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

## MONDAY, APRIL 28, 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** Pastor Arod Javier, Living Faith Church

**C. PLEDGE OF ALLEGIANCE**

**D. ROLL CALL**

**E. SPECIAL RECOGNITIONS**

E1 Proclamation Presentation: "56th Annual Professional Municipal Clerks Week - May 4-10, 2025" - Marisa Stoller, City Clerk and Pueblo City Clerk's Office

**F. PUBLIC FORUM**

**G. COUNCIL MEMBER AND MAYOR COMMENTARY**

**H. REVIEW OF AGENDA**

**I. APPROVAL OF AGENDA**

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

**J. READING AND APPROVAL OF MINUTES**

*Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated April 14, 2025, as distributed.*

J1 City Council Minutes April 14, 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**

L1 Minutes of the Planning and Zoning Commission Regular Meeting for 3/12/2025

**M. RESOLUTIONS**

M1 A Resolution awarding a construction contract in the amount of $839,373.00 to Caraveo Construction, Inc., for Project No. 25-035, Asphalt Improvements - Bonforte Boulevard, setting forth $169,127.00 for contingencies, and authorizing the Purchasing Agent to execute same

M2 A Resolution authorizing the City of Pueblo to grant partial waivers of fees totaling $250,000 related to the wastewater sanitary sewer collection fees and the plant investment fees assessed to the Compass Pointe affordable housing project to be located on Parcel No. 428200007 off of Oakshire Lane

M3 A Resolution awarding a construction contract in the amount of $133,076 to Cornejo Materials, for Project No. 25-036, Asphalt Improvements - Monument Avenue, setting forth $20,924 for contingencies, and authorizing the Purchasing Agent to execute same

M4 A Resolution establishing Project No. CI2510 – Convergys Site Redevelopment, transferring $396,150.00 from Project CI2113 - American Rescue Plan Act; $85,310.00 from Project PL0804 - Santa Fe & 1st Street (City Center) Improvement Project; $188,251.00 from Project CI1901 - Demolition/Abatement of Dangerous Buildings, $149,324.00 from Project CI1809 - 2018 Abatement/Demo of Buildings; $72,239.00 from Project CI1605 - 2016 Abatement and Demolition of Dangerous Buildings; and $8,726.00 from Project CIAN23 - Demolition of Unsafe Structures into Project No. CI2510, and budgeting and appropriating a total of $900,000.00 into Project No. CI2510 - Convergys Site Redevelopment

M5 A Resolution approving Contract Amendment No. 1 in the amount of $52,299.50 to Nunez Construction, Inc., for Project No. 24-068, Concrete Improvements – West 29th Street Phase 2 (High St. to Wills Blvd.), and authorizing the Purchasing Agent to execute same

M6 A Resolution authorizing the issuance of a Revocable Permit (REV-25-8) to BIF IV Intrepid Opco., LLC., for the purpose of placing fiber in a new 2" conduit approximately 1222 linear feet in length running northeasterly along South Main Street in Puelo, CO, from 99+16 STA continue to southwest till 87+02 STA at South Main Street between East "C" Street and East Corona Avenue (including the Main Street Bridge)

M7 A Resolution authorizing the issuance of a revocable permit (REV-25-10) to The Outlaws Rod and Custom Car Club for the use of the public right-of-way along Victoria Avenue from "C" Street to Greenwood; and "D" Street from the alleyway between Union Avenue and Victoria Avenue to the alleyway between Victoria Avenue and Lamkin Street; and W. Riverwalk from Victoria Avenue northwest to the end of the cul-de-sac bulb for the purpose of hosting their annual car show event

M8 A Resolution authorizing the issuance of a Revocable Permit (REV-25-9) to BIF IV Intrepid Opco., LLC., for the purpose of allowing the authorized structure to be within the permitted area until termination or revocation of this revocable permit at South Union Avenue between West "B" Street and West Corona Avenue (including Union Avenue Bridge)

M9 A Resolution confirming the appointment by the Mayor of Fallon Miller to complete a five-year term expiring February 1, 2030, on the Pueblo Urban Renewal Authority Board

M10 A Resolution preliminarily determining that the petition for the annexation of the 20.17-acre area commonly known as the Quartz Road Annexation, is valid under the provisions of Colorado Revised Statutes sections 31-12-104(1)(a) and 31-12-107(1), tabling final action on the petition for a period of not more than 180 days, and referring the petition to the Planning and Zoning Commission for review and recommendation

M11 A Resolution authorizing the Pueblo Urban Renewal Authority to conduct the appropriate studies required to determine whether the area surrounding Colorado State University Pueblo is a slum, blighted area, or a combination thereof, and to notify owners of property

in the area subject of such studies

M12 A Resolution establishing a new Project Account HU2501 - Concrete Impvmts - W 6th St; transferring funds in the amount of $115,600.00 from HUAN01 - Street Resurfacing and depositing and budgeting and appropriating said funds into Project Account HU2501; and awarding a construction contract in the amount of $100,522.90 to Doug Vaughn, LLC for Project No. 25-037, Concrete Improvements - West 6th Street, setting forth $15,077.10 for contingencies, and authorizing the Purchasing Agent to execute same

## N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance approving, accepting and authorizing the Mayor to execute a purchase order from the State of Colorado by and through the Colorado Energy Office which provides funding in the amount of $120,000.00, establishing Project Account CI2509 - Public Works Energy Coordinator, transferring $6,779.00 from the 2025 Public Works Department Operating Budget (10140103 51060) into Project Account CI2509, and budgeting and appropriating a total amount of $126,779.00 into Project Account CI2509

N2 An Ordinance approving, accepting and authorizing the Mayor to execute a purchase order from the State of Colorado, by and through the Colorado Energy Office providing for funding in the amount of $90,800, Establishing Project Account CI2457 - E-Commute Pueblo, transferring $26,780.00 from Project Account CI2428 - MLK Bypass New Signage to Project Account CI2457, and budgeting and appropriating $117,580.00 into Project Account CI2457

N3 An Ordinance approving a license agreement between the City of Pueblo, a Colorado Municipal Corporation and Spectrum Pacific West, LLC, a Delaware Limited Liability Company

N4 An Ordinance awarding and approving an amendment to the lease and management agreement between the City of Pueblo, A Colorado Municipal Corporation, and South Prairie and O'Neil Enterprises, LLC for the Operation, Management, and Promotion of certain facilities at the Honor Farm's Pueblo Motorsports Park and authorizing the Mayor to Execute the Same

N5 An Ordinance amending zoning restrictions to rezone 1501 East Evans from B-4, Central Business Zone District to RCN, Residential Charter Neighborhood Zone District

N6 An Ordinance changing the street name of Castor Drive to Merlin Drive

N7 An Ordinance changing the street name of Cedarweed Boulevard to Blackhawk Drive

N8 An Ordinance amending zoning restrictions to rezone 2403 Thatcher Avenue from B-1, neighborhood business zone district to B-3, Highway and Arterial Business Zone District

N9 An Ordinance approving the memorandum of understanding between the State of Colorado and the Pueblo Fire Department alloweing the authority having jurisdiction (AHJ) over Colorado Department of Agriculture State Fair facilities operation in Pueblo City limits for building construction plan review and related inspections, fire safety inspections, and fire safety and authorizing the Mayor to execute the same

N10 An Ordinance amending zoning restrictions to rezone parcel 527000127 generally located north of West 11$^{th}$ street and west of Donley Park from R-2, Single-Family Residential Zone District to R-5 Multiple Residential and Office Zone District

N11 An Ordinance approving and accepting a grant from the Colorado Department of Local Affairs (DOLA) in the amount of $25,000.00 to develop a Capital Improvement Plan for the Pueblo Shelter Complex; authorizing the Mayor to sign the grant agreement, establishing

Project No. PL2502, and budgeting and appropriating $25,000.00 to Project No. PL2502

## O. APPROVAL OF CONSENT AGENDA

*I move to receive and file the minutes of the Planning and Zoning Commission approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for May 12, 2025, and Order the Ordinances to be published BY TITLE.*

## P. REGULAR AGENDA

## Q. RESOLUTIONS

Q1 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Pueblo School District 60 in the amount of $1,000 to sponsor the 65th Annual Pueblo Summer Musical which will take place July 12 - 13 at 2:00 PM and July 14 -17 at 7:00 PM at the Sangre de Cristo Arts Center

Q2 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Mad Fresh Productions in the amount of $2,500 to sponsor the 2025 Summer Hip Hop Festival from 11:00 AM to 7:00 PM at Mineral Palace Park on July 19, 2025.

## R. ORDINANCES – FINAL PRESENTATION

R1 An Ordinance creating a new Section 14 of Chapter 1 of Title XV of the Pueblo Municipal Code relating to pedestrian safety and access to sidewalks and public rights-of-way in the Downtown Business Area of the City - *Introduced April 14, 2025 by Brett Boston*

R2 An Ordinance approving and accepting a grant award and applicable conditions pertaining thereto with the State of Colorado Department of Local Affairs (DOLA) Peace Officers Mental Health Support grant program, in the amount of $100,000, establishing project number PS2501, and budgeting and appropriating funds into project PS2501 - *Introduced April 14, 2025 by Brett Boston*

R3 An Ordinance approving and accepting an El Pomar Foundation Grant and applicable conditions pertaining thereto, establishing project no. PS 2502 for the purchase of the wildland personal protective equipment and budgeting and appropriating grant funds in the amount of $11,000.00 for the purposes authorized by the grant agreement - *Introduced April 14, 2025 by Brett Boston*

R4 This Ordinance approves and accepts a Warranty Deed from Neighborhood Services, Inc. for property located adjacent to the Chinook Lane right-of-way near 1080 Chinook Lane, Pueblo, Colorado - *Introduced April 14, 2025 by Brett Boston*

R5 An Ordinance approving an Amendment that removes 20 acres from the Lease Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, Department of Human Services for the premises known as the Langoni Sports Complex - *Introduced April 14, 2025 by Brett Boston*

R6 An Ordinance approving a Deposit Agreement between MAVERIK QOZB 2023, LLC, a Utah limited liability company, and the City of Pueblo, a Colorado Municipal Corporation, relating to the installation of public improvements associated with the property at Block 1, Lot 4 located within the Southern Colorado Medical Center, Filing No. 1 Subdivision, and authorizing the Mayor to execute same - *Introduced April 14, 2025 by Brett Boston*

R7 An Ordinance approving an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo County relating to the use of 2016 Ballot Question 1A Capital Improvement Program Project Funding for the Eastside Pedestrian,

Parking and Streetscape Improvements, accepting, budgeting and appropriating funds in the amount of $810,145.00, and authorizing the Mayor to execute same - *Introduced April 14, 2025 by Brett Boston*

R8 An Ordinance approving an Assistance Amendment between the City of Pueblo, a Colorado Municipal Corporation, and the U.S. Environmental Protection Agency in the amount of $250,000, and budgeting and appropriating funds in the amount of $250,000 into PL2501 relating to the EPA Brownfields Multipurpose Grant, and authorizing the Mayor to execute same - *Introduced April 14, 2025 by Brett Boston*

R9 An Ordinance approving and authorizing the Mayor to execute an Option to Purchase Agreement between the City of Pueblo, a Colorado Municipal Corporation and the Pueblo Economic Development Corporation, a Colorado Nonprofit Corporation, relating to a future job creating capital improvement project - *Introduced April 14, 2025 by Brett Boston*

## S. QUASI-JUDICIAL PROCEEDING

S1 An Ordinance amending zoning restrictions to rezone 4580 Dillon Drive from PUD, Planned Unit Development to B-3, Highway and Arterial Business Zone District - *Introduced April 14, 2025 by Brett Boston*

S2 An Ordinance approving the Dillon North Subdivision - *Introduced April 14, 2025 by Brett Boston*

S3 An Ordinance amending zoning restrictions to rezone 430 Colorado Avenue from R-5, Multiple Residential and Office Zone District to B-2, Sub-Regional Business Zone District - *Introduced April 14, 2025 by Brett Boston*

S4 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 April 14, 2025 by Brett Boston*

S5 An Ordinance amending zoning restrictions to rezone 21.848-acres generally located north of State Highway 47/Cesar Chavez Boulevard and Dillon Drive intersection from I-2, industrial to B-3, Highway and Arterial Business Zone District - *Introduced April 14, 2025 by Brett Boston*

## T. ADJOURN

[MEET_FOOT]

# Proclamation

## *"56th Annual Professional Municipal Clerks Week"*

***May 4–10, 2025***

**WHEREAS:** The Office of the Professional Municipal Clerk is a time honored and vital part of local government which exists throughout the world and is the oldest among public servants; and

**WHEREAS:** Professional Municipal Clerks Week is endorsed by its members throughout the United States, Canada, and 15 other countries, the week is a time of celebration and reflection on the importance of the Clerk's office; and

**WHEREAS:** The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

**WHEREAS:** Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

**WHEREAS:** The Professional Municipal Clerk serves as the information center on functions of local government and community; and

**WHEREAS:** Professional Municipal Clerks continually strive to improve the administration of the affairs of the municipality through participation in education programs, seminars, workshops and the annual meetings of their state, county, city, and international professional organizations.

**NOW, THEREFORE, We, the City Council and Mayor of the City of Pueblo**, do hereby proclaim May 4 through 10, 2025, as **56th Annual Professional Municipal Clerks Week** in the City of Pueblo and further extend appreciation to our Professional Municipal Clerk and to all Professional Municipal Clerks for the vital services they perform and their dedication to the communities they represent.

***IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Pueblo, Colorado, to be affixed this 28th day of April 2025.***

*Heather Graham, Mayor*

*Mark Aliff, City Council President*

# REGULAR CITY COUNCIL MEETING
# CITY COUNCIL CHAMBERS – CITY HALL
# #1 CITY HALL PLACE
# MONDAY, APRIL 14, 2025 - 7:00 PM

# MINUTES

## A. CALL TO ORDER

President Aliff called the meeting to order at 7:10 p.m.

## B. INVOCATION

## C. PLEDGE OF ALLEGIANCE

## D. ROLL CALL

**Council Members Present:** Mark Aliff, Brett Boston, Dennis Flores, Roger Gomez, Regina Maestri, Sarah Martinez.

**Council Members Present via Zoom:** None.

**Council Members Absent:** Joe Latino.

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

## E. SPECIAL RECOGNITIONS

## E1 CERTIFICATE OF RECOGNITION: PAUL TRUJILLO, PUEBLO TRANSIT OPERATOR

## E2 PROCLAMATION PRESENTATION: "ARBOR DAY - APRIL 17, 2025" - CHARLIE KUNTZ, FORESTRY COORDINATOR & STEVEN MEIER, DIRECTOR OF PARKS AND RECREATION

## E3 PROCLAMATION PRESENTATION: "PUEBLO VITA FREE INCOME TAX FILING DAYS - JANUARY 27 – APRIL 15, 2025" - LUANNE MAEZ, ECONOMIC MOBILITY AND OPPORTUNITY MANAGER FOR UNITED WAY OF PUEBLO

## F. PUBLIC FORUM

- Elvis Martinez - Crime, Vandalism, City Council accountability
- Ted Freeman - Power Players

- Eric Eisenberg - Crime at Central Plaza
- Dustin Hardgrove - Crime & Drugs in Bessemer
- Dave Decenzo - Comanche 2 & Data controls
- Rick Alvarado - Housing

## G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

## H. REVIEW OF AGENDA

The agenda was reviewed page by page.

## I. APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Gomez, moved to postpone item R4 to the April 28, 2025 agenda and approve the agenda as amended.

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

## J. READING AND APPROVAL OF MINUTES

## J1 CITY COUNCIL MINUTES MARCH 24, 2025

Councilor Boston, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **March 24, 2025** as distributed.

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

## K. CONSENT AGENDA

## L. COMMUNICATIONS

## L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 2/12/2025

## M. RESOLUTIONS

## M1 A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED $189,200 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., A CALIFORNIA CORPORATION, FOR THE PURPOSE OF MEETING CURRENT 2026 DISCHARGER SPECIFIC VARIANCE MILESTONES INCLUDING THE DEVELOPMENT OF A REPORT WITH RESPECT TO THE FEASIBILITY OF TREATMENT OF SELENIUM AND SULFATE

This Resolution was assigned as **15945**.

## M2 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $131,214.75 TO CEDAR RIDGE LANDSCAPE, INC., FOR

**PROJECT NO. 25-029, CONCRETE IMPROVEMENTS - GROVE NEIGHBORHOOD (CDBG), SETTING FORTH $20,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as **15946**.

**M3 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $82,813.00 TO FRPHI HYDRONICS LLC AND SETTING FORTH $5,000.00 FOR CONTINGENCIES, FOR PROJECT NO. 25-034 REMOVAL AND REPLACEMENT OF HEATER FOR CITY PARK POOL AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME**

This Resolution was assigned as **15947**.

**M4 A RESOLUTION APPROVING AND ACCEPTING A DONATION FROM THE ROEVER FOUNDATION FOR 33 SETS OF BODY ARMOR AND 33 TACTICAL HELMETS TO THE PUEBLO FIRE DEPARTMENT**

This Resolution was assigned as **15948**.

**M5 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $33,895.00 TO FRPHI ECS & LANDSCAPING, INC. AND SETTING FORTH $3,400.00 FOR CONTINGENCIES, FOR PROJECT NO. 25-025A MITCHELL PARK POOL SAND FILTRATION SYSTEM REPLACEMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as **15949**.

**M6 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $52,029 TO WICKED OUTLAW CONSTRUCTION, FOR PROJECT NO. 25-028, CONCRETE IMPROVEMENTS - 1100 BLOCK CRYSTAL PLACE (CDBG), SETTING FORTH $8,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as **15950**.

**M7 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $25,492.30 TO BALANCE CONCRETE, LLC. FOR PROJECT NO. 25-018, CONCRETE IMPROVEMENTS - 4051 NORTH PEAKVIEW DRIVE, SETTING FORTH $5,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as **15951**.

**M8 A RESOLUTION APPROVING AND ACCEPTING THE COLORADO FIREFIGHTER SAFETY AND DISEASE PREVENTION GRANT, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $20,000 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT AND ESTABLISHING PROJECT PS2503 FOR THE GRANT AWARD**

This Resolution was assigned as **15952**.

**M9 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $9,526.90 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1605 CEDARWOOD LN., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.**

This Resolution was assigned as **15953**.

**M10 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $6,116.49 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 217 E PITKIN AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.**

This Resolution was assigned as **15954**.

**M11 A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO CREDIT SANITARY SEWER FEES OF $861.74 TO PRIGMORE'S ALIGNMENT SERVICES.**

This Resolution was assigned as **15955**.

**M12 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-7) TO COLORADO STATE UNIVERSITY - PUEBLO (CSU-PUEBLO) FOR THE CLOSURE OF RAWLINGS BLVD. FROM TROY AVE., ROMA WAY FROM TROY AVE. AND DESERT FLOWER BLVD. FROM WALKING STICK BLVD, AS WELL AS TRAFFIC CONTROL SIGNS DIRECTING TRAFFIC AT THE INTERSECTION OF BONFORTE BLVD. AND BARTLEY AVE. TO FACILITATE THE CSU-PUEBLO GRADUATION CEREMONY ON SATURDAY, MAY 17, 2025**

This Resolution was assigned as **15956**.

**M13 A RESOLUTION APPOINTING COUNCILOR MARK ALIFF TO THE FOUNTAIN CREEK WATERSHED FLOOD CONTROL & GREENWAY DISTRICT GOVERNING BOARD**

This Resolution was assigned as **15957**.

**M14 A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A PROFESSIONAL LEGAL SERVICES AGREEMENT WITH WILSON WILLIAMS LLP DBA WILSON WILLIAMS FELLMAN DITTMAN**

This Resolution was assigned as **15958**.

**M15 A RESOLUTION RESCINDING A CONSTRUCTION CONTRACT TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 24-041, ASPHALT IMPROVEMENTS - COURT STREET.**

This Resolution was assigned as **15959**.

## N. ORDINANCES – FIRST PRESENTATION

**N1 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) PEACE OFFICERS MENTAL HEALTH SUPPORT GRANT PROGRAM, IN THE AMOUNT OF $100,000, ESTABLISHING PROJECT NUMBER PS2501, AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2501**

**N2 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 4580**

**DILLON DRIVE FROM PUD, PLANNED UNIT DEVELOPMENT TO B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT**

**N3 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 430 COLORADO AVENUE FROM R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT TO B-2, SUB-REGIONAL BUSINESS ZONE DISTRICT**

**N4 THIS ORDINANCE APPROVES AND ACCEPTS A WARRANTY DEED FROM NEIGHBORHOOD SERVICES, INC. FOR PROPERTY LOCATED ADJACENT TO THE CHINOOK LANE RIGHT-OF-WAY NEAR 1080 CHINOOK LANE, PUEBLO, COLORADO**

**N5 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**

**N6 AN ORDINANCE APPROVING AND ACCEPTING AN EL POMAR FOUNDATION GRANT AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NO. PS 2502 FOR THE PURCHASE OF THE WILDLAND PERSONAL PROTECTIVE EQUIPMENT AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $11,000.00 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT**

**N7 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 21.848-ACRES GENERALLY LOCATED NORTH OF STATE HIGHWAY 47/CESAR CHAVEZ BOULEVARD AND DILLON DRIVE INTERSECTION FROM I-2, INDUSTRIAL TO B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT**

**N8 AN ORDINANCE APPROVING THE DILLON NORTH SUBDIVISION**

**N9 AN ORDINANCE APPROVING AN AMENDMENT THAT REMOVES 20 ACRES FROM THE LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, DEPARTMENT OF HUMAN SERVICES FOR THE PREMISES KNOWN AS THE LANGONI SPORTS COMPLEX**

**N10 AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN MAVERIK QOZB 2023, LLC, A UTAH LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE INSTALLATION OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROPERTY AT BLOCK 1, LOT 4 LOCATED WITHIN THE SOUTHERN**

**COLORADO MEDICAL CENTER, FILING NO. 1 SUBDIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

**N11 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY RELATING TO THE USE OF 2016 BALLOT QUESTION 1A CAPITAL IMPROVEMENT PROGRAM PROJECT FUNDING FOR THE EASTSIDE PEDESTRIAN, PARKING AND STREETSCAPE IMPROVEMENTS, ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $810,145.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

**N12 AN ORDINANCE APPROVING AN ASSISTANCE AMENDMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF $250,000, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $250,000 INTO PL2501 RELATING TO THE EPA BROWNFIELDS MULTIPURPOSE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

**N13 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN OPTION TO PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO ECONOMIC DEVELOPMENT CORPORATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A FUTURE JOB CREATING CAPITAL IMPROVEMENT PROJECT**

## O. APPROVAL OF CONSENT AGENDA

Councilor Boston, seconded by Councilor Flores, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for April 28,2025, and Order the Ordinances to be published BY TITLE.

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

## P. REGULAR AGENDA

## Q. RESOLUTIONS

**Q1 A RESOLUTION ENCOURAGING A YES VOTE ON BALLOT ITEM 2A OF THE MAY 6, 2025, SPECIAL ELECTION TO TERMINATE THE CITY'S FRANCHISE AGREEMENT WITH BLACK HILLS COLORADO ELECTRIC, LLC DBA BLACK HILLS ENERGY**

A staff report and detailed review of the Resolution was given by Harley Gifford, Deputy City Attorney.

- Ken Danti appeared in person to speak in favor of this resolution
- Elvis Martinez appeared in person to speak against this resolution
- Ted Freeman appeared in person to speak against this resolution
- Dave Decenzo appeared in person to speak in favor of this resolution

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

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

This Resolution was assigned as **15960**.

## Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO ZOO IN THE AMOUNT OF $2,000 TO SPONSOR THE ZOOFARI ON FRIDAY, JUNE 20, 2025, AT 5 PM AT THE PUEBLO ZOO

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

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

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

This Resolution was assigned as **15961**.

## Q3 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 $1,000 TO SPONSOR THE 5TH ANNUAL 40 UNDER 40 EMERGING LEADERS AWARDS CEREMONY ON SATURDAY, JUNE 14, 2025, IN THE OCCHIATO BALLROOM AT COLORADO STATE UNIVERSITY PUEBLO AT 6:00 PM

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

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

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

This Resolution was assigned as **15962**.

## Q4 A RESOLUTION AUTHORIZING A PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO MEMORIAL HALL IN THE AMOUNT OF $1,900 TO SPONSOR THE HALL RENTAL FOR PUEBLO HAS TALENT ON SUNDAY, MAY 18TH, 2025

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

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

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

This Resolution was assigned as **15963**.

**Q5 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO EL MOVIMIENTO SIGUE IN THE AMOUNT OF $2,000 TO SPONSOR THE 2025 CINCO DE MAYO EVENT FROM 12-7 PM AT RAY AGUILERA PARK ON MAY 5, 2025**

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

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

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

This Resolution was assigned as **15964**.

**Q6 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE PUEBLO LIBRARY DISTRICT IN THE AMOUNT OF $2,000 TO SPONSOR THE 2025 THE SUMMER READING PROGRAM AND BOOK LOVERS BALL AT THE PUEBLO LIBRARY - RAWLINGS BRANCH ON OCTOBER 24TH, 2025 AT 6:30 PM**

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

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

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

This Resolution was assigned as **15965**.

## R. ORDINANCES – FINAL PRESENTATION

**R1 AN ORDINANCE TRANSFERRING $464,847.70 FROM THE CAPITAL IMPROVEMENT FUND TO THE HOUSING REHAB FUND BY WAY OF $50,000 FROM PROJECT CI0139 IN-STREAM WATER RIGHTS, $10,560.88 FROM PROJECT CI1910 PUEBLO RESCUE MISSION - HOMELESS SHELTER, $3,066.62 FROM PROJECT CI2004 STRATEGIC HOUSING PLAN, $165,000 FROM PROJECT CI2302 RECORD MANAGEMENT SYSTEM - FIRE, $60,000 FROM PROJECT CI2402 CONSOLIDATED PLAN, $38,000 FROM PROJECT CI2403 DEVELOPMENT STUDY, $40,000 FROM PROJECT HS2502 SECTION 3 EMPLOYMENT GUIDE, AND $98,220.20 FROM PROJECT CI2406 JAN '24 MAYORAL RUNOFF ELECTION TO PROJECT HS2480 - HOMELESS SHELTER OPERATIONS.**

A staff report and detailed review of the Ordinance was given by Melissa Cook, Housing Administrator.

**PUBLIC HEARING:**

- Tess Carleo appeared in person to speak in favor of this ordinance
- David Tinell appeared in person to speak in favor of this ordinance
- Jacqueline Montez appeared in person to speak in favor of this ordinance
- Amanda Montoya appeared in person to speak in favor of this ordinance
- Sarah Money appeared in person to speak in favor of this ordinance
- Elvis Martinez appeared in person to speak against this ordinance

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

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

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

This Ordinance was assigned as **10925.**

**R2 AN ORDINANCE APPROVING AN APPROPRIATION AGREEMENT IN THE AMOUNT OF SEVEN HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED FORTY-SEVEN ($769,847) DOLLARS TO PROVIDE SERVICES AS OUTLINED IN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT 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 Carla Sikes, City Attorney.

**PUBLIC HEARING:**

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

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

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

This Ordinance was assigned as **10926.**

**R3 AN ORDINANCE APPROVING AN AMENDMENT TO A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO SCHOOL DISTRICT NO. 60, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME.**

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

**PUBLIC HEARING:**

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

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

final presentation.

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

This Ordinance was assigned as **10927.**

## R4 AN ORDINANCE CREATING A NEW SECTION 14 OF CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE RELATING TO PEDESTRIAN SAFETY AND ACCESS TO SIDEWALKS AND PUBLIC RIGHTS-OF-WAY IN THE DOWNTOWN BUSINESS AREA OF THE CITY

This item was postponed to the April 28, 2025 agenda.

## S. QUASI-JUDICIAL PROCEEDINGS

## S1 AN ORDINANCE VACATING A 200 SQUARE FOOT PORTION OF THE ABRIENDO AVENUE RIGHT-OF-WAY

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #V24-04, dated November 13, 2024, be made part of the record for this hearing. So ordered by President Aliff.

**PUBLIC HEARING:**

- Dave DeCenzo appeared in person to speak against this ordinance

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

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

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

This Ordinance was assigned as **10928.**

## T. COUNCIL MEMBER CONFLICT OF INTEREST

## U. COMMUNICATIONS

## U1 A CITIZEN FILED AN ETHICS COMPLAINT AGAINST MAYOR GRAHAM

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

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

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

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

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

## U2 A CITIZEN FILED AN ETHICS COMPLAINT AGAINST MAYOR GRAHAM

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

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

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

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

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

## U3 A CITIZEN FILED AN ETHICS COMPLAINT AGAINST COUNCILOR MAESTRI

Councilor Maestri was excused from the meeting.

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

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

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

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

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

## V. ADJOURN

President Aliff adjourned the meeting at 10:26 p.m.

Respectfully submitted,

Marisa Stoller
City Clerk

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi

***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado
Wednesday March 12, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi.

**Commissioners Absent:** One Commission Seat Vacant

**Staff Members Present:** David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner, Hannah Prinzi, Planner, Cindy Capritta, Land Use Tech

**Staff Members Absent**: None

**Approval of the Agenda:** Bailey motioned to approve the agenda as amended, seconded by Boston.

**Motion Passed:** 6-0

**Public Hearings:**

**1. Z-25-01 Rezone:** Rezoning of 0.92 acres located at 4580 Dillon Dr from Planned Unit Development (PUD) to Highway and Arterial Business (B-3) to facilitate commercial development. Staff Report by Hannah Prinzi, Planner.

**Hearing**: Applicant Michael Cuppy was sworn in and spoke in support of the rezoning application. No one appeared in opposition.

**Commission Action:** Bailey moved to recommend the rezoning application to City Council seconded by Avalos.

**Motion Passed:** 6-0.

**2. Z-25-02 Rezone:** Rezoning of 0.17 acres located at 430 Colorado Ave. from Multiple Residential and Office (R-5) Zone District to Sub-Regional Business (B-2) Zone District. Staff Report by Mikaylin Hackley, Planner.

**Hearing**: Applicant Amanda Wilson was sworn in and spoke in support of the rezoning application. No one appeared in opposition.

**Commission Action:** Bailey moved to recommend the rezoning application to City Council seconded by Boston.

**Motion Passed:** 6-0.

**3. Z-23-11 Rezone:** Rezoning of 21.848 acres from I-2, Industrial to B-3, Highway and Arterial Business District, to facilitate the Dillon North, A Special Area Plan Subdivision and future commercial development. Generally located north of the Cesar Chavez Blvd. and Dillon Drive intersection. Staff Report by Beritt Odom, Principal Planner

**Hearing**: Applicants Darlene Horn and Toni Acri were sworn in and spoke in support of the rezoning application. Kathy Spicola was sworn in and discussed concerns about the project.

**Commission Action:** Bailey moved to recommend the rezoning application to City Council seconded by Aznar.

**Motion Passed:** 6-0.

**4. S-23-08 Dillon North Subdivision, a Special Area Plan,** subdivision of 33.85 acres into commercial lots, industrial lots, and parcels for drainage, utilities, and future development. Generally located north of the Cesar Chavez Blvd. and Dillon Drive intersection. Staff Report by Beritt Odom, Principal Planner.

**Hearing**: Applicants Darlene Horn and Toni Acri remained sworn in and spoke in support of the rezoning application. No one appeared in opposition.

**Commission Action:** Bailey moved to recommend the rezoning application to City Council with conditions 1-4 be completed before forwarding to Council, seconded by Boston.

**Motion Passed:** 6-0

**5. 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 Amendment creates local provisions for how and where natural medicine business can operate in Pueblo. Staff Report by Hannah Prinzi, Planner.

**Hearing**: No applicatants.

**Commission Action:** Bailey moved to recommend the text amendment application to City Council seconded by Boston.

**Motion Passed:** 6-0

**Approval of Minutes:** Avalos motioned to approve minutes from February 12, seconded by Bailey.

**Motion Passed**: 6-0

**Old/New Business:**

**Adjourn@ 4:20 p.m.**

Respectfully submitted,

Mike Castellucci
Chairperson

Scott Hobson
Executive Secretary

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

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** April 28, 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 $839,373.00 TO CARAVEO CONSTRUCTION, INC., FOR PROJECT NO. 25-035, ASPHALT IMPROVEMENTS - BONFORTE BOULEVARD, SETTING FORTH $169,127.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

## SUMMARY:

Attached is a resolution awarding a construction contract to Caraveo Construction, Inc., for Project No. 25-035, Asphalt Improvements - Bonforte Boulevard.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

In general, this project will consist of asphalt mill and overlay of Bonforte Boulevard from State Highway 50 to State Highway 47. This Resolution awards the construction contract to Caraveo Construction, Inc.

## FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $1,008,500.00 will be paid from Project Account CI2415 Street Rehabilitation.

## BOARD/COMMISSION RECOMMENDATION:

None.

## STAKEHOLDER PROCESS:

None.

## ALTERNATIVES:

Denial of this resolution will cancel this project.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 25-035 Bid Summary

RESOLUTION NO.

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $839,373.00 TO CARAVEO CONSTRUCTION, INC., FOR PROJECT NO. 25-035, ASPHALT IMPROVEMENTS - BONFORTE BOULEVARD, SETTING FORTH $169,127.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-035, Asphalt Improvements - Bonforte Boulevard have been received and examined; and,

WHEREAS, the proposal of Caraveo Construction, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 25-035, Asphalt Improvements - Bonforte Boulevard to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-035, Asphalt Improvements - Bonforte Boulevard, to be performed, and the contract for said project is hereby awarded to Caraveo Construction, Inc., in the amount of $839,373.00.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work…….$169,127.00

SECTION 4.

Funds for Project No. 25-035 (including contingencies and additional work) shall be from Project Account CI2415, Street Rehabilitation.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 28, 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. 25-035 (CI2415)

## Asphalt Improvements - Bonforte Boulevard

RESPONSE DEADLINE: March 27, 2025 at 9:00 am
Report Generated: Thursday, March 27, 2025

### VENDOR TOTALS

| Vendor | Total |
|---|---|
| CARAVEO CONSTRUCTION INC. | $839,373.00 |
| Oldcastle SW Group Inc. | $855,853.65 |
| Pyramid Construction, Inc. | $895,200.50 |
| Martin Marietta Materials, Inc. | $899,995.41 |
| Kiewit Infrastructure Co. | $927,431.00 |
| Tony J Beltramo & Sons, Inc. | $927,530.60 |

## BASE BID

| Base Bid | | | | CARAVEO CONSTRUCTION INC. | | Kiewit Infrastructure Co. | | Martin Marietta Materials, Inc. | | Oldcastle SW Group Inc. | | Pyramid Construction, Inc. | | Tony J Beltramo & Sons, Inc. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Line Item | Description | Qty | UOM | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| 1 | Asphalt Cold mill Planning ± 2 inches | 41544 | S.Y. | $2.97 | $123,385.68 | $2.00 | $83,088.00 | $2.49 | $103,444.56 | $2.25 | $93,474.00 | $2.70 | $112,168.80 | $3.40 | $141,249.60 |
| 2 | Install HMA SX PG 64-28 Asphalt Overlay | 4570 | TON | $106.59 | $487,116.30 | $130.00 | $594,100.00 | $114.69 | $524,133.30 | $103.00 | $470,710.00 | $126.50 | $578,105.00 | $106.70 | $487,619.00 |
| 3 | Adjust Sanitary Manholes to Finished Grade | 27 | EA. | $150.00 | $4,050.00 | $400.00 | $10,800.00 | $800.00 | $21,600.00 | $940.00 | $25,380.00 | $500.00 | $13,500.00 | $1,300.00 | $35,100.00 |
| 4 | Adjust Stormwater Manholes to Finished Grade | 5 | EA. | $150.00 | $750.00 | $400.00 | $2,000.00 | $540.00 | $2,700.00 | $465.00 | $2,325.00 | $500.00 | $2,500.00 | $1,300.00 | $6,500.00 |
| 5 | Adjust Water Valves to Finished Grade | 48 | EA. | $150.00 | $7,200.00 | $50.00 | $2,400.00 | $185.00 | $8,880.00 | $318.00 | $15,264.00 | $252.00 | $12,096.00 | $300.00 | $14,400.00 |
| 6 | Adjust Survey Boxes to Finished Grade | 4 | EA. | $150.00 | $600.00 | $120.00 | $480.00 | $545.00 | $2,180.00 | $335.00 | $1,340.00 | $257.00 | $1,028.00 | $300.00 | $1,200.00 |
| 7 | Asphalt Patching (3-inches HMA) | 500 | S.F. | $6.50 | $3,250.00 | $4.00 | $2,000.00 | $6.50 | $3,250.00 | $3.50 | $1,750.00 | $5.00 | $2,500.00 | $6.00 | $3,000.00 |
| 8 | Asphalt Patching (3-inches HMA on 8-inches ABC) | 500 | S.F. | $7.50 | $3,750.00 | $6.00 | $3,000.00 | $11.95 | $5,975.00 | $13.15 | $6,575.00 | $12.50 | $6,250.00 | $7.20 | $3,600.00 |

| Base Bid | | | | CARAVEO CONSTRUCTION INC. | | Kiewit Infrastructure Co. | | Martin Marietta Materials, Inc. | | Oldcastle SW Group Inc. | | Pyramid Construction, Inc. | | Tony J Beltramo & Sons, Inc. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Line Item | Description | Qty | UOM | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| 9 | Class 6 Base Material (Place and Compact) | 10 | TON | $90.00 | $900.00 | $50.00 | $500.00 | $119.25 | $1,192.50 | $111.75 | $1,117.50 | $100.00 | $1,000.00 | $43.00 | $430.00 |
| 10 | Vehicle Towing Allowance | 10 | EA. | $350.00 | $3,500.00 | $90.00 | $900.00 | $150.00 | $1,500.00 | $350.00 | $3,500.00 | $120.00 | $1,200.00 | $50.00 | $500.00 |
| 11 | Install Pavement Markings per City Plan (Inlaid Epoxy 4" White) | 5831 | S.F. | $5.85 | $34,111.35 | $3.50 | $20,408.50 | $4.50 | $26,239.50 | $3.05 | $17,784.55 | $5.15 | $30,029.65 | $3.00 | $17,493.00 |
| 12 | Install Pavement Markings per City Plan (Inlaid Epoxy 8" White) | 1027 | S.F. | $5.85 | $6,007.95 | $3.50 | $3,594.50 | $4.50 | $4,621.50 | $3.05 | $3,132.35 | $5.15 | $5,289.05 | $3.00 | $3,081.00 |
| 13 | Install Pavement Markings per City Plan (Inlaid Epoxy 4" Yellow) | 4210 | S.F. | $5.85 | $24,628.50 | $3.50 | $14,735.00 | $4.50 | $18,945.00 | $3.05 | $12,840.50 | $5.15 | $21,681.50 | $3.00 | $12,630.00 |
| 14 | Install Thermoplastic Markings per City Plan (Arrows) | 137 | S.F. | $12.00 | $1,644.00 | $23.00 | $3,151.00 | $16.55 | $2,267.35 | $20.25 | $2,774.25 | $17.50 | $2,397.50 | $20.00 | $2,740.00 |
| 15 | Install Thermoplastic Markings per City Plans ( X-Walk) | 1260 | S.F. | $12.00 | $15,120.00 | $20.00 | $25,200.00 | $13.80 | $17,388.00 | $18.25 | $22,995.00 | $15.00 | $18,900.00 | $18.00 | $22,680.00 |
| 16 | Install Thermoplastic Markings per City Plans (Stop Bars) | 536 | S.F. | $12.00 | $6,432.00 | $20.00 | $10,720.00 | $13.80 | $7,396.80 | $18.25 | $9,782.00 | $15.00 | $8,040.00 | $18.00 | $9,648.00 |

| Base Bid | | | | CARAVEO CONSTRUCTION INC. | | Kiewit Infrastructure Co. | | Martin Marietta Materials, Inc. | | Oldcastle SW Group Inc. | | Pyramid Construction, Inc. | | Tony J Beltramo & Sons, Inc. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Line Item | Description | Qty | UOM | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| 17 | Install Thermoplastic Markings per City Plans (Bike Lane Markers) | 99 | S.F. | $12.00 | $1,188.00 | $23.00 | $2,277.00 | $16.55 | $1,638.45 | $20.25 | $2,004.75 | $17.50 | $1,732.50 | $20.00 | $1,980.00 |
| 18 | Install Thermoplastic Markings per City Plans (Sharrows) | 199 | S.F. | $12.00 | $2,388.00 | $23.00 | $4,577.00 | $16.55 | $3,293.45 | $20.25 | $4,029.75 | $17.50 | $3,482.50 | $20.00 | $3,980.00 |
| 19 | Erosion and Sediment Control | 1 | L.S. | $5,350.00 | $5,350.00 | $5,000.00 | $5,000.00 | $5,515.00 | $5,515.00 | $5,075.00 | $5,075.00 | $13,800.00 | $13,800.00 | $3,000.00 | $3,000.00 |
| 20 | Traffic Control | 1 | L.S. | $79,001.22 | $79,001.22 | $97,000.00 | $97,000.00 | $96,430.00 | $96,430.00 | $114,000.00 | $114,000.00 | $29,500.00 | $29,500.00 | $67,700.00 | $67,700.00 |
| 21 | Mobilization | 1 | L.S. | $29,000.00 | $29,000.00 | $41,500.00 | $41,500.00 | $41,405.00 | $41,405.00 | $40,000.00 | $40,000.00 | $30,000.00 | $30,000.00 | $89,000.00 | $89,000.00 |
| Total | | | | | $839,373.00 | | $927,431.00 | | $899,995.41 | | $855,853.65 | | $895,200.50 | | $927,530.60 |

## VENDOR QUESTIONNAIRE PASS/FAIL

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

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** April 28, 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 AUTHORIZING THE CITY OF PUEBLO TO GRANT PARTIAL WAIVERS OF FEES TOTALING $250,000 RELATED TO THE WASTEWATER SANITARY SEWER COLLECTION FEES AND THE PLANT INVESTMENT FEES ASSESSED TO THE COMPASS POINTE AFFORDABLE HOUSING PROJECT TO BE LOCATED ON PARCEL NO. 428200007 OFF OF OAKSHIRE LANE

## SUMMARY:

Attached is a Resolution authorizing the City of Pueblo to issue a partial waiver of fees for wastewater sanitary sewer collection fees (SSCF) and plant investment fees (PIF) totaling up to $250,000, requested by the Kittle Property Group Inc. for the development of the Compass Pointe affordable housing development.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The Kittle Property Group has been awarded a Private Activity Bond (PAB) allocation from the Colorado Housing and Finance Authority (CHFA) to construct a 192-unit affordable housing development on Pueblo's East side. This project will be utilizing various public and private funding sources including the PAB allocation, Proposition 123 funding from the State Division of Housing, Low Income Housing Tax Credits (LIHTC) from CHFA, and HOME funds from the City of Pueblo to finance the over $72M project.

## FINANCIAL IMPLICATIONS:

The Wastewater Utility will grant a partial waiver of SSCF and PIF fees. Based on 192 new units of affordable housing at the 2025 rate schedule, the waivers to the Compass Pointe affordable housing project shall be as follows:

| Fee Type | Amount |
|---|---|

| | |
|---|---|
| Sanitary Sewer Collection Fee Waiver | $125,000 |
| Plant Investment Fee Waiver | $125,000 |
| Total Waiver Fees | $250,000 |

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

The developer has conducted a neighborhood meeting to present the project to the surrounding neighbors.

**ALTERNATIVES:**

If this Resolution is not approved, the financial feasibility of the project will be weakened, but the true impact will affect the Kittle Property Group's funding application to CHFA. Without a local contribution, CHFA will view the project as not having substantial support. The competition to secure LIHTC dollars is highly competitive, and local support makes the development more viable.

**RECOMMENDATION:**

Approve the Resolution.

**ATTACHMENTS:**

1. Compass Pointe Resolution WW TAP - PIF Waiver Background
2. Compass Pointe Resolution WW TAP - PIF Waiver Resolution

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO GRANT PARTIAL WAIVERS OF FEES TOTALING $250,000 RELATED TO THE WASTEWATER SANITARY SEWER COLLECTION FEES AND THE PLANT INVESTMENT FEES ASSESSED TO THE COMPASS POINTE AFFORDABLE HOUSING PROJECT TO BE LOCATED ON PARCEL NO. 428200007 OFF OF OAKSHIRE LANE

WHEREAS, The lack of affordable housing in the City has a negative impact on the City's economic development; and,

WHEREAS, The construction of the Compass Pointe affordable housing development on an 15.4-acre complex within the corporate limits of the City of Pueblo will result in sales and use tax revenue associated with the project; and,

WHEREAS, The waiver of fees for Wastewater Utility tap and plant investment fees as authorized by this Resolution is for a public purpose and in furtherance of a municipal function and will enhance economic development in the City; and,

WHEREAS, Affordable housing developments yield much less ongoing revenue than market rate properties, making additional subsidies necessary for projects to be viable; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City shall grant a waiver of $250,000 towards wastewater sanitary sewer collection fees and plant investment fees charged to the Compass Pointe affordable housing development consisting of 192-units and located off of Oakshire Lane on Parcel No.428200007.

SECTION 2.

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

SECTION 3.

The waiver of wastewater utility fees as provided in this Resolution will expire on December 31, 2025 unless the issuance of a building permit by the Pueblo Regional Building Department for the construction of the apartment complex has occurred.

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 28, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** April 28, 2025

TO: President Heather Graham and Members of

City Council CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Melissa Cook

SUBJECT: A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO GRANT PARTIAL WAIVERS OF FEES TOTALING $250,000 RELATED TO THE WASTEWATER SANITARY SEWER COLLECTION FEES AND THE PLANT INVESTMENT FEES ASSESSED TO THE COMPASS POINTE AFFORDABLE HOUSING PROJECT TO BE LOCATED ON PARCEL NO. 428200007 OFF OF OAKSHIRE LANE

## SUMMARY:

Attached is a Resolution authorizing the City of Pueblo to issue a partial waiver of fees for wastewater sanitary sewer collection fees (SSCF) and plant investment fees (PIF) totaling up to $250,000 requested by the Kittle Property Group Inc. for the development of the Compass Pointe affordable housing development.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The Kittle Property Group has been awarded a Private Activity Bond (PAB) allocation from the Colorado Housing and Finance Authority (CHFA) to construct a 192-unit affordable housing development on Pueblo's East side. This project will be utilizing various public and private funding sources including the PAB allocation, Proposition 123 funding from the State Division of Housing, Low Income Housing Tax Credits (LIHTC) from CHFA, and HOME funds from the City of Pueblo to finance the over $72M project.

## FINANCIAL IMPLICATIONS:

The Wastewater Utility will grant a partial waiver of SSCF and PIF fees. Based on 192 new units of affordable housing at the 2025 rate schedule, the waivers to the Compass Pointe affordable housing project shall be as follows:

| Fee Type | Amount |
|---|---|
| Sanitary Sewer Collection Fee Waiver | $125,000 |
| Plant Investment Fee Waiver | $125,000 |
| Total Waiver Fees | $250,000 |

## BOARD/COMMISSION RECOMMENDATION:

None

## STAKEHOLDER PROCESS:

The developer has conducted a neighborhood meeting to present the project to the surrounding neighbors.

## ALTERNATIVES:

If this Resolution is not approved, the financial feasibility of the project will be weakened, but the true impact will affect the Kittle Property Group's funding application to CHFA. Without a local contribution, CHFA will view the project as not having substantial support. The competition to secure LIHTC dollars is highly competitive, and local support makes the development more viable.

## RECOMMENDATIONS:

Approve the Resolution.

RESOLUTION
NO.

A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO GRANT PARTIAL WAIVERS OF FEES TOTALING $250,000 RELATED TO THE WASTEWATER SANITARY SEWER COLLECTION FEES AND THE PLANT INVESTMENT FEES ASSESSED TO THE COMPASS POINTE AFFORDABLE HOUSING PROJECT TO BE LOCATED ON PARCEL NO. 428200007 OFF OF OAKSHIRE LANE

FINDINGS OF FACT

a. The lack of affordable housing in the City has a negative impact on the City's economic development; and,

b. The construction of the Compass Pointe affordable housing development on an 15.4-acre complex within the corporate limits of the City of Pueblo will result in sales and use tax revenue associated with the project; and,

c. The waiver of fees for Wastewater Utility tap and plant investment fees as authorized by this Resolution is for a public purpose and in furtherance of a municipal function and will enhance economic development in the City; and,

d. Affordable housing developments yield much less ongoing revenue than market rate properties, making additional subsidies necessary for projects to be viable.

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

SECTION 1.

The City shall grant a waiver of $250,000 towards wastewater sanitary sewer collection fees and plant investment fees charged to the Compass Pointe affordable housing development consisting of 192-units and located off of Oakshire Lane on Parcel No.428200007.

SECTION 2.

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

SECTION 3.

The waiver of wastewater utility fees as provided in this Resolution will expire on December 31, 2025 unless the issuance of a building permit by the

Pueblo Regional Building Department for the construction of the apartment complex has occurred.

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED : April 28, 2025

BY:_____
MEMBER OF CITY COUNCIL

APPROVED:

_____

_____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** April 28, 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 $133,076 TO CORNEJO MATERIALS, FOR PROJECT NO. 25-036, ASPHALT IMPROVEMENTS - MONUMENT AVENUE, SETTING FORTH $20,924 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

## SUMMARY:

Attached is a Resolution awarding a Construction Contract to Cornejo Materials, for Project No. 25-036, Asphalt Improvements - Monument Avenue.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

In general, this will consist of asphalt mill and overlay to Monument Avenue from East 7th Street to East 12th Street. This Resolution awards the construction contract to Cornejo Materials.

## FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $154,000.00 will be paid from Project Account CI2415 - Street Rehabilitation.

## BOARD/COMMISSION RECOMMENDATION:

None.

## STAKEHOLDER PROCESS:

None.

## ALTERNATIVES:

Denial of this resolution will cancel this project.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 25-036 Bid Summary

RESOLUTION NO.

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $133,076 TO CORNEJO MATERIALS, FOR PROJECT NO. 25-036, ASPHALT IMPROVEMENTS - MONUMENT AVENUE, SETTING FORTH $20,924 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-036, Asphalt Improvements - Monument Avenue have been received and examined; and,

WHEREAS, the proposal of Cornejo Materials, was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 25-036, Asphalt Improvements - Monument Avenue to be performed; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-036, Asphalt Improvements - Monument Avenue, to be performed, and the contract for said project is hereby awarded to Cornejo Materials, in the amount of $133,076.00.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work…….$20,924.00

SECTION 4.

Funds in the amount of $154,000.00 for Project No. 25-036 (including contingencies and additional work) shall be from Project Account CI2415 - Street Rehabilitation.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 28, 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. 25-036 (CI2415)

## Asphalt Improvements - Monument Avenue

RESPONSE DEADLINE: April 16, 2025 at 11:00 am
Report Generated: Wednesday, April 16, 2025

### VENDOR TOTALS

| Vendor | Base Bid | Bid Alternate No. 1 | Total |
|---|---|---|---|
| Cornejo Materials | $118,776.00 | $14,300.00 | $133,076.00 |
| Martin Marietta Materials, Inc. | $124,758.50 | $25,270.20 | $150,028.70 |
| Tony J Beltramo & Sons, Inc. | $128,026.00 | $24,382.00 | $152,408.00 |
| CARAVEO CONSTRUCTION INC. | $119,575.00 | $33,775.00 | $153,350.00 |
| Oldcastle SW Group Inc. | $152,443.50 | $29,964.00 | $182,407.50 |
| Pyramid Construction, Inc. | $159,069.50 | $30,260.00 | $189,329.50 |

## BASE BID (Table 1 of 2)

| Base Bid | | | | | CARAVEO CONSTRUCTION INC. | | Cornejo Materials | | Martin Marietta Materials, Inc. | | Oldcastle SW Group Inc. | | Pyramid Construction, Inc. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| X | 1 | Asphalt Cold Mill Planing ± 2 inches | 5840 | S.Y. | $2.97 | $17,344.80 | $2.70 | $15,768.00 | $2.30 | $13,432.00 | $3.25 | $18,980.00 | $3.15 | $18,396.00 |
| X | 2 | Install ±2 HMA SX PG 64-28 Asphalt Overlay | 643 | TON | $115.00 | $73,945.00 | $116.00 | $74,588.00 | $115.50 | $74,266.50 | $121.00 | $77,803.00 | $144.50 | $92,913.50 |
| X | 3 | Adjust Stormwater Manholes to Finished Grade | 5 | EA. | $139.00 | $695.00 | $500.00 | $2,500.00 | $875.00 | $4,375.00 | $885.00 | $4,425.00 | $595.00 | $2,975.00 |
| X | 4 | Adjust Water Valves to Finished Grade | 14 | EA. | $139.00 | $1,946.00 | $350.00 | $4,900.00 | $155.00 | $2,170.00 | $332.00 | $4,648.00 | $240.00 | $3,360.00 |
| X | 5 | Adjust Survey Boxes to Finished Grade | 4 | EA. | $139.00 | $556.00 | $350.00 | $1,400.00 | $225.00 | $900.00 | $345.00 | $1,380.00 | $275.00 | $1,100.00 |
| X | 6 | Vehicle Towing Allowance | 1 | EA. | $350.00 | $350.00 | $250.00 | $250.00 | $100.00 | $100.00 | $350.00 | $350.00 | $225.00 | $225.00 |

| Base Bid | | | | | CARAVEO CONSTRUCTION INC. | | Cornejo Materials | | Martin Marietta Materials, Inc. | | Oldcastle SW Group Inc. | | Pyramid Construction, Inc. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| X | 7 | Asphalt Patching (3-inches HMA) | 500 | S.F. | $6.50 | $3,250.00 | $5.00 | $2,500.00 | $5.50 | $2,750.00 | $3.75 | $1,875.00 | $4.85 | $2,425.00 |
| X | 8 | Asphalt Patching (3-inches HMA on 8-inches ABC) | 500 | S.F. | $7.50 | $3,750.00 | $5.50 | $2,750.00 | $13.00 | $6,500.00 | $13.15 | $6,575.00 | $12.15 | $6,075.00 |
| X | 9 | Class 6 Base Material (Place and Compact) | 10 | TON | $90.00 | $900.00 | $32.00 | $320.00 | $99.00 | $990.00 | $110.75 | $1,107.50 | $175.00 | $1,750.00 |
| X | 10 | Erosion and Sediment Control | 1 | L.S. | $1,515.00 | $1,515.00 | $1,000.00 | $1,000.00 | $1,450.00 | $1,450.00 | $4,000.00 | $4,000.00 | $6,250.00 | $6,250.00 |
| X | 11 | Traffic Control | 1 | L.S. | $9,548.20 | $9,548.20 | $9,000.00 | $9,000.00 | $13,475.00 | $13,475.00 | $17,500.00 | $17,500.00 | $11,600.00 | $11,600.00 |
| X | 12 | Mobilization | 1 | L.S. | $5,775.00 | $5,775.00 | $3,800.00 | $3,800.00 | $4,350.00 | $4,350.00 | $13,800.00 | $13,800.00 | $12,000.00 | $12,000.00 |
| Total | | | | | | $119,575.00 | | $118,776.00 | | $124,758.50 | | $152,443.50 | | $159,069.50 |

## BASE BID (Table 2 of 2)

| Base Bid | | | | | Tony J Beltramo & Sons, Inc. | |
|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 1 | Asphalt Cold Mill Planing ± 2 inches | 5840 | S.Y. | $2.75 | $16,060.00 |
| X | 2 | Install ±2 HMA SX PG 64-28 Asphalt Overlay | 643 | TON | $102.00 | $65,586.00 |
| X | 3 | Adjust Stormwater Manholes to Finished Grade | 5 | EA. | $1,300.00 | $6,500.00 |
| X | 4 | Adjust Water Valves to Finished Grade | 14 | EA. | $300.00 | $4,200.00 |
| X | 5 | Adjust Survey Boxes to Finished Grade | 4 | EA. | $300.00 | $1,200.00 |
| X | 6 | Vehicle Towing Allowance | 1 | EA. | $50.00 | $50.00 |
| X | 7 | Asphalt Patching (3-inches HMA) | 500 | S.F. | $4.00 | $2,000.00 |
| X | 8 | Asphalt Patching (3-inches HMA on 8-inches ABC) | 500 | S.F. | $5.20 | $2,600.00 |
| X | 9 | Class 6 Base Material (Place and Compact) | 10 | TON | $43.00 | $430.00 |
| X | 10 | Erosion and Sediment Control | 1 | L.S. | $1,700.00 | $1,700.00 |
| X | 11 | Traffic Control | 1 | L.S. | $10,700.00 | $10,700.00 |
| X | 12 | Mobilization | 1 | L.S. | $17,000.00 | $17,000.00 |
| Total | | | | | | $128,026.00 |

## BID ALTERNATE NO. 1 (Table 1 of 2)

| Bid Alternate No. 1 | | | | | CARAVEO CONSTRUCTION INC. | | Cornejo Materials | | Martin Marietta Materials, Inc. | | Oldcastle SW Group Inc. | | Pyramid Construction, Inc. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| X | 13 | Install Thermoplastic Markings per City Plans (X-Walk) | 1600 | S.F. | $15.00 | $24,000.00 | $6.25 | $10,000.00 | $14.30 | $22,880.00 | $13.50 | $21,600.00 | $15.00 | $24,000.00 |
| X | 14 | Install Thermoplastic Markings per City Plans (Stop Bars) | 64 | S.F. | $15.00 | $960.00 | $6.25 | $400.00 | $14.30 | $915.20 | $13.50 | $864.00 | $15.00 | $960.00 |
| X | 15 | Traffic Control | 1 | L.S. | $5,900.00 | $5,900.00 | $3,000.00 | $3,000.00 | $825.00 | $825.00 | $5,700.00 | $5,700.00 | $3,500.00 | $3,500.00 |
| X | 16 | Mobilization | 1 | L.S. | $2,915.00 | $2,915.00 | $900.00 | $900.00 | $650.00 | $650.00 | $1,800.00 | $1,800.00 | $1,800.00 | $1,800.00 |
| Total | | | | | | $33,775.00 | | $14,300.00 | | $25,270.20 | | $29,964.00 | | $30,260.00 |

## BID ALTERNATE NO. 1 (Table 2 of 2)

| Bid Alternate No. 1 | | | | | Tony J Beltramo & Sons, Inc. | |
|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
| X | 13 | Install Thermoplastic Markings per City Plans (X-Walk) | 1600 | S.F. | $13.00 | $20,800.00 |
| X | 14 | Install Thermoplastic Markings per City Plans (Stop Bars) | 64 | S.F. | $13.00 | $832.00 |
| X | 15 | Traffic Control | 1 | L.S. | $2,000.00 | $2,000.00 |
| X | 16 | Mobilization | 1 | L.S. | $750.00 | $750.00 |
| Total | | | | | | $24,382.00 |

## VENDOR QUESTIONNAIRE PASS/FAIL

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

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** April 28, 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 ESTABLISHING PROJECT NO. CI2510 – CONVERGYS SITE REDEVELOPMENT, TRANSFERRING $396,150.00 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT; $85,310.00 FROM PROJECT PL0804 - SANTA FE & 1ST STREET (CITY CENTER) IMPROVEMENT PROJECT; $188,251.00 FROM PROJECT CI1901 - DEMOLITION/ABATEMENT OF DANGEROUS BUILDINGS, $149,324.00 FROM PROJECT CI1809 - 2018 ABATEMENT/DEMO OF BUILDINGS; $72,239.00 FROM PROJECT CI1605 - 2016 ABATEMENT AND DEMOLITION OF DANGEROUS BUILDINGS; AND $8,726.00 FROM PROJECT CIAN23 - DEMOLITION OF UNSAFE STRUCTURES INTO PROJECT NO. CI2510, AND BUDGETING AND APPROPRIATING A TOTAL OF $900,000.00 INTO PROJECT NO. CI2510 - CONVERGYS SITE REDEVELOPMENT

## SUMMARY:

A Resolution establishing Project No. CI2510 – Convergys Site Redevelopment, transferring $396,150.00 from Project CI2113 - American Rescue Plan Act; $85,310.00 from Project PL0804 - Santa Fe & 1st Street (City Center) Improvement Project; $188,251.00 from Project CI1901 - Demolition/Abatement of Dangerous Buildings, $149,324.00 from Project CI1809 - 2018 Abatement/Demo of Buildings; $72,239.00 from Project CI1605 - 2016 Abatement and Demolition of Dangerous Buildings; and $8,726.00 from Project CIAN23 - Demolition of Unsafe Structures into Project No. CI2510, and budgeting and appropriating a total of $900,000.00 into Project No. CI2510 - Convergys Site Redevelopment

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

This Resolution consolidates available capital funds into a new project account to

facilitate redevelopment of the former Convergys property to create a new affordable housing development on the site. Development agreements and other relevant documents related to the project will be brought forward to Council under separate ordinance/resolution in the future.

**FINANCIAL IMPLICATIONS:**

Approval of this Resolution will result in funds in the amount of $900,000 being budgeted and appropriated into a new project account designated as PL2510 - Convergys Site Redevelopment. Funds will be consolidated from the project accounts listed below:

CI2113 - American Rescue Plan Act - $396,150.00
PL0804 - Santa Fe & 1st Street (City Center) Improvements - $85,310.00
CI1901 - Abatement/Demolition of Buildings - $188,251.00
CI1809 - 2018 Abatement of Dangerous Buildings - $149,324.00
CI1605 - 2016 Abatement of Dangerous Buildings - $72,239.00
CIAN23 - Demolition of Dangerous Buildings - $8,726.00
---
TOTAL: $900,000

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Resolution.

**STAKEHOLDER PROCESS:**

Not applicable to this Resolution.

**ALTERNATIVES:**

Failure to approve this Resolution will prevent the City from budgeting and appropriating funding for the redevelopment of the former Convergys property.

**RECOMMENDATION:**

Approval of this Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO.

A RESOLUTION ESTABLISHING PROJECT NO. CI2510 – CONVERGYS SITE REDEVELOPMENT, TRANSFERRING $396,150.00 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT; $85,310.00 FROM PROJECT PL0804 - SANTA FE & 1ST STREET (CITY CENTER) IMPROVEMENT PROJECT; $188,251.00 FROM PROJECT CI1901 - DEMOLITION/ABATEMENT OF DANGEROUS BUILDINGS, $149,324.00 FROM PROJECT CI1809 - 2018 ABATEMENT/DEMO OF BUILDINGS; $72,239.00 FROM PROJECT CI1605 - 2016 ABATEMENT AND DEMOLITION OF DANGEROUS BUILDINGS; AND $8,726.00 FROM PROJECT CIAN23 - DEMOLITION OF UNSAFE STRUCTURES INTO PROJECT NO. CI2510, AND BUDGETING AND APPROPRIATING A TOTAL OF $900,000.00 INTO PROJECT NO. CI2510 - CONVERGYS SITE REDEVELOPMENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project No. CI2510 - Convergys Site Redevelopment is hereby established.

SECTION 2.

The Director of Finance is directed to transfer, budget, and appropriate funds in the amount of $900,000.00 by transferring $396,150.00 from Project CI2113 - American Rescue Plan Act; $85,310.00 from Project PL0804 - Santa Fe & 1st Street (City Center) Improvement Project; $188,251.00 from Project CI1901 - Demolition/Abatement of Dangerous Buildings, $149,324.00 from Project CI1809 - 2018 Abatement/Demo of Buildings; $72,239.00 from Project CI1605 - 2016 Abatement and Demolition of Dangerous Buildings; and $8,726.00 from Project CIAN23 - Demolition of Unsafe Structures into Project No. CI2510, and budgeting and appropriating a total of $900,000.00 into Project No. CI2510 - Convergys Site Redevelopment.

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: April 28, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** April 28, 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 APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $52,299.50 TO NUNEZ CONSTRUCTION, INC., FOR PROJECT NO. 24-068, CONCRETE IMPROVEMENTS – WEST 29TH STREET PHASE 2 (HIGH ST. TO WILLS BLVD.), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

## SUMMARY:

This Resolution approves Contract Amendment No. 1 in the amount of $52,299.50 to Nunez Construction, Inc., for Project 24-068, Concrete Improvements – West 29th Street Phase 2 (High St. to Wills Blvd.).

## PREVIOUS COUNCIL ACTION:

Resolution 15689, dated July 22, 2024, awarded a Construction Contract, in the amount of $376,593.75, to Nunez Construction, Inc., and set forth $78,406.25 for contingencies and additional work, for Project No. 24-068, Concrete Improvements – West 29th Street Phase 2 (High St. to Wills Blvd.).

## BACKGROUND:

The original project, awarded to Nunez Construction, Inc., consisted of ADA curb ramp and sidewalk improvements to West 29th Street, from High Street to Wills Boulevard. Contract Amendment No. 1 reflects the cost to provide additional sidewalk and curb and gutter. The cost of the additional work exceeds the threshold for administrative approval of a change order and a contract amendment will be required to award and complete the additional work.

This Resolution approves an amendment to increase the contract award amount previously awarded to Nunez Construction, Inc.

## FINANCIAL IMPLICATIONS:

Funding in the amount of $52,299.50, will be paid from Project Account HUAN01, Street Resurfacing

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Denial of this Resolution would cancel the additional work necessary to complete the project.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 24-068 Concrete Improvements - West 29th Street Phase 2 (High St. to Wills Blvd.)

RESOLUTION NO.

A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $52,299.50 TO NUNEZ CONSTRUCTION, INC., FOR PROJECT NO. 24-068, CONCRETE IMPROVEMENTS – WEST 29TH STREET PHASE 2 (HIGH ST. TO WILLS BLVD.), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to Nunez Construction, Inc., under Contract Number 24-068; and

WHEREAS, a contract amendment is requested for the purpose of completing additional sidewalk and curb and gutter to complete the project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Contract Amendment No. 1 to the Construction Contract for Concrete Improvements – West 29th Street Phase 2 (High St. to Wills Blvd.) with Nunez Construction, Inc., Project No. 24-068, in the amount of $52,299.50, 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 the Amendment.

SECTION 2.

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

SECTION 3.

Funds in the amount of $52,299.50 shall be from Project Account HUAN01, Street Resurfacing.

SECTION 4.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with this Resolution and the Amendment to implement the policies and procedures described herein. Furthermore, all actions previously taken by officers and staff of the City consistent with the Amendment, including any payments authorized under the contract, are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 28, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 6th day of August, 2024, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Nunez Construction, Inc., a Colorado Corporation, hereinafter referred to in the Contract Documents as "Contractor".

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

**Bid No:** **24-068 (HUAN01)**
**Bid Name:** **Concrete Improvements - West 29th Street Phase 2 (High St. to Wills Blvd.)**

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

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

1. Construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Proposal Form of this Contract. This time shall be extended only for those periods set forth in the Contract Documents and in accordance with the requirements of same.

2. The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind.

3. The full compensation to be paid to the Contractor by the City, pursuant to the terms of this Contract, shall be payable as provided in the Contract Documents.

4. This Contract consists of the following components, parts, and documents, all of which taken together constitute and are referred to as the Contract Documents, and the same are incorporated as part of the Contract as if set out herein verbatim, whether the same have been attached hereto or not:

   Contract (This Instrument)
   Performance Bond
   Payment Bond
   Notice to Proceed
   Notice of Award
   Contractor's Proposal
   Addenda Nos. 1,2
   Invitation For Bids

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

6. Title XII, Chapter 2, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 3476, and amended by Ordinance No. 4476 and 5229, shall be considered a part of this contract.

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



7. Title I, Chapter 8, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 4479, shall be considered a part of the contract.

8. All the covenants and agreements set forth in the Contract Documents shall inure to the benefit of and be binding upon City and Contractor and their respective heirs, legal successors and assigns and shall be governed by the laws of the State of Colorado.

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

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

**NUNEZ CONSTRUCTION, INC.**

By _____
Duane Nunez

Title President

**CITY OF PUEBLO, A MUNICIPAL CORPORATION**

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

ATTEST:

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

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

Signed by:
_____
35CB85FFDEB2412...
Mayor Heather Graham for Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW:

DocuSigned by:
_____
502480BF6EFC4C8...
Robert P. Jagger, Deputy City Attorney

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

Copy - Original on File at Purchasing Department

**PERFORMANCE BOND**

Bond Number 72663034

KNOW ALL MEN BY THESE PRESENTS:

That we Nunez Construction, Inc., a Colorado Corporation, hereinafter called "Principal" and

WESTERN SURETY COMPANY

Surety

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

Three Hundred Seventy Six Thousand Five Hundred Ninety Three Dollars and 75/100--------- ($376,593.75)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 6th day of August, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

**Bid No.:** **24-068 (HUAN01)**
**Bid Name:** **Concrete Improvements - West 29th Street Phase 2 (High St. to Wills Blvd.)**

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

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

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

(Signature Page Follows)

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



IN WITNESS WHEREOF, this instrument is executed on the 6th day of August, 2024.

**ATTEST:**

By _____
Principal Secretary

**NUNEZ CONSTRUCTION, INC.**

By _____
Duane Nunez

Title President

(SEAL)

10 Audubon, Pueblo, CO 81003
(Address)

By _____
(Witness as to Principal)

4596 Overton Rd.
(Address)

WESTERN SURETY COMPANY
Surety

**ATTEST:**

_____
(Surety) Attorney-In-Fact

By _____
ELIZABETH ANN KENNEDY Attorney-In-Fact
151 North Franklin Street, 17th Floor
Chicago, IL 60606
(Address)

By _____
(Witness as to Surety)

4740 Flintridge Dr #115, Colo Spgs CO 80918
(Address)

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

Copy - Original on File at Purchasing Department

**PAYMENT BOND**

Bond Number 72663034

KNOW ALL MEN BY THESE PRESENTS:

That we Nunez Construction, Inc., a Colorado Corporation, hereinafter called "Principal" and

WESTERN SURETY COMPANY

Surety

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

Three Hundred Seventy Six Thousand Five Hundred Ninety Three Dollars and 75/100---------- ($376,593.75)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 6th day of August, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

**Bid No.:** **24-068 (HUAN01)**
**Bid Name:** **Concrete Improvements - West 29th Street Phase 2 (High St. to Wills Blvd.)**

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

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

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

(Signature Page Follows)

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



**IN WITNESS WHEREOF,** this instrument is executed on the 6th day of August, 2024.

**NUNEZ CONSTRUCTION, INC.**

**ATTEST:**

By _____
Principal Secretary

By _____
Duane Nunez

Title President

(SEAL)

10 Audubon, Pueblo, CO 81003
(Address)

By _____
(Witness as to Principal)

4596 Overton Rd.
(Address)

WESTERN SURETY COMPANY
Surety

**ATTEST:**

By _____
(Surety) Attorney-In-Fact

By _____
ELIZABETH ANN KENNEDY Attorney-In-Fact
151 North Franklin Street, 17th Floor
Chicago, IL 60606
(Address)

By _____
(Witness as to Surety)

4740 Flintridge Dr #115 Colo Spgs, CO 80918
(Address)

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72663034

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

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

Principal: Nunez Construction Inc

Obligee: CITY OF PUEBLO PURCHASING DEPARTMENT

Amount: $1,000,000.00

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

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

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

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

If Bond No. 72663034 is not issued on or before midnight of November 6th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 6th day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 6th day of August, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

S. GREEN
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

Notary Public - South Dakota

My Commission Expires February 12, 2027

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 6th day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

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

Form F5306-5-2023

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

**NOTICE TO PROCEED**

August 6, 2024

Nunez Construction, Inc.
2328 N. Grand Ave.
Pueblo, CO 81003

Ref: Bid No: 24-068 (HUAN01)
Bid Name: Concrete Improvements - West 29th Street Phase 2 (High St. to Wills Blvd.)

You are hereby authorized to proceed on August 12, 2024, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

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

Sincerely,

DocuSigned by:
418AB0234B8D4D5...

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

# NOTICE OF AWARD

July 24, 2024

Nunez Construction, Inc.
2328 N. Grand Ave.
Pueblo, CO 81003

Ref: Bid No: 24-068 (HUAN01)
Bid Name: Concrete Improvements - West 29th Street Phase 2 (High St. to Wills Blvd.)

The City of Pueblo (City) hereby accepts your proposal submitted on June 12, 2024, for the construction of the referenced project. It appears that your proposal in the amount of $376,593.75 for the Total Base Bid is fair, equitable, and in the best interest of the City.

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

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

Sincerely,

Naomi Hedden

Naomi C. Hedden
Director of Purchasing

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

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

# [NUNEZ CONSTRUCTION, INC] RESPONSE DOCUMENT REPORT

IFB No. 24-068 (HUAN01)

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

RESPONSE DEADLINE: June 12, 2024 at 10:00 am

Report Generated: Monday, July 8, 2024

## Nunez Construction, Inc Response

### CONTACT INFORMATION

**Company:**
Nunez Construction, Inc

**Email:**
dnunezconst@yahoo.com

**Contact:**
Duane Nunez

**Address:**
2328 N Grand Ave
Pueblo, CO 81003

**Phone:**
(719) 252-6169

**Website:**
N/A

**Submission Date:**
Jun 11, 2024 5:53 PM

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



## ADDENDA CONFIRMATION

Addendum #1
*Confirmed Jun 7, 2024 1:06 PM by Duane Nunez*

Addendum #2
*Confirmed Jun 11, 2024 5:44 PM by Duane Nunez*

## QUESTIONNAIRE

**1. BID GUARANTEE***
*Pass*

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

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

**If sending by mail the envelope must be addressed to:**

**City of Pueblo Purchasing Department**

**230 S. Mechanic Street**

**Pueblo, CO 81003**

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

- Bid_Bond.pdf

Scan_20240607.pdf

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



## 2. CONFIRMATION OF UNDERSTANDING AND OFFER*

*Pass*

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

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

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

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

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

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

The Bidder, if awarded the Contract, agrees to complete and file the Contract Agreement and Payment and Performance Bonds within ten (10) days of the date of Notice of Award, and further agrees to complete the work within 90 calendar days from Notice to Proceed. Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS.

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



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

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

Confirmed

**3. NAME, TITLE, AND CONTACT INFORMATION***
*Pass*

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

Duane Nunez, President, 719-252-6169, dnunezconst@yahoo.com

**4. City of Pueblo Business License ***
*Pass*

Is your business licensed with the City of Pueblo Sales Tax Division?

Note: A business license is **not** required to submit a bid but will be required at time of award.

Yes

BUSINESS LICENSE NUMBER*
*Pass*

Please enter your City of Pueblo Business License number.

12316

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



## 5. ACKNOWLEDGEMENTS

AFFIRMATIVE ACTION PLAN REQUIREMENT:*
*Pass*

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

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

Please confirm your acknowledgment of the above statement:

Confirmed

INSURANCE REQUIREMENTS*
Bidder hereby acknowledges understanding of the insurance requirements as set forth in GENERAL PROVISIONS, INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE and certifies that they are in compliance with these requirements or will be upon award.

Please confirm your acknowledgment of the above statement:

Confirmed

COLORADO LABOR REQUIREMENT:*
*Pass*

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

Please confirm your acknowledgment of the above statement:

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



Confirmed

SALES AND/OR USE TAX INFORMATION*
*Pass*

CITY OF PUEBLO SALES OR USE TAX –

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

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

STATE OF COLORADO SALES OR USE TAX –

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

PUEBLO COUNTY SALES OR USE TAX –

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

Please confirm you acknowledge the above statements:

Confirmed

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

CONVICTED OF A CRIMINAL OFFENSE*
*Pass*

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



No

CONVICTED UNDER STATE OR FEDERAL STATUTES*
*Pass*

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

No

CONVICTED UNDER STATE OR FEDERAL ANTITRUST STATUTES*
*Pass*

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

No

FAILED TO PERFORM*
*Pass*

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

No

SUSPENSION OR DEBARMENT*
*Pass*

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

No

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



UNQUALIFIED*
*Pass*

Unqualified or financially unable to timely perform the work?

No

UNLICENSED *
*Pass*

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

No

DELINQUENT*
*Pass*

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

No

CONFIRMATION *
*Pass*

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

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

Confirmed

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



## PRICE TABLES

### BASE BID

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|---|
| 1 | REMOVE TREE | 4 | EA. | $800.00 | $3,200.00 |
| 2 | RELOCATE FENCING | 119 | L.F. | $5.00 | $595.00 |
| 3 | REMOVE ASPHALT | 5,323 | S.F. | $2.75 | $14,638.25 |
| 4 | REMOVE CURB AND GUTTER | 2,325 | L.F. | $2.75 | $6,393.75 |
| 5 | REMOVE CONCRETE | 8,187 | S.F. | $2.75 | $22,514.25 |
| 6 | REMOVE 7" REINFORCED CONCRETE | 2,674 | S.F. | $4.00 | $10,696.00 |
| 7 | REMOVE CURB HEAD | 188 | L.F. | $3.00 | $564.00 |
| 8 | CONSTRUCT CURB HEAD | 1,246 | L.F. | $11.00 | $13,706.00 |
| 9 | CONSTRUCT CURB AND GUTTER | 2,305 | L.F. | $35.00 | $80,675.00 |
| 10 | CONSTRUCT 4" CONCRETE | 10,080 | S.F. | $6.75 | $68,040.00 |
| 11 | CONSTRUCT 6" CONCRETE | 4,324 | S.F. | $8.00 | $34,592.00 |
| 12 | CONSTRUCT 7" REINFORCED CONCRETE | 4,139 | S.F. | $10.50 | $43,459.50 |
| 13 | CONSTRUCT 2" ASPHALT PATCH | 295 | S.F. | $4.00 | $1,180.00 |
| 14 | CONSTRUCT ASPHALT ROADWAY PATCH | 5,108 | S.F. | $6.00 | $30,648.00 |
| 15 | INSTALL GRAVEL 3" DEEP | 477 | S.F. | $6.00 | $2,862.00 |

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|---|
| 16 | INSTALL TACTILE BAND 24"X30" | 126 | EA. | $185.00 | $23,310.00 |
| 17 | RELOCATE SIGN | 14 | EA. | $500.00 | $7,000.00 |
| 18 | INSTALL CLASS 6 BASE MATERIAL (PLACE AND COMPACT) | 38 | TONS | $40.00 | $1,520.00 |
| 19 | EROSION AND SEDIMENT CONTROL | 1 | LS | $2,500.00 | $2,500.00 |
| 20 | TRAFFIC CONTROL | 1 | LS | $6,000.00 | $6,000.00 |
| 21 | MOBILIZATION | 1 | LS | $2,500.00 | $2,500.00 |
| **TOTAL** | | | | | **$376,593.75** |

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

# BID BOND

BOND No. 67085382

**KNOW ALL MEN BY THESE PRESENTS:**

That Nunez Construction Inc,

of, Pueblo, CO, as Principal,

and WESTERN SURETY COMPANY, as Surety, are held and firmly bound unto the City of Pueblo, Colorado, as Obligee, in the full and just sum of Five Percent of Amount Bid Dollars ($ 5% ), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, *jointly and severally, firmly by these presents:*

**WHEREAS**, the said Principal is herewith submitting its bid dated 6-7-, 2024 for:

**Bid No.:** 24-068 (HUANO1)

**Bid Name:** West 29th St Phase 2

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

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

(Signature Page Follows)

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

(Bid Bond)

Signed, sealed and delivered this 5th day of June, 20 24.

ATTEST:

By Jen Jimenez
Secretary

Nunez Construction Inc

Principal

(SEAL)

WESTERN SURETY COMPANY

By _____

Surety

ATTEST:

By Elizabeth Kennedy

By ELIZABETH ANN KENNEDY
Attorney-in-fact

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67085382

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

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

Principal: Nunez Construction Inc

Obligee: City of Pueblo Purchasing Dept

Amount: $1,000,000.00

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

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

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

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

If Bond No. 67085382 is not issued on or before midnight of September 3rd, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 5th day of June, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA )
) ss
COUNTY OF MINNEHAHA )

On this 5th day of June, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

S. GREEN
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

Notary Public - South Dakota

My Commission Expires February 12, 2027

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 5th day of June, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

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

Form F5306-5-2023

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

# NCI
# Nunez Construction, Inc.
# 2328 N Grand Ave
# Pueblo, CO 81003
# (719) 252-6169

**Requested Information – City of Pueblo Project 24-068 Concrete Improvements – West 29th Street Phase 2 (High St. to Wills Blvd.)**

June 17, 2024

Nunez Construction, Inc has completed the four following projects that are similar in nature to the project we are bidding:

1. **2415 Jones Pueblo, CO, 81004 Pueblo School of Arts & Science Jones Campus**

   05-21-24 Put in sidewalk, curb & gutter connecting the road to Baystate. This was $160,000 project.

2. **694 Spaulding Pueblo West, CO, 81007 PSAS Classical Academy**

   2023 Poured concrete for basketball courts, sidewalks, and modulars. Set up the modulars. This was a $200,000 project that was permitted by the State of Colorado.

3. **1411 Santa Rosa PSAS Fulton Heights Campus**

   04-26-22 This was a storm water project. We did the concrete drains for impervious drainage. This was a $70,000 project.

4. **1411 Santa Rosa PSAS Fulton Heights Campus**

   04.26.22 Built a gymnasium for the school and did a parking lot. This was a $1.8 million dollar project.

The project manager on all of the above projects was, Dave Martin, Executive Director of Pueblo School of Arts and Science Phone: (719) 641-8582 Email davemartin19@gmail.com Mr. Martin is on vacation until, July 1, 2024.

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

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

# ADDENDA REPORT

## IFB No. 24-068 (HUAN01)

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

RESPONSE DEADLINE: June 12, 2024 at 10:00 am

Monday, June 12, 2024

## Addenda Issued:

**Addendum #1**

*Jun 4, 2024 2:37 PM*

The due date has been extended. Addendum No. 2 with additional changes will be forthcoming.

Please use the See What Changed link to view all the changes made by this addendum.

**Addendum #2**

*Jun 7, 2024 2:09 PM*

The following changes have been made:

A. PRICING TABLE has been revised.

B. ATTACHMENTS

1. 24-068 Concrete Improvements - West 29th Street Phase 2, Issued for Bid Drawings 05-14-24 has been replaced in its entirety.

Please use the See What Changed link to view all the changes made by this addendum.

## Addenda Acknowledgements:

### Addendum #1

| Proposal | Confirmed | Confirmed At | Confirmed By |
|---|---|---|---|
| Finsterwald Landscaping and Irrigation | X | Jun 4, 2024 3:05 PM | Clint Moberly |
| A 5 Construction LLC | X | Jun 11, 2024 1:10 PM | Gregory Archambault |
| Fedco, Inc | X | Jun 11, 2024 11:05 AM | Dick Federico |
| Nunez Construction, Inc | X | Jun 7, 2024 1:06 PM | Duane Nunez |
| Lucky Dog Contracting | X | Jun 11, 2024 9:41 PM | Luke Saxon |
| Cedar Ridge Landscape, Inc | X | Jun 12, 2024 8:17 AM | Robert Montoya |
| C&H Asphalt llc | X | Jun 12, 2024 9:58 AM | Steven Havard |

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

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

## Addendum #2

| Proposal | Confirmed | Confirmed At | Confirmed By |
|---|---|---|---|
| Finsterwald Landscaping and Irrigation | X | Jun 7, 2024 3:18 PM | Clint Moberly |
| A 5 Construction LLC | X | Jun 11, 2024 1:10 PM | Gregory Archambault |
| Fedco, Inc | X | Jun 11, 2024 11:05 AM | Dick Federico |
| Nunez Construction, Inc | X | Jun 11, 2024 5:44 PM | Duane Nunez |
| Lucky Dog Contracting | X | Jun 11, 2024 9:41 PM | Luke Saxon |
| Cedar Ridge Landscape, Inc | X | Jun 12, 2024 8:17 AM | Robert Montoya |
| C&H Asphalt llc | X | Jun 12, 2024 9:58 AM | Steven Havard |

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

# PUBLIC IMPROVEMENT INVITATION FOR BID

# 24-068 (HUAN01)

# CONCRETE IMPROVEMENTS- WEST 29TH STREET PHASE 2 (HIGH ST. TO WILLS BLVD.)

City of Pueblo

230 S. Mechanic St.

Pueblo, CO 81003

RELEASE DATE: May 14, 2024

DEADLINE FOR QUESTIONS: May 28, 2024, 4:00 pm

RESPONSE DEADLINE: June 12, 2024, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

# City of Pueblo
# PUBLIC IMPROVEMENT INVITATION FOR BID
# Concrete Improvements- West 29th Street Phase 2 (High St. to Wills Blvd.)


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


Attachments:

A - Sample Contract Documents

B - Licensing and Sales Tax Information

C - 24-068 Concrete Improvements - West 29th St. Phase 2 Issued for Bid Drawings Revised for Addendum No 2

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



# 1. ADVERTISEMENT FOR BIDS

**(AS PUBLISHED)**

TO WHOM IT MAY CONCERN:

The City of Pueblo will receive sealed bids up to the hour of 10:00 am (MT) on Wednesday, June 12, 2024, for the following project. Bids must be submitted electronically through the OpenGov portal which may be accessed via the City of Pueblo Purchasing Department website at www.pueblo.us/purchasing or at https://procurement.opengov.com/portal/pueblo.

**BID NO.:** 24-068 (HUAN01)

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

**PRE-BID MEETING:** Tuesday, May 21, 2024, at 9:30 am (MT). Meeting will be held at the Department of Public Works Conference Room, 211 E. D Street, Pueblo, CO 81003. Bidders may attend in person or via Microsoft Teams.

In general, this project will consist of ADA curb ramp and sidewalk improvements on West 29th Street from High Street to Wills Boulevard in Pueblo, Colorado, as detailed in the plans and specifications for this project.

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

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

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

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

Published: Tuesday, May 14, 2024 in The Pueblo Chieftain Newspaper

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



# 2. INTRODUCTION

## 2.1. Summary

In general, this project will consist of ADA curb ramp and sidewalk improvements on West 29th Street from High Street to Wills Boulevard, in Pueblo, Colorado.

## 2.2. Contact Information

**Deborah Rivera**
Purchasing Contract Coordinator
230 S Mechanic Street
Pueblo, CO 81003
Email: purchasing@pueblo.us
Phone: (719) 553-2350

**Department:**
Public Works

## 2.3. Timeline

| | |
|---|---|
| **Advertisement/Release Project Date** | May 14, 2024 |
| **Pre-Bid Meeting (Non-Mandatory)** | May 21, 2024, 9:30am<br>In Person:<br>Department of Public Works Conference Room<br>211 E. D. Street<br>Pueblo, Colorado 81003<br><br>Microsoft Teams:<br>https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting<br>Meeting ID: 248 610 742 606<br>Passcode: EnQ3NX<br>_____<br>Dial-in by phone<br>+1 719-467-7197,,771185810# United States, Pueblo<br>Phone conference ID: 771 185 810# |
| **Question Submission Deadline** | May 28, 2024, 4:00pm |
| **Bid Opening** | June 12, 2024, 10:00am |

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



# 3. SPECIAL PROVISIONS

## 3.1. GENERAL INSTRUCTIONS

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

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

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

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

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

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

## 3.2. STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS

The Standard Construction Specifications and Standard Details for Pueblo, Colorado, adopted April 11, 2022, and as most recently amended, shall control the construction and quality of materials for this project except where specifically modified by the Special Provisions. Unless specifically modified by the Special Provisions, the Standard Construction Specifications and Standard Details shall control with respect to any inconsistencies with the Plans. The Standard Construction Specifications and Standard Details are not included in this bid package but are available on the City of Pueblo's website at https://www.pueblo.us/475/2023-Construction-Standards. By submitting a bid, the Contractor acknowledges possession of a copy of said document.

## 3.3. SPECIFICATION LANGUAGE

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



## 3.4. DEFINITION OF ENGINEER

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

## 3.5. APPROVED EQUAL

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

## 3.6. INCONSISTENCIES

Any inquiries regarding seeming inconsistencies between the Plans and Specifications for this project must be made by Tuesday, May 28, 2024 at 4:00 pm (MT).

## 3.7. PREPAYMENT OF CITY SALES AND USE TAX

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

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

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

## 3.8. PERA LIABILITY

Contractor shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement.

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



## 3.9. CONTRACTOR EVALUATION

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

## 3.10. SITE INVESTIGATION

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

## 3.11. PRE-CONSTRUCTION CONFERENCE

The Contractor shall attend a pre-construction conference with the Project Manager, City employees, representatives of the utility companies, and/or other interested parties prior to any construction. **Preconstruction meeting will be scheduled 7-10 days after notice of award is issued.**

**Documents Required to be submitted at Pre-Construction Conference**

- Contractor Organization with 24-hour emergency contact
- Schedule
- Traffic Control Plan
- Material Submittals

## 3.12. SAFETY REGULATIONS

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

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



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

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

## 3.14. REPRESENTATIVE AVAILABLE FOR EMERGENCY CALLS

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

## 3.15. DUST PREVENTION

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

## 3.16. SITE RESTORATION AND CLEANUP

Contractor shall maintain and/or repair any damage done to all existing properties, public or private, adjacent to site improvements, including but not limited to, asphalt, base course, utilities, sod, irrigation systems and landscaped areas. In general, disturbed areas shall be replaced to the lines, grades, thickness, and like materials of the existing conditions unless otherwise stated on the plans. Restoration shall be consistent with that of areas adjacent to the limits of construction. Grass and other plant areas shall be restored, maintained, and irrigated until final acceptance by the Project Manager. Fabric shall be installed under all rock landscape areas. Any landscape material salvaged by Contractor for reuse will not be acceptable if contaminated by dirt or different landscape material. Slopes to match from the new improvements to existing improvements shall not exceed a 4:1 slope.

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



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

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

## 3.17. UTILITY LOCATIONS

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

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

## 3.18. ABANDONED UTILITIES

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

## 3.19. OVERHEAD AND/OR UNDERGROUND HIGH VOLTAGE POWER LINES

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

## 3.20. CONCRETE PERMITS

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



## 3.21. COORDINATION OF CONSTRUCTION ACTIVITIES

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

## 3.22. WORK BY OTHERS

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

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

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

## 3.23. COMPLETE WORK ON TIME

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

## 3.24. LAYING OUT WORK

Contractor shall locate all general reference points and take such action as necessary to prevent their destruction. Contractor shall lay out their own work and be responsible for all lines, elevations, and measurements of the building, grading, utilities, and other work executed under this Contract. Contractor shall exercise proper precaution to verify figures shown on the drawing before laying out work and will be responsible for any error resulting from failure to exercise such precautions.

## 3.25. CONSTRUCTION STAKING

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

## 3.26. HOURS OF WORK

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

## 3.27. MOBILIZATION

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

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



A. When ten percent (10%) of the project bid amount is earned, fifty percent (50%) of the amount bid for mobilization will be paid.

B. When fifty percent (50%) of the project bid amount is earned, one hundred percent (100%) of the amount bid for mobilization will be paid.

C. The sum of all payments shall not exceed the original amount bid for the item, regardless of the fact that Contractor may have, for any reason, shut down the work on the project or moved equipment away and then back again.

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

## 3.28. CONSTRUCTION TRAFFIC CONTROL

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

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

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

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

## 3.29. TRAFFIC CONTROL SUPERVISOR

The Traffic Control Supervisor shall be certified as a Worksite Traffic Supervisor by the American Traffic Safety Services Association (ATSSA) or Colorado Contractors Association (CCA). A copy of the Traffic Control Supervisor's Certification shall be provided to the Project Manager at the project pre construction conference

## 3.30. TRAFFIC CONTROL DEVICES – SIGNS

Contractor shall be responsible for all permanent traffic control devices (signs) within the construction area. If permanent devices conflict with construction activities, Contractor shall be responsible for placement of temporary traffic control devices and the removal/reinstallation of permanent devices.

All work shall be in accordance with the Manual of Uniform Traffic Control Devices. All regulatory signs (Stop, Yield, One Way, Do Not Enter, etc.) shall be maintained in either a temporary or permanent manner. Temporary devices shall be in place prior to the removal of permanent devices. Contractor shall be held fully responsible for any claims resulting from negligence in failing to act or maintain any traffic control device.

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



Contractor shall be responsible for maintaining the condition of any sign that is temporarily removed. Should there be any damage to devices (signs, poles, bases, and hardware) Contractor shall be financially responsible to the City for replacement of said devices.

Contractor shall contact Traffic Maintenance at (719) 553-2300 for approval of the specific location in which the devices are to be reinstalled. Contractor shall obtain underground utility locates prior to reinstalling devices.

The Traffic Engineer or designee will evaluate existing signage for replacement with new materials. If required, the City will provide all replacement materials to the Contractor prior to reinstallation. Where new devices are required per the construction drawings all signs, posts, bases, and hardware shall be supplied by the City. Contractor shall contact the Traffic Engineer at (719) 553-2722 to order signs providing the City at least two-week notification to obtain the necessary material.

## 3.31. PRESERVATION OF HISTORIC STREET NAME CURB STAMPS

Older areas within the City may have street names stamped into the top of the concrete curb at street intersections where new curb ramps are to be constructed. Contractor shall preserve the portion of concrete curb with the historic street name and reinstall it behind the new curb and gutter.

Prior to any demolition, the Contractor shall verify if any street names are stamped in the existing curb head. If any street names exist the Contractor shall notify the Construction Inspector for documentation of the curb stamp and condition. If the condition of the existing concrete curb allows, the Contractor shall neatly saw cut the portion of curb containing the street name as needed to remove the portion intact. The Contractor shall reinstall the portion of curb with the street name directly behind the new curb and gutter adjacent to the new curb ramp.

## 3.32. PROTECTION OF CONCRETE FROM TRAFFIC AND VANDALISM

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

## 3.33. ASPHALT AND CONCRETE REMOVAL

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

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

## 3.34. CURB AND GUTTER CONSTRUCTION AND PAYMENT

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



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

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

## 3.35. TACTILE BAND FOR CURB RAMPS

The base of the curb ramp area only shall include a Tactile Band. The Tactile Band shall be cast iron castings containing truncated domes. Castings shall meet the requirements of Americans with Disabilities Act Accessibility Guidelines (ADAAG) for Accessible Public Rights-of-Way. Castings shall be cast-in-place truncated dome tactile system, Neenah R-4984, East Jordan Iron Works 7005, or approved equal at the sizes shown on the plans. Radial castings shall be East Jordan Iron Works 7006-20 (20’ radius), 7006-25 (25’ radius), 7006-30 (30’ radius) or approved equal, placed as shown on the plans. All work associated with this item shall be paid for under the “Install Tactile Band” bid item.

## 3.36. CONSTRUCT ASPHALT ROADWAY PATCH

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

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

## 3.37. SUBGRADE STABILIZATION

If unsuitable material is encountered and the Project Manager determines that it requires replacement, this work shall be included under this bid item. Payment shall include all work to remove unsuitable subgrade to the limits established in the field by the Project Manager and replacement with Class 6 material and a layer of geotextile fabric (Mirafi 140N or approved equal). Payment for this item shall be based upon actual weight by the ton, or fraction thereof, of Class 6 material evidenced from actual weight tickets.

## 3.38. EROSION AND SEDIMENT CONTROL

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

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



A. Provide an Erosion and Sediment Control Plan that shall include the minimum following items:

   1. Stockpile BMPs protection.
   2. Concrete washout BMPs.
   3. Vehicle tracking control BMPs.
   4. Site sediment containment BMPs.
   5. Downstream secondary defense BMPs, if applicable.
   6. Any additional BMPs required due to site specific conditions.

B. Prior to any construction, including site grading and excavation, an approved Erosion and Sediment Control Plan shall be posted on site and all required BMPs installed.

C. Contractor shall maintain and update the Erosion and Sediment Control Plan as construction dictates. The current and correct plan shall remain on-site and be readily accessible to the City Stormwater Inspector at all times.

D. Contractor or the Contractor's representative shall, at a minimum, inspect the site every two (2) weeks and within twenty-four (24) hours of any precipitation or snowmelt event that causes surface erosion. (i.e., that results in stormwater running across the ground).

E. Contractor shall be responsible for maintaining all required BMPs to prevent erosion and sediment from leaving the construction site.

F. Failure to comply with the requirements to prevent illicit discharges from the construction site is unlawful and a municipal offense which may result in the issuance of a summons and complaint to the Pueblo Municipal Court. Persons who are convicted of violating any provision of the Pueblo Municipal Code are subject to fines of up to one thousand dollars ($1,000) and/or one (1) year imprisonment for each day the violation continues.

G. Information regarding acceptable BMPs and proper installation can be found in the Urban Drainage and Flood Control District (UDFCD) Urban Storm Drainage Criteria Manual Volume 3, CDOT Erosion Control & Stormwater Quality Guide, and City of Pueblo approved details.

## 3.39. PERMITS AND FEES

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

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



- Air Quality Permit
  - Permitting Agency: Pueblo County/Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor
- CDPHE Stormwater Construction Permit
  - Permitting Agency: Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor
- Excavation Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Concrete Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Traffic Control Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Fugitive Particulate Emissions Control Plan
  - Permitting Agency: Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor

## 3.40. INSTALL CLASS 6 BASE MATERIALS (PLACE AND COMPACT)

The contractor shall provide a unit price for removal of unstable base materials, replace with Class 6 ABC, and compaction of the ABC. This bid item will only be used in the event that unsuitable soils are encountered.

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



# 4. LABOR PROVISIONS

## 4.1. CONTRACTOR BONDS

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

## 4.2. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. The Contractor will take affirmative action in all areas of employment to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. Areas of employment shall mean and include, but shall not be limited to, the following: initial employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, terminations, rates of pay, terms of compensation and selection for training, including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination and equal employment opportunity paragraph. Failure to subscribe to and accept the nondiscrimination and equal employment requirements of this Chapter shall render a bidder ineligible for a municipal contract award and ineligible to participate in the work for which a municipal contract award is made. (§§1.8.3 and 1.8.4 of the PMC; Ord. No. 4479, 5-22-78)

B. It is the policy of the City to provide equal opportunity in employment without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. It is hereby deemed and declared to be for the public welfare and in the best interests of the City to require bidders and contractors furnishing and providing work, services, supplies and materials to the City under municipal contracts not to discriminate in the hiring and promoting of employees in order to further equal employment opportunities for members of minority groups and women. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. (§1.8.3 of the PMC; Ord. No. 4479, 5-22- 78; Ord. No. 8453 §2, 2-27-12)

C. Contractor will meet or comply with the letter and spirit of Chapter 8, Title 1 of the Pueblo Municipal Code (as amended) and applicable State statutes. If the municipal contract involves

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



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

D. In the event of Contractor's non-compliance with the requirements of Chapter 8, Title 1 of the Pueblo Municipal Code (as amended), the Contract may be cancelled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further contracts with the City of Pueblo.

E. Contractor will include the provisions of the above listed paragraphs (a) through (d) in every sub-contract entered in to by Contractor to provide and furnish work, services, supplies, or materials under a City project.

## 4.3. COMPLIANCE REVIEW

A. The City of Pueblo shall have the power to review, upon not less than five (5) days notice, and during normal business hours, the employment practices of Contractor during the performance of every such City project, and of subcontractors during the performance of every sub-contract awarded thereunder, to obtain information relating to compliance or non-compliance with non-discrimination and equal employment requirements.

B. When a written complaint is filed and an investigation by the City indicates that there has been a violation of this provision, or when a compliance review by the City indicates that a contractor or subcontractor has violated this provision, the City shall issue and cause to be served on said Contractor or subcontractor a Notice of Violation. Such notice shall specify the violations and shall direct the Contractor or subcontractor to respond in writing within ten (10) days to show cause why the sanctions of the provision should not be imposed. The City shall forward a copy of the Notice of Violation and the response of the Contractor or subcontractor to the City Mayor within thirty (30) days from the date of such notice.

C. The City Mayor or authorized City representative shall review the Notice of Violation and response and shall determine whether any violations have occurred. If the City representative has determined that a violation has occurred, they may impose such sanctions as deemed appropriate, including, but not limited to, suspending or terminating the Contract involved or any portion or portions thereof, or causing to be removed from the list of eligible pre-qualified contractors the names of contractors or subcontractors found to be in noncompliance with the non-discrimination and equal employment opportunity requirements of the provision and the provision of any such contract or subcontract awarded thereunder until such time as the City is satisfied that such contractors or subcontractors are in compliance with said requirements.

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



## 4.4. FEDERAL REQUIREMENTS GOVERN

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

## 4.5. COMPLIANCE

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



# 5. GENERAL PROVISIONS

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

## 5.1. BIDDING AND CONTRACT EXECUTION: DEFINITIONS

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

A. **City:** City of Pueblo, Colorado

B. **Closing Time:**The scheduled closing time for the receipt of bids and the opening thereof.

C. **Contractor:** The person, persons, firm, or corporation to whom the within Contract is awarded by the City and who is subject to the terms of said Contract. Also, the agents, employees, workers, or assignees of said Contractor.

D. **Engineer:** Unless otherwise stated in the Special Provisions, Engineer shall mean the Director of Public Works of Pueblo, Colorado, or their authorized agents.

E. **Work:** All work contemplated by the Contract Documents and Specifications including materials, labor, supervision, and use of tools necessary to complete the project in full compliance with the terms of the Contract.

F. **Notice:** Where in any section of the Contract Document there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the City) when written notice shall be delivered to the Engineer or shall have been placed in the United States Mail addressed to the Purchasing Department at the place where the bids, or proposals for the Contract were opened; (as to the Contractor) when a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the Contract or when such written notice shall have been placed in the United States mail addressed to the Contractor at the place stated in the papers prepared by them to accompany their proposal as the address of their permanent place of business; (as to the Surety) on the performance and payment bonds when a written notice is placed in the United States mails addressed to the Surety at either the home office of such Surety or when such notice is placed in the United States mails addressed to the Commissioner of Insurance of the State of Colorado.

G. **Project:** The entire improvement proposed by the City to be constructed in whole or in part pursuant to the Contract Documents.

H. **Subcontractor:** A person, firm, or corporation, other than the Contractor, supplying labor and materials, or labor only, on work at the site of the project, having a direct contract with the Contractor and including one who furnishes material worked to a special design according to the plans and specifications of this work, but not including one who merely furnishes material not so worked.

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



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

## 5.2. BIDDING AND CONTRACT EXECUTION: SITE EXAMINATION

A. Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the structure of the ground, obstacles which may be encountered, availability of labor and all other relevant matters concerning the work to be performed. Where soil reports or test boring logs indicating underground conditions are provided or shown on the plans, such information shall be considered only as indicative of conditions as observed at the time and place indicated, and the City in no way warrants the accuracy or reliability of said reports or boring logs and is not responsible for any deduction, interpretation or conclusion drawn therefrom by the Contractor. Contractor acknowledges that the City shall not be held responsible for any variance in conditions or unforeseen conditions encountered at the time of actual construction. It shall be the responsibility of the Contractor to satisfy themself by such methods as they deem necessary prior to the letting as to underground conditions, structures, and obstacles to be encountered.

B. The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any matter or thing concerning which they might fully have informed themself, prior to the bidding. Misunderstanding as to the amount of work, availability of materials or labor shall be no cause for failure to enter into the Contract or to perform the same.

C. The successful Contractor will be required to employ, so far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with any other Contractor.

## 5.3. BIDDING AND CONTRACT EXECUTION: SPECIFICATION REQUIREMENTS

A. The bidder is expected to base their bid on materials and equipment complying fully with the plans and specifications, and in the event they name in their bid, materials or equipment which do not conform, they will be responsible for furnishing materials and equipment which fully conform at no change in their bid price.

B. Before submitting a bid, each Contractor should read the complete specifications and plans, including all related documents contained herein, all of which contain provisions applicable not only to the successful bidder, but also to their subcontractors.

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

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



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

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

A. Each bidder shall be prepared to submit the following data within seven (7) days upon demand of the Purchasing Agent.

1. A statement that the bidder maintains a permanent place of business and address thereof;
2. A statement of the equipment which the bidder proposes to use on the project, together with a statement identifying that equipment previously mentioned which the bidder owns and that which bidder does not own, but is certain they will be able to rent or otherwise procure for use on the project;
3. A financial statement, duly sworn to and in form approved by the City, listing assets and liabilities;
4. Statement listing projects of similar nature which the bidder has constructed or in the construction of which the bidder was actively engaged in a responsible capacity;
5. A statement that the bidder: (i) is not presently debarred or suspended by the Colorado State purchasing director or the head of any Colorado purchasing agency, (ii) is not listed on any federal government list of debarments, suspensions or voluntary exclusions, including but not limited to, the List of Parties Excluded From Federal Procurement or Nonprocurement Programs maintained by the General Services Administration, and (iii) neither bidder nor any person or firm who has an interest in bidder's firm is a person or firm ineligible to be awarded a federal government contract by virtue of any provision of federal law. In the event bidder cannot truthfully make the required statement, bidder shall furnish a detailed statement indicating the reasons therefore.

B. By submitting a bid, bidder authorizes the City to obtain information concerning bidder's performance on other projects it has performed during the prior five (5) years, including those listed by bidder and those not listed which City may become aware of. The bidder also waives and releases all claims against owners, architects, and engineers, and their agents and representatives, relating to or arising from the furnishing of such information to the City concerning bidder's performance on prior projects. In order to effectuate the intent of this clause, bidder may be required by City to execute information release authorization forms.

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



C. Any bidder may be required by the City to submit additional data to satisfy the City that such bidder is prepared to fulfill the Contract if it is awarded to them.

D. The failure of bidder to furnish any information which is or may be required to be furnished under this section shall be grounds for determining bidder not responsible.

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

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

## 5.7. BIDDING AND CONTRACT EXECUTION: QUANTITIES

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

## 5.8. BIDS: DATA SHEETS

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

## 5.9. BIDS: SUBMISSION AND CONSIDERATION OF BIDS

A. All bids are to be made only on forms furnished by the City. Total bid prices are to be written both by words and by figures; in case of conflict, former will apply. Unit bids may be made by figures only. No bid will be accepted which does not contain an adequate or reasonable price for each and every item named in the bidding schedule on the Contract bid form.

B. The City reserves the right to waive any or all informalities in bids.

C. The City reserves the right to reject any or all bids, or any or all parts of bids

D. A Colorado resident bidder shall be allowed a preference against a nonresident bidder to the extent authorized by, and subject to the limitations of, Articles 18 and 19 of Title 8, Colorado Revised Statutes; provided however, that this paragraph shall be suspended to the extent any such preference is inconsistent with a requirement of federal law or the terms and conditions of any grant or cooperative agreement to which the City is a party which relates to the Project.

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



## 5.10. BIDS: BID SECURITY

A. No bid will be received unless accompanied by a certified check, cashier's check, money order, bid bond or other suitable collateral, in the amount of not less than five percent (5%) of the amount of the Total Base Bid plus all Bid Alternates, payable to the City as a guarantee that if the bid is accepted, the bidder will execute and file the proposed Contract and bonds within ten (10) business days from the date of the award of the Contract. On failure of the successful bidder to execute the Contract and furnish bonds, they shall forfeit the deposit as agreed as liquidated damages, and the acceptance of the bid will be contingent upon the fulfillment of this requirement by the bidder.

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

## 5.11. BIDS: SIGNING OF BIDS

A. Bids which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

B. Bids which are signed for a co partnership should be signed by all of the co-partners or by an attorney in fact. If signed by an attorney in fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid.

C. Bids which are signed for a corporation should have the correct corporate name thereof and should be signed by the president or vice president.

D. If bids are signed for any other legal entity, the authorization of the person signing for such legal entity should be attached to the bid.

## 5.12. BIDS: MODIFICATION OF BIDS

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

## 5.13. BIDS: WITHDRAWAL OF BIDS

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



## 5.14. BIDS: DUPLICATION OF BIDS

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

## 5.15. BIDS: ALTERNATES

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

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

## 5.16. BIDS: SUPPLEMENTAL UNIT PRICES

A. On a lump sum contract, or partial lump sum contract, the City reserves the right to reject any or all supplemental unit prices which it deems to be excessive or unreasonable.

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

## 5.17. CONTRACTS: AWARD OF CONTRACT

A. The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid within one hundred twenty (120) days from the date of opening of said bids. Award shall be at the sole discretion of the City.

B. Subject to execution of the Contract by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated is equal to or in excess of the contract price; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Contractor shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

## 5.18. CONTRACTS: DEFINITION OF AWARD

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



## 5.19. CONTRACTS: EXECUTION OF CONTRACTS AND BONDS

A. The successful bidder shall enter into a written contract agreement with the City on the form attached hereto. The bidder must comply with all State and Federal Laws as to provision of Workers' Compensation. Such contract agreement shall be subject to the Charter of Pueblo, the Code of Ordinances, City of Pueblo, and the Ordinance, if any, creating any Special Improvement District formed to carry out this project.

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

## 5.20. CONTRACT: CONTRACT SECURITY

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

## 5.21. CONTRACTS: VERBAL AGREEMENTS

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

## 5.22. CONTRACTS: SCHEDULE OF UNIT PRICES

A. Promptly following the execution of the Contract Documents for all lump sum contracts, the Contractor shall prepare and transmit to the Engineer two copies of an itemized breakdown showing the unit quantities of each major construction item and the corresponding unit prices. Such unit prices shall contain all costs including profit, of each item complete in place. The total cost of all the items shall equal the contract price for the project. This breakdown when approved by the Engineer, will be used primarily in determining payment due the Contractor on periodical estimates. If, in the opinion of the Engineer, any unit price submitted by the

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



Contractor is unbalanced, a detailed breakdown of the items contained in the unit will be required.

B. For contracts bid on a unit price basis, unit bid prices for substantially completed work will be used in determining payment due the Contractor on periodical estimates. Partially completed units may be paid for in periodical estimates.

## 5.23. SUBCONTRACTS: SUBCONTRACTORS

A. The Contractor shall as soon as possible after the execution of the Contract, notify the City in writing of the names of the subcontractors proposed on the Contract, and shall not employ any subcontractor that the City objects to as incompetent, unfit or otherwise disqualified. Additionally, Contractor shall not employ in the work any subcontractor, nor obtain materials from any supplier, who is (1) debarred or suspended by the Colorado state purchasing director or head of any Colorado purchasing agency or (2) listed on any federal government list of debarments, suspensions or voluntary exclusions, including but not limited to, the List of Parties Excluded from Federal Procurement or Nonprocurement Programs maintained by the General Services Administration.

B. The Contractor agrees to be fully responsible to the City for the acts or omissions of their subcontractors and of anyone employed directly or indirectly by the Contractor or subcontractors and this contract obligation shall be in addition to the liability imposed by law upon the contractor.

C. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City.

D. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General Provisions and the SPECIAL PROVISIONS of the Contract, Plans and Specifications as far as applicable to their work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City.

## 5.24. SUBCONTRACTS: ASSIGNMENT OF CONTRACT

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

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



## 5.25. SUBCONTRACTS: OTHER CONTRACTS

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

## 5.26. INDEMNITY AND INSURANCE: INDEMNITY

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

## 5.27. INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE

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

A. **Commercial General Liability Insurance:** The Contractor shall secure and maintain during the period of this Contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Contractor with respect to all work performed by them and all their subcontractors under the Contract, to be written on a Commercial General Liability policy form CG 00 01. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall be endorsed naming the City of Pueblo, its agents, officers, and employees as additional insureds. To the extent that Contractor's work, or work under their direction, may require blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property. The policy shall also provide coverage for contractual liability assumed by Contractor under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.

B. **Comprehensive Automobile Liability Insurance:** The Contractor shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Contractor from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Contractor.

C. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the period of this Contract and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Contractor may have no employees as defined under said Act or that Contractor might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Contractor performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of Contractor or exempt employees under the Act. If any class of employees engaged in hazardous work under this Contract at the site of the project is not protected by the Workers' Compensation Statute, the Contractor shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. Workers' Compensation policy shall contain an endorsement waiving subrogation against the City.

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

E. **Builder's Risk Insurance:** When specified in SPECIAL PROVISIONS, the Contractor shall secure and maintain during the period of this Contract, Builder's Risk "All Risk" Completed Value Insurance coverage (including vandalism) upon 100% of the cost of the entire project which is the subject of this Contract and including completed work, work in progress, and materials delivered to the site for incorporation therein. Such insurance shall include as additional named insureds, the City, its officers, agents and employees, and any other person with an insurable interest designated by the City as an Additional Named Insured. Such insurance may have a

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



$2,500 maximum deductible clause, which deductible amount shall be the responsibility of the Contractor. In the event the project site is located within the floodway or floodplain, or located within 500 feet of any lake, stream, river or other natural watercourse, the policy shall contain a flood endorsement.

F. **Any Subcontractor Performing Work for the Contractor:** Any subcontractor performing work for the Contractor under the Contract shall provide certificates of insurance protection to the Contractor and to the City of Pueblo, Colorado, of the same type and in the same amounts as required by the Contractor.

G. **The Insurance Coverage:** The insurance coverage enumerated in the above subparagraphs constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at their own cost and expense, any additional kinds and amounts of insurance that, in their own judgement, may be necessary for their proper protection in the prosecution of the work.

H. **Certificates of Insurance:** Certificates of Insurance for Workers' Compensation Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance shall be filed with the City prior to the execution of the Contract. Certificates for Inland Marine/Installation Floater Insurance and Builder's Risk Insurance shall also be filed with the City when such insurance is required for the project. Said insurance shall not thereafter be canceled, permitted to expire, or be changed without 30 days advance written notice to the City.

## 5.28. GUARANTEES, PATENTS, PERMITS: GUARANTEES

A. All work shall be constructed in compliance with applicable building and construction codes and must be guaranteed for a period of two (2) years from the date of final acceptance, or for such other period as may be required in the SPECIAL PROVISIONS.

B. In placing orders for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturer that the equipment supplied will function satisfactorily as an integral part of the completed project in accordance with the plans and specifications. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time the order for equipment is placed, that they will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period the manufacturer will supply, without additional cost to the City, such superintendence and mechanical labor and any additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on approved shop drawings.

C. The provisions of this section concerning guarantee by Contractor shall be construed in a manner consistent with the requirements and limitations of 23 CFR § 635.413.

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



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

A. Except as may otherwise be indicated in the Contract Documents, the Contractor shall procure at their own expense all permits, licenses, and bonds necessary for the prosecution of their work, and/or required by Municipal, State, and Federal regulations and laws, including, but not limited to, permits for transportation of materials and equipment, blasting, environmental permits, and any other permit required for the project or Contractor's operations, regardless of whether the necessity for such permit is disclosed in the plans and specifications.

B. The City will furnish all site surveys, easements, and rights of way necessary for construction of any permanent works required in the specifications, where such work is to be done on property other than the City's.

C. The Contractor shall give all notices, pay all fees and taxes, including City Sales and Use Taxes, and comply with all Federal, State and Municipal laws, ordinances, rules, and regulations and building and construction codes bearing on the conduct of the work. This Contract as to all matters not particularly referred to and defined herein shall notwithstanding be subject to the provisions of all pertinent ordinances of the Municipality within whose limits the work is constructed, which ordinances are hereby made part hereof with the same force and effect as if specifically set out herein.

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

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

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

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

If the project is designed so as to require or permit the use of a process or processes (as distinguished from articles, apparatus, or equipment) for which license or royalty fees will be charged, such fees for

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



the use of such processes will be paid by the Contractor to the Patentee, Licensee or owner of such process, and bidder shall include shall fees in their bid.

## 5.32. PLANS AND SPECIFICATIONS

A. All work shall be executed in strict conformity with the plans and specifications, and the Contractor shall do no work without proper drawings and instructions.

B. The City will furnish to the Contractor one (1) complete set of Contract Documents, including drawings. Additional copies of same or any part thereof shall be furnished at the expense of the Contractor.

C. Figured dimensions on the plans shall be taken as correct but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer and their decision thereon shall be final. All notes on the plans shall be followed. Corrections of errors, or omissions on the drawings or specifications may be made by the Engineer when such correction is necessary for the proper execution of the work.

## 5.33. PLANS AND SPECIFICATIONS: INTENT OF CONTRACT DOCUMENTS

A. The sections of the Contract Documents and the contract plans are complementary, and what is called for by anyone shall be binding as if called for by all. The intention of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expense as may be necessary for the proper execution of the work.

B. Any work shown on the plans and not covered in the specifications or included in the specifications and not shown on the plans shall be executed by the Contractor as though shown both on the plans and included in the specifications. If the plans and specifications should be contradictory in any part, the specifications shall govern.

C. If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical layout, or any errors or omissions in plans or layout, the Contractor shall immediately so inform the Engineer, and the Engineer shall promptly verify them. Any work done after such discovery without written consent of the Engineer authorizing same shall be done at the Contractor's risk.

D. Any minor items not specifically called for in the plans and specifications, but which are necessary to complete the work ready for use in accordance with the requirements of good practice, as determined by the Engineer, shall be included as a part of the Contractor's bid price and furnished at no additional cost to the City.

E. In interpreting the Contract Documents, words describing materials or work which have a well known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be constructed in accordance with such well known meaning recognized by architects, engineers, and the trade.

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



## 5.34. PLANS AND SPECIFICATIONS: INTERPRETATION OF CONTRACT DOCUMENTS

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

## 5.35. PLANS AND SPECIFICATIONS: STANDARD MANUFACTURER

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

## 5.36. PLANS AND SPECIFICATIONS: "OR EQUAL" CLAUSE

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

## 5.37. PLANS AND SPECIFICATIONS: MATERIALS AND WORKMANSHIP

A. The Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, heat, transportation, and other facilities necessary for the execution and completion of the Contract. Unless otherwise stipulated in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for their purpose. The Contractor shall furnish to the Engineer, for their approval, the name of the manufacturer of machinery, mechanical and other equipment, which the Contractor contemplates installing, together with their performance capacities and other pertinent information.

B. If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well known established practice and standards recognized by architects, engineers, and the trade in so far as possible.

C. When required by the specifications, or when called for by the Engineer, the Contractor shall furnish for approval full information concerning the materials or articles which the Contractor contemplates incorporating in the work. Samples of materials shall be submitted for approval

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. All materials and workmanship shall be guaranteed by the Contractor and Surety for a period of two (2) years from date of final acceptance, or for such period as may be required in the SPECIAL PROVISIONS.

D. No material of any kind shall be installed in the project until it has been inspected and approved by the Engineer. All material rejected shall be immediately removed from the site of the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.

E. At any time during the course of construction of this project when in opinion of the Engineer, provisions of the plans, specifications, or contract provisions are being violated by the Contractor or their employees, the Engineer shall have the right and authority to order all construction to cease or material to be removed, until arrangements satisfactory to the Engineer are made by the Contractor for resumption of the work in compliance with the provisions of the Contract.

## 5.38. PLANS AND SPECIFICATIONS: SHOP DRAWINGS

A. The Contractor, as soon as possible after approval of the source and the purchase of items of materials and equipment, shall submit to the Engineer all shop or setting drawings and schedules required for the work, including those pertaining to structural and reinforcing steel. The Contractor shall make any corrections in the drawings required by the Engineer, and resubmit same without delay.

B. Three final copies of all shop or setting drawings shall be submitted to the Engineer, who after checking will retain two copies and return one copy to the Contractor. The Engineer's approval of shop drawings of equipment and material shall extend only to determining the conformity of such equipment and materials with the general features of the design drawings prepared by the Engineer. Shop drawings are not part of the Contract Documents and do not modify the Contract Specifications. It shall be the responsibility of the Contractor to determine the correctness of all dimensions and minor details of such equipment and materials so that when incorporated in the work correct operations will result.

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

A. The Engineer shall decide all questions which may arise as to the fulfillment of the Contract on the part of the Contractor and their decision thereon shall be final and conclusive. The Engineer shall have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

B. If, in the opinion of the Engineer, the work being done by the Contractor is in violation in any way with the terms of the Contract, the Engineer shall forthwith notify the Contractor to cease said violation.

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



C. The Engineer shall, upon presentation to them, make prompt decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. All such decisions of the Engineer shall be final and conclusive.

D. The Contractor shall submit schedules which shall show the order in which the Contractor proposes to carry on the work, but the right to stipulate the order in which the Contract shall be carried out is reserved to the Engineer.

E. In the event either City or Contractor remains dissatisfied with the final decision of the Engineer hereunder, the City or Contractor may seek judicial review thereof pursuant to Rule 106, C.R.C.P. In no event shall the Contractor slow or stop the work while a determination is pending under this section 3.51, and the City will continue to make payment in accordance with the Contract Documents except as to any amount in dispute.

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

A. Attention of the Contractor is directed to the materials tests required on this Contract. All laboratory tests shall be approved by an approved testing laboratory. The specific test requirements are set forth in the sections of these specifications which describe the materials or apparatus to be tested. The Contractor shall furnish the Quality Control materials to be tested and shall pay transportation charges and costs of testing on any samples required to be submitted to the laboratory.

B. Where certified test reports are required to be furnished by the manufacturer, the Contractor shall furnish duplicate copies of the reports before the material will be approved for use.

## 5.41. ENGINEER, INSPECTION, AND TESTING: STAKING WORK

A. The Engineer will set control stakes for general layout and all necessary grade stakes for construction work. The protection and care of such stakes shall be the responsibility of the Contractor. The Contractor may, at the discretion of the Engineer, be required to pay the cost of replacing stakes which are lost or destroyed. The detail layout of structures and staking of individual items shall be done by the Contractor subject to verification by the Engineer as to compliance with the contract plans and specifications. In any case, the Contractor shall be responsible for the correctness and accuracy of the detail layout of finished structures.

B. Any personnel engaged in the surveying work on the project by the Contractor or their subcontractors, who is judged by the Engineer to be incompetent shall be removed from the work and replaced by competent personnel.

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

In case the Contractor shall fail to fully perform and complete the work in conformity with the provisions and conditions of the Contract within the specified time limit set forth in the Bid Form or within such

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



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

| ORIGINAL CONTRACT AMOUNT | AMOUNT OF LIQUIDATED DAMAGES PER DAY |
|---|---|
| Less than $49,999 | $200.00 |
| $50,000 to $99,999 | $250.00 |
| $100,000 to 249,999 | $300.00 |
| $250,000 to $499,999 | $400.00 |
| $500,000 to $999,999 | $500.00 |
| $1,000,000 and above | $1,000.00 plus any additional amount specified in Special Provisions |

## 5.43. ENGINEER, INSPECTION, AND TESTING: INSPECTION

A. The Engineer and their authorized representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper and safe facilities for such access and for inspection.

B. The Engineer shall have the right to reject materials and workmanship which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Contractor does not correct such condemned work and remove rejected materials within a reasonable time fixed by written notice, the City may remove them and charge the expense to the Contractor.

C. Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any material respect due to fault of the Contractor or their subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent, will be allowed the Contractor.

D. All materials to be incorporated in the work, all labor performed, all tools, appliances, and methods used shall be subject to the inspection and approval or rejection of the Engineer.

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



E. If the Engineer shall point out to the Contractor, their foreman or agent any neglect or disregard of the contract provisions, such neglect or disregard shall be remedied and further defective work shall be at once discontinued.

F. The Contractor shall execute the work only in the presence of the Engineer or authorized inspectors, unless provision has been made for the work to proceed without complete engineering supervision or inspection. The presence of the Engineer or Inspector shall in no way relieve the Contractor of the responsibility of this Contract, or be any warrant for the furnishing of bad material or poor workmanship.

G. The inspection and supervision of the work by the Engineer is intended to aid the Contractor in applying labor, materials, and workmanship in compliance with the contract provisions. Such inspection and supervision, however, shall not operate to release the Contractor from any of their contract obligations.

## 5.44. CONTRACTOR'S WORKING CONDITIONS: SUPERINTENDENCE

A. The Contractor shall give their personal superintendence to the work or have at the site of the work at all times a competent foreman, superintendent, or other representative satisfactory to the Engineer and having authority to act for the Contractor. All directions given to them shall be as binding as if delivered to the Contractor. Such directions shall be confirmed upon written request to the Engineer by the Contractor or their superintendent.

B. In so far as it is practicable and except in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been designated to represent the Contractor shall so act and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the Contract.

## 5.45. CONTRACTOR'S WORKING CONDITIONS: LABOR

A. The Contractor shall employ none but competent and skilled workers and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among their employees. The Engineer shall have the authority to order removal from the work of any Contractor's employee who refuses or neglects to observe any of the provisions of these plans or specifications, or who is incompetent, unfaithful, abusive, threatening, or disorderly in their conduct, and any such person shall not again be employed on this project without permission of the Engineer.

B. Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type of class of labor in the several classifications of skilled and common labor employed on this project, as required and defined in Article 17 of Title 8 of C.R.S.; provided, however that this subsection (b) shall be suspended and of no effect to the extent prohibited or inconsistent with a requirement of federal law or regulation or the terms and

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



conditions of any grant or cooperative agreement to which the City is a party and which concerns the Project.

C. If required, Contractor shall comply with all of the Davis-Bacon Act. Contractor shall be responsible for educating its officers, employees, representatives, contractors, and subcontractors regarding the applicable Davis-Bacon wages to be paid on this project. Contractor shall be responsible for requesting additional classifications, if necessary, and appealing any wage decisions to the Department of Labor or other applicable governmental entity. Contractor assumes the risk of an unfavorable wage determination.

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

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

B. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Engineer's instructions regarding signs, advertisements, fires, and smoke.

C. The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without the written authorization of the owner (or their agent) of the land, a copy of which authorization shall be filed with the City. The Contractor shall not interrupt, constrict, or alter established drainage ways on vacant lots or private land without first obtaining permission from the Engineer and the property owner.

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

A. The Contractor shall provide and maintain all necessary watchmen, barricades, red lights, and warning signs and take all necessary precautions for the protection of the public. The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the City's property from injury or loss arising in connection with the Contract. The Contractor shall make good any damage, injury, or loss to their work and to the property of the City, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the City.

B. The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the City's and adjacent property from injury arising from or in connection with this Contract.

C. The Contractor will be responsible for any and all damage to property, public or private, that may be caused by their operations in the performance of this Contract, and the Contractor shall defend any suit that may be brought against themself or the City on account of damage inflicted

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



by their operations, and shall pay any judgements awarded to cover such damage; provided, however, that if either party to this Contract should suffer injury or damages in any manner because of any wrongful act or neglect of the other party or of anyone employed by them, then they shall be reimbursed by the other party for such damage. Notice of pending claim for such reimbursement shall be made in writing to the party responsible within a reasonable time of the first observance of such damage, and the claim shall be filed and adjusted prior to the time of final payment.

## 5.48. CONTRACTOR'S WORKING CONDITIONS: ACCIDENT PREVENTION

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

## 5.49. CONTRACTOR'S WORKING CONDITIONS: INTERFERENCE WITH TRAFFIC

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

## 5.50. CONTRACTOR'S WORKING CONDITIONS: SANITARY CONVENIENCES

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

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

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

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

By submitting a bid, the Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. Contractor represents and warrants that to the extent

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



required by said Act, all persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

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

A. The Contractor shall at all times keep the site of the work free from accumulations of waste materials or rubbish caused by their employees or work and at the completion of the work they shall remove all their rubbish from and about the work and all their tools, equipment, scaffolding and surplus materials and shall leave their work clean and ready to use. In case of dispute, the City may remove the rubbish and surplus materials and charge the cost to the Contractor. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the City therefore.

B. All sewers, conduits, pipes and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction; and as the work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. The Contractor shall furnish at their own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work, in the opinion of the Engineer, fall short of first class work, shall be promptly corrected by the Contractor at their own expense. Cleaning and repairs shall be arranged, so far as practical, to be completed upon finishing the construction work. Notice to begin the final cleaning, and repairing, if such is needed, will be given by the Engineer, who at the same time will make their final inspection of the work. The Engineer will not approve the final estimate of any portion of the work until after the final inspection is made and the work found satisfactory.

## 5.54. CLEANUP AND FINAL COMPLETION: CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting or patching of their work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by, the plans and specifications of the completed project.

B. Any cost caused by defective or ill timed work shall be borne by the party responsible therefore.

C. The Contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor without the consent of the Engineer.

## 5.55. CLEANUP AND FINAL COMPLETION: FINAL TESTS

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



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

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

## 5.57. CLEANUP AND FINAL COMPLETION: TERMINATION FOR CAUSE

A. In the event the Contractor shall be adjudged as bankrupt, or shall make a general assignment for the benefit of their creditors, or a receiver shall be appointed on account of their insolvency, or if they shall persistently or repeatedly refuse or should fail to supply enough properly skilled workers or proper materials, or shall fail to maintain required insurance, or shall fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provisions of the Contract, the City may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, and unless within ten days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten days cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within thirty days from the date of the mailing to such Surety of a notice of termination, the City may take over the work and prosecute the same to completion for the account and at the expense of the Contractor, and the Contractor and their Surety shall be liable to the City for any excess cost thereby occasioned the City. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. The expense incurred by the City herein provided, and the damages incurred through the Contractor's default, shall be determined by the Engineer whose decision thereon shall be final and conclusive.

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

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

A. The Contract shall be deemed as having been finally accepted by the City upon authorization of final payment issued by the Engineer.

B. Use of part of the improvement by the City before completion of the entire project is not to be construed by the Contractor as an acceptance by the City of that part so used.

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



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

A. The Contractor shall commence work within three (3) calendar days of the date of execution of the Contract (unless otherwise stated in the Bid Form), and complete the Contract within the number of calendar days from the date of the Notice to Proceed as stated in the Bid Form.

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

## 5.60. CLEANUP AND FINAL COMPLETION: LIQUIDATED DAMAGES

A. In the event that the Contract has not been completed within the specified time (including any approved time extensions as described in Paragraph COMMENCEMENT AND COMPLETION OF WORK) the amounts set forth in Paragraph FAILURE TO COMPLETE WORK ON TIME will be deducted from the amount paid the Contractor, as liquidated damages.

B. No other liquidated damages will be charged for noncompletion within the specified time unless specifically stated in the Special Provisions.

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

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

## 5.62. MEASUREMENT AND PAYMENT: MEASUREMENT OF WORK

A. If the bid for the work under this Contract is on a unit price basis, the actual number of units of each item of work to be constructed may be more or less than the corresponding number given in the bid form or plans, but no variation will be made in the contract unit prices on the account. No extra measurement of any kind will be allowed in measuring the units of work under this

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



Contract, but the actual units of work shall be considered and all lengths will be measured on the centerline of the work, whether straight or curved. The Contractor will be paid the contract price for each unit of work done, which price will include the cost of all work described in the unit specifications.

B. The method of measurement shall be as described in that part of the specifications covering the particular units of work or materials furnished.

## 5.63. MEASUREMENT AND PAYMENT: PAYMENTS

A. The Contractor shall prepare and submit to the Engineer a detailed estimate of the work performed during the preceding calendar month, and at the time of completion of the work under the Contract, the Contractor shall prepare and submit to the Engineer a detailed estimate of the work performed since the last calendar month for which the Contractor has submitted an estimate, such estimates to be used after approval as a basis for periodical and final payments. In City's sole and absolute discretion, City may require certifications of payment by any supplier, subcontractor, and materialmen of Contractor with respect to the work performed.When approved, one copy of such estimate will be returned to the Contractor.

B. Not later than the 21st day after approval of periodic estimate and receipt of all other required payment submittals as detailed in SPECIAL PROVISIONS, the City will make partial payment to the Contractor on the basis of a duly certified and approved estimate and certifications, if required, of the work performed by the Contractor during the preceding calendar month. The City, at its discretion, may include in such monthly estimates payment for materials that will eventually be incorporated in the project, provided that such material is suitably stored on the site of the project at the time of submission of the estimate for payment. Payment for materials on hand but not in place, unless otherwise provided in the Special Provisions, shall be based on the Contractor's cost of such materials stored at the job site, as evidenced by material bills and freight bills. No additional allowances will be made for handling or drayage by the Contractor's forces, nor overhead, insurance, profit, or other incidental costs. The Contractor shall, if required by the Engineer, present certified copies of receipted bills and freight bills for such materials. Such material when so paid for by the City shall become the property of the City, and in case of default on the part of the Contractor, the City may use or cause to be used by others these materials in construction of the project.

C. The City will retain a percentage of the amount of each periodical estimate until the final completion and acceptance by the City of all work included in this Contract. Unless otherwise specified in SPECIAL PROVISIONS , the percentage retained shall be 10%, except that the retainage on the periodic estimate considered to be the final estimate may be reduced by the Engineer to an amount deemed by them sufficient to complete minor work, effect minor repairs or perform minor cleanup, provided, however, that in no event may retainage be reduced to less than five percent (5%) of the original contract amount. Nothing in this section shall be

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



construed to limit or restrict the City's right to withhold additional amounts pursuant to Section WAIVER OF STATUTORY RETENTION LIMITS of these General Provisions.

D. Final payment of the percentage retained by the City on the monthly periodical estimates and on the final estimate will be paid to the Contractor not more than thirty (30) days after final acceptance by the City of the work on this Contract and publication of the statutorily required Notice of Final Settlement.

## 5.64. MEASUREMENT AND PAYMENT: WAIVER OF STATUTORY RETENTION LIMITS

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

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

A. The City may withhold, in addition to retained percentages, from any payment to the Contractor, such an amount or amounts as may be necessary to cover:

1. Claims filed with the City for labor or materials furnished in connection with the work;
2. Correction of defective work not promptly remedied by Contractor;
3. Amounts owed to their suppliers, subcontractors, and workers;
4. An amount sufficient to ensure completion if a reasonable basis exists to believe that the Contract cannot be completed for the balance then unpaid;
5. Damage caused by Contractor to another contractor or public or private property;
6. Excess cost of field engineering and inspection;
7. City Sales and Use Tax to which the City is entitled;
8. Liquidated damages.

B. The City may disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The City will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

C. Neither the final payment nor any part of the retained percentage shall become due until 30 days after publication of Notice of Final Settlement on the Project and after the Contractor shall have delivered to the City a complete release for themself and all materialmen and

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



subcontractors of all claims or liens arising out of the Contract, or receipt in full in lieu thereof. The Contractor may, however, furnish a bond, satisfactory to the City Attorney, to indemnify the City against any claim or lien. If any claim or lien remains unsatisfied after all payments are made, the Contractor and their Surety shall be liable to the City for all moneys that the latter may be compelled to pay in discharging such claim or lien, including all costs and reasonable attorney's fees.

## 5.66. MEASUREMENT AND PAYMENT: UNCORRECTED WORK

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

## 5.67. MEASUREMENT AND PAYMENT: CHANGE ORDERS

A. The Engineer, in writing, may direct that changes be made in the work to be performed or the materials to be furnished pursuant to the provisions of this Contract. A written change order which causes any increase in the original contract price shall include a statement that lawful appropriations have been made sufficient to cover the costs of the change order.

B. Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such change shall be determined by one or more of the following methods:

1. By unit prices contained in the Contractor's original bid and incorporated in this construction contract;

2. By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in this construction contract; or by schedule of unit prices approved by Engineer pursuant to GENERAL PROVISIONS, CONTRACTS: SCHEDULE OF UNIT PRICES;

3. By an acceptable lump sum bid from the Contractor;

4. On a cost plus limited basis not to exceed a specified limit (defined as the cost of labor, materials, and insurance plus a specified percentage of the cost of such labor, materials, and insurance; provided the specified percentage does not exceed fifteen (15) percent of the aggregate cost of such labor, materials, and insurance and shall in no event exceed a specified limit). Provided, however, that the aggregate payment of all work shall in no case exceed the estimate of the Engineer.

C. No claims for an addition to the contract sum shall be valid unless authorized in writing as aforesaid.

D. In cases where a lump sum bid is submitted by the Contractor in excess of $500.00 (Five Hundred Dollars) and the Engineer considers the bid so submitted is excessive or unreasonable

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



for the changes or added work contemplated, the City reserves the right to request a bid for the same changed items from other contractors. If a bid for such added work is obtained from other contractors at a lesser amount, the City reserves the right to make an award for such work to another contractor unless the Contractor on this Contract agrees to do the added or changed work for the price named by the other contractor.

E. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the City unless claim for such added work has been filed by the Contractor within ten (10) days after such alleged extra work was performed.

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

A. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

B. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alternations or changes are in themselves significant changes to the character of the work, or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding loss of anticipated profit, will be made to the contract price. The basis for adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon for any reason what so ever, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

C. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

D. As used in this section, the term “significant change” shall be construed to apply only to the following circumstances:

1. When the character of the work as altered differs substantially and materially in kind or nature from that involved or included in the original proposed construction, or

2. When a major item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed. A major item is defined to be any item having an original contract value in excess of 10 percent of the original contract amount.

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



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

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



# 6. VENDOR SUBMISSIONS

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

## 6.1. BID GUARANTEE*

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

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

**If sending by mail the envelope must be addressed to:**

**City of Pueblo Purchasing Department**

**230 S. Mechanic Street**

**Pueblo, CO 81003**

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

- Bid_Bond.pdf

*Response required

## 6.2. CONFIRMATION OF UNDERSTANDING AND OFFER*

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

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

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

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

Quantities shown on the pricing schedule are subject to additions or reductions. The City reserves the right to adjust the required quantities as necessary. Additional quantities shall be furnished by Bidder at

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



the unit price quoted. The time allowed for construction shall be adjusted in direct proportion to the difference of the adjusted quantities to the estimated quantities.

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

The Bidder, if awarded the Contract, agrees to complete and file the Contract Agreement and Payment and Performance Bonds within ten (10) days of the date of Notice of Award, and further agrees to complete the work within 90 calendar days from Notice to Proceed. Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS.

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

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

☐ Please confirm

*Response required

## 6.3. NAME, TITLE, AND CONTACT INFORMATION*

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

*Response required

## 6.4. City of Pueblo Business License *

Is your business licensed with the City of Pueblo Sales Tax Division?

Note: A business license is **not** required to submit a bid but will be required at time of award.

☐ Yes
☐ No

*Response required

When equals "Yes"

### *6.4.1. Business License Number**

Please enter your City of Pueblo Business License number.

*Response required

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



## 6.5. ACKNOWLEDGEMENTS

### *6.5.1. AFFIRMATIVE ACTION PLAN REQUIREMENT:**

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

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

Please confirm your acknowledgment of the above statement:

☐ Please confirm

*Response required

### *6.5.2. INSURANCE REQUIREMENTS**

Bidder hereby acknowledges understanding of the insurance requirements as set forth in GENERAL PROVISIONS, INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE and certifies that they are in compliance with these requirements or will be upon award.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

*Response required

### *6.5.3. COLORADO LABOR REQUIREMENT:**

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

Please confirm your acknowledgment of the above statement:

☐ Please confirm

*Response required

### *6.5.4. SALES AND/OR USE TAX INFORMATION**

**CITY OF PUEBLO SALES OR USE TAX –**

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

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



**STATE OF COLORADO SALES OR USE TAX –**

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

**PUEBLO COUNTY SALES OR USE TAX –**

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

Please confirm you acknowledge the above statements:

☐ Please confirm

*Response required

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

### *6.6.1. Convicted of a criminal offense**

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

☐ Yes
☐ No

*Response required

### *6.6.2. Convicted under state or federal statutes**

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

☐ Yes
☐ No

*Response required

### *6.6.3. Convicted under state or federal antitrust statutes**

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

☐ Yes
☐ No

*Response required

### *6.6.4. Failed to perform**

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

☐ Yes

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



☐ No

*Response required

### 6.6.5. Suspension or Debarment*

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

☐ Yes
☐ No

*Response required

### 6.6.6. Unqualified*

Unqualified or financially unable to timely perform the work?

☐ Yes
☐ No

*Response required

### 6.6.7. Unlicensed *

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

☐ Yes
☐ No

*Response required

### 6.6.8. Delinquent*

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

☐ Yes
☐ No

*Response required

### 6.6.9. Confirmation *

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

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

☐ Please confirm

*Response required

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



# 7. PRICING TABLE

**BASE BID**

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|---|
| 1 | REMOVE TREE | 4 | EA. | | |
| 2 | RELOCATE FENCING | 119 | L.F. | | |
| 3 | REMOVE ASPHALT | 5,323 | S.F. | | |
| 4 | REMOVE CURB AND GUTTER | 2,325 | L.F. | | |
| 5 | REMOVE CONCRETE | 8,187 | S.F. | | |
| 6 | REMOVE 7" REINFORCED CONCRETE | 2,674 | S.F. | | |
| 7 | REMOVE CURB HEAD | 188 | L.F. | | |
| 8 | CONSTRUCT CURB HEAD | 1,246 | L.F. | | |
| 9 | CONSTRUCT CURB AND GUTTER | 2,305 | L.F. | | |
| 10 | CONSTRUCT 4" CONCRETE | 10,080 | S.F. | | |
| 11 | CONSTRUCT 6" CONCRETE | 4,324 | S.F. | | |
| 12 | CONSTRUCT 7" REINFORCED CONCRETE | 4,139 | S.F. | | |
| 13 | CONSTRUCT 2" ASPHALT PATCH | 295 | S.F. | | |
| 14 | CONSTRUCT ASPHALT ROADWAY PATCH | 5,108 | S.F. | | |
| 15 | INSTALL GRAVEL 3" DEEP | 477 | S.F. | | |
| 16 | INSTALL TACTILE BAND 24"X30" | 126 | EA. | | |
| 17 | RELOCATE SIGN | 14 | EA. | | |
| 18 | INSTALL CLASS 6 BASE MATERIAL (PLACE AND COMPACT) | 38 | TONS | | |

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|---|
| 19 | EROSION AND SEDIMENT CONTROL | 1 | LS | | |
| 20 | TRAFFIC CONTROL | 1 | LS | | |
| 21 | MOBILIZATION | 1 | LS | | |
| **TOTAL** | | | | | |

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

**NOTICE OF AWARD**
**(Sample)**

City of Pueblo, Colorado

_____
(Date)

To: _____

_____

_____

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

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

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

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

Director of Purchasing
City of Pueblo

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

**CONTRACT AGREEMENT**
**(Sample)**

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

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

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

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

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

1. Construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Contract Documents. This time shall be extended only for those periods set forth in the Contract Documents and in accordance with the requirements same.

2. The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind.

3. The full compensation to be paid to the Contractor by the City, pursuant to the terms of this Contract, shall be payable as provided in the Contract Documents.

4. This Contract consists of the following components, parts, and documents, all of which taken together constitute and are referred to as the Contract Documents, and the same are incorporated as part of the Contract as if set out herein verbatim, whether the same have been attached hereto or not:

| | |
|---|---|
| Notice of Award | |
| Contract Agreement (This Instrument) | |
| Performance Bond | |
| Payment Bond | |
| Notice to Proceed | |
| Section I. | Advertisement for Bids |
| Section II. | Introduction |
| Section III. | Special Provisions |
| Section IV. | Labor Provisions |
| Section V. | General Provisions |
| Section VI. | Project Details |
| Section VII. | Vendor Submissions |
| Section VIII. | Pricing Table |
| Appendices | A-C |

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



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

5. Title XII, Chapter 2, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 3476, and amended by Ordinance No. 4476 and 5229, shall be considered a part of this Contract.

6. Title I, Chapter 8, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 4479, shall be considered a part of the Contract.

7. All of the covenants and agreements set forth in the Contract Documents shall inure to the benefit of and be binding upon City and Contractor and their respective heirs, legal successors and assigns and shall be governed by the laws of the State of Colorado.

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

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

CONTRACTOR

By _____

Title _____

**PUEBLO, A MUNICIPAL CORPORATION**

By _____
Director of Purchasing

ATTEST:

_____
City Clerk

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

**PERFORMANCE BOND**
**(Sample)**

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____ a _____ hereinafter called "Principal" and

_____
Surety

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

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

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

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

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

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

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

(Signature Page Follows)

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



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

_____
Principal

**ATTEST:**

By _____
Principal Secretary

By _____

Title _____

(SEAL)

_____
(Address)

By _____
(Witness as to Principal)

_____
(Address)

_____
Surety

**ATTEST:**

By _____
(Surety) Attorney-In-Fact

By _____
Attorney-In-Fact

(SEAL)

_____
(Address)

By _____
(Witness as to Surety)

_____
(Address)

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

**PAYMENT BOND**
**(Sample)**

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____ a _____hereinafter called "Principal" and

_____
Surety

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

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

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

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

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

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

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

(Signature Page Follows)

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



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

_____
Principal

**ATTEST:**

By _____
Principal Secretary

By _____

Title _____

(SEAL)

_____
(Address)

By _____
(Witness as to Principal)

_____
(Address)

_____
Surety

**ATTEST:**

By _____
(Surety) Attorney-In-Fact

By _____
Attorney-In-Fact

(SEAL)

_____
(Address)

By _____
(Witness as to Surety)

_____
(Address)

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

**NOTICE TO PROCEED**
**(Sample)**

City of Pueblo, Colorado

_____
(Date)

To: _____

_____

_____

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

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

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

Director of Public Works
City of Pueblo

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



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

**www.prbd.com**

To Whom It May Concern:

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

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

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

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



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

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

TO ALL BIDDERS:

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

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

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

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

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

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



# City of Pueblo, Colorado

## TAX GUIDE

# CONSTRUCTION CONTRACTORS

**DEFINITION:**

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

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

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

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

**STATE EXEMPT PROJECTS:**

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

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

**CONSTRUCTION MATERIALS:**

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

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

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



**SALES TAX:**

1. Materials delivered by a Pueblo vendor to a construction contractor at a job site or other location in Pueblo are subject to city sales tax.

2. Materials picked up inside the City of Pueblo are subject to city sales tax regardless of whether the materials are used inside or outside the city.

3. Materials delivered by a Pueblo vendor to a location outside the City of Pueblo, for use outside the city, are exempt from city sales tax.

4. There is no exemption in the sales tax ordinance for the temporary storage of construction materials in Pueblo.

**USE TAX:**

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

1. For materials purchased outside of Pueblo to be used or stored in Pueblo on which sales tax was legally paid to another municipal corporation, use tax would be due only to the extent that the Pueblo tax exceeds the amount of sales tax paid to the other municipality. Sales tax is legally paid to another municipal corporation only if delivery of the material takes place in that municipality.

2. For material purchased outside Pueblo and delivered into Pueblo either by the vendor or common carrier, the full 3.7% City of Pueblo use tax is due.

3. If for any reason a licensed vendor fails to charge City of Pueblo sales tax, the contractor as the ultimate user must pay the full use tax.

**CONSTRUCTION TOOLS & EQUIPMENT:**

**NEW PURCHASES:**

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

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

**USED EQUIPMENT:**

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

**CONSTRUCTION EQUIPMENT:**

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



**MOTOR VEHICLE EXEMPTION:**

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

**RETAILER-CONTRACTOR:**

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

1. On time and material type contracts for all now tax exempt entities, sales tax must be charged and remitted on the total retail price charged to the customer.

2. On lump sum contracts and all jobs for tax exempt entities, use tax must be paid based on the acquisition cost of the merchandise.

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

**MANUFACTURER CONTRACTORS:**

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

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

**FABRICATORS:**

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

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

**RELATED TAX GUIDES:**

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

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

01/18

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



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

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

# FREQUENTLY ASKED QUESTIONS (FAQ)

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

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

**FAQ's:**

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

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

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

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

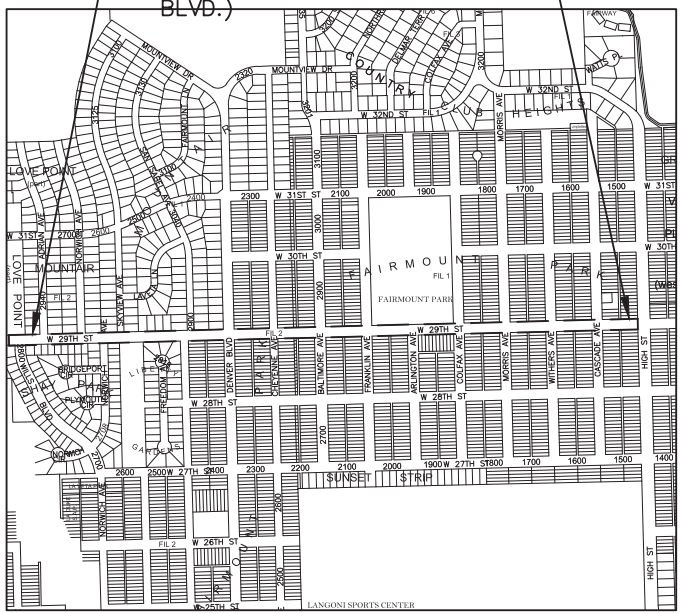
# Concrete Improvements- West 29th St. Phase 2 (High St. to Wills Blvd.)

## PROJECT 24-068

## City of Pueblo, Colorado

PROJECT SITE

PROJECT LOCATION
29th St. (HIGH ST. TO WILLS BLVD.)




| Utility Companies and Contact List | | | | |
|---|---|---|---|---|
| **Company** | **Name** | | **Email** | **Phone** |
| Black Hills Energy | Chris | Seltzer | ChristopherSeltzer@blackhillscorp.com | 719-568-8809 |
| QWEST/Century Link | Larry | Gurule | larry.gurule@centurylink.com | 719-647-5230 |
| Board of Water Works | Justin | Richardson | jrichardson@pueblowater.org | 719-250-4147 |
| Xcel Energy | Kevin | Johnson | kevin.johnson@xcelenergy.com | 719-549-3615 |
| Comcast | Dale | Stewart | dale.stewart@cable.comcast.com | 719-306-2767 |
| CDOT | Danny | Espinoza | danny.espinoza@dot.state.co.us | 719-562-5519 |
| Pueblo County | Teresa | Guagliardo | guagliardot@co.pueblo.co.us | 719-583-4629 |
| City of Pueblo Wastewater | Sonia | Mondragon | smondragon@pueblo.us | 719-553-2890 |
| City of Pueblo Stormwater | Jeff | Hawkins | jhawkins@pueblo.us | 719-553-2277 |
| City of Pueblo Public Works | Kurt | Patrick | k.patrick@pueblo.us | 719-553-2283 |
| City of Pueblo Traffic | Kevin | Passig | kpassig@pueblo.us | 719-553-2722 |
| City of Pueblo Streets | BJ | Aragon | baragon@pueblo.us | 719-553-2319 |
| City of Pueblo Parks | JOHN | ARMIJO | jarmijo@pueblo.us | 719-568-7780 |
| | | | | |
| **BEFORE YOU DIG CALL: 1-800-922-1897 OR 811** | | | | |
| Utility Notification Center of Colorado | | | www.uncc.org | |

811 Know what's below. Call before you dig.

| HEET INDEX | |
|---|---|
| **SHEET #** | **LOCATION** |
| 1 | COVER SHEET |
| 2 | NORTH ALLEY PAN BETWEEN HIGHT ST. AND CASCADE AVE. |
| 3 | NORTH ALLEY PAN BETWEEN HIGHT ST. AND CASCADE AVE. |
| 4 | NORTH SIDEWALK BETWEEN HIGH AND CASCADE |
| 5 | CASCADE NW AND NE CORNERS |
| 6 | CASCADE SW AND SE CORNERS |
| 7 | NORTH ALLLEY PAN BETWEEN CASCADE AND WITHERS |
| 8 | SOUTH ALLEY PAN BETWEEN CASCADE AND WITHERS |
| 9 | WITHERS NW AND NE CORNERS |
| 10 | WITHERS SW AND SE CORNERS |
| 11 | NORTH SIDEWALK BETWEEN WITHERS AND MORRIS |
| 12 | NORTH ALLEY PAN BETWEEN WITHERS AND MORRIS |
| 13 | SOUTH ALLEY PAN BETWEEN WITHERS AND MORRIS |
| 14 | MORRIS SW AND SE CORNERS |
| 15 | NORTH ALLEY PAN BETWEEN MORRIS AND COLFAX |
| 16 | SOUTH ALLEY PAN BETWEEN MORRIS AND COLFAX |
| 17 | 29020 COLFAX AVE |
| 18 | COLFAX NW AND NE CORNERS |
| 19 | COLFAX SW AND SE CORNERS |
| 20 | MID BLOCK ABOVE ARLINGTON |
| 21 | ARLLINGTON SW SIDEWALK |
| 22 | ARLNGTON SW AND SE CORNERS |
| 23 | SOUTH DRIVEWAY BETWEEN ARLINGTON AND FRANKLIN |
| 24 | SOUTH FRANKLIN SW AND SE CORNERS |
| 25 | SOUTH SIDEWALK BETWEEN FRANKLIN AND BALTIMORE |
| 26 | NORTH ALLEY PAN BETWEEN FRANKLIN AND BALTIMORE |
| 27 | SOUTH ALLEY PAN BETWEEN FRANKLIN AND BALTIMORE |
| 28 | BALTIMORE SW AND SE CORNERS |
| 29 | SOUTH SIDEWALK BETWEEN BALTIMORE AND CHEYENNE |
| 30 | NORTH ALLEY PAN BETWEEN BALTIMORE AND CHEYENNE |
| 31 | NORTH SIDEWALK BETWEEN BALTIMORE AND CHEYENNE |
| 32 | SOUTH ALLEY PAN BETWEEN BALTIMORE AND CHEYENNE |
| 33 | CHEYENNE NW AND NE CORNERS |
| 34 | SOUTH ALLEY PAN BETWEEN CHEYENNE AND DENVER |
| 35 | SOUTH SIDEWALK BETWEEN CHEYENNE AND DENVER |
| 36 | NORTH DRIVEWAY BETWEEN CHEYENNE AND DENVER |
| 37 | DENVER NW AND NE CORNERS |
| 38 | DENVER SW AND SE CORNERS |
| 39 | SAN ISABEL NW AND NE CORNERS |
| 40 | ATLANTA SW AND SE CORNERS |
| 41 | NORTH SIDEWALK BETWEEN SAN ISABEL AND SKYVIEW |
| 42 | NORWICH SW AND SE CORNERS |
| 43 | NORWICH NW AND NE CORNERS |
| 44 | 2706 W. 29TH ST. |
| 45 | SIDEWALK ACROSS NORTH OF WILLS |
| 46 | WILLS SW AND SE CORNERS |

ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF PUBLIC WORKS — CITY OF PUEBLO, COLORADO

city of PUEBLO colorado

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

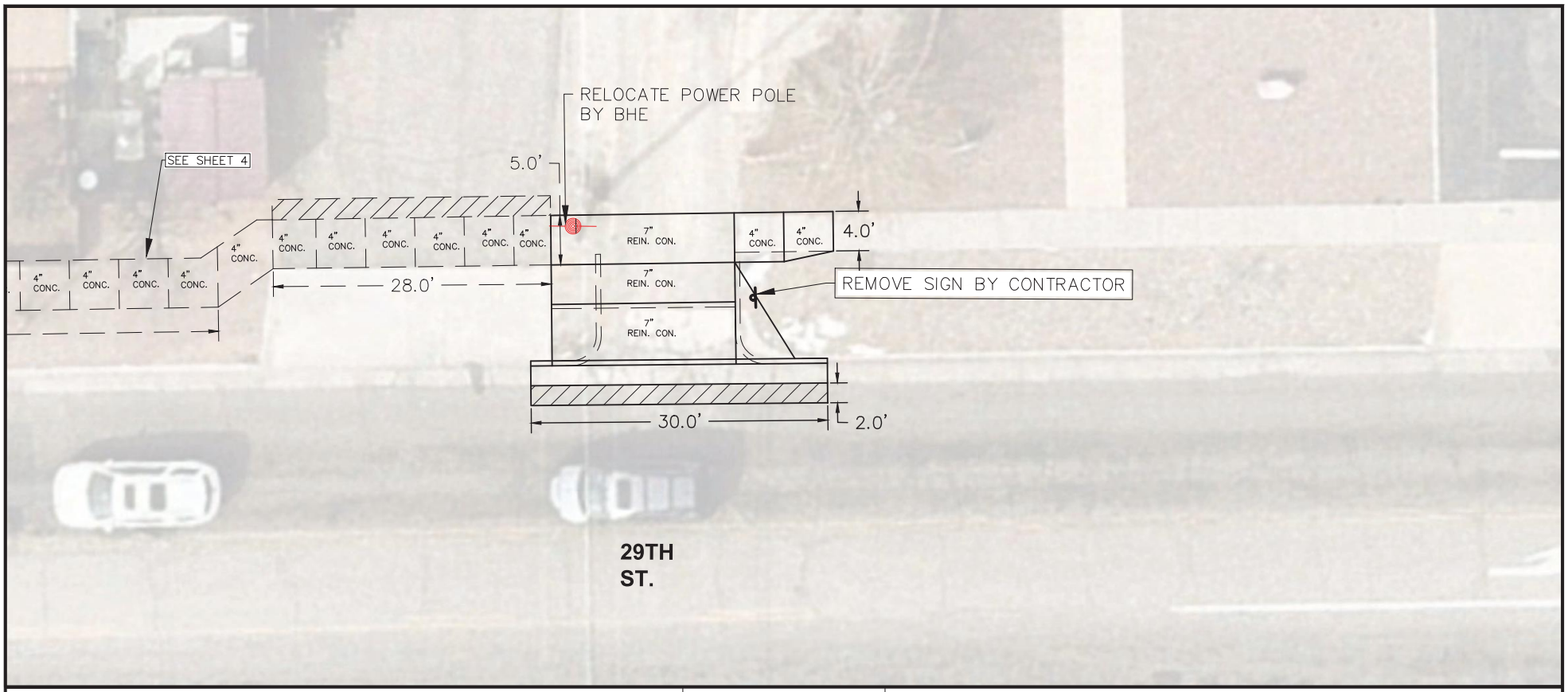
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
COVER PAGE

DRAWING NO.

