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

MONDAY, SEPTEMBER 22, 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 Steve Cornella, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Recognition Presentation: "Domestic Violence Awareness Month" — Dr. Nicole Ferguson, CEO/President of Mariposa Center for Safety

E2 Recognition Presentation: "Colorado Youth Awareness Week" — Jesse Sena, Mental Health Provider and Businessman / Michael Botello, House Bill 1451 Coordinator / Diego Rivera, Mentor & PMC Coordinator at Pueblo United Way

E3 Recognition Presentation: "Kevin the Fire Pup Day" — Barb Huber, Fire Chief & Sean Kinnier, Fire Captain & Kevin, Fire Pup

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 September 08, 2025, as distributed.

J1 City Council Minutes 090825

K. CONSENT AGENDA

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

explanatory.

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A Resolution ratifying the award of an emergency construction contract in the amount of $237,721.20 to Russ Grading and Excavating LLC, A Colorado Limited Liability Company, for Project No. 25-012 (SWAN03) with respect to emergency storm sewer point repair on West 24th Street and Elizabeth Street, approving a change order in the amount of $20,685.55 for additional work and materials, and authorizing and approving the Purchasing Agent's execution of the same

M2 A Resolution ratifying an emergency construction contract in the amount of $258,685.75 to Russ Grading & Excavating, a limited liability company, for Project No. 25-080, Asphalt & Concrete Improvements - Lehigh, and approving the Purchasing Agent's execution of same

M3 A Resolution approving and authorizing the Purchasing Agent to execute Amendment No. 1 to the agreement for professional engineering services between The City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., in the amount of $218,098 for Project No. 23-130, Wastewater Department Engineer of Record – Digester Covers and Mixing System Replacement, Polymer System Replacement and Phase 4 Electrical Improvements Project

M4 A Resolution awarding a construction contract in the amount of $154,958.88 to Lg Contractors, a Limited Liability Company, for Project No. 25-074, Concrete Improvements - Pueblo Transit Center, setting forth $23,250 for contingencies, and authorizing the Purchasing Agent to execute same

M5 A Resolution establishing Account Project HUAN06 - Street Safety Materials and transferring, budgeting and appropriating funds in the amount of $100,000 from HUAN01, Street Resurfacing to said Account Project HUAN06

M6 A Resolution awarding a Professional Services Agreement in the amount of $58,000 to Compass Architecture, LLC, a Colorado Limited Liability Company, for Project No. 25-041 Design for Memorial Hall Entryway Enhancement and authorizing the Purchasing Agent to execute same

M7 A Resolution transferring funds in the amount of $34,356.10 from Project Account HUAN01 to Project Account HU2510, and awarding and authorizing the Purchasing Agent to execute a construction contract in the amount of $29,356.10 to Lg Contractors, a Limited Liability Company, for Project No. 25-084, Concrete Improvements - 3500 Block Dillon Drive, and setting forth $5,000 for contingencies

M8 A Resolution awarding a construction contract in the amount of $33,880 to Cedar Ridge Landscape, Inc., for Project No. 25-077, Drone Pad and Fencing - Fire Station No's. 4 and 8, setting forth $5,082 for contingencies, and authorizing the Purchasing Agent to execute same

M9 A Resolution ratifying the award of an emergency construction contract in the amount of $21,400 to Russ Grading and Excavating LLC, A Colorado Limited Liability Company, for Project No. 25-012 (SWAN03) with respect to emergency storm sewer point repair on Kingsroyal Blvd., approving a change order in the amount of $6,410.21 for additional work and materials, and authorizing and approving the Purchasing Agent's execution of the same

M10 A Resolution transferring funds in the amount of $20,998.85 from HUAN01 to Project

Account HU2509 and awarding and authorizing the Purchasing Agent to execute a construction contract in the amount of $17,998.85 to Lg Contractors, a Limited Liability Company, for Project No. 25-083, Concrete Improvements - East 5th Street 1500 Block, and setting forth $3,000 for contingencies

M11 A Resolution authorizing the issuance of a Revocable Permit (REV-25-28) to the Pueblo Performing Arts Guild for the use of the public right-of-way along City Center Drive between South Elizabeth Street east to west for the purpose of facilitating a fundraising event, September 27, 2025, from 9:00 a.m. to 11:59 p.m.

M12 A Resolution confirming the appointment by the Mayor of Joshua Allison, Norm Gonzales, Janet Schraner, and Mary Vieth to serve a three-year term expiring September 30, 2028, on the Pueblo Memorial Airport Advisory Committee

M13 A Resolution approving a release of drainage easements with respect to RPB 24-03

M14 A Resolution adopting a fee schedule for applications for matters brought before the Land Use Administrative Official, Historic Preservation Commission, Planning and Zoning Commission, Subdivision Review Committee, Technical Advisory Committee, and Zoning Board of Appeals and repealing Resolution No. 15454

M15 A Resolution adopting and approving the Pavement Design Criteria for the City of Pueblo dated September 22, 2025

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance establishing Account Project HU2512 - Dillon Roundabout Construction, and transferring, budgeting and appropriating $2,000,000 from Project Account HU9999, FASTER Projects to be Determined, to said Project Account HU2512

N2 An Ordinance approving and authorizing the Mayor to execute a 4th amendment and restatement to an intergovernmental agreement between the City of Pueblo ("City"), a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Colorado Department of Transportation ("CDOT"), Project: TAP M086-082 (22971) relating to the Northern Ave Trail Phase III Project, budgeting and appropriating additional funds in the amount of $513,841 for said project, and awarding and authorizing the Purchasing Agent to execute a construction contract in the amount of $1,436,813.01 to Morton Electric, Inc. for Project No. 25-001r, Concrete and Signal Improvements - Northern Avenue Trail Phase 3 Rebid and setting forth $185,047.99 for contingencies

N3 An Ordinance transferring, budgeting and appropriating funds in the amount of $400,000 from CI2415, Street Rehabilitation to PL2202, Lake & Orman Roundabout Project

N4 An Ordinance approving the Townhomes at River's Run, a Special Area Plan

N5 An Ordinance approving a Special Area Plan for the Townhomes at River's Run Subdivision

N6 An Ordinance amending section one of chapter two of Title XVII of the Pueblo Municipal Code relating to definitions and section twenty-nine of chapter four of Title XVII of the Pueblo Municipal Code relating to Special Area Plans

N7 An Ordinance approving and accepting a grant agreement and applicable conditions pertaining thereto with the State of Colorado Department of Public Safety, Division of Criminal Justice, establishing project number PS2511, budgeting and appropriating funds into project PS2511, authorizing the Mayor to execute same, and ratifying their signature thereto

N8 An Ordinance approving a Professional Engineering Services Agreement between the City

of Pueblo, a Colorado Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., for the construction administration for the Construct Hangar and Rehabilitate Taxilane (Construction) project, and authorizing the Mayor to execute same

N9 An Ordinance approving a license agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado State Fair Authority, a subdivision of the State of Colorado, and authorizing the Mayor to execute same

O. APPROVAL OF CONSENT AGENDA

I move to approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for October 14, 2025, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution establishing a new Account Project HU2511 Concrete Improvements - Jones Ave; transferring funds in the amount of $1,100,000 from Account Project HUAN01 Street Resurfacing to Account Project HU2511

Q2 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to United Way of Pueblo County, Colorado, INC. in the amount of $750 to sponsor the 103rd United Way Pueblo County Campaign Kickoff at 11:30 AM at the Pueblo Convention Center on Wednesday, September 17, 2025

Q3 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Pueblo Latino Veterans Association in the amount of $1,500 to sponsor the 10th Annual Pueblo Latino Veterans Legacies of Courage Awards Ceremony at 5:00 PM at the Pueblo Convention Center on Saturday, October 4th, 2025

R. QUASI-JUDICIAL PROCEEDINGS

R1 An Ordinance approving the Pueblo Crossings Filing No.4 Subdivison - *Introduced September 08, 2025 by Councilor Brett Boston*

R2 An Ordinance amending zoning restrictions to rezone 6201 and 6205 Sawyer Ridge Drive, Lots 1-2, Block 4, Sawyer Ridge Subdivision, from R-2, Single Family Residential Zone District to R-2U, Single Family Zone District - *Introduced September 08, 2025 by Councilor Brett Boston*

S. ORDINANCES – FINAL PRESENTATION

S1 An Ordinance approving an intergovernmental agreement between the City of Pueblo, a Colorado Municipal Corporation, and Huerfano County relating to mutual aid in the provisions of fire protection and other emergency services, and authorizing the Mayor to execute the same - *Introduced September 08, 2025 by Councilor Brett Boston*

S2 An Ordinance approving, and accepting, a Multimodal Transportation and Mitigation Option Funds grant award, and applicable conditions pertaining thereto, between the City of Pueblo, a Colorado Municipal Corporation, the Pueblo Area Council of Governments, and Colorado Department of Transportation establishing project no. BC2501, budgeting and appropriating $90,000.00, and authorizing the Mayor to execute same - *Introduced September 08, 2025 by Councilor Brett Boston*

S3 An Ordinance amending section twenty-three of chapter four of Title XVII of the Pueblo Municipal Code relating to accessory buildings and structures - *Introduced September 08, 2025 by Councilor Brett Boston*

S4 An Ordinance amending the Fiscal Year 2025 Staffing Ordinance by temporarily adding one (1) Purchasing Director position within the Purchasing Department for training purposes - *Introduced September 08, 2025 by Councilor Brett Boston*

S5 An Ordinance approving and enacting the Collective Bargaining Agreement between the City of Pueblo and the Pueblo Association of Government Employees commencing January 1, 2026 and authorizing the Mayor to execute same - *Introduced September 08, 2025 by Councilor Brett Boston*

S6 An Ordinance amending Chapter 4 of Title XIV of the Pueblo Municipal Code relating to and establishing criteria, standards, rules and regulations for the appropriation and expenditure of funds in the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund, as may be lawfully extended - *Introduced September 08, 2025 by Councilor Brett Boston*

S7 An Ordinance approving Supplemental Agreement No. 1 to FAA Contract no. DTFAWN-13-L- 00023 between the City of Pueblo, a Colorado Municipal Corporation, and United States of America (Government), and authorizing the Mayor to execute same - *Introduced September 08, 2025 by Councilor Brett Boston*

S8 An Ordinance approving and authorizing the Mayor to sign a Subdivision Participation and Release form with respect to the National Opioids Settlement reached with Alvogen, Amneal, Apoxtex, Hikma, Indivior, Mylan, Sun, and Zydus opioid manufacturers, collectively the "Secondary Manufacturers Settlements." - *Introduced September 08, 2025 by Councilor Brett Boston*

T. ADJOURN

Proclamation

"Domestic Violence Awareness Month"

October 2025

WHEREAS: Mariposa Center for Safety as well as community partners recognize October as Domestic Violence Awareness Month (DVAM) and will use this time to "Illuminate the Path to Safety"; and

WHEREAS: During DVAM, victim advocates, allied professionals, survivors of abuse, their loved ones, and the surrounding community come together to celebrate the survivors and the progress that has been made to end this epidemic, to mourn the lives lost to domestic violence, and to connect with others working to create change and "Illuminate the Path to Safety" for the Pueblo community; and

WHEREAS: The community and city and county officials are encouraged to wear purple and/or a purple ribbon and/or use purple lighting to show solidarity with survivors of domestic violence; and

WHEREAS: Mariposa Center for Safety works to empower survivors of domestic violence, family abuse, sexual assault, and human trafficking through increasing self-sufficiency and self-worth, education, prevention, victim advocacy, and by offering emergency services, provisions, and shelter.

