STRUCTURES FROM DAMAGE.

CODE ANALYSIS

CODE:	2023 IBC
	2023 INTERNATIONAL BUILDING CODE, 2023 INTERNATIONAL EXISTING BUILDING CODE, 2023 INTERNATIONAL FIRE CODE ICC A117.1-2017, 2023 NEC, 2023 ENERGY CONSERVATION CODE.

NEW WORK MUST CONFORM TO 2023 IBC	
OCCUPANCY	R-2 RESIDENTIAL
SEPARATION BETWEEN OCCUPANCIES:	1-HR. (508.4)
ALLOWABLE AREA (506.2)	PROPOSED BUILDING GROUND FLOOR AREA 32000± S.F.
ALLOWABLE # OF STORIES (504.4):	1 AT R-2 OCCUPANCY (ABOVE GRADE)
PROPOSED # OF STORIES:	1
ALLOWABLE BUILDING HEIGHT (504.3):	UL
PROPOSED BUILDING HEIGHT:	12'-0"

CONSTRUCTION TYPE (601):	TYPE V-B, NON SPRINKLED
CONSTRUCTION COMPONENTS (601):	
STRUCTURAL MEMBERS:	0 HR
EXTERIOR BEARING WALLS:	1 HR
INTERIOR BEARING WALLS:	0 HR
INTERIOR NON-BEARING WALLS:	0 HR
FLOOR CONSTRUCTION:	0 HR
ROOF CONSTRUCTION:	1 HR
FIRE WALLS:	0 HR
STAIR ENCLOSURES:	0 HR
CORRIDORS:	0 HR

GLAZING IN FIRE DOORS (716.5.3.2):	IN A 20-MINUTE FIRE DOOR ASSEMBLY, THE GLAZING MATERIAL IN THE DOOR SHALL HAVE A MIN. FIRE RATING OF 20 MINUTES BUT SHALL BE EXEMPT FROM THE HOSE STREAM TEST
GLAZING IN SIDELIGHTS (716.5.6):	DOOR FRAMES WITH TRANSOMS, SIDELIGHTS, OR BOTH SHALL BE PERMITTED (IN A 20-MINUTE ASSEMBLY) AS LONG AS INSTALLED WITH FIRE RESISTANT RATED GLAZING TESTED AS AN ASSEMBLY IN ACCORDANCE WITH ASTM EL 19 OR UL 263.

EXIT WIDTH	
CORRIDORS:	44" MIN. 1020.2, EXCEPT 36" IF OC LOAD SERVED <50
STAIRWAYS:	44" MIN. 1011.2, EXCEPT 36" IF OC LOAD SERVED <50 100"
MAX DISTANCE TO EXIT:	
NUMBER OF EXITS REQUIRED:	2 WHERE OCCUPANT LOAD EXCEEDS 50, 3 WHERE OCCUPANT LOAD EXCEEDS 500 (1006.2.1) 20' MAX.

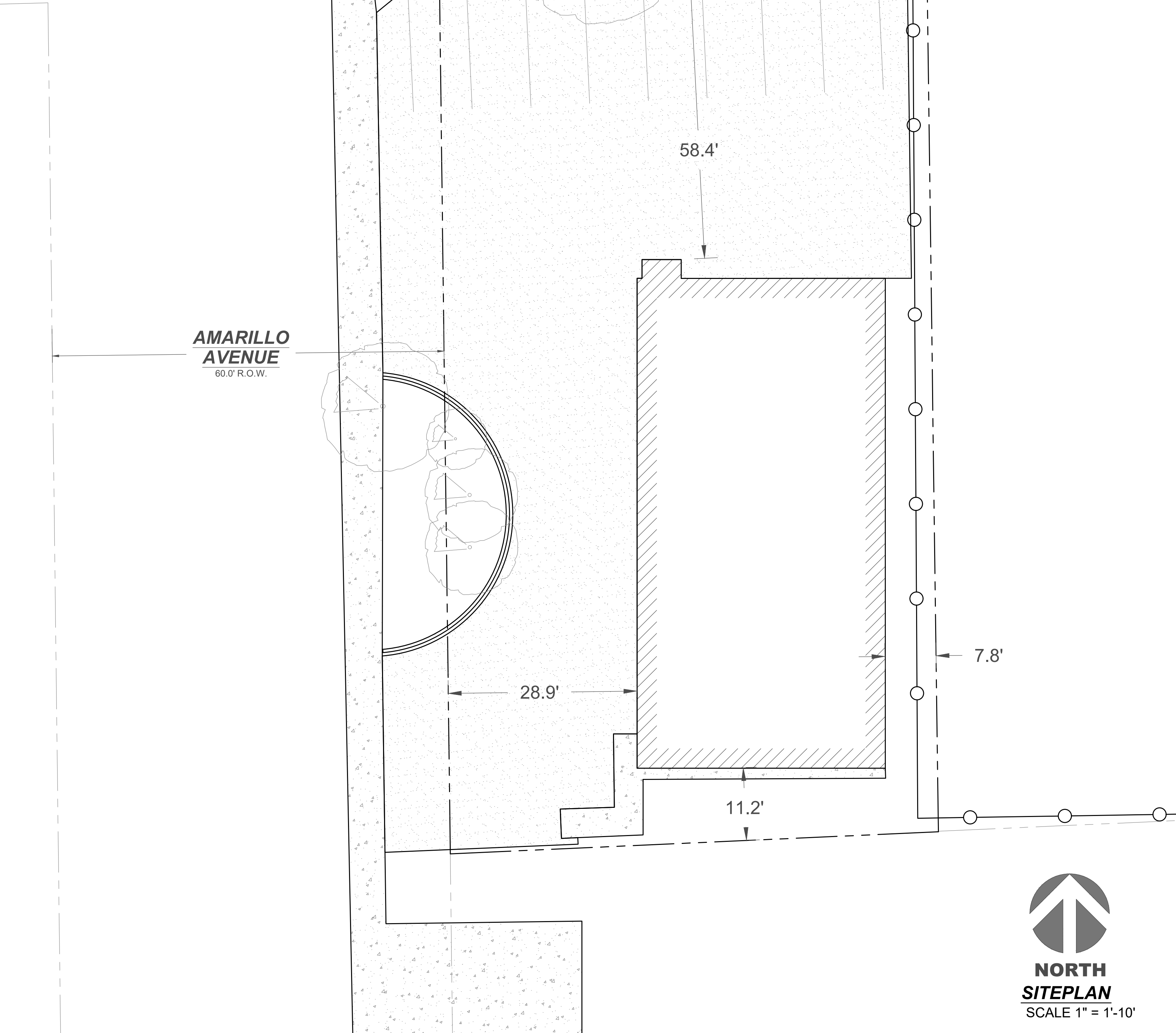
MINIMUM CEILING HEIGHTS: 505.2	
	2/3 MAX HEIGHT =17'4" 7'-6" CLEAR, EXCEPT TOILET ROOMS, KITCHENS, STORAGE AND LAUNDRY ROOMS WHICH ARE 7'-0" MIN. HT. 1'-0" MINIMUM VERTICAL CLEARANCE = 80", 6'-8"

PLUMBING FIXTURE REQS.:	
OCCUPANCY/USE	WATER CLOSETS LAVATORIES DRINKING FOUNTAINS JANITOR SINKS/SERVICES
R-1	1/100 (M) 1/100 (F) 1/100(M) 1/100 (F) 0 0

2600 EAST 8TH STREET

COUNTY PUEBLO, CO
CENSUS PLACE PUEBLO CITY
PARCEL ID 0428320001
ZIP CODE 81001
OWNER BANKS RICHARD D
ACREAGE ACREAGE 0.25 (CALCULATED)
LAND COVER DEVELOPED HIGH INTENSITY
ELEVATION FT 4675
OWNER OCCUPIED NO
USPS RESIDENTIAL COMMERCIAL
NUM BUILDINGS 1
LEGAL DESC S 133 FT OF LOTS 1 TO 3 BLK 14 EASTWOOD RE-SUB 28-20S-64W
LATITUDE 38.275296
LONGITUDE -104.564164
SCHOOL DISTRICT PUEBLO CITY SCHOOL DISTRICT 60

SECTION TOWNSHIP RANGE
LATITUDE
LONGITUDE
SCHOOL DISTRICT



NOTE: THE LIMITS OF LIABILITY EXTEND TO THE FEE FOR THE PROFESSIONAL SERVICE PROVIDED, ERRORS, OMISSIONS, AND/OR SITE CONDITIONS DIFFERING FROM THE DESIGN SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY FOR RESOLUTION

THESE DRAWINGS HAVE BEEN DESIGNED TO MEET PROFESSIONAL STANDARDS AND PRACTICES, HOWEVER BECAUSE OF A WIDE VARIATION BETWEEN LOCAL BUILDING CODE REQUIREMENTS AND THE NON-PROVISION OF ON-SITE CONSULTATION, SUPERVISION OR CONTROL OVER ACTUAL CONSTRUCTION THE ENGINEER ASSUMES NO RESPONSIBILITY FOR DAMAGE OR STRUCTURAL FAILURE WHICH MAY RESULT FROM NATURE OF CONSTRUCTION PRACTICES OR A CHANGE TO DESIGN NOT APPROVED BY SAID PROFESSIONAL

REVISION

BY

APVD

MARK DATE

PREPARED FOR:

SUPER J CONSTRUCTION

RESIDENTIAL REMODEL

AT:

2600 EAST 8TH STREET

PUEBLO CO 81004

SCALE: N.T.S.