SHEET NO. 1

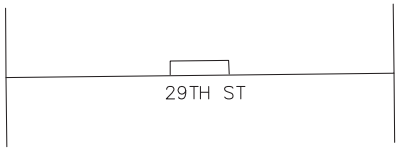
Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




NORTH ALLEY PAN

| | | |
|---|---|---|
| REMOVE | 30 | L.F. CURB & GUTTER |
| REMOVE | 16 | L.F. CURB HEAD |
| REMOVE | 40 | S.F. CONCRETE |
| REMOVE | 98 | S.F. REINF. CONCRETE |
| REMOVE | 60 | S.F. ASPHALT |
| CONSTRUCT | 30 | L.F. CURB & GUTTER |
| CONSTRUCT | 48 | S.F. 4" CONCERETE |
| CONSTRUCT | 306 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 60 | S.F. ASPHALT ROADWAY PATCH |
| REMOVE | 1 | EA. SIGN |

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




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
NORTH ALLEY PAN BETWEEN
HIGH ST AND CASCADE

DRAWING NO.

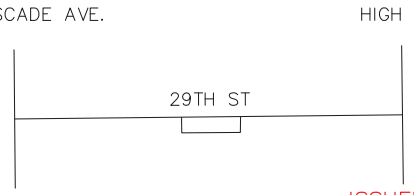
SHEET NO. 2

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

SOUTH ALLEY PAN

| | | |
|---|---|---|
| REMOVE | 28 | L.F. CURB & GUTTER |
| REMOVE | 193 | S.F. CONCRETE |
| REMOVE | 16 | L.F. CURB HEAD |
| REMOVE | 211 | S.F. REINF. CONCRETE |
| REMOVE | 58 | S.F. ASPHALT |
| CONSTRUCT | 28 | L.F. CURB & GUTTER |
| CONSTRUCT | 193 | S.F. 4" CONCRETE |
| CONSTRUCT | 273 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 58 | S.F. ASPHALT ROADWAY PATCH |

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




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

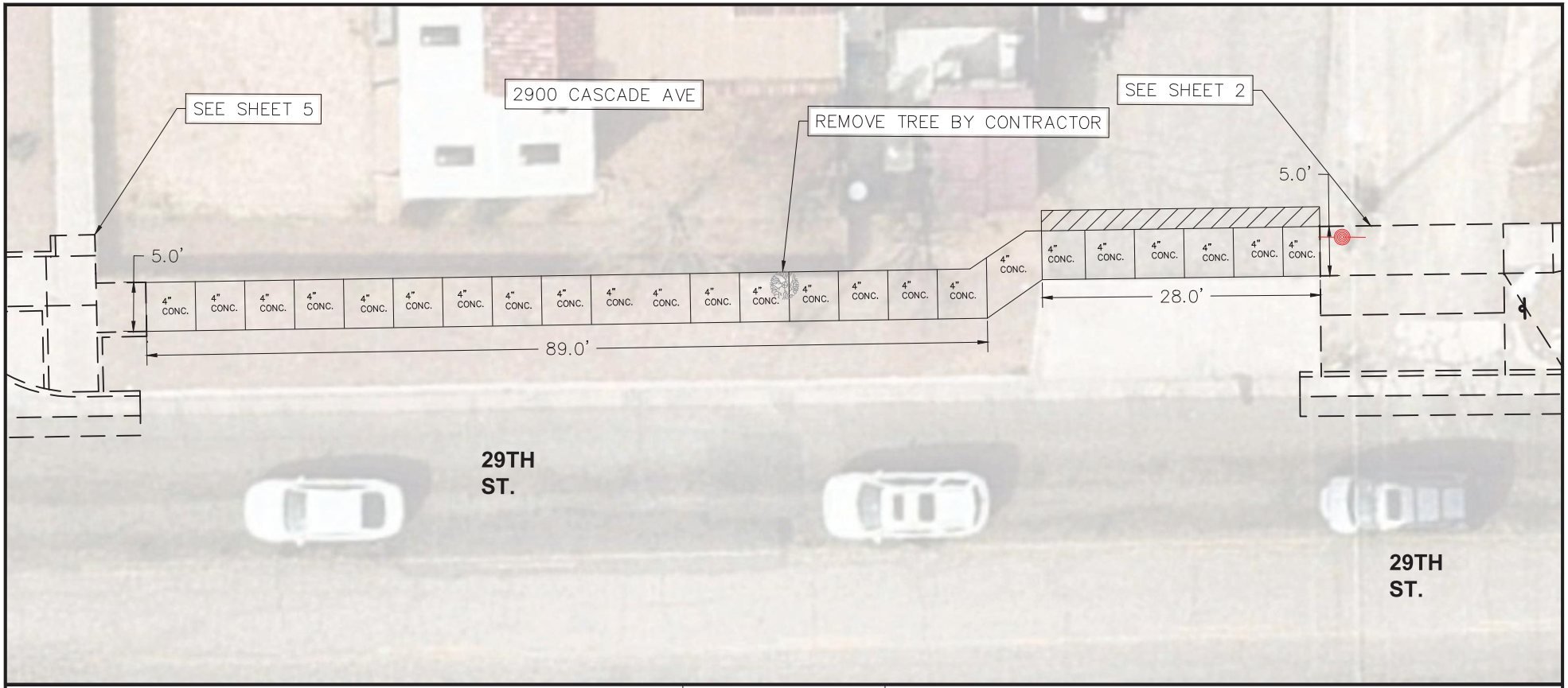
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
SOUTH ALLEY PAN BETWEEN
HIGH ST. AND CASCADE

DRAWING NO.

SHEET NO. 3

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




NORTH SIDEWALK

| | | |
|---|---|---|
| CONSTRUCT | 624 | S.F. 4" CONCRETE |
| REMOVE | 201 | S.F. ASPHALT PATCH |
| CONSTRUCT | 58 | S.F. 2" ASPHALT PATCH |
| REMOVE | 1 | EA. 6" TREE |

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

N
W E
S

CASCADE AVE. HIGH ST.

29TH ST

ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF PUBLIC WORKS CITY OF PUEBLO COLORADO

city of PUEBLO colorado

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

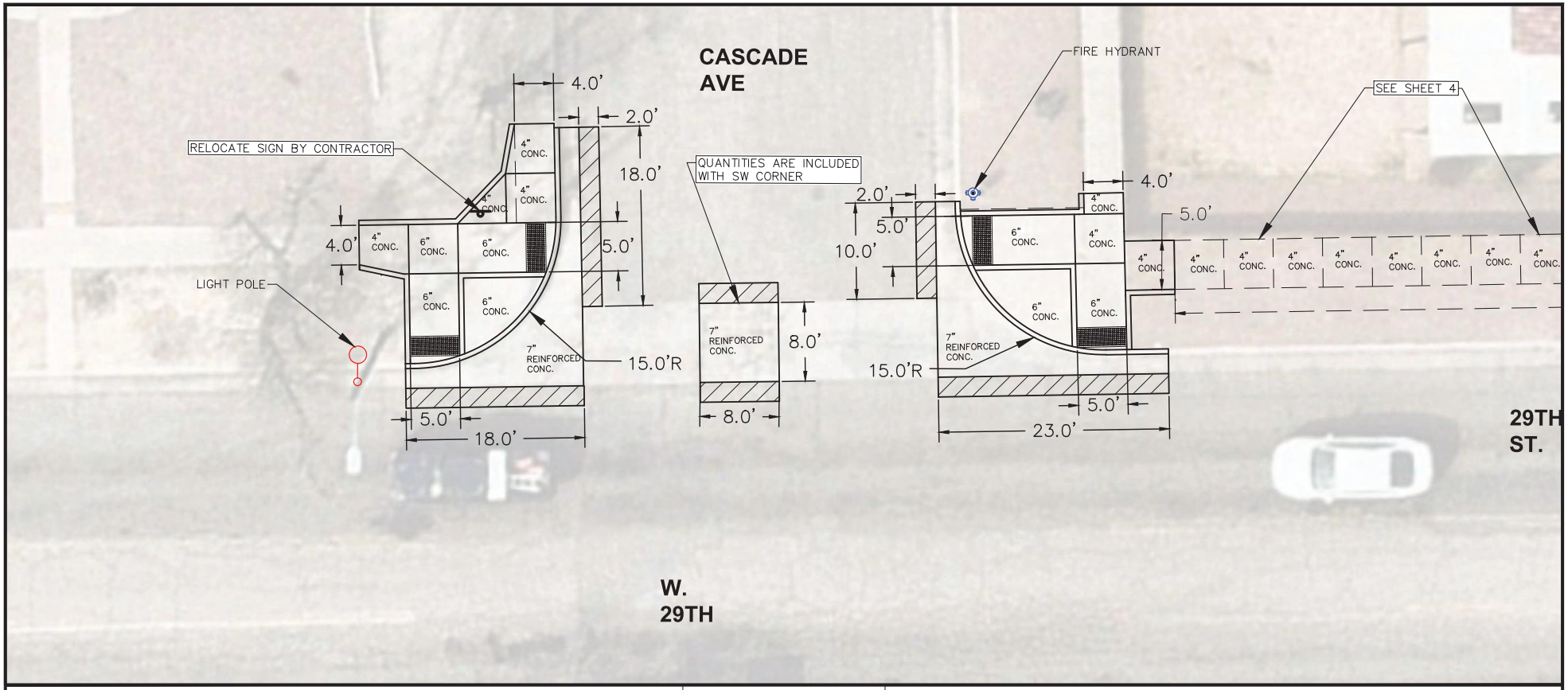
SCALE (H): 1" = 6'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
NORTH SIDEWALK
BETWEEN HIGH AND CASCADE

DRAWING NO.

SHEET NO. 4

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




NW CORNER

| | | |
|---|---|---|
| REMOVE | 34 | L.F. CURB & GUTTER |
| REMOVE | 235 | S.F. CONCRETE |
| REMOVE | 62 | S.F. REINF. CONCRETE |
| REMOVE | 72 | S.F. ASPHALT |
| CONSTRUCT | 51 | L.F. CURB HEAD |
| CONSTRUCT | 34 | L.F. CURB & GUTTER |
| CONSTRUCT | 82 | S.F. 4" CONCRETE |
| CONSTRUCT | 165 | S.F. 6" CONCRETE |
| CONSTRUCT | 62 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 72 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"X30" TACTILE BAND |
| RELOCATE | 1 | EA. SIGN |

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

N
W E
S

ISSUED FOR BID 5/14/24

SW CORNER

| | | |
|---|---|---|
| REMOVE | 31 | L.F. CURB & GUTTER |
| REMOVE | 200 | S.F. CONCRETE |
| REMOVE | 126 | S.F. REINF. CONCRETE |
| REMOVE | 98 | S.F. ASPHALT |
| CONSTRUCT | 39 | L.F. CURB HEAD |
| CONSTRUCT | 31 | L.F. CURB & GUTTER |
| CONSTRUCT | 48 | S.F. 4" CONCRETE |
| CONSTRUCT | 146 | S.F. 6" CONCRETE |
| CONSTRUCT | 126 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 98 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"X30" TACTILE BAND |

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

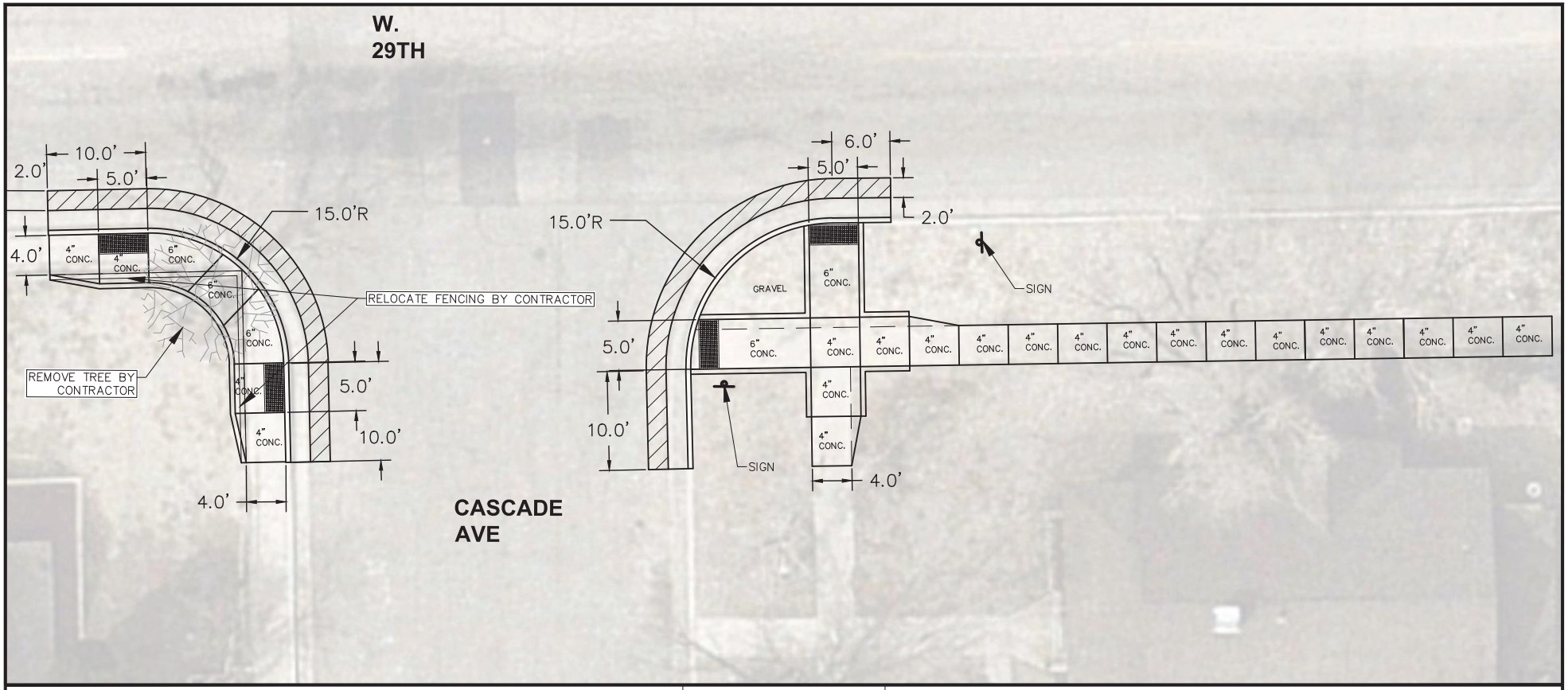
24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)

# CASCADE NW AND NE CORNERS

DRAWING NO.

SHEET NO. 5

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SW CORNER

| | | |
|---|---|---|
| REMOVE | 42 | L.F. CURB & GUTTER |
| REMOVE | 132 | S.F. CONCRETE |
| RELOCATE | 38 | L.F. FENCING 3' TIMBERS |
| REMOVE | 1 | EA. 12" TREE |
| REMOVE | 93 | S.F. ASPHALT |
| CONSTRUCT | 33 | L.F. CURB HEAD |
| CONSTRUCT | 42 | L.F. CURB & GUTTER |
| CONSTRUCT | 95 | S.F. 4" CONCRETE |
| CONSTRUCT | 86 | S.F. 6" CONCRETE |
| CONSTRUCT | 93 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"X30" TACTILE BAND |

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

N
W E
S

ISSUED FOR BID 5/14/24

SW CORNER

| | | |
|---|---|---|
| REMOVE | 39 | L.F. CURB & GUTTER |
| REMOVE | 387 | S.F. CONCRETE |
| REMOVE | 89 | S.F. ASPHALT |
| CONSTRUCT | 58 | L.F. CURB HEAD |
| CONSTRUCT | 39 | L.F. CURB & GUTTER |
| CONSTRUCT | 360 | S.F. 4" CONCRETE |
| CONSTRUCT | 107 | S.F. 6" CONCRETE |
| CONSTRUCT | 89 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"X30" TACTILE BAND |
| INSTALL | 62 | S.F. GRAVEL |

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

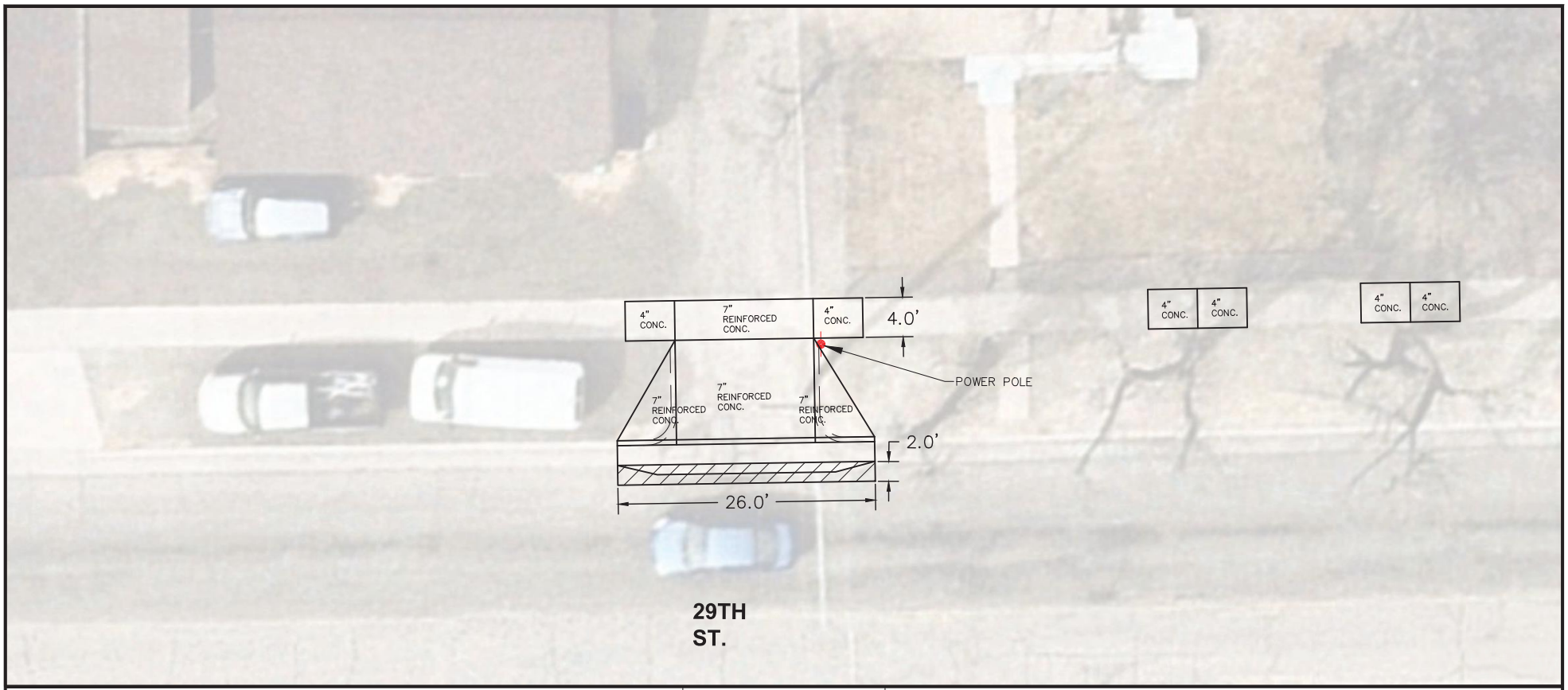
24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)

# CASCADE SW AND SE CORNERS

DRAWING NO.

SHEET NO. 6

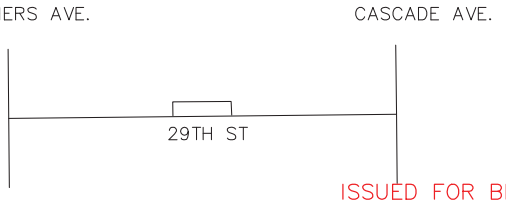
Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




NORTH ALLEY PAN

| | | |
|---|---|---|
| REMOVE | 26 | L.F. CURB & GUTTER |
| REMOVE | 121 | S.F. CONCRETE |
| REMOVE | 16 | L.F. CURB HEAD |
| REMOVE | 197 | S.F. REINF. CONCRETE |
| REMOVE | 48 | S.F. ASPHALT |
| CONSTRUCT | 26 | L.F. CURB & GUTTER |
| CONSTRUCT | 121 | S.F. 4" CONCRETE |
| CONSTRUCT | 257 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 52 | S.F. ASPHALT ROADWAY PATCH |

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




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

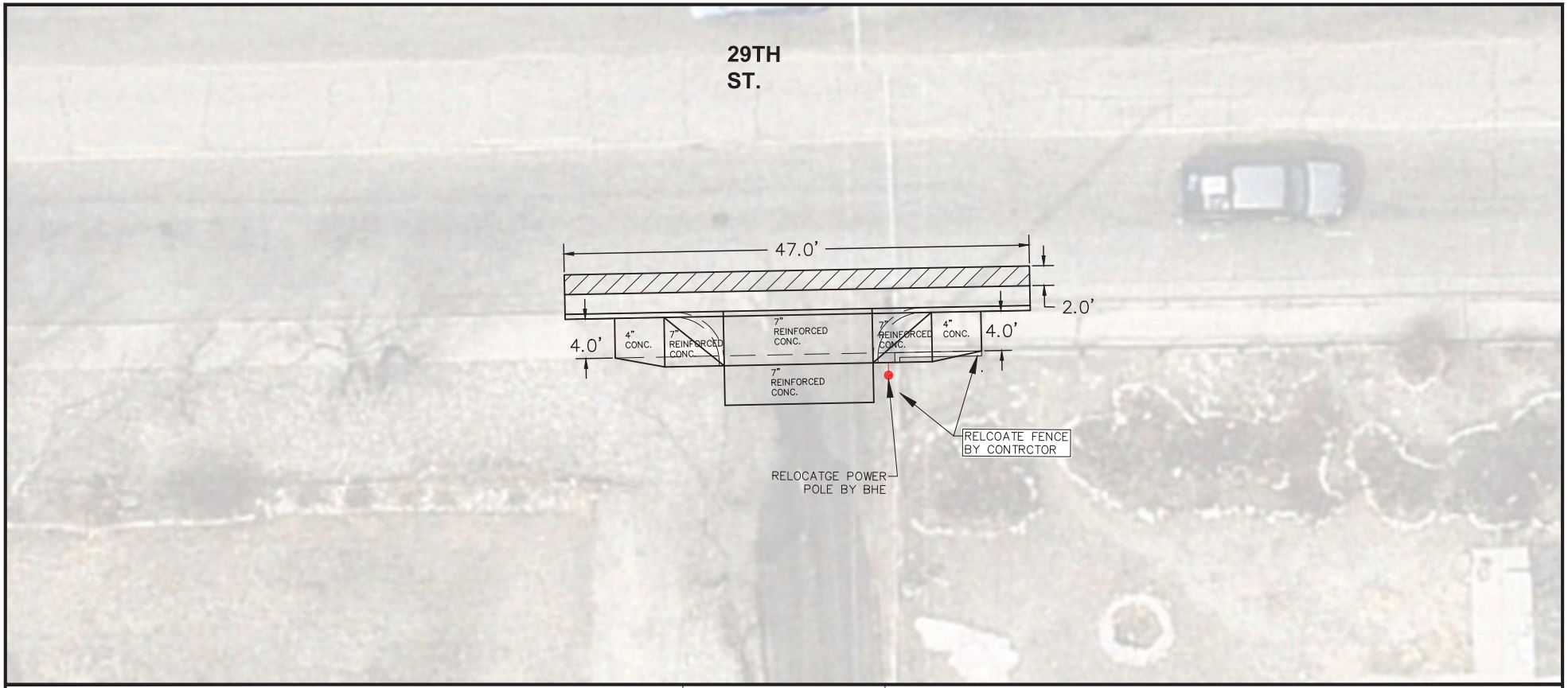
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
NORTH ALLEY PAN BETWEEN
CASCADE AND WITHERS

DRAWING NO.

SHEET NO. 7

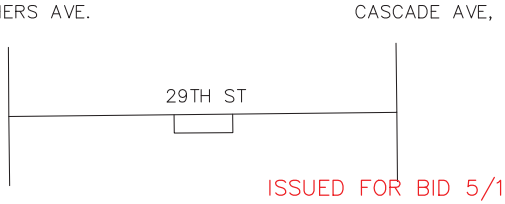
Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SOUTH ALLEY PAN

| | | |
|---|---|---|
| REMOVE | 47 | L.F. CURB & GUTTER |
| REMOVE | 58 | S.F. CONCRETE |
| REMOVE | 10 | L.F. CURB HEAD |
| REMOVE | 89 | S.F. REINF. CONCRETE |
| REMOVE | 94 | S.F. ASPHALT |
| CONSTRUCT | 47 | L.F. CURB & GUTTER |
| CONSTRUCT | 48 | S.F. 4" CONCRETE |
| CONSTRUCT | 195 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 94 | S.F. ASPHALT ROADWAY PATCH |
| RELOCATE | 10 | L.F. FENCE 3' TIMBERS |

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




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

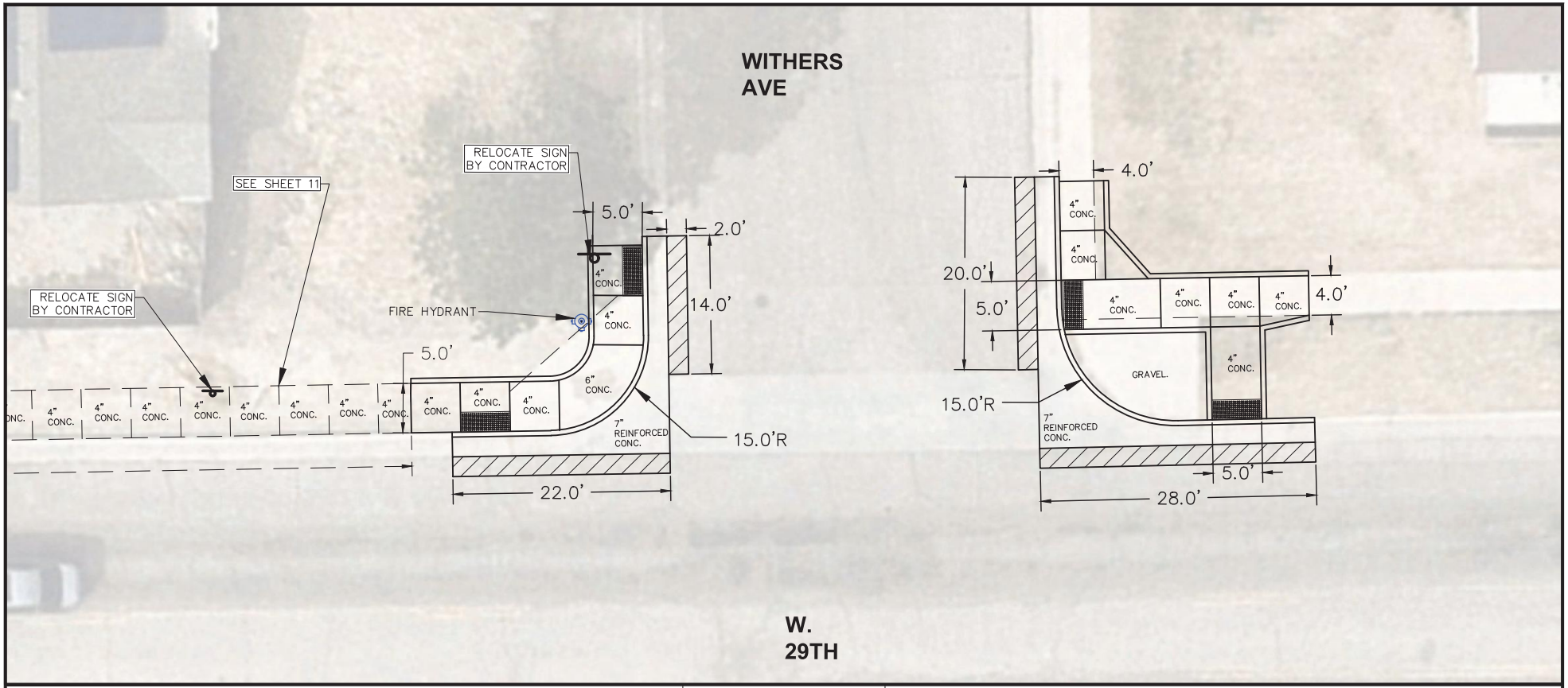
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
SOUTH ALLEYPAN BETWEEN
CASCADE AND WITHERS

DRAWING NO.

SHEET NO. 8

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




NW CORNER

| | | |
|---|---|---|
| REMOVE | 36 | L.F. CURB & GUTTER |
| REMOVE | 112 | S.F. CONCRETE |
| REMOVE | 31 | S.F. REINF. CONCRETE |
| REMOVE | 72 | S.F. ASPHALT |
| CONSTRUCT | 30 | L.F. CURB HEAD |
| CONSTRUCT | 36 | L.F. CURB & GUTTER |
| CONSTRUCT | 123 | S.F. 4" CONCRETE |
| CONSTRUCT | 46 | S.F. 6" CONCRETE |
| CONSTRUCT | 31 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 72 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"x30" TACTILE BAND |
| RELOCATE | 1 | EA. SIGN |

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

N W E S

ISSUED FOR BID 5/14/24

NE CORNER

| | | |
|---|---|---|
| REMOVE | 46 | L.F. CURB & GUTTER |
| REMOVE | 249 | S.F. CONCRETE |
| REMOVE | 42 | S.F. REINF. CONCRETE |
| REMOVE | 95 | S.F. ASPHALT |
| CONSTRUCT | 62 | L.F. CURB HEAD |
| CONSTRUCT | 46 | L.F. CURB & GUTTER |
| CONSTRUCT | 177 | S.F. 4" CONCRETE |
| CONSTRUCT | 42 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 95 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"X30" TACTILE BAND |
| INSTALL | 102 | S.F. GRAVEL |

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|

BUREAU OF PUBLIC WORKS — CITY OF PUEBLO, COLORADO

city of PUEBLO colorado

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

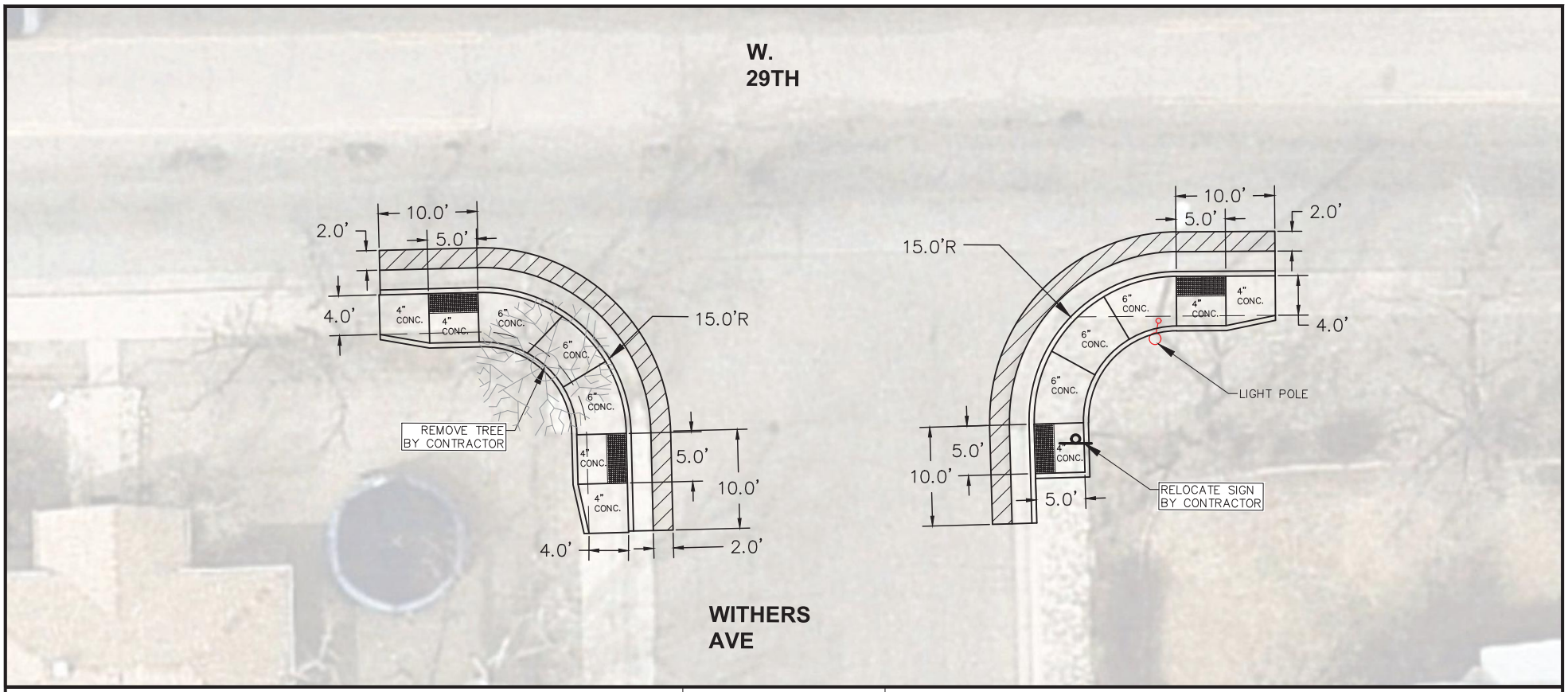
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
WITHERS NW AND NE CORNERS

DRAWING NO.

SHEET NO. 9

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SW CORNER

| | | |
|---|---|---|
| REMOVE | 44 | L.F. CURB & GUTTER |
| REMOVE | 159 | S.F. CONCRETE |
| REMOVE | 97 | S.F. ASPHALT |
| CONSTRUCT | 35 | L.F. CURB HEAD |
| CONSTRUCT | 44 | L.F. CURB & GUTTER |
| CONSTRUCT | 93 | S.F. 4" CONCRETE |
| CONSTRUCT | 97 | S.F. 6" CONCRETE. |
| CONSTRUCT | 97 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"X30" TACTILE BAND |
| REMOVE | 1 | EA. TREE 2' |

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

N
W E
S

SW CORNER

| | | |
|---|---|---|
| REMOVE | 44 | L.F. CURB & GUTTER |
| REMOVE | 68 | S.F. CONCRETE |
| REMOVE | 97 | S.F. ASPHALT |
| CONSTRUCT | 35 | L.F. CURB HEAD |
| CONSTRUCT | 44 | L.F. CURB & GUTTER |
| CONSTRUCT | 72 | S.F. 4" CONCRETE |
| CONSTRUCT | 96 | S.F. 6" CONCRETE |
| CONSTRUCT | 97 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"X30" TACTILE BAND |
| RELOCATE | 1 | EA. SIGN |

ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

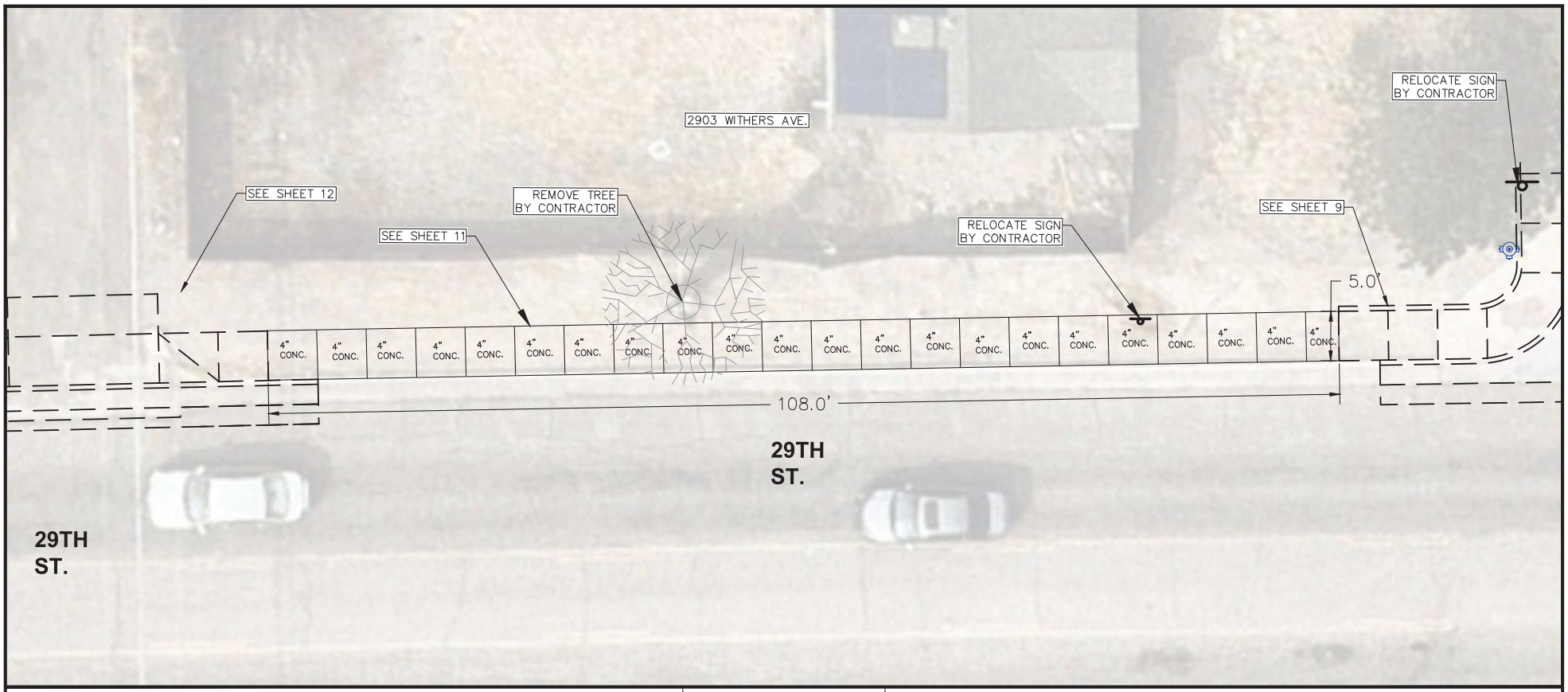
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
WITHERS SW AND SE CORNERS

DRAWING NO.

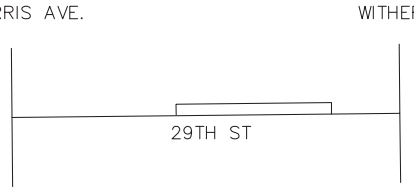
SHEET NO. 10

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




MID BLOCK SIDEWALK
CONSTRUCT 542 S.F. 4" CONCRETE
REMOVE 1 EA. TREE 2'
RELOCATE 1 EA. SIGN

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




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

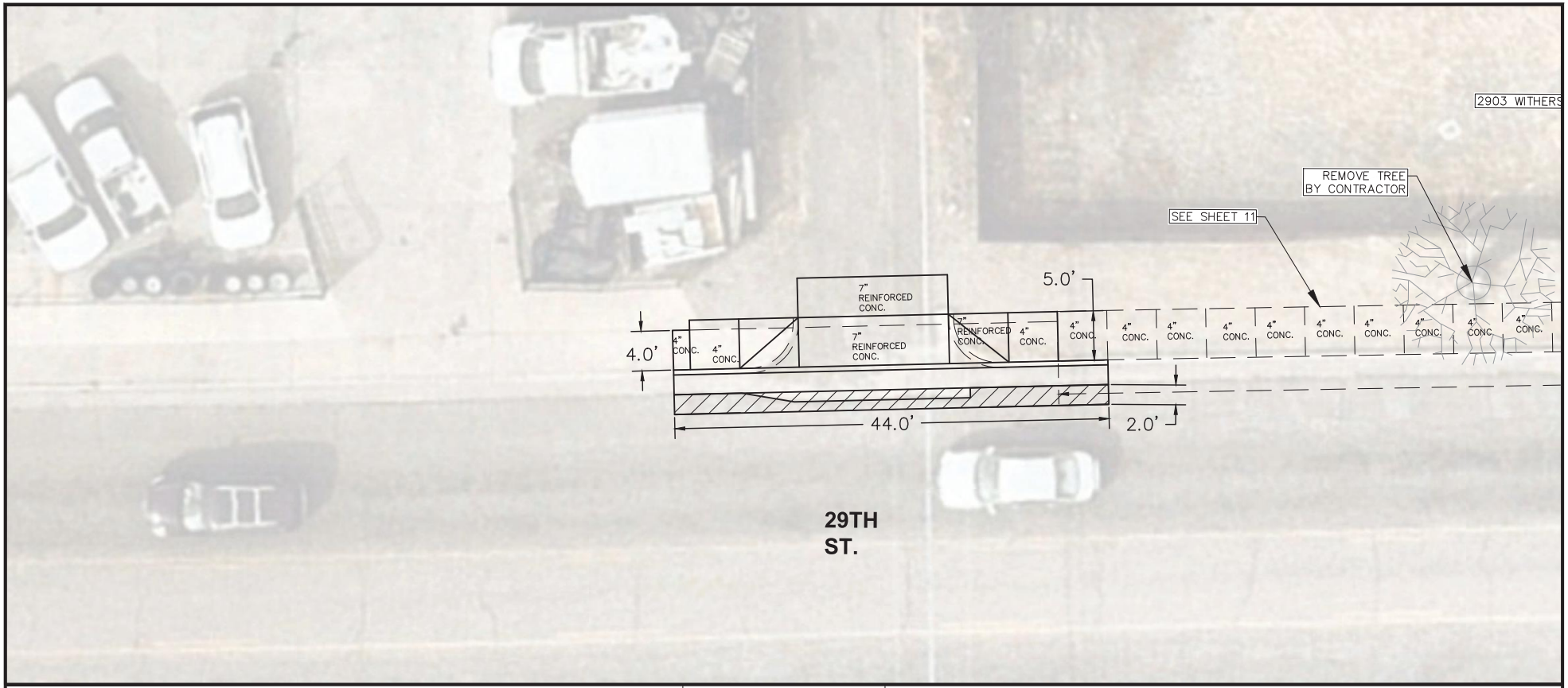
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
NORTH SIDEWALK BETWEEN
WITHERS AND MORRIS

DRAWING NO.

SHEET NO. 11

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




NORTH ALLEY PAN

| | | |
|---|---|---|
| REMOVE | 44 | L.F. CURB & GUTTER |
| REMOVE | 45 | S.F. CONCRETE |
| REMOVE | 8 | L.F. CURB HEAD |
| REMOVE | 76 | S.F. REINF. CONCRETE |
| REMOVE | 88 | S.F. ASPHALT |
| CONSTRUCT | 44 | L.F. CURB & GUTTER |
| CONSTRUCT | 50 | S.F. 4" CONCRETE |
| CONSTRUCT | 197 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 88 | S.F. ASPHALT ROADWAY PATCH |

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

N W E S

MORRIS AVE. WITHERS AVE.

29TH ST

ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

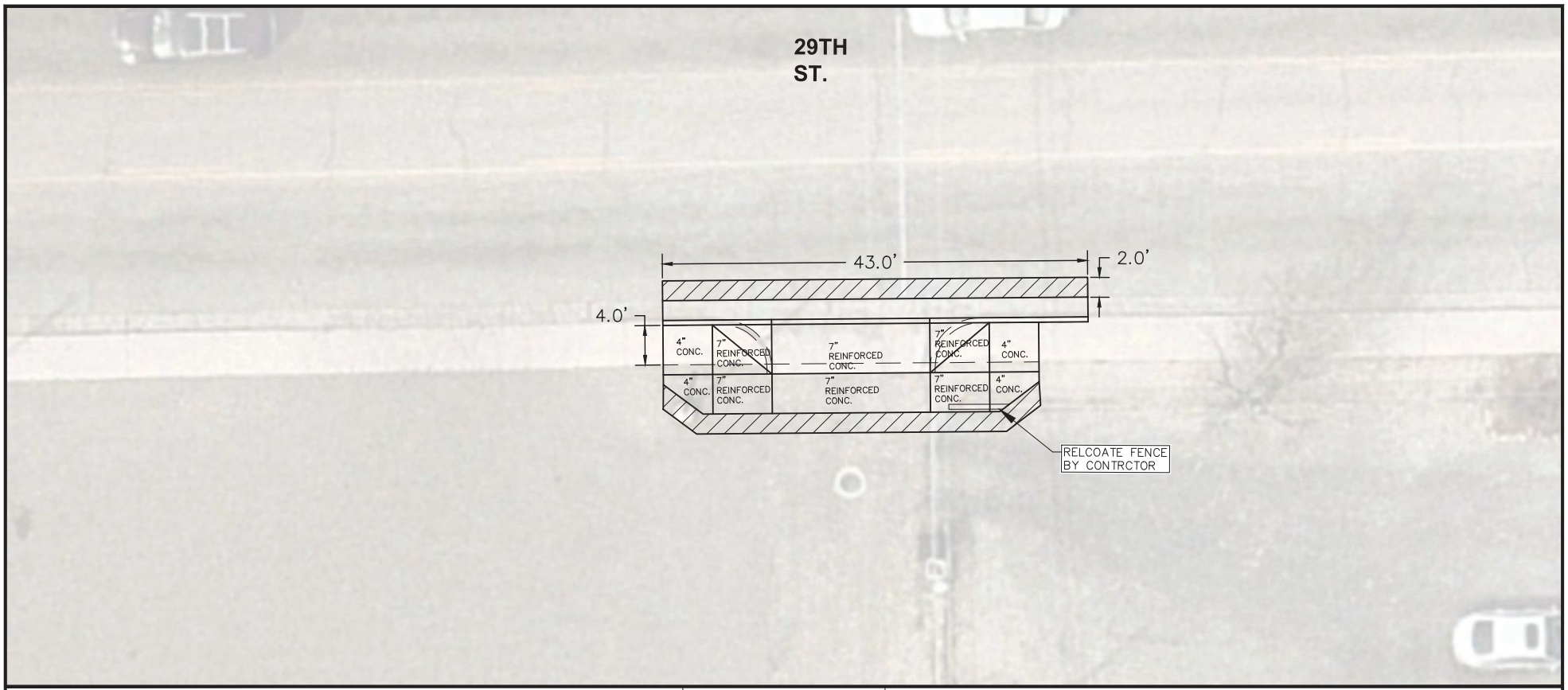
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
NORTH ALLEYPAN BETWEEN
WITHERS AND MORRIS

DRAWING NO.

SHEET NO. 12

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SOUTH ALLEY PAN

| | | |
|---|---|---|
| REMOVE | 43 | L.F. CURB & GUTTER |
| REMOVE | 76 | S.F. CONCRETE |
| REMOVE | 8 | L.F. CURB HEAD |
| REMOVE | 87 | S.F. REINF. CONCRETE |
| REMOVE | 166 | S.F. ASPHALT |
| CONSTRUCT | 43 | L.F. CURB & GUTTER |
| CONSTRUCT | 78 | S.F. 4" CONCRETE |
| CONSTRUCT | 80 | S.F. 2" ASPHALT PATCH |
| CONSTRUCT | 252 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 86 | S.F. ASPHALT ROADWAY |
| RELOCATE | 6 | L.F. FENCE 4' CHAIN LINK |

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

N
W E
S

MORRIS AVE. WITHERS AVE.

29TH ST

ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

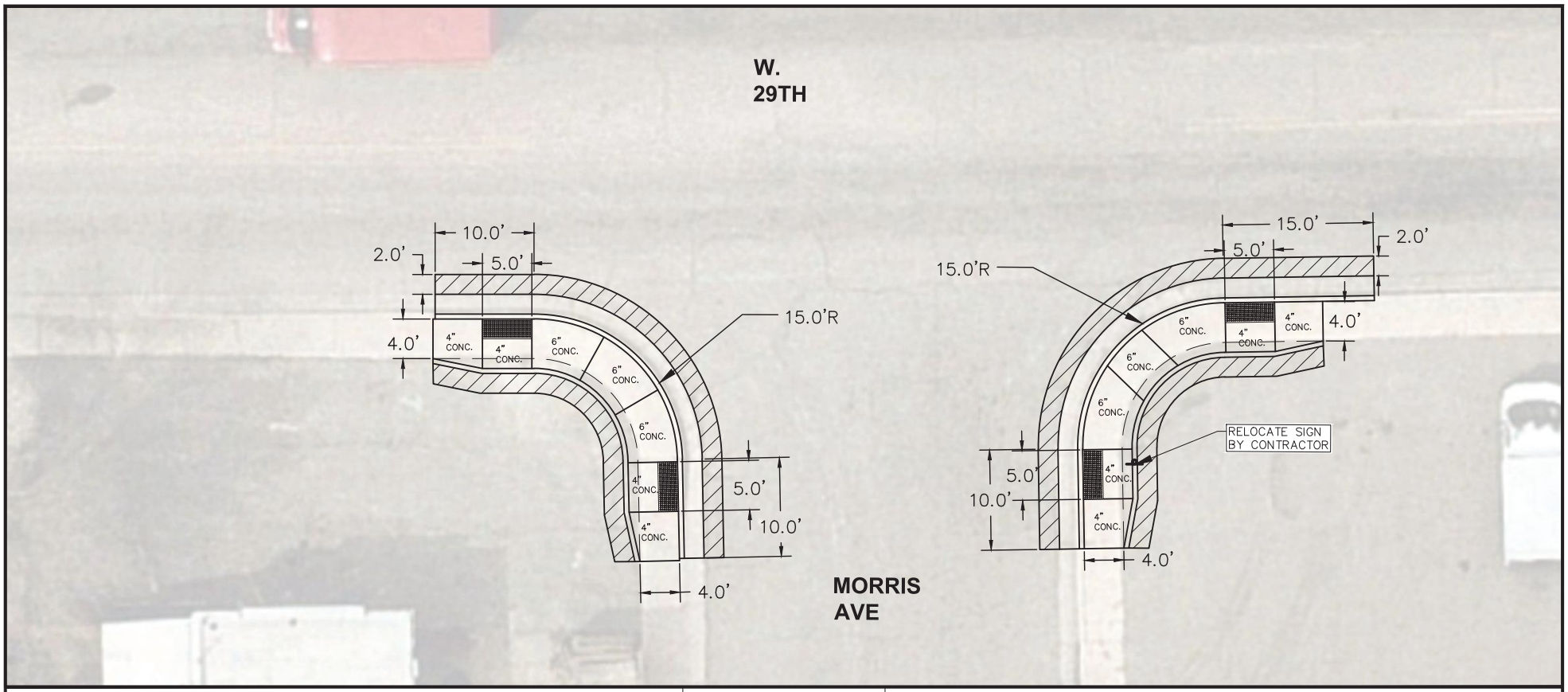
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
SOUTH ALLEY PAN BETWEEN
WITHERS AND MORRIS

DRAWING NO.

SHEET NO. 13

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SW CORNER

| | | |
|---|---|---|
| REMOVE | 43 | L.F. CURB & GUTTER |
| REMOVE | 159 | S.F. CONCRETE |
| REMOVE | 162 | S.F. ASPHALT |
| CONSTRUCT | 35 | L.F. CURB HEAD |
| CONSTRUCT | 43 | L.F. CURB & GUTTER |
| CONSTRUCT | 96 | S.F. 4" CONCRETE |
| CONSTRUCT | 94 | S.F. 6" CONCRETE |
| CONSTRUCT | 96 | S.F. ASPHALT ROADWAY PATCH |
| CONSTRUCT | 66 | S.F. 2" ASPHALT PATCH |
| INSTALL | 4 | EA. 24"x30" TACTILE BAND |

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

N
W E
S

ISSUED FOR BID 5/14/24

SE CORNER

| | | |
|---|---|---|
| REMOVE | 49 | L.F. CURB & GUTTER |
| REMOVE | 159 | S.F. CONCRETE |
| REMOVE | 173 | S.F. ASPHALT |
| CONSTRUCT | 35 | L.F. CURB HEAD |
| CONSTRUCT | 49 | L.F. CURB & GUTTER |
| CONSTRUCT | 94 | S.F. 4" CONCRETE |
| CONSTRUCT | 96 | S.F. 6" CONCRETE |
| CONSTRUCT | 107 | S.F. ASPHALT ROADWAY PATCH |
| CONSTRUCT | 66 | S.F. 2" ASPHALT PATCH |
| INSTALL | 4 | EA. 24"X30" TACTILE BAND |
| RELOCATE | 1 | EA. SIGN |

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

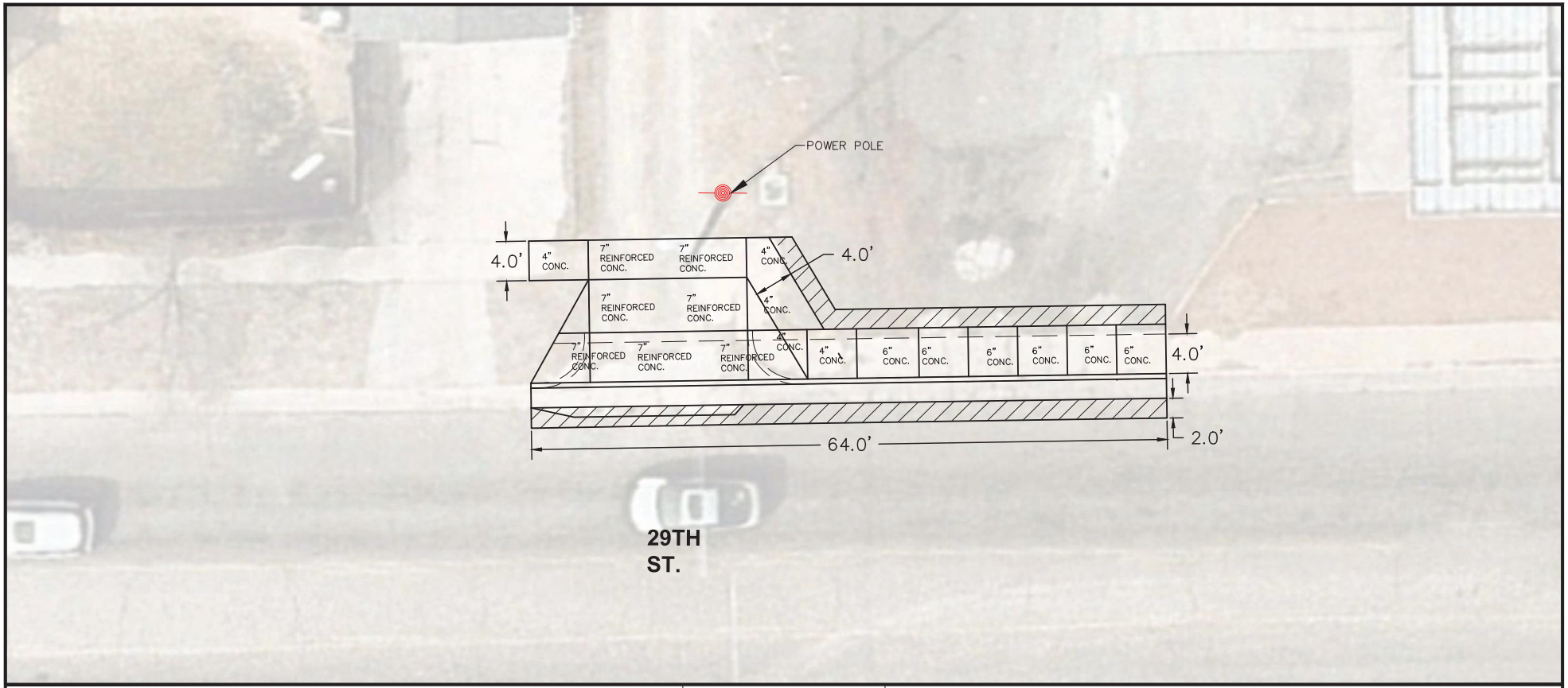
24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)

# MORRIS SW AND SE CORNERS

DRAWING NO.

SHEET NO. 14

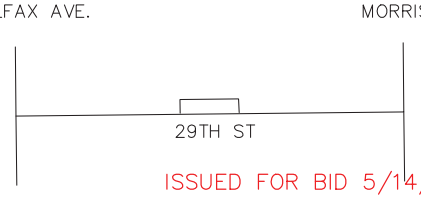
Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




NORTH ALLEY PAN

| | | |
|---|---|---|
| REMOVE | 64 | L.F. CURB & GUTTER |
| REMOVE | 212 | S.F. CONCRETE |
| REMOVE | 10 | L.F. CURB HEAD |
| REMOVE | 80 | S.F. REINF. CONCRETE |
| REMOVE | 214 | S.F. ASPHALT |
| CONSTRUCT | 64 | L.F. CURB & GUTTER |
| CONSTRUCT | 100 | S.F. 4" CONCRETE |
| CONSTRUCT | 156 | S.F. 6" CONCRETE |
| CONSTRUCT | 276 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 129 | S.F. ASPHALT ROADWAY PATCH |
| CONSTRUCT | 87 | S.F. 2" ASPHALT PATCH |

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




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

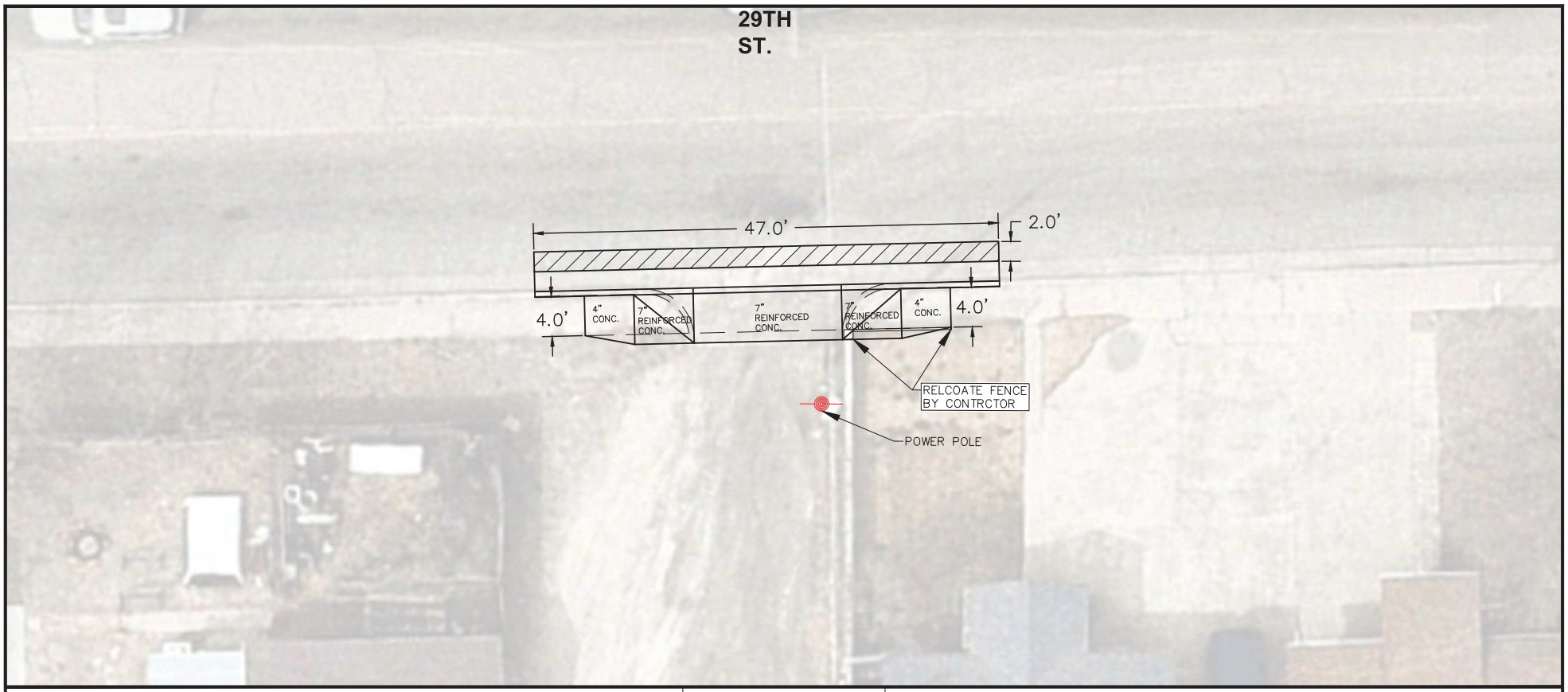
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
NORTH ALLEYPAN BETWEEN
MORRIS AND COLFAX

DRAWING NO.

SHEET NO. 15

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SOUTH ALLEY PAN

| | | |
|---|---|---|
| REMOVE | 47 | L.F. CURB & GUTTER |
| REMOVE | 81 | S.F. CONCRETE |
| REMOVE | 8 | L.F. CURB HEAD |
| REMOVE | 67 | S.F. REINF. CONCRETE |
| REMOVE | 94 | S.F. ASPHALT |
| CONSTRUCT | 47 | L.F. CURB & GUTTER |
| CONSTRUCT | 48 | S.F. 4" CONCRETE |
| CONSTRUCT | 135 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 94 | S.F. ASPHALT ROADWAY PATCH |
| RELOCATE | 10 | L.F. FENCE 4' CHAIN LINK |
| REMOVE | 1 | L.F. FENCE 3' CINDERBLOCK |

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

N
W E
S

COLFAX AVE. MORRIS AVE.

29TH ST

ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

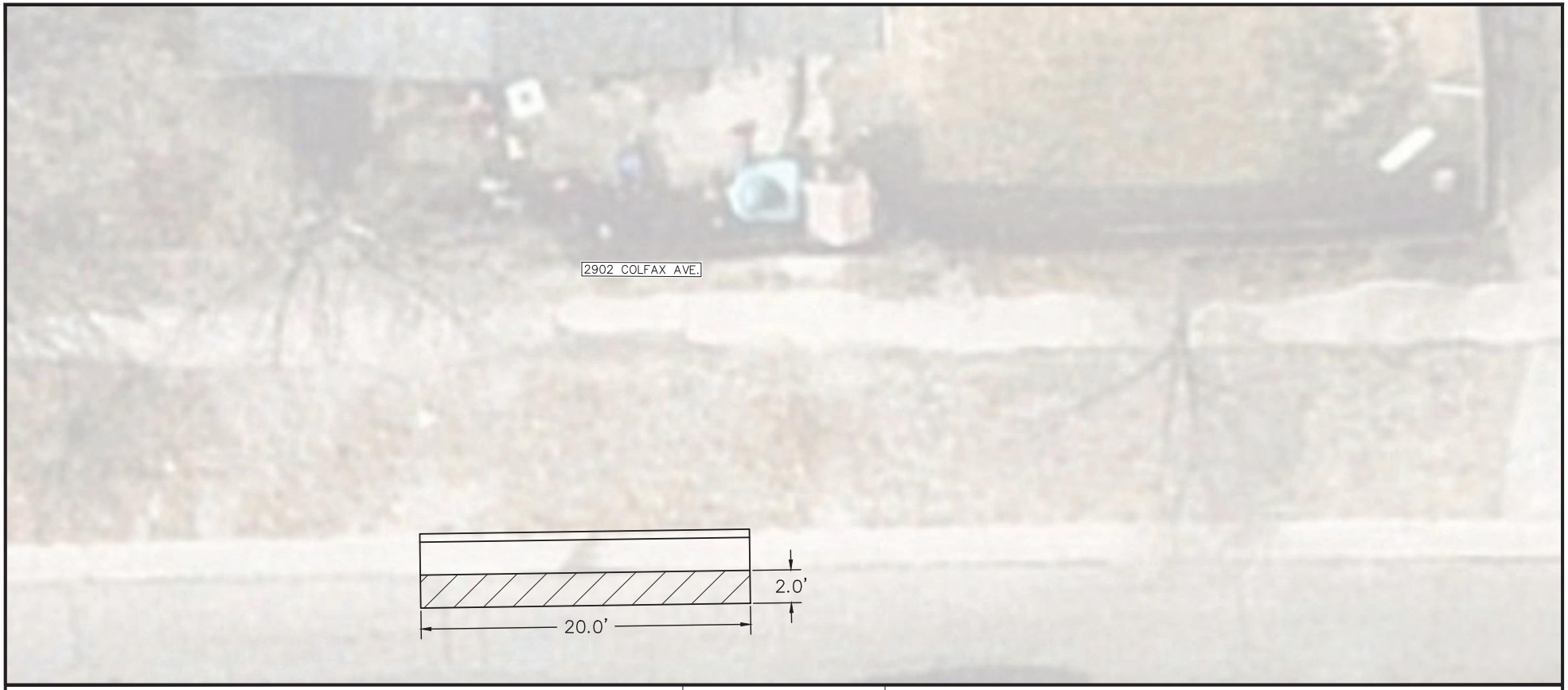
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
SOUTH ALLEYPAN BETWEEN
MORRIS AND COLFAX

DRAWING NO.

SHEET NO. 16

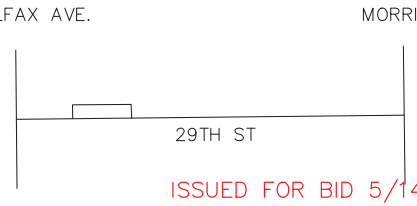
Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




2902 COLFAX AVE.

| | |
|---|---|
| REMOVE | 20 L.F. CURB & GUTTER |
| REMOVE | 40 S.F. ASPHALT |
| CONSTRUCT | 20 L.F. CURB & GUTTER |
| CONSTRUCT | 40 S.F. ASPHALT ROADWAY PATCH |

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




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

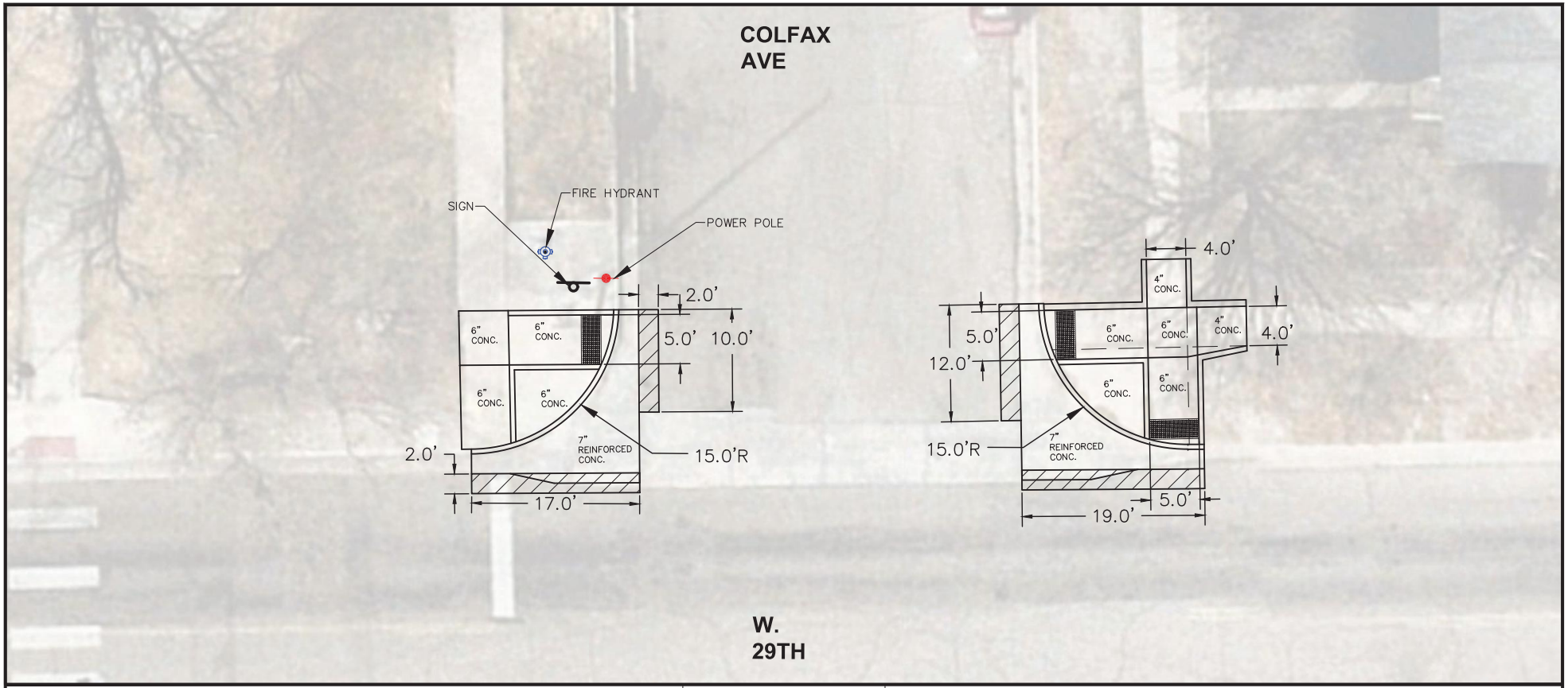
SCALE (H): 1" = 6'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
2902 COFLAX AVE.

DRAWING NO.

SHEET NO. 17

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




NW CORNER

| | | |
|---|---|---|
| REMOVE | 23 | L.F. CURB & GUTTER |
| REMOVE | 173 | S.F. CONCRETE |
| REMOVE | 62 | S.F. REINF. CONCRETE |
| REMOVE | 54 | S.F. ASPHALT |
| CONSTRUCT | 28 | L.F. CURB HEAD |
| CONSTRUCT | 23 | L.F. CURB & GUTTER |
| CONSTRUCT | 173 | S.F. 6" CONCRETE |
| CONSTRUCT | 62 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 54 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 2 | EA. 24"X30" TACTILE BAND |

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

N
W E
S

ISSUED FOR BID 5/14/24

NE CORNER

| | | |
|---|---|---|
| REMOVE | 23 | L.F. CURB & GUTTER |
| REMOVE | 199 | S.F. CONCRETE |
| REMOVE | 60 | S.F. REINF. CONCRETE |
| REMOVE | 59 | S.F. ASPHALT |
| CONSTRUCT | 50 | L.F. CURB HEAD |
| CONSTRUCT | 23 | L.F. CURB & GUTTER |
| CONSTRUCT | 43 | S.F. 4" CONCRETE |
| CONSTRUCT | 167 | S.F. 6" CONCRETE |
| CONSTRUCT | 60 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 59 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"x30" TACTILE BAND |

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF PUBLIC WORKS CITY OF PUEBLO COLORADO

city of PUEBLO colorado

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

SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

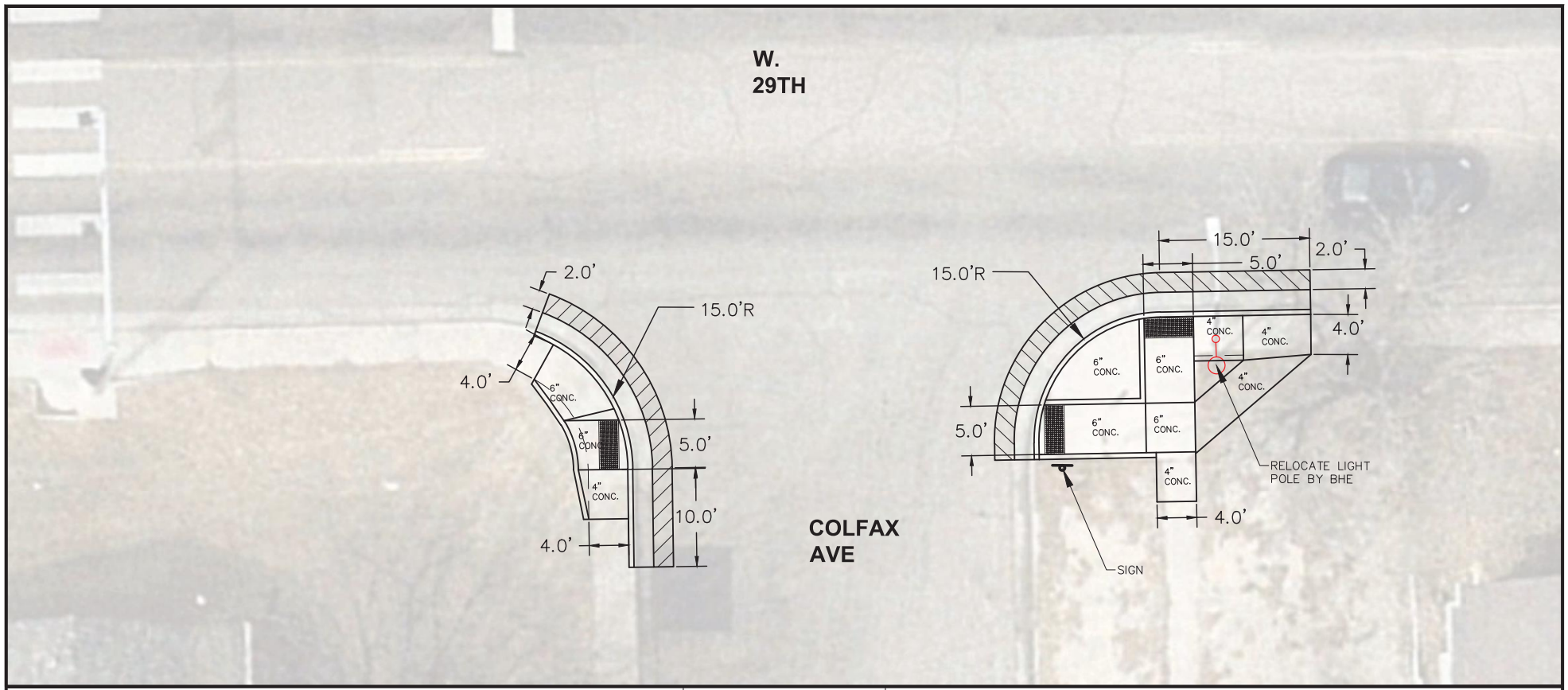
24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)

COLFAX NW AND NE CORNERS

DRAWING NO.

SHEET NO. 18

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SW CORNER

| | | |
|---|---|---|
| REMOVE | 28 | L.F. CURB & GUTTER |
| REMOVE | 73 | S.F. CONCRETE |
| REMOVE | 63 | S.F. ASPHALT |
| CONSTRUCT | 15 | L.F. CURB HEAD |
| CONSTRUCT | 28 | L.F. CURB & GUTTER |
| CONSTRUCT | 25 | S.F. 4" CONCRETE |
| CONSTRUCT | 64 | S.F. 6" CONCRETE |
| CONSTRUCT | 63 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 2 | EA. 24"X30" TACTILE BAND |

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

N
W E
S

SE CORNER

| | | |
|---|---|---|
| REMOVE | 37 | L.F. CURB & GUTTER |
| REMOVE | 241 | S.F. CONCRETE |
| REMOVE | 84 | S.F. ASPHALT |
| CONSTRUCT | 33 | L.F. CURB HEAD |
| CONSTRUCT | 37 | L.F. CURB & GUTTER |
| CONSTRUCT | 105 | S.F. 4" CONCRETE |
| CONSTRUCT | 183 | S.F. 6" CONCRETE |
| CONSTRUCT | 84 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"X30" TACTILE BAND |

ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

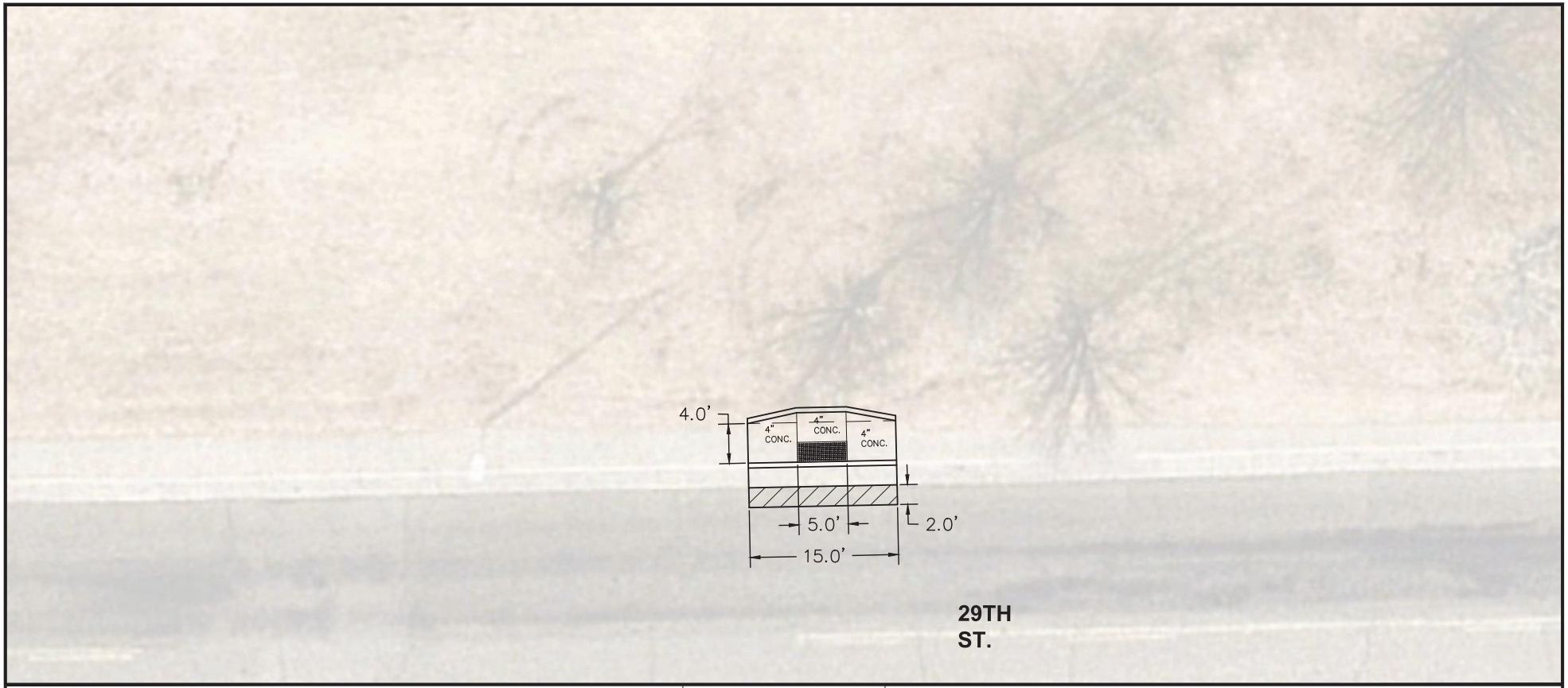
24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)

# COLFAX SW AND SE CORNERS

DRAWING NO.

SHEET NO. 19

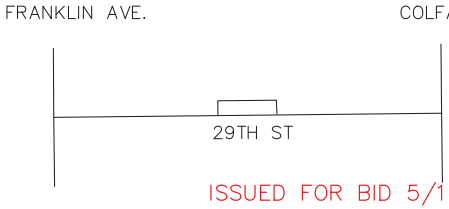
Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




MID BLOCK RAMP

| | | |
|---|---|---|
| REMOVE | 15 | L.F. CURB & GUTTER |
| REMOVE | 60 | S.F. CONCRETE |
| REMOVE | 30 | S.F. ASPHALT |
| CONSTRUCT | 15 | L.F. CURB HEAD |
| CONSTRUCT | 15 | L.F. CURB & GUTTER |
| CONSTRUCT | 70 | S.F. 4" CONCRETE |
| CONSTRUCT | 30 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 2 | EA. 24"X30" TACTILE BAND |

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




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

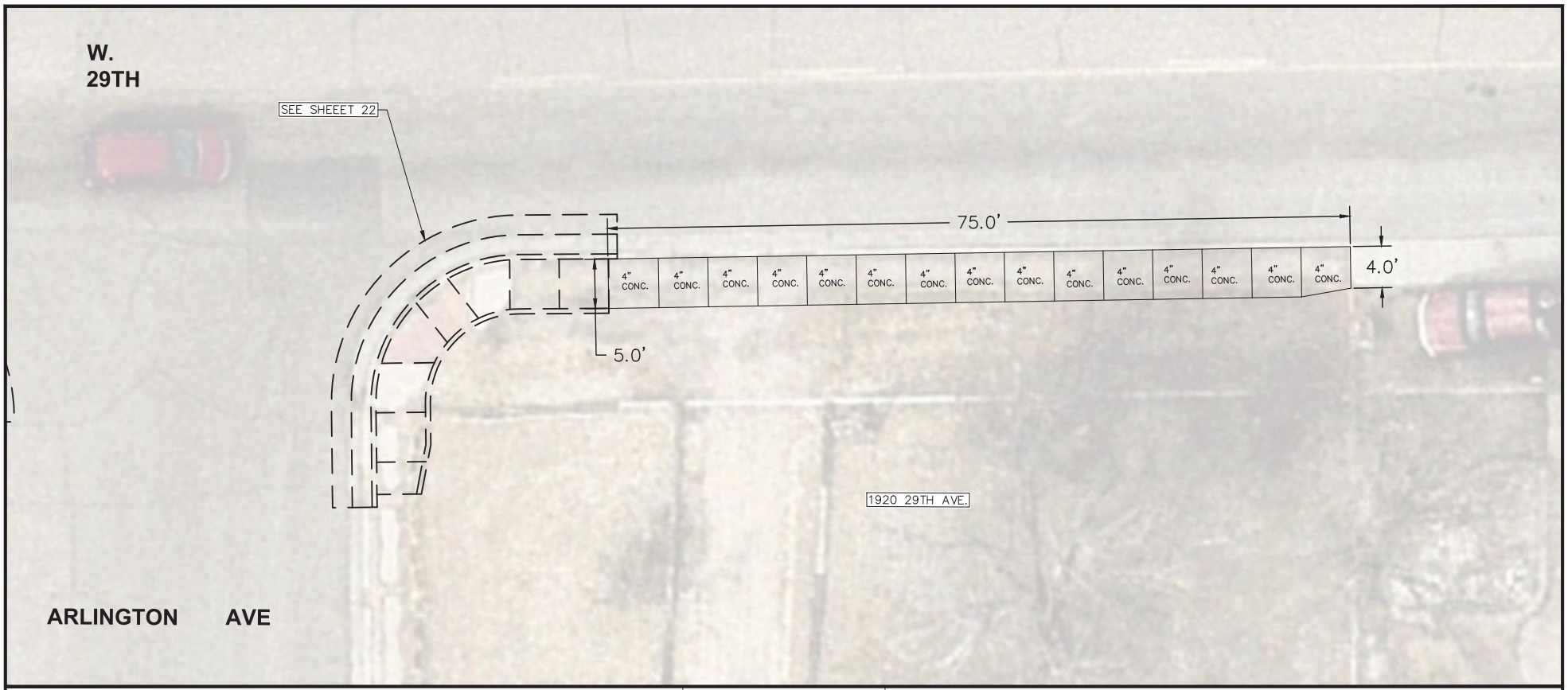
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
MID BLOCK ABOVE ARLINGTON

DRAWING NO.

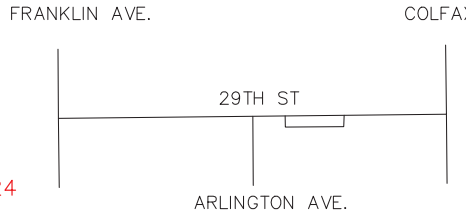
SHEET NO. 20

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SW ARLINGTON SIDEWALK
CONSTRUCT 375 S.F. 4" CONCRETE

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




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF PUBLIC WORKS CITY OF PUEBLO COLORADO

city of PUEBLO colorado

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

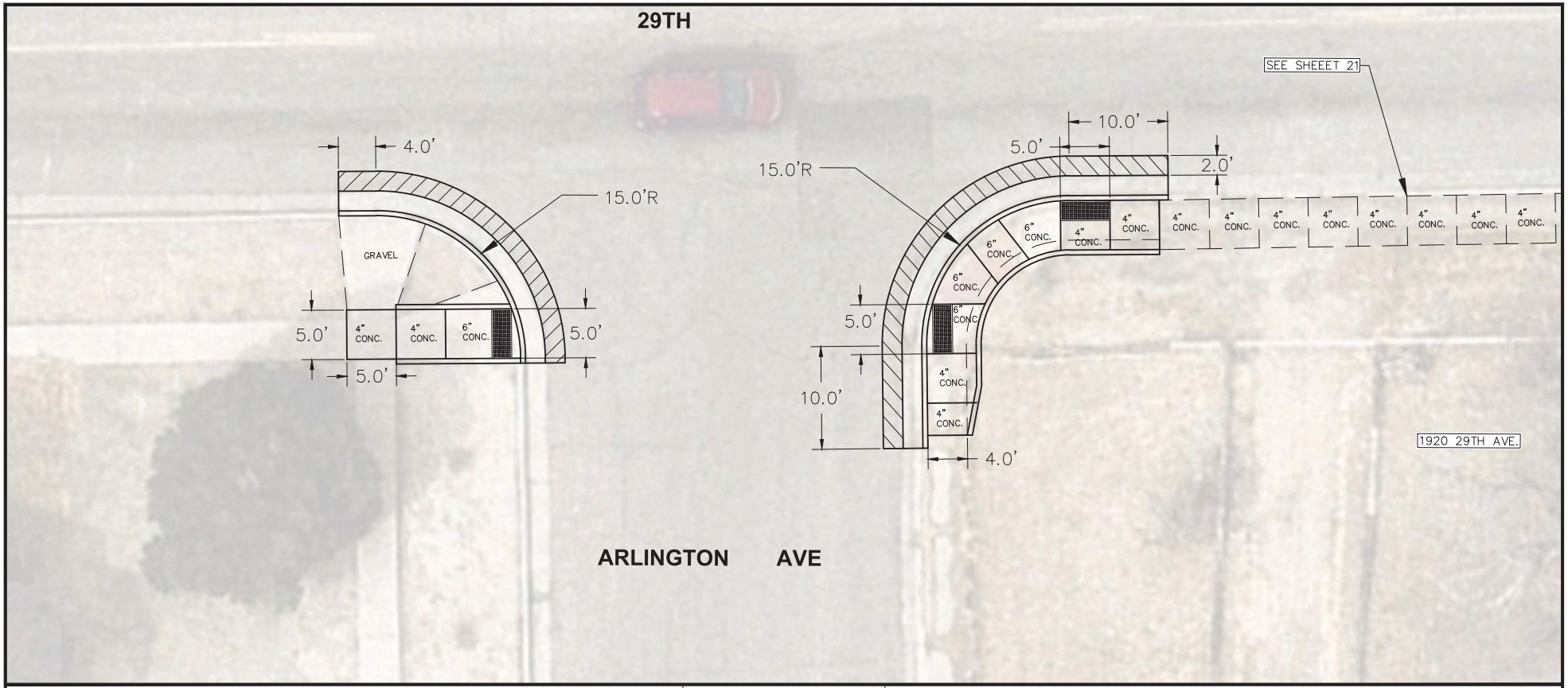
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
ARLINGTON SW SIDEWALK

DRAWING NO.

SHEET NO. 21

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SW CORNER

| | | |
|---|---|---|
| REMOVE | 28 | L.F. CURB & GUTTER |
| REMOVE | 163 | S.F. CONCRETE |
| REMOVE | 65 | S.F. ASPHALT |
| CONSTRUCT | 22 | L.F. CURB HEAD |
| CONSTRUCT | 28 | L.F. CURB & GUTTER |
| CONSTRUCT | 50 | S.F. 4" CONCRETE |
| CONSTRUCT | 36 | S.F. 6" CONCRETE |
| CONSTRUCT | 65 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 2 | EA. 24"X30" TACTILE BAND |
| INSTALL | 77 | S.F. GRAVEL |

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

N
W E
S

SE CORNER

| | | |
|---|---|---|
| REMOVE | 44 | L.F. CURB & GUTTER |
| REMOVE | 144 | S.F. CONCRETE |
| REMOVE | 97 | S.F. ASPHALT |
| CONSTRUCT | 32 | L.F. CURB HEAD |
| CONSTRUCT | 44 | L.F. CURB & GUTTER |
| CONSTRUCT | 98 | S.F. 4" CONCRETE |
| CONSTRUCT | 85 | S.F. 6" CONCRETE |
| CONSTRUCT | 97 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"X30" TACTILE BAND |

ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

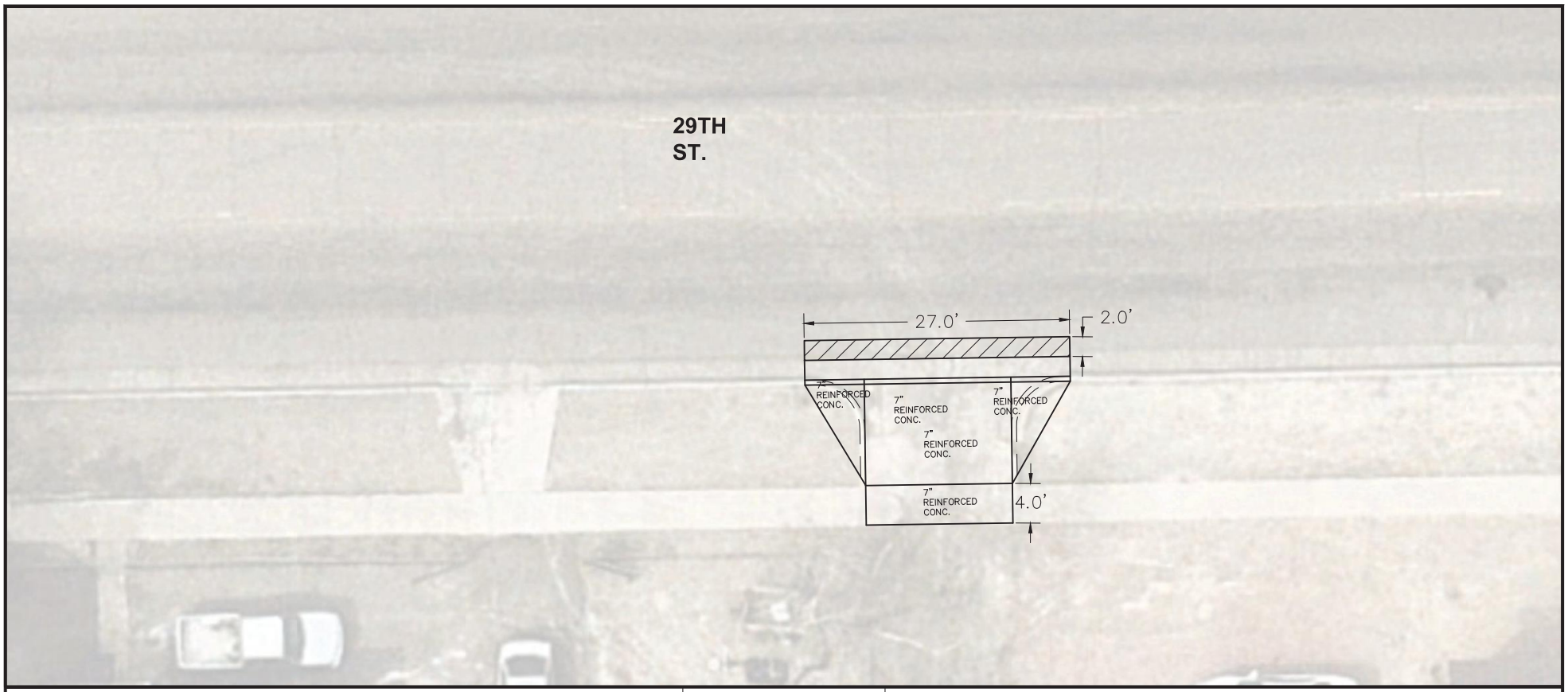
24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)

# ARLINGTON SW AND SE CORNERS

DRAWING NO.

SHEET NO. 22

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SOUTH ALLEY PAN

| | | |
|---|---|---|
| REMOVE | 27 | L.F. CURB & GUTTER |
| REMOVE | 59 | S.F. CONCRETE |
| REMOVE | 159 | S.F. REINF. CONCRETE |
| REMOVE | 54 | S.F. ASPHALT |
| CONSTRUCT | 27 | L.F. CURB & GUTTER |
| CONSTRUCT | 272 | S.F. 6" CONCRETE |
| CONSTRUCT | 54 | S.F. ASPHALT ROADWAY PATCH |

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

N
W E
S

FRANKLIN AVE.

ARLINGTON AVE.

29TH ST

ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF PUBLIC WORKS CITY OF PUEBLO COLORADO

city of PUEBLO colorado

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

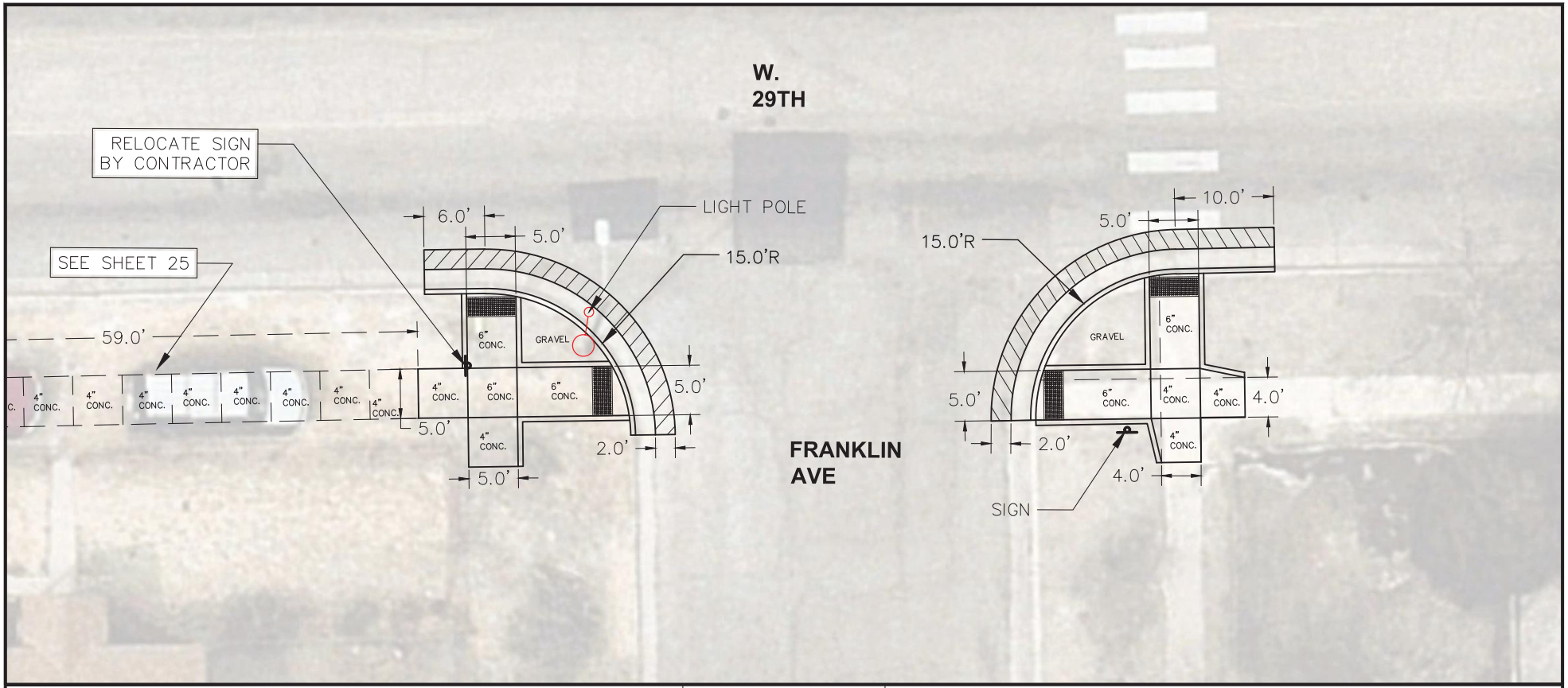
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
SOUTH ALLEY PAN BETWEEN
ARLINGTON AND FRANKLIN

DRAWING NO.

SHEET NO. 23

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SW CORNER

| | | |
|---|---|---|
| REMOVE | 30 | L.F. CURB & GUTTER |
| REMOVE | 69 | S.F. ASPHALT |
| CONSTRUCT | 38 | L.F. CURB HEAD |
| CONSTRUCT | 30 | L.F. CURB & GUTTER |
| CONSTRUCT | 50 | S.F. 4" CONCRETE |
| CONSTRUCT | 124 | S.F. 6" CONCRETE |
| CONSTRUCT | 69 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 27 | S.F. GRAVEL |
| INSTALL | 4 | EA. 24"X30" TACTILE BAND |
| RELOCATE | 1 | EA SIGN |

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

N
W E
S

ISSUED FOR BID 5/14/24

SE CORNER

| | | |
|---|---|---|
| REMOVE | 34 | L.F. CURB & GUTTER |
| REMOVE | 145 | S.F. CONCRETE |
| REMOVE | 77 | S.F. ASPHALT |
| CONSTRUCT | 47 | L.F. CURB HEAD |
| CONSTRUCT | 34 | L.F. CURB & GUTTER |
| CONSTRUCT | 73 | S.F. 4" CONCRETE |
| CONSTRUCT | 105 | S.F. 6" CONCRETE |
| CONSTRUCT | 77 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 60 | S.F. GRAVEL |
| INSTALL | 4 | EA. 24"X30" TACTILE BAND |

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

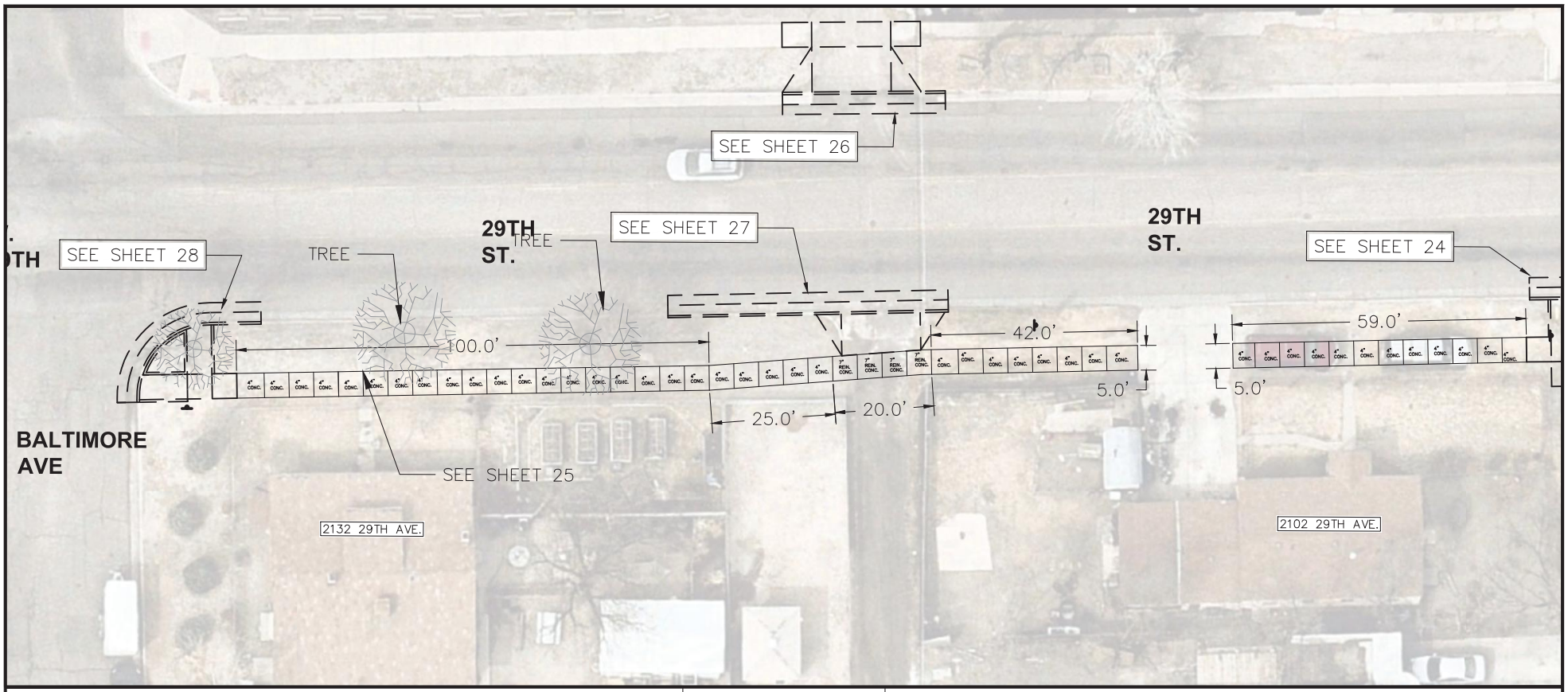
24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)

# SOUTH FRANKLIN SW AND SE CORNERS

DRAWING NO.

SHEET NO. 24

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SOUTH SIDEWALK
CONSTRUCT 1108 S.F. 4" CONCRETE
CONSTRUCT 100 S.F. 7" REINFORCED CONCRETE

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

N
W E
S

BALTIMORE AVE. FRANKLIN AVE..

29TH ST

ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

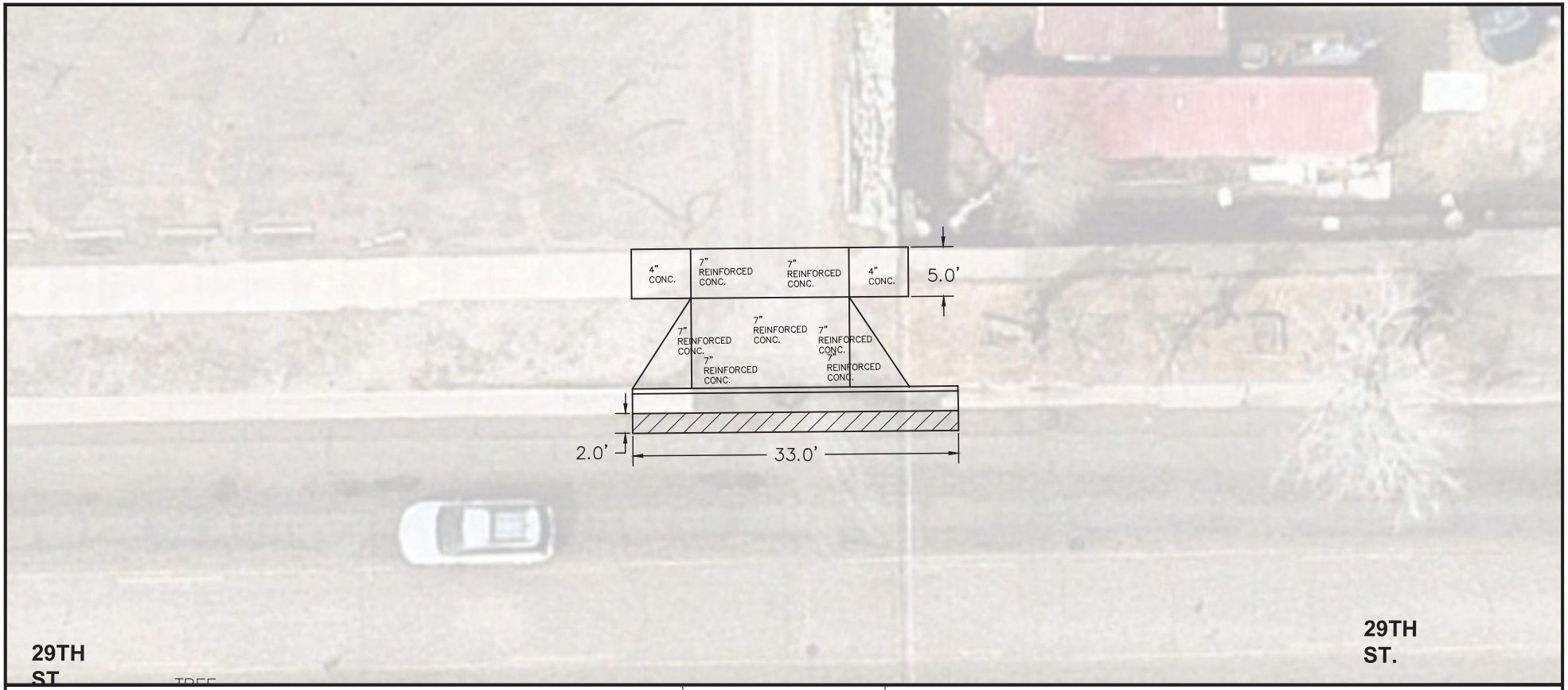
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
SOUTH SIDEWALK BETWEEN
FRANKLIN AND BALTIMORE

DRAWING NO.

SHEET NO. 25

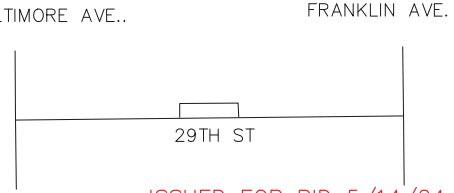
Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




NORTH ALLEY PAN

| | | |
|---|---|---|
| REMOVE | 33 | L.F. CURB & GUTTER |
| REMOVE | 140 | S.F. CONCRETE |
| REMOVE | 75 | S.F. REINF. CONCRETE |
| REMOVE | 18 | L.F. CURB HEAD |
| REMOVE | 66 | S.F. ASPHALT |
| CONSTRUCT | 33 | L.F. CURB & GUTTER |
| CONSTRUCT | 50 | S.F. 4" CONCRETE |
| CONSTRUCT | 290 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 66 | S.F. ASPHALT ROADWAY PATCH |

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




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

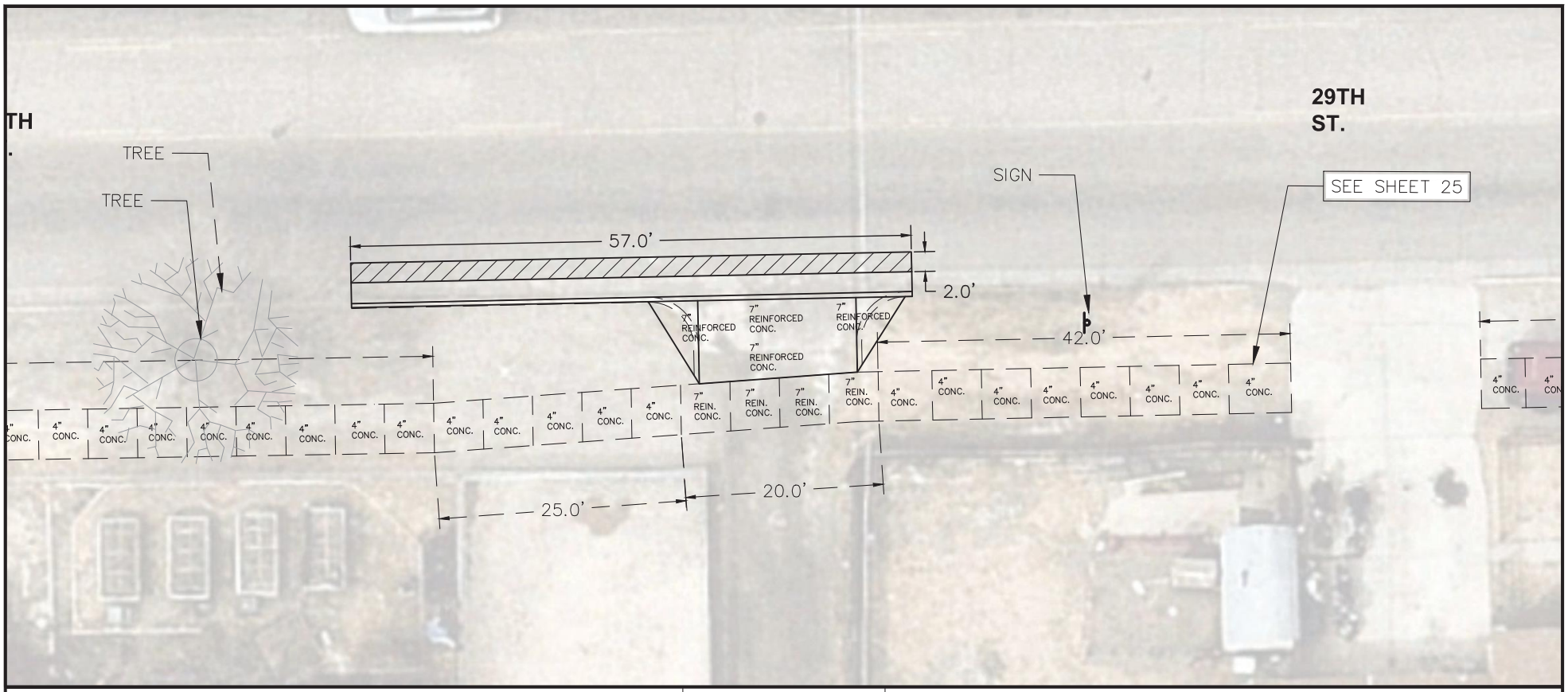
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
NORTH ALLEYPAN BETWEEN
FRANKLIN AND BALTIMORE

DRAWING NO.

SHEET NO. 26

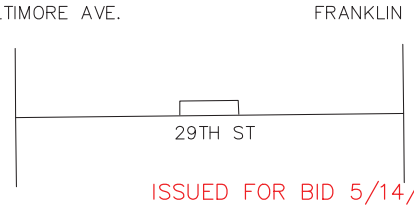
Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SOUTH ALLEY PAN

| | | |
|---|---|---|
| REMOVE | 57 | L.F. CURB & GUTTER |
| REMOVE | 98 | S.F. REINF. CONCRETE |
| REMOVE | 114 | S.F. ASPHALT |
| REMOVE | 16 | L.F. CURB HEAD |
| CONSTRUCT | 57 | L.F. CURB & GUTTER |
| CONSTRUCT | 167 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 114 | S.F. ASPHALT ROADWAY PATCH |

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




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

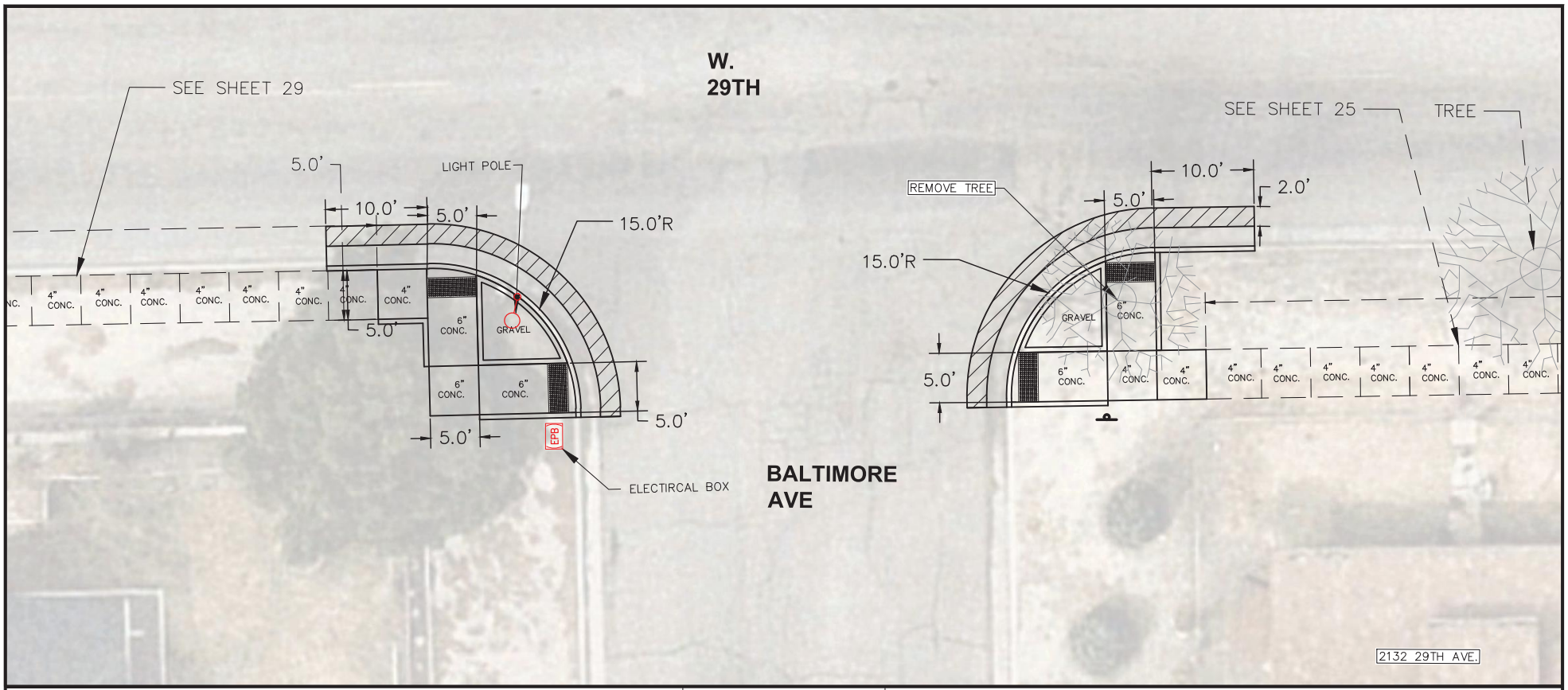
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
SOUTH ALLEYPAN BETWEEN
FRANKLIN AND BALTIMORE

DRAWING NO.

SHEET NO. 27

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




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

N
W E
S

SW CORNER

| | | |
|---|---|---|
| REMOVE | 34 | L.F. CURB & GUTTER |
| REMOVE | 79 | S.F. ASPHALT |
| CONSTRUCT | 35 | L.F. CURB HEAD |
| CONSTRUCT | 34 | L.F. CURB & GUTTER |
| CONSTRUCT | 50 | S.F. 4" CONCRETE |
| CONSTRUCT | 105 | S.F. 6" CONCRETE |
| CONSTRUCT | 79 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"X30" TACTILE BAND |
| INSTALL | 39 | S.F. GRAVEL |

SE CORNER

| | | |
|---|---|---|
| REMOVE | 34 | L.F. CURB & GUTTER |
| REMOVE | 79 | S.F. ASPHALT |
| CONSTRUCT | 36 | L.F. CURB HEAD |
| CONSTRUCT | 34 | L.F. CURB & GUTTER |
| CONSTRUCT | 50 | S.F. 4" CONCRETE |
| CONSTRUCT | 130 | S.F. 6" CONCRETE |
| CONSTRUCT | 79 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"X30" TACTILE BAND |
| INSTALL | 39 | S.F. GRAVEL |
| REMOVE | 1 | EA. TREE 2' |

ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

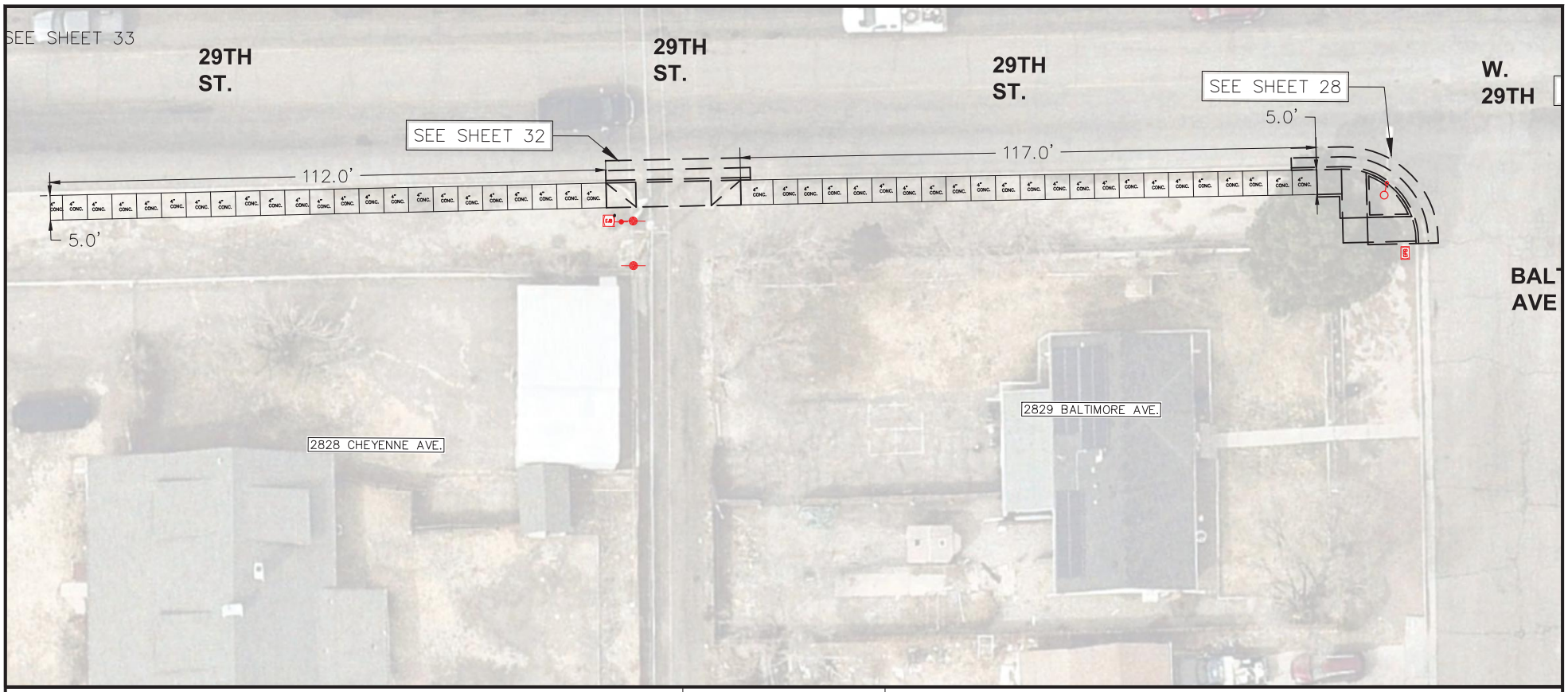
24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)

# BALTIMORE SW AND SE CORNERS

DRAWING NO.

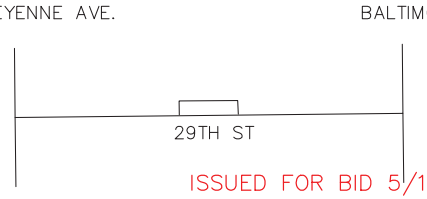
SHEET NO. 28

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SOUTH SIDEWALK
CONSTRUCT 1145 S.F. 4" CONCRETE

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




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

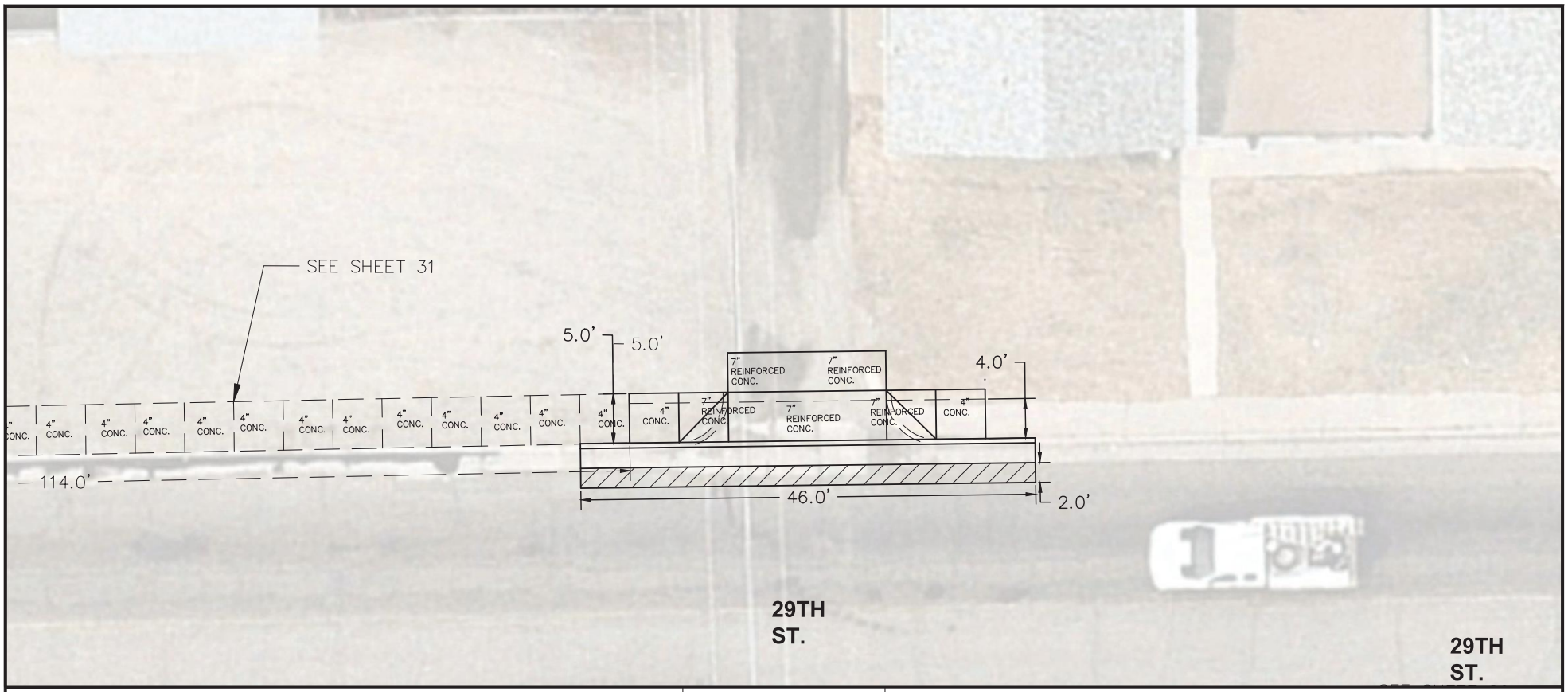
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
SOUTH SIDEWALK
BETWEEN BALTIMORE AND CHEYENNE

DRAWING NO.

SHEET NO. 29

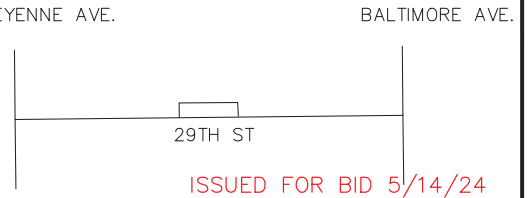
Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




NORTH ALLEY PAN

| | | |
|---|---|---|
| REMOVE | 46 | L.F. CURB & GUTTER |
| REMOVE | 40 | S.F. CONCRETE |
| REMOVE | 8 | L.F. CURB HEAD |
| REMOVE | 40 | S.F. REINF. CONCRETE |
| REMOVE | 92 | S.F. ASPHALT |
| CONSTRUCT | 46 | L.F. CURB & GUTTER |
| CONSTRUCT | 50 | S.F. 4" CONCRETE |
| CONSTRUCT | 194 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 92 | S.F. ASPHALT ROADWAY PATCH |

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




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

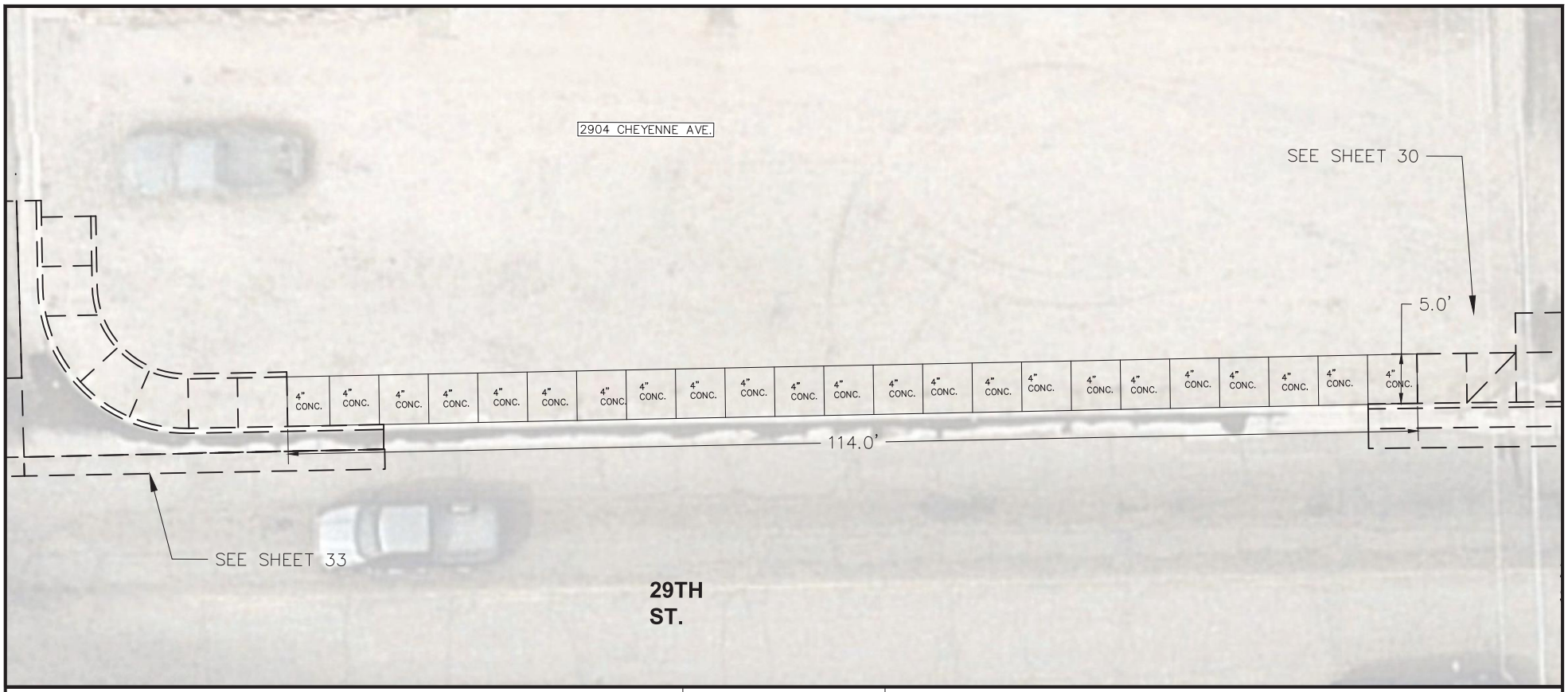
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
NORTH ALLEYPAN BETWEEN
BALTIMORE AND CHEYENNE

DRAWING NO.

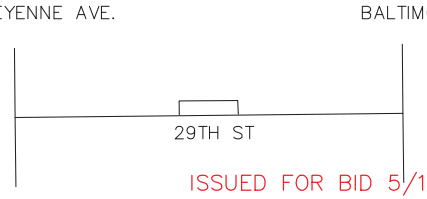
SHEET NO. 30

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




NORTH SIDEWALK
CONSTRUCT 571 S.F. 4" CONCRETE

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




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

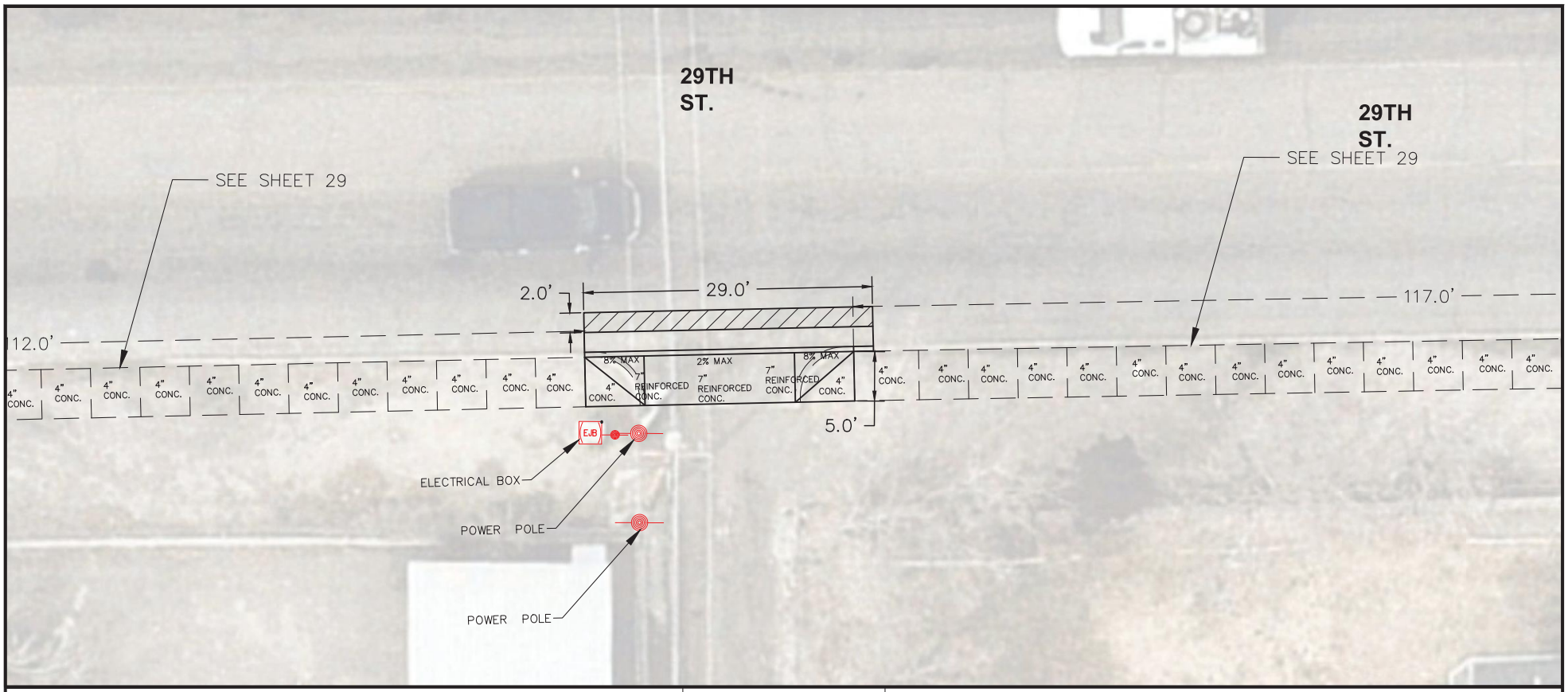
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
NORTH SIDEWALK BETWEEN
BALTIMORE AND CHEYENNE

DRAWING NO.

SHEET NO. 31

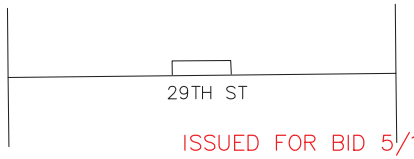
Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SOUTH ALLEY PAN

| | | |
|---|---|---|
| REMOVE | 29 | L.F. CURB & GUTTER |
| REMOVE | 8 | L.F. CURB HEAD |
| REMOVE | 83 | S.F. REINF. CONCRETE |
| REMOVE | 58 | S.F. ASPHALT |
| CONSTRUCT | 29 | L.F. CURB & GUTTER |
| CONSTRUCT | 25 | S.F. 4" CONCRETE |
| CONSTRUCT | 106 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 58 | S.F. ASPHALT ROADWAY PATCH |

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




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF PUBLIC WORKS — CITY OF PUEBLO, COLORADO

city of PUEBLO colorado

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

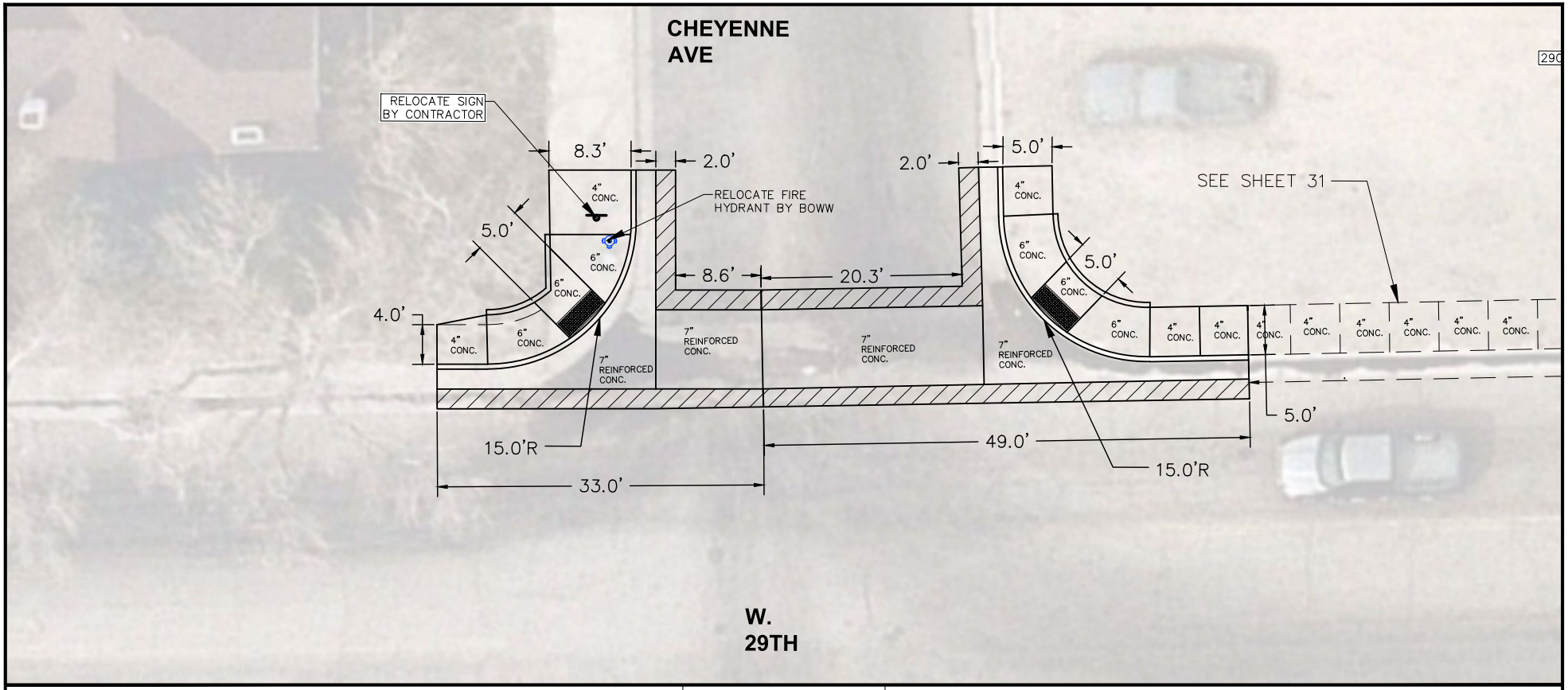
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
SOUTH ALLEYPAN BETWEEN
BALTIMORE AND CHEYENNE

DRAWING NO.

SHEET NO. 32

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




NW CORNER

| | | |
|---|---|---|
| REMOVE | 34 | L.F. CURB & GUTTER |
| REMOVE | 166 | S.F. CONCRETE |
| REMOVE | 151 | S.F. REINF. CONCRETE |
| REMOVE | 111 | S.F. ASPHALT |
| CONSTRUCT | 12 | L.F. CURB HEAD |
| CONSTRUCT | 34 | L.F. CURB & GUTTER |
| CONSTRUCT | 79 | S.F. 4" CONCRETE |
| CONSTRUCT | 99 | S.F. 6" CONCRETE |
| CONSTRUCT | 151 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 111 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 2 | EA. 24"X30" TACTILE BAND |
| RELOCATE | 1 | EA. SIGN |

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

N W E S

ISSUED FOR BID 5/14/24

NE CORNER

| | | |
|---|---|---|
| REMOVE | 39 | L.F. CURB & GUTTER |
| REMOVE | 237 | S.F. REINF. CONCRETE |
| REMOVE | 162 | S.F. ASPHALT |
| CONSTRUCT | 15 | L.F. CURB HEAD |
| CONSTRUCT | 39 | L.F. CURB & GUTTER |
| CONSTRUCT | 75 | S.F. 4" CONCRETE |
| CONSTRUCT | 95 | S.F. 6" CONCRETE |
| CONSTRUCT | 237 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 162 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 2 | EA. 24"x30" TACTILE BAND |

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

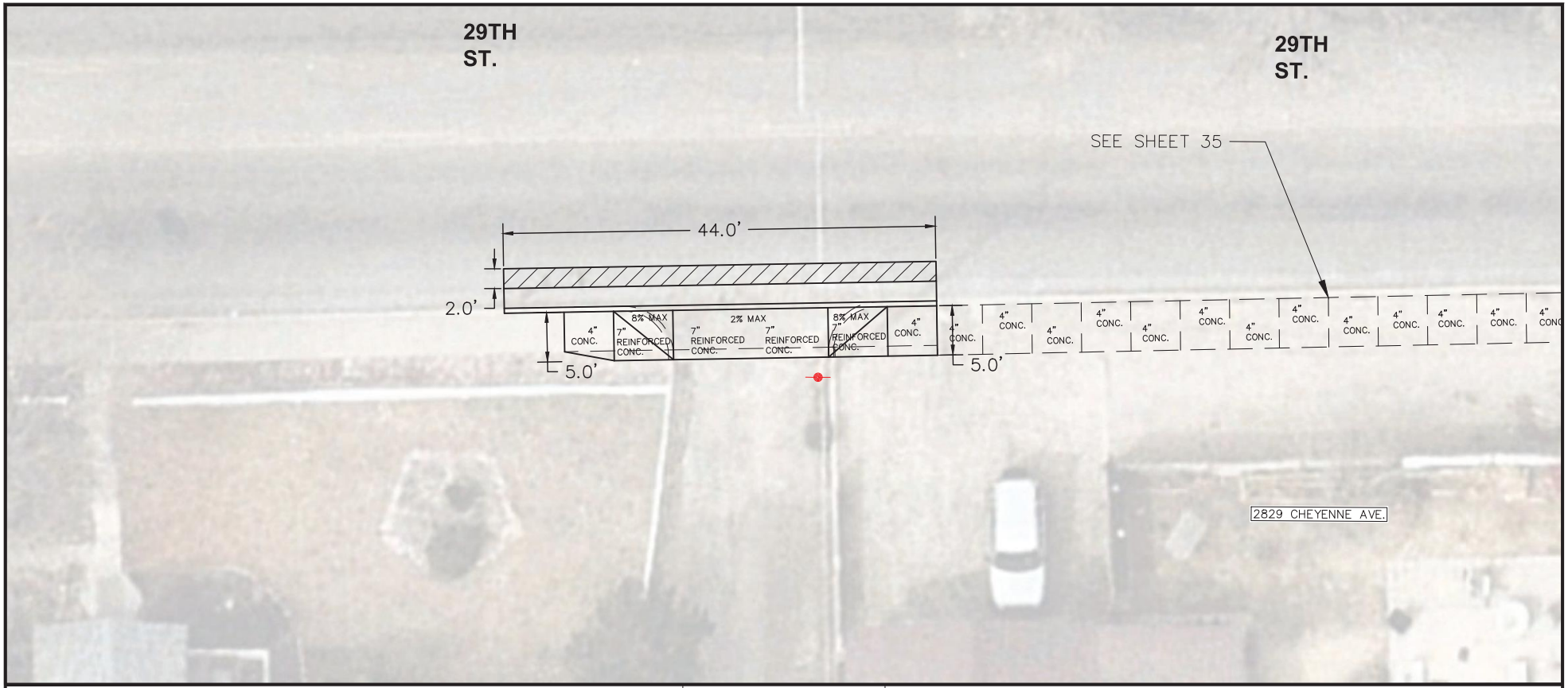
24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)

CHEYENNE NW AND NE CORNERS

DRAWING NO.

SHEET NO. 33

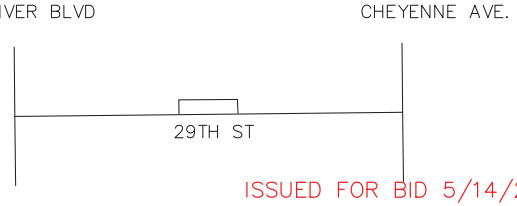
Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SOUTH ALLEY PAN

| | | |
|---|---|---|
| REMOVE | 44 | L.F. CURB & GUTTER |
| REMOVE | 80 | S.F. CONCRETE |
| REMOVE | 87 | S.F. REINF. CONCRETE |
| REMOVE | 12 | L.F. CURB HEAD |
| REMOVE | 88 | S.F. ASPHALT |
| CONSTRUCT | 44 | L.F. CURB & GUTTER |
| CONSTRUCT | 48 | S.F. 4" CONCRETE |
| CONSTRUCT | 158 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 88 | S.F. ASPHALT ROADWAY PATCH |

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




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

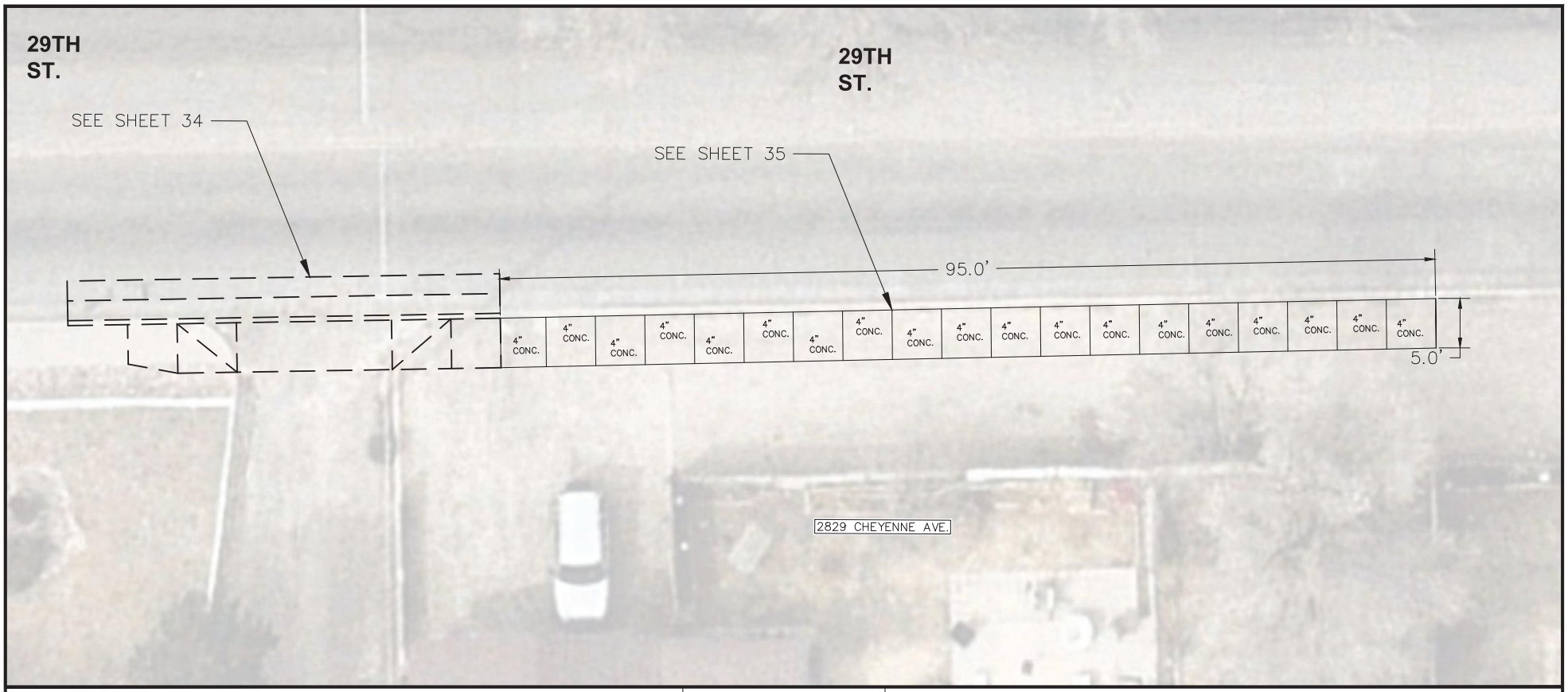
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
SOUTH ALLEY PAN BETWEEN
CHEYENNE AND DENVER

DRAWING NO.

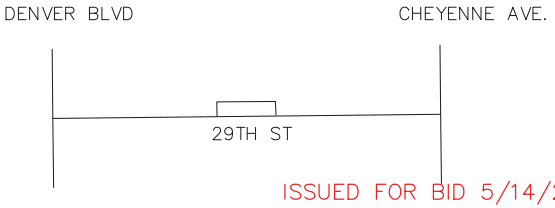
SHEET NO. 34

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SOUTH SIDEWALK
CONSTRUCT 475 S.F. 4" CONCRETE

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




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

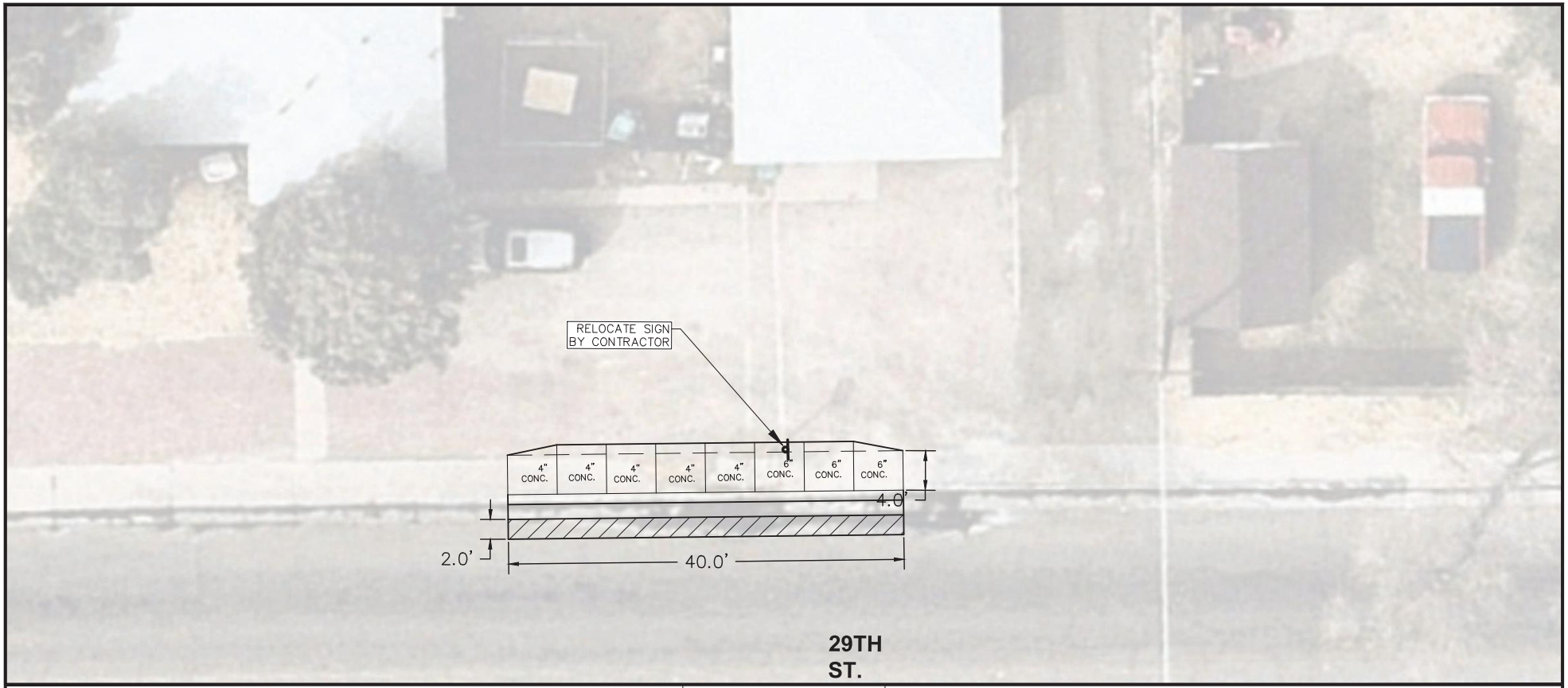
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
SOUTH SIDEWALK BETWEEN
CHEYENNE AVE. AND DENVER BLVD

DRAWING NO.

SHEET NO. 35

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




NORTH SIDEWALK

| | | |
|---|---|---|
| REMOVE | 40 | L.F. CURB & GUTTER |
| REMOVE | 160 | S.F. CONCRETE |
| REMOVE | 80 | S.F. ASPHALT |
| CONSTRUCT | 40 | L.F. CURB & GUTTER |
| CONSTRUCT | 122 | S.F. 4" CONCRETE |
| CONSTRUCT | 73 | S.F. 6" CONCRETE |
| CONSTRUCT | 80 | S.F. ASPHALT ROADWAY PATCH |
| RELOCATE | 1 | EA. SIGN |

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

N
W E
S

DENVER BLVD. CHEYENNE AVE.

29TH ST

ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

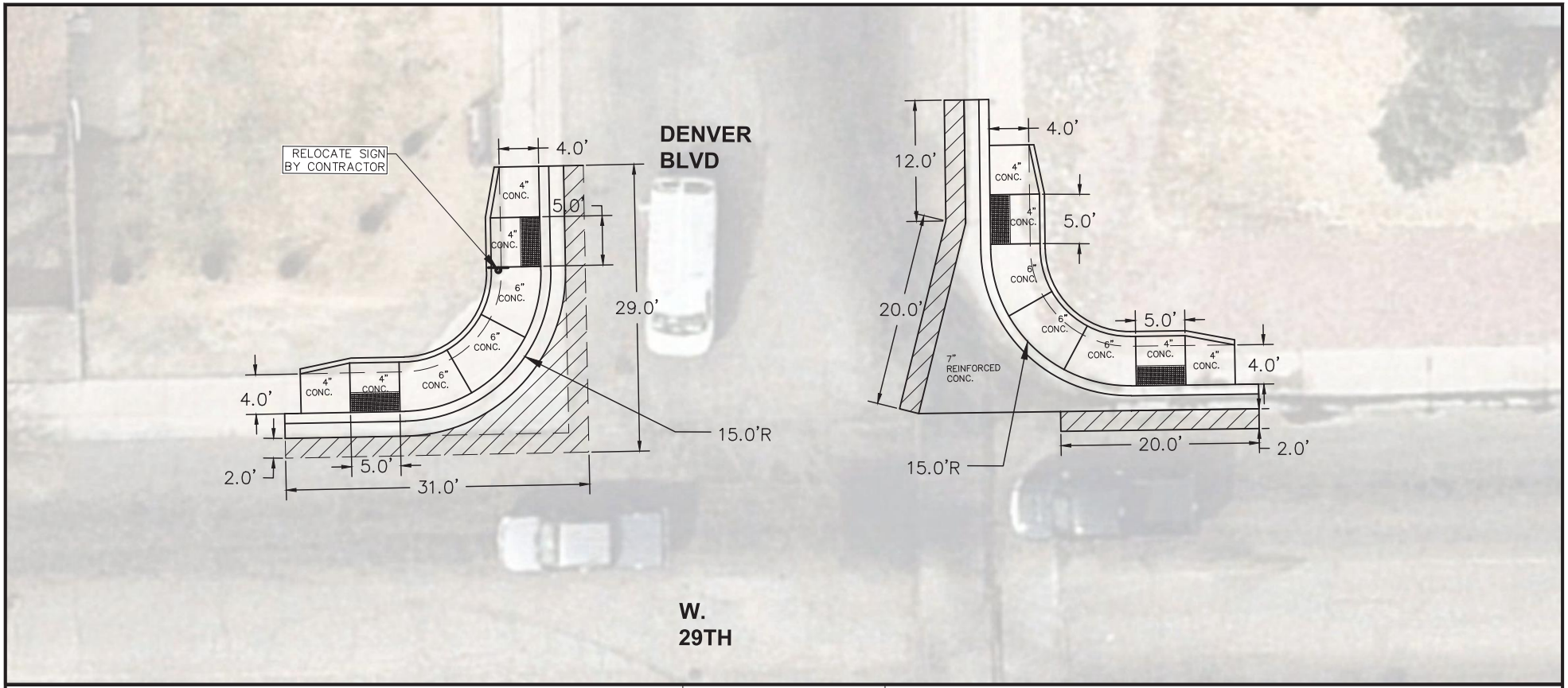
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
NORTH DRIVEWAY BETWEEN
CHEYENNE AND DENVER

DRAWING NO.