NOW, THEREFORE, WE, the Board of County Commissioners of the County of Pueblo, Colorado, and the City Council of the City of Pueblo, Colorado by the authority vested in us, do hereby proclaim October 2025, as **"Domestic Violence Awareness Month"** in the City and County of Pueblo, and join Mariposa Center for Safety and community partners in their efforts to Illuminate the Path to Safety.

IN WITNESS WHEREOF, WE have hereunto set our hands and caused the Seals of the City and County of Pueblo, Colorado, to be affixed this 22nd day of September 2025.

Mark Aliff
President, City Council

Zach Swearingen
Chairman, Board of County Commissioners

Proclamation

"Colorado Youth Awareness Week"

September 21-27, 2025

WHEREAS: Colorado Youth Leadership Network, as well as Pueblo community partners and local businesses, recognize September 21-27 as the 10th annual Colorado Youth Awareness Week; and

WHEREAS: Colorado Youth Awareness Week will feature activities each day to celebrate and honor youth by offering Youth Engagement Opportunities and professional development experiences for youth-serving professionals and highlight youth and family servicing agencies and organizations; and

WHEREAS: Youth are our future leaders and regardless of whether they are within an institutional setting, cross-system, or non-system. Their intelligence, passion, and resiliency are critical to the state's future success; and

WHEREAS: Colorado Youth Awareness Week originated as Pueblo Youth Awareness Week, created to celebrate Pueblo's and now Colorado's youth voice and to highlight youth and family servicing agencies; and

WHEREAS: We need youth voices in communities in Colorado and across the country to lead us into a better future and through civic engagement community youth-serving agencies and local partners help prepare young adults for effective leadership.

NOW, THEREFORE, WE, the Board of County Commissioners of the County of Pueblo, Colorado, and the City Council of the City of Pueblo, Colorado by the authority vested in us, do hereby proclaim September 21-27, 2025, as **"Colorado Youth Awareness Week"** in the City and County of Pueblo and call upon the people of Pueblo to observe this day by celebrating young people in the community and supporting youth empowerment and civic engagement in Pueblo.

IN WITNESS WHEREOF, WE have hereunto set our hands and caused the Seals of the City and County of Pueblo, Colorado, to be affixed this 22nd day of September 2025.

Mark Aliff
President, City Council

Zach Swearingen
Chairman, Board of County Commissioners

Proclamation

"Kevin the Fire Pup Day"

October 1, 2025

WHEREAS: Man's best friend has played an integral role throughout the history of firefighting. The first fire pups in the 1700 and 1800's were Dalmatians who began their careers as carriage dogs. Their bark served as the siren; they ran ahead to create a clear path, and also provided companionship to the horses. They also guarded empty firehouses, acting as sentries and providing protection from bandits while Firefighters were away on calls; and

WHEREAS: As time passed and firefighting techniques and technology modernized, the breeds and roles of fire pups have expanded. Today, some aid in search and rescue, some are experts in arson detection, and many play an integral part in fire prevention education efforts, but they also provide emotional support to firefighters, and members of their community; and

WHEREAS: Basset Hound Kevin, the Fire Pup is an invaluable member of the Mesa Junction community where he is a daily playmate for neighborhood children, a never-ending source of cheer to everyone he passes on his walks, and when needed provides comfort to children who are lost or in distress; and

WHEREAS: He is also an integral team member and beloved companion to the fire crew of Station 3. He selflessly serves 24/7 supervising their morning yoga sessions, sitting on empty laps, climbing in not so empty beds, teaching lessons in responsibility by stealing unsupervised sandwiches, and welcoming his crew home after tough calls. Kevin provides loyalty and companionship to our firefighters, who bravely face dangerous situations every day, offering unwavering support and his comforting presence in the firehouse.

NOW, THEREFORE, WE, the City Council of the City of Pueblo, Colorado by the authority vested in us, do hereby proclaim October 1st, 2025, as **"Kevin the Fire Pup Day"** in the City of Pueblo and express our sincere gratitude for his devotion to his community, and honor the invaluable contribution he makes every day to the mental health of his colleagues and friends at Fire Station 3.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Pueblo, Colorado, to be affixed this 22nd day of September 2025.

Mark Aliff
President of the City Council

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, SEPTEMBER 8, 2025 - 7:00 PM

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 7:35 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "CREEK WEEK 2025" - SUSAN FINZEL: PUEBLO OUTREACH COORDINATOR - FOUNTAIN CREEK WATERSHED DISTRICT & MEGHAN WILBAR: ADMINISTRATIVE ASSISTANT - FOUNTAIN CREEK WATERSHED DISTRICT

F. PUBLIC FORUM

- David Hayden - Laud - Spaccamonti
- Ed Perry - Broadway Theater League
- Ron Pety - Property Taxes - Services
- John Farley - Rocky Mountain Steel
- Ken Danti - Energy
- Kelly Arguello - Children/Rehabs

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 Maestri, moved to approve the agenda as distributed.

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES FOR AUGUST 25, 2525

Councilor Boston, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **August 25, 2025** as distributed.

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

K. CONSENT AGENDA

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 7/9/2025

M. RESOLUTIONS

M1 A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $151,127.65 FROM HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2507; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $131,127.65 TO DOUG VAUGHN, LLC., FOR PROJECT NO. 25-075, CONCRETE IMPROVEMENTS - ST. CLAIR AVENUE PHASE 1 (PUEBLO BLVD TO ALPINE AVE), SETTING FORTH $20,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **16106**.

M2 A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $42,002.90 FROM HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2508; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $36,002.90 TO BALANCE CONCRETE, LLC., FOR PROJECT NO. 25-078, CONCRETE IMPROVEMENTS - WEST 3RD STREET AND COURT STREET, SETTING FORTH $6,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **16107**.

M3 A RESOLUTION AUTHORIZING THE ISSUANCE OF REVOCABLE PERMIT (REV-25-22) TO THE PUEBLO'S LEGACY AND COMMUNITY EXPERIENCE

(P.L.A.C.E) FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG 7TH STREET BETWEEN MONUMENT AVENUE AND LACROSSE AVENUE FOR THE PURPOSE OF HOSTING THE COMMUNITY BLOCK PARTY EVENT

This Resolution was assigned as **16108**.

M4 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-23) TO AMERICAN LEGION POST #2 FOR THE CLOSURE OF THE 700 BLOCK OF WEST 9TH STREET BETWEEN WEST STREET AND CRAIG STREET TO HOST THEIR CAR/BIKE SHOW ON SEPTEMBER 13, 2025, FROM 11:00 A.M. TO 8:00 P.M.

This Resolution was assigned as **16109**.

M5 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-25) TO COLORADO STATE UNIVERSITY - PUEBLO FOR THE USE OF TROY AVENUE BETWEEN ALAMOSA DRIVE AND RAWLINGS BOULEVARD; RAWLINGS BOULEVARD FROM TROY AVENUE TO BARTLEY BOULEVARD; DESERT FLOWER BOULEVARD FROM BARTLEY BOULEVARD TO WALKING STICK BOULEVARD; WALKING STICK BOULEVARD FROM BARTLEY BOULEVARD TO FOWLER DRIVE FOR THE PURPOSE OF HOSTING A 5K WALK, RUN OR ROLL EVENT

This Resolution was assigned as **16110**.

M6 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF NICOLE CERA CANO AND JIMMY DUFFNER TO SERVE A FOUR-YEAR TERM EXPIRING SEPTEMBER 30, 2029, ON THE PUEBLO HOMELESS COMMISSION IN THE MEMBERS OF THE PUBLIC POSITION

This Resolution was assigned as **16111**.

M7 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF SAL KATZ, JR. AND ANGELA GLASOE TO SERVE A TWO-YEAR TERM EXPIRING SEPTEMBER 30, 2027, ON THE PUEBLO HOMELESS COMMISSION IN THE COMMUNITY BUSINESS LEADERS POSITION

This Resolution was assigned as **16112**.

M8 A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF RONNIE WILEY, KEWANNA BINDER, JIMMY DUFFNER, JOHN COLON, AND DENNIS CHAPPELL TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

This Resolution was assigned as **16113**.

M9 A RESOLUTION APPOINTING THE CITY CLERK AS THE DESIGNATED ELECTION OFFICIAL FOR THE REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, AND RATIFYING THE CITY CLERK'S CERTIFICATION OF THE CONTENT OF THE BALLOT FOR SAID ELECTION

This Resolution was assigned as **16114**.

M10 A RESOLUTION APPROVING A SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DYLAN CARTER, RELATED TO SETTLEMENT OF UNITED STATES DISTRICT COURT OF COLORADO ACTION NO. 25-CV-

01343-SKC-CYC

This Resolution was assigned as **16115**.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HUERFANO COUNTY RELATING TO MUTUAL AID IN THE PROVISIONS OF FIRE PROTECTION AND OTHER EMERGENCY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N2 AN ORDINANCE APPROVING, AND ACCEPTING, A MULTIMODAL TRANSPORTATION AND MITIGATION OPTION FUNDS GRANT AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, THE PUEBLO AREA COUNCIL OF GOVERNMENTS, AND COLORADO DEPARTMENT OF TRANSPORTATION ESTABLISHING PROJECT NO. BC2501, BUDGETING AND APPROPRIATING $90,000.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N3 AN ORDINANCE APPROVING THE PUEBLO CROSSINGS FILING NO.4 SUBDIVISON

N4 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 6201 AND 6205 SAWYER RIDGE DRIVE, LOTS 1-2, BLOCK 4, SAWYER RIDGE SUBDIVISION, FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT TO R-2U, SINGLE FAMILY ZONE DISTRICT

N5 AN ORDINANCE AMENDING SECTION TWENTY-THREE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO ACCESSORY BUILDINGS AND STRUCTURES

N6 AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY TEMPORARILY ADDING ONE (1) PURCHASING DIRECTOR POSITION WITHIN THE PURCHASING DEPARTMENT FOR TRAINING PURPOSES

N7 AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES COMMENCING JANUARY 1, 2026 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N8 AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO

MUNICIPAL CODE RELATING TO AND ESTABLISHING CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND, AS MAY BE LAWFULLY EXTENDED

N9 AN ORDINANCE APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO FAA CONTRACT NO. DTFAWN-13-L- 00023 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND UNITED STATES OF AMERICA (GOVERNMENT), AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N10 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBDIVISION PARTICIPATION AND RELEASE FORM WITH RESPECT TO THE NATIONAL OPIOIDS SETTLEMENT REACHED WITH ALVOGEN, AMNEAL, APOXTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS OPIOID MANUFACTURERS, COLLECTIVELY THE "SECONDARY MANUFACTURERS SETTLEMENTS."

O. APPROVAL OF CONSENT AGENDA

Councilor Boston, seconded by Councilor Gomez, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for September 22, 2025, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $617,492 TO MONUMENT ROOFING OF COLORADO A TECTA AMERICA COMPANY, LLC, FOR PROJECT NO. 25-049, REPLACEMENT OF VARIOUS ROOFS AT WASTEWATER RECLAMATION FACILITY, SETTING FORTH $61,750 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

A staff report and detailed review of the Resolution was given by Charles Roy, Acting Director of Public Works.

- Dave DeCenzo appeared in person to speak on this ordinance
- Randy Thurston appeared in person to speak on this ordinance

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

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

Motion to table was withdrawn by Councilor Gomez; Councilor Latino agreed.

Councilor Gomez, seconded by Councilor Latino, moved to postpone the Resolution to the Regular City Council Meeting on October 14, 2025.