DATE:

DWN BY:

CHKD BY:

CHKD/APPVD:

APPROVED:

SUBSET:

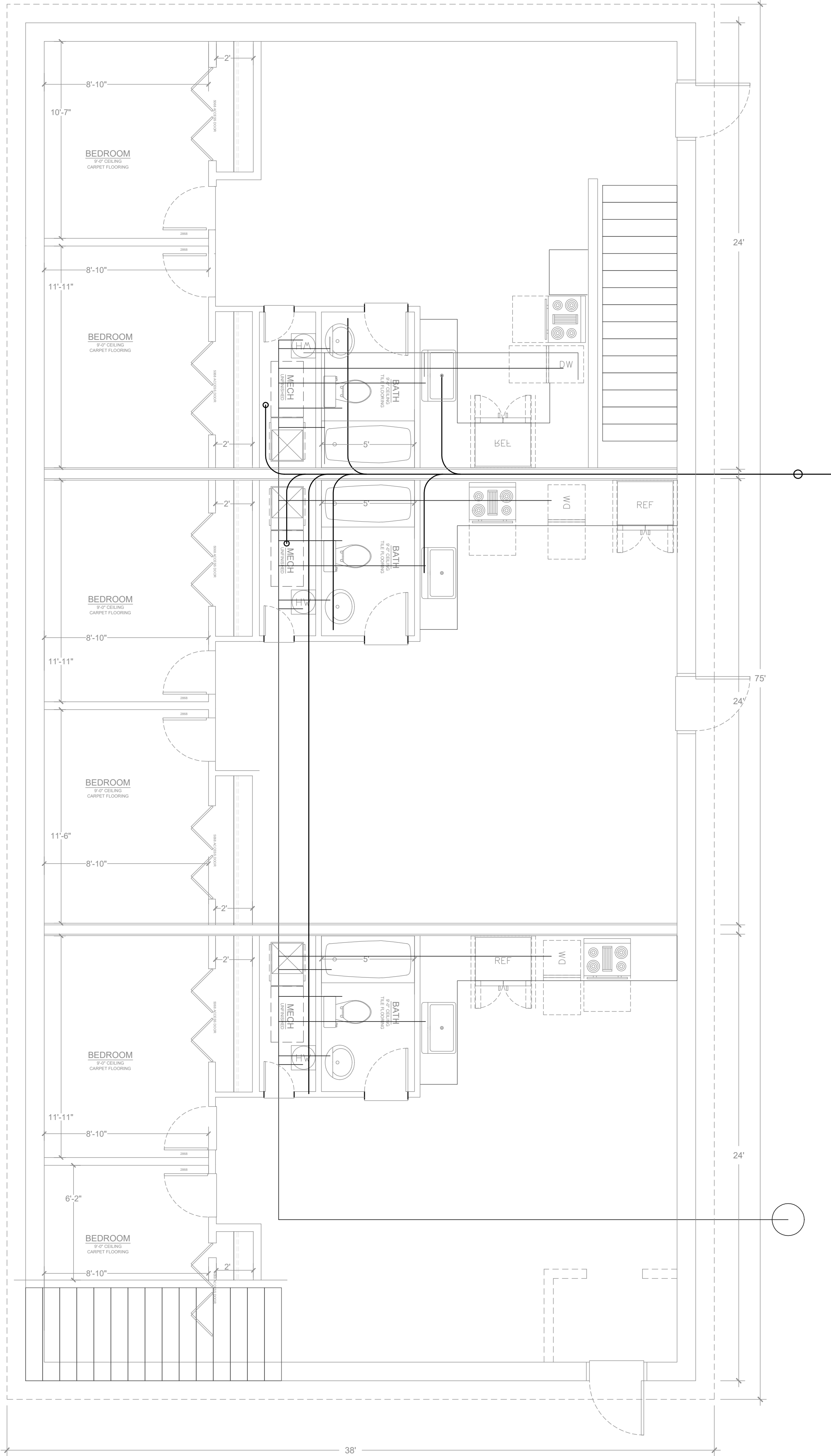
OF

SHEET

COVER SHEET

COLORADO LICENSED PROFESSIONAL ENGINEER PAUL C. ZERTSCH 50013

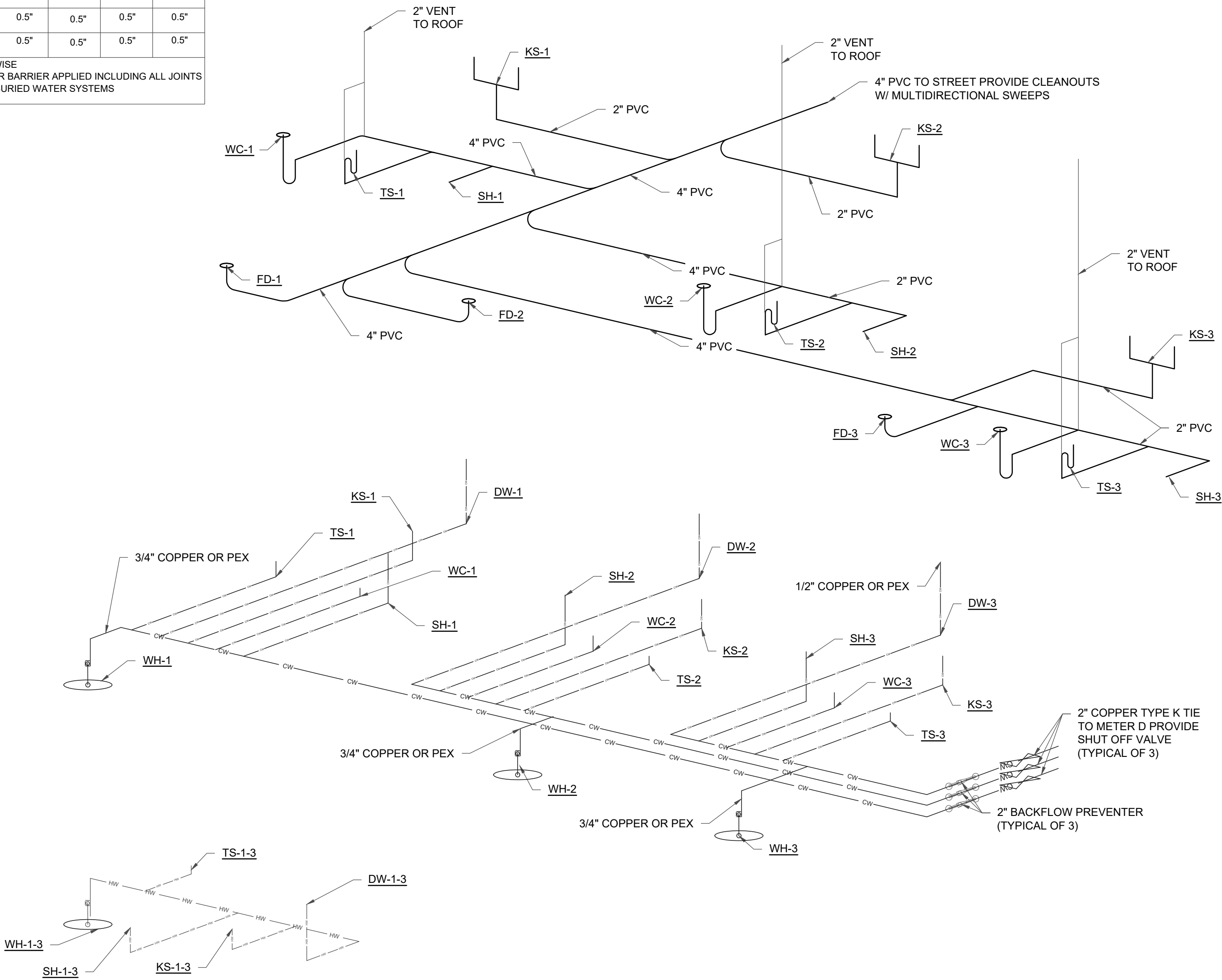
SHEET 1 OF 2



PLUMBING FIXTURE UNIT ANALYSIS:										
DESCRIPTION	DRAINAGE			DOMESTIC WATER PER IPC E103.3(2)						
	QTY.	DFU.	TOTAL DFU.	C.W.	TOTAL C.W.	H.W.	TOTAL H.W.	TOTAL WSFU	GRAND TOTAL	
WATERCLOSET TANK PUBLIC	8	5	40	5	10	0.00	0.00	6	12	
SERVICE SINK/ MOP SINK	10	5	50	2.25	2.25	2.25	2.25	3	3	
KITCHEN SINK	7	2	14	2.25	4.5	2.25	4.5	4	4	
SHOWER	4	5	20	15	15	15	15	2	2	
TOTAL:			15		31.75		21.75		21	

PLUMBING EQUIPMENT SCHEDULE		AMMT.	COLD SUPPLY	HOT SUPPLY	WASTE	VENT
SH - 0	ADA ROLL-IN SHOWER	4	1/2"	1/2"	3"	1-1/2"
WC - 0	KOHLER HIGHLINE (K-4304) TOILET BOWL	8	1/2"	1/2"	4"	2"
BS - 0	AMERICAN STANDARD PORTSMOUTH 18x18 STAINLESS STEEL SINGLE BOWL KITCHEN SINK	5	1/2"	1/2"	2"	1-1/2"
WF - 0	WATERLOO DECK MOUNT HANDS FREE SENSOR FAUCET W/7-5/8" GOOSNECK	5	1/2"	1/2"		
DF - 0	DELTA SINGLE HANDLE PULL DOWN FAUCET (4390654)	2	1/2"	1/2"		
BF - 0	WATERLOO DECK MOUNTED HANDS FREE SENSOR FAUCET WITH 6-3/8" CAST SPOUT	8	1/2"	1/2"		
KS - 0	KOHLER VERSE™ 33" DOUBLE BASIN DROP IN KITCHEN SINK WITH SINGLE FAUCET HOLE	2	1/2"	1/2"	2"	1-1/2"
TS - 0	SUPREME 22-7/8" WALL MOUNTED BATHROOM SINK SINGLE FAUCET (CERAMIC GLAZED)	8	1/2"	1/2"	2"	1-1/2"
MS - 0	MOP SINK	2	1/2"	1/2"	3"	1-1/2"
DW - 0	DISHWASHER	2	1/2"	1/2"	2"	
WM - 0	WASHING MACHINE	2	1/2"	1/2"	2"	1-1/2"
BFP - 0	BACK FLOW PREVENTER	1	2"	1/2"	4"	