SHEET NO. 36

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




NW CORNER

| | | |
|---|---|---|
| REMOVE | 46 | L.F. CURB & GUTTER |
| REMOVE | 160 | S.F. CONCRETE |
| REMOVE | 58 | S.F. REINF. CONCRETE |
| REMOVE | 115 | S.F. ASPHALT |
| CONSTRUCT | 35 | L.F. CURB HEAD |
| CONSTRUCT | 46 | L.F. CURB & GUTTER |
| CONSTRUCT | 96 | S.F. 4" CONCRETE |
| CONSTRUCT | 95 | S.F. 6" CONCRETE |
| CONSTRUCT | 173 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"X30" TACTILE BAND |
| RELOCATE | 1 | EA. SIGN |

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

N
W E
S

ISSUED FOR BID 5/14/24

NE CORNER

| | | |
|---|---|---|
| REMOVE | 52 | L.F. CURB & GUTTER |
| REMOVE | 160 | S.F. CONCRETE |
| REMOVE | 107 | S.F. REINF. CONCRETE |
| REMOVE | 104 | S.F. ASPHALT |
| CONSTRUCT | 35 | L.F. CURB HEAD |
| CONSTRUCT | 52 | L.F. CURB & GUTTER |
| CONSTRUCT | 95 | S.F. 4" CONCRETE |
| CONSTRUCT | 95 | S.F. 6" CONCRETE |
| CONSTRUCT | 107 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 104 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"X30" TACTILE BAND |

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF PUBLIC WORKS — CITY OF PUEBLO, COLORADO

city of PUEBLO colorado

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

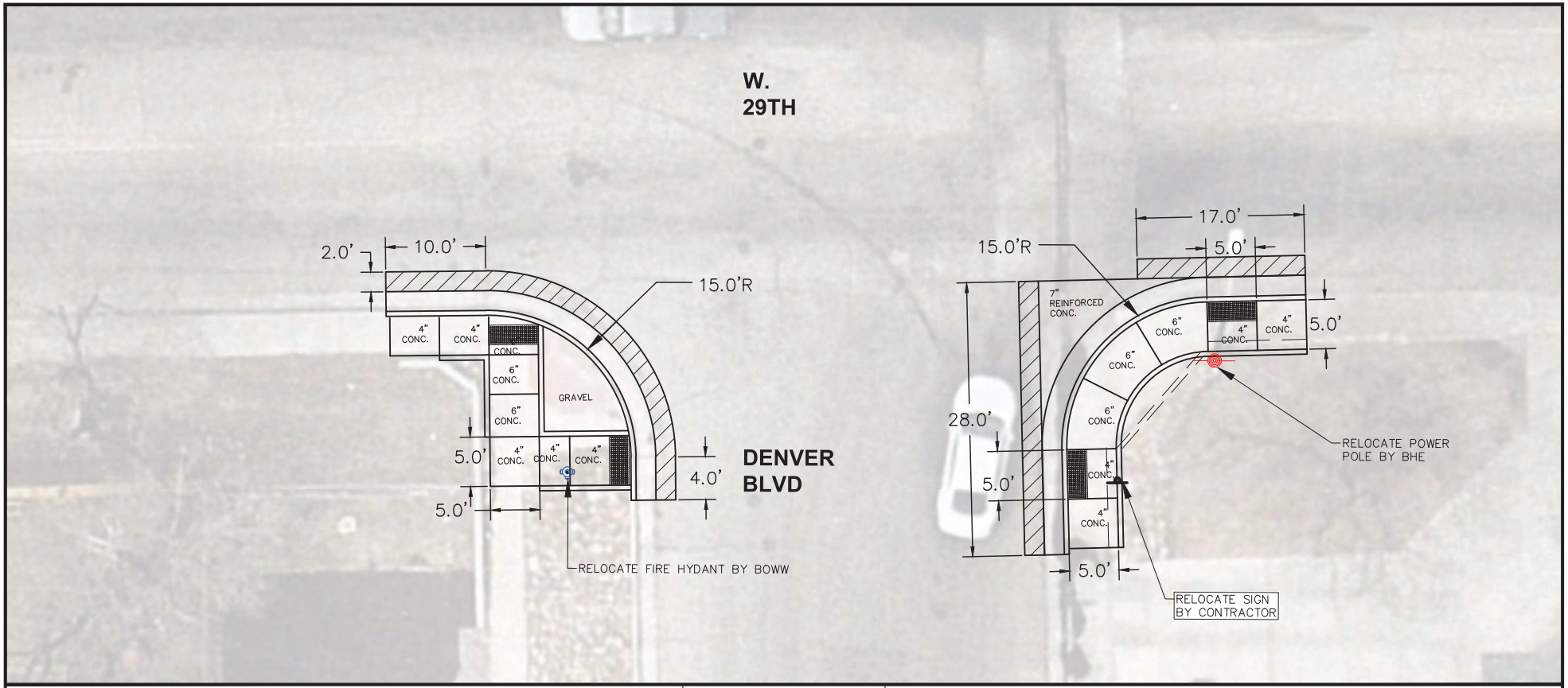
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
DENVER NW AND NE CORNERS

DRAWING NO.

SHEET NO. 37

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SW CORNER

| | | |
|---|---|---|
| REMOVE | 38 | L.F. CURB & GUTTER |
| REMOVE | 191 | S.F. CONCRETE |
| REMOVE | 85 | S.F. ASPHALT |
| CONSTRUCT | 32 | L.F. CURB HEAD |
| CONSTRUCT | 38 | L.F. CURB & GUTTER |
| CONSTRUCT | 104 | S.F. 4" CONCRETE |
| CONSTRUCT | 48 | S.F. 6" CONCRETE |
| CONSTRUCT | 85 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"X24" TACTILE BAND |
| INSTALL | 71 | S.F. GRAVEL |

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

N
W E
S

ISSUED FOR BID 5/14/24

SE CORNER

| | | |
|---|---|---|
| REMOVE | 44 | L.F. CURB & GUTTER |
| REMOVE | 159 | S.F. CONCRETE |
| REMOVE | 34 | L.F. CURB HEAD |
| REMOVE | 62 | S.F. REINF. CONCRETE |
| REMOVE | 89 | S.F. ASPHALT |
| CONSTRUCT | 34 | L.F. CURB HEAD |
| CONSTRUCT | 44 | L.F. CURB & GUTTER |
| CONSTRUCT | 100 | S.F. 4" CONCRETE |
| CONSTRUCT | 95 | S.F. 6" CONCRETE |
| CONSTRUCT | 62 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 89 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"X30" TACTILE BAND |
| RELOCATE | 1 | EA. SIGN |

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

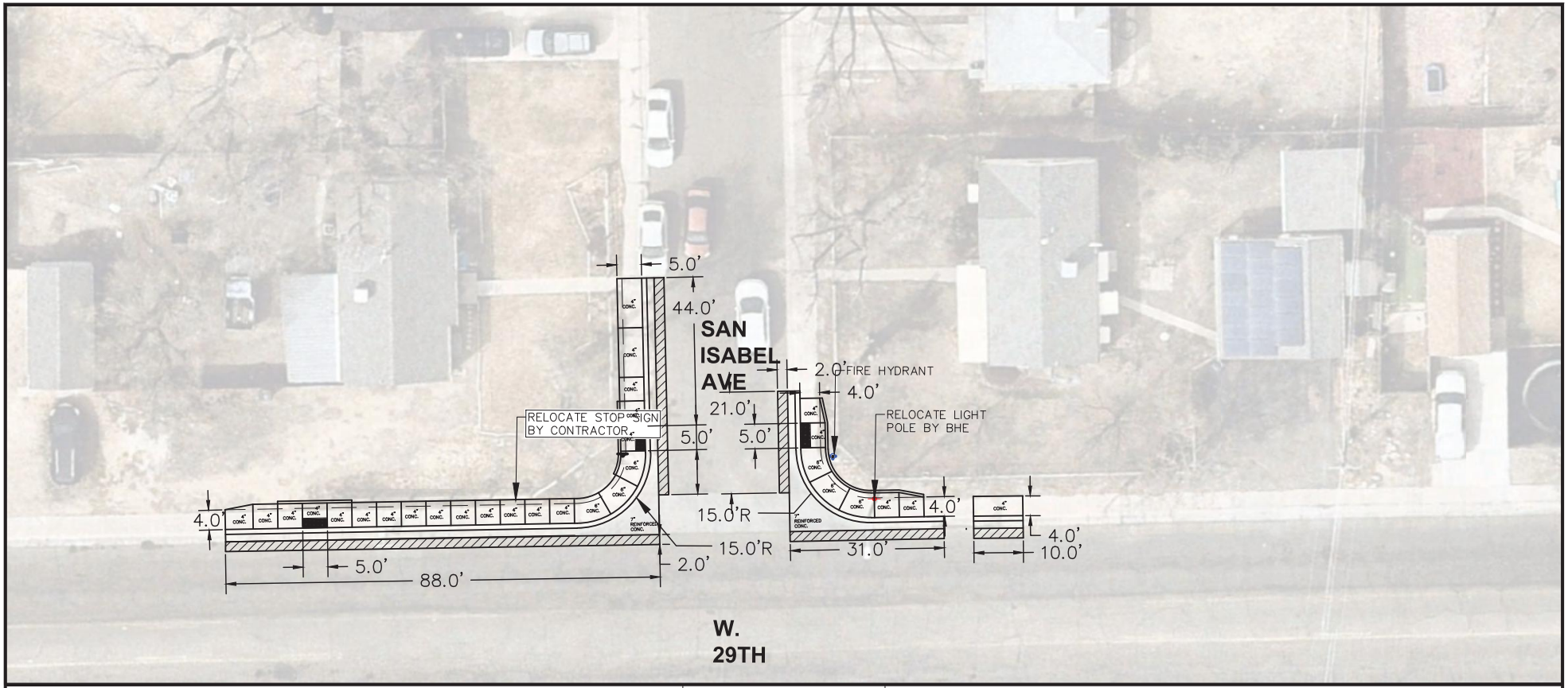
24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)

# DENVER SW AND SE CORNERS

DRAWING NO.

SHEET NO. 38

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




NW CORNER

| | | |
|---|---|---|
| REMOVE | 130 | L.F. CURB & GUTTER |
| REMOVE | 502 | S.F. CONCRETE |
| REMOVE | 59 | S.F. REINF. CONCRETE |
| REMOVE | 262 | S.F. ASPHALT |
| CONSTRUCT | 30 | L.F. CURB HEAD |
| CONSTRUCT | 130 | L.F. CURB & GUTTER |
| CONSTRUCT | 525 | S.F. 4" CONCRETE |
| CONSTRUCT | 95 | S.F. 6" CONCRETE |
| CONSTRUCT | 59 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 262 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"x30" TACTILE BAND |
| RELOCATE | 1 | EA. SIGN |

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

N W E S

ISSUED FOR BID 5/14/24

NE CORNER

| | | |
|---|---|---|
| REMOVE | 60 | L.F. CURB & GUTTER |
| REMOVE | 200 | S.F. CONCRETE |
| REMOVE | 58 | S.F. REINF. CONCRETE |
| REMOVE | 123 | S.F. ASPHALT |
| CONSTRUCT | 35 | L.F. CURB HEAD |
| CONSTRUCT | 60 | L.F. CURB & GUTTER |
| CONSTRUCT | 140 | S.F. 4" CONCRETE |
| CONSTRUCT | 96 | S.F. 6" CONCRETE |
| CONSTRUCT | 58 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 123 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 2 | EA. 24"X30" TACTILE BAND |

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

SCALE (H): 1" = 20'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

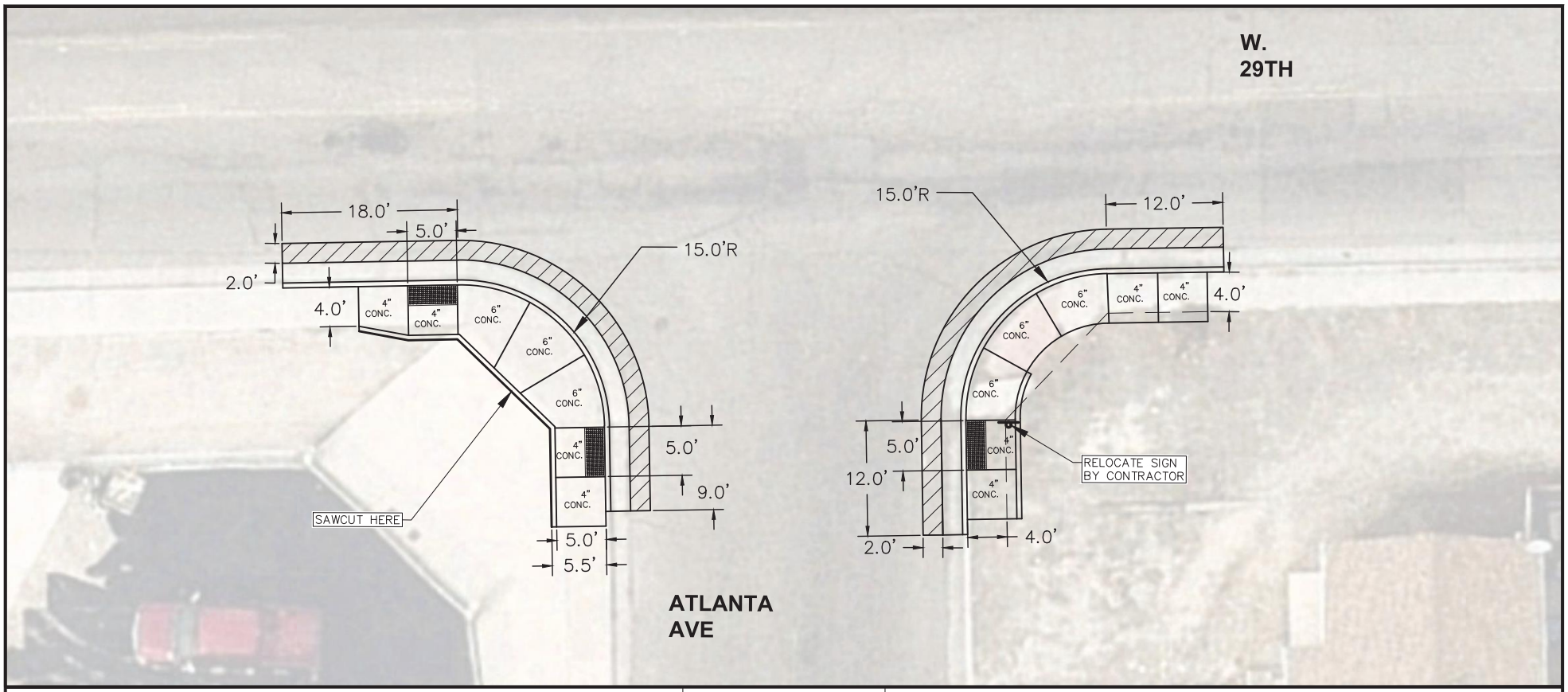
24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)

# SAN ISABEL NW AND NE CORNERS

DRAWING NO.

SHEET NO. 39

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SW CORNER

| | | |
|---|---|---|
| REMOVE | 50 | L.F. CURB & GUTTER |
| REMOVE | 236 | S.F. CONCRETE |
| REMOVE | 109 | S.F. ASPHALT |
| CONSTRUCT | 33 | L.F. CURB HEAD |
| CONSTRUCT | 50 | L.F. CURB & GUTTER |
| CONSTRUCT | 98 | S.F. 4" CONCRETE |
| CONSTRUCT | 121 | S.F. 6" CONCRETE |
| CONSTRUCT | 109 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 4 | EA. 24"X30" TACTILE BAND |

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

N
W E
S

ISSUED FOR BID 5/14/24

SE CORNER

| | | |
|---|---|---|
| REMOVE | 47 | L.F. CURB & GUTTER |
| REMOVE | 120 | S.F. CONCRETE |
| REMOVE | 103 | S.F. ASPHALT |
| CONSTRUCT | 15 | L.F. CURB HEAD |
| CONSTRUCT | 47 | L.F. CURB & GUTTER |
| CONSTRUCT | 100 | S.F. 4" CONCRETE |
| CONSTRUCT | 96 | S.F. 6" CONCRETE |
| CONSTRUCT | 103 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 2 | EA. 24"X30" TACTILE BAND |
| RELOCATE | 1 | EA. SIGN |

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF PUBLIC WORKS — CITY OF PUEBLO, COLORADO

city of PUEBLO colorado

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

SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

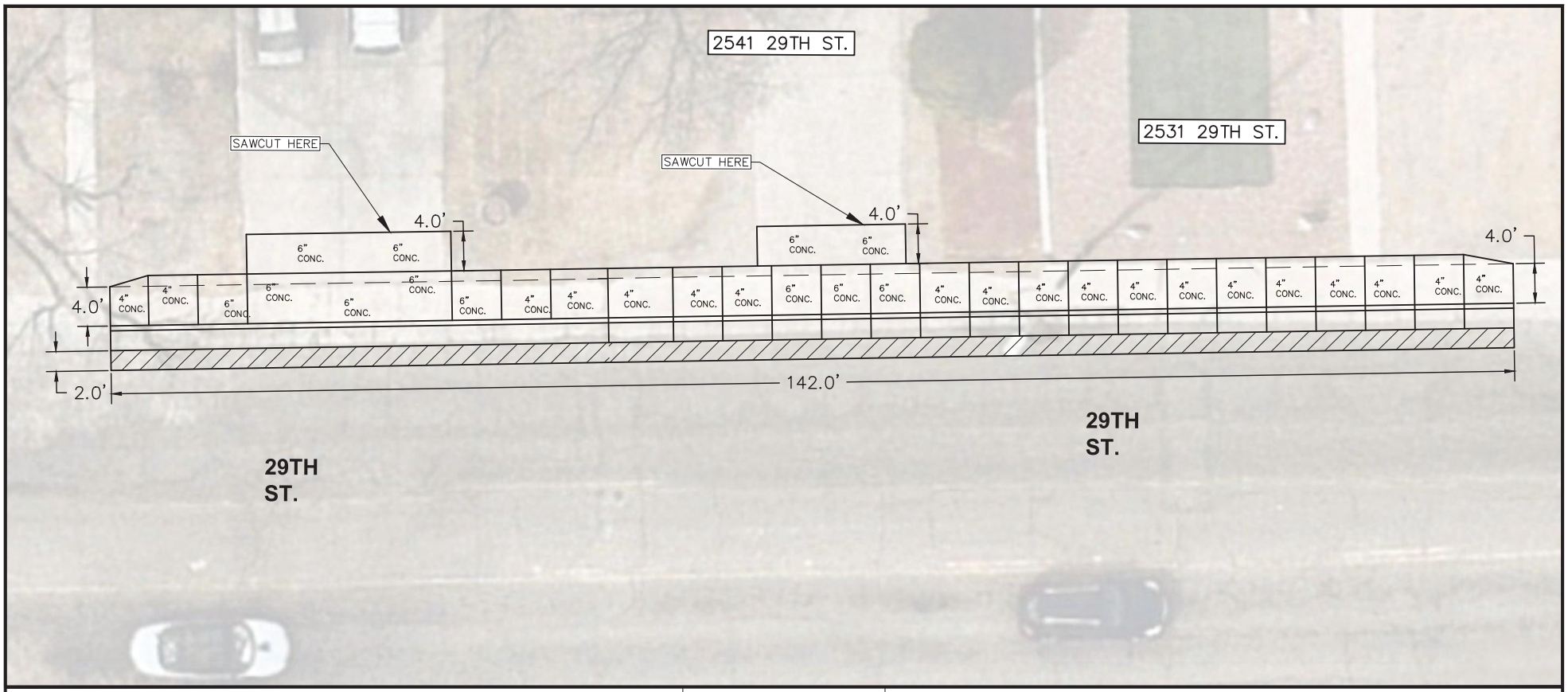
24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)

# ATLANTA SW AND SE CORNERS

DRAWING NO.

SHEET NO. 40

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




NORTH SIDEWALK

| | | |
|---|---|---|
| REMOVE | 142 | L.F. CURB & GUTTER |
| REMOVE | 812 | S.F. CONCRETE |
| REMOVE | 284 | S.F. ASPHALT |
| CONSTRUCT | 142 | L.F. CURB & GUTTER |
| CONSTRUCT | 576 | S.F. 4" CONCRETE |
| CONSTRUCT | 426 | S.F. 6" CONCRETE |
| CONSTRUCT | 284 | S.F. ASPHALT ROADWAY PATCH |

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

N
W E
S

SKYVIEW AVE. SAN ISABEL AVE.

29TH ST

ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

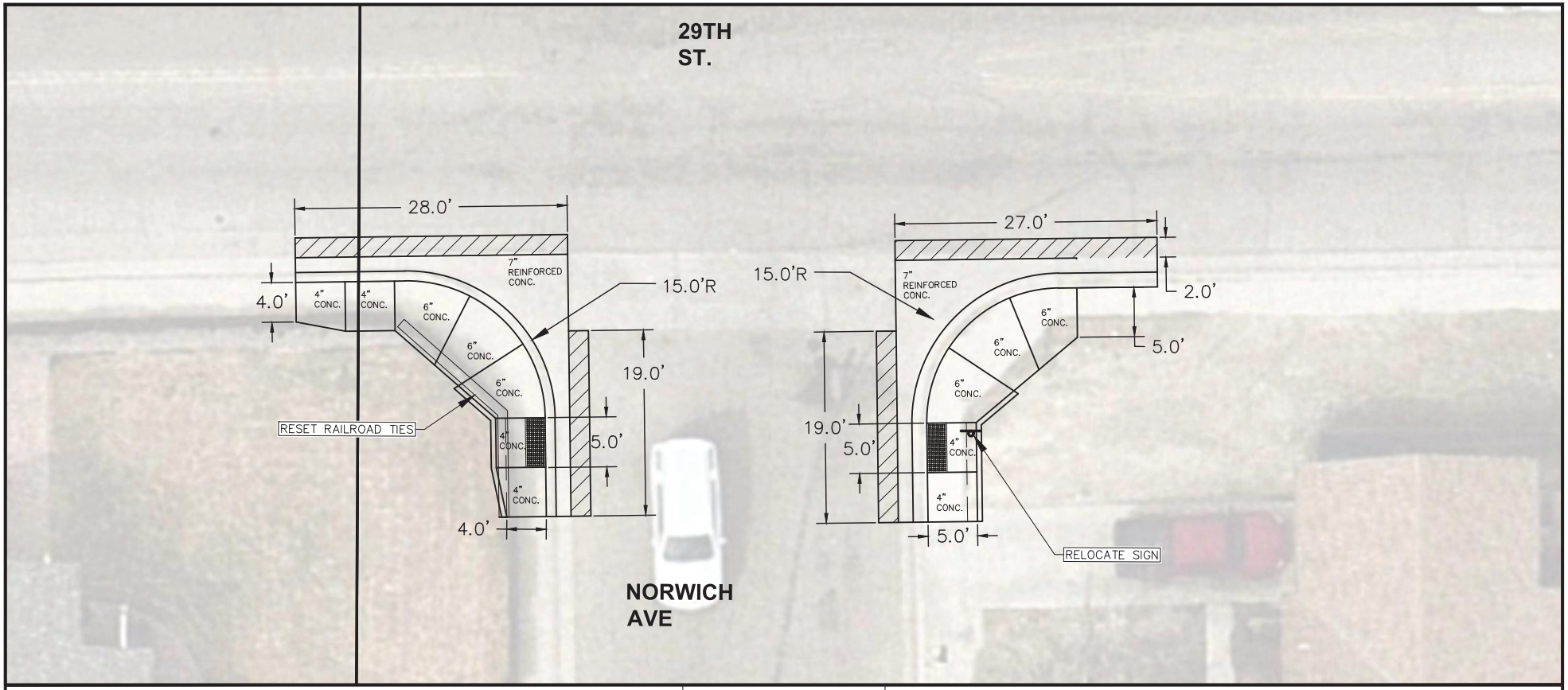
24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)

# NORTH SIDEWALK BETWEEN SAN ISABEL AND SKYVIEW

DRAWING NO.

SHEET NO. 41

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SW CORNER

| | | |
|---|---|---|
| REMOVE | 45 | L.F. CURB & GUTTER |
| REMOVE | 192 | S.F. CONCRETE |
| REMOVE | 93 | S.F. ASPHALT |
| CONSTRUCT | 15 | L.F. CURB HEAD |
| CONSTRUCT | 45 | L.F. CURB & GUTTER |
| CONSTRUCT | 90 | S.F. 4" CONCRETE |
| CONSTRUCT | 124 | S.F. 6" CONCRETE |
| CONSTRUCT | 93 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 2 | EA. 24"X30" TACTILE BAND |
| RELOCATE | 25 | L.F. FENCE RAILROAD TIES |

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

N
W E
S

ISSUED FOR BID 5/14/24

SE CORNER

| | | |
|---|---|---|
| REMOVE | 44 | L.F. CURB & GUTTER |
| REMOVE | 155 | S.F. CONCRETE |
| REMOVE | 92 | S.F. ASPHALT |
| CONSTRUCT | 15 | L.F. CURB HEAD |
| CONSTRUCT | 44 | L.F. CURB & GUTTER |
| CONSTRUCT | 50 | S.F. 4" CONCRETE |
| CONSTRUCT | 124 | S.F. 6" CONCRETE |
| CONSTRUCT | 92 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 2 | EA. 24"X30" TACTILE BAND |
| RELOCATE | 1 | EA. SIGN |

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

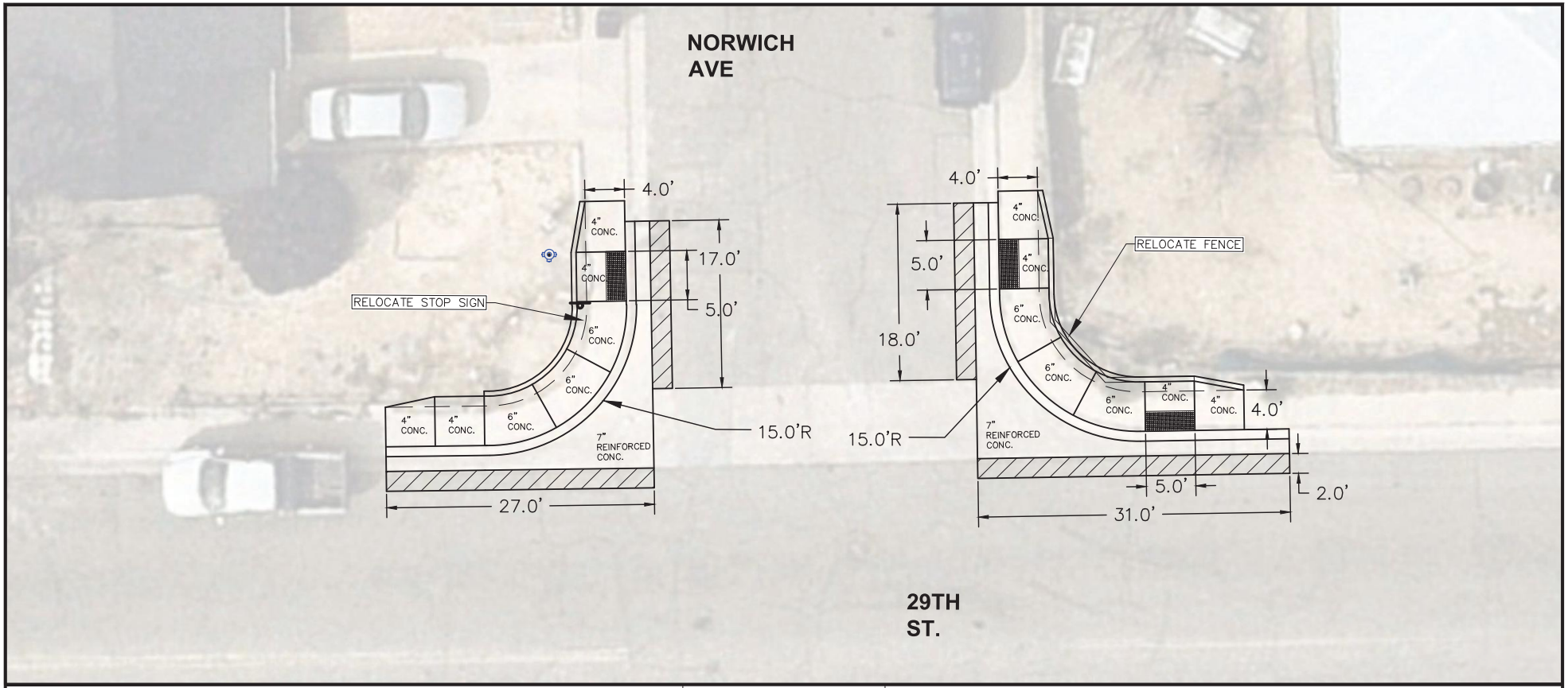
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
NORWCH SW AND SE CORNERS

DRAWING NO.

SHEET NO. 42

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




NW CORNER

| | |
|---|---|
| REMOVE | 43 L.F. CURB & GUTTER |
| REMOVE | 160 S.F. CONCRETE |
| REMOVE | 58 S.F. REINF. CONCRETE |
| REMOVE | 88 S.F. ASPHALT |
| CONSTRUCT | 24 L.F. CURB HEAD |
| CONSTRUCT | 43 L.F. CURB & GUTTER |
| CONSTRUCT | 88 S.F. 4" CONCRETE |
| CONSTRUCT | 95 S.F. 6" CONCRETE |
| CONSTRUCT | 58 S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 88 S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 2 EA. 24"X30" TACTILE BAND |
| RELOCATE | 1 EA. SIGN |

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

N W E S

ISSUED FOR BID 5/14/24

NE CORNER

| | |
|---|---|
| REMOVE | 48 L.F. CURB & GUTTER |
| REMOVE | 160 S.F. CONCRETE |
| REMOVE | 58 S.F. REINF. CONCRETE |
| REMOVE | 99 S.F. ASPHALT |
| CONSTRUCT | 35 L.F. CURB HEAD |
| CONSTRUCT | 48 L.F. CURB & GUTTER |
| CONSTRUCT | 96 S.F. 4" CONCRETE |
| CONSTRUCT | 96 S.F. 6" CONCRETE |
| CONSTRUCT | 58 S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 99 S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 2 EA. 24"X30" TACTILE BAND |
| RELOCATE | 25 L.F. FENCE 4' CHAINLINK |

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF PUBLIC WORKS CITY OF PUEBLO COLORADO

city of PUEBLO colorado

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

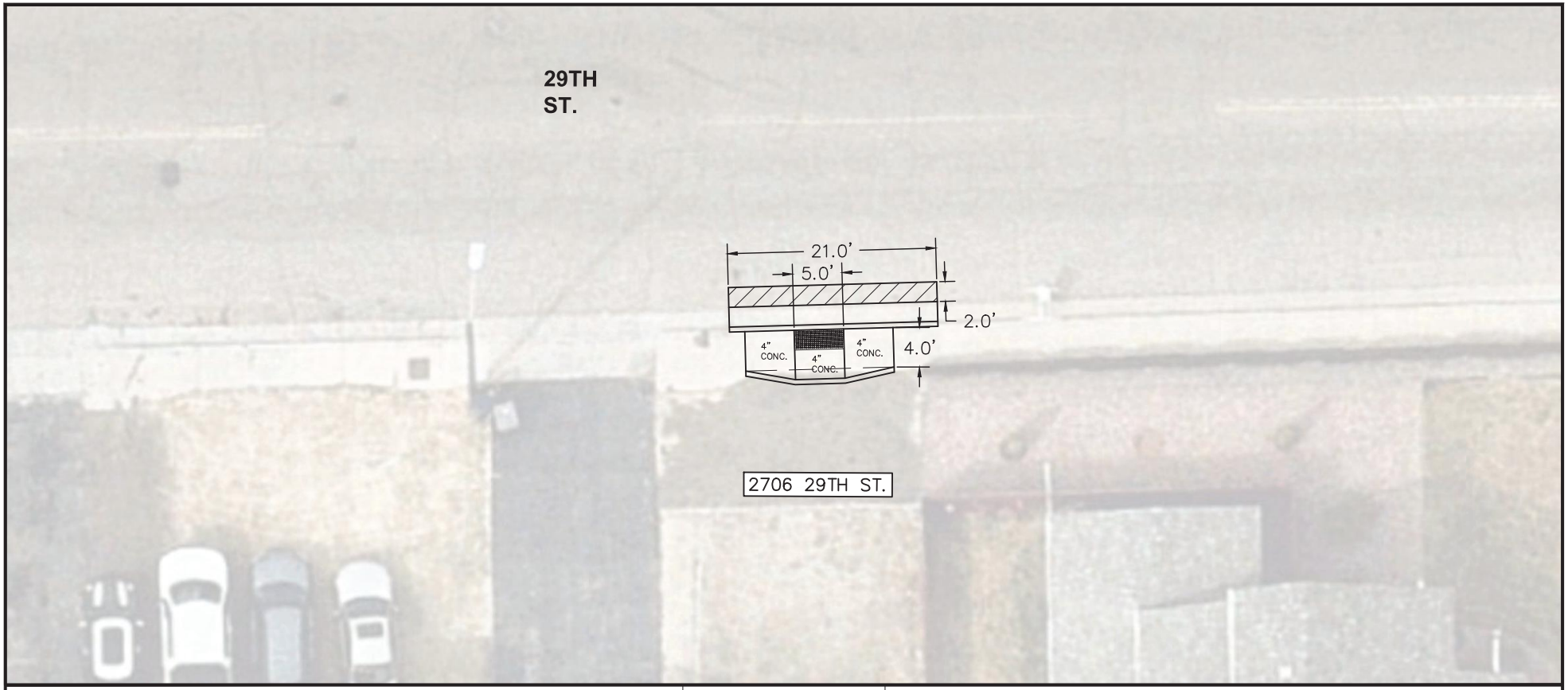
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
NORWICH. NW AND NE CORNERS

DRAWING NO.

SHEET NO. 43

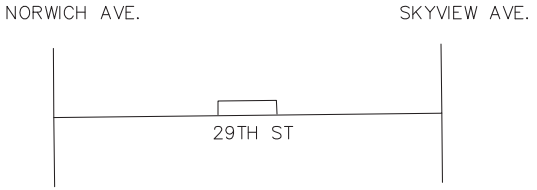
Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SOUTH SIDEWALK

| | | |
|---|---|---|
| REMOVE | 21 | L.F. CURB & GUTTER |
| REMOVE | 60 | S.F. CONCRETE |
| REMOVE | 42 | S.F. ASPHALT |
| CONSTRUCT | 15 | S.F. CURB HEAD |
| CONSTRUCT | 21 | L.F. CURB & GUTTER |
| CONSTRUCT | 70 | S.F. 4" CONCRETE |
| CONSTRUCT | 42 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 2 | EA. 24"X30" TACTILE BAND |

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




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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

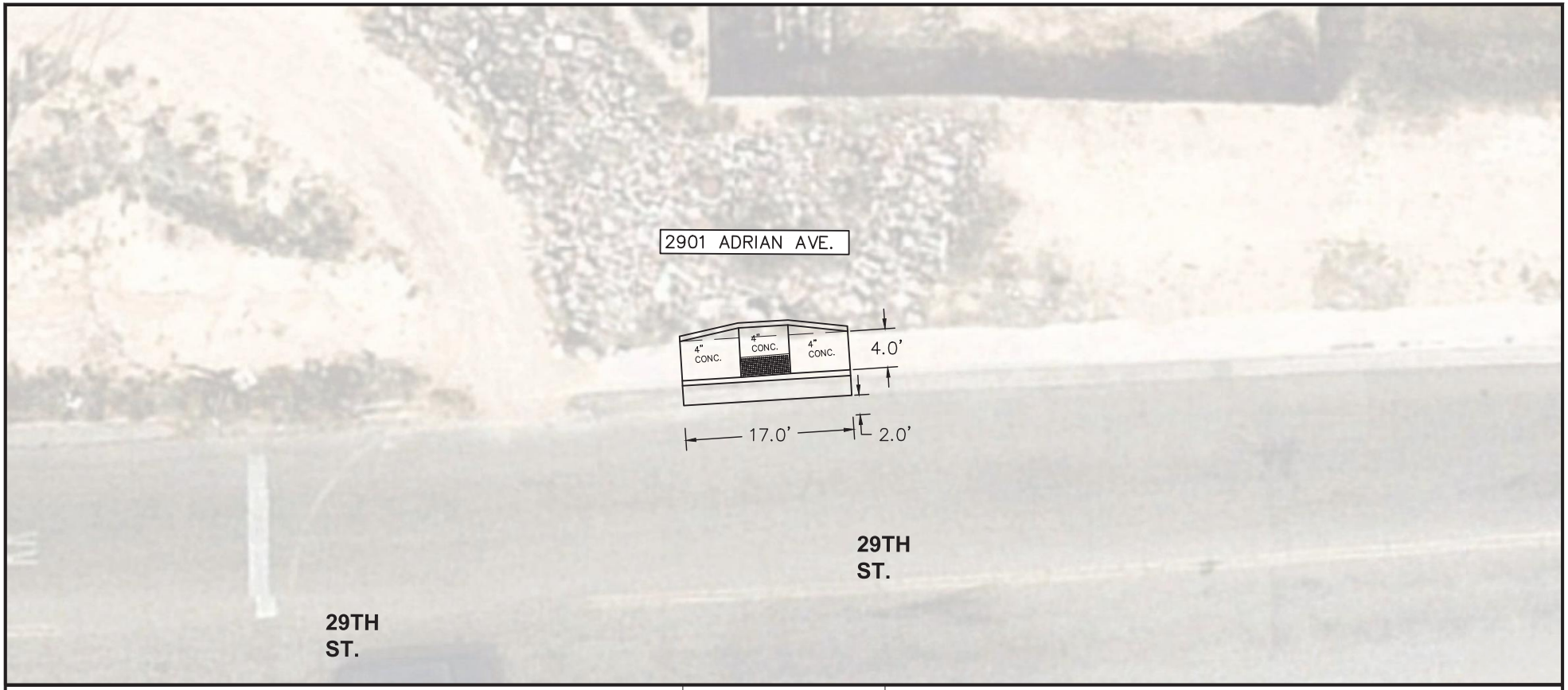
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)
2706 W. 29TH ST.

DRAWING NO.

SHEET NO. 44

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

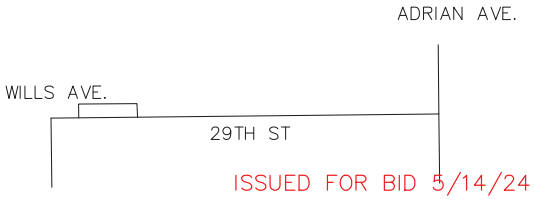



NORTH SIDEWALK

| | |
|---|---|
| REMOVE | 17 L.F. CURB & GUTTER |
| REMOVE | 60 S.F. CONCRETE |
| REMOVE | 34 S.F. ASPHALT |
| CONSTRUCT | 15 L.F. CURB HEAD |
| CONSTRUCT | 17 L.F. CURB & GUTTER |
| CONSTRUCT | 70 S.F. 4" CONCRETE |
| CONSTRUCT | 34 S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 2 EA. 24"X30" TACTILE BAND |

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

N
W E
S




ISSUED FOR BID 5/14/24

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

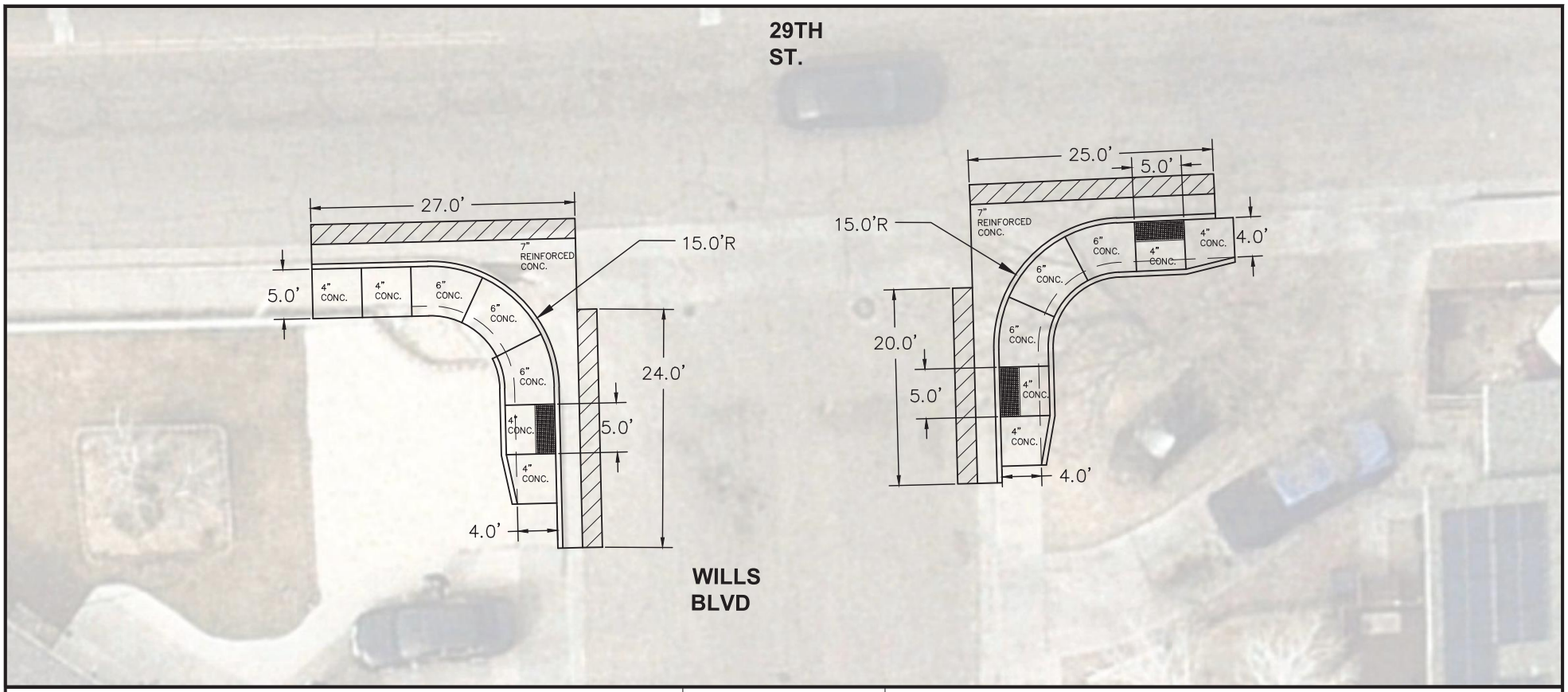
24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)

SIDEWALK ACROSS NORTH OF WILLS

DRAWING NO.

SHEET NO. 45

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A




SW CORNER

| | | |
|---|---|---|
| REMOVE | 48 | L.F. CURB & GUTTER |
| REMOVE | 160 | S.F. CONCRETE |
| REMOVE | 48 | S.F. REINF. CONCRETE |
| REMOVE | 101 | S.F. ASPHALT |
| CONSTRUCT | 15 | L.F. CURB HEAD |
| CONSTRUCT | 48 | L.F. CURB & GUTTER |
| CONSTRUCT | 87 | S.F. 4" CONCRETE |
| CONSTRUCT | 95 | S.F. 6" CONCRETE |
| CONSTRUCT | 48 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 101 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 2 | EA. 24"X30" TACTILE BAND |

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

N
W E
S

ISSUED FOR BID 5/14/24

SE CORNER

| | | |
|---|---|---|
| REMOVE | 44 | L.F. CURB & GUTTER |
| REMOVE | 160 | S.F. CONCRETE |
| REMOVE | 46 | S.F. REINF. CONCRETE |
| REMOVE | 89 | S.F. ASPHALT |
| CONSTRUCT | 35 | L.F. CURB HEAD |
| CONSTRUCT | 44 | L.F. CURB & GUTTER |
| CONSTRUCT | 96 | S.F. 4" CONCRETE |
| CONSTRUCT | 95 | S.F. 6" CONCRETE |
| CONSTRUCT | 46 | S.F. 7" REINF. CONCRETE |
| CONSTRUCT | 89 | S.F. ASPHALT ROADWAY PATCH |
| INSTALL | 2 | EA. 24"X30" TACTILE BAND |

| NO. | REVISIONS | BY | DATE | APPROVAL |
|---|---|---|---|---|
| | | | | |

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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

SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: MPP
DESIGNED BY: MPP
CHECKED BY: KP
DATE: 5/7/2024

24-068
CONCRETE IMPROVEMENTS - WEST 29TH STREET
PHASE 2 (HIGH ST. TO WILLS BLVD.)

# WILLS SW AND SE CORNERS

DRAWING NO.

SHEET NO. 46

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

**ADDITIONAL INFORMATION**

Affirmative Action Plan

Insurance Certificate(s)

Certificate of Good Standing

Regional Building License Information

System for Award Management (SAM) Information

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

**NCI**
**Nunez Construction, Inc.**
**2328 N Grand Ave**
**Pueblo, CO 81003**
**(719) 252-6169**

## Affirmative Action Plan

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

**Nunez Construction, Inc.** will take affirmative action to ensure applications 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

Duane Nunez

Printed Name

President

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

Date

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/01/2024

**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 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 | CONTACT NAME: Elizabeth A Kennedy |
|---|---|
| Western Insurance Solutions Inc<br>4740 Flintridge Drive, Suite 115<br>Colorado Springs, CO 80918 | PHONE (A/C, No, Ext): (719) 594-6883 FAX (A/C, No): (719) 532-9996<br>E-MAIL ADDRESS: beth@wisins.com |
| **INSURED**<br>Nunez Construction, Inc.<br>2328 N Grand Ave, Ste B<br>Pueblo CO 81003 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>INSURER A : BERKLEY ASSURANCE COMPANY 39462<br>INSURER B : PINNACOL ASSURANCE 41190<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | VUMA0298691 | 01/25/2024 | 01/25/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | | | NONE | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | NONE | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | 4253135 | 08/01/2024 | 08/01/2025 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | | | | NONE | | | | |

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

Project: 24-068 Concrete Improvements-West 29th Street Phase 2 (High St to Wills Blvd)

The City of Pueblo, it's agents, officers and employees are additional insured regarding General Liability if required in a written contract.

**CERTIFICATE HOLDER**

City of Pueblo, a Municipal Corporation

230 S Mechanic Street
Pueblo CO 81003

**CANCELLATION**

**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**

Beth Kennedy

**© 1988-2014 ACORD CORPORATION. All rights reserved.**

NUNEZ-3

OP ID: DC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/02/2024

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 719-543-3604<br>Western Group Inc.-Pueblo<br>511 W 10th St Ste A<br>P.O. Box 1958<br>Pueblo, CO 81002<br>David Caporicci | CONTACT NAME: Brett Koski<br>PHONE (A/C, No, Ext): 719-543-3604 FAX (A/C, No): 719-545-1722<br>E-MAIL ADDRESS: |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Acuity — 14184 |
| INSURED<br>Nunez Construction<br>2328 N Grand Ave<br>Pueblo, CO 81003 | INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | [ ] CLAIMS-MADE [ ] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | [ ] POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | [ ] OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | [ ] ANY AUTO | | | ZW5208 | 08/01/2024 | 08/01/2025 | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

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

General Contractor

**CERTIFICATE HOLDER** CITYO37

City of Pueblo
a Municipal Corporation
230 S Mechanic St
Pueblo, CO 81003

**CANCELLATION**

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
David Caporicci

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

# 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,

Nunez Construction, Inc.

is a

Corporation

formed or registered on 08/02/2004 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 20041270818 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/12/2024 that have been posted, and by documents delivered to this office electronically through 07/15/2024 @ 13:32:28 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/15/2024 @ 13:32:28 in accordance with applicable law. This certificate is assigned Confirmation Number 16207195 .

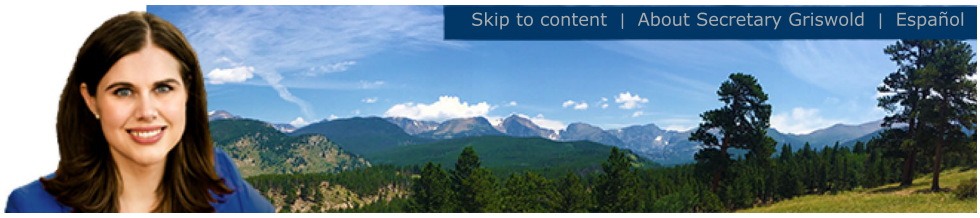
Jena Griswold

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."*

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A






# Summary

| Details | | | |
|---|---|---|---|
| **Name** | Nunez Construction, Inc. | | |
| **Status** | Good Standing | **Formation date** | 08/02/2004 |
| **ID number** | 20041270818 | **Form** | Corporation |
| **Periodic report month** | December | **Jurisdiction** | Colorado |
| **Principal office street address** | 2328 N Grand Ave, Pueblo, CO 81003, US | | |
| **Principal office mailing address** | 10 Audubon Cir, Pueblo, CO 81003, US | | |

| Registered Agent | |
|---|---|
| **Name** | Duane Nunez |
| **Street address** | 10 Audubon Cir, Pueblo, CO 81003, US |
| **Mailing address** | 10 Audubon Cir, Pueblo, CO 81003, 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

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A



**REGIONAL BUILDING DEPARTMENT**
**830 N Main St • Pueblo, CO 81003**
**VOICE: 719-543-0002 • FAX: 719-543-0062**

# Contractor Details

| | |
|---|---|
| **PRBD License ID** | 0010643 |
| **Company Name** | NUNEZ CONSTRUCTION INC |
| **Doing Business As** | |
| **Examinee** | DUANE L. NUNEZ |
| **Address** | 10 AUDUBON CIRCLE<br>PUEBLO , CO 81003 |
| **Phone** | 252-6169 |
| **Licenses** | A00 - Commercial Unlimited |
| **Liability Ins.** | 01/25/2025 |
| **Workman's Comp Ins.** | Waived |
| **Expiration Date** | 12/31/2024 |

New Search

**Office Hours:** Monday-Friday 7:30 AM to 4:30 PM
***Closed Holidays:****Thanksgiving + Friday after, 12/22 for Christmas Eve, Christmas Day, New Years Day, Memorial Day, July 4th & 5th, Labor Day*

Privacy Policy | Contact Us | © 2024 Pueblo Regional Building Dept.

Docusign Envelope ID: 3542F83D-29E5-4FEA-ADBE-821DCACF1B3A

SAM.GOV

# NUNEZ CONSTRUCTION INC

| Unique Entity ID | CAGE / NCAGE | Purpose of Registration |
|---|---|---|
| **J1T4NHSMXNS5** | **7V6D8** | **All Awards** |
| Registration Status | Expiration Date | |
| **Active Registration** | **Nov 2, 2024** | |
| Physical Address | Mailing Address | |
| **10 Audubon CIR**<br>**Pueblo, Colorado 81003-3901**<br>**United States** | **10 Audubon CIR.**<br>**Pueblo, Colorado 81003**<br>**United States** | |

## Business Information

| Doing Business as | Division Name | Division Number |
|---|---|---|
| **(blank)** | **(blank)** | **(blank)** |
| Congressional District | State / Country of Incorporation | URL |
| **Colorado 03** | **Colorado / United States** | **(blank)** |

### Registration Dates

| Activation Date | Submission Date | Initial Registration Date |
|---|---|---|
| **Nov 7, 2023** | **Nov 3, 2023** | **Apr 27, 2017** |

### Entity Dates

| Entity Start Date | Fiscal Year End Close Date |
|---|---|
| **Apr 16, 2004** | **Dec 31** |

### Immediate Owner

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

### Highest Level Owner

| CAGE | Legal Business Name |
|---|---|
| **(blank)** | **(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 | Entity Type | Organization Factors |
|---|---|---|
| **Corporate Entity (Not Tax Exempt)** | **Business or Organization** | **(blank)** |
| Profit Structure | | |
| **For Profit Organization** | | |

**Socio-Economic Types**

**Minority-Owned Business**
**Self Certified Small Disadvantaged Business**
**Hispanic American Owned**

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

## Financial Information

| Accepts Credit Card Payments | Debt Subject To Offset |
|---|---|
| **Yes** | **No** |

| EFT Indicator | CAGE Code |
|---|---|
| **0000** | **7V6D8** |

## Points of Contact

### Electronic Business

**Duane L Nunez, CEO**

**10 Audubon CIR**
**Pueblo, Colorado 81003**
**United States**

### Government Business

**Duane L Nunez, CEO**

**10 Audubon CIR**
**Pueblo, Colorado 81003**
**United States**

## Service Classifications

**NAICS Codes**

| Primary | NAICS Codes | NAICS Title |
|---|---|---|
| **Yes** | **236220** | **Commercial And Institutional Building Construction** |
| | **236118** | **Residential Remodelers** |

## Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

| Bonding Levels | Dollars |
|---|---|
| | **(blank)** |

| States | Counties | Metropolitan Statistical Areas |
|---|---|---|
| **Colorado** | **CO: Pueblo, El Paso, Alamosa** | **CO: Pueblo, Colorado Springs** |

DocuSign

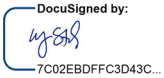
## Certificate Of Completion

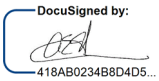
Envelope Id: 3542F83D29E54FEAADBE821DCACF1B3A
Status: Completed
Subject: Complete with Docusign: 24-068 Contract Documents Nunez Construction Concrete Improvements W. 2...
Source Envelope:
Document Pages: 147
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Purchasing
230 S Mechanic
Pueblo, CO 81003
purchasing@pueblo.us
IP Address: 208.82.107.130

## Record Tracking

Status: Original
8/5/2024 9:18:56 AM
Holder: Purchasing
purchasing@pueblo.us
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Naomi Hedden<br>nchedden@pueblo.us<br>Director of Purchasing<br>City of Pueblo<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br> <br>663514DB28C0490...<br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 208.82.107.130 | Sent: 8/5/2024 9:39:39 AM<br>Viewed: 8/5/2024 10:30:41 AM<br>Signed: 8/5/2024 10:30:59 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Marisa Stoller<br>mstoller@pueblo.us<br>City Clerk<br>City of Pueblo<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>  <br>7C02EBDFFC3D43C...<br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 208.82.107.130 | Sent: 8/5/2024 10:31:05 AM<br>Viewed: 8/5/2024 10:49:43 AM<br>Signed: 8/5/2024 10:50:23 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 12/3/2021 2:21:37 PM<br>ID: d4b20520-f52e-4781-a288-ed72c1cbf692 | | |
| Heather Graham<br>mayor@pueblo.us<br>Mayor<br>City of Pueblo<br>Security Level: Email, Account Authentication (None) | Signed by:<br> <br>35CB85FFDEB2412...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 208.82.107.130 | Sent: 8/5/2024 10:50:28 AM<br>Viewed: 8/6/2024 8:17:46 AM<br>Signed: 8/6/2024 8:18:28 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 8/6/2024 8:17:46 AM<br>ID: 061c97ac-ce3b-430a-8aa7-9996447bc6c7 | | |
| Robert Jagger<br>rjagger@pueblo.us<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br> <br>502480BF6EFC4C8...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 208.82.107.130 | Sent: 8/6/2024 8:18:31 AM<br>Viewed: 8/6/2024 8:25:52 AM<br>Signed: 8/6/2024 8:26:32 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 3/14/2023 1:54:04 PM<br>ID: 6d0c0f5a-8d08-442a-a5ac-f847bdb3008d | | |

| Signer Events | Signature | Timestamp |
|---|---|---|
| Deborah Rivera<br>drivera@pueblo.us<br>Purchasing Contract Coordinator<br>City of Pueblo<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | **Completed**<br><br>Using IP Address: 208.82.107.130 | Sent: 8/6/2024 8:26:36 AM<br>Viewed: 8/6/2024 8:27:22 AM<br>Signed: 8/6/2024 8:27:54 AM |
| Andrew Hayes<br>ahayes@pueblo.us<br>Director Public Works<br>City of Pueblo<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 2/28/2022 1:36:31 PM<br>ID: 570dcef9-557c-416e-92be-9b71f3007907 |  <br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 73.203.72.130<br>Signed using mobile | Sent: 8/6/2024 8:27:59 AM<br>Viewed: 8/6/2024 2:42:10 PM<br>Signed: 8/7/2024 4:20:29 AM |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Christina Garcia<br>christinagarcia@pueblo.us<br>City of Pueblo<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 8/7/2024 4:20:34 AM<br>Viewed: 8/7/2024 7:20:36 AM |
| Clyde Bishop<br>cbishop@pueblo.us<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 8/7/2024 4:20:36 AM |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 8/5/2024 9:39:39 AM |
| Certified Delivered | Security Checked | 8/6/2024 2:42:10 PM |
| Signing Complete | Security Checked | 8/7/2024 4:20:29 AM |
| Completed | Security Checked | 8/7/2024 4:20:36 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** April 28, 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-8) TO BIF IV INTREPID OPCO., LLC., FOR THE PURPOSE OF PLACING FIBER IN A NEW 2" CONDUIT APPROXIMATELY 1222 LINEAR FEET IN LENGTH RUNNING NORTHEASTERLY ALONG SOUTH MAIN STREET IN PUELO, CO, FROM 99+16 STA CONTINUE TO SOUTHWEST TILL 87+02 STA AT SOUTH MAIN STREET BETWEEN EAST "C" STREET AND EAST CORONA AVENUE (INCLUDING THE MAIN STREET BRIDGE)

## SUMMARY:

Attached is a revocable permit (REV 25-8) for issuance to BIF IV Intrepid Opco., LLC.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

BIF IV Intrepid Opco., LLC, has submitted a revocable permit (REV-25-8) application for the purpose of placing fiber in a new 2" conduit approximately 1222' linear feet in length running northeasterly along South Main Street in Puelo, CO, from 99+16 STA continue to southwest till 87+02 STA. at South Main Street between East "C" Street and East Corona Avenue (including the Main Street Bridge).

## FINANCIAL IMPLICATIONS:

None.

## BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

## STAKEHOLDER PROCESS:

None.

**ALTERNATIVES:**

Failure to approve the Resolution will prevent the applicant from installing the authorized improvements.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. REV-25-8 Conduit Revocable Permit

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-8) TO BIF IV INTREPID OPCO., LLC., FOR THE PURPOSE OF PLACING FIBER IN A NEW 2" CONDUIT APPROXIMATELY 1222 LINEAR FEET IN LENGTH RUNNING NORTHEASTERLY ALONG SOUTH MAIN STREET IN PUELO, CO, FROM 99+16 STA CONTINUE TO SOUTHWEST TILL 87+02 STA AT SOUTH MAIN STREET BETWEEN EAST "C" STREET AND EAST CORONA AVENUE (INCLUDING THE MAIN STREET BRIDGE)

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-) is authorized to be issued to BIF IV Intrepid Opco., LLC, for the purpose of placing fiber in a new 2" conduit approximately 1222' linear feet in length running northeasterly along South Main Street in Puelo, CO, from 99+16 STA continue to southwest till 87+02 STA. at South Main Street between East "C" Street and East Corona Avenue (including the Main Street Bridge).

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 28, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: BIF IV Intrepid Opco, LLC 11001 W. 120th Avenue, Broomfield, CO 80021 (844) 380-8090
2. Permitted Area: South Main Street between East “C” Street and East Corona Avenue (including Main Street Bridge)
3. Purpose of Revocable Permit: Place fiber in new 2” conduit approximately 1222’ linear feet in length running northeasterly along South Main Street in Pueblo, CO from 99+16 STA continue to southwest till 87+02 STA
4. Authorized Improvements: **Handholds, conduit and associated infrastructure**
5. Commencement Date: April 29, 2025
6. Ending Date: Indefinite

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

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City, this Permit and applicable law. Permittee expressly acknowledges and shall comply with all obligations it may have under Article 1.5 of Title 9 of the Colorado Revised Statutes, and the City shall have no obligations with respect to notification of the existence of the Improvements with respect to any excavation conducted in or around the Permitted Area or otherwise. Consistent with and in further clarification of paragraph (l), Permittee expressly acknowledges and agrees that City shall have no responsibility or liability for any damage or injuries to the Improvements resulting from any excavation conducted in or around the Permitted Area whether done by the City, its officers, employees, agents or unrelated third party.

(c) Reserved.

(d) Reserved.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee’s Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee’s Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee’s Improvements, and City may, at Permittee's expense, remove and dispose of Permittee’s Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City’s costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or

subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and the Authorized Structure in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation.

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee.

Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

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

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

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

Signed in Pueblo, Colorado this _____ day of _____, 20_____.

PERMITTEE:

Organization:_____

By: _____

Title: _____

STATE OF COLORADO )
COUNTY OF PUEBLO ) SS..

The foregoing instrument was acknowledged before me the _____ day of _____, 20_____

by _____ as

_____.

My commission expires: _____.

[ S E A L ]

_____
Notary Public

APPROVED this _____ day of _____, 20____.

Underground encroachments (with insurance) (3/9/20).

PUEBLO, a Municipal Corporation

By _____
Heather Graham, Mayor

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** April 28, 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-10) TO THE OUTLAWS ROD AND CUSTOM CAR CLUB FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG VICTORIA AVENUE FROM "C" STREET TO GREENWOOD; AND "D" STREET FROM THE ALLEYWAY BETWEEN UNION AVENUE AND VICTORIA AVENUE TO THE ALLEYWAY BETWEEN VICTORIA AVENUE AND LAMKIN STREET; AND W. RIVERWALK FROM VICTORIA AVENUE NORTHWEST TO THE END OF THE CUL-DE-SAC BULB FOR THE PURPOSE OF HOSTING THEIR ANNUAL CAR SHOW EVENT

## SUMMARY:

Attached is a draft revocable permit (REV-25-10) submitted by The Outlaws Rod and Custom Car Club.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The Outlaws Rod and Custom Car Club has submitted a revocable permit (REV 25-10) application requesting to close Victoria Avenue from "C" Street to Greenwood; and "D" Street from the alleyway between Union Avenue and Victoria Avenue to the alleyway between Victoria Avenue and Lamkin Street; and W. Riverwalk from Victoria Avenue northwest to the end of the cul-de-sac bulb for the purpose of hosting their annual car show event.

## FINANCIAL IMPLICATIONS:

None.

**BOARD/COMMISSION RECOMMENDATION:**

The Revocable Permit Review Committee recommends approval.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Failure to approve the Resolution will prevent the applicant from utilizing the right-of-way to host their car show event.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. REV-25-10

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-10) TO THE OUTLAWS ROD AND CUSTOM CAR CLUB FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG VICTORIA AVENUE FROM "C" STREET TO GREENWOOD; AND "D" STREET FROM THE ALLEYWAY BETWEEN UNION AVENUE AND VICTORIA AVENUE TO THE ALLEYWAY BETWEEN VICTORIA AVENUE AND LAMKIN STREET; AND W. RIVERWALK FROM VICTORIA AVENUE NORTHWEST TO THE END OF THE CUL-DE-SAC BULB FOR THE PURPOSE OF HOSTING THEIR ANNUAL CAR SHOW EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV 25-10) is authorized to be issued to The Outlaws Rod and Custom Car Club for use the public right-of-way along Victoria Avenue from "C" Street to Greenwood; and "D" Street from the alleyway between Union Avenue and Victoria Avenue to the alleyway between Victoria Avenue and Lamkin Street; and W. Riverwalk from Victoria Avenue northwest to the end of the cul-de-sac bulb for the purpose of hosting their annual car show event

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 28, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

# REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **The Outlaws Rod & Custom Car Club P.O. Box 2462, Pueblo, CO 81004 719-564-8549**
2. Permitted Area: **Victoria Avenue from C Street to Greenwood and D Street from the alley way between Union and Victoria to the alley way between Victoria and Lamkin; and W. Riverwalk from Victoria Ave. northwest to the end of the cul-de-sac bulb.**
3. Purpose of Revocable Permit: **Closing of the street and area for annual car show.**
4. Commencement Date: **May 3, 2025** Time: **5:30 a.m.**
5. Ending Date: **May 3, 2025** Time: **4:00 p.m.**

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

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 (“Deposit”). The Deposit will be forfeited to the City if Permittee does not remove all Permittee’s equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee’s Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee’s Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee’s Improvements, and City may, at Permittee's expense, remove and dispose of Permittee’s Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City’s costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this _____ day of _____, 20_____.

**PERMITTEE:**
Organization or Individual: _____
By: _____
Title: _____

STATE OF COLORADO )

COUNTY OF PUEBLO ) SS..

The foregoing instrument was acknowledged before me the _____ day of _____, 20_____ by _____ as _____.

My commission expires: _____.

_____

Notary Public

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

By _____

Heather Graham, Mayor

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** April 28, 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-9) TO BIF IV INTREPID OPCO., LLC., FOR THE PURPOSE OF ALLOWING THE AUTHORIZED STRUCTURE TO BE WITHIN THE PERMITTED AREA UNTIL TERMINATION OR REVOCATION OF THIS REVOCABLE PERMIT AT SOUTH UNION AVENUE BETWEEN WEST "B" STREET AND WEST CORONA AVENUE (INCLUDING UNION AVENUE BRIDGE)

## SUMMARY:

Attached is a revocable permit (REV 25-9) for issuance to BIF IV Intrepid Opco., LLC.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

BIF IV Intrepid Opco., LLC, has submitted a revocable permit (REV-25-9) application for the purpose of allowing the authorized structure to be within the permitted area until termination or revocation of this revocable permit at South Union Avenue between West "B" Street and West Corona Avenue (including Union Avenue Bridge.

## FINANCIAL IMPLICATIONS:

None.

## BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

## STAKEHOLDER PROCESS:

None.

**ALTERNATIVES:**

Failure to approve the Resolution will prevent the applicant from installing the authorized improvements.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. REV-25-9 Conduit Revocable Permit

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-9) TO BIF IV INTREPID OPCO., LLC., FOR THE PURPOSE OF ALLOWING THE AUTHORIZED STRUCTURE TO BE WITHIN THE PERMITTED AREA UNTIL TERMINATION OR REVOCATION OF THIS REVOCABLE PERMIT AT SOUTH UNION AVENUE BETWEEN WEST "B" STREET AND WEST CORONA AVENUE (INCLUDING UNION AVENUE BRIDGE)

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-9) is authorized to be issued to BIF IV Intrepid Opco., LLC, for the purpose of allowing the authorized structure to be within the permitted area until termination or revocation of this revocable permit at South Union Avenue between West "B" Street and West Corona Avenue (including Union Avenue Bridge).

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 28, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: BIF IV Intrepid Opco, LLC 11001 W. 120th Avenue, Broomfield, CO 80021 (844) 380-8090
2. Permitted Area: South Union Avenue between West "B" Street and West Corona Avenue (including Union Avenue Bridge)
3. Purpose of Revocable Permit: Allow the Authorized Structure to be within the Permitted Area until termination or revocation of this Revocable Permit
4. Authorized Improvements: **Handholds, conduit and associated infrastructure**
5. Commencement Date: April 29, 2025
6. Ending Date: Indefinite

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

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City, this Permit and applicable law. Permittee expressly acknowledges and shall comply with all obligations it may have under Article 1.5 of Title 9 of the Colorado Revised Statutes, and the City shall have no obligations with respect to notification of the existence of the Improvements with respect to any excavation conducted in or around the Permitted Area or otherwise. Consistent with and in further clarification of paragraph (l), Permittee expressly acknowledges and agrees that City shall have no responsibility or liability for any damage or injuries to the Improvements resulting from any excavation conducted in or around the Permitted Area whether done by the City, its officers, employees, agents or unrelated third party.

(c) Reserved.

(d) Reserved.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

Underground encroachments (with insurance) (3/9/20).

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and the Authorized Structure in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation.

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee.

Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

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

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

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

Signed in Pueblo, Colorado this _____ day of _____, 20_____.

PERMITTEE:

Organization:_____

By: _____

Title: _____

STATE OF COLORADO )
COUNTY OF PUEBLO ) SS..

The foregoing instrument was acknowledged before me the _____ day of _____, 20_____

by _____ as

_____.

My commission expires: _____.

[ S E A L ]

_____
Notary Public

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

Underground encroachments (with insurance) (3/9/20).

By _____
Heather Graham, Mayor

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** April 28, 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 CONFIRMING THE APPOINTMENT BY THE MAYOR OF FALLON MILLER TO COMPLETE A FIVE-YEAR TERM EXPIRING FEBRUARY 1, 2030, ON THE PUEBLO URBAN RENEWAL AUTHORITY BOARD

## SUMMARY:

This Resolution confirms the appointment by the Mayor of Fallon Miller to complete a five-year term expiring February 1, 2030 on the Pueblo Urban Renewal Authority Board.

## PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to boards and commissions selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

## BACKGROUND:

Due to the resignation of Elizabeth Gallegos, there is one position available to complete a term on the Pueblo Urban Renewal Authority Board.

## FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

## BOARD/COMMISSION RECOMMENDATION:

N/A

## STAKEHOLDER PROCESS:

N/A

## ALTERNATIVES:

Remove from the agenda and re-advertise for additional applications.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO.

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF FALLON MILLER TO COMPLETE A FIVE-YEAR TERM EXPIRING FEBRUARY 1, 2030, ON THE PUEBLO URBAN RENEWAL AUTHORITY BOARD

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Fallon Miller to the Pueblo Urban Renewal Authority Board; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Fallon Miller to the Pueblo Urban Renewal Authority Board to complete a five-year term expiring February 1, 2030, shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: April 28, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** April 28, 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 PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 20.17-ACRE AREA COMMONLY KNOWN AS THE QUARTZ ROAD ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

## SUMMARY:

The City Clerk received a new updated annexation petition for the 20.17-acre area located west of North Elizabeth Street and Drew Dix Parkway intersection and south of Quartz Road. This Resolution will determine if the petition for annexation is valid under the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1), tables final action on the petition for a period not more than 180 days and refer the petition to the Planning and Zoning Commission for review and recommendation.

## PREVIOUS COUNCIL ACTION:

On September 11, 2023, City Council approved Resolution No. 15357 preliminarily determining that the Quartz Road Annexation was valid under the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and tabled final action on the petition for a period not more than 180 days and referred the petition to the Planning and Zoning Commission for review and recommendation. The timeline for action on the petition timed out on March 9, 2024.

## BACKGROUND:

The petitioners, Joe Cleghorn, on behalf of Tebo Pinyon, and Paul Elder, on behalf of the Christian Growth Center submitted a new annexation petition for the Quartz Road Annexation totaling 20.17-acres. This Resolution preliminarily determines that the petition for annexation is valid under the provisions of the Colorado Revised Statutes

Sections 31-12-104(1)(a) and 31-12-107(1). In accordance with the procedure established in the Pueblo Municipal Code, the final action on the petition is tabled for a period of not more than one hundred eighty (180) days and the petition is referred to the Planning and Zoning Commission for review and recommendation.

## FINANCIAL IMPLICATIONS:

The filing of the annexation petition and the approval of the Resolution determining the property substantially complies with the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and does not result in any direct financial impact to the City of Pueblo.

## BOARD/COMMISSION RECOMMENDATION:

None at this point in the review process.

## STAKEHOLDER PROCESS:

Copies of the Petition for Annexation will be sent by registered mail by the City Clerk, the Board of County Commissioners, the County Attorney of Pueblo County and to any school district or special district having territory within the area to be annexed. Copies of an Annexation Impact Report will be filed with all taxing entities as required by Colorado Revised Statutes.

## ALTERNATIVES:

None.

## RECOMMENDATION:

The City Planning staff has reviewed the annexation petition for compliance with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and recommends that City Council preliminarily finds that the petition is valid according to Colorado Revised Statutes.

## ATTACHMENTS:

1. A-23-02 Quartz Petition for Annexation Attachments

RESOLUTION NO.

A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 20.17-ACRE AREA COMMONLY KNOWN AS THE QUARTZ ROAD ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

WHEREAS, a Petition for Annexation of the area described in Section 1 hereof has been filed with the City Clerk; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Petition for Annexation ("Petition") of the following described area situated in Pueblo County, Colorado, is hereby found and determined to be in substantial compliance with the provisions of C.R.S. §31-12-104(1)(a) and §31-12-107(1):

**AREA TO BE ANNEXED:**

The South 1/2 of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 and the North 1/2 of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 20 South, Range 65 West of the 6th Principal Meridian, County of Pueblo, State of Colorado.

The above-described parcel of land contains 20.17 Acres more or less.

**Proposed New City Limits Line:**

A line located in a portion of Section 2, Township 20 South, Range 65 West of the 6th/ P.M., County of Pueblo, State of Colorado, and being more particularly described as follows:

BEGINNING at the Southwest corner of the East Half of Government Lot 1, N 04° 40' 43" E, a distance of 1354.12 feet to the Northwest corner of the East Half of Government Lot 1; THENCE N 89° 03' 49" E along the north line of said Section 2, a distance of 661.27 feet to the Northeast corner of said Section 2; THENCE S 05° 26' 23" W along the easterly line of said Section 2, a distance of 49.10 feet to the Northwest corner of Pinion Ridge Commercial Center as recorded under Reception No. 1795379 of the Pueblo County records, said Northwest corner being the POINT OF TERMINUS.

SECTION 2.

Final action on the Petition is hereby tabled for a period of not more than one hundred eighty (180) days and the Petition is hereby referred to the Planning and Zoning Commission

for review and recommendation.

SECTION 3.

Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council, without undue delay, shall make a final determination by Resolution whether the petition substantially complies with the applicable requirements of Section 31-12-107(1), C.R.S. and establish the date, time and place the City Council will hold a public hearing to determine if the proposed annexation complies with sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 28, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

**CITY OF PUEBLO**
**ANNEXATION INFORMATION SHEET**

Attached is a blank Petition for Annexation to be completed and filed with the City Clerk of the City of Pueblo together with an original and twenty-four (24) prints of an annexation map and satisfactory evidence of the names and addresses of all the owners of land within the area proposed to be annexed. All petitioners must sign the Petition for Annexation within 180 days before the date of filing with the City Clerk. Prior to filing with the City Clerk all documents must be reviewed by the City's Director of Land Use.

TO BE COMPLETED BY PETITIONERS

Name of Annexation: Quartz Road Annexation

Location and size in acres: Section 2, Township 20 South, Range 65, West of the 6th P.M., County of Pueblo, Colorado, 20 acres.
100 % of Owners X; Less than 100% of owners _____
School District No. 70; Special District: _____

**Annexation Agreement:** The City requires the Petitioner to enter into an Annexation Agreement prior to the effective date of the annexation. Such Agreement shall constitute conditions of annexation as effectively as if set forth in the Petition For Annexation.

For Office Use Only: Date Reviewed by Director of Land Use _____
Date Petition Filed _____ Filing Fee $_____ Paid _____
Resolution Finding Substantial Compliance adopted _____,
Date of Public Hearing_____; Notice of Public Hearing Published:_____,
_____, _____, and _____.
Copy of published Notice and Petition For Annexation sent by Registered Mail on _____ to Pueblo County Board of County Commissioners, Pueblo County Attorney, School District _____, Southeastern Water Conservancy District, Pueblo Library District, Other _____ and special district _____.

Upon receipt of this Annexation Information Sheet, Petition For Annexation, 24 prints of the annexation map, and evidence of ownership, the City Clerk will forward copies of the Annexation Information Sheet and Petition for Annexation together with the evidence of ownership and 20 prints of the annexation map to the Director of Land Use and refer the Petition For Annexation to the City Council as a communication.

RECEIVED
APR 04 2025
BY: _____

**CITY OF PUEBLO**
**PETITION FOR ANNEXATION**

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

Pursuant to the Municipal Annexation Act of 1965 and C.R.S. §31-12-107(1) the undersigned landowners within the area proposed for annexation hereby petition the City Council of the City of Pueblo for annexation to the City of Pueblo (herein "City") of the following described unincorporated area located in the County of Pueblo, State of Colorado:

The East Half of Government Lot 1 (Northeast Quarter of the Northeast Quarter) of Section 2, Township 20 South, Range 65 West of the 6th P.M., County of Pueblo, State of Colorado.

As ground for this annexation, Petitioners state:

1. It is desirable and necessary that the area herein described be annexed to the City.

2. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with existing boundaries of the City.

3. This petition for annexation has been signed by persons comprising more that fifty percent (50%) of the landowners in the area proposed to be annexed and owning more than fifty percent (50%) of the area, excluding public street, alleys, and any land owned by the City.

4. A community of interest exists between the area proposed to be annexed and the City.

5. The area proposed to be annexed is urban or will be urbanized in the near future.

6. The area proposed to be annexed is integrated with or is capable of being integrated with the City.

7. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(a) is divided into separate parts or parcels without the written consent of the landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way; or,

(b) comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of $200,000.00 for ad valorem tax purposes for the year preceding the annexation, is included within the territory proposed to be annexed without the written consent of the landowner or landowners.

8. The mailing address of each signer, the legal description of the land owned by each landowner and the date of signing of each signature are shown on this petition.

9. Attached to this petition is the affidavit of the circulator of this petition that each signature hereon is the signature of the person whose name it purports to be.

10. Accompanying this petition are an original and twenty-four (24) prints of an annexation map containing the following information:

(a) A written legal description of the boundaries of the area proposed to be annexed;

(b) A map showing the boundary of the area proposed to be annexed. (Such map shall be prepared by and contain the seal of a Colorado registered engineer or land surveyor);

(c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;

(d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City and the area proposed to be annexed with the dimension of such boundary.

11. The area proposed to be annexed is not presently a part of any incorporated city or town.

12. No part of the area proposed to be annexed is more than three miles in any direction from any point of the boundaries of the City as such was established more than one year before this annexation will take place.

13. As condition of and in consideration of the City annexing the area proposed to be annexed, Petitioners, for themselves and their heirs, personal representatives, successors and assigns:

(a) Waive and release all previously acquired or existing vested property rights attached to or established with respect to the area proposed to be annexed and acknowledge and agree that the annexation of the area proposed to be annexed is

not a site specific development plan and no vested property right shall attach to or be established with respect to the area proposed to be annexed.

(b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services; including, but not limited to sanitary sewer services, to the area proposed to be annexed.

(c) "Vested property right" and "site specific development plan" shall have the same meaning as set forth in Chapter 12 of Title XVII of the 1971 Code of Ordinances of the City and Article 60, Title 24, C.R.S.

14. Petitioners consent and agree to the following conditions:

(a) Petitioners and the City shall enter into an Annexation Agreement prior to the effective date of this annexation.

(b)

(c)

(d)

(e)

WHEREFORE, Petitioners request that the City Council of Pueblo approve the annexation of the above described area to the City of Pueblo (all Petitioners must sign this Petition within 180 days prior to the date of filing with the City Clerk.

| SIGNATURE | MAILING ADDRESS | LEGAL DESCRIPTION | DATE OF SIGNING |
|---|---|---|---|
| Christian Growth Center | 1906 N. Hudson Ave.<br>Pueblo, CO 81001 | N/2 of the E/2 of Gov. Lot 1<br>Sec. 2, T20S, R65W of the 6th<br>P.M., Pueblo County, CO. | 4/4/2025 |
| TEBO PINYON, LLC | P.O. Box T<br>Boulder, CO 80306 | S/2 of the E/2 of Gov. Lot 1<br>Sec. 2, T20S, R65W of the 6th<br>P.M., Pueblo County, CO. | 3/13/25 |

## STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of Christian Growth Center, a, non Profit ministry of Colorado USA, an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is Christian Growth Center Non Profit ministry Colorado USA
(state type of entity and state, country, or other governmental authority under whose laws such entity is formed)

The mailing address for the Entity is 1906 N Hudson Ave. Pueblo CO. 81001

The name or position of the person authorized to execute instruments conveying, encumbering, or other affecting title to real property on behalf of the Entity is: Paul Elder.

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: None
(if no limitations, insert "None")

Other matters concerning the manner in which the Entity deals with any interest in real property are:
(if no other matters, leave this section blank)

EXECUTED this 23 day of May, 2023.

Signature: [signature]

Name (typed or printed): Paul Elder

Title (if any): Pastor

STATE OF Colorado )
) ss.
COUNTY OF Pueblo )

The foregoing instrument was acknowledged before me this 23 day of May, 2023 by Paul Elder, on behalf of Christian Growth Center, Inc., a non profit ministry of Colorado USA.

Witness my hand and official seal.

My commission expires: Feb. 13, 2026

[SEAL]

KALYSTA JEAN DJURIC-UPTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044041662
MY COMMISSION EXPIRES FEBRUARY 13, 2026

Kalysta Djuric-Upton
Notary Public

DPW 116
02/07/02

**Official Records of Pueblo County Clerk & Recorder 2303390**
**02/01/2023 02:40:55 PM Page 1 of 1**
**Statement Of Authority R: $13.00 D: $0.00 Candace Rivera**

FNTC

# STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity[1] named Tebo Pinyon, LLC, a Colorado Limited Liability Company, and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
2. The type of entity is a:

| | |
|---|---|
| ☐ Corporation | ☐ Registered Limited Liability Partnership |
| ☐ Nonprofit Corporation | ☐ Registered Limited Liability Limited Partnership |
| ☑ Limited Liability Company | ☐ Limited Partnership Association |
| ☐ General Partnership | ☐ Government or Governmental Subdivision or Agency |
| ☐ Limited Partnership | ☐ Trust |

☐ _____

3. The entity is formed under the laws of Colorado.
4. The mailing address for the entity is PO Box T, Boulder, CO 80306.
5. The ☑ name ☐ position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is: Joe Cleghorn, Manager and/or Stephen D. Tebo, Manager.
6. [2]The authority of the foregoing person(s) to bind the entity is ☑ not limited ☐ limited as follows:

_____

7. Other matters concerning the manner in which the entity deals with interests in real property:

_____

8. The Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
9. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of this entity.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Tebo Pinyon, LLC, a Colorado Limited Liability Company

BY: _____
Joe Cleghorn, Manager

STATE OF COLORADO
COUNTY OF Boulder

The foregoing instrument was acknowledged before me this 31st day of January, 2023, by Joe Cleghorn, Manager, of Tebo Pinyon, LLC, a Colorado Limited Liability Company, a Limited Liability Company.

_____
Notary Public
My Commission Expires: 9/13/25

(SEAL)

JESSICA MARIE FRANICH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144042736
MY COMMISSION EXPIRES SEPTEMBER 13, 2025

[1]This form should not be used unless the entity is capable of holding title to real property.
[2]The absence of any limitation shall be prima facie evidence that no such limitation exists. The statement of authority must be recorded to obtain the benefits of the statute.

## CIRCULATOR'S OATH

STATE OF COLORADO )
) ss.
COUNTY OF PUEBLO )

The undersigned of lawful age being first duly sworn upon oath deposes and states that I circulated the foregoing Petition For Annexation and that each signature therein is the signature of the person whose name it purports to be.

Julie Troutt
Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of Pueblo, State of Colorado, this 4th day of April, 2025, By Julie Troutt.

Witness my hand and official seal.
My commission expires: Feb. 13, 2026.

(SEAL)
KALYSTA JEAN DJURIC-UPTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044041662
MY COMMISSION EXPIRES FEBRUARY 13, 2026

Kalysta Jean Djuric-Upton
Notary Public (or official title)

# *QUARTZ ROAD ANNEXATION*

## Annexation to the City of Pueblo
## In a Portion of the Northeast Quarter of Section 2, Township 20 South, Range 65 West of the 6th P.M., County of Pueblo, State of Colorado

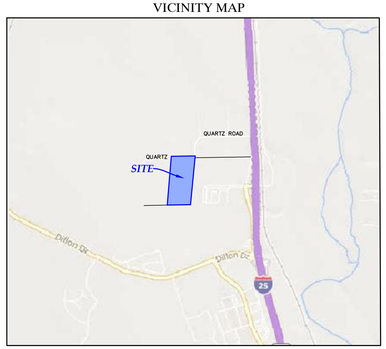
N

SCALE: 1"=100'

0' 50' 100' 200'

- Found No. 4 rebar w/yellow plastic cap #22101 unless noted otherwise
- No. 6 rebar w/aluminum cap #38529
- Found monument as noted
- Existing City Limits Line
- New City Limits Line
- Area to be Annexed into City

VICINITY MAP




Not to Scale

ANNEXATION PARCEL:

The South 1/2 of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 and the North 1/2 of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 20 South, Range 65 West of the 6th Principal Meridian, County of Pueblo, State of Colorado.

The above described parcel of land contains 20.17 Acres more or less.

PROPOSED NEW CITY LIMIT LINE:

A line located in a portion of Section 2, Township 20 South, Range 65 West of the 6th P.M., County of Pueblo, State of Colorado, and being more particularly described as follows:

BEGINNING at the Southwest corner of the East Half of Government Lot 1, N 04° 40' 43" E, a distance of 1354.12 feet to the Northwest corner of the East Half of Government Lot 1; THENCE N 89° 03' 49" E along the north line of said Section 2, a distance of 661.27 feet to the Northeast corner of said Section 2; THENCE S 05° 26' 23" W along the easterly line of said Section 2, a distance of 49.10 feet to the Northwest corner of Pinion Ridge Commercial Center as recorded under Reception No. 1795379 of the Pueblo County records, said Northwest corner being the POINT OF TERMINUS.

SURVEYOR'S CERTIFICATE

I, Julie N. Troutt, a professional land surveyor registered in the State of Colorado, hereby certify that this plat and the related descriptions were prepared under my responsible charge in March, 2023.

Julie N. Troutt
Professional Land Surveyor #38529

Basis of Bearings: The north line of the Government Lot 1 of Section 2 bears N89°03'49"E, being monumented on the west end by a No. 6 rebar with aluminum cap #22101 and at the Northeast corner by a 1" pipe. Bearings shown hereon are grid bearings of the Colorado State Plane Coordinate System, South Zone, NAD 83.

The property hereon described is the same as the pertinent property as described in Fidelity National Title Insurance Company - Title Report No's. 320-F01922-23 and 320-F01923-23, having an effective date of February 1, 2023 at 8:00 A.M.

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of certification shown hereon.

| DATE | REVISION DESCRIPTION | BY |
|---|---|---|
| | | |
| | | |
| | | |
| | | |


Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169


D:\Civil 3D Projects\Surveys\2023\S23-10 QUARTZ ANNEX.dwg

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** April 28, 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: A RESOLUTION AUTHORIZING THE PUEBLO URBAN RENEWAL AUTHORITY TO CONDUCT THE APPROPRIATE STUDIES REQUIRED TO DETERMINE WHETHER THE AREA SURROUNDING COLORADO STATE UNIVERSITY PUEBLO IS A SLUM, BLIGHTED AREA, OR A COMBINATION THEREOF, AND TO NOTIFY OWNERS OF PROPERTY IN THE AREA SUBJECT OF SUCH STUDIES

## SUMMARY:

This Resolution authorizes the Pueblo Urban Renewal Authority (PURA) to conduct a study or studies required to identify blighting factors in the area surrounding CSU Pueblo shown in the map attached as exhibit.

## PREVIOUS COUNCIL ACTION:

CSU Pueblo presented the proposed project and feasibility study to City Council on 10th day of March 2025.

## BACKGROUND:

PURA was identified as a potential financing mechanism to facilitate the CSU Pueblo project.

## FINANCIAL IMPLICATIONS:

None.

## BOARD/COMMISSION RECOMMENDATION:

The PURA Board of Commissioners recommend approval of this Resolution. A resolution was authorized on the 8th day of April 2025.

## STAKEHOLDER PROCESS:

PURA will work with CSU Pueblo and all public bodies that levy ad valorem property tax in the area of the study pursuant to the Colorado Revised Statutes.

**ALTERNATIVES:**

The attached Resolution is the first necessary step to enlist the assistance of PURA in revitalizing the area surrounding CSU Pueblo as shown in the map attached as exhibit. A “no action” alternative would prevent PURA’s involvement in the revitalization process.

**RECOMMENDATION:**

Approval of this Resolution.

**ATTACHMENTS:**

1. Proposed study area feasibility study with project area map
2. PURA Resolution request for authorization to conduct the studies

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE PUEBLO URBAN RENEWAL AUTHORITY TO CONDUCT THE APPROPRIATE STUDIES REQUIRED TO DETERMINE WHETHER THE AREA SURROUNDING COLORADO STATE UNIVERSITY PUEBLO IS A SLUM, BLIGHTED AREA, OR A COMBINATION THEREOF, AND TO NOTIFY OWNERS OF PROPERTY IN THE AREA SUBJECT OF SUCH STUDIES

WHEREAS, Representatives of CSU Pueblo, have met with the Pueblo Urban Renewal Authority "the Authority" Board to discuss the feasibility study regarding the CSU Pueblo project on the 14th day of January 2025; and

WHEREAS, Representatives of CSU Pueblo, have met with the City Council to discuss the feasibility study regarding the CSU Pueblo project on the 10th day of March 2025; and

WHEREAS, the Authority Board approved a resolution in support of the CSU Pueblo project and authorized the request to conduct the appropriate studies required to determine whether the project area shown in the map attached as exhibit is a slum or blighted area; and

WHEREAS, the Authority will conduct a Conditions Survey to assess blighting factors, and make recommendations, if appropriate, for the purposes of considering a redevelopment plan(s) to remove blighting conditions; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Authority is hereby authorized to complete a study to determine if the area surrounding CSU Pueblo is a slum, blighted or combination thereof.

SECTION 2.

Within thirty days of the authorization of the study described in Section 1, the Authority shall notify the owners of property in the area of such study pursuant to Section 31-25-107(1)(b) Colorado Revised Statutes.

SECTION 3.

Within thirty days of the authorization of the study described in Section 1, the Authority shall notify each public body that levies ad valorem property tax in the area of the study.

SECTION 4.

The officers and staff of the Authority are authorized and directed 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: April 28, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

January 14th, 2025

# Campus Development Urban Renewal Plan

Pueblo Urban Renewal Authority

PIONEER DEVELOPMENT COMPANY
we find the way

STRATA
COLORADO STATE UNIVERSITY SYSTEM

COLORADO STATE UNIVERSITY
PUEBLO

# Agenda

PIONEER DEVELOPMENT COMPANY
we find the way

STRATA
COLORADO STATE UNIVERSITY SYSTEM

COLORADO STATE UNIVERSITY
PUEBLO

# Agenda

1. Feasibility Analysis
2. Conceptual Development Plan
3. Public Finance Strategy
4. Urban Renewal Plan Process
5. Discussion

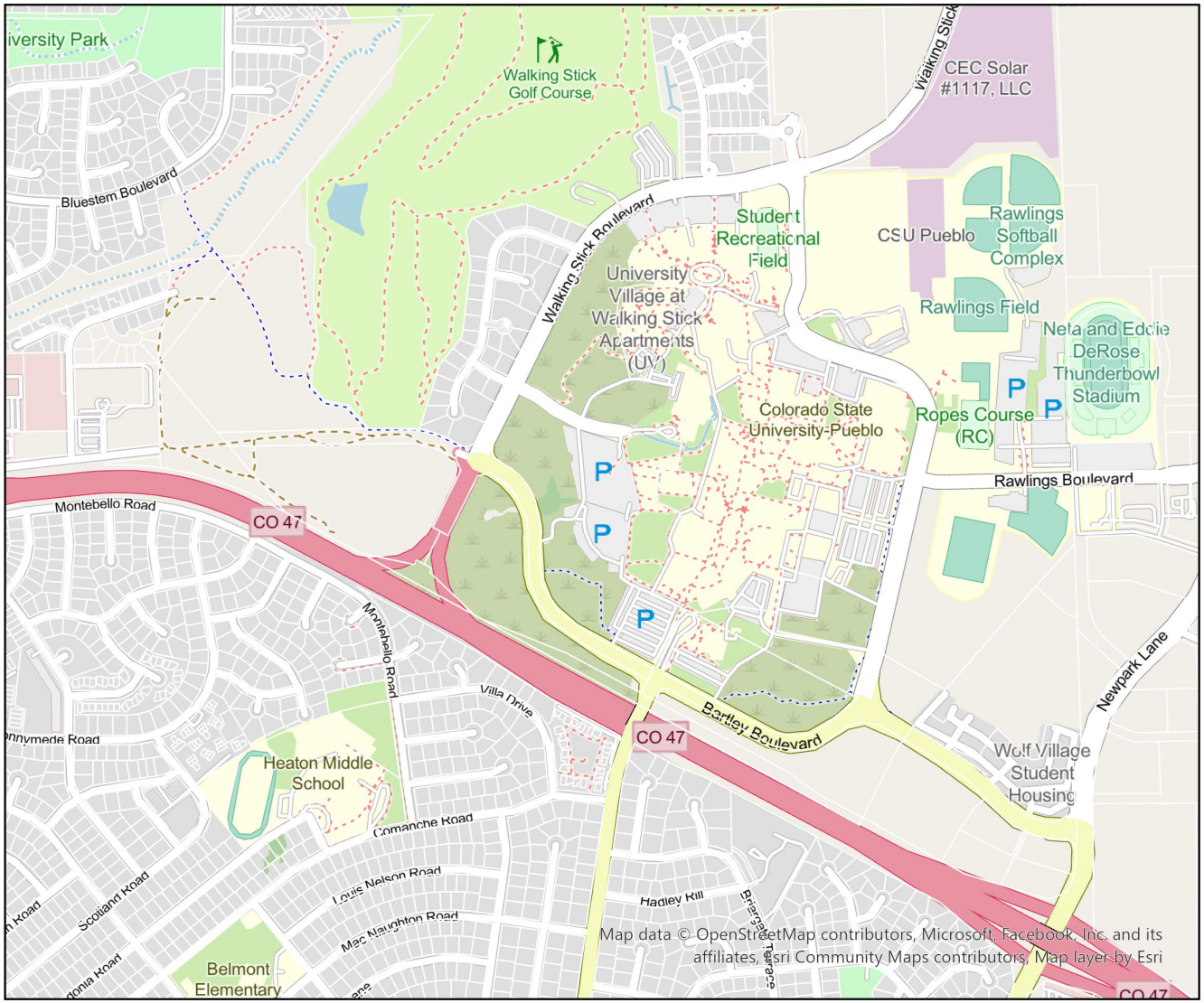
# Campus Development Areas

PIONEER DEVELOPMENT COMPANY
we find the way

STRATA
COLORADO STATE UNIVERSITY SYSTEM

COLORADO STATE UNIVERSITY
PUEBLO

# CSU Pueblo Feasibility Study - Planning Areas Map



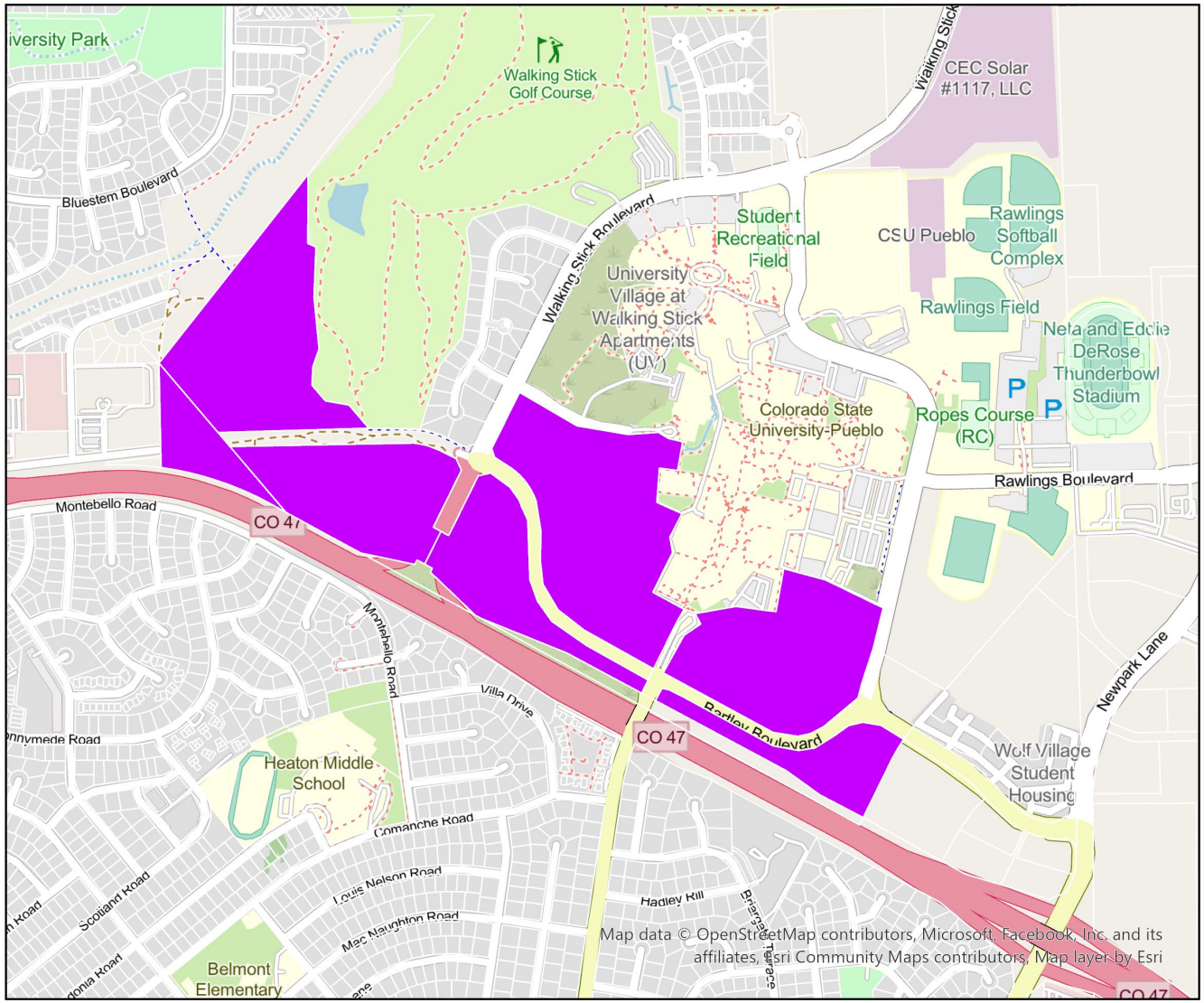

Pueblo Parcels 2023

N

0 0.25 0.5 1 Miles

PIONEER DEVELOPMENT COMPANY

# CSU Pueblo Feasibility Study - Planning Areas Map




CSU Campus Development Project

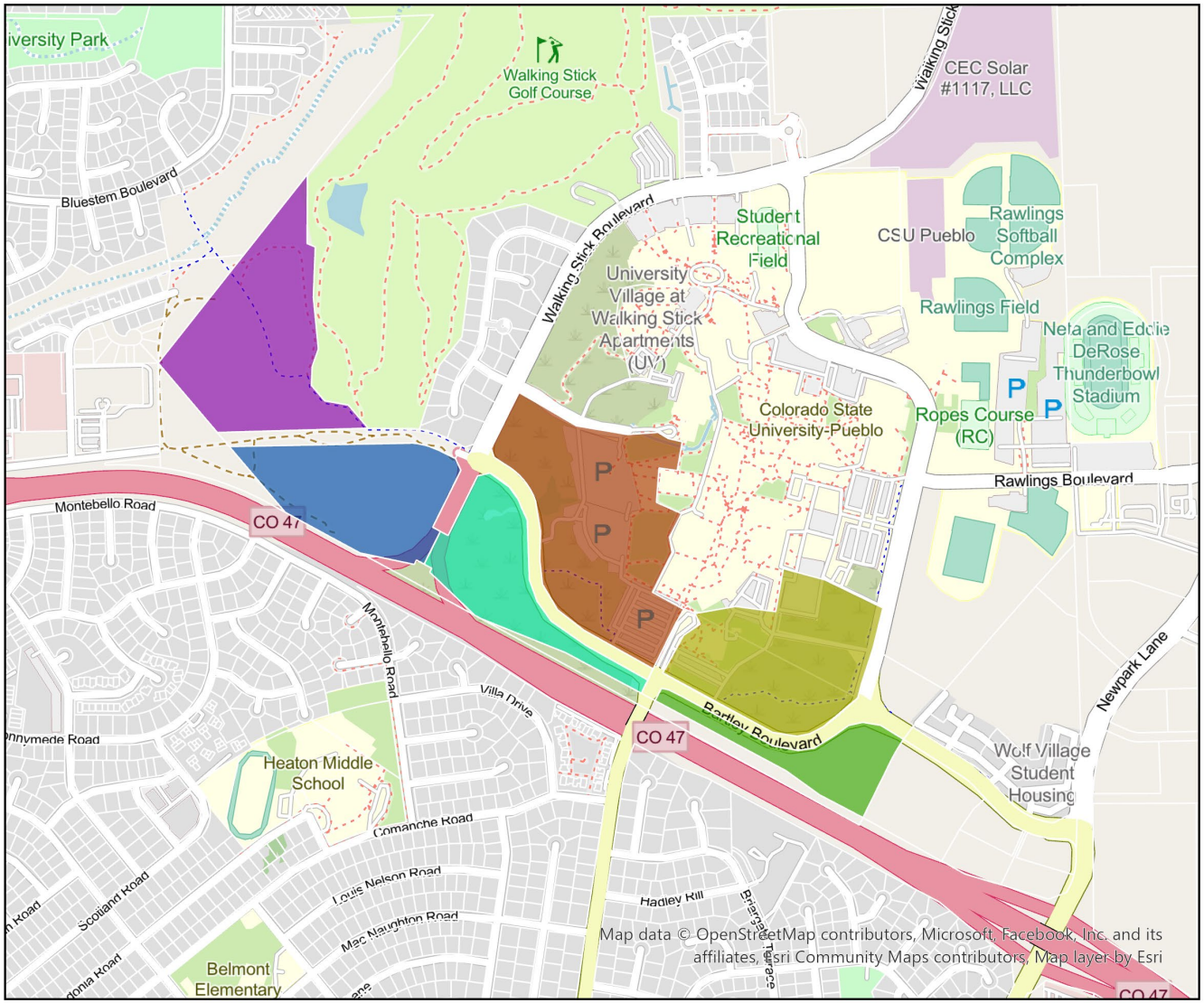
Pueblo Parcels 2023

N

0 0.25 0.5 1 Miles

PIONEER DEVELOPMENT COMPANY

# CSU Pueblo Feasibility Study - Planning Areas Map

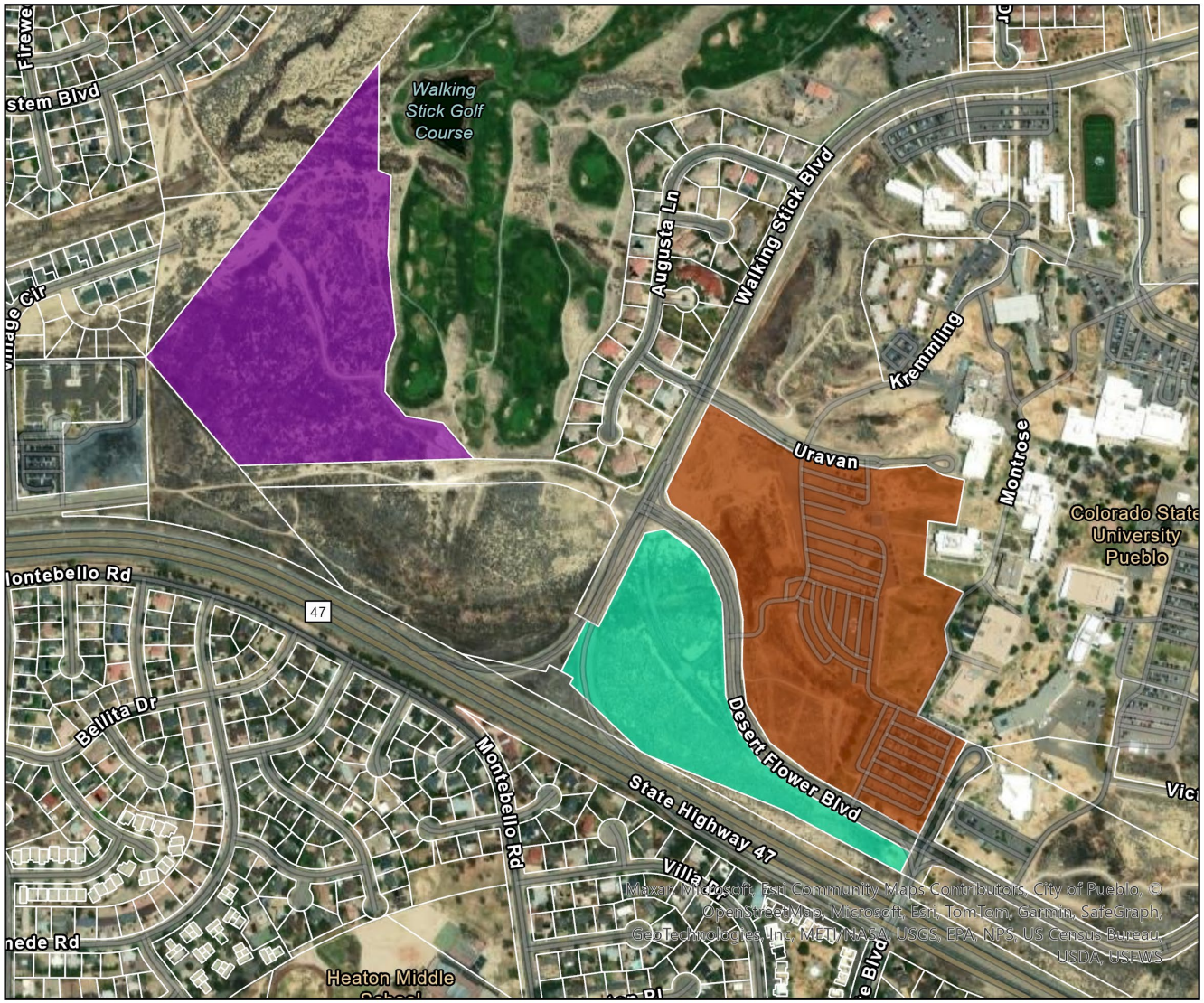


N

0 0.25 0.5 1 Miles

PIONEER DEVELOPMENT COMPANY

# CSU Pueblo Feasibility Study - Development Focus Areas




PA-1 (24 Acres)
PA-3 (29 Acres)
PA-4 (13 Acres)
Pueblo Parcels 2023

N

0 0.13 0.25 0.5 Miles

PIONEER DEVELOPMENT COMPANY

# Market Analysis

PIONEER DEVELOPMENT COMPANY
we find the way

STRATA
COLORADO STATE UNIVERSITY SYSTEM

COLORADO STATE UNIVERSITY
PUEBLO

# Market Analysis

| CSU-Pueblo Market Demand Analysis | | |
|---|---|---|
| **Real Estate Product** | **Demand Range (SF/UNITS)** | |
| | Low End | High End |
| Office | 1,250 | 2,500 |
| Retail | 25,020 | 62,043 |
| Compact Housing Development | 223 | 654 |
| Hotel | 75 | 120 |

# Market Analysis

| CSU-Pueblo Market Demand Analysis | | | |
|---|---|---|---|
| **Real Estate Product** | **Demand Range (SF/UNITS)** | | |
| | Low End | High End | Analyst Estimate |
| Office | 1,250 | 2,500 | 0 sf |
| Retail | 25,020 | 62,043 | 57,250 sf |
| Compact Housing Development | 223 | 654 | 344 units |
| Hotel | 75 | 120 | 115 keys |

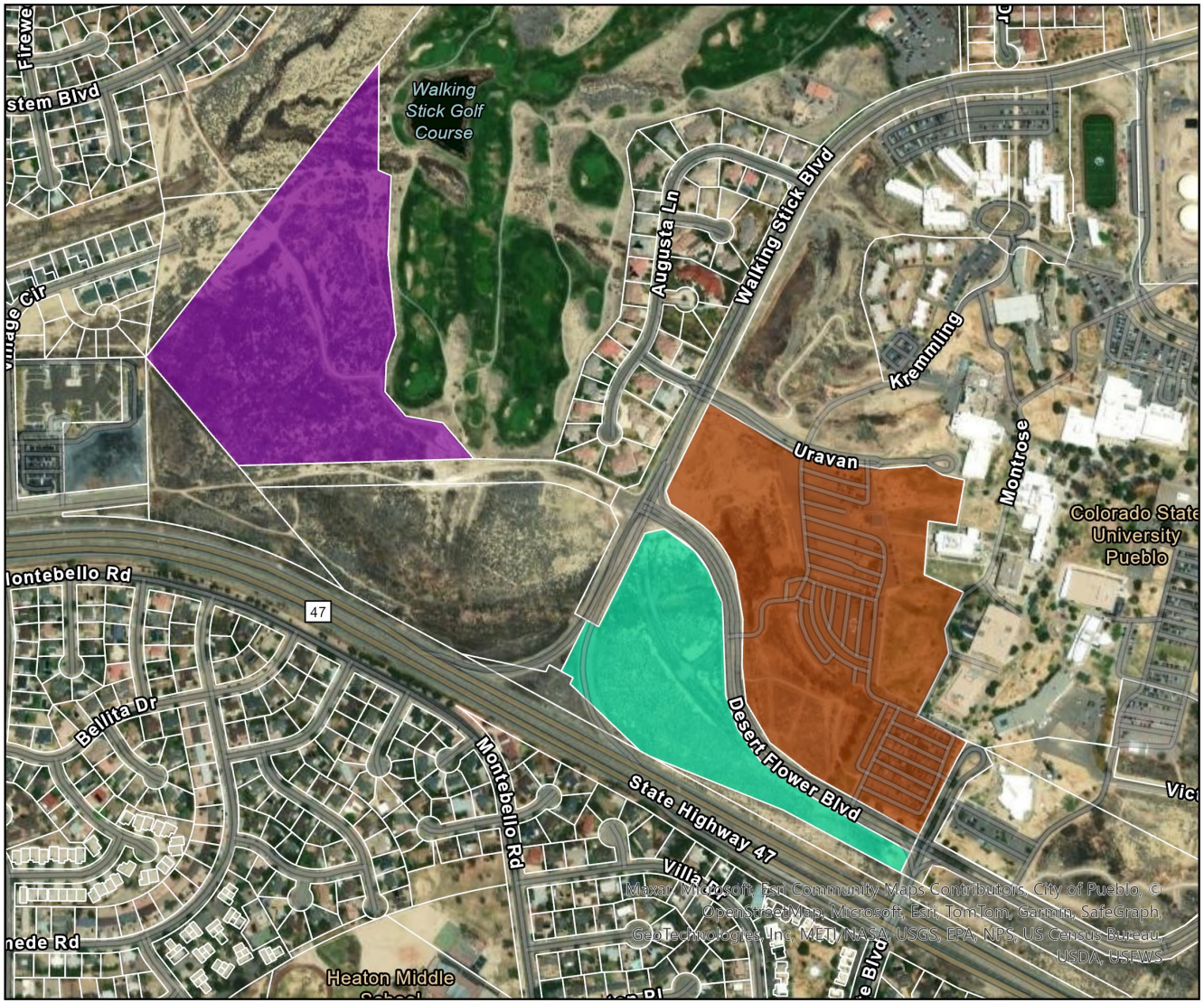
# Conceptual Development Plan

PIONEER DEVELOPMENT COMPANY
we find the way

STRATA
COLORADO STATE UNIVERSITY SYSTEM

COLORADO STATE UNIVERSITY
PUEBLO

# CSU Pueblo Feasibility Study - Development Focus Areas




PA-1 (24 Acres)
PA-3 (29 Acres)
PA-4 (13 Acres)
Pueblo Parcels 2023

N

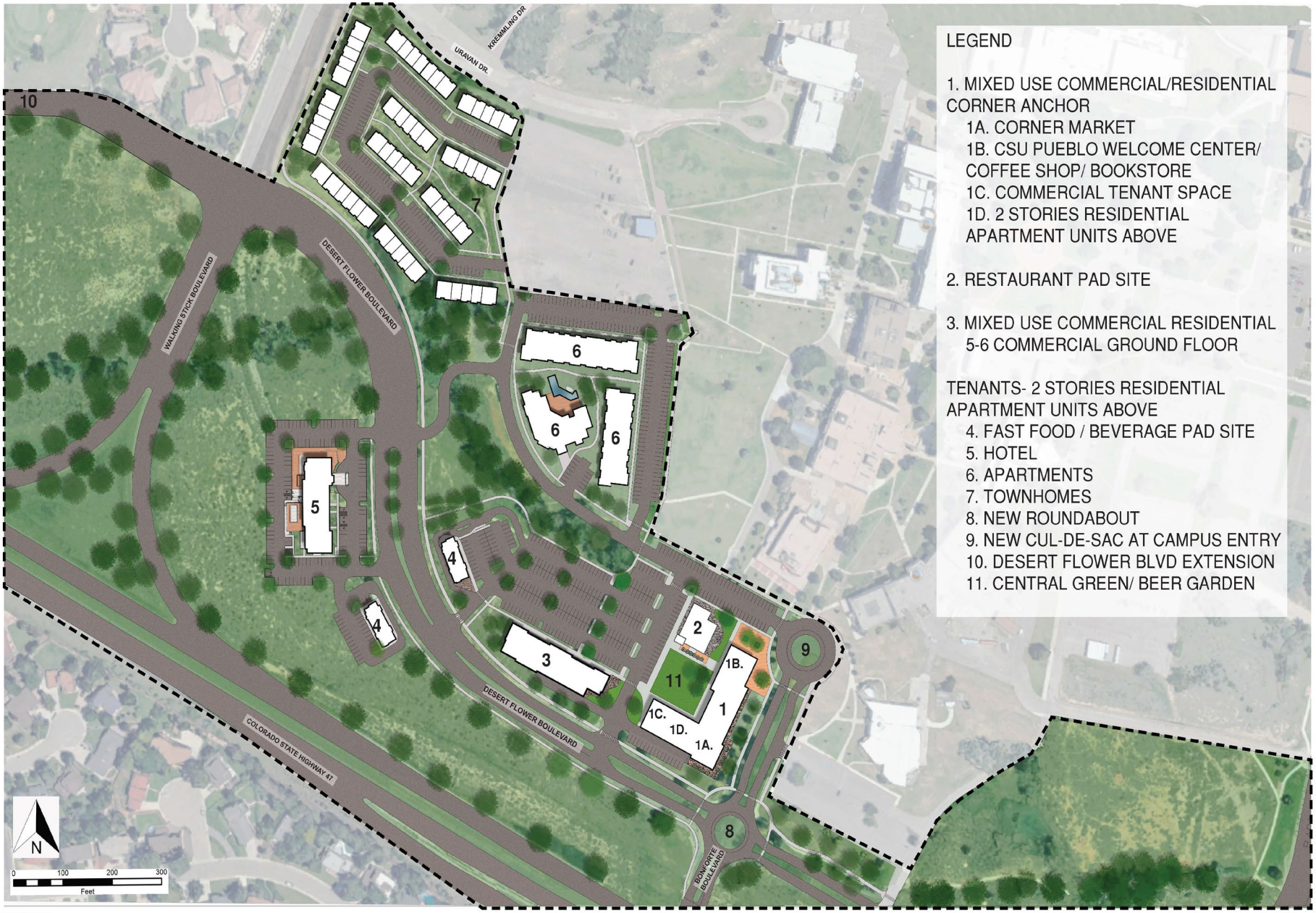
0 0.13 0.25 0.5 Miles

PIONEER DEVELOPMENT COMPANY

# CSU Pueblo Campus Development Feasibility Study

## Site Plan (1:200)

November 2024




# CSU Pueblo Conceptual Master Plan

## Public Private Partnership Development Opportunities

November 2024

1A Corner Market (Residential Apartments above)

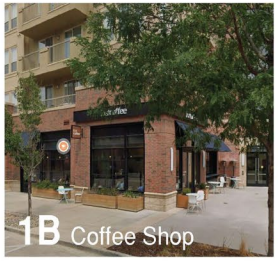
2 Restaurant

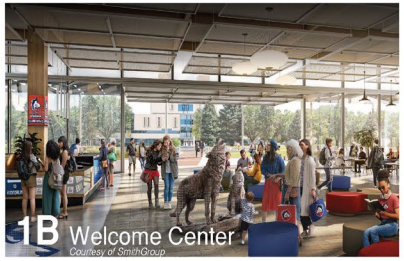
6 Apartments

7 Townhomes
Vistas at Villa Bella, Pueblo

8 New Roundabout

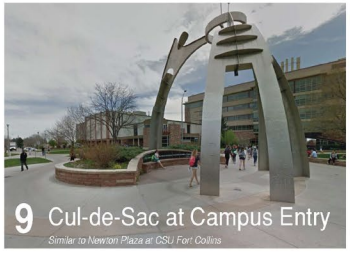
Signage and landscape opportunity


1B Coffee Shop


1B Welcome Center
Courtesy of SmithGroup

4 Fast Food

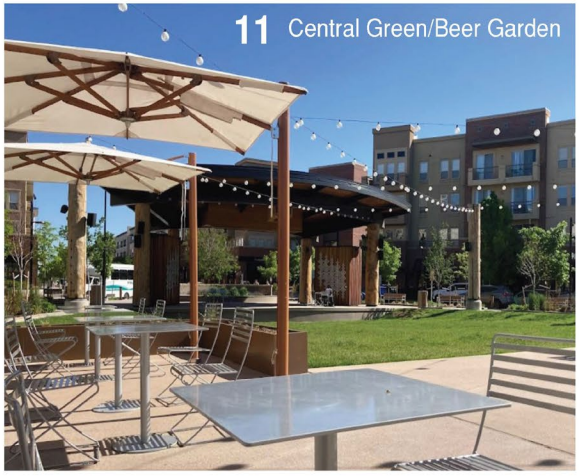
4 Drive-Through Beverage


9 Cul-de-Sac at Campus Entry
Similar to Newton Plaza at CSU Fort Collins

Sculptural opportunity at cul-de-sac

3 Mixed Use Commercial & Residential

5 Hotel


11 Central Green/Beer Garden

# CSU Pueblo Conceptual Master Plan

## Public Private Partnership Development Opportunities

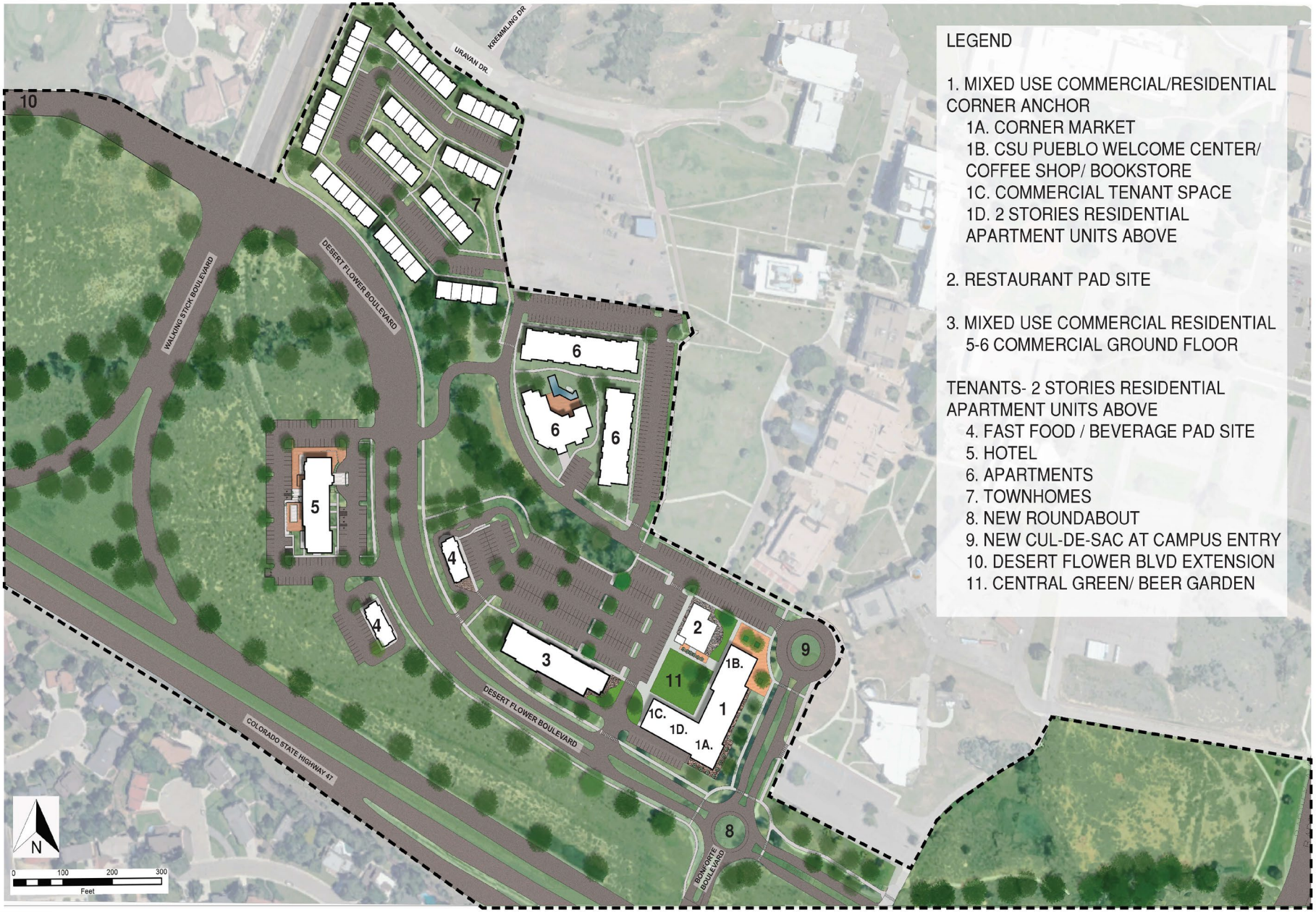
November 2024

# Infrastructure Costs

PIONEER DEVELOPMENT COMPANY
we find the way

STRATA
COLORADO STATE UNIVERSITY SYSTEM

COLORADO STATE UNIVERSITY
PUEBLO




# CSU Pueblo Conceptual Master Plan

## Public Private Partnership Development Opportunities

November 2024

# Campus Development Cost Estimate

| Engineer's Opinion of Probable Cost | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | Length (FT) | | 2,400.00 |
| Conceptual Planning | | | | Description/Classification | | Local Road |
| | | | | *Estimated Cost* | | |
| ITEM | DESCRIPTION | DETAIL (SIZES, TYPES, ETC) | QTY | UNITS | $ / UNIT | Total Cost |
| 1 | Mobilization (10%) | | 1 | Lump Sum | $61,336 | $61,336 |
| 2 | Traffic Control (1%) | | 1 | Lump Sum | $6,134 | $6,134 |
| 3 | Clearing & Grubbing | | 1.30 | Acres | $5,000 | $6,500 |
| 4 | Excavation (Unclassified) | | 2,933 | Cubic Yds | $10 | $29,333 |
| 5 | Embankment (Compacted in Place) | | 2,933 | Cubic Yds | $10 | $29,333 |
| 6 | Subgrade Prep | | 8,800 | Square Yds | $2 | $13,200 |
| 7 | 3/4-inch Minus Aggregate Base Course (Class 6) | | 3,049 | Tons | $40 | $121,968 |
| 8 | 3-inch Minus Aggergate Base Course (Class 2) | | 3,388 | Tons | $36 | $121,968 |
| 9 | HBP (Asphalt) | | 2,079 | Tons | $140 | $291,060 |
| 10 | Concrete Sidewalk (4-in) | | 1,350 | SY | $100 | $135,000 |
| 11 | Water Main | | 4,460 | LFT of Roadway | $196 | $874,160 |
| 12 | Sewer Main | | 2,000 | LFT of Roadway | $154 | $308,000 |
| 13 | Dry Utilities (Electric/Fiber/ Gas) | | 2,400 | LFT of Roadway | $106 | $254,400 |
| 14 | Drainage Improvements | | 2,400 | LFT of Roadway | $100 | $240,000 |
| 15 | Signage and Striping | | 1 | Lump Sum | $6,134 | $6,134 |
| 16 | Roundabout | | 2 | Lump Sum | $330,000 | $660,000 |
| 17 | Topsoil, Seeding, Mulching, Stormwater Management (5%) | | 1 | Lump Sum | $30,668 | $30,668 |
| 18 | Landscape (Street tracks/Median/etc) (10%) | | 1 | Lump Sum | $61,336 | $61,336 |
| 19 | Entitlement, Engineering, Staking, Construction Administration (15%) | | 1 | Lump Sum | $92,004 | $92,004 |
| Sub-Total | | | | | | $3,342,535 |
| 20% Contingency | | | | | | $668,507 |
| **Total** | | | | | | **$4,011,042** |

# Desert Flower Blvd Extension Cost Estimate

| Engineer's Opinion of Probable Cost | | | | | | |
|---|---|---|---|---|---|---|
| **Arterial (Desert Flower)** | | | | | | |
| | | | | | | |
| | | | | **Length (FT)** | | **2000.00** |
| **Conceptual Planning** | | | | **Descrip/Classification** | | **Desert Flower Ext.** |
| | | | *Estimated Cost* | | | |
| **ITEM** | **DESCRIPTION** | **DETAIL (SIZES, TYPES, ETC)** | **QTY** | **UNITS** | **$ / UNIT** | **Total Cost** |
| 1 | Mobilization (10%) | | 1 | Lump Sum | $109,233 | $109,233 |
| 2 | Traffic Control (1%) | | 1 | Lump Sum | $10,923 | $10,923 |
| 3 | Clearing & Grubbing | | 2.30 | Acres | $5,000 | $11,500 |
| 4 | Excavation (Unclassified) | | 4,519 | Cubic Yds | $10 | $45,185 |
| 5 | Embankment (Compacted in Place) | | 4,519 | Cubic Yds | $10 | $45,185 |
| 6 | Subgrade Prep | | 13,556 | Square Yds | $2 | $20,333 |
| 7 | 3/4-inch Minus Aggregate Base Course (Class 6) | | 4,697 | Tons | $40 | $187,880 |
| 8 | 3-inch Minus Aggergate Base Course (Class 2) | | 6,417 | Tons | $36 | $231,000 |
| 9 | HBP (Asphalt) | | 3,938 | Tons | $140 | $551,250 |
| 10 | Concerete Sidewalk (4-in) | | 2,250 | SY | $100 | $225,000 |
| 11 | Water Main | | 2,000 | LFT of Roadway | $196 | $392,000 |
| 12 | Sewer Main | | 2,000 | LFT of Roadway | $154 | $308,000 |
| 13 | Dry Utilities (Electric/Fiber/ Gas) | | 2,000 | LFT of Roadway | $106 | $212,000 |
| 14 | Drainage Improvements | | 2,000 | LFT of Roadway | $100 | $200,000 |
| 15 | Signage and Striping | | 1 | Lump Sum | $10,923 | $10,923 |
| 16 | Roundabout | | 1 | Lump Sum | $330,000 | $330,000 |
| 17 | Topsoil, Seeding, Mulching, Stormwater Management (5%) | | 1 | Lump Sum | $54,617 | $54,617 |
| 18 | Landscape (Street tracks/Median/etc) (10%) | | 1 | Lump Sum | $109,233 | $109,233 |
| 19 | Entitlement, Engineering, Staking, Construction Administration (15%) | | 1 | Lump Sum | $163,850 | $163,850 |
| Sub-Total | | | | | | $3,218,114 |
| 20% Contingency | | | | | | $643,623 |
| **Total** | | | | | | **$3,861,737** |

# Horizontal Infrastructure Cost Summary

| Horizontal Infrastructure Cost Summary | |
|---|---|
| Campus Infrastructure Total | $4,011,042 |
| Desert Flower Blvd. Extension Total | $3,861,737 |
| **Total Horizontal Infrastructure Estimate** | **$7,872,779** |

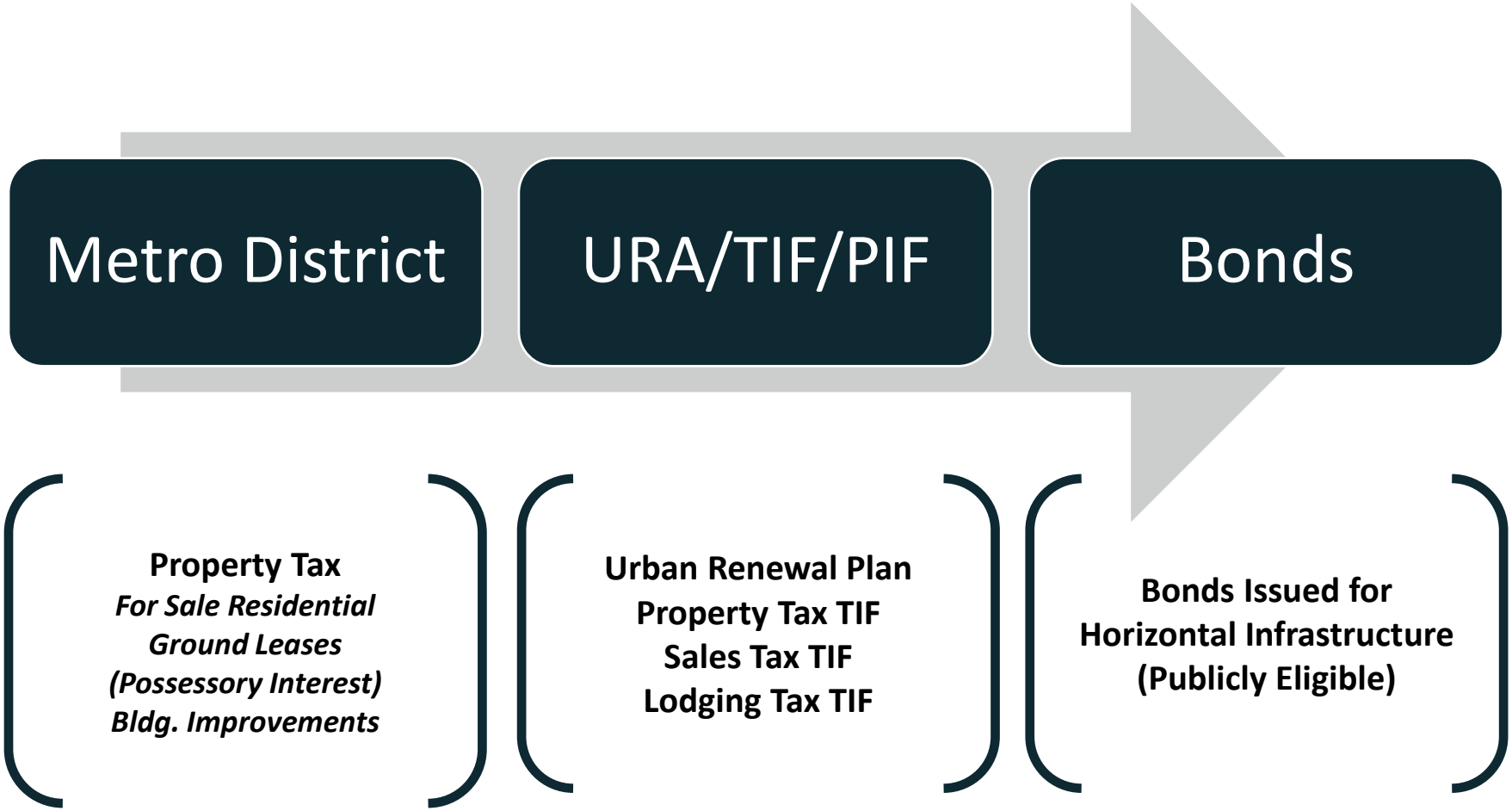
# Public Finance Strategy

PIONEER DEVELOPMENT COMPANY
we find the way

STRATA
COLORADO STATE UNIVERSITY SYSTEM

COLORADO STATE UNIVERSITY
PUEBLO

# Public Finance Strategy



# Public Finance Forecast

| Property Tax Information | | |
|---|---|---|
| Estimated Base Taxable Value | $53,740 | |
| Total New Taxable Real Property Value | $7,564,885 | |
| Total Net Taxable Value | $7,511,145 | |
| | | |
| **URA Tax Increment Financing Estimates** | **Gross** | **Net Present Value** |
| **Total** | **$24,800,000** | **$7,600,000** |
| Property Tax (83% TIF Share) | $11,500,000 | $3,500,000 |
| Sales Tax (Infl. Adj., 100% TIF Share @ 3.5%) | $9,900,000 | $3,200,000 |
| Lodging Tax (Infl. Adj., 100% TIF Share @ 4.3%) | $3,400,000 | $900,000 |
| **Metro District Estimates** | **Gross** | **Net Present Value** |
| **Total** | **$5,000,000** | **$1,050,000** |
| District 1 (Commercial 5 Mills) | $1,000,000 | $150,000 |
| District 2 (Residential 20 Mills) | $4,000,000 | $900,000 |
| **TOTAL PUBLIC FINANCE ESTIMATES** | **Gross** | **Net Present Value** |
| **TOTAL** | **$29,800,000** | **$8,650,000** |
| Property Tax | $16,500,000 | $4,550,000 |
| Sales Tax (Inflation Adj.) | $9,900,000 | $3,200,000 |
| Lodging Tax (Inflation Adj.) | $3,400,000 | $900,000 |
| | | |
| **Public Finance Estimates** | **$29,800,000** | **$8,650,000** |
| | | |
| **GRAND TOTAL** | **$29,800,000** | **$8,650,000** |

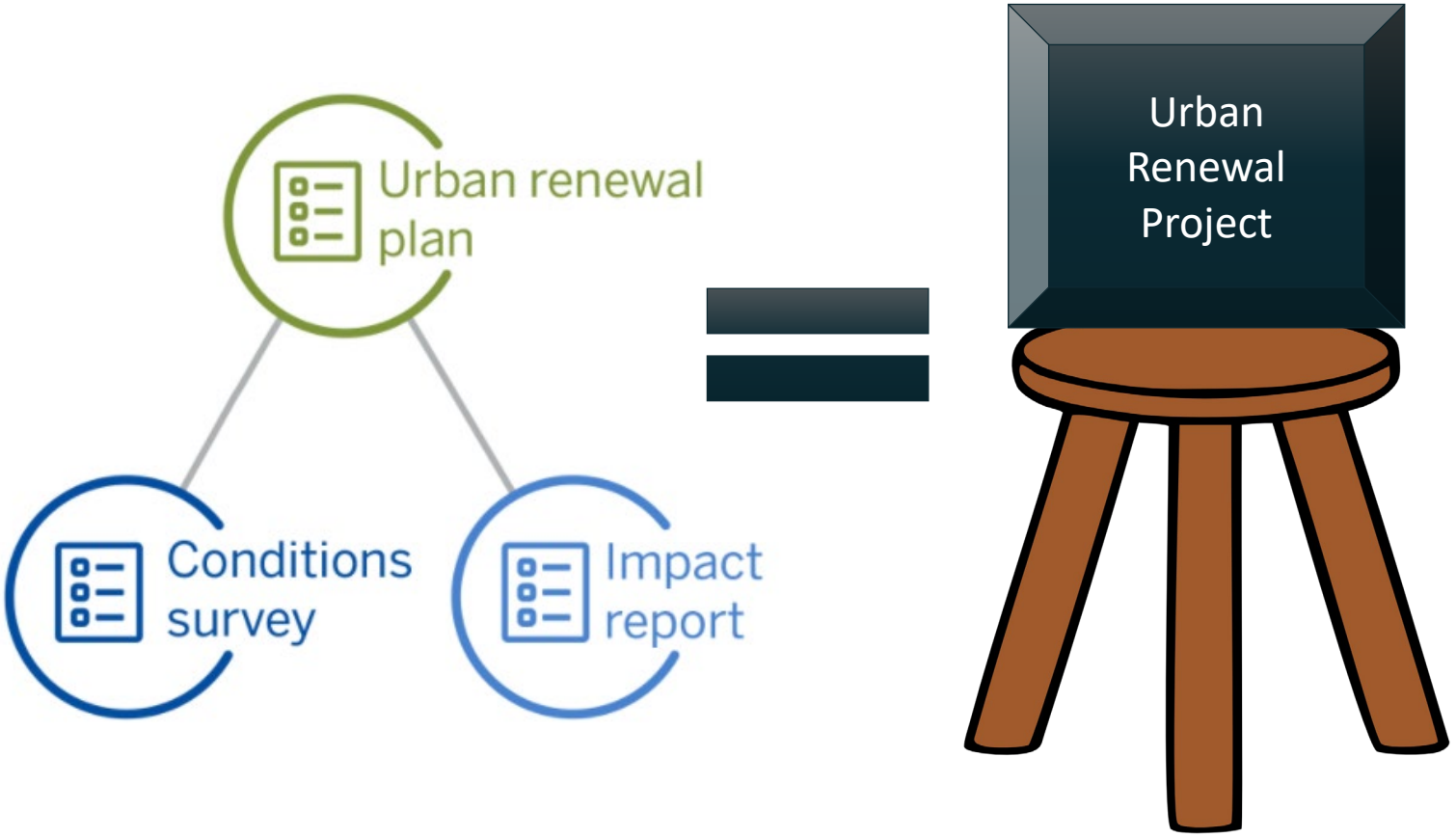
# Urban Renewal Plan Process

PIONEER DEVELOPMENT COMPANY
we find the way

STRATA
COLORADO STATE UNIVERSITY SYSTEM

COLORADO STATE UNIVERSITY
PUEBLO

# Urban Renewal Plan Process



# CSU Pueblo Feasibility Study - Existing Conditions

N

0 0.13 0.25 0.5 Miles

PIONEER DEVELOPMENT COMPANY

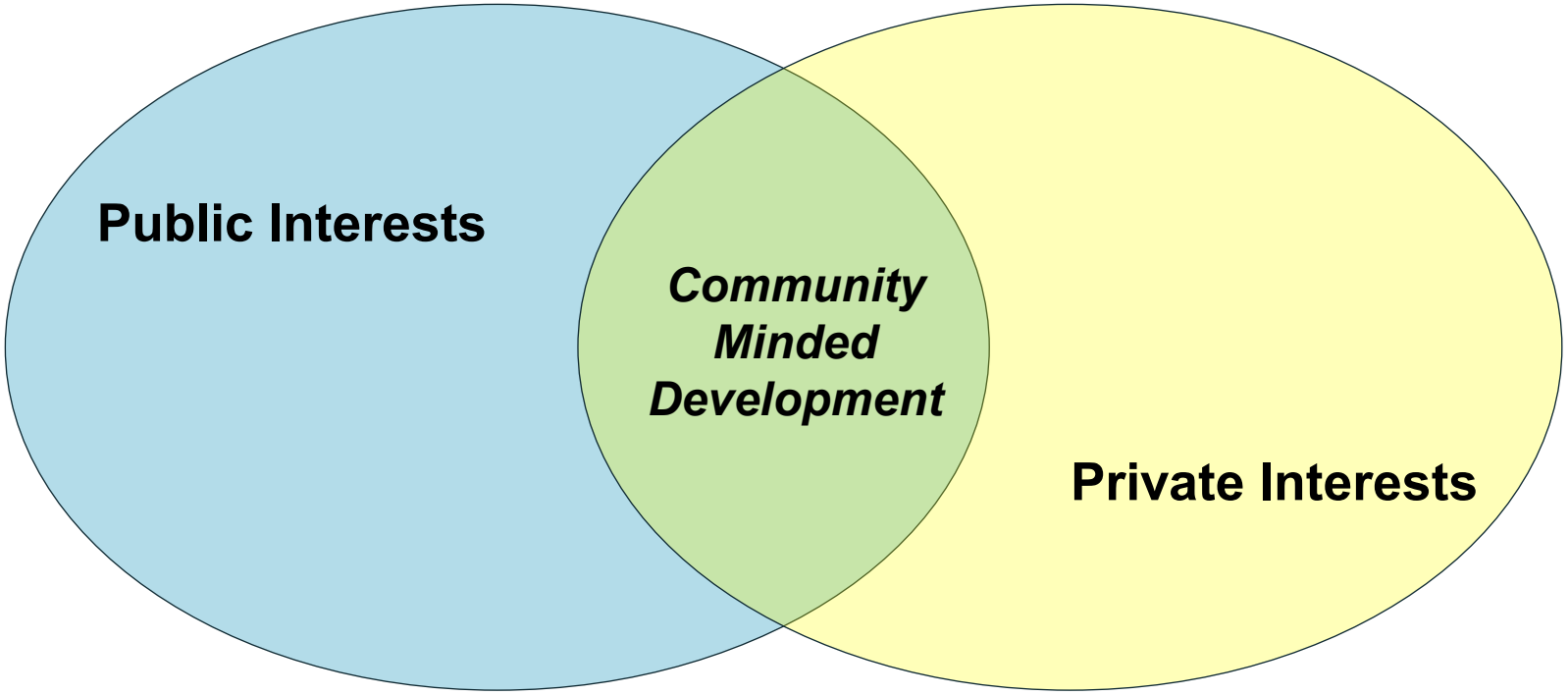
# Conditions Survey – Blighting Factors

| Conditions Survey – Statutorily Defined Blighting Factors | |
|---|---|
| **Blighted Area Factor #**<br>**(C.R.S. 31-25-103.2 List Label)** | **Definition** |
| **Factor 1 (a)** | **Slum, Deteriorated, or Deteriorating Structures.** |
| **Factor 2 (b)** | **Predominance of Defective or Inadequate Street Layout** |
| **Factor 3 (c)** | **Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness** |
| **Factor 4 (d)** | Unsanitary or Unsafe Conditions |
| **Factor 5 (e)** | Deterioration of Site or Other Improvements |
| **Factor 6 (f)** | **Unusual Topography or Inadequate Public Improvements or Utilities** |
| **Factor 7 (g)** | Defective or Unusual Conditions Rendering the Title Non-Marketable |
| **Factor 8 (h)** | The Existence of Conditions that Endanger Life or Property by Fire or Other Causes. |
| **Factor 9 (i)** | Buildings that are Unsafe or Unhealthy for Persons to Live or Work in Because of Building Code Violations, Dilapidation, Deterioration, Defective Design, Physical Construction, or Faulty or Inadequate Facilities. |
| **Factor 10 (j)** | Environmental Contamination of Buildings or Property. |
| **Factor 11 (k.5)** | **The Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements** |

# Impact Report - Public Finance Forecast

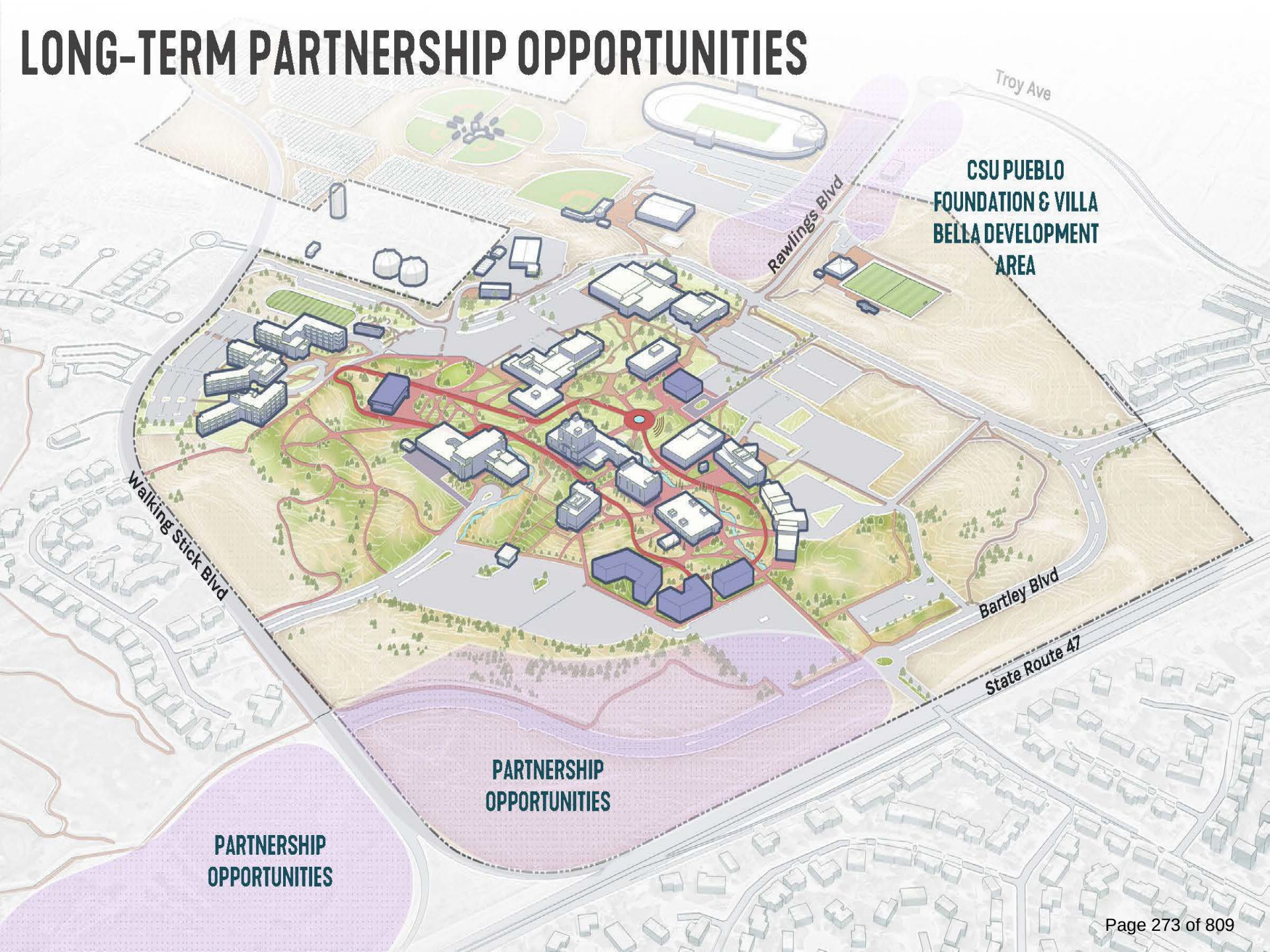
| Property Tax Information | | |
|---|---|---|
| Estimated Base Taxable Value | $53,740 | |
| Total New Taxable Real Property Value | $7,564,885 | |
| Total Net Taxable Value | $7,511,145 | |
| | | |
| **URA Tax Increment Financing Estimates** | **Gross** | **Net Present Value** |
| **Total** | **$24,800,000** | **$7,600,000** |
| Property Tax (83% TIF Share) | $11,500,000 | $3,500,000 |
| Sales Tax (Infl. Adj., 100% TIF Share @ 3.5%) | $9,900,000 | $3,200,000 |
| Lodging Tax (Infl. Adj., 100% TIF Share @ 4.3%) | $3,400,000 | $900,000 |
| **Metro District Estimates** | **Gross** | **Net Present Value** |
| **Total** | **$5,000,000** | **$1,050,000** |
| District 1 (Commercial 5 Mills) | $1,000,000 | $150,000 |
| District 2 (Residential 20 Mills) | $4,000,000 | $900,000 |
| **TOTAL PUBLIC FINANCE ESTIMATES** | **Gross** | **Net Present Value** |
| **TOTAL** | **$29,800,000** | **$8,650,000** |
| Property Tax | $16,500,000 | $4,550,000 |
| Sales Tax (Inflation Adj.) | $9,900,000 | $3,200,000 |
| Lodging Tax (Inflation Adj.) | $3,400,000 | $900,000 |
| | | |
| **Public Finance Estimates** | **$29,800,000** | **$8,650,000** |
| | | |
| | | |
| **GRAND TOTAL** | **$29,800,000** | **$8,650,000** |

# Urban Renewal Plan Document




**<u>Community Minded Development</u>**:
(where market demands align with community needs)

# LONG-TERM PARTNERSHIP OPPORTUNITIES



# Next Steps

1. PURA Partnership Support
2. URA Plan Formation Documents:
   - Conditions Survey
   - Impact Report
   - URA Plan Document
3. TIF Revenue Sharing Agreements
4. 2025 URA Plan Formation

# Discussion

PIONEER DEVELOPMENT COMPANY
we find the way

STRATA
COLORADO STATE UNIVERSITY SYSTEM

COLORADO STATE UNIVERSITY
PUEBLO

PUEBLO URBAN RENEWAL AUTHORITY

## TITLE

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, AUTHORIZING THE REQUEST TO THE CITY OF PUEBLO TO CONDUCT THE APPROPRIATE STUDIES REQUIRED TO DETERMINE WHETHER THE AREA SURROUNDING COLORADO STATE UNIVERSITY PUEBLO IS A SLUM, BLIGHTED AREA OR A COMBINATION THEREOF.

## RECOMMENDATION

Approve Resolution 2025-15 at the April 8, 2025, regular meeting of the PURA Board of Commissioners.

## BACKGROUND

This resolution will direct PURA staff to submit a resolution to the Pueblo City Council to request authorization to conduct the necessary studies to determine whether the area surrounding Colorado State University Pueblo is a slum or blighted area.

## FINANCIAL IMPACT

Cost to complete the studies will be required if the Pueblo City Council approves the authorization.

RESOLUTION NO. 2025-15

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, AUTHORIZING THE REQUEST TO THE CITY OF PUEBLO TO CONDUCT THE APPROPRIATE STUDIES REQUIRED TO DETERMINE WHETHER THE AREA SURROUNDING COLORADO STATE UNIVERSITY PUEBLO IS A SLUM, BLIGHTED AREA OR A COMBINATION THEREOF.

WHEREAS, Colorado State University Pueblo has presented feasibility studies to the PURA Board on January 14, 2025 and,

WHEREAS, the project is not located in an existing Pueblo Urban Renewal Area,

WHEREAS, it is agreed that this project will be beneficial to PURA and the Pueblo Community; and,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PUEBLO URBAN RENEWAL AUTHORITY, COLORADO, THAT:

PURA staff are hereby instructed to submit a resolution to the Pueblo City Council requesting authorization to conduct the necessary studies to determine whether the area surrounding Colorado State University Pueblo is a slum or blighted area.

Adopted this 8th day of April 2025.

APPROVED: _____
Chairperson,
Pueblo Urban Renewal Authority

ATTEST:

_____
Secretary,
Pueblo Urban Renewal Authority

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** April 28, 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 ESTABLISHING A NEW PROJECT ACCOUNT HU2501 - CONCRETE IMPVMTS - W 6TH ST; TRANSFERRING FUNDS IN THE AMOUNT OF $115,600.00 FROM HUAN01 - STREET RESURFACING AND DEPOSITING AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT ACCOUNT HU2501; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $100,522.90 TO DOUG VAUGHN, LLC FOR PROJECT NO. 25-037, CONCRETE IMPROVEMENTS - WEST 6TH STREET, SETTING FORTH $15,077.10 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

## SUMMARY:

Attached is a resolution awarding a Construction Contract to Doug Vaughn, LLC for Project No. 25-037 Concrete Improvements - West 6th Street.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

This project will consist of concrete curb ramp improvements on West 6th Street from I-25 to Greenwood Street. This Resolution awards the construction contract to Doug Vaughn, LLC. It also establishes a new Project Account HU2501 - Concrete Impvmts - W 6th St and transfers project funds from Project Account HUAN01 - Street Resurfacing into said account.

## FINANCIAL IMPLICATIONS:

Funds in the amount of $115,600.00 will be transferred from Project Account HUAN01, Street Resurfacing into Project Account HU2501 - Concrete Impvmts - W 6th St. Funds in the amount of $115,600.00 (covering construction and contingencies) shall be paid

from HU2501.

**BOARD/COMMISSION RECOMMENDATION**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Denial of this resolution will prevent the transfer of funds and cancel the project.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 25-037 Bid Summary

RESOLUTION NO.

A RESOLUTION ESTABLISHING A NEW PROJECT ACCOUNT HU2501 - CONCRETE IMPVMTS - W 6TH ST; TRANSFERRING FUNDS IN THE AMOUNT OF $115,600.00 FROM HUAN01 - STREET RESURFACING AND DEPOSITING AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT ACCOUNT HU2501; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $100,522.90 TO DOUG VAUGHN, LLC FOR PROJECT NO. 25-037, CONCRETE IMPROVEMENTS - WEST 6TH STREET, SETTING FORTH $15,077.10 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for 25-037 Concrete Improvements - West 6th Street have been received and examined; and,

WHEREAS, the proposal of Doug Vaughn, LLC was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-037 Concrete Improvements - West 6th Street to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project Account HU2501 - Concrete Impvmts - W 6th St is hereby established.

SECTION 2.

Funds in the amount of $115,600.00 are hereby transferred from Project Account HUAN01 - Street Resurfacing and deposited and budgeted and appropriated into Project Account HU2501 - Concrete Impvmts - W 6th St.

SECTION 3.

The City Council authorizes Project No. 25-037 Concrete Improvements - West 6th Street to be performed, and the contract for said project is hereby awarded to Doug Vaughn, LLC in the amount of $100,522.90.

SECTION 4.

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 5.

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……$15,077.10

SECTION 6.

Funds in the amount of $115,600.00, for the contract and contingencies, shall be from account Project HUAN01, Street Resurfacing

SECTION 5.