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

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO SERVICIOS DE LA RAZA AT 805 W. 4TH STREET IN THE AMOUNT OF $1,000 TO SPONSOR THEIR PROGRAM JOVEN NOBLE

A staff report and detailed review of the Resolution was given by Katie Hester, City Council Admin.

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

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

This Resolution was assigned as **16116**.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO COUNTY HISTORICAL SOCIETY IN THE AMOUNT OF $1,000 TO SPONSOR LIVING HISTORY: CLAY JENKINSON AS ROOSEVELT & OPPENHEIMER AT 7:00 PM AT THE SANGRE DE CRISTO ARTS & CONFERENCE CENTER ON THURSDAY, OCTOBER 23, AND FRIDAY, OCTOBER 24, 2025

A staff report and detailed review of the Resolution was given by Katie Hester, City Council Admin.

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

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

This Resolution was assigned as **16117**.

Q4 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO GARCIA FOUNDATION, DBA GARCIA FUTURES PROJECT, IN THE AMOUNT OF $750 TO SPONSOR THE PLACE AT 3:30 PM ON THE 1300 BLOCK OF EAST 7TH STREET ON TUESDAY, SEPTEMBER 16, 2025

A staff report and detailed review of the Resolution was given by Katie Hester, City Council Admin.

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

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

This Resolution was assigned as **16118**.

Q5 A RESOLUTION IN SUPPORT OF ISSUING A REQUEST FOR QUALIFICATIONS TO SOLICIT RESPONSES FROM GROUPS OR INDIVIDUALS INTERESTED IN PROVIDING MARKETING ACTIVITIES FOR THE PROMOTION OF THE CITY IN RELATION TO TOURISM, INVESTMENT, RELOCATION AND IMPROVED SOCIAL CONVERSATION

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

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

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

This Resolution was assigned as **16119**.

Q6 A RESOLUTION IN SUPPORT OF ISSUING A REQUEST FOR QUALIFICATIONS TO SOLICIT RESPONSES FROM GROUPS OR INDIVIDUALS INTERESTED IN PROVIDING ECONOMIC DEVELOPMENT ACTIVITIES FOR THE BENEFIT OF THE CITY AND ITS CITIZENS

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

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

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

This Resolution was assigned as **16120**.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE AUTHORIZING THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION TO CARRY OVER $7,334,977.00 IN PRIVATE ACTIVITY BOND ALLOCATION, EXPRESSING INTENT OF THE CITY OF PUEBLO TO ISSUE ITS PRIVATE ACTIVITY BONDS AND AUTHORIZING THE MAYOR TO EXECUTE PRELIMINARY ACTIONS IN CONNECTION THEREWITH

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11031.**

R2 AN ORDINANCE (1) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF

PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND TRUSSWORKS OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT AND (2) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE AND CORRESPONDING SPECIAL WARRANTY DEED BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND TRUSSWORKS OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RELATING TO A PARCEL OF IMPROVED LAND LOCATED IN THE AIRPORT INDUSTRIAL PARK AND (3) APPROVING TRANSFERRING ONE MILLION FOUR HUNDRED SIXTY-TWO THOUSAND DOLLARS ($1,462,000) FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR THE PURPOSE OF THE CITY OF PUEBLO'S COMPLIANCE WITH SAID EMPLOYMENT AGREEMENT

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

PUBLIC HEARING:

- Jeff Shaw appeared in person to speak in favor of this ordinance

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

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

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

This Ordinance was assigned as **11032.**

R3 AN ORDINANCE TRANSFERRING, BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF $695,000 INTO CAPITAL PROJECT NO. CI2513 - ICE ARENA ROOF REPAIR CIRSA, TRANSFERRING FUNDS IN THE AMOUNT OF $39,884 FROM THE WAGES/PUBLIC WORKS SALARY SAVINGS ACCOUNT 10140103-51040, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $734,884.00 TO B & M ROOFING OF COLORADO, INC., FOR ACCOUNT PROJECT NO. 25-019 PUEBLO ICE ARENA ROOF RETROFIT PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Charles Roy, Acting Director of Public Works.

PUBLIC HEARING:

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

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

Councilor Flores, seconded by Councilor Gomez, moved to postpone the Ordinance to the October 14, 2025 Regular City Council Meeting.

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

R4 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD LETTER AND ALL APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA), IN THE AMOUNT OF $165,759.00 FOR THE PUEBLO POLICE DEPARTMENT TOWING AND IMPOUND RELIEF PROGRAM, ESTABLISHING PROJECT NUMBER PS2510 AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT NUMBER PS2510, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

Councilor Boston, seconded by Councilor 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:** Councilor Latino. Motion Passed 6-1.

This Ordinance was assigned as **11033.**

R5 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE COLORADO WATER CONSERVATION BOARD, STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2517, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $112,500 TO PROJECT NO. CI2517 FOR THE LAKE MINNEQUA RESTORATION FEASIBILITY STUDY, TRANSFERRING $5,848.57 FROM CAPITAL PROJECT NO. LT0233 - HONOR FARM PROJECT, $4,013.31 FROM LT1803 - CITY PARK G. WILLIAMS PAVILION REPAIRS, $671.51 FROM LT1902 - ICE ARENA ZAMBONI ROOM ADDITION, AND $1,966.61 FROM LT2201 - BUILDING RENOVATION CITY PARK ADMINISTRATION, TOTALING $12,500 IN FUNDS TO CAPITAL PROJECT NO. LT2502 - LAKE MINNEQUA DREDGE STUDY TO BE USED AS REQUIRED GRANT MATCH

A staff report and detailed review of the Ordinance was given by Mike Sexton, Assistant Parks & Recreation Director.

PUBLIC HEARING:

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

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

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

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

This Ordinance was assigned as **11034.**

R6 AN ORDINANCE APPROVING AND ACCEPTING A SUB-RECIPIENT GRANT AWARD AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO SPRINGS POLICE DEPARTMENT, IN THE AMOUNT OF $24,300.00 FOR THE HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA) PROGRAM, FOR THE PERIOD JANUARY 1, 2025 THROUGH DECEMBER 31, 2025, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11035.**

R7 AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY TEMPORARILY ADDING ONE (1) WASTEWATER TREATMENT PLANT (WWTP) LAB SUPERVISOR POSITION WITHIN THE WASTEWATER DEPARTMENT FOR TRAINING PURPOSES

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

PUBLIC HEARING:

Seeing no one 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 Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11036.**

R8 AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN PUEBLO COMMUNITY COLLEGE("PCC") AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION ("AHJ") OVER PUEBLO COMMUNITY COLLEGE FACILITIES OPERATIONS IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS, AND FIRE SAFETY PERMITS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11037.**

S. EMERGENCY ORDINANCES

S1 AN EMERGENCY ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-052-2025 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $2,492,390 FOR COSTS RELATED TO THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (PHASE II CONSTRUCTION) PROJECT AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT NO. AP1804 – SOUTH T-HANGAR #1, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11038.**

T. ADJOURN

President Aliff adjourned the meeting at 10:09 p.m.

Respectfully submitted,

Marisa Stoller
City Clerk

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Kurt Patrick, Director of StormWater

SUBJECT: A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $237,721.20 TO RUSS GRADING AND EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) WITH RESPECT TO EMERGENCY STORM SEWER POINT REPAIR ON WEST 24TH STREET AND ELIZABETH STREET, APPROVING A CHANGE ORDER IN THE AMOUNT OF $20,685.55 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract in the amount of $237,721.20 to Russ Grading & Excavating LLC, under Contract No. 25-012 for an emergency storm sewer point repair on West 24th Street and Elizabeth Street and approves a change order in the amount of $20,685.55.

PREVIOUS COUNCIL ACTION:

On 3/24/2025, City Council passed Resolution #15934, which approved the award of the 2025 -2027 Emergency Storm Sewer Point Repair Contract to multiple contractors which were qualified via competitive bid.

BACKGROUND:

Stormwater Utility was notified that flooding was occurring at the intersection of 24th Street and Elizabeth St. A visual inspection of the inlets and a CCTV inspection were conducted inside the stormwater pipes at the intersection. The visual inspection of the inlets on the northwest and southwest side revealed structural damage due to aging infrastructure. The CCTV inspection of the pipes showed pipe fractures, root intrusion, pipes disconnected at the joints, and holes in the pipes. During CCTV inspection, it was revealed that a stormwater pipe had been bored through west of the intersection of West 24th Street and Elizabeth Street. An emergency point repair was performed to repair the

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stormwater infrastructure.

The contract with the unit prices for the estimated work performed by Russ Grading & Excavating LLC can be found attached. This work was performed under the 2025-2027 Emergency Storm Sewer Point Repair Resolution #15934 through which contractors were qualified via competitive bid.

FINANCIAL IMPLICATIONS:

Funding in the amount of $258,406.75 will be paid from the Stormwater Utility budget. Project Account SWAN03, for Point Repairs and Pipe Cleaning.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-012 W 24th St and Elizabeth EPR Contract
2. 25-012 W 24th St and Elizabeth Change Order
3. 25-012 W 24th St & Elizabeth EPR Exhibit
4. 25-012 W 24th St and Elizabeth EPR Invoice
5. 25-012 W 24th St and Elizabeth EPR Material Ticket

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RESOLUTION NO. 16132

A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $237,721.20 TO RUSS GRADING AND EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) WITH RESPECT TO EMERGENCY STORM SEWER POINT REPAIR ON WEST 24TH STREET AND ELIZABETH STREET, APPROVING A CHANGE ORDER IN THE AMOUNT OF $20,685.55 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

WHEREAS, the point repair work was awarded to Russ Grading & Excavating LLC, under the 2025-2027 Emergency Storm Sewer Point Repair contract: NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby ratifies and approves the contract for emergency repair of the storm sewer on West 24th Street and Elizabeth Street with Russ Grading & Excavating LLC, Project No. 25-012 (SWAN03) – awarded to said bidder in the amount of $258,406.75, which amount includes all contract change orders.

SECTION 2.

Funds for Project No. 25-012 (SWAN03) – Emergency Storm Sewer Point Repair on West 24th Street and Elizabeth Street shall be paid from the Stormwater Utility Fund – Project Account SWAN03, Point Repairs & Pipe Cleaning.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payments authorized under the contract and the contract change order in the amount of $258,406.75, are hereby ratified.

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SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 22, 2025

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

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REQUEST FOR QUOTATIONS

Bid No: **25-012**
Bid Name: **2025-2027 Emergency Storm Sewer Point Repair – W 24th Street and Elizabeth Street**

The undersigned, having become familiar with the local conditions affecting the cost of the work, and with the contract documents, including advertisement for bids, the form of proposal, the form of contract, form of bond, special provisions of the contract, general provisions of the contract, etc., plans, drawings and specifications, issued and attached to the contract documents on file in the office of the Purchasing Agent, hereby proposes to furnish all of the labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction of **2025-2027 Emergency Storm Sewer Point Repair – W 24th Street and Elizabeth Street** in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

2025-2027 Emergency Storm Sewer Point Repair					Russ Grading & Excavating LLC	
Line Item	Description		Unit of Measure	Quantity	Unit Cost	Total Cost
1	Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	95	$232.00	$22,040.00
2	Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	445	$185.00	$82,325.00
3	Remove and Replace Curb and Gutter	21-100	LF	30	$75.00	$2,250.00
4	Install Extra Lean Concrete (Flowable Fill)	>100	CY	142	$225.00	$31,950.00
5	Dissimilar Pipe Connection for Pipe 12" to 18"	1	EA	3	$1,400.00	$4,200.00
6	Remove and Replace 5 ft Dia. Standard Manhole	1	EA	2	$7,000.00	$14,000.00
7	Remove and Replace Single Denver 16 Combination Inlet	1	EA	3	$8,500.00	$25,500.00
8	Mobilization	1	LS	1	$4,000.00	$4,000.00
9	Remove and Replace 6" Asphalt Patch	1	SF	2971	$15.00	$44,565.00
10	Rock Sock	1	LF	4	$20.00	$80.00
11	Inlet Protection	1	EA	4	$350.00	$1,400.00
12	Stockpile Management	1	EA	1	$500.00	$500.00
13	Concrete Washout Area	1	EA	1	$250.00	$250.00
	Total					**$233,060.00**
					Russ Grading & Excavating LLC	
186	Percentage Rate - Performance and Payment Bonds		Percentage			2.%
	Total					**$4,661.20**
	Grand Total with Bond Percentage Amount					**$237,721.20**

The Grand Total Bid shall be the basis for establishing the amount of the payment and performance bonds for projects with a Grand Total Bid equal to or greater than $50,000.00. The total bid is based on quantities and dimensions shown on the proposal form and is subject to additions or reductions according to the actual construction quantities as determined by the Engineer upon completion of the construction.