PIPING INSULATION SCHEDULE:				
FLUID TYPE	NOMINAL PIPE DIAMETER			
	<1"	1-1/4"	1-1/2" - 4"	>4"
INSULATION THICKNESS				
HOT WATER: (140° MAX.)	1"	1"	1.5"	1.5"
STEAM (k=0.29 MIN)	3"	4"	4.5"	4.5"
CHILLED WATER	1"	1"	1"	1"
REFRIGERANT HOT GAS/ LIQUID	1.5"	1.5"	2"	2"
CONDENSATE DISPOSAL	0.5"	0.5"	0.5"	0.5"
ROOF DRAINS (UNHEATED AREAS)	0.5"	0.5"	0.5"	0.5"
* CONDUCTIVITY (k) = 0.25 UNLESS NOTED OTHERWISE				
*INSULATION ON COLD PIPING SHALL HAVE A VAPOR BARRIER APPLIED INCLUDING ALL JOINTS				
*INSULATION VAULTS DON NOT APPLY TO DIRECT-BURIED WATER SYSTEMS				



- PLUMBING NOTES:**
- THE FOLLOWING NOTES APPLY TO THE CONTRACTOR. PROVIDE ALL LABOR AND MATERIAL FOR PLUMBING ROUGH-INS.
 - ALL PLUMBING WORK SHALL CONFORM TO ALL STATE AND LOCAL CODES. (2018 INTERNATIONAL PLUMBING CODE)
 - PROVIDE ALL NECESSARY SHUT OFFS, VALVES, TRAPS, BACKFLOW PREVENTORS, FITTINGS, VACUUM BREAKERS, GAS VALVES, SOLENOIDS, ETC. IN ACCORDANCE WITH ALL LOCAL AND REGIONAL CODE.
 - MAKE ALL PLUMBING CONNECTIONS TO FOOD SERVICE EQUIPMENT AND INTERCONNECT ALL COMPONENTS AS PER MANUFACTURERS SPECIFICATIONS.
 - REFER TO PLUMBING DRAWINGS FOR GENERAL USE AREA FLOOR DRAINS NOT SHOWN.
 - SECURE (INSTALL) FAUCETS TO SINKS AND SECURE SINKS TO WALLS AND/OR TO FLOORS.
 - PROVIDE GREASE TRAP AS PER CODE LOCATION AND SIZE DETERMINED BY OTHERS.
 - VERIFY THROUGH MANUFACTURER'S SPECIFICATION SHEETS, THOSE ITEMS THAT REQUIRE "INLINE" WATER FILTERS, I.E. ICE MAKERS, STEAMERS, COMBI-OVENS, COFFEE AND ICED TEA BREWERS, AND SIMILAR ITEMS. PROVIDE THE REQUIRED FILTER.
 - DO NOT USE PVC SUPPLY OR DRAINAGE PIPING FOR ITEMS SUCH AS STEAMERS, KETTLES, AND DISHWASHERS. DO NOT LOCATE FLOOR DRAINS DIRECTLY BELOW THIS EQUIPMENT.
 - PUNCH OPENINGS IN S/S COUNTERS TO MAKE UTILITY CONNECTIONS.
 - DETERMINE THE PLUMBING REQUIREMENTS FOR EQUIPMENT MARKED "EXISTING", " BY OWNER" & "BY OTHERS" IN THE EQUIPMENT LIST.
 - REFER TO ARCHITECTURAL DRAWINGS PRIOR TO ROUGHING-IN PLUMBING FIXTURES.
 - COORDINATE LOCATION OF ALL EQUIPMENT, FIXTURES AND PIPING WITH STRUCTURAL AND OTHER TRADES.
 - ESTABLISH AND VERIFY INVERT ELEVATIONS PRIOR TO THE INSTALLATION OF WASTE PIPING IN ORDER TO MAINTAIN PROPER SLOPES.
 - INSTALL ALL HOT AND COLD WATER PIPING INDICATED TO BE RUN ABOVE FINISHED CEILINGS OR IN EXTERIOR WALLS ON THE CONDITIONED SPACE SIDE OF THE BUILDING INSULATION.
 - DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE NOT INTENDED TO SHOW EVERY EL, TEE FITTING, ETC. MAKE PROPER CONNECTIONS AT ALL FIXTURES AND EQUIPMENT.
 - REFER TO SITE PLAN FOR THE EXTENT OF PIPING BEYOND THAT INDICATED ON THE PLUMBING DRAWINGS.
 - MOUNT WALL HYDRANTS 24" ABOVE FINISHED GRADE UNLESS OTHERWISE NOTED.
 - PLUMBING MATERIALS AND INSTALLATION SHALL MEET THE REQUIREMENTS OF APPLICABLE STATE AND LOCAL CODES.
 - TRENCHING AND BACKFILL FOR PIPING SHALL BE THE RESPONSIBILITY OF THIS CONTRACTOR AND SHALL BE PERFORMED PER PLUMBING CODE.
 - ALL DRAINS WITH P-TRAP AND INSTALL IN ACCORDANCE WITH ALL LOCAL CODES.
 - CONCEAL ALL PIPING IN WALLS OR ABOVE CEILING UNLESS OTHERWISE NOTED.
 - COORDINATE ALL PIPING BELOW SLAB WITH FOUNDATION CONSTRUCTION.
 - PROVIDE ACCESS PANELS AT ALL PLUMBING VALVE AND WATER HAMMER ARRESTOR LOCATIONS. PROVIDE WATER HAMMER ARRESTORS AT ALL DISHWASHER, AND ICE MAKER BOX LOCATIONS.
 - PROVIDE A SCHEDULE AND/OR LEGEND SHOWING THE LOCATION, SIZES AND AREA OF SERVICE FOR EACH SHUT-OFF VALVE IN THE PLUMBING SYSTEM. THIS SCHEDULE/LEGEND SHALL BE FRAMED WITH A GLASS FACE AND POSTED IN THE BOILER ROOM.
 - CUTTING AND PATCHING OF EXISTING WALLS, FLOORS, CEILINGS, ETC. FOR DEMOLITION WORK AND NEW WORK SHALL BE PERFORMED BY THE GENERAL CONTRACTOR. PLUMBING CONTRACTOR SHALL COORDINATE AND ADVISE GENERAL CONTRACTOR AS REQUIRED.

RESIDENTIAL REMODEL
AT:
2600 EAST 8TH STREET
PUEBLO CO 81004

PREPARED FOR:
SUPER J CONSTRUCTION

SCALE: N.T.S.
DATE: 01/21/24
DWN. BY: [Signature]
CHKD BY: [Signature]