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

SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 28, 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. 25-037 (HUAN01)

## Concrete Improvements - West 6th Street

RESPONSE DEADLINE: April 17, 2025 at 10:30 am

Report Generated: Thursday, April 17, 2025

### VENDOR TOTALS

| Vendor | Total |
|---|---|
| Doug Vaughn, LLC | $100,522.90 |
| R.D.R Construction | $117,977.54 |
| A 5 Construction | $119,034.00 |
| Cedar Ridge Landscape, Inc | $122,155.50 |
| CARAVEO CONSTRUCTION INC. | $189,357.00 |

## BASE BID

| Base Bid | | | | | A 5 Construction | | CARAVEO CONSTRUCTION INC. | | Cedar Ridge Landscape, Inc | | Doug Vaughn, LLC | | R.D.R Construction | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| X | 1 | REMOVE ASPHALT | 941 | S.F. | $3.00 | $2,823.00 | $3.00 | $2,823.00 | $2.00 | $1,882.00 | $2.50 | $2,352.50 | $1.00 | $941.00 |
| X | 2 | REMOVE CURB AND GUTTER | 325 | L.F. | $5.00 | $1,625.00 | $15.00 | $4,875.00 | $8.00 | $2,600.00 | $5.00 | $1,625.00 | $6.50 | $2,112.50 |
| X | 3 | REMOVE CONCRETE | 3808 | S.F. | $3.50 | $13,328.00 | $3.50 | $13,328.00 | $1.75 | $6,664.00 | $3.00 | $11,424.00 | $1.50 | $5,712.00 |
| X | 4 | REMOVE 7" REINFORCED CONCRETE | 16 | S.F. | $4.00 | $64.00 | $7.00 | $112.00 | $2.50 | $40.00 | $3.00 | $48.00 | $2.50 | $40.00 |
| X | 5 | REMOVE METAL RAILING | 3 | EA | $600.00 | $1,800.00 | $500.00 | $1,500.00 | $100.00 | $300.00 | $100.00 | $300.00 | $50.00 | $150.00 |
| X | 6 | REMOVE BRICK PAVERS | 24 | S.F. | $2.00 | $48.00 | $35.00 | $840.00 | $3.00 | $72.00 | $3.00 | $72.00 | $1.50 | $36.00 |
| X | 7 | REMOVE PREFORMED THERMOPLASTIC STRIPING | 647 | S.F. | $6.00 | $3,882.00 | $3.90 | $2,523.30 | $7.00 | $4,529.00 | $2.50 | $1,617.50 | $5.00 | $3,235.00 |
| X | 8 | CONSTRUCT CURB HEAD | 235 | L.F. | $22.00 | $5,170.00 | $30.00 | $7,050.00 | $19.00 | $4,465.00 | $19.00 | $4,465.00 | $18.00 | $4,230.00 |
| X | 9 | CONSTRUCT CURB AND GUTTER | 357 | L.F. | $38.00 | $13,566.00 | $37.00 | $13,209.00 | $39.00 | $13,923.00 | $29.00 | $10,353.00 | $38.00 | $13,566.00 |
| X | 10 | CONSTRUCT 4" CONCRETE | 2953 | S.F. | $8.00 | $23,624.00 | $18.75 | $55,368.75 | $8.50 | $25,100.50 | $6.60 | $19,489.80 | $9.00 | $26,577.00 |

| Base Bid | | | | | A 5 Construction | | CARAVEO CONSTRUCTION INC. | | Cedar Ridge Landscape, Inc | | Doug Vaughn, LLC | | R.D.R Construction | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| X | 11 | CONSTRUCT 6" CONCRETE | 891 | S.F. | $11.00 | $9,801.00 | $19.50 | $17,374.50 | $12.00 | $10,692.00 | $7.10 | $6,326.10 | $12.00 | $10,692.00 |
| X | 12 | CONSTRUCT ASPHALT ROADWAY PATCH | 874 | S.F. | $8.00 | $6,992.00 | $5.97 | $5,217.78 | $9.50 | $8,303.00 | $9.00 | $7,866.00 | $10.00 | $8,740.00 |
| X | 13 | INSTALL PREFORMED THERMOPLASTIC STRIPING/STOP BAR | 684 | S.F. | $14.00 | $9,576.00 | $15.00 | $10,260.00 | $25.00 | $17,100.00 | $16.00 | $10,944.00 | $20.00 | $13,680.00 |
| X | 14 | REMOVE AND INSTALL TRAFFIC BOX | 7 | EA | $750.00 | $5,250.00 | $1,975.00 | $13,825.00 | $850.00 | $5,950.00 | $400.00 | $2,800.00 | $800.00 | $5,600.00 |
| X | 15 | INSTALL TACTILE BAND 24" X 24" TACTILE BAND | 36 | EA | $160.00 | $5,760.00 | $200.00 | $7,200.00 | $230.00 | $8,280.00 | $130.00 | $4,680.00 | $225.00 | $8,100.00 |
| X | 16 | INSTALL TACTILE BAND 24" X 30" TACTILE BAND | 8 | EA | $170.00 | $1,360.00 | $230.00 | $1,840.00 | $270.00 | $2,160.00 | $140.00 | $1,120.00 | $250.00 | $2,000.00 |
| X | 17 | INSTALL CLASS 6 BASE MATERIALS (PLACE AND COMPACT) | 9 | TON | $35.00 | $315.00 | $150.00 | $1,350.00 | $55.00 | $495.00 | $60.00 | $540.00 | $50.00 | $450.00 |
| X | 18 | REMOVE/RESET SIGN | 1 | EA | $150.00 | $150.00 | $350.00 | $350.00 | $100.00 | $100.00 | $100.00 | $100.00 | $250.00 | $250.00 |

| Base Bid | | | | | A 5 Construction | | CARAVEO CONSTRUCTION INC. | | Cedar Ridge Landscape, Inc | | Doug Vaughn, LLC | | R.D.R Construction | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Selected | Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| X | 19 | REMOVE/RESET MAILBOX | 1 | EA | $150.00 | $150.00 | $1,500.00 | $1,500.00 | $100.00 | $100.00 | $100.00 | $100.00 | $250.00 | $250.00 |
| X | 20 | EROSION AND SEDIMENT CONTROL | 1 | LS | $750.00 | $750.00 | $3,910.00 | $3,910.00 | $500.00 | $500.00 | $300.00 | $300.00 | $2,500.00 | $2,500.00 |
| X | 21 | TRAFFIC CONTROL | 1 | LS | $10,000.00 | $10,000.00 | $11,000.00 | $11,000.00 | $4,200.00 | $4,200.00 | $6,000.00 | $6,000.00 | $4,500.00 | $4,500.00 |
| X | 22 | MOBILIZATION | 1 | LS | $3,000.00 | $3,000.00 | $13,900.67 | $13,900.67 | $4,700.00 | $4,700.00 | $8,000.00 | $8,000.00 | $4,616.04 | $4,616.04 |
| Total | | | | | | $119,034.00 | | $189,357.00 | | $122,155.50 | | $100,522.90 | | $117,977.54 |

## VENDOR QUESTIONNAIRE PASS/FAIL

| Question Title | A 5 Construction | CARAVEO CONSTRUCTION INC. | Cedar Ridge Landscape, Inc | Doug Vaughn, LLC | R.D.R Construction |
|---|---|---|---|---|---|
| BID GUARANTEE | Pass | Pass | Pass | Pass | Pass |
| CONFIRMATION OF UNDERSTANDING AND OFFER | Pass | Pass | Pass | Pass | Pass |
| NAME, TITLE, AND CONTACT INFORMATION | Pass | Pass | Pass | Pass | Pass |
| ACKNOWLEDGEMENTS | | | | | |
| AFFIRMATIVE ACTION PLAN REQUIREMENT: | Pass | Pass | Pass | Pass | Pass |
| PERFORMANCE OF WORK REQUIREMENT: | Pass | Pass | Pass | Pass | Pass |
| INSURANCE REQUIREMENTS | Pass | Pass | Pass | Pass | Pass |
| COLORADO LABOR REQUIREMENT: | Pass | Pass | Pass | Pass | Pass |
| SALES AND/OR USE TAX INFORMATION | Pass | Pass | Pass | Pass | Pass |
| CERTIFICATIONS | | | | | |
| CERTIFICATION STATEMENT | Pass | Pass | Pass | Pass | Pass |
| EXPLANATION OF NEGATIVE RESPONSE | No Response | No Response | No Response | No Response | No Response |

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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, ACCEPTING AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER FROM THE STATE OF COLORADO BY AND THROUGH THE COLORADO ENERGY OFFICE WHICH PROVIDES FUNDING IN THE AMOUNT OF $120,000.00, ESTABLISHING PROJECT ACCOUNT CI2509 - PUBLIC WORKS ENERGY COORDINATOR, TRANSFERRING $6,779.00 FROM THE 2025 PUBLIC WORKS DEPARTMENT OPERATING BUDGET (10140103 51060) INTO PROJECT ACCOUNT CI2509, AND BUDGETING AND APPROPRIATING A TOTAL AMOUNT OF $126,779.00 INTO PROJECT ACCOUNT CI2509

## SUMMARY:

This ordinance accepts a small dollar grant in the form of a purchase order from the Colorado Energy Office in the amount of $120,000.00 for the purpose acquiring the services of an energy coordinator. This award requires the City of Pueblo to match $6,779.00 which will be provided by transfer from the 2025 Public Works Department Operating Budget (10140103 51060). The grant award allocated to the project and the City's match amount will total $126,779.00, which will be budgeted and appropriated into Project Account CI2509 - Public Works Energy Coordinator.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

This Ordinance approves the acceptance of funds in the amount of $120,000.00 from the Colorado Energy Office for the purpose of acquiring the services of an energy coordinator to assist the Public Works Department with various energy-related work. Currently, Public Works is executing an Energy Performance Contract which will identify energy-saving opportunities through the performance of an investment-grade audit which may serve as the baseline for seeking funding for future capital projects to

upgrade certain facility systems, components, and equipment using cost savings from energy consumption reductions to fund those upgrades. Public Works is also implementing a new software system to collect and analyze energy consumption data on City-owned facilities. This software ("Energy Manager") will facilitate monitoring of energy consumption, analysis of energy trends for each building/meter, and identification of future energy-saving opportunities. Through this grant, the Energy Coordinator will be able to assist the Department with these efforts and other energy-related matters over the next 12-18 months.

**FINANCIAL IMPLICATIONS:**

Project Account CI2509 will be established and funds totaling $126,779.00 are budgeted and appropriated for the project. The amount of $120,000.00 shall be from a small dollar grant in the form of a purchase order from the Colorado Energy Office. The City's required match amount of $6,779.00 shall be transferred into Project Account CI509 from the 2025 Public Works Department Operating Budget (10140103 51060).

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Failure to approve the ordinance would preclude the City from being able to execute the project.

**RECOMMENDATION:**

Approval of the ordinance.

**ATTACHMENTS:**

1. CEO POGG1 25-1178 City of Pueblo (002)

ORDINANCE NO.

AN ORDINANCE APPROVING, ACCEPTING AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER FROM THE STATE OF COLORADO BY AND THROUGH THE COLORADO ENERGY OFFICE WHICH PROVIDES FUNDING IN THE AMOUNT OF $120,000.00, ESTABLISHING PROJECT ACCOUNT CI2509 - PUBLIC WORKS ENERGY COORDINATOR, TRANSFERRING $6,779.00 FROM THE 2025 PUBLIC WORKS DEPARTMENT OPERATING BUDGET (10140103 51060) INTO PROJECT ACCOUNT CI2509, AND BUDGETING AND APPROPRIATING A TOTAL AMOUNT OF $126,779.00 INTO PROJECT ACCOUNT CI2509

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

SECTION 1.

Project Account CI2509 - Public Works Energy Coordinator, is hereby established.

SECTION 2.

Funds in the amount of $6,779.00 are hereby transferred from the 2025 Public Works Department Operating Budget (10140103 51060) and deposited into Project Account CI2509.

SECTION 3.

This small dollar grant purchase order no. POGG1,EFAA,202500001178 dated March 4, 2025, providing funds in the amount of $120,000.00 from the State of Colorado by and through the Colorado Energy Office is hereby accepted. The Mayor is authorized to execute said purchase order 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.

Funds in the total amount of $126,779.00 are hereby budgeted and appropriated in Project Account CI2457.

SECTION 5.

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 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

# STATE OF COLORADO

Office of the Governor
Colorado Energy Office

**ORDER**

**Number:** POGG1,EFAA,202500001178
**Date:** 3/4/25
**Description:**
EECBG Grant - UEI: NJK3BNUDRHJ7

**Effective Date:**
**Expiration Date:**

*******IMPORTANT*******

The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.

**BILL TO**

Colorado Energy Office - Broadway
1600 Broadway
Suite 1960
Denver, CO 80202

**BUYER**

**Buyer:**
**Email:**

**VENDOR**

CITY OF PUEBLO
PO BOX 1427
PUEBLO, CO 81002-1427

**Contact:** finance dept eft remits
**Phone:**

**SHIP TO**

Colorado Energy Office - Broadway
1600 Broadway
Suite 1960
Denver, CO 80202

**SHIPPING INSTRUCTIONS**

**Delivery/Install Date:**
**FOB:**

**VENDOR INSTRUCTIONS**

**EXTENDED DESCRIPTION**

Exhibit A, Statement of Work, and Exhibit B, DOE Special Terms and Conditions are attached hereto and incorporated by reference herein.

| Line Item | Commodity/Item Code | UOM | QTY | Unit Cost | Total Cost | MSDS Req. |
|---|---|---|---|---|---|---|
| 1 | | | 0 | 0.00 | $120,000.00 | ☐ |

Description: Grant Commodity

Service From: 03/03/25 Service To: 08/31/27

**TERMS AND CONDITIONS**

https://www.colorado.gov/osc/purchase-order-terms-conditions

**DOCUMENT TOTAL = $120,000.00**

# Exhibit A – Statement of Work

## I. Project Background and Description

The State of Colorado's Energy Office (CEO or State hereafter) was awarded funding from the U.S. Department of Energy (DOE) for funding under its Energy Efficiency and Conservation Block Grant (EECBG) program which provides local governments in Colorado with staff capacity support to enable projects and programs that reduce greenhouse gas (GHG) emissions. This work is consistent with DOE's stated Energy Efficiency and Renewable Energy (EERE) efforts. Grantee was awarded as a result of the competitive CEO Energy Efficiency and Conservation Block Grant Application.

Because this work is also consistent with the CEO mission and helps advance the Colorado Greenhouse Gas Pollution Reduction Roadmap 2.0, CEO agrees to provide grant funds to the **City of Pueblo** (Grantee hereafter) to hire a full-time "Public Works Energy Coordinator." For the purposes of this Statement of Work, the DOE EECBG funding, and CEO communications, the position will be referred to as the title of "Sustainability Project Coordinator," but locally, the Grantee can decide to change the title as it likes. For the City of Pueblo, the title will be Public Works Energy Coordinator although CEO's standard title is used throughout and for the remainder of this SOW for consistency across EECBG Grantees. The Sustainability Project Coordinator will add staff support to local government for the GHG reduction activities outlined in the sections and tasks below.

CEO expects the Sustainability Project Coordinator to serve for at least eighteen months but recognizes that may extend longer based on the grant amount and salary. CEO will fund the Grantee for a minimum of eighteen months, or until funds are exhausted, not to exceed the August 31, 2027 grant term. The State may either extend or terminate this Agreement as noted in the *Small Dollar Award Term* section below. If

the Grantee has completed all tasks, it may also request to terminate this Agreement sooner. These funds must be used for the stated purpose in this Statement of Work (SOW) and cannot supplant funding for existing staff. Grant funds shall be used to add staff capacity toward advancing local actions to reduce local GHG emissions. The Grantee is required to identify how they will sustain these positions after the grant funding period ends.

## II. Work Tasks, Deliverables, and Timeline

No good or service that will request reimbursement can be ordered or performed prior to the execution date of this Agreement. Any work product deliverables must comply with the State of Colorado accessibility technical standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), currently WCAG 2.1.

The Grantee shall perform the following work tasks and provide the following deliverables to CEO, subject to the CEO's final approval and discretion. All final deliverables must adhere to the most recent published version of the Colorado Governor's Office of Information Technology (OIT) Accessibility Technical Standards.

Using these funds, the Grantee is responsible for hiring a position to add staff capacity that will ultimately perform the duties noted in this Statement of Work. In cases where a consultant is needed to support efforts due to an unsuccessful hiring process or for other reasons, CEO can allow for the use of a contractor (e.g. vendor; consultant). However, per CEO's EECBG grant award from DOE, the Grantee will still need to identify how it will sustain the position after the grant funding period.

Because CEO grant funding cannot supplant existing staff, reimbursement for any tasks listed below are not expected to be reimbursable until a Sustainability Project Coordinator is hired. This requirement and other actions associated with this funding are detailed below.

## Task 1 - Project Communication

Description/Subtasks:

- Task 1.1

  Within one month of the Small Dollar Grant Award Effective Date, the Grantee shall work to set a kick-off meeting with CEO to outline initial planning, reporting, hiring process and the plan for monthly communication including reporting and phone calls.

- Task 1.2

  Monthly check-in calls are required with CEO each month by the end of the month and must be established by the Grantee. If CEO determines monthly meetings need to be held more or less frequently, CEO will communicate that in writing to the Grantee and a new schedule (e.g. bimonthly) will be established. The first monthly call that takes place after the new Sustainability Project Coordinator has been hired will serve to reiterate information shared at the kickoff meeting, current project status and next steps. Monthly check-in calls shall be supported by short written reports as detailed in the following task.

- Task 1.3

  To fulfill obligations to CEO, monthly reports will be required and quarterly reports will be required to fulfill obligations to DOE. The Grantee will provide both monthly and quarterly reports to CEO. Monthly reports will be due no later than 7 days after the end of the month while quarterly reports will be due by the 10th of the month following the end of the previous quarter. For example, if the first quarter ends on March 31, the report for the first quarter will be due by April 10th. The second quarter report would be due three months later on July 10th, and every three months thereafter through the end of the life of the grant. Monthly and quarterly reports shall, at a minimum consist of the following:
    - Project/grant status and whether or not work in on-track or behind
    - Description of the deliverables and tasks completed

- Budget spent and remaining budget
- Any findings and/or developed goals
- Any unanticipated outcomes or roadblocks
- Next steps in the project

Summary of Task 1 Deliverables

- **Grantee Kickoff Meeting** - scheduled within one month of the Small Dollar Grant Award Effective Date as described in Task 1.1.
- **Monthly Calls** - scheduled within one month of the Small Dollar Grant Award and every month after as described in Task 1.2.
- **Monthly and Quarterly Reports** - monthly reports are sent monthly and quarterly reports will be sent every three months as described in Task 1.3.

## Task 2 - Hire the Sustainability Project Coordinator

Description/Subtasks:

Within six months of the Small Dollar Grant Award Effective Date, the Grantee shall hire a Sustainability Project Coordinator as either a staff position or a contractor to carry out the duties in this Statement of Work. The Grantee will provide an update to CEO on whether a staff person or contractor is being hired to carry out the duties of the position. For the purposes of this Statement of Work, the DOE EECBG funding, and CEO communications, the position will be referred to as the Sustainability Project Coordinator, but locally the Grantee can decide to change the title as it likes.

Summary of Task 2 Deliverables

- **Hire Sustainability Project Coordinator** - within six months of Small Dollar Grant Award Effective Date.

## Task 3 - Development of a Work Plan and Implementation Goals

Description/Subtasks:

Within six months from the time the Sustainability Project Coordinator is hired, the Grantee shall develop a work plan to advance local GHG reductions. This does not need to be a highly produced report and can be presented to CEO in whatever format (e.g. spreadsheet, Google document, PDF) the Grantee prefers and saves the Grantee time as long as it provides a high-level overview of the Grantee GHG reduction (or similar sustainability) efforts and the intended focus of the Sustainability Project Coordinator as discussed in the further below.

The work plan may consider local initiatives such as:

- Any local work done to date to quantify and target GHG emissions.
- Any related city policies, programs and incentives for specific sectors (e.g. transportation, building decarbonization, waste and recycling, land use, etc.)
- Any energy use benchmarks and/or any locally promoted certification programs (e.g. Leadership in Energy and Environmental Design or LEED).
- Any existing stated goals for the reduction of GHGs and any baseline data.
- Any related educational, marketing, outreach, training or similar efforts that work with the public, commercial properties, etc.
- Any state, local and federal grants or loans (e.g. EERE loans) opportunities the Grantee may consider pursuing to sustain this work.

If the Grantee has already developed a document that can serve as a work plan (e.g. sustainability plan, climate plan, the Sustainability Project Coordinator job description, or similar document), no new work plan needs to be created. However, the Grantee will need to submit the identified document to CEO. In all cases, the Grantee's submitted work plan must either include or be supported by an addendum that provides a set of

clearly summarized goals the Grantee envisions it will have the Sustainability Project Coordinator pursue using this funding.

Summary of Task 3 Deliverables

- **Submit Work Plan** - within six months of Sustainability Project Coordinator hire.

## Task 4 - Implementation of Work Plan Goals

Description/Subtasks:

Upon being hired, the Sustainability Project Coordinator shall begin implementing local goals to reduce energy use and reduce GHG emissions pursuant to or in conjunction with the development of the work plan (or document submitted in lieu). Local goals that are actively being pursued do not need to pause, be put on hold or otherwise wait for the work plan to be completed and submitted to CEO. However, those efforts shall be included in the goals of the work plan once it is submitted to CEO.

The intent is for CEO and the Grantee to have a shared understanding of the initiatives the Sustainability Project Coordinator will be focusing on. CEO understands these goals can change and may be added to over time which can be communicated to CEO during check-ins, monthly reports and quarterly reports.

Summary of Task 4 Deliverables

- **Implement Work Plan Goals** - through the life of the grant.

## Task 5 Final Report of Successes and Plan to Secure Position

Description/Subtasks:

As part of closing out the grant award, a summary of the work that has been accomplished, successes of the program, and progress toward goals stated in the work plan shall be provided to CEO. This shall include a summary of any tracked data. It shall

also include a statement as to how the Grantee has identified opportunities to progress or sustain the Sustainability Project Coordinator position after the grant term. CEO will review the submitted draft and provide any comments within one week. The Grantee shall submit a final report that reflects CEO's comments prior to submitting the final invoice.

Summary of Task 5 Deliverables

- **Provide Final Report** - by the end of the grant term.

Summary of All Task 1 - 5 Deliverables

| Task | Task Description |
|---|---|
| Task 1 | ● 1.1 Grantee Kickoff Meeting - scheduled within one month of Small Dollar Grant Award Effective Date.<br>● 1.2 Monthly Calls - scheduled within one month of Small Dollar Grant Award Effective Date; every month after.<br>● 1.3 Quarterly Reports - sent April 10th and every three months thereafter. |
| Task 2 | Hire Sustainability Project Coordinator - within six months of Small Dollar Grant Award Effective Date. |
| Task 3 | Submit a Work Plan - within six months of hiring Sustainability Project Coordinator. |
| Task 4 | Implement Work Plan Goals - through the life of the grant. |
| Task 5 | Provide Final Report - by the end of the grant term. |

## III. Principal Representatives

Each individual identified below shall be the Principal Representative of the designating Party. The Grantee shall immediately notify the State if the Grantee's Principal Representative ceases to serve. Provided there is a good-faith reason for the change, if the Grantee wishes to replace its Principal Representative, it shall notify the State and seek its approval. Such approval is at the State's sole discretion, as the State issued this Agreement is, in part, reliant on the Grantee's representations regarding its Principal Representative. Such notice shall specify why the change is necessary, who the proposed replacement will be, what their qualifications are, how the Grantee plans to ensure quality assurance and quality control of the program, and when the change would take effect. Anytime the Grantee's Principal Representative ceases to serve, the State, in its sole discretion, may direct the Grantee to suspend work until such time as their replacements are approved by CEO.

A. State:

Colorado Energy Office

Program Manager:

Eric Lowe, Local Government Project Manager

eric.lowe@state.co.us

720.653.4396

1600 Broadway, Suite 1930

Denver, CO 80202

B. Grantee:

Primary Grantee (Lead Applicant):

City of Pueblo

Andrew Hayes

Director of Public Works

ahayes@pueblo.us

719-553-2295

Upon the Grantee hiring a Sustainability Project Coordinator, the Grantee shall provide CEO with the new hire's name, title, phone number, and email.

## IV. Acceptance Criteria

CEO shall determine whether deliverables meet the task requirements outlined in this Exhibit A, Statement of Work. The Grantee shall provide professional, high-quality deliverables that have gone through an internal quality assurance process. If the deliverables, invoices, and reports are inadequate, the CEO Program Manager(s) shall notify the Grantee with a request to correct, modify, or replace as needed.

## V. Reporting

As noted in the tasks above, the Grantee shall provide verbal and written progress reports to CEO monthly and produce/submit quarterly reports to CEO. These shall include descriptions of the work tasks performed, progress made, and budget spent consistent with the requirements stated in the Work Tasks, Deliverables, and Timeline section above. Quarterly reports will be submitted every three months in accordance with Task 1.3 in Section II of this document. Where funds have been spent, reports shall be accompanied by an invoice for services rendered and shall be submitted to CEO by the 10$^{th}$ day of the following month for which the work was completed.

# VI. Budget

The maximum amount payable under this Agreement to the Grantee by CEO shall be **$120,000** as determined by the State from available funds. Budget changes of 10% or less may be made between tasks without written pre-approval from CEO program manager.

The funds issued through this Agreement will cover the following:

| | **Calendar Year 1** | **Calendar Year 2** | **Total** |
|---|---|---|---|
| **Expenses** | | (6 months) | |
| **Personnel/Labor** | | | |
| Energy Project Coordinator 1.0 FTE | | | |
| Salary/Wages (2.8% COLI annually) | 65,420 | 33,626 | $99,046 |
| Fringe Benefits (28% of salary) | 18,318 | 9,415 | $27,733 |
| | | | |
| **Total Expenses:** | **83,738** | **43,041** | **$126,779** |

*City of Pueblo will cover the remaining $6,779 and intends to work with City Council to permanently fund this position after 18 months

## VII. Payment

Payments shall be made in accordance with the provisions set forth in this Statement of Work and Small Dollar Grant Award. The State shall pay Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Small Dollar Grant Award.

The Grantee shall invoice based on completion of deliverables outlined in the *Work Tasks, Deliverables, and Timeline* section. Alternatively, the Grantee can invoice CEO based on a time and materials basis, as stated in the *Budget* section, according to the task and deliverable budget above.

The Grantee shall be compensated only for work and services performed by Grantee as outlined in this Statement of Work and accepted by the CEO pursuant to the terms of this Small Dollar Grant Award. Payment shall also be contingent upon CEO's timely receipt and acceptance of required reports described herein.

The Grantee shall be reimbursed no more than once a month based on the submission of the Grantee's invoice and progress report. The progress report will provide detail of the work performed on each task or deliverable. The progress report shall substantiate the amounts on the invoice for each task/deliverable. The Grantee shall bill on a monthly salary basis (or on an hourly basis for contracted work) for work completed across tasks according to the budget provided above.

## VIII. Small Dollar Grant Award Term

Grantee shall begin work upon the later of the Small Dollar Grant Award Service From Date as shown on the cover page of this Small Dollar Grant Award or upon the Grantee's acceptance of this Agreement. This Agreement shall terminate on August 31, 2027 unless sooner terminated or further extended as specified elsewhere herein. Any extensions will be contingent upon the CEO receiving written federal approval from DOE and will be communicated to the Grantee in writing if allowed. In cases where approval of an extension from DOE is granted, it is expected to only provide one additional year from the stated Agreement termination date and the Grantee will not be officially awarded an extension until such time as CEO updates and provides an amended Small Dollar Grant Award to the Grantee.

# Special Terms and Conditions

Colorado Energy Office ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

| | |
|---|---|
| | Assistance Agreement |
| | Special Terms and Conditions |
| Attachment 1 | Activity File |
| Attachment 2 | Federal Assistance Reporting Checklist and Instructions |
| Attachment 3 | Budget Information SF-424A |
| Attachment 4 | Intellectual Property Provisions |
| Attachment 5 | Energy Efficiency and Conservation Strategy |

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

# Table of Contents

**Subpart A. General Provisions ..... 4**

Term 1. Legal Authority and Effect ..... 4
Term 2. Flow Down Requirement ..... 4
Term 3. Compliance with Federal, State, and Municipal Law ..... 4
Term 4. Inconsistency with Federal Law ..... 4
Term 5. Federal Stewardship ..... 4
Term 6. NEPA Requirements ..... 4
Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress ..... 6
Term 8. Reporting Requirements ..... 6
Term 9. Lobbying ..... 6
Term 10. Publications ..... 7
Term 11. No-Cost Extension ..... 7
Term 12. Property Standards ..... 7
Term 13. Insurance Coverage ..... 8
Term 14. Real Property ..... 8
Term 15. Equipment ..... 8
Term 16. Supplies ..... 9
Term 17. Property Trust Relationship ..... 9
Term 18. Record Retention ..... 9
Term 19. Audits ..... 9
Term 20. Indemnity ..... 10
Term 21. Foreign National Participation ..... 10
Term 22. Post-Award Due Diligence Reviews ..... 11

**Subpart B. Financial Provisions ..... 11**

Term 23. Maximum Obligation ..... 11
Term 24. Refund Obligation ..... 11
Term 25. Allowable Costs ..... 11
Term 26. Indirect Costs ..... 11
Term 27. Decontamination and/or Decommissioning (D&D) Costs ..... 13
Term 28. Use of Program Income ..... 13
Term 29. Payment Procedures ..... 13
Term 30. Budget Changes ..... 14

**Subpart C. Miscellaneous Provisions ..... 15**

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities ..... 15
Term 32. System for Award Management and Universal Identifier Requirements ..... 15
Term 33. Nondisclosure and Confidentiality Agreements Assurances ..... 17
Term 34. Subrecipient Change Notification ..... 18
Term 35. Conference Spending ..... 19
Term 36. Recipient Integrity and Performance Matters ..... 19
Term 37. Export Control ..... 21
Term 38. Interim Conflict of Interest Policy for Financial Assistance ..... 21
Term 39. Organizational Conflict of Interest ..... 22
Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment ..... 22
Term 41. Human Subjects Research ..... 23
Term 42. Fraud, Waste and Abuse ..... 24

**Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements ..... 25**

**Term 43. Reporting, Tracking and Segregation of Incurred Costs** ..... 25
**Term 44. Davis-Bacon Requirements** ..... 25
**Term 45. Buy American Requirement for Infrastructure Projects** ..... 27
**Term 46. Affirmative Action and Pay Transparency Requirements** ..... 32
**Term 47. Potentially Duplicative Funding Notice** ..... 32
**Term 48. Transparency of Foreign Connections** ..... 33
**Term 49. Foreign Collaboration Considerations** ..... 33

# Subpart A. General Provisions

## Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

## Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

## Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

## Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

## Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

## Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity

File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

**Condition(s):**

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at https: //www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.

8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at https://www.page.energy.gov/default.aspx.
9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.
10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

***If the Recipient later intends to add to or modify the activities or locations*** as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

## Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

## Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

## Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

## Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000194."

- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

  *Abridged Legal Disclaimer:* "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

  Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

## Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

## Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

## Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

## Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

## Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

## Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

## Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

## Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

## Term 19. Audits

**A. Government-Initiated Audits**

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of

the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

**B. Annual Independent Audits (Single Audit or Compliance Audit)**
The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

## Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

## Term 21. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

### Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

## Subpart B. Financial Provisions

### Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

### Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

### Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

### Term 26. Indirect Costs

**A. Indirect Cost Allocation:**

The Recipient has a Federally approved provisional Negotiated Indirect Cost Rate Agreement (NICRA) with a current effective period identified for billing and estimation purposes and it applies uniformly across all Federal awards. These costs

shall be reconciled or trued up (actual incurred costs) on an annual basis with the Recipient's cognizant agency. An updated rate proposal or NICRA is required if the Recipient requests to bill the DOE higher billing rates than those listed in the current NICRA.

**B. Fringe Cost Allocation:**

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

**C. Subrecipient Indirect Costs (If Applicable):**

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

**D. Indirect Cost Stipulations:**

**i. Modification to Indirect Cost Billing Rates**

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

**ii. Annual Cost Reconciliation**

In accordance with Appendices III-VII of 2 CFR Part 200 or 48 CFR Part 42.7, governing for-profit organizations, the indirect cost billing rates shall be reconciled or trued up (actual incurred costs) on an annual basis via the annual incurred cost proposal within six months after the Recipient's fiscal year end.

**iii. Adjustments to Indirect Cost Billing Rates**

Following an official audit or adequacy review of the incurred cost proposal, one of the following shall apply:

1. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that Recipient invoiced at higher billing rates than actually incurred, the Recipient must refund the Government the over-recovered amounts.

2. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that the Recipient invoiced at lower billing rates than actually incurred, the Recipient may not be reimbursed for increases in its indirect cost rate, which resulted in an under-recovery. Increased indirect cost billing rates cannot be retroactively applied to the DOE award.

**iv. Award Closeout**

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

## Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

## Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

## Term 29. Payment Procedures

**A. Method of Payment**

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

**B. Requesting Reimbursement**

Requests for reimbursements must be made through the ASAP system.

**C. Adjusting Payment Requests for Available Cash**

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

**D. Payments**

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

**E. Unauthorized Drawdown of Federal Funds**

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

## Term 30. Budget Changes

**A. Budget Changes Generally**

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

**B. Transfers of Funds Among Direct Cost Categories**

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.



The Recipient is required to notify the DOE Technology Manager/Project Officer of

any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

**C. Transfer of Funds Between Direct and Indirect Cost Categories**
The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

## Subpart C. Miscellaneous Provisions

### Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

### Term 32. System for Award Management and Universal Identifier Requirements

**A. Requirement for Registration in the System for Award Management (SAM)**
Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

**B. Unique Entity Identifier (UEI)**
SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

**C. Definitions**

For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).

ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f)

*Subrecipients and Contractors*).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

## Term 33. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. *''These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.''*

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may

contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

## Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.[1]
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

[1] It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

## Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

## Term 36. Recipient Integrity and Performance Matters

**A. General Reporting Requirement**

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

**B. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4. Any other criminal, civil, or administrative proceeding if:
    a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

**C. Reporting Procedures**

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

**D. Reporting Frequency**

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

**E. Definitions**

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State

level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

## Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.
The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

## Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide

DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

## Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

## Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

## Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects* (*subpart A which is referred to as the "Common Rule"),* and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially

available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects

## Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

> The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make

required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

## Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

### Term 43. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

### Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.

(2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.

(3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

(4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

(5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.

(6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

**Davis Bacon Act Electronic Certified Payroll Submission Waiver**

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction.

## Term 45. Buy American Requirement for Infrastructure Projects

### A. Definitions

**Components** are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

**Construction Materials** are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

**Domestic Content Procurement Preference Requirement**- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
(A) all iron and steel used in the project are produced in the United States;
(B) the manufactured products used in the project are produced in the United States; or
(C) the construction materials used in the project are produced in the United States.
Also referred to as the **Buy America Requirement**.

**Infrastructure** includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking

water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.
The term "infrastructure" should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

**Manufactured Products** are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

**Primarily of iron or steel** means greater than 50% iron or steel, measured by cost.

**Project**- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

**Public**- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

**B. Buy America Requirement**

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or

manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

**C. Certification of Compliance**

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or

proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

**D. Waivers**

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;

- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).

- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers

should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

## Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide[2] should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

## Term 47. Potentially Duplicative Funding Notice

[2] See OFCCP's Technical Assistance Guide at: https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec Also see the National Policy Assurances http://www.nsf.gov/awards/managing/rtc.jsp

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

## Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

## Term 49. Foreign Collaboration Considerations

a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government

regarding the potential collaboration or negotiating the terms of any potential agreement.

b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.

c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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, ACCEPTING AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER FROM THE STATE OF COLORADO, BY AND THROUGH THE COLORADO ENERGY OFFICE PROVIDING FOR FUNDING IN THE AMOUNT OF $90,800, ESTABLISHING PROJECT ACCOUNT CI2457 - E-COMMUTE PUEBLO, TRANSFERRING $26,780.00 FROM PROJECT ACCOUNT CI2428 - MLK BYPASS NEW SIGNAGE TO PROJECT ACCOUNT CI2457, AND BUDGETING AND APPROPRIATING $117,580.00 INTO PROJECT ACCOUNT CI2457

## SUMMARY:

This ordinance accepts a small dollar grant in the form of a purchase order from the Colorado Energy Office in the amount of $90,800 for the purpose of procuring equipment for an electric bicycle (E-Bike) program. This initiative aims to provide equitable transportation alternatives for City of Pueblo employees. This award requires the City of Pueblo to match $26,780 which will be provided by transfer from Project Account CI2428 - MLK Bypass New Signage. The grant award allocated to the project and the City's match amount will total $117,580, which will be budgeted and appropriated into Project Account CI2457 E-Commute Pueblo.

## PREVIOUS COUNCIL ACTION:

On December 23, 2024, City Council passed Resolution 15862 adopting the City's EV Readiness Plan.

## BACKGROUND:

E-Commute Pueblo: Empowering Employees with Electric Bikes addresses workforce challenges exacerbated by transportation barriers, particularly for income-qualified individuals. The project focuses on providing electric bicycles (e-Bikes) as a sustainable and equitable transportation solution. The City of Pueblo has identified a workforce shortage as a critical challenge affecting public services. The lack of reliable

transportation emerged as a key contributor to the shortage, limiting access to job opportunities. The project proposes an e-Bike share program to empower city employees, especially those earning less than 80% of the Area Median Income. The initiative prioritizes city employees with limited means, including part-time and seasonal employees in roles such as cleaning staff, utility workers, office assistants, bus drivers, lifeguards, groundskeepers, and park rangers. Seasonal/temporary staff and income-qualified permanent employees will benefit from a sliding fee schedule, making e-Bikes accessible to those who commute an average of three or more days a week within a range of two to twelve miles.

**FINANCIAL IMPLICATIONS:**

Project Account CI2457 will be established and funds totaling $117,580 are budgeted and appropriated for the project. The amount of $90,800 shall be from a small dollar grant in the form of a purchase order from the Colorado Energy Office. The City's required match amount of $26,780 shall be transferred into Project Account CI2457 from Project Account CI2428.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Failure to approve the ordinance would preclude the City from being able to execute the project.

**RECOMMENDATION:**

Approval of the ordinance.

**ATTACHMENTS:**

1. CEO POGG1 25-1178 City of Pueblo
2. GRANT CERTIFICATION - E-Commute Pueblo

ORDINANCE NO.

AN ORDINANCE APPROVING, ACCEPTING AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER FROM THE STATE OF COLORADO, BY AND THROUGH THE COLORADO ENERGY OFFICE PROVIDING FOR FUNDING IN THE AMOUNT OF $90,800, ESTABLISHING PROJECT ACCOUNT CI2457 - E-COMMUTE PUEBLO, TRANSFERRING $26,780.00 FROM PROJECT ACCOUNT CI2428 - MLK BYPASS NEW SIGNAGE TO PROJECT ACCOUNT CI2457, AND BUDGETING AND APPROPRIATING $117,580.00 INTO PROJECT ACCOUNT CI2457

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

SECTION 1.

Project Account CI2457 - E-Commute Pueblo, is hereby established.

SECTION 2.

Funds in the amount of $26,780.00 are hereby transferred from Project Account CI2428 - MLK Bypass Signage and deposited into Project Account CI2457.

SECTION 3.

This small dollar grant Purchase Order No. POGG1,EFAA,202500001178 dated March 4, 2025 and attached hereto is hereby approved. The Mayor is authorized to execute said purchase order 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.

Funds in the total amount of $117,580.00 are hereby budgeted and appropriated in Project Account CI2457.

SECTION 5.

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 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

# STATE OF COLORADO

Office of the Governor
Colorado Energy Office

**ORDER**

**Number:** POGG1,EFAA,202500001178
**Date:** 3/4/25
**Description:**
EECBG Grant - UEI: NJK3BNUDRHJ7

**Effective Date:**
**Expiration Date:**

*******IMPORTANT*******

The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.

**BILL TO**

Colorado Energy Office - Broadway
1600 Broadway
Suite 1960
Denver, CO 80202

**BUYER**

**Buyer:**
**Email:**

**VENDOR**

CITY OF PUEBLO
PO BOX 1427
PUEBLO, CO 81002-1427

**Contact:** finance dept eft remits
**Phone:**

**SHIP TO**

Colorado Energy Office - Broadway
1600 Broadway
Suite 1960
Denver, CO 80202

**SHIPPING INSTRUCTIONS**

**Delivery/Install Date:**
**FOB:**

**VENDOR INSTRUCTIONS**

**EXTENDED DESCRIPTION**

Exhibit A, Statement of Work, and Exhibit B, DOE Special Terms and Conditions are attached hereto and incorporated by reference herein.

| Line Item | Commodity/Item Code | UOM | QTY | Unit Cost | Total Cost | MSDS Req. |
|---|---|---|---|---|---|---|
| 1 | | | 0 | 0.00 | $120,000.00 | ☐ |

Description: Grant Commodity

Service From: 03/03/25 Service To: 08/31/27

**TERMS AND CONDITIONS**

https://www.colorado.gov/osc/purchase-order-terms-conditions

**DOCUMENT TOTAL = $120,000.00**

# Exhibit A – Statement of Work

## I. Project Background and Description

The State of Colorado's Energy Office (CEO or State hereafter) was awarded funding from the U.S. Department of Energy (DOE) for funding under its Energy Efficiency and Conservation Block Grant (EECBG) program which provides local governments in Colorado with staff capacity support to enable projects and programs that reduce greenhouse gas (GHG) emissions. This work is consistent with DOE's stated Energy Efficiency and Renewable Energy (EERE) efforts. Grantee was awarded as a result of the competitive CEO Energy Efficiency and Conservation Block Grant Application.

Because this work is also consistent with the CEO mission and helps advance the Colorado Greenhouse Gas Pollution Reduction Roadmap 2.0, CEO agrees to provide grant funds to the **City of Pueblo** (Grantee hereafter) to hire a full-time "Public Works Energy Coordinator." For the purposes of this Statement of Work, the DOE EECBG funding, and CEO communications, the position will be referred to as the title of "Sustainability Project Coordinator," but locally, the Grantee can decide to change the title as it likes. For the City of Pueblo, the title will be Public Works Energy Coordinator although CEO's standard title is used throughout and for the remainder of this SOW for consistency across EECBG Grantees. The Sustainability Project Coordinator will add staff support to local government for the GHG reduction activities outlined in the sections and tasks below.

CEO expects the Sustainability Project Coordinator to serve for at least eighteen months but recognizes that may extend longer based on the grant amount and salary. CEO will fund the Grantee for a minimum of eighteen months, or until funds are exhausted, not to exceed the August 31, 2027 grant term. The State may either extend or terminate this Agreement as noted in the *Small Dollar Award Term* section below. If

the Grantee has completed all tasks, it may also request to terminate this Agreement sooner. These funds must be used for the stated purpose in this Statement of Work (SOW) and cannot supplant funding for existing staff. Grant funds shall be used to add staff capacity toward advancing local actions to reduce local GHG emissions. The Grantee is required to identify how they will sustain these positions after the grant funding period ends.

## II. Work Tasks, Deliverables, and Timeline

No good or service that will request reimbursement can be ordered or performed prior to the execution date of this Agreement. Any work product deliverables must comply with the State of Colorado accessibility technical standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), currently WCAG 2.1.

The Grantee shall perform the following work tasks and provide the following deliverables to CEO, subject to the CEO's final approval and discretion. All final deliverables must adhere to the most recent published version of the Colorado Governor's Office of Information Technology (OIT) Accessibility Technical Standards.

Using these funds, the Grantee is responsible for hiring a position to add staff capacity that will ultimately perform the duties noted in this Statement of Work. In cases where a consultant is needed to support efforts due to an unsuccessful hiring process or for other reasons, CEO can allow for the use of a contractor (e.g. vendor; consultant). However, per CEO's EECBG grant award from DOE, the Grantee will still need to identify how it will sustain the position after the grant funding period.

Because CEO grant funding cannot supplant existing staff, reimbursement for any tasks listed below are not expected to be reimbursable until a Sustainability Project Coordinator is hired. This requirement and other actions associated with this funding are detailed below.

## Task 1 - Project Communication

Description/Subtasks:

- Task 1.1

  Within one month of the Small Dollar Grant Award Effective Date, the Grantee shall work to set a kick-off meeting with CEO to outline initial planning, reporting, hiring process and the plan for monthly communication including reporting and phone calls.

- Task 1.2

  Monthly check-in calls are required with CEO each month by the end of the month and must be established by the Grantee. If CEO determines monthly meetings need to be held more or less frequently, CEO will communicate that in writing to the Grantee and a new schedule (e.g. bimonthly) will be established. The first monthly call that takes place after the new Sustainability Project Coordinator has been hired will serve to reiterate information shared at the kickoff meeting, current project status and next steps. Monthly check-in calls shall be supported by short written reports as detailed in the following task.

- Task 1.3

  To fulfill obligations to CEO, monthly reports will be required and quarterly reports will be required to fulfill obligations to DOE. The Grantee will provide both monthly and quarterly reports to CEO. Monthly reports will be due no later than 7 days after the end of the month while quarterly reports will be due by the 10th of the month following the end of the previous quarter. For example, if the first quarter ends on March 31, the report for the first quarter will be due by April 10th. The second quarter report would be due three months later on July 10th, and every three months thereafter through the end of the life of the grant. Monthly and quarterly reports shall, at a minimum consist of the following:
    - Project/grant status and whether or not work in on-track or behind
    - Description of the deliverables and tasks completed

- Budget spent and remaining budget
- Any findings and/or developed goals
- Any unanticipated outcomes or roadblocks
- Next steps in the project

Summary of Task 1 Deliverables

- **Grantee Kickoff Meeting** - scheduled within one month of the Small Dollar Grant Award Effective Date as described in Task 1.1.
- **Monthly Calls** - scheduled within one month of the Small Dollar Grant Award and every month after as described in Task 1.2.
- **Monthly and Quarterly Reports** - monthly reports are sent monthly and quarterly reports will be sent every three months as described in Task 1.3.

## Task 2 - Hire the Sustainability Project Coordinator

Description/Subtasks:

Within six months of the Small Dollar Grant Award Effective Date, the Grantee shall hire a Sustainability Project Coordinator as either a staff position or a contractor to carry out the duties in this Statement of Work. The Grantee will provide an update to CEO on whether a staff person or contractor is being hired to carry out the duties of the position. For the purposes of this Statement of Work, the DOE EECBG funding, and CEO communications, the position will be referred to as the Sustainability Project Coordinator, but locally the Grantee can decide to change the title as it likes.

Summary of Task 2 Deliverables

- **Hire Sustainability Project Coordinator** - within six months of Small Dollar Grant Award Effective Date.

## Task 3 - Development of a Work Plan and Implementation Goals

Description/Subtasks:

Within six months from the time the Sustainability Project Coordinator is hired, the Grantee shall develop a work plan to advance local GHG reductions. This does not need to be a highly produced report and can be presented to CEO in whatever format (e.g. spreadsheet, Google document, PDF) the Grantee prefers and saves the Grantee time as long as it provides a high-level overview of the Grantee GHG reduction (or similar sustainability) efforts and the intended focus of the Sustainability Project Coordinator as discussed in the further below.

The work plan may consider local initiatives such as:

- Any local work done to date to quantify and target GHG emissions.
- Any related city policies, programs and incentives for specific sectors (e.g. transportation, building decarbonization, waste and recycling, land use, etc.)
- Any energy use benchmarks and/or any locally promoted certification programs (e.g. Leadership in Energy and Environmental Design or LEED).
- Any existing stated goals for the reduction of GHGs and any baseline data.
- Any related educational, marketing, outreach, training or similar efforts that work with the public, commercial properties, etc.
- Any state, local and federal grants or loans (e.g. EERE loans) opportunities the Grantee may consider pursuing to sustain this work.

If the Grantee has already developed a document that can serve as a work plan (e.g. sustainability plan, climate plan, the Sustainability Project Coordinator job description, or similar document), no new work plan needs to be created. However, the Grantee will need to submit the identified document to CEO. In all cases, the Grantee's submitted work plan must either include or be supported by an addendum that provides a set of

clearly summarized goals the Grantee envisions it will have the Sustainability Project Coordinator pursue using this funding.

Summary of Task 3 Deliverables

- **Submit Work Plan** - within six months of Sustainability Project Coordinator hire.

## Task 4 - Implementation of Work Plan Goals

Description/Subtasks:

Upon being hired, the Sustainability Project Coordinator shall begin implementing local goals to reduce energy use and reduce GHG emissions pursuant to or in conjunction with the development of the work plan (or document submitted in lieu). Local goals that are actively being pursued do not need to pause, be put on hold or otherwise wait for the work plan to be completed and submitted to CEO. However, those efforts shall be included in the goals of the work plan once it is submitted to CEO.

The intent is for CEO and the Grantee to have a shared understanding of the initiatives the Sustainability Project Coordinator will be focusing on. CEO understands these goals can change and may be added to over time which can be communicated to CEO during check-ins, monthly reports and quarterly reports.

Summary of Task 4 Deliverables

- **Implement Work Plan Goals** - through the life of the grant.

## Task 5 Final Report of Successes and Plan to Secure Position

Description/Subtasks:

As part of closing out the grant award, a summary of the work that has been accomplished, successes of the program, and progress toward goals stated in the work plan shall be provided to CEO. This shall include a summary of any tracked data. It shall

also include a statement as to how the Grantee has identified opportunities to progress or sustain the Sustainability Project Coordinator position after the grant term. CEO will review the submitted draft and provide any comments within one week. The Grantee shall submit a final report that reflects CEO's comments prior to submitting the final invoice.

Summary of Task 5 Deliverables

- **Provide Final Report** - by the end of the grant term.

Summary of All Task 1 - 5 Deliverables

| Task | Task Description |
|---|---|
| Task 1 | ● 1.1 Grantee Kickoff Meeting - scheduled within one month of Small Dollar Grant Award Effective Date.<br>● 1.2 Monthly Calls - scheduled within one month of Small Dollar Grant Award Effective Date; every month after.<br>● 1.3 Quarterly Reports - sent April 10th and every three months thereafter. |
| Task 2 | Hire Sustainability Project Coordinator - within six months of Small Dollar Grant Award Effective Date. |
| Task 3 | Submit a Work Plan - within six months of hiring Sustainability Project Coordinator. |
| Task 4 | Implement Work Plan Goals - through the life of the grant. |
| Task 5 | Provide Final Report - by the end of the grant term. |

## III. Principal Representatives

Each individual identified below shall be the Principal Representative of the designating Party. The Grantee shall immediately notify the State if the Grantee's Principal Representative ceases to serve. Provided there is a good-faith reason for the change, if the Grantee wishes to replace its Principal Representative, it shall notify the State and seek its approval. Such approval is at the State's sole discretion, as the State issued this Agreement is, in part, reliant on the Grantee's representations regarding its Principal Representative. Such notice shall specify why the change is necessary, who the proposed replacement will be, what their qualifications are, how the Grantee plans to ensure quality assurance and quality control of the program, and when the change would take effect. Anytime the Grantee's Principal Representative ceases to serve, the State, in its sole discretion, may direct the Grantee to suspend work until such time as their replacements are approved by CEO.

A. State:

Colorado Energy Office

Program Manager:

Eric Lowe, Local Government Project Manager

eric.lowe@state.co.us

720.653.4396

1600 Broadway, Suite 1930

Denver, CO 80202

B. Grantee:

Primary Grantee (Lead Applicant):

City of Pueblo

Andrew Hayes

Director of Public Works

ahayes@pueblo.us

719-553-2295

Upon the Grantee hiring a Sustainability Project Coordinator, the Grantee shall provide CEO with the new hire's name, title, phone number, and email.

## IV. Acceptance Criteria

CEO shall determine whether deliverables meet the task requirements outlined in this Exhibit A, Statement of Work. The Grantee shall provide professional, high-quality deliverables that have gone through an internal quality assurance process. If the deliverables, invoices, and reports are inadequate, the CEO Program Manager(s) shall notify the Grantee with a request to correct, modify, or replace as needed.

## V. Reporting

As noted in the tasks above, the Grantee shall provide verbal and written progress reports to CEO monthly and produce/submit quarterly reports to CEO. These shall include descriptions of the work tasks performed, progress made, and budget spent consistent with the requirements stated in the Work Tasks, Deliverables, and Timeline section above. Quarterly reports will be submitted every three months in accordance with Task 1.3 in Section II of this document. Where funds have been spent, reports shall be accompanied by an invoice for services rendered and shall be submitted to CEO by the 10$^{th}$ day of the following month for which the work was completed.

# VI. Budget

The maximum amount payable under this Agreement to the Grantee by CEO shall be **$120,000** as determined by the State from available funds. Budget changes of 10% or less may be made between tasks without written pre-approval from CEO program manager.

The funds issued through this Agreement will cover the following:

| | **Calendar Year 1** | **Calendar Year 2** | **Total** |
|---|---|---|---|
| **Expenses** | | (6 months) | |
| **Personnel/Labor** | | | |
| Energy Project Coordinator 1.0 FTE | | | |
| Salary/Wages (2.8% COLI annually) | 65,420 | 33,626 | $99,046 |
| Fringe Benefits (28% of salary) | 18,318 | 9,415 | $27,733 |
| | | | |
| **Total Expenses:** | **83,738** | **43,041** | **$126,779** |

*City of Pueblo will cover the remaining $6,779 and intends to work with City Council to permanently fund this position after 18 months

## VII. Payment

Payments shall be made in accordance with the provisions set forth in this Statement of Work and Small Dollar Grant Award. The State shall pay Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Small Dollar Grant Award.

The Grantee shall invoice based on completion of deliverables outlined in the *Work Tasks, Deliverables, and Timeline* section. Alternatively, the Grantee can invoice CEO based on a time and materials basis, as stated in the *Budget* section, according to the task and deliverable budget above.

The Grantee shall be compensated only for work and services performed by Grantee as outlined in this Statement of Work and accepted by the CEO pursuant to the terms of this Small Dollar Grant Award. Payment shall also be contingent upon CEO's timely receipt and acceptance of required reports described herein.

The Grantee shall be reimbursed no more than once a month based on the submission of the Grantee's invoice and progress report. The progress report will provide detail of the work performed on each task or deliverable. The progress report shall substantiate the amounts on the invoice for each task/deliverable. The Grantee shall bill on a monthly salary basis (or on an hourly basis for contracted work) for work completed across tasks according to the budget provided above.

## VIII. Small Dollar Grant Award Term

Grantee shall begin work upon the later of the Small Dollar Grant Award Service From Date as shown on the cover page of this Small Dollar Grant Award or upon the Grantee's acceptance of this Agreement. This Agreement shall terminate on August 31, 2027 unless sooner terminated or further extended as specified elsewhere herein. Any extensions will be contingent upon the CEO receiving written federal approval from DOE and will be communicated to the Grantee in writing if allowed. In cases where approval of an extension from DOE is granted, it is expected to only provide one additional year from the stated Agreement termination date and the Grantee will not be officially awarded an extension until such time as CEO updates and provides an amended Small Dollar Grant Award to the Grantee.

# Special Terms and Conditions

Colorado Energy Office ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

| | |
|---|---|
| | Assistance Agreement |
| | Special Terms and Conditions |
| Attachment 1 | Activity File |
| Attachment 2 | Federal Assistance Reporting Checklist and Instructions |
| Attachment 3 | Budget Information SF-424A |
| Attachment 4 | Intellectual Property Provisions |
| Attachment 5 | Energy Efficiency and Conservation Strategy |

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

# Table of Contents

**Subpart A. General Provisions ..... 4**

Term 1. Legal Authority and Effect ..... 4
Term 2. Flow Down Requirement ..... 4
Term 3. Compliance with Federal, State, and Municipal Law ..... 4
Term 4. Inconsistency with Federal Law ..... 4
Term 5. Federal Stewardship ..... 4
Term 6. NEPA Requirements ..... 4
Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress ..... 6
Term 8. Reporting Requirements ..... 6
Term 9. Lobbying ..... 6
Term 10. Publications ..... 7
Term 11. No-Cost Extension ..... 7
Term 12. Property Standards ..... 7
Term 13. Insurance Coverage ..... 8
Term 14. Real Property ..... 8
Term 15. Equipment ..... 8
Term 16. Supplies ..... 9
Term 17. Property Trust Relationship ..... 9
Term 18. Record Retention ..... 9
Term 19. Audits ..... 9
Term 20. Indemnity ..... 10
Term 21. Foreign National Participation ..... 10
Term 22. Post-Award Due Diligence Reviews ..... 11

**Subpart B. Financial Provisions ..... 11**

Term 23. Maximum Obligation ..... 11
Term 24. Refund Obligation ..... 11
Term 25. Allowable Costs ..... 11
Term 26. Indirect Costs ..... 11
Term 27. Decontamination and/or Decommissioning (D&D) Costs ..... 13
Term 28. Use of Program Income ..... 13
Term 29. Payment Procedures ..... 13
Term 30. Budget Changes ..... 14

**Subpart C. Miscellaneous Provisions ..... 15**

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities ..... 15
Term 32. System for Award Management and Universal Identifier Requirements ..... 15
Term 33. Nondisclosure and Confidentiality Agreements Assurances ..... 17
Term 34. Subrecipient Change Notification ..... 18
Term 35. Conference Spending ..... 19
Term 36. Recipient Integrity and Performance Matters ..... 19
Term 37. Export Control ..... 21
Term 38. Interim Conflict of Interest Policy for Financial Assistance ..... 21
Term 39. Organizational Conflict of Interest ..... 22
Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment ..... 22
Term 41. Human Subjects Research ..... 23
Term 42. Fraud, Waste and Abuse ..... 24

**Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements ..... 25**

**Term 43. Reporting, Tracking and Segregation of Incurred Costs** ..... 25
**Term 44. Davis-Bacon Requirements** ..... 25
**Term 45. Buy American Requirement for Infrastructure Projects** ..... 27
**Term 46. Affirmative Action and Pay Transparency Requirements** ..... 32
**Term 47. Potentially Duplicative Funding Notice** ..... 32
**Term 48. Transparency of Foreign Connections** ..... 33
**Term 49. Foreign Collaboration Considerations** ..... 33

# Subpart A. General Provisions

## Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

## Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

## Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

## Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

## Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

## Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity

File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

**Condition(s):**

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at https: //www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.

8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at https://www.page.energy.gov/default.aspx.
9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.
10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

***If the Recipient later intends to add to or modify the activities or locations*** as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

## Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

## Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

## Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

## Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000194."

- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

  *Abridged Legal Disclaimer:* "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

  Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

## Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

## Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

## Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

## Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

## Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

## Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

## Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

## Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

## Term 19. Audits

**A. Government-Initiated Audits**

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of

the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

**B. Annual Independent Audits (Single Audit or Compliance Audit)**
The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

## Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

## Term 21. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

### Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

## Subpart B. Financial Provisions

### Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

### Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

### Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

### Term 26. Indirect Costs

**A. Indirect Cost Allocation:**
The Recipient has a Federally approved provisional Negotiated Indirect Cost Rate Agreement (NICRA) with a current effective period identified for billing and estimation purposes and it applies uniformly across all Federal awards. These costs

shall be reconciled or trued up (actual incurred costs) on an annual basis with the Recipient's cognizant agency. An updated rate proposal or NICRA is required if the Recipient requests to bill the DOE higher billing rates than those listed in the current NICRA.

**B. Fringe Cost Allocation:**

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

**C. Subrecipient Indirect Costs (If Applicable):**

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

**D. Indirect Cost Stipulations:**

**i. Modification to Indirect Cost Billing Rates**

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

**ii. Annual Cost Reconciliation**

In accordance with Appendices III-VII of 2 CFR Part 200 or 48 CFR Part 42.7, governing for-profit organizations, the indirect cost billing rates shall be reconciled or trued up (actual incurred costs) on an annual basis via the annual incurred cost proposal within six months after the Recipient's fiscal year end.

**iii. Adjustments to Indirect Cost Billing Rates**

Following an official audit or adequacy review of the incurred cost proposal, one of the following shall apply:

1. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that Recipient invoiced at higher billing rates than actually incurred, the Recipient must refund the Government the over-recovered amounts.

2. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that the Recipient invoiced at lower billing rates than actually incurred, the Recipient may not be reimbursed for increases in its indirect cost rate, which resulted in an under-recovery. Increased indirect cost billing rates cannot be retroactively applied to the DOE award.

**iv. Award Closeout**

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

## Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

## Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

## Term 29. Payment Procedures

**A. Method of Payment**

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

**B. Requesting Reimbursement**

Requests for reimbursements must be made through the ASAP system.

**C. Adjusting Payment Requests for Available Cash**

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

**D. Payments**

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

**E. Unauthorized Drawdown of Federal Funds**

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

## Term 30. Budget Changes

**A. Budget Changes Generally**

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

**B. Transfers of Funds Among Direct Cost Categories**

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.



The Recipient is required to notify the DOE Technology Manager/Project Officer of

any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

**C. Transfer of Funds Between Direct and Indirect Cost Categories**
The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

## Subpart C. Miscellaneous Provisions

### Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

### Term 32. System for Award Management and Universal Identifier Requirements

**A. Requirement for Registration in the System for Award Management (SAM)**
Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

**B. Unique Entity Identifier (UEI)**
SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

**C. Definitions**

For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).

ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f)

*Subrecipients and Contractors*).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

## Term 33. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. *''These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.''*

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may

contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

## Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.[1]
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

[1] It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

## Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

## Term 36. Recipient Integrity and Performance Matters

**A. General Reporting Requirement**

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

**B. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4. Any other criminal, civil, or administrative proceeding if:
    a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

**C. Reporting Procedures**

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

**D. Reporting Frequency**

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

**E. Definitions**

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State

level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

## Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.
The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

## Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide

DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

## Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

## Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

## Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects* (*subpart A which is referred to as the "Common Rule"),* and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially

available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects

## Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

> The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make

required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

## Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

### Term 43. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

### Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.

(2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.

(3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

(4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

(5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.

(6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

**Davis Bacon Act Electronic Certified Payroll Submission Waiver**

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction.

## Term 45. Buy American Requirement for Infrastructure Projects

### A. Definitions

**Components** are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

**Construction Materials** are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

**Domestic Content Procurement Preference Requirement**- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
(A) all iron and steel used in the project are produced in the United States;
(B) the manufactured products used in the project are produced in the United States; or
(C) the construction materials used in the project are produced in the United States.
Also referred to as the **Buy America Requirement**.

**Infrastructure** includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking

water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.
The term "infrastructure" should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

**Manufactured Products** are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

**Primarily of iron or steel** means greater than 50% iron or steel, measured by cost.

**Project**- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

**Public**- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

**B. Buy America Requirement**

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or

manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

**C. Certification of Compliance**

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or

proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

**D. Waivers**

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;

- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).

- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers

should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

## Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide[2] should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

## Term 47. Potentially Duplicative Funding Notice

[2] See OFCCP's Technical Assistance Guide at: https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec Also see the National Policy Assurances http://www.nsf.gov/awards/managing/rtc.jsp

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

## Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

## Term 49. Foreign Collaboration Considerations

a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government

regarding the potential collaboration or negotiating the terms of any potential agreement.

b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.

c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

# GRANT CERTIFICATION

To: Mark Aliff, President of City Council

Via: Heather Graham, Mayor

Re: E-Commute Pueblo Grant (POGG1,EFAA,202500001178)

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: _____ Date: April 9, 2025

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

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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 LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND SPECTRUM PACIFIC WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY

## SUMMARY:

The Ordinance will approve a license agreement with Spectrum Pacific West, LLC, a Delaware Limited Liability Company, which grants it a nonexclusive license to place telecommunications cable and ancillary facilities within the streets and right of ways of the City of Pueblo in order that the company may operate within the City of Pueblo as a broadband provider. The license agreement preserves, to the extent permitted under existing laws, the City's authority to manage its streets and rights of way for the benefit of the public without discrimination among telecommunications and broadband providers.

## PREVIOUS COUNCIL ACTION:

The City of Pueblo has previously approved identical or substantially similar license agreements with other qualifying telecommunication and broadband providers in the past.

## BACKGROUND:

Spectrum Pacific West, LLC has requested a telecommunications license from the City of Pueblo for installation of a fiber network within the City of Pueblo. Currently, the company is intending to construct fiber telecommunications infrastructure to connect communities outside of the City of Pueblo.

## FINANCIAL IMPLICATIONS:

Spectrum Pacific West will pay the City of Pueblo applicable sales and use tax fees, E911 fees, and occupation taxes as required by the terms and conditions of the

agreement.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Pursuant to federal and state law, the City of Pueblo is prohibited from discriminating among or granting preferences to competing telecommunication providers in the issuance of licenses and from creating or erecting any unreasonable requirements for entry to the City of Pueblo's right of way. As such, the City's alternatives are limited to proposing amendments to the proposed license agreement that are consistent with the foregoing limitations.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Telecommunications License Agreement Pueblo Spectrum - Final

ORDINANCE NO.

AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND SPECTRUM PACIFIC WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

SECTION 1.

The License Agreement between the City of Pueblo, a Colorado Municipal Corporation and Spectrum Pacific West, LLC, a Delaware Limited Liability Company, 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 License 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 and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described therein.

SECTION 4.

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

**Action by City Council:**

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

**Action by City Council After Disapproval by the Mayor:**

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

# LICENSE AGREEMENT

This **LICENSE AGREEMENT** ("License Agreement") is entered into this _____day of _____, 20___(the "Effective Date"), by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City"), and Spectrum Pacific West, LLC (hereinafter referred to as "Licensee"). Licensee and City may sometimes be referred to in this License Agreement individually as a "party" or collectively as the "parties."

## WITNESSETH

**WHEREAS**, the City is a Colorado home rule city organized and existing under and by virtue of Article XX of the Colorado Constitution and possesses plenary power and authority over the use and occupation of the public rights of way within its corporate boundaries; and

**WHEREAS**, Licensee represents and warrants: (a) that it is a "Broadband provider" as that term is defined under Colorado and federal law, including, but not limited to, §38-5.5-102(3), C.R.S., or a "telecommunications provider" as that term is defined under Colorado and federal law, including, but not limited to, §38-5.5-102(9), C.R.S and 47 U.S.C. § 153(51); and (b) that it operates within the geographical boundaries of the City of Pueblo; and

**WHEREAS**, Licensee provides its telecommunications and/or Broadband services to customers over a network owned, controlled, or leased by Licensee which lines are authorized pursuant to franchise, license agreement, or revocable permit; and

**WHEREAS**, Licensee may wish to install telecommunications and/or Broadband facilities upon or within certain public rights of way within the corporate boundaries of the City in order to provide telecommunications and/or Broadband services; and

**WHEREAS**, City is authorized under the constitution and laws of the State of Colorado to grant consent to telecommunications and/or Broadband providers to occupy the public rights of way for such purposes; provided, however, the same shall not be nor constitute the granting of a local franchise under Article 16 of the City's Charter nor shall same ever become or ripen into any franchise; and

**WHEREAS**, the City and Licensee have agreed to be bound by the terms and conditions set forth herein which shall govern Licensee's use of the public rights of way.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing recitals and the terms, conditions, and mutual promises set forth herein, the parties agree as follows:

### ARTICLE I - DEFINITIONS

As used in this License Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. As used in this License Agreement, the word "shall" is mandatory, and the word "may" is permissive. Words not defined herein shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this License Agreement.

1. "Telecommunications Act" shall mean the Telecommunications Act of 1996 (47 U.S.C. §151, et seq.), as amended.

2. (a) "Facilities" means all physical components of the Licensee used to provide telecommunications and/or Broadband services which are located, or to become located pursuant to this License Agreement, within the City and are reasonably necessary, useful, or convenient to provide telecommunications and/or Broadband services within the territorial boundaries of the City, including, without limitation, poles, wires, cables, pipes, underground conduits, ducts, manholes, vaults, fiber optic cables and devices, switches, equipment boxes and sheds, and other structures and appurtenances. This term shall also include any Facilities which were installed under any prior License Agreement between the City and Licensee.

(b) "Leased Facilities" means all physical components used by Licensee to provide telecommunications and/or Broadband services which are leased to Licensee by third parties who are authorized by separate instruments to maintain same within Rights of Way within the City.

3. "Account" shall mean each telephone, telecommunications and/or Broadband access line or twisted pair equivalent provided by or on behalf of Licensee, if Licensee provides any type of local exchange service, at a customer's premises over which the customer may send or receive any telephone, telegraph, fax, data, video, or other similar telecommunications and/or Broadband signals; except that "Account" shall not include any customer line used solely for receipt of cable television programming. Provision of a T1 or DS1 line furnished by Licensee to a customer which is connected to switched access service or local exchange service shall be counted as twenty-four (24) accounts; provision of a T3/DS3 shall be counted as six hundred seventy-two (672) accounts.

4. "Jurisdiction" shall mean (a) within the corporate boundaries of the City of Pueblo as now or hereafter constituted, (b) at, upon, under, or across the Pueblo Municipal Airport ("Airport") and Pueblo Municipal Airport Industrial Park ("Industrial Park"), and (c) all highways, streets, roads, and other rights of way between and connecting the City of Pueblo and the Airport and/or Industrial Park where Facilities are located.

5. "Rights of Way" shall mean City streets, roads, alleys, sidewalk areas, and other dedicated rights of way within the Jurisdiction, together with dedicated utility easements within the Jurisdiction and easements deeded to the City for utility purposes, and including state highways and highways which are part of the federal interstate highway system. The term shall not include

any other property owned or leased by the City for other public use including, without limitation, City parks and open spaces.

6. "PMC" shall mean the Pueblo Municipal Code, as amended, and as same may be amended in the future.

7. "Wireless Communications Facility" or "WCF" means a facility used to provide personal wireless services as defined at 47 U.S.C. Section 332 (c)(7)(C); or wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services.

## ARTICLE II - CONDITIONAL CONSENT GRANTED

1. Subject to Licensee's compliance at all times with all of the terms and conditions of this License Agreement, all of the ordinances referenced herein, all applicable local, state, and federal laws, and further subject to the City's lawful exercise of its police power (including, but not limited to, zoning, subdivision, permit, and building code requirements) and the City's prior and superior right to usage for municipal purposes, the City hereby grants to Licensee, insofar as it has or may have the requisite power and authority to do so, a non-exclusive license to make reasonable use of the Rights of Way to construct, install, operate, and maintain Licensee's Facilities in, through, over, above, and along the City's Rights-of-Way within the City to and for the benefit of the City and the inhabitants of the City; provided, however, that with respect to state highways, Licensee must separately obtain consent from the Colorado Department of Transportation. This License Agreement shall extend to all areas of the City as it is now constituted, and to additional areas as the City may increase in size by annexation or otherwise.

2. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to be a franchise, nor an exclusive license or right, and the City reserves the right to make or grant a similar use of the Rights of Way to any other person or persons, including one or more other telecommunications providers.

3. The City retains the following rights in regard to this license:

(a) To revoke the license and consent hereby granted for misuse, non-use, or failure of Licensee to comply with the provisions hereof;

(b) To use, control, and regulate the use of the City streets, roads, easements, other public places, and the Rights of Way, and the space above and beneath the same; and

(c) To require the removal or relocation of any of the Facilities from the Rights of Way if necessary or desirable, in the sole but reasonable judgment of the City, for any public or municipal purpose or project.

4. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to grant authorization to construct or operate Wireless Communications Facilities. Authorization to utilize the Rights of Way for Wireless Communications Facilities must be obtained through separate authorization specifically permitting the use of the Rights of Way for Wireless Communications Facilities.

## ARTICLE III - SCOPE

The license and consent granted by this License Agreement confer only the right to make reasonable use of the Rights of Way for Licensee's provision of telecommunications and/or Broadband services, and it is expressly understood and agreed to by Licensee that Licensee shall not operate a private telecommunications network, Wireless Communications Facilities, nor operate as a "cable operator" as that term is defined under federal law (47 U.S.C. §522(5)), nor shall it provide or offer to provide "cable services" as that term is defined under federal law (47 U.S.C. §522(6)), without proper local, state and federal authorization, as required by law.

## ARTICLE IV - OCCUPATION TAX & E911 SURCHARGES

1. To the extent Licensee operates as a local exchange provider, as defined by §40-15-102(18), C.R.S. and/or as an interexchange provider, as defined by §40-15-102(11), C.R.S the following provisions shall apply:

(a) Licensee understands and acknowledges that City had heretofore adopted Ordinance No. 4267 in December 1976 imposing upon all telecommunications utilities operating within the City, and effective January 1, 1977, an occupation tax as stated in said Ordinance. In its provision of local exchange services, whether directly or through resale, Licensee agrees to be bound by and comply with said Ordinance, including payment of the tax in an amount equal to six dollars ($6.00) per annum for each Account, payable quarterly in equal installments. In providing local exchange services, Licensee hereby expressly agrees that it is and constitutes a telephone utility within the meaning of Ordinance No. 4267 and Licensee irrevocably waives and relinquishes any right it has or may have to claim or assert that said Ordinance is invalid under law or should not be applied to Licensee, including, without limitation, any claim that said Ordinance violates any provision of state law or the Telecommunications Act.

(b) The City has by Ordinance No. 9864 imposed an emergency telephone charge ("E911 Charge") of one dollar seventy-two cents ($1.72) per month per exchange access facility, wireless communications access, and interconnected voice-over-internet-protocol service provided within the Jurisdiction, as authorized by §29-11-100.5, et seq., C.R.S. Licensee agrees to collect the E911 Charge from its customers and promptly remit the same monthly E911 Charge to the City as provided by §29-11-103(1), C.R.S.

## ARTICLE V - SALES AND USE TAXES

1. Licensee agrees to obtain a sales and use tax license from the City and to comply with all provisions of Title XIV of the Pueblo Municipal Code relating to sales and use taxes.

2. Licensee acknowledges and agrees that to the extent Licensee sells telecommunications services to customers within the City, including the provision of interstate telephone access service and interlata access service, such service is taxable by the City pursuant to §14-4-61(3), PMC, and Licensee shall collect such taxes from its customers and promptly remit same to the City in accordance with Title XIV, PMC.

## ARTICLE VI - USE OF RIGHTS OF WAY

1. Facilities shall be located, installed, and maintained so that none of the Facilities endanger the lives, health, or safety of persons, or interfere with any public improvements the City or other governmental entities (including any stormwater, sanitary sewer, or water utilities or enterprises) have in place or may deem proper to make, nor shall the location, installation or maintenance of the Facilities hinder or obstruct the use of the streets or other public ways for their public purposes, including, but not limited to, vehicular and pedestrian traffic. All Facilities shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins any Right of Way.

2. Prior to the commencement of construction of any portion of its telecommunications or Broadband system within the City (other than Leased Facilities), Licensee shall furnish to the City the general schematic plans for its Facilities, including system route maps, renderings of equipment boxes and structures, engineering, traffic control, and landscaping plans. In addition, the Licensee shall assess and report on the impact of its proposed construction on the City environment. Such plans and reports may be reviewed by the City to ensure, (a) that all applicable laws including building and zoning codes and air and water pollution regulations are complied with, (b) that aesthetic and good planning principles have been given due consideration, and (c) that adverse impact on the environment has been minimized. The Licensee shall comply with all regulatory requirements of the City lawfully binding on the Licensee and shall incorporate all other reasonable changes to its plans requested by the City.

3. Not less than thirty (30) days prior to construction of any Facilities within the Rights of Way at any specific location, Licensee shall furnish the City's Director of Public Works with detailed plans for such Facilities including detailed location drawings and final architectural, engineering, traffic control, and landscaping plans. Prior to commencing construction, Licensee shall: (a) obtain written approval of the Director of Public Works of the construction plans, (b) procure appropriate excavation permits pursuant to Chapter 6 of Title XII, PMC, and permits required by Chapter 3 of Title XII, PMC, or permits required pursuant to any similar ordinance adopted by City in the future, (c) pay all fees associated with such permits, and (d) comply with all requirements of said Chapters 3 and 6 of Title XII, the terms of said permits, and the City's Standard Construction Specifications and Standard Details adopted March 28, 2005, or as

subsequently revised.

4. All construction, excavation, maintenance, and repair work done by Licensee shall be done in a workmanlike and expeditious manner that minimizes the inconvenience to the City, the general public, and individuals. Licensee shall be liable for any damage to the City or City-owned property caused by Licensee's failure to act in a timely manner. All such construction, excavation, maintenance, and repair work done by Licensee shall comply with all applicable codes of the City and the State of Colorado, and Licensee shall be responsible for obtaining all applicable permits and licenses. The City shall have the right to inspect all construction or excavation work to ensure compliance with applicable codes and permits, and may order Licensee to perform corrective work. All public and private property disturbed by Licensee's activities shall be promptly restored by Licensee at its expense to substantially its former condition, subject to inspection by the City's Director of Public Works or their designee and compliance by Licensee with reasonable remedial action required by said official pursuant to the inspection. Licensee shall be liable to the City for the full cost of restoring any public property not promptly remedied by Licensee as required by said official.

5. The installation, maintenance, renovation, and replacement of Facilities by Licensee shall be subject to regulation by the City including as to (a) the location of Facilities in or upon the streets, alleys, and dedicated easements, (b) the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements, and driveways, (c) the timing and scheduling of work, and (d) the temporary closure of portions of streets and alleys. All Facilities shall be designed and installed so as to cause a minimal amount of interference with public property, water mains, sewer mains, electric and natural gas facilities, street lights, traffic signals, and all other municipal or authorized public use of the Rights of Way. The City's Director of Public Works may direct and require Licensee to locate its Facilities within a defined telecommunications corridor within any street or other Right of Way or otherwise at a specific location to minimize interference with other facilities or utilities. Licensee shall install and maintain its Facilities in such manner as to minimize interference with trees, natural features, and vegetation. Whenever feasible, Licensee shall enter into pole-sharing and conduit-sharing agreements with third parties in order to co-locate its wires and cables upon poles or within the conduit of other telecommunications providers or utilities.

6. Licensee shall, upon reasonable notice of not less than sixty (60) days, and at its sole cost and expense, remove, locate, and relocate its Facilities in, on, over, or under any Rights of Way in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair, or change in grade of any street, sidewalk, public improvement, or City project, or for the purpose of promoting the efficient operation of any such public improvement or project, or for the purpose of facilitating the vacation and/or redevelopment of Right of Way by the City. In the event Licensee fails to act within a reasonably allocated time, the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the City for the costs thereof. In the event the City causes Licensee's facilities to be relocated, the City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

Licensee may request an extension of time to relocate facilities due to the inability to relocate its Facilities due to the actions or inactions of a third party which is unaffiliated with Licensee and not under contract with or under the control of Licensee. Such request for extension shall not be unreasonably withheld by the City.

7. Except where specifically authorized by the Director of Public Works of the City, all of Licensee's Facilities located within Rights of Way shall be located underground. In locations where wires or cables of franchisees of the City or of authorized local exchange carriers are presently located above-ground, the Director of Public Works will allow Licensee's Facilities to also be located above-ground unless he has specific reasons for not allowing above-ground installation at such location. Thereafter, and notwithstanding that any such authorization had been given, should the City subsequently determine for any area of the City that telephone or telecommunications wires, cable television cables, or electric utility wires located above ground shall be relocated underground, Licensee shall, upon reasonable notice, at its sole cost and expense, relocate its Facilities below ground in cooperation with other affected interests. In the event that Licensee fails to act within a reasonable allocated time the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the City for the costs thereof. In the event the City causes Licensee's Facilities to be relocated, the City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

8. After execution of this License Agreement, Licensee shall join and associate with the notification association of owners and operators of underground facilities in accordance with the requirements of Article 1.5 of Title 9, Colorado Revised Statutes. Prior to undertaking any excavation within the Rights of Way, Licensee shall comply with the notice requirements of said Article.

## ARTICLE VII - ADDITIONAL CITY REGULATION

1. The City expressly reserves its right and duty to adopt, from time to time, in addition to the provisions herein contained, such charter provisions, ordinances, and rules and regulations as may be deemed necessary by the City to promote the health, safety, and welfare of its inhabitants and their property.

2. Notwithstanding anything in this License Agreement to the contrary, Licensee acknowledges that the City is planning to develop a new telecommunications policy which will be implemented through one or more ordinances or resolutions to be adopted by the City Council of the City, and/or through regulations to be adopted by Departments of the City. Licensee agrees that upon adoption of any such policy or regulations after the Effective Date, this License Agreement or any provision thereof may be unilaterally revoked or canceled by the City without cause and replaced with new terms and conditions which shall be made equally applicable within each class of Broadband or telecommunications provider operating within the City.

3. If, during the term of this License Agreement, the City is authorized pursuant to

Colorado Law to collect compensation for use of the Rights of Way by telecommunications providers and the City enacts an ordinance concerning the use of Rights of Way which requires compensation for the use of the Rights of Way from any class of telecommunications providers on a competitively neutral and nondiscriminatory basis within such class, then Licensee shall, in accordance with the terms of such ordinance, pay such compensation.

## ARTICLE VIII - COORDINATION AND CONDUIT/POLE SHARING

1. In order to minimize disruption to vehicular traffic and inconvenience to the public, and to enable the limited width of Rights of Way to be apportioned among all utilities, telecommunications providers, and other interests needing to locate or maintain facilities in the Rights of Way for the benefit of the public, it is imperative that pole sharing and conduit sharing be encouraged to the greatest extent possible. In furtherance of such purposes, Licensee agrees that it shall reasonably cooperate with the City, authorized utilities, and other local exchange carriers in placing conduit within the Rights of Way and in sharing unused space within underground conduits owned by Licensee, and upon poles or other above-ground facilities owned by Licensee.

2. Whenever the Licensee intends to install new underground conduit or replace existing underground conduit in a build greater than five hundred (500) feet in length, Licensee shall, whenever feasible, provide the City and all utilities, cable television franchisees, and local exchange carriers authorized to use the Rights of Way, with sixty (60) days advance written notice in order to permit the additional contemporaneous installation of conduit by the City, and such utilities, cable television franchisees, authorized telecommunications providers, and local exchange carriers. If the City desires additional conduit installed, it will so notify the Licensee and the City shall be responsible for the additional incremental expense of installing such additional conduit. If a utility, cable television franchisee, authorized telecommunications provider, or local exchange carrier desires additional conduit installed, it will so notify the Licensee in writing at least ten (10) days prior to the proposed construction date, and such party requesting the additional conduit shall be responsible for a pro-rata expense of installing such additional conduit. This Section is intended to maximize the coordination of facilities located within rights of way, and is not intended to govern routine connections of customers to an installed network not involving significant line extension or other excavations of limited scope.

3. Notwithstanding anything to the contrary in Section 2 of this Article VIII, in order to minimize disruption to the public and enable use of the public rights of way for public purposes, in connection with any installation of underground conduit by Licensee, the City may request Licensee to install one additional conduit for exclusive use by the City for public and municipal purposes. In any such case, Licensee shall install the conduit as requested and the City shall reimburse Licensee only for the cost of the conduit and associated handholes and pull boxes for the conduit, and for the additional incremental expense of installing such additional conduit, handholes, and pullboxes.

## ARTICLE IX - INDEMNIFICATION

1. Licensee shall install, construct, maintain, and operate its telecommunications and/or Broadband system in a reasonable manner and shall use commercially reasonable efforts to provide reasonable protection against injury or damage to any and all persons or property. Licensee agrees to indemnify, defend, and hold the City harmless from all claims, costs, demands, suits, reasonable expert witness and attorneys' fees, court costs, and other reasonable costs of defense and judgments to the extent the same arise from, in whole or in part, Licensee's negligent acts or omissions or failure to comply with the provisions of this License Agreement, and from all damages or penalties to the extent arising out of the installation, construction, operation, or maintenance of Licensee's telecommunications and/or Broadband system, whether or not any act or omission complained of is authorized, allowed, or prohibited by this License Agreement, except to the extent such damages or penalties result from the negligent acts or omissions or intentional or willful and wanton misconduct of the City. The City shall not be liable for, and Licensee shall indemnify, defend, and hold the City harmless from all costs, damages, and claims to the extent arising from or relating to delay by Licensee in performing its obligations hereunder, for any cause whatsoever, except for the negligent acts or omissions or intentional or willful and wanton misconduct of the City, other users of the Rights of Way, or a force majeure event.

2. The City shall provide prompt written notice to the Licensee of the pendency of any claim or action against the City arising out of the operations of the Licensee, the exercise by the Licensee of its rights under this License Agreement or the performance thereof by the Licensee. Licensee shall have sole control over the defense, investigation, and all negotiations for the compromise or settlement of any such claims; however, Licensee shall not enter into any compromise or settlement which imposes any obligation or liability on the City without the prior written consent of the City. The City shall provide Licensee with all reasonable cooperation, information, and assistance in connection with the claim; provided, however, that failure by the City to provide prompt notice of a claim; grant such sole control; and/or provide such cooperation, information and assistance shall not relieve Licensee of its obligations under this Article IX, except to the extent that the City is materially prejudiced by such failure. In the event that Licensee fails to timely assume the defense of any such claim which has been properly and promptly tendered to License. Licensee also hereby agrees to pay all reasonable expenses of the City incurred by the City in defending itself with regard to any such damages, claims, or penalties, including all out- of-pocket expenses, reasonable attorneys' fees, and the reasonable value of any services rendered by the City Attorney, his assistants, or any employees of the City (collectively "Expenses"), but shall not be required to pay for any Expenses that are in excess of any settlement or compromise which was rejected by the City. Nothing herein shall limit the Licensee's obligation of full indemnification under this License Agreement.

## ARTICLE X - INSURANCE

Prior to the commencement of any installation of Facilities under this License Agreement, Licensee shall procure and thereafter continuously maintain, for as long as this License Agreement

remains in effect, at Licensee's expense, Commercial General Liability ("CGL") insurance written on ISO form CG 00 01 01 96, or a substitute form providing equivalent coverage, with a limit of not less than $2 Million per occurrence, covering liability arising from premises, operations, independent contractors, personal injury, products completed operations, and liability assumed under an insured contract, on an occurrence basis. Under the terms of the required CGL policy, this License Agreement shall be defined as an insured contract. The policy shall identify the City as an additional insured, shall contain a waiver of right of subrogation against the City and shall have all necessary endorsements to provide coverage without exclusion for explosion, collapse, and underground property damage hazards. A certificate of insurance shall be filed with the City's Director of Finance prior to commencement of installation of Facilities, which evidences compliance with the policy requirements stated above and provides for thirty (30) days prior written notice to the City prior to cancellation or material change of any insurance referred to therein. In the event the certificate states that it confers no rights upon the certificate holder, the City may require Licensee to furnish a complete copy of the policy including all declarations and endorsements.

## ARTICLE XI - TERM

Unless sooner terminated as provided herein, the term of this License Agreement shall be for a period of five (5) years from and after the date of the Agreement. The parties may mutually agree in writing to renew this Agreement at expiration of the initial term.

## ARTICLE XII - REMEDIES, TERMINATION, REMOVAL

1. In the event of any breach of the terms of this License Agreement by Licensee, the City shall have the right to obtain one or more of the following remedies, which are expressly agreed to be cumulative, and the exercise of any one (1) or more of them shall not be dependent upon the exercise of any other remedy, nor does the exercise of any one (1) or more of them constitute any bar or limitation to the exercise of any other: (a) specific performance or injunctive relief, (b) monetary damages, and (c) termination. In the event the City is required to commence an action to enforce its rights under this License Agreement or to obtain remedies provided above and the party which substantially prevails therein, shall be entitled to recover its costs, including reasonable attorneys' fees and expert witness fees.

2. Before terminating this License Agreement for cause on account of any default by Licensee, the City shall provide Licensee with written notice of the default and afford Licensee a reasonable period of not less than thirty (30) days in which to cure the default.

3. In the event Licensee abandons the telecommunications or Broadband system installed under the terms of this License Agreement or a certain part thereof or fails to use it for a period of one (1) year, or in the event the term of this License Agreement expires, or this License Agreement is terminated or is canceled for any reason, then Licensee shall remove its telecommunications or Broadband system, or the abandoned portions thereof in the case of a partial

abandonment, at its expense. As an alternative to removal, if mutually agreed to by Licensee and the City, the ownership of the telecommunications or Broadband system (or abandoned portions) may be transferred to the City, in which event, all obligations and liabilities of Licensee under this License Agreement in connection with the portion of the telecommunications or Broadband system so transferred to the City shall terminate.

4. Licensee may cancel this License Agreement at any time, as described below, upon ninety (90) days' written notice to the City, subject to the indemnification requirements of this License Agreement, the removal provisions set forth in Section 3 of this Article XII above, and any other provisions that survive the termination of this License Agreement.

## ARTICLE XIII - NOTICES

Except as otherwise provided herein, notice under this License Agreement shall be deemed sufficient if provided in writing and mailed by US certified mail, return receipt requested, or delivered by a nationally recognized courier, and shall be deemed effective upon actual receipt or refusal of delivery, and shall be addressed to the respective party as follows:

If to the City:
Mayor
1 City Hall Pl.
Pueblo, CO 81003

with a copy to:
Director of Public Works
211 E. "D" Street
Pueblo, CO 81003

If to Licensee:
Senior Manager, Government Affairs
6399 S. Fiddler's Green Circle
Greenwood Village, CO 80111

with a copy to:
legalnotices@charter.com
and
Charter Communications
Legal Department - Operations
12405 Powerscourt Drive
St. Louis, MO 63131

## ARTICLE XIV - EFFECT OF MORE FAVORABLE LICENSE AGREEMENTS

In the event that any wireline telecommunications provider offering telecommunications

services, other than cable services, for a fee to the public, or to such classes of users as to be effectively available to the public is granted consent to use the City's Rights of Way pursuant to terms and conditions which, if applied to Licensee, would be more favorable than those included herein, shall notify the City of such terms and conditions and Licensee shall have the option to renegotiate with the City with respect to such terms and conditions.

## ARTICLE XV - SUCCESSORS AND ASSIGNS

Licensee may sell, transfer, lease, or assign this License Agreement or its rights under this License Agreement, in whole or in part, with prior thirty (30) days' written notice to the City if to: (a) any entity controlling, controlled by, or under common control with Licensee; or (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization, or consolidation involving Licensee. This License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No provision of this License Agreement shall confer rights or benefits upon any person not a party hereto.

## ARTICLE XVI - SIGNATURES

The persons signing this License Agreement on behalf of Licensee represent and warrant that such persons and Licensee have the requisite power and authority to enter into, execute and deliver this License Agreement and that this License Agreement is a valid and legally binding obligation of Licensee enforceable against Licensee in accordance with its terms. This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such components together shall constitute one and the same instrument. This License Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

## ARTICLE XVII - FORCE MAJEURE

Neither party shall be liable for its failure to perform any of its obligations hereunder if such failure is caused by an Act of God, labor strike, fire, earthquake, power blackouts, pandemics, epidemics, or any other cause beyond its reasonable control and without its fault or negligence.

## ARTICLE XVIII - LAWS GOVERNING/VENUE

This License Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and applicable federal law. Venue for any proceeding brought pursuant

to this License Agreement shall be in the District Court located in Pueblo County, Colorado or the Federal District Court for the District of Colorado to the extent the dispute involves a federal question.

## ARTICLE XIX - COUNTERPARTS; ELECTRONIC DISPOSITION

This Agreement may be executed in multiple counterparts, each of which constitutes an original hereof. Regardless of the number of counterparts, all shall constitute only one agreement. In making proof of this License Agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties. Furthermore, the original of this License Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this License Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

## ARTICLE XX - PUBLIC DISCLOSURE

The Licensee acknowledges that this License Agreement is public record within the meaning of the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq*. as the same may be amended, and accordingly may be disclosed to the public.

## ARTICLE XXI - AMENDMENT

This License Agreement may not be amended except pursuant to a written instrument signed by both parties.

## ARTICLE XXII - OTHER RIGHTS OF WAY USERS

The parties understand and agree that the Licensor permits other persons and entities to install utility facilities in the PROW. In permitting such work to be done by others, the Licensor shall not be liable to Company for any damage caused by those persons or entities.

## ARTICLE XXIII - ENTIRE AGREEMENT

This License Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to this License Agreement and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

[*Remainder of Page Intentionally Left Blank – Signature Page Follows*]

**IN WITNESS WHEREOF**, Licensee and the City have executed this License Agreement as of the Effective Date first above written and under the laws of the State of Colorado.

CITY OF PUEBLO,
A Municipal Corporation

ATTEST:

_____

By:_____

City Clerk

Mayor

[SEAL]

Spectrum Pacific West, LLC
By: Charter Communications, Inc., Its Manager
LICENSEE

_____

_____

ATTEST:

_____

By:_____

Title:_____

Title:_____

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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 AWARDING AND APPROVING AN AMENDMENT TO THE LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SOUTH PRAIRIE AND O'NEIL ENTERPRISES, LLC FOR THE OPERATION, MANAGEMENT, AND PROMOTION OF CERTAIN FACILITIES AT THE HONOR FARM'S PUEBLO MOTORSPORTS PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

## SUMMARY:

This Ordinance awards and approves an amendment to the Lease and Management Agreement between the City of Pueblo and South Prairie and O'Neil Enterprises, LLC for the operation, management, and promotion of motor sports events at the Pueblo Motorsports Park located within the Honor Farm Park & Open Space.

## PREVIOUS COUNCIL ACTION:

On March 8, 2021, City Council approved Ordinance No. 9894 which approved a Lease and Management Agreement between the City and South Prairie and O'Neil Enterprises, LLC for the operation, management, and promotion of certain premises at Pueblo Motorsports Park.

## BACKGROUND:

In 2009, the City of Pueblo established the Honor Farm Enterprise, responsible for the operation, management, and improvement of the 2,373-acre Honor Farm property. The Honor Farm Enterprise, by City Ordinance, is required to be operated and managed without subsidy from the City's General Fund. The racing facility at the Pueblo Motorsports Park (PMP) contains approximately 233 acres of fenced-in, contained motorsports areas and facilities within the Honor Farm property.

On March 8, 2021, City Council approved Ordinance No. 9894 which approved a Lease and Management Agreement between the City and South Prairie and O'Neil

Enterprises, LLC for the operation, management, and promotion of certain premises at Pueblo Motorsports Park.

South Prairie and O'Neil Enterprises, LLC are in the final year of their initial Lease and Management Agreement for the operation, management, and promotion of certain premises at Pueblo Motorsports Park. South Prairie and O'Neil Enterprises, LLC are requesting to create a new 25-year lease beginning January 2026.

**FINANCIAL IMPLICATIONS:**

In accordance with the Lease and Management Agreement's financial terms, South Prairie and O'Neil Enterprises, LLC would propose the elimination of the annual base rent of $25,000 per year until at least the five-year review. Since all of the rental income will be reinvested back into the park, eliminating it would not affect City expenses in the short term. By eliminating the $25,000 in annual rent, South Prairie and O'Neil Enterprises, LLC would significantly enhance their ability to improve the park as they could use their own funds to do so. This change would allow to save for larger projects.

To ensure the facility continues to be well-maintained, South Prairie and O'Neil Enterprises, LLC request that the Parks and Recreation Department appoint a city representative to conduct inspections on a biannual basis. This oversight will help confirm that the property is properly cared for while enabling the contractor to focus on meaningful investments in park improvements.

The city will maintain the Kubota tractor, sweeper, sprayer, scrubber, and laydown attachment, which are City-owned.

The city will cover water and electricity expenses. South Prairie and O'Neil Enterprises, LLC will pay for all other utilities, including internet, phone, and waste disposal.

South Prairie and O'Neil Enterprises, LLC will cover the first $1,500 on general maintenance items. The City would cover expenses beyond $1,500.

**BOARD/COMMISSION RECOMMENDATION:**

The Honor Farm Enterprise Advisory Committee has recommended that this Agreement be approved as submitted.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

If this Ordinance is not approved, South Prairie and O'Neil Enterprises, LLC will finish out the remainder of the term per the current agreement.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. PMP Management Agreement 2.0 w DanSM edits(3) w-out ex pgs-FINAL
2. Ex A-E_final

ORDINANCE NO.

AN ORDINANCE AWARDING AND APPROVING AN AMENDMENT TO THE LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SOUTH PRAIRIE AND O'NEIL ENTERPRISES, LLC FOR THE OPERATION, MANAGEMENT, AND PROMOTION OF CERTAIN FACILITIES AT THE HONOR FARM'S PUEBLO MOTORSPORTS PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, the City owns certain real property known as the Pueblo Motorsports Park, located at 3733 North Pueblo Boulevard, Pueblo, Colorado 81008 (the "Park"); and

WHEREAS, the Operator has experience of managing and conducting motor sports events and desires to continue to manage, use, maintain, and operate certain facilities at the Park for the purpose of conducting motor sports events; and

WHEREAS, the City is willing to enter into this Agreement to permit the Operator to continue to manage, use, maintain, and operate certain facilities at the Park for the purpose of conducting motor sports events at the Pueblo Motorsports Park in accordance with and subject to the terms and conditions of this Agreement; NOW, THEREFORE,

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

SECTION 1.

The Lease and Management Agreement dated May 12, 2025, between the City of Pueblo and South Prairie and O'Neil Enterprises, LLC, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Purchasing Agent is hereby authorized to execute the 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 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 Agreement to implement the policies and procedures described therein.

SECTION 4.

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

**Action by City Council:**

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

**Action by City Council After Disapproval by the Mayor:**

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

**LEASE AND MANAGEMENT AGREEMENT FOR CERTAIN FACILITIES AT PUEBLO MOTORSPORTS PARK**

This Lease and Agreement ("**Agreement**") is made and entered into this ____ day of _____, 2025, (the "**Agreement Date**") by and between the City of Pueblo acting by and through its Honor Farm Properties Enterprise (hereinafter referred to as "**City**"), and South Prairie and O'Neil Enterprises, LLC (hereinafter referred to as "**Operator**") and shall be effective as of the first day of January of the year of the Agreement Date (the "Effective Date").

## RECITALS

WHEREAS, the City owns certain real property known as the Pueblo Motorsports Park, located at 3733 North Pueblo Boulevard, Pueblo, Colorado 81008 (the "**Park**"); and

WHEREAS, Operator has experience managing and conducting motor sports events and desires to manage, use, maintain, and operate certain facilities at the Park for the purpose of conducting motor sports events; and

WHEREAS, City is willing to enter into this Agreement to permit Operator to manage, use, maintain, and operate certain facilities at the Park for the purpose of conducting motor sports events at the Pueblo Motorsports Park in accordance with and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## TERMS AND CONDITIONS

**1. DEFINITIONS.** As used herein, the following words and phrases shall have the following meanings:

(a) "City Fleet" means the City's Department of Fleet Maintenance, located at 300 E. "D" Street, Pueblo, CO. "City Fleet Services Supervisor" means the City's Director of Fleet Maintenance or any person that the Director of Fleet Maintenance may authorize to act in his stead.

(b) "Director" means the City's Director of Parks and Recreation or any person that the Director of Parks and Recreation may authorize to act in his stead.

(c) "Equipment" shall mean all equipment, supplies and/or materials listed in Agreement Exhibit B attached hereto.

(d) "Grounds Equipment," "Concessions Equipment," "Office/Mobile Home Equipment" and "Tower Equipment" used individually shall only mean that equipment specifically designated by and listed under those headings in Agreement Exhibit B attached hereto.

(e) "Leased Premises" means and includes all of the facilities, tracks, buildings, and land included within that area of the Park outlined in red on the map and/or aerial photo attached as Agreement Exhibit A. No event shall be conducted outside the leased boundary on the Honor Farm property without prior written approval of the City, which approval shall not be unreasonably withheld. Events may not be held on the land surrounding the Honor Farm property.

(f) “Physical Facilities” shall mean the buildings, parking lots, tracks, plumbing system, heating system, and electrical system located on the Leased Premises.

(g) “Profit” shall mean adjusted gross income reported on Operator’s annual Federal Tax Return.

(h) "Sponsorship Contract" means any contractual arrangement in which a third-party business pays for the right to have its product used or sold at the Leased Premises, or to place advertising signs, banner, and other materials at the Leased Premises.

**2. EXHIBITS TO AGREEMENT.**

(a) The following exhibits are attached and incorporated as part of this Agreement:

Agreement Exhibit A: Area Map with marked perimeter designating the Leased Premises, Honor Farm Map, Race Facility Maps I & II
Agreement Exhibit B: List of Equipment
Agreement Exhibit C: Request for Proposal for Bid 20-058
Agreement Exhibit D: Certificate of Insurance
Agreement Exhibit E: PERA Questionnaire

(b) In the event of any conflict between the terms of this Agreement and any Exhibit made a part of this Agreement, the Terms and Conditions of this Agreement shall take precedence and control over all Exhibits.

**3. GRANT OF EXCLUSIVE RIGHT TO OCCUPY AND OPERATE LEASED PREMISES.**

(a) City grants to Operator the exclusive right to occupy, use, manage, maintain, and operate the Leased Premises in order to conduct motor sports events, subject to:

(1) The City's right to enter the Leased Premises with or without notice to Operator to inspect the premises, and to perform major repairs. City will use good faith efforts to notify Manager of its need to enter the Leased Premises.

(2) The City’s right to review and approve any and all Sponsorship Contracts as set forth in Section 10 of this Agreement.

(3) The City’s right to inspect the Operator’s records, including but not limited to sales receipts, inventory lists, equipment logs, third party Release Agreements, purchase orders, payroll, financial records, tax returns, and bank statements, or any subcontractor contracted by Operator to work, manage, or operate all or a portion of the Leased Premises. Any subcontract agreement must include a provision reserving this right to the City. Operator shall, at least quarterly, submit financial reports evidencing profits, ticket sales, and any other financial information the Director requires.

(4) Operator holding, operating and/or managing a guaranteed minimum number of racing events on the Leased Premises as follows:

- 12 Road Racing events (motorcycle or auto)
- 12 Non-Consecutive Friday Night Drag events (June, July, August)
- 4 Drag Racing Points events

(5) Operator shall enter into a rental agreement with Southern Colorado Quarter Midgets Association and Southern Colorado Youth Development for use of the tracks located within the Leased Premises.

**4. TERM.**

(a) The initial Term of this Agreement shall commence on the Effective Date and terminate on December 31, 2049 ("Term") unless sooner terminated pursuant to the terms of this Agreement.

(b) No later than December 31, 2031, Operator shall provide all financial documents, to include tax returns, to the City for the purpose of examining the financial status of the Park as well as usage numbers to determine if any changes need to be made to this Agreement.

**5. RENT.**

(a) Base Rent. Operator shall pay to the City without notice, offset, or deduction base rent for the Leased Premises as follows, except as may be provided in Sections 9 and 14 herein:

Yearly Rental Rates:

| | | |
|---|---|---|
| i. | Years 1 to 5 (January 1, 2025 – December 31, 2029) | $0.00 |
| ii. | Year 6 to 50 (January 1, 2030 – December 31, 2049 | $25,000.00 |

Beginning in Year 6, the Operator shall pay rent as indicated above. Following in Year 7, the rent shall increase biennially (every 2 years) based upon the CPI for all urban consumers, CPI-U or comparable index if the Department of Labor changes or modifies the CPI-U or no longer publishes the CPI-U. The rent shall be increased by a percentage equal to the percentage increase in the CPI-U during each preceding two-year period over the comparable CPI-U for the first month of each 2-year period. If there is no percentage increase in the CPI-U for any preceding 2-year period, the rents will remain the same as the preceding 2-year period for the next 2-year period. In no event, shall the percentage increase for the rent be greater than 5 precent (5%).

(b) In the case where the Operator invest, allocate and/or spends a substantial amount of funds (greater than $5,000) in the facility relating to improvements, additions, fixtures, equipment, and major repairs for the Leased Premises (the "In-Kind Rent"), subject to the City's prior written consent, that amount will be considered to fulfill any future rent requirements.

(c) Operator shall comply with all laws, rules, ordinances, and directives applicable to all work performed by Operator or on Operator's behalf, including the securing all required bonds. Operator shall obtain all required permits and approvals with respect to all such work. Operator shall be solely liable to its contractors and subcontractors, and shall hold harmless, defend, and indemnify City from any claims by said contractors or subcontractors, including claims for nonpayment. All modifications, alterations, and improvements made or added to the Leased Premises by Operator (other than Operator's inventory, equipment, movable furniture, wall decorations, and trade fixtures) shall be deemed real property and a part of the Leased Premises, but shall remain the property of Operator during the Agreement, except that Operator shall not remove said property from the Leased Premises during the term of this Agreement. Operator hereby covenants and agrees not to grant a security interest in any such items to any party other than the City.

(d) Operator shall submit to City a written proposal for all purchases to be made for In-Kind Rent, which will include the value thereof and the anticipated costs of maintenance. Operator must obtain the prior written approval of the Director and Mayor prior to any expenditure. Operator shall maintain the improvements, additions, fixtures, equipment, installations, and major repairs in good and safe condition,

appearance, and state of repair, regardless of the cause or need for maintenance and repair. Operator must submit a copy of a final invoice and proof of payment to Director in order to receive credit towards the In-Kind Rent due. The purchased improvements, additions, fixtures, equipment, installations, and major repairs shall aggregate to the value greater than five thousand dollars and zero cents ($5,000.00) to qualify for In-Kind Rent. Unless this Agreement is terminated early by City pursuant to Paragraph 19(c), should this Agreement be terminated for any other reason prior to the date of its expiration, City shall not refund to Operator the cost of any improvements, additions, fixtures, equipment, installations, and major repairs. The improvements, additions, fixtures, equipment, installations, and major repairs shall become the property of the City upon termination of this Agreement.

(e) At the end of Year 5, the Operator shall submit financial statements of the track's operations to the City for review. Upon review by the City, the City may negotiate future Rental payments.

**6. FEES.**

(a) Spectator Fees. Operator will deliver to the City one dollar ($1.00) per spectator or other attendee for all events directly hosted or administered by Operator. Spectator Fees are in addition to and not part of the Basic Rent. Spectator Fees shall be made payable to the Honor Farm Enterprise and delivered to the Director at the place designated in this Agreement for Notice to the City. Spectator Fees shall be due without notice, offset, or deduction on the first day of each month following an event, where Spectator Fees collected for all events held the previous month are due.

(b) Vehicle Fees. Operator will deliver to the City five dollars ($5.00) per vehicle that uses a track for any event or rental. Vehicle Fees are in addition to and not part of the Basic Rent. Vehicle Fees shall be made payable to the Honor Farm Enterprise and delivered to the Director at the place designated in this Agreement for Notice to the City. Vehicle Fees shall be due without notice, offset, or deduction on the first day of each month, where all Track Improvement Fees collected in the previous month are due.

(c) Track Improvement Account. Spectator Fees and Vehicle Fees paid to the Honor Farm Enterprise shall be held in an escrow account ("**Track Improvement Account**") by the City to be used solely for track and road course overlay and repair. Operator shall request from the City, in writing, disbursements be made for the purpose of track and road course overlay and repair. All overlay and repairs shall be performed pursuant to the requirements of this Agreement. City shall provide Operator an annual report providing the current escrow balance and a report of transactions.

**7. UTILITIES.** City shall pay the reasonable water and electricity expenses for the operation of the Park. Operator shall pay, before delinquent, all other charges for utilities, including but not limited to gas, sewage, phone, trash, cable, and internet.

**8. SECURITY DEPOSIT.**

(a) **In addition to any funds paid by Operator to City by way of prior management agreements, the sum of which City shall retain,** Operator shall pay to City and City shall retain a deposit in the sum of Five Thousand Dollars ($5,000) to ensure performance of Operator's obligations under this Agreement. Operator shall pay one half of the Security Deposit ($2,500) upon execution of this Agreement. Operator shall pay the balance of the Security Deposit ($2,500) no later than seven (7) business days after Operator holds its first revenue generating event. In the event that Operator fails, neglects or refuses to pay any rent, fee, or other sum due under this Agreement, or fails to perform any obligation under this Agreement, then City may, in its sole and absolute discretion, draw from this Security Deposit to remedy Operator's default. Nothing contained in this Agreement shall require City to remedy Operator's default in this manner, and City may instead, in its sole and absolute discretion, refuse to remedy Operator's default by drawing on the Security Deposit, and instead pursue the remedies for default provided in this Agreement or by law.

(b) In the event that City draws from this Security Deposit to remedy Operator's default, City shall notify Operator in writing and require Operator to replenish the deposit to its original level. Failure of Operator to comply with this Section shall constitute a material breach of this Agreement.

(c) Within sixty (60) days after the Term of this Agreement, including any extension thereof, expires or terminate, City shall refund to Operator the Security Deposit, less any portion of the Security Deposit that City has applied to remedy any of Operator's defaults under this Agreement, including but not limited to unpaid rent, other sums due under this Agreement, and any damages or cleaning that may be required, whether discovered during the Term of this Agreement or afterward.

## 9. CITY TO PROVIDE CERTAIN CAPITAL IMPROVEMENTS AND EQUIPMENT.

(a) City has paid for certain capital improvements to the Leased Premises and purchased the Equipment presently located on the Leased Premises as set forth in Exhibit B attached hereto, for Operator's use on the Leased Premises. All such improvements and Equipment shall remain Property of the City and shall be returned to the City at the termination of this Agreement. All Equipment shall be tagged with City identification within one (1) month of signing of this document.

(b) Operator shall not remove any Equipment from the Leased Premises without the express written consent of the City. The City will maintain those items described in Exhibit B as "City's Responsibility to Maintain". Operator shall maintain those items describe in Exhibit B as "Operator's Responsibility to Maintain". Operator shall transport City's Equipment to the City's Fleet Maintenance Shop as required herein. Equipment described in Exhibit B "Operator's Responsibility to Maintain" which Operator wishes to discard shall be done so only after written approval by City's Director of Parks and Recreation. Operator is hereby advised that Operator shall be solely responsible for personally inspecting the Equipment before execution of this Agreement and any use of the Equipment. Operator's execution of this Agreement and use of the Equipment shall constitute an expressed acknowledgement by Operator that the Equipment is safe and adequate for Operator's intended and permitted use. Operator shall have exclusive control of the Equipment during this Agreement, subject to the City's right of inspection, and shall be responsible for all equipment and for adequate safeguard for the protection of Operator, its employees, agents, independent contractors, subcontractors, representatives, and persons engaged in any activity on the Leased Premises. Notwithstanding any provision in this Agreement to the contrary or which may be construed to the contrary, City assumes no obligation or responsibility to replace the Equipment, or to keep or maintain the Equipment in good and safe condition, appearance, or state of repair, regardless of cause of need for maintenance, repair, and/or replacement. City is not subject to the Occupational Safety and Health Administration ("OSHA") and shall not be liable for any fine or fee levied against Operator thereby.

## 10. SPONSORSHIP CONTRACTS AND WEBSITE.

(a) **Sponsorship Contracts.** Operator may enter into sponsorship contracts for less than Fifty Thousand Dollars ($50,000) without the prior written consent of the City; however, the City reserves the right to require Operator to discontinue any sponsorship contracts and/or advertising that the City believes, in its sole and absolute discretion, is not in the City's best interests. Any sponsorship contract over Fifty Thousand Dollars ($50,000) or involving the naming of the whole, or any portion of the Leased Premised must be approved by the City in writing, which approval may be withheld in the sole and absolute discretion of the City.

(b) **Website & Social Media Site.** Operator must work with the City and provide necessary information to the City in order to update the Pueblo Motorsports Park website at all times during the Term of this Agreement and any extension thereof. Operator must always insure a proper link from the Pueblo Motorsports Park website to the City of Pueblo website at all times during the Term of this Agreement.

Operator may create and manage a separate social media site to promote the Pueblo Motorsports Park. The City has the right to require Operator to discontinue any advertising on the Pueblo Motorsports Park website or any social media site that the City believes, in its sole and absolute discretion, is not in the City's best interests.

**11. MAINTENANCE OF LEASED PREMISES AND EQUIPMENT.**

(a) Except as otherwise provided in this Agreement, Operator shall operate, staff, manage, clean, repair, keep clean and sanitize, and maintain the Leased Premises and Equipment. Operator shall perform these duties with reasonable care according to the highest standards in the industry.

(b) Operator shall use and maintain the Leased Premises in a clean, safe, and orderly manner, in compliance with all federal, state, and city laws and regulations and all rules and policies promulgated by the Director. Operator shall not allow ramming exercises on the racetracks within the Leased Premises. Operator may allow drifting events and military training on the Leased Premises, so long as such events and training do not involve firearms, explosives, or vehicles that would damage the racetracks and the Leased Premises. Where Operator allows drifting events or military exercises on the Leased Premises, Operator shall at its sole cost and expense repair all damage to the premises caused thereby immediately after the event or training, fully indemnify the City against any related claims, and provide adequate additional insurance to cover the event or training and such use of the premises.

(c) Operator shall develop and follow a maintenance schedule to control the growth of natural vegetation on the Leased Premises. This program shall include a regular schedule for weeds and other vegetation to be sprayed and mowed or otherwise eliminated. Operator shall ensure that all-natural vegetation in the vicinity of the racetrack and spectator areas shall not exceed 5 inches (5") in height or otherwise as approved by Director. City will provide support to Operator as available to assist in the control of natural vegetation on the Leased Premises, which may include supplying information, guidance, or chemicals.

(d) Operator shall not set any portion of the Park on fire; or use any incendiary or explosive devices without the prior written approval of the Fire Department and Director.

(e) Operator shall repair and restore the Leased Premises and all its tracks and facilities to pre-event condition within a reasonable time after each Operator event. Operator shall report to the Director any major damage to the Leased Premises within one business day after the damage occurs.

(f) Operator shall provide dust control during its use of off-road areas when necessary, to the extent and degree determined by City in its sole and absolute discretion, which shall include the use of Equipment to spray the tracks when using off-road areas.

(g) Operator shall immediately clean up oil spills or any other fluid spills on the Leased Premises, including but not limited to the tracks, pits and staging areas. Operator will comply with all federal, state, and local laws, rules and regulations pertaining to the clean-up and disposal of oil, chemicals and other waste.

(h) The City may inspect the Leased Premises at any time, but in no event less that twice per year, to determine if any additional cleaning is necessary, including but not limited to fluid spills, major debris, screws and glass. If so directed by the City after inspection of the Leased Premises, Operator shall perform all necessary additional clean-up at its sole expense.

(i) Operator shall be responsible, at its sole expense, for all maintenance of the Physical Facilities and Equipment, except as provided in paragraphs (k) through (m) below. Operator shall notify

the Director of any damage or theft of Equipment or of the Physical Facilities within twenty-four (24) hours of the occurrence.

(j) Operator shall record and maintain a log of all hours of use of each piece of Grounds Equipment identified in Exhibit B as City Responsibility to Maintain, which shall be provided to the City Fleet Services Supervisor the first day of each month. Once per year or as otherwise requested by City, Operator shall provide access to the Leased Premises and Grounds Equipment in order to allow the City to inspect and test said equipment. Within ten (10) days after this Agreement is executed by both parties, and by January 15 of each year the Agreement is in effect thereafter, Operator shall set up a yearly schedule for inspection and testing of the equipment with Fleet Services. If requested by City, inspection and testing of the Grounds Equipment will occur at City Fleet. Operator shall be responsible for transporting Grounds Equipment to City Fleet. All inspection and/or testing work must be performed during the City Fleet Department's normal working hours Monday through Friday from 8:00 a.m. to 5:00 p.m. Operator will only hire and use qualified persons to operate the Grounds Equipment.

(k) Operator shall be responsible for all routine maintenance of the Grounds Equipment identified on Exhibit B as Operator's Responsibility to Maintain. All routine maintenance shall be performed by a certified, licensed technician belonging to Operator's organization and approved by Director in writing. If Operator does not have available such a technician, then all routine maintenance shall be performed by City Fleet.

(l) All work on equipment identified as City Responsibility in Ex. B must be performed during City Fleet's normal working hours, Monday through Fridays from 8:00 a.m. to 5:00 p.m. at City's Fleet's facility. Operator is responsible for transporting all equipment to City Fleet for maintenance and for all costs and fees incurred as a result. Operator shall be responsible for the cost of all parts necessary for routine maintenance of the Grounds Equipment identified in Exhibit B as Operator's Responsibility. City shall be responsible for the cost of all parts necessary for routine maintenance of the Grounds Equipment identified in Exhibit B as City's Responsibility. For the purposes of this Agreement, "routine maintenance" means all simple, small-scale maintenance normally associated with regular and general upkeep, both preventative and to address normal wear and tear, and specifically includes but is not limited to the replacement or changing of fluids, filters, tires, bulbs, and fuses, but shall not include major repair or replacement of parts or subsystems.

(m) Operator shall pay the first one thousand five hundred dollars ($1,500) per occurrence, to make major repairs and/or replacements of the Physical Facilities excluding items specifically listed in paragraph 11(n). Thereafter, the City shall pay any and all remaining amounts necessary to repair and/or replace the Physical Facilities and Grounds Equipment so long as the repair and/or replacement is not necessitated by the negligence of Operator, its employees, agents, subcontractors, guests, and/or invitees; except that the City may, within its sole and absolute discretion, choose not to repair or replace if it determines the repair and/or replacement is not necessary to the operation of the Leased Premises. In addition to the requirements in paragraph 11(k), Operator shall notify the City Fleet Services Supervisor when an item of equipment in need of major repair within twenty-four (24) business hours of the damage and schedule an appointment with the City Fleet Services Supervisor to bring the item in for repair. All repairs to said equipment shall be performed by City Fleet during City Fleet's normal working hours, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at City's Fleet's facility, unless otherwise mutually agreed upon by the Parties as provided herein. Operator is responsible for transporting all equipment to City Fleet for repairs and for all costs and fees incurred as a result. All invoices provided to Operator for maintenance, repair, and/or replacement of the Physical Facilities shall be paid within forty-five (45) days of the invoice. City and Operator may negotiate to allow an independent professional to perform repairs of the Equipment on the Leased Premises. Operator shall provide a detailed written quote describing the nature and extent of the repair, necessary parts, labor time, and any costs and fees for approval by Director and City Fleet Services Supervisor. Director and City Fleet Services Supervisor may request additional information as needed in order to evaluate the request. Operator must obtain the prior approval of Director

and City Fleet Services Supervisor prior to any work being performed, which approval may be withheld by City in its sole and absolute discretion. For the purposes of this Agreement, "repair or replacement" means: a repair that necessitates the removal of an integral part; wherein replacement of a part with a new, used, or rebuilt one is necessary; or one in which a substantial amount of time to complete is required; and specifically includes but is not limited to engine and transmission rebuilding or replacement, timing of the engine or replacement of timing chains, repair or replacement of the drive train, chassis, suspension system, axels, water pump, belts, replacement of glass, or any auto-body work.

(n) Operator shall pay the first five hundred dollars ($500) per occurrence, to repair and/or replace the Concession, Office/Mobile Home, and Tower Equipment. Thereafter, the City shall pay any and all remaining amounts necessary to repair and/or replace the Concession, Office/Mobile Home, and Tower Equipment so long as the repair and/or replacement is not necessitated by the negligence of Operator, its employees, agents, subcontractors, guests, and/or invitees; except that the City may, within its sole and absolute discretion, choose not to repair or replace the Concession, Office/Mobile Home, and Tower Equipment if it determines the repair and/or replacement is not necessary to the operation of the Leased Premises. All invoices provided to Operator for maintenance, repair, and/or replacement of Concession, Office/Mobile Home, and Tower Equipment, or any other Equipment listed in Exhibit B, shall be paid within forty-five (45) days of the invoice.

(o) Except as otherwise provided in this Agreement, Operator shall be responsible for maintaining all tracks in substantially the same condition as they existed on the date of this Agreement except for normal and acceptable wear and tear.

**12. CONSERVATION EASEMENT; SPECIAL EVENTS; POLICE DEPARTMENT USE; KEYS; AND PYROTECHNICS.**

(a) **Conservation Easement.** Operator understands and agrees that this Agreement and Operator's use of the Leased Premises is subject to the conditions and limitations of the Conservation Easement recorded July 2, 2001 as Reception No. 1390542 in the records of the Pueblo County Clerk and Recorder ("Easement"). Operator acknowledges receipt of a copy of the Easement. City makes no representation or warranty that Operator's intended use of the Park or the provisions of this Agreement are approved uses or allowed under the Easement.

(b) **Special Events.** Operator shall notify Director of its intent to host special events upon the Leased Premises at least forty-five (45) prior to the event date, or as soon as reasonably possible thereafter but in no event less than thirty (30) days before the intended date of the special event. Director shall evaluate each request and shall notify Operator of his approval or disapproval in writing at least thirty (30) days prior to the event date. For the purposes of this Agreement, "special events" shall be those that require the relocation, modification, or removal of a structure or improvement on the Leased Premises, or a physical modification to a feature or surface configuration of any land area within the Leased Premises, including but not limited to moving the bleachers or mobile home, or digging mud pits, holes, or other cavities.

**(b) Police Department Use.** Operator shall allow the Pueblo Police Department to use the Leased Premises for training purposes. The Pueblo Police Department and Operator shall coordinate in good faith to schedule such training purposes to accommodate any third-parties who pay for track rental on a day concurrent with the Pueblo Police Department. Operator shall be responsible for any damage that occurs during Pueblo Police Department use of the Leased Premises, unless Operator enters into a written agreement with the Pueblo Police Department that indicates the Police Department shall be responsible for any damages.

(d) **Keys.** Operator must provide access per City request to the Leased Premises, including but not limited to any buildings, facilities, and tracks. In the event that Operator changes any locks to any buildings, gates, or facilities Operator must within twenty-four (24) hours provide a copy of all new keys

to the Director. Every key should be marked or otherwise identify the purpose and/or location within the Leased Premises to which each key pertains.

(e) **No Pyrotechnic Devices**. Operator shall under no circumstance use pyrotechnic devices, explosives, fireworks, or incendiary devices of any kind anywhere in the Park without prior written approval from the Fire Department and the Director.

**13. INSURANCE, INDEMNITY, AND RELEASES.**

(a) **Insurance and Proof of Insurance.** Operator shall, within ten (10) days after this Agreement is executed by both parties, and on the anniversary of such execution each year, obtain the following insurance coverages and provide to the City the following Certificates of Insurance showing that Operator has obtained the following insurance coverages. Operator shall maintain all such insurance coverages at all times during the term of this Agreement:

(1) Workers' Compensation Insurance, including Occupational Disease Provisions, effective during the entire Term of this Agreement and any extension thereof, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Operator may have no employees as defined under said Act or that Operator might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Operator performing work at the Leased Premises irrespective of whether such employees may be shareholders, managers, partners, or owners of Operator or exempt employees under the Act. If any class of employees engaged in hazardous work under this Agreement at the Leased Premises in not protected by the Workers' Compensation statute, the Operator shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

(2) Commercial General Liability Insurance, effective during the entire Term of this Agreement and any extension thereof, issued to and covering the liability of Operator with respect to all work and events performed by Operator and its subcontractors under this Agreement, to be written on a Commercial General Liability policy form. This insurance shall be written in amounts not less than $2,000,000 for each occurrence and $4,000,000 aggregate. This policy of insurance shall be endorsed naming the City of Pueblo, its Enterprises, controlled Nonprofit Corporations, their officers, agents and employees as additional insured. The policy shall also provide coverage for contractual liability assumed by Operator under the provisions of this Agreement, and "Completed Operations and Projects Liability" coverage. The Commercial General Liability Insurance policies shall contain a waiver of subrogation.

(3) Comprehensive Automobile Liability Insurance effective during the entire Term of this Agreement and any extension thereof, written with limits of liability for injury to one person in any single occurrence of not less than $1,000,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This policy of insurance shall be endorsed naming the City of Pueblo, its Enterprises, controlled Nonprofit Corporations, their officers, agents and employees as additional insured. This insurance shall include uninsured/underinsured motorist coverage and shall protect Operator from any and all claims arising from the use both on and off the Basic Services site of motor vehicles, including any automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Operator. The Comprehensive Automobile Liability Insurance policies shall contain a waiver of subrogation.

(b) **Notices to City in Policies.** Every insurance policy and certificate of insurance specified in subsection (a) of this Section shall contain a provision and/or special endorsement requiring that the Insurer notify the City in writing, in the manner provided in this Agreement, ten (10) days prior to any formal action being taken in the event that any such policy or coverage will be revoked, terminated, rescinded, or lapse.

(c) **Releases and Claims Waiver.** Operator forever releases and waives any and all claims, known and unknown, presently existing or arising in the future, and any suit or action in law or equity against the City, its Enterprises, controlled Nonprofit Corporations, their officers, agents, independent contractors, and employees ('Released Parties") in any court or tribunal, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that Operator, its officers, agents, independent contractors, or employees may suffer, related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.

(d) **Operator Covenants Not to Sue.** Operator shall not file, pursue or prosecute any suit, action or proceeding, in law or in equity, in any court or tribunal, against the Released Parties, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that Operator, its officers, agents, independent contractors, or employees may suffer related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.

(e) **Operator Indemnifies.** Except for the City's gross negligence and willful misconduct, Operator shall indemnify, defend and hold harmless the Released Parties against any liability for any damages, attorney's fees, and restitution that may be imposed by any court or tribunal in any suit, action or proceeding in law or equity filed by any person or entity based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that any such third person may suffer as a result of any cause, including related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.

(f) **Operator Must Obtain Releases from Third Parties.** Prior to entering the Park on any Operator Event day, all Operator employees and agents, and event participants MUST sign a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Release Agreement"), the language of which must be approved by the Director, in the presence of Operator personnel and all executed Release Agreements shall be maintained and kept on file by Operator for at least three (3) years from the date of the Release Agreements. Originals or copies of the Release agreements shall be delivered to the City upon its request. Operator's obligation to maintain these records and provide them to the City upon request shall survive termination or expiration of this Agreement. Operator shall bear sole responsibility for full compliance with this Section. Entry into the Park by any Operator employee, agent, or event participant during an event prior to the execution of a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement by such individual shall constitute a material breach of this Agreement by Operator.

**14. IMPROVEMENTS.**

(a) **Operator Fuel Storage Facility.** If Operator decides to utilize the above ground fuel storage facility it shall utilize and maintain the system in compliance with all federal, state and city ordinances and laws, specifically including all City fire ordinances and regulations. Any other fuel vendor hired by Operator shall also meet with the City Fire Department prior to selling fuel to ensure compliance with all federal, state and city ordinances, and laws.

(b) **Costs of Improvements; Approval Required.** The parties agree that Operator shall have the right to make improvements or other alterations to the Leased Premises. Operator shall have the right to offset, reduce or eliminate all future payments of Base Rent due under this Agreement for pre-approved costs associated with the development, installation, and construction of any such improvements. City shall not refund to Operator the cost of improvements. Operator shall submit to City a written proposal for all proposed improvements that includes the estimated value of the improvements and the anticipated cost of development, installation, construction, and maintenance. Operator must obtain the prior written approval

of the Director and Mayor for any proposed improvements and a certificate from the Pueblo Regional Building Department approving any proposed improvements. All improvements must be approved in writing by the City prior to installation or construction. Any proposed changes must meet all building permit regulations and be constructed, installed, maintained, and operated in compliance with all local, state, and federal laws and regulations. Except as otherwise provided in this Agreement, Operator shall maintain the improvements in good and safe condition, appearance and state of repair, regardless of the cause or need for maintenance and repair. All offsets, reductions, or eliminations of rent must be mutually agreed upon by Operator, Director, and Mayor and be documented in writing and signed by all Parties prior to any work being performed. To receive a reduction, offset, or elimination, Operator must submit a copy of a final invoice and proof of payment to Director in order to receive credit for rent. If an improvement is not performed or completed, or Operator's payment for the same is rejected, dishonored, or not completed for any reason, rent shall be paid according to the provisions in Section 5.

(c) **Improvements Become City Property Upon Termination of Agreement.** All improvements and alterations shall become the property of the City at the option of the City upon termination or expiration of this Agreement.

**15. MAINTENANCE OF ACCOUNTS AND RECORDS.** Operator shall keep and maintain accurate and complete accounts and records of all activities and transactions conducted by Operator on or from the Leased Premises, including without limitation sales receipts, inventory lists, equipment logs, third party Release Agreements, purchase orders, payroll, financial records, tax returns and bank statements, or any subcontractor contracted by Operator to work, manage, or operate all or a portion of the Leased Premises, in accordance with generally accepted accounting principles, which accounts and records shall be available for inspection, copy and audit by City during normal business hours. Operator shall, at least quarterly, submit financial reports evidencing profits, ticket sales, and any other financial information the Director requires. Operator shall retain all such accounts and records for a minimum period of three (3) years after termination of this Agreement.

**16. INTELLECTUAL PROPERTY**. This Agreement is solely for access to and use of the Leased Premises. Operator shall not photograph, film, or broadcast any Event or any part thereof without first obtaining the prior written consent of the City, except that Operator may post pictures and videos to the Pueblo Motorsports Park website and social media site so long as the same portray the City in a positive light. City reserves the right to remove or require the removal of any information, pictures, or videos from Operator's social media site if it determines, in its sole and absolute discretion, that the same do not positively portray the City or are misleading in any way.

**17. NO REPRESENTATION OR WARRANTY OF CONDITION OR FITNESS.** THE LEASED PREMISES IS PROVIDED ON AN "AS IS" "WITH ALL ITS FAULTS" BASIS, AND CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OR FITNESS OF THE LEASED PREMISES FOR OPERATOR'S EVENTS OR FOR ANY PARTICULAR USE OR PURPOSE. Accordingly, Operator is hereby advised that Operator shall be solely responsible for personally inspecting the Leased Premises before execution of this Agreement and commencement of any Event. Operator's execution of this Agreement or commencement of any Event shall constitute an expressed acknowledgement by Operator that the Leased Premises is safe and adequate for Operator's permitted use. Operator shall have exclusive control of the Leased Premises during the pendency of this Agreement, subject to the City's right of access, and shall be responsible for all equipment and for adequate safeguard for the protection of Operator, its employees, agents, independent contractors, subcontractors, and representatives, and persons engaged in any activity on the Leased Premises. Except as otherwise provided in this Agreement, the City assumes no obligation or responsibility to keep or maintain the Leased Premises or any track or facility thereon in good and safe condition, appearance, or state of repair, regardless of cause of need for maintenance and repair.

**18. MINORS.** No individual under the age of eighteen (18) years, including Junior Dragsters and Quarter Midget racers shall be allowed in any restricted area of the Leased Premises (which shall include the track surface, starting line area, garage areas, staging lanes, run-off areas, trackside communications stations, and any other location as defined in generally accepted policies of liability coverage for Motorsports entities), without a (1) Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, and (2) a Parental Consent to the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement executed by each minor and the minor's parent or legal guardian. The language of the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement and Parental Consent to the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement must be approved by the Director. These documents must be signed in the presence of Operator personnel and are required before said minor's entrance into the restricted areas of the Leased Premises. All executed documents shall be delivered maintained and kept on file by Operator for three (3) years from the date of the Release Agreements. Originals and/or copies of the Release Agreements shall be delivered to the City upon request. Operator's obligation to maintain these records and provide them to the City upon request shall survive termination or expiration of this Agreement. Operator shall bear sole responsibility for full compliance with this Section. Entry by any individual to a restricted area prior to the execution of the Agreements listed above in this Section by the proper party shall constitute a material breach of this Agreement by Operator.

**19. TERMINATION AND DEFAULT.**

(a) **Default and Correction.** If either party is in default hereunder, the non-defaulting party may give written notice describing the default to the defaulting party. If the defaulting party does not correct such default within twenty (20) days after receipt of said notice, or if the default cannot be corrected within said 20-day period and the defaulting party fails to commence action to correct the default within said 20-day period and thereafter diligently pursues corrective action, the non-defaulting party may upon an additional five (5) days' notice given to the defaulting party terminate this Agreement.

(b) **Termination for Breach.** Notwithstanding the foregoing, if Operator commits a breach of any term of this contract, City may terminate this Agreement upon thirty (30) days' prior written notice to Operator specifying the breach and the date of termination. Except for accrued rights and liabilities and those covenants which survive termination hereunder, upon such termination each party shall be released from all future duties and obligations hereunder.

(c) **Termination Without Cause.** Notwithstanding the foregoing, either party may terminate this agreement without cause by providing 60 days' written notice to the other party. No premature termination of this Agreement shall affect any right of either party accruing prior to such termination, whether such right is conferred by the terms of this Agreement or arises under general principles of law. If City chooses to terminate without cause, City shall reimburse Operator any outstanding approved future reductions or eliminations of Base Rent as agreed upon in section 14b.

**20. NOTICE.** Any notice required or permitted to be given hereunder shall be in writing and delivered personally or by certified mail, postage prepaid, as follows:

(a) If to City: Director of Parks and Recreation, City of Pueblo, 800 Goodnight Ave., Pueblo, Colorado 81005; and Mayor, City of Pueblo, #1 City Hall Place, 2nd Floor, Pueblo, Colorado, 81003.

(b) If to Operator: THORBURN LAW GROUP, LLC, 5460 South Quebec Street, Suite 310, Greenwood Village, Colorado 80111.

**21. MISCELLANEOUS.**

(a) **Additional Documents.** The Parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement.

(b) **Force majeure.** Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires not caused by a breach of this Agreement, a declared national emergency, a pandemic and/or epidemic, floods, storms, lightning strikes, labor strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

(c) **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

(d) **Section Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

(e) **Integrations, Severability, Amendment, Counterparts, and Electronic Signature.** This Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement. This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms

(f) **No Third-Party Beneficiaries; No Waiver of Immunities.** Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

(g) **Waiver of Breach.** A waiver by any party to this Agreement or the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

(h) **Authority of Signers.** Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

(i) **Attorney's Fees and Costs of Collections.** In the event that it becomes necessary for any Party to bring any action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party shall be entitled to collect its reasonable attorney fees, costs of suit, and costs of collection as part of the judgment in such action or proceeding.

(j) **No Multi-year Fiscal Obligation on City.** This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor 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 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 the City which may arise under this Agreement in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

(k) **Certain Provisions Survive Expiration and Termination.** The provisions of this Agreement pertaining to insurance, releases, indemnification, payments to the City excluding Base Rent, and liability shall survive the expiration of the term of this Agreement and termination of this Agreement and continue in effect for a period of five years following the termination of this Agreement and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

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

(m) **Assignment.** This Agreement shall not be reassigned by Operator without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion.

**IN WITNESS WHEREOF,** the Parties hereto have executed and delivered on this _____ day of _____, 2025.

SOUTH PRAIRIE AND O'NEIL ENTERPRISES, LLC

By:_____

Name: _____

Title: _____

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By:_____

Heather Graham, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

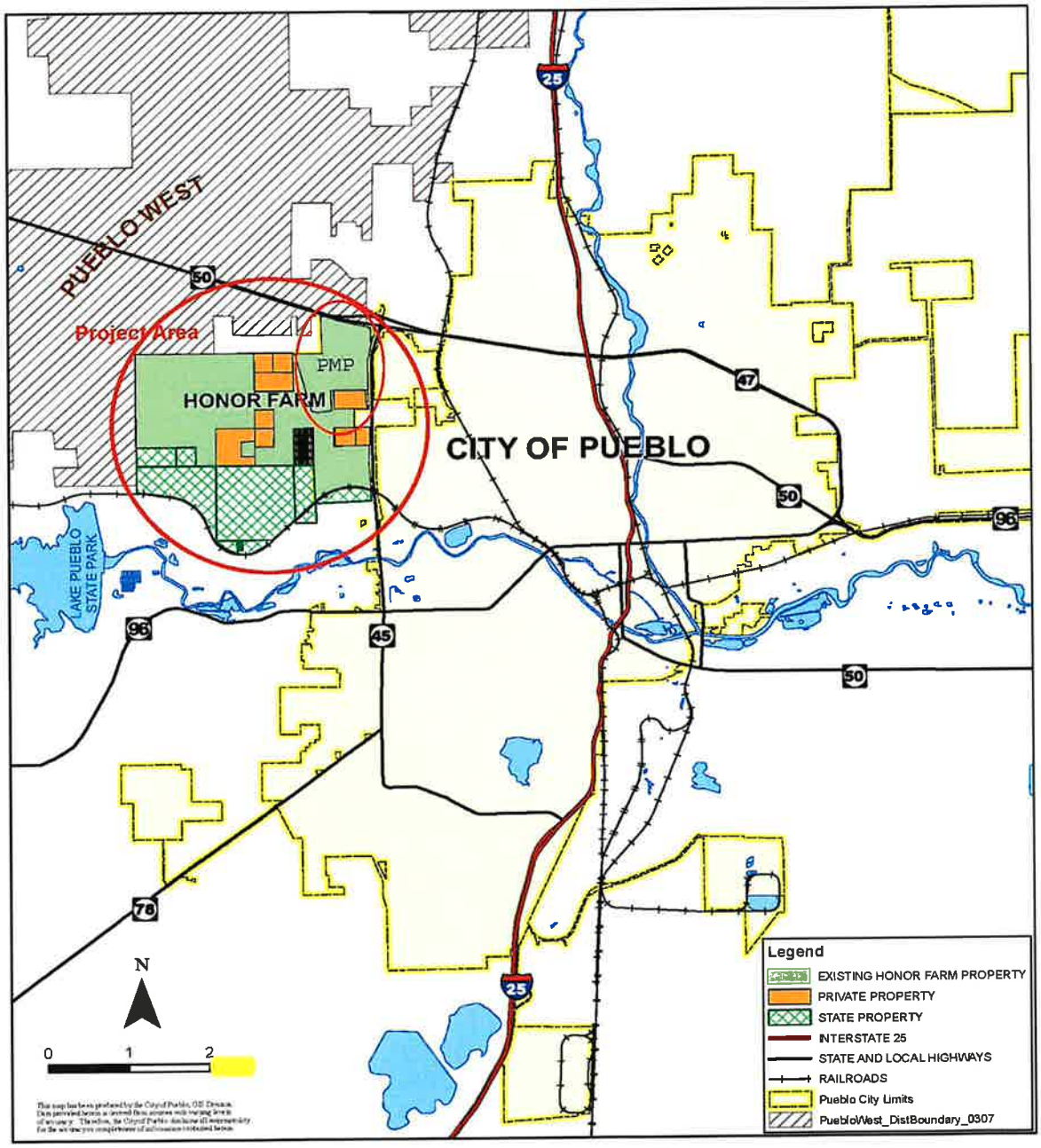
**EXHIBIT "A"**

AREA MAP WITH MARKED PERIMETER DESIGNATING THE LEASED PREMISES, HONOR FARM MAP, RACE FACILITY MAPS I & II

# EXHIBIT A

## AREA MAP

City of Pueblo
Pueblo Motorsports Park Project
AREA MAP



# EXHIBIT A

## HONOR FARM MAP

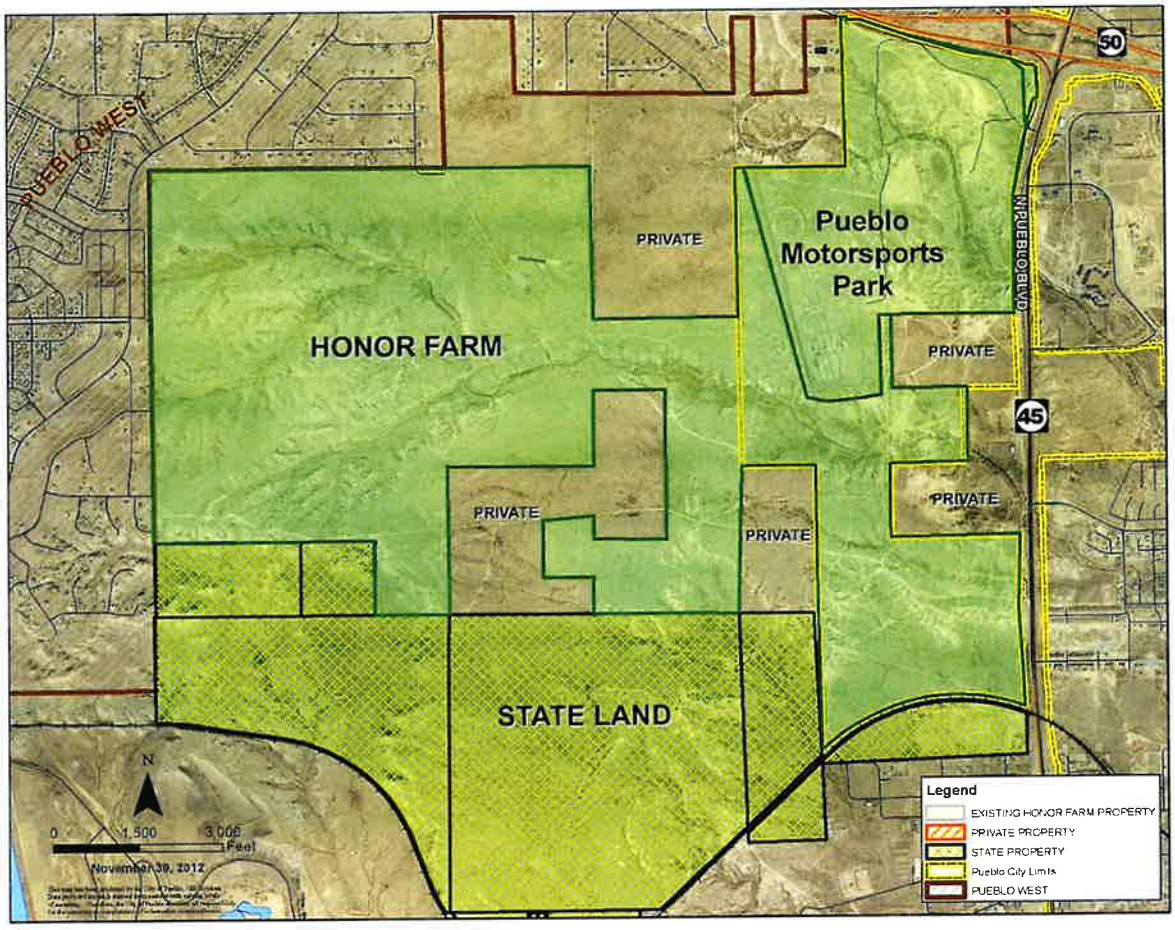
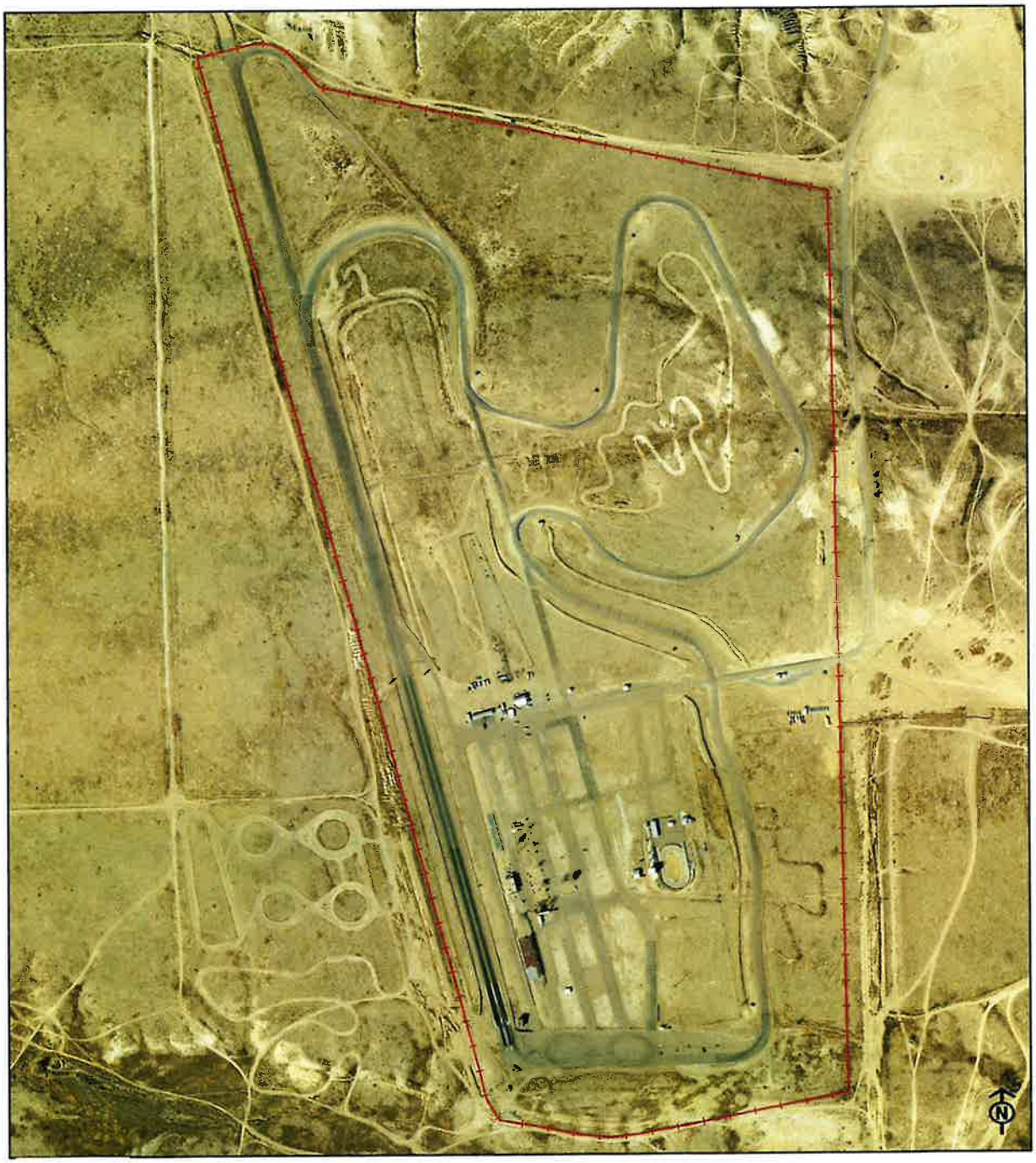


**EXHIBIT A**

**RACE FACILITY MAP I**

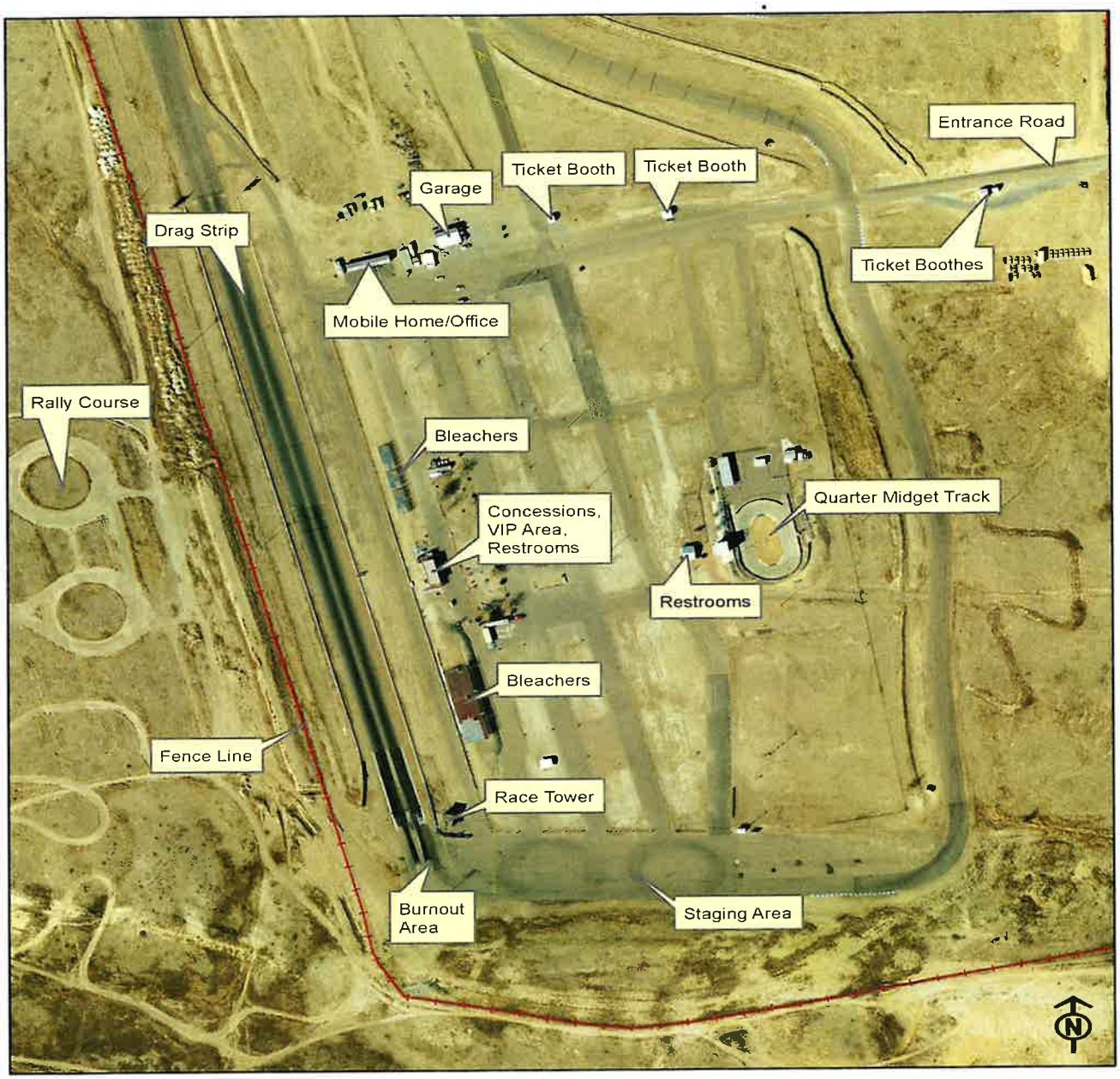
**Pueblo Motorsports Park**



# EXHIBIT A

## RACE FACILITY MAP II

### Pueblo Motorsports Park




PUEBLO GIS DIVISION

**EXHIBIT "B"**

LIST OF CITY EQUIPMENT

See itemized list attached hereto.

**EXHIBIT B – PMP EQUIPMENT LIST *(04/04/2025-updated)***

## City's Responsibility

| Vehicle # | Year | Description | Capital Asset |
|---|---|---|---|
| 226019 | 2012 | SWEEPER, 2012 LAYMOR Model SM300 | 17716 |
| 226020 | 2012 | TRACTOR, KUBOTA M108S | 17723 |
| 226021 | 2012 | SWEEPMASTER/RUBBER LAYDOWN ATTACHMENT | 25306 |
| Tank/pmp001 | | | |
| Pump/pmp002 | 2021 | Custom Built Track Sprayer | NA |

## Operator's Responsibility

| Vehicle # | Year | Description | Capital Asset |
|---|---|---|---|
| 226022* | 2004 | ATV, POLARIS 600, GREEN* | 25256 |
| 226023* | 2007 | ATV, POLARIS 330 TRAILBOSS, YELLOW* | 25257 |
| 226028* | 1998 | TRUCK, FORD F150 PICKUP, 1 TON, TEAL* | 15126 |
| 226902* | 1999 | TRAILER, HANDMADE FLATBED* | 17371 |
| 221814* | 1978 | DUMP TRUCK, C60, 2 ½ TON* | NA |
| 221499* | 1973 | WATER TRUCK, C60, 2 ½ TON* | NA |
| | | 2,000 GALLON PLASTIC WATER TANK* | NA |
| 221911* | 1979 | TRACTOR, FORD 5600* | NA |
| | | JOHN DEERE BRUSH HOG MOWER, 6', MODEL #616* | NA |
| | | (2) - 500 GALLON FUEL TANKS | NA |
| | | FUEL CONEX STORAGE, 40' x 8' | NA |
| | | HURST HYDRAULIC CUTTER/HYDRAULIC UNIT | NA |
| | | WATER SUPRESSION TANK, 70 GALLONS | NA |
| | | HOSE REEL W/50' HOSE | NA |
| | | (12) – FIRE EXTINGUISHERS | NA |

## CONCESSIONS

| Description | Capital Asset |
|---|---|
| UPRIGHT FREEZER, Frigidaire | 31457 |
| GRIDDLE/RANGE, Vulcan | NA |
| 3 BAY SINK | NA |
| DISPLAY COOLER, True, Model #GDM-23 | NA |
| STAINLESS STEEL PREP TABLE | NA |
| FREEZER, DEEP, Frigidaire | 31458 |
| REFRIGERATOR, 2 DOOR, True | NA |
| (2) – STORAGE RACKS | NA |
| WATER HEATER | NA |
| EXTRA WATER TANK | NA |
| WALL HAND SINK | NA |
| REFRIGERATOR, MINI, Delfield | NA |
| DEEP FRYER, Dean | 31466 |
| MICROWAVE OVEN, Panasonic | NA |
| PRESSURE WATER TANK, BLUE | NA |
| (3) – METAL RACKS | NA |
| SINGLE BAY SINK | NA |

## OFFICE/MOBILE HOME

| Description | Capital Asset |
|---|---|
| CLOTHES WASHER, Lady Kenmore | NA |
| CLOTHES DRYER, Kenmore | NA |
| STOVE, ELECTRIC, Whirlpool | NA |
| FILE CABINET, BLACK | NA |
| DESK, BLUE | NA |

**AS IS – OPERATOR RESPONSIBLE FOR MAINTENANCE AND/OR REPLACEMENT*

**EXHIBIT B – PMP EQUIPMENT LIST *(04/04/2025-updated)***

## TOWER

| Description | Capital Asset |
|---|---|
| REFRIGERATOR, MINI, Kenmore | Serial #11069446 |
| REFRIGERATOR/FREEZER, WHITE, Westinghouse | NA |
| (9) – FIRE EXTINGUISHERS | NA |
| FLOOR JACK, LARGE (In Garage) | NA |
| (2) – TORCHES (In Shed next to Tower) | NA |
| BLOWER | NA |
| CHRISTMAS TREE LIGHT | NA |

## VIP ROOM

| Description | Capital Asset |
|---|---|
| (14) - RECTANGLE TABLES | NA |
| (3) – ROUND TABLES | NA |
| (2) – ROUND PUB TABLES | NA |
| (7) – ROLLING CHAIRS | NA |
| (11) – BLUE CHAIRS | NA |
| (7) – PLASTIC FOLDING CHAIRS | NA |
| (4) – METAL FOLDING CHAIRS | NA |
| WOODEN DESK WITH HUTCH | NA |
| WOODEN BOOKSHELF | NA |
| CORK BOARD | NA |
| YAMAHA STEREO RECEIVER WITH SURROUND SOUND SPEAKERS | |
| ORBI WIFI BOOSTER | NA |
| MICROWAVE OVEN | NA |
| COFFEE STATION (Coffee maker, coffee pot, cart) | NA |
| PROJECTOR | NA |
| PROJECTOR SCREEN | NA |

## MISCELLANEOUS

| Description | Capital Asset |
|---|---|
| DIAL-IN BOARD | NA |
| 4-PIECE PA SYSTEM | NA |
| ANNOUNCERS SCREEN, Dell | 24982 |
| COMPUTER OPERATED KEYBOARD AND MONITOR, Dell | |
| MONITOR AND KEYBOARD, Dell | NA |
| CASH REGISTER, ELECTRIC, ER-380M | 30910 |
| CONTROL CONSOLE, Daktronics, All-Sport 5000 Series | NA |
| (2) – ELECTRONIC SCOREBOARDS (Dragstrip) | NA |

**EXHIBIT "C"**

REQUEST FOR PROPOSAL FOR PROJECT NO. 20-058

See materials attached hereto.

city of PUEBLO colorado

**REQUEST FOR PROPOSAL**

**Bid: 20-058 Pueblo Motorsports Park – Operation, Management, and Promotion of the Facility**

**Available: October 7, 2020**

**Pre-proposal Meeting: October 19, 2020 at 1:00 PM**
**Meet at Entrance Gate off Pueblo Blvd.**
**Pueblo Motorsports Park**
**3733 N. Pueblo Blvd., Pueblo, CO 81008**

**Submittal Deadline: October 28, 2020 at 2:00:00 PM**

**REQUIRED SUBMITTALS**

- Submittal Cover Sheet and Signature Page (Pages 2-3)
- Submittal (Follow Format in Section 1)
  - Table of Contents
  - Submittal Summary
  - Certificate of Good Standing
  - Disclosures
  - Statement of Qualifications
  - Project Approach/Business Plan
  - Payment/Compensation Plan
- Completed Specification Exceptions Form (Appendix A)

**TABLE OF CONTENTS**


| | | |
|---|---|---|
| Submittal Cover Sheet & Signature Page | | 2 |
| Section 1 | Submittal Format and Required Responses | 4 |
| Section 2 | Objective, Scope of Work, and Mandatory Requirements | 5 |
| Section 3 | Evaluation, Selection of Successful Proposal, and Award | 8 |
| Section 4 | General Requirements and Information | 9 |
| Appendix A | Agreement Exceptions Form | 14 |
| Appendix B | City of Pueblo Licensing (Sales Tax Letter) | 15 |
| Appendix C | Sample Agreement | 16 |
| Appendix D | Maps | 29 |
| Appendix E | Equipment List | Attached after page 32 |

## SUBMITTAL COVER SHEET & SIGNATURE PAGE

| | |
|---|---|
| **Bid No. & Name:** | **20-058 Pueblo Motorsports Park –**<br>**Operation, Management and Promotion of the Facility**<br>(Must be shown on outside of submittal package and on any correspondence) |
| **Pre-proposal Meeting:** | **October 19, 2020 at 1:00 PM**<br>Meet at Entrance Gate off Pueblo Blvd.<br>Pueblo Motorsports Park, 3733 N. Pueblo Blvd., Pueblo, CO 81008 |
| **Submit Questions to:** | Purchasing@pueblo.us<br>Questions can be submitted up to the end of business on October 21, 2020. **Any questions received after that time will not be addressed.** |
| **Submit Sealed Submittals to:** | City of Pueblo Purchasing Department<br>230 S. Mechanic Street<br>Pueblo, CO 81003 |
| **RFP Submission Deadline:** | **October 27, 2020 at 2:00:00 PM (MT)**<br>Late submittals will **not** be accepted; Proposers are responsible for timely receipt<br>Purchasing Department hours are 7:00 AM to 4:00 PM |
| **Submit Electronic Proposals to:** | Due to the concerns regarding COVID-19, we will be utilizing a special email address for the submission of all proposals for this RFP. All proposals shall be received electronically at OnlineBids@pueblo.us. Please make sure to show "PROPOSAL 20-058 – Your Company Name" in the Subject line of the email. Submittals will be opened no sooner than October 27, 2020 at 2:00:00 PM. |
| **Purchasing Contact:** | Teresa May Burns, CPPB<br>Purchasing/Contract Administrator |

**Purpose of Solicitation**

The City of Pueblo (City) is soliciting proposals from qualified interested parties to operate, manage, and promote drag and road racing events at the City's Pueblo Motorsports Park (PMP) located within the Honor Farm Park and Open Space. The existing PMP facility is improved with a road course, drag strip, tower, concessions stand, bleachers, office, restrooms, fence surrounding the entire facility, and associated buildings and equipment.