The City reserves the right to adjust the required quantities, and the Contractor shall furnish said quantities at the unit price quoted above. The time allowed for construction shall be adjusted in direct proportion of the adjusted quantities to the estimated quantities.

The undersigned has carefully checked the above quantities against the plans and specifications before preparing this proposal and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be done in accordance with the plans and specifications.

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The Contractor shall be subject to all applicable City, County, State and Federal Taxes in the performance of this contract.

Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS for every calendar day after the allotted time given until the work is completed and accepted by the City of Pueblo.

NOTE: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being not responsive to the advertisement for bids.

Business Name: Russ Grading & Excavating, LLC

Business Address: 1010 S. Reading Ave.

Pueblo, CO 81001

Signature: DocuSigned by: Bailey Russ 2CFAACE282B2470... Date: 7/22/2025 | 1:52 PM PDT

Printed Name and Title: Bailey Russ, Managing Member

Docusign Envelope ID: A25860A5-49E2-42D4-A8B2-4DED210278FB

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 15th day of July, 2025, by and between the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Russ Grading & Excavating, LLC, a Colorado Limited Liability Company, hereinafter referred to in the Contract Documents as "Contractor".

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

Bid No: **25-012**
Bid Name: **2025-2027 Emergency Storm Sewer Point Repair – W 24th Street and Elizabeth Street**

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

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

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

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

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

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

   Contract (This Instrument)
   Performance Bond
   Payment Bond
   Notice to Proceed
   Contractor's Proposal
   Addendum No. 1
   Invitation For Bids, including expressly and without limitation, SPECIAL PROVISIONS, LABOR PROVISIONS, AND GENERAL PROVISIONS.

5. The ***Standard Construction Specifications and Standard Details for City of Pueblo, Colorado***, adopted November 11, 2024, and as most recently amended, ***and The City of Pueblo Drainage Criteria Manual***, adopted April 2023, 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.

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

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

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

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

RUSS GRADING & EXCAVATING, LLC

DocuSigned by:
By Bailey Russ
2CFAACE282B2470...
Bailey Russ

Title Managing Member

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

DocuSigned by:
By Naomi Hedden by DR
685EDE99C2494B5...
Naomi Hedden, Director of Purchasing

ATTEST:

DocuSigned by:
7C02EBDFE92D42C...
Marisa Stoller, City Clerk

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

Signed by:
01FBACDE22B04B4...
Danny Nunn, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW:

DocuSigned by:
Carla Sikes
339611A1696A4DD...
~~Robert P. Jagger, Deputy City Attorney~~
Carla Sikes, City Attorney

Docusign Envelope ID: A25860A5-49E2-42D4-A8B2-4DED210278FB

PERFORMANCE BOND

Bond Number 906229441

KNOW ALL MEN BY THESE PRESENTS:

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

The Ohio Casualty Insurance Company

Surety

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

Two Hundred Thirty-Three Thousand Sixty Dollars and 00/100----------($233,060.00)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 15th day of July, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: **25-012**
Bid Name: **2025-2027 Emergency Storm Sewer Point Repair – W 24th Street and Elizabeth Street**

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

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

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

Docusign Envelope ID: A25860A5-49E2-42D4-A8B2-4DED210278FB

IN WITNESS WHEREOF, this instrument is executed on the 15th day of July, 2025.

RUSS GRADING & EXCAVATING, LLC

ATTEST:

By _____
Principal Secretary

By _____
Bailey Russ

Title Managing Member

(SEAL)

1010 S. Reading Ave.; Pueblo, CO 81001
(Address)

By _____
(Witness as to Principal)

_____
(Address)

The Ohio Casualty Insurance Company
Surety

ATTEST:

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

(SEAL)

By Gregory W. Miller
Attorney-In-Fact

PO Box 370115; Denver, CO 80237
(Address)

By Deborah M. Miller
(Witness as to Surety)

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

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

Docusign Envelope ID: A25860A5-49E2-42D4-A8B2-4DED210278FB

Copy – Original on File at Purchasing Department

PAYMENT BOND

Bond Number 906229441

KNOW ALL MEN BY THESE PRESENTS:

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

The Ohio Casualty Insurance Company

Surety

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

Two Hundred Thirty-Three Thousand Sixty Dollars and 00/100----------($233,060.00)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 15th day of July, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: **25-012**
Bid Name: **2025-2027 Emergency Storm Sewer Point Repair – W 24th Street and Elizabeth Street**

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

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

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

Docusign Envelope ID: A25860A5-49E2-42D4-A8B2-4DED210278FB

IN WITNESS WHEREOF, this instrument is executed on the 15th day of July, 2025.

RUSS GRADING & EXCAVATING, LLC

ATTEST:

By _____
Principal Secretary

By _____
Bailey Russ

Title Managing Member

(SEAL)

1010 S. Reading Ave.; Pueblo, CO 81001
(Address)

By _____
(Witness as to Principal)

_____
(Address)

The Ohio Casualty Insurance Company
Surety

ATTEST:

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

(SEAL)

By Gregory W. Miller
Attorney-In-Fact

PO Box 370115; Denver, CO 80237
(Address)

By Deborah M. Miller
(Witness as to Surety)

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

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

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

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

Certificate No: **8204417-984513**

POWER OF ATTORNEY

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

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

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

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

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

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

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

By: _____
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of July, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_8/20

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

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

Docusign Envelope ID: A25860A5-49E2-42D4-A8B2-4DED210278FB

NOTICE TO PROCEED

July 22, 2025

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

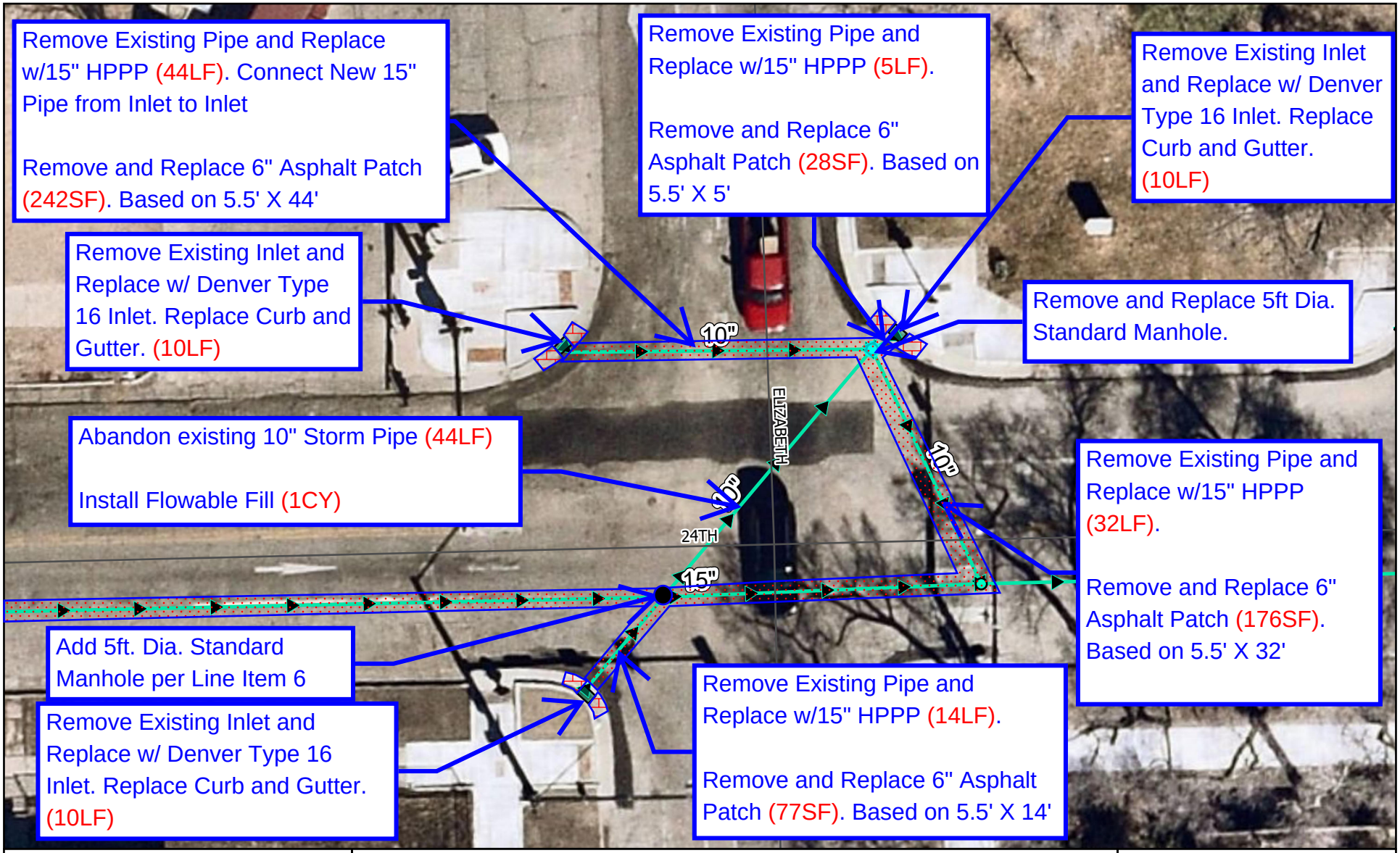
Ref: Bid No: 25-012
Bid Name: 2025-2027 Emergency Storm Sewer Point Repair – W 24th Street and Elizabeth Street

You are hereby authorized to proceed on July 23, 2025, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

You have twenty-one (21) consecutive calendar days to complete this project. If at that time the project is not complete, you may request additional time via an RFI. Your request will be subject to the discretion of the project engineer. If the project engineer deems your request as appropriate you will be issued an amendment granting the specified additional days.