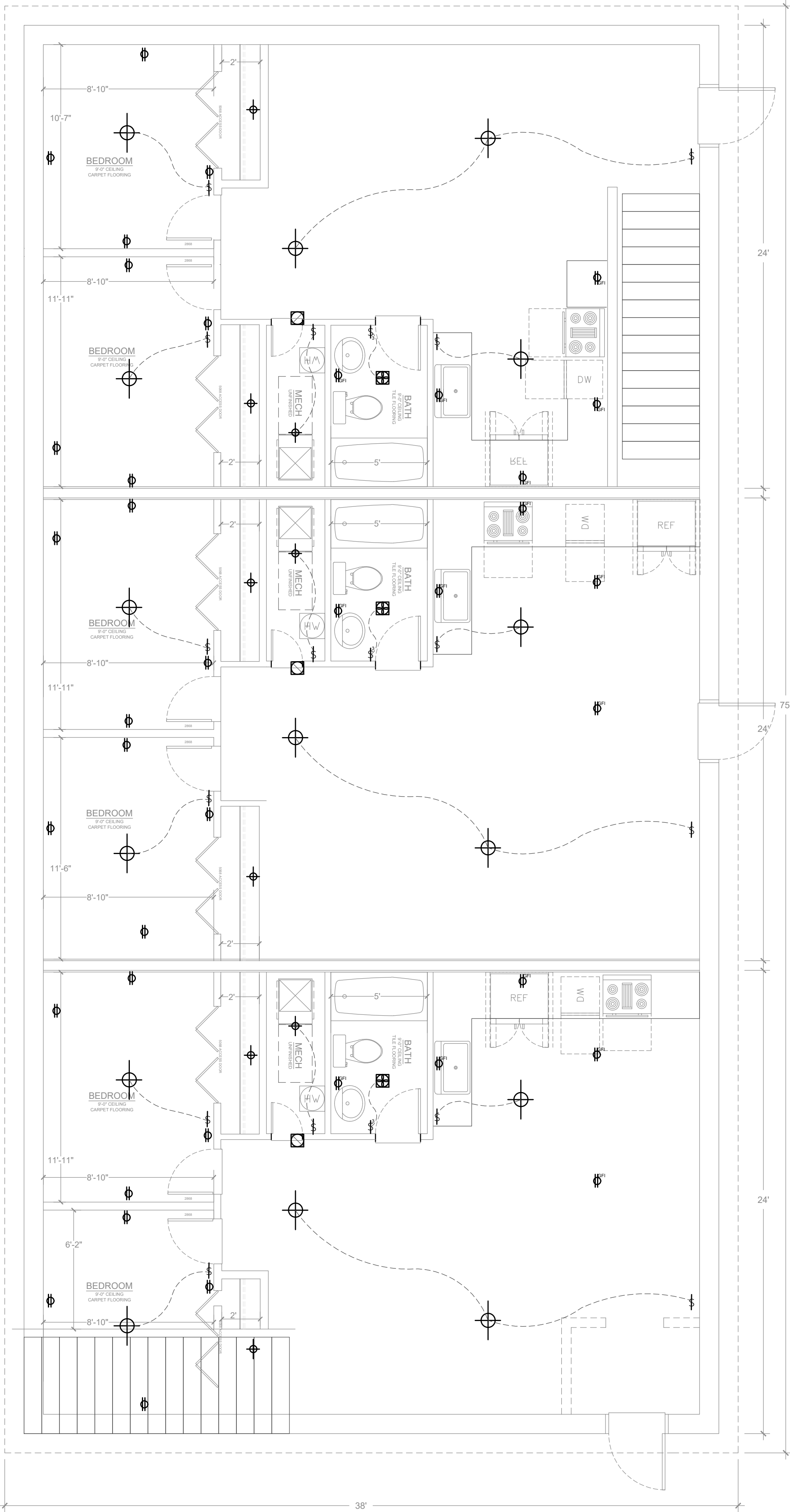
CHKD/DPVD:
APPROVED:
SUBSET:
SHEET

OF

PLUMBING
PLANS

COLORADO LICENSED
PAUL L. ZERTICH
50013
PROFESSIONAL ENGINEER

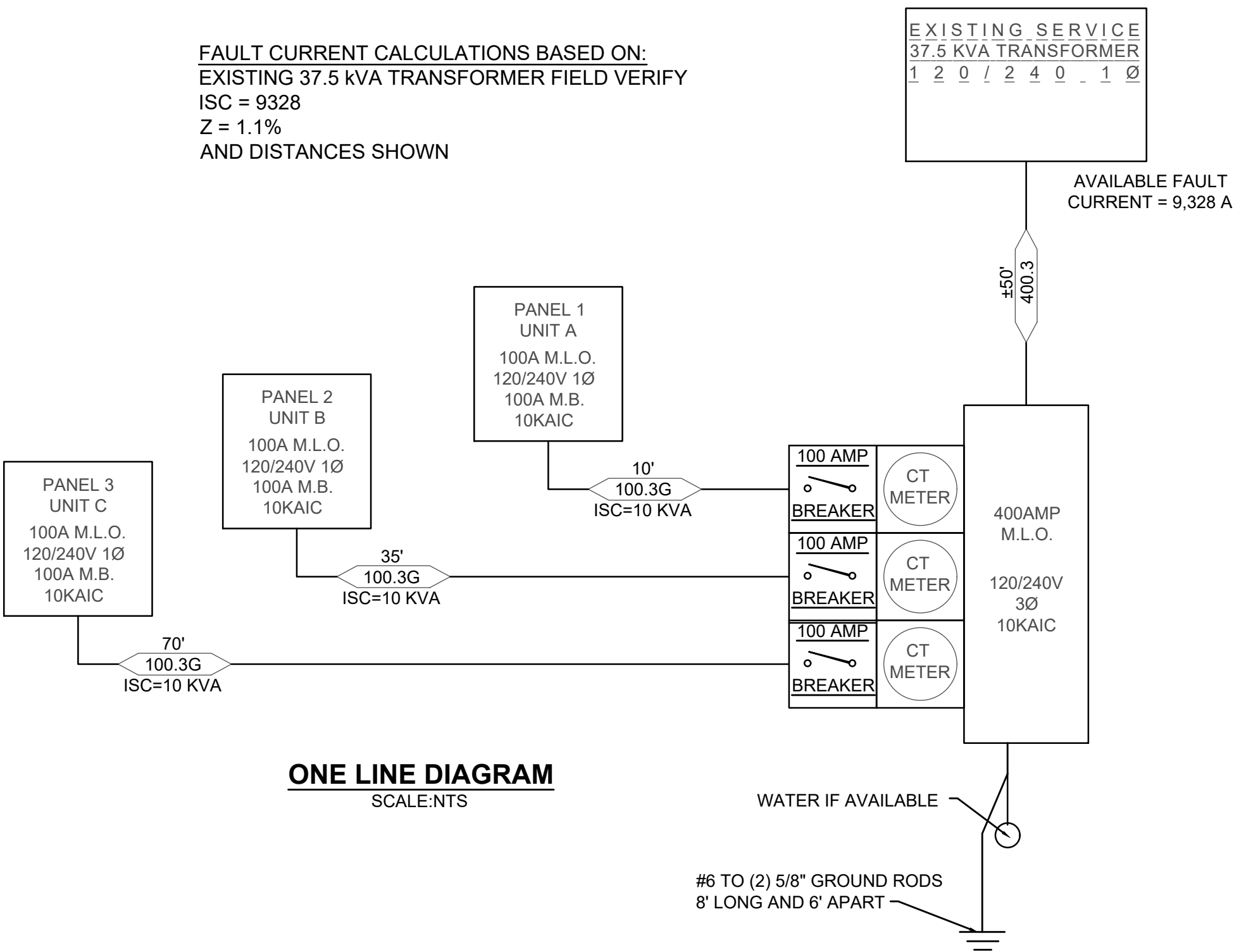
SHEET
4 OF **7**



FEEDER SCHEDULE						
SIZE	ALUMINIUM					
	WIRE SIZE IN AL. XHHW	75C AMPERAGE RATING OF WIRE	EQUIP. GROUND (Cu)	SCHEDULE #80 PVC	EMT CONDUIT	NUMBER OF SETS
100.3G	#1	100	#6	1-1/2"	1-1/4"	1
400.3G	350	500	#2	3"	2-1/2"	2
"G" INDICATES EQUIPMENT GROUND						
"L" INDICATES LONG RUN WIRE SIZE INCREASE DUE TO VOLTAGE DROP						

CIRCUIT SIZE SCHEDULE NOTES:

- UNLESS OTHERWISE INDICATED, FEEDER SIZING SHALL MATCH THE SIZE INDICATED ABOVE FOR THE APPLICABLE OVERCURRENT DEVICE. PROVIDE LARGER FEEDER WHERE INDICATED.
- SCHEDULE IS BASED ON TYPE THHN/THWN FOR CONDUCTOR SIZES SMALLER THAN #3 AWG AND TYPE XHHW FOR CONDUCTOR SIZES #3 AWG AND LARGER.
- PROVIDE 4 WIRE CIRCUIT UNLESS DEVICE SERVED DOES NOT HAVE PROVISIONS FOR A NEUTRAL CONNECTION.
- MINIMUM SIZE CONDUIT UNDERGROUND IS 4 INCH EXCEPT 1 INCH FOR SITE BRANCH CIRCUITS FOR LIGHTING AND MISCELLANEOUS POWER AND SYSTEMS, UNLESS SPECIFICALLY INDICATED OTHERWISE.
- REFER TO TRANSFORMER SCHEDULE FOR CONDUCTOR AND CONDUIT SIZE REQUIREMENTS FOR PRIMARY AND SECONDARY FEEDERS.
- REFER TO MOTOR CIRCUIT SCHEDULE FOR CONDUCTOR AND CONDUIT SIZE REQUIREMENTS FOR MOTOR LOADS.
- CONDUIT SIZES ARE BASED ON MOST RESTRICTIVE RACEWAY TYPE AND ON NORMAL PRACTICES FOR ANTICIPATED METHODS OF INSTALLATION.
- CONDUCTOR SIZES ARE BASED ON 60 C TEMPERATURE RATING FOR BREAKER SIZES 100A AND SMALLER AND BASED ON 75 TEMPERATURE RATING FOR BREAKER SIZES LARGER THAN 100A. NOT MORE THAN THREE CURRENT CARRYING CONDUCTORS SHALL BE PROMDE IN RACEWAY. CABLE OR EARTH (DIRECT BURY). BASED ON AMBIENT TEMPERATURE OF 30 C. UNLESS OTHERWISE NOTED.
- CONDUIT SIZES ARE MORE RESTRICTIVE THAN ALLOWED BY CODE. RACEWAY DIAMETER MAY BE DECREASED BY ONE SIZE AND MEET THE FILL LIMITATIONS OF THE MOST RESTRICTIVE RACEWAY MATERIAL



RESIDENTIAL REMODEL
AT:
2600 EAST 8TH STREET
PUEBLO CO 81004

CHKD/APP'D:
DATE:
DWN. BY:
CHKD BY:

SCALE: N.T.S.
DATE:
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APPROVED:
SUBSET:
SHEET

OF

ELECTRICAL
PLANS

COLORADO LICENSED
PAUL L. ZERTICH
50013
PROFESSIONAL ENGINEER

SHEET
4 OF 7

December 20, 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-24-21 Rezone: Rezoning of 0.25 acres of land located at 2600 E. 8th St. from Sub-Regional Business (B-2) Zone District to Mixed Residential (R-4) Zone District

The Planning and Zoning Commission meeting will be held on **January 8, 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** (Zoom info available at www.pueblo.us/PandZ).