The City reserves the right to reject any and all proposals for any or all items covered in the Request for Proposal, to waive informalities or defects in proposals or to accept any submittal as it shall deem to be in the best interest of the City. The procurement of these services shall be contingent upon appropriation of the necessary funds, and only after final approval and execution of an Agreement.

**Disclaimer**

The City provides all non-construction solicitations for interested parties to download free of charge via the Rocky Mountain E-Purchasing System (RMEPS) and on the City's website, www.pueblo.us/purchasing. Proposers can also choose to register with RMEPS to get notifications automatically emailed to them for a nominal annual fee. Additionally, interested parties may visit the Purchasing Office during normal working hours and request hardcopies of any current solicitation at the same cost allowed for CORA requests. **If the Proposer cannot verify that the RFP documents were obtained from either of these two websites or our office, we cannot guarantee the validity of the document and their Submittal may be rejected.**

The undersigned, having carefully read and considered the Request for Proposal (RFP) for the above referenced project, does hereby offer to provide such goods and services on behalf of the City in the manner described and subject to the terms and conditions set forth in the attached RFP.

Proposer acknowledges that the company is qualified to provide these types of goods and services. At any time during the selection and award process, the City may request information substantiating the indicated requirements. Failure to provide this information may result in a Submittal being declared non-responsive.

Proposer acknowledges and accepts that all components of and responses to this RFP will be included and become a part of the award documents by reference.

By signing below, Proposer certifies that he/she is an officer or duly authorized agent of the Proposer's company with full power and authority to submit binding offers for the goods or services as specified.

**MANDATORY – RETURN BOTH PAGES WITH YOUR RESPONSE. UNSIGNED SUBMITTALS WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.**

Please confirm how your document was obtained:

____Rocky Mountain E-Purchasing ____City Purchasing Website ____Email from Purchasing Department
____Other (please explain)_____

**Please complete all information below:**

| | |
|---|---|
| Authorized Signature | Signer's Printed Name/ Title |
| Signer's Phone | Signer's Email |
| Secondary Company Contact | Secondary Contact's Printed Name/Title |
| Secondary Contact's Phone | Secondary Contact's Email |
| Company Name | Company Website |
| Company Street Address | Company City, State, Zip |

## SECTION 1. SUBMITTAL FORMAT AND REQUIRED RESPONSES

The information set forth in the paragraphs below must be included with all proposals. **Faxed submittals will not be accepted.**

Responses shall be considered technical offers of proposal and shall be incorporated in Agreement as deemed appropriate by the City. Please attach your responses to these items to the Submittal Cover Sheet and Signature Page. Failure of Proposers to respond to any of the following technical submittal requirements may be grounds for considering a proposal non-responsive.

### 1.1 Submittal Cover Sheet

The Submittal Cover Sheet and Signature Page (pages 2-3) must be completed and returned with the proposal. Failure to return the signed Cover Sheet is grounds for the City to reject a proposal.

### 1.2 Table of Contents

The Table of Contents must indicate what documents are included in your proposal by section and page number. A proposal's table of contents should mirror this section of the Request for Proposal and must include all the items set forth in this section of the RFP.

### 1.3 Certificate of Good Standing

Proposer must attach a Certificate of Good Standing from the state wherein Proposer was organized. For Colorado the certificate can be downloaded at: https://www.sos.state.co.us/biz/BusinessEntityCriteria.do.

### 1.4 Submittal Summary

A letter providing the following information must be submitted with the proposal. The letter must include:

- The names of the persons who are authorized to make representations on behalf of the Proposer (include their titles, addresses, fax number, e-mail addresses and telephone numbers).
- A statement that the individual who signs the transmittal letter is authorized to contractually bind the Proposer to contract with the City of Pueblo.

### 1.5 Disclosures

If applicable, disclose any professional or personal financial interest, which could be a possible conflict of interest in providing products and services to the City. If not applicable, please make a brief statement indicating that.

### 1.6 Statement of Qualification

- Include the Proposer's name, address, phone number, and contact person. Basic information shall include the year the business was formed and what city it is located in.
- Identify all partners that will be involved in managing, operating, and promoting the facility, including their roles and responsibilities in the proposed operations. Provide each partner's history and experience. Include an organizational chart.
- The Proposer's racing management qualifications, experience, and number of year's operating (managing) similar facilities. Provide documentation that those facilities were operated at a profitable level.
- Proposer shall submit detailed, verifiable information which demonstrates that they have the necessary financial resources to operate, manage, and promote the racing facility.
- Provide a minimum of three (3) names and contact information, including addresses, phone numbers, and email addresses of specific individuals who we may contact for references.

### 1.7 Project Approach (Business Plan)

- Provide a narrative description of the proposed operation, management, and promotion of the racing facility at Pueblo Motorsports Park during the term of the Agreement and in accordance with this RFP including an annual proposed program/schedule for operation of different racing types and events.

- Provide a written maintenance plan that includes annual maintenance of the drag racing strip and road course as well as a plan to repair or replace facilities damaged due to usage by Proposer, or park amenities such as the scoreboard, timing equipment/computers, drag racing tree, sound system, bleachers, safety nets, and any equipment or furniture loaned to the Proposer by City. Refer to Sample Agreement for additional details.
- List an inventory of all equipment the Proposer will provide to operate and maintain the PMP facilities, infrastructure, drag strip, and racecourse in addition to the City owned equipment.
- Outline a schedule of proposed races indicating the required minimum number of races as outlined in Section 2.2.1 including any new or proposed events. Demonstrate how the different racing venues will co-exist within this facility.
- Identify if there is any potential of developing a scholarship program.
- Describe all types of proposed services including food sales, merchandise, fuel, parts, etc.
- Include a proposed fee schedule for racers, spectators, and any other service that will be offered.
- Describe marketing and promotion programs; also include information regarding sponsorships.
- The standard term of the Agreement is five (5) years; however, the City may be willing to consider alternate timeframes. Provide details regarding any alternate agreement timeframe/term options.
- The Proposer shall identify if the business plan varies from any of the responsibilities identified in Section 2.
- Include a statement indicating that all insurance requirements can be met.
- Provide a breakdown of the proposed budget (revenue, sources, amounts, personnel, and operating expenses).
- Project Approach (Business Plan) must identify all areas of operation of the racing facility, including all items identified in Section 2.

### 1.8 Payment/Compensation Plan

Proposal shall include a fee (whether it be a daily, monthly, or bi-annual fee) to be paid by the Contractor (awarded Proposer) as compensation to the City of Pueblo for the use of the racing facility. Proposed site improvements may be used as means of payment. If this is the Proposer's intention a detailed list of proposed improvements and cost estimates from a licensed contractor must be included. The proposed improvements shall be ordered by priority including dates of proposed improvement completion.

Additionally, Proposer shall include in the proposal means and methods of implementation of a user track improvement fee (i.e., amount per racer).

## SECTION 2. OBJECTIVE, SCOPE OF SERVICE, AND MANDATORY REQUIREMENTS

### 2.1 Objective

The City of Pueblo is soliciting qualifications and proposals from interested parties to operate, manage, and promote drag and road racing events at the City's Pueblo Motorsports Park (PMP) located within the Honor Farm Park and Open Space property. The existing 233-acre PMP facility is improved with a 2.2 mile, 10 turn road course, drag strip, tower, concessions stand, bleachers, office, restrooms, fence surrounding the entire facility, and associated buildings and equipment (see Appendix E).

In 2009, the City of Pueblo established the Honor Farm Enterprise responsible for the operation, management, and improvement of the 2,373-acre Honor Farm Park and Open Space Property. Per Ordinance, the Enterprise is required to be operated and managed without subsidy from the City's General Fund. In 2011 the City provided funds to complete resurfacing the road course and replace the concrete drag strip.

Contractor should include the integration of Drag and Road Racing events within the Racing Facility and with the other motorsports' facilities at the park.

**2.2 Scope of Service**

**2.2.1** Operate, promote, and manage a guaranteed minimum number of racing events within Pueblo Motorsports Park as follows:

- Twelve (12) road racing events
- Twelve (12) consecutive 'Friday Night Drag' events (June, July, August)
- Four (4) drag racing points events
- Partner with and coordinate all quarter midget track events
- Partner with the Southern Colorado Youth Development program

**2.2.2** All operation, managing and promotion of the racing facility will be done at Proposer's expense.

**2.3 Mandatory Requirements**

Within the facility there is a quarter midget racing track and venue. The Proposer will be required to partner and sublease with the Southern Colorado Quarter Midget Association who has historically used the facility for free. The Proposer will be responsible for coordinating the midget racing events with the track events while meeting the needs of both entities.

**2.3.1** The schedule and agreements with the groups renting the track must be honored, unless Proposer can agree to alternative dates with road race clubs. When scheduling events at PMP, the Proposer needs to consider the racing schedules of Bandimere, Hi-Plains, and other racing facilities, to lessen the impact of losing potential racers. Proposer should consider continuing NHRA sanctions.

**2.3.2** Proposers will be responsible for the following:

- Provide repairs to all facilities and equipment
- Provide a schedule of racing events to the Honor Farm Advisory Committee every month
- Attend all monthly Honor Farm Enterprise Citizens Advisory Board meetings
- Provide all manpower and security necessary to operate each event
- Comply with all NHRA guidelines and policies. This includes, but is not limited to, safety requirements, technical preparations, inspections, etc.
- Pay for all utilities associated with running the racing facility
- Pay for all chemicals needed to prepare track for racing
- Manage or sub-contract all racing fuel to be sold on the property (must follow all regulatory guidelines)
- Provide an on-site certified technical inspector to inspect race vehicles OR ensure entities that rent the drag strip or road course provide a certified technical inspector
- Develop and implement a marketing program to promote racing events
- Solicit partners/sponsors for racing events (including maintaining existing partnerships with non-profit organizations)
- Publish event schedules
- Maintain an autonomous web site that can be linked to the City's web site
- Purchase and maintain approved insurance for all racing events
- Acquire all necessary licenses to operate the race facility and concessions
- Notify City representatives immediately of accidents or incidents that occur

- Purchase, maintain, and provide certified fire extinguishers for all events and pay for costs associated with refilling and recertifying extinguishers
- Provide Material Safety Data Sheets (MSDS) for all chemicals and products stored on site by Proposer and/or Contractor
- Provide ambulance services and fire control measures for all events at facility as necessary OR require any entities that rent the drag strip or road course to provide ambulance services and fire control measures
- Provide towing services for all racing events at facility (if required)
- Provide accounting policies and procedures
- Prepare the drag strip per NHRA standards
- Provide, maintain, and repair timing equipment and computers in race tower
- Provide sound system for announcing events
- Make any necessary changes to concession facility at Proposer's expense (with approval of the Pueblo Department of Public Health & Environment)
- Maintain all City equipment identified in Appendix E which is being loaned to Proposer. Schedule maintenance with City Fleet Services based on Fleet guidelines. Pay for all repairs, maintenance, and damages to equipment loaned to Proposer. If City equipment is repaired or maintained by City Fleet Services, applicable charges may apply and will be charged at an hourly rate plus materials.
- Work with City to utilize warranty on equipment loans for any item that becomes damaged and pay for any equipment repairs not covered by warranty.
- Provide open lapping opportunities with reasonable rates
- Provide and maintain concessions
- Immediately report damages to facility to City. Contractor shall follow the City's Purchasing Policy to obtain three (3) bids from licensed experienced contractors for repair of damages and submit all bids to Parks and Recreation Director for approval. Proposer shall be responsible to oversee all repairs and to ensure any necessary permits, approvals, licenses, insurance, etc. are obtained. Proposer shall be responsible for any damages to facility and shall be responsible for paying a portion of all facility repairs as identified in the Sample Agreement.
- Maintain PMP identity on all branding and signage
- The track will not be used for drifting events, military training, or any other type of special event without the prior approval of the City of Pueblo.

**2.3.3** The City will be responsible for the following:

- The City will provide the equipment identified in Appendix E.
- Provide repairs to equipment and facilities as required per the Sample Agreement.
- Provide use of all buildings, trailers, cargo containers, sheds, booths, and garages existing within the fence boundary at PMP to the awarded Proposer.
- Provide other minimal equipment that is currently available. The final list will be determined at the time the final agreement is approved.
- Provide a link to the City website (if applicable)

## SECTION 3. EVALUATION, SELECTION OF SUCCESSFUL PROPOSAL, AND AWARD

The City reserves the right to make an award on receipt of initial proposals. Proposers are encouraged to submit their most favorable proposal at the time established for receipt of proposals.

Proposals will be opened at the City's Purchasing Office then presented to the appointed selection committee for evaluation. Selection will be determined by the apparent capability of Proposer to meet all the requirements that best meet the needs of the City. The decision of the City's selection committee shall be final and conclusive. Award will be by means of a written Notice of Award to the selected Proposer.

The City shall evaluate and select Proposals to provide the required services based on the completed proposal responses. The City shall be the sole judge in determining how the evaluation process shall be conducted and what vendor shall be considered for award as deemed to be in the best interest of the City. The Evaluation Committee will make their final selections based on the submittals that receive a score of 75 percent or higher.

The City may conduct such investigations, as the City considers necessary to assist in the evaluation of any proposal to establish the responsibility, qualifications and financial ability of any potential Proposer to perform the services specified under this RFP within the prescribed time.

The evaluation criteria noted below are the criteria to be used for evaluation of this RFP. Based on the evaluation process, a rank ordered list of responsive Proposers shall be established. The Proposers shall be rank ordered with the first ranked Proposer being considered the most responsive and the second ranked Proposer being considered the second most responsive. This process shall be continued until all Proposers have been rank ordered.

**Evaluation Criteria:** The City of Pueblo shall evaluate proposals based upon an overall best value determination with the criteria listed below in relative order of importance:

- Project Approach (Business Plan) 40%
- Statement of Qualifications 30%
- Payment/Compensation Plan 30%

Interviews - Submittals will be reviewed and the committee will select a preliminary list of firms whose submissions appear to satisfy the requirements of this request. Preliminary listed firms will be notified of their selection and may be invited to personally interview, which will be scheduled as soon as possible after sufficient review of each submittal. Invited companies' key staff, including the proposed project manager must attend the interview.

Waiver and Release - By submitting a Proposal, the Proposer authorizes the City to obtain information concerning Proposer's performance on other operations, jobs, and projects it has completed during the prior ten (10) years, including those identified in the submission and those not so identified, of which the City may become aware. By submitting a Proposal, the Proposer and any partners that are included also waives and releases all claims against the City and their agents and representatives, relating to or arising from the furnishing of such information to the City concerning the Proposer's performance on prior operations of facilities. In order to effectuate the intent of this clause, each Proposer may be required by City to execute information release authorization forms, which specifically release all information providers from all claims that arise from or relate to the information provided.

The City shall then determine whether the proposal, with the highest ranking, can be accepted as is without negotiations. In the event the City determines that negotiation of the Proposer's proposal is necessary, the Proposer shall be notified, and the negotiation process will begin. Should the City be unable to negotiate an acceptable service agreement with the highest ranked Proposer then the process described in this paragraph will begin with the second highest ranked Proposal. This process shall continue until a satisfactory service agreement is negotiated or until all negotiations with qualified ranked Proposer's is exhausted. The City shall be the sole judge in determining when negotiations are to be concluded.

## SECTION 4. GENERAL REQUIREMENTS AND INFORMATION

### 4.1 Definitions

"Contractor" shall refer to awarded Proposer
"Contract" shall indicate any binding agreement between Proposer/Contractor

### 4.2 Proposal Information, Requests for Clarification, and Addenda

All proposal solicitation documents are posted on the City's Purchasing Department website and on Rocky Mountain E-Purchasing System. Any changes or revisions to our published solicitation documents will be through written addendum posted on both of these websites. It is entirely the Proposer's responsibility to check the City Purchasing website (www.pueblo.us/purchasing) for any Addenda that may be available in the event that any emailed notifications of addenda were not received.

It is also the Proposer's responsibility to make email, written or fax inquiries concerning this solicitation to obtain clarification of requirements; however, inquiries made by electronic mail are preferred. All inquiries must be made to the Purchasing Contact listed on the first page of the RFP at least six (6) days prior to the date of submittal openings and must indicate the Bid Number on the subject line. **Questions presented after this time will not be accepted or answered.**

### 4.3 Allegation of Misunderstanding

Proposers shall inform themselves of the conditions of the project site and the requirements of the project's scope of work before submitting their proposal. No allowances shall be made by reason of any matter or thing concerning which they might not have been fully informed prior to the bidding. No Proposer will be heard after the opening of proposals to assert that there was any misunderstanding as to the nature of the operation expected in this solicitation.

### 4.4 Omissions

Should the City omit anything from the RFP which is necessary for a clear understanding of the work, or should it appear that various instructions are in conflict, the Proposer submitting the Proposal shall secure clarification from the Project Manager or Purchasing Contact at least seven (7) business days prior to the time of the opening date given above.

### 4.5 Preparation of Proposal

**4.5.1** Submission: It is the responsibility of the Proposer to submit sufficient additional information to allow for a thorough evaluation of the proposal submitted.

**4.5.2** References: The City of Pueblo may request a list of at least three references from other companies for which the Proposer has provided same or similar goods and/or services. Contractor's history, personnel, references, quote, and any other information that becomes available to the City may be utilized as determining factors toward award.

The City reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. The City may postpone the award or execution of the agreement after the announcement of the apparent successful Proposer in order to complete its investigation. The City reserves the right to reject any proposal or to reject all proposals at any time prior to the City's execution of an Agreement, upon good cause and upon the City's finding that it is in the City's best interest.

**4.5.3** Delivery Time/Scheduled Service Time: Delivery time stated in the specifications shall apply. Deviations by the Proposer must be stated on the Exception Form, Appendix A. Time, if stated in number of days, will be consecutive calendar days.

**4.5.4** Payment Terms: The City's standard payment terms are Net 30; terms of less than thirty (30) days will not be considered. The discount term shall not begin until the goods and/or services have been delivered and accepted and the correct invoice received in the City's Accounts Payable Office.

**4.5.5** Taxes: The City is exempt from Federal, State and Local taxes; however, the successful Proposer is subject to such taxes on materials used in performing this agreement and may not be exempt from such taxes. It is the Proposer's sole responsibility to apply for any State Tax exemptions if applicable to the Agreement. The City is not responsible for providing assistance in obtaining any tax exemption.

**4.5.6** Exception to Specifications: Proposers are to state any exceptions taken to this RFP on the Exception Form, Appendix A. If no exceptions are stated, the Proposer is required to furnish the items exactly as specified and to comply with all other requirements of this RFP.

**4.5.7** The proposal MUST be signed by the Proposer as an officer of the company legally authorized to bind the company contractually. Signature must appear on the Submittal Cover Sheet and Signature Page of this solicitation, signed in ink, preferably blue. Signature on this referenced form shall serve as acknowledgment that the Proposer is willing to enter into an agreement with the City of Pueblo and be governed by the Terms and Conditions set forth within this solicitation if their proposal is accepted. Proposer acknowledges and accepts that all components of and responses to this RFP will be included in and become a part of the final agreement.

**4.5.8** Failure to read the RFP and these instructions will be at the Proposer's own risk. The person signing the proposal must initial all corrections in ink. Corrections and/or modifications received after the specified solicitation closing time will not be accepted.

**4.5.9** When approximate quantities or dollar amounts are stated, the City reserves the right to increase or decrease the quantity and/or amount as best fits its needs. No service shall be performed or become due unless a Written Agreement or Purchase Order shall first have been issued by the City's Purchasing Department.

**4.5.10** Patent Indemnity: If any item furnished pursuant to any Agreement resulting from this RFP shall be covered by any patent, copyright, or application for patent or copyright, the Proposer shall defend, indemnify and save harmless the City from any and all loss, cost or expense or any and all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.

**4.5.11** Confidentiality: Each proposal shall be open to public inspection, except to the extent the Proposer designates trade secrets, or other proprietary data to be confidential. Material so designated shall accompany the proposal and each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The City shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated confidential may nevertheless be subject to disclosure to any citizen under the Colorado Open Records Act (CORA), 24-72-201 to 24-72-309, C.R.S. All Proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the City and will not be returned to the Contractor. **Proposals that are copyrighted or marked "CONFIDENTIAL" in their entirety will be rejected and not receive consideration for award.**

### 4.6 Written Agreement

The selected Proposer shall be required to enter into an agreement with the City; in substantially the same form attached hereto as the City's Agreement (see Appendix C - Sample Agreement). The Proposer will be required to comply with all applicable Federal and State standards, orders and regulations. Proposers must identify in their responsive submittal any provisions of the Agreement form that they request be modified, together with the proposed modification language. Signature on the Submittal Cover Sheet & Signature Page shall serve as an acknowledgement that the Proposer is willing to enter into the referenced agreement with the City of Pueblo if their proposal is accepted.

**4.7 City of Pueblo Licensing Requirements**

Per City of Pueblo Municipal Ordinance Sections 9-1-2 and 14-4-21, any and all businesses that operate within the City are mandated to be licensed. For questions regarding licensing requirements or to obtain a licensing application please contact the Sales Tax Division at (719) 553-2659. Sales Tax Letter is attached as Appendix B.

**4.8 Colorado PERA Questionnaire**

At time of award, the Proposer shall fill out the questionnaire and submit the completed form to the City as part of the agreement whether PERA applies to them or not. In accordance with the PERA form (available at https://www.pueblo.us/Admin/DocumentCenter/Document/View/19915), and if this applies to the Proposer, the Proposer shall reimburse the City for the full amount of any employee 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.

**4.9 State-Imposed Mandates Prohibiting Illegal Aliens From Performing Work**

By signing the Request for Submittal Cover Sheet and Signature Page, the Proposer acknowledges that they have read Section 21 of the attached Sample Agreement and agrees that they are in compliance with these provisions.

**4.10 Insurance and Indemnity**

By signing the Request for Submittal Cover Sheet and Signature Page, the Proposer acknowledges that they have read Section 13 of the attached Sample Agreement and agrees that they are in compliance, or will be upon award of Agreement, with these provisions.

**4.11 Rejection of Proposal**

No Proposal shall be accepted from, or Agreement awarded to, any person, company or corporation that is in arrears to the City, upon debt or agreement/contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Proposers may be required to submit satisfactory evidence that they have the necessary financial resources and experience to perform and complete the work outlined in this RFP. The City reserves the right to request any additional information as needed to make a sound evaluation decision.

**4.12 Proposal Ownership/Confidentiality**

All Proposals, including inquiries, correspondence, attachments, supplementary materials, addenda, etc. shall become the property of the City and will not be returned to the Proposer. The Proposer must state specifically what elements of the proposal are to be considered confidential or proprietary and must state the statutory basis for the request under the Public (open) Records Act. (Section 24-72-201 et seq., C.R.S.). Confidential or Proprietary information must be readily identified, marked, and separated from the rest of the proposal. Co-mingling of confidential or proprietary and other information is not acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential and proprietary. Any information that will be included in any resulting Agreement cannot be considered confidential. Ref. Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records Act.

**4.13 Suspension and Debarment**

Proposer acknowledges that as of the solicitation submittal date, neither the Contractor, nor its subcontractor(s), is (a) debarred, suspended, or subject to any proceeding for debarment or suspension with a final determination still pending; declared ineligible or voluntarily excluded (as such terms are defined in any of the Debarment Regulations) from participating in procurement or non-procurement transactions with any Federal, State, or City government department or agency pursuant to any of the Debarment Regulations, or (b) indicted, convicted or had a Judgment rendered against the Contractor, or its subcontractor(s) for any of the offenses listed in any of the Federal, State, or City's Debarment Regulations and no event has occurred and no condition exists that is likely to result in the debarment or suspension of the Contractor, or its subcontractor(s), from contracting with the City of Pueblo, Federal or State government, or any agency or instrumentality thereof.

**4.14 Equal Opportunity**

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, disability, age or national origin. The Contractor will take affirmative action in all areas of employment to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age or national origin. *Areas of employment* shall mean and include, but shall not be limited to, the following: initial employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, terminations, rates of pay, terms of compensation and selection for training, including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination and equal employment opportunity paragraph. Failure to subscribe to and accept the nondiscrimination and equal employment requirements of this Chapter shall render a Contractor ineligible for a municipal contract award and ineligible to participate in the work for which a municipal contract award is made. (§§1.8.3 and 1.8.4 of the PMC; Ord. No. 4479, 5-22-78)

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

**4.15 Statement of Noncommitment**

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Proposer. The City assumes no liability for any costs incurred by Proposers throughout the entire selection process or should the project be cancelled. Issuance of this RFP does not commit the City of Pueblo to award an Agreement. The City of Pueblo reserves the right to reject any or all proposals and to re-advertise should the need arise. All proposals will become property of the City.

**4.16 Disqualification of Proposal**

The City reserves the right to reject a proposal for, including but not limited to, any one or more of the following circumstances:

**4.16.1** The Proposer has failed to comply with previous contractual commitments or bids to the City.

**4.16.2** In the opinion of the City, the Proposer is not capable of providing the offered goods and/or services as offered/required by the RFP or is otherwise not responsible.

**4.16.3** The Proposer has not provided sufficient or detailed information, which allows for the evaluation of the proposal submittal.

**4.16.4** In the opinion of the City, the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.

**4.16.5** The Proposer failed to properly fill in any space on the Quotation Record form and attached documents where information or a signature is required.

**4.16.6** The Proposer failed to submit with their proposal (if required) other material requirements of the RFP or has otherwise submitted a non-responsive proposal.

**4.16.7** There are unauthorized additions, conditions, alternate proposals/submittals, or other irregularities of any kind, which might make the proposal submittal incomplete, indefinite or ambiguous in meaning.

**4.16.8** The Purchasing Agent determines that a proposal contains any misrepresentations whatsoever.

**4.17 Minor or Technical Irregularities**

Minor or technical irregularities in a proposal may be waived provided there is no effect on price, quality or quantity; clerical errors in a proposal may be corrected, if permitted by the Purchasing Agent and are in the best interest of the City.

**4.18 Proposal Evaluation & Analysis**

The City reserves the right to analyze, examine and interpret any proposal for a minimum period of ninety (90) consecutive calendar days after the scheduled opening date. Proposals may not be rescinded during this period except for good cause and with the written approval of the Purchasing Agent. In those situations where the analysis/evaluation exceeds the ninety (90) consecutive calendar days, Proposers may withdraw their proposals from consideration, or may extend their proposal by written approval from the Proposer.

**4.19 Contact Persons**

Contractor shall designate two people (the primary contact and an alternate) responsible for the project under this contract. The names, addresses, and telephone numbers of such person(s) shall be provided to the City and shall be kept current at all times.

**4.20 Invoices and Payments**

Invoices will be issued to the Contractor by the City's Finance Department and shall be due and payable within 10 days of receipt of invoice. Late payments may be eligible for late fees, processing fees, collection fees, etc. Any communications regarding invoicing or payment shall directed to the City of Pueblo Parks and Recreation Director or authorized City representative.

**4.21 Default/Termination for Cause**

**4.21.1** If, through any cause, the Contractor fails to fulfill the obligations under any contract resulting from this RFP in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of such contract, the City shall notify the Contractor of such violations in writing and allow a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the City shall have the right to cancel the agreement/contract and any or all other current contracts, and, if applicable, to purchase the required goods and/or services from another source or sources. The City shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

**4.21.2** If an agreement resulting from this RFP is canceled, the Contractor shall not be relieved of liability for damages caused by its breach of the Agreement. The City reserves the right to recover such damages, including, but not limited to, any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond (if required), a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Department Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

**4.22 Termination for the Convenience of the City**

The City may terminate any Agreement resulting from this RFP, at any time, by providing the Contractor with a thirty (30) day written notice of such termination. In such event, the Contractor shall be paid under the terms of the Agreement for all goods/services provided to and accepted by the City, if ordered or accepted by the City prior to the effective date of termination.

**4.23 Termination for Lack of Appropriations**

Funding for the Agreement resulting from this RFP must be appropriated by the City Council for the City's current fiscal year. Notwithstanding any other provisions in the Agreement resulting from this RFP, continuation of the Agreement beyond the end of any fiscal year is contingent upon City Council appropriating necessary funds. If sufficient appropriations are not made, the Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such termination shall not constitute a default. All payment obligations of the City and all of its interest in the Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

## SPECIFICATION/AGREEMENT EXCEPTIONS FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City to ferret out information concerning the materials, which you intend to furnish.

If your proposal does not meet all of our specifications you must state so on the spaces provided below:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Proposals for goods and/or services not meeting specifications may be considered by the City. However, all deviations must be listed above. (Must check one (1) response below.)

I DO NOT meet specifications, as listed on this RFP: exceptions are stated in the spaces provided above. ☐

I DO meet specifications ☐

Signed:_____ Firm Name:_____

Printed Name and Title: _____

**APPENDIX B**

**Charles B. Hernandez**
*Director of Finance*

**Valerie A. Palumbo**
*Tax Audit Manager*

city of PUEBLO colorado

Sales Tax Division

One City Hall Place
Pueblo, CO 81003

(719) 553-2659 – Phone
(719) 553-2657- Fax
salestax@pueblo.us

January 14, 2020

Dear Applicant:

Per the City of Pueblo Municipal Ordinance any/all businesses that operate within the City of Pueblo are mandated to be licensed.

Please see the following ordinance(s):

**Sec. 14-4-21.- Definitions**

When not clearly otherwise indicated by the context. The following words and phrases, as used in this Chapter, shall have the following meanings:

(9) Engaged in business in the City means performing or providing taxable services in the City or selling, leasing, renting, delivering or installing tangible personal property for storage, use or consumption within the City. Such terms includes, but is not limited to, any one of the following activities by a person:

a. Maintaining a building, store, office, salesroom, warehouse or other place of business within the City either directly. Indirectly or through a subsidiary;

b. Sending one (1) or more employees, agents or commissioned salespersons into the City to solicit or to demonstrate, install, assemble, repair, service or assist in the use of its products, or for other business reasons;

c. Maintainlng one (1) or more employees, agents or commissioned salespersons on duty at a location within the taxing jurisdiction;

d. Owning, leasing, renting or otherwise exercising control over real or personal property within the City;

e. Making more than one (1) delivery into the City within any twelve-month period.

**Sec. 9-1-2. – Application**

(a) Compliance Required. It shall be unlawful for any person, either directly or indirectly, to conduct any business or nonprofit enterprise, or to use in connection therewith any vehicle, premises, machine or device, in whole or in part, for which a license, or permit is required by this Code or any law or ordinance of this City, without a license or permit therefore being first procured and kept in effect at all such times as required by this Code or other law or ordinance of the City.

If you have any questions or would like to obtain the licensing application(s) please contact the Sales Tax Division at 719.553-2659.

Valerie A. Palumbo

Tax Audit Manager

**APPENDIX C**

**SAMPLE AGREEMENT**

**LEASE AND MANAGEMENT AGREEMENT FOR CERTAIN FACILITIES AT PUEBLO MOTORSPORTS PARK**

This Agreement ("Agreement") is made and entered into this _ day of _____, 2021, by and between the City of Pueblo acting by and through its Honor Farm Properties Enterprise (hereinafter referred to as "City"), and _____ (hereafter referred to as "Operator").

**RECITALS**

WHEREAS, the City owns certain real property known as the Pueblo Motorsports Park, located at 3733 North Pueblo Boulevard, Pueblo, Colorado 81008 (the "Park"); and

WHEREAS, Operator has experience managing and conducting motor sports events and desires to manage, use, maintain, and operate certain facilities at the Park for the purpose of conducting motor sports events; and

WHEREAS, City is willing to enter into this Agreement to permit Operator to manage, use, maintain, and operate certain facilities at the Park for the purpose of conducting motor sports events at the Pueblo Motorsports Park in accordance with and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**TERMS AND CONDITIONS**

1. **DEFINITIONS**. As used herein, the following words and phrases shall have the following meanings:

(a) "City Fleet" means the City's Department of Fleet Maintenance, located at 300 E. "D" Street, Pueblo, CO. "City Fleet Services Supervisor" means the City's Director of Fleet Maintenance or any person that the Director of Fleet Maintenance may authorize to act in his stead.

(b) "Director" means the City's Director of Parks and Recreation or any person that the Director of Parks and Recreation may authorize to act in his stead.

(c) "Equipment" shall mean all equipment, supplies and/or materials listed in Agreement Exhibit B attached hereto.

(d) "Grounds Equipment," "Concessions Equipment," "Office/Mobile Home Equipment" and "Tower Equipment" used individually shall only mean that equipment specifically designated by and listed under those headings in Agreement Exhibit B attached hereto.

(e) "Leased Premises" means and includes all of the facilities, tracks, buildings, and land included within that area of the Park outlined in red on the map and/or aerial photo attached to this Agreement as Agreement Exhibit A. No event shall be conducted outside the leased boundary on the Honor Farm property without prior written approval of the City.

(f) "Physical Facilities: shall mean the buildings, parking lots, tracks, plumbing system, heating system, and electrical system located on the Leased Premises.

(g) "Profit" shall mean adjusted gross income reported on Operator's annual Federal Tax Return.

(h) "Sponsorship Contract" means any contractual arrangement in which a third party business pays for the right to have its product used or sold at the Leased Premises, or to place advertising signs, banners, and other materials at the Leased Premises.

## 2. EXHIBITS TO AGREEMENT

(a) The following exhibits are attached and incorporated as part of this Agreement:

Agreement Exhibit A: Area Map with marked perimeter designated the Leased Premises, Honor Farm Map, Race Facility Maps I & II
Agreement Exhibit B: List of Equipment
Agreement Exhibit C: Request for Proposal for Bid 20-058
Agreement Exhibit D: Certificates of Insurance
Agreement Exhibit E: PERA Questionnaire

(b) In the event of any conflict between the terms of this Agreement and any Exhibit made a part of this Agreement, the Terms and Conditions of this Agreement shall take precedence and control over all Exhibits.

## 3. GRANT OF EXCLUSIVE RIGHT TO OCCUPY AND OPERATE LEASED PREMISES

(a) City grants to Operator the exclusive right to occupy, use, manage, maintain, and operate the Leased Premises in order to conduct motor sports events, subject to:

(1) The City's right to enter the Leased Premises with or without notice to Operator to inspect the premises and to perform major repairs. City will use good faith efforts to notify Manager of its need to enter the Leased Premises.

(2) The City's right to review and approve any and all Sponsorship Contracts as set forth in Section 10 of this Agreement.

(3) The City's right to inspect the Operator's records, including but not limited to sales receipts, inventory lists, equipment logs, third party Release Agreements, purchase orders, payroll, financial records, tax returns, and bank statements, or any subcontractor contracted by Operator to work, manage, or operate all or a portion of the Leased Premises. Any subcontract agreement must include a provision reserving this right to the City. Operator shall, at least quarterly, submit financial reports evidencing profits, ticket sales, and any other financial information the Director requires.

(4) Operator holding, operating, and/or managing a guaranteed minimum number of racing events on the Leased Premises as follows:

- 12 Road Racing events (motorcycle or auto)
- 12 Non-Consecutive Friday Night Drag events (June, July, August)
  4 Drag Racing Points events

(5) Operator shall enter into a rental agreement with Southern Colorado Quarter Midgets Association and Southern Colorado Youth Development for use of the tracks located within the Leased Premises.

## 4. TERM.

(a) The initial term of this Agreement shall commence on January 1, 2021 and end on December 31, 2025 ("Term") unless sooner terminated pursuant to the terms of this Agreement.

(b) Either party may have the option to extend the term of this Agreement for up to five additional one-year terms by giving the other written notice of its intent to exercise its option within one hundred and twenty (120)

days prior to the expiration of the then current term. Any extension beyond the original term of this Agreement is contingent upon the parties negotiating in good faith any changes to the terms of this Agreement. No extension shall be effective until it is reduced to writing and signed by both parties.

**5. RENT.**

(a) Base Rent. Operator shall pay to the City without notice, offset or deduction base rent for the Leased Premises as follows, except as provided in paragraphs 5(a)(2) and 14(b) herein:

(1) Yearly Rental Rates:

| | | |
|---|---|---|
| i. | Year 1 (January 1, 2021 – December 31, 2021) | $_____.00 |
| ii. | Year 2 (January 1, 2022 – December 31, 2022) | $_____.00 |
| iii. | Year 3 (January 1, 2023 – December 31, 2023) | $_____.00 |
| iv. | Year 4 (January 1, 2024 – December 31, 2024) | $_____.00 |
| v. | Year 5 (January 1, 2025 – December 31, 2025) | $_____.00 |

(2) The rent shall be paid as follows:

i. [To be determined]

(b) Additional Rent. In addition to the base rent, Operator shall pay to the City additional rent for the Leased Premises as follows:

(1) [To be determined]

(c) Base Rent shall be made payable to Honor Farm Enterprise and delivered to the Director at the place designated in this Agreement for Notice to the City. Base Rent shall be paid into the Honor Farm Properties Enterprise. Base Rent shall be due without notice, offset, or deduction in two (2) equal increments each year with the first due on or before June 30 of each year and the second due on or before September 30 of each year, except as provided in paragraphs 5(a)(2) and 14(b) herein.

(d) Additional Rent, if any, shall be due and payable by May 30th of the year following the year for which the additional rent is due (i.e. for Year 1 – *May 30, 2022*). Any and all Additional Rent shall be made payable to the Honor Farm Enterprise and delivered to the Director at the place designated in this Agreement for Notice to the City. The City shall use seventy-five percent (75%) of all Additional Rent paid by Operator to maintain, repair, and/or upgrade the Leased Premises. The City shall consider recommendations from Operator with regard to the maintenance, repairs, and/or upgrades desired on the Leased Premises or access thereto; however, the City shall make all final decisions regarding the expenditure of the Additional Percentage within its sole and absolute discretion. Unexpended Additional Percentage shall be carried over from one year to the next on an ongoing basis.

(e) Operator shall pay to City a late fee in the amount of five percent (5%) of the Base Rent for any rent payment paid more than thirty (30) days after it is due. All rent, fees, and other sums due under this Agreement shall bear interest at the rate of eight percent (8%) per annum from the date the sum first becomes due, compounded monthly.

**6. FEES.**

(a) Spectator Fees. Operator will remit to the City one dollar ($1.00) per spectator or other attendee for all events directly hosted or administered by Operator. Spectator Fees are in addition to and not part of the Rent. Spectator Fees shall be made payable to the Honor Farm Enterprise and delivered to the Director at the place designated in this Agreement for Notice to the City. Spectator Fees shall be due without notice, offset, or deduction on the first day of each month following an event, where Spectator Fees collected for all events held the previous month are due.

(b) Track Improvement Fees. Operator will remit to the City five dollars ($5.00) per vehicle that uses a track for any event or rental. Track Improvement Fees are in addition to and not part of the Rent. Track Improvement Fees shall be made payable to the Honor Farm Enterprise and delivered to the Director at the place designated in this Agreement for Notice to the City. Track Improvement Fees shall be due without notice, offset, or deduction on the first day of each month, where all Track Improvement Fees collected in the previous month are due. Track Improvement Fees shall be set aside in a separate revenue fund account designated solely for track and road course overlay and repair.

**7. UTILITIES.** Operator shall pay, before delinquent, all charges for utilities, including but not limited to electric, gas, sewage, water, phone, trash, cable, and internet.

**8. SECURITY DEPOSIT.**

(a) Operator shall pay to City and City shall retain a deposit in the sum of Five Thousand Dollars ($5,000) to ensure performance of Operator's obligations under this Agreement. Operator shall pay one half of the Security Deposit ($2,500) upon execution of this Agreement. Operator shall pay the balance of the Security Deposit ($2,500) no later than seven (7) business days after Operator holds its first revenue generating event. In the event that Operator fails, neglects or refuses to pay any rent, fee, or other sum due under this Agreement, or fails to perform any obligation under this Agreement, then City may, in its sole and absolute discretion, draw from this Security Deposit to remedy Operator's default. Nothing contained in this Agreement shall require City to remedy Operator's default in this manner, and City may instead, in its sole and absolute discretion, refuse to remedy Operator's default by drawing on the Security Deposit, and instead pursue the remedies for default provided in this Agreement or by law.

(b) In the event that City draws from this Security Deposit to remedy Operator's default, City shall notify Operator in writing and require Operator to replenish the deposit to its original level. Failure of Operator to comply with this Section shall constitute a material breach of this Agreement.

(c) Within sixty (60) days after the Term of this Agreement, including any extension thereof, expires or terminate, City shall refund to Operator the Security Deposit, less any portion of the Security Deposit that City has applied to remedy any of Operator's defaults under this Agreement, including but not limited to unpaid rent, other sums due under this Agreement, and any damages or cleaning that may be required, whether discovered during the Term of this Agreement or afterward.

**9. CITY TO PROVIDE CERTAIN CAPITAL IMPROVEMENTS AND EQUIPMENT.**

(a) City has paid for certain capital improvements to the Leased Premises and purchased the Equipment presently located on the Leased Premises as set forth in Exhibit B attached hereto, for Operator's use on the Leased Premises. All such improvements and Equipment shall remain Property of the City and shall be returned to the City at the termination of this Agreement. All Equipment shall be tagged with City identification within one (1) month of signing of this document.

(b) Operator shall not remove any Equipment from the Leased Premises without the express written consent of the City. Operator shall operate and maintain, at its own expense, all Equipment, except as provided in paragraphs 11(k) and 11(l). ALL EQUIPMENT PROVIDED TO PPERATOR AS SET FORTH IN AGREEMENT EXHIBIT B IS ON AN "AS IS" "WITH ALL FAULTS" BASIS, AND CITY MAKES NO REPRESENTATIJON OR WARRANTY AS TO THE CONDITION OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR USE OR PURPOSE. Operator is hereby advised that Operator shall be solely responsible for personally inspecting the Equipment before execution of this Agreement and any use of the Equipment. Operator's execution of this Agreement and use of the Equipment shall constitute an expressed acknowledgement by Operator that the Equipment is safe and adequate for Operator's intended and permitted use. Operator shall have exclusive control of the Equipment during the pendency of this Agreement, subject to the City's right of inspection, and shall be responsible for all equipment and for adequate safeguard for the protection of Operator, its employees, agents, independent contractors, subcontractors, representatives, and persons engaged in any activity on the Leased Premises. Notwithstanding any provision in this Agreement to the contrary or which may be construed to the contrary, City assumes no obligation or responsibility to replace the Equipment, or to keep or maintain the Equipment in good and safe condition, appearance, or state of repair, regardless of cause of need for maintenance, repair, and/or replacement. City is not subject to the

Occupational Safety and Health Administration ("OSHA") and shall not be liable for any fine or fee levied against Operator thereby.

## 10. SPONSORSHIP CONTRACTS AND WEBSITE.

(a) **Sponsorship Contracts.** Operator may enter into sponsorship contracts for less than Twenty Thousand Dollars ($20,000) without the prior written consent of the City; however, the City reserves the right to require Operator to discontinue any sponsorship contracts and/or advertising that the City believes, in its sole and absolute discretion, is not in the City's best interests. Any sponsorship contract over Twenty Thousand Dollars ($20,000) or involving the naming of the whole or any portion of the Leased Premised must be approved by the City in writing, which approval may be withheld at the sole and absolute discretion of the City.

(b) **Website & Social Media Site.** Operator must work with the City and provide necessary information to the City in order to update the Pueblo Motorsports Park website at all times during the Term of this Agreement and any extension thereof. Operator must always insure a proper link from the Pueblo Motorsports Park website to the City of Pueblo website at all times during the Term of this Agreement. Operator may create and manage a separate social media site to promote the Pueblo Motorsports Park. The City has the right to require Operator to discontinue any advertising on the Pueblo Motorsports Park website or any social media site that the City believes, in its sole and absolute discretion, is not in the City's best interests.

## 11. MAINTENANCE OF LEASED PREMISES AND EQUIPMENT.

(a) Operator shall operate, staff, manage, clean, repair, keep clean and sanitary, and maintain the Leased Premises and Equipment. Operator shall perform these duties with reasonable care according to the highest standards in the industry.

(b) Operator shall use and maintain the Leased Premises in a clean, safe, and orderly manner, in compliance with all federal, state, and city laws and regulations and all rules and policies promulgated by the Director. Operator shall not allow any drifting events, military training, or ramming exercises on the racetracks within the Leased Premises.

(c) Operator shall develop and follow a maintenance schedule to control the growth of natural vegetation on the Leased Premises. This program shall include a regular schedule for weeds and other vegetation to be sprayed and mowed or otherwise eliminated. Operator shall ensure that all-natural vegetation in the vicinity of the race-track and spectator areas shall not exceed five inches (5") in height or otherwise as approved by Director. City will provide support to Operator as available to assist in the control of natural vegetation on the Leased Premises, which may include supplying information, guidance, or chemicals.

(d) Operator shall not set any portion of the Park on fire or use any incendiary or explosive devices without prior written approval of the Fire Department and Director.

(e) Operator shall repair and restore the Leased Premises and all its tracks and facilities to pre-event condition within a reasonable time after each Operator event. Operator shall report to the Director any major damage to the Leased Premises within one business day after the damage occurs.

(f) Operator shall provide dust control during it use of off-road areas when necessary, to the extent and degree determined by City in its sole and absolute discretion, which shall include the use of Equipment to spray the tracks when using off-road areas.

(g) Operator shall immediately clean up oil spills or any other fluid spills on the Leased Premises, including but not limited to the tracks, pits, and staging areas. Operator will comply with all federal, state, and local laws, rules and regulations pertaining to the cleanup and disposal of oil, chemicals, and other waste.

(h) The City may inspect the Leased Premises at any time to determine if any additional cleaning is necessary, including but not limited to fluid spills, major debris, screws, and glass. If so directed by the City after inspection of the Leased Premises, Operator shall perform all necessary additional cleanup at its sole expense.

(i) Operator shall be responsible, at its sole expense, for all maintenance of the Physical Facilities and Equipment, except as provided in paragraphs (k) through (m) below. Operator shall notify the Director of any damage or theft of Equipment or of the Physical Facilities within twenty-four (24) hours of the occurrence.

(j) Operator shall record all hours of use of each piece of Grounds Equipment in a log, which shall be provided to the City Fleet Services Supervisor the first day of each month. Once per year or as otherwise requested by City, Operator shall provide access to the Leased Premises and Grounds Equipment in order to allow the City to inspect and test the Grounds Equipment. Within ten (10) days after this Agreement is executed by both parties, and by January 15 of each year, the Agreement is in effect thereafter, Operator shall set up a yearly schedule for inspection and testing of the Grounds Equipment with Fleet Services. If requested by City, inspection and testing of the Grounds Equipment will occur at City Fleet. Operator shall be responsible for transporting Grounds Equipment to City Fleet. All inspections and/or testing work must be performed during the City Fleet Department's normal working hours Monday through Friday, from 8:00 a.m. to 5:00 p.m. Operator will only hire and use qualified persons to operate the Grounds Equipment.

(k) Operator shall be responsible for all routine maintenance of the Grounds Equipment. All routine maintenance shall be performed by a certified, licensed technician belonging to Operator's organization and approved by Director in writing. If Operator does not have available such a technician, then all routine maintenance shall be performed by City Fleet. All work must be performed during City Fleet's normal working hours, Monday through Fridays from 8:00 a.m. to 5:00 p.m. at City's Fleet's facility. Operator is responsible for transporting all equipment to City Fleet for maintenance and for all costs and fees incurred as a result. Operator shall be responsible for the cost of all parts necessary for routine maintenance of the Grounds Equipment. Operator shall obtain all parts necessary for routine maintenance from City Fleet. If the City Fleet Services Supervisor notifies Operator that it is unable to obtain the necessary parts, or that parts of like kind and quality may be obtained from an alternate source at a lower cost, then Operator, with the written approval of both the City Fleet Services Supervisor and Director, may obtain parts from such alternate source. For the purposes of this Agreement, "routine maintenance" means all simple, small-scale maintenance normally associated with regular and general upkeep, both preventative and to address normal wear and tear, and specifically includes but is not limited to the replacement or changing of fluids, filters, tires, bulbs, and fuses, but shall not include major repair or replacement of parts or subsystems.

(l) Operator shall pay the first one thousand five hundred dollars ($1,500) per occurrence, to make major repairs and/or replacements to the Grounds Equipment. Thereafter, the City shall pay any and all remaining amounts necessary to repair and/or replace the Grounds Equipment so long as the repair and/or replacement is not necessitated by the negligence of Operator, its employees, agents, subcontractors, guests, and/or invitees; except that the City may, within its sole and absolute discretion, choose not to repair or replace Grounds Equipment if it determines the repair and/or replacement is not necessary to the operation of the Leased Premises. In addition to the requirements in paragraph 11(i), Operator shall notify the City Fleet Services Supervisor when an item of Grounds Equipment is in need of major repair within twenty-four (24) hours of the damage and schedule an appointment with the City Fleet Services Supervisor to bring the item in for repair. All repairs to the Grounds Equipment shall be performed by City Fleet during City Fleet's normal working hours, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at City Fleet's facility, unless otherwise mutually agreed upon by the Parties as provided herein. Operator is responsible for transporting all equipment to City Fleet for repairs and for all costs and fees incurred as a result. All invoices provided to Operator for maintenance, repair, and/or replacement of the Physical Facilities or Grounds Equipment shall be paid within forty-five (45) days of the invoice. City and Operator may negotiate to allow an independent professional to perform repairs of the Grounds Equipment on the Leased Premises. Operator shall provide a detailed written quote describing the nature and extent of the repair, necessary parts, labor time, and any costs and fees for approval by Director and City Fleet Services Supervisor. Director and City Fleet Services Supervisor may request additional information as needed in order to evaluate the request. Operator must obtain the prior approval of Director and City Fleet Services Supervisor prior to any work being performed, which approval may be withheld by City in its sole and absolute discretion. For the purposes of this Agreement, "repair or replacement" means: a repair that necessitates the removal of an integral part; wherein replacement of a part with a new, used, or rebuilt one is necessary; or one in which a substantial amount of time to complete is required; and specifically includes but is not

limited to engine and transmission rebuilding or replacement, timing of the engine or replacement of timing chains, repair or replacement of the drive train, chassis, suspension system, axels, water pump, belts, replacement of glass, or any auto-body work.

(m) Operator shall pay the first five hundred dollars ($500) per occurrence, to repair and/or replace the Concession, Office/Mobile Home, and Tower Equipment. Thereafter, the City shall pay any and all remaining amounts necessary to repair and/or replace the Concession, Office/Mobile Home, and Tower Equipment so long as the repair and/or replacement is not necessitated by the negligence of Operator, its employees, agents, subcontractors, guests, and/or invitees; except that the City may, within its sole and absolute discretion, choose not to repair or replace the Concession, Office/Mobile Home, and Tower Equipment if it determines the repair and/or replacement is not necessary to the operation of the Leased Premises. All invoices provided to Operator for maintenance, repair, and/or replacement of Concession, Office/Mobile Home, and Tower Equipment, or any other Equipment listed in Exhibit B, shall be paid within forty-five (45) days of the invoice.

(n) Operator shall be responsible for maintaining all tracks in substantially the same condition as they existed on the date of this Agreement except for normal and acceptable wear and tear. Operator shall be responsible for winterization and freeze protection of all plumbing on the Leased Premises during winter months. Major HVAC equipment failures due to normal wear and tear will be repaired or replaced by the City at its discretion.

## 12. CONSERVATION EASEMENT; SPECIAL EVENTS; POLICE DEPARTMENT USE; KEYS; AND PYROTECHNICS.

(a) **Conservation Easement.** Operator understands and agrees that this Agreement and Operator's use of the Leased Premises is subject to the conditions and limitations of the Conservation Easement recorded July 2, 2001 as Reception No. 1390542 in the records of the Pueblo County Clerk and Recorder ("Easement"). Operator acknowledges receipt of a copy of the Easement. City makes no representation or warranty that Operator's intended use of the Park or the provisions of this Agreement are approved uses or allowed under the Easement.

(b) **Special Events.** Operator shall notify Director of its intent to host special events upon the Leased Premises at least forty-five (45) days in advance of the event date. Director shall evaluate each request and shall notify Operator of his approval or disapproval in writing at least thirty (30) days prior to the event date. For purposes of this Agreement, "special events" shall be those that require the relocation, modification, or removal or a structure or improvement on the Leased Premises, or a physical modification to a feature or surface configuration of any land area within the Leased Premises, including but not limited to moving the bleachers or mobile home, or digging mud pits, holes, or other cavities.

(c) **Police Department Use.** Operator shall negotiate in good faith with the Pueblo Police Department to allow the Police Department use of the Leased Premises for training purposes. Operator shall be responsible for any damage that occurs during Pueblo Police Department or other law enforcement use of the Leased Premises unless otherwise provided by written agreement.

(d) **Keys.** Operator must provide access per City request to the Leased Premises, including but not limited to any buildings, facilities, and tracks. In the event that Operator changes any locks to any building, gate, or facilities, Operator must within twenty-four (24) hours provide a copy of all new keys to the Director. Every key should be marked or otherwise identify the purpose and/or location within the Leased Premises to which each key pertains.

(e) **No Pyrotechnic Devices.** Operator shall under no circumstance use pyrotechnic devices, explosives, fireworks, or incendiary devices of any kind anywhere in the Park without prior written approval from the Fire Department and the Director.

## 13. INSURANCE, INDEMNITY, AND RELEASES.

(a) **Insurance and Proof of Insurance.** Operator shall, within ten (10) days after this Agreement is executed by both parties, and on the anniversary of such execution each year, obtain the following insurance coverages and provide to the City the following Certificates of Insurance showing that Operator has obtained the following

insurance coverages. Operator shall maintain all such insurance coverages at all times during the term of this Agreement:

(1) Workers' Compensation Insurance, including Occupational Disease Provisions, effective during the entire Term of this Agreement and any extension thereof, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Operator may have no employees as defined under said Act or that Operator might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Operator performing work at the Leased Premises irrespective of whether such employees may be shareholders, managers, partners, or owners of Operator or exempt employees under the Act. If any class of employees engaged in hazardous work under this Agreement at the Leased Premises in not protected by the Workers' Compensation statute, the Operator shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

(2) Commercial General Liability Insurance effective during the entire Term of this Agreement and any extension thereof, issued to and covering the liability of Operator with respect to all work and events performed by Operator and its subcontractors under this Agreement, to be written on a Commercial General Liability policy form. This insurance shall be written in amounts not less than $2,000,000 for each occurrence and $4,000,000 aggregate. This policy of insurance shall be endorsed naming the City of Pueblo, its Enterprises, controlled Nonprofit Corporations, their officers, agents, and employees as additional insured. The policy shall also provide coverage for contractual liability assumed by Operator under the provisions of this Agreement, and "Completed Operations and Projects Liability" coverage. The Commercial General Liability Insurance policies shall contain a waiver of subrogation.

(3) Commercial Automobile Liability Insurance effective during the entire Term of this Agreement and any extension thereof, written with limits of liability for injury to one person in any single occurrence of not less than $1,000,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This policy of insurance shall be endorsed naming the City of Pueblo, its Enterprises, controlled Nonprofit Corporations, their officers, agents, and employees as additional insured. This insurance shall include uninsured/underinsured motorist coverage and shall protect Operator from any and all claims arising from the use both on and off the Basic Services site of motor vehicles, including any automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Operator. The Comprehensive Automobile Liability Insurance policies shall contain a waiver of subrogation.

(b) **Notices to City in Policies.** Every insurance policy and certificate of insurance specified in subsection (a) of this Section shall contain a provision and/or special endorsement requiring that the Insurer notify the City in writing, in the manner provided in this Agreement, ten (10) days prior to any formal action being taken in the event that any such policy or coverage will be revoked, terminated, rescinded, or lapse.

(c) **Releases and Claims Waiver.** Operator forever releases and waives any and all claims, known and unknown, presently existing or arising in the future, and any suit or action in law or equity against the City, its Enterprises, controlled Nonprofit Corporations, their officers, agents, independent contractors, and employees ("Released Parties") in any court or tribunal, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that Operator, its officers, agents, independent contractors, or employees may suffer, related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.

(d) **Operator Covenants Not to Sue.** Operator shall not file, pursue or prosecute any suit, action or proceeding, in law or in equity, in any court or tribunal, against the Released Parties, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that Operator, its officers, agents, independent contractors, or employees may suffer related to or caused by the

Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.

(e) **Operator Indemnifies**. Operator shall indemnify, defend and hold harmless the Released Parties against any liability for any damages, attorney's fees, and restitution that may be imposed by any court or tribunal in any suit, action or proceeding in law or equity filed by any person or entity based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that any such third person may suffer as a result of any cause, including related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.

(f) **Operator Must Obtain Releases from Third Parties.** Prior to entering the Park on any Operator Event day, all Operator employees and agents, and event participants MUST sign a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Release Agreement"), the language of which must be approved by the Director, in the presence of Operator personnel and all executed Release Agreements shall be maintained and kept on file by Operator for at least three (3) years from the date of the Release Agreements. Originals or copies of the Release Agreements shall be delivered to the City upon its request. Operator's obligation to maintain these records and provide them to the City upon request shall survive termination or expiration of this Agreement. Operator shall bear sole responsibility for full compliance with this Section. Entry into the Park by any Operator employee, agent, or event participant during an event prior to the execution of a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement by such individual shall constitute a material breach of this Agreement by Operator.

**14. IMPROVEMENTS.**

(a) **Operator Fuel Storage Facility.** If Operator decides to utilize the above ground fuel storage facility, it shall utilize and maintain the system in compliance with all federal, state, and city ordinances and laws, specifically including all City fire ordinances and regulations. Any other fuel vendor hired by Operator shall also meet with the City Fire Department prior to selling fuel to ensure they are in compliance with all federal, state, and city ordinances and laws.

(b) **Costs of Improvements; Approval Required.** All costs associated with the development, installation, construction, and maintenance of any improvements shall be the sole responsibility of the Operator, unless City and Operator mutually agree to an offset or reduction in rent as provided herein. Operator shall submit to City a written proposal for all proposed improvements that includes the estimated value of the improvements and anticipated cost of development, installation, construction, and maintenance. Operator must obtain the prior written approval of the Director and Mayor for any proposed improvements and a certificate from the Pueblo Regional Building Department approving any proposed improvements. All improvements must be approved in writing by the City prior to installation or construction. Any proposed changes must meet all building permit regulations and be constructed, installed, maintained, and operated in compliance with all local, state, and federal laws and regulations. Operator shall maintain the improvements in good and safe condition, appearance and state of repair, regardless of the cause or need for maintenance and repair. City and Operator may negotiate to offset or reduce the yearly rental rates as provided in paragraph 5(a)(1) by the cost of site improvements installed or constructed by Operator. All offsets or reductions in rent shall be mutually agreed upon by Operator, Director, and Mayor and be reduced to a writing signed by both Parties prior to any work being performed. To receive a reduction or offset, Operator must submit a copy of a final invoice and proof of payment to Director in order to receive credit for any reduction in rent. If an improvement is not performed or completed, or Operator's payment for the same is not completed, rejected, or dishonored for any reason, rent shall be paid according to the provisions in paragraphs 5(a)-(c).

(c) **Improvements Become City Property Upon Termination of Agreement.** All improvements shall become the property of the City at the option of the City upon termination or expiration of this Agreement.

**15. MAINTENANCE OF ACCOUNTS AND RECORDS.** Operator shall keep and maintain accurate and complete accounts and records of all activities and transactions conducted by Operator on or from the Leased Premises, including without limitation sales receipts, inventory lists, equipment logs, third party Release Agreements, purchase orders, payroll, financial records, tax returns, and bank statements, or any subcontractor contracted by Operator to work, manage, or operate all or a portion of the Leased Premises, in accordance with generally accepted accounting

principles, which accounts and records shall be available for inspection, copy and audit by City during normal business hours. Operator shall retain all such accounts and records for a minimum period of three (3) years after termination or expiration of this Agreement. Operator shall, at least quarterly, submit financial reports evidencing profits, ticket sales, and any other financial information the Director requires.

**16. INTELLECTUAL PROPERTY.** This Agreement is solely for access to and use of the Leased Premises. Operator shall not photograph, film, or broadcast any Event or any part thereof without first obtaining the prior written consent of the City, except that Operator may post pictures and videos to the Pueblo Motorsports Park website and social media site so long as the same portray the City in a positive light. City reserves the right to remove or require the removal of any information, pictures, or videos from Operator's social media site if it determines, in its sole and absolute discretion, that the same do not positively portray the City or are misleading in any way. In addition, no footage or images obtained from City access granted herein may be reproduced, sold, broadcast, commercially exploited, or distributed without a separate written license agreement from the City authorizing such use.

**17. NO REPRESENTATION OR WARRANTY OF CONDITION OR FITNESS.** THE LEASED PREMISES IS PROVIDED ON AN "AS IS" "WITH ALL ITS FAULTS" BASIS, AND CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITIJON OR FITNESS OF THE LEASED PREMISES FOR OPERATOR'S EVENTS OR FOR ANY PARTICULAR USE OR PURPOSE. Accordingly, Operator is hereby advised that Operator shall be solely responsible for personally inspecting the Leased Premises before execution of this Agreement and commencement of any Event. Operator's execution of this Agreement or commencement of any Event shall constitute an expressed acknowledgement by Operator that the Leased Premises is safe and adequate for Operator's permitted use. Operator shall have exclusive control of the Leased Premises during the pendency of this Agreement, subject to the City's right of access, and shall be responsible for all equipment and for adequate safeguard for the protection of Operator, its employees, agents, independent contractors, subcontractors, and representatives, and persons engaged in any activity on the Leased Premises. Notwithstanding any provision in this Agreement to the contrary or which may be construed to the contrary, City assumes no obligation or responsibility to keep or maintain the Leased Premises or any track or facility thereon in good and safe condition, appearance or state of repair, regardless of cause of need for maintenance and repair.

**18. MINORS.** No individual under the age of eighteen (18) years, including Junior Dragsters and Quarter Midget racers shall be allowed in any restricted area of the Leased Premises (which shall include the track surface, starting line area, garage areas, staging areas, run-off areas, trackside communications stations, and any other location as defined in generally accepted policies of liability coverage for Motorsports entities), without a (1) Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, and (2) a Parental Consent to the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement executed by each minor and the minor's parent or legal guardian. The language of the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement and Parental Consent to the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement must be approved by the Director. These documents must be signed in the presence of Operator personnel and are required before said minor's entrance into the restricted areas of the Leased Premises. All executed documents shall be delivered maintained and kept on file by the Operator for three (3) years from the dated of the Release Agreements. Originals and/or copies of the Release Agreements shall be delivered to the City upon request. Operator's obligation to maintain these records and provide them to the City upon request shall survive termination or expiration of this Agreement. Operator shall bear sole responsibility for full compliance with this Section. Entry by any individual to a restricted area prior to the execution of the Agreements listed above in this Section by the proper party shall constitute a material breach of this Agreement by Operator.

**19. TERMINATION AND DEFAULT.**

(a) **Default and Correction.** If either party is in default hereunder, the non-defaulting party may give written notice describing the default to the defaulting party. If the defaulting party does not correct such default within twenty (20) days after receipt of said notice, or if the default cannot be corrected within said 20-day period and the defaulting party fails to commence action to correct the default with said 20-day period and thereafter diligently pursues corrective action, the non-defaulting party may upon an additional five (5) days' notice given to the defaulting party terminate this Agreement.

(b) **Termination for Breach.** Notwithstanding the foregoing, if Operator commits a breach of any term of this contract, City may terminate this Agreement upon thirty (30) days' prior written notice to Operator specifying breach and the date of termination. Except for accrued rights and liabilities and those covenants which survive termination hereunder, upon such termination each party shall be released from all future duties and obligations hereunder. Material breaches shall include:

(c) **Termination Without Cause.** Notwithstanding the foregoing, either party may terminate this Agreement without cause by providing sixty (60) days prior written notice to the other party. No premature termination of this Agreement shall affect any right of either party accruing prior to such termination, whether such right is conferred by the terms of this Agreement or arises under general principles of law.

**20. NOTICE.** Any notice required or permitted to be given hereunder shall be in writing and delivered personally or by certified mail, postage prepaid, as follows:

(a) If to City: Director of Parks and Recreation, City of Pueblo, 800 Goodnight Avenue, Pueblo, Colorado 81005; and Mayor, City of Pueblo, #1 City Hall Place, 2nd Floor, Pueblo, Colorado 81003

(b) If to Operator: [Operator's Mailing Address]

**21. STATE-IMPOSING MANDATES PROHIBITING ILLEGAL ALIENS FROM PERFORMING WORK.**

(a) At or prior to the time for execution of this Agreement, Operator shall submit to the Purchasing Agent of City its certification that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Operator will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to §8-17.5-102(5)(c) C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Operator shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement.

(2) Enter into an Agreement with a subcontractor that fails to certify to Operator that the subcontractor shall not knowingly employ or Agreement with an illegal alien to perform work under this Agreement.

(c) The following state-imposed requirements apply to this Agreement:

(1) Operator shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

(2) Operator is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Operator obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Operator shall:

A. Notify the subcontractor and the City's Purchasing Agent within three (3) days that Operator has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(III)A. above the subcontractor does not stop

employing or contracting with the illegal alien; except that Operator shall not terminate the Agreement with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(4) Operator is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

(d) Violation of this Section by Operator shall constitute a breach of Agreement and grounds for termination. In the event of such termination, Operator shall be liable for City's actual and consequential damages.

(e) As used in this Section, the term "subcontractor" shall mean any subcontractor of Operator rendering services within the scope of this Agreement.

**22. MISCELLANEOUS.**

(a) **Additional Documents.** The Parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement.

(b) **Force Majeure.** Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires not caused by a breach of this Agreement, floods, storms, lightning strikes, labor strikes, labor disputes, accidents, regulation or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

(c) **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

(d) **Section Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

(e) **Integrations, Severability, Amendment, and Counterparts.** This Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same Agreement.

(f) **No Third-Party Beneficiaries; No Waiver of Immunities.** Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under Federal or State law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

(g) **Waiver of Breach.** A waiver by any party to this Agreement or the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

(h) **Authority of Signers.** Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is valid and legally binding obligation of such party enforceable against it in accordance with its terms.

(i) **Attorney's Fees and Costs of Collections.** In the event that it becomes necessary for the City to bring any action or proceeding to collect unpaid utilities, rent, damages, janitorial fees, costs, or other sums due under

this Agreement, to enforce any provision of this Agreement, to recover damages for Operator's breach of this Agreement, or to seek specific performance of this Agreement, the prevailing party shall be entitled to collect its reasonable attorney fees, costs of suit, and costs of collection as part of the judgement is such action or proceeding.

(j) **No Multi-year Fiscal Obligation on City.** This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor 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 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 the City which may arise under this Agreement in any fiscal year after 2021, 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 or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

(k) **Certain Provisions Survive Expiration and Termination.** The provisions of this Agreement pertaining to insurance, releases, indemnification, payments to the City, and liability shall survive the expiration of the term of this Agreement and termination of this Agreement and continue in effect for a period of five (5) years following the termination of this Agreement and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

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

(m) **Assignment.** This Agreement shall not be reassigned by Operator without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion.

**IN WITNESS WHEREOF**, the Parties hereto have executed and delivered on this _____ day of _____, 20___.

[OPERATOR]

By:_____

Name:_____
Title: _____

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By:_____

President of City Council

ATTEST:

_____
City Clerk

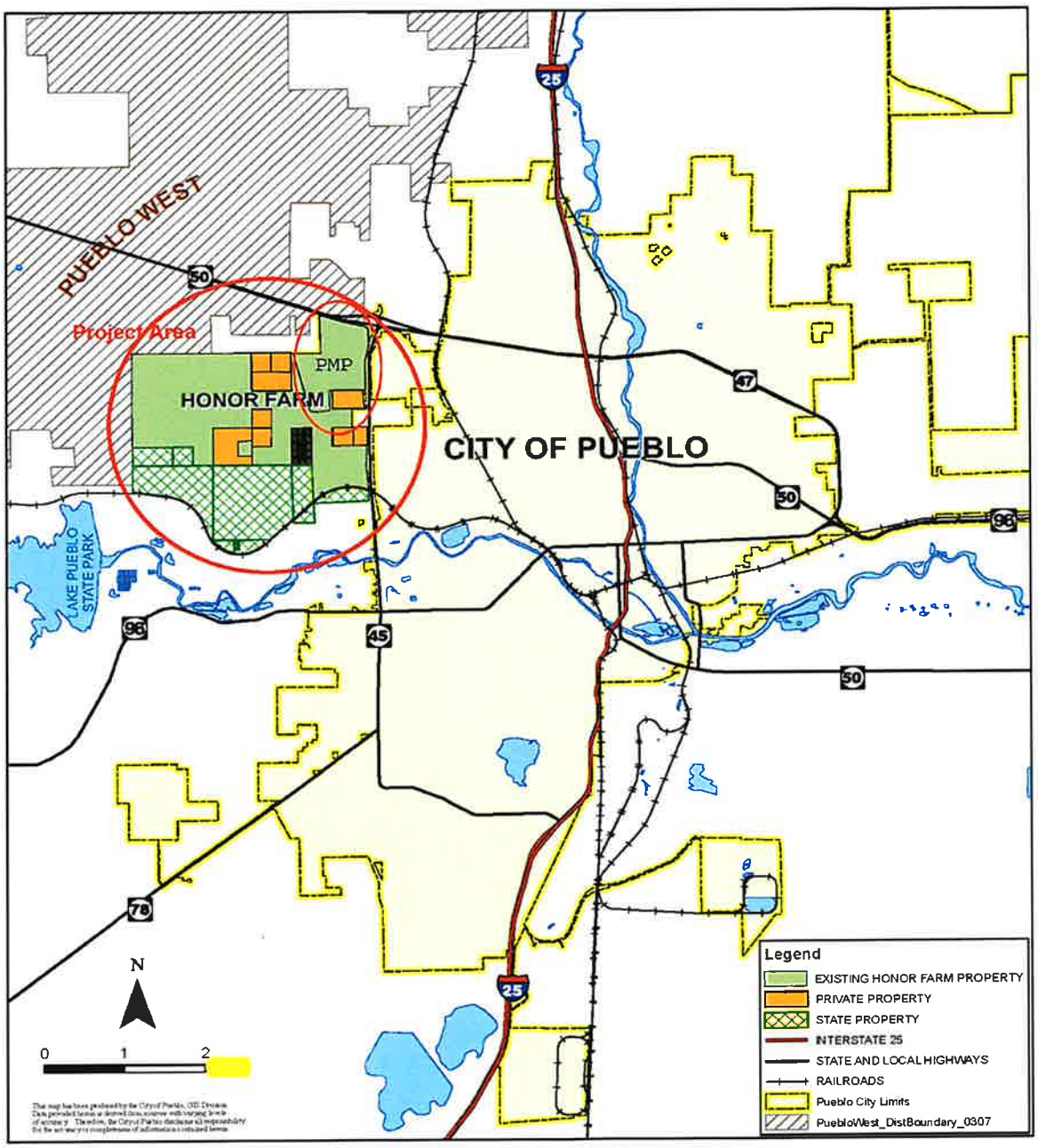
APPROVED AS TO FORM:

_____
City Attorney

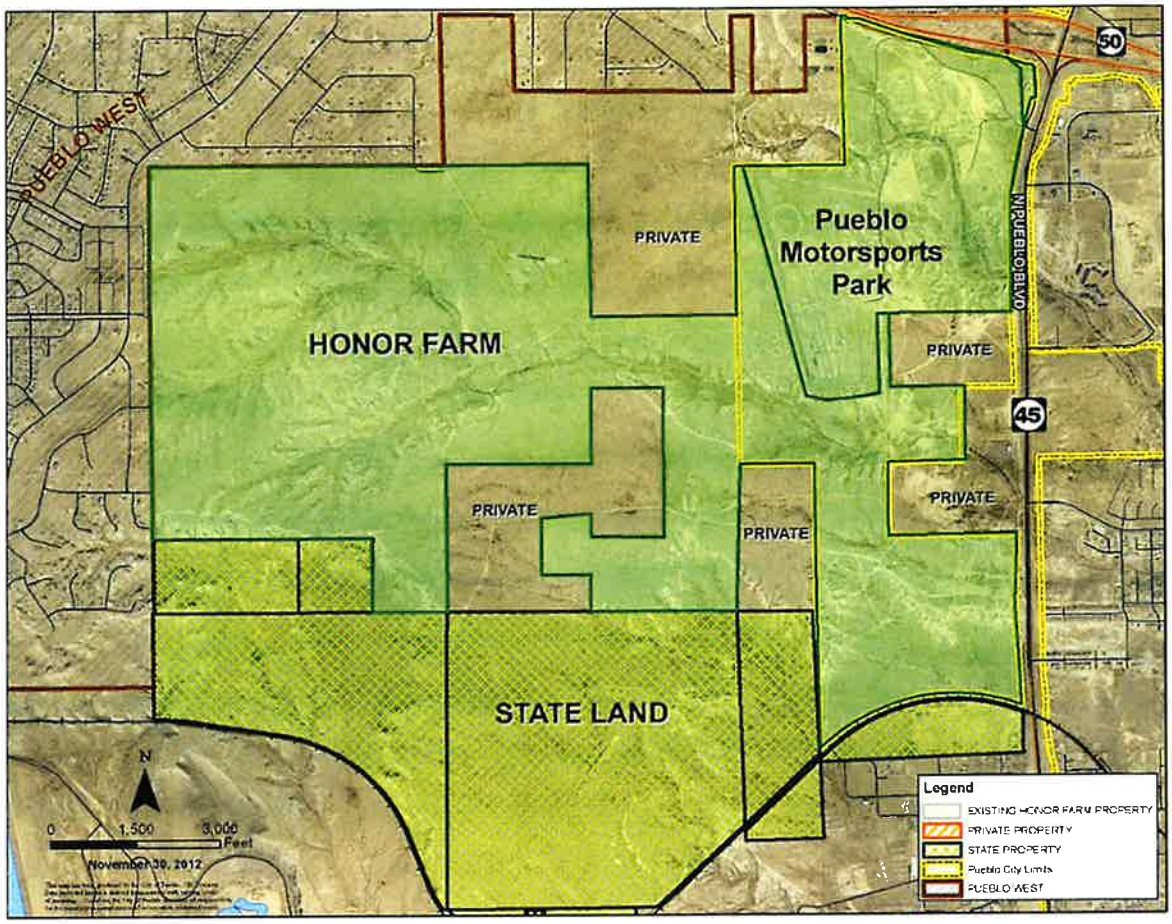
**APPENDIX D**

**AREA MAP**

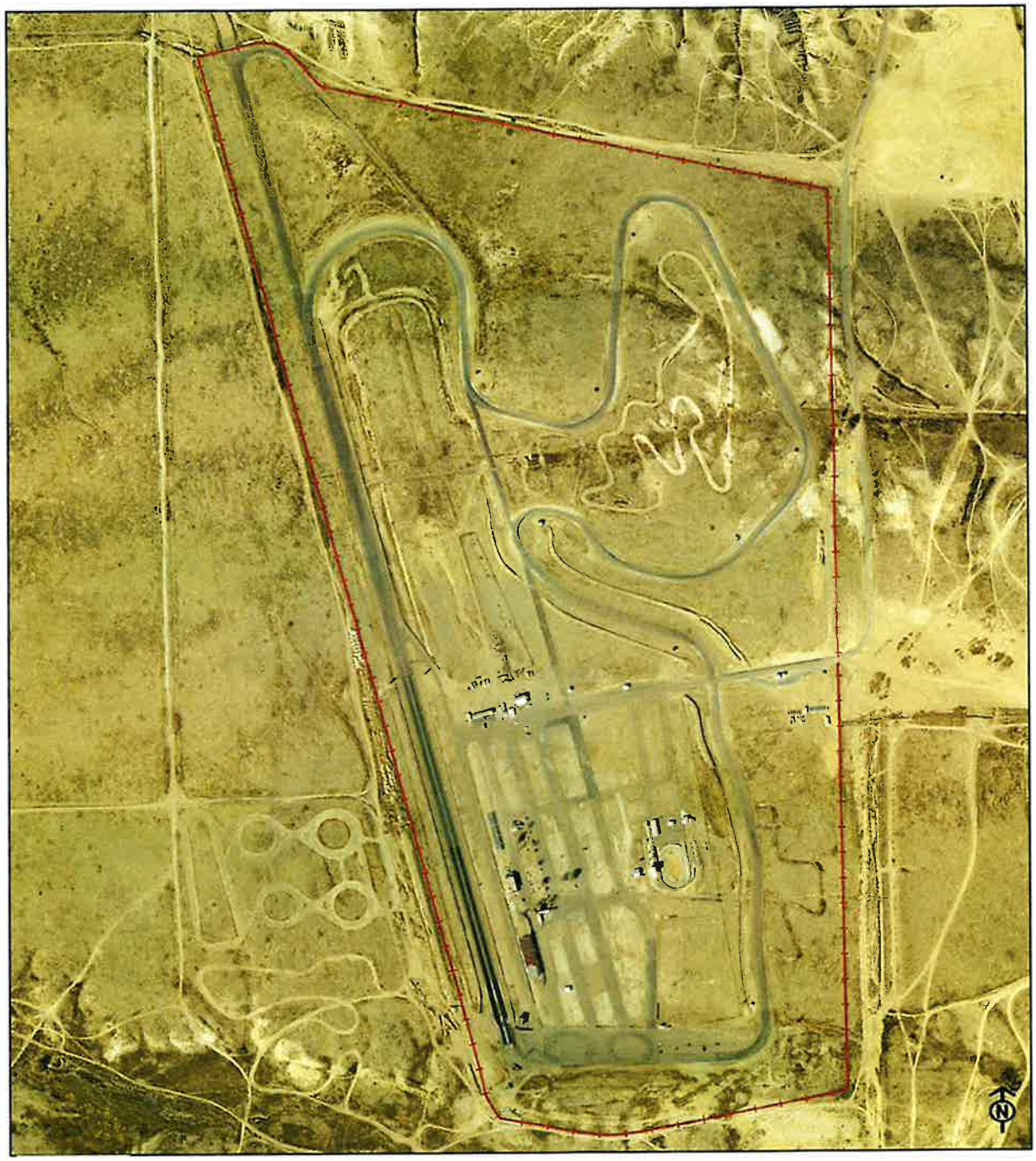
City of Pueblo
Pueblo Motorsports Park Project
AREA MAP



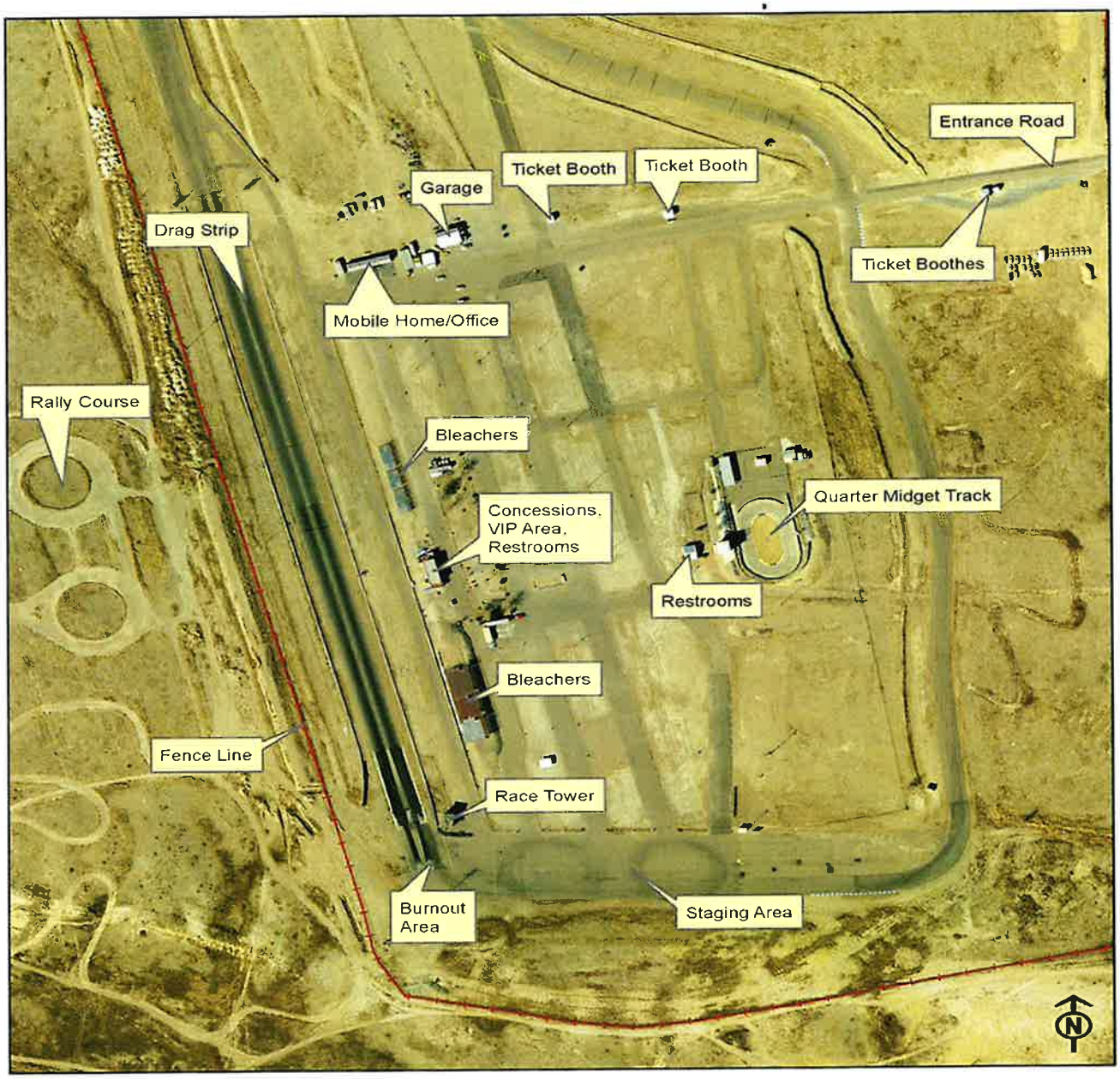
## HONOR FARM MAP



## RACE FACILITY MAP I



## RACE FACILITY MAP II



| Vehicle # | Year | Description | Capital Asset |
|---|---|---|---|
| 226019 | 2012 | SWEEPER, 2012 LAYMOR Model SM300 | 17716 |
| 226020 | 2012 | TRACTOR, KUBOTA M108S | 17723 |
| 226021 | 2012 | SWEEPMASTER/RUBBER LAYDOWN ATTACHMENT | 25306 |
| 226022* | 2004 | ATV, POLARIS 600, GREEN* | 25256 |
| 226023* | 2007 | ATV, POLARIS 330 TRAILBOSS, YELLOW* | 25257 |
| 226028* | 1998 | TRUCK, FORD F150 PICKUP, 1 TON, TEAL* | 15126 |
| 226902* | 1999 | TRAILER, HANDMADE FLATBED* | 17371 |
| 221814* | 1978 | DUMP TRUCK, C60, 2 ½ TON * | NA |
| 221499* | 1973 | WATER TRUCK, C60, 2 ½ TON* | NA |
| | | 2,000 GALLON PLASTIC WATER TANK* | NA |
| 221911* | 1979 | TRACTOR, FORD 5600* | NA |
| | | JOHN DEERE BRUSH HOG MOWER, 6', MODEL #616* | NA |
| | | (2) - 500 GALLON FUEL TANKS | NA |
| | | FUEL CONEX STORAGE, 40' x 8' | NA |
| | | HURST HYDRAULIC CUTTER/HYDRAULIC UNIT | NA |
| | | WATER SUPRESSION TANK, 70 GALLONS | NA |
| | | HOSE REEL W/50' HOSE | NA |
| | | (12) – FIRE EXTINGUISHERS | NA |

## CONCESSIONS

| Description | Capital Asset |
|---|---|
| UPRIGHT FREEZER, Frigidaire | 31457 |
| GRIDDLE/RANGE, Vulcan | NA |
| 3 BAY SINK | NA |
| DISPLAY COOLER, True, Model #GDM-23 | NA |
| STAINLESS STEEL PREP TABLE | NA |
| FREEZER, DEEP, Frigidaire | 31458 |
| REFRIGERATOR, 2 DOOR, True | NA |
| (2) – STORAGE RACKS | NA |
| WATER HEATER | NA |
| EXTRA WATER TANK | NA |
| WALL HAND SINK | NA |
| REFRIGERATOR, MINI, Delfield | NA |
| DEEP FRYER, Dean | 31466 |
| MICROWAVE OVEN, Panasonic | NA |
| PRESSURE WATER TANK, BLUE | NA |
| (3) – METAL RACKS | NA |
| SINGLE BAY SINK | NA |

## OFFICE/MOBILE HOME

| Description | Capital Asset |
|---|---|
| CLOTHES WASHER, Lady Kenmore | NA |
| CLOTHES DRYER, Kenmore | NA |
| STOVE, ELECTRIC, Whirlpool | NA |
| FILE CABINET, BLACK | NA |
| DESK, BLUE | NA |

**AS IS – OPERATOR RESPONSIBLE FOR MAINTENANCE AND/OR REPLACEMENT*

## TOWER

| Description | Capital Asset |
|---|---|
| REFRIGERATOR, MINI, Kenmore | Serial #11069446 |
| REFRIGERATOR/FREEZER, WHITE, Westinghouse | NA |
| (9) – FIRE EXTINGUISHERS | NA |
| FLOOR JACK, LARGE (In Garage) | NA |
| (2) – TORCHES (In Shed next to Tower) | NA |
| BLOWER | NA |
| CHRISTMAS TREE LIGHT | NA |

## MISCELLANEOUS

| Description | Capital Asset |
|---|---|
| DIAL-IN BOARD | NA |
| 4-PIECE PA SYSTEM | NA |
| ANNOUNCERS SCREEN, Dell | 24982 |
| COMPUTER OPERATED KEYBOARD AND MONITOR, Dell | |
| MONITOR AND KEYBOARD, Dell | NA |
| CASH REGISTER, ELECTRIC, ER-380M | 30910 |
| CONTROL CONSOLE, Daktronics, All-Sport 5000 Series | NA |
| (2) – ELECTRONIC SCOREBOARDS (Dragstrip) | NA |

**EXHIBIT "D"**

CERTIFICATE OF INSURANCE

See materials attached hereto.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2025

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**
Network Insurance Services, LLC
8301 E Prentice Ave, Ste 410
Greenwood Village CO 80111

CONTACT NAME:
PHONE (A/C, No, Ext): 303-805-5000 FAX (A/C, No): 303-708-0202
E-MAIL ADDRESS: Certificates@thinkNIS.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Pinnacol Assurance of CO | 41190 |
| INSURER B : MARKEL AMERICAN INS CO | 28932 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** MOTOR31
Motorcycle Roadracing Assn.
PO Box 2237
Arvada CO 80001

**COVERAGES** **CERTIFICATE NUMBER:** 1057553494 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY | Y | | MKM0000500293502 | 3/1/2025 | 3/1/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | X E&O $100,000 | | | | | | MED EXP (Any one person) | $ Excluded |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ Unlimited |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 5,000,000 |
| | | | | | | | Participant Leg. Lia | $ 1,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | UMBRELLA LIAB X OCCUR | | | MKX0000500293602 | 3/1/2025 | 3/1/2026 | EACH OCCURRENCE | $ 4,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 4,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | N/A | Y | 4103779 | 12/1/2024 | 12/1/2025 | X PER STATUTE OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 100,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
RE: Pueblo Motorsports Park 3733 N Pueblo Blvd Pueblo, CO 81008
A waiver of subrogation applies in favor of the certificate holders.

**CERTIFICATE HOLDER**

City of Pueblo
acting by and through its Honor Farm
800 Goodnight Ave
Pueblo CO 81005

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

PINNACOL
ASSURANCE

7501 E. Lowry Blvd.
Denver, CO 80230-7006
303.361.4000 / 800.873.7242
Pinnacol.com

NCCI #: WC000313B
Policy #: 4103779

The Motorcycle Roadracing Association
PO Box 4131
Greenwood Village, CO 80155

Network Insurance Services, LLC-
P O Box 910
Castle Rock, CO 80104
(303) 708-9999

**ENDORSEMENT: Blanket Waiver of Subrogation**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date:December 1, 2024 Expires on: December 1, 2025
Pinnacol Assurance has issued this endorsement December 2, 2024

**EXHIBIT "E"**

## 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___. *(Must sign below whether you answer "yes" or "no".)*

(b) If you answered "yes" to (a) above, please answer the following question: Are you 1) an individual, 2) sole proprietor or partnership, or 3) a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No____.
If you answered "yes" please state which of the above listed entities (1, 2, or 3) best describes your business:_____.

(c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

| | |
|---|---|
| _____ | _____ |
| Name | Name |
| _____ | _____ |
| Address | Address |
| _____ | _____ |
| Social Security Number | Social Security Number |

(If more than two, please attach a supplemental list)

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.

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

Dated _____, 20_____.

_____
By:_____
Name:_____
Title:_____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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 1501 EAST EVANS FROM B-4, CENTRAL BUSINESS ZONE DISTRICT TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT

## SUMMARY:

The applicant is requesting to rezone .51-acres located at 1501 East Evans from B-4, Central Business Zone District to RCN, Residential Charter Neighborhood Zone District.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

Mr. Jaramillo is requesting to rezone 1501 East Evans from a B-4 to an RCN Zone District to facilitate the construction of single-family and duplex residences on the existing 25-foot-wide lots that were subdivided in 1899 as the Suburban Land and Investment Company Subdivision. The rezoning site consists of eight lots and four parcels. In 1905, a large single-family residence was located on Lot 53. Lot 54 and the six southern lots were undeveloped. In the 1950's a commercial structure was developed in the northeast corner of Lot 54 while the southern seven lots were undeveloped. These seven lots remain undeveloped to this day. The most recent use of the commercial structure was Capritta's Oasis bar. The application for rezoning states that the intent of the rezone is to adaptively reuse the existing commercial structure and develop affordable housing on the remaining seven lots located to the south. The tentative development site plan depicts the existing commercial structure on Lot 54, three duplex dwellings, and one single-family dwelling on Lots 53-47. The RCN Zone District has a minimum lot width of 25-feet and a minimum lot area of 2,500 sq. ft. for single-family residences. The minimum lot width for duplexes is 50-feet and 5,000 sq. ft. minimum lot area. The RCN Zone District allows for more dense mixed-use development, which is consistent with the property owner's intent to redevelop the site.

The rezoning site is located adjacent to East Evans Avenue, which is classified as a minor arterial roadway. According to the City of Pueblo Roadway Classification Design Standards and Policies, minor arterial roadways provide for high-capacity roadways, which connect neighborhoods, areas, and regional features with many points of access. Generally high density residential, mixed commercial and residential uses, or commercial uses are suitable adjacent to arterial roadways.

## FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

## BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their April 9, 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-25-03 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1501 EAST EVANS FROM B-4, CENTRAL BUSINESS 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 District:

Lots 47-54, Block 6, of the Suburban Land and Investment Company Subdivision

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

# LOTS 47–54, BLK 6, SUBURBAN LAND AND INVESTMENT COMPANY SUBDIVISION

## ZONING MAP AMENDMENT

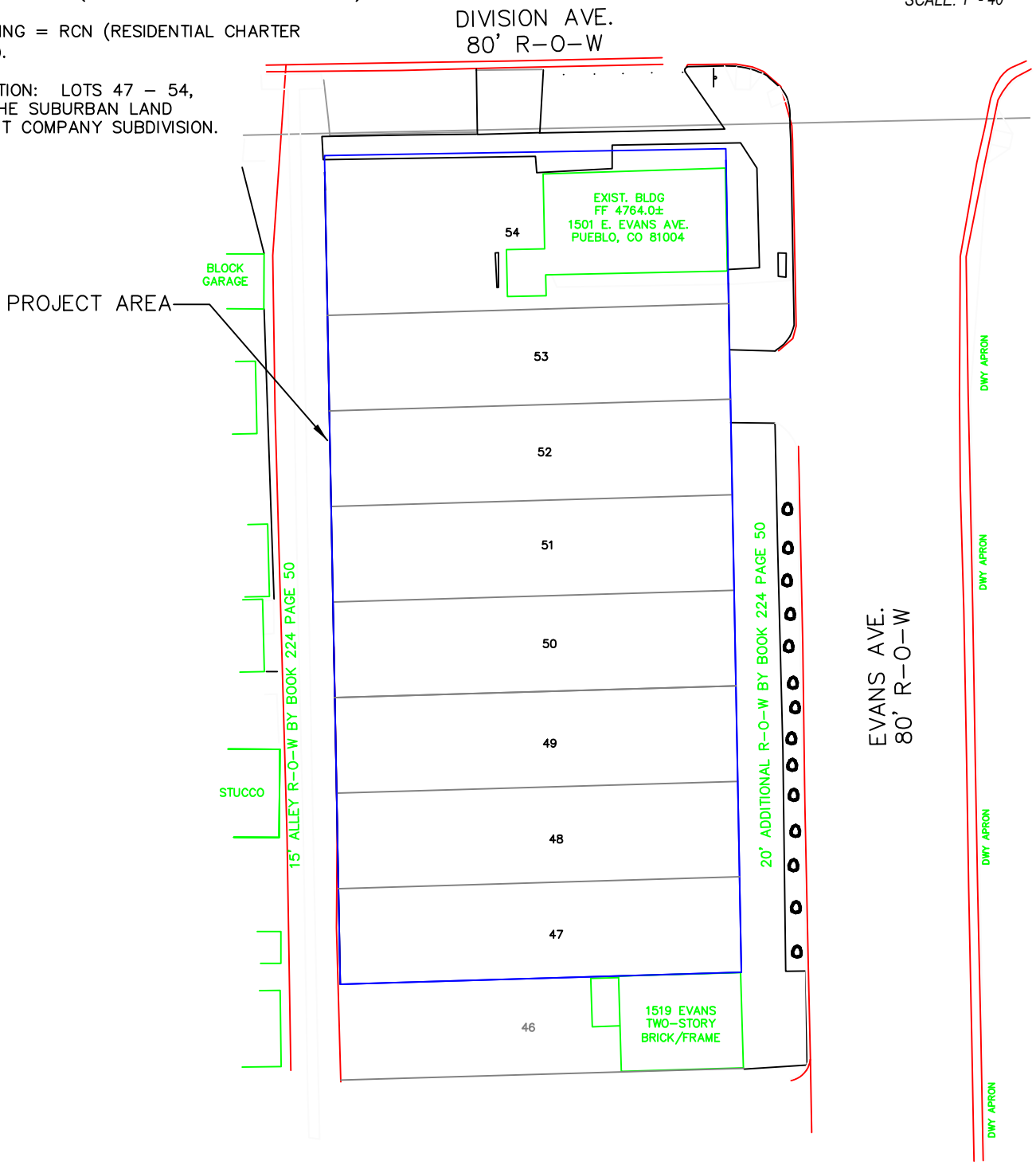
CURRENT ZONING = B4 (COMMUNITY BUSINESS DISTRICT).

PROPOSED ZONING = RCN (RESIDENTIAL CHARTER NEIGHBORHOOD).

LEGAL DESCRIPTION: LOTS 47 – 54, BLOCK 6, OF THE SUBURBAN LAND AND INVESTMENT COMPANY SUBDIVISION.

N

SCALE: 1" - 40'




| | | |
|---|---|---|
| OWNER: David Jaramillo<br>PROJECT DESCRIPTION: ZONING AMENDMENT<br>Lots 47 - 54 | ZONING MAP AMENDMENT<br>1501 E. Evans Ave.<br>Pueblo, CO 81004 | KING FISHER ENGINEERING, INC.<br>3095 Little Turkey Creek Road, Suite A<br>Colorado Springs, CO 80926<br>(719) 600-9840<br>DATE: 3-4-2025<br>REVISIONS:<br>JOB NO.: 1501-ZA<br>PAGE: 1 OF 1 |

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado
Wednesday April 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi, James Salazar.

**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, Cindy Capritta, Land Use Tech.

**Staff Members Absent**: None

**Approval of the Agenda:** Bailey motioned to approve the agenda as amended, continue CP-25-01, ODP-25-01 and Z-25-06 to the May 14th, 2025, meeting, seconded by Boston.

**Motion Passed:** 7-0

**Public Hearings:**

**5. Z-25-04 Rezone**: 1501 E. Evans, .58 acres from B-4, Central Business District, to RCN, Residential Charter Neighborhood Zone District. Staff report by Beritt Odom, Principal Planner

**Hearing**: Applicant Vincent Hall was sworn in and spoke in favor of the rezoning application. No one appeared in opposition.

**Commission Action:** Bailey moved to recommend the text amendment application to City Council seconded by Boston.

**Motion Passed:** 7-0.

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

# Z-25-03

| | |
|---|---|
| **TO:** | City of Pueblo, Planning and Zoning Commission |
| **FROM:** | Beritt Odom, Principal Planner |
| **THROUGH:** | Scott Hobson, Acting Director of Planning and Community Development |
| **DATE:** | April 9, 2025 |
| **SUBJECT:** | Rezone .51 acres from B-4, Central Business District, to RCN, Residential Charter Neighborhood Zone District |
| **APPLICANT:** | Vincent Hall, Sales Manager, Clayton Homes of Pueblo |
| **PROPERTY OWNER:** | David Jaramillo, DJ Property Management, LLC |
| **LOCATION:** | 1501 E. Evans |
| **RELATED CASES:** | None |

**REQUEST:**
The applicant is requesting to rezone .51 acres, from B-4, Central Business District, to RCN, Residential Charter Neighborhood Zone District.

## BACKGROUND AND ANALYSIS:

Mr. Jaramillo is requesting to rezone 1501 E. Evans from a B-4 to a RCN Zone District to facilitate the construction of single-family and duplex residences on the existing 25-foot-wide lots that were subdivided in 1899 as the Suburban Land and Investment Company Subdivision. The rezoning site consists of eight lots and four parcels. In 1905, a large single-family residence was located on Lot 53. Lot 54 and the six southern lots were undeveloped. In the 1950's a commercial structure was developed in the northeast corner of Lot 54 while the southern seven lots were undeveloped. These seven lots remain undeveloped to this day. The most recent use of the commercial structure was Capritta's Oasis bar.

The application for rezoning states that the intent of the rezone is to adaptively reuse the existing commercial structure and develop affordable housing on the remaining seven lots located to the south. The tentative development site plan depicts the existing commercial structure on Lot 54, three duplex dwellings, and one single-family dwelling on Lots 53-47. The RCN Zone District has a minimum lot width of 25-feet and a minimum lot area of 2,500 sq. ft. for single-family residences. The minimum lot width for duplexes is 50-feet and 5,000 sq. ft. minimum lot area. The RCN Zone District allows for more dense mixed-use development, which is consistent with the property owner's intent to redevelop the site.

The rezoning site is located adjacent to E. Evans Ave., which is a minor arterial. According to the City of Pueblo Roadway Classification Design Standards and Policies, minor arterial roadways provide for high-capacity roadways, which connect neighborhoods, areas, and regional features with many points of access.

Generally high density residential, mixed commercial and residential uses, or commercial uses are suitable adjacent to arterial roadways.

## LAND USE AND PLANNING COMMENTS
## CHARACTER AND COMPATIBILITY

**Site Character:** The rezoning site is currently developed with a 1950's commercial structure in the northeastern portion of the site. The remaining portion of the site is undeveloped.

**Neighborhood Compatibility:**

| | |
|---|---|
| North | B-4, Central Business District, El Nopal Restaurant |
| East | B-4, Central Business District, car wash |
| South | B-4, Central Business District, vacant commercial structure and Pasta Cottage, take out restaurant |
| West | R-3-, One- and Two-Family District, single-family residences |

**COMPREHENSIVE PLAN:** The site is designated by the Pueblo Regional Comprehensive Plan as a Neighborhood Mixed-Use District.

According to the Comprehensive Plan, the Neighborhood Mixed Use future land use designation allows for retail, restaurant, office, commercial services, and other professional services. Supporting land uses include multi-family dwellings, community facilities, and other neighborhood-serving uses. Preferred residential density is less than 16 units per acre. The tentative site plan shows seven to nine possible dwelling units within a half-acre area, which lands at the upper end of the allowed density scale. The proposed duplex and single-family residential development will provide higher density housing options within the southern portion of the city. The proposed development is also consistent with the historic residential development within the Bessemer Neighborhood.

## 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 **Not applicable**

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 **According to the applicant, "This area of Bessemer is suffering from numerous broken window commercial and vacant properties. Adaptive reuse is the highest and best use of property."**

| |
|---|
| 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 **No new development is proposed at this time.**

| |
|---|
| A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation. |

❑ Comments **No new development is proposed at this time.**

| |
|---|
| A statement of the proposed time schedule for beginning and completion of development. |

❑ Comments **No new development is proposed at this time**

| |
|---|
| A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested. |

❑ Comments **No new development is proposed at this time.**

## RECOMMENDED ACTION:

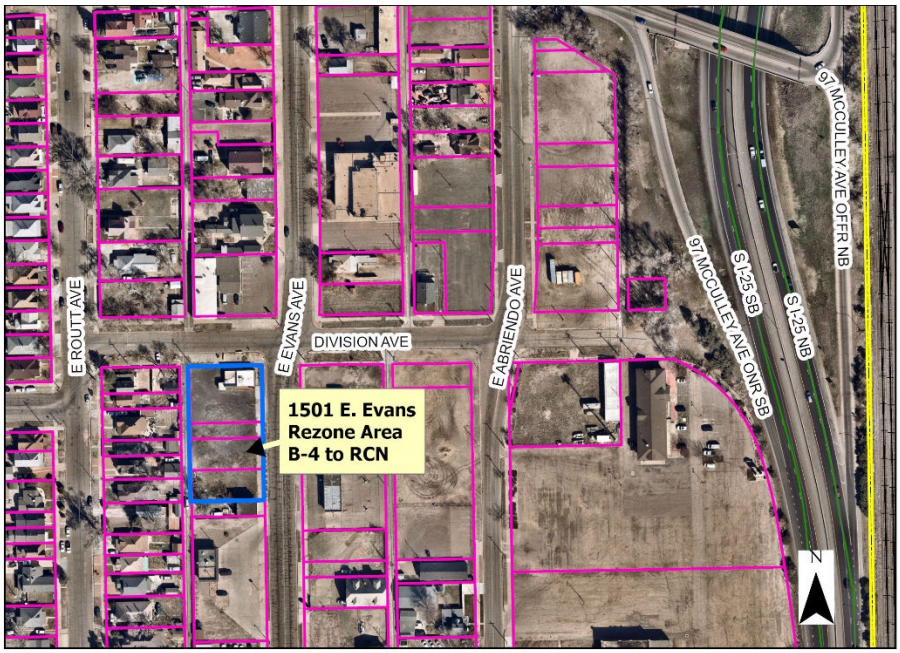
If the Planning and Zoning Commission makes the necessary findings, a recommendation to City Council for approval of the rezone request is appropriate.

## REFERRAL AGENCIES AND COMMENTS:

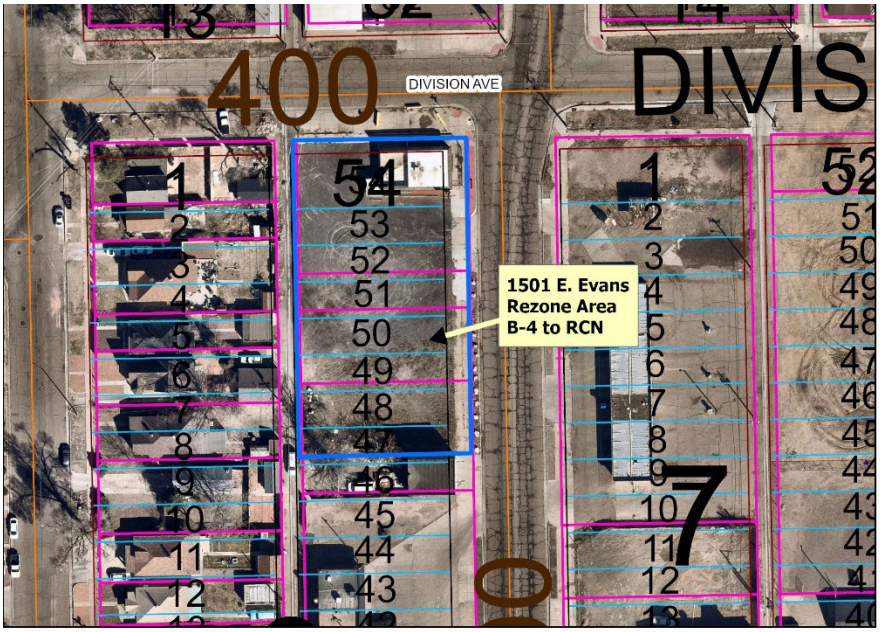
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

## ATTACHMENTS:

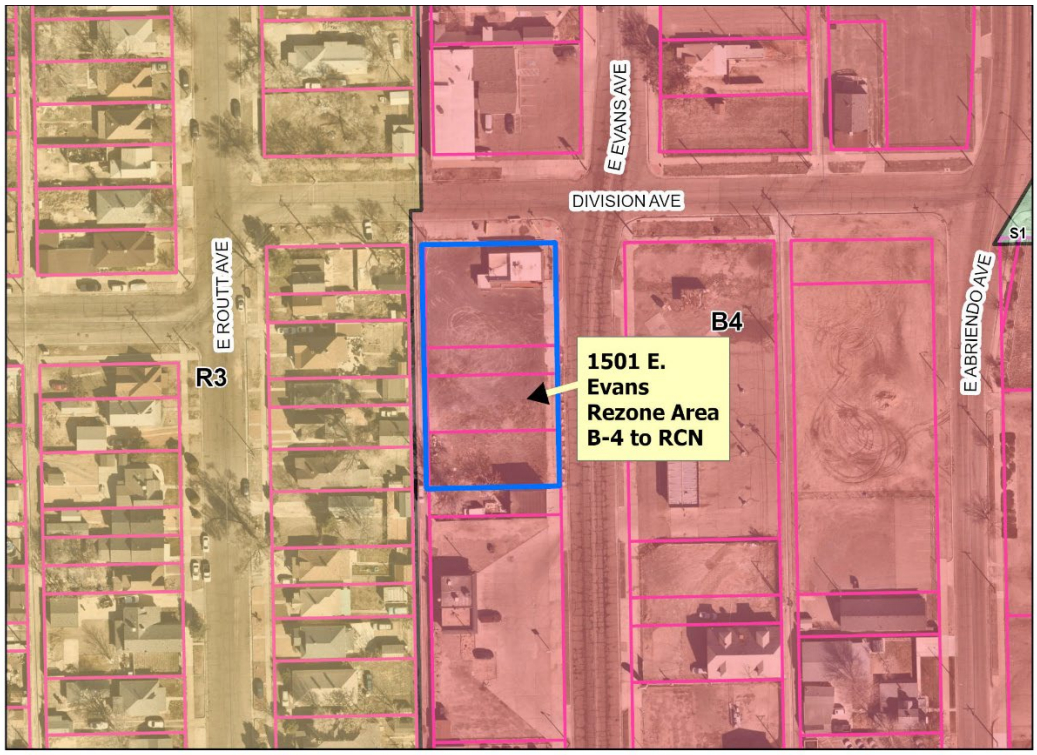
**A. Aerial Photograph**
**B. Aerial Photograph with Lots Shown**
**C. Zoning Map**
**D. Comprehensive Plan Map**
**E. Site Photographs**
**F. Zoning Exhibit**
**G. Application**



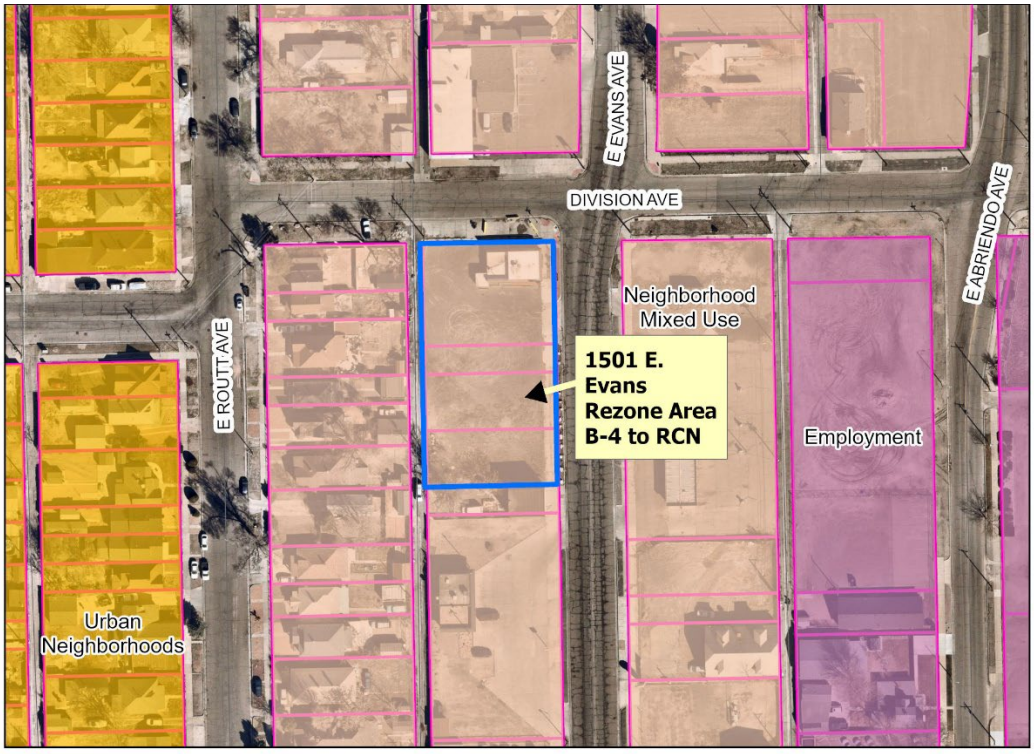

A. Aerial Photograph




B. Aerial Photograph with Lots Shown




C. Zoning Map

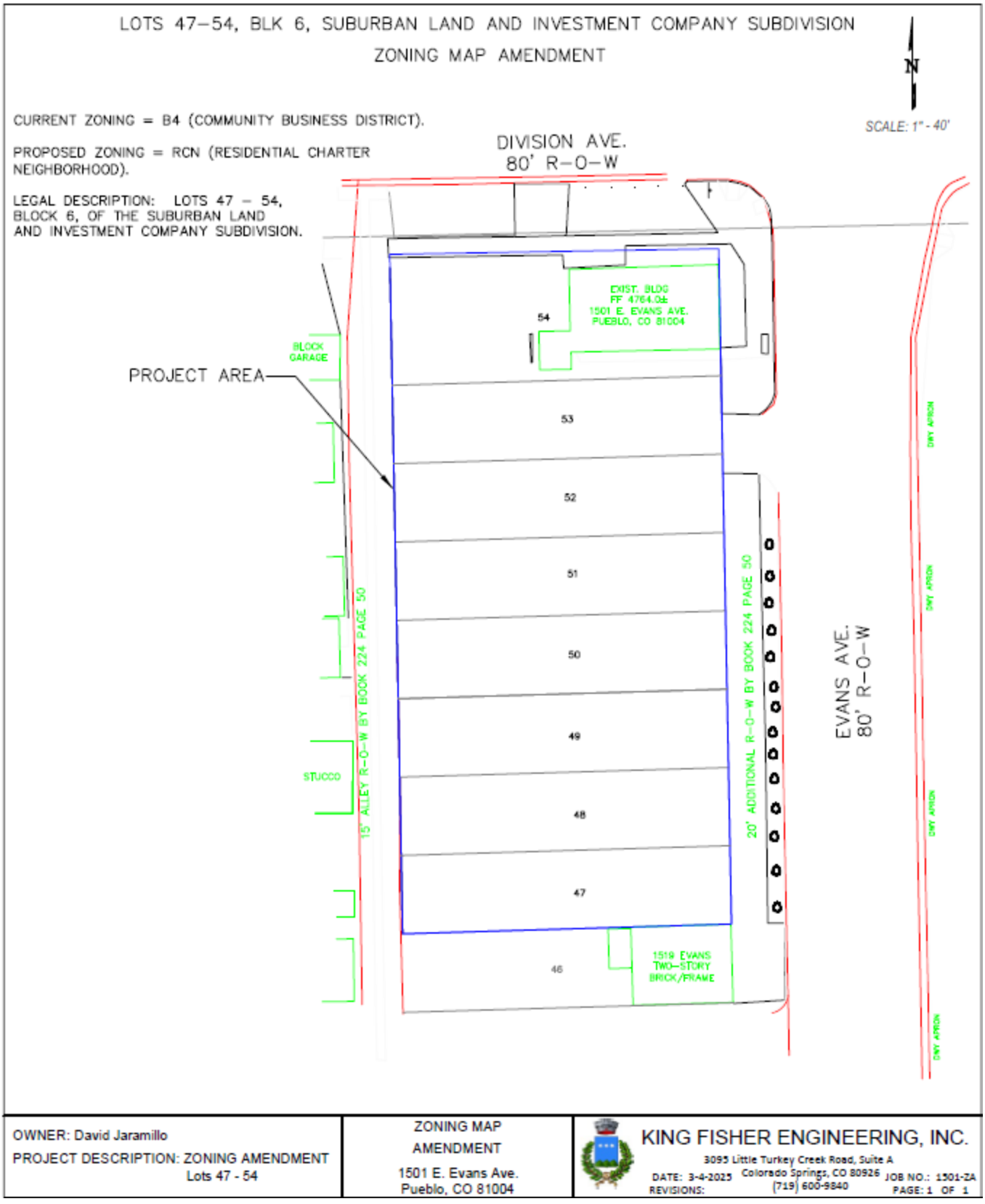



D. Comprehensive Plan Map

D. Public Notice

D. 1501 E. Evans looking north from E. Evans

E. 1501 E. Evans looking south from E. Evans




E. Zoning Exhibit

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

# Planning & Zoning Map Amendment Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

| **Property Owner** | |
|---|---|
| Name: David Jaramillo acting agent DJ Property Management LLC | |
| Company: DJ Property management LLC, Upland apt. | |
| Address: 2609 King blvd City Pueblo | Zip: 81008 |
| Phone: (719) 289-6306 | Email: Davewcom@yahoo.com |
| **Applicant** | |
| Name: | |
| Company: | |
| Address: | Zip: |
| Phone: ( ) | Email: |
| **Person of Firm Representing Owner or Applicant** | |
| Name: Vincent Hall, Sales Manager | |
| Company: Claxton Homes of Pueblo | |
| Address: 3912 N. Freeway, Pueblo CO | Zip: 81008 |
| Phone: (719) 545-4266 x1 | Email: Vincent.Hall@claxtonhomes.com |
| *The applicant will be the primary contact unless otherwise noted.* | |
| **Project Location:** (address or general description) 1501 E. Evans Ave, Pueblo CO 81004 | |
| (Full legal Attached) Legal Description: Lots 47-54 in block 6 in Suburban Land Investment Company Sub | |
| Subdivision: Suburban Land and Investment Company Acreage: 0.5122 | |
| **Existing Zone District:** B-4 | **Proposed Zone District:** RCN |

**Purpose of this Application:**

- ☑ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☑ Other (specify): To create more functional and cohesive development of site vs implied B-4 requirements and better conform to Residential applications vs mixed use.

(Continue Next Page)

(Continued from previous page)

**Statement of Facts:**
Justifying the zone change request. Be specific; use additional sheets if necessary.

This area of Bessemer is suffering from numerous broken window Commercial and vacant properties. Adaptive reuse is the highest and best use of property.

Description of area surrounding proposed development: Mixed use area, backs to residential and in proximity to some commercial business. Block is excellent candidate for targeted revitalization area and adaptive reuse.

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.

Minimal traffic and modest ground disturbance required due to larger parking lot area adjacent and reasonable space for unit + equipment staging.

☑ A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project: TBD 2025

Estimated date for completion of project: TBD 2025 - 2026 Depending on start.

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

Second infill developer with numerous private + portfolio builds in single and duplex applications.

☑ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. **(if applicable)**

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.

| Property Owner | | |
|---|---|---|
| Print Name: | David Jaramillo | |
| Signature: | | Date: 1-16-25 |
| **Applicant, if different from Property Owner** | | |
| Print Name: | Vincent Hall | |
| Signature: | | Date: 01-16-25 |

**Office Use Only**

| Zoning Compliance (Completed by City Staff) | | |
|---|---|---|
| Application received by: | Date: | |
| Application checked for completeness by: | Date: | |
| Case Manager: | Fee Paid: | |
| Hearing date: | ☐ Approved ☐ Denied ☐ Approved w/conditions | |

March 25, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from David Jaramillo, DJ Property Management, LLC for the recommendation of the following application, generally located 1501 E. Evans Ave.

**Z-25-03:** Rezone 1501 E. Evans, .58 acres from B-4, Central Business District, to RCN, Residential Charter Neighborhood Zone District.

The Planning and Zoning Commission meeting will be held on April 9, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend the meeting to express your viewpoint regarding this application. **To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing.** Please contact the planner listed below if you have questions.

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

March 25, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from David Jaramillo, DJ Property Management, LLC for the recommendation of the following application, generally located 1501 E. Evans Ave.

**Z-25-03:** Rezone 1501 E. Evans, .58 acres from B-4, Central Business District, to RCN, Residential Charter Neighborhood Zone District.

The Planning and Zoning Commission meeting will be held on April 9, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend the meeting to express your viewpoint regarding this application. **To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing.** Please contact the planner listed below if you have questions.

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

March 25, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from David Jaramillo, DJ Property Management, LLC for the recommendation of the following application, generally located 1501 E. Evans Ave.

**Z-25-03:** Rezone 1501 E. Evans, .58 acres from B-4, Central Business District, to RCN, Residential Charter Neighborhood Zone District.

The Planning and Zoning Commission meeting will be held on April 9, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend the meeting to express your viewpoint regarding this application. **To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing.** Please contact the planner listed below if you have questions.

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

March 25, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from David Jaramillo, DJ Property Management, LLC for the recommendation of the following application, generally located 1501 E. Evans Ave.

**Z-25-03:** Rezone 1501 E. Evans, .58 acres from B-4, Central Business District, to RCN, Residential Charter Neighborhood Zone District.

The Planning and Zoning Commission meeting will be held on April 9, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend the meeting to express your viewpoint regarding this application. **To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing.** Please contact the planner listed below if you have questions.

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

CASE NUMBER: Z-25-03

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 1501 E. Evans to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

March 25, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

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 1501 E. Evans. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

March 25, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

| Owner | OwnerStree | OwnerCit | Own | OwnerZip |
|---|---|---|---|---|
| ACEVEDO JACOBO JACOBO | 3248 WAVERLY LN | COLORAD | CO | 80922-1289 |
| ACEVEDO YESENIA CELESTE/ACEVEDO SOL | 1519 E ROUTT AVE | PUEBLO | CO | 81004-3422 |
| ALFONSO-RAMIREZ LYNNEA | 1508 E ROUTT AVE | PUEBLO | CO | 81004 |
| BACA JEREMY/BACA BRENDARAE R | 4051 PEAK VIEW DR | PUEBLO | CO | 81008-1715 |
| BACHICHA LISA M | 1418 E ROUTT AVE | PUEBLO | CO | 81004-3421 |
| BALLAGE BEVERLY A | 1523 E ROUTT AVE | PUEBLO | CO | 81004-3422 |
| BROWN FAMILY INVESTMENTS LLC | 915 PIONEER LN | COLORAD | CO | 80904-1748 |
| CARDENAS JAMES L / CARDENAS JEANETT | 1134 BELMONT AVE | PUEBLO | CO | 81004-2612 |
| CONMOR LLC + END IRA INC FBO RICHARD DIVELBISS IRA | PO BOX 2418 | PUEBLO | CO | 81004-0418 |
| D J PROPERTY MANAGEMENT LLC | 2009 KINGBIRD CT | PUEBLO | CO | 81008-2172 |
| DANDI LLC | 3938 PRONGHORN LN | PUEBLO | CO | 81005-4002 |
| ENGLISH ENTERPRISE LLC | 162 CRYSTAL VALLEY RD | MANITOU | CO | 80829-2668 |
| EVANS CAR WASH LLC | 4643 S ULSTER ST STE 129 | DENVER | CO | 80237-4333 |
| F TAN AND J LAM COMPANY LP | 1036 CORSICA DR | PACIFIC P | CA | 90272-4012 |
| GARCIA RUBEN | 4045 36TH LN | AVONDAL | CO | 81022-9785 |
| GONZALEZ SYLVIA/LUCERO SUSAN | 1520 E ROUTT AVE | PUEBLO | CO | 81004-3423 |
| HERNANDEZ JUAREZ SUJEY / BLEVINS AM | 18165 PRAIRIE COACH VW | CALHAN | CO | 80808-7929 |
| HUGHES REBA L | 1513 E ROUTT AVE | PUEBLO | CO | 81004-3422 |
| HUIZAR ERIKA / HUIZAR JARA CECILIO | 1429 E ROUTT AVE | PUEBLO | CO | 81004-3420 |
| JARAMILLO DAVID | 2009 KINGBIRD CT | PUEBLO | CO | 81008-2172 |
| KACH1 FAMILY LLC | 11130 BONDSHIRE DR | RENO | NV | 89511-6232 |
| KASSAB MICHAEL FADI | 1247 CHATHAM HEIGHTS | MARTINS | VA | 24112-2132 |
| LOBATO STEVEN T | 1509 E ROUTT AVE | PUEBLO | CO | 81004-3422 |
| LOONEY RONALD B JR/LOONEY DANELLE J | 1228 W CARRIZO SPRING | PUEBLO V | CO | 81007-2242 |
| MAES SEFERINA | 1233 W SHENANDOAH DR | PUEBLO V | CO | 81007-2054 |
| MALDONADO EMILIO | 449 W VENTURA DR | PUEBLO V | CO | 81007-2617 |
| MALDONANDO SAMANTHA / MALDONADO DA | 1528 E ROUTT AVE | PUEBLO | CO | 81004-3423 |
| MARQUEZ MIGUEL ANGEL SERGURA | 7534 COUNTY ROAD 10 | FORT LUP | CO | 80621-8114 |
| MARTINEZ JACKIE | 3225 NORTHRIDGE DR | PUEBLO | CO | 81008-1509 |
| MEDINA HERLINDA | 1001 PLACITA AVE | PUEBLO | CO | 81006-1215 |
| MENDOZA LOUISE LIFE EST/THOMSPON GR | PO BOX 499 | LA JUNTA | CO | 81050-0499 |
| MINNEQUA WORKS FED CR UNION | 1549 E ABRIENDO AVE | PUEBLO | CO | 81004-3403 |
| MORENO SHAWN R JR + ARMIJO ALYSSA L , MORENO ANTONIO R | 1518 E ROUTT AVE | PUEBLO | CO | 81004-3423 |
| PURDY RICHARD M | PO BOX 229 | ROCKVALI | CO | 81244-0229 |
| QUINTANA KAREN | 1431 E ROUTT AVE | PUEBLO | CO | 81004-3420 |
| RIVERA ELADIO RUBIO/RIVERA DOROTHY | 1435 E ROUTT AVE | PUEBLO | CO | 81004-3420 |
| ROMERO JESSE | 1710 E 2ND ST | PUEBLO | CO | 81001-4127 |
| SOLORANO THOMAS M/DELAROSA CARMEN | 429 GIST DR | PORT NECHES | TX | 77651-5007 |
| SOUTHERN CO SFR LLC | 3472 RESEARCH PKWY STI | COLORAD | CO | 80920-1066 |
| TOPPING CURTIS JAMES | 6 PRINCE VALLEY CT | PUEBLO | CO | 81005-2140 |
| TRUJILLO MICHAEL GERALD | 1533 E ABRIENDO AVE | PUEBLO | CO | 81004-3403 |
| TRUJILLO VINCENT VALENTINO/TRUJILLO | 1501 E ROUTT AVE | PUEBLO | CO | 81004-3422 |

| | | | | |
|---|---|---|---|---|
| UNITED STEELWORKERS OF AMERICA | 1414 E EVANS AVE | PUEBLO | CO | 81004-3415 |
| URBINA GLORIA | 4854 MORRISON RD | DENVER | CO | 80219 |
| V P REAL ESTATAE ENTERPRISES + LLC , | 2656 LANE 37 1/2 | GREYBULL | WY | 82426-9521 |
| WALLERSTEDT BRENDA | 31 CORNELL CIR | PUEBLO | CO | 81005-1913 |
| WALRATH EDMUND J / GRAHAM CYNTHIA R | PO BOX 19519 | COLORADO CITY | CO | 81019-0519 |
| WATSON KELLY L | 1720 MAPLEWOOD DR | PUEBLO | CO | 81005-2249 |
| ZAPATA NATHAN D | 1530 E ROUTT AVE | PUEBLO | CO | 81004-3423 |

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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 CHANGING THE STREET NAME OF CASTOR DRIVE TO MERLIN DRIVE

## SUMMARY:

The City is requesting to change the name of Castor Drive to Merlin Drive.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The City is requesting this Street Name Change, as well as case SNC-25-02, in the North Vista Highlands PUD area to correct platted street names that are no longer appropriate before any residential development occurs and properties are addressed on these streets. The proposed Merlin Drive was initially planned to intersect with the existing Castor Drive, a residential street that runs north and south through the University Park Filing 18 Subdivision. Now, since the existing and platted roads will not connect, the street name must be changed so that there are not two distinct, unrelated roads in the city with the same name. The proposed Merlin Drive extends east from Cedarweed Boulevard (proposed Blackhawk Dr) to El Principio Drive. No properties are currently addressed on this street, so staff anticipates no issues with the proposal.

## FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

## BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their April 9th, 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 current street name would remain.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. SNC-25-01 Attachments

ORDINANCE NO.

AN ORDINANCE CHANGING THE STREET NAME OF CASTOR DRIVE TO MERLIN DRIVE

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

SECTION 1.

The street known as Castor Drive is hereby changed to Merlin Drive.

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

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

# *MINUTES OF REGULAR MEETING*

City of Pueblo, Colorado
Wednesday April 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi, James Salazar.

**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, Cindy Capritta, Land Use Tech.

**Staff Members Absent**: None

**Approval of the Agenda:** Bailey motioned to approve the agenda as amended, continue CP-25-01, ODP-25-01 and Z-25-06 to the May 14th, 2025, meeting, seconded by Boston.

**Motion Passed:** 7-0

**Public Hearings:**

**1. SNC-25-01 Street Name Change, Castor Dr. to Merlin Dr.** Generally located between Cedarweed Blvd and El Principio Dr in the North Vista Highlands Fil. 5 Subdivision. Staff Report by Mikaylin Hackley, Planner

**Hearing**: Applicant City of Pueblo, swearing in not applicable. No one appeared in opposition.

**Commission Action:** Bailey moved to recommend the Street Name Change application to City Council seconded by Spinuzzi.

**Motion Passed:** 7-0

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

# SNC-25-01

| | |
|---|---|
| **TO:** | City of Pueblo, Planning and Zoning Commission |
| **FROM:** | Mikaylin Hackley, Planner |
| **THROUGH:** | Scott Hobson, Acting Director of Planning and Community Development |
| **DATE:** | April 9, 2025 |
| **SUBJECT:** | Street Name Change, Castor Dr. to Merlin Dr. |
| **APPLICANT:** | City of Pueblo |
| **PROPERTY OWNER:** | City of Pueblo |
| **LOCATION:** | Generally located between Cedarweed Blvd and El Principio Dr in the North Vista Highlands Fil. 5 Subdivision |
| **EXISTING ZONE:** | Not Applicable |
| **CONCURRENT CASES:** | SNC-25-02 |

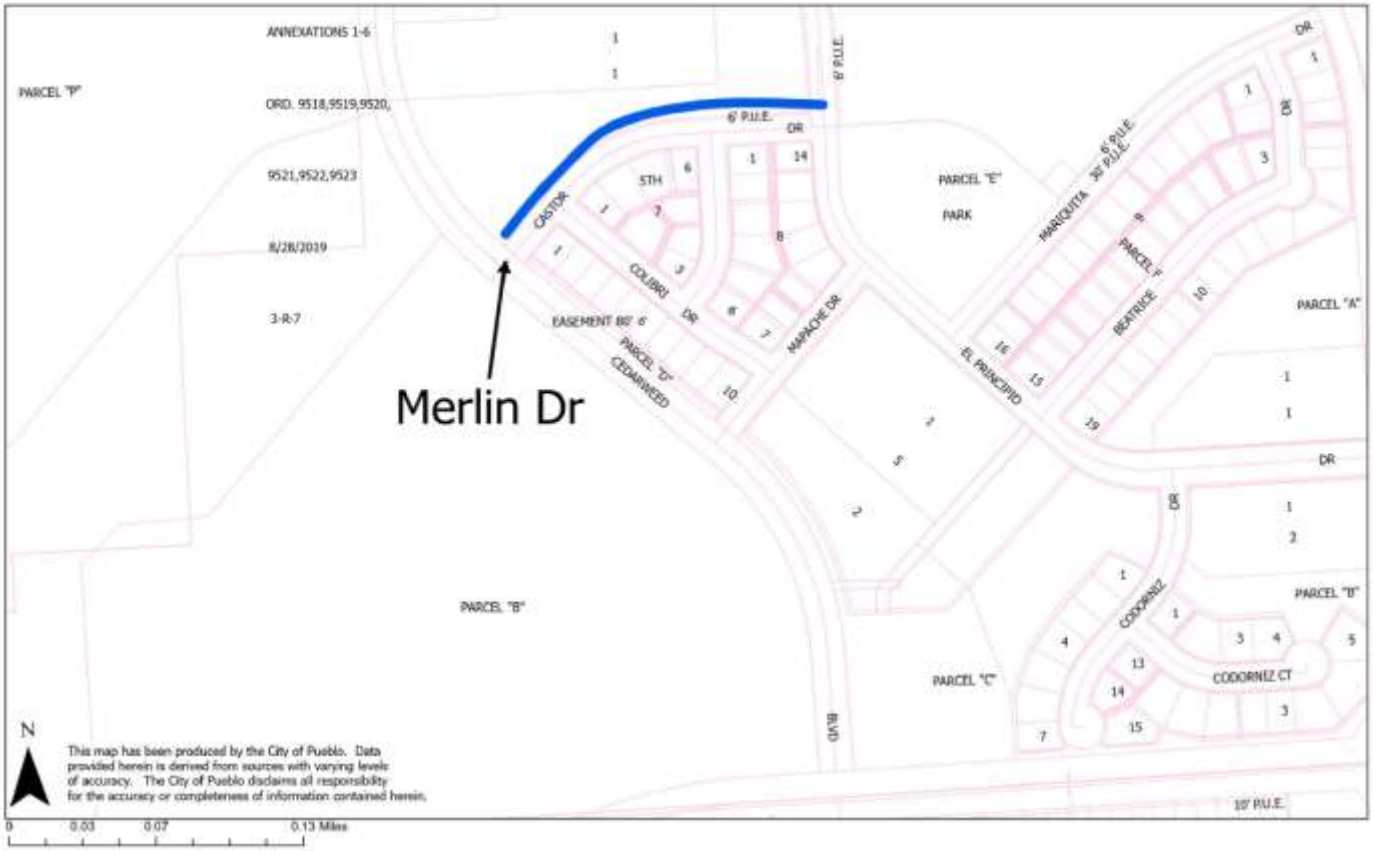
**Applicable Regulations:**
Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

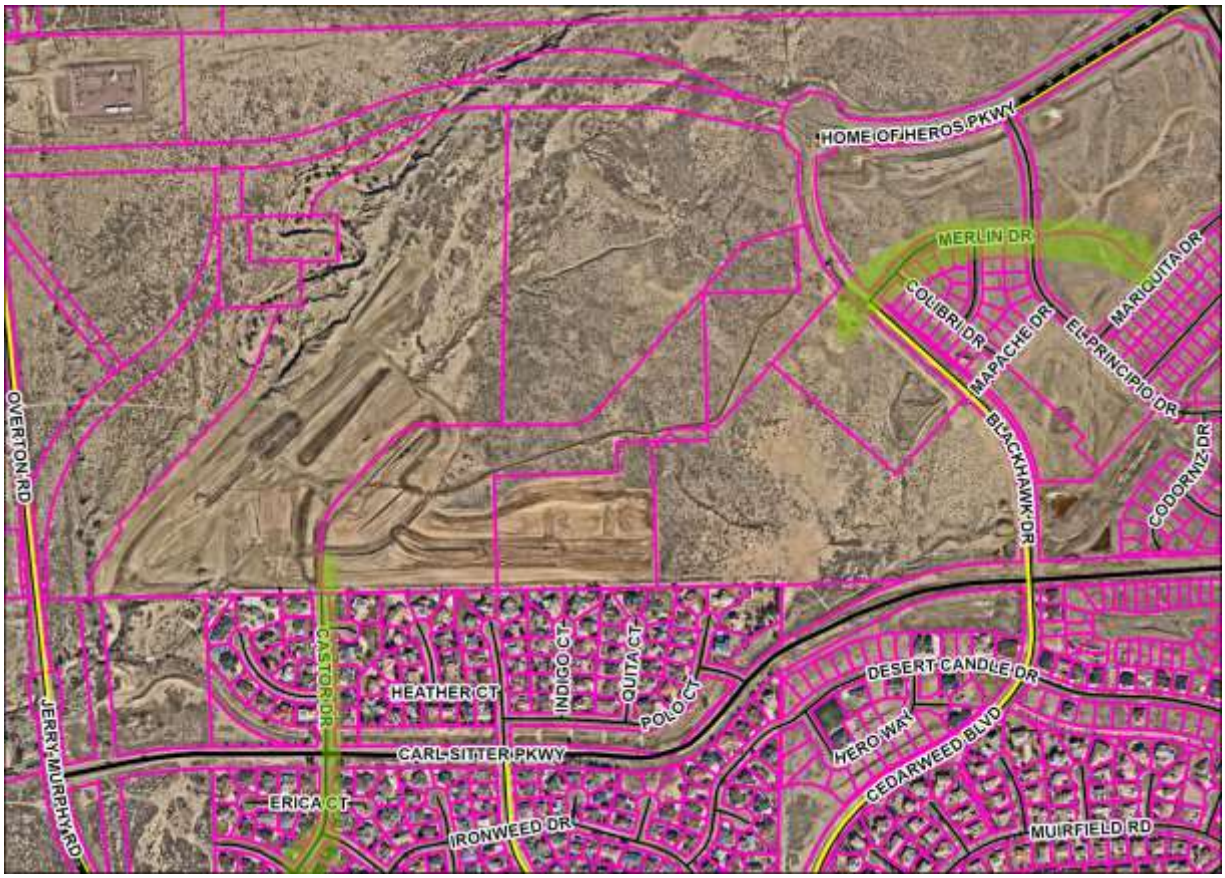
**Request and Staff Findings:**
The city is requesting this Street Name Change, as well as case SNC-25-02, in the North Vista Highlands PUD area to correct platted street names that are no longer appropriate before any residential development occurs and properties are addressed off of these streets. The proposed Merlin Dr. was initially planned to intersect with the existing Castor Dr, a residential street that runs north and south through the University Park Fil. 18 Subdivision. Now, since the existing and platted roads will not connect, the street name must be changed so that there are not two distinct, unrelated roads in the city with the same name.

The proposed Merlin Dr. extends east from Cedarweed Blvd (proposed Blackhawk Dr) to El Principio Dr. No properties are currently addressed on this street, so staff anticipates no issues with the proposal.

**Recommended Action:**
If the Planning and Zoning Commission finds the proposed Street Name Change is appropriate, a recommendation to change the street name should be forwarded to City Council.

**SNC Map Exhibit:**



city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

# Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

**Contact Info**

| **Property Owner** | | **Applicant** | |
|---|---|---|---|
| Name: | | Name: Andrew Hayes | |
| Company | | Company: City of Pueblo | |
| Address: N/A | Zip: | Address: 211 E D St, Pueblo | Zip: 81003 |
| Phone: ( ) | | Phone: (719) 553 2267 | |
| Email: | | Email: ahayes@pueblo.us | |
| **Engineer** | | **Surveyor** | |
| Name: | | Name: | |
| Company: | | Company: | |
| Address: N/A | Zip: | Address: N/A | Zip: |
| Phone: ( ) | | Phone: ( ) | |
| Email: | | Email: | |

*The applicant will be the primary contact unless otherwise noted.*

**Property Info**

**Project Location:** (address or general description) Castor Dr between Cedarweed Blvd and El Principio Dr

Parcel No(s): N/A

Existing Zone: N/A | Proposed Zone (if applicable): N/A

PUD Name (if applicable): N/A

**Project Scope**

**Project Name:**

- ☐ 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: Caster Dr Proposed Name: Merlin Dr
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

**Project Information**

Provide a brief description of the proposed request:
Street name change of Castor Dr between Cedarweed Blvd and El Principio Dr to Merlin Dr

What is the total acreage included in the project? N/A

What is the proposed use of the property?

❑ Commercial ❑ Multi-family ❑ Residential ❑ Industrial ❑ Other

Are there any other pending or recently approved Land Use applications regarding this property? ❑ Yes ❑ No

If yes, please list:

**Attachments**

**Attachment Checklist**

The following list of attachments are required to accompany all applications:

- ❑ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ❑ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ❑ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

**Terms**

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

**Signatures**

Property Owner

| | | |
|---|---|---|
| Print Name: | Andrew Hayes, Dir. of Public Works | |
| Signature: | [signature] | Date: 1/30/25 |

Applicant, if different from Property Owner

| | | |
|---|---|---|
| Print Name: | Andrew Hayes, Dir. of Public Works | |
| Signature: | [signature] | Date: 1/30/25 |

**Office Use Only**

**Zoning Compliance (Completed by City Staff)**

| Application checked for completeness by: | Date: | Fee Paid: |
|---|---|---|
| | | |

5/2020

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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 CHANGING THE STREET NAME OF CEDARWEED BOULEVARD TO BLACKHAWK DRIVE

## SUMMARY:

The City is requesting to change the name of Cedarweed Boulevard to Blackhawk Drive.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The City is requesting this Street Name Change, as well as case SNC-25-01, in the North Vista Highlands PUD area to correct platted street names that are no longer appropriate before any residential development occurs and properties are addressed on these streets. Staff has concerns with future addressing on the subject street because addressing on the existing Cederweed Boulevard increases from north to south, which is inconsistent with the nearby neighborhood, where address numbers increase from south to north. Though the City typically would not change the name of a portion of a continuous street, GIS and Public Works staff believe that changing the street name at the Carl Sitter Parkway intersection, thus correcting this addressing issue, is the best option to minimize confusion. The proposed Blackhawk Drive extends south from Home of Heroes Parkway between the North Vista Highlands Filing 5 and Filing 1 areas and would change to Cedarweed Boulevard at the intersection of Carl Sitter Parkway. No properties are currently addressed on this portion of the street, so staff anticipates no issues with the proposal.

## FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

## BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their April 9th, 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 current street name would remain.

## RECOMMENDATION:

Approval of the Ordinance.

## ATTACHMENTS:

1. SNC-25-02 Attachments

ORDINANCE NO.

AN ORDINANCE CHANGING THE STREET NAME OF CEDARWEED BOULEVARD TO BLACKHAWK DRIVE

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

SECTION 1.

The street known as Cedarweed Boulevard is hereby changed to Blackhawk Drive.

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

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado
Wednesday April 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi, James Salazar.

**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, Cindy Capritta, Land Use Tech.

**Staff Members Absent**: None

**Approval of the Agenda:** Bailey motioned to approve the agenda as amended, continue CP-25-01, ODP-25-01 and Z-25-06 to the May 14th, 2025, meeting, seconded by Boston.

**Motion Passed:** 7-0

**Public Hearings:**

**2. SNC-25-02 Street Name Change, a portion of Cedarweed Blvd to Blackhawk Dr.** Generally located between Carl Sitter Pkwy and Home of Heroes Pkwy in the North Vista Highlands Fil. 5 Subdivision. Staff Report by Mikaylin Hackley, Planner.

**Hearing**: Applicant City of Pueblo, swearing in not applicable. No one appeared in opposition.

**Commission Action:** Bailey moved to recommend the Street Name Change application to City Council seconded by Avalos.

**Motion Passed:** 7-0.

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

# SNC-25-02

| | |
|---|---|
| **TO:** | City of Pueblo, Planning and Zoning Commission |
| **FROM:** | Mikaylin Hackley, Planner |
| **THROUGH:** | Scott Hobson, Acting Director of Planning and Community Development |
| **DATE:** | April 9, 2025 |
| **SUBJECT:** | Street Name Change, a portion of Cedarweed Blvd to Blackhawk Dr. |
| **APPLICANT:** | City of Pueblo |
| **PROPERTY OWNER:** | City of Pueblo |
| **LOCATION:** | Generally located between Carl Sitter Pkwy and Home of Heroes Pkwy in the North Vista Highlands Fil. 5 Subdivision. |
| **EXISTING ZONE:** | Not Applicable |
| **CONCURRENT CASES:** | SNC-25-01 |

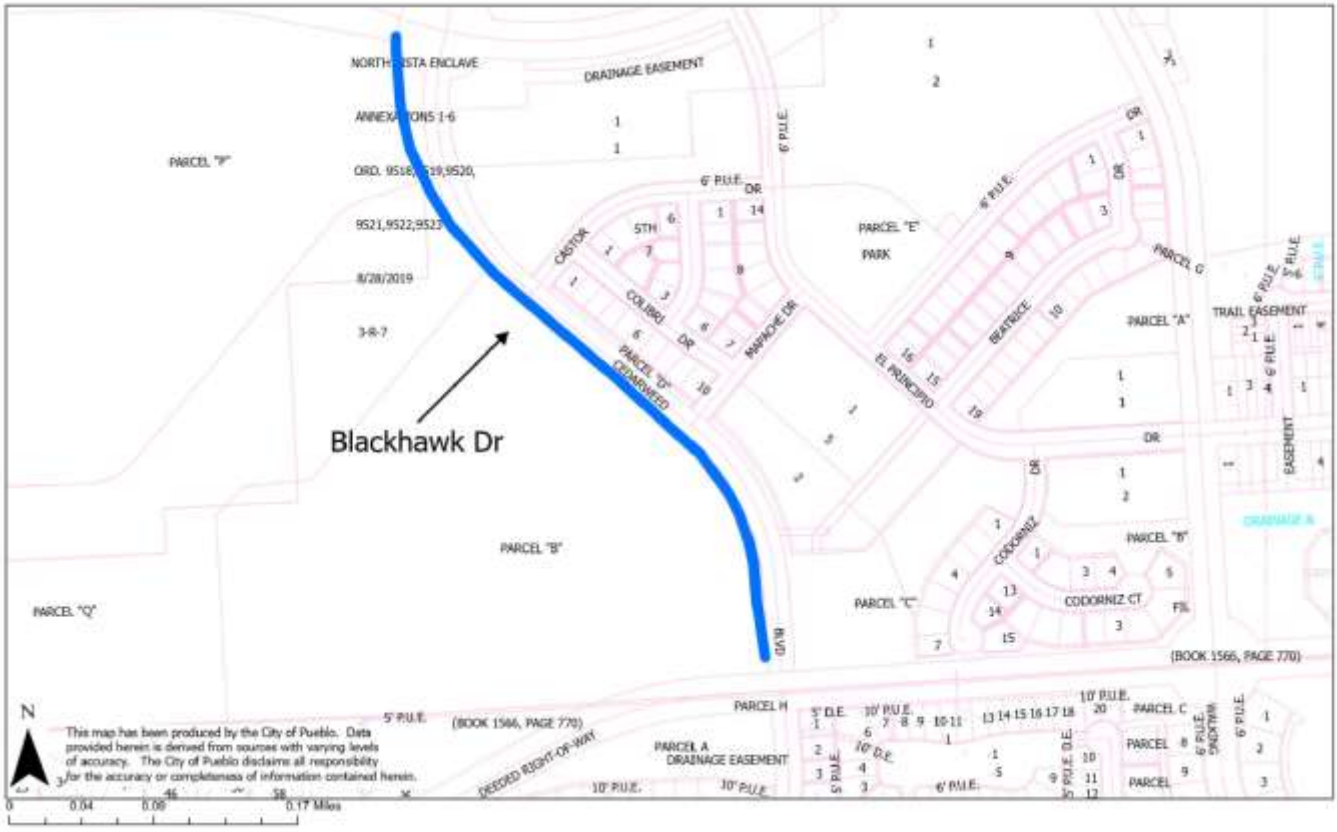
**Applicable Regulations:**
Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

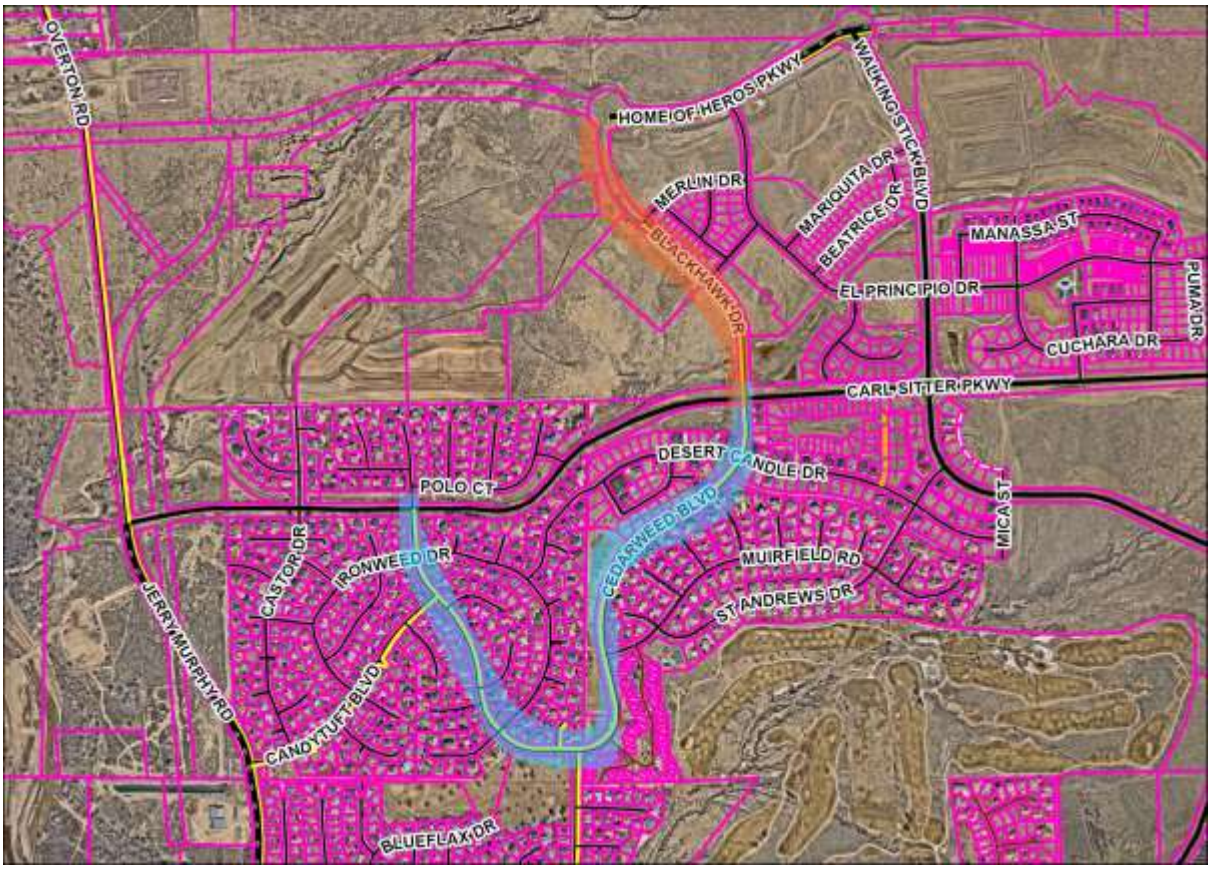
**Request and Staff Findings:**
The city is requesting this Street Name Change, as well as case SNC-25-01, in the North Vista Highlands PUD area to correct platted street names that are no longer appropriate before any residential development occurs and properties are addressed off of these streets. Staff has concerns with future addressing on the subject street (see attached memo) because addressing on the existing Cederweed Blvd increases from north to south, which is inconsistent with the nearby neighborhood, where address numbers increase from south to north. Though the City typically would not change the name of a portion of a continuous street, GIS and Public Works staff believe that changing the street name at the Carl Sitter Pkwy intersection, thus correcting this addressing issue, is the best option to minimize confusion.

The proposed Blackhawk Dr. extends south from Home of Heroes Pkwy between the North Vista Highlands Filing 5 and Filing 1 areas and would change to Cedarweed Blvd at the intersection of Carl Sitter Pkwy. No properties are currently addressed on this portion of the street, so staff anticipates no issues with the proposal.

**Recommended Action:**
If the Planning and Zoning Commission finds the proposed Street Name Change is appropriate, a recommendation to change the street name should be forwarded to City Council.

**SNC Map Exhibit:**



city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

# Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

**Contact Info**

| **Property Owner** | | **Applicant** | |
|---|---|---|---|
| Name: | | Name: Andrew Hayes | |
| Company: N/A | | Company: City of Pueblo | |
| Address: | Zip: | Address: 211 E D St, Pueblo | Zip: 81003 |
| Phone: ( ) | | Phone: (719) 553 2267 | |
| Email: | | Email: ahayes@pueblo.us | |
| **Engineer** | | **Surveyor** | |
| Name: | | Name: | |
| Company: N/A | | Company: N/A | |
| Address: | Zip: | Address: | Zip: |
| Phone: ( ) | | Phone: ( ) | |
| Email: | | Email: | |

*The applicant will be the primary contact unless otherwise noted.*

**Property Info**

**Project Location:** (address or general description) Cedarweed Blvd north of Carl Sitter Pkwy

Parcel No(s): N/A

Existing Zone: N/A | Proposed Zone (if applicable): N/A

PUD Name (if applicable): N/A

**Project Scope**

**Project Name:**

- ☐ 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: Cedarweed Dr Proposed Name: Blackhawk Dr
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

5/2020

(Continued from previous page)

**Project Information**

Provide a brief description of the proposed request:
Street name change of the portion of Cedarweed Blvd north of Carl Sitter Pkwy to Blackhawk Dr

What is the total acreage included in the project? N/A

What is the proposed use of the property?

❑ Commercial ❑ Multi-family ❑ Residential ❑ Industrial ❑ Other

Are there any other pending or recently approved Land Use applications regarding this property? ❑ Yes ❑ No

If yes, please list:

**Attachments**

**Attachment Checklist**

The following list of attachments are required to accompany all applications:

- ❑ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ❑ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ❑ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

**Terms**

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

**Signatures**

Property Owner

Print Name: Andrew Hayes, Dir. of Public Works

Signature: [signature] Date: 1/30/25

Applicant, if different from Property Owner

Print Name: Andrew Hayes, Dir. of Public Works

Signature: [signature] Date: 1/30/25

**Office Use Only**

**Zoning Compliance (Completed by City Staff)**

| Application checked for completeness by: | Date: | Fee Paid: |
|---|---|---|
| | | |

5/2020

# CITY OF PUEBLO

## GIS Division – Information Technology Dept.

**Debi Romines**
**200 S Main St, Pueblo CO 81003**
**citymaps@pueblo.us | 719-553-2550**

**To: Mikaylin Hackley**

**From: Debi Romines**

**Date: 04/01/2025**

**Subject: Comments on Renaming of Cedarweed Blvd at Carl Sitter Pkwy**

Good Afternoon,

Cedarweed Blvd's existing flow of addressing goes South, and it needs to go North per the City of Pueblo's addressing grid. To correct this situation, the best option is to change the name of the street and then fix the addressing so that they go north in line with the grid and all other streets around it. It is definitely not ideal, and we absolutely hate changing street names, but unfortunately it must be done so we do not have future addressing issues. Since the grid changes to the 5000 block heading north at this location, we feel it is the best location to correct this reverse addressing issue.