Sincerely,

DocuSigned by:
Kurt Patrick
83D35AA3F8D04C7...
Kurt Patrick, P.E.
Director of Stormwater



N

0 10 20 US Feet

24th & Elizabeth Exhibit

The City of Pueblo, Colorado does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein.

nearmap.com

CITY OF PUEBLO STORMWATER UTILITY



N

0 20 40 US Feet

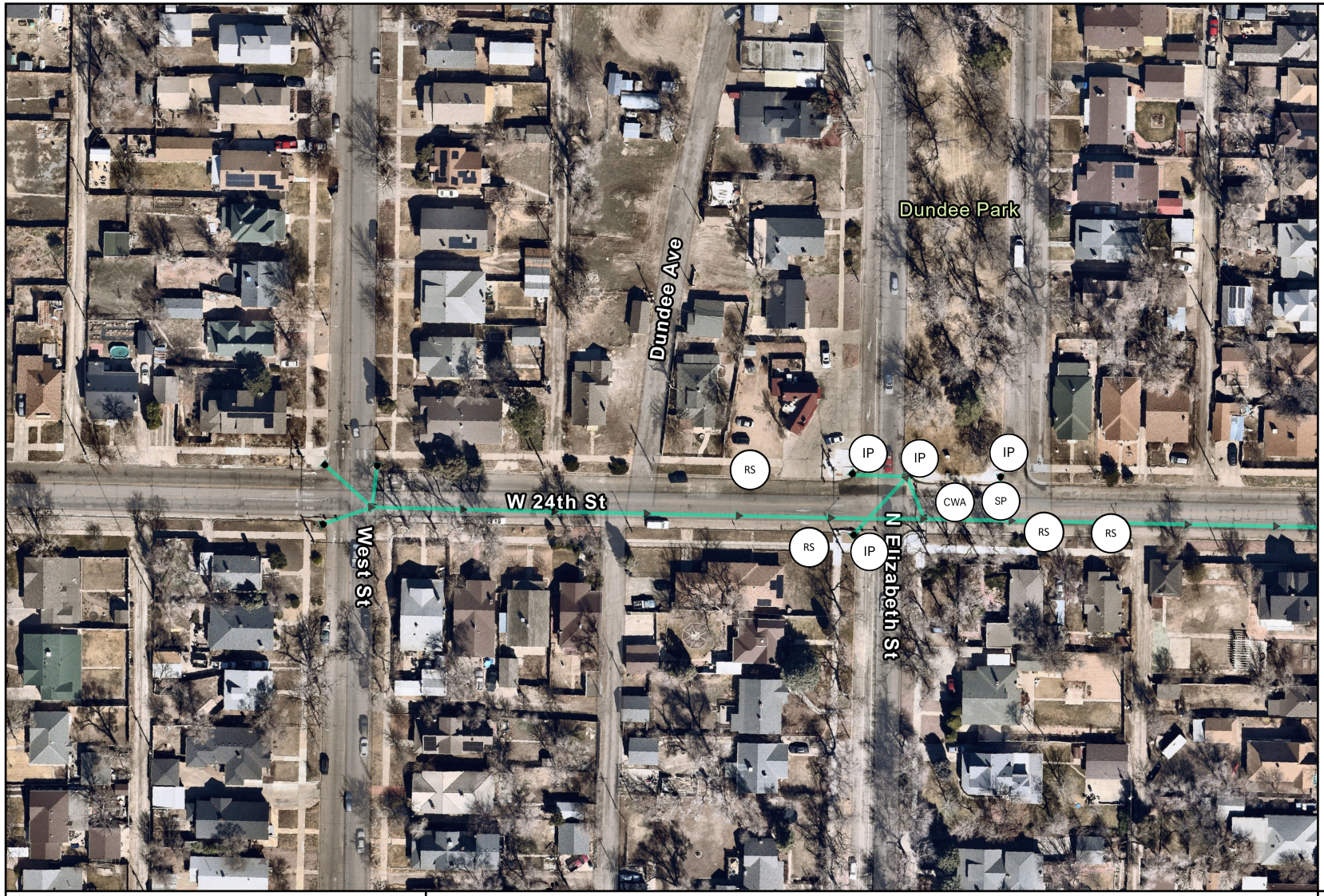
24th & Elizabeth Exhibit

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nearmap.com

CITY OF PUEBLO STORMWATER UTILITY

Docusign Envelope ID: A25860A5-49E2-42D4-A8B2-4DED210278FB



Notes

i. 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.
ii. General contractor shall maintain and update the 'Erosion and Sediment Control Plan' as construction dictates. Current plan shall always be readily accessible to the City Stormwater Inspector.
iii. General contractor or his representative shall inspect, site every 48 hours or within 24 hours of any precipitation or snowmelt event that causes surface erosion. (i.e., that results in stormwater running across the ground).
iv. General contractor/owner is fully responsible to maintain all required BMPs to prevent erosion and sediment from leaving the construction site.
v. Failure to comply with minimum requirements is a violation of City Ordinances.
vi. No cross-lot drainage permitted. Stormwater shall be directed to the nearest public Right-of-Way (streets & alleys), dedicated drainage easements, and/or City of Pueblo stormwater conveyance system.
vii.

KEY

Stock Pile	SP
Concrete Washout	CWA
Inlet Protection	IP
Rock Sock	RS

N

0 25 50 100
US Feet

Stormwater

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nearmap.com

CITY OF PUEBLO STORMWATER UTILITY

City Of Pueblo

Contract Change Order

Stormwater Utility Department

Project Number : 24-021R **Change Order No. :** 1 **Date:** September 8, 2025

Project Name : W. 24th and Elizabeth Street

Contractor : Russ Grading and Excavating, LLC

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
Item #1	Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep **(Increase-2LF)**		$464.00
Item #2	Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Less than 8' Deep **(Increase-2LF)**		$370.00
Item #3	Remove and Replace Standard Curb and Gutter **(Increase-18LF)**		$1,350.00
Item #4	Install Extra Lean Concrete (Flowable Fill) **(Increase-9.5CY)**		$2,137.50
Item #5	Remove and Repace 6" Asphalt Patch **(Increase- 113SF)**		$1,695.00
Item #6	Rock Sock **(Increase-16EA)**		$320.00
Item #7	CO-Trolley Track & Concrete Removal **(Increase-1LS)**		$2,760.00
Item #8	CO- Water Conflict **(Incease-1LS)**		$5,060.00
Item #9	Traffic Control +10% **(Increase-1LS)**		$6,123.46
Item #10	Percentage Rate- Performance and Payment Bonds **(Increase-1LS)**		$405.59
	TOTAL	$0.00	$20,685.55

Net Adjustment This Change Order	$	20685.55
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	237721.20
Total Adjusted Contract Amount To Date	$	258406.75

Reason For Change:

The change order is for additional pipe, removal and replacement of materials and unforseen miscellaneous items.

The time provided for completion of the contract is increased by thirty one (31) days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto. The adjustment to the contract amount and contract time, if any, made by this change order constitutes full compensation to the Contractor for the work included within this change order, and Contractor's acceptance hereof constitutes a waiver of any contract and equitable claims on account thereof.

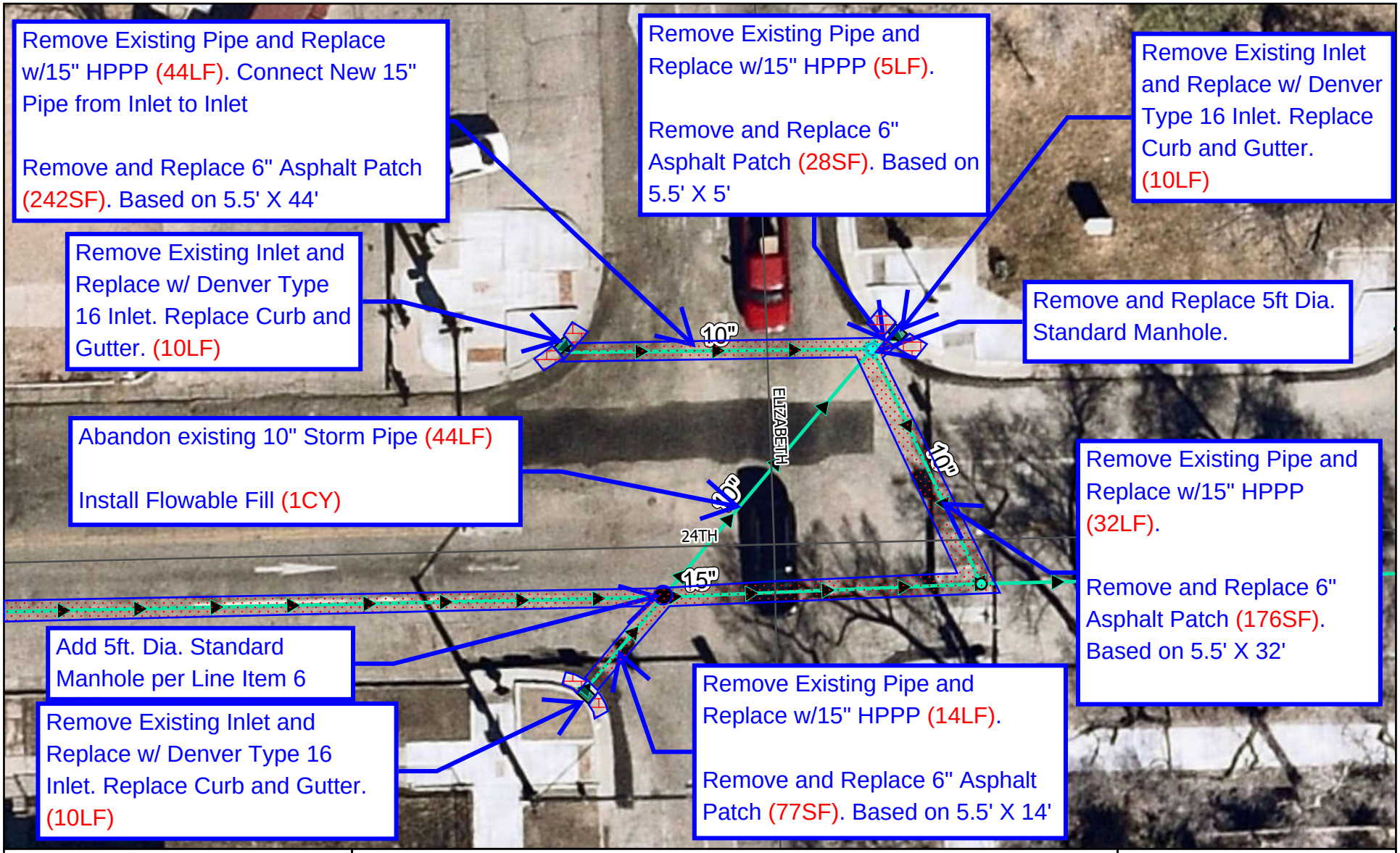
Prepared by: Neal Ne _____ Date: 9-16-2025
Stormwater Inspector

Reviewed by: _____ Date: 9/14/2025
Project Manager

Accepted by: _____ Date: 9/14/25
Contractor's Representative

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

Approved by: _____ Date: 9/14/25
Director of Stormwater



N

0 10 20 US Feet

24th & Elizabeth Exhibit

The City of Pueblo, Colorado does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein.

nearmap.com

CITY OF PUEBLO STORMWATER UTILITY



N

0 20 40 US Feet

24th & Elizabeth Exhibit

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nearmap.com

CITY OF PUEBLO STORMWATER UTILITY

Russ Grading & Excavating LLC

24975 South Rd
Pueblo, CO 81006
USA

Voice: 719-369-9781
Fax:

INVOICE

Invoice Number: 553
Invoice Date: Aug 31, 2025
Page: 1

Duplicate

Bill To:
City of Pueblo PO Box 1427 Pueblo, CO 81002

Ship to:
City of Pueblo PO Box 1427 Pueblo, CO 81002

Customer ID	Customer PO	Payment Terms	
City of Pueblo		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Airborne		9/30/25