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

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Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER: Z-24-21

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 2600 E 8th. 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.

12-19-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: *Karen Elgin* Mailed by Carol Martinez

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 2600 E 8th. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

12-19-24 Photo uploaded 1-2-25

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: *Karen Elgin* Photo taken by Planner

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
GONZALEZ JARACUARO GLAFIRA	PO BOX 356	AVONDALE	CO	81022-0301
SALAZAR STEVE	PO BOX 11684	PUEBLO	CO	81001-0684
ALVARADO RICHARD	PO BOX 11024	PUEBLO	CO	81001-0024
HERNANDEZ ANDREW / CHEN YING	701 BEAUMONT AVE	PUEBLO	CO	81001-2332
PERLMAN EVAN / COLLINS HEATHER	611 AMARILLO AVE	PUEBLO	CO	81001-2382
THE FLIP BROS LLC	6075 LITTLE JOHNNY DR	COLORADO	CO	80918-1511
VIVA LA VIDA LLC	4407 TURNBERRY CRESCE	PUEBLO	CO	81001-1162
ESTRADA NANEZ JESUS	429 S NEILSON AVE	PUEBLO	CO	81001-4238
MONTOYA FRED	2626 E 7TH ST	PUEBLO	CO	81001-2309
CROWE AUSTIN/LEWIS HILARY	2620 E 9TH ST	PUEBLO	CO	81001-2318
RODRIGUEZ ALMA L	2620 E 8TH ST	PUEBLO	CO	81001-2313
EF4R LLC	262 STEPPING STONE XIN	WIMBERLE	TX	78676-5930
DELGADO MANUEL P	2618 E 9TH ST	PUEBLO	CO	81001-2318
GUTIERREZ MARLENE	2612 E 8TH ST	PUEBLO	CO	81001-2313
ORTIZ ANNAITA/ORTIZ SANDRA R/ACUNA	2612 E 7TH ST	PUEBLO	CO	81001-2309
VIGIL VALENTINA	2609 E 8TH ST	PUEBLO	CO	81001-2361
SALINAS JOSEPH/COMSTOCK SHIRLEY A	2606 E 7TH ST	PUEBLO	CO	81001-2309
MADRID RUDY/MADRID MARGARET	2605 E 8TH ST	PUEBLO	CO	81001-2361
RIVAS MACEDONIO	2530 E 8TH ST	PUEBLO	CO	81001-2378
MEDINA PEDRO/ MEDINA AGUILERA AIDE	2524 E 8TH ST	PUEBLO	CO	81001-2378
LOCKETT CAROME	2518 E 8TH ST	PUEBLO	CO	81001-2378
HOLGUIN ERNESTO/HOLGUIN ANGELICA E	2512 E 8TH ST	PUEBLO	CO	81001-2378
SOLANO LUPE M	2420 N ELIZABETH ST	PUEBLO	CO	81003-3638
L E ROOFING LLC	2110 E 4TH ST	PUEBLO	CO	81001-4205
AYAD BOULOS LIVING TRUST	1571 ARAPAHOE DR	FLORISSAN	CO	80816-8619
BACA PAUL CLIFFORD	1517 E 6TH ST	PUEBLO	CO	81001-3231
GONZALES ESQUIVEL JUAN ANTONIO	1205 DEANE LN	PUEBLO	CO	81001-4732
HOME EQUITY OPTIONS LLC	10401 VENICE BLVD STE 2	LOS ANGEL	CA	90034-6491
SILVA GLORYA	103 PARK DR	PUEBLO	CO	81005-1131



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 10, 2025

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 .15-ACRES LOCATED AT 915 NEVADA AVENUE FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone .15-acres located at 915 Nevada Avenue, generally east of Lake Minnequa, from R-2, Single-Family Residential Zone District to RCN, Residential Charter Neighborhood Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is a 0.15-acre parcel, generally located east of Lake Minnequa and north of St. John Neumann Catholic School. The property has been developed with a 575 square foot house, built in 1947, and a 240-square foot garage. Both structures sit on the east side of the subject property. The west side is vacant, which is where the applicant intends to develop a second principal structure. The subject property is currently zoned R-2, which sets a minimum 5,000 square foot lot size. The subject property meets these requirements as it has an area of 6,534 square feet; however, the lot size would need to be at least 10,000 square feet to develop a second principal structure since two principal structures are only permitted if both meet the lot size requirements as if they were each on individual lots. Therefore, the applicant would be unable to develop a second principal structure on the lot under the R-2 minimum lot requirement. Should the subject property be rezoned to RCN, the applicant could develop a second principal structure because the RCN Zone District reduces the minimum lot size for single-family detached residences to 2,500 square feet. The RCN Zone District also provides more flexibility regarding setbacks. In R-2, the front setback is 25', side is 5', and rear is 15'. In RCN, setbacks are not determined by a fixed

distance but instead by the average setbacks of existing structures on adjacent lots. The RCN Zone District is intended to maintain the character of the City's original neighborhoods while meeting modern needs and standards. The subject property is located within the established Bessemer neighborhood, matching the intent of the RCN Zone District to allow redevelopment in the City's original neighborhoods. The subject property is also designated as Urban Neighborhood by the 2022 Comp Plan, which supports higher density and housing choice. The proposed rezoning to facilitate infill residential development meets the intent of the Comprehensive Plan by providing a mix of housing types within central portions of the City.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 8, 2025, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-24-22 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE .15-ACRES LOCATED AT 915 NEVADA AVENUE
FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO
RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE
DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-2, Single-Family Residential to RCN, Residential Charter Neighborhood Zone District:

LOTS 15 + 16 BLK 15 EAST LAKE

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 January 27, 2025.

Final adoption of Ordinance by City Council on February 10, 2025.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

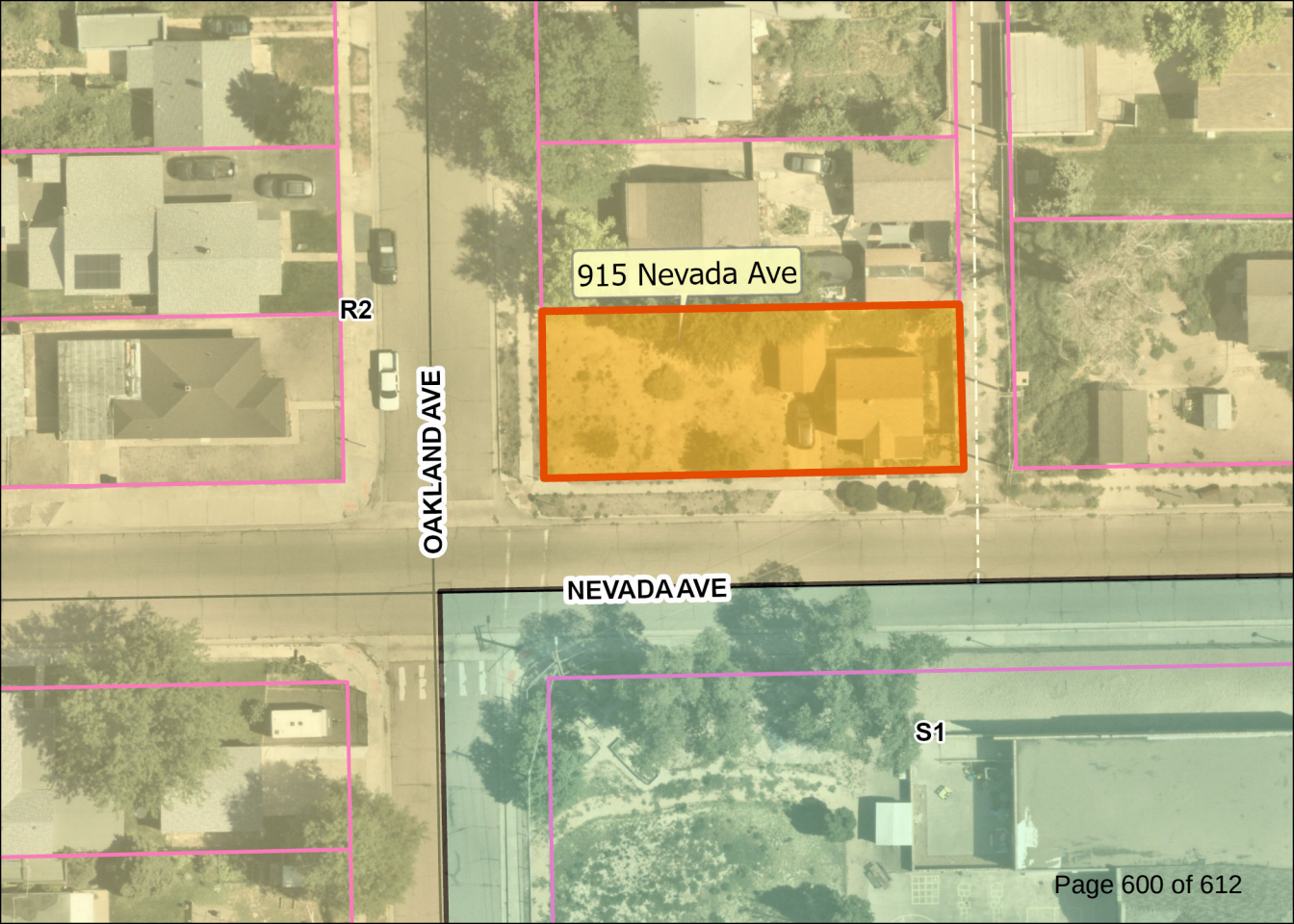
Action by City Council After Disapproval by the Mayor:

- ☐ 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



915 Nevada Ave

R2

OAKLAND AVE

NEVADA AVE

S1

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday January 8th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:38 PM with Chairman Mike Castellucci presiding.