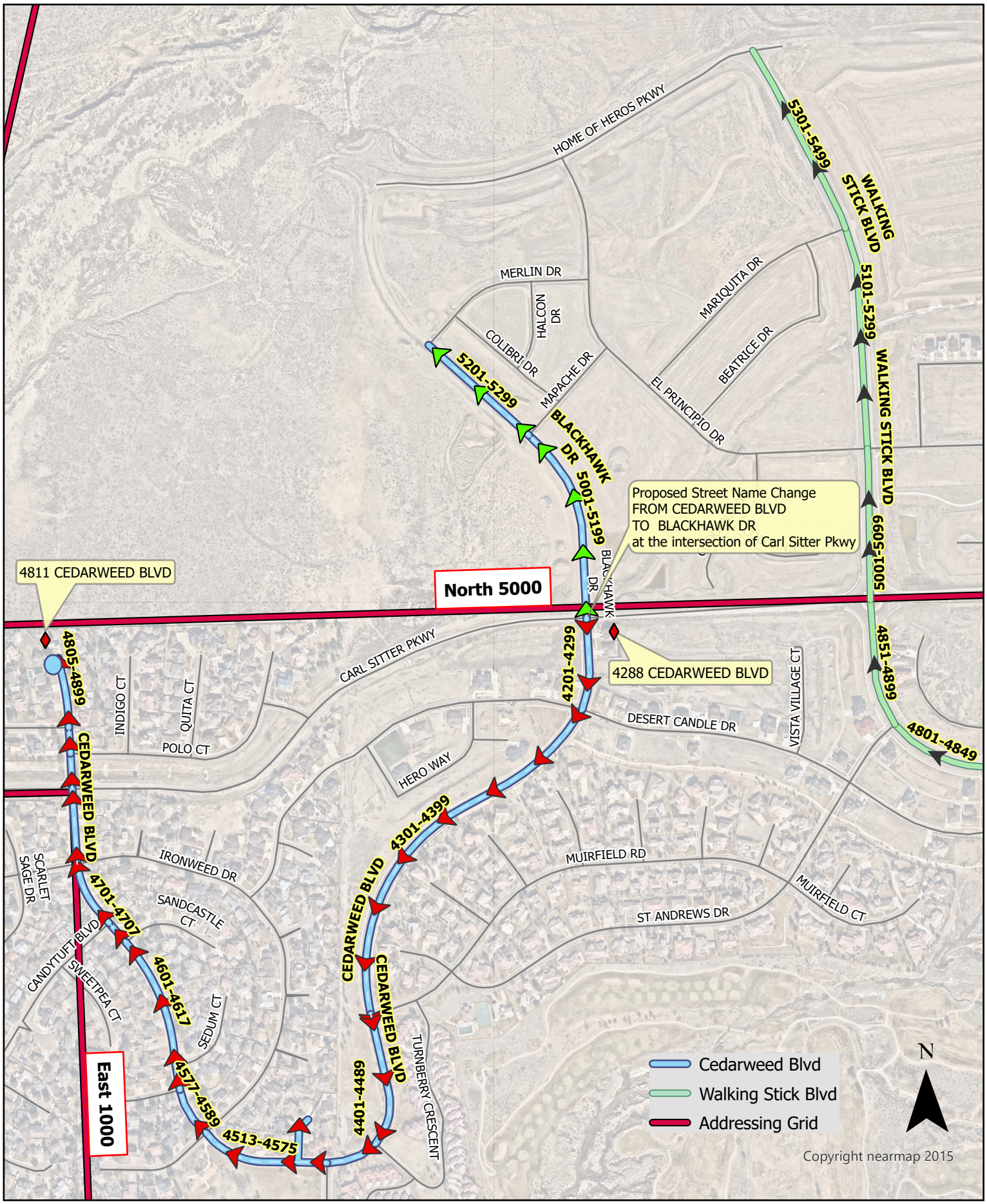
Please see the attached map that shows the direction of addressing for Cedarweed Blvd. You will see that we cannot continue the current addressing scheme to the north as it will cause a tremendous amount of confusion.

Please let me know if you have any questions.

Regards,

Debi Romines

# Renaming of Cedarweed Blvd



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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 2403 THATCHER AVENUE FROM B-1, NEIGHBORHOOD BUSINESS ZONE DISTRICT TO B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT

## SUMMARY:

The applicant is requesting to rezone 0.14-acres at 2403 Thatcher Avenue, generally located east of The Sunset Inn, from B-1, Neighborhood Business Zone District to B-3, Highway and Arterial Business Zone District to permit an auto repair shop.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The property owner is requesting to rezone 0.14-acres at 2403 Thatcher Avenue from Neighborhood Business (B-1) to Highway and Arterial (B-3) Zone District to permit an auto repair shop. The subject property is located at the northwest corner of Thatcher Avenue and Acero Avenue and is developed with an automotive repair structure that includes two automobile repair bays with garage doors and an office. The commercial structure was built in 1980 and has operated as an auto repair shop since its construction. An application for a business license at this property was submitted August 2024. At that time, they were notified that an auto repair shop cannot be permitted in a B-1 Zone District. The property owner then submitted a rezoning application January 2025.

Prior to 2015, a service station was allowed in a Neighborhood Business (B-1) Zone District. A service station meant a building and premise where automobile parts and services were available for retail. Services included replacing mufflers and tail pipes, repairing brakes, minor repair of carburetors, and more. The code was updated in 2015, which is when the service station use definition was removed and replaced with

four different use definitions for an automobile repair. The definitions were split to differentiate the use based on the intensity of the goods and services provided by the automobile repair. Only the lowest intensity auto repair shops – a lube shop and paintless dent repair shop – are now allowed in a B-1 Zone District (See Exhibit G. Table of Uses). When this change occurred, the subject property could continue operating as a legal non-conforming use; however, the use ceased for more than thirty days (Sec. 17-3-3., (3)). Thus, the subject property lost its legal non-conforming status and must comply with code.

As mentioned, the subject property is currently zoned Neighborhood Business (B-1). This district is designed to provide goods and services to the immediate neighborhood without creating any nuisance to nearby homes. In adhering to this purpose, only auto repair shops that provide minor services may operate in a B-1. The proposed business at the subject property provides more intense services and therefore could not be permitted in a B-1 Zone District.

Should the subject property be rezoned to Highway and Arterial Business (B-3) Zone District, the applicant could obtain a business license for the proposed business. The B-3 Zone District is intended to provide areas along highways and arterial streets for location of business and services. Thatcher Avenue is classified as a major arterial road, providing continuous traffic movement to connect neighborhoods, areas, and regional features at higher speeds with limited access. A B-3 Zone District located adjacent to Thatcher Ave is in line with the intent of the Zone District. The subject property also meets district standards for minimum lot width and size for a B-3 Zone District.

The rezoning to a B-3 District would allow a business license for
“a facility for the general repair, rebuilding or reconditioning of engines, transmissions, differentials, drivetrains, or any parts thereof. This use includes muffler shops, auto repair garages, tire repair and installation, wheel and brake shops, and similar repair and service activities but excludes body shops, dismantling or salvage.” (Section 17-2-2., (14), (d)).

The 2022 Regional Comprehensive Plan designates this area as Neighborhood Mixed Use. These areas are intended to accommodate small-scale commercial activity and neighborhood-supportive services in historic hubs of the City. Rezoning to B-3 would fit the intent of the Comp Plan by providing auto repair services to the surrounding neighborhood.

**FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

**BOARD/COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission, at their April 9, 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-25-05 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 2403 THATCHER AVENUE FROM B-1, NEIGHBORHOOD BUSINESS 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 B-1, Neighborhood Business Zone District to B-3, Highway and Arterial Business Zone District:

Legal Description: LOTS 47 + 48 BLK 9 ARVONIA FORMERLY #05-353-13-021 + 023

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.

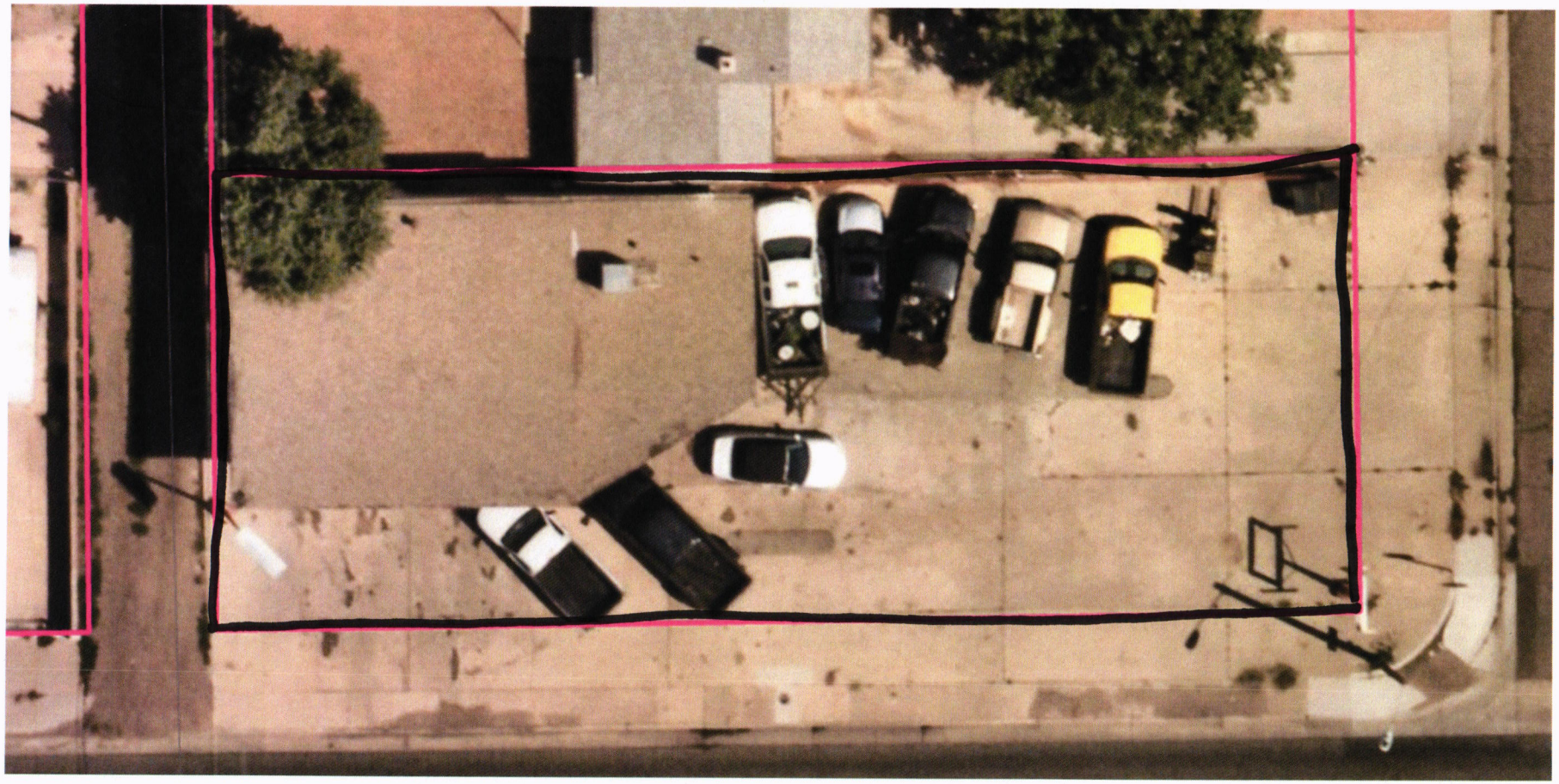
☐ Ordinance re-adopted on a vote of _____, on _____

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

_____
President of City Council

ATTEST

_____
City Clerk



LOTS 47 + 48 BLK 9 ARVONIA FORMERLY #05-353-13-021 + 023

B-1 to B-3

N

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

# *MINUTES OF REGULAR MEETING*

City of Pueblo, Colorado
Wednesday April 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi, James Salazar.

**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, Cindy Capritta, Land Use Tech.

**Staff Members Absent**: None

**Approval of the Agenda:** Bailey motioned to approve the agenda as amended, continue CP-25-01, ODP-25-01 and Z-25-06 to the May 14th, 2025, meeting, seconded by Boston.

**Motion Passed:** 7-0

**Public Hearings:**

**7. Z-25-05 Rezone:** 2403 Thatcher Ave, 0.14 acres from Neighborhood Business (B-1) to Highway and Arterial Business (B-3) Zone District. Staff Report by Hannah Prinzi, Planner.

**Hearing**: Applicant Luke Wodiuk was sworn in and spoke in favor of the rezoning application. Luke provided Exhibit A. Being sworn in and speaking in support were Robert Serena and Joseph Wodiuk. No one appeared in opposition.

**Commission Action:** Bailey moved to recommend the text amendment application to City Council seconded by Boston.

**Motion Passed:** 7-0

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Regina Maestri
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

# Z-25-05

| | |
|---|---|
| **TO:** | City of Pueblo, Planning and Zoning Commission |
| **FROM:** | Hannah Prinzi, Planner |
| **THROUGH:** | Scott Hobson, Acting Director of Planning and Community Development |
| **DATE:** | April 9th, 2025 |
| **SUBJECT:** | Rezone from Neighborhood Business (B-1) to Highway and Arterial Business (B-3) Zone District |
| **APPLICANT:** | Luke Wodiuk |
| **PROPERTY OWNER:** | Luke Wodiuk |
| **LOCATION:** | 2403 Thatcher Ave |
| **CONCURRENT REQUESTS:** | N/A |

**REQUEST:**
Rezone 0.14 acres at 2403 Thatcher Ave, generally east of The Sunset Inn, from Neighborhood Business (B-1) to Highway and Arterial Business (B-3) Zone District to permit an auto repair shop.

## BACKGROUND AND ANALYSIS:

The property owner is requesting to rezone 0.14-acres at 2403 Thatcher Ave from Neighborhood Business (B-1) to Highway and Arterial (B-3) Zone District to permit an auto repair shop. The subject property is generally located east of The Sunset Inn and is developed with an automotive repair structure that includes two automobile repair bays with garage doors and an office. The commercial structure was built in 1980 and has operated as an auto repair shop since its construction. An application for a business license at this property was submitted August 2024. At that time, they were notified that an auto repair shop cannot be permitted in a B-1 Zone District. The property owner then submitted a rezoning application January 2025.

Prior to 2015, a service station was allowed in a Neighborhood Business (B-1) Zone District. A service station meant a building and premise where automobile parts and services were available for retail. Services included replacing mufflers and tail pipes, repairing brakes, minor repair of carburetors, and more. The code was updated in 2015, which is when the service station use definition was removed and replaced with four different use definitions for an automobile repair. The definitions were split to differentiate the use based on the intensity of the goods and services provided by the automobile repair. Only the lowest intensity auto repair shops – a lube shop and paintless dent repair shop – are now allowed in a B-1 Zone District (See Exhibit G. Table of Uses).

When this change occurred, the subject property could continue operating as a legal non-conforming use; however, the use ceased for more than thirty days (Sec. 17-3-3., (3)). Thus, the subject property lost its legal non-conforming status and must comply with code.

As mentioned, the subject property is currently zoned Neighborhood Business (B-1). This district is designed to provide goods and services to the immediate neighborhood without creating any nuisance to nearby homes. In adhering to this purpose, only auto repair shops that provide minor services may operate in a B-1. The proposed business at the subject property provides more intense services and therefore could not be permitted in a B-1 Zone District.

Should the subject property be rezoned to Highway and Arterial Business (B-3) Zone District, the applicant could obtain a business license for the proposed business. The B-3 Zone District is intended to provide areas along highways and arterial streets for location of business and services. Thatcher Avenue is classified as a major arterial road, providing continuous traffic movement to connect neighborhoods, areas, and regional features at higher speeds with limited access. A B-3 Zone District located adjacent to Thatcher Ave is in line with the intent of the Zone District. The subject property also meets district standards for minimum lot width and size for a B-3 Zone District.

To be clear, the rezoning would allow a business license for

> "a facility for the general repair, rebuilding or reconditioning of engines, transmissions, differentials, drivetrains, or any parts thereof. This use includes muffler shops, auto repair garages, tire repair and installation, wheel and brake shops, and similar repair and service activities but excludes body shops, dismantling or salvage." (Section 17-2-2., (14), (d)).

Finally, the 2022 Regional Comprehensive Plan designates this area as Neighborhood Mixed Use. These areas are intended to accommodate small-scale commercial activity and neighborhood-supportive services in historic hubs of the City. Rezoning to B-3 would fit the intent of the Comp Plan by providing auto repair services to the surrounding neighborhood.

---

**LAND USE AND PLANNING COMMENTS**
**CHARACTER AND COMPATIBILITY**

| | | |
|---|---|---|
| **Site Character:** | The site is developed with an approximate 1,800 square foot commercial building in the northwest corner of the lot, abutting the alley. | |
| **Neighborhood Compatibility:** | North | One- and Two-Family Residential Zone District (R-3); Single-family homes |
| | East | One- and Two-Family Residential (R-3), Central Business(B-4) District, and Neighborhood Office District (O-1) Zone Districts; Single-family homes and general retail |
| | South | Single-Family Residential Zone District (R-2); Single-family homes |

| | | |
|---|---|---|
| | West | One- and Two-Family Residential Zone District (R-3); Single-family homes |

**Comprehensive Plan Compliance:** The subject property is designated as Neighborhood Mixed Use by the 2022 Regional Comprehensive Plan. These areas are intended to accommodate small-scale commercial activity and neighborhood-supportive services in historic hubs of the City. Rezoning to B-3 would allow the neighborhood automobile repair shop, established in 1980, to continue to operate.

## 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 a Neighborhood Mixed Use. These areas are intended to accommodate small-scale commercial activity and neighborhood-supportive services in historic hubs of the City. Rezoning to B-3 would allow the neighborhood automobile repair shop, established in 1980, to continue to operate.**

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 Highway and Arterial Business (B-3) Zone District Standards:**
The standards of this district (B-3) are intended to provide areas along highways and arterial streets for location of business and services. Thatcher Ave is classified as a major arterial street that carries large volumes of traffic into and out of the downtown hub. Rezoning the subject parcel to B-3 would then match the purpose of the Zone District.

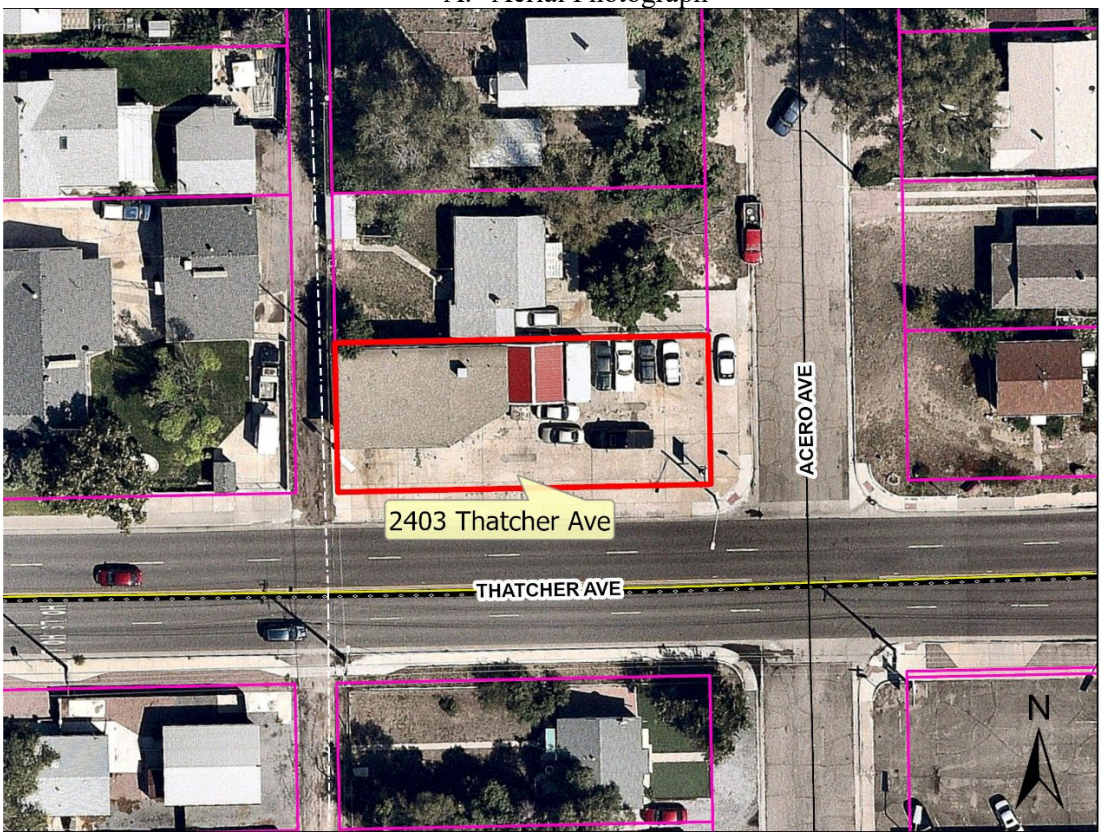
**REFERRAL AGENCIES AND COMMENTS:**

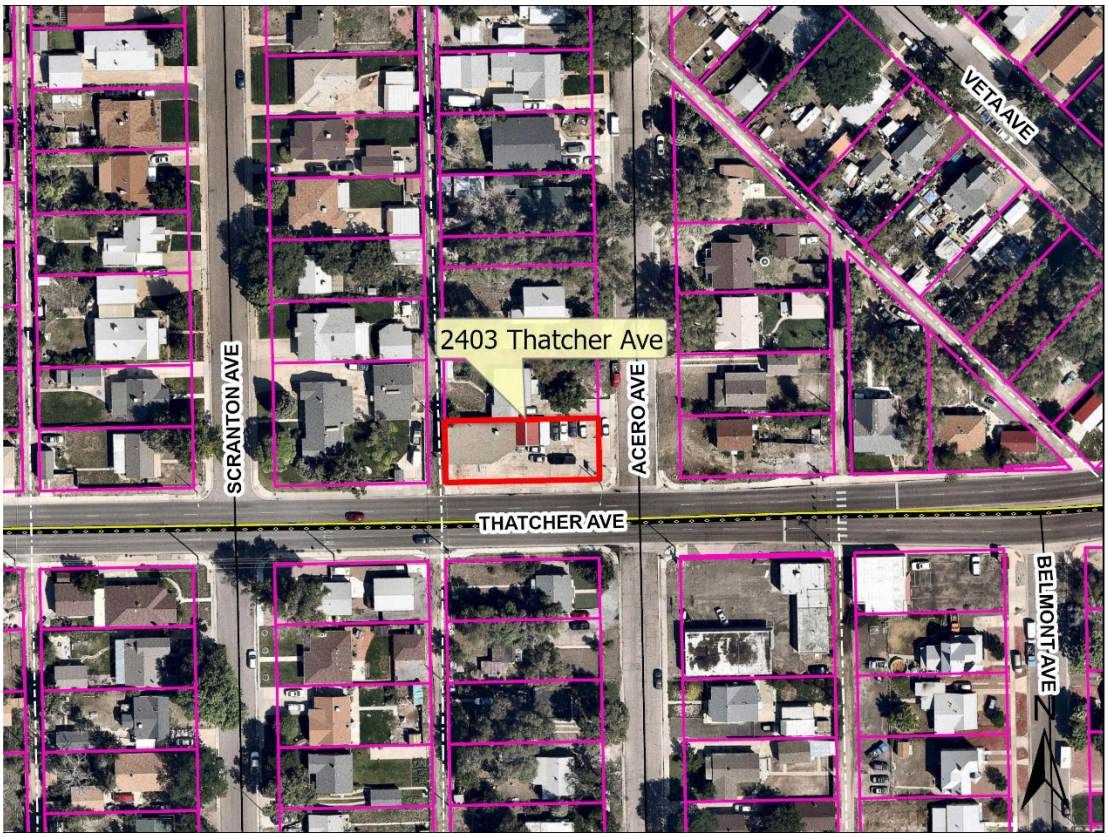
- City Public Works - No Comment
- City Transportation – At the time of pulling a business license, they will need to close the access to Thatcher closest to Acero. This access is already closer to the intersection than the 40 ft. allowed by City standards. They will be responsible for installing sidewalk and any additional restoration needed.
- City Law Department - No Comment
- Pueblo Regional Building Department - No Comment. Permits (and plan review where needed) will be required for any new construction or modification.
- 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:**

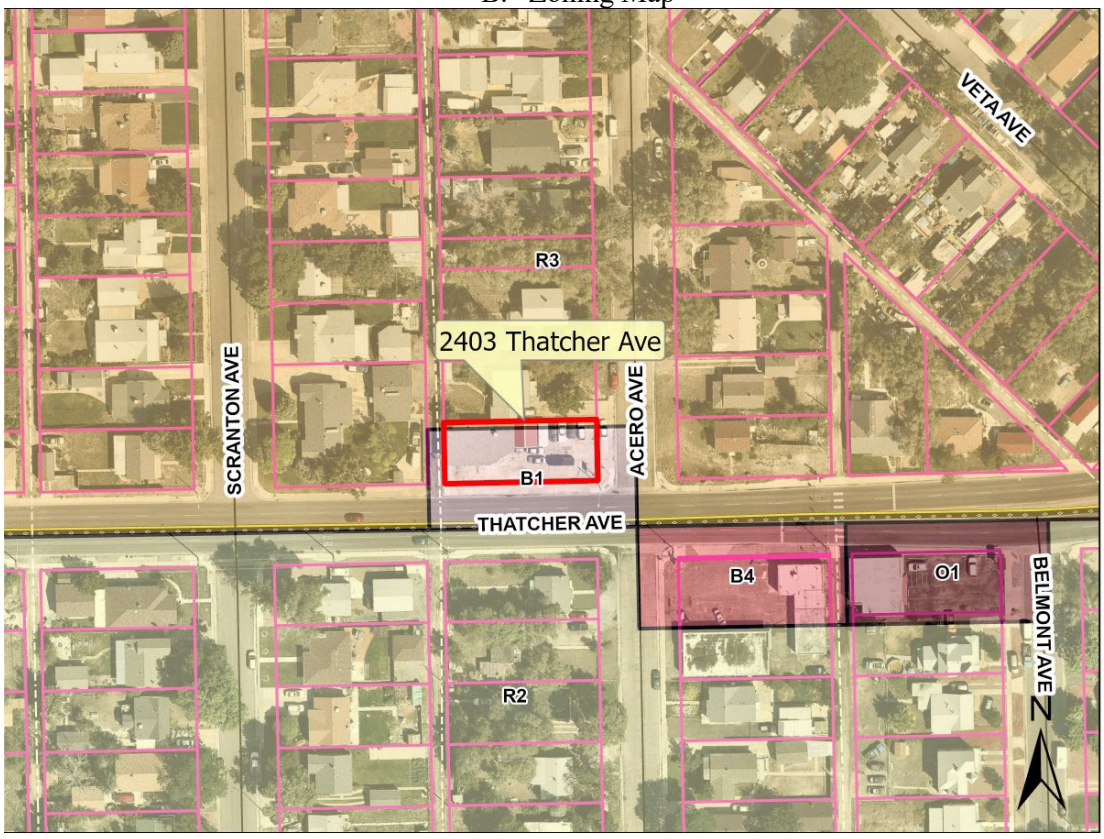
**A. Aerial Photograph**
**B. Zoning Map**
**C. Comprehensive Plan Map**
**D. Site Photographs**
**E. Zoning Exhibit**
**F. Site Plan**

A. Aerial Photograph

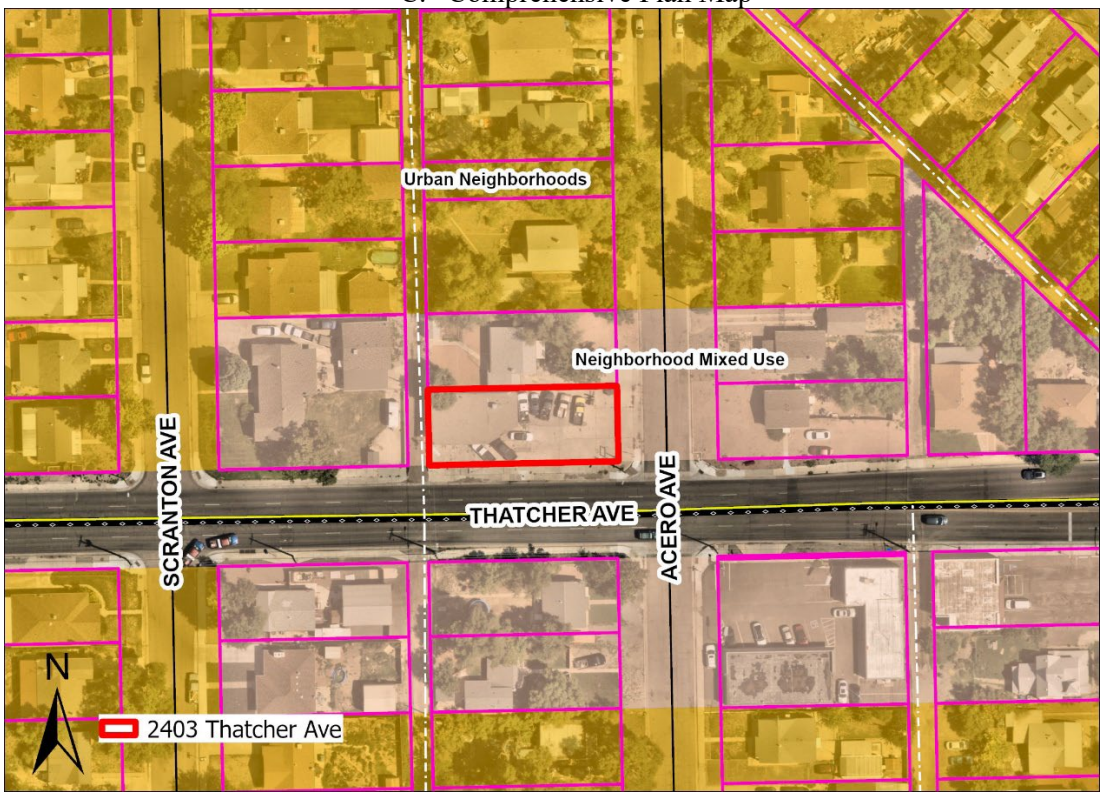



2403 Thatcher Ave
SCRANTON AVE
ACERO AVE
VETA AVE
THATCHER AVE
BELMONT AVE
N

B. Zoning Map

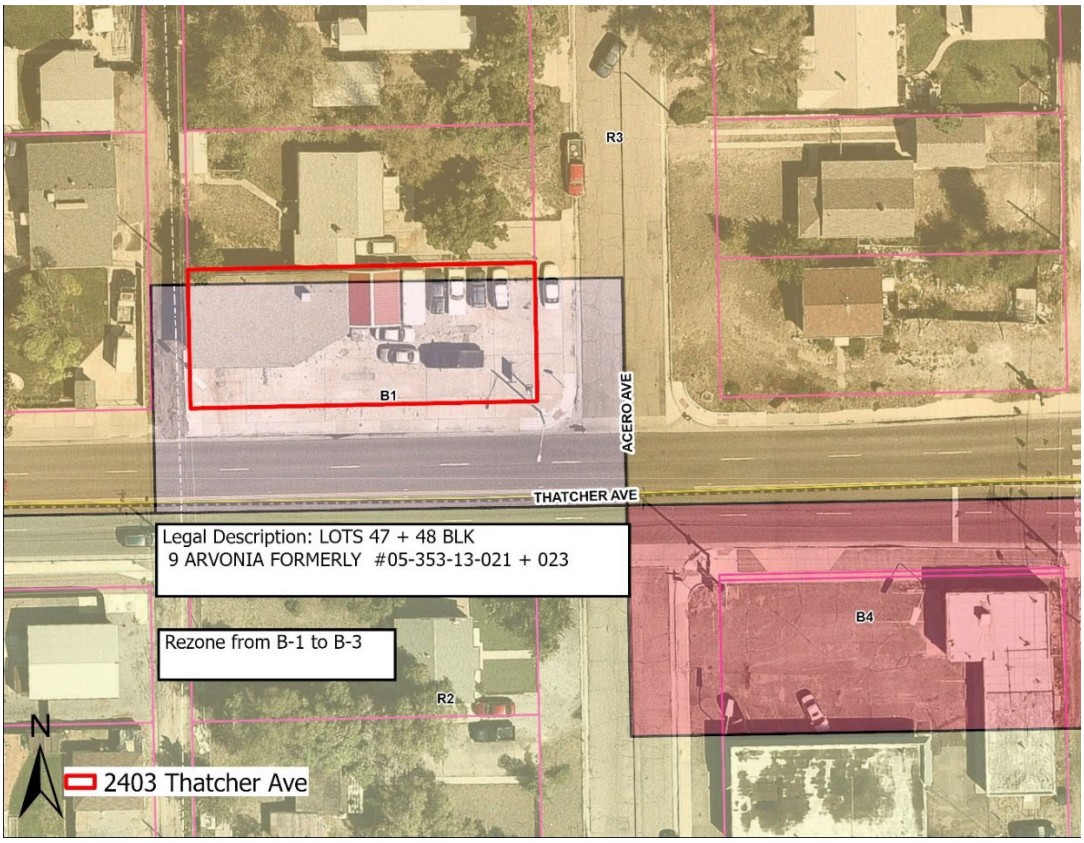

2403 Thatcher Ave
R3
B1
R2
B4
O1
SCRANTON AVE
ACERO AVE
VETA AVE
THATCHER AVE
BELMONT AVE
N

C. Comprehensive Plan Map




D. Site Photos, Public Notice

E. Zoning Exhibit


R3
B1
ACERO AVE
THATCHER AVE
Legal Description: LOTS 47 + 48 BLK
9 ARVONIA FORMERLY #05-353-13-021 + 023
Rezone from B-1 to B-3
B4
R2
N
2403 Thatcher Ave

F. Site Plan

LOTS 47 + 48 BLK 9 ARVONIA FORMERLY #05-353-13-021 + 023

B-1 to B-3

N

G. 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) |
| **COMMERCIAL USES (CONT.)** | | | | | | | | | | | | | | | | | | | | | | | | | |
| Automobile Sales and Service (see Industrial Uses for large vehicle sales and service) | Automobile auction | (11) | | | | | | | | | | | | | | | | | | | | | S | | |
| | Automobile dealership | (12) | | | | | | | | | | | | | | | | | | S | P | P | P | S | |
| | Automobile rental | (13) | | | | | | | | | | | | | | | | | | S | P | P | P | P | |
| | Automobile repair, body shop | (14)a. | | | | | | | | | | | | | | | | | | | S | | P | | |
| | Automobile repair, lube shop | (14)b. | | | | | | | | | | | | | | | | | C | C | C | C | P | S | |
| | Automobile repair, paintless dent repair | (14)c. | | | | | | | | | | | | | | | | | C | C | C | C | P | | |
| | Automobile repair, repair shop | (14)d. | | | | | | | | | | | | | | | | | | | C | C | P | | |
| | Gas station | (61) | | | | | | | | | | | | P | | | | | S | S | P | P | P | S | |
| | Pawnshop, automobile | (109) | | | | | | | | | | | | | | | | | | | S | S | S | | |

March 24, 2025 **AMENDED**

The City Planning and Zoning Commission will hold a public hearing on a request from **Luke Wodiuk** for the approval of the following application:

**Z-25-05:** Rezone 0.14-acre parcel located at 2403 Thatcher Ave from Neighborhood Business (B-1) to Highway and Arterial Business (B-3) Zone District.

The Planning and Zoning Commission meeting will be held on **April 9th, 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

March 24, 2025 **AMENDED**
The City Planning and Zoning Commission will hold a public hearing on a request from **Luke Wodiuk** for the approval of the following application:

**Z-25-05:** Rezone 0.14-acre parcel located at 2403 Thatcher Ave from Neighborhood Business (B-1) to Highway and Arterial Business (B-3) Zone District.

The Planning and Zoning Commission meeting will be held on **April 9th, 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

March 24, 2025 **AMENDED**
The City Planning and Zoning Commission will hold a public hearing on a request from **Luke Wodiuk** for the approval of the following application:

**Z-25-05:** Rezone 0.14-acre parcel located at 2403 Thatcher Ave from Neighborhood Business (B-1) to Highway and Arterial Business (B-3) Zone District.

The Planning and Zoning Commission meeting will be held on **April 9th, 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

March 24, 2025 **AMENDED**
The City Planning and Zoning Commission will hold a public hearing on a request from **Luke Wodiuk** for the approval of the following application:

**Z-25-05:** Rezone 0.14-acre parcel located at 2403 Thatcher Ave from Neighborhood Business (B-1) to Highway and Arterial Business (B-3) Zone District.

The Planning and Zoning Commission meeting will be held on **April 9th, 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

CASE NUMBER: Z-25-05

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 2403 Thatcher 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.

March 24, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

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 2403 Thatcher Ave. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

March 24, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

| Owner | OwnerStree | OwnerCity | Own | OwnerZip |
|---|---|---|---|---|
| 503 ACERO LLC | 503 ACERO AVE | PUEBLO | CO | 81004-1334 |
| ADAMS VICKY | 436 ACERO AVE | PUEBLO | CO | 81004-1333 |
| ARIAS MINOR/MARIN ZULAY | 431 ACERO AVE | PUEBLO | CO | 81004-1332 |
| BACA BRANDI R | 516 ACERO AVE | PUEBLO | CO | 81004-1335 |
| BERCKEFELDT ELVIN OTTO JR | 443 SCRANTON AVE | PUEBLO | CO | 81004-1320 |
| BRODERICK STREET HOMES LLC | 300 MONTGOMERY ST ST | SAN FRANC | CA | 94104-1925 |
| CARRILLO ANDREW RAUL/CARRILLO EVELY | 427 ACERO AVE | PUEBLO | CO | 81004-1332 |
| DENZLER ANDREW JOSEPH | 424 ACERO AVE | PUEBLO | CO | 81004-1333 |
| DREIER J MICHAEL | PO BOX 2028 | PUEBLO | CO | 81004-0028 |
| DRURY JOANNE R | 430 SCRANTON AVE | PUEBLO | CO | 81004-1321 |
| FERRY CHARLES ANDREW/FERRY CYNTHIA | 444 SCRANTON AVE | PUEBLO | CO | 81004-1321 |
| GALLARDO JESUS LEON / LEON GALLARDO | 19794 E 49TH PL | DENVER | CO | 80249-7516 |
| GEORGE DEBORAH J | 511 SCRANTON AVE | PUEBLO | CO | 81004-1322 |
| GREGG JAMES A/GREGG JODI C | 515 SCRANTON AVE | PUEBLO | CO | 81004-1322 |
| GRIESAN NICHOLAS J | 808 VETA AVE | PUEBLO | CO | 81004-1358 |
| GRUNDY EDWARD G | 439 SCRANTON AVE | PUEBLO | CO | 81004-1320 |
| HAGER KEVIN L/HAGER GAIL A | 421 ACERO AVE | PUEBLO | CO | 81004-1332 |
| HAMM JAMES L | 508 ACERO AVE | PUEBLO | CO | 81004-1335 |
| HANKLA BILLY GENE | 512 SCRANTON AVE | PUEBLO | CO | 81004-1323 |
| HEAD DONNA R/HEAD JOHN GARY | 437 ACERO AVE | PUEBLO | CO | 81004-1332 |
| JOHNSON KATHY D | 3101 VAIL AVE | PUEBLO | CO | 81005-1352 |
| JOHNSON NANCY V | 726 VETA AVE | PUEBLO | CO | 81004-1300 |
| JOHNSON NANCY V | 732 VETA AVE | PUEBLO | CO | 81004-1356 |
| KNOWLES DUSTIN KENNETH | 10320 E RANCH GATE RD | SCOTTSDAI | AZ | 85255-2315 |
| LAVINE THOMAS E/LAVINE DEE M | PO BOX 7009 | PUEBLO W | CO | 81007-0009 |
| LEVEL UP RENOVATIONS LLC | PO BOX 20138 | COLORADC | CO | 81019 |
| LEWIS SAMANTHA A / LEWIS DERRELL P | 428 ACERO AVE | PUEBLO | CO | 81004-1333 |
| LHAMON RONDA K | 802 VETA AVE | PUEBLO | CO | 81004-1358 |
| LOZOYA LILIANA | 505 BELMONT AVE | PUEBLO | CO | 81004-1339 |
| LUCERO JOE L | 432 ACERO AVE | PUEBLO | CO | 81004-1333 |
| MARTINEZ ROGER L/AGUIRRE ADRIANA | 2581 ELMWOOD LN | PUEBLO | CO | 81005-2703 |
| MEDINA LINDA M/VALDEZ ROSE | 2072 VINEWOOD LN | PUEBLO | CO | 81005-2529 |
| MORAN JOHN | 24 N RESEARCH DR STE C | PUEBLO W | CO | 81007-4417 |
| MUNOZ JANELLE K | 505 SCRANTON AVE | PUEBLO | CO | 81004-1322 |
| OJEDA ALBERT | 447 SCRANTON AVE | PUEBLO | CO | 81004 |
| OWENS JEFFREY | 434 SCRANTON AVE | PUEBLO | CO | 81004-1321 |
| PALMER HUNTER DAVID CHARLES | 518 SCRANTON AVE | PUEBLO | CO | 81004-1323 |
| PEACHEE MORDECAI JOHN/PEACHEE JUDY | 3935 AQUA DR | PUEBLO | CO | 81005-1174 |
| POSADA INC | 827 E 4TH ST | PUEBLO | CO | 81001-3928 |
| PUEBLO COMMERCIAL PROPERTIES LLC | 137 S ROGERS WAY | GOLDEN | CO | 80401-6520 |
| RAMIREZ JOSE I/RAMIREZ ALBA B | 2315 THATCHER AVE | PUEBLO | CO | 81004-1325 |
| RODMAN CURTIS LEE | 515 ACERO AVE | PUEBLO | CO | 81004-1334 |

| | | | | |
|---|---|---|---|---|
| S B H GOLD LTD | PO BOX 1400 | PUEBLO | CO | 81002-1400 |
| SANCHEZ AMY L | 2311 THATCHER AVE | PUEBLO | CO | 81004-1325 |
| SETSER TAMARA K | 440 SCRANTON AVE | PUEBLO | CO | 81004-1321 |
| SMITH DONALL R/HURTIG SMITH AMY G | 20 BARRINGTON CT | PUEBLO | CO | 81005-3517 |
| SOTO KATHRYN E | 419 ACERO AVE | PUEBLO | CO | 81004-1332 |
| TARROW CHRIS A | 736 VETA AVE | PUEBLO | CO | 81004-1356 |
| TOMS MANAGEMENT LLC | PO BOX 9600 | PUEBLO | CO | 81008-6020 |
| WODIUK JOE | 5412 STONEMOOR DR | PUEBLO | CO | 81005-9712 |
| WODIUK LUKE | 516 ARDATH LN | PUEBLO | CO | 81005-1402 |
| YEAGER MARY | 501 SCRANTON AVE | PUEBLO | CO | 81004-1322 |

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM:

SUBJECT: AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF COLORADO AND THE PUEBLO FIRE DEPARTMENT ALLOWEING THE AUTHORITY HAVING JURISDICTION (AHJ) OVER COLORADO DEPARTMENT OF AGRICULTURE STATE FAIR FACILITIES OPERATION IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS, AND FIRE SAFETY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

## SUMMARY:

This Ordinance approves a MOU between the State of Colorado and the Pueblo Fire Department and the AHJ for the life-safety services provided by AHJ for the best interest of the people served by the Department of Agriculture State Fair facilities that AHJ provide all review, inspections, and oversight for fire and related life-safety issues for these facilities.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The State of Colorado and the Pueblo Fire Department facilities are located in the City of Pueblo which fall under Department of Agriculutre's jurisdiction.

## FINANCIAL IMPLICATIONS:

The cost of would the compliance with the MOU for building construction review and related inspections, fire safety inspections, and fire safety permits as provided in the MOU.

## BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Not applicable to this Ordinance

**RECOMMENDATION:**

Passage of the Ordinance.

**ATTACHMENTS:**

1. Fire Services MOU with State Fair 2025

ORDINANCE NO.

AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF COLORADO AND THE PUEBLO FIRE DEPARTMENT ALLOWEING THE AUTHORITY HAVING JURISDICTION (AHJ) OVER COLORADO DEPARTMENT OF AGRICULTURE STATE FAIR FACILITIES OPERATION IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS, AND FIRE SAFETY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The MOU between the State of Colorado and The Pueblo Fire Department, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreements to effectuate the transactions described therein.

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance shall become effective on the date of final action by the Mayor and City Council.

**Action by City Council:**

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

**Action by City Council After Disapproval by the Mayor:**

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is entered into this ____ day of _____, 2025, by and between the State of Colorado (the "**State**") for the use and benefit of the Colorado Department of Agriculture State Fair (the "**Department**") and the City of Pueblo, a Colorado Municipal Corporation ("**City**").

WHEREAS, pursuant to law, including but not limited to Sections 24-30-1301, *et seq*., C.R.S., the State has authority over the facilities and buildings of the Department with respect to construction of improvements and determination of applicable building and fire codes for said facilities and buildings; and

WHEREAS, pursuant to law, including but not limited to Sections 24-33.5-1201, *et seq*., C.R.S., the State has ultimate responsibility for fire prevention, fire protection, fire investigation and emergency medical services with respect to said facilities and buildings; and

WHEREAS, at substantial cost to its taxpayers, the City has established a paid Fire Department to provide certain fire prevention, fire protection, fire investigation and emergency medical services for its residents; and

WHEREAS, although the City has no duty under law to provide fire prevention, fire protection, fire investigation and emergency medical services with respect to the facilities and buildings of the Department, it is willing to coordinate with the Department with respect to such activities, in accordance with the terms and limitations set forth in this MOU; and

WHEREAS, the parties are empowered by Section 29-1-203, C.R.S., to enter into this MOU for the purpose of setting forth the manner in which the parties intend to cooperate.

NOW, THEREFORE, in consideration of the foregoing recitals and the provisions, terms and conditions set forth hereinbelow, the parties enter into this MOU concerning the coordination of fire inspection, fire protection and emergency medical services with respect to the facilities and buildings of the Department.

**1.0 Fire Inspection Services.**

**1.1** The City will provide the following fire inspection services when requested by the Department, subject to all conditions and limitations set forth in this MOU:

(a) Plan review of construction documents for new/modified fire safety systems;

(b) Review of fire alarm, smoke and fire suppression system shop drawings;

(c) Review of project fire safety systems during design and construction with Department design and construction staff, contractors and consultants;

(d) Fire safety inspections during construction, including review of related building components such as egress and occupancy, as well as fire alarm systems, and fire suppression systems, fire hydrant and panel locations and other systems or components related to fire safety;

(e) Assist the Department in the compilation of any records required to facilitate response to fire alanns and emergencies including building drawings; and

(f) Annual fire safety inspections. ("**Fire Inspection Services**").

**1.2** The Department shall reimburse the City for all Fire Inspection Services. Payments shall be made in advance at the applicable hourly or unit price currently charged for commercial buildings and developments.

**1.3** Fire Inspection Services shall be provided subject to available staffing and resources. The failure to provide or timely provide Fire Inspection Services shall not constitute a breach of this MOU or otherwise subject the City to liability.

**1.4** To the extent the City identifies areas of noncompliance with the City's Fire Code and makes recommendations for corrective action, the Department recognizes that failure to implement recommended corrective actions may impair fire protection and be grounds for the City to decline assisting the Department in fire protection and other emergency service activities as set forth in below Section 2. Additionally, the Department acknowledges that the City's inspection reports and/or recommendations for corrective actions are public records open to inspection.

**2.0 Requests for Fire Protection and Other Emergency Services.**

**2.1** The Department may request fire protection and other emergency services from the City with respect to facilities and buildings of the Department. The City's provision of fire protection and other emergency services pursuant to such a request by the Department shall be subject to all conditions and limitations set forth in this MOU, including but not limited to the following:

(a) The request should be directed to the City's dispatch center and identify with specificity the fire emergency or incident for which assistance is requested. If at all possible, the Department shall have personnel at the location of any fire or related emergency before requesting assistance.

(b) City will dispatch equipment and personnel only when it is consistent with the continued safety of persons and property elsewhere within the City. The determination of what personnel and equipment will be dispatched shall be within the absolute discretion of the City. At all times, the City's Fire Department command staff shall direct the operations of City fire personnel and equipment, who shall not be under the command of Department personnel.

(c) Whenever the City provides fire suppression assistance upon buildings or facilities which may present a security concern, Department shall provide and maintain adequate security at the incident location.

(d) The City will withdraw its personnel and equipment when the City determines they are no longer needed at the location, when the conditions at the fire or emergency create extraordinary exposure to injury or death, or when the City's Fire Department personnel are needed or may be needed to insure adequate fire protection elsewhere in the City. The City may also withdraw its personnel and equipment if it believes that security is inadequate at the location.

(e) The Department shall cooperate with the City in the compilation of any records

the City requests which would facilitate the City's response to fire alarms and emergencies including building drawings.

**3.0 Waiver**

**3.1** Except as provided in Section 1 with respect to fees for Fire Inspection Services and Section 4 with respect to reimbursements for response to hazardous substance incidents , each party waives all claims against the other party for compensation for any loss, property damage, bodily injury, or death arising from the provision of services pursuant to this MOU including but not limited the provision of Fire Inspection Services and the provision of fire protection and other emergency services, or withdrawal of same.

**3.2** Except as provided in Section 1 with respect to fees for Fire Inspection Services and Section 4 with respect to reimbursements for response to hazardous substance incidents, each party will, at all times, be responsible for its own costs incurred in the performance of this MOU, and shall not receive any reimbursement from the other party.

**4.0 Hazardous Substance Incidents.**

**4.1** The City's Fire Department serves as the Designated Emergency Response Authority ("**DERA**") for the areas within the City's corporate boundaries pursuant to Section 29-22-102, C.R.S. The City's Fire Department, through its Fire Chief or its Fire Chief's designated Deputy Fire Chief, acts as incident commander at hazardous substance incidents within the City when it receives actual notice of such incident, and it may, in its discretion, dispatch hazardous materials personnel and equipment as part of the initial emergency response to the incident. The City's response is, at all times, limited to only the initial emergency action necessary to minimize the adverse effects of a hazardous substance incident. It is the policy of the City to assert claims for reimbursement of all costs incurred by the City in responding to such an incident against the person or persons responsible for the incident, including those who have the care, custody or control of the hazardous substance or upon whose property the incident occurred. In the event the City responds to a hazardous substance at the facilities and buildings of the Department, the Department acknowledges that the City may seek reimbursement for its response costs from the State of Colorado in accordance with applicable state of Colorado and federal law.

**4.2** To the extent applicable and permitted by law, Department shall fully comply with the provisions of Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended.

**4.3** At least once each year, the Department shall file with the City's Fire Chief a report containing the following:

(a) a list of all hazardous substances located upon the grounds of the facilities and buildings of the Department, including an Emergency and Hazardous Chemical Inventory on approved 0MB forms,

(b) the locations where such hazerdous substances are stored,

(c) MSDS sheets for all such substances, and

(d) the Department's current spill prevention plan.

A copy of the report shall also be maintained by the Department and made available for inspection during annual inspections and at the time of any hazardous substance incident. The City may store such information in its CAD Dispatch data system and in any GIS system in which the City maintains hazardous substance information for emergency response personnel and may use such infonnation in the event of any assistance or response to the Department's Facilities.

**5.0 Department Designations and Identifications.**

**5.1** The Department hereby designates the individuals on Attachment "A", which is restated and incorporated herein, as the individuals who are authorized by the Department to request assistance from the City as provided in this MOU. The Department may from time to time designate new individuals by revising Attachment "A" and delivering a copy to the City at least thirty (30) days before the effective date of designation, and stating that the revised Attachment "A" relates to this MOU. All revisions shall thereafter supersede all prior versions of Attachment "A".

**5.2** The Department hereby identifies the buildings and facilities listed on the Attachment "B", which is restated and incorporated herein, as the buildings and facilities covered by this MOU. The Department may from time to time identify new buildings and facilities, including proposed buildings and facilities, by revising Attachment "B" and delivering a copy to the City at least five (5) days before the effective date of identification and stating that the revised Attachment "B" relates to this MOU; said revisions shall thereafter supersede all prior versions of Attachment "B". The Department stipulates, acknowledges, and agrees that the City's coordination of fire inspection, fire protection and emergency medical services shall only extend to the buildings and facilities set forth in the Attachment "B".

**6.0** This MOU is not intended, nor shall it be construed, to create, affect, or extend the legal responsibilities or liabilities of the parties hereto except as expressly stated herein, nor to create or extend any legal rights or remedies whatsoever to or for the benefit of any other person or entity.

**7.0** Nothing in this MOU shall be deemed to delegate or be constituted as the delegation or assignment of power or authority of either party to the other party.

**8.0** Nothing contained herein shall authorize any City employee to contract for materials or services on behalf of the City unless such authorization has been expressly granted by the Pueblo City Council unless the expenditure is one permitted by virtue of a duly adopted budget and made by a person authorized to make such expenditures.

**9.0** All personnel and equipment provided by the City pursuant to the provisions of this MOU shall be covered only by the liability, damage, workers' compensation, and/or other insurance coverage, if any, of the City, and such personnel shall, while engaged in the performance of services under this MOU, retain all rights, privileges and immunity of, and be deemed to be engaged in the service and employment of the City. All of the Department's officers and employees performing any functions under the provisions of this MOU shall likewise be covered only by the liability, damage, workers' compensation and/or other insurance covered, if any, of the State, and shall remain the Department employees and not employees nor agents of the City. Under no circumstances shall the City be responsible for the personal injury or death to any employee or to any person in the custody or care of the Department.

**10.0** Either party may tenninate this MOU, without cause, at any time upon thirty (30) days' prior written notice to the other party.

**11.0** The provisions set forth in this MOU, and all Exhibits and attachments thereto, constitute the entire and complete agreement of the Parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this MOU, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the District and the City.

**12.0** This MOU and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Colorado. The location for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this MOU, or any breach hereof, shall be in Pueblo County, Colorado. The Parties agree to comply with all applicable federal, state, local laws, and ordinances, together with those sections of the Pueblo Municipal Code applicable to fire protection.

**13.0** MISCELLANEOUS:

a. If any sentence, phrase, paragraph, provision or portion of this MOU is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

b. This MOU may be executed in two or more counterparts, each of with together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by Email delivery of a ".pdf" format date file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf' signature page were an original thereof.

c. Notwithstanding any statement contained herein, the City does not waive or intend to waive the immunity protections provided to the District and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

**14.0** Notices required by this Agreement shall be mailed to:

**City of Pueblo**

Fire Chief
Pueblo Fire Department
1551 Bonforte Blvd
Pueblo, CO 81001

**Colorado Department of Agriculture State Fair**

_____
_____
_____

Payments required by this Agreement shall be mailed to:

Department of Finance
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

**********Remainder of Page Intentionally Left Blank**********

WHEREOF, the duly authorized representatives of each of the Parties hereto have executed this instrument the date and year written above.

ATTEST:

CITY OF PUEBLO,
A COLORADO MUNICIPAL CORPORATION

_____

City Clerk

By _____

Mayor

APPROVALS:

STATE OF COLORADO, Jared Polis, Governor

COLORADO DEPARTMENT OF AGRICULTURE – STATE FAIR

By _____

Title _____

**Attachment "A"**

_____, Director of Operations Colorado Department of Agriculture

_____, Chief Administrative Officer

_____, Director of Operations Colorado State Fair

_____, Colorado State Fair General Manager

**Attachment “B”**

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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 PARCEL 527000127 GENERALLY LOCATED NORTH OF WEST 11TH STREET AND WEST OF DONLEY PARK FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO R-5 MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT

## SUMMARY:

The applicant is requesting to rezone approximately 31.81-acres on parcel 527000127, located generally north of West 11th Street and west of Donley Park from R-2, Single-Family Residential to R-5, Multiple-Residential and Office (R-5) Zone District to facilitate the development of multifamily residences.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The applicant is requesting to rezone 31.81-acres from Single-Family Residential (R-2) to Multiple-Residential and Office (R-5) Zone District to facilitate the development of multifamily residences. The parcel is generally located north of West 11th Street and west of Donley Park. It is vacant and unsubdivided. The applicant will have to subdivide the parcel before they can begin development.

The subject parcel is currently zoned R-2, which is designed to retain areas primarily for single-family development. The housing options allowed by-right in an R-2 Zone District is a single-family home, manufactured home, disabled home, and townhouse. A duplex is the highest density housing option allowed in an R-2, and it is only allowed as a use by-review. The applicant would be unable to develop multifamily residences at this subject parcel if it remained as an R-2 Zone District.

The Multiple-Residential and Office (R-5) Zone District is designed to retain and provide areas of high-density multifamily dwelling unit structures with limited commingling of professional offices and studios. It therefore allows more housing choice with higher density than the Single-Family (R-2) Zone District. R-5 also allows several commercial and mixed use, including beauty salons, offices, and religious institutions. Should the subject property be rezoned to R-5, the applicant could develop multifamily residences. Furthermore, the subject parcel is designated as Urban Neighborhood by the 2022 Regional Comprehensive Plan. Urban Neighborhood calls for higher density residences and a mix of housing types, including single-family homes, duplexes, and multi-family housing. According to the Comprehensive Plan, the density range for the Urban Neighborhood Future Land Use Area is “6 to 16 units per acre but could be higher in some locations. The total amount of the property that could be developed with residential units is dependent on the land that would be required to be utilized for streets, stormwater detention, landscaping, open space, parking, and public utilities ("public land and utility dedications.") based on a specific multi-family residential site plan. The remaining property that is not required for the public land and utility deductions could have a density of at least 16 units per acre.

The rezoning site is located adjacent to West 11$^{th}$ Street, which is classified as a minor arterial roadway. According to the City of Pueblo Roadway Classification Design Standards and Policies, minor arterial roadways provide for high-capacity roadways, which connect neighborhoods, areas, and regional features with many points of access. Generally high density residential, mixed commercial and residential uses, or commercial uses are suitable adjacent to arterial roadways.

**FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

**BOARD/COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission, at their April 9, 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-25-04 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE PARCEL 527000127 GENERALLY LOCATED NORTH OF WEST 11TH STREET AND WEST OF DONLEY PARK FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO R-5 MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-2, Single-Family Residential Zone District to R-5, Multiple Residential and Office Zone District:

The Northwest Quarter of the Southeast Quarter of Section 27, Township 20 South, Range 65 West of the 6th P.M., County of Pueblo, State of Colorado, except those portions thereof described in Quitclaim Deed recorded September 08, 1982 in Book 2126 at Page 813, Warranty Deed recorded September 20, 1990 in Book 2515 at Page 889, Quit Claim Deed recorded March 25, 1993 in Book 2646 at Page 210 and Quitclaim Deeds recorded May 04, 2020 at Reception Nos. 2176994 and 2176996.

Also described as all of the Northwest Quarter of the Southeast Quarter of Section 27, Township 20 South, Range 65 West of the Sixth Principal Meridian lying North of 11th Street as described in that Warranty Deed recorded September 20, 1990 in Book 2515 at Page 889 in the records of Pueblo County.

Said Parcel contains 31.79± acres.

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.

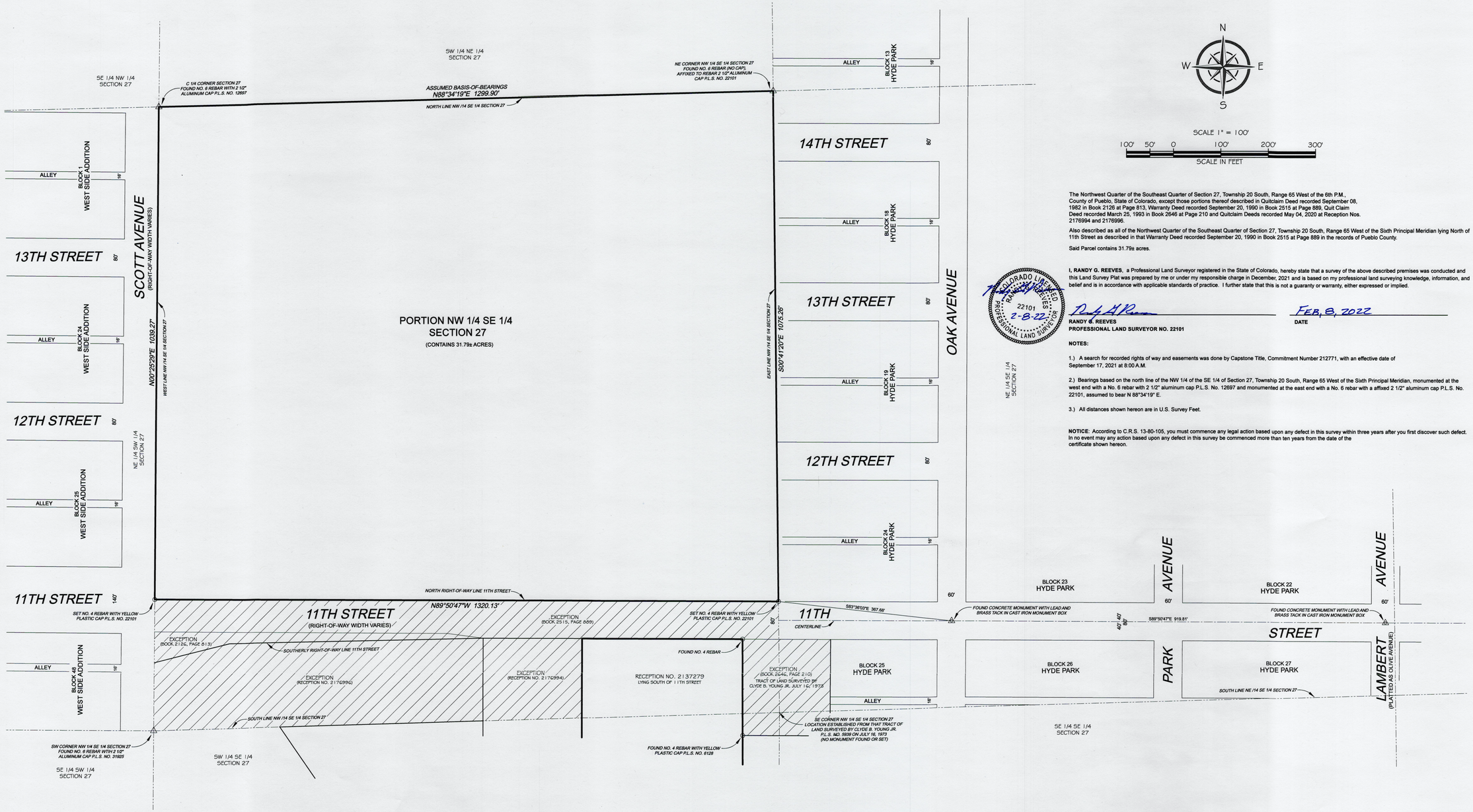
_____
President of City Council

ATTEST

_____
City Clerk

# LAND SURVEY PLAT

*A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, PUEBLO COUNTY, COLORADO.*




The Northwest Quarter of the Southeast Quarter of Section 27, Township 20 South, Range 65 West of the 6th P.M., County of Pueblo, State of Colorado, except those portions thereof described in Quitclaim Deed recorded September 08, 1982 in Book 2126 at Page 813, Warranty Deed recorded September 20, 1990 in Book 2515 at Page 889, Quit Claim Deed recorded March 25, 1993 in Book 2646 at Page 210 and Quitclaim Deeds recorded May 04, 2020 at Reception Nos. 2176994 and 2176996.

Also described as all of the Northwest Quarter of the Southeast Quarter of Section 27, Township 20 South, Range 65 West of the Sixth Principal Meridian lying North of 11th Street as described in that Warranty Deed recorded September 20, 1990 in Book 2515 at Page 889 in the records of Pueblo County.

Said Parcel contains 31.79± acres.

**I, RANDY G. REEVES,** a Professional Land Surveyor registered in the State of Colorado, hereby state that a survey of the above described premises was conducted and this Land Survey Plat was prepared by me or under my responsible charge in December, 2021 and is based on my professional land surveying knowledge, information, and belief and is in accordance with applicable standards of practice. I further state that this is not a guaranty or warranty, either expressed or implied.

COLORADO LICENSED RANDY G. REEVES 22101 2-8-22 PROFESSIONAL LAND SURVEYOR

Randy G. Reeves — FEB, 8, 2022

**RANDY G. REEVES** — **DATE**

**PROFESSIONAL LAND SURVEYOR NO. 22101**

**NOTES:**

1.) A search for recorded rights of way and easements was done by Capstone Title, Commitment Number 212771, with an effective date of September 17, 2021 at 8:00 A.M.

2.) Bearings based on the north line of the NW 1/4 of the SE 1/4 of Section 27, Township 20 South, Range 65 West of the Sixth Principal Meridian, monumented at the west end with a No. 6 rebar with 2 1/2" aluminum cap P.L.S. No. 12697 and monumented at the east end with a No. 6 rebar with a affixed 2 1/2" aluminum cap P.L.S. No. 22101, assumed to bear N 88°34'19" E.

3.) All distances shown hereon are in U.S. Survey Feet.

**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.

| NO. | DATE: | REVISIONS (COMMENTS) | CHECKED: |
|---|---|---|---|
| | | | |

SHEET: 1 OF 1
DATE: 1-20-2022
SCALE: 1" = 100'

PROJECT: WILLIAM CRANE
DESCRIPTION: LAND SURVEY PLAT (N PAR)
FIELD: SB — JOB NUMBER: 2021-680
DRAWN: RMS — FILE NAME: 2021-680 LSP-N PAR
CHECKED: RGR — REF. JOB NO.


Cardinal Points Surveying Inc.
(719) 253-0874 - (719) 253-0878 fax
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81005

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado
Wednesday April 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi, James Salazar.

**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, Cindy Capritta, Land Use Tech.

**Staff Members Absent**: None

**Approval of the Agenda:** Bailey motioned to approve the agenda as amended, continue CP-25-01, ODP-25-01 and Z-25-06 to the May 14th, 2025, meeting, seconded by Boston.

**Motion Passed:** 7-0

**Public Hearings:**

**6. Z-25-04 Rezone:** Parcel 527000127, 31.81 acres from Single-Family Residential (R-2) to Multiple-Residential and Office (R-5) Zone District. Staff Report by Hannah Prinzi, Planner

**Hearing**: Applicant Randy Thurston was sworn in and spoke in favor of the rezoning application. Being sworn in and speaking in opposition were: Jocelyn Martinez, and Nina Makloski. Ms. Makloski also presented Exhibit A with a petition of neighborhood signatures also in opposition.

**Commission Action:** Bailey moved to recommend the rezoning application to City Council seconded by Boston.

**Motion Passed:** 7-0.

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

# Z-25-04

| | |
|---|---|
| **TO:** | City of Pueblo, Planning and Zoning Commission |
| **FROM:** | Hannah Prinzi, Planner |
| **THROUGH:** | Scott Hobson, Acting Director of Planning and Community Development |
| **DATE:** | April 9th, 2025 |
| **SUBJECT:** | Rezone from Single-Family Residential (R-2) to Multiple-Residential and Office (R-5) Zone District |
| **APPLICANT:** | David Monassebian, Envision Pueblo |
| **PROPERTY OWNER:** | Envision Pueblo, LLC |
| **LOCATION:** | Parcel 527000127 |
| **CONCURRENT REQUESTS:** | N/A |

**REQUEST:**
Rezone 31.81 acres generally north of W 11th St and west of Donley Park from Single-Family Residential (R-2) to Multiple-Residential and Office (R-5) Zone District to facilitate the development of multifamily residences.

## BACKGROUND AND ANALYSIS:

The applicant is requesting to rezone 31.81 acres from Single-Family Residential (R-2) to Multiple-Residential and Office (R-5) Zone District to facilitate the development of multifamily residences. The parcel is generally located north of W 11 St and east of Donley Park. It is vacant and unsubdivided. The applicant will have to subdivide the parcel before they can begin development.

The subject parcel is currently zoned R-2, which is designed to retain areas primarily for single-family development. The housing options allowed by-right in an R-2 Zone District is a single-family home, manufactured home, disabled home, and townhouse. A duplex is the highest density housing option allowed in an R-2, and it is only allowed as a use by-review. The applicant would be unable to develop multifamily residences at this subject parcel if it remained as an R-2 Zone District.

The Multiple-Residential and Office (R-5) Zone District is designed to retain and provide areas of high-density multifamily dwelling unit structures with limited commingling of professional offices and studios. It therefore allows more housing choice with higher density than the Single-Family (R-2) Zone District. R-5 also allows several commercial and mixed use, including beauty salons, offices, and religious institutions. Should the

subject property be rezoned to R-5, the applicant could develop multifamily residences. Furthermore, the subject parcel is designated as Urban Neighborhood by the 2022 Regional Comprehensive Plan. Urban Neighborhood calls for higher density residences and a mix of housing types, including single-family homes, duplexes, and multi-family housing. According to the Comprehensive Plan, the density range for the Urban Neighborhood Future Land Use Area is "6 to 16 units per acre but could be higher in some locations." Depending upon how the site is developed, the maximum gross density for the site, based on 16 units per acre, is 508.96 units. This calculation does not take into consideration land that must be dedicated to streets, landscaping, open space, parking, and public utilities. It is very unlikely that the applicant could achieve 508 units at the subject property.

The rezoning site is located adjacent to W 11th St, which is classified as a minor arterial roadway. According to the City of Pueblo Roadway Classification Design Standards and Policies, minor arterial roadways provide for high-capacity roadways, which connect neighborhoods, areas, and regional features with many points of access. Generally high density residential, mixed commercial and residential uses, or commercial uses are suitable adjacent to arterial roadways.

**LAND USE AND PLANNING COMMENTS**
**CHARACTER AND COMPATIBILITY**

| | | |
|---|---|---|
| **Site Character:** | The site is 31.81 acres of vacant and undeveloped land. | |
| **Neighborhood Compatibility:** | North | Government Use (S-1) and Single-Family Residential (R-2) Zone Districts; vacant land, Cesar Chaves Clubhouse, and Ersilia Cruz Park |
| | East | Single-Family Residential (R-2) Zone District; Single-family homes |
| | South | Agricultural Four (A-4) Zone District; Fire Protection Service |
| | West | Industrial (I-2), Agricultural Four (A-4), and Single-Family Residential (R-2) Zone Districts; telecommunications, and vacant land |
| **Comprehensive Plan Compliance:** | The subject site is designated as Urban Neighborhood by the Pueblo Regional Comprehensive Plan, 2022. Urban Neighborhoods are designed for centrally located neighborhoods and newer neighborhoods with a mix of housing types. This rezoning would facilitate new residential development adjacent to a single-family residential neighborhood platted with gridded streets.<br><br>The proposed rezoning to facilitate infill residential development is in line with the the Comprehensive Plan. | |

| **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 higher density housing. The applicant intends to**

**develop the property with multi-family residences and is therefore compatible with the Comprehensive Plan.**

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 **Not submitted**

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:**

**Purpose of R-5 Zone District Standards:**
The standards of the Multiple-Residential and Office (R-5) Zone District are designed to retain and provide areas of high-density multifamily dwelling unit structures with limited commingling of professional offices and studios. The district allows a range of housing options, including a one-family residence, duplex, condominium, and multifamily residence given the housing is accompanied by appropriate off-street parking spaces and landscaping.

**RECOMMENDED ACTION:**
If the Planning and Zoning Commission makes the necessary findings, a recommendation to City Council for approval of the rezone request is appropriate.

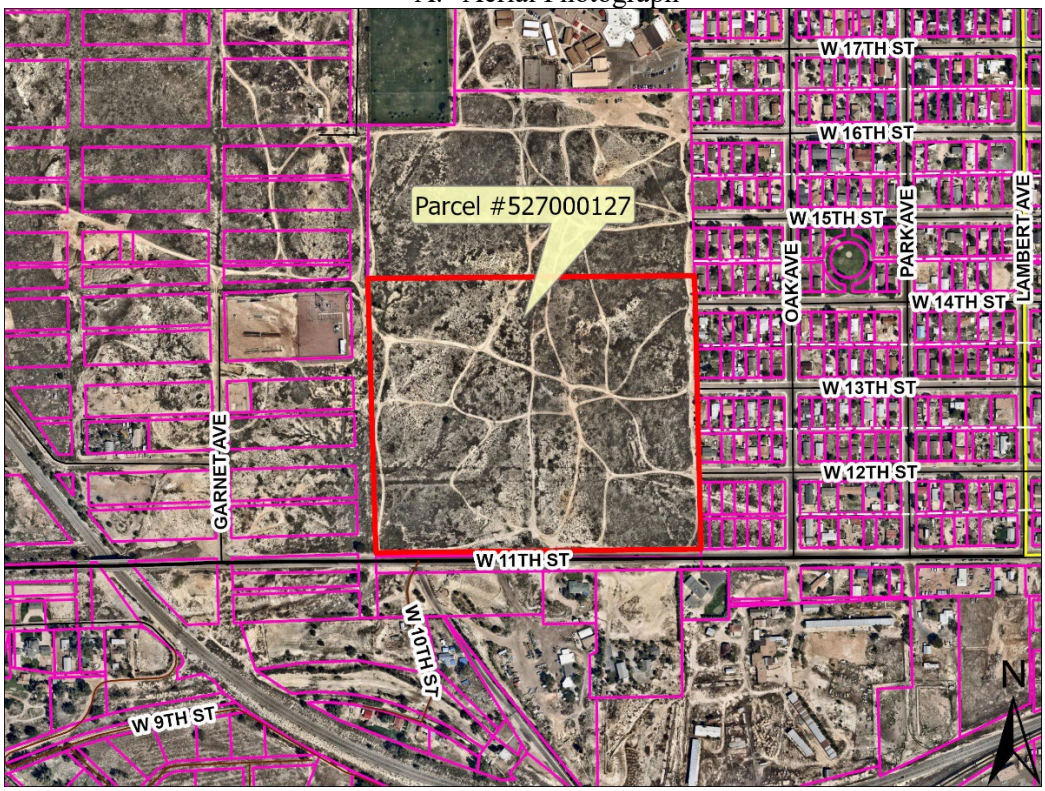
**REFERRAL AGENCIES AND COMMENTS:**

- City Public Works- No Comment
- City Transportation- No Comment
- City Law Department- No Comment
- Pueblo Regional Building Department- No Comment. Permits (and plan review where needed) will be required for any new construction or modification.
- City Fire Department- No Comment.
- City Wastewater- No Comment. Wastewater is comfortable moving forward with the rezoning after the applicant acknowledged they would be responsible for offsite improvements due to insufficient capacity of the existing mains caused by flows generated from the development.
- City Stormwater-No comment
- City Parks and Recreation Department- No Comment
- Xcel Energy- No Comment
- Black Hills Energy- No Comment
- CDOT- No Comment

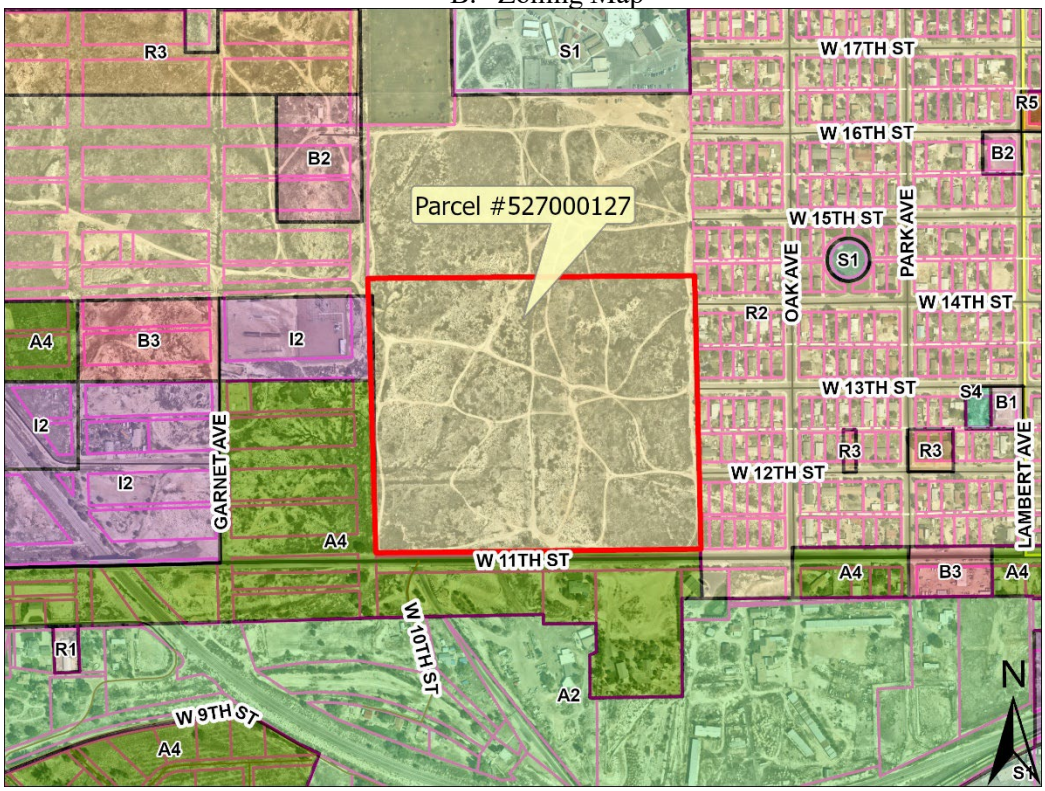
**ATTACHMENTS:**

**A. Aerial Photograph**
**B. Zoning Map**
**C. Comprehensive Plan Map**
**D. Site Photographs**
**E. Zoning Exhibit**
**F. Site Plan**

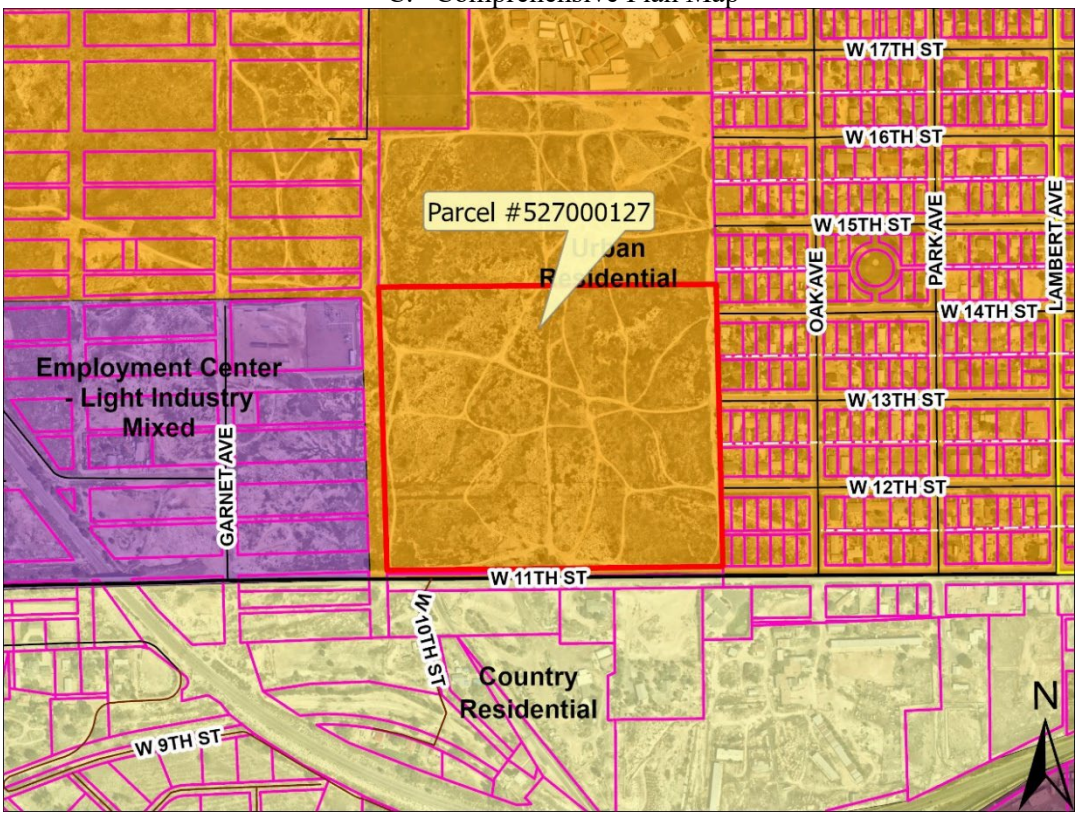
A. Aerial Photograph




B. Zoning Map

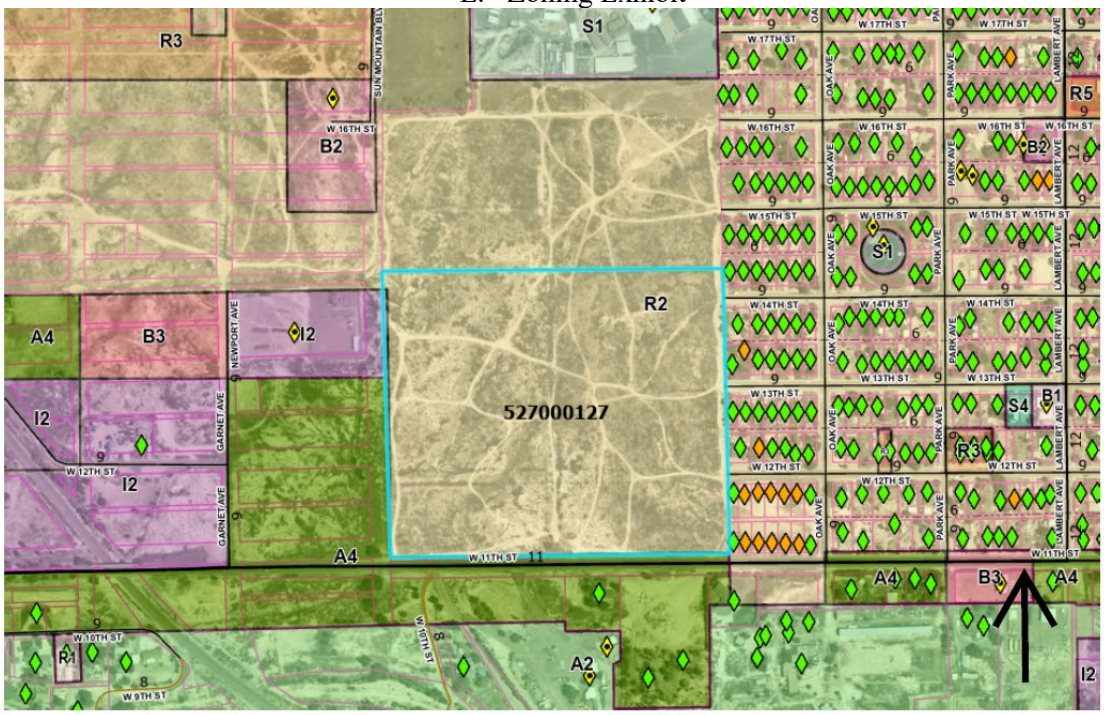


C. Comprehensive Plan Map




D. Site Photos, Public Notice

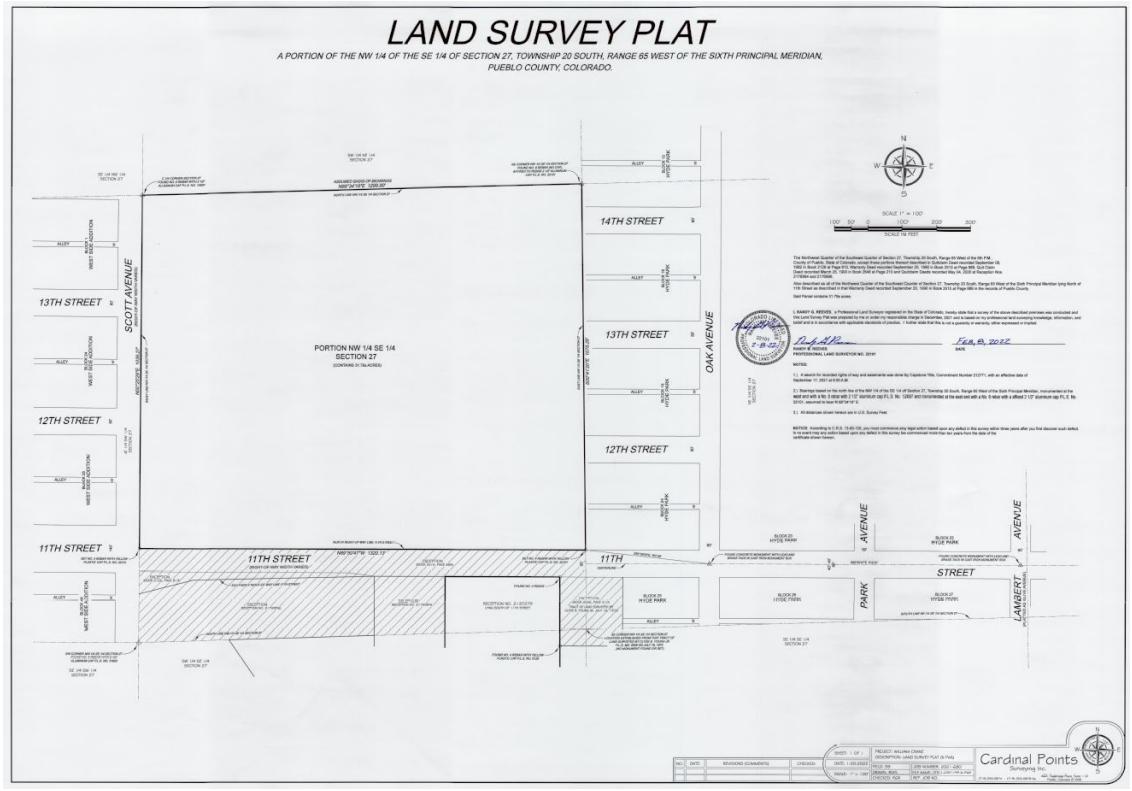
E. Zoning Exhibit




Legal Description: NW 1/4 SE 1/4 LESS 3.123A + LESS 0.278A SOLD 27-20-65 FORMERLY 527000117

Rezone from R-2 to R-5

F. Site Plan



March 24, 2025 **AMENDED**

The City Planning and Zoning Commission will hold a public hearing on a request from **David Monassebian** for the approval of the following application:

**Z-25-04:** Rezone parcel 527000127, 31.81 acres from Single-Family Residential (R-2) to Multiple-Residential and Office (R-5) Zone District.

The Planning and Zoning Commission meeting will be held on **April 9th, 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

March 24, 2025 **AMENDED**

The City Planning and Zoning Commission will hold a public hearing on a request from **David Monassebian** for the approval of the following application:

**Z-25-04:** Rezone parcel 527000127, 31.81 acres from Single-Family Residential (R-2) to Multiple-Residential and Office (R-5) Zone District.

The Planning and Zoning Commission meeting will be held on **April 9th, 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

March 24, 2025 **AMENDED**

The City Planning and Zoning Commission will hold a public hearing on a request from **David Monassebian** for the approval of the following application:

**Z-25-04:** Rezone parcel 527000127, 31.81 acres from Single-Family Residential (R-2) to Multiple-Residential and Office (R-5) Zone District.

The Planning and Zoning Commission meeting will be held on **April 9th, 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

March 24, 2025 **AMENDED**

The City Planning and Zoning Commission will hold a public hearing on a request from **David Monassebian** for the approval of the following application:

**Z-25-04:** Rezone parcel 527000127, 31.81 acres from Single-Family Residential (R-2) to Multiple-Residential and Office (R-5) Zone District.

The Planning and Zoning Commission meeting will be held on **April 9th, 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

CASE NUMBER: Z-25-04

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 2704 W. 11th to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

March 24, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION
By: Cindy Capuchin

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 2704 W. 11th. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

March 24, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION
By: Cindy Capuchin

| Owner | OwnerStree | OwnerCity | Own | OwnerZip |
|---|---|---|---|---|
| 2402 WEST 13TH ST LLC | 4351 S LITTLE BURNT MI | PUEBLO | CO | 81004-8734 |
| ALVAREZ ROBERT | 2409 W 13TH ST | PUEBLO | CO | 81003-1116 |
| BOARD OF WATER WORKS OF PUEBLO | PO BOX 400 | PUEBLO | CO | 81002-0400 |
| CENTEL CORPORATION | 115 W 2ND ST | PUEBLO | CO | 81003-3223 |
| COLORADO RADIO MARKETING LLC | 3824 CEDAR SPRINGS RD | DALLAS | TX | 75219-4136 |
| CORDOVA AMIE LYNN | 2410 W 13TH ST | PUEBLO | CO | 81003-1117 |
| CRAIN WILLIAM J | 2704 W 11TH ST | PUEBLO | CO | 81003-1178 |
| DRUMMOND CHRISTINA L | 2404 W 14TH ST | PUEBLO | CO | 81003-1124 |
| EDWARDS EUGENE T SR/ + EDWARDS PATRICIA | | | | 81003- |
| FERNE GRIGG | 2900 W 11TH ST | PUEBLO | CO | 3909 |
| ENVISION PUEBLO LLC | 8 BARSTOW RD APT 7I | GREAT NEC | NY | 11021-3548 |
| FERGUSON BOBBIE | 8164 S RIVER RD | MARINE CI | MI | 48039-3331 |
| GARCIA JEIMMY S | 5545 ANAHEIM WAY | DENVER | CO | 80239-3734 |
| HILL STEPHEN | 2402 W 14TH ST | PUEBLO | CO | 81003-1124 |
| HINSLEY WILBURN DALE + ZYLSTRA RUTH ANNE , | 1234 W 15TH ST | PUEBLO | CO | 81003 |
| HOLLOWAY JENNA | 2401 W 14TH ST | PUEBLO | CO | 81003-1123 |
| HOUSH PHYLLIS I | 2413 W 13TH ST | PUEBLO | CO | 81003-1116 |
| JONES MAUREEN | 2407 W 14TH ST | PUEBLO | CO | 81003-1123 |
| K R S LIVING TRUST DATED 4/24/20 | 3849 CARLILE AVE | PUEBLO | CO | 81005-1113 |
| MAKLOSKI RAYMOND A/MAKLOSKI NINA L | 2620 W 11TH ST | PUEBLO | CO | 81003-1172 |
| MEAD ANDREW JOE CANAN | 3102 MC CORMICK AVE | PUEBLO | CO | 81001-4247 |
| MEDINA JOSE F | 2615 VINEWOOD LN | PUEBLO | CO | 81005-3370 |
| MOLINA ARTURO Z/MOLINA DAMIAN J | 2402 W 15TH ST | PUEBLO | CO | 81003-1132 |
| NAUMAN APRIL S | 2412 W 15TH ST | PUEBLO | CO | 81003-1132 |
| NAVA JOSE | 2407 W 12TH ST | PUEBLO | CO | 81003-1109 |
| NEARLY CREATIVE HOMES LLC + CANDICE JACKSON TRUSTEE | 6660 DELMONICO D | COLORADO SPRINGS | CO | 80919-1899 |
| OTERO CRYSTAL | 2405 W 12TH ST | PUEBLO | CO | 81003-1109 |
| PACHECO ALBERT B/PACHECO THERESA Y | 2409 W 14TH ST | PUEBLO | CO | 81003-1123 |
| PUEBLO RANGERS INC | 2280 FALLVIEW DR | PUEBLO | CO | 81006-1724 |
| RAEL JUANITA/MORALES MANUEL F | 2404 W 13TH ST | PUEBLO | CO | 81003-1117 |
| ROCKY MOUNTAIN BUILDING AND LOAN IN | 4423 VALLI VISTA RD | COLORADC | CO | 80915-1037 |
| SAB PROPERTY SALES + MANAGEMENT CO | PO BOX 3454 | PUEBLO | CO | 81005 |
| SANCHEZ LEE/SANCHEZ RUSSELL B | 745 JACKSON ST | PUEBLO | CO | 81004-1711 |
| SKELTON JACOB / SKELTON EMMA | 2405 W 13TH ST | PUEBLO | CO | 81003-1116 |
| SPENCE KENNETH C/SPENCE JENNIFER | 2403 W 14TH ST | PUEBLO | CO | 81003-1123 |
| SPINUZZI TERRY L | 2900 W 11TH ST | PUEBLO | CO | 81003-3909 |
| STATE OF COLORADO | 1313 SHERMAN ST STE 6 | DENVER | CO | 80203-2291 |
| STIDHAM JANETTE S | 2407 W 13TH ST | PUEBLO | CO | 81003-1116 |
| SUMNER ROSANNE MARIE | 2408 W 13TH ST | PUEBLO | CO | 81003-1117 |
| TAFOYA DEBRA S/TAFOYA GILBERT | 2410 W 14TH ST | PUEBLO | CO | 81003-1124 |
| TAFOYA GILBERT D + C/O DEBORAH TAFOYA | 1003 W 12TH ST | PUEBLO | CO | 81003-2040 |
| THOMAS MONIQUE R | 2408 W 15TH ST | PUEBLO | CO | 81003-1132 |
| TOTAL BUILDING CONCEPTS LLC | 1510 LA SALLE RD | PUEBLO | CO | 81006-1230 |

| | | | | |
|---|---|---|---|---|
| TOTAL BUILDING CONCEPTS LLC | 66 N LASER DR | PUEBLO W | CO | 81007-1400 |
| TRUJILLO FRANK L | 2412 W 13TH ST | PUEBLO | CO | 81003-1117 |
| VIGIL BOBBY | 2403 W 12TH ST | PUEBLO | CO | 81003-1109 |
| VIGIL FRED | 29173 WINDROW DR | PUEBLO | CO | 81006-9631 |
| W L ENTERPRISES LTD | PO BOX 9024 | PUEBLO | CO | 81008-0024 |
| WARD TANYA S | 233 E ARVADA ST APT 21 | COLORADC | CO | 80905-7460 |
| WATKINS KEVIN L | 2406 W 13TH ST | PUEBLO | CO | 81003-1117 |

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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 AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) IN THE AMOUNT OF $25,000.00 TO DEVELOP A CAPITAL IMPROVEMENT PLAN FOR THE PUEBLO SHELTER COMPLEX; AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT NO. PL2502, AND BUDGETING AND APPROPRIATING $25,000.00 TO PROJECT NO. PL2502

## SUMMARY:

Attached is an Ordinance approving and accepting a grant in the amount of $25,000.00 from the Colorado Department of Local Affairs to develop a Capital Improvement Plan for the Pueblo Shelter Site located at 710 – 728 West 4th. This Ordinance budgets and appropriates the grant funds to Project No. CI2329 and authorizes the Mayor to sign the Grant Agreement.

## PREVIOUS COUNCIL ACTION:

City Council has not taken previous action.

## BACKGROUND:

The City of Pueblo took over ownership and operations of the Pueblo Shelter in 2024, after the dissolution of the Pueblo Rescue Mission. The City owns three parcels on the complex, located at 710 – 728 West 4th, Pueblo, CO 81003. Capital improvements are needed on each parcel to transform the property into a shelter complex, providing various services to Pueblo's unhoused citizens.

## FINANCIAL IMPLICATIONS:

There are no matching funds required for this grant. Accepting this grant will bring additional funding to the City to establish a Capital Improvement Plan. The City intends to use the final plan to apply for capital improvement grant opportunities, as soon as

late 2025.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

If the proposed Ordinance is not approved, the grant will not be accepted.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. EIAF-A0335 Exhibit B
2. EIAF-A0335 Exhibit G
3. EIAF-A0335, Summary of Terms and Conditions

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) IN THE AMOUNT OF $25,000.00 TO DEVELOP A CAPITAL IMPROVEMENT PLAN FOR THE PUEBLO SHELTER COMPLEX; AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT NO. PL2502, AND BUDGETING AND APPROPRIATING $25,000.00 TO PROJECT NO. PL2502

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

SECTION 1.

Grant Agreement Number EIAF-A0335 dated April 15, 2025 (“Agreement”) between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Department of Local Affairs, to develop a capital improvement plan for foe Pueblo Shelter complex, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk is authorized to affix the seal of the City thereto and attest the same

SECTION 3.

Project No. PL2502 is hereby established.

SECTION 4.

Funds in the amount of $25,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. PL2502.

SECTION 5.

The officers and staff of the City are hereby authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to effectuate the transactions described therein.

SECTION 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

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



# EXHIBIT B – SCOPE OF PROJECT (SOP)

## 1. PURPOSE

**1.1. Energy Impact**. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

## 2. DESCRIPTION OF THE PROJECT(S) AND WORK

**2.1. Project Description**. The Project consists of the development of a capital improvement plan for the Pueblo Rescue Mission complex in the City of Pueblo, Colorado.

**2.2. Work Description**. The City of Pueblo (Grantee) will hire a qualified consultant firm to develop a capital improvement plan for the existing Pueblo Rescue Mission complex located at 710 and 728 West 4th Street in Pueblo, Colorado. Work includes: the development of a capital improvement plan for the construction and rehabilitation of the Pueblo Rescue Mission complex including, identification of new infrastructure to house pets, creation of outdoor lockers, and a private communal space with limited amenities. The plan will help advance the Individuals with Disabilities Education Act (IDEA), promote long term affordability and cost analysis, the creation of a priority list for necessary improvements and maintenance of the facility, and an implementation plan for the City. This plan will also help guide decision making for Grantee as it relates to combatting homelessness in the community. Grantee will provide DOLA with electronic copies of accepted plan and proof of Substantial Completion prior to Project Closeout. Grantee will own all resulting documents from the plan.

**2.2.1.** A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

**2.3. Responsibilities**. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

**2.3.1.** Grantee shall notify DOLA at least 30 days in advance of Project Completion.

**2.4. Recapture of Advanced Funds**. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

**2.5. Eligible Expenses**. Eligible expenses shall include: Consultant Services fees, Bid process, bonding and insurance, and legal fees.

## 3. DEFINITIONS

**3.1. Project Budget Lines**.

**3.1.1.** "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

**3.2.** "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

## 4. DELIVERABLES

**4.1. Outcome.** The final outcome of this Grant is to develop and utilize a capital improvement plan that will aid in future decision making regarding the homeless community in the City of Pueblo, Colorado..

**4.2. Service Area.** The performance of the Work described within this Grant shall be located in the City of Pueblo, Colorado.

**4.3. Performance Measures.** Grantee shall comply with the following performance measures:

| **Milestone/Performance Measure/Grantee will:** | **By:** |
|---|---|
| Put Project out to bid. | Within 120 days after the Effective Date of this |

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



| | |
|---|---|
| | Intergovernmental Grant Agreement. |
| Award and finalize subcontract(s). | Within 60 days of bid opening. |
| Provide DOLA with Project Timeline. | Within 60 days after the Effective Date of the subcontract(s). |
| Provide DOLA with an electronic copy of the accepted plan and proof of Substantial Completion (i.e. Certificate of Occupancy, Certificate of Completion, Board motion of approval, and lien waiver). | To be included with the Project Final Report. |
| Submit Quarterly Pay Requests | **See §4.5.2 below** |
| Submit Quarterly Status Reports | **See §4.5.2 below** |
| Submit Project Final Report | June 29, 2025 |

**4.4. Budget Line Adjustments**.

**4.4.1. Grant Funds**. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

**4.4.2. Other Funds**. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such "Other Funds" is not less than the amount set forth in **§6.2** below. Grantee may increase the Total Project Cost with "Other Funds" and such change does not require an amendment or option letter. DOLA will verify the Grantee's contribution of "Other Funds" and compliance with this section at Project Closeout.

**4.5. Quarterly Pay Request and Status Reports.** Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

**4.5.1.** For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

**4.5.2.** Specific submittal dates.

| Quarter | Year | Due Date | Pay Request Due | Status Report Due |
|---|---|---|---|---|
| **2nd (Apr-Jun)** | **2025** | **JULY 15, 2025*** | **Yes** | **Yes** |
| **3rd (Jul-Sep)** | **2025** | **October 30, 2025** | **Yes** | **Yes** |
| **4th (Oct-Dec)** | **2025** | **January 30, 2026** | **Yes** | **Yes** |
| **1st (Jan-Mar)** | **2026** | **April 30, 2026** | **Yes** | **Yes** |
| **2nd (Apr-Jun)** | **2026** | **JULY 15, 2026*** | **Yes** | **Yes** |
| **3rd (Jul-Sep)** | **2026** | **October 30, 2026** | **Yes** | **Yes** |

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



| | | | | |
|---|---|---|---|---|
| **4th (Oct-Dec)** | **2026** | **January 30, 2027** | **Yes** | **Yes** |
| **1st (Jan-Mar)** | **2027** | **April 30, 2027** | **Yes** | **Yes** |

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

**4.6. DOLA Acknowledgment.** The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

## 5. PERSONNEL

**5.1. Responsible Administrator**. Grantee's performance hereunder shall be under the direct supervision of **Melissa Nereson Cook, Housing Administrator, (mcook@pueblo.us)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this **§5**. Such administrator shall be updated through the process in **§5.3**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

**5.2. Other Key Personnel**. **None.** Such key personnel shall be updated through the process in **§5.3**.

**5.3. Replacement**. Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with **§15** of the Grant.

**5.4. DLG Regional Manager**: **Tara Marshall, (719) 250-6944, (tara.marshall@state.co.us)**

**5.5. DLG Regional Assistant**: **Desiree Sandoval, (719) 924-2087, (desiree.sandoval@state.co.us)**

## 6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of **§6.2**, Budget, below.

**6.1. Matching/Other Funds.** Grantee shall provide **at least 50%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of **§6.2** below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

**6.2. Budget**

| Budget Line(s) | | Total Project Cost | Grant Funds | Other Funds | Other Funds Source |
|---|---|---|---|---|---|
| **Line #** | **Cost Category** | | | | |
| **1** | Consultant Services | $50,000 | $25,000 | $25,000 | Grantee |
| | **Total** | **$50,000** | **$25,000** | **$25,000** | |

## 7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in **§7** of the Grant.

**7.1. Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

| Payment | Amount | |
|---|---|---|
| Interim Payment(s) | $23,750 | Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses. |

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



| | | |
|---|---|---|
| Final Payment | $1,250 | Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports. |
| **Total** | **$25,000** | |

**7.2. Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to $100 per year for administrative expenses.

## 8. ADMINISTRATIVE REQUIREMENTS

**8.1. Reporting**. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

**8.1.1. Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to DOLA in accordance with **§4.5** of this **Exhibit B**.

**8.1.2. Final Reports.** Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

**8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

**8.2.1. Subgrantee/Subcontractor**. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

**8.3. Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

**8.3.1. Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

**8.3.2. Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**8.3.3. Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

**8.3.4. Substitution.** The bonding requirements in this **§8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than $50,000.

## 9. CONSTRUCTION/RENOVATION.

The following subsections shall apply to construction and/or renovation related projects/activities:

**9.1. Plans & Specifications**. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



**9.2. Procurement**. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

**9.3. Subcontracts**. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

**9.4. Standards**. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



# OPTION LETTER #Insert # Here

## SIGNATURE AND COVER PAGE

| | | |
|---|---|---|
| **State Agency**<br>Department of Local Affairs (DOLA) | **DLG Portal Number**<br>Insert DLG Portal number for this Project | **Option Letter CMS Number**<br>Insert CMS number for this Amendment |
| **Grantee**<br>**Insert Grantee's Full Legal Name** | **Previous CMS #(s)**<br>Insert CMS number for orig Agreement, and any prior chg docs | |
| **Project Number and Name**<br>Insert DOLA's project number and name | **Grant Amount**<br>Initial Award: $Insert orig award amt<br>Option Letter ## and date effective/spendable: $0.00<br>Option Letter ## and date effective/spendable: $0.00<br>**Total Grant Amount: $Insert total award to date** | |
| **DOLA Regional Manager**<br>Choose an item. | | |
| **DOLA Regional Assistant**<br>Choose an item. | | |
| **Funding Account Codes**<br>Enter CTGG1 number | **Program Name**<br>Energy & Mineral Impact Assistance Program (Acctg Dropdwn EIAF) | |
| **Prior Grant Agreement Expiration Date**<br>Month Day, Year | **Current Grant Agreement Expiration Date**<br>Month Day, Year | |

## THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

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

**STATE OF COLORADO**
**Jared S. Polis GOVERNOR**
**Colorado Department of Local Affairs**

By: _____

Maria De Cambra, Executive Director

Date: _____

## ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

**CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.**

**STATE CONTROLLER**
**Robert Jaros, CPA, MBA, JD**

By: _____

Beulah Messick, DOLA Controller Delegate

Effective Date: _____

SAMPLE

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



1) **OPTIONS:** Choose all applicable options listed in §1 and in §2

☐ a. Option to extend *(use this option for Extension of Time)*

☐ b. Change in the Grant Award Amount within the current term *(use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)*

☐ c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) *(use this Option to redistribute existing Grant Funds between budget lines)*

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:

**a. For use with Option 1(a):** In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2** of **Exhibit B** are deleted and replaced with the following:

| **Milestone/Performance Measure** | **By:** |
|---|---|
| Put Project out to bid. | Within __ days of the Effective Date of this Intergovernmental Grant Agreement. |
| Award and finalize subcontract(s) and/or sub-grant(s). | [give target date] |
| Provide DOLA with Project Timeline | Within __ days of the Effective Date of the subcontract(s). |
| Contractor mobilization/begin Work. | Within __ days of the Effective Date of the subcontract(s). |
| Submit Quarterly Pay Requests | **See §4.5.2 below** |
| Submit Quarterly Status Reports | **See §4.5.2 below** |
| Submit Project Final Report | [give date certain] |

| **Quarter** | **Year** | **Due Date** | **Pay Request** | **Status Report** |
|---|---|---|---|---|
| **1st (Jan-Mar)** | **2024** | **April 30, 2024** | **Yes** | **Yes** |
| **2nd (Apr-Jun)** | **2024** | **JULY 15, 2024*** | **Yes** | **Yes** |
| **3rd (Jul-Sep)** | **2024** | **October 30, 2024** | **Yes** | **Yes** |
| **4th (Oct-Dec)** | **2024** | **January 30, 2025** | **Yes** | **Yes** |
| **1st (Jan-Mar)** | **2025** | **April 30, 2025** | **Yes** | **Yes** |
| **2nd (Apr-Jun)** | **2025** | **JULY 15, 2025*** | **Yes** | **Yes** |
| **3rd (Jul-Sep)** | **2025** | **October 30, 2025** | **Yes** | **Yes** |
| **4th (Oct-Dec)** | **2025** | **January 30, 2026** | **Yes** | **Yes** |
| **1st (Jan-Mar)** | **2026** | **April 30, 2026** | **Yes** | **Yes** |
| **2nd (Apr-Jun)** | **2026** | **JULY 15, 2026*** | **Yes** | **Yes** |
| **3rd (Jul-Sep)** | **2026** | **October 30, 2026** | **Yes** | **Yes** |
| **4th (Oct-Dec)** | **2026** | **January 30, 2027** | **Yes** | **Yes** |

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

**b. For use with Option 1(b):** In accordance with **Section 7(A)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Grantee's Name**, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

| **Budget Line(s)** | | | | |
|---|---|---|---|---|

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



| Line # | Cost Category | Total Project Cost | Grant Funds | Other Funds | Other Funds Source |
|---|---|---|---|---|---|
| | Architectural/Engineering Services | $ 0.00 | | | Grantee |
| | Construction/Improvement of Public Roadways | | | | Grantee |
| | **Total** | **$ 0.00** | **$ 0.00** | **$ 0.00** | |

| Payment | Amount | |
|---|---|---|
| Interim Payment(s) | | Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses. |
| Final Payment | | Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports. |
| **Total** | | |

**c. For use with Option 1(c):** In accordance with **Section 7(D)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

| Budget Line(s) | | Total Project Cost | Grant Funds | Other Funds | Other Funds Source |
|---|---|---|---|---|---|
| Line # | Cost Category | | | | |
| | Architectural/Engineering Services | $ 0.00 | | | Grantee |
| | Construction/Improvement of Public Roadways | | | | Grantee |
| | **Total** | **$ 0.00** | **$ 0.00** | **$ 0.00** | |

**3) Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

SAMPLE

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9

# State of Colorado Intergovernmental Grant Agreement
# SUMMARY OF TERMS AND CONDITIONS

| | | |
|---|---|---|
| **State Agency**<br>Department of Local Affairs (DOLA) | **DLG Portal Number**<br>EIAF-A00335 | **CMS Number**<br>198233 |
| **Grantee**<br>City of Pueblo | **Grant Award Amount**<br>$25,000.00 | **Retainage Amount**<br>$1,250.00 |
| **Project Number and Name**<br>EIAF-A0335 - Pueblo Homeless Shelter Planning | **Performance Start Date**<br>The later of the Effective Date or April 10, 2025 | **Grant Expiration Date**<br>March 31, 2027 |
| **Project Description**<br>The Project consists of the development of a capital improvement plan for the Pueblo Rescue Mission complex in the City of Pueblo, Colorado. | **Program Name**<br>Energy & Mineral Impact Assistance Program ( EIAF )<br>**Funding Source**<br>STATE FUNDS<br>**Catalog of Federal Domestic Assistance (CFDA) Number**<br>N/A | |
| **DOLA Regional Manager**<br>**Tara Marshall, (719) 250-6944, (tara.marshall@state.co.us)** | **Funding Account Codes**<br>CTGG1 NLAA 202500003895 | |
| **DOLA Regional Assistant**<br>**Desiree Sandoval, (719) 924-2087, (desiree.sandoval@state.co.us)** | **VCUST#**<br>**14170** | **Address Code CN002 EFT** |

## THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

**DEPARTMENT OF LOCAL AFFAIRS**
PROGRAM REVIEWER

DocuSigned by:
Angie Cue
45D2B7CF50DE4BD...

By: Angie Cue, EIAF Program Manager

Date: 4/15/2025 | 10:50 AM PDT

**STATE OF COLORADO**
Jared S. Polis, Governor
**DEPARTMENT OF LOCAL AFFAIRS**
Maria De Cambra, Executive Director

Signed by:
geoff.alexander
C4E3A701EADF4E9...

By: Maria De Cambra, Executive Director

Date: 4/15/2025 | 9:26 PM MDT

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the "**Effective Date**").

**STATE CONTROLLER**
**Robert Jaros, CPA, MBA, JD**

DocuSigned by:
Beulah Messick - DOLA
090ACD88A721474...

By: Beulah Messick, Controller Delegate
Department of Local Affairs

**Effective Date:** 4/17/2025 | 8:07 AM MDT

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



## TERMS AND CONDITIONS

### 1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "Grantee") an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

### 2. TERM

**A.** Initial Grant Term and Extension

The Parties' respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

**B.** Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

**C.** *Reserved.*

### 3. AUTHORITY

Authority to enter into this Intergovernmental Grant Agreement exists in the law as follows:

**A.** *Reserved.*

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



**B.** State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

## 4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

**A.** "**Budget**" means the budget for the Work described in **Exhibit B**.

**B.** "**Business Day**" means any day on which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

**C.** *Reserved*.

**D.** "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

**E.** "**Grant**" or "**Intergovernmental Grant Agreement**" means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

**F.** "**Grant Funds**" or "**Grant Award Amount**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

**G.** "**Grant Expiration Date**" means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

**H.** "**Performance Start Date**" means the later of the Performance Start Date or the Effective Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

**I.** "**Exhibits**" means the following exhibits attached to this Intergovernmental Grant Agreement:

**i.** **Exhibit B**, Scope of Project

**ii.** **Exhibit G**, Form of Option Letter

**J.** "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an amendment, or an Option Letter.

**K.** *Reserved*.

**L.** *Reserved*.

**M.** "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



**N.** "**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.

**O.** "**Initial Term**" means the time period between the Performance Start Date and the initial Grant Expiration Date.

**P.** "**Matching Funds**" or "**Other Funds**" means funds provided by the 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.** *Reserved.*

**S.** *Reserved.*

**T.** *Reserved.*

**U.** *Reserved.*

**V.** "**Services**" means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.

**W.** "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to 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.

**X.** "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

**Y.** "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

**Z.** "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

**AA.** *Reserved.*

**BB.** "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

**CC.** *Reserved.*

**DD.** *Reserved.*

**EE.** *Reserved.*

**FF.** "**Work**" means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



**GG.** "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

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

## 5. PURPOSE

The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. The purpose of this Grant is described in **Exhibit B**.

## 6. SCOPE OF PROJECT

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

## 7. 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 Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

**i.** The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

**ii.** The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.

**iii.** 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.

**B.** *Reserved*.

**C.** Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement 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,

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



taxes or penalties of any nature, except as required by Grantee's laws or policies.

**D.** Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. The State shall only reimburse allowable costs 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).

**i.** Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

**E.** Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

**F.** Erroneous Payments

The State may 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. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant 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.

## 8. 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 period described in **§7.E**.

**B.** Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

## 9. 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

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

**B.** Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. 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.** Audits

Grantee shall comply with all State and federal audit requirements.

## 10. CONFIDENTIAL INFORMATION-STATE RECORDS

**A.** Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI (payment card information) 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 (CJI) Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act (HIPAA) for all protected health information (PHI) and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**B.** Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



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 Personally Identifiable Information (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., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification on an annual basis, attached as an exhibit, if applicable. Grantee's duty and obligation to certify as set forth in the exhibit shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

## 11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



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.

## 12. 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.

## 13. REMEDIES

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

## 14. 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.

## 15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§15**.

## 16. 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.

## 17. 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

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



condition of this Intergovernmental Grant 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.

## 18. GENERAL PROVISIONS

**A.** Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

**B.** Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

**C.** Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement.

**D.** Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

**E.** Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start 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 Agreement by reference.

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



**G.** Order of Precedence

In the event of a conflict or inconsistency between this Intergovernmental Grant Agreement and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

**i.** Colorado Special Provisions in **§19** of the main body of this Grant;

**ii.** Any executed Option Letter and Amendment;

**iii.** The provisions of this Intergovernmental Grant Agreement; and

**iv.** The provisions of any exhibits to this Intergovernmental Grant Agreement.

**H.** Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

**I.** Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

**J.** Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

**K.** Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**L.** Accessibility

i. Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.

ii. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by 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.

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

**M.** *Reserved*.

## 19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant 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 State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant 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 Grantee 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 Intergovernmental Grant Agreement. Grantee 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.

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.

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9



**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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant Agreement, including, without limitation, immediate termination of this Intergovernmental Grant 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 Intergovernmental Grant 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.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** April 28, 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 PUEBLO SCHOOL DISTRICT 60 IN THE AMOUNT OF $1,000 TO SPONSOR THE 65TH ANNUAL PUEBLO SUMMER MUSICAL WHICH WILL TAKE PLACE JULY 12 - 13 AT 2:00 PM AND JULY 14 -17 AT 7:00 PM AT THE SANGRE DE CRISTO ARTS CENTER

## SUMMARY:

Attached for consideration is a request for support of Pueblo School District 60 in the amount of $1,000 to sponsor the 2025 65th Annual Pueblo Summer Musical taking place July 12th-13th at 2:00 PM and July 14th-17th at 7:00 PM at the Sangre de Cristo Arts Center.

## PREVIOUS COUNCIL ACTION:

Council supported this event for $1,000 in 2018, 2019, 2020, and 2024.

## BACKGROUND:

City Council Member Sarah Martinez is requesting $1,000 to sponsor the Pueblo School District 60 2025 65th Annual Pueblo Summer Musical. The 65th Annual Pueblo Summer Musical will be held July 12th-13th at 2:00 PM and July 14th-17th at 7:00 PM at the Sangre de Cristo Arts Center.

In August 1959, a cherished Pueblo tradition was born – The Pueblo Summer Musical. Now celebrating its 65th Anniversary, this beloved production continues to unite the community with the Broadway version of Rodgers & Hammerstein's Cinderella. Each year, 75 to 100 actors and musicians from across southern Colorado bring the magic of musical theater to life. For six performances every July, nearly 3,000 audience members gather to witness the stage transform into a world of enchantment and storytelling.

Sponsorship helps generate much-needed revenue for our program and allows us to provide invaluable educational experiences to our Performing Arts students and quality entertainment for our community.

**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 Pueblo School District 60.

**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. 4.3.25 Sponsorship Request - Pueblo Summer Musical
2. 2025 Contingencies (Council) District 60 - Pueblo Summer Musical

RESOLUTION NO.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO SCHOOL DISTRICT 60 IN THE AMOUNT OF $1,000 TO SPONSOR THE 65TH ANNUAL PUEBLO SUMMER MUSICAL WHICH WILL TAKE PLACE JULY 12 - 13 AT 2:00 PM AND JULY 14 -17 AT 7:00 PM AT THE SANGRE DE CRISTO ARTS CENTER

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 Pueblo School District 60 to sponsor the 65th Annual Pueblo Summer Musical taking place July 12-13 at 2:00 PM and July 14-17 at 7:00 PM at the Sangre de Cristo Arts 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: April 28, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

**Dear Friends,**

In August 1959, a cherished Pueblo tradition was born—the Pueblo Summer Musical. Now celebrating its ***65th Anniversary***, this beloved production continues to unite the community with **The Broadway Version of *Rodgers & Hammerstein's Cinderella***. Each year, 75 to 100 young actors and musicians from across Southern Colorado bring the magic of musical theater to life. For six performances every July, nearly 3,000 audience members gather to witness the stage transform into a world of enchantment and storytelling.

Because ticket sales alone cannot cover our costs, we ask you to consider becoming one of our donors. Sponsorships and advertising help generate much-needed revenue for our program and will be used to help offset production expenses, such as royalties, sets, costumes, publicity, personnel, and venue. These expenses allow our cast and crew to produce the highest quality opportunities for our young Performing Arts students! Please consider helping us provide invaluable educational experiences and quality entertainment for our community. Donations from friends at any level are welcome, and we ask that you consider supporting this year's production.

**Sponsorship Levels:**

**$50 to $249 – The Pumpkin Patch:** Sponsors will receive Playbill recognition

**$250 to $499 – The Castle Keepers:** Sponsors will receive **2 tickets** to a performance of their choice and Playbill recognition

**$500 to $999 – Prince Charming's Guard:** Sponsors will receive **4 tickets** to a performance of their choice, recognition in Playbill, curtain speech, and on the Pueblo School District 60 Fine Arts website

**$1,000 to $1,999 – Fairy Godmother's Magical Mentors:** Sponsors will receive **6 tickets** to a performance of their choice, recognition in Playbill, curtain speech, and on the Pueblo School District 60 Fine Arts website, *and* a cast photo

**$2,000+ – The Royal Ball Patrons:** Sponsors will receive **8 tickets** to a performance of their choice, recognition in Playbill, curtain speech, on the Pueblo School District 60 Fine Arts website, *and* posters and all media or promotional materials, a cast photo, *and* a signed show poster. *Arrangements must be made by Monday, June 2, 2025, to be included in posters and banners.*

*Sponsors receiving tickets will need to contact the box office to select their seats for the performance of their choice. Tickets will be available beginning June 5, 2025.*

I appreciate your consideration!

Sincerely,
**Todd Albrecht**, *Director*
Phone: (719) 429-1917
Email: TAlbrecht9286@msn.com

**Make checks payable to** "Pueblo City Schools/Summer Musical"
*(To receive recognition in the program, checks must be received by June 6, 2025)*

**65th Annual**

**Pueblo Summer Musical**

**Show Dates & Times**

Saturday and Sunday

July 12th – 13th
2:00pm

Monday – Thursday

July 14th – 17th
7:00pm

**Cost**

$20

**Location**

Sangre de Cristo

Arts Center

210 N. Santa Fe Ave.

Pueblo, CO 81003

11:00am – 4:00pm

Tuesday – Saturday

(719) 295-7200

sdc-arts.org

| DATE | BALANCE IN 2025 CONTINGENCIES ACCOUNT | | DEBIT | CREDIT | BALANCE |
|---|---|---|---|---|---|
| | Beginning Balance | | | | $ 100,000.00 |
| 1/13/25 | Boys & Girls Club Champions of Youth Dinner | | $ 2,000.00 | | $ 98,000.00 |
| 1/27/25 | Pueblo Chamber Annual Gala and Citizen of the Year Table | | $ 1,000.00 | | $ 97,000.00 |
| 1/27/25 | Mt Carmel Veterans Salute to Heroes | | $ 2,000.00 | | $ 95,000.00 |
| 2/10/25 | Super Team PCSO St. Baldrick's | | $ 1,000.00 | | $ 94,000.00 |
| 2/10/25 | Latino Chamber of Commerce Annual Dinner Rio Carnival | | $ 1,100.00 | | $ 92,900.00 |
| 2/10/25 | Team Pueblo Volleyball | | $ 1,000.00 | | $ 91,900.00 |
| 2/10/25 | Greater Pueblo Chamber for Delegation from Chihuahua | | $ 2,140.12 | | $ 89,759.88 |
| 2/24/25 | Kadoya Gallery The Dig Talks | | $ 1,200.00 | | $ 88,559.88 |
| 2/24/25 | Mariposa Center for Safety - Chocolate Indulgence | | $ 800.00 | | $ 87,759.88 |
| 3/24/25 | BITS of Freedom Kentucky Derby Party | | $ 2,000.00 | | $ 85,759.88 |
| 3/24/25 | ARC of Pueblo Golden Tortilla | | $ 1,000.00 | | $ 84,759.88 |
| 3/24/25 | Junior League Tour a Truck | | $ 1,500.00 | | $ 83,259.88 |
| 3/24/25 | Child Advocacy Center National Child Abuse Prevention Month | | $ 1,000.00 | | $ 82,259.88 |
| 4/14/25 | Pueblo Zoofari | | $ 2,000.00 | | $ 80,259.88 |
| 4/14/25 | Latino Chamber of Commerce 40 Under 40 Awards | | $ 1,000.00 | | $ 79,259.88 |
| 4/14/25 | Memorial Hall / Pueblo Has Talent | | $ 1,900.00 | | $ 77,359.88 |
| 4/14/25 | El Movimiento Sigue - Cinco De Mayo | | $ 2,000.00 | | $ 75,359.88 |
| 4/14/25 | Pueblo Library District Book Lovers Ball and Summer Reading | | $ 2,000.00 | | $ 73,359.88 |
| 4/4/25 | District 60 - Pueblo Summer Musical | | $ 1,000.00 | | $ 72,359.88 |
| | | | | | $ 72,359.88 |
| | | | | | $ 72,359.88 |
| | | |

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** April 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Joe Latino, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO MAD FRESH PRODUCTIONS IN THE AMOUNT OF $2,500 TO SPONSOR THE 2025 SUMMER HIP HOP FESTIVAL FROM 11:00 AM TO 7:00 PM AT MINERAL PALACE PARK ON JULY 19, 2025.

## SUMMARY:

Attached for consideration is a request for support of Mad Fresh Productions in the amount of $2,500 to sponsor the 2025 Summer Hip Hop Festival from 11:00 AM to 7:00 PM at Mineral Palace Park on July 19, 2025.

## PREVIOUS COUNCIL ACTION:

Council supported this event in 2023 for $1,500 and in 2024 for $2,000.

## BACKGROUND:

City Council Member Joe Latino is requesting $2,500 to sponsor Mad Fresh Productions' third Annual Summer Hip Hop Festival. The Summer Hip Hop Festival will take place on July 19, 2025, from 11:00 AM to 7:00 PM at Mineral Palace Park. This is a free event featuring food trucks, vendors, Bgirl Battles, Breakin Battles, DJs, graffiti art battles, and dance crews with prizes for competition winners and workshops for kids.

## FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $2,500 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Mad Fresh Productions.

## BOARD/COMMISSION RECOMMENDATION:

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

City Council could choose not to authorize funding for this purpose.

**RECOMMENDATION:**

This Resolution is at the request of Council Member Joe Latino.

**ATTACHMENTS:**

1. 4.9.25 Sponsorship Request - Summer Hip Hop Festival - Mad Fresh Productions
2. Mad Fresh Productions - Secretary of State - Pulled 4.11.2025
3. 2025 Contingencies (Council) Summer Hip Hop Festival

RESOLUTION NO.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO MAD FRESH PRODUCTIONS IN THE AMOUNT OF $2,500 TO SPONSOR THE 2025 SUMMER HIP HOP FESTIVAL FROM 11:00 AM TO 7:00 PM AT MINERAL PALACE PARK ON JULY 19, 2025.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $2,500 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Mad Fresh Productions to sponsor the 2025 Summer Hip Hop Festival from 11:00 AM to 7:00 PM Mineral Palace Park on July 19, 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: April 28, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

city of PUEBLO colorado

# CITY OF PUEBLO SPONSORSHIP REQUEST

Date of Request: April 8th, 2025

Name: Javier Quiñones

Business/Non-Profit Name: Mad Fresh Productions

Phone: 719-491-3493 E-Mail: hiphop@madfreshproductions.org

Name of Event/Program: 3rd Annual Hip-Hop festival

Date of Event/Program: July 19, 2025 Amount requested: $2500

***Supporting documents must be attached to this request***

Make check payable to:

Business/Non-Profit Name: Mad Fresh Productions

Address: 1425 E. 19th Street
Pueblo, CO, 81001

Phone: 719-491-3493

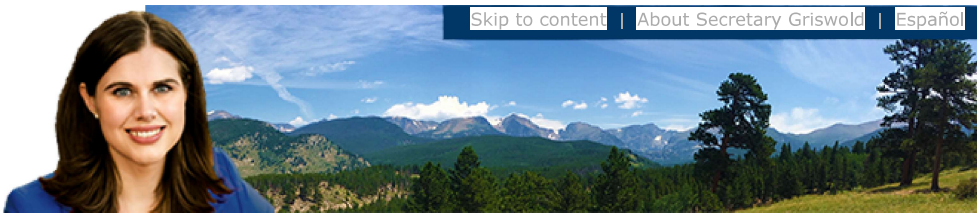
**Please note:** If the payee listed above is not an established vendor with the City of Pueblo, the application must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo we will confirm the information listed above. If the information does not match our records, it must be updated before payment can be processed.

---

***OFFICE USE ONLY:***

Amount approved: _____ Supporting Councilmember: _____

Agenda date: _____ Vendor Confirmation Date: _____



# 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** | Mad Fresh Productions | | |
| **Status** | Good Standing | **Formation date** | 04/17/2023 |
| **ID number** | 20231412346 | **Form** | Nonprofit Corporation |
| **Periodic report month** | April | **Jurisdiction** | Colorado |
| **Principal office street address** | 1425 E 19th St, Pueblo, CO 81001, US | | |
| **Principal office mailing address** | 1425 E 19th St, Pueblo, CO 81001, US | | |

| Registered Agent | |
|---|---|
| **Name** | Javier Quinones |
| **Street address** | 1425 E 19th St, Pueblo, CO 81001, US |
| **Mailing address** | 1425 E 19th St, Pueblo, CO 81001, US |

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

Back

| DATE | BALANCE IN 2025 CONTINGENCIES ACCOUNT | | DEBIT | CREDIT | BALANCE |
|---|---|---|---|---|---|
| | Beginning Balance | | | | $ 100,000.00 |
| 1/13/25 | Boys & Girls Club Champions of Youth Dinner | | $ 2,000.00 | | $ 98,000.00 |
| 1/27/25 | Pueblo Chamber Annual Gala and Citizen of the Year Table | | $ 1,000.00 | | $ 97,000.00 |
| 1/27/25 | Mt Carmel Veterans Salute to Heroes | | $ 2,000.00 | | $ 95,000.00 |
| 2/10/25 | Super Team PCSO St. Baldrick's | | $ 1,000.00 | | $ 94,000.00 |
| 2/10/25 | Latino Chamber of Commerce Annual Dinner Rio Carnival | | $ 1,100.00 | | $ 92,900.00 |
| 2/10/25 | Team Pueblo Volleyball | | $ 1,000.00 | | $ 91,900.00 |
| 2/10/25 | Greater Pueblo Chamber for Delegation from Chihuahua | | $ 2,140.12 | | $ 89,759.88 |
| 2/24/25 | Kadoya Gallery The Dig Talks | | $ 1,200.00 | | $ 88,559.88 |
| 2/24/25 | Mariposa Center for Safety - Chocolate Indulgence | | $ 800.00 | | $ 87,759.88 |
| 3/24/25 | BITS of Freedom Kentucky Derby Party | | $ 2,000.00 | | $ 85,759.88 |
| 3/24/25 | ARC of Pueblo Golden Tortilla | | $ 1,000.00 | | $ 84,759.88 |
| 3/24/25 | Junior League Tour a Truck | | $ 1,500.00 | | $ 83,259.88 |
| 3/24/25 | Child Advocacy Center National Child Abuse Prevention Month | | $ 1,000.00 | | $ 82,259.88 |
| 4/14/25 | Pueblo Zoofari | | $ 2,000.00 | | $ 80,259.88 |
| 4/14/25 | Latino Chamber of Commerce 40 Under 40 Awards | | $ 1,000.00 | | $ 79,259.88 |
| 4/14/25 | Memorial Hall / Pueblo Has Talent | | $ 1,900.00 | | $ 77,359.88 |
| 4/14/25 | El Movimiento Sigue - Cinco De Mayo | | $ 2,000.00 | | $ 75,359.88 |
| 4/14/25 | Pueblo Library District Book Lovers Ball and Summer Reading | | $ 2,000.00 | | $ 73,359.88 |
| 4/28/25 | District 60 - Pueblo Summer Musical | | $ 1,000.00 | | $ 72,359.88 |
| 4/28/25 | Mad Fresh Productions - Summer Hip Hop Festival | | $ 2,500.00 | | $ 69,859.88 |
| | | | | | $ 69,859.88 |
| | | | | | $ 69,859.88 |
| | | |

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Joe Latino, Councilor

SUBJECT: AN ORDINANCE CREATING A NEW SECTION 14 OF CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE RELATING TO PEDESTRIAN SAFETY AND ACCESS TO SIDEWALKS AND PUBLIC RIGHTS-OF-WAY IN THE DOWNTOWN BUSINESS AREA OF THE CITY

## SUMMARY:

Attached for consideration is an Ordinance creating a new Section 14 of Chapter 1 of Title XV of the Pueblo Municipal Code that would prohibit persons from sitting or lying down in public rights-of-way in the Downtown Business Area during regular business hours.

## PREVIOUS COUNCIL ACTION:

This Ordinance was proposed and defeated in 2022.

## BACKGROUND:

City Council Member Joe Latino requested the re-introduction of this Ordinance prohibiting persons from sitting or lying down in public rights-of-way in the Downtown Business Area during regular business hours. The attached Ordinance is modeled after similar ordinances adopted in Colorado.

## FINANCIAL IMPLICATIONS:

The financial implications of this Ordinance are currently unknown.

## BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

## STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

**ALTERNATIVES:**

City Council could decide not to adopt the attached Ordinance.

**RECOMMENDATION:**

None.

**ATTACHMENTS:**

1. Ordinance

ORDINANCE NO.

AN ORDINANCE CREATING SECTION 14 OF CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE RELATING TO PEDESTRIAN SAFETY AND ACCESS TO SIDEWALKS AND PUBLIC RIGHTS-OF-WAY IN THE DOWNTOWN BUSINESS AREA OF THE CITY

WHEREAS, City Council finds that it is beneficial to encourage pedestrian-friendly and shared walkways in the City, particularly in the Downtown Business Area; and

WHEREAS, persons obstructing walkways cause unreasonable harm and inconvenience to pedestrians and persons utilizing wheelchairs or with other mobility issues; and

WHEREAS, because City Council's concern is about the mobility of persons near businesses and not ***who*** is causing the obstruction, the intent of the City Council is for this Ordinance to apply to ***all*** people violating the Ordinance, and not certain segments of the population; and

WHEREAS, the City Council finds that the City has a compelling interest in encouraging and preserving a vital, pedestrian-friendly City particularly in the Downtown Business Area of the City; and

WHEREAS, when persons misuse public walkways it makes those City facilities unavailable to others who want or need to use them; and

WHEREAS, the City Council desires to minimize the congestion on the sidewalks and public rights-of-way to make the Downtown Business Area more hospitable to local citizens as well as to out of town visitors, thereby promoting economic vitality; and

WHEREAS, the City Council is committed to maximizing the public health, safety and welfare of the citizens of and visitors to the City; and

WHEREAS, public sidewalks are constructed and maintained for the primary purpose of providing safe and unimpaired passage of pedestrians rather than for sitting down or lying down; and

WHEREAS, the use of sidewalks and other public rights-of-way for purposes of sitting or lying down creates significant and serious safety concerns for pedestrians, and vehicles as well as for those sitting or lying down in those areas; and

WHEREAS, weather conditions during a portion of the year, including ice and snow, increase the hazards associated with access to sidewalks and public rights-of-way in the Downtown Business Area; and

WHEREAS, the City of Pueblo is host to many tourists and out of town travelers who are not familiar with the sidewalks and public rights-of-way, leading to increased concerns over safety and accessibility and conflicts with those who are using those areas for purposes other than their primary intended uses: and

WHEREAS, there are established benches and other places to rest within the Downtown Business Area that will afford more than adequate opportunities for persons to sit down or rest; and

WHEREAS, the surface of alleys, streets, curbs, parking spaces and other public rights-of-way are constructed and maintained for the primary purpose of providing safe and unimpaired passage of pedestrians and vehicles rather than for sitting or lying down; and

WHEREAS, the presence of persons sitting on the sidewalks and public rights-of-way is unexpected, creating a sense of hazard and disorder that discourages people from visiting the Downtown Business Area; and

WHEREAS, persons who attempt to avoid the dangers and disorder caused by people sitting or lying down on the sidewalks are often required to avoid the congestion and danger by walking in the streets, thereby creating even greater hazards to pedestrians and traffic; and

WHEREAS, the alleys in close proximity to the streets located in the Downtown Business Area are used for primary access to businesses in the alleys by pedestrians visiting those businesses, causing conditions similar to those on the sidewalks downtown. People sitting and lying in the alleys or other rights-of-way create dangerous interactions with traffic and service vehicles such as delivery trucks, garbage trucks and utility vehicles. People sitting or lying down near solid waste receptacles could suffer serious injury during operations to pick up those items; and

WHEREAS, there are legitimate circumstances where a person may be required to sit or temporarily lie down on sidewalks, and reasonable exceptions to the restrictions are appropriate and are identified in this Ordinance; and

WHEREAS, the City Council finds that the adoption of the restrictions contained herein will promote pedestrian safety and accessibility and are in the best interests of the public health, safety and welfare of the City; NOW, THERFORE,

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

SECTION 1.

The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

SECTION 2.

Section 15-1-14 of Chapter 1 of Title XV of the Pueblo Municipal Code is hereby added to the Pueblo Municipal Code to read as follows:

**Sec. 15-1-14. – Obstruction of Public Rights-of-Way.**

**(1) As used herein, "Public Right-of-Way" shall be defined as any public sidewalk, street, railway, alley, parking space, curb, or other publicly owned property intended for pedestrian or vehicular travel.**

**(2) As used herein, "centerline" shall be defined as the entire public right-of-way to include any public sidewalk, railway, alley, parking space, curb, or other publicly owned property intended for pedestrian or vehicular travel.**

**(3) As used herein, the "Downtown Business Area" shall be defined as the area beginning at the intersection of W 13th and N Elizabeth St., east along centerline of W 13th St. to the center of Interstate 25; thence south along the center of existing or future Interstate 25 to the northern edge of the railroad lines at an approximate location of 38° 15'48.369" N, 104° 36'18.691" W. thence SW along the northern edge of the railroad to a point on the top of the Arkansas River levee at an approximate latitude and longitude of 38° 15'38.319" N, 104° 36'57.711" W; thence NW along the top of the levee to an approximate location of 38° 15'50.625" N, 104° 37'11.123" W; thence NE at 43 degrees for a distance of ~2139 ft. to the centerline of N Elizabeth St. at approximately 38° 16'4.9" N, 104° 36'51.34" W; continuing north along the centerline of N Elizabeth St. to the point of beginning at the intersection of W 13th St. and N Elizabeth St. The area included within the above description shall include the full width of all described railroad, street, or alley rights-of-way, including all public sidewalks.**

**(4) As used herein, the "Bessemer Business Area" shall be defined as the area beginning at the intersection of Amherst Avenue and Cambridge Avenue, thence south along the centerline of Cambridge Avenue, thence continuing south along the centerline of Moore Avenue to intersection of Moore Avenue and Baystate Avenue, thence east along the centerline of Baystate Avenue to the intersection of Baystate Avenue and S Prairie Avenue, thence north along the centerline of S Prairie Avenue to the intersection of S Prairie Avenue and W Northern Avenue, thence east along the centerline of W Northern Avenue continuing east along the centerline of E Northern Avenue to the intersection of E Northern Avenue and S Santa Fe Avenue, thence north along the centerline of S Santa Fe Avenue to the intersection of S Santa Fe Avenue and E Mesa Avenue, thence west along the**

**centerline of E Mesa Avenue continuing west along the centerline of W Mesa Avenue to the intersection of W Mesa Avenue and S Prairie Avenue, thence north along the centerline of S Prairie Avenue to the intersection of S Prairie Avenue and Amherst Avenue, thence west along the centerline of Amherst Avenue to the point of the beginning at the intersection of Amherst Avenue and Cambridge Avenue. The area included within the above description shall include the full width of all described railroad, street, or alley rights-of-way, including all public sidewalks.**

**(5) As used herein, the "Mesa Junction Business Area" shall be defined as the area beginning at the intersection of Lake Avenue and E Abriendo Avenue, and continuing west along the centerline of E Abriendo Avenue to the intersection of E Abriendo Avenue and S Main Street, thence following the centerline of S Main Street to the intersection of S Main Street and Church Place, thence along the centerline of Church Place to the intersection of Church Place and S Union Avenue, thence south along the centerline of S Union Avenue to the intersection of S Union Avenue and E Abriendo Avenue, thence west along the centerline of E Abriendo Avenue to the intersection of E Abriendo Avenue and Jackson Street, thence south along the intersection of Jackson Street to the intersection of Jackson Street and W Evans Avenue, thence east along the centerline of W Evans Avenue to the intersection of W Evans Avenue and Lake Avenue, thence north along the centerline of Lake Avenue to the point of the beginning at the intersection of Lake Avenue and E Abriendo Avenue. The area included within the above description shall include the full width of all described railroad, street, or alley rights-of-way, including all public sidewalks.**

**(6) As used herein, the "Highway 50 Business Area" shall be defined as the area beginning at the intersection of W 28th Street and N Elizabeth Street and continuing north along the centerline of N Elizabeth Street to the intersection of N Elizabeth Street and Fortino Boulevard, thence west along the centerline of Fortino Boulevard to the intersection of Fortino Boulevard and Kachina Drive, thence east along the centerline of US Highway 50 Frontage Road, continuing along the centerline of Club Manor Drive to the intersection of Club Manor Drive and US Highway 50, thence east to the intersection of US Highway 50 and N Elizabeth Street, thence south along the centerline of N Elizabeth Street to the point of the beginning at the intersection of N Elizabeth Street and W 28th Street. The area included within the above description shall include the full width of all described railroad, street, or alley rights-of-way, including all public sidewalks.**

**(7) As used herein, the "Eastside Business Area" shall be defined as the area beginning at the intersection of E 4th Street and Interstate 25 and continuing east along the centerline of E 4th Street to the centerline of N Hudson Avenue. The area included within the above description shall include the full width of all described railroad, street, or alley rights-of-way, including all public sidewalks.**

**(8) It shall be unlawful for any person to sit, kneel, recline, or lie down in the Downtown Business Area, Bessemer Business Area, Mesa Junction Business**

**Area, Highway 50 Business Area, and the Eastside Business Area upon any surface of any Public Right-of-Way, or upon any bedding, chair, stool, or any other object placed upon the surface of any Public Right-of-Way, between the hours of 7:00 a.m. and 10:00 p.m.**

**(9) The following activities or circumstances shall not be deemed to be a violation of this section:**

**a. The person is experiencing a bona fide medical emergency.**

**b. The person has a disability or is utilizing a wheelchair, walker, crutches, or other similar mobility assisting device within the Public Right-of-Way.**

**c. The person is sitting or lying on furniture or other objects installed in or placed upon the Public Right-of-Way by the City, or by others with a license or permit issued by the City, that are intended primarily to allow persons to sit or rest, including items such as chairs, benches, and low walls.**

**d. The person is a child in a stroller.**

**e. The person is attending a parade, festival, performance, rally, demonstration, meeting, or other special event conducted pursuant to a permit or license issued by the City.**

**(10) No peace officer shall issue a citation or otherwise enforce this Section against any person until the peace officer first seeks voluntary compliance and unless the person continues to engage in conduct that is prohibited by this Section after having been notified by a peace officer that the conduct violates the provisions of this Section.**

**(11) Violation of this Section is a civil infraction. Upon conviction for a first violation of this Section, the Municipal Court shall impose a fine not to exceed one hundred dollars ($100.00). Upon a second or subsequent conviction for the violation of this Section, the Municipal Court shall impose a fine not to exceed two hundred dollars ($200.00).**

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 therein.

SECTION 4.

This Ordinance shall become effective thirty (30) days after final action by the Mayor and City Council.

**Action by City Council:**

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

Final adoption of Ordinance by City Council on _____.

_____

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____

Mayor

**Action by City Council After Disapproval by the Mayor:**

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

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

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

_____

President of City Council

ATTEST

_____

City Clerk

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) PEACE OFFICERS MENTAL HEALTH SUPPORT GRANT PROGRAM, IN THE AMOUNT OF $100,000, ESTABLISHING PROJECT NUMBER PS2501, AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2501

## SUMMARY:

This Ordinance approves a grant award from the Department of Local Affairs and approves and accepts an initial grant award of $100,000.00 into Project PS2501.

## PREVIOUS COUNCIL ACTION:

City Council approved Resolution No. 10439, which authorized staff to submit an application requesting an award of this grant annually since 2020.

## BACKGROUND:

The Peace Officers Mental Health Support grant program within the Department of Local Affairs (DOLA) is available for local law enforcement agencies to engage mental health professionals who can provide on-scene response services to support peace officers' handling of persons with mental health disorders and counseling services for peace officers.

This grant will improve the mental health of officers of the Pueblo Police Department by offering professional counseling for officers involved in shooting, fatal use of force, and other critical incidents. Contracted services from a qualified, competent mental health provider will be provided, in person or remotely, to peace officers involved in job-related traumatic situations. Services may include trauma therapy and treatment. Peace officers may choose to use a different counselor and may be reimbursed for their out-of-pocket expenses.

Following trauma exposure, an individual experiences one or more aspects of physical and psychological symptoms that can affect their mental health. According to the American Journal of Managed Care, critical incident stress debriefing is a practice that allows officers to both process and reflect on the traumatic events they've experienced and gain personal control around the incident.

Training and resources through this grant will be used exclusively for the sworn law enforcement members of the Pueblo Police Department.

**FINANCIAL IMPLICATIONS:**

This grant is 100% funded by DOLA, with no matching funds. This grant requires monitoring, auditing, and submission of financial documents which will impact the city with staffing costs.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable.

**STAKEHOLDER PROCESS:**

The Pueblo Police Department supports the award and appropriation of the funds to establish additional mental health support for its officers.

**ALTERNATIVES:**

Decline this grant offer from the Department of Local Affairs Peace Officers Mental Health Support.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Terms and Conditions

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) PEACE OFFICERS MENTAL HEALTH SUPPORT GRANT PROGRAM, IN THE AMOUNT OF $100,000, ESTABLISHING PROJECT NUMBER PS2501, AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2501

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept grants from the state government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the State of Colorado Department of Local Affairs has tendered a Grant Award Letter including Terms and Conditions (the "Award") in the amount of $100,000.00 for law enforcement training purposes for the Peace Officers Mental Health Support upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the Award for the purposes for which it has been made is in the best interest of the City of Pueblo and will benefit the health, welfare, and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The Award of the State of Colorado Department of Local Affairs Peace Officer Mental Health Support grant funding in the amount of $100,000.00 is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Pueblo Police Department is empowered to apply for and accept additional grant awards pursuant to the Grant Agreement as those funds are made available by the State of Colorado.

SECTION 3.

Project number PS2501 is hereby established in the Public Safety Grants Fund. All current and future funds accepted under this Ordinance shall be budgeted and appropriated into project number PS2501 by the Finance Department.

SECTION 4.

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

consistent with this Ordinance and to implement the policies and procedures described therein.

SECTION 5.

This Ordinance shall become effective upon final action by the Mayor and City Council.

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on April 14, 2025.

Final adoption of Ordinance by City Council on April 28, 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

Docusign Envelope ID: A183FA3C-A2FD-4CEF-814D-26579338D810

| POMH |
|---|
| CTGG1 NLAA 202500003638 |

# STATE OF COLORADO INTERGOVERNMENTAL GRANT AGREEMENT SUMMARY OF TERMS AND CONDITIONS

| | | |
|---|---|---|
| **State Agency**<br>Department of Local Affairs (DOLA) | **DLG Portal Number**<br>POMH-25-002 | **CMS Number**<br>197050 |
| **Grantee**<br>City of Pueblo | **Grant Award Amount**<br>$100,000.00 | |
| **Project Number and Name**<br>POMH-25-002 Pueblo - Peace Officer Behavioral Health Support | **Performance Start Date**<br>The later of the Effective Date or February 21, 2025 | **Grant Expiration Date**<br>June 30, 2026 |
| **Project Description**<br>The Project consists of providing Grant Funds to the City of Pueblo for provision of counseling services to peace officers and their immediate families. | **Program Name**<br>Peace Officer Behavioral Health Support and Community Partnerships Grant Program (POMH) | |
| | **Funding Source**<br>STATE FUNDS | |
| | **Catalog of Federal Domestic Assistance (CFDA) Number**<br>N/A | |
| **DOLA POMH Program Manager**<br>**Ella Bowman, (303) 864-7896,** Ella.bowman@state.co.us | **Funding Account Codes**<br>PM2502 | |
| **VCUST#** **14170** | **Address Code** **AD001** **WARR** | |

## THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

**DEPARTMENT OF LOCAL AFFAIRS**
PROGRAM REVIEWER

DocuSigned by:
Ella Bowman
682EDC49C2BC4B5...

By: Ella Bowman, POMH Program Manager

Date: 2/24/2025 | 12:47 PM PST

**STATE OF COLORADO**
Jared S. Polis, Governor
**DEPARTMENT OF LOCAL AFFAIRS**
Maria De Cambra, Executive Director

Signed by:
Maulid Miskell
590E1B45E7884A4...

By: Maria De Cambra, Executive Director

Date: 3/4/2025 | 11:41 PM MST

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the "**Effective Date**").

**STATE CONTROLLER**
**Robert Jaros, CPA, MBA, JD**

DocuSigned by:
Beulah Messick - DOLA
090ACD88A721474...

By: Beulah Messick, Controller Delegate
Department of Local Affairs

**Effective Date:** 3/11/2025 | 7:47 PM MDT

Docusign Envelope ID: A183FA3C-A2FD-4CEF-814D-26579338D810



## TERMS AND CONDITIONS

### 1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "Grantee") an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

### 2. TERM

**A.** Initial Grant Term and Extension

The Parties' respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

**B.** Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

**C.** *Reserved.*

### 3. AUTHORITY

Authority to enter into this Intergovernmental Grant Agreement exists in the law as follows:

**A.** *Reserved.*

Docusign Envelope ID: A183FA3C-A2FD-4CEF-814D-26579338D810



**B.** State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

## 4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

**A.** *Reserved.*

**B.** *Reserved.*

**C.** "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

**D.** "**Exhibits**" means the following exhibits attached to this Intergovernmental Grant Agreement:

**i.** **Exhibit B**, Scope of Project

**ii.** **Exhibit G**, Form of Option Letter

**E.** "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an amendment, or an Option Letter.

**F.** *Reserved.*

**G.** *Reserved.*

**H.** "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

**I.** "**Intergovernmental Grant Agreement**" or "**Grant**" 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.

**J.** "**Grant Expiration Date**" means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

**K.** "**Grant Funds**" or "**Grant Award Amount**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

**L.** "**Incident**" means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

**M.** "**Initial Term**" means the time period between the Performance Start Date and the initial Grant Expiration Date.

**N.** *Reserved.*

**O.** **"Other Funds"** means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.

Docusign Envelope ID: A183FA3C-A2FD-4CEF-814D-26579338D810



**P.** "**Party**" means the State or Grantee, and **"Parties"** means both the State and Grantee.

**Q.** "**Performance Start Date**" means the later of the Performance Start Date or the Execution Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

**R.** *Reserved*.

**S.** "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S. and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

**T.** "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

**U.** "**Project**" means the overall project described in **Exhibit B**, which includes the Work.

**V.** "**Project Budget**" means the amounts detailed in **§6.2** of **Exhibit B**.

**W.** *Reserved*.

**X.** *Reserved*.

**Y.** "**Services**" means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.

**Z.** "**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 State personnel records not subject to disclosure under CORA.

**AA.** "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

**BB.** "**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.

**CC.** "**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.

**DD.** *Reserved*.

**EE.** "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

Docusign Envelope ID: A183FA3C-A2FD-4CEF-814D-26579338D810



**FF.** *Reserved.*

**GG.** *Reserved.*

**HH.** *Reserved.*

**II.** "**Work**" means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

**JJ.** "**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 Performance Start Date that is used, without modification, in the performance of the Work.

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

## 5. PURPOSE

The purpose of the Peace Officer Mental Health Support Grant Program is to provide grants to local law enforcement agencies for the purpose of engaging mental health professionals who can provide mental health support services to peace officers. The purpose of this Grant is described in **Exhibit B**.

## 6. SCOPE OF PROJECT

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

## 7. 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 Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

**i.** The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

**ii.** The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.

**iii.** 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.

**B.** Erroneous Payments

The State may 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

Docusign Envelope ID: A183FA3C-A2FD-4CEF-814D-26579338D810



or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant 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.

**C.** Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement 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.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Project Budget in **Exhibit B**.

**i.** Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

**E.** Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

## 8. 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 period described in **§7.E**.

**B.** Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

## 9. 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

Docusign Envelope ID: A183FA3C-A2FD-4CEF-814D-26579338D810



all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

**B.** Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

**C.** Audits

Grantee shall comply with all State and federal audit requirements.

## 10. CONFIDENTIAL INFORMATION-STATE RECORDS

**A.** Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security (http://oit.state.co.us/ois) and 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.

**B.** Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

**C.** Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State

Docusign Envelope ID: A183FA3C-A2FD-4CEF-814D-26579338D810



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.

## 11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

## 12. 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.

## 13. REMEDIES

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

## 14. 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.

## 15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal

Docusign Envelope ID: A183FA3C-A2FD-4CEF-814D-26579338D810



representative or principal representative contact information by notice submitted in accordance with this **§15**.

## 16. 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.

## 17. 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 GIA; 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 Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

## 18. GENERAL PROVISIONS

**A.** Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

**B.** Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

**C.** Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

**D.** Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

Docusign Envelope ID: A183FA3C-A2FD-4CEF-814D-26579338D810



**E.** Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start 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 Agreement by reference.

**G.** Order of Precedence

In the event of a conflict or inconsistency between this Intergovernmental Grant Agreement and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

**i.** Colorado Special Provisions in **§19** of the main body of this Grant;

**ii.** Any executed Option Letter and Amendment;

**iii.** The provisions of this Intergovernmental Grant Agreement; and

**iv.** The provisions of any exhibits to this Intergovernmental Grant Agreement.

**H.** Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

**I.** Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

**J.** Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. 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 Grant are incidental to the Grant, and do not create any rights for such third parties.

**K.** Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not

Docusign Envelope ID: A183FA3C-A2FD-4CEF-814D-26579338D810



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.

**L.** Accessibility

**i.** Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.

**ii.** Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by 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.

**iii.** 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.

## 19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant 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 State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant 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 Grantee 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

Docusign Envelope ID: A183FA3C-A2FD-4CEF-814D-26579338D810



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 Intergovernmental Grant Agreement. Grantee 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.**

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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant Agreement, including, without limitation, immediate termination of this Intergovernmental Grant 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 Intergovernmental Grant Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect,

Docusign Envelope ID: A183FA3C-A2FD-4CEF-814D-26579338D810



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.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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 APPROVING AND ACCEPTING AN EL POMAR FOUNDATION GRANT AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NO. PS 2502 FOR THE PURCHASE OF THE WILDLAND PERSONAL PROTECTIVE EQUIPMENT AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $11,000.00 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

## SUMMARY:

Attached is an agreement between the City of Pueblo, A Colorado Municipal Corporation, and the El Pomar Foundation concerning a grant award in the amount of $11,000.00 to purchase the Pueblo Fire Department wildland personal protective equipment.

## PREVIOUS COUNCIL ACTION:

Approval of similar grants in the last several recent years.

## BACKGROUND:

The department has wildland personal protective equipment used to protect the wearer from heat stressors involved in wildland firefighting. Some of this gear is ill-fitted and/or beyond its useful life that needs to be replaced. This grant provides supplemental funding to equip firefighters and fire apparatus for wildland deployments and in district responses to wildfire incidents.

## FINANCIAL IMPLICATIONS:

There is no cost to the city. Staff time will be required for project management, as well as grant monitoring and reporting.

## BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Award letter

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING AN EL POMAR FOUNDATION GRANT AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NO. PS 2502 FOR THE PURCHASE OF THE WILDLAND PERSONAL PROTECTIVE EQUIPMENT AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $11,000.00 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, A Colorado Municipal Corporation, including its Fire Department, to accept grants for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the El Pomar Foundation has tendered a grant award in the amount of $11,000.00 upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the Award for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The El Pomar Foundation grant to the City of Pueblo in the amount of $11,000.00, a true copy of which is attached hereto (“Award”), is hereby accepted in accordance with its terms and conditions and is approved. The Mayor is authorized to execute the Award acceptance in the name of and on behalf of the City.

SECTION 2.

Project No. PS2502 Wildland Personal Protective Equipment grant is hereby established. The grant amount of $11,000.00 is hereby budgeted and appropriated to Project No. PS2502 for expenditure for the purposes authorized by the grant agreement.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective immediately upon final passage.

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on April 14, 2025.