Quantity	Description	Unit Price	Amount
	24TH & ELIZABETH EPR		
95.00	15" HP LESS THAN 8'	232.00	22,040.00
445.00	18" HP LESS THAN 8'	185.00	82,325.00
30.00	CURB & GUTTER	75.00	2,250.00
142.00	FLOWFILL	225.00	31,950.00
3.00	DISSIMILAR PIPE CONNECTION 12-18"	1,400.00	4,200.00
2.00	5 FT MANHOLE	7,000.00	14,000.00
3.00	SINGLE TYPE 16 INLET	8,500.00	25,500.00
1.00	MOBILIZATION	4,000.00	4,000.00
2,971.00	6" ASPHALT PATCH	15.00	44,565.00
4.00	ROCK SOCK	20.00	80.00
4.00	INLET PROTECTION	350.00	1,400.00
1.00	STOCKPILE MANAGEMENT	500.00	500.00
1.00	CONCRETE WASHOUT	250.00	250.00
1.00	BONDS	4,661.20	4,661.20
	CONTRACT INCREASES		
2.00	15" HP LESS THAN 8'	232.00	464.00
2.00	18" HP LESS THAN 8'	185.00	370.00
18.00	CURB & GUTTER	75.00	1,350.00
9.50	FLOWFILL	225.00	2,137.50
113.00	6" ASPHALT PATCH	15.00	1,695.00
16.00	ROCK SOCK	20.00	320.00

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
TOTAL	**Continued**

Check/Credit Memo No:

Russ Grading & Excavating LLC
24975 South Rd
Pueblo, CO 81006
USA

Voice: 719-369-9781
Fax:

INVOICE

Invoice Number: 553
Invoice Date: Aug 31, 2025
Page: 2

Duplicate

Bill To:	Ship to:
City of Pueblo PO Box 1427 Pueblo, CO 81002	City of Pueblo PO Box 1427 Pueblo, CO 81002

Customer ID	Customer PO	Payment Terms	
City of Pueblo		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Airborne		9/30/25

Quantity	Description	Unit Price	Amount
1.00	CO- TROLLEY TRACK & CONC REMOVAL	2,760.00	2,760.00
1.00	CO- WATERLINE CONFLICT	5,060.00	5,060.00
1.00	TRAFFIC CONTROL + 10%	6,123.46	6,123.46
1.00	BOND 2% ADJUSTMENT ($258,001.16)	405.59	405.59

Subtotal	258,406.75
Sales Tax	
Total Invoice Amount	258,406.75
Payment/Credit Applied	
TOTAL	**258,406.75**

Check/Credit Memo No:

A-1 BARRICADE & SIGN, INC.

REMIT TO: 201 COLORADO AVE. PUEBLO, CO 81004
719-543-1353 FAX-719-543-6244

RENTED TO	JOB LOCATION	TICKET #
RUSS GRADING & EXCAVATING 1010 S READING ST PUEBLO CO 81001	ROAD CLOSURE 24TH & ELIZABETH PUEBLO CO	Con# 137454 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
CA28678			W (719) 369-9781	OUT	08/01/25	7:00 AM CT
ID#3	**PO/JOB #**	**RECEIVED BY**				
				RETURNED	08/22/25	5:00 PM CT

FINAL Charge for 1.00 Day(s) Page: 1

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
94	DRW3-0000				SIGN,36"ROAD WORK AH(DG)				376.00	376.00
	$4.00/D					4.00				
919	BADN-0000				DRUM CHANNEL DEVICE N/L				2757.00	2757.00
	$3.00/D					3.00				
58	DSC3-0000				SIGN,36"STREET CL.AH(DG)				232.00	232.00
	$4.00/D					4.00				
58	DGDT-0000				BARR.T-3 RC/RCTT(DG) DET				522.00	522.00
	$9.00/D					9.00				
10	DRL3-0000				SIGN,36"RT/LT LN CL AH(DG)				40.00	40.00
	$4.00/D					4.00				
10	DRT3-0000				SIGN,36"RT/LT TRANS(DG)				40.00	40.00
	$4.00/D					4.00				
50	BATM-0000				BARR.TUBULAR MARKERS 42"				150.00	150.00
	$3.00/D					3.00				
88	VNP-0000				BARR.VERT.NO PARK NL				264.00	264.00
	$3.00/D					3.00				
17	36TR-0000				SIGN,36"RT/LT TRN LN CL(DG)				68.00	68.00
	$4.00/D					4.00				

Office Hours:
M-F 7:30am - 5:00pm
Closed For Lunch 12pm - 1pm
Closed Sat. & Sun.

RENT	4529.00
SALES	0.00
OTHER	255.00
DW/FEES	407.61
SMM TAX	0.00
SALES TAX	375.18
USE TAX	0.00
TOTAL DUE	5566.79
	0.00
AMT BILLED	5566.79

WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

08/25/25 10:24:00

A-1 BARRICADE & SIGN, INC.

REMIT TO: 201 COLORADO AVE. PUEBLO, CO 81004
719-543-1353 FAX-719-543-6244

RENTED TO	JOB LOCATION	TICKET #
RUSS GRADING & EXCAVATING 1010 S READING ST PUEBLO CO 81001	ROAD CLOSURE 24TH & ELIZABETH PUEBLO CO	Con# 137454 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
CA28678			W (719) 369-9781	OUT	08/01/25	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY				
				RETURNED	08/22/25	5:00 PM CT

FINAL Charge for 1.00 Day(s) Page: 2

QTY	ITEM#		MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
20	30ST-0000	SIGN,30"STOP (EG)								80.00	80.00
	$4.00/D						4.00				
3	LBTS	LABOR, TCS PER HOUR							85.00	255.00	255.00

----- Payments ------
FORCE CHARGE 5566.79 08/25/25

Office Hours:
M-F 7:30am - 5:00pm
Closed For Lunch 12pm - 1pm
Closed Sat. & Sun.

RENT	4529.00
SALES	0.00
OTHER	255.00
DW/FEES	407.61
SMM TAX	0.00
SALES TAX	375.18
USE TAX	0.00
TOTAL DUE	5566.79
	0.00
AMT BILLED	5566.79

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $258,685.75 TO RUSS GRADING & EXCAVATING, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-080, ASPHALT & CONCRETE IMPROVEMENTS - LEHIGH, AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

SUMMARY:

This Resolution ratifies and approves the award of an Emergency Construction Contract to Russ Grading & Excavating, LLC., for Project No. 25-080 Asphalt & Concrete Improvements — Lehigh.,

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The project included the replacement of multiple concrete curb and gutter ramps, crosspans, and the 2-inch mill and overlay of half of Lehigh Street from Northern to Pueblo Blvd. This project was done in conjunction with the replacement of the main water service line by the Board of Water Works. The Board of Water Works was only required to replace half of the street asphalt from the crown of the road to the edge of the pavement on the side of the street disturbed by the waterline replacement. In order to ensure the safety, long-term pavement conditions, and the drivability of this roadway near Pueblo Academy of Arts, the City capitalized on the opportunity to repave the other half of the street.

The prevailing factor for sole source justification is that you want compatibility in the pavement condition index and there would not be an additional mobilization cost.

The Resolution ratifies the Emergency Construction Contract that was awarded to Russ Grading & Excavating, LLC.

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

FINANCIAL IMPLICATIONS:

Funding in the amount of $258,685.75 will be paid from Project Account HUAN01, Street Resurfacing.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Final Invoice from Russ Bailey_INV 551

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

RESOLUTION NO. 16133

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $258,685.75 TO RUSS GRADING & EXCAVATING, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-080, ASPHALT & CONCRETE IMPROVEMENTS - LEHIGH, AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

WHEREAS, an Emergency City improvement contract was requested by the Director of Public Works and authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code for Project 25-080, Asphalt & Concrete Improvements - Lehigh; and,

WHEREAS, the bid of Russ Grading & Excavating, LLC., was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo. Said bid was approved as a sole source procurement for compatibility in the pavement condition index and there would not be an additional mobilization cost incurred by the City of Pueblo; and,

WHEREAS, an Emergency Construction Contract to complete the repairs was awarded to Russ Grading & Excavating, LLC., under Project No. 25-080; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for the concrete and asphalt improvements at Lehigh Avenue with Russ Grading & Excavating, LLC., Project No. 25-080, Concrete & Asphalt Improvements - Lehigh project awarded to said contractor in the amount of $258,685.75.

SECTION 2.

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

SECTION 3.

Funds in the amount of $258,685.75 for Project No. 25-080 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 the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payments authorized under the contract are hereby ratified.

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 22, 2025

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4E51823AE462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

Russ Grading & Excavating LLC
24975 South Rd
Pueblo, CO 81006
USA

Voice: 719-369-9781
Fax:

INVOICE

Invoice Number: 551
Invoice Date: Aug 29, 2025
Page: 1
Duplicate

Bill To:
City of Pueblo PO Box 1427 Pueblo, CO 81002

Ship to:
City of Pueblo PO Box 1427 Pueblo, CO 81002

Customer ID	Customer PO	Payment Terms	
City of Pueblo		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Airborne		9/28/25

Quantity	Description	Unit Price	Amount
	25-080 ASPHALT & CONC IMPRV- LEHIGH AUG 2025		
52,431.00	2" ASPHALT MILL & OVERLAY	3.75	196,616.25
160.00	4" R&R CONC	12.50	2,000.00
1,015.00	6" R&R CONC	13.00	13,195.00
173.00	CURB HEAD	26.50	4,584.50
312.00	CURB & GUTTER	45.00	14,040.00
16.00	TACTILE BAND	517.00	8,272.00
702.00	R&R 7" REIN CONC	14.00	9,828.00
1.00	TRAFFIC CONTROL	3,250.00	3,250.00
1.00	ASPHALT PATCHING	6,250.00	6,250.00
1.00	SIDEWALK DRAIN R&R	650.00	650.00

Subtotal	258,685.75
Sales Tax	
Total Invoice Amount	258,685.75
Payment/Credit Applied	
TOTAL	**258,685.75**

Check/Credit Memo No:

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., IN THE AMOUNT OF $218,098 FOR PROJECT NO. 23-130, WASTEWATER DEPARTMENT ENGINEER OF RECORD – DIGESTER COVERS AND MIXING SYSTEM REPLACEMENT, POLYMER SYSTEM REPLACEMENT AND PHASE 4 ELECTRICAL IMPROVEMENTS PROJECT

SUMMARY:

This Resolution approves Amendment No. 1 to the Professional Engineering Services Agreement awarded to Brown and Caldwell, Inc. in the amount of $218,098 for Project No. 23-130, Wastewater Department Engineer of Record – Digester Covers and Mixing System Replacement, Polymer System Replacement and Phase 4 Electrical Improvements Project.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9641 awarded an agreement between the City of Pueblo and Brown and Caldwell, Inc., for consulting engineering services to replace the headworks primary clarifier area control panels and motor control centers at the James R. DiIorio Water Reclamation Facility on January 20, 2020.

On February 12, 2024, the City Council approved Resolution No. 15497, selecting Brown and Caldwell, Inc as the Engineer of Record for the Wastewater Department.

September 10, 2024, the City Council approved Ordinance No. 10782 to have Brown and Caldwell Inc. design the digester covers and mixing system replacement, polymer system replacement and Phase 4 electrical improvements.

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

BACKGROUND:

The James R. DiIorio Water Reclamation Facility (WRF) treats all the wastewater for the City of Pueblo. The WRF will be upgrading the lids on digesters 3 and 4. The upgrade is required because the structures that allow the lids to float are beginning to fail, and new air quality regulations will require the lids to be updated to prevent methane from being released. The polymer system will be replaced because it is reaching the end of its useful life. This system is an integral part of the solids handling system. The electrical system will be upgraded to eliminate the use of fuses on the pole and to allow the electrical system to be reset without relying on the fuses that are on the electrical pole. This upgrade will allow WRF staff to reset the system without the necessity for a contractor to reset the system and leaving the WRF without power.