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

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Mikaylin Hackley, Planner; Hannah Prinzi, Planner

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to approve the agenda as amended, seconded by Maestri.

Motion Passed: 7-0

2. **Z-24-22** **Rezone:** Rezoning of .15 acres located at 915 Nevada Ave, generally east of Lake Minnequa, from Single-Family Residential (R-2) to Resident Charter Neighborhood (RCN) Zone District. Staff report by Hannah Prinzi.

Hearing: Applicant Eduardo Esquivel was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council for approval, seconded by Spinuzzi.

Motion Passed: 7-0

Z-24-22

TO: City of Pueblo, Planning and Zoning Commission

FROM: Hannah Prinzi, Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: January 8th, 2025

SUBJECT: Rezone from Single-Family Residential (R-2) to Residential Charter Neighborhood (RCN) Zone District.

APPLICANT: Nick Gradisar

PROPERTY OWNER: Nick Gradisar

LOCATION: 915 Nevada Ave, generally east of Lake Minnequa

CONCURRENT REQUESTS: N/A

REQUEST:

Rezone 0.15 acres located at 915 Nevada Ave, generally east of Lake Minnequa, from Single-Family Residential (R-2) to Resident Charter Neighborhood (RCN) Zone District to facilitate infill residential development of a second principal structure at the subject property.

BACKGROUND AND ANALYSIS:

The applicant is requesting to rezone their property at 915 Nevada Ave from Single-Family Residential (R-2) to Residential Charter Neighborhood (RCN) Zone District to facilitate infill residential development of a second principal structure. The subject property is a 0.15-acre parcel, generally located east of Lake Minnequa and north of St. John Neumann Catholic School. The property has been developed with a 575 sq. ft. house, built in 1947, and a 240 sq. ft. garage. Both structures sit on the east side of the subject property. The west side is vacant, which is where the applicant intends to develop a second principal structure (See Exhibit F. Site Plan).

The subject property is currently zoned R-2, which sets a minimum 5,000 sq. ft. lot size. The subject property meets these requirements as it has an area of 6,534 sq. ft.; however, the lot size would need to be at least 10,000 sq. ft. to develop a second principal structure since two principal structures are only permitted if both meet the lot size requirements as if they were each on individual lots (Per Sec. 17-4-24 of the Pueblo Municipal Code). Therefore, the applicant would be unable to develop a second principal structure on the lot under the R-2 minimum lot requirement.

Should the subject property be rezoned to RCN, the applicant could develop a second principal structure because the RCN Zone District reduces the minimum lot size for single-family detached residences to 2,500 sq.

ft. The RCN Zone District also provides more flexibility regarding setbacks. In R-2, the front setback is 25', side is 5', and rear is 15'. In RCN, setbacks are not determined by a fixed distance but instead by the average setbacks of existing structures on adjacent lots (Sec 17-4-4 (f) (3)). The Residential Charter Neighborhood Zone District is intended to maintain the character of the City's original neighborhoods while meeting modern needs and standards. The subject property is located within the established Bessemer neighborhood, matching the intent of the RCN Zone District to allow redevelopment in the City's original neighborhoods. The subject property is also designated as Urban Neighborhood by the 2022 Comp Plan, which supports higher density and housing choice. The proposed rezoning to facilitate infill residential development meets the intent of the Comprehensive Plan by providing a mix of housing types within central portions of the city.

The draft Site Plan (Exhibit F) details a 768 sq. ft. manufactured home placed 10' west of existing garage. The proposed home sits 22' from Nevada Ave, which is less intrusive than the established home on the site as it sits approximately 4' from Nevada Ave. If the property is developed as proposed, the lot coverage would increase from 12.5% to 24%, significantly less than the maximum 50% lot coverage set by the RCN Zone District. Should the rezone request be approved, the applicant would need to acquire all applicable permits before development can occur on site. Staff will be working with the applicant to ensure the final, approved plan meets all relevant criteria set forth in the Pueblo Municipal Code.

LAND USE AND PLANNING COMMENTS

CHARACTER AND COMPATIBILITY

Site Character:	The site currently has a 575 sq. ft. house and 240 sq. ft. detached garage. The property west of the garage is vacant and undeveloped.		
Neighborhood Compatibility:	North	R-2 Single-Family Residential, single-family homes	
	East	R-2 Single-Family Residential, single-family homes	
	South	S-1 Government Use District, St. John Neumann Catholic School	
	West	R-2 Single-Family Residential, single-family homes	
Comprehensive Plan Compliance:	The subject site is designated as Urban Neighborhood by the Pueblo Regional Comprehensive Plan, 2022. Urban Neighborhoods are generally located in the central portion of the city and were developed prior to 1950. Such neighborhoods are characterized by uniform block sizes with gridded streets, alleys, and an integrated mix of housing types, including single-family homes, duplexes, small multi-family buildings, and accessory dwelling units. The proposed rezoning to facilitate infill residential development meets the intent of the Comprehensive Plan by providing a mix of housing types within central portions of the city.		

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

- ☐ Comments **The Comprehensive Plan 2022 designates the subject property as an Urban Neighborhood, which supports a higher residential density. Increasing the density of the subject property supports the goals of the Comprehensive Plan to allow a higher density in the neighborhood.**

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 **The application contains the required information.**

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 **Not submitted**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(16) OF THE PMC:**A. Purpose of RCN Zone District Standards:**

The standards of this district (RCN) are designed to maintain the character of the City's original neighborhoods, sometimes referred to as Charter Neighborhoods, while meeting modern needs and standards. These developed neighborhoods have a traditional neighborhood pattern with a diversity of affordable housing types on a variety of lot sizes with small lots predominating. There are tree-lined streets with sidewalks, alleys, neighborhood parks, and a mixture of uses within the residential fabric. The neighborhoods historically functioned at a pedestrian scale, with most residences, public amenities, and neighborhood goods and services accessible with little dependence on an automobile. There are some nonresidential uses that present actual or potential computability problems. The standards of this district are intended to maintain and enhance these and other such desirable neighborhood characteristics and resolve questions of the computability of adjacent uses.

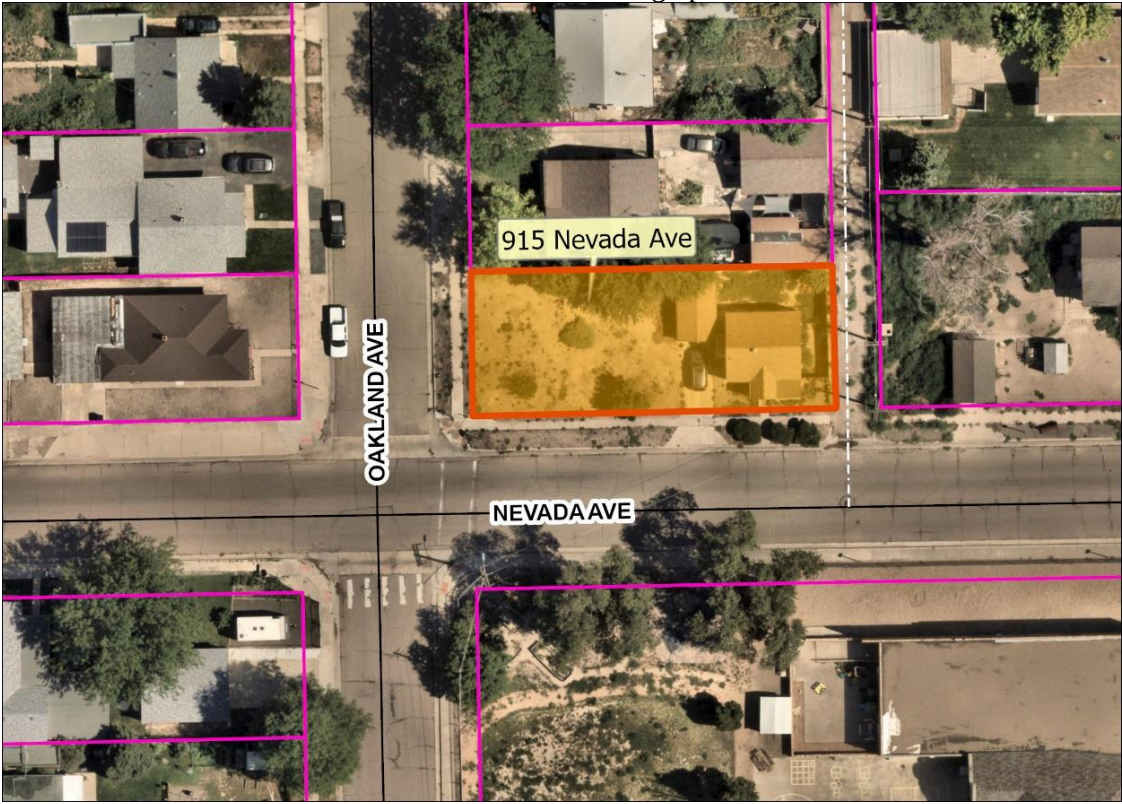
REFERRAL AGENCIES AND COMMENTS:

- 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. At the time of pulling a new building permit for the secondary structure, a separate address will be created. There will be access from Oakland Ave for the second residence.
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department- No Comment
- Xcel Energy- No Comment
- Black Hills Energy- No Comment
- CDOT- No Comment