Final adoption of Ordinance by City Council on April 28, 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

MATTHEW J. CARPENTER
*Chief Operating Officer*

March 18, 2025

Barbara Huber
Fire Chief
City of Pueblo
1551 Bonforte Boulevard
Pueblo, CO 81001

Dear Barbara:

The Trustees of El Pomar Foundation are pleased to advise you they have approved a Wildland Fire Fund grant to the City of Pueblo for fire department personal protective equipment in the amount of $11,000.

Our check is enclosed. This grant is restricted to the purpose specified in this letter and is to be spent in accordance with your proposed budget. Any portion of the grant funds that are not used must be returned to the Foundation. This grant is also contingent upon the General Grant Terms and Conditions already agreed upon online when submitting the application, which can be viewed and printed by visiting https://www.elpomar.org/contract. As you communicate publicly about your grant, please refer to the communications guidelines at www.elpomar.org/presskit.

El Pomar's Trustees no longer require final reports for grants less than $25,000. However, the best place for them to get information about opportunities and challenges facing nonprofit organizations and government agencies is from those entities. We invite you to fill out either part or all of the final report to help us continue to do more and do better. If you choose not to provide a final report, it will in no way affect future grant considerations. To access the optional final report, log in to your account at https://elpomar.my.site.com/grants/ and go to "Reports" and "Open" and click the notepad icon in the "Edit" column. If you have any questions about the grant or voluntary final report, please contact the Grants Office at grants@elpomar.org.

Under the Foundation's guidelines, you will be eligible to be considered for another Wildland Fire Fund grant three years from the date of this letter. If you have any questions about the grant or final report, please contact the Grants Office at grants@elpomar.org.

Thank you for applying to El Pomar Foundation. We are honored to support the work of nonprofits across the state with our mission to enhance, encourage and promote the current and future well-being of the people of Colorado. The Trustees extend their best wishes for your continued success.

Sincerely,

Matthew J. Carpenter

Matthew J. Carpenter
MJC:eoc
COPU / 24-18016

enc.

EL POMAR FOUNDATION
10 Lake Circle
Colorado Springs, Colorado 80906
Tel: 719-633-7733
elpomar.org

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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: THIS ORDINANCE APPROVES AND ACCEPTS A WARRANTY DEED FROM NEIGHBORHOOD SERVICES, INC. FOR PROPERTY LOCATED ADJACENT TO THE CHINOOK LANE RIGHT-OF-WAY NEAR 1080 CHINOOK LANE, PUEBLO, COLORADO

## SUMMARY:

This Ordinance approves and accepts a Warranty Deed for property being conveyed to the City adjacent to the Chinook Lane right-of-way near 1080 Chinook Lane, Pueblo, Colorado.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

As part of the US-50B interchange project, the City and CDOT agreed to exchange several land parcels to facilitate construction of the new bridges. CDOT also, on behalf of the City, acquired a small parcel from Neighborhood Services, Inc., located at 1080 Chinook Lane, for the purpose of re-aligning the right-of-way of Chinook Lane for public improvements that will be installed on Chinook Lane as part of the CDOT project. The attached deed conveys the parcel designated as "RW-215" from Neighborhood Services, Inc. to the City.

## FINANCIAL IMPLICATIONS:

None.

## BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

## STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

**ALTERNATIVES:**

Failure to approve this Ordinance will mean that the Warranty Deed has not been accepted and will negatively impact and impede the Project.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. 2338083

ORDINANCE NO.

THIS ORDINANCE APPROVES AND ACCEPTS A WARRANTY DEED FROM NEIGHBORHOOD SERVICES, INC. FOR PROPERTY LOCATED ADJACENT TO THE CHINOOK LANE RIGHT-OF-WAY NEAR 1080 CHINOOK LANE, PUEBLO, COLORADO

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

SECTION 1.

The Warranty Deed ("Deed") conveying a parcel of land to the City of Pueblo, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 2.

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

SECTION 3.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on April 14, 2025.

Final adoption of Ordinance by City Council on April 28, 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

**Official Records of Pueblo County Clerk & Recorder 2338083**
**03/26/2024 02:28:26 PM Page 1 of 2**
**Warranty Deed R: $18.00 D: $5.29 Candace Rivera**

***Pursuant to 39-13-104-(1)(A) State of Colorado is exempt from documentary fee.***

# WARRANTY DEED

**THIS DEED** is dated February 28, 2024 and is made between **NEIGHBORHOOD SERVICES, INC., A COLORADO CORPORATION**, the "Grantor", and **CITY OF PUEBLO, A MUNICIPAL CORPORATION**, the "Grantee," whose legal address is 1 CITY HALL PLACE, PUEBLO, COLORADO 81003 of the City and County of Pueblo and State of Colorado.

**WITNESS**, that the Grantor, for and in consideration of the sum of Eight Thousand Eight Hundred Twenty and 00/100 Dollars ($8,820.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Pueblo, and State of Colorado, described as follows:

See attached Exhibit "A" dated April 13, 2023, for:
Project Number: BR 025A-049
Parcel Number: RW-215
Project Code: 23535

**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns: that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to: ☒ none; or ☐ the following matters:

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, *but not any adjoining vacated street or alley*, if any, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof.

**IN WITNESS WHEREOF**, the Grantor has executed this deed on the date set forth above.

SELLERS:

**Neighborhood Services, Inc., a Colorado corporation**

Richard Rivera

**By: Richard Rivera, President**

STATE OF COLORADO )
) ss.
COUNTY OF PUEBLO )

The foregoing instrument was acknowledged before me this 28 day of February, 2024, **by Richard Rivera as President of Neighborhood Services, Inc., a Colorado corporation.**

Witness my hand and official seal.
My commission expires: 06/21/2026

Brenda L Clennin
Notary Public

BRENDA L. CLENNIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064023990
MY COMMISSION EXPIRES JUNE 21, 2026

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.) Gregory Alan Jones, PLS 38243

No. 932A. Rev. 10-09. WARRANTY DEED (Page 1 of 1)

**EXHIBIT "A"**

**PROJECT NUMBER: BR 025A-049 UNIT 2**
**PARCEL NUMBER: RW-215**
**Project Code: 23535**
**Date: April 13, 2023**

**DESCRIPTION**

A tract or parcel of land, No. RW-215 of the Department of Transportation, State of Colorado, Project No. BR 025A-049 Unit 2, containing 2,940 square feet, (0.067 acres) more or less, being a portion the property described in the Office of the Pueblo County Clerk and Recorder at Reception No. 1877645, situated in the SW1/4 of Section 19, Township 20 South, Range 64 West, of the 6th Principal Meridian, in Pueblo County, Colorado, said tract or parcel of land being more particularly described as follows:

Commencing at a point from which the S1/4 corner of said Section 19, (a 3 1/4" Aluminum Cap stamped "19/30"), bears S86°36'15"E, a distance of 609.26 feet, said point being the TRUE POINT OF BEGINNING:

1. Thence S62°40'42"W, a distance of 9.82 feet;

2. Thence S00°23'55"W, a distance of 29.48 feet, to a point on the easterly right-of-way line of Chinook Lane;

3. Thence along said easterly right-of-way line, on the arc of a non-tangent curve to the right, a distance of 242.52 feet, said curve has a radius of 310.00 feet, a central angle of 44°49'24" and a long chord bearing N33°14'54"W, a distance of 236.38 feet;

4. Thence on the arc of a non-tangent curve to the left, a distance of 222.65 feet, said curve has a radius of 235.50 feet, a central angle of 54°10'07" and a long chord bearing S40°14'19"E, a distance of 214.45 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described tract or parcel of land contains 2,940 square feet, (0.067 acres) more or less.

The purpose of the above described tract or parcel of land is highway construction.

Basis of Bearings: Bearings are based on a bearing of S46°20'12"E, from the W1/4 corner of Section 19, Township 20 South Range 64 West, of the 6th Principal Meridian ( a 2" Aluminum Cap stamped "2011 - PLS37928"), to the S1/4 Corner of said Section 19, (a 3 1/4" Aluminum Cap stamped "19/30").

Prepared for and on behalf of the
Colorado Department of Transportation
Lorelei A. Ward PLS #34982
Farnsworth Group, Inc.
5775 Mark Dabling Road, Suite 190
Colorado Springs, CO 80919

1 of 1

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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 AN AMENDMENT THAT REMOVES 20 ACRES FROM THE LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, DEPARTMENT OF HUMAN SERVICES FOR THE PREMISES KNOWN AS THE LANGONI SPORTS COMPLEX

## SUMMARY:

This Ordinance would approve an Amendment to Lease Agreement with the State of Colorado, Department of Human Services which removes 20 acres from the Eastern portion of original lease for the State to development a solar photovoltaic array on that site.

## PREVIOUS COUNCIL ACTION:

On May 23, 1988, City Council approved Resolution No. 6203, which approved a Lease Agreement by and between the City of Pueblo and the State of Colorado, Department of Human Services, for the premises known as Langoni Fields. The term of this Agreement expired on June 30, 2014.

On October 14, 2014, City Council approved Ordinance No. 8786, which approved a Lease Agreement by and between the City of Pueblo and the State of Colorado, Department of Human Services for the premises known as Langoni Fields. The terms of this agreement expired June 30, 2023.

On February 12, 2024, City Council approved Ordinance No. 10649, which approved a Lease Agreement by and between the City of Pueblo and the State of Colorado, Department of Human Services for the premises known as Langoni Fields. The terms of this agreement expired June 30, 2033.

## BACKGROUND:

The Langoni Sports Complex is located on 80 acres of state-owned land that is leased

by the City for competitive and recreational Pueblo youth soccer programs. Over the past forty plus years, the City has developed the 22-acres site which includes irrigated turf athletic fields, gravel-based parking lot, 100 capacity picnic shelter, and ADA accessible restroom/concession building.

**FINANCIAL IMPLICATIONS:**

The State of Colorado has agreed to lease the Langoni Fields, aka Langoni Sports Complex, to the City for $0.00 rent. The City will continue to maintain the fields and structures on the property.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

City Council may choose not to approve the Amendment to Lease Agreement in which case, the City will no longer be able to utilize the Langoni Sports Complex for recreational purposes.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Amendment to Lease Agreement
2. Exhibit A - Property Image

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDMENT THAT REMOVES 20 ACRES FROM THE LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, DEPARTMENT OF HUMAN SERVICES FOR THE PREMISES KNOWN AS THE LANGONI SPORTS COMPLEX

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

SECTION 1.

The Amendment to Lease Agreement by and between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, Department of Human Services for the premises known as the Langoni Sports Complex attached hereto and having been approved as to form by the Assistant City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute and deliver Amendment to Lease Agreement in the name of the City and the City Clerk shall affix the Seal of the City thereto and attest the same.

SECTION 3.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the Amendment to Lease Agreement to implement the transactions, 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 April 14, 2025.

Final adoption of Ordinance by City Council on April 28, 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**
**OFFICE OF THE STATE ARCHITECT**
**REAL ESTATE PROGRAMS**

## LEASE AMENDMENT – STATE-OWNED REAL ESTATE

| | |
|---|---|
| LESSOR | **THE STATE OF COLORADO, DEPARTMENT OF HUMAN SERVICES** |
| LESSEE | **THE CITY OF PUEBLO** |
| LOCATION | **PREMISES KNOWN AS "LANGONI FIELDS"** |

INSTRUCTIONS:

1) This Lease Agreement - State-Owned Real Estate is designed for use by state agencies in leasing space in facilities owned by the State of Colorado to non-state entities.

2) If at any time a user of this form determines that a certain paragraph should not be included, simply strike through the entire paragraph following such paragraph's number and title. That way a later reviewer of the lease can immediately determine if and where the lease differs from the standard form, and subsequent paragraphs need not be renumbered to preserve sequential numbering. Each strike through should be initialed by the person signing the agreement of behalf of each party. Additions to the form should be indicated in **bold type**.

3) ***In order to use the check boxes, double click on the box and choose the checked or not checked option.***

4) Any terms and conditions unique to a particular lease may be succinctly stated under Paragraph #31, Additional Provisions. When the wording of the standard form is expected to be significantly changed to accommodate the agreement reached between the parties, the proposed language must be sent to the Real Estate Program for review and pre-approval before signature.

5) As a revenue-generating contract with no disbursement of state funds involved, the State Controller's Office is not required to approve the lease. Signature on behalf of the Attorney General's Office will be by the agency's designated legal counsel.

6) Don't forget to check the page numbers in the table of contents to accommodate spacing changes.

7) If you have questions or need assistance in using this form, call Real Estate Programs at 303-866-5458.

**STATE OF COLORADO**
**OFFICE OF THE STATE ARCHITECT**
**REAL ESTATE PROGRAMS**

**LEASE AMENDMENT – STATE-OWNED REAL ESTATE**

**TABLE OF CONTENTS**


| ITEM | PAGE |
|---|---|
| 1. PREMISES | 1 |
| 2. USE OF PREMISES | 1 |
| 3. PARKING | 2 |
| 4. LESSOR'S OWNERSHIP | 2 |
| 5. WORK REQUIREMENTS | 2 |
| 6. TERM OF LEASE | 3 |
| 7. RENT | 3 |
| 8. SERVICES AND GOVERNMENTAL CHARGES | 3 |
| 9. PAYMENT OF RENT | 4 |
| 10. SECURITY DEPOSIT | 4 |
| 11. HOLDING AFTER TERMINATION | 4 |
| 12. MAINTENANCE AND REPAIRS | 5 |
| 13. ALTERATIONS TO PREMISES | 5 |
| 14. INSURANCE | 6 |
| 15. ASSIGNMENT AND SUBLETTING | 6 |
| 16. EMINENT DOMAIN | 6 |
| 17. CASUALTY | 7 |
| 18. LESSEE'S PERSONAL PROPERTY | 7 |
| 19. DEFAULT PROVISIONS | 8 |
| 20. REMEDIES | 8 |
| 21. ENVIRONMENTAL MATTERS | 9 |
| 22. APPLICABLE LAW | 10 |
| 23. TIME FOR PERFORMANCE | 10 |
| 24. COMPLETE AGREEMENT | 10 |
| 25. CAPTIONS, CONSTRUCTION, AND BINDING EFFECT | 10 |
| 26. SEVERABILITY | 10 |
| 27. NO BENEFICIAL INTEREST | 10 |
| 28. NOTICE | 11 |
| 29. LESSOR LIABILITY EXPOSURE | 11 |
| 30. LESSEE'S INDEMNIFICATION | 11 |
| 31. ADDITIONAL PROVISIONS | 11 |
| 32. SIGNATURES | 12 |

# 1st AMENDMENT TO LEASE AGREEMENT

State-Owned Real Estate

THIS AMENDMENT TO LEASE AGREEMENT, made and entered into this 1st day of February, 2025, by and between THE STATE OF COLORADO, acting by and through the DEPARTMENT OF **HUMAN SERVICES**, hereinafter referred to as "Lessor", and **THE CITY OF PUEBLO** whose address or principal place of business is **1 City Hall Place, Pueblo CO 81003**, and hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the Lessor owns certain property herein identified, which Lessee desires to lease according to the terms of the Lease;

WHEREAS, authority exists in the Law for the Lessor to lease the property.

**WHEREAS, the Parties entered into a Lease Agreement dated April 19, 1988 (the "1988 Lease") for the lease of the premises known and described as**

**N ½ of the SE ¼ of section 23, T20S, R65W in Pueblo County (the "Premises")**

**for a term beginning July 1, 1988 and ending June 30, 2013;**

**WHEREAS, the term of the 1988 Lease was extended from June 30 2013 to June 30, 2014 in an Amendment No. 1 to Lease Agreement, dated June 18th, 2013;**

**WHEREAS, the Lessor and the Lessee entered into a new Lease Agreement for the Premises, dated July 12th, 2014, for a term beginning July 1, 2014 and ending June 30, 2023; and**

**WHEREAS the previous lease expired on 6/30/23 and tenancy has been from month-to-month pursuant to Section 11 - Termination After Holding of previous lease.**

**WHEREAS, the Lessor and the Lessee entered into a Lease Agreement for the Premises for a ten (10) year term beginning July 1, 2023 and ending June 30, 2033.**

**WHEREAS, the Lessor is now amending the lease to remove 20 acres from the Eastern portion of original lease for the development of a solar photovoltaic array.**

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PREMISES

Lessor hereby leases and demises unto Lessee the Premises, hereinafter referred to as "Premises" ~~within the building located at~~ **known and described as the NW 2/3 of the SE ¼ of section 23, T20S, R65W in Pueblo County**, hereinafter referred to as ~~"Building"~~ **"LANGONI FIELDS"** (including land, improvements and other rights appurtenant thereto). The Premises, commonly known and described as **LANGONI FIELDS**, includes approximately 58 acres ~~square feet~~ of rentable ~~floor area~~ **land**; the leased Premises being as shown on the plat attached hereto, made a part hereof and marked "Exhibit **A**".

2. Order of Precedence. The provisions of the Lease shall govern the relationship of the State and Lessor. In the event of conflicts or inconsistencies between the Lease and the First Amendment such

conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. The provisions of the First Amendment to Lease,

ii. The provisions of the main body of the Lease,

3. Except as modified by the provisions of this First Amendment to Lease, all other terms and conditions in the Lease are hereby ratified and confirmed and remain in full force and effect.

4. The effective date of this First Amendment to Lease is February 1st, 2025 or the date signed by the State Controller or his designee, whichever is later. In accordance with the requirements of 24-30-202 (1) C.R.S., as amended, this First Amendment to Lease shall not be deemed valid until it has been approved by the State Controller, or such assistant as he may designate.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year first above written.

**LESSEE:**

[Name of Landlord]

By: _____
Authorized Signatory

_____
Name

_____
Title

_____
Date

**CORPORATIONS:**
(A corporate attestation is required)

ATTEST (Seal)
By: _____
Authorized Signatory

(Corporate Secretary or Equivalent, or
Town/City/County Clerk)

**LESSOR:**

STATE OF COLORADO
Jared S. Polis, Governor
The Department of _____

By: _____

_____
Name

_____
Title

_____
Date

**OFFICE OF THE STATE ARCHITECT**
Real Estate Manager (or authorized Delegate)

By: _____

Date: _____

**LEGAL REVIEW**
Philip J. Weiser, Attorney General

Attorney General (or authorized Delegate)

By: _____

Date: _____

# Exhibit A: Property Image

See Property Description Page 1

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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 DEPOSIT AGREEMENT BETWEEN MAVERIK QOZB 2023, LLC, A UTAH LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE INSTALLATION OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROPERTY AT BLOCK 1, LOT 4 LOCATED WITHIN THE SOUTHERN COLORADO MEDICAL CENTER, FILING NO. 1 SUBDIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

Attached is an Ordinance approving the establishment of a deposit account and approving a Deposit Agreement between MAVERIK QOZB 2023, LLC, a Utah limited liability company, and the City of Pueblo, a Colorado Municipal Corporation, related to the collection of a deposit for the construction of certain required public improvements. The proposed Ordinance also authorizes the Mayor to execute the agreement on behalf of the City of Pueblo.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

Maverik purchased the property in October 2024 for the purpose of constructing a convenience store and gas station, fueling canopy, and car wash on the property. The development will contribute to and eventually cause by necessity the installation of a traffic signal and associated intersection improvements to be constructed at the intersection of Parker Boulevard and Spaulding Avenue.

## FINANCIAL IMPLICATIONS:

According to the terms of the Deposit Agreement, the City will waive the prohibition on

the issuance of a building permit and certificate of occupancy once the full amount of the deposit is received if the developer is otherwise in compliance with its development obligations. Maverik will deposit its share of the cost of construction of the required and associated intersection improvements and the City will use the deposit to cause the improvements to be constructed once fully warranted.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Failing to approve this Ordinance will prevent the City from being able to enter into the Deposit Agreement.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Deposit Agreement 2025 MAVERIK QOZB 2023 LLC partial signed

ORDINANCE NO.

AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN MAVERIK QOZB 2023, LLC, A UTAH LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE INSTALLATION OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROPERTY AT BLOCK 1, LOT 4 LOCATED WITHIN THE SOUTHERN COLORADO MEDICAL CENTER, FILING NO. 1 SUBDIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Deposit Agreement ("Agreement") by and between MAVERIK QOZB 2023, LLC., a Utah Limited Liability Company, and the City of Pueblo, a Colorado Municipal Corporation, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the Pueblo City Attorney, is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City Pueblo and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

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 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 April 14, 2025.

Final adoption of Ordinance by City Council on April 28, 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

Docusign Envelope ID: 502FB05C-6808-4255-AFEC-3A7AA95D2366

# DEPOSIT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025 by and between the CITY OF PUEBLO, a Colorado Municipal Corporation, hereinafter referred to as "City", and MAVERIK QOZB 2023, LLC, a Utah limited liability company, hereinafter referred to as "Maverik".

**W I T N E S S E T H:**

WHEREAS, Maverik is the owner and/or developer of Block 1, Lot 4 located within the Southern Colorado Medical Center, Filing No. 1 Subdivision, City of Pueblo, Colorado and legally described as set forth in Exhibit "A" ("Property"), which is attached hereto and incorporated herein; and

WHEREAS, Maverik has applied for a building permit to construct a convenience store and gas station, fueling canopy, and car wash on the Property (the "Development");

WHEREAS, the Development will contribute to and eventually cause by necessity the installation of a traffic signal and associated intersection improvements ("Improvements") to be constructed at the intersection of Parker Boulevard and Spaulding Avenue;

WHEREAS, Section 4-2-2(g), P.M.C., authorizes the Director of Public Works to condition the issuance of a building permit and certificate of occupancy upon the installation of public improvements required by the proposed construction;

WHEREAS, the City has calculated the cost of such Improvement and Developer's proportionate share of such cost in the amount of $45,000 ("Deposit"). The calculation of the costs of the Improvements and Deposit are set forth in Exhibit "B", which is attached hereto and incorporated herein; and

WHEREAS, Maverik agrees to establish a Deposit Account with the City to guarantee payment of its proportional share of the Development Costs and satisfy, in part, its development obligations.

NOW THEREFORE, in consideration of the foregoing and mutual covenants contained herein, the City and Maverik agree as follows:

Docusign Envelope ID: 502FB05C-6808-4255-AFEC-3A7AA95D2366

1. Maverik shall deposit the Development Costs in the amount of $45,000 with the City's Director of Finance. Interest, if any, which may accrue on such funds shall be paid to the City as an administrative fee in maintaining and administering this Agreement and such deposit.

2. The Deposit shall be held by the City in an interest or non-interest-bearing deposit account to be established by the Director of Finance who may disburse said funds only as herein provided. The Director of Public Works, upon written notice to the Director of Finance, may at any time withdraw the deposited funds to complete all or any part of said Improvements.

3. Until the Deposit is received by the City, the City may in its sole discretion refuse to issue any building permit or certificate of occupancy for the Development.

4. Upon receipt of the Deposit, Developer's obligations with respect to the Improvements shall be fully and completely satisfied. Nothing herein shall relieve Maverik of its obligation to install other public improvements which may be required under any existing or future building permits for the Property.

5. City and Maverik stipulate, acknowledge and agree that: (a) the Deposit amount of $45,000 is authorized by Section 4-2-2(g), P.M.C., (b) the Deposit is reasonable related to addressing the impacts imposed on the City's road network by the Development, (c) that the amount of the Deposit is roughly proportional to such impacts, and (d) the Deposit complies with all conditions and requirements set forth in Section 29-20-203, C.R.S.

6. The Parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement.

7. This Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

8. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

Docusign Envelope ID: 502FB05C-6808-4255-AFEC-3A7AA95D2366

9. 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.

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

*(SIGNATURE PAGE FOLLOWS)*

Docusign Envelope ID: 502FB05C-6808-4255-AFEC-3A7AA95D2366

**CITY OF PUEBLO**

By: _____
Heather Graham, Mayor

Approved as to form.

_____
City Attorney

**MAVERIK QOZB 2023, LLC**

Signed by:
Nicole Mason
0E14C915BE3C43D...
Nicole Mason

Docusign Envelope ID: 502FB05C-6808-4255-AFEC-3A7AA95D2366

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lot 4, Block 1, Southern Colorado Medical Center, First Filing Subdivision

Containing 2.3391 acres, more or less.

Docusign Envelope ID: 502FB05C-6808-4255-AFEC-3A7AA95D2366

# EXHIBIT "B" – ESTIMATE OF MAVERIK COST SHARE FOR IMPROVEMENTS

SUBDIVISION NAME: SOUTHERN COLORADO MEDICAL CLINIC, FILING NO. 1

DEVELOPER: MAVERIK QOZB 2023, LLC

## UPGRADES TO INTERSECTION OF PARKER BLVD. AND SPAULDING AVE.

| | | |
|---|---|---|
| INTERSECTION UPGRADES | 1 JOB | $500,000 |

Proposed work may include, but not be limited to, planning, design, and construction of the following:

- Traffic Signals
- Control Equipment
- Mast Arms and Poles
- Pedestrian Signals, Buttons, and Poles
- Signs, Striping, and Markings
- Curb and Gutter
- Sidewalk
- ADA Curb Ramps
- Electrical Service
- Electrical Wiring
- Communications/Low Voltage Wiring
- Pavement Repairs

Maverik equitable share of cost burden for intersection upgrades: 9%

**Maverik Deposit amount: $45,000**

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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 AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY RELATING TO THE USE OF 2016 BALLOT QUESTION 1A CAPITAL IMPROVEMENT PROGRAM PROJECT FUNDING FOR THE EASTSIDE PEDESTRIAN, PARKING AND STREETSCAPE IMPROVEMENTS, ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $810,145.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

This Ordinance approves an Intergovernmental Agreement ("IGA") between Pueblo, a Colorado Municipal Corporation ("City") and Pueblo County ("County") relating to the use of 2016 Ballot Question 1A Capital Improvement Program funds, and accepts, budgets and appropriates $810,145.00 for the construction phase of the Eastside Pedestrian, Parking and Streetscape Improvements Project.

## PREVIOUS COUNCIL ACTION:

Ordinance 9563, dated October 15, 2019, approved an IGA between the City of Pueblo and Pueblo County relating to the use of 2016 Ballot Question 1A Capital Improvement Program funds, established the Eastside Pedestrian, Parking and Streetscape Project, CI1914 and budgeted and appropriated $100,000 for the design phase of the Project.

Resolution 14457, dated August 24, 2020, approved an agreement for Professional Design Consulting Services with Bohannan Huston, Inc (BHI) for $64,530.

Resolution 14788, dated January 12, 2022, approved a contract amendment #1 for Final Design services with Bohannan Huston, Inc (BHI) for $29,940.

Ordinance 10147, dated April 11, 2022, approved amendment #1 to the IGA between Pueblo and Pueblo County to provide an additional $100,000 for design funds.

Resolution 14844, dated April 11, 2022, approved amendment #2 to the agreement for professional design consulting services in the amount of $59,915 with Bohannan Huston, Inc. (BHI).

## BACKGROUND:

Funds in the amount of $810,145.00 will be used for the construction phase for improvements that were identified and coordinated during the design of the Eastside Pedestrian Parking and Streetscape Improvements.

The construction phase of improvements includes parking and landscape improvements around the El Centro de Quinto Sol Park including establishing new angled parking by installing new curb, gutter, sidewalk, and pavement around the park, as well as new ADA compliant curb ramps, pedestrian lighting, turf replacement and relocating trees.

## FINANCIAL IMPLICATIONS:

Funding in the amount of $810,145.00 is accepted, budgeted and appropriated to Project Account CI1914, Eastside Streetscape Project

## BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

## STAKEHOLDER PROCESS:

None.

## ALTERNATIVES:

Currently, there are no alternatives for completing the Project without the funding from the 2016 Ballot Question 1A Capital Improvement Program Project funds.

## RECOMMENDATION:

Approve the Ordinance.

## ATTACHMENTS:

1. Eastside Construction IGA

ORDINANCE NO.

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY RELATING TO THE USE OF 2016 BALLOT QUESTION 1A CAPITAL IMPROVEMENT PROGRAM PROJECT FUNDING FOR THE EASTSIDE PEDESTRIAN, PARKING AND STREETSCAPE IMPROVEMENTS, ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $810,145.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Agreement between City of Pueblo, a Colorado Municipal Corporation, and Pueblo County relating to the use of 2016 Ballot Question 1A Capital Improvement Program Project Funds for the Eastside Pedestrian, Parking and Streetscape Improvements, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

Funds in the amount of $810,145.00 shall be accepted, budgeted and appropriated to the Eastside Pedestrian, Parking and Streetscape Improvements Project, CI1914.

SECTION 3.

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

SECTION 4.

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

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 April 14, 2025.

Final adoption of Ordinance by City Council on April 28, 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

# INTERGOVERNMENTAL AGREEMENT

(East Side Pedestrian, Parking and Streetscape Improvements)

THIS AGREEMENT is entered and is effective this ___ day of March 2025 ("Effective Date") between Pueblo County, a political subdivision of the State of Colorado, ("County") and the City of Pueblo, a Colorado municipal corporation and a home-rule municipality ("City") (collectively, the "Parties").

WITNESSETH:

WHEREAS, on November 8, 2016 Pueblo County ("County") voters passed Ballot Question 1A, which allows the County to collect, retain and spend all revenue from all sources notwithstanding the limitations of Article X, Section 20 of the Colorado Constitution ("TABOR") or other law and utilize revenues from expiring Tax Incentive Agreements.("TIA") in the amount of approximately $66 million to fund an initial list of 20 specific community improvement projects, and a list of projects as modified or supplemented from time to time, now formally known as the Capital Improvement Program ("CIP"); and

WHEREAS, Pueblo County has conducted an analysis surrounding a proposed financing utilizing Certificates of Participation and the TIA revenues, determining that financing is possible to support funding of 15 specific community improvement Projects in the CIP beginning in 2018, including the East Side Pedestrian, Parking and Streetscape Project which consists of a research and planning study to identify specific improvements that support pedestrian activity, parking and enhance streetscaping for certain streets on the East Side of the City of Pueblo which neighborhood is more particularly identified as being bounded by 4th St./Colorado State Highway 96 on the South, U.S. Highway 50 on the East and North, and I-25/Fountain Creek on the West, as are to be more specifically identified by City, a design phase and thereafter the construction of specific improvements identified in the planning study and the design. The planning and design phase is hereinafter referred to as "Project"; and

WHEREAS, the City and County entered into an Intergovernmental Agreement, dated October 17, 2019, for the planning and design phase wherein the County provided $100,000 from the 1A funds and amended said IGA to provide additional 1A funding in the amount of $89,855.00 to complete the engineering and design work; and

WHEREAS, the Parties anticipated to enter into a subsequent Intergovernmental Agreement covering the balance needed for the construction of improvements and now desire to enter into this Agreement for the construction phase, hereinafter the "Project"; and

WHEREAS, the estimated cost of the construction improvements for the Project includes parking and landscape improvements around the El Centro de Quinto Sol Park including establishing new angled parking by installing new curb, gutter, sidewalk, and pavement around the park, as well as new ADA compliant curb ramps, Pedestrian lighting, turf replacement and tree relocations in amount of $810,145.00; and,

WHEREAS, Pueblo County desires to provide $810,145.00 from the 1A funds for the Construction Phase Project currently; and

Pueblo County desires to provide $810,145.00 from the 1A funds to pay for the Project subject to and in accordance with the provisions of this written Agreement.

NOW THEREFORE, in consideration of the promises, conditions and covenants set forth herein the Parties mutually agree as follows:

1. **SPECIFIC PROVISIONS**:

1.1 The County agrees to provide the City an amount not to exceed $810,145.00 for the purpose of completing the Project. The Project includes parking and landscape improvements around the El Centro de Quinto Sol Park located at 609 E. 6th Street, Pueblo, Colorado, including establishing new angled parking by installing new curb, gutter, sidewalk, and pavement around the park, as well as new ADA compliant curb ramps, Pedestrian lighting, turf replacement and tree relocations The Parties understand that the County's obligation under this Agreement is only to fund the Project and it is the City's obligation to complete the Project. The City shall bear all risk and responsibility related to completing the same.

1.2 The City will act as the sole manager of the Project on behalf of the Parties. As such, the City will determine the method and manner in which the Project is completed, in accordance with its internal policies and procedures. However, the City must complete the Project in its entirety on or before December 31, 2025. City hereby represents and warrants to County that it will commit the human and other resources necessary to undertake and perform its obligations under this agreement and within the time period specified. City further acknowledges and intends that County rely upon this representation and warranty. Notwithstanding the foregoing, Project completion is a precedent to further County funding of the costs of construction of the improvements which are the subject of this Project.

1.3 The City shall provide written quarterly updates to the County regarding the progress of the Project and shall include copies of invoices submitted to and paid by City for the Project. The City will publicly promote the Project and periodically inform the public about the Project. County, at its expense, shall be allowed to post a sign(s) at the project site indicating that the improvements are funded by County Ballot Question 1A Funds.

1.4 Title to planning and design work product related to the Project shall vest in the City.

1.5 County received the proceeds from the issuance of debt on June 27, 2019. County will forward to City the Sum of $810,145.00 in calendar year 2025 in accordance with the further provisions of this Agreement.

1.6 Within a period not to exceed sixty (60) days after the Effective Date of this Agreement, City shall submit to County a detailed scope of the work elements to be undertaken on the Project, and a proposed budget of the agreed upon sum among the specific project work elements. The obligation of County to pay over the agreed upon sum to City shall be contingent upon the final approval by the Board of County Commissioners of the submittals required by this subsection.

County agrees to consider and take final action on the submittals within thirty (30) days of its receipt of a complete set of the required submittals. City agrees to make its representative(s) available to answer any questions the County may have on the submittals. In the event the City fails to make the required submittals within the period of time specified, County may, but shall not be required to, suspend or terminate this Agreement in order to redirect the funds to another project or projects in the CIP.

## 2. TERM AND TERMINATION:

The term of this Agreement shall begin on the Effective Date and, unless sooner terminated as provided herein, it will terminate on December 31, 2025.

## 3. CITY CONTRIBUTIONS:

City agrees that the funds committed by County pursuant to this agreement are intended by County to be, in addition to and not in substitution or replacement of, any monies previously committed or agreed to be committed by City to the project. City staff will participate and contribute to the Project planning and design team. In addition, City shall, at its sole and separate expense, maintain and carry forward the work product upon completion of the Project. City may also pursue additional funding for all of the components of the Project through applications for grants from GoCo and/or the Colorado Department of Local Affairs.

## 4. OTHER:

4.1 The City shall bear all risk and responsibility related to compliance with Article X, Section 20 of the Colorado Constitution ("TABOR") or other law which is applicable to the transactions described in this Agreement.

4.2 This Agreement constitutes the entire Agreement between the Parties and supersedes all prior and contemporaneous agreements, representations and understandings between them. This Agreement shall be construed and enforced according to the laws of the State of Colorado. No alterations, amendments, changes or modifications to this Agreement shall be valid unless they are contained in writing and executed by all Parties.

4.3 This Agreement shall be binding 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.

4.4 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 or by Certified Mail to the other party at the following addresses:

Pueblo County Department of Budget and Finance
Pueblo County Courthouse
215 West 10th Street
Pueblo, CO 81003

With a copy to:

Pueblo County Attorney's Office
Pueblo County Courthouse
215 West 10th Street, Room 312
Pueblo, CO 81003

And

Mayor's Office
#1 City Hall Place, 2nd Floor
Pueblo, CO 81003

With a copy to:

Director of Planning and Development
211 East D Street
Pueblo, CO 81003

With an additional copy to:

City Attorney's Office
#1 City Hall Place, 3rd Floor
Pueblo, CO 81003

4.5 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.

4.6 STATUS OF PARTIES: The Parties will perform their duties under this Agreement independent from each other. Neither Party, nor any employee, officer or agent thereof, will be considered to be an agent or employee of the other Party for any purpose whatsoever.

4.7 NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity

4.8 LEGAL AUTHORITY: The Parties assure that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement do hereby warrant that he/she or they have been fully authorized to execute this Agreement and to validly and legally bind their principals to all the terms, performances and provisions herein set forth.

4.9 SURVIVAL OF CERTAIN CONTRACT TERMS: Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement which may require continued performance or compliance beyond the termination date of this Agreement and shall survive such termination date and shall be enforceable by the Parties.

4.10 LIABILITY AND INSURANCE: As between the City and County, City (as the owner of the Project work product) agrees to assume the risk of personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the use of the project elements funded by County 1A dollars or by the conditions created thereby; provided, however, that nothing in this paragraph is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* City shall provide and maintain Workers' Compensation insurance coverage or self-insurance on its employees complying with the requirements of State law.

**{SIGNATURE PAGE TO FOLLOW}**

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement the day and year first written above.

ATTEST:

By: Candace Rivera
Clerk to the Board

COUNTY OF PUEBLO

By: _____
Chair, Board of County Commissioners

Date: 3/20/2025

ATTEST:

By: _____
City Clerk-
Marissa Stoller

[ S E A L]

CITY OF PUEBLO

By: _____
Mayor
Heather Graham

Date: _____

APPROVED AS TO FORM:

By: Cynthia Mitchell
County Attorney
Cynthia Mitchell

APPROVED AS TO FORM:

By: _____
City Attorney-
Carla Sikes

**RESOLUTION NO. 25-068**

**THE BOARD OF COUNTY COMMISSIONERS**
**OF PUEBLO COUNTY, COLORADO**

**APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN PUEBLO COUNTY, COLORADO AND THE CITY OF PUEBLO FOR THE CITY OF PUEBLO EAST SIDE PEDESTRIAN PARKING AND STREETSCAPE IMPROVEMENTS PROJECT**

**WHEREAS**, Colorado Constitution Article XIV, Section 18 (2)(a), and C.R.S. § 29-1-203, as amended, authorize Pueblo County and the City of Pueblo ("City") to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for the sharing of costs; and

**WHEREAS**, by Resolution No. 19-274, dated September 26, 2019, this Board entered into an Intergovernmental Agreement with the City of Pueblo whereby the County agreed to provide funding to the City of Pueblo from Pueblo County's 2016 Ballot Question IA Capital Improvement Program for construction improvements to the City of Pueblo East Side Pedestrian Parking and Streetscape Improvements Project (" Project"); and

**WHEREAS,** the City of Pueblo has completed the planning and design phase of the Project and desires to enter into a subsequent Intergovernmental Agreement covering the balance needed for the construction of improvements; and

**WHEREAS,** Pueblo County will provide $810,145.00 from the 1A funds for the construction improvements for the Project; and

**WHEREAS**, the parties desire to enter an Intergovernmental Agreement for the Construction Phase of the East Side Pedestrian, Parking and Streetscape Improvements Project.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Pueblo County, Colorado, that the Intergovernmental Agreement between Pueblo County, Colorado, and the City of Pueblo, for the funding of the East Side Pedestrian Parking and Streetscape Improvements Project, the terms and conditions of which are incorporated herein by this reference, is hereby approved and the Chair is hereby authorized to execute the same on behalf of Pueblo County.

**PASSED AND ADOPTED** this 20th day of March 2025, in Pueblo County, Colorado.

**THE BOARD OF COUNTY COMMISSIONERS**
**OF PUEBLO COUNTY, COLORADO**

By: _____
Zach Swearingen, Chair

**ATTEST:**

By: Candace Rivera
Candace Rivera, County Clerk

U:\1A\RESO\CITY OF PUEBLO IGA EAST SIDE 3-20-25.DOCX

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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 ASSISTANCE AMENDMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF $250,000, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $250,000 INTO PL2501 RELATING TO THE EPA BROWNFIELDS MULTIPURPOSE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

This Ordinance approves an Assistance Amendment which amends the budget to add additional grant funds from the U.S. Environmental Protection Agency (EPA), Grant Award No. 00I02100-1, in the amount of $250,000.

## PREVIOUS COUNCIL ACTION:

City Council passed ORD 10885 on January 27, 2025 which approved a Cooperative Agreement with the U.S. EPA, created project number PL2501 and budgeted and appropriated $750,000 for the Project.

## BACKGROUND:

The purpose of the Project is to conduct environmental assessments, hazardous materials reports, planning studies and cleanup planning for sites and corridors in the City of Pueblo. Specifically, the grant will conduct at least one cleanup of the City-owned El Centro del Quinto Sol Recreation Center. The grant also allows for broad redevelopment planning related to contamination and environmental justice in Pueblo's low- and moderate-income designated neighborhoods. This is the final amendment to bring the total project amount to the total grant award of $1,000,000.

## FINANCIAL IMPLICATIONS:

The funding source for the EPA Brownfields Multi-purpose Grant Project:

U.S. Environmental Protection Agency - Grant Award No. 00I02100-1
$250,000

This Project will require staff time from the Planning and Finance Departments for grant management and consultant oversight. The total grant award is $1,000,000. The initial $750,000 was budgeted and appropriated with ordinance ORD 10885 on January 27, 2025. With this action, the remaining $250,000 will be added to the existing Project. There is no city matching fund requirement for this grant.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

The City is forming a Brownfields Advisory Committee, made up of business owners, citizens, non-profit organizations, as well as local state agencies involved in public health and redevelopment. The grant will focus environmental assessments and redevelopment efforts within the low-and moderate-income designated neighborhoods, that primarily include Bessemer, East Side, and Downtown/West Side. Funds are also available for neighborhood wide, or site-specific, planning and redevelopment strategies.

**ALTERNATIVES:**

If the funding and Supplemental Cooperative Agreement are not approved, the Project will not be completely funded.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Assistance Amendment-OMB Form 00I02100-1

ORDINANCE NO.

AN ORDINANCE APPROVING AN ASSISTANCE AMENDMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF $250,000, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $250,000 INTO PL2501 RELATING TO THE EPA BROWNFIELDS MULTIPURPOSE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Cooperative Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the U.S. Environmental Protection Agency (EPA), Grant Award No. 00I02100-1, a copy of which is attached, having been approved to form by the City Attorney, is hereby approved.

SECTION 2.

Subject to encumbrances by the EPA, funds from Grant Award No. 00I02100-1 in the amount of $250,000 are hereby budgeted and appropriated into Project PL2501 for the EPA Brownfields Multi-Purpose Grant.

SECTION 3.

The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is directed to affix the seal of the City.

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 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 April 14, 2025.

Final adoption of Ordinance by City Council on April 28, 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

# U.S. ENVIRONMENTAL PROTECTION AGENCY

## Assistance Amendment

| | |
|---|---|
| **GRANT NUMBER (FAIN):** 00I02100<br>**MODIFICATION NUMBER:** 1<br>**PROGRAM CODE:** 4B | **DATE OF AWARD**<br>02/06/2025 |
| **TYPE OF ACTION**<br>Augmentation: Increase | **MAILING DATE**<br>02/11/2025 |
| **PAYMENT METHOD:**<br>ASAP | **ACH#**<br>80429 |

**RECIPIENT TYPE:**
Municipal

**Send Payment Request to:**
Contact EPA RTPFC at: rtpfc-grants@epa.gov

**RECIPIENT:**
CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION
DEPARTMENT OF FINANCE
PUEBLO, CO 81003-3488
**EIN:** 84-6000615

**PAYEE:**
CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION
211 East
Pueblo, CO 81003-3488

| PROJECT MANAGER | EPA PROJECT OFFICER | EPA GRANT SPECIALIST |
|---|---|---|
| Scott Hobson<br>211 E D Street<br>PUEBLO, CO 81003<br>**Email:** shobson@pueblo.us<br>**Phone:** 719-553-2259 | Ted Lanzano<br>**Email:** Lanzano.Ted@epa.gov<br>**Phone:** 303-312-6596 | John Hurla<br>Grants, Acquisitions and Inter-Agency<br>1595 Wynkoop St<br>Denver, CO 80202-1129<br>**Email:** hurla.john@epa.gov<br>**Phone:** 303-312-7047 |

**PROJECT TITLE AND EXPLANATION OF CHANGES**

Pueblo Y Zone Multipurpose

This amendment increases the federal obligated amount to City of Pueblo by $250,000 and brings the total federal funds awarded from $750,000 to $1,000,000. Administrative terms and conditions have been updated. Programmatic terms and conditions remain the same.

| BUDGET PERIOD | PROJECT PERIOD | TOTAL BUDGET PERIOD COST | TOTAL PROJECT PERIOD COST |
|---|---|---|---|
| 10/01/2024 - 09/30/2029 | 10/01/2024 - 09/30/2029 | $ 1,000,000.00 | $ 1,000,000.00 |

## NOTICE OF AWARD

Based on your Application dated 11/09/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $ 250,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $ 1,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

| ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) | AWARD APPROVAL OFFICE |
|---|---|
| **ORGANIZATION / ADDRESS** | **ORGANIZATION / ADDRESS** |
| U.S. EPA, Region 8, Environmental Protection Agency, Region 8<br>1595 Wynkoop Street<br>Denver, CO 80202-1129 | U.S. EPA, Region 8, Environmental Protection Agency, Region 8<br>R8 - Region 8<br>1595 Wynkoop St<br>Denver, CO 80202-1129 |

**THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY**

| | |
|---|---|
| **Digital signature applied by EPA Award Official** Lindsay Seeger | **DATE**<br>02/06/2025 |

# EPA Funding Information

| FUNDS | FORMER AWARD | THIS ACTION | AMENDED TOTAL |
|---|---|---|---|
| EPA Amount This Action | $ 750,000 | $ 250,000 | $ 1,000,000 |
| EPA In-Kind Amount | $ 0 | $ 0 | $ 0 |
| Unexpended Prior Year Balance | $ 0 | $ 0 | $ 0 |
| Other Federal Funds | $ 0 | $ 0 | $ 0 |
| Recipient Contribution | $ 0 | $ 0 | $ 0 |
| State Contribution | $ 0 | $ 0 | $ 0 |
| Local Contribution | $ 0 | $ 0 | $ 0 |
| Other Contribution | $ 0 | $ 0 | $ 0 |
| Allowable Project Cost | $ 750,000 | $ 250,000 | $ 1,000,000 |

| Assistance Program | Statutory Authority | Regulatory Authority |
|---|---|---|
| 66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements | CERCLA: Secs. 104(k)(2) & 104(k)(5)(e) & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58) | 2 CFR 200, 2 CFR 1500 and 40 CFR 33 |

| Fiscal | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Site Name | Req No | FY | Approp. Code | Budget Organization | PRC | Object Class | Site/Project | Cost Organization | Obligation / Deobligation |
| - | 2508PBB010 | 25 | E4SD | 08P0AG7 | 000D79X89 | 4114 | - | - | $ 250,000 |
| | | | | | | | | | $ 250,000 |

Budget Summary Page

| Table A - Object Class Category (Non-Construction) | Total Approved Allowable Budget Period Cost |
|---|---|
| 1. Personnel | $ 0 |
| 2. Fringe Benefits | $ 0 |
| 3. Travel | $ 6,000 |
| 4. Equipment | $ 0 |
| 5. Supplies | $ 0 |
| 6. Contractual | $ 994,000 |
| 7. Construction | $ 0 |
| 8. Other | $ 0 |
| 9. Total Direct Charges | $ 1,000,000 |
| 10. Indirect Costs: 0.00 % Base | $ 0 |
| 11. Total (Share: Recipient 0.00 % Federal 100.00 %) | $ 1,000,000 |
| 12. Total Approved Assistance Amount | $ 1,000,000 |
| 13. Program Income | $ 0 |
| 14. Total EPA Amount Awarded This Action | $ 250,000 |
| 15. Total EPA Amount Awarded To Date | $ 1,000,000 |

# Administrative Conditions

## National Administrative Terms and Conditions

### A. General Terms and Conditions

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

### B. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and the Grants Specialist listed on this award.
- MBE/WBE reports (EPA Form 5700-52A): the Grants Specialist listed on this award.
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: EPA Project Officer and Grants Specialist listed on this award.
- Payment requests (if applicable): EPA Project Officer and Grants Specialist listed on this award.
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: EPA Project Officer listed on this award.

# Programmatic Conditions

All Programmatic Conditions Remain the Same

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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 AND AUTHORIZING THE MAYOR TO EXECUTE AN OPTION TO PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO ECONOMIC DEVELOPMENT CORPORATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A FUTURE JOB CREATING CAPITAL IMPROVEMENT PROJECT

## SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign an Option to Purchase Agreement with the Pueblo Economic Development Corporation ("PEDCO") relating to a future job creating capital improvement project.

## PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

## BACKGROUND:

PEDCO is currently in confidential negotiations with an out-of-state corporation which is considering the construction of a large manufacturing facility to be located in the St. Charles Industrial Park. The prospective employer has asked for assurances from PEDCO and the City that if the Pueblo site is selected, 300 acres of land will be available in the St. Charles Industrial Park for construction of the manufacturing facility.

## FINANCIAL IMPLICATIONS:

The attached agreement gives PEDCO a 180 day option to purchase 300 acres of land located in the St. Charles Industrial Park for its appraised value, provided that the land is subsequently transferred to an employer who will provide primary jobs to local residents to be set forth in an Employment Agreement acceptable to the Mayor and City Council.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

A no-action alternative may cause the prospective employer to select another site for its manufacturing facility.

**RECOMMENDATION:**

The PEDCO board recommends approval of this Ordinance.

**ATTACHMENTS:**

1. Option to Purchase Real Estate Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN OPTION TO PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO ECONOMIC DEVELOPMENT CORPORATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A FUTURE JOB CREATING CAPITAL IMPROVEMENT PROJECT

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

SECTION 1.

The Option to Purchase Agreement ("Agreement") dated April 28, 2025 between the City of Pueblo and the Pueblo Economic Development Corporation, a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or appropriate to implement the transactions described therein.

SECTION 3.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on April 14, 2025.

Final adoption of Ordinance by City Council on April 28, 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

# OPTION TO PURCHASE REAL ESTATE AGREEMENT

THIS OPTION TO PURCHASE REAL ESTATE AGREEMENT ("Agreement") is made this 28th day of April 2025, between the City of Pueblo, a Colorado municipal corporation (hereinafter referred to as "Owner"), and the Pueblo Economic Development Corporation, a Colorado nonprofit corporation (hereinafter referred to as the "Purchaser"). Owner and Purchaser may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, Purchaser desires to have the exclusive right and option (the "Option") to purchase certain real property owned by Owner in Pueblo County, Colorado as fully described in Exhibit A, attached hereto and incorporated by this reference (hereinafter the "Property"); and

WHEREAS, the Owner is willing to grant this Option to the Purchaser.

NOW THEREFORE, the Owner, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration received from the Purchaser, the receipt and adequacy of which are hereby acknowledged, Owner hereby grants to Purchaser an exclusive option to purchase the Property, as fully described in the attached Exhibit A, upon the following terms and conditions:

1. Option Period: This Option shall commence on April 28, 2025, and shall remain in effect until midnight on October 28, 2025.

2. Exercise of Option: This Option may be exercised by Purchaser at any time during the Option Period, by written notice to Owner which shall be given by personal delivery, or by certified mail, postage prepaid using the United States Postal Service, or by using a reputable national overnight courier service as follows:

City of Pueblo
Attn: Mayor
1 City Hall Place, Second Floor
Pueblo, CO 81003

with a copy to:

City Attorney
1 City Hall Place, Third Floor
Pueblo, CO 81003

Said notice shall be deemed delivered on the day on which personal delivery is made, or three (3) days after deposit in the mail in the case of registered or certified mail, or on the date of delivery if made by overnight courier service.

3. Purchase Price: The total purchase price for the Property shall be the appraised value as determined by a licensed appraiser mutually acceptable to the Owner and Purchaser. Any contract for the ultimate purchase of the Property is conditioned upon acceptance and approval by Pueblo

City Council. Failure to approve a future Contract to Buy and Sell the Property shall not be a breach of this Agreement.

4. Condition of Property: Owner disclaims any and all warranties with respect to the Property. Should Purchaser exercise this Option, Owner shall sell and convey to Purchaser, and Purchaser shall accept the Property "AS IS, WHERE IS, AND WITH ALL FAULTS."

5. Entry unto Property: During the term of this Agreement, Purchaser, its agents, employees, contractors, and engineers, shall have the right from time to time to enter upon the Property at their own risk for the purpose of inspecting the same and conducting surveys, engineering studies, borings, soil tests, investigations, feasibility studies, and the like. Within a reasonable time after such entries Purchaser shall, to the extent practicable, restore the Property to its prior condition.

6. Failure to Exercise Option: If for any reason Purchaser does not exercise this Option within the time allowed all obligations under this Agreement shall terminate and Owner shall be entitled to keep the option money without accounting to Purchaser therefor.

7. Liability of Owner: In consideration of Owner entering into this Agreement, Purchaser waives and discharges Owner, its officers, agents, employees, and representatives from any and all monetary damages for breach of this Agreement In the event of an alleged breach of this Agreement by Owner, Purchaser's sole and exclusive remedy shall be to bring an equitable action for specific performance in the District Court of Pueblo, Colorado.

8. No Third-Party Liability: The provisions of this Agreement are for the benefit of Owner and Purchaser only and are not for the benefit of any third-party and accordingly, no third-party shall have the right to enforce any of the provisions of this Agreement.

9. Governing Law and Venue: This Agreement shall be construed in accordance with and be governed by the laws of the state of Colorado without regard to conflict of law principles. Exclusive venue shall be in Pueblo County District Court.

10. Waiver of Jury Trial and Attorney Fees: To the extent permitted by law, Owner and Purchase each knowingly and voluntarily waiver their rights to a trial by jury for any claims brought pursuant to this Agreement. In the event a civil action is filed regarding the terms of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorneys' fees.

11. Assignability: It is expressly understood that the right of purchase under this Option may be assigned by Purchaser to an employer who will provide primary jobs to local residents to be set forth in a future Employment Agreement and a future Contract to Buy and Sell the Property. It is further expressly understood and acknowledged that any assignment, Employment Agreement, and Contract to Buy and Sell the Property must be approved by Pueblo City Council. Failure of Pueblo City Council to approve such agreement(s) shall not be a breach of this Agreement.

12. Counterparts and Electronic Signatures: This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and

all such counterparts shall together constitute but one and the same original. Facsimile or electronic signatures shall be allowed and considered the same as original signatures.

Executed as of the day and year first written above.

ATTEST:

CITY OF PUEBLO,
a Colorado Municipal Corporation

_____
City Clerk

By _____
Heather Graham, Mayor

APPROVED AS TO FORM:

_____
City Attorney

PUEBLO ECONOMIC DEVELOPMENT CORPORATION, a Colorado nonprofit corporation

By:_____

_____
Print Name

Title: _____

EXHIBIT A

A parcel of unimproved land of approximately 300 acres +/- located in the St. Charles Industrial Park, Township 22 South, Range 64 and 65 West, Pueblo County, Colorado

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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 4580 DILLON DRIVE FROM PUD, PLANNED UNIT DEVELOPMENT TO B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT

## SUMMARY:

The applicant is requesting to rezone .92-acres at 4580 Dillon Drive from PUD, Planned Unit Development to B-3, Highway and Arterial Business Zone District for development of a proposed Whataburger restaurant.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The applicant is requesting to rezone from a Planned Unit Development (PUD) to a B-3, Highway and Arterial Business Zone District. The subject property is a 0.92-acre parcel, generally located east of Sam's Club in-between Candlewood Suites and Holiday Inn Express & Suites at 4580 Dillon Drive. The applicant intends to develop a Whataburger at this site. The subject property is currently within the North Pueblo Commercial Park, Filing No. 1, 1st Amendment PUD. The PUD Guidelines were recorded in 2007 and are intended for mixed-use commercial development near Dillon Drive and Eagleridge Boulevard. A restaurant is permitted in the PUD as well as most other commercial uses like a movie theater, fitness club, and general retail. However, the guidelines require any development within the PUD, no matter the use or footprint, to comply with the Large-Scale Development Standards. These standards would otherwise only apply when new development creates a building equal to or exceeding 40,000 gross square feet of single-plate ground floor (Section 17-4-46, (d), (1)). Large-Scale Development Standards are generally intended for greenfield big box retail development. The standards include, but are not limited to, requirements for public art, pedestrian arcades, and seating planters --all of which are challenging to meet on a 45,474 square foot lot. The scale of development standards (small, medium, large) is

typically based on the footprint of the building –not the zone district in which the building is located. The proposed Whataburger has an approximate gross square footage of 3,500 square feet, which is far below the threshold for Large-Scale Development Standards. Holding this project to standards intended for much larger developments creates physical and financial hardships that otherwise would not occur if the subject property was in a standard commercial zone district. Should the subject property be rezoned to B-3, the applicant will be able to develop the proposed Whataburger according to the Small-Scale Development Standards (Section 17-4-48, (d), (1)), which are more appropriate based on the scope of the project. Rezoning to B-3 is also compatible with the neighboring properties and uses. Nearly all subdivided and developed parcels outside of the PUD between Eagleridge and Highway 50 are zoned B-3. Dillon Drive is classified as an arterial street, and this area is designated as Commercial Mixed Use by the 2022 Regional Comprehensive Plan. The proposed site plan will have to meet all applicable provisions before a building permit is issued. While reviewing this rezoning request, the Fire Department and Police Department raised concerns regarding traffic along this corridor. Staff met to discuss these concerns, and the Fire and Police Departments were comfortable moving forward with the rezoning request and commercial review knowing that all parties were aware of and making efforts to address safety concerns along Dillon Drive.

**FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

**BOARD/COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission, at their March 12, 2025, Regular Meeting, voted 6-0 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-25-01 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 4580 DILLON DRIVE FROM PUD, PLANNED UNIT DEVELOPMENT 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 PUD, Planned Unit Development to B-3, Highway and Arterial Business Zone District:

PARCEL B REARRANGEMENT OF PROPERTY BOUNDARIES LL-16-07 FORMERLY #05-120-21-002 + 003

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 April 14, 2025.

Final adoption of Ordinance by City Council on April 28, 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.

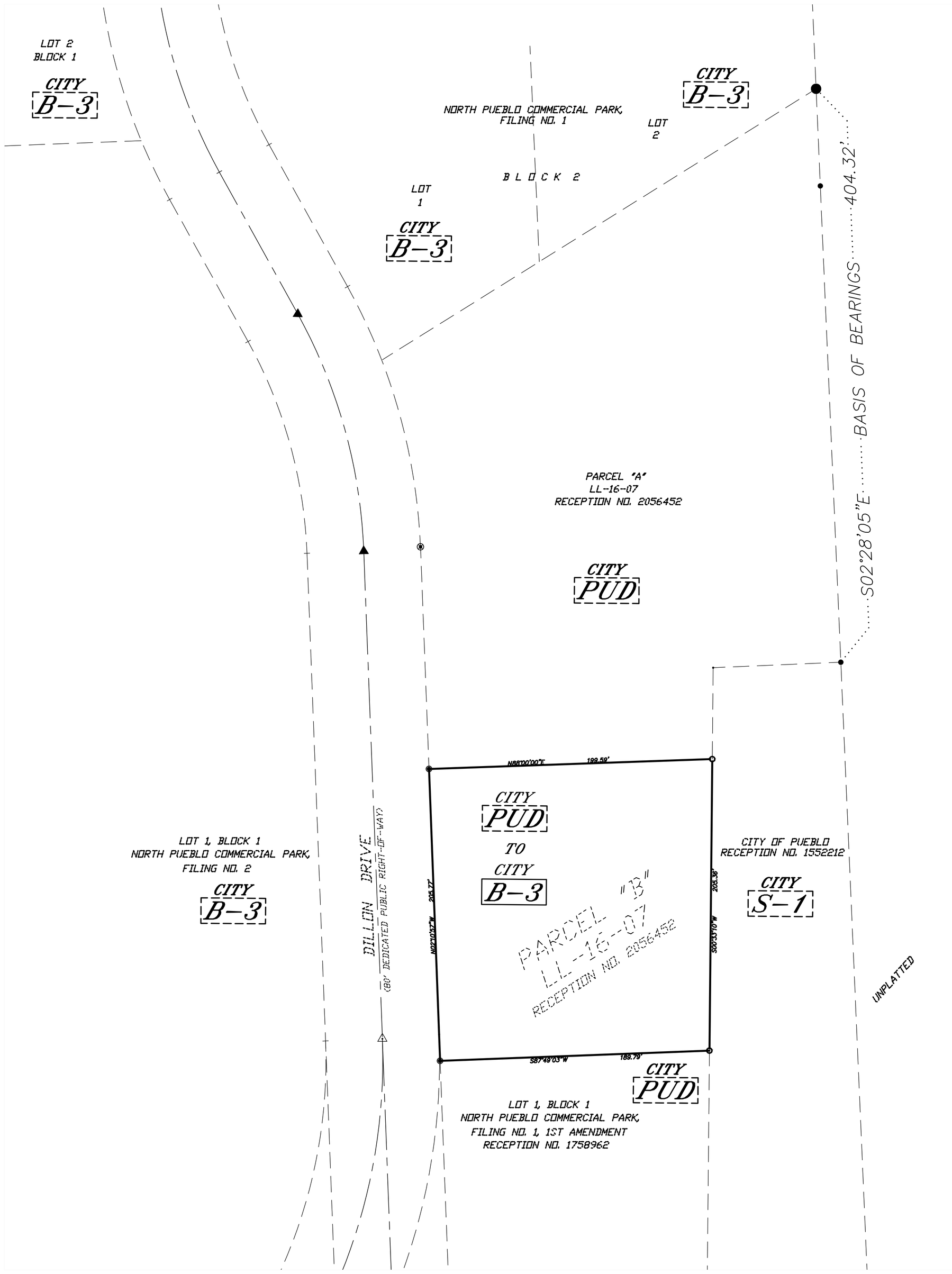
_____
President of City Council

ATTEST

_____
City Clerk

# EXHIBIT "B"
# ZONING EXHIBIT

PARCEL B OF REARRANGEMENT OF PROPERTY BOUNDARIES LL-16-07 RECORDED DECEMBER 15, 2016 UNDER RECEPTION NO. 2056452, COUNTY OF PUEBLO, STATE OF COLORADO




PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

SCALE: 1" = 40'

0 20' 40' 80'

## LEGEND

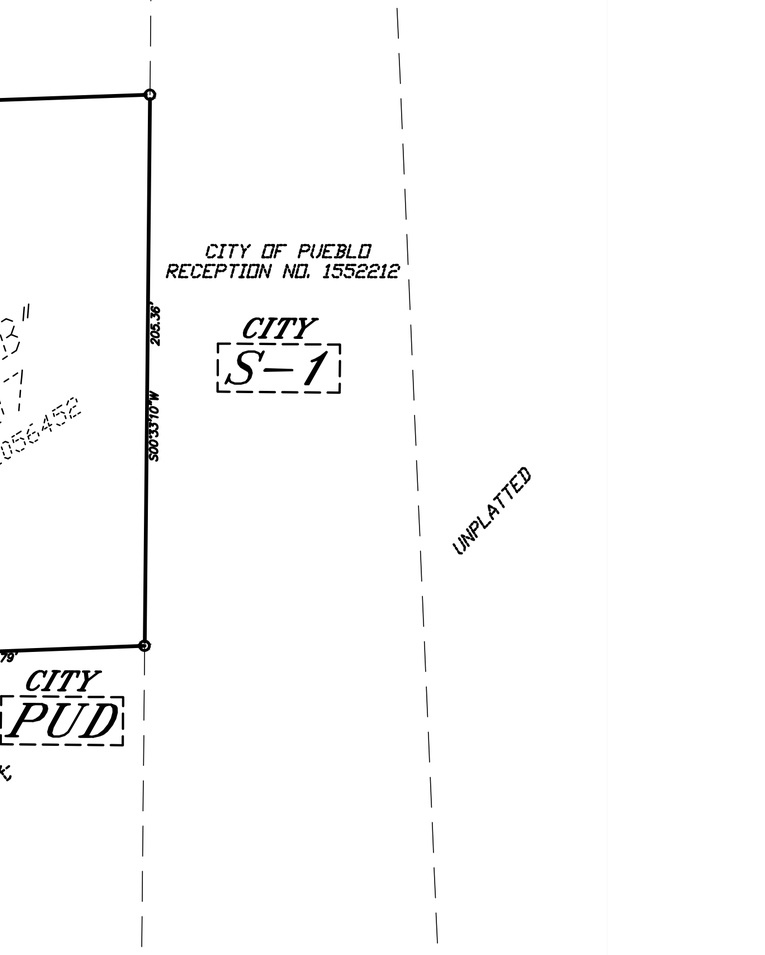
PROPOSED ZONING BOUNDARY

CITY PUD — EXISTING ZONING

CITY B-3 — PROPOSED ZONING

## BASIS OF BEARINGS

THE EAST LINE OF PARCEL "A" OF REARRANGEMENT OF PROPERTY BOUNDARIES LL-16-07, MONUMENTED ON EACH END WITH NO. 4 w/ YELLOW PLASTIC CAP, P.L.S. NO. 12933.
BEARS S. 02°28'05" E.




VICINITY MAP
NOT TO SCALE

JN 24 004 00

SHEET 1 OF 1

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado
Wednesday March 12, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Brett Boston, 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, Hannah Prinzi, Planner, Cindy Capritta, Land Use Tech

**Staff Members Absent**: None

**Approval of the Agenda:** Bailey motioned to approve the agenda as amended, seconded by Boston.

**Motion Passed:** 6-0

**Public Meeting:**

**Public Hearings:**

**1. Z-25-01 Rezone:** Rezoning of 0.92 acres located at 4580 Dillon Dr from Planned Unit Development (PUD) to Highway and Arterial Business (B-3) to facilitate commercial development. Staff Report by Hannah Prinzi, Planner.

**Hearing**: Applicant Michael Cuppy was sworn in and spoke in support of the rezoning application. No one appeared in opposition.

**Commission Action:** Bailey moved to recommend the rezoning application to City Council seconded by Avalos.

**Motion Passed:** 6-0.

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

# Z-25-01

| | |
|---|---|
| **TO:** | City of Pueblo, Planning and Zoning Commission |
| **FROM:** | Hannah Prinzi, Planner |
| **THROUGH:** | Scott Hobson, Acting Director of Planning and Community Development |
| **DATE:** | March 12th, 2025 |
| **SUBJECT:** | Rezone from Planned Unit Development (PUD) to Highway and Arterial Business (B-3) Zone District |
| **APPLICANT:** | Josh Sandoval, NorthStar Engineer |
| **PROPERTY OWNER:** | Pueblo Lodging II LLC |
| **LOCATION:** | 4580 Dillon Dr |
| **CONCURRENT REQUESTS:** | C-24-19 Whataburger restaurant |

**REQUEST:**
Rezone 0.92-acres located at 4580 Dillon Dr from Planned Unit Development (PUD) to Highway and Arterial Business (B-3) Zone District to development of a proposed Whataburger restaurant.

**BACKGROUND AND ANALYSIS:**
The applicant is requesting to rezone from a Planned Unit Development (PUD) to a Highway and Arterial Business (B-3) Zone District. The subject property is a 0.92-acre parcel, generally located east of Sam's Club in-between Candlewood Suits and Holiday Inn Express & Suites at 4580 Dillon Dr. The property is currently vacant, but the applicant intends to develop a Whataburger at this site. (See Exhibit F. Site Plan). The applicant submitted a commercial application to pull a building permit for the Whataburger in November 2022, which is when staff recommended they also apply for a rezoning request.

The subject property is currently within the North Pueblo Commercial Park, Filing No. 1, 1st Amendment PUD. The PUD Guidelines were recorded in 2007 and are intended for mixed-use commercial development near Dillon Drive and Eagleridge Boulevard (See Exhibit G. Supporting Documents). A restaurant is permitted in the PUD as well as most other commercial uses like a movie theater, fitness club, and general retail. However, the guidelines require any development within the PUD, no matter the use or footprint, to comply with the Large-Scale Development Standards. These standards would otherwise only apply when new development creates a building equal to or exceeding 40,000 gross square feet of single-plate ground floor (Section 17-4-46, (d), (1)). Large-Scale Development Standards are generally intended for greenfield big box retail development. The

standards include, but are not limited to, requirements for public art, pedestrian arcades, and seating planters -- all of which are challenging to meet on a 45,474 sq. ft. lot.

The scale of development standards (small, medium, large) is typically based on the footprint of the building – not the zone district in which the building is located. The proposed Whataburger has an approximate gross square footage of 3,500 sq. ft., which is far below the threshold for Large-Scale Development Standards. Holding this project to standards intended for much larger developments creates physical and financial hardships that otherwise would not occur if the subject property was in a standard commercial zone district.

Should the subject property be rezoned to B-3, the applicant will be able to develop the proposed Whataburger according to the Small-Scale Development Standards (Section 17-4-48, (d), (1)), which are more appropriate based on the scope of the project. Rezoning to B-3 is also compatible with the neighboring properties and uses. Nearly all subdivided and developed parcels outside of the PUD between Eagleridge and Highway 50 are zoned B-3. Dillon Dr is classified as an arterial street, and this area is designated as Commercial Mixed Use by the 2022 Regional Comprehensive Plan (Comp Plan). Rezoning to
B-3 would be compatible with neighboring properties and uses.

The proposed site plan will have to meet all applicable provisions before a building permit is issued. While reviewing this rezoning request, the Fire Department and Police Department raised concerns regarding traffic in this corridor. Staff met to discuss these concerns, and the Fire and Police Departments were comfortable moving forward with the rezoning request and commercial review knowing that all parties were aware of and making efforts to reduce traffic congestion on Dillon Drive. In one such effort, Transportation has requested a traffic impact memo for the site, which the applicant has already provided. Public Works also explained the project to implement a roundabout at the intersection of Dillon Dr and Eagleridge Blvd, which will be a welcomed help.

---

**LAND USE AND PLANNING COMMENTS**
**CHARACTER AND COMPATIBILITY**

| | | |
|---|---|---|
| **Site Character:** | The site is an undeveloped, vacant lot. | |
| **Neighborhood Compatibility:** | North | Planned Unit Development (PUD), Candlewood Suites |
| | East | Government Use (S-1) and Industrial (I-2), Fountain Creek |
| | South | Planned Unit Development (PUD), Holiday Inn Express & Suites |
| | West | Highway and Arterial Business (B-3), Sam’s Club |
| **Comprehensive Plan Compliance:** | The subject site is designated as a Commercial Mixed Use, which supports a mix of commercial, employment, and service-oriented services. The zoning amendment would reduce barriers to facilitate commercial development at the subject property, furthering the goals of the 2022 Regional Comprehensive Plan.<br><br>The proposed rezoning to facilitate commercial development of the site meets the intent of the Comprehensive Plan by reducing barriers to develop a new fast-food restaurant near I-25. | |

## 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 a Commercial Mixed Use, which calls for a mix of commercial, employment, and service-oriented uses. The zoning amendment would further the goals of the comprehensive plan as it would reduce barriers to develop a new fast-food restaurant near I-25 on a busy arterial street.**

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 **The application contains the required information.**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

❑ Comments **The application contains the required information.**

**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 (B-3) are intended to provide areas along highways and arterial streets for location of business and services. The subject property is located on an arterial street east of Interstate 25 (I-25) and north of Highway 50. Most of the surrounding commercial properties are zoned B-3 and service high volumes of traffic. Thus, rezoning the subject property to B-3 matches the intent of the zone district.

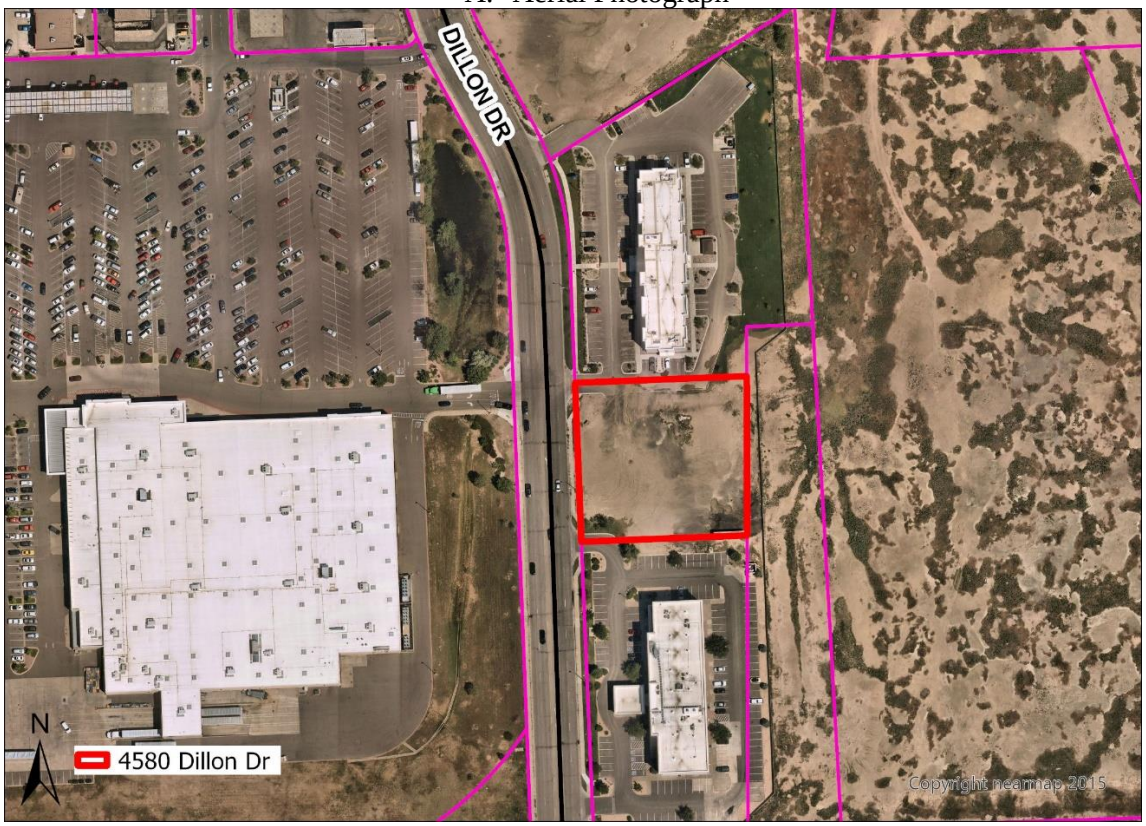
**REFERRAL AGENCIES AND COMMENTS:**

- City Public Works- Traffic issues have been noted and will be addressed in the commercial review as well as in larger improvements along the Dillon Dr corridor, such as a roundabout at the intersection of Eagleridge Blvd and Dillon Dr.
- City Transportation- See Above.
- City Law Department- No Comment
- Pueblo Regional Building Department- No Comment
- City Fire Department- First Responders, including the City's Fire and Police Departments, were concerned with traffic along this corridor. They are comfortable moving forward with the rezoning request and commercial review of this subject property. However, they are keen to see traffic improvements along Dillon Dr.
- 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

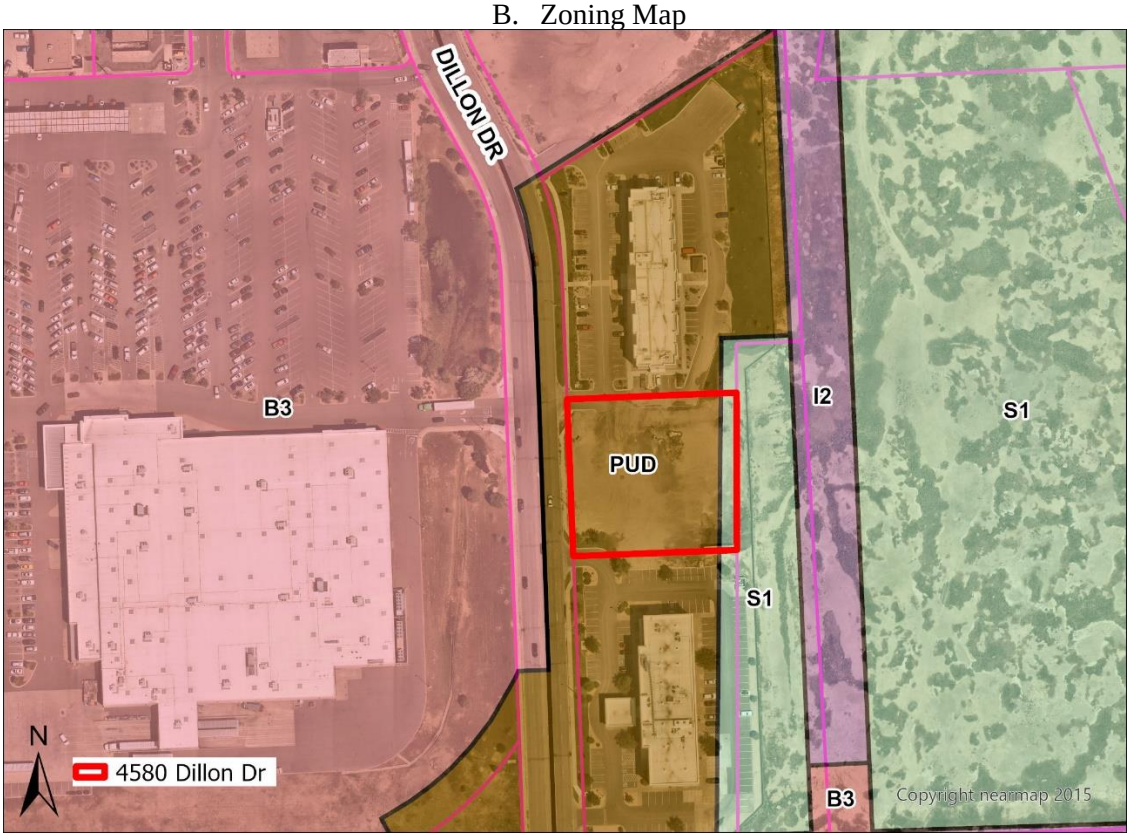
**ATTACHMENTS:**

**A. Aerial Photograph**
**B. Zoning Map**
**C. Comprehensive Plan Map**
**D. Site Photographs**
**E. Zoning Exhibit**
**F. Site Plan Supporting Documents**
**G. Supporting Documents**

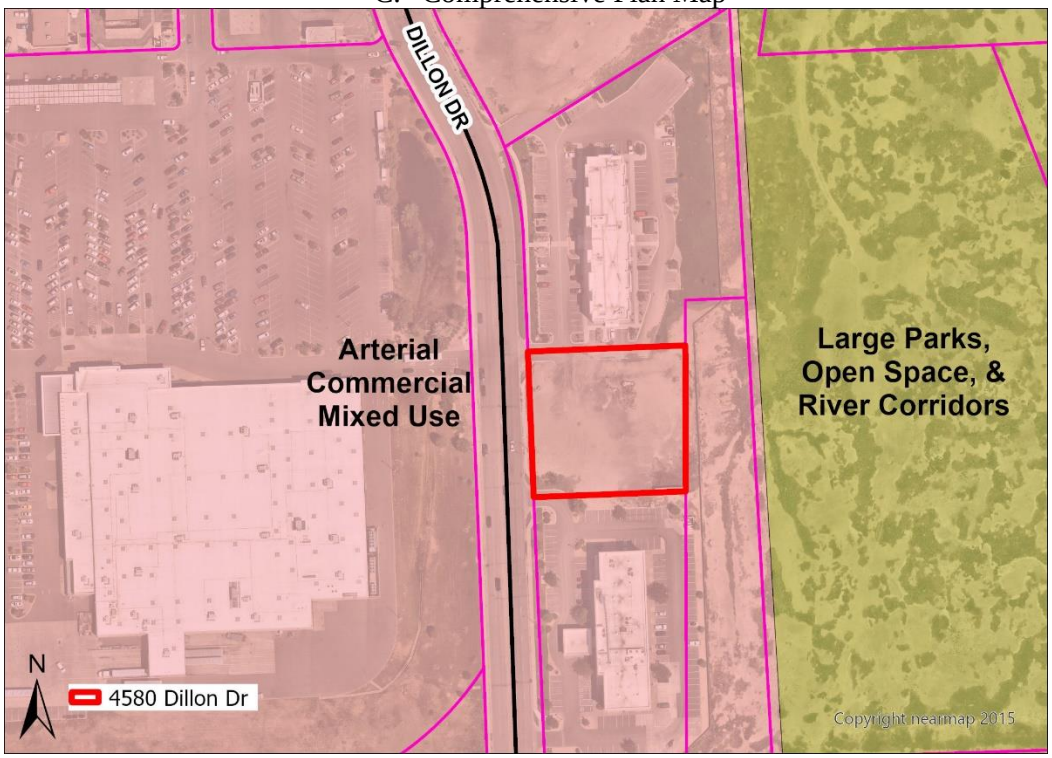
A. Aerial Photograph




B. Zoning Map

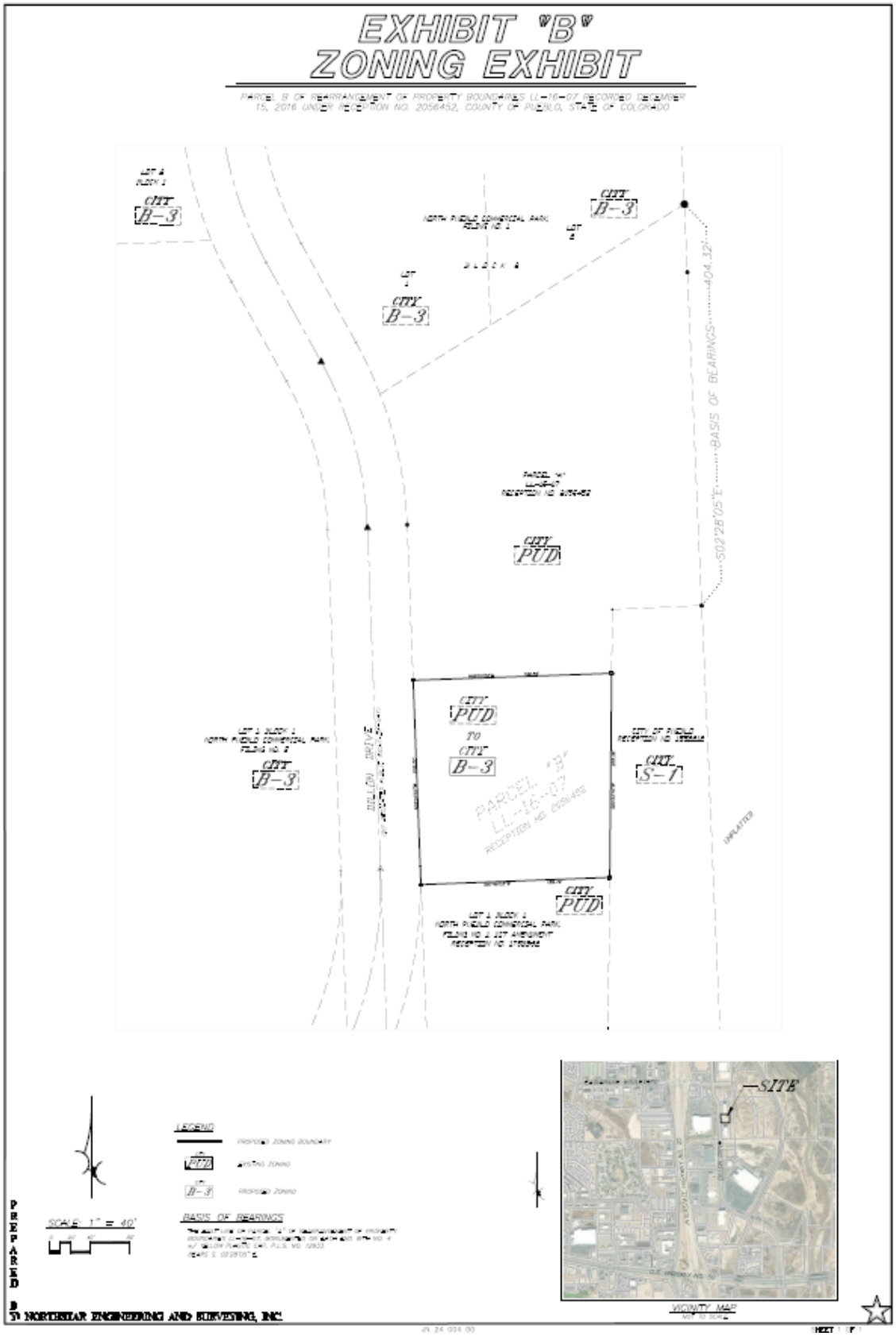


C. Comprehensive Plan Map

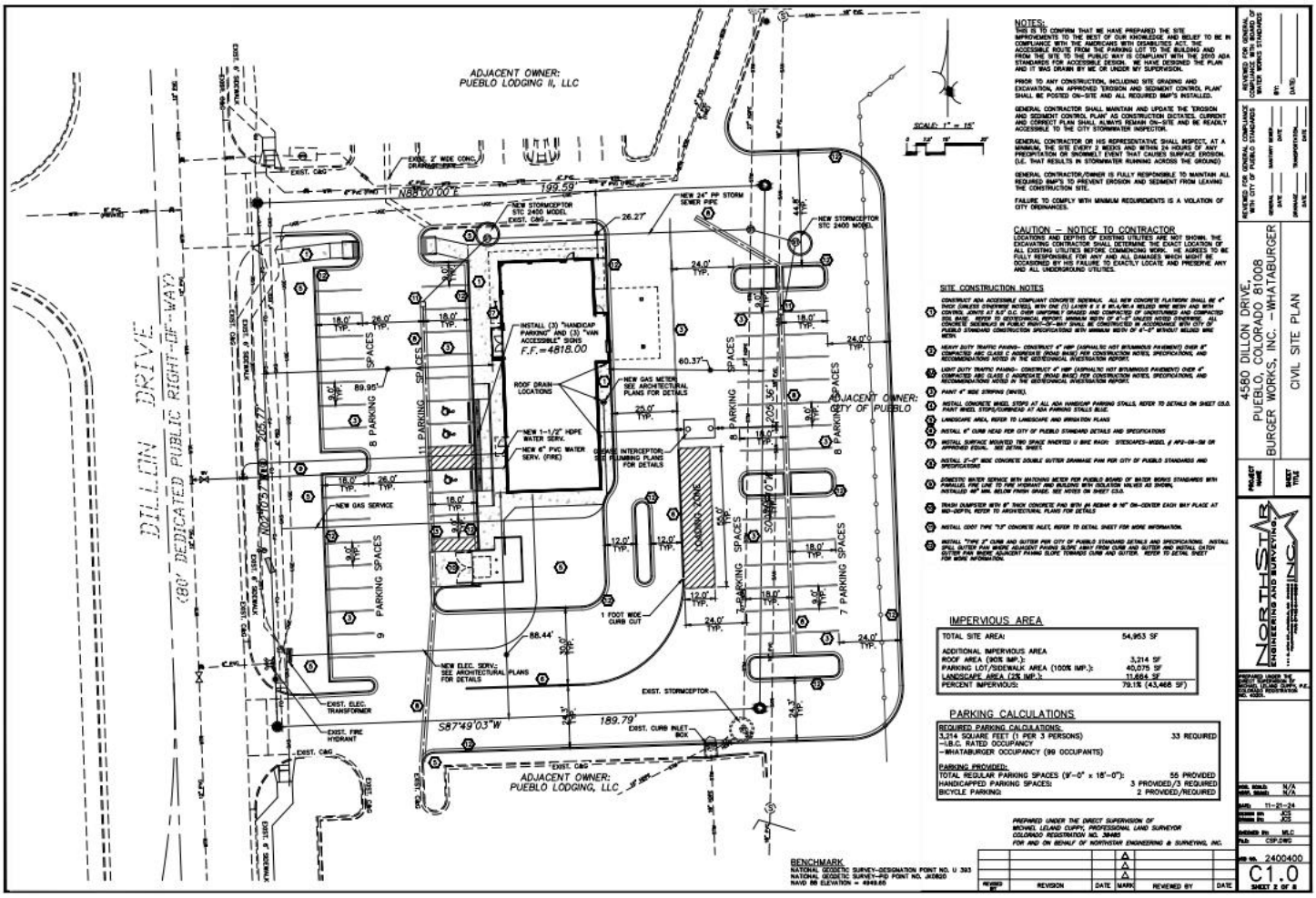



D. Site Photos, Public Notice

E. Zoning Exhibit



F. Site Plan




G. Supporting Documents

RE: Ordinance #7611

10

1732584 DEV_G 07/02/2007 04:44:46 PM
Page: 1 of 10 R 51.00 D 0.00 T 51.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co

# NORTH PUEBLO COMMERCIAL PARK, FILING NO. 1, 1ST AMENDMENT

## A Mixed-Use Commercial Development in the City of Pueblo, Colorado

# DEVELOPMENT GUIDE

*The PUD – Planned Unit Development Zoning Regulations for a Mixed-Use Commercial Development near Dillon Drive and Eagleridge Boulevard in the City of Pueblo, Colorado.*

***Prepared for:***

JPK, Inc.
2011 8th Avenue N.E.
Aberdeen, South Dakota 57401

James P. Koehler, President
605.229.0030

***Prepared by:***

Northstar Engineering and Surveying, Inc.
111 E. 5th Street
Pueblo, Colorado 81003

719.544.6823

1732584 DEV_G 07/02/2007 04:44:46 PM
Page: 2 of 10 R 51.00 D 0.00 T 51.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co

# I. INTRODUCTION

## A. Statement of Purpose

This document shall serve as a guideline for the implementation of design standards for the North Pueblo Commercial Park, Filing no. 1, 1st Amendment Mixed-Use Commercial Development by providing, in detail, the objectives of the development. These guidelines will assist in providing a definitive set of objectives and the intended community design character, whereby any impacts on the surrounding area will be mitigated.

### Project Narrative

The North Pueblo Commercial Park, Filing No. 1, 1st Amendment Mixed-Use Commercial Development is a planned mixed-use commercial district along Dillon Drive south of Eagleridge Boulevard consisting of approximately 5.85 acres in north Pueblo, Colorado. The design is intended to create a sense of community and identity. The development will be moderate in density. The design should emphasize family dinning, retail establishments, and accommodations for transients.

The PUD development will help to create a positive social environment. Development of this parcel will help spur additional dinning, accommodations for travelers, and retail establishments in this area of town. Additionally, development of this PUD will help to aesthetically enhance the Dillon Drive corridor and the views from I-25.

Once developed, the property will contain landscaping as an aesthetic enhancement.

It is anticipated that final approvals for the PUD development will be in place by June of 2007 allowing for a third quarter 2007 groundbreaking for Area C1. Construction of area C1 is anticipated to be complete by summer of 2008. The construction timeline for area C2 is unknown at this time.

Directly south of this multi-use commercial development is a vacant tract of approximately 16.96 acres located in North Pueblo Commercial Park, Filing No. 5 dedicated for drainage. Directly north of this multi-use commercial development are two vacant commercial lots of approximately 1.68 and 1.31 acres located in North Pueblo Commercial Park, Filing No. 1. Directly west of this multi-use commercial development is Dillon Drive and the existing Sam's Club retail establishment. Directly east of this multi-use commercial development is 18.3 acres of vacant land that was previously used as a land fill and is owned by the City of Pueblo. An easement has been granted for vehicular parking and vehicular and pedestrian access to and from, and, solely in conjunction with, the lawful use of the adjacent property described as Lots 1, 2, and 3, Block 2, North Pueblo Commercial park Filing No. 1, Pueblo County, Colorado, State of Colorado. All easement improvements shall be designed, constructed and installed in good and workmanlike manner in compliance with all applicable laws and ordinances of the City of Pueblo and in accordance with plans and specifications therefore approved by the City of Pueblo which approval shall not be unreasonably withheld. The Easement Improvements shall be designed, constructed and installed, to the extent practicable, to prevent surface water from drainage easterly off the subsurface of the Easement Property and to prevent surface water from draining easterly off the Easement Property onto any of the City of Pueblo's adjacent property, except through dedicated drainage and utility easements shown on the subdivision plat, unless otherwise authorized in writing by the City of Pueblo, which authorization may be given or refused at the absolute discretion of the City of Pueblo. The owner(s) of the adjacent property described as Lots 1, 2, and 3, Block 2, North Pueblo Commercial park Filing No. 1, Pueblo County, Colorado, State of Colorado shall provide adequate venting of the easement property for release of methane gas from the easement property

in order to mitigate the collection of methane gas on or under the easement property and/or migration of methane gas from the easement property, unless demonstrated to the City of Pueblo's reasonable satisfaction that no hazard from methane gas is present.

Public facilities will not be adversely affected by the development of this area as described herein.

** See Exhibit A for Ownership information.

### B. *Definition –Planned Unit Development Commercial Districts*

*These definitions are provided for clarification of uses proposed by the Development Guidelines.* Unless otherwise stated herein, all provision of and definitions found in the Pueblo Development Codes shall apply.

1. Area C1 means a limited Commercial land use area containing highway-oriented commercial uses including retail, restaurants, and accommodations for travelers.
2. *Area C2 means a limited Commercial land use area containing highway-oriented* commercial uses including retail, restaurants, accommodations for travelers or a possible donation to a not for profit organization.
3. USBR means a use by special review as processed according to Section 17-5-33 of the Pueblo Municipal Code.

### C. *Legislative Intent*

It is the intent of this Development Guide to be consistent with and to assist in the implementation of the City of Pueblo's Zoning Ordinance to:

1. Minimize the burden of traffic on streets and highways
2. Conserve and enhance the value of the land
3. Provide a procedure which can relate the type and layout of the building development to the particular site

### D. *Application*

These standards shall apply to all property contained within the North Pueblo Commercial Park, Filing No. 1, 1st Amendment PUD that is shown on the attached plan. The regulations and requirements shall become the governing standards for review, approval and modification of all development activities occurring on the site.

Provisions of this guide shall prevail and govern the uses permitted within the North Pueblo Commercial Park, Filing No. 1, 1'st Amendment PUD; however, this guide shall only supersede the specific zoning regulations of the City when referenced within the Development Guide and the City's Zoning Ordinance as amended.

## II. *AUTHORITY*

### A. *Authority*

The authority of this Development Guide is Chapter 8 of Title XVII of the Pueblo Municipal Code as amended.

### B. *Adoption*

Reference: Section 17-8-2(c) – Paragraph J of the City of Pueblo Municipal Code

### C. *Relationship of City Regulations*

The provisions of this Development Guide shall prevail and govern development of the North Pueblo Commercial Park, Filing No. 1, 1st Amendment PUD except where the provisions of the Development Guide do not clearly address a specific subject, or where there is a conflict. In such a case the provisions of the City of Pueblo Zoning Ordinance, or any other codes or regulations of the Large-Scale Development Standards (Reference: Sec 17-4-46 Large-Scale Development Performance Standards) for the City of Pueblo shall prevail where applicable.

### D. *Enforcement*

The provisions of the Development Guide relating to the use of land shall run in favor of the City of Pueblo and shall be enforceable, at law or in equity, by the City of Pueblo.

## III. CONTROL PROVISIONS

### A. *Control Over Use*

After the adoption of this Development Guide by the City Council:

1. Any new building or other structure, and any parcel of land may be used in accordance with the provisions of this Development Guide and Plan;
2. The use of any existing building, other structure, or parcel of land may not be changed or extended except for those uses provided for by this Development Guide.

### B. *Control Over Location and Bulk*

After the adoption of this Development Guide by the City Council, the location and bulk of all buildings and other structures built after the effective date of the Development Guide shall be in conformance with:

1. All applicable standards contained within the Development Guide and,
2. Any other applicable standards contained within the City of Pueblo Large Scale Development Standards.

## IV. DEVELOPMENT STANDARDS

### COMMERCIAL DISTRICTS: C1 and C2

The proposed *Commercial* Districts are intended to provide highway-oriented commercial uses including retail, restaurants, and accommodations for travelers.

#### *Description*

The C1 area functions to establish an appropriately scaled commercial development edge along Dillon Drive.

The C2 area is a small area that functions to establish a small scaled commercial development that will complement the developments surrounding the area.

***Landscaping***

Do to the constraints imposed on this property by the existing City of Pueblo landfill area, the following are adjustments to the requirements of Section 17-4-7, Landscape Performance Standard.

The required landscape setback area shall be a minimum of ten (10) feet behind street sidewalk unless the sidewalk is detached. If the sidewalk is detached, the distance between the curb and the sidewalk shall be applied towards the front landscaping requirement. In the event Dillon Drive is widened, the existing landscape area will not be required to be replaced in an alternate area.

## Sec. 1-30 – Uses within C1 and C2 Land Use Areas

| RESIDENTIAL AND ACCOMMODATION USES | | | |
|---|---|---|---|
| Type of Use | Permitted | UbSR | Not Permitted |
| **GROUP LIVING** | | | C1, C2 |
| **HOUSEHOLD LIVING** | | | C1, C2 |
| **HOUSING SERVICES FOR THE ELDERLY** | | | C1, C2 |
| **ACCOMMODATION SERVICES** | | | C1, C2 |
| Bed and breakfast establishments | C1, C2 | | |
| Hotels and motels | C1, C2 | | |
| Resort lodge/cabins | | | C1, C2 |
| **GENERAL COMMERCIAL SALE OR SERVICE USES** | | | |
| Type of Use | Permitted | UbSR | Not Permitted |
| **ANIMAL AND PETS SALES OR SERVICES** | | | |
| Riding academies, board stables | | | C1, C2 |
| Pet sales (household pets only) | C1, C2 | | |
| Small animal veterinary clinics/hospitals; dog training/grooming facilities; kennels; or pet day care | | C1, C2 | |
| **AUTOMOBILE SALES OR SERVICE ESTABLISHMENTS** | | | |
| Automobile and truck services and repair – no outdoor storage | C1, C2 | | |
| Automobile and truck services and repair – with outdoor storage | | | C1, C2 |
| Automobile body shop – no outdoor storage | | | C1, C2 |
| Automobile body shop – with outdoor storage | | | C1, C2 |
| Automobile sales (new and used) | | | C1, C2 |
| Car wash (automatic or self-service) | | | C1, C2 |
| Motor vehicle filling stations including convenience retail | C1, C2 | | |
| Motor vehicle sales and services, other than automobiles and light trucks (e.g., RVs, boats, ATVs) – no outdoor storage | | C1, C2 | |
| Tire sales and repair (indoor) | C1, C2 | | |
| **BUSINESS SERVICES** | | | |
| Business Support, Primary Business Activity including Office, Banking, Legal Services | C1, C2 | | |
| **EATING AND/OR DRINKING ESTABLISHMENT** | | | |
| Bar, microbrewery, tavern | C1, C2 | | |
| Carry-out or delivery service | C1, C2 | | |
| Full-service restaurant, with or without liquor service | C1, C2 | | |
| Limited-service restaurant | C1, C2 | | |
| Snack and nonalcoholic beverage bar | C1, C2 | | |
| With drive-in or drive through facility | C1, C2 | | |
| **FINANCIAL ESTABLISHMENT** | | | |
| Check-cashing facility | | | C1, C2 |
| **FOOD AND BEVERAGE SERVICE** | | | |
| Catering establishment | C1, C2 | | |
| Convenience store – no fuel sales | C1, C2 | | |
| Convenience store – with fuel sales | C1, C2 | | |
| Grocery store | C1, C2 | | |
| Liquor store | C1, C2 | | |
| Specialty food store | C1, C2 | | |
| **OFFICE** | | | |
| Office, general – no outdoor shops, activities, or storage | C1, C2 | | |
| Contractors office and storage, all storage within a completely enclosed building | | C1, C2 | |
| Corporate shipping and receiving companies | | C1, C2 | |
| Employee training facility | | C1, C2 | |
| Governmental agency and quasi-public agency offices, no outdoor shops, activities, or storage | | C1, C2 | |
| **PERSONAL SERVICES** | | | |
| Dry cleaning and laundry establishment | | C1, C2 | |
| Health, fitness, athletic club or day spa | | C1, C2 | |

| | | | |
|---|---|---|---|
| Travel agency | C1, C2 | | |
| All other personal service uses | | C1, C2 | |
| **REPAIRS AND RENTALS – (NOT INCLUDING VEHICLES) - ALL ACTIVITIES WITHIN ENCLOSED BUILDING** | | | |
| *Light equipment rental* | | | C1, C2 |
| Furniture and major household appliance repair | | | C1, C2 |
| Repair of motorized equipment | | | C1, C2 |
| Other repair and rental services | | | C1, C2 |
| **RETAIL SALES AND SERVICES** | | | |
| Building material sales – with outdoor storage | | C1, C2 | |
| Building material sales – without outdoor storage | | C1, C2 | |
| *Factory outlet store* | C1, C2 | | |
| Flea market/swap meet | | | C1, C2 |
| Greenhouses and plant nurseries | C1, C2 | | |
| Interior decorating and design showroom or gallery | C1, C2 | | |
| Other retail sales establishments not specifically listed in the Use Table – conducted entirely within a completely enclosed building | | C1, C2 | |
| Pawn shop | | | C1, C2 |
| Retail sales and services with accessory outdoor sales, displays, or storage | | C1, C2 | |
| Retail sales and services with drive-in or drive-through facility | | C1, C2 | |
| **SEXUALLY ORIENTED BUSINESSES** | | | |
| All types | | | C1, C2 |

| MANUFACTURING, INDUSTIAL SERVICES AND WHOLESALE TRADE | | | |
|---|---|---|---|
| **Type of Uses** | **Permitted** | **UbSR** | **Not Permitted** |
| **ELECTRONIC WAREHOUSING** | | | C1, C2 |
| **INDUSTRIAL SERVICES** | | | C1, C2 |
| **MANUFACTURING** | | | C1, C2 |
| **WAREHOUSE/STORAGE AND DISTRIBUTION SERVICES** | | | C1, C2 |
| **WASTE/SALVAGE USES** | | | C1, C2 |
| **WHOLESALE TRADE ESTABLISHMENT** | | | C1, C2 |

| TRANSPORTATION AND VEHICLE PARKING SERVICES USES | | | |
|---|---|---|---|
| ***Type of Use*** | **Permitted** | **UbSR** | **Not Permitted** |
| **AVIATION USES** | | | |
| Airports and heliports, subject to the requirements of the FAA | | | C1, C2 |
| **MASS TRANSIT FACILITIES** | | | |
| Mass transit stations and stops, including park and ride (not including maintenance yards or repair facilities) | | C1, C2 | |
| Mass transit maintenance yards or repair facilities | | | C1, C2 |
| **VEHICLE PARKING STRUCTURES OR SERVICES (AS PRINCIPAL USE OF LAND)** | | | |
| Parking garage (as principal use) | | C1, C2 | |
| Surface off-street parking lot or area (as principal use) | | C1, C2 | |
| Media communications offices and broadcasting studios (newspaper, television stations, radio stations), not including earth station antenna arrays | | C1, C2 | |
| **TELECOMMUNICATIONS AND BROADCASTING FACILITIES** | | | |
| Cable television lines | | C1, C2 | |
| Commercial communications facility | | C1, C2 | |
| CMRS Facility – Freestanding | | C1, C2 | |
| CMRS Facility – Building, Roof, Wall Mounted | | C1, C2 | |
| CMRS Facility – Pole Mounted | | C1, C2 | |
| Telephone and internet data connection lines | | C1, C2 | |
| Telephone exchanges and buildings for telephone equipment | | C1, C2 | |

| UTILITY SERVICRES, AND ALTERNATIVE ENERGY USES | | | |
|---|---|---|---|
| **Type of Use** | **Permitted** | **UbSR** | **Not Permitted** |
| **MAJOR UTILITIES** | | | |
| Major electric power, oil and natural gas, water, wastewater, and alternative energy facilities | | C1, C2 | |
| Drainage and flood control structures | C1, C2 | | |

| | | | |
|---|---|---|---|
| **MINOR UTILITIES** | | | |
| Minor utility services not otherwise specifically listed | | C1, C2 | |
| **ARTS, ENTERTAINMENT, AND RECREATION USES** | | | |
| **Type of Use** | **Permitted** | **UbSR** | **Not Permitted** |
| **AMUSEMENT, SPORTS, OR RECREATION ESTABLISHMENT** | | | |
| Drive-in movie theatre | | | C1, C2 |
| Equestrian events center, including horse boarding and training facilities, indoor and outdoor arenas | | | C1, C2 |
| Indoor recreational and game facilities, such as bowling, game rooms, pool halls, video arcades | | C1, C2 | |
| Indoor Movie Theatre | C1, C2 | | |
| Outdoor recreation and sports facilities (public or private), such as golf courses and driving ranges, tennis courts, basketball courts, hockey rinks – both ice and in-line skating, athletic facilities | | | C1, C2 |
| Pools and water-related recreation parks and facilities (outdoor and indoor) | C1, C2 | | |
| Private recreational uses, country clubs, and other private clubs operated for benefit of members only and not for commercial gain | | | C1, C2 |
| Sporting arenas, coliseums, and other similar spectator sports venues | | | C1, C2 |
| **CAMPS, CAMPING AND RELATED ESTABLISHMENTS** | | | |
| Public and private campgrounds | | | C1, C2 |
| Recreational vehicle park and/or overnight campground | | | C1, C2 |
| **MUSEUM, ZOOS, AND OTHER SPECIAL PURPOSE RECREATIONAL OR CULTURAL INSTITUTION** | | | |
| Community or visitor information center | C1, C2 | | |
| Outdoor displays of public art (e.g. Sculpture gardens, formal landscape gardens, etc.) | C1, C2 | | |
| Library | | | C1, C2 |
| Museum, historic park, or similar cultural facility | | | C1, C2 |
| Non-Profit neighborhood or community recreation centers, including outdoor or indoor pools | | | C1, C2 |
| Zoo, arboretum or botanical gardens | | | C1, C2 |
| **NATURAL AND OTHER RECREATIONAL PARKS AND OPEN SPACE** | | | |
| Nature center /environmental education center | | | C1, C2 |
| Parks, playgrounds, trails, trailheads, picnic tables,/shelters, and other outdoor passive recreation facilities | | | C1, C2 |
| **PERFORMING ARTS ESTABLISHMENTS AND SUPPORTING ESTABLISHMENTS** | | | |
| Dancing, music and theatrical studio | C1, C2 | | |
| Theatres, auditoriums, concert halls, amphitheatres, and similar performing arts venues | C1, C2 | | |
| **PUBLIC USE, EDUCATION, PUBLIC ADMINISTARTION, HEALTH CARE, AND OTHER INSTITUTIONAL USES** | | | |
| **Type of Use** | **Permitted** | **UbSR** | **Not Permitted** |
| **EDUCATIONAL SERVICES** | | | |
| Colleges and universities | | | C1, C2 |
| Preschool, nursery school, and child day-care facilities | | | C1, C2 |
| Secondary Schools | | | C1, C2 |
| Technical, trade, business, or other specialty school | | | C1, C2 |
| **COMMUNITY SERVICES AND NON-RELIGIOUS ASSEMBLY** | | | |
| Events center, convention or conference center, meeting hall exhibition hall, and similar places of public assembly | C1, C2 | | |
| Private clubs or lodges; civic, social, and fraternal organizations | | | C1, C2 |
| **DEATH SERVICE** | | | |
| Cemeteries, crematoriums, and mausoleums | | | C1, C2 |
| Funeral homes, mortuaries | | | C1, C2 |
| **HEALTH AND HUMAN SERVICES** | | | |
| Clinics – Medical, dental | | | C1, C2 |
| Hospitals and emergency care facilities | | | C1, C2 |
| Medical and Diagnostic laboratories | | | C1, C2 |

| | | | |
|---|---|---|---|
| Residential child care facility | | | C1, C2 |
| **PUBLIC ADMINISTRATION, PUBLIC SAFETY, AND OTHER GOVERNMENT FACILITIES** | | | |
| Ambulance or emergency response dispatch; fire and rescue, police facilities | | | C1, C2 |
| Outdoor training facilities for police and fire personnel | | | C1, C2 |
| **PUBLIC USES** | | | |
| Xeriscape Display Area | C1, C2 | | |
| Public Art Display | C1, C2 | | |
| Public Use not described herein | | C1, C2 | |
| **RELIGIOUS ASSEMBLY** | | | |
| Religious assembly with (1) accessory educational or community service uses, or (2) in combination with another allowed principal use, or (3) with seating capacity of 600 or more in sanctuary or main activity area, or (4) proposed on a site 20 acres or larger | | | C1, C2 |
| **MINING AND EXTRACTION USES** | | | |
| **Type of Use** | **Permitted** | **UbSR** | **Not Permitted** |
| **MINING AND EXTRACTION USES** | | | |
| Mining quarries, sand and gravel operations, and similar extractive land uses. | | | C1, C2 |
| **AGRICULTURAL AND RELATED SERVICE USES** | | | |
| **Type of Use** | **Permitted** | **UbSR** | **Not Permitted** |
| **AGRICULTURAL PRODUCTION** | | | |
| Agricultural uses, limited to the cultivation of crops and grazing of animals | | | C1, C2 |
| **AGRICULTURAL RELATED SALES** | | | |
| Sale of agricultural products not requiring a sales tax license | | | C1, C2 |
| **ACCESSARY USES AND STRUCTURES** | | | |
| **Type of Use** | **Permitted** | **UbSR** | **Not Permitted** |
| Accessory dwelling units | | | C1, C2 |
| Caretaker residence | | | C1, C2 |
| Car wash (automatic or self-service) | C1, C2 | | |
| Dormitories | | | C1, C2 |
| Garage (attached or detached) / carport | | C1, C2 | |
| Guest houses | | | C1, C2 |
| Home occupations | | | C1, C2 |
| Keeping of household pets | | | C1, C2 |
| Maintenance building or shed | C1, C2 | | |
| Off-street parking areas, private garages, or structures | C1, C2 | | |
| Outdoor eating and seating areas | C1, C2 | | |
| Playhouses, patios, cabanas, porches, gazebos, and incidental household storage structures and buildings (Residential Uses Only) | | | C1, C2 |
| Private fallout and storm shelters | C1, C2 | | |
| Private greenhouses | C1, C2 | | |
| Private swimming pools and hot tubs | C1, C2 | | |
| Satellite dish and antennae | C1, C2 | | |
| Visitors' center, gift shop, or food court accessory to a park, open space, or outdoor recreational facility | | | C1, C2 |
| **TEMPORARY USES AND STRUCTURES** | | | |
| **Type of Use** | **Permitted** | **UbSR** | **Not Permitted** |
| Christmas tree lots, fruit and vegetables sales stands, and similar seasonal sales | C1, C2 | | |
| Circuses, carnivals, festivals, petting zoos, outdoor concerts, and similar temporary special events | | | C1, C2 |
| Farmers' market | | | C1, C2 |
| Firework sales | | C1, C2 | |
| Flea markets | | | C1, C2 |
| Model homes | | | C1, C2 |
| Temporary construction structures and other temporary structures | C1, C2 | | |
| Temporary school classroom structures | | | C1, C2 |
| Temporary vendor cart | | | C1, C2 |

## Sec. 1-40 – Minimum Standards for Building Height and Setbacks in the C1 Area

| C1 Commercial Area | | |
|---|---|---|
| Principal Structure Setbacks | Front (from street, public) | 20 feet |
| | Side | 0 feet |
| | Rear | 0 feet |
| Principal Structure Building Separation | Minimum Building Separation | 15 feet |
| All Structures | Maximum Permitted Height | 60 feet |
| C1 area | Total Acreage of Site | 5.77 +/- acres |
| Minimum Lot Area | | 5,000 square feet |
| Minimum Number of Lots | | 1 |
| Minimum Lot Width | | 50 feet |

## Sec. 1-50 – Minimum Standards for Building Height and Setbacks in the C2 Area

| C2 Commercial Area | | |
|---|---|---|
| Principal Structure Setbacks | Front (from street, public) | 20 feet |
| | Side | 0 feet |
| | Rear | 0 feet |
| Principal Structure Building Separation | Minimum Building Separation | 15 feet |
| All Structures | Maximum Permitted Height | 60 feet |
| C2 area | Total Acreage of Site | 0.66 +/- acres |
| Minimum Lot Area | | 5,000 square feet |
| Minimum Number of Lots | | 1 |
| Minimum Lot Width | | 35 feet |

February 21, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Joshua Sandoval for the approval of the following application:

**Z-25-01 Rezone:** Rezoning of 0.92 acres located at 4580 Dillon Dr from Planned Unit Development (PUD) to Highway and Arterial Business (B-3).

The Planning and Zoning Commission meeting will be held on **March 12, 2025, 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 Hannah Prinzi, Planner
(719) 553-2259

February 21, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Joshua Sandoval for the approval of the following application:

**Z-25-01 Rezone:** Rezoning of 0.92 acres located at 4580 Dillon Dr from Planned Unit Development (PUD) to Highway and Arterial Business (B-3).

The Planning and Zoning Commission meeting will be held on **March 12, 2025, 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 Hannah Prinzi, Planner
(719) 553-2259

February 21, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Joshua Sandoval for the approval of the following application:

**Z-25-01 Rezone:** Rezoning of 0.92 acres located at 4580 Dillon Dr from Planned Unit Development (PUD) to Highway and Arterial Business (B-3).

The Planning and Zoning Commission meeting will be held on **March 12, 2025, 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 Hannah Prinzi, Planner
(719) 553-2259

February 21, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Joshua Sandoval for the approval of the following application:

**Z-25-01 Rezone:** Rezoning of 0.92 acres located at 4580 Dillon Dr from Planned Unit Development (PUD) to Highway and Arterial Business (B-3).

The Planning and Zoning Commission meeting will be held on **March 12, 2025, 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 Hannah Prinzi, Planner
(719) 553-2259

CASE NUMBER Z-25-01

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 4580 DILLON DR 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.

February 25, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

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 4580 DILLON DR, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 25, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

| Owner | OwnerStree | OwnerCity | Owne | OwnerZip |
|---|---|---|---|---|
| SAM S REAL ESTATE BUSINESS + C/O WAL MART STORES INC ATTN PROPERTY TAX DEPT | 412 EAGLERIDGE BLVD | PUEBLO | CO | 81008 |
| PUEBLO LODGING LLC | PO BOX 15 | ABERDEEN | SD | 57402-0015 |
| HOME EQUITY OPTIONS LLC | 10401 VENICE BLVD STE 283 | LOS ANGELES | CA | 90034-6491 |
| SAI VINAYAK INC | 4201 RUGER DR | PUEBLO | CO | 81008 |

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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 DILLON NORTH SUBDIVISION

## SUMMARY:

The applicant is requesting to subdivide 33.858-acres into seven (7) commercial lots, one (1) industrial parcel, reserved for future development, and one (1) parcel dedicated to drainage and detention.

## PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to rezone approximately 21.848-acres from I-2, Industrial to B-3, Highway and Arterial Business Zone District. (Z-23-11)

## BACKGROUND:

The subject property is located north of Highway 47 (Cesar Chavez Boulevard) and adjacent to the east and west sides of Dillon Drive as it extends north. The subdivision site is currently unimproved and has never been subdivided. The applicant is requesting to subdivide the land into two parcels and 11 lots to facilitate commercial development to the east and west of Dillon Drive south of East 40th Street. Access to the lots on both sides of Dillon Drive will be taken from East 40th Street. Access easements are proposed to run south through the proposed southern lots, providing legal access to each lot/development site. The three lots located north of East 40th Street will also take access from East 40th Street and an internal access easement. No access will be provided from Dillon Drive or Highway 47 (Cesar Chavez Blvd.). The subdivision also includes two parcels; Parcel A is reserved for future subdivision and development. Parcel B is reserved for drainage and detention. All the proposed lots and Parcel B will be rezoned to B-3, Highway and Arterial Business District; Parcel A will remain an I-2 zoning.

## FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

## BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 12, 2025 Regular Meeting, voted 6-0 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-23-08 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE DILLON NORTH SUBDIVISION

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

SECTION 1.

The plat of the Dillon North Subdivision, being a subdivision of land legally described as:

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY AN AXLE IN A RANGE BOX; THENCE S89°31'31"E A DISTANCE OF 792.29 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF 40TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. N00°28'46"E A DISTANCE OF 111.94 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 109°34'28", A RADIUS OF 96.78 FEET, A DISTANCE OF 185.09 FEET TO A POINT OF TANGENT;
3. S70°54'18"W A DISTANCE OF 51.22 FEET;
4. S89°48'46"W A DISTANCE OF 147.64 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE;

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. N26°25'24"W A DISTANCE OF 147.64 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 35°00'00", A RADIUS OF 856.30 FEET, A DISTANCE OF 523.08 FEET TO A POINT OF TANGENT;
3. N61°25'24"W A DISTANCE OF 58.12 FEET;
4. N63°53'34"W A DISTANCE OF 137.90 FEET;
5. N71°13°02"W A DISTANCE OF 43.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD;

THENCE N23°32'41"E ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 468.55 FEET; THENCE S66°54'44"E A DISTANCE OF 1,065.17 FEET TO THE NORTHWEST CORNER OF THE DEED RECORDED IN BOOK 1842 AT PAGE 897 IN THE RECORDS OF COUNTY OF PUEBLO, STATE OF COLORADO; THENCE S00°25'23"E ON SAID WESTERLY BOUNDARY LINE A DISTANCE OF 806.29 FEET; THENCE N89°30'34"W ON SAID SOUTH LINE A DISTANCE OF 210.38 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 750,553 SQUARE FEET OR 17.230 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT POINT MARKED BY AN AXLE IN A RANGE BOX AT THE EAST QUARTER CORNER OF SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°25'23”W, ON THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 60.01 FEET; THENCE S88°34'38”W, PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 465.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD, SAID POINT BEING A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S75°47'26”E, HAVING A DELTA OF 09°20'07”, A RADIUS OF 1,806.25 FEET A DISTANCE OF 294.30 FEET TO A POINT OF TANGENT; THENCE CONTINUING ON SAID RIGHT-OF-WAY N23°32'41”E A DISTANCE OF 143.62 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE; THENCE ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 40TH/ STREET, THE FOLLOWING EIGHT (8) COURSES:

1. S66°26'45”E A DISTANCE OF 118.16 FEET;
2. S73°31'50”E A DISTANCE OF 210.80 FEET;
3. S65°51'46”E A DISTANCE OF 64.09 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 39°01'16”, A RADIUS OF 426.14 FEET, A DISTANCE OF 290.22 FEET;
5. S26°24'11”W A DISTANCE OF 48.36 FEET;
6. S69°39'22”W A DISTANCE OF 70.19 FEET'
7. S45°32'06”W A DISTANCE OF 50.97 FEET
8. S79°39'15”W A DISTANCE OF 140.34 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 201,177 SQUARE FEET OR 4.618 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 89º10'34” W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40” W), A DISTANCE OF 490.98 FEET: THENCE EASTERLY
ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND 40TH STREET

EXTENDED THE FOLLOWING TWO (2) COURSES;

1. N 88°35'16" E, A DISTANCE OF 180.70 FEET;
2. S 89°30'34" E, A DISTANCE OF 318.48 FEET;

THENCE S 00°25'01" E, A DISTANCE OF 621.50 FEET TO A POINT ON THE NORTHERLY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER; THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AND SAID EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE THE FOLLOWING SIX (6) COURSES;

1. S 83°44'03" W (S 83°44'53" W R&O), A DISTANCE OF 405.72 (405.69 R&O) FEET;
2. N 61°58'57" W (N 62°02'10" W R&O), A DISTANCE OF 40.82 (40.67 R&O) FEET;
3. N 26°28'24" W (N 26°27'56" W R&O), A DISTANCE OF 82.26 (82.28 R&O) FEET;
4. N 02°07'45" W (N 02°07'18" W R&O), A DISTANCE OF 200.08 (200.15 R&O) FEET;
5. N 04°40'40" W (N 04°40'31" W R&O), A DISTANCE OF 187.15 (187.09 R&O) FEET;
6. N 01°31'50" W (N 01°31'05" W R&O), A DISTANCE OF 184.83 (184.82 R&O) FEET; TO THE POINT OF BEGINNING

CONTAINING A CALCULATED AREA OF 7.18 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE
SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 85º59'52" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 322.88 FEET: THENCE SOUTHERLY AND WESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER THE FOLLOWING SEVEN (7) COURSES;

1. S 04°09'50" E (S 04°09'33" E R&O), A DISTANCE OF 133.97 (133.90 R&O) FEET;
2. S 00°20'04" W (S 00°20'27" W R&O), A DISTANCE OF 358.23 FEET;

3. S 05°09'42" E (S 05°15'27" E R&O), A DISTANCE OF 82.20 (82.09 R&O) FEET;
4. S 44°07'09" W (S 44°09'41" W R&O), A DISTANCE OF 125.14 (125.34 R&O) FEET;
5. N 84°13'12" W (N 84°15'53" W R&O), A DISTANCE OF 65.20 (65.05 R&O) FEET;
6. S 36°27'01" W (S 36°28'48" W R&O), A DISTANCE OF 31.35 FEET;
7. N 81°37'45" W, A DISTANCE OF 149.27 FEET; TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W, ALONG SAID WEST

LINE, A DISTANCE OF 270.07 FEET; THENCE N 88°59'28” E, A DISTANCE OF 207.17 FEET; THENCE N 02°38'18” W, A DISTANCE OF 388.22 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET; THENCE S 89°33'10” E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 121.44 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 3.01 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 01°34'40” W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF
SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40” W) A DISTANCE OF 22.04 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY
LINE OF 40TH STREET THE FOLLOWING TWO (2) COURSES;

1. N 88°02'36" E, A DISTANCE OF 48.64 FEET;
2. S 89°32'26" E, A DISTANCE OF 151.43 FEET;

THENCE S 02°38'18" E, A DISTANCE OF 388.22 FEET; THENCE S 88°59'28"W, A DISTANCE OF 207.17 FEET TO A POINT ON THE
WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W ALONG SAID WEST LINE, A DISTANCE OF 391.15 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1.82 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-l0-l0l, 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 April 14, 2025.

Final adoption of Ordinance by City Council on April 28, 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

# DILLON NORTH SUBDIVISION

## A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

**DEDICATION:**

KNOW ALL MEN BY THESE PRESENTS: THAT AKN ENTERPRISE, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING PROPERTY:

BASIS OF BEARINGS:THE COURSE ON THE WEST BOUNDARY LINE OF PARCEL C AND PARCEL B, AS SHOWN ON THE ALTA SURVEY DEPOSITED UNDER 2S-06-32 RECORDS OF THE COUNTY OF PUEBLO, STATE OF COLORADO, BEING MONUMENTED AT NORTHERLY END, BEING THE NORTHWEST CORNER OF SAID PARCEL C, BY A NO. 5 REBAR AND 1-1/2" ALUMINUM CAP STAMPED "PLS NO. 30107" AND AT THE SOUTHERLY END, BEING THE SOUTHWEST CORNER OF SAID PARCEL B, BEING MONUMENTED BY A 3-1/2" ALUMINUM CDOT RIGHT-OF-WAY MARKER ON AN ALUMINUM ROD STAMPED "PLS NO, 30107", ASSUMED TO BEAR S01°34'40"E A DISTANCE OF 661.22 FEET.

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY AN AXLE IN A RANGE BOX; THENCE S88°31'31"E A DISTANCE OF 792.29 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF 40TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. N00°28'46"E A DISTANCE OF 111.94 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 109°34'28", A RADIUS OF 96.78 FEET, A DISTANCE OF 185.09 FEET TO A POINT OF TANGENT;
3. S70°54'18"W A DISTANCE OF 51.22 FEET;
4. S89°48'46"W A DISTANCE OF 147.64 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE;

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. N26°25'24"W A DISTANCE OF 147.64 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 35°00'00", A RADIUS OF 856.30 FEET, A DISTANCE OF 523.08 FEET TO A POINT OF TANGENT;
3. N61°25'24"W A DISTANCE OF 58.12 FEET;
4. N63°53'34"W A DISTANCE OF 137.90 FEET;
5. N71°13'02"W A DISTANCE OF 43.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD;

THENCE N23°32'41"E ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 468.55 FEET; THENCE S66°54'44"E A DISTANCE OF 1,065.17 FEET TO THE NORTHWEST CORNER OF THE DEED RECORDED IN BOOK 1842 AT PAGE 897 IN THE RECORDS OF COUNTY OF PUEBLO, STATE OF COLORADO; THENCE S00°25'23"E ON SAID WESTERLY BOUNDARY LINE A DISTANCE OF 806.29 FEET; THENCE N89°30'34"W ON SAID SOUTH LINE A DISTANCE OF 210.38 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 750,553 SQUARE FEET OR 17.230 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT POINT MARKED BY AN AXLE IN A RANGE BOX AT THE EAST QUARTER CORNER OF SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°25'23"W, ON THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 60.01 FEET; THENCE S88°34'38"W, PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 465.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD, SAID POINT BEING A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S75°47'26"E, HAVING A DELTA OF 09°20'07", A RADIUS OF 1,806.25 FEET A DISTANCE OF 294.30 FEET TO A POINT OF TANGENT; THENCE CONTINUING ON SAID RIGHT-OF-WAY N23°32'41"E A DISTANCE OF 143.62 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE; THENCE ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 40TH STREET, THE FOLLOWING EIGHT (8) COURSES:

1. S66°26'45"E A DISTANCE OF 118.16 FEET;
2. S73°31'50"E A DISTANCE OF 210.80 FEET;
3. S65°51'46"E A DISTANCE OF 64.09 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 39°01'16", A RADIUS OF 426.14 FEET, A DISTANCE OF 290.22 FEET;
5. S26°24'11"W A DISTANCE OF 48.36 FEET;
6. S69°39'22"W A DISTANCE OF 70.19 FEET
7. S45°32'06"W A DISTANCE OF 50.87 FEET
8. S79°39'15"W A DISTANCE OF 140.34 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 201,177 SQUARE FEET OR 4.618 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 89°10'34" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO, 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W), A DISTANCE OF 490.98 FEET: THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND 40TH STREET EXTENDED THE FOLLOWING TWO (2) COURSES;

1. N 88°35'16" E, A DISTANCE OF 180.70 FEET;
2. S 89°30'34" E, A DISTANCE OF 318.48 FEET;

THENCE S 00°25'01" E, A DISTANCE OF 621.50 FEET TO A POINT ON THE NORTHERLY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO, 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER; THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO, 47 AND SAID EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE THE FOLLOWING SIX (6) COURSES;

1. S 83°44'03" W (S 83°44'53" W R&O), A DISTANCE OF 405.72 (405.69 R&O) FEET;
2. N 61°58'57" W (N 62°02'10" W R&O), A DISTANCE OF 40.82 (40,67 R&O) FEET;
3. N 26°28'24" W (N 26°27'56" W R&O), A DISTANCE OF 82.26 (82.28 R&O) FEET;
4. N 02°07'45" W (N 02°07'18" W R&O), A DISTANCE OF 200.08 (200.15 R&O) FEET;
5. N 04°40'40" W (N 04°40'31" W R&O), A DISTANCE OF 187.15 (187.09 R&O) FEET;
6. N 01°31'50" W (N 01°31'05" W R&O), A DISTANCE OF 184.83 (184.82 R&O) FEET; TO THE POINT OF BEGINNING

CONTAINING A CALCULATED AREA OF 7.18 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 85°59'52" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 322.88 FEET: THENCE SOUTHERLY AND WESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO, 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER THE FOLLOWING SEVEN (7) COURSES;

1. S 04°09'50" E (S 04°09'33" E R&O), A DISTANCE OF 133.97 (133.90 R&O) FEET;
2. S 00°20'04" W (S 00°20'27" W R&O), A DISTANCE OF 358,23 FEET;
3. S 05°09'42" E (S 05°15'27" E R&O), A DISTANCE OF 82.20 (82.09 R&O) FEET;
4. S 44°07'09" W (S 44°09'41" W R&O), A DISTANCE OF 125.14 (125.34 R&O) FEET;
5. N 84°13'12" W (N 84°15'53" W R&O), A DISTANCE OF 65.20 (65.05 R&O) FEET;
6. S 36°27'01" W (S 36°28'48" W R&O), A DISTANCE OF 31.35 FEET;
7. N 81°37'45" W, A DISTANCE OF 149.27 FEET;

TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W, ALONG SAID WEST LINE, A DISTANCE OF 270.07 FEET; THENCE N 88°59'28" E, A DISTANCE OF 207.17 FEET; THENCE N 02°38'18" W, A DISTANCE OF 388.22 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET; THENCE S 89°33'10" E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 121,44 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 3.01 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 01°34'40" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO, 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 22.04 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET THE FOLLOWING TWO (2) COURSES;

1. N 88°02'36" E, A DISTANCE OF 48.64 FEET;
2. S 89°32'26" E, A DISTANCE OF 151,43 FEET;

THENCE S 02°38'18" E, A DISTANCE OF 388,22 FEET; THENCE S 88°59'28"W, A DISTANCE OF 207,17 FEET TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W ALONG SAID WEST LINE, A DISTANCE OF 391.15 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1.82 ACRES.

VICINITY MAP
NOT TO SCALE

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO BLOCKS, LOTS, RIGHTS-OF-WAY, PARCELS, AND EASEMENTS , 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 "DILLON NORTH SUBDIVISION".

STREETS, CURBS & GUTTERS, AND SIDEWALKS LOCATED WITHIN INGRESS/EGRESS OR PUBLIC ACCESS EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY A CORPORATION OR ASSOCIATION COMPRISED OF THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.

LOTS 1-5, INCLUSIVE, BLOCK 2, AND LOTS 1-3, INCLUSIVE, AND PARCEL B, BLOCK 3, DILLON NORTH SUBDIVISION, SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

WITH THE EXCEPTION OF THE PRIVATE UTILITY EASEMENT LOCATED WITHIN LOT 2, BLOCK 3, DILLON NORTH SUBDIVISION, ALL EASEMENTS 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 AND STORMWATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED.

UNLESS OTHERWISE NOTED, DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION, THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENTS DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

THE CITY OF PUEBLO PUBLIC ACCESS EASEMENT SHOWN ON LOT 5, BLOCK 2 IS FOR THE SOLE PURPOSE OF PROVIDING ACCESS FOR THE CITY OF PUEBLO THROUGH SAID LOT 5 TO THE CITY OWNED PROPERTY.

PARCEL A, BLOCK 2 IS NON-BUILDABLE AND IS HEREBY RESERVED FOR FUTURE DEVELOPMENT.

THE DRAINAGE EASEMENT IN LOT 5, BLOCK 2 IS HEREBY RESERVED FOR DRAINAGE AND DETENTION TO BE MAINTAINED BY ALL OWNERS WITHIN LOTS 1, 2, 3, 4, AND 5, ALL IN BLOCK 2 OF THE SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE STORMWATER FACILITY MAINTENANCE AGREEMENT REFERENCED HEREIN.

PARCEL B, BLOCK 3 IS HEREBY RESERVED FOR DRAINAGE AND DETENTION TO BE OWNED AND MAINTAINED BY ALL OWNERS WITHIN BLOCK 3 OF THE SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE STORMWATER FACILITY MAINTENANCE AGREEMENT REFERENCED HEREIN. PARCEL B, BLOCK 3, IN ITS ENTIRETY, IS SUBJECT TO THE EASEMENTS SHOWN THEREON.

LOTS 1 AND 2, BLOCK 1, AND LOTS 6 AND 7, BLOCK 2 WILL REQUIRE AN ABBREVIATED DRAINAGE REPORT IN COMPLIANCE WITH THE APPROVED FINAL DRAINAGE REPORT AT TIME OF ANY COMMERCIAL SITE PLAN REVIEW. NO BUILDING PERMIT MAY ISSUE UNTIL THE ABBREVIATED DRAINAGE REPORT HAS BEEN APPROVED BY THE DIRECTOR OF PUBLIC WORKS AND ANY REQUIRED EASEMENT AND THE STORMWATER FACILITY MAINTENANCE AGREEMENT ARE RECORDED IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

PUBLIC ACCESS EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO AND BETWEEN ALL LOTS WITHIN THE BLOCK THE EASEMENTS ARE LOCATED. ACCESS EASEMENTS AND MAINTENANCE THEREOF ARE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DILLON NORTH SUBDIVISION.

SIGN EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO AND BETWEEN ALL LOTS WITHIN THE BLOCK THE EASEMENTS ARE LOCATED. SIGN EASEMENTS AND MAINTENANCE THEREOF ARE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DILLON NORTH SUBDIVISION. OFF SITE MULTI-TENANT SIGNS REQUIRE PLANNING AND ZONING APPROVAL OF A MASTER SIGN PLAN BEFORE A SIGN CAN BE INSTALLED.

THE UNDERSIGNED OWNER HEREBY CONSENTS TO THE ACCESS RESTRICTIONS HEREON.

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.

**FLOODPLAIN DEDICATION:**

ALL OR A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE A (AREA LOCATED WITHIN THE 100-YEAR FLOODPLAIN, WITHOUT BASE FLOOD ELEVATIONS DETERMINED) AS ESTABLISHED BY FEMA PER FIRM PANEL 08101C511D, EFFECTIVE DATE 8/15/2019. THE FOLLOWING LOTS WILL NOT BE ALLOWED BUILDING PERMITS WITHOUT A FLOODPLAIN DEVELOPMENT PERMIT BLOCK 1 LOTS 1-2, BLOCK 2 LOTS 1-7, AND BLOCK 3 LOTS 1-3 UNTIL A FEMA APPROVED LOMR REMOVING THE PROPERTIES FROM THE 100-YEAR FLOODPLAIN IS RECEIVED BY THE REGIONAL FLOODPLAIN ADMINISTRATION AND THE BUILDING PERMIT IS AUTHORIZED UNDER CHAPTER 9 OF TITLE XVII, P.M.C.

IN WITNESS WHEREOF: THAT AKN ENTERPRISE, LLC, A COLORADO LIMITED LIABILITY COMPANY, BY AVIK AMIN, PRESIDENT, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2025, A.D.

AKN ENTERPRISE, LLC, A COLORADO LIMITED LIABILITY COMPANY

_____

BY AVIK AMIN, PRESIDENT

STATE OF COLORADO )

)SS

COUNTY OF PUEBLO )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF _____, 2025, A.D.

BY AVIK AMIN, PRESIDENT OF AKN ENTERPRISE, LLC

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____ _____

NOTARY PUBLIC

**PLAT NOTES:**

1. EDWARD-JAMES SURVEYING, INC. RELIED UPON TITLE COMMITMENT NO. 2155522-IO, PREPARED BY STEWART TITLE GUARANTY COMPANY, WITH A COMMITMENT DATE OF OCTOBER 9, 2023, AT 8:00 A.M. AND TITLE COMMITMENT NO. 2200461, PREPARED BY STEWART TITLE GUARANTY COMPANY, WITH A COMMITMENT DATE OF NOVEMBER 22, 2023, AT 8:00 A.M, FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY, OR TITLE OF RECORD.
2. ALL REFERENCES HEREON TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS FILED IN THE RECORDS OF PUEBLO COUNTY, STATE OF COLORADO.
3. THE PLAT BOUNDARY IS BASED ON SEVERAL PARCELS AS DESCRIBED IN THE TITLE COMMITMENTS REFERENCED IN PLAT NOTE 1 ABOVE AND SHOWN IN THE DEDICATION STATEMENT HEREON. THE NORTHERN PARCELS REFERENCE COMMENCING AT A FOUND AXLE IN MONUMENT BOX AND THE SOUTHERN PARCELS REFERENCE COMMENCING AT A FOUND CONCRETE MONUMENT WITH LEAD PLUG AND BRASS TACK IN MONUMENT BOX, BOTH ARE SHOWN ON THIS PLAT. FOR CLARITY, EDWARD-JAMES SURVEYING, INC. HELD THE FOUND AXLE AS THE POINT OF BEGINNING FOR BLOCK 1 AND THE POINT OF COMMENCEMENT FOR BLOCKS 2 AND 3, AND PROVIDED BEARINGS AND DISTANCES TO THE POINT OF BEGINNING OF SAID BLOCKS 2 AND 3.
4. THE LINEAL UNIT OF MEASURE IS THE US SURVEY FOOT.

**BASIS OF BEARINGS:**

THE COURSE ON THE WEST BOUNDARY LINE OF PARCEL C AND PARCEL B, AS SHOWN ON THE ALTA SURVEY DEPOSITED UNDER 2S-06-32 RECORDS OF THE COUNTY OF PUEBLO, STATE OF COLORADO, BEING MONUMENTED AT NORTHERLY END, BEING THE NORTHWEST CORNER OF SAID PARCEL C, BY A NO. 4 REBAR AND 1-1/2" ALUMINUM CAP STAMPED "PLS NO, 30107" AND AT THE SOUTHERLY END, BEING THE SOUTHWEST CORNER OF SAID PARCEL B, BEING MONUMENTED BY A 3-1/2" ALUMINUM CDOT RIGHT-OF-WAY MARKER ON AN ALUMINUM ROD STAMPED "PLS NO. 30107", ASSUMED TO BEAR S01°34'40"E A DISTANCE OF 661.22 FEET

**NOTICE:**

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARKS, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

**PLANNING COMMISSION CERTIFICATION:**

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____

CHAIRPERSON PLANNING COMMISSION DATE

**APPROVAL FOR RECORDING:**

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____.

THIS IS TO CERTIFY THAT THE PLAT OF "DILLON NORTH SUBDIVISION" HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO..

_____ _____

CITY CLERK DATE

**IMPROVEMENTS CERTIFICATION:**

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7(J)(1) AND WITH SECTION 12-4-5(b), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____

DIRECTOR OF PUBLIC WORKS DATE

**SURVEYOR'S STATEMENT:**

I, EDWARD R. FISHER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE COLORADO REVISED STATUTES, AS AMENDED, AND THAT THIS PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACTS OF LAND AND THE SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____

**EDWARD R. FISHER,** PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S, NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

***NOTICE:***

*ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.*

| REVISIONS | | |
|---|---|---|
| NO. | DESCRIPTION | DATE |


EDWARD-JAMES SURVEYING, INC.
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

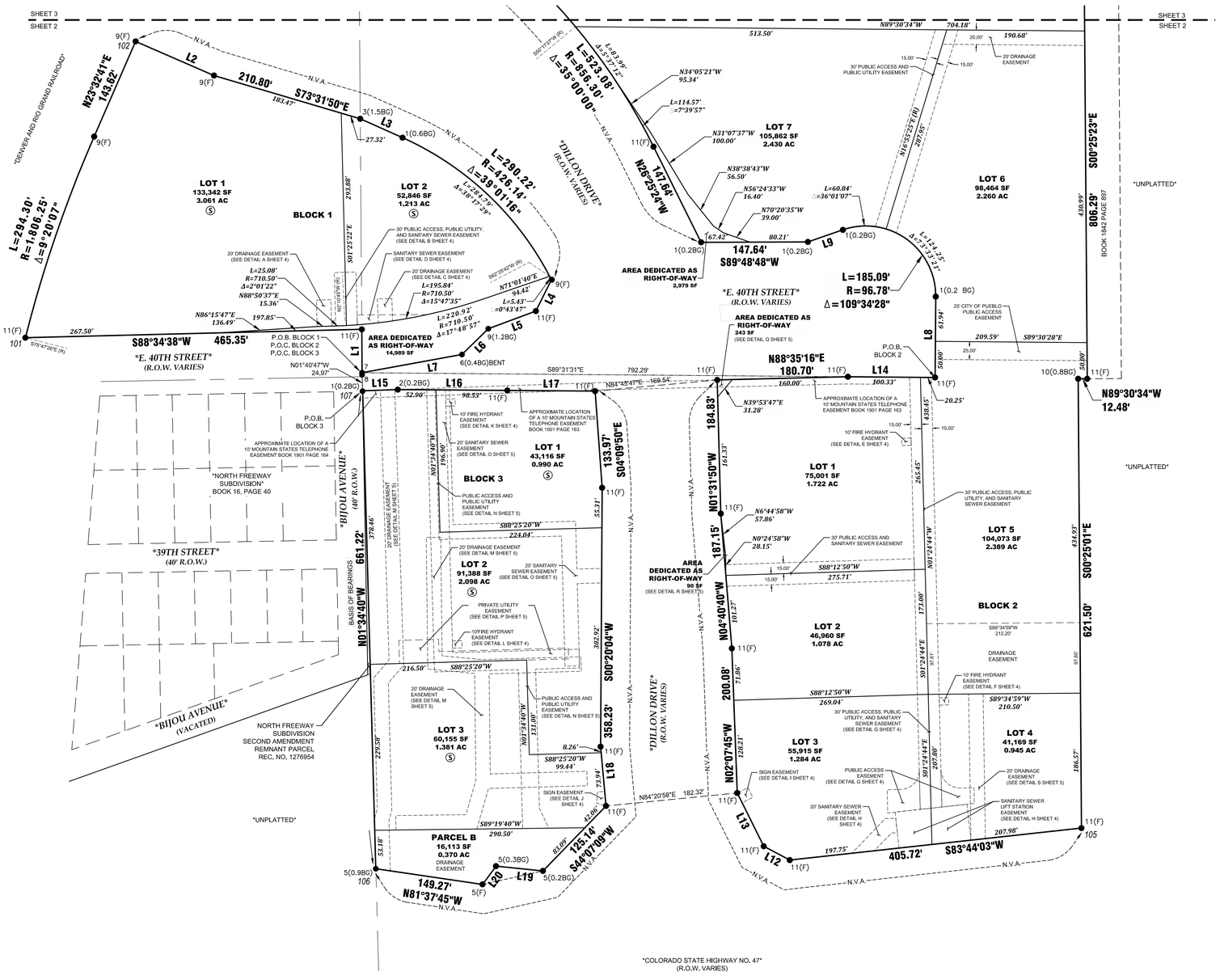

**DILLON NORTH SUBDIVISION**
**SUBDIVISION PLAT**

**A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO**

| | |
|---|---|
| DRAWN BY | JWT |
| CHECKED BY | ERF |
| H-SCALE | N/A |
| JOB NO. | 4111-00 |
| DATE CREATED | 8-31-22 |
| DATE ISSUED | 3-25-25 |
| SHEET NO | 1 OF 5 |

# DILLON NORTH SUBDIVISION

## A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO




| LINE TABLE | | |
|---|---|---|
| NO. | LENGTH | BEARING |
| L1 | 60.01' | N00°25'23"W |
| L2 | 118.16' | S66°26'45"E |
| L3 | 64.09' | S65°51'46"E |
| L4 | 48.36' | S26°24'11"W |
| L5 | 70.19' | S69°39'22"W |
| L6 | 50.97' | S45°32'06"W |
| L7 | 140.34' | S79°39'15"W |
| L8 | 111.94' | N00°28'46"E |
| L9 | 51.22' | S70°54'18"W |
| L10 | 58.12' | N61°25'24"W |
| L11 | 43.58' | N71°13'02"W |
| L12 | 40.82' | N61°58'57"W |
| L13 | 82.26' | N26°28'24"W |
| L14 | 120.59' | S89°30'34"E |
| L15 | 48.64' | N88°02'36"E |
| L16 | 151.43' | S89°32'26"E |
| L17 | 121.44' | S89°33'10"E |
| L18 | 82.20' | S05°09'42"E |
| L19 | 65.20' | N84°13'12"W |
| L20 | 31.35' | S36°27'01"W |

**LEGEND:**

- ●1 FOUND NO.5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "PLS NO. 30107"
- ●2 FOUND NO.5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "JR ENG LTD RLS 31161"
- ●3 FOUND NO.5 REBAR WITH ILLEGIBLE 1-1/2" ALUMINUM CAP
- ●4 FOUND NO.5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MATRIX PLS 34977"
- ●5 FOUND ALUMINUM ROD WITH 3-1/2" ALUMINUM CDOT R.O.W. CAP STAMPED "PLS NO. 30107"
- ●6 FOUND NO. 5 REBAR
- ●7 FOUND AXLE IN MONUMENT BOX
- ●8 FOUND CONCRETE MONUMENT WITH LEAD PLUG AND BRASS TACK IN MONUMENT BOX (SEE PLAT NOTE 3. ON SHEET 1 OF 5)
- ●9 FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP STAMPED "PLS 38880"
- ●10 FOUND NO. 4 REBAR
- ●11 SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"
- (F) MONUMENT FLUSH WITH GROUND
- (0.2AG) DISTANCE IN FEET MONUMENT ABOVE GROUND
- (0.2BG) DISTANCE IN FEET MONUMENT BELOW GROUND
- * AREA IS NOT PART OF THIS SUBDIVISION
- ADJACENT PROPERTY LOT LINE
- PROPERTY BOUNDARY LINE
- EASEMENT LINE
- BOUNDARY TIE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- N.V.A. NO VEHICULAR ACCESS
- (R) RADIAL BEARING

**NOTICE**

LOTS THAT CONTAIN THIS SYMBOL (S) ARE SERVICED BY SHALLOW SANITARY SEWER SERVICE LINES WHICH MAY NOT ALLOW GRAVITY SERVICE TO BASEMENTS.

**GPS NOTES:**

1. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. THE COORDINATES PROVIDED IN THE TABLE BELOW ARE COLORADO STATE PLANE 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1992. THE GROUND TO GRID CORRECTION FACTOR FOR THIS PLAT IS 0.999756700.
2. EDWARD-JAMES SURVEYING, INC. USED NGS MONUMENT WITH A DESIGNATION OF B4 AND A PID OF JK0064 TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. **REFER TO THE BASIS OF BEARINGS ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.**

| *NAD 83 COLORADO STATE PLANE SOUTH* | | |
|---|---|---|
| *POINT NO.* | *NORTHING* | *EASTING* |
| *101* | *1599484.36* | *3255379.52* |
| *102* | *1599894.08* | *3255531.96* |
| *103* | *1600651.22* | *3255861.88* |
| *104* | *1600233.63* | *3256841.50* |
| *105* | *1598806.32* | *3256839.49* |
| *106* | *1598750.15* | *3255863.99* |
| *107* | *1599410.96* | *3255845.79* |

| REVISIONS | | |
|---|---|---|
| NO. | DESCRIPTION | DATE |
| | | |


EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247


**DILLON NORTH SUBDIVISION**
**SUBDIVISION PLAT**

A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

| | |
|---|---|
| DRAWN BY | JWT |
| CHECKED BY | ERF |
| H-SCALE | 1" = 80' |
| JOB NO. | 4111-00 |
| DATE CREATED | 8-31-22 |
| DATE ISSUED | 3-25-25 |
| SHEET NO | 2 OF 5 |

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi

***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado
Wednesday March 12, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi.

**Commissioners Absent:** One Commission Seat Vacant

**Staff Members Present:** David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner, Hannah Prinzi, Planner, Cindy Capritta, Land Use Tech

**Staff Members Absent**: None

**Approval of the Agenda:** Bailey motioned to approve the agenda as amended, seconded by Boston.

**Motion Passed:** 6-0

**Public Hearings:**

**4. S-23-08 Dillon North Subdivision, a Special Area Plan,** subdivision of 33.85 acres into commercial lots, industrial lots, and parcels for drainage, utilities, and future development. Generally located north of the Cesar Chavez Blvd. and Dillon Drive intersection. Staff Report by Beritt Odom, Principal Planner.

**Hearing**: Applicants Darlene Horn and Toni Acri remained sworn in and spoke in support of the rezoning application. No one appeared in opposition.

**Commission Action:** Bailey moved to recommend the rezoning application to City Council with conditions 1-4 be completed before forwarding to Council, seconded by Boston.

**Motion Passed:** 6-0

**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-23-08 Dillon North Subdivision

**DATE:** March 31, 2025

---

Please place the above referenced submittal on the City Council Agenda.

I have received the mylars for the RPB for this subdivision which was required prior to city council scheduling.

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

# S-23-08

| | |
|---|---|
| **TO:** | City of Pueblo, Planning and Zoning Commission |
| **FROM:** | Beritt Odom, Principal Planner |
| **THROUGH:** | Scott Hobson, Acting Director of Planning and Community Development |
| **DATE:** | March 12, 2025 |
| **SUBJECT:** | Dillon North Subdivision |
| **APPLICANT:** | Avik Amin, AKN Enterprises LLC<br>Ron Childress, Dillon Drive Assoc. |
| **SURVEYOR:** | Edward Fisher, PLS, Edward James Surveying |
| **ENGINEER:** | Darlene Horn, P.E., DK Horn Engineering and Design |
| **PROPERTY OWNER:** | Same as Applicant |
| **LOCATION:** | Generally located north of the Hwy 47/Cesar Chavez Blvd. and Dillon Drive intersection. |
| **EXISTING ZONE:** | I-2, Industrial District |
| **CONCURRENT REQUESTS:** | Z-23-11, Rezone 21.221 acres, included in the proposed Dillon North Subdivision from I-2, Industrial to B-3, Highway and Arterial Business District. |

**REQUEST:**
The applicant is requesting to subdivide 33.858 acres into seven commercial lots, one industrial parcel, reserved for future development, and one parcel dedicated to drainage and detention.

**BACKGROUND AND ANALYSIS:**
The subject property is located north of Highway 47 or Cesar Chavez Blvd. and adjacent to the east and west sides of Dillon Drive as it extends north. The subdivision site is currently unimproved and has never been subdivided. The applicant is requesting to subdivide the land into two parcels and 11 lots to facilitate commercial development along the highway corridor. Access to the lots, located south of E. 40th Street, will be taken from E. 40th Street. Access easements are proposed to run south through the proposed southern lots, providing legal access to each lot/development site. The three lots located north of E. 40th Street will also take access from E. 40th Street and an internal access easement. No access will be provided from Dillon Drive or Highway 47 (Cesar Chavez Blvd.). The subdivision also includes two parcels; Parcel A is reserved for future subdivision and development. Parcel B is reserved for drainage and detention. All the proposed lots and Parcel B will be rezoned to B-3, Highway and Arterial Business District; Parcel A will remain an I-2 zoning.

**APPLICABLE REGULATIONS:**
Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

**RECOMMENDED MOTION:** The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

| | |
|---|---|
| **Requests for Modifications to Requirements:** | None |
| **Request for Deferred Filings** | Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, March 5, 2025. |
| **Plat Deficiencies:** | None |
| **Conditions of Approval (all conditions must be addressed prior to City Council review):** | 1. Public Works: amend the Subdivision and Supplemental Map according to Public Works' (Joe Martellaro's) red lined plats:<br>a. JM Comments - DILLON_NORTH_SUBDIVISION_PLAT_REVISED_02-12-2025_Thu_Feb_13_2025_12-03-26<br>b. JM Comments - DILLON_NORTH_SUBDIVISION_SUPPLEMENTAL_MAP_REVISED_2-12-2025_Thu_Feb_13_2025_12-05-11<br>2. Stormwater: "Submit a Stormwater Facility Maintenance Agreement (SFMA) for each pond:<br>a. The legal description for these should describe all lots that drain to the pond.<br>b. Submit "Acknowledgement and Performance Obligation (BOA)" with each SFMA. Reach out to me for this form."<br>3. Planning:<br>a. amend the Subdivision Plat to label and dedicate all access easements as "Public Access Easements."<br>b. amend Parcel A description and dedication to state that it is "non-buildable and reserved for future development."<br>4. GIS: Revise subdivision and supplemental plats to reflect E. 40th Street, memo from Debi Romines, February 14, 2025 |

**PLANNING AND COMMUNITY DEVELOPMENT COMMENTS**

**CHARACTER AND COMPATIBILITY:**

- **Site Character:**
- The site is currently unimproved graded land.

- **Neighborhood Compatibility:**

| | |
|---|---|
| North | I-2, Unimproved land<br>B-3, Walmart |
| East | S-3, Fountain Creek |
| South | B-4, Pueblo Mall |
| West | I-2, Single Family residences, Colorado Tire, possible salvage uses. |

- **Comprehensive Plan Compliance:**
  The area to be subdivided is designated as Mixed-Use Activity Center by the "Pueblo Regional Comprehensive Plan, 2022." According to the Comprehensive Plan, Mixed-Use Activity Centers primarily consist of retail, office, and multifamily residential uses. The intent of Mixed-Use Activity Center designation is to provide opportunities for the redevelopment and reactivation of malls, large format retail, and other commercial centers into compact mixed-use neighborhoods that serve as community and regional destinations.

The proposed subdivision will create commercial lots intended for development that houses retail and services uses along a highly visible highway corridor; therefore, conforming to the intent of the regional comprehensive plan.

**ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:**

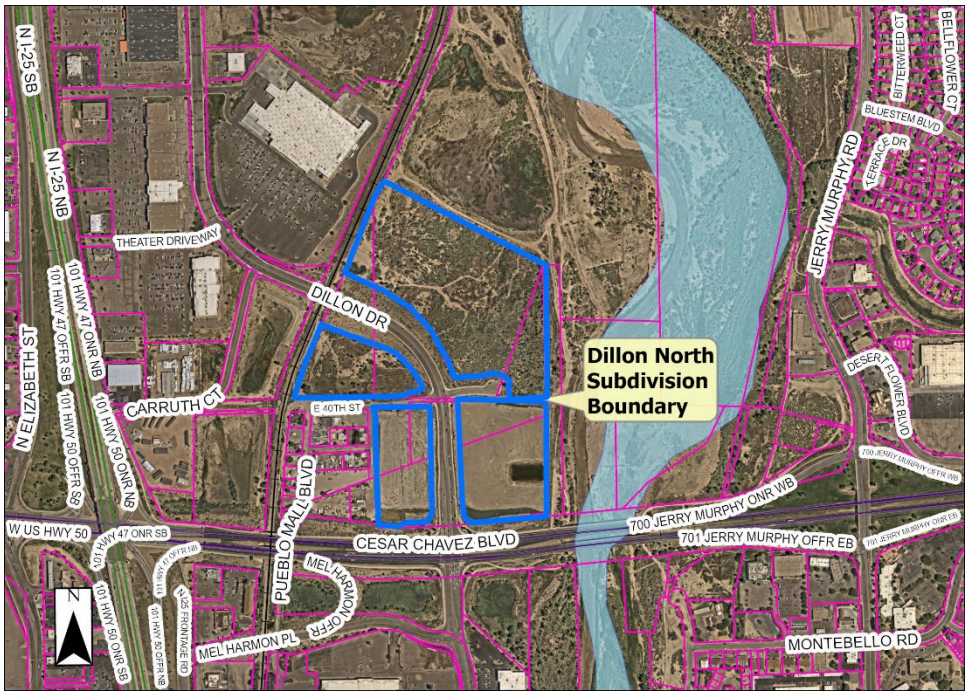
- All lots exceed the 5,000 square foot minimum lot area for the B-3, Highway Commercial Zone District. All lots have frontage on a public right of way and have access via access easements.