The scope of work under the agreement shall include preliminary and final design and bid support with respect to the following items:

1. Digester mixing system replacement.
2. Replacement of two floating digester covers, including evaluation of new Colorado Air Quality requirements to guide direction for digester covers replacement.
3. Verification and revision of existing design documents for replacement of the polymer system.
4. Incoming electrical service improvements, elimination of existing fuses and installation of resettable protection devices on the incoming electrical service; and
5. Consolidation of design documentation with existing electrical improvements projects to create a single construction package.

Amendment 1: Will include additional engineering design of Phase 5.1 electrical improvements efforts associated with replacing the digester complex motor control center and area control panel. Additional effort has also been included to design the installation of digester gas flowmeters, and additional efforts for the disciplines of Building Mechanical, Architectural, and Structural to satisfy code and standards requirements due to the increased amount of work in the electrical room.

FINANCIAL IMPLICATIONS:

The cost of the agreement with Brown and Caldwell to provide engineering design services for the amendment will not exceed $218,098. Funds are available from the Sewer User Fund and have been appropriated to Project No. 23-130 (WW2401 – Digester Cover Replacement).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

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None

ALTERNATIVES:

The no-action alternative will eliminate the opportunity design Phase 5.1 to ensure the systems installed as part of the Digester project will work with the controllers. The older systems will have to be upgraded in the future or may not work with the new mixer system and will have to be upgraded later at a higher cost to the city

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 9-22-25 23-130 Amend 1 Digester Polymer Electrical

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

RESOLUTION NO. 16121

A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., IN THE AMOUNT OF $218,098 FOR PROJECT NO. 23-130, WASTEWATER DEPARTMENT ENGINEER OF RECORD – DIGESTER COVERS AND MIXING SYSTEM REPLACEMENT, POLYMER SYSTEM REPLACEMENT AND PHASE 4 ELECTRICAL IMPROVEMENTS PROJECT

WHEREAS, Project No. 23-130 Wastewater Department Engineer of Record – Digester Covers and Mixing System Replacement, Polymer System Replacement and Phase 4 Electrical Improvements Project was awarded to Brown and Caldwell, Inc., on September 10, 2024 and

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Amendment No. 1, by and between the City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., a California Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by Amendment No. 1 to be performed in the amount of $218,098.

SECTION 2.

Funds in the amount of $218,098 will be paid from WW2401 – Digester Cover Replacement,

SECTION 3.

The Purchasing Agent is hereby authorized to execute Amendment No. 1 on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the same.

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

SECTION 4.

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

INTRODUCED: September 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN CITY OF PUEBLO AND BROWN AND CALDWELL, INC.

1. INTRODUCTION

This Amendment No. 1 to the Agreement for Professional Engineering Services ("Amendment") is executed to be effective as of the _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Brown and Caldwell, Inc., a registered California Corporation ("Consultant"). City and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties."

2. PROJECT STATEMENT

WITNESSETH THAT:

WHEREAS, City and Consultant entered into that certain Agreement for Professional Engineering Services dated September 11, 2024 for Bid 23-130 Wastewater Department Engineer of Record - Digester Covers and Mixing System Replacement, Polymer System Replacement, and Phase 4 Electrical Improvements Project (the "Agreement");

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the provisions set forth herein;

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

3. AGREEMENT

A. The Agreement is amended by expanding the scope of service to include the following additional services:

   1. Consultant shall provide Phase 5.1 electrical improvements including design associated with replacing the Digester Complex Motor Control Center (MCC) and Area Control Panel (ACP), design of installation of digester gas flowmeters, and building design for mechanical, architectural, and structural improvements to satisfy code and standards requirements as identified in Attachment A.

   2. Attachment A to this Amendment No. 1 shall be additional work as agreed upon by Consultant and City, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement.

B. With respect to services provided under the Amendment No. 1, the fee schedule attached as Attachment B to this Amendment No. 1 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 1 shall not exceed the maximum amount of $218,098.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.

   1. The compensation payable to the Consultant by this Amendment No. 1 shall be billed at the amounts set forth in the Attachment B.

   2. City must respond in writing with written approval prior to Consultant beginning work.

C. Consultant shall commence and complete each major work item according to the work schedule attached hereto and labelled Attachment C; provided, however, Consultant will not be responsible for delays beyond Consultant's control.

D. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

E. Except as expressly modified by this Amendment No. 1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.

F. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original.

(Continue to next page for Signature Section.)

4. SIGNATURE SECTION

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[SEAL]

BROWN AND CALDWELL, INC.

By_____
Michael J. Thorstenson, Principal-In-Charge

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert Jagger, Deputy City Attorney

Attachments: Attachments A - C and Additional Information for Amendment

Attachment A

Scope of Service

Excerpt from Consultant Proposal dated August 2025, Pages 1 – 22

Note: The Scope of Service revisions/additions for this Amendment 1 are indicated in red text.

The purpose of Amendment No. 1 to the Digester Covers and Mixing System Replacement, Polymer System Replacement, and Electrical Improvements Project is to add scope to design the Phase 5.1 electrical improvements. Phase 5.1 includes design effort associated with replacing the Digester Complex Motor Control Center (MCC) and Area Control Panel (ACP). Additional effort has also been included to design the installation of digester gas flowmeters, and additional efforts for the disciplines of Building Mechanical, Architectural, and Structural to satisfy code and standards requirements due to the increased amount of work in the electrical room.

Additional hours have been included for Phases 300, 400 and 500. All changes to the previous scope of work due to this Amendment are identified in RED TEXT for clarity.

Project Understanding

This scope of work describes Brown and Caldwell (Consultant) and City of Pueblo Department of Wastewater (Pueblo WW) activities that will occur as part of the design phase of the Digester Covers and Mixing System Replacement, Polymer System Replacement, and Phase 4 and Phase 5.1 Electrical Improvements Project at the James R. Dilorio Water Reclamation Facility (JRDWRF).

The Phase 4 Plant Electrical Improvements has been designed. During bidding of the construction of the Phase 4 Electrical System Improvements, no bids were received. In response, Pueblo WW has decided to merge the polymer system replacement, floating digester covers replacement, mixer system construction packages, and incoming electrical service improvements with the electrical improvement construction package in the anticipation of creating a more enticing project for contractors to bid.

This Scope of Services includes the work to be provided by Brown and Caldwell for the Pueblo WW to perform detailed design services for:

- Digester mixing system replacement
- Replacement of two (2) floating digester covers (Digesters 3 and 4), including evaluation of new Colorado Air Quality Requirements to guide direction for digester covers replacement
- Verification and revisions to existing design documents for replacement of the polymer system
- Incoming electrical service improvements, elimination of existing fuses and installation of resettable protection devices on the incoming electrical service
- Consolidation of design documentation with existing electrical improvements project to create a single construction package
- Following the submission of the 30% Design, Brown and Caldwell recommended that the Phase 5.1 electrical improvements be included in the design to optimize the use of the City's funds in

the near term, considering that the Phase 5 electrical project was already planned to be executed.

It is expected that the proposed improvements will ~~not~~ require the Colorado Department of Public Health and Environment (CDPHE) Application Procedures for Amendment of Existing Site Location Approval Procedures, pursuant to 5 CCR 1002-22 (22.8).

Engineering services included herein are for:

- Preliminary and final design
- Bid support

Future services that will be provided under separate agreement:

- Engineering services during construction
- Controls Integration (Programmable Logic Controller [PLC] and Supervisory Control and Data Acquisition [SCADA] programming)
- Operational support during startup/commissioning

This Scope of Services includes the following phases:

- Phase 100 – Project Management and Opinion of Probable Construction Cost (OPCC)
- P4 Phase 850 – 30% Digester Floating Cover Replacement, Digester Mixing System, and Incoming Electrical Service Improvements. (This scope is being completed under Amendment #1, dated April 9, 2024 under Phase 4 Electrical Project.)
- Phase 300 – 75% Digester Floating Cover Replacement, Digester Mixing System, and Incoming Electrical Service Improvements
- Phase 400 – 90% Dewatering Polymer System Verification and Revisions
- Phase 500 – Bidding Services
- Phase 600 – Supplemental Services and Contingency

Two (2) attachments are included with this Scope of Services:

- Attachment 1 - Schedule
- Attachment 2 – Compensation
  - The full compensation for this scope of work is $1,089,681.00.
  - The compensation for this scope of work has been partially funded through reallocated funds as described in Project IV Electrical Scope Amendment #1, dated April 9, 2024. $170,776 was reallocated from services not performed and applied to this scope of work.
  - The compensation to approve for this proposal is $918,915.00.
  - The compensation for Amendment No. 1 is $218,098. The amended contract value is $1,137,013.

Pueblo WW Responsibility

Pueblo WW will provide Consultant all available and relevant information to aid in the design process. This includes, but is not limited to:

- PDF files of all existing plant construction drawings
- Access to the plant site and facility to validate and verify as constructed conditions

- Knowledgeable staff who can discuss operational and maintenance issues
- Survey information pertinent to the project scope

Project Assumptions and Limitations

The following overall assumptions were made in the development of this Scope of Services:

- **Scope Basis.** This scope of work is the entirety of services offered for this project under the subject Agreement of Professional Services. Services identified in Agreement Schedule 1, unless indicated herein, are not included.
- **Project Schedule.** The work on this project is projected to commence in April 2024 and is targeted to be complete in ~~June 2025~~ February 2026. This includes ~~9~~ 18 months for design and 4 months for bidding. See Attachment 1 – Schedule. The schedule includes assumptions such as regulatory and Pueblo WW review times that are not controlled by the Consultant. Amendment No. 1 will modify the schedule as noted on page 1.
- **Design Submittals/Deliverables.** Due to the varying levels of complexity, the following design submittals are anticipated:
  - 30% design submittal for floating digester covers, mixing system replacement, and incoming electrical system improvements
  - 75% design submittal for floating digester covers, mixing system replacement, and incoming electrical system improvements
  - 90% design submittal for dewatering polymer system replacement
  - 100% design submittal (Bid Set) for consolidated project design package including: digester floating covers and mixing system, dewatering polymer system, and electrical improvements
- **Decisions.** The design approach is based on interactive workshops for each design submittal/deliverable detailed above. Decisions will be reached in the workshop setting and summarized/documented and maintained in an issues/decision log. Additionally:
  - The 30% design submittal for the floating digester covers and mixing system will document major decisions. Any alternatives analysis will be completed during the 30% design phase. All other design decisions will be expedited between Consultant and Pueblo WW using workshops and direct communications and documented in a decision log.
  - It is expressly understood and mutually agreed that the dewatering polymer system design effort includes modifications to the existing design documentation for compliance to current codes and coordination with the polymer system vendor to confirm their scope of supply and make minor modifications to the existing design to accommodate changes required for the vendor's supply.
  - No allowance has been made in this scope of work for modifying design documentation for the electrical system improvements.
  - No value engineering is included in this scope.
- **Pueblo WW Design Review Comments.** The Pueblo WW project manager will compile and reconcile Pueblo WW staff comments on all Consultant deliverables. All project reviews and comment periods are assumed to be ten (10) working days to accommodate the project schedule. The Consultant team will not continue design during project review of submittals to avoid over-developing items that may change based on Pueblo WW's feedback.
- **Codes and Standards.** The design will be based on federal, state, and local codes and standards in effect at the beginning of the project. Any changes in these codes may necessitate a change

in scope and will be subject to renegotiation. The existing plant facilities are assumed to be in full compliance with current drainage, electrical, building, mechanical, plumbing, seismic, and other codes that apply to these types of facilities. Revisions and rehabilitation of existing plant facilities to achieve compliance with current codes are specifically excluded from this scope of work, **with the exception of the new Colorado Air Quality requirements which will be evaluated as part of Phase 200**. The installing Contractor will prepare a building permit application for each building facility and respond to comments from Pueblo Building Services with modifications included in the Bid Set submittal. Pueblo WW will pay all permit fees.