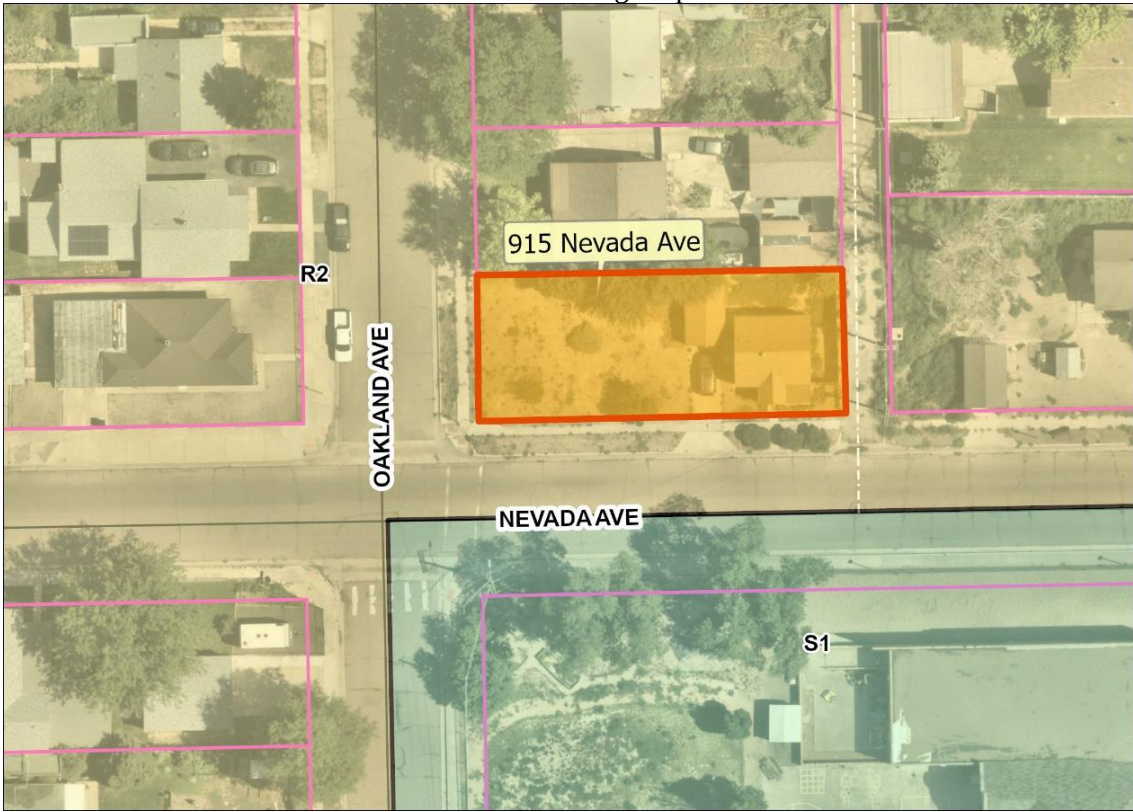
ATTACHMENTS:

- A. **Aerial Photograph**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Site Photographs**
- E. **Zoning Exhibit**
- F. **Site Plan**

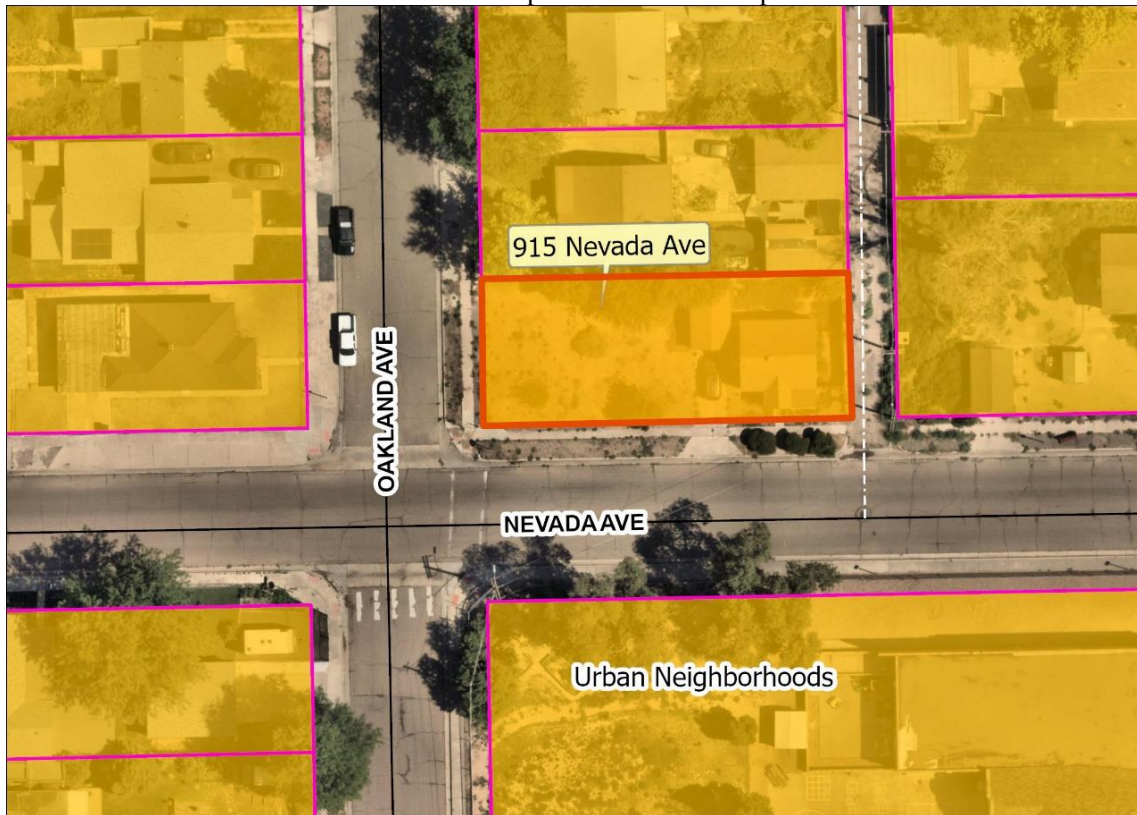
A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map