**REFERRAL AGENCIES AND COMMENTS:**

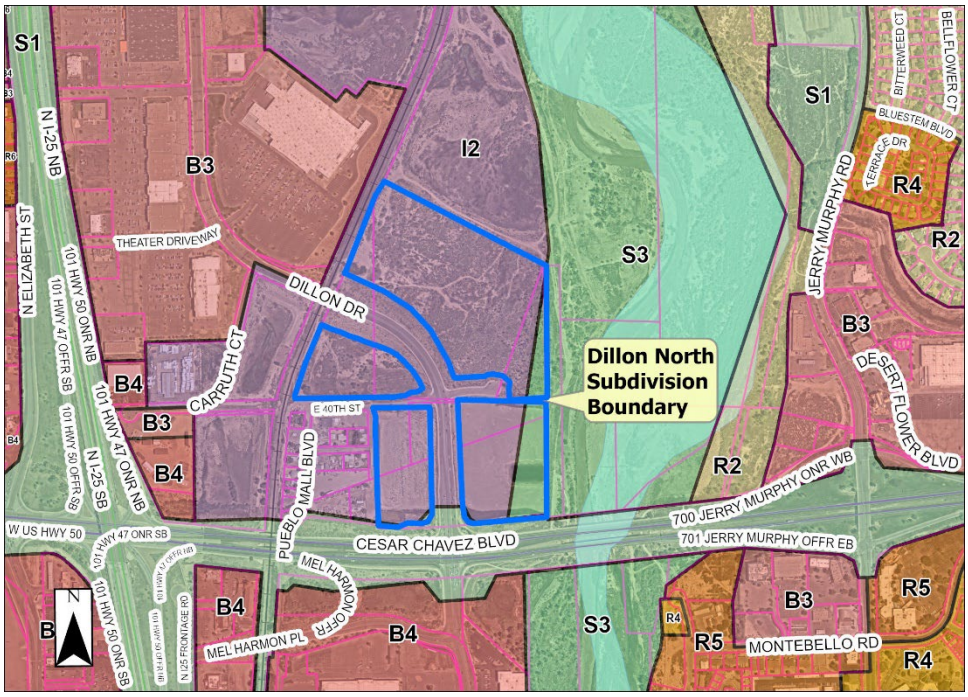
- City Public Works: Comments addressed in conditions for approval
- City Transportation: No comment
- Pueblo Regional Building Department: No comment
- City Fire Department: No comment
- Pueblo Board of Water Works: No comment
- City Wastewater: No comment
- City Stormwater: No comment
- City Parks and Recreation Department: No comment
- City GIS: Comments addressed in conditions for approval
- Xcel Energy: No comment
- Black Hills Energy: No comment
- CDOT: No comment
- Pueblo Board of Water Works: No comment

**ATTACHMENTS:**

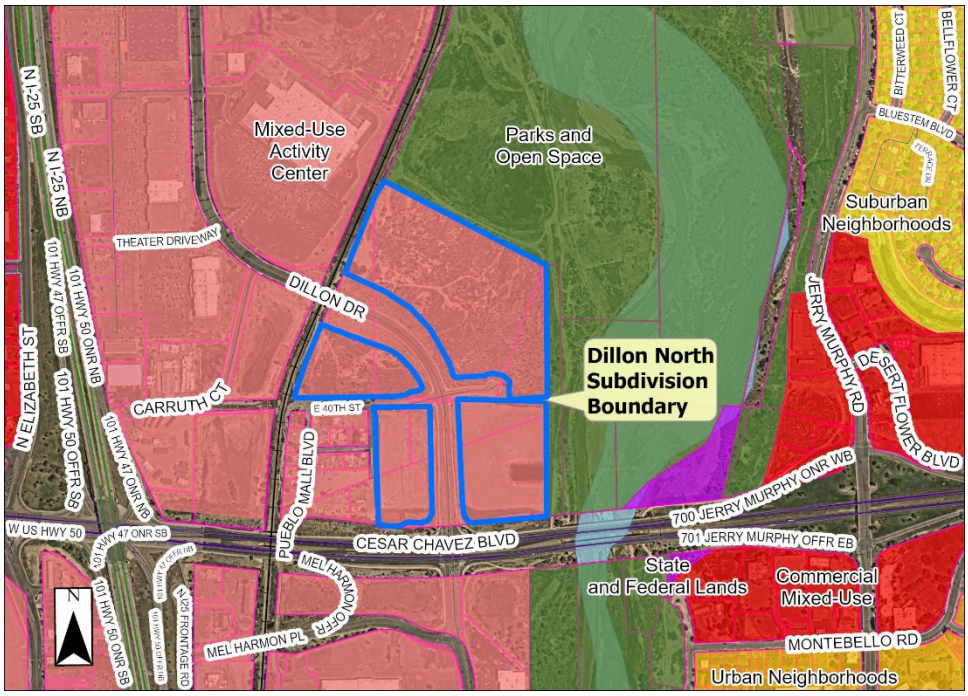
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. SRC Memo, March 5, 2025
E. Subdivision




**A. Aerial Photograph**




**B. Zoning Map**




**C. Comprehensive Plan**

**Attachment D. Site Photos**

Dillon North Subdivision, looking east from Dillon Dr.

Dillon North Subdivision, looking west from Dillon Dr.

# MEMORANDUM

**To:** Planning and Zoning Commission

**From:** Subdivision Review Committee

**Date:** March 5, 2025

**Subject:** S-23-08 Dillon North Subdivision

---

**S-23-08**
The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the Dillon North 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, March 5, 2025. |
| **Plat Deficiencies:** | None |
| **Conditions of Approval (all conditions must be addressed prior to City Council review):** | 1. Public Works: amend the Subdivision and Supplemental Map according to Public Work's (Joe Martellaro's) red lined plats:<br>a. JM Comments - DILLON_NORTH_SUBDIVISION_PLAT_REVISED_02-12-2025_Thu_Feb_13_2025_12-03-26<br>b. JM Comments - DILLON_NORTH_SUBDIVISION_SUPPLEMENTAL_MAP_REVISED_2-12-2025_Thu_Feb_13_2025_12-05-11<br>2. Stormwater: Submit a Stormwater Facility Maintenance Agreement (SFMA) for each pond:<br>a. The legal description for these should describe all lots that drain to the pond.<br>b. Submit "Acknowledgement and Performance Obligation (BOA)" with each SFMA. Reach out to me for this form."<br>3. Planning:<br>a. amend the Subdivision Plat to label and dedicate all access easements as "Public Access Easements."<br>b. amend Parcel A description and dedication to state that it is "non-buildable and reserved for future development."<br>4. GIS: Revise subdivision and supplemental plats to reflect E. 40th Street, memo from Debi Romines, February 14, 2025 |

# DILLON NORTH SUBDIVISION

## A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

**DEDICATION:**

KNOW ALL MEN BY THESE PRESENTS: THAT AKN ENTERPRISE, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING PROPERTY:

BASIS OF BEARINGS:THE COURSE ON THE WEST BOUNDARY LINE OF PARCEL C AND PARCEL B, AS SHOWN ON THE ALTA SURVEY DEPOSITED UNDER 2S-06-32 RECORDS OF THE COUNTY OF PUEBLO, STATE OF COLORADO, BEING MONUMENTED AT NORTHERLY END, BEING THE NORTHWEST CORNER OF SAID PARCEL C, BY A NO. 5 REBAR AND 1-1/2" ALUMINUM CAP STAMPED "PLS NO. 30107" AND AT THE SOUTHERLY END, BEING THE SOUTHWEST CORNER OF SAID PARCEL B, BEING MONUMENTED BY A 3-1/2" ALUMINUM CDOT RIGHT-OF-WAY MARKER ON AN ALUMINUM ROD STAMPED "PLS NO, 30107", ASSUMED TO BEAR S01°34'40"E A DISTANCE OF 661.22 FEET.

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY AN AXLE IN A RANGE BOX; THENCE S88°31'31"E A DISTANCE OF 792.29 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF 40TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. N00°28'46"E A DISTANCE OF 111.94 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 109°34'28", A RADIUS OF 96.78 FEET, A DISTANCE OF 185.09 FEET TO A POINT OF TANGENT;
3. S70°54'18"W A DISTANCE OF 51.22 FEET;
4. S89°48'46"W A DISTANCE OF 147.64 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE;

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. N26°25'24"W A DISTANCE OF 147.64 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 35°00'00", A RADIUS OF 856.30 FEET, A DISTANCE OF 523.08 FEET TO A POINT OF TANGENT;
3. N61°25'24"W A DISTANCE OF 58.12 FEET;
4. N63°53'34"W A DISTANCE OF 137.90 FEET;
5. N71°13'02"W A DISTANCE OF 43.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD;

THENCE N23°32'41"E ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 468.55 FEET; THENCE S66°54'44"E A DISTANCE OF 1,065.17 FEET TO THE NORTHWEST CORNER OF THE DEED RECORDED IN BOOK 1842 AT PAGE 897 IN THE RECORDS OF COUNTY OF PUEBLO, STATE OF COLORADO; THENCE S00°25'23"E ON SAID WESTERLY BOUNDARY LINE A DISTANCE OF 806.29 FEET; THENCE N89°30'34"W ON SAID SOUTH LINE A DISTANCE OF 210.38 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 750,553 SQUARE FEET OR 17.230 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT POINT MARKED BY AN AXLE IN A RANGE BOX AT THE EAST QUARTER CORNER OF SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°25'23"W, ON THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 60.01 FEET; THENCE S88°34'38"W, PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 465.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD, SAID POINT BEING A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S75°47'26"E, HAVING A DELTA OF 09°20'07", A RADIUS OF 1,806.25 FEET A DISTANCE OF 294.30 FEET TO A POINT OF TANGENT; THENCE CONTINUING ON SAID RIGHT-OF-WAY N23°32'41"E A DISTANCE OF 143.62 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE; THENCE ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 40TH STREET, THE FOLLOWING EIGHT (8) COURSES:

1. S66°26'45"E A DISTANCE OF 118.16 FEET;
2. S73°31'50"E A DISTANCE OF 210.80 FEET;
3. S65°51'46"E A DISTANCE OF 64.09 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 39°01'16", A RADIUS OF 426.14 FEET, A DISTANCE OF 290.22 FEET;
5. S26°24'11"W A DISTANCE OF 48.36 FEET;
6. S69°39'22"W A DISTANCE OF 70.19 FEET
7. S45°32'06"W A DISTANCE OF 50.87 FEET
8. S79°39'15"W A DISTANCE OF 140.34 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 201,177 SQUARE FEET OR 4.618 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 89°10'34" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO, 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W), A DISTANCE OF 490.98 FEET: THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND 40TH STREET EXTENDED THE FOLLOWING TWO (2) COURSES;

1. N 88°35'16" E, A DISTANCE OF 180.70 FEET;
2. S 89°30'34" E, A DISTANCE OF 318.48 FEET;

THENCE S 00°25'01" E, A DISTANCE OF 621.50 FEET TO A POINT ON THE NORTHERLY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO, 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER; THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO, 47 AND SAID EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE THE FOLLOWING SIX (6) COURSES;

1. S 83°44'03" W (S 83°44'53" W R&O), A DISTANCE OF 405.72 (405.69 R&O) FEET;
2. N 61°58'57" W (N 62°02'10" W R&O), A DISTANCE OF 40.82 (40,67 R&O) FEET;
3. N 26°28'24" W (N 26°27'56" W R&O), A DISTANCE OF 82.26 (82.28 R&O) FEET;
4. N 02°07'45" W (N 02°07'18" W R&O), A DISTANCE OF 200.08 (200.15 R&O) FEET;
5. N 04°40'40" W (N 04°40'31" W R&O), A DISTANCE OF 187.15 (187.09 R&O) FEET;
6. N 01°31'50" W (N 01°31'05" W R&O), A DISTANCE OF 184.83 (184.82 R&O) FEET; TO THE POINT OF BEGINNING

CONTAINING A CALCULATED AREA OF 7.18 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 85°59'52" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 322.88 FEET: THENCE SOUTHERLY AND WESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO, 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER THE FOLLOWING SEVEN (7) COURSES;

1. S 04°09'50" E (S 04°09'33" E R&O), A DISTANCE OF 133.97 (133.90 R&O) FEET;
2. S 00°20'04" W (S 00°20'27" W R&O), A DISTANCE OF 358,23 FEET;
3. S 05°09'42" E (S 05°15'27" E R&O), A DISTANCE OF 82.20 (82.09 R&O) FEET;
4. S 44°07'09" W (S 44°09'41" W R&O), A DISTANCE OF 125.14 (125.34 R&O) FEET;
5. N 84°13'12" W (N 84°15'53" W R&O), A DISTANCE OF 65.20 (65.05 R&O) FEET;
6. S 36°27'01" W (S 36°28'48" W R&O), A DISTANCE OF 31.35 FEET;
7. N 81°37'45" W, A DISTANCE OF 149.27 FEET;

TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W, ALONG SAID WEST LINE, A DISTANCE OF 270.07 FEET; THENCE N 88°59'28" E, A DISTANCE OF 207.17 FEET; THENCE N 02°38'18" W, A DISTANCE OF 388.22 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET; THENCE S 89°33'10" E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 121,44 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 3.01 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 01°34'40" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO, 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 22.04 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET THE FOLLOWING TWO (2) COURSES;

1. N 88°02'36" E, A DISTANCE OF 48.64 FEET;
2. S 89°32'26" E, A DISTANCE OF 151,43 FEET;

THENCE S 02°38'18" E, A DISTANCE OF 388,22 FEET; THENCE S 88°59'28"W, A DISTANCE OF 207,17 FEET TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W ALONG SAID WEST LINE, A DISTANCE OF 391.15 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1.82 ACRES.

VICINITY MAP
NOT TO SCALE

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO BLOCKS, LOTS, RIGHTS-OF-WAY, PARCELS, AND EASEMENTS , 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 "DILLON NORTH SUBDIVISION".

STREETS, CURBS & GUTTERS, AND SIDEWALKS LOCATED WITHIN INGRESS/EGRESS OR PUBLIC ACCESS EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY A CORPORATION OR ASSOCIATION COMPRISED OF THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.

LOTS 1-5, INCLUSIVE, BLOCK 2, AND LOTS 1-3, INCLUSIVE, AND PARCEL B, BLOCK 3, DILLON NORTH SUBDIVISION, SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

WITH THE EXCEPTION OF THE PRIVATE UTILITY EASEMENT LOCATED WITHIN LOT 2, BLOCK 3, DILLON NORTH SUBDIVISION, ALL EASEMENTS 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 AND STORMWATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED.

UNLESS OTHERWISE NOTED, DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION, THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENTS DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

THE CITY OF PUEBLO PUBLIC ACCESS EASEMENT SHOWN ON LOT 5, BLOCK 2 IS FOR THE SOLE PURPOSE OF PROVIDING ACCESS FOR THE CITY OF PUEBLO THROUGH SAID LOT 5 TO THE CITY OWNED PROPERTY.

PARCEL A, BLOCK 2 IS NON-BUILDABLE AND IS HEREBY RESERVED FOR FUTURE DEVELOPMENT.

THE DRAINAGE EASEMENT IN LOT 5, BLOCK 2 IS HEREBY RESERVED FOR DRAINAGE AND DETENTION TO BE MAINTAINED BY ALL OWNERS WITHIN LOTS 1, 2, 3, 4, AND 5, ALL IN BLOCK 2 OF THE SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE STORMWATER FACILITY MAINTENANCE AGREEMENT REFERENCED HEREIN.

PARCEL B, BLOCK 3 IS HEREBY RESERVED FOR DRAINAGE AND DETENTION TO BE OWNED AND MAINTAINED BY ALL OWNERS WITHIN BLOCK 3 OF THE SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE STORMWATER FACILITY MAINTENANCE AGREEMENT REFERENCED HEREIN. PARCEL B, BLOCK 3, IN ITS ENTIRETY, IS SUBJECT TO THE EASEMENTS SHOWN THEREON.

LOTS 1 AND 2, BLOCK 1, AND LOTS 6 AND 7, BLOCK 2 WILL REQUIRE AN ABBREVIATED DRAINAGE REPORT IN COMPLIANCE WITH THE APPROVED FINAL DRAINAGE REPORT AT TIME OF ANY COMMERCIAL SITE PLAN REVIEW. NO BUILDING PERMIT MAY ISSUE UNTIL THE ABBREVIATED DRAINAGE REPORT HAS BEEN APPROVED BY THE DIRECTOR OF PUBLIC WORKS AND ANY REQUIRED EASEMENT AND THE STORMWATER FACILITY MAINTENANCE AGREEMENT ARE RECORDED IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

PUBLIC ACCESS EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO AND BETWEEN ALL LOTS WITHIN THE BLOCK THE EASEMENTS ARE LOCATED. ACCESS EASEMENTS AND MAINTENANCE THEREOF ARE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DILLON NORTH SUBDIVISION.

SIGN EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO AND BETWEEN ALL LOTS WITHIN THE BLOCK THE EASEMENTS ARE LOCATED. SIGN EASEMENTS AND MAINTENANCE THEREOF ARE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DILLON NORTH SUBDIVISION. OFF SITE MULTI-TENANT SIGNS REQUIRE PLANNING AND ZONING APPROVAL OF A MASTER SIGN PLAN BEFORE A SIGN CAN BE INSTALLED.

THE UNDERSIGNED OWNER HEREBY CONSENTS TO THE ACCESS RESTRICTIONS HEREON.

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.

**FLOODPLAIN DEDICATION:**

ALL OR A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE A (AREA LOCATED WITHIN THE 100-YEAR FLOODPLAIN, WITHOUT BASE FLOOD ELEVATIONS DETERMINED) AS ESTABLISHED BY FEMA PER FIRM PANEL 08101C511D, EFFECTIVE DATE 8/15/2019. THE FOLLOWING LOTS WILL NOT BE ALLOWED BUILDING PERMITS WITHOUT A FLOODPLAIN DEVELOPMENT PERMIT BLOCK 1 LOTS 1-2, BLOCK 2 LOTS 1-7, AND BLOCK 3 LOTS 1-3 UNTIL A FEMA APPROVED LOMR REMOVING THE PROPERTIES FROM THE 100-YEAR FLOODPLAIN IS RECEIVED BY THE REGIONAL FLOODPLAIN ADMINISTRATION AND THE BUILDING PERMIT IS AUTHORIZED UNDER CHAPTER 9 OF TITLE XVII, P.M.C.

IN WITNESS WHEREOF: THAT AKN ENTERPRISE, LLC, A COLORADO LIMITED LIABILITY COMPANY, BY AVIK AMIN, PRESIDENT, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2025, A.D.

AKN ENTERPRISE, LLC, A COLORADO LIMITED LIABILITY COMPANY

_____

BY AVIK AMIN, PRESIDENT

STATE OF COLORADO )

)SS

COUNTY OF PUEBLO )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF _____, 2025, A.D.

BY AVIK AMIN, PRESIDENT OF AKN ENTERPRISE, LLC

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____ _____

NOTARY PUBLIC

**PLAT NOTES:**

1. EDWARD-JAMES SURVEYING, INC. RELIED UPON TITLE COMMITMENT NO. 2155522-IO, PREPARED BY STEWART TITLE GUARANTY COMPANY, WITH A COMMITMENT DATE OF OCTOBER 9, 2023, AT 8:00 A.M. AND TITLE COMMITMENT NO. 2200461, PREPARED BY STEWART TITLE GUARANTY COMPANY, WITH A COMMITMENT DATE OF NOVEMBER 22, 2023, AT 8:00 A.M, FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY, OR TITLE OF RECORD.
2. ALL REFERENCES HEREON TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS FILED IN THE RECORDS OF PUEBLO COUNTY, STATE OF COLORADO.
3. THE PLAT BOUNDARY IS BASED ON SEVERAL PARCELS AS DESCRIBED IN THE TITLE COMMITMENTS REFERENCED IN PLAT NOTE 1 ABOVE AND SHOWN IN THE DEDICATION STATEMENT HEREON. THE NORTHERN PARCELS REFERENCE COMMENCING AT A FOUND AXLE IN MONUMENT BOX AND THE SOUTHERN PARCELS REFERENCE COMMENCING AT A FOUND CONCRETE MONUMENT WITH LEAD PLUG AND BRASS TACK IN MONUMENT BOX, BOTH ARE SHOWN ON THIS PLAT. FOR CLARITY, EDWARD-JAMES SURVEYING, INC. HELD THE FOUND AXLE AS THE POINT OF BEGINNING FOR BLOCK 1 AND THE POINT OF COMMENCEMENT FOR BLOCKS 2 AND 3, AND PROVIDED BEARINGS AND DISTANCES TO THE POINT OF BEGINNING OF SAID BLOCKS 2 AND 3.
4. THE LINEAL UNIT OF MEASURE IS THE US SURVEY FOOT.

**BASIS OF BEARINGS:**

THE COURSE ON THE WEST BOUNDARY LINE OF PARCEL C AND PARCEL B, AS SHOWN ON THE ALTA SURVEY DEPOSITED UNDER 2S-06-32 RECORDS OF THE COUNTY OF PUEBLO, STATE OF COLORADO, BEING MONUMENTED AT NORTHERLY END, BEING THE NORTHWEST CORNER OF SAID PARCEL C, BY A NO. 4 REBAR AND 1-1/2" ALUMINUM CAP STAMPED "PLS NO, 30107" AND AT THE SOUTHERLY END, BEING THE SOUTHWEST CORNER OF SAID PARCEL B, BEING MONUMENTED BY A 3-1/2" ALUMINUM CDOT RIGHT-OF-WAY MARKER ON AN ALUMINUM ROD STAMPED "PLS NO. 30107", ASSUMED TO BEAR S01°34'40"E A DISTANCE OF 661.22 FEET

**NOTICE:**

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARKS, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

**PLANNING COMMISSION CERTIFICATION:**

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____

CHAIRPERSON PLANNING COMMISSION DATE

**APPROVAL FOR RECORDING:**

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____.

THIS IS TO CERTIFY THAT THE PLAT OF "DILLON NORTH SUBDIVISION" HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO..

_____ _____

CITY CLERK DATE

**IMPROVEMENTS CERTIFICATION:**

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7(J)(1) AND WITH SECTION 12-4-5(b), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____

DIRECTOR OF PUBLIC WORKS DATE

**SURVEYOR'S STATEMENT:**

I, EDWARD R. FISHER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE COLORADO REVISED STATUTES, AS AMENDED, AND THAT THIS PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACTS OF LAND AND THE SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____

**EDWARD R. FISHER,** PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S, NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

***NOTICE:***

*ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.*

| REVISIONS | | |
|---|---|---|
| NO. | DESCRIPTION | DATE |


EDWARD-JAMES SURVEYING, INC.
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

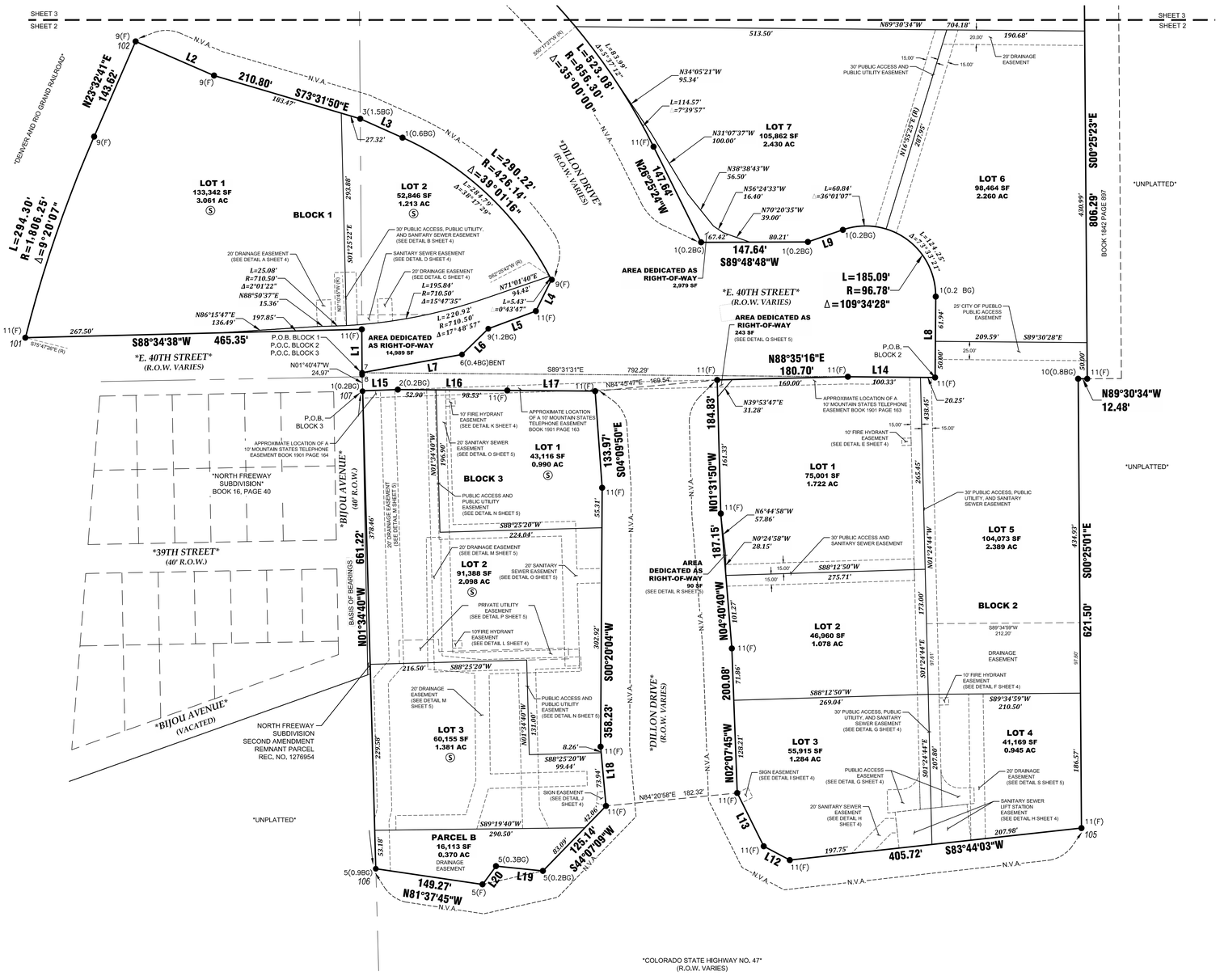

**DILLON NORTH SUBDIVISION**
**SUBDIVISION PLAT**

**A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO**

| | |
|---|---|
| DRAWN BY | JWT |
| CHECKED BY | ERF |
| H-SCALE | N/A |
| JOB NO. | 4111-00 |
| DATE CREATED | 8-31-22 |
| DATE ISSUED | 3-25-25 |
| SHEET NO | 1 OF 5 |

# DILLON NORTH SUBDIVISION

## A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO




N

80' 0 80' 160'

SCALE: 1" = 80'

| LINE TABLE | | |
|---|---|---|
| NO. | LENGTH | BEARING |
| L1 | 60.01' | N00°25'23"W |
| L2 | 118.16' | S66°26'45"E |
| L3 | 64.09' | S65°51'46"E |
| L4 | 48.36' | S26°24'11"W |
| L5 | 70.19' | S69°39'22"W |
| L6 | 50.97' | S45°32'06"W |
| L7 | 140.34' | S79°39'15"W |
| L8 | 111.94' | N00°28'46"E |
| L9 | 51.22' | S70°54'18"W |
| L10 | 58.12' | N61°25'24"W |
| L11 | 43.58' | N71°13'02"W |
| L12 | 40.82' | N61°58'57"W |
| L13 | 82.26' | N26°28'24"W |
| L14 | 120.59' | S89°30'34"E |
| L15 | 48.64' | N88°02'36"E |
| L16 | 151.43' | S89°32'26"E |
| L17 | 121.44' | S89°33'10"E |
| L18 | 82.20' | S05°09'42"E |
| L19 | 65.20' | N84°13'12"W |
| L20 | 31.35' | S36°27'01"W |

**LEGEND:**

| | |
|---|---|
| ●1 | FOUND NO.5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "PLS NO. 30107" |
| ●2 | FOUND NO.5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "JR ENG LTD RLS 31161" |
| ●3 | FOUND NO.5 REBAR WITH ILLEGIBLE 1-1/2" ALUMINUM CAP |
| ●4 | FOUND NO.5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MATRIX PLS 34977" |
| ●5 | FOUND ALUMINUM ROD WITH 3-1/2" ALUMINUM CDOT R.O.W. CAP STAMPED "PLS NO. 30107" |
| ●6 | FOUND NO. 5 REBAR |
| ●7 | FOUND AXLE IN MONUMENT BOX |
| ●8 | FOUND CONCRETE MONUMENT WITH LEAD PLUG AND BRASS TACK IN MONUMENT BOX (SEE PLAT NOTE 3. ON SHEET 1 OF 5) |
| ●9 | FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP STAMPED "PLS 38880" |
| ●10 | FOUND NO. 4 REBAR |
| ●11 | SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042" |
| (F) | MONUMENT FLUSH WITH GROUND |
| (0.2AG) | DISTANCE IN FEET MONUMENT ABOVE GROUND |
| (0.2BG) | DISTANCE IN FEET MONUMENT BELOW GROUND |
| * | AREA IS NOT PART OF THIS SUBDIVISION |
| — — — — | ADJACENT PROPERTY LOT LINE |
| ——— | PROPERTY BOUNDARY LINE |
| - - - - - | EASEMENT LINE |
| ·—·—·—· | BOUNDARY TIE |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| N.V.A. | NO VEHICULAR ACCESS |
| (R) | RADIAL BEARING |

**NOTICE**

LOTS THAT CONTAIN THIS SYMBOL (S) ARE SERVICED BY SHALLOW SANITARY SEWER SERVICE LINES WHICH MAY NOT ALLOW GRAVITY SERVICE TO BASEMENTS.

**GPS NOTES:**

1. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. THE COORDINATES PROVIDED IN THE TABLE BELOW ARE COLORADO STATE PLANE 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1992. THE GROUND TO GRID CORRECTION FACTOR FOR THIS PLAT IS 0.999756700.
2. EDWARD-JAMES SURVEYING, INC. USED NGS MONUMENT WITH A DESIGNATION OF B4 AND A PID OF JK0064 TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. **REFER TO THE BASIS OF BEARINGS ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.**

| *NAD 83 COLORADO STATE PLANE SOUTH* | | |
|---|---|---|
| *POINT NO.* | *NORTHING* | *EASTING* |
| *101* | *1599484.36* | *3255379.52* |
| *102* | *1599894.08* | *3255531.96* |
| *103* | *1600651.22* | *3255861.88* |
| *104* | *1600233.63* | *3256841.50* |
| *105* | *1598806.32* | *3256839.49* |
| *106* | *1598750.15* | *3255863.99* |
| *107* | *1599410.96* | *3255845.79* |

| REVISIONS | | |
|---|---|---|
| NO. | DESCRIPTION | DATE |
| | | |


EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247


**DILLON NORTH SUBDIVISION**
**SUBDIVISION PLAT**

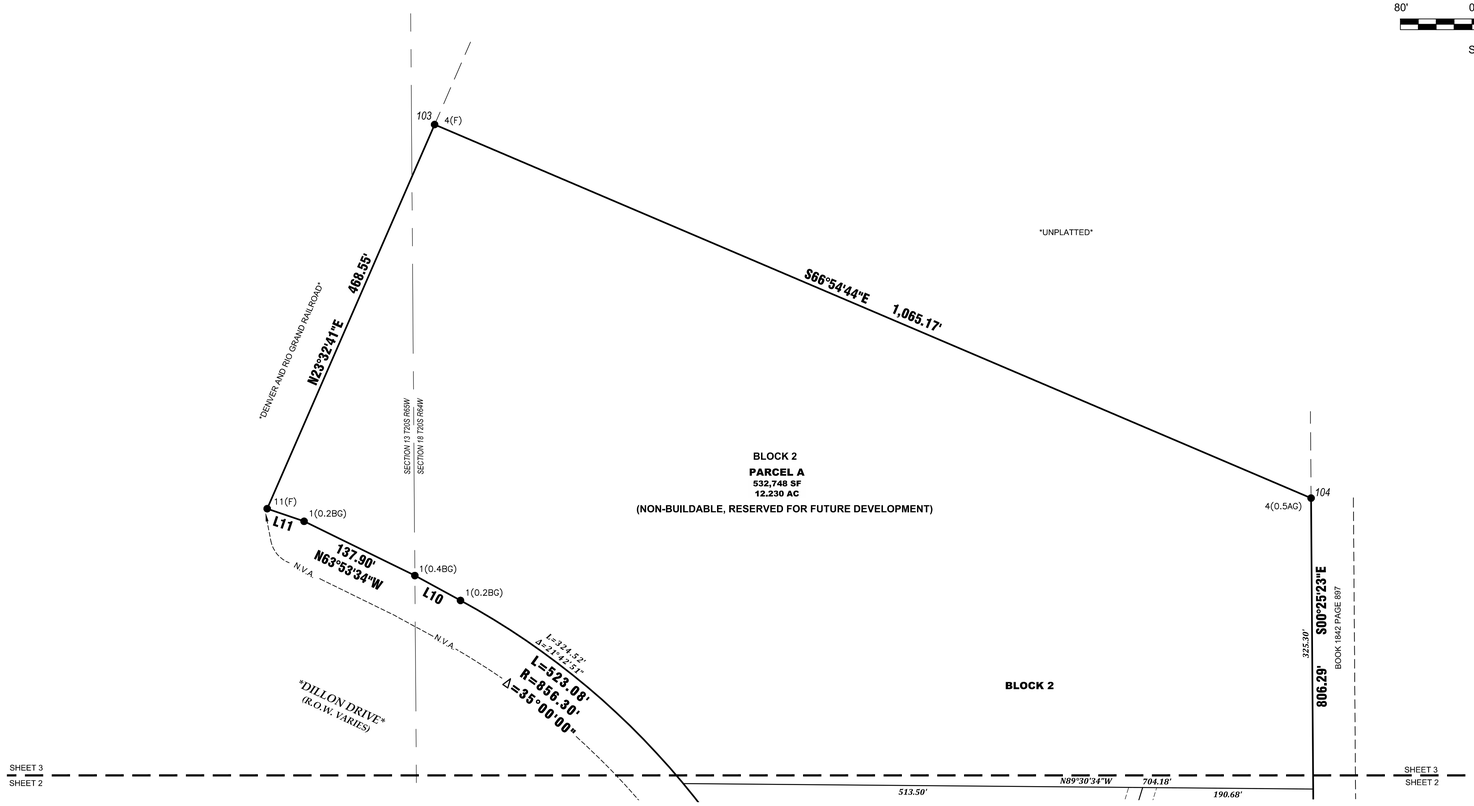
A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

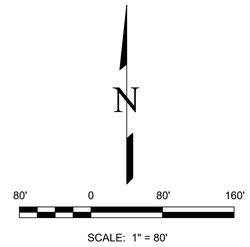
| | |
|---|---|
| DRAWN BY | JWT |
| CHECKED BY | ERF |
| H-SCALE | 1" = 80' |
| JOB NO. | 4111-00 |
| DATE CREATED | 8-31-22 |
| DATE ISSUED | 3-25-25 |
| SHEET NO | 2 OF 5 |

# DILLON NORTH SUBDIVISION

## A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

| LINE TABLE | | |
|---|---|---|
| NO. | LENGTH | BEARING |
| L1 | 60.01' | N00°25'23"W |
| L2 | 118.16' | S66°26'45"E |
| L3 | 64.09' | S65°51'46"E |
| L4 | 48.36' | S26°24'11"W |
| L5 | 70.19' | S69°39'22"W |
| L6 | 50.97' | S45°32'06"W |
| L7 | 140.34' | S79°39'15"W |
| L8 | 111.94' | N00°28'46"E |
| L9 | 51.22' | S70°54'18"W |
| L10 | 58.12' | N61°25'24"W |
| L11 | 43.58' | N71°13'02"W |
| L12 | 40.82' | N61°58'57"W |
| L13 | 82.26' | N26°28'24"W |
| L14 | 120.59' | S89°30'34"E |
| L15 | 48.64' | N68°02'36"E |
| L16 | 151.43' | S89°32'26"E |
| L17 | 121.44' | S89°33'10"E |
| L18 | 82.20' | S05°09'42"E |
| L19 | 65.20' | N84°13'12"W |
| L20 | 31.35' | S36°27'01"W |




**LEGEND:**

| | |
|---|---|
| ●1 | FOUND NO.5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "PLS NO. 30107" |
| ●2 | FOUND NO.5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "JR ENG LTD RLS 31161" |
| ●3 | FOUND NO.5 REBAR WITH ILLEGIBLE 1-1/2" ALUMINUM CAP |
| ●4 | FOUND NO.5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MATRIX PLS 34977" |
| ●5 | FOUND ALUMINUM ROD WITH 3-1/2" ALUMINUM CDOT R.O.W. CAP STAMPED "PLS NO. 30107" |
| ●6 | FOUND NO. 5 REBAR |
| ●7 | FOUND AXLE IN MONUMENT BOX |
| ●8 | FOUND CONCRETE MONUMENT WITH LEAD PLUG AND BRASS TACK IN MONUMENT BOX (SEE PLAT NOTE 3. ON SHEET 1 OF 5) |
| ●9 | FOUND NO. 5 REBAR WITH BLUE PLASTIC CAP STAMPED "PLS 38880" |
| ●10 | FOUND NO. 4 REBAR |
| ●11 | SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042" |
| (F) | MONUMENT FLUSH WITH GROUND |
| (0.2AG) | DISTANCE IN FEET MONUMENT ABOVE GROUND |
| (0.2BG) | DISTANCE IN FEET MONUMENT BELOW GROUND |
| * | AREA IS NOT PART OF THIS SUBDIVISION |
| — — — — | ADJACENT PROPERTY LOT LINE |
| ——— | PROPERTY BOUNDARY LINE |
| — — — — — | EASEMENT LINE |
| ·-·-·-·-· | BOUNDARY TIE |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| N.V.A. | NO VEHICULAR ACCESS |
| (R) | RADIAL BEARING |

**GPS NOTES:**

1. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. THE COORDINATES PROVIDED IN THE TABLE BELOW ARE COLORADO STATE PLANE 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1992. THE GROUND TO GRID CORRECTION FACTOR FOR THIS PLAT IS 0.999756700.
2. EDWARD-JAMES SURVEYING, INC. USED NGS MONUMENT WITH A DESIGNATION OF B4 AND A PID OF JK0064 TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. **REFER TO THE BASIS OF BEARINGS ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.**

| *NAD 83 COLORADO STATE PLANE SOUTH* | | |
|---|---|---|
| *POINT NO.* | *NORTHING* | *EASTING* |
| *101* | *1599484.36* | *3255379.52* |
| *102* | *1599894.08* | *3255531.96* |
| *103* | *1600651.22* | *3255861.88* |
| *104* | *1600233.63* | *3256841.50* |
| *105* | *1598806.32* | *3256839.49* |
| *106* | *1598750.15* | *3255863.99* |
| *107* | *1599410.96* | *3255845.79* |

REVISIONS

| NO. | DESCRIPTION | DATE |
|---|---|---|
| | | |


EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

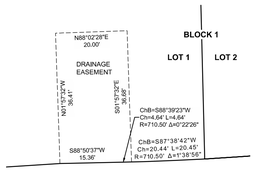

**DILLON NORTH SUBDIVISION**
**SUBDIVISION PLAT**

A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

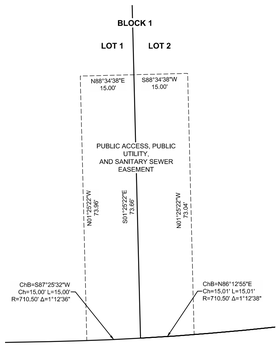
| | |
|---|---|
| DRAWN BY | JWT |
| CHECKED BY | ERF |
| H-SCALE | 1" = 80' |
| JOB NO. | 4111-00 |
| DATE CREATED | 8-31-22 |
| DATE ISSUED | 3-25-25 |
| SHEET NO | 3 OF 5 |

# DILLON NORTH SUBDIVISION

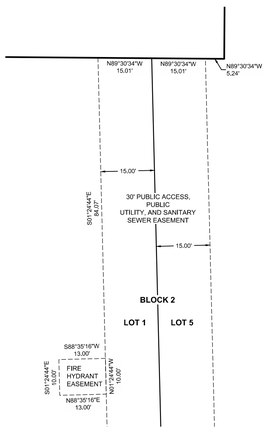
## EASEMENT AND RIGHT-OF-WAY DETAILS



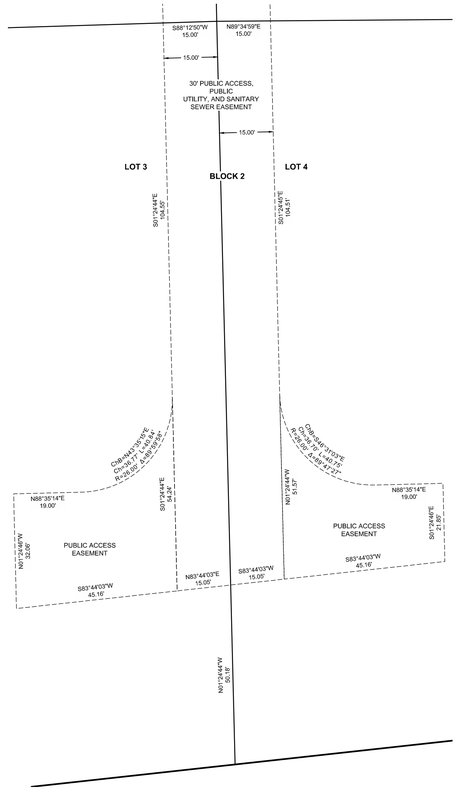

DETAIL A
1" = 20'



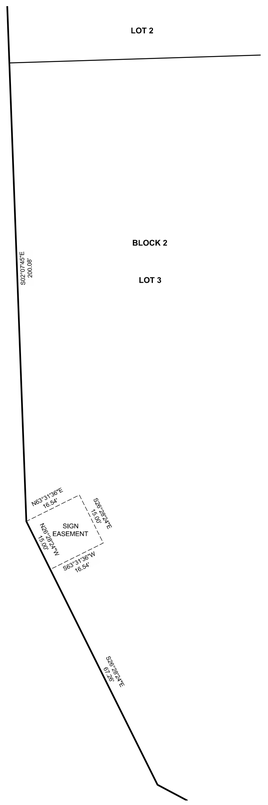

DETAIL B
1" = 20'




DETAIL E
1" = 20'

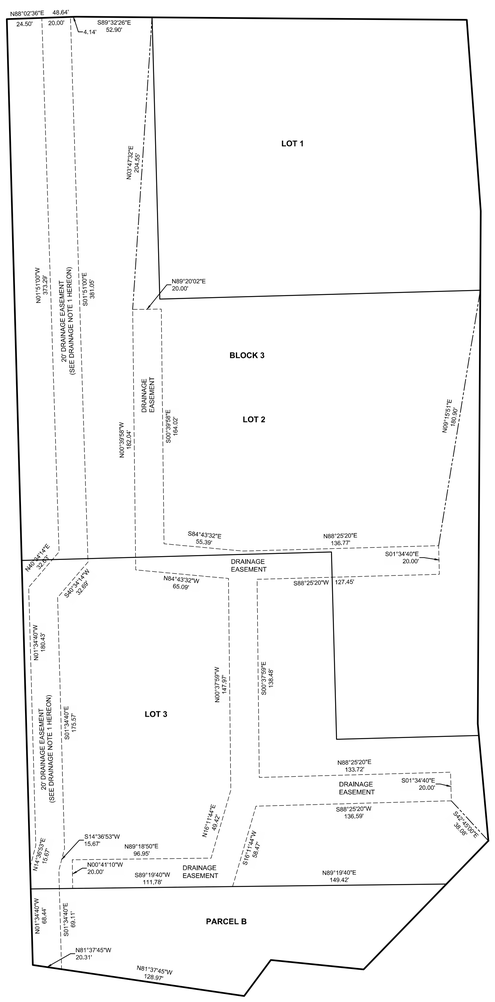



DETAIL G
1" = 20'

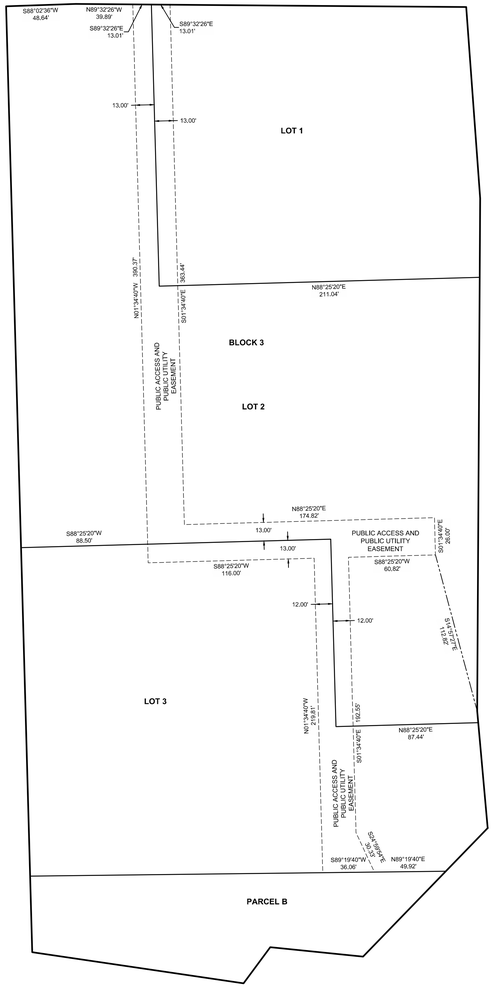

LOT 2
BLOCK 2
LOT 3
S82°07'46"E
20.06'
N63°31'36"E
16.5'
SIGN
EASEMENT
S82°07'46"E
15.00'
N63°31'36"E
16.5'
S82°07'46"E
20.06'
S82°07'46"E
15.00'
S82°07'46"E
20.06'
S82°07'46"E
15.00'
S82°07'46"E
20.06'
S82°07'46"E
15.00

# DILLON NORTH SUBDIVISION

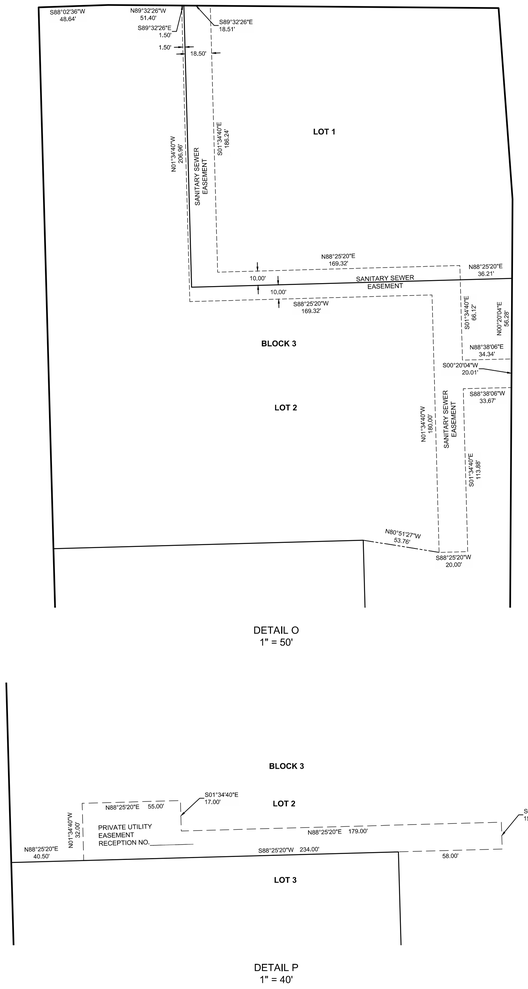
## EASEMENT AND RIGHT-OF-WAY DETAILS



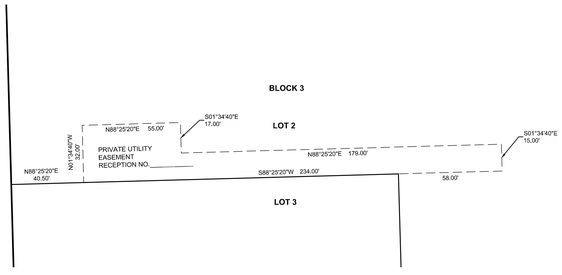

DETAIL M
1" = 50'



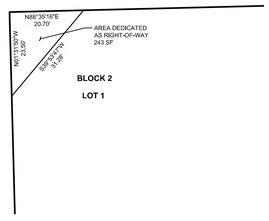

DETAIL N
1" = 50'




DETAIL O
1" = 50'

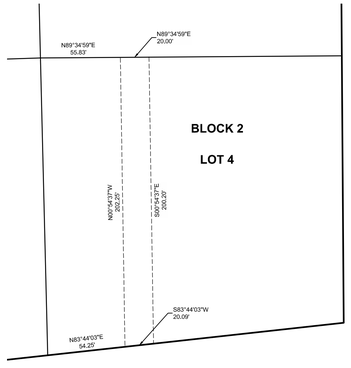



DETAIL P
1" = 40'




DETAIL Q
1" = 20'

DETAIL R
1" = 20'




DETAIL S
1" = 50'

**DRAINAGE EASEMENT NOTE:**

1. DRAINAGE FACILITIES WITHIN THIS DRAINAGE EASEMENT WILL BE MAINTAINED BY THE CITY OF PUEBLO WHEN APPROVED AND ACCEPTED BY THE DIRECTOR OF PUBLIC WORKS IN ACCORDANCE WITH THE PLAT NOTICE. ALL OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION IN ACCORDANCE WITH THE PLAT DEDICATION.

| NO. | REVISIONS DESCRIPTION | DATE |
|---|---|---|
| | | |


EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247


**DILLON NORTH SUBDIVISION**
**SUBDIVISION PLAT**

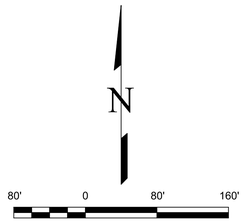
A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

| | |
|---|---|
| DRAWN BY | JWT |
| CHECKED BY | ERF |
| H-SCALE | 1" = 40' |
| JOB NO. | 4111-00 |
| DATE CREATED | 8-31-22 |
| DATE ISSUED | 3-25-25 |
| SHEET NO | 5 OF 5 |

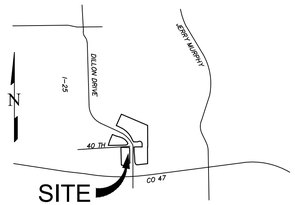
# DILLON NORTH SUBDIVISION

## A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

## SUPPLEMENTAL MAP




SCALE: 1" = 80'




VICINITY MAP
NOT TO SCALE

**LEGEND:**

- ELEC — ELECTRIC LINE
- X — FENCE
- FO — FIBER OPTIC LINE
- GAS — GAS LINE
- SD — STORM DRAIN LINE
- W — WATER LINE
- R.O.W. — RIGHT-OF-WAY
- * — AREA NOT INCLUDED IN THIS SURVEY
- CARSONITE POST
- E — ELECTRIC JUNCTION BOX
- E — ELECTRIC METER
- F — FIBER OPTIC PEDESTAL
- FIRE HYDRANT
- G — GAS METER
- GUY WIRE
- LIGHT POLE
- SIGNAL POLE
- D — STORM SEWER MANHOLE
- TR — TRAFFIC SWITCH
- U — UNKNOWN PEDESTAL
- UTILITY POLE
- WV — WATER VALVE

(PARCEL " ") EXISTING PARCEL PRIOR TO SUBDIVISION

**BENCHMARK:**

NGS CONTROL MONUMENT NO. B4
DISK IN CONCRETE STAMPED "B4 1925"
ELEVATION = 4867.49' NAVD 88 DATUM

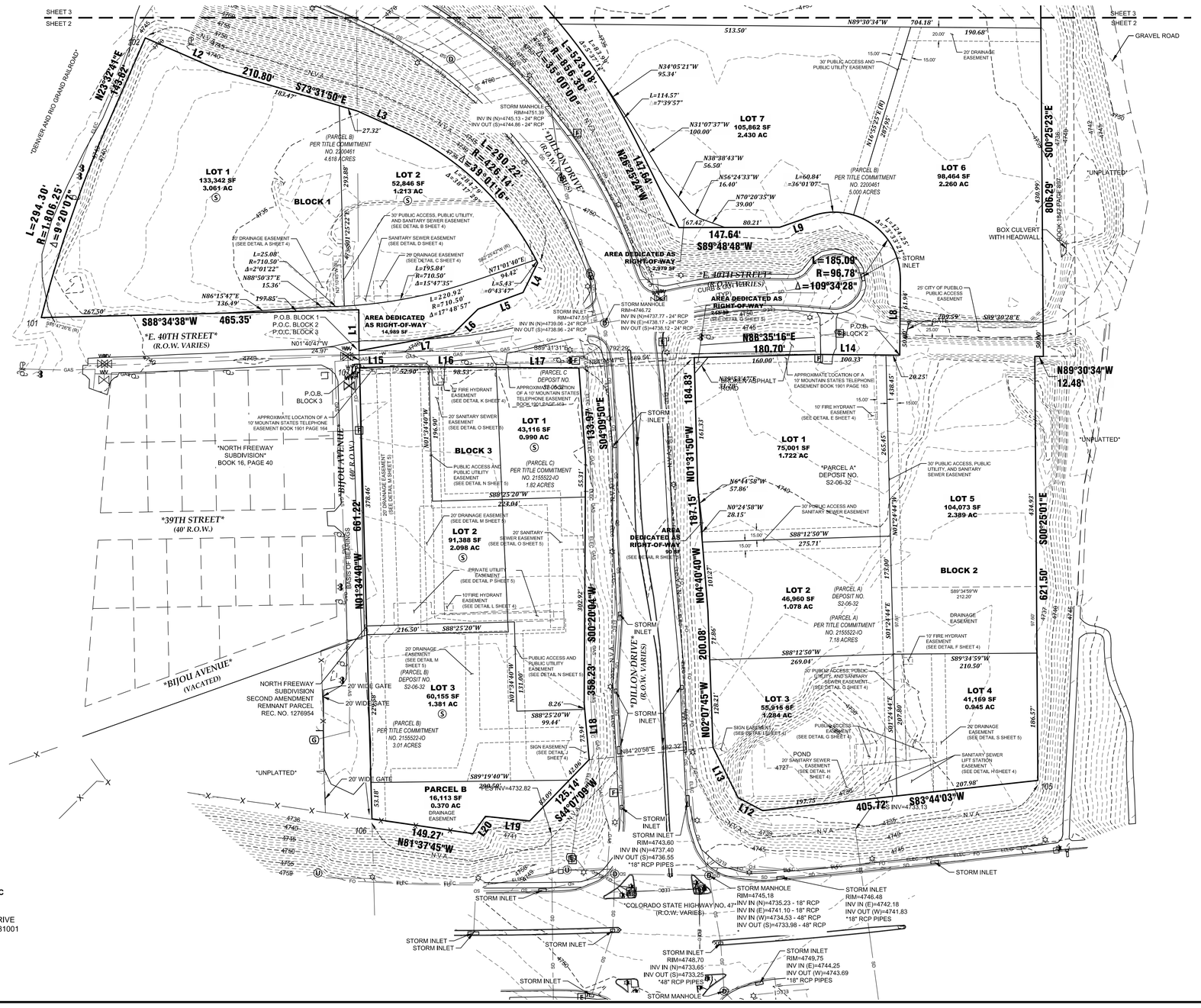
**SURVEYOR'S STATEMENT:**

I, EDWARD R. FISHER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS SUPPLEMENTAL MAP OF RIVERS RUN SUBDIVISION 1ST AMENDMENT AS PREPARED BY ME OR UNDER MY DIRECT RESPONSIBLE CHARGE IN JANUARY 2022 AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**EDWARD R. FISHER** COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

**OWNER:** **AKN ENTERPRISE, LLC**

ADDRESS: 4308 ST. ANDREWS DRIVE
PUEBLO, COLORADO 81001





EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247


| NO. | REVISIONS DESCRIPTION | DATE |
|---|---|---|

**DILLON NORTH SUBDIVISION SUPPLEMENTAL MAP**

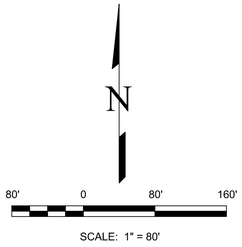
A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

| | |
|---|---|
| DRAWN BY | JWT |
| CHECKED BY | ERF |
| H-SCALE | 1" = 80' |
| JOB NO. | 4111-00 |
| DATE CREATED | 8-31-22 |
| DATE ISSUED | 3-25-25 |
| SHEET NO | 1 OF 2 |

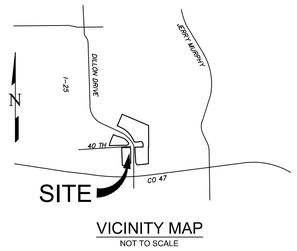
# DILLON NORTH SUBDIVISION

## A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

## SUPPLEMENTAL MAP




SCALE: 1" = 80'

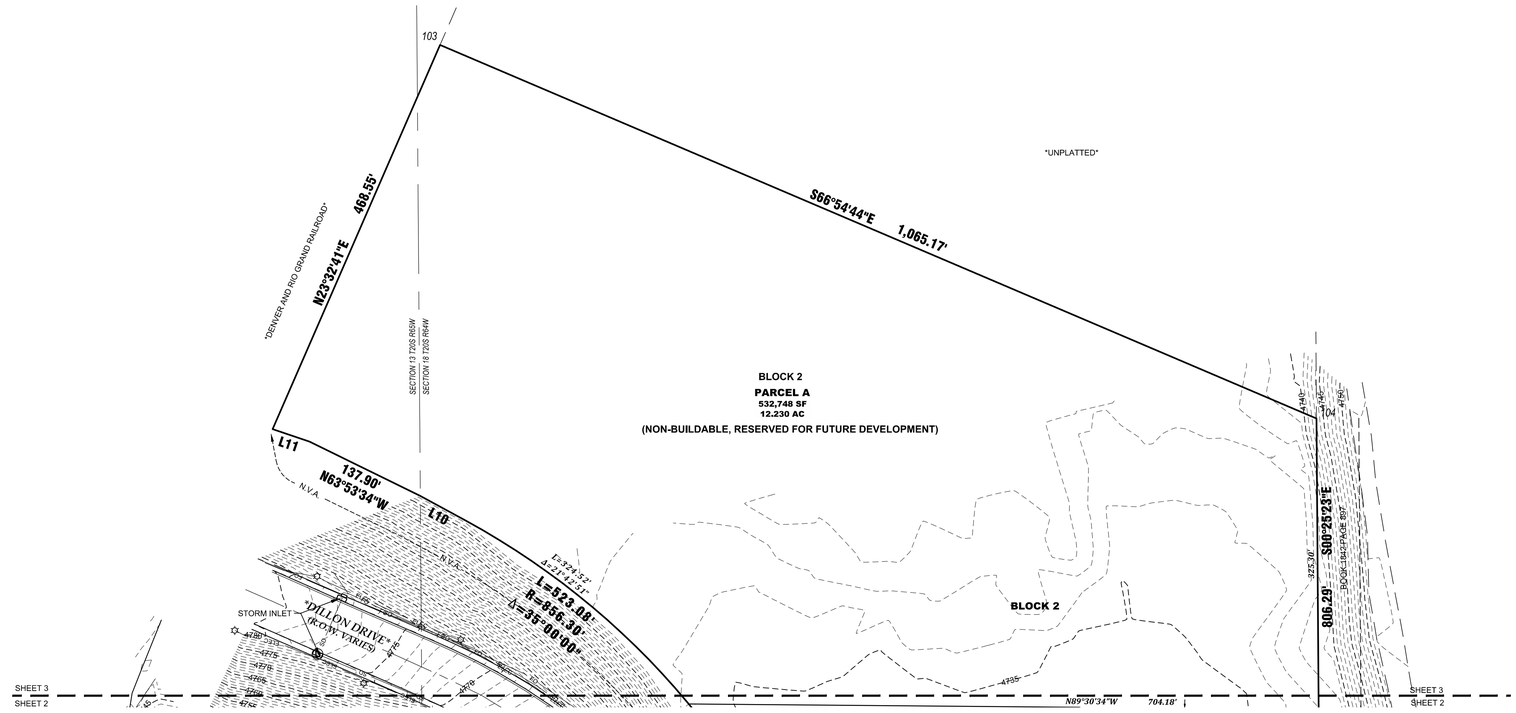



VICINITY MAP
NOT TO SCALE

**LEGEND:**

- ELEC — ELECTRIC LINE
- X — FENCE
- FO — FIBER OPTIC LINE
- GAS — GAS LINE
- SD — STORM DRAIN LINE
- W — WATER LINE
- R.O.W. — RIGHT-OF-WAY
- * — AREA NOT INCLUDED IN THIS SURVEY
- CARSONITE POST
- ELECTRIC JUNCTION BOX
- (E) ELECTRIC METER
- [F] FIBER OPTIC PEDESTAL
- FIRE HYDRANT
- (G) GAS METER
- GUY WIRE
- LIGHT POLE
- SIGNAL POLE
- (D) STORM SEWER MANHOLE
- [TR] TRAFFIC SWITCH
- (U) UNKNOWN PEDESTAL
- UTILITY POLE
- WV WATER VALVE

(PARCEL " ") REFER EXISTING PRIOR TO SUBDIVISION




**BENCHMARK:**

NGS CONTROL MONUMENT NO. B4
DISK IN CONCRETE STAMPED "B4 1925"
ELEVATION = 4867.49' NAVD 88 DATUM

**SURVEYOR'S STATEMENT:**

I, EDWARD R. FISHER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS SUPPLEMENTAL MAP OF RIVERS RUN SUBDIVISION 1ST AMENDMENT AS PREPARED BY ME OR UNDER MY DIRECT RESPONSIBLE CHARGE IN JANUARY 2022 AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**OWNER:** **AKN ENTERPRISE, LLC**

ADDRESS: 4308 ST. ANDREWS DRIVE
PUEBLO, COLORADO 81001

**EDWARD R. FISHER** COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

| NO. | REVISIONS DESCRIPTION | DATE |
|---|---|---|
| | | |


EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247


**DILLON NORTH SUBDIVISION**
**SUPPLEMENTAL MAP**

A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

| | |
|---|---|
| DRAWN BY | JWT |
| CHECKED BY | ERF |
| H-SCALE | 1" = 80' |
| JOB NO. | 4111-00 |
| DATE CREATED | 8-31-22 |
| DATE ISSUED | 3-25-25 |
| SHEET NO | 2 OF 2 |

# CITY OF PUEBLO

## GIS Division – Information Technology Dept.

**Debi Romines**
**200 S Main St, Pueblo CO 81003**
**citymaps@pueblo.us | 719-553-2550**

**To:** **Beritt Odom**

**From:** **GIS Division**

**Date:** **02-14-25**

**Subject:** **Comments on Dillon North Subdivision 4th Submittal**

Please revise the plats to reflect “E 40TH ST”.

Note: At this time, since the internal private road has been removed, we will be addressing the lots from E 40TH ST. This could change after more internal discussions, but we will let you know if it changes.

Regards,

Debi Romines

February 25, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from AKN Enterprises LLC and Dillon Drive Assoc. for the approval of the following applications generally located north of the Hwy 47/Cesar Chavez Blvd. and Dillon Drive intersection.

**Z-23-11:** Rezone**,** of 21.848 acres from I-2, Industrial to B-3, Highway and Arterial Business District, to facilitate the Dillon North, Subdivision and future commercial development.
**S-23-08:** Dillon North Subdivision, subdivision of 33.85 acres into commercial lots, and parcels for drainage, utilities, and future development.

**The Planning and Zoning Commission meeting will be held on March 12, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO.** You are welcome to attend this public hearing in person and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

February 25, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from AKN Enterprises LLC and Dillon Drive Assoc. for the approval of the following applications generally located north of the Hwy 47/Cesar Chavez Blvd. and Dillon Drive intersection.

**Z-23-11:** Rezone**,** of 21.848 acres from I-2, Industrial to B-3, Highway and Arterial Business District, to facilitate the Dillon North, Subdivision and future commercial development.
**S-23-08:** Dillon North Subdivision, subdivision of 33.85 acres into commercial lots, and parcels for drainage, utilities, and future development.

**The Planning and Zoning Commission meeting will be held on March 12, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO.** You are welcome to attend this public hearing in person and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

February 25, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from AKN Enterprises LLC and Dillon Drive Assoc. for the approval of the following applications generally located north of the Hwy 47/Cesar Chavez Blvd. and Dillon Drive intersection.

**Z-23-11:** Rezone**,** of 21.848 acres from I-2, Industrial to B-3, Highway and Arterial Business District, to facilitate the Dillon North, Subdivision and future commercial development.
**S-23-08:** Dillon North Subdivision, subdivision of 33.85 acres into commercial lots, and parcels for drainage, utilities, and future development.

**The Planning and Zoning Commission meeting will be held on March 12, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO.** You are welcome to attend this public hearing in person and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

February 25, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from AKN Enterprises LLC and Dillon Drive Assoc. for the approval of the following applications generally located north of the Hwy 47/Cesar Chavez Blvd. and Dillon Drive intersection.

**Z-23-11:** Rezone**,** of 21.848 acres from I-2, Industrial to B-3, Highway and Arterial Business District, to facilitate the Dillon North, Subdivision and future commercial development.
**S-23-08:** Dillon North Subdivision, subdivision of 33.85 acres into commercial lots, and parcels for drainage, utilities, and future development.

**The Planning and Zoning Commission meeting will be held on March 12, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO.** You are welcome to attend this public hearing in person and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

CASE NUMBER: S- 23-08

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 Dillon North Subdivision to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

February 25, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

| Owner | Owner Street | Owner City | Owner State | Owner Zip |
|---|---|---|---|---|
| STEVES SHEET METAL AND ELECTRICAL L | 2207 PERRY AVE | PUEBLO | CO | 81003-3820 |
| GRICE LEONARD FLOYD | 307 E 39TH ST | PUEBLO | CO | 81008-2101 |
| GONZALES NICK RICHARD | 308 E 39TH ST | PUEBLO | CO | 81008-2102 |
| ANDERSON DANIELLE | 311 E 39TH ST | PUEBLO | CO | 81008-2101 |
| QUIMBY DONNA/QUIMBY CLYDE | 325 S CONQUISTADOR AVE | PUEBLO WEST | CO | 81007-3617 |
| SPICOLA RONALD L/SPICOLA KATHLEEN N | 3813 PUEBLO MALL BLVD | PUEBLO | CO | 81008-2106 |
| LADUKE GORDON ORVIL JR/NANCY KAY/SH | 3925 PUEBLO MALL BLVD | PUEBLO | CO | 81008-2108 |
| DEPT OF HIGHWAYS STATE OF COLORADO | 5615 WILLS BLVD. | PUEBLO | CO | 81008-2108 |
| AKN ENTERPRISE LLC | 4308 ST ANDREWS DR | PUEBLO | CO | 81001-1165 |
| UNION PACIFIC TRANS CO + C/O PROPERTY TAX DEPT | 1400 DOUGLAS ST ST | OMAHA | NE | 68179-1001 |
| COLE WM PUEBLO LLC + C/O WAL MART STORES INC | PO BOX 8050 MS05 | BENTONVILLE | AR | 72712-8055 |
| DILLON DRIVE ASSOCIATES LLC | PO BOX 65207 | LUBBOCK | TX | 79464-5207 |

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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 430 COLORADO AVENUE FROM R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT TO B-2, SUB-REGIONAL BUSINESS ZONE DISTRICT

## SUMMARY:

The applicant is requesting to rezone approximately .17-acres located at 430 Colorado Avenue from R-5, Multiple Residential and Office Zone District to B-2, Sub-Regional Business Zone District.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The subject property is a 0.17-acre lot with an approx. 1600 sq. ft. existing commercial office building constructed in 1970. The property was used as a dental office as recently as December 2022, which is a use by-right in the existing R-5 Zone District. The applicant purchased this property in 2023 and is now requesting this rezoning to bring their veterinary clinic business into compliance. The applicant does not intend to apply for any new building permits for new structures or major renovations; the existing building would be utilized as-is for the new business. A veterinary clinic is a use-by-review in a Sub-Regional Business (B-2) District, so a Special Use Permit was also required to bring the business into compliance. The Zoning Board of Appeals approved the use via a Special Use Permit at their February 25, 2025 meeting. The approval is contingent on this approval of the rezoning application by City Council and with the additional condition that no animals are to be boarded overnight. The clinic operates from 8:00am to 3:00pm Monday, Tuesday, Thursday and Friday, and from 8:00am to 5:00pm on Wednesdays performing only minor operations and no surgeries that would require overnight boarding. The 2022 Regional Comprehensive Plan designates this property as Urban Neighborhood. The Urban Neighborhood classification calls for

primary land uses of mixed-density housing and secondary land uses of neighborhood-scale commercial and services. The proposed B-2 business zoning furthers the goals of the Comprehensive Plan as it allows for these types of neighborhood-scale commercial developments that can provide low-intensity business services to the neighborhood. A veterinary clinic located in this area would fill a need due to the current low number of veterinary clinics within the City. Other land uses in the surrounding neighborhood include single and multi-family homes, a massage studio, and an insurance office.

## FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

## BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 12, 2025, Regular Meeting, voted 6-0 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-25-02 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 430 COLORADO AVENUE FROM R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT TO B-2, SUB-REGIONAL 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-5, Multiple Residential and Office Zone District to B-2, Sub-Regional Business Zone District:

NWLY 95 FT OF LOTS 14 TO 16 BLK 123 SOUTH PUEBLO

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 April 14, 2025.

Final adoption of Ordinance by City Council on April 28, 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 _____

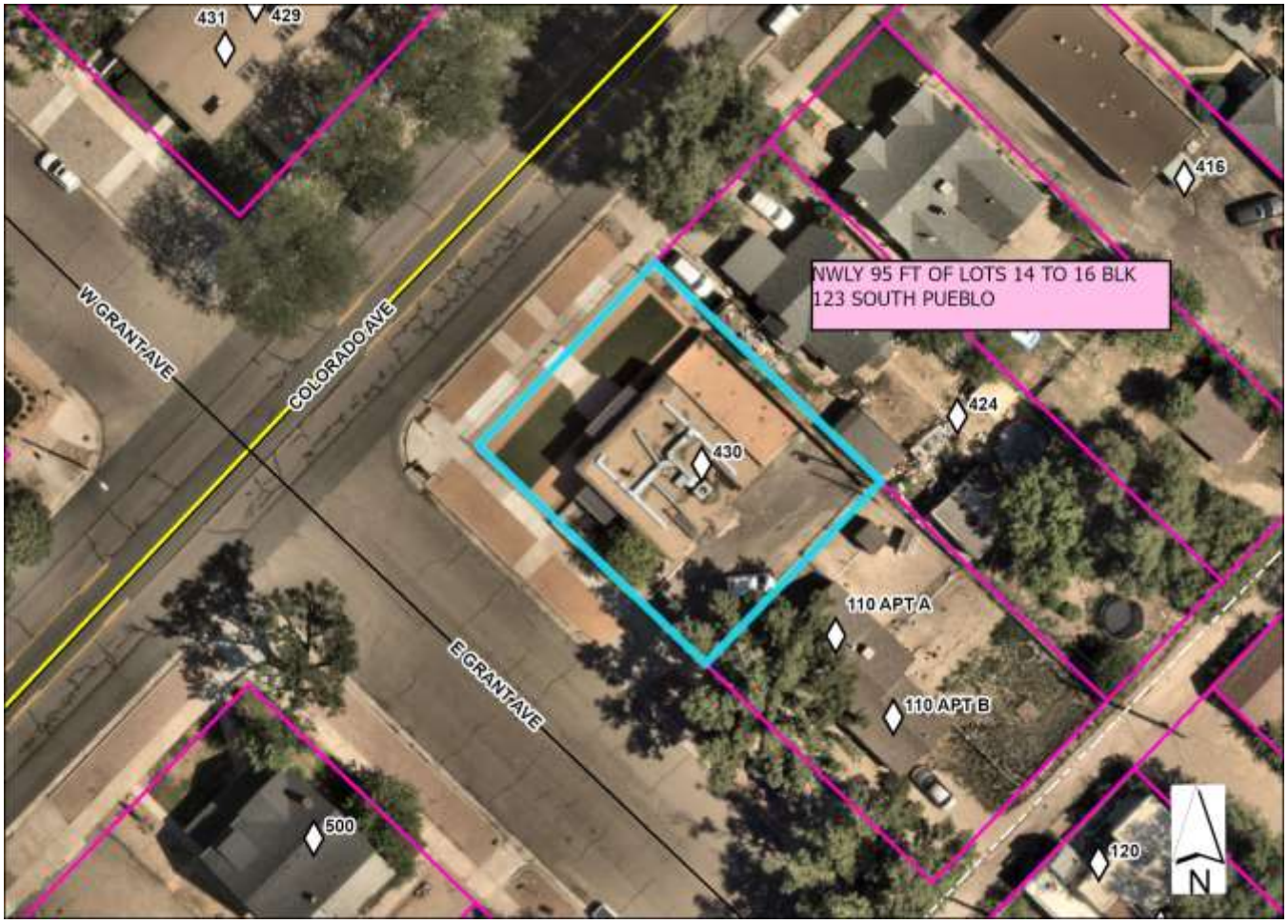
☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

Rezoning Exhibit
R-5 to B-2



Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado
Wednesday March 12, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Brett Boston, 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, Hannah Prinzi, Planner, Cindy Capritta, Land Use Tech

**Staff Members Absent**: None

**Approval of the Agenda:** Bailey motioned to approve the agenda as amended, seconded by Boston.

**Motion Passed:** 6-0

**Public Meeting:**

**Public Hearings:**

**2. Z-25-02 Rezone:** Rezoning of 0.17 acres located at 430 Colorado Ave. from Multiple Residential and Office (R-5) Zone District to Sub-Regional Business (B-2) Zone District. Staff Report by Mikaylin Hackley, Planner.

**Hearing**: Applicant Amanda Wilson was sworn in and spoke in support of the rezoning application. No one appeared in opposition.

**Commission Action:** Bailey moved to recommend the rezoning application to City Council seconded by Boston.

**Motion Passed:** 6-0.

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

# Z-25-02

March 12, 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 Multiple Residential and Office (R-5) District to Sub-Regional Business (B-2) District |
| **APPLICANT:** | Amanda Wilson |
| **PROPERTY OWNER:** | Amanda Wilson |
| **LOCATION:** | 430 Colorado Ave |
| **CONCURRENT REQUESTS:** | ZBA-25-09; Special Use Permit to Allow a Veterinary Clinic in a B-2 District (Approved by ZBA 2/25/25) |

**REQUEST:**
The applicant is requesting to rezone 0.17 acres located at 430 Colorado Ave. from Multiple Residential and Office (R-5) Zone District to Sub-Regional Business (B-2) Zone District.

**BACKGROUND AND ANALYSIS:**
The subject property is a 0.17-acre lot with an approx. 1600 sq. ft. existing commercial office building constructed in 1970. The property was used as a dental office as recently as December 2022, which is a use by-right in the existing R-5 Zone District. The applicant purchased this property in 2023 and is now requesting this rezoning to bring their veterinary clinic business into compliance. The applicant does not intend to apply for any new building permits for new structures or major renovations; the existing building would be utilized as-is for the new business. A veterinary clinic is a use-by-review in a Sub-Regional Business (B-2) District, so a Special Use Permit was also required to bring the business into compliance.

The Zoning Board of Appeals approved the use via a Special Use Permit at their February 25, 2025 meeting contingent on this rezoning being granted and with the additional condition that no animals are to be boarded overnight. The clinic operates from 8:00am to 3:00pm Monday, Tuesday, Thursday and Friday, and from 8:00am to 5:00pm on Wednesdays performing only minor operations and no surgeries that would require overnight boarding.

The 2022 Regional Comprehensive Plan designates this property as Urban Neighborhood. The Urban Neighborhood classification calls for primary land uses of mixed-density housing and secondary land uses of neighborhood-scale commercial and services. The proposed B-2 business zoning furthers the goals of the Comprehensive Plan as it allows for these types of neighborhood-scale commercial developments that can provide low-intensity business services to the neighborhood. Other land uses in the surrounding neighborhood include single and multi-family homes, a massage studio, and an insurance office.

## LAND USE AND PLANNING COMMENTS
## CHARACTER AND COMPATIBILITY

**Site Character:** The site hosts an approx. 1600 sq. ft. office structure built in 1970.

**Neighborhood Compatibility:**

North — Multiple Residential and Office (R-5) Zone District; Developed with Top Notch Personnel office building

East — Multiple Residential and Office (R-5) Zone District; Developed with duplexes and single-family homes

South — Multiple Residential and Office (R-5) Zone District; Developed with duplexes and single-family homes

West — Multiple Residential and Office (R-5) Zone District; Developed with homes, Zen Day Spa, and Farmers Insurance office

**Comprehensive Plan Compliance:** The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Urban Neighborhood. The Urban Neighborhood classification calls for primary land uses of mixed-density housing and secondary land uses of neighborhood-scale commercial and services.

## 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 allows for neighborhood-scale commercial and office uses.**

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(16) OF THE PMC:

**Sub-Regional Business (B-2) Zone District Standards:**
Purpose. The standards of this district (B-2) are intended to provide areas for the sale at retail of convenience type goods and services required by residents of a subregion provided that the outlets create no nuisance.

## RECOMMENDED ACTION:

If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council for approval of the rezone request is appropriate.

## REFERRAL AGENCIES AND COMMENTS:

| | |
|---|---|
| • City Public Works | No comment |
| • City Transportation | No comment |
| • City Law Department | No comment |
| • Pueblo Regional Building Department | No comment |
| • City Fire Department | No comment |
| • City Wastewater | No comment |
| • City Stormwater | No comment |
| • City Parks and Recreation Department | No comment |
| • Xcel Energy | No comment |
| • Black Hills Energy | No comment |
| • CDOT | No comment |

## ATTACHMENTS:

**A. Aerial Photo**
**B. Zoning Map**
**C. Comprehensive Plan Map**
**D. Public Notice Photo**
**E. Rezoning Exhibit**

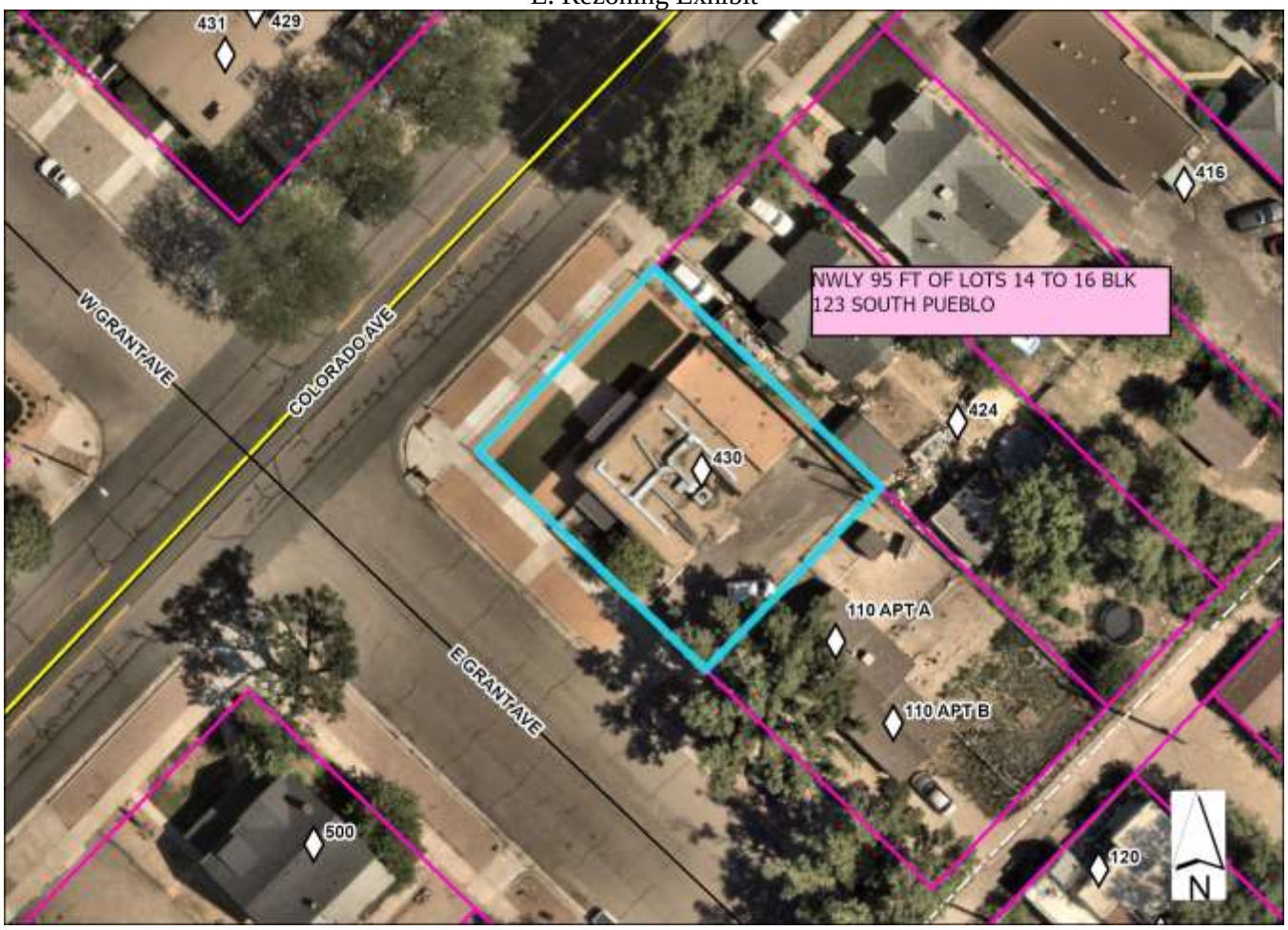
A. Aerial Photo

B. Zoning Map

C. Comprehensive Plan Map

D. Public Notice Photo

E. Rezoning Exhibit



February 21, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Amanda Wilson for the approval of the following application:

**Z-25-02 Rezone:** Rezoning of 0.17 acres located at 430 Colorado Ave. from Multiple Residential and Office (R-5) Zone District to Sub-Regional Business (B-2) Zone District.

The Planning and Zoning Commission meeting will be held on **March 12, 2025, 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

February 21, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Amanda Wilson for the approval of the following application:

**Z-25-02 Rezone:** Rezoning of 0.17 acres located at 430 Colorado Ave. from Multiple Residential and Office (R-5) Zone District to Sub-Regional Business (B-2) Zone District.

The Planning and Zoning Commission meeting will be held on **March 12, 2025, 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

February 21, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Amanda Wilson for the approval of the following application:

**Z-25-02 Rezone:** Rezoning of 0.17 acres located at 430 Colorado Ave. from Multiple Residential and Office (R-5) Zone District to Sub-Regional Business (B-2) Zone District.

The Planning and Zoning Commission meeting will be held on **March 12, 2025, 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

February 21, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Amanda Wilson for the approval of the following application:

**Z-25-02 Rezone:** Rezoning of 0.17 acres located at 430 Colorado Ave. from Multiple Residential and Office (R-5) Zone District to Sub-Regional Business (B-2) Zone District.

The Planning and Zoning Commission meeting will be held on **March 12, 2025, 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-25-02

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 430 COLORADO 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.

February 25, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

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 430 COLORADO AVE, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 25, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

| Owner | Owner Street | OwnerCity | Owner State | Owner Zip |
|---|---|---|---|---|
| ROWLAND CLASTINE E TRUST + C/O IDEAL MANAGEMENT | PO BOX 419 | PUEBLO | CO | 81002-0419 |
| COGLAR LLC | 101 W GRANT AVE | PUEBLO | CO | 81004-2016 |
| FLORENCE BRYAN/ABREU ALEJANDRA | 1016 LA RUE ST | HOUSTON | TX | 77019-4121 |
| TABOR EVANGELICAL LUTHERAN CHU | 102 E ORMAN AVE | PUEBLO | CO | 81004-2142 |
| GARCIA GEORGE M | 102 W PITKIN AVE | PUEBLO | CO | 81004-2066 |
| KROEZE MEAGAN | 110 VINE ST | COLORADO SPRINGS | CO | 80906-3306 |
| BACA CHRISTINA L | 111 E GRANT AVE | PUEBLO | CO | 81004-2130 |
| THOMAS LORIE L TRUST CREATED UNDER + REVOCABLE TRUST DATED 8/17/1990 | 115 E GRANT AVE | PUEBLO | CO | 81004-2130 |
| WILSON AMANDA K / WILSON DANIEL | 115 W GRANT AVE | PUEBLO | CO | 81004-2016 |
| BURNS KEVIN ROSS YOON | 117 E GRANT AVE | PUEBLO | CO | 81004-2130 |
| MATA JESSICA L/GILMAN RYAN C | 120 E GRANT AVE | PUEBLO | CO | 81004-2131 |
| DEANDA STEVEN ALAN | 121 E PITKIN AVE | PUEBLO | CO | 81004-2109 |
| RANDALL CASANDRA METOYER | 127 IDAHO AVE | PUEBLO | CO | 81004-1233 |
| MARTINEZ SHAWN/MARTINEZ DOREEN | 1327 W ABRIENDO AVE | PUEBLO | CO | 81004-1005 |
| PICKS PROPERTIES INC | 16270 FOREST LIGHT DR | COLORADO SPRINGS | CO | 80908-2074 |
| H2 PROPERTIES, INC | 2 ADAMS ST UNIT G1 | DENVER | CO | 80206-5725 |
| MARTINEZ SHAWN / MARTINEZ DOREEN | 201 N MAIN ST | PUEBLO | CO | 81003-3234 |
| NEW DAY MINISTRIES | 2155 W WOODSTOCK WAY | PUEBLO WEST | CO | 81007-6219 |
| BURBANK FAMILY TRUST | 406 COLORADO AVE | PUEBLO | CO | 81004-2011 |
| MATTISON FAMILY DISCRETIONARY TRUST | 410 COLORADO AVE | PUEBLO | CO | 81004-2011 |
| BROWN KRISTIN | 412 COLORADO AVE | PUEBLO | CO | 81004-2011 |
| MARTINEZ ANNA M | 416 COLORADO AVE | PUEBLO | CO | 81004-2079 |
| MCLEAN KELLY C | 417 BROADWAY AVE | PUEBLO | CO | 81004-2127 |
| CORDOVA MARQUES | 421 BROADWAY AVE | PUEBLO | CO | 81004-2127 |
| LAURICELLA GREGORY JAMES/LAURICELLA | 421 COLORADO AVE | PUEBLO | CO | 81004-2010 |
| COURTNEY JOHN J/COURTNEY GENEVASUE | 424 COLORADO AVE | PUEBLO | CO | 81004-2011 |
| CARING PREGNANCY CENTER OF PUEBLO | 500 COLORADO AVE | PUEBLO | CO | 81004 |
| TALEGHANI SHAHE | 501 COLORADO AVE | PUEBLO | CO | 81004-2012 |
| PUEBLO CRISIS PREGNANCY CENTER | 502 COLORADO AVE | PUEBLO | CO | 81004-2013 |
| HARDESTY TRAVIS GEORGE / MCCURLEY-H | 503 BROADWAY AVE | PUEBLO | CO | 81004-2115 |
| PEDRIE KOLBY | 505 BROADWAY AVE | PUEBLO | CO | 81004-2115 |

| | | | | |
|---|---|---|---|---|
| RAMEY JENNIFER S/RAMEY RICHARD C | 507 BROADWAY AVE | PUEBLO | CO | 81004-2115 |
| APODACA WALTER A/APODACA SALLY JO | 5959 FOX LN | BEULAH | CO | 81023-9718 |
| TURNING PAGE LLC | 6192 MUDDY CREEK RD | PUEBLO | CO | 81004-9747 |
| ROTH JEFFREY T/ROTH DAVID A | 620 ALPINE AVE | PUEBLO | CO | 81005-1703 |
| WILSON AMANDA K | PO BOX 8581 | PUEBLO | CO | 81008-8581 |
| AEON PROPERTIES SOUTH LLC | PO BOX 9331 | COLORADO SPRINGS | CO | 80932-0331 |

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** April 28, 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:

Colorado voters passed Proposition 122 Access to Natural Psychedelic Substances in the 2022 General Election. This proposition was a citizen initiative that decriminalized certain psychedelic substances for personal use for individuals 21 years of age and older. It also directed the State to allow the supervised, therapeutic use of natural medicine in licensed facilities. It does not decriminalize or otherwise allow any commercial component of natural medicine. The proposition was formally implemented by state legislation SB 23-290 Natural Medicine Regulation and Legalization. The legislation tasks the Department of Regulatory Agencies (DORA) and the Department of Revenue (DOR) with regulating and licensing natural medicine businesses. DORA oversees the training, regulating, and licensing of facilitators who provide and supervise natural medicine services. DOR oversees licensing of natural medicine businesses: healing centers, cultivation facilities, product manufacturers, and testing facilities.

DORA began accepting natural medicine license applications on December 31, 2024. As of March 21st, DOR has received 32 applications for a natural medicine business. The agency had not yet issued a license for any of these applications. As of March 26th, staff has not received any inquiries on operating natural medicine business in the

City of Pueblo.

State legislation prohibits local jurisdictions from banning natural medicine businesses, but it does allow local jurisdictions to enact and enforce reasonable regulations regarding time, manner, and place of natural medicine businesses that do not conflict with state legislation.
The proposed Text Amendment would create local regulations that, in conjunction with state legislation, dictate how and where natural medicine businesses can operate in Pueblo. After receiving feedback from City Council, staff has revised the Ordinance regarding natural medicine originally presented to the Planning & Zoning Commission on December 11, 2024. This amended version increases the required distance for all types of natural medicine businesses from schools, childcare centers, and childcare homes from 1,000 linear feet to 1,500 linear ft. and reduces the number of Zoning Districts where a healing center is allowed to be located.

The location in which natural medicine businesses are allowed to operate will be regulated through zoning. Natural medicine healing centers would be allowed by-right in a Highway and Arterial Business (B-3), Central Business (B-4), and Business Park (B-P) Zone Districts. Natural medicine testing facilities, cultivation facilities, and product manufacturers would be allowed by-right in a Business Park (B-P) and all Industrial (I-1, I-2, and I-3) Zone Districts. None of the natural medicine business are allowed in any Residential Zone District. The map included within the attached Planning & Zoning Commission staff report reflects where the 1,500 sq. ft. buffer and zoning together allow natural medicine businesses to operate in Pueblo. These zoning regulations will be reflected in amendments to Section 17-4-51. Permitted Use Table of Title XVII of the Pueblo Municipal Code.

**FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

**BOARD/COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission, at their March 12, 2025 Regular Meeting, voted 6-0 to recommend approval.

**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-21-04 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 product manufacturing facilities, natural medicine healing centers, and to other natural medicine cultivation facilities, but not to consumers.

c. *Natural medicine, products manufacturer,* 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 shall operate out of a building that is within **[one thousand (1,500) feet]** of a childcare center or childcare home; preschool; elementary, middle, junior or high school which offers in person classes, testing, and/or programs; or a residential childcare facility. The **[1,500-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, childcare center, or childcare home 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 | HAPR-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 | 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 | HAPR-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 | | | 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 | 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 | P | S | S | P | P | P | P | | | | | | | | | |
| | Medical marijuana testing facility | (87)e. | | | | | | | | | | | | | | | | | | | | C | C | C | | | | | | 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 | | | | | | |
| | Print shop | (116) | | | | | | | | | | | | | | | | | | S | P | P | P | | | S | S | S | S | P | P | P | | | | | | |
| | Retail marijuana testing facility | (131)d. | | | | | | | | | | | | | | | | | | | C | C | C | | | | | | | C | C | C | | | | | | |
| | Natural medicine, testing facility | (99.5)d. | § 17-4-15 | | | | | | | | | | | | | | | | | | | | 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 | HAPR-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 | | | | | | |
| | **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 | HAPR-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 | | | | | |
| | 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 | | | | | |

SECTION 4.

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

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi

***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado
Wednesday March 12, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi.

**Commissioners Absent:** One Commission Seat Vacant

**Staff Members Present:** David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner, Hannah Prinzi, Planner, Cindy Capritta, Land Use Tech

**Staff Members Absent**: None

**Approval of the Agenda:** Bailey motioned to approve the agenda as amended, seconded by Boston.

**Motion Passed:** 6-0

**Public Hearings:**

**5. 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 Amendment creates local provisions for how and where natural medicine business can operate in Pueblo. Staff Report by Hannah Prinzi, Planner.

**Hearing**: No applicatants.

**Commission Action:** Bailey moved to recommend the text amendment application to City Council seconded by Boston.

**Motion Passed:** 6-0

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

# TEXT AMENDMENT
# TA-24-01

**TO:** **City of Pueblo Planning and Zoning Commission**

**FROM:** **Beritt Odom, Principal Planner; Hannah Prinzi, Planner**

**THROUGH:** **Scott Hobson, Acting Director of Planning and Community Development**

**DATE:** **March 12, 2025**

**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:**

Colorado voters passed Proposition 122 Access to Natural Psychedelic Substances in the 2022 General Election. This proposition was a citizen initiative that decriminalized certain psychedelic substances for personal use for individuals 21 years of age and older. It also directed the State to allow the supervised, therapeutic use of natural medicine in licensed facilities. It does not decriminalize or otherwise allow any commercial component of natural medicine. The proposition was formally implemented by state legislation SB 23-290 Natural Medicine Regulation and Legalization. The legislation tasks the Department of Regulatory Agencies (DORA) and the Department of Revenue (DOR) with regulating and licensing natural medicine businesses. DORA oversees the training, regulating, and licensing of facilitators who provide and supervise natural medicine services. DOR oversees licensing of natural medicine businesses: healing centers, cultivation facilities, product manufacturers, and testing facilities.

DORA began accepting natural medicine license applications on December 31, 2024. As of February 21st, DOR has received 22 applications for a natural medicine business. The agency had not yet issued a license for any of these applications. As of February 24th, staff has not received any inquiries on operating natural medicine business in the City of Pueblo.

State legislation prohibits local jurisdictions from banning natural medicine businesses, but it does allow local jurisdictions to enact and enforce reasonable regulations regarding time, manner, and place of natural medicine businesses that do not conflict with state legislation.

The proposed Text Amendment would create local regulations that, in conjunction with state legislation, dictate how and where natural medicine businesses can operate in Pueblo. After receiving feedback from City Council, staff has revised the Ordinance regarding natural medicine originally presented to the Planning & Zoning Commission on December 11, 2024. This amended version increases the required distance between natural medicine businesses and schools, childcare centers, and childcare homes from 1,000 sq. ft. to 1,500 sq. ft. It also proposes a reduced number of Zoning Districts where a healing center is allowed.

**ANALYSIS:**

The Planning and Community Development Department proposes to regulate natural medicine businesses in the City of Pueblo by amending Section 17-2-2. Use Definitions in Title XVII of the Pueblo Municipal Code to add four use definitions that reflect language provided in the state legislation. These include:

1) Natural Medicine Healing Center,
2) Natural Medicine Cultivation Facility,
3) Natural Medicine Products Manufacturer, and
4) Natural Medicine Testing Facility.

All four of these uses are collectively known as natural medicine businesses, and all four must acquire licenses from the State. A healing center is where a state-licensed facilitator may provide natural medicine services to a participant, including a session where a participant consumes natural medicine under the supervision of a facilitator. A cultivation facility grows, prepares, and packages natural medicine. A product manufacturer manufactures and prepares natural medicine product. A testing facility analyzes and certifies the safety and potency of natural medicine. None of the natural medicine businesses may sell natural medicine or natural medicine products to a consumer – not even to a participant at a healing center. They may only sell and transfer natural medicine to other natural medicine business for the purposes of testing, manufacturing, or providing for a participant during an administration session.

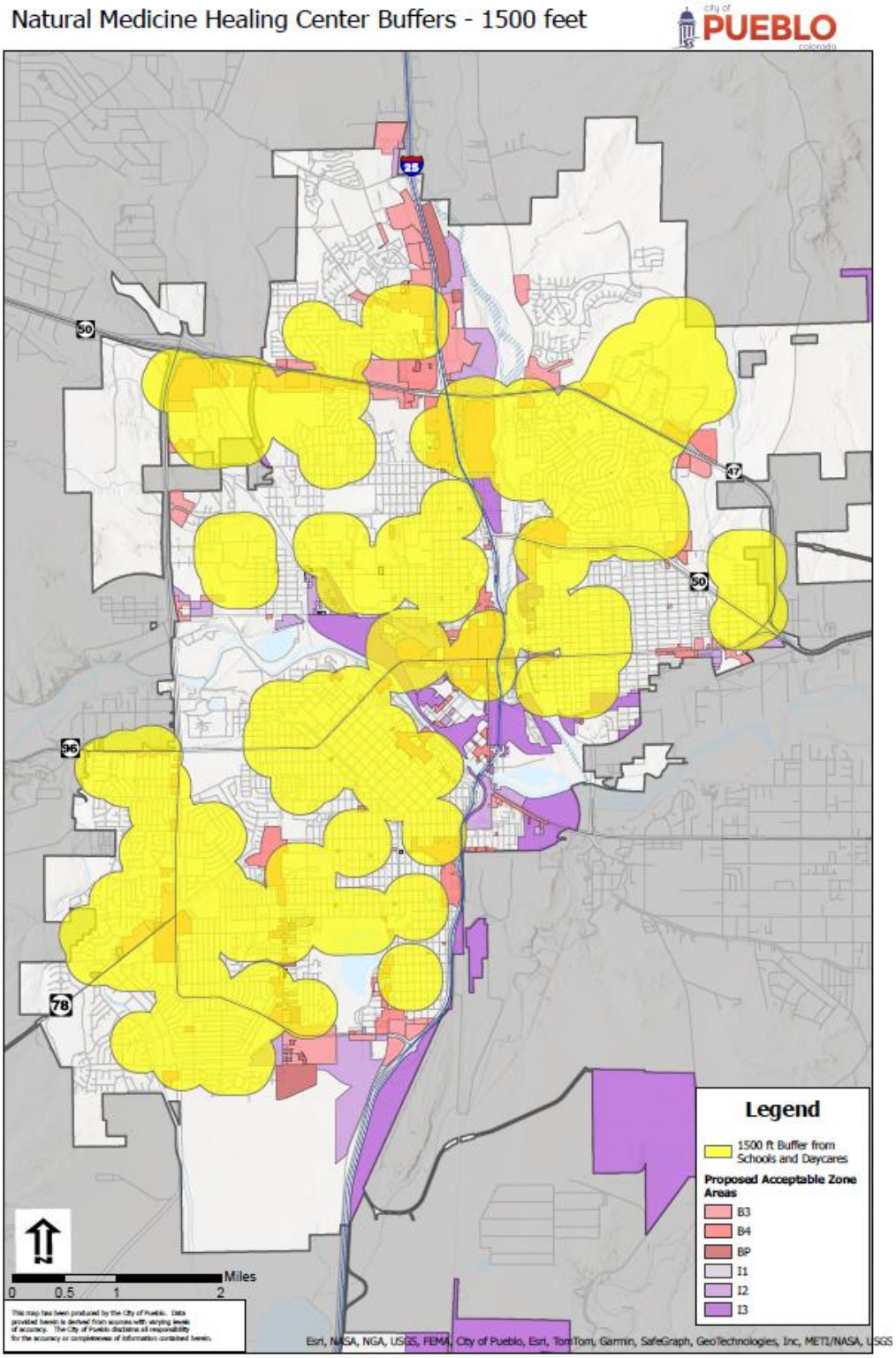
The proposed Text Amendments would also add Section 17-4-15. Natural Medicine, Business Performance Standards to Title XVII of the Pueblo Municipal Code. This section reiterates the definition of a natural medicine healing center and adds seven non-use definitions. These definitions reflect language provided in the state legislation and include:

1. Natural Medicine Business,
2. Natural Medicine Product,
3. Natura Medicine Services,
4. Participant,
5. Regulated Natural Medicine,
6. Regulated Natural Medicine Product, and
7. State Licensing Authority.

This Section provides performance regulations that natural medicine business must follow to operate in Pueblo. Of note is the 1,500 sq. ft. buffer between natural medicine business and any school that offers in-person classes, testing, and/or programs. “School” includes a childcare center, childcare home, preschool, elementary, middle, junior, or high school. This buffer is 500 sq. ft. larger than the required distance set forth in state legislation and applies to all natural medicine businesses. The other performance regulations address confining odors to the premise, using a permanent structure for storage, and prohibiting hazardous materials in the processing of natural medicine.

The location in which natural medicine businesses are allowed to operate will be regulated through zoning. Natural medicine healing centers would be allowed by-right in a Highway and Arterial Business (B-3), Central Business (B-4), and Business Park (B-P) Zone District. Natural medicine testing facilities, cultivation facilities, and product manufacturers would be allowed by-right in a Business Park (B-P) and

all Industrial (I-1, I-2, and I-3) Zone Districts. None of the natural medicine business are allowed in any Residential Zone District. The map below reflects where the 1,500 sq. ft. buffer and zoning together allow natural medicine businesses to operate in Pueblo. These zoning regulations will be reflected in amendments to Section 17-4-51. Permitted Use Table of Title XVII of the Pueblo Municipal Code.



**RECOMMENDATION:**

If the Planning and Zoning Commission finds the proposed Text Amendment to create local provisions for how and where natural medicine business can operate is 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 product manufacturing facilities, natural medicine healing centers, and to other natural medicine cultivation facilities, but not to consumers.

c. *Natural medicine, products manufacturer,* 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, transportation, 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~~ [**one thousand five hundred (1,500) feet]** of a childcare center or childcare home; preschool; elementary, middle, junior or high school which offers in person classes, testing, and/or programs; The ~~1,000-foot~~ **[1,500-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, childcare center, or childcare home 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 (Maior) | CCN (Minor) | H-B | HARP-1 | HAPR-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 | 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 (Maior) | CCN (Minor) | H-B | HARP-1 | HAPR-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 | | | 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 | 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 | P | S | S | P | P | P | P | | | | | | | | | |
| | Medical marijuana testing facility | (87)e. | | | | | | | | | | | | | | | | | | | | C | C | C | | | | | | 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 | | | | | | |
| | Print shop | (116) | | | | | | | | | | | | | | | | | | S | P | P | P | | | S | S | S | S | P | P | P | | | | | | |
| | Retail marijuana testing facility | (131)d. | | | | | | | | | | | | | | | | | | | C | C | C | | | | | | | C | C | C | | | | | | |
| | Natural medicine, testing facility | (99.5)d. | § 17-4-15 | | | | | | | | | | | | | | | | | | | | 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 (Maior) | CCN (Minor) | H-B | HARP-1 | HAPR-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 | | | | | | |
| | **Manufacturing and production** | **(85)** | | | | | | | | | | | | | | | | | | | | | P | | | | | | | P | P | P | | | | | | |

| | | |

SECTION 4.

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 February 19, 2025**
**Published February 25, 2025**

**NOTICE OF PUBLIC HEARING**

**TO WHOM IT MAY CONCERN:**

Take notice that at 3:30 P.M., on the 12th day of March, 2025 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:** April 28, 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 21.848-ACRES GENERALLY LOCATED NORTH OF STATE HIGHWAY 47/CESAR CHAVEZ BOULEVARD AND DILLON DRIVE INTERSECTION FROM I-2, INDUSTRIAL TO B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT

## SUMMARY:

The applicant is requesting to rezone 21.848-acres from I-2, Industrial to B-3, Highway and Arterial Business Zone District to facilitate commercial development along the State Highway 47/Cesar Chavez Boulevard corridor.

## PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to subdivide 33.858-acres into seven (7) commercial lots, one (1) industrial parcel, reserved for future development, and one (1) parcel dedicated to drainage and detention. (S-23-08)

## BACKGROUND:

The proposed B-3 rezoning is for the land area that will be subdivided into developable lots, Parcel B, a Drainage Easement. Non-buildable Parcel A, which is reserved for future development, will remain zoned I-2. The purpose of the B-3 rezoning is to facilitate development of commercial offices, services, and restaurants. Historically, this site was zoned I-2, but it has never been developed as it was in a floodplain. To remove the floodplain restrictions and develop the property, the property owner contracted Matrix Design to perform a detailed floodplain analysis of the property. The analysis indicated the property is not at risk of flooding due to ineffective flow areas being used by the Flood Insurance Rate Map (FIRM). The City worked with the Federal Emergency Management Agency (FEMA) and the Colorado Water Conservation Board (CWCB) to ensure the analysis and modeling, completed by Matrix, made correct assumptions. Once the City, State, and Federal agencies were in agreement, the property owner was given approval to import fill material to the site and elevate it, thus

removing it from the floodplain. The property owner must complete a floodplain letter of map revision (LOMR) within six months of finishing the site work to finalize the removal of the floodplain designation. Once the LOMR, rezoning, and subdivision are completed, the site can be developed for commercial purposes, which is appropriate given its location north of State Hwy 47 and adjacent to both sides of Dillon Drive.

## FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

## BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 12, 2025 Regular Meeting, voted 6-0 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-23-11 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 21.848-ACRES GENERALLY LOCATED NORTH OF STATE HIGHWAY 47/CESAR CHAVEZ BOULEVARD AND DILLON DRIVE INTERSECTION FROM I-2, INDUSTRIAL 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 I-2, Industrial to B-3, Highway and Arterial Business Zone District:

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 89º10'34" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W), A DISTANCE OF 490.98 FEET: THENCE EASTERLY
ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND 40TH STREET EXTENDED THE FOLLOWING TWO (2) COURSES;

1. N 88°35'16" E, A DISTANCE OF 180.70 FEET;
2. S 89°30'34" E, A DISTANCE OF 318.48 FEET;

THENCE S 00°25'01" E, A DISTANCE OF 621.50 FEET TO A POINT ON THE NORTHERLY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER; THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AND SAID EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE THE FOLLOWING SIX (6) COURSES;

1. S 83°44'03" W (S 83°44'53" W R&O), A DISTANCE OF 405.72 (405.69 R&O) FEET;
2. N 61°58'57" W (N 62°02'10" W R&O), A DISTANCE OF 40.82 (40.67 R&O) FEET;
3. N 26°28'24" W (N 26°27'56" W R&O), A DISTANCE OF 82.26 (82.28 R&O) FEET;
4. N 02°07'45" W (N 02°07'18" W R&O), A DISTANCE OF 200.08 (200.15 R&O) FEET;
5. N 04°40'40" W (N 04°40'31" W R&O), A DISTANCE OF 187.15 (187.09 R&O) FEET;
6. N 01°31'50" W (N 01°31'05" W R&O), A DISTANCE OF 184.83 (184.82 R&O) FEET;

TO THE POINT OF BEGINNING;
TOGETHER WITH
A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE
SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 85º59'52" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 322.88 FEET: THENCE SOUTHERLY AND WESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT,
PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER THE FOLLOWING SEVEN (7) COURSES;

1. S 04°09'50" E (S 04°09'33" E R&O), A DISTANCE OF 133.97 (133.90 R&O) FEET;
2. S 00°20'04" W (S 00°20'27" W R&O), A DISTANCE OF 358.23 FEET;
3. S 05°09'42" E (S 05°15'27" E R&O), A DISTANCE OF 82.20 (82.09 R&O) FEET;
4. S 44°07'09" W (S 44°09'41" W R&O), A DISTANCE OF 125.14 (125.34 R&O) FEET;
5. N 84°13'12" W (N 84°15'53" W R&O), A DISTANCE OF 65.20 (65.05 R&O) FEET;
6. S 36°27'01" W (S 36°28'48" W R&O), A DISTANCE OF 31.35 FEET;
7. N 81°37'45" W, A DISTANCE OF 149.27 FEET; TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W, ALONG SAID WEST

LINE, A DISTANCE OF 270.07 FEET; THENCE N 88°59'28" E, A DISTANCE OF 207.17 FEET; THENCE N 02°38'18" W, A DISTANCE OF 388.22 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET; THENCE S 89°33'10" E ALONG
SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 121.44 FEET TO THE POINT OF BEGINNING;
TOGETHER WITH
A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 01°34'40" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF
SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 22.04 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY

LINE OF 40TH STREET THE FOLLOWING TWO (2) COURSES;

1. N 88°02'36" E, A DISTANCE OF 48.64 FEET;
2. S 89°32'26" E, A DISTANCE OF 151.43 FEET;

THENCE S 02°38'18" E, A DISTANCE OF 388.22 FEET; THENCE S 88°59'28"W, A DISTANCE OF 207.17 FEET TO A POINT ON THE
WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W ALONG SAID WEST LINE, A DISTANCE OF 391.15 FEET TO THE POINT OF BEGINNING.
TOGETHER WITH
A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT MARKED BY AN AXLE IN A RANGE BOX; THENCE S89°31'31”E A DISTANCE OF 792.29 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF 40th STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. N00°28'46”E A DISTANCE OF 111.94 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 109°34'28”, A RADIUS OF 96.78 FEET, A DISTANCE OF 185.09 FEET TO A POINT OF TANGENT;
3. S70°54'18”W A DISTANCE OF 51.22 FEET;
4. S89°48'46”W A DISTANCE OF 147.64 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE;

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. N26°25'24”W A DISTANCE OF 147.64 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 35°00'00”, A RADIUS OF 856.30 FEET, A DISTANCE OF 523.08 FEET TO A POINT OF TANGENT;
3. N61°25'24”W A DISTANCE OF 58.12 FEET;
4. N63°53'34”W A DISTANCE OF 137.90 FEET;
5. N71°13°02”W A DISTANCE OF 43.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD;

THENCE N23°32'41”E ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 468.55 FEET; THENCE S66°54'44”E A DISTANCE OF 1,065.17 FEET TO THE NORTHWEST CORNER OF THE DEED RECORDED IN BOOK 1842 AT PAGE 897 IN THE RECORDS OF COUNTY OF PUEBLO, STATE OF COLORADO; THENCE S00°25'23”E ON SAID WESTERLY BOUNDARY LINE A DISTANCE OF 806.29 FEET; THENCE N89°30'34”W ON SAID SOUTH LINE A DISTANCE OF 210.38 FEET TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 750,553 SQUARE FEET OR 17.230 ACRES.
TOGETHER WITH
A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT POINT MARKED BY AN AXLE IN A RANGE BOX AT THE EAST QUARTER CORNER OF SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°25'23”W, ON THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 60.01 FEET; THENCE S88°34'38”W, PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 465.35 FEET TO A POINT ON THE

EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD, SAID POINT BEING A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S75°47'26”E, HAVING A DELTA OF 09°20'07”, A RADIUS OF 1,806.25 FEET A DISTANCE OF 294.30 FEET TO A POINT OF TANGENT; THENCE CONTINUING ON SAID RIGHT-OF-WAY N23°32'41”E A DISTANCE OF 143.62 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE; THENCE ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 40TH/ STREET, THE FOLLOWING EIGHT (8) COURSES:

1. S66°26'45”E A DISTANCE OF 118.16 FEET;
2. S73°31'50”E A DISTANCE OF 210.80 FEET;
3. S65°51'46”E A DISTANCE OF 64.09 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 39°01'16”, A RADIUS OF 426.14 FEET, A DISTANCE OF 290.22 FEET;
5. S26°24'11”W A DISTANCE OF 48.36 FEET;
6. S69°39'22”W A DISTANCE OF 70.19 FEET'
7. S45°32'06”W A DISTANCE OF 50.97 FEET
8. S79°39'15”W A DISTANCE OF 140.34 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 201,177 SQUARE FEET, OR 4.618 ACRES.

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 April 14, 2025.

Final adoption of Ordinance by City Council on April 28, 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

# REZONING EXHIBIT

## A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

**LEGAL DESCRIPTION:**

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 89°10'34" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W), A DISTANCE OF 490.98 FEET: THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND 40TH STREET EXTENDED THE FOLLOWING TWO (2) COURSES;

1. N 88°35'16" E, A DISTANCE OF 180.70 FEET;
2. S 89°30'34" E, A DISTANCE OF 318.48 FEET;

THENCE S 00°25'01" E, A DISTANCE OF 621.50 FEET TO A POINT ON THE NORTHERLY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY,
COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER; THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AND SAID EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE THE FOLLOWING SIX (6) COURSES;

1. S 83°44'03" W (S 83°44'53" W R&O), A DISTANCE OF 405.72 (405.69 R&O) FEET;
2. N 61°58'57" W (N 62°02'10" W R&O), A DISTANCE OF 40.82 (40.87 R&O) FEET;
3. N 26°28'24" W (N 26°27'56" W R&O), A DISTANCE OF 82.26 (82.28 R&O) FEET;
4. N 02°07'45" W (N 02°07'18" W R&O), A DISTANCE OF 200.08 (200.15 R&O) FEET;
5. N 04°40'40" W (N 04°40'31" W R&O), A DISTANCE OF 187.15 (187.09 R&O) FEET;
6. N 01°31'50" W (N 01°31'05" W R&O), A DISTANCE OF 184.83 (184.82 R&O) FEET;

TO THE POINT OF BEGINNING;

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE
SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 85°59'52" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 322.88 FEET: THENCE SOUTHERLY AND WESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT,
PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER THE FOLLOWING SEVEN (7) COURSES;

1. S 04°09'50" E (S 04°09'33" E R&O), A DISTANCE OF 133.97 (133.90 R&O) FEET;
2. S 00°20'04" W (S 00°20'27" W R&O), A DISTANCE OF 358.23 FEET;
3. S 05°09'42" E (S 05°15'27" E R&O), A DISTANCE OF 82.20 (82.09 R&O) FEET;
4. S 44°07'09" W (S 44°09'41" W R&O), A DISTANCE OF 125.14 (125.34 R&O) FEET;
5. N 84°13'12" W (N 84°15'53" W R&O), A DISTANCE OF 65.20 (65.05 R&O) FEET;
6. S 36°27'01" W (S 36°28'48" W R&O), A DISTANCE OF 31.35 FEET;
7. N 81°37'45" W, A DISTANCE OF 149.27 FEET; TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W, ALONG SAID WEST

LINE, A DISTANCE OF 270.07 FEET; THENCE N 88°59'28" E, A DISTANCE OF 207.17 FEET; THENCE N 02°38'18" W, A DISTANCE OF 388.22 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET; THENCE S 89°33'10" E ALONG
SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 121.44 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 01°34'40" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 22.04 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY
LINE OF 40TH STREET THE FOLLOWING TWO (2) COURSES;

1. N 88°02'36" E, A DISTANCE OF 48.64 FEET;
2. S 89°32'26" E, A DISTANCE OF 151.43 FEET;

THENCE S 02°38'18" E, A DISTANCE OF 388.22 FEET; THENCE S 88°59'28"W, A DISTANCE OF 207.17 FEET TO A POINT ON THE
WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W ALONG SAID WEST LINE, A DISTANCE OF 391.15 FEET TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION:** CONTINUED

BASIS OF BEARINGS:THE COURSE ON THE WEST BOUNDARY LINE OF PARCEL C AND PARCEL B, AS SHOWN ON THE ALTA SURVEY DEPOSITED UNDER 2S-06-32 RECORDS OF THE COUNTY OF PUEBLO, STATE OF COLORADO, BEING MONUMENTED AT NORTHERLY END, BEING THE NORTHWEST CORNER OF SAID PARCEL C, BY A NO. 5 REBAR AND 1-1/2" ALUMINUM CAP STAMPED "PLS NO. 30107" AND AT THE SOUTHERLY END, BEING THE SOUTHWEST CORNER OF SAID PARCEL B, BEING MONUMENTED BY A 3-1/2" ALUMINUM CDOT RIGHT-OF-WAY MARKER ON AN ALUMINUM ROD STAMPED "PLS NO. 30107", ASSUMED TO BEAR S01°34'40"W A DISTANCE OF 661.22 FEET.

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY AN AXLE IN A RANGE BOX; THENCE S89°31'31"E A DISTANCE OF 792.29 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF 40th STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. N00°28'46"E A DISTANCE OF 111.94 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 109°34'28", A RADIUS OF 96.78 FEET, A DISTANCE OF 185.09 FEET TO A POINT OF TANGENT;
3. S70°54'18"W A DISTANCE OF 51.22 FEET;
4. S89°48'46"W A DISTANCE OF 147.64 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE;

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. N26°25'24"W A DISTANCE OF 147.64 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 35°00'00", A RADIUS OF 856.30 FEET, A DISTANCE OF 523.08 FEET TO A POINT OF TANGENT;
3. N61°25'24"W A DISTANCE OF 58.12 FEET;
4. N63°53'34"W A DISTANCE OF 137.90 FEET;
5. N71°13'02"W A DISTANCE OF 43.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD;

THENCE N23°32'41"E ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 468.55 FEET; THENCE S66°54'44"E A DISTANCE OF 1,065.17 FEET TO THE NORTHWEST CORNER OF THE DEED RECORDED IN BOOK 1842 AT PAGE 897 IN THE RECORDS OF COUNTY OF PUEBLO, STATE OF COLORADO; THENCE S00°25'23"E ON SAID WESTERLY BOUNDARY LINE A DISTANCE OF 806.29 FEET; THENCE N89°30'34"W ON SAID SOUTH LINE A DISTANCE OF 210.38 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 750,553 SQUARE FEET OR 17.230 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT POINT MARKED BY AN AXLE IN A RANGE BOX AT THE EAST QUARTER CORNER OF SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°25'23"W, ON THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 60.01 FEET; THENCE S88°34'38"W, PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 465.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD, SAID POINT BEING A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S75°47'26"E, HAVING A DELTA OF 09°20'07", A RADIUS OF 1,806.25 FEET A DISTANCE OF 294.30 FEET TO A POINT OF TANGENT; THENCE CONTINUING ON SAID RIGHT-OF-WAY N23°32'41"E A DISTANCE OF 143.62 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE; THENCE ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 40TH STREET, THE FOLLOWING EIGHT (8) COURSES:

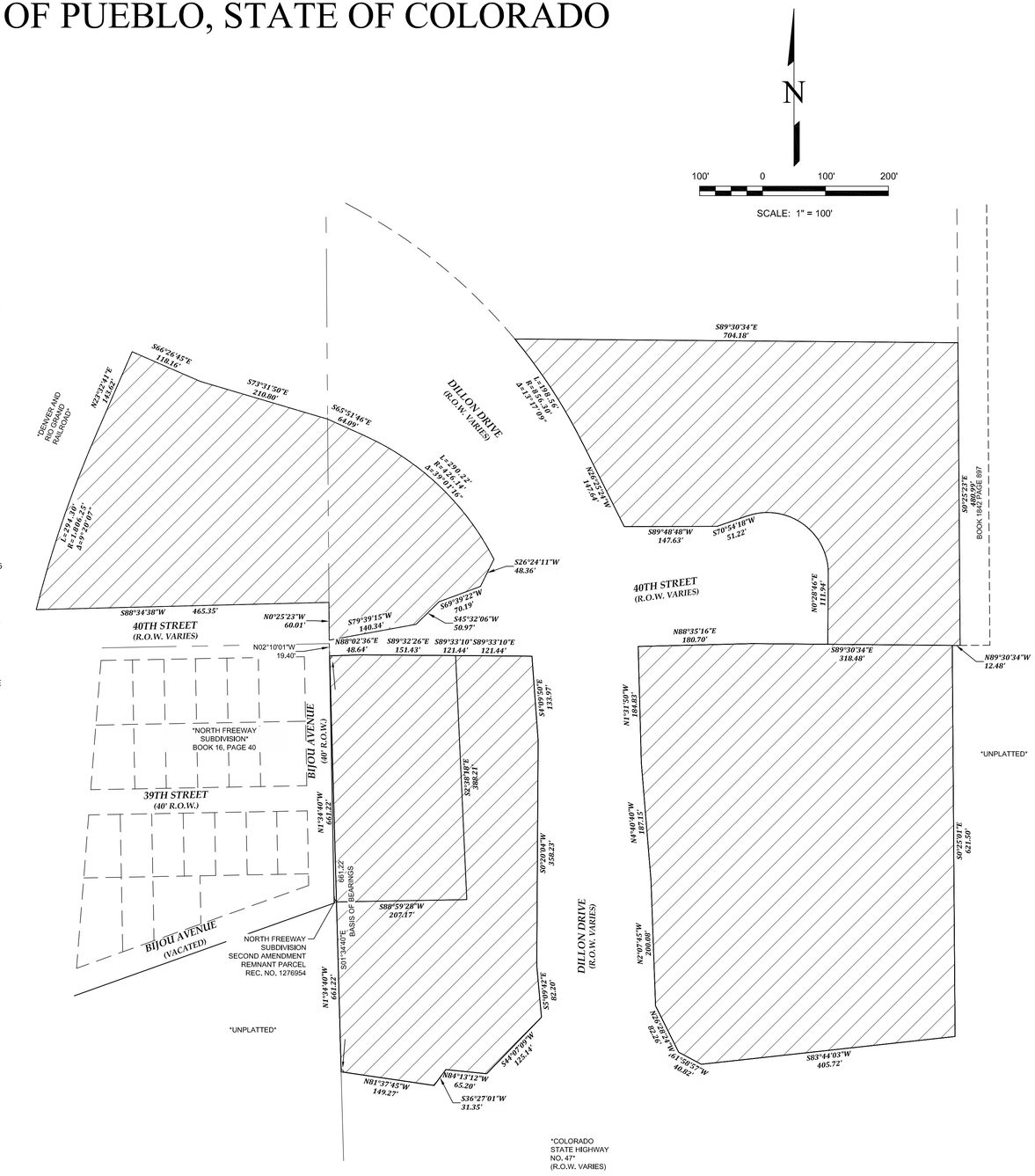
1. S66°26'45"E A DISTANCE OF 118.16 FEET;
2. S73°31'50"E A DISTANCE OF 210.80 FEET;
3. S65°51'46"E A DISTANCE OF 64.09 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 39°01'16", A RADIUS OF 426.14 FEET, A DISTANCE OF 290.22 FEET;
5. S26°24'11"W A DISTANCE OF 48.36 FEET;
6. S69°39'22"W A DISTANCE OF 70.19 FEET"
7. S45°32'06"W A DISTANCE OF 50.97 FEET
8. S79°39'15"W A DISTANCE OF 140.34 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 201,177 SQUARE FEET, OR 4.618 ACRES.

**LEGEND:**

AREA I-2 TO BE REZONED B-3

PUEBLO COUNTY ASSESSOR'S PROPERTY INFORMATION AND EXISTING ZONE




| REVISIONS NO. | DESCRIPTION | DATE |
|---|---|---|
| 1. | ADDRESS COMMENTS | 3/13/2024 |


EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247


**REZONING EXHIBIT**

A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

| | |
|---|---|
| DRAWN BY | JWT |
| CHECKED BY | ERF |
| H-SCALE | 1" = 100' |
| JOB NO. | 4111-00 |
| DATE CREATED | 8-31-22 |
| DATE ISSUED | DRAFT |
| SHEET NO | 1 OF 1 |

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi

***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado
Wednesday March 12, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi.

**Commissioners Absent:** One Commission Seat Vacant

**Staff Members Present*:*** David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner, Hannah Prinzi, Planner, Cindy Capritta, Land Use Tech

**Staff Members Absent**: None

**Approval of the Agenda:** Bailey motioned to approve the agenda as amended, seconded by Boston.

**Motion Passed:** 6-0

**Public Hearings:**

**3. Z-23-11 Rezone:** Rezoning of 21.848 acres from I-2, Industrial to B-3, Highway and Arterial Business District, to facilitate the Dillon North, A Special Area Plan Subdivision and future commercial development. Generally located north of the Cesar Chavez Blvd. and Dillon Drive intersection. Staff Report by Beritt Odom, Principal Planner

**Hearing**: Applicants Darlene Horn and Toni Acri were sworn in and spoke in support of the rezoning application. Kathy Spicola was sworn in and discussed concerns about the project.

**Commission Action:** Bailey moved to recommend the rezoning application to City Council seconded by Aznar.

**Motion Passed:** 6-0.

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

# Z-23-11

| | |
|---|---|
| **TO:** | City of Pueblo, Planning and Zoning Commission |
| **FROM:** | Beritt Odom, Principal Planner |
| **THROUGH:** | Scott Hobson, Acting Director of Planning and Community Development |
| **DATE:** | March 12, 2025 |
| **SUBJECT:** | Rezone 21.848 acres from Pueblo County I-2, Industrial to B-3, Highway and Arterial Business District |
| **APPLICANT:** | Avik Amin, AKN Enterprises LLC<br>Ron Childress, Dillon Drive Assoc. |
| **SURVEYOR:** | Edward Fisher, PLS, Edward James Surveying |
| **ENGINEER:** | Darlene Horn, P.E. DK Horn Engineering and Design |
| **PROPERTY OWNER:** | Avik Amin, AKN Enterprises LLC<br>Ron Childress, Dillon Drive Assoc. |
| **LOCATION:** | Generally located north of the Hwy 47/Cesar Chavez Blvd. and Dillon Drive intersection. |
| **CONCURRENT REQUESTS:** | S-23-09 Dillon North Subdivision |

**REQUEST:**
The applicant is requesting to rezone 21.848 acres from I-2, Industrial to B-3, Highway Arterial Business District to facilitate commercial development along the Highway 47 (Cesar Chavez Blvd.) corridor.

## BACKGROUND AND ANALYSIS:

The proposed B-3 rezoning is for the land area that will be subdivided into developable lots, Parcel B, a Drainage Easement. Non-buildable Parcel A, which is reserved for future development, will remain zoned I-2. The purpose of the B-3 rezoning is to facilitate development of commercial offices, services, and restaurants. Historically, this site was zoned I-2, but it has never been developed as it was located in a floodplain.

In an effort to remove the floodplain restrictions and develop the property, the property owner contracted Matrix Design to perform a detailed floodplain analysis of the property. The analysis indicated the property is not at risk of flooding due to ineffective flow areas being used by FIRM. The City worked with FEMA and CWCB to ensure the analysis and modeling, completed by Matrix, made correct assumptions. Once the City,

State, and Federal agencies were in agreement, the property owner was given approval to import fill material to the site and elevate it, thus removing it from the floodplain. The property owner must complete a floodplain LOMR within six months of finishing the site work to finalize the removal of the floodplain designation.

Once the LOMR, rezoning, and subdivision are completed, the site can be developed for commercial purposes, which is appropriate given its location north of State Hwy 47 and adjacent to both sides of Dillon Dr.

## LAND USE AND PLANNING COMMENTS
## CHARACTER AND COMPATIBILITY

**Site Character:** The site is currently undeveloped.

**Neighborhood Compatibility:**

| | |
|---|---|
| North | I-2, Unimproved land<br>B-3, Walmart |
| East | S-3, Fountain Creek |
| South | B-4, Pueblo Mall |
| West | I-2, Single Family residences, Colorado Tire, possible salvage uses. |

**COMPREHENSIVE PLAN:**

The area to be subdivided is designated as Mixed-Use Activity Center by the "Pueblo Regional Comprehensive Plan, 2022." According to the Comprehensive Plan, Mixed-Use Activity Centers primarily consist of retail, office, and multifamily residential uses. The intent of Mixed-Use Activity Centers is to provide opportunities for the redevelopment and reactivation of malls, large format retail, and other commercial centers into compact mixed-use neighborhoods that serve as community and regional destinations.

The proposed rezoning will allow commercial uses to be established along the highly visible highway corridor; therefore, conforming to the intent of the regional comprehensive plan.

## 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 applicant stated that the proposed B-3 Zoning is consistent with the surrounding area and commercial uses.**

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 rezoning site is currently undeveloped; the proposed rezoning will facilitate commercial development of the site.**

| |
|---|
| A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation. |

❑ Comments **A tentative site plan of the proposed development was not provided.**

| |
|---|
| A statement of the proposed time schedule for beginning and completion of development. |

❑ Comments **The application states that development is contingent upon the successful subdivision of the property.**

| |
|---|
| A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested. |

❑ Comments **The application states that the "applicant, AKN Enterprises LLC, is fully aware of the magnitude of construction costs associated with the subdivision and development and is fully capable of paying for it."**

## RECOMMENDED ACTION:

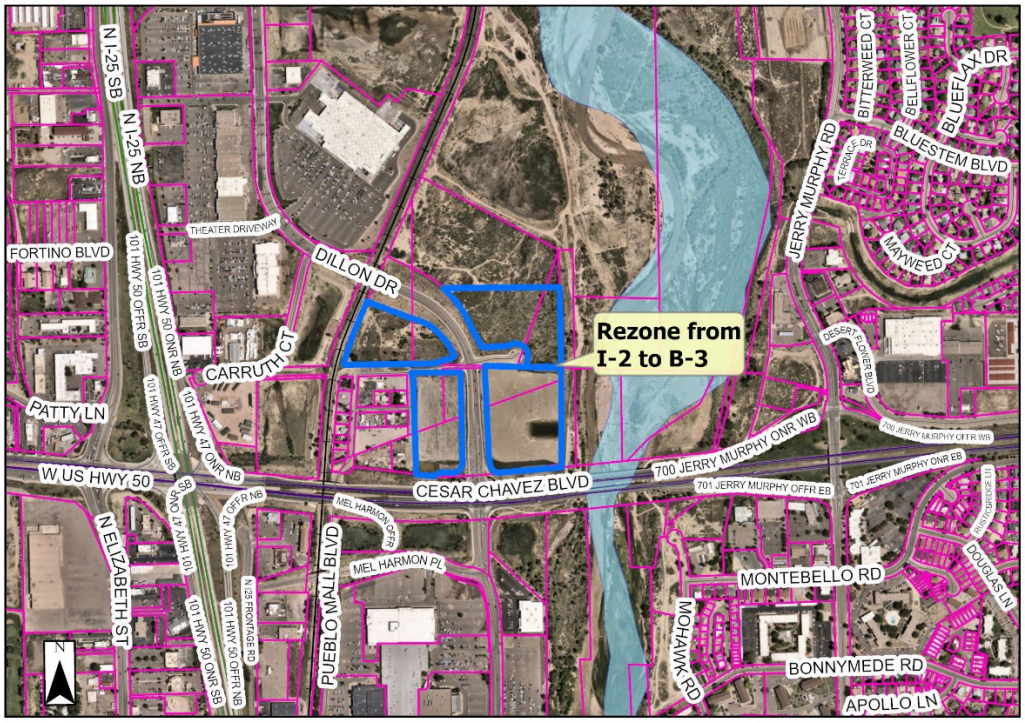
If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council for approval of the rezone request is appropriate.

## REFERRAL AGENCIES AND COMMENTS:

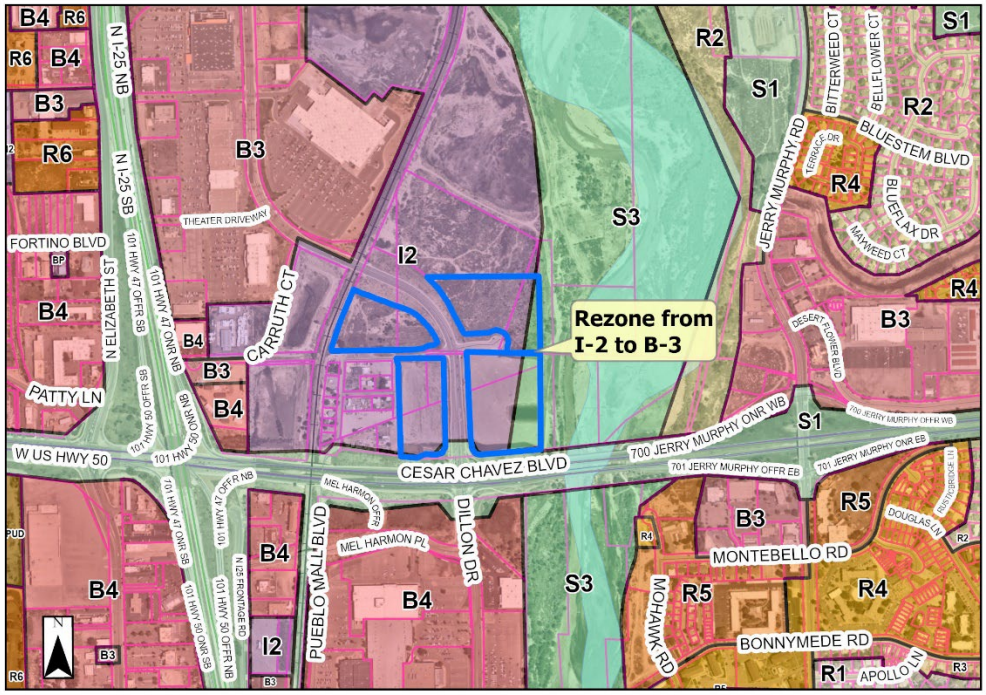
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

## ATTACHMENTS:

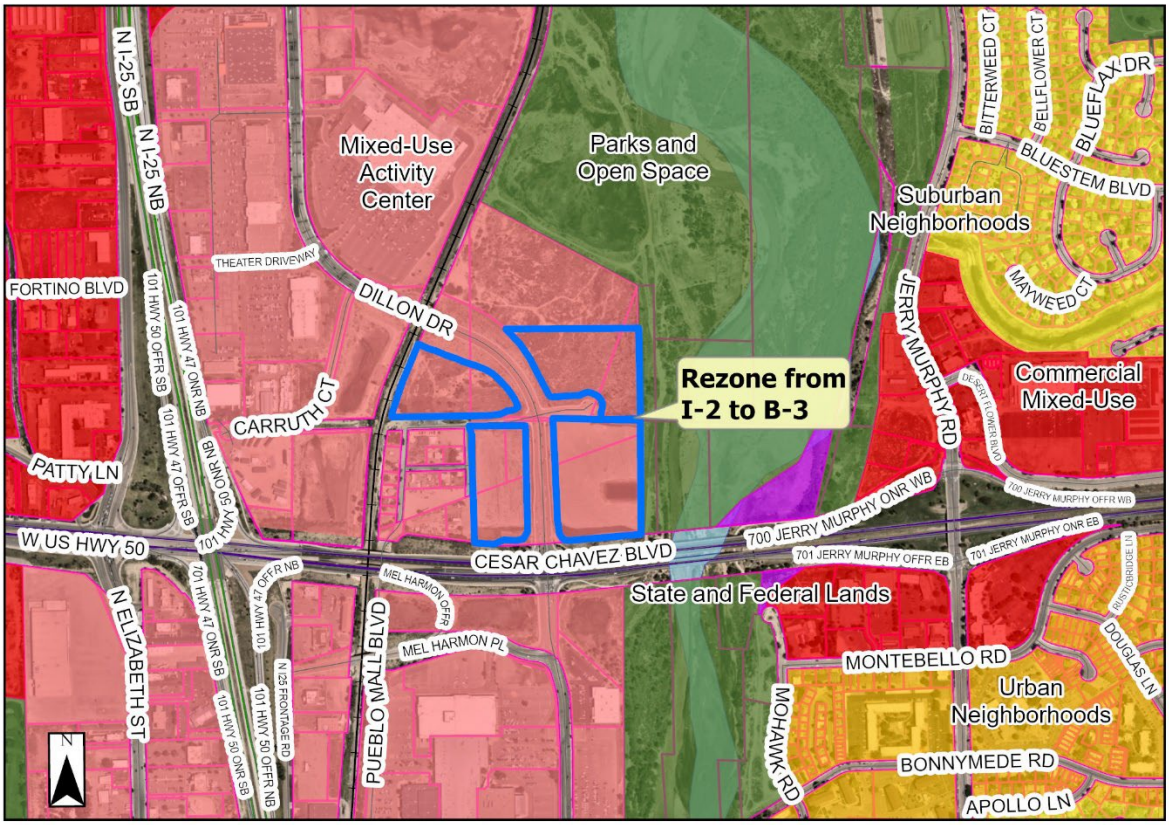
**A. Aerial Photograph**
**B. Zoning Map**
**C. Comprehensive Plan Map**
**D. Site Photographs**
**E. Zoning Exhibit**
**F. Application**




A. Aerial Photograph




B. Zoning




C. Comprehensive Plan

E. Dillon North rezoning site looking east from Dillon Dr.

E. Dillon North rezoning site looking west from Dillon Dr.

Public Notice Poster

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

# Planning & Zoning Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

| **Property Owner** | |
|---|---|
| Name: Avik Amin | |
| Company: AKN Enterprises LLC | |
| Address: 4308 St. Andrews Drive, Pueblo, Colorado | Zip: 81001 |
| Phone: ( ) 719-569-0964 | Email: avikamin@aaahoteldevelopers.com |
| **Applicant** | |
| Name: Avik Amin | |
| Company: AKN Enterprises LLC | |
| Address: 4308 St. Andrews Drive, Pueblo, CO | Zip: 81001 |
| Phone: ( ) 719-569-0964 | Email: avikamin@aaahoteldevelopers.com |
| **Person or Firm Representing (If Different From) Owner or Applicant** | |
| Name: Darlene Horn | |
| Company: DK Horn Engineering & Design, Inc. | |
| Address: 2441 S. Prairie Avenue | Zip: 81005 |
| Phone: ( ) 719-696-8274 | Email: darlene@dkheng.com |
| *The **applicant** will be the primary contact unless otherwise noted.* | |

**Project Location:** (address or general description) North of Dillon Drive and Hwy 47 Intersection

Parcel# 418000045, 418000044, 418000042, 418000007

Legal Description: See attached

Subdivision: Dillon North Subdivision Acreage: 12.00

| | |
|---|---|
| **Existing Zone District:** I-2 | **Proposed Zone District:** B-3 |

## Purpose of this Application:

- ☑ To permit development of the property not allowed under the existing zone district.
- ☑ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify):_____

(Continued from previous page)

**Statement of Facts:**

Justifying the zone change request. Be specific; use additional sheets if necessary.

Proposed Zone B-3 is consistent with the surrounding area zoning, which is B-3 to the north, B-4 just south of Hwy 47.

Description of area surrounding proposed development:

The area in general is commercial with Pueblo Mall to the south, Walmart and shopping centers to the north and movie theather to the north. There is very little industrial type uses in the area.

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.

The area is being subdivided (Dillon North Subdivision) into multiple commercial properties. Envrionmental, traffic and other such affects are being addressed as part of the subdivsion. A traffic study has been submitted to both the City and CDOT.

☐ A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project: N/A - N/A - this application is part of Subdivison Part I submittal

Estimated date for completion of project: N/A - this application is part of Subdivison Part I submittal

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

The applicant, AKN Enterprises LLC, is fully aware of the magnitude of construction costs associated with the subdivsion and development and is fully capable of paying for it.

☑ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (**if applicable**)

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.

**Office Use Only**

| Zoning Compliance (Completed by City Staff) | |
|---|---|
| Application received by: | Date: |
| Application checked for completeness by: | Date: |
| Case Manager: | Fee Paid: |
| Hearing date: ☐ Approved ☐ Denied ☐Approved w/conditions | |

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

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.

| Property Owner | | |
|---|---|---|
| Print Name: | | |
| Signature: | | Date: |
| **Applicant, if different from Property Owner** | | |
| Print Name: | | |
| Signature: | | Date: |

# REZONING EXHIBIT

## A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

**LEGAL DESCRIPTION:**

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 89°10'34" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W), A DISTANCE OF 490.98 FEET: THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND 40TH STREET EXTENDED THE FOLLOWING TWO (2) COURSES;

1. N 88°35'16" E, A DISTANCE OF 180.70 FEET;
2. S 89°30'34" E, A DISTANCE OF 318.48 FEET;

THENCE S 00°25'01" E, A DISTANCE OF 621.50 FEET TO A POINT ON THE NORTHERLY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY,
COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER; THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AND SAID EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE THE FOLLOWING SIX (6) COURSES;

1. S 83°44'03" W (S 83°44'53" W R&O), A DISTANCE OF 405.72 (405.69 R&O) FEET;
2. N 61°58'57" W (N 62°02'10" W R&O), A DISTANCE OF 40.82 (40.87 R&O) FEET;
3. N 26°28'24" W (N 26°27'56" W R&O), A DISTANCE OF 82.26 (82.28 R&O) FEET;
4. N 02°07'45" W (N 02°07'18" W R&O), A DISTANCE OF 200.08 (200.15 R&O) FEET;
5. N 04°40'40" W (N 04°40'31" W R&O), A DISTANCE OF 187.15 (187.09 R&O) FEET;
6. N 01°31'50" W (N 01°31'05" W R&O), A DISTANCE OF 184.83 (184.82 R&O) FEET;

TO THE POINT OF BEGINNING;

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE
SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 85°59'52" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 322.88 FEET: THENCE SOUTHERLY AND WESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT,
PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER THE FOLLOWING SEVEN (7) COURSES;

1. S 04°09'50" E (S 04°09'33" E R&O), A DISTANCE OF 133.97 (133.90 R&O) FEET;
2. S 00°20'04" W (S 00°20'27" W R&O), A DISTANCE OF 358.23 FEET;
3. S 05°09'42" E (S 05°15'27" E R&O), A DISTANCE OF 82.20 (82.09 R&O) FEET;
4. S 44°07'09" W (S 44°09'41" W R&O), A DISTANCE OF 125.14 (125.34 R&O) FEET;
5. N 84°13'12" W (N 84°15'53" W R&O), A DISTANCE OF 65.20 (65.05 R&O) FEET;
6. S 36°27'01" W (S 36°28'48" W R&O), A DISTANCE OF 31.35 FEET;
7. N 81°37'45" W, A DISTANCE OF 149.27 FEET; TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W, ALONG SAID WEST

LINE, A DISTANCE OF 270.07 FEET; THENCE N 88°59'28" E, A DISTANCE OF 207.17 FEET; THENCE N 02°38'18" W, A DISTANCE OF 388.22 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET; THENCE S 89°33'10" E ALONG
SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 121.44 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 01°34'40" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 22.04 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY
LINE OF 40TH STREET THE FOLLOWING TWO (2) COURSES;

1. N 88°02'36" E, A DISTANCE OF 48.64 FEET;
2. S 89°32'26" E, A DISTANCE OF 151.43 FEET;

THENCE S 02°38'18" E, A DISTANCE OF 388.22 FEET; THENCE S 88°59'28"W, A DISTANCE OF 207.17 FEET TO A POINT ON THE
WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W ALONG SAID WEST LINE, A DISTANCE OF 391.15 FEET TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION:** CONTINUED

BASIS OF BEARINGS:THE COURSE ON THE WEST BOUNDARY LINE OF PARCEL C AND PARCEL B, AS SHOWN ON THE ALTA SURVEY DEPOSITED UNDER 2S-06-32 RECORDS OF THE COUNTY OF PUEBLO, STATE OF COLORADO, BEING MONUMENTED AT NORTHERLY END, BEING THE NORTHWEST CORNER OF SAID PARCEL C, BY A NO. 5 REBAR AND 1-1/2" ALUMINUM CAP STAMPED "PLS NO. 30107" AND AT THE SOUTHERLY END, BEING THE SOUTHWEST CORNER OF SAID PARCEL B, BEING MONUMENTED BY A 3-1/2" ALUMINUM CDOT RIGHT-OF-WAY MARKER ON AN ALUMINUM ROD STAMPED "PLS NO. 30107", ASSUMED TO BEAR S01°34'40"W A DISTANCE OF 661.22 FEET.

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY AN AXLE IN A RANGE BOX; THENCE S89°31'31"E A DISTANCE OF 792.29 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF 40th STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. N00°28'46"E A DISTANCE OF 111.94 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 109°34'28", A RADIUS OF 96.78 FEET, A DISTANCE OF 185.09 FEET TO A POINT OF TANGENT;
3. S70°54'18"W A DISTANCE OF 51.22 FEET;
4. S89°48'46"W A DISTANCE OF 147.64 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE;

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. N26°25'24"W A DISTANCE OF 147.64 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 35°00'00", A RADIUS OF 856.30 FEET, A DISTANCE OF 523.08 FEET TO A POINT OF TANGENT;
3. N61°25'24"W A DISTANCE OF 58.12 FEET;
4. N63°53'34"W A DISTANCE OF 137.90 FEET;
5. N71°13'02"W A DISTANCE OF 43.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD;

THENCE N23°32'41"E ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 468.55 FEET; THENCE S66°54'44"E A DISTANCE OF 1,065.17 FEET TO THE NORTHWEST CORNER OF THE DEED RECORDED IN BOOK 1842 AT PAGE 897 IN THE RECORDS OF COUNTY OF PUEBLO, STATE OF COLORADO; THENCE S00°25'23"E ON SAID WESTERLY BOUNDARY LINE A DISTANCE OF 806.29 FEET; THENCE N89°30'34"W ON SAID SOUTH LINE A DISTANCE OF 210.38 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 750,553 SQUARE FEET OR 17.230 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT POINT MARKED BY AN AXLE IN A RANGE BOX AT THE EAST QUARTER CORNER OF SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°25'23"W, ON THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 60.01 FEET; THENCE S88°34'38"W, PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 465.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD, SAID POINT BEING A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S75°47'26"E, HAVING A DELTA OF 09°20'07", A RADIUS OF 1,806.25 FEET A DISTANCE OF 294.30 FEET TO A POINT OF TANGENT: THENCE CONTINUING ON SAID RIGHT-OF-WAY N23°32'41"E A DISTANCE OF 143.62 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE; THENCE ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 40TH STREET, THE FOLLOWING EIGHT (8) COURSES:

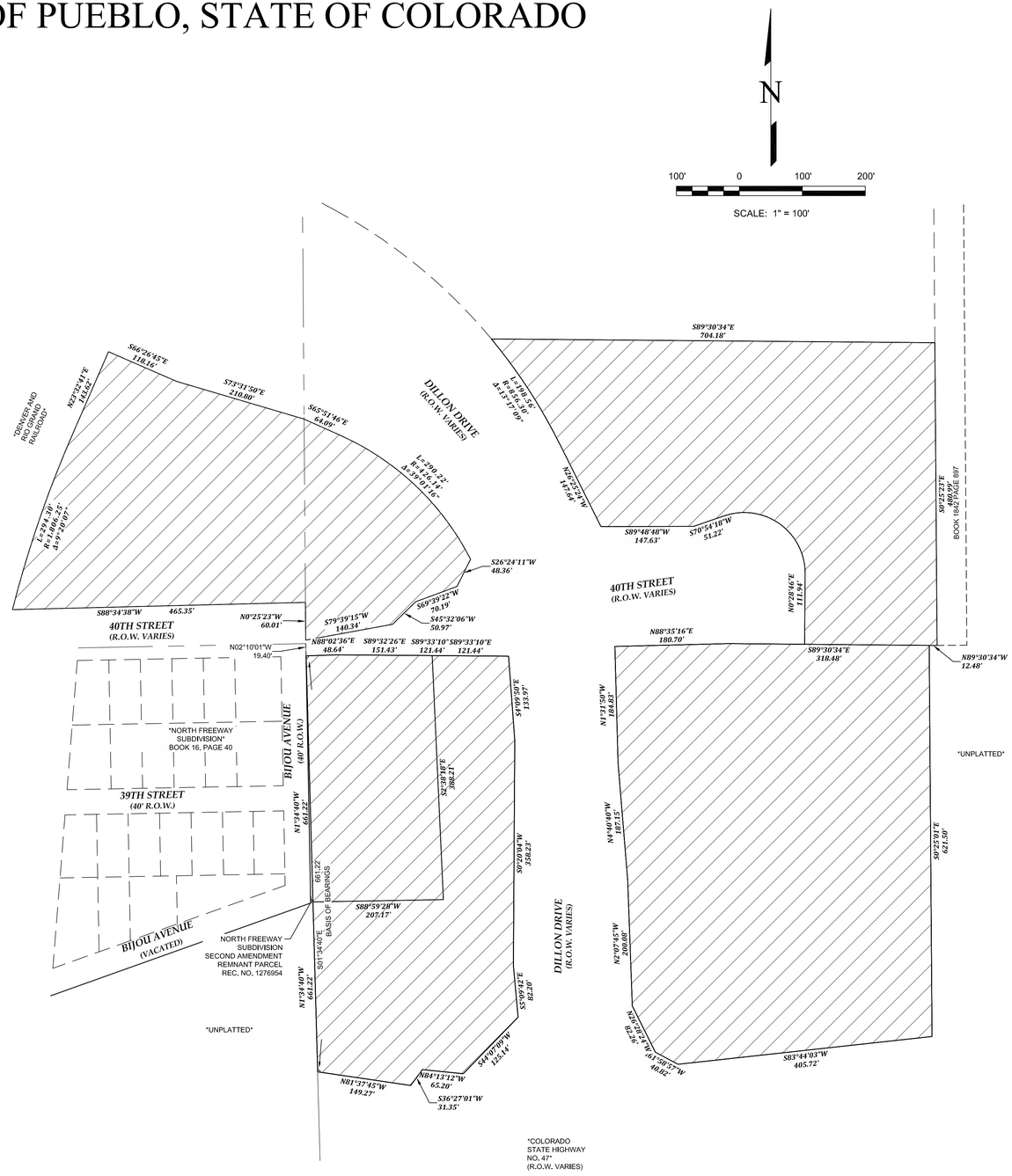
1. S66°26'45"E A DISTANCE OF 118.16 FEET;
2. S73°31'50"E A DISTANCE OF 210.80 FEET;
3. S65°51'46"E A DISTANCE OF 64.09 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 39°01'16", A RADIUS OF 426.14 FEET, A DISTANCE OF 290.22 FEET;
5. S26°24'11"W A DISTANCE OF 48.36 FEET;
6. S69°39'22"W A DISTANCE OF 70.19 FEET"
7. S45°32'06"W A DISTANCE OF 50.97 FEET
8. S79°39'15"W A DISTANCE OF 140.34 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 201,177 SQUARE FEET, OR 4.618 ACRES.

**LEGEND:**

AREA I-2 TO BE REZONED B-3

PUEBLO COUNTY ASSESSOR'S PROPERTY INFORMATION AND EXISTING ZONE





EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247


| REVISIONS NO. | DESCRIPTION | DATE |
|---|---|---|
| 1. | ADDRESS COMMENTS | 3/13/2024 |

**REZONING EXHIBIT**

A PORTION OF THE WEST HALF OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

| | |
|---|---|
| DRAWN BY | JWT |
| CHECKED BY | ERF |
| H-SCALE | 1" = 100' |
| JOB NO. | 4111-00 |
| DATE CREATED | 8-31-22 |
| DATE ISSUED | DRAFT |
| SHEET NO | 1 OF 1 |

February 25, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from AKN Enterprises LLC and Dillon Drive Assoc. for the approval of the following applications generally located north of the Hwy 47/Cesar Chavez Blvd. and Dillon Drive intersection.

**Z-23-11:** Rezone**,** of 21.848 acres from I-2, Industrial to B-3, Highway and Arterial Business District, to facilitate the Dillon North, Subdivision and future commercial development.
**S-23-08:** Dillon North Subdivision, subdivision of 33.85 acres into commercial lots, and parcels for drainage, utilities, and future development.

**The Planning and Zoning Commission meeting will be held on March 12, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO.** You are welcome to attend this public hearing in person and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

February 25, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from AKN Enterprises LLC and Dillon Drive Assoc. for the approval of the following applications generally located north of the Hwy 47/Cesar Chavez Blvd. and Dillon Drive intersection.

**Z-23-11:** Rezone**,** of 21.848 acres from I-2, Industrial to B-3, Highway and Arterial Business District, to facilitate the Dillon North, Subdivision and future commercial development.
**S-23-08:** Dillon North Subdivision, subdivision of 33.85 acres into commercial lots, and parcels for drainage, utilities, and future development.

**The Planning and Zoning Commission meeting will be held on March 12, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO.** You are welcome to attend this public hearing in person and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

February 25, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from AKN Enterprises LLC and Dillon Drive Assoc. for the approval of the following applications generally located north of the Hwy 47/Cesar Chavez Blvd. and Dillon Drive intersection.

**Z-23-11:** Rezone**,** of 21.848 acres from I-2, Industrial to B-3, Highway and Arterial Business District, to facilitate the Dillon North, Subdivision and future commercial development.
**S-23-08:** Dillon North Subdivision, subdivision of 33.85 acres into commercial lots, and parcels for drainage, utilities, and future development.

**The Planning and Zoning Commission meeting will be held on March 12, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO.** You are welcome to attend this public hearing in person and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

February 25, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from AKN Enterprises LLC and Dillon Drive Assoc. for the approval of the following applications generally located north of the Hwy 47/Cesar Chavez Blvd. and Dillon Drive intersection.

**Z-23-11:** Rezone**,** of 21.848 acres from I-2, Industrial to B-3, Highway and Arterial Business District, to facilitate the Dillon North, Subdivision and future commercial development.
**S-23-08:** Dillon North Subdivision, subdivision of 33.85 acres into commercial lots, and parcels for drainage, utilities, and future development.

**The Planning and Zoning Commission meeting will be held on March 12, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO.** You are welcome to attend this public hearing in person and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

CASE NUMBER: Z-23-11

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 Dillon North/Hwy 47 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.

February 25, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

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 Dillon North/Hwy 47. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 25, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

| Owner | Owner Street | Owner City | Owner State | Owner Zip |
|---|---|---|---|---|
| UNION PACIFIC TRANS CO + C/O PROPERTY TAX DEPT , | 1400 DOUGLAS ST STOP 1640 | OMAHA | NE | 68179-1001 |
| STEVES SHEET METAL AND ELECTRICAL L | 2207 PERRY AVE | PUEBLO | CO | 81003-3820 |
| GRICE LEONARD FLOYD | 307 E 39TH ST | PUEBLO | CO | 81008-2101 |
| GONZALES NICK RICHARD | 308 E 39TH ST | PUEBLO | CO | 81008-2102 |
| ANDERSON DANIELLE | 311 E 39TH ST | PUEBLO | CO | 81008-2101 |
| QUIMBY DONNA/QUIMBY CLYDE | 325 S CONQUISTADOR AVE | PUEBLO WEST | CO | 81007-3617 |
| SPICOLA RONALD L/SPICOLA KATHLEEN | 3813 PUEBLO MALL BLVD | PUEBLO | CO | 81008-2106 |
| LADUKE GORDON ORVIL JR/NANCY KAY/S | 3925 PUEBLO MALL BLVD | PUEBLO | CO | 81008-2108 |
| DEPARTMENT OF TRANSPORTATION STATE | 5615 WILLS BLVD. | PUEBLO | CO | 81008-2108 |
| AKN ENTERPRISE LLC | 4308 ST ANDREWS DR | PUEBLO | CO | 81001-1165 |
| DILLON DRIVE ASSOCIATES LLC | PO BOX 65207 | LUBBOCK | TX | 79464-5207 |
| COLE WM PUEBLO CO LLC | PO BOX 8050 MAIL STOP #0555 | BENTONVILLE | AR | 72712-8055 |