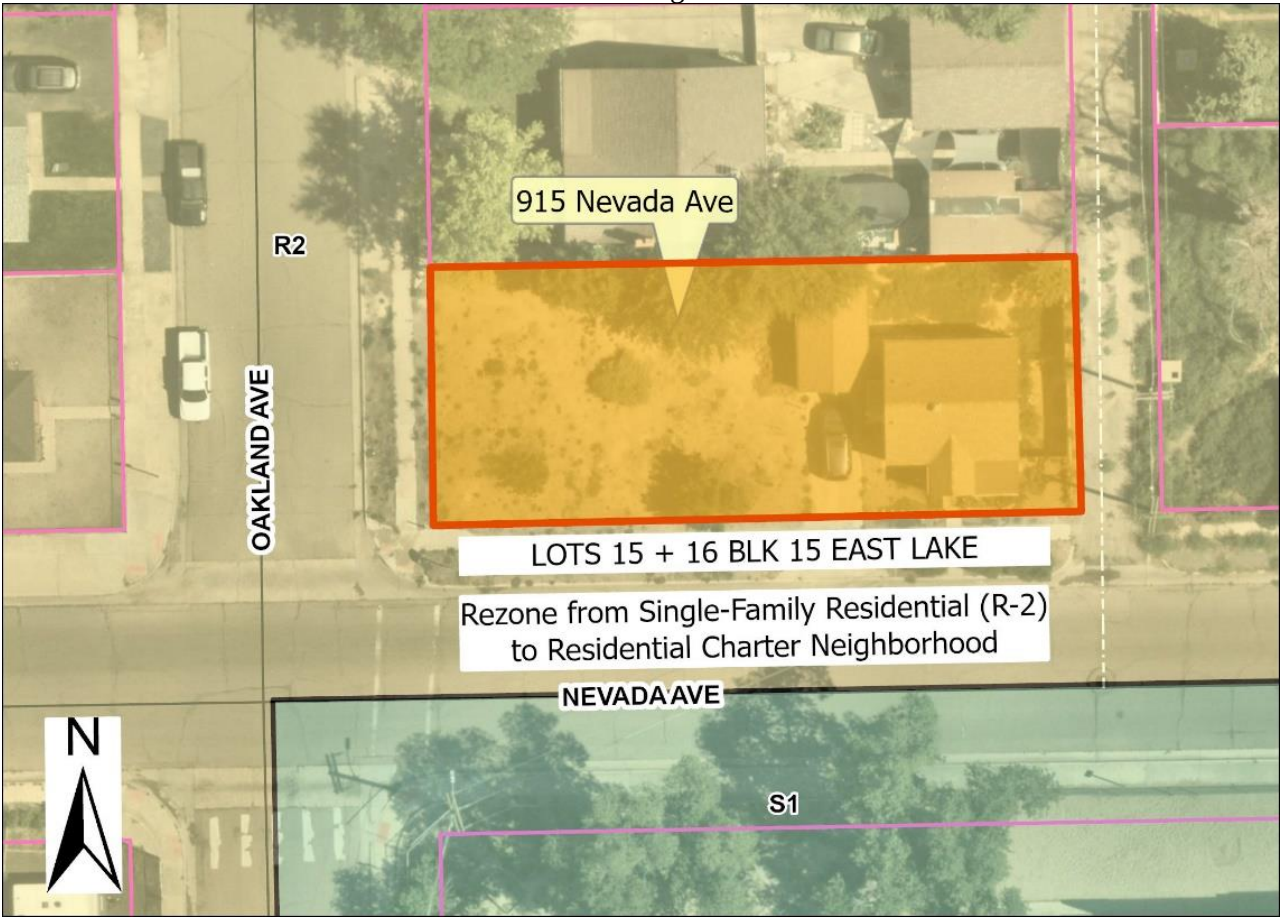


D. Site Photos, Public Notice



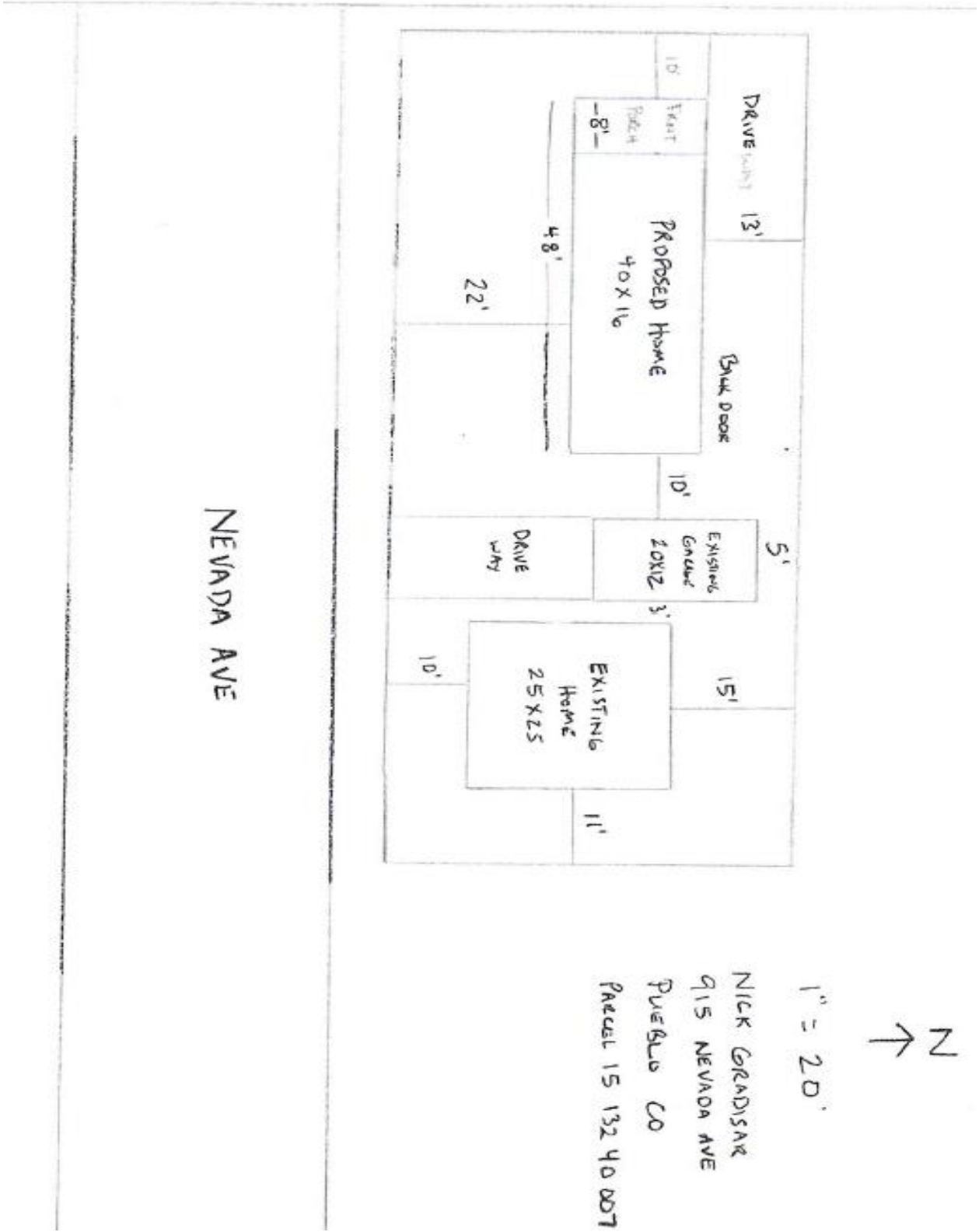


E. Zoning Exhibit



F. Site Plan

OAKLAND AVE



The City Planning and Zoning Commission will hold a public hearing on a request from **Nick Gradisar** for the approval of the following application:

Z-24-22: Rezone 915 Nevada Ave, 0.15 acres from Single-Family Residential (R-2) to Residential Charter Neighborhood (RCN) Zone District.

The Planning and Zoning Commission meeting will be held on **January 8th, 3:30 PM**, in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom: <https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqpA7X0p2SJjWy3h.1>
Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to 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 **Hannah Prinzi**, Planner
(719) 553-2262

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Scott Hobson, Acting Director
Planning & Community Development
By **Hannah Prinzi**, Planner
(719) 553-2262

CASE NUMBER Z-24-22

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 915 Nevada Ave 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.

12-19-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed by Carol Martinez

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 915 Nevada Ave, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

12-19-24 Photo uploaded 12-31-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Photo taken by Planner

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
MARMOLEJO JASON/TRUJILLO SELINA E	161 FORDHAM CIR	PUEBLO	CO	81005-1614
JESSE CHRISTINE	17 GLENROYAL DR	PUEBLO	CO	81005-2114
CROWLEY THOMAS B/MARTINEZ MARIA G	18058 E BERRY AVE	CENTENNIA	CO	80015-2606
O DONNELL JODI	2301 E ORMAN AVE	PUEBLO	CO	81004-3924
ASGARI ANITA E	2302 OAKLAND AVE	PUEBLO	CO	81004-3920
DOLCE WHETSTONE BOBBIE JOLENE + DOLCE WHET	2306 OAKLAND AVE	PUEBLO	CO	81004-3920
MARTINEZ JULIO A/MARTINEZ LORRENDA	2309 OAKLAND AVE	PUEBLO	CO	81004-3919
RODERIQUE GARY B	2310 OAKLAND AVE	PUEBLO	CO	81004-3920
MEYER JEANETTE J	2314 E ORMAN AVE	PUEBLO	CO	81004-3925
WHITTEMORE GARRY B III	2315 OAKLAND AVE	PUEBLO	CO	81004-3919
ESQUIBEL WILLIAM LEROY/ESQUIBEL MAR	2317 E ORMAN AVE	PUEBLO	CO	81004-3924
PIANO CLARA NICOLE/PIANO JO A	2318 WYOMING AVE	PUEBLO	CO	81004-3963
HANEMANN MICHAEL	2319 OAKLAND AVE	PUEBLO	CO	81004-3919
HEATHCOCK RICHARD E	2320 WYOMING AVE	PUEBLO	CO	81004-3963
KERN WILLIAM D/KERN CATHERINE J	2321 OAKLAND AVE	PUEBLO	CO	81004-3919
LUECK KATHLEEN A	2324 OAKLAND AVE	PUEBLO	CO	81004-3920
WOLF MARGARET L	2325 E ORMAN AVE	PUEBLO	CO	81004-3924
CRUZ GUTIERREZ SHONNA Y	2326 OAKLAND AVE	PUEBLO	CO	81004-3920
DAVIDSON CHRISTOPHER JAMES / DAVIDS	2326 E ORMAN AVE	PUEBLO	CO	81004-3925
TROUT RALPH	2328 E ORMAN AVE	PUEBLO	CO	81004-3925
ROMAN ADAM J	2329 E ORMAN AVE	PUEBLO	CO	81004-3924
FOX MYRON ALLEN	2401 OAKLAND AVE	PUEBLO	CO	81004-3921
ELLIS STANLEY R/MADISON BARBARA F	2402 E ORMAN AVE	PUEBLO	CO	81004-3972
SPEIER CRYSTAL M	2403 OAKLAND AVE	PUEBLO	CO	81004-3921
MARTINEZ HERMAN R / MARTINEZ GERALD	2405 OAKLAND AVE	PUEBLO	CO	81004-3921
LUCERO ANTHONY F	2406 WYOMING AVE	PUEBLO	CO	81004-3965
HILL PATRICIA	2410 E ORMAN AVE	PUEBLO	CO	81004-3972
HARVEY UDELE	2414 E ORMAN AVE	PUEBLO	CO	81004-3972
PACHAK ALBERT J SR	2421 OAKLAND AVE	PUEBLO	CO	81004-3921
EF4R LLC	262 STEPPING STONE XIN	WIMBERLE	TX	78676-5930
DIAMOND PROPERTY LLC	2834 LAKE AVE	PUEBLO	CO	81004-3821
RACOBS HELEN R	2933 DEER CREEK DR	PARKER	CO	80138-4690
GODEC SARAH E	301 E ORMAN AVE	PUEBLO	CO	81004-2146
CHAPMAN DONALD E RESIDUARY TRUST/CH	43 BRIARGATE TER	PUEBLO	CO	81001-1746
EDWARDS TORI	5115 GOLDEN HILLS CT	COLORADC	CO	80919-8124
MORAN MICHAEL W	5220 LANAGAN ST	COLORADC	CO	80919-3558
GRADISAR NICHOLAS/GRADISAR ANTHONY	5606 BELLAGIO WAY	PUEBLO	CO	81005-5568
QUIJADA LARA CARLOS ANDRES	921 E 14TH ST	PUEBLO	CO	81001-2926
ST JOHN NEUMANN CATHOLIC SCHOOL + C/O LAKE	2415 E ORMAN AVE	PUEBLO	CO	81004-3970
MAESTAS MARGARET C + C/O MARY GIUS	2323 OAKLAND AVE	PUEBLO	CO	81004-3919