- **Bidding as One Project.** All designs will be merged as part of a single package to be publicly bid as one project using the traditional design-bid-build method of delivery.
- **Specifications.** BC's master specifications will be used as the basis for technical specifications (modified Construction Specification Institute MasterFormat® 2020 – Divisions 01 through 46). Pueblo's master specifications will be used for Division 00 (introductory information; bidding and contract requirements). Preparation of contract design specifications will be based on the use of standard BC document protocols and specification formats, including bidding forms and general specification conditions like those which have been used on previous projects with Pueblo WW. All specifications will be prepared in Microsoft Word. Electronic delivery format will be PDF.
- **Drawings.** Design will be produced in the Autodesk suite of products using AutoCAD, AutoCAD Civil 3D, and Revit, based upon BC Document Production Standards (DPS), 2023 version. Electronic delivery format will be PDF.
- **Estimates or OPCC.** In providing OPCC, financial analyses, economic feasibility projections, and schedules for this project, Consultant has no control over cost or price of labor/materials; unknown or latent conditions of existing equipment/structures; competitive bidding procedures and market conditions; time or quality of performance by third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty the City's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.
- **Record Drawings.** Pueblo WW will provide PDF files of all existing plant construction drawings. These drawings are considered record drawings and will be relied upon to be accurate for design purposes. Pueblo WW will provide to Consultant all data in their possession relating to Consultant's services on this project. Consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided. If provided documents are found to be erroneous in content, an adjustment to work scope subject to renegotiation with Pueblo WW may be required.
- **Unknown Conditions.** Consultant is not responsible for additional effort that may be required for issues related to unknown conditions that may impact the design or construction.
- **Design Gates.** The final design phase will not commence until all decisions are final and Pueblo WW approves the preliminary design.
- **Coordination Meetings.** The BC Project Manager, Design Manager, and up to four additional design engineers (discipline leads) may attend progress meetings with Pueblo WW. Meetings will be held virtually and on a monthly frequency.

The following table summarizes key assumptions for each of the major design disciplines.

Discipline Area	Key Scope Assumptions
Geotechnical	• There are no Geotechnical activities planned for this project.
Architectural	• No modifications are required for the Dewatering Polymer System design documentation. • Building architecture (materials, construction) will be similar to existing structures. • No landscape architect services will be required for this Project.
Civil	• Dewatering during construction is the responsibility of the Contractor. • Additional site security and fencing is not required. • Existing topographical survey information and base mapping will be utilized for the design of new facilities and modifications of existing facilities. • Surveying will be furnished by Pueblo WW, in accordance with generally accepted practice (expected services will include general location, construction baseline and benchmarks, pothole work, and water surface elevations). Deliverables will include electronic files, AutoCAD Civil 3D 2019 or newer. • Additional topographical survey information to augment the existing base mapping will be identified by Consultant to be obtained by Pueblo WW for the design of new facilities and modifications of existing facilities. • Legal, easement, and plat surveys for the site will not be required. • Landscaping and irrigation plans will not be prepared. • No traffic analysis or traffic control design are required. Unimproved road east of the secondary clarifiers will not be modified. • The capacity of the existing fire protection system is adequate to handle the new facilities.
Structural	• No retaining walls will be required. • No new openings in structures required. • Structural inspection of the interior surface of the digesters will occur only after the contractor has cleaned and made safe access for inspection. • Structural design will be limited to equipment pads, housekeeping pads, slabs on grade, access platforms and stairs less than 6 feet in height, and 1 new exterior stairway from roof level to finish grade. • The digester tanks are structurally sound and can accommodate digester cover attachment and appropriate uplift forces from the digester gas system and overflow addition pipe penetrations to accommodate the proposed digester mixing system. • No changes made to existing cover access platforms or guardrails.
Process	• No process modeling is required.
Process Mechanical	• Design concerning “plant-wide” utility systems such as basin drainage, water and in-plant waste collection/disposal will be limited to extension of and/or changes to existing piping. No new structures or equipment will be needed. • Active cathodic protection will not be required for buried piping. • Piping 2 inches in diameter and smaller will be field routed, unless needed to show appropriate design intent. • Pipe supports will be Contractor-designed based upon a performance specification. • Pipe expansion/contraction control measures will be Contractor-designed based upon a performance specification. • Seismic bracing/control measures for piping will be specified for Contractor design. • Digester mixing design will be based on Computation Fluid Dynamics (CFD) modelling by the Vendor. • Digester Gas Flow Monitoring will be provided.
Building Mechanical	• New HVAC design for MCC room to accommodate new electrical equipment. • ~~Any HVAC design that is part of an existing package is assumed to be adequate.~~ • Verify NFPA 820 ventilation requirements will be adhered to. • Plumbing design is not anticipated. • Fire suppression is not anticipated.

Discipline Area	Key Scope Assumptions
Electrical	• 30 Percent Design phase documents will be limited to discipline general drawings, site drawings identifying major electrical system tie-ins/sources, and electrical load distribution. • ~~Existing installation meets current NEC requirements; effort to bring existing installation up to new code requirements not included.~~ • ~~Existing areas are correctly rated and designed per NFPA 820; effort to bring existing installation up to current area classification requirements not included.~~ • Electrical specifications will be provided during the Final Design phase only. • It is assumed the net change in plant electrical load resulting from the project will not require upgrade of the plant's existing electrical service. • Fire detection/alarm: BC will provide a specification defining the performance requirements for the system. The system will be designed and constructed by the Contractor using licensed specialists as required. • Conduit and cable tray supports: BC will provide a specification defining the performance requirements for hangers and supports. The Contractor will develop hanger and support details and route and install all conduits and cable trays. • Short-circuit, coordination, and arc flash analyses: BC will provide a specification for the performance of these analyses. The analyses will be performed by the Contractor using data for the actual electrical equipment procured and installed. • Site security, cameras, and public address systems will not be included.
Instrumentation	• I&C will match the existing system and components available during the Project. • I&C will be similar in type and sophistication to match existing facilities. ~~Analog elements and components will be used, and no significant modifications to existing I&C equipment or systems will be needed.~~ • ~~A design for modifying the existing programmable logic controller (PLC)-based supervisory control and data acquisition system (SCADA) will be provided for the process areas being modified. Significant modifications to existing I&C equipment or systems will not be required.~~ • The Area Control Panel (ACP) in the Digester Complex will be replaced. • Pueblo will provide "as-built" documentation of the existing process instrumentation and control system. Pueblo-provided information will include, but not be limited to, existing motor and control circuit diagrams, panel shop drawings, process instrument information, and process control system software documentation. • ~~The new instrumentation and control system modifications will be based on the use of existing PLCs with the assumption spare capacity is available. Plant status monitoring will be by the existing commercially available PC-based software package. Remote access to plant components will not be provided.~~ • 30 Percent Design will include process & instrumentation diagrams (P&IDs), completed to a level sufficient to identify the primary processes and process equipment and extent of major modification of treatment process. P&IDs will be completed during the Final Design phase. • 30 Percent Design will include a Control System Block Diagram drawing depicting the site's major network modifications. Final Design will update the drawing to include all network modifications, in the Project-modified process areas only. • Discipline specifications will be provided during the Final Design phase only. • The Basis of Design TM will be provided during the 30 Percent Design phase, without modification during Final Design. • The public address system design or modification will not be included. • Security system and video system design are excluded from this scope of work. • Vendor-supplied control system packages will be interfaced through hardwired signals. • SCADA and PLC programming will be conducted via remote access. Programming of vendor supplied control packages is excluded from this scope of works. • New electrical equipment will have network connectivity. • The Construction Contractor will provide field staff to perform loop and continuity tests.

Discipline Area	Key Scope Assumptions
Permitting	• Wetlands, biological assessments, or archaeological investigations and surveys will not be necessary. • The Construction Contractor will secure other project-related permits such as the grading, building, electrical, and plumbing permits. • No effort associated with right-of-way permits is included as all construction activities will occur within the site boundaries of the existing plant. • Contractor is responsible for obtaining Stormwater Pollution Prevention Plan (SWPPP) Permit if needed. • Pueblo WW will coordinate directly with the fire marshal for review as part of the Building Services permit application process.

Detailed Scope of Services

The following sections present Consultant's detailed scope of work.

Phase 100 – Project Management

Task 101: Project Management Planning

An internal Project Management Plan (PMP) will be created to document the key project information required by all project team members to assist them in executing the project to meet the required objectives: on time, on budget, high quality, and meeting Pueblo WW's critical success factors. The key elements of the project plan are described below:

- Project Charter, which will establish the project goals, objectives, and critical success factors.
- Project team members, their roles, and responsibilities, including a staffing plan (management, engineering, QA/QC, etc.)
- Scope of Services with work breakdown structure
- Project schedule
- Project budgets
- Communications Plan
- Risk Management Plan
- QA/QC Plan
- BIM Execution Plan
- Project documentation plan and file structure
- Change management process
- Health and Safety Plan for field work

Task 102: Project Controls and Reporting

Invoicing will occur monthly and will be prepared and submitted to Pueblo WW via email in an approved format. Invoices shall include total contract amount, total charges to date, previous billings, outstanding balance, current amount remaining, and total amount due. Invoice will include a narrative description of the work performed during the invoice period.

Assumptions:

- It is anticipated that the duration of the design phase is ~~9~~ 18 months.

- It is anticipated that the duration of the bidding phase is 4 months.

Deliverables:

- Monthly invoices

Task 103: Project Management and Design Management

Objective. To support the general Project Management and Design Management activities throughout the project.

Approach. Consultant will provide management oversight on the project in accordance with BC policies and standard practices. This task also includes the development of the Front-End Division 01 specifications for the project. Other activities include monthly progress meetings, miscellaneous project meetings, site visits, bidding support, construction sequencing evaluation, and project closeout.

Pueblo Responsibilities:

- Provide the updated Division 00 documents for review by Consultant to ensure consistency with Division 01 documents and other portions of the contract.

Assumptions:

- The Division 00 documents will require no significant edits.

Deliverables:

- Division 01 project technical specifications

Task 104: Internal QA/QC

Objective. To implement Consultant's internal QA/QC program to review deliverables from this scope. The deliverables for this scope of work include the following:

- 30% Design of the Digester Floating Cover Replacement and Digester Mixing System
- 75% Design of the Digester Floating Cover Replacement and Digester Mixing System
- 90% Design of the Dewatering Polymer System
- Bid Set of the Consolidated Construction Package (Digester Floating Cover Replacement, Digester Mixing System, Dewatering Polymer system, and Phase 4 Electrical Improvements)

Approach. Consultant will provide appropriate calculation and deliverable QA reviews by in-house, senior staff members. No external value engineering reviews are included in this scope.

Task 105: Cost Estimating

Objective. To provide an Opinion of Probable Construction Cost (OPCC) at each design phase milestone.

Approach. Consultant will provide an OPCC for each of the four (4) design submittals. Each OPCC will be developed and submitted in accordance with the Association for the Advancement of Cost Engineering Estimate Classification System. Cost estimates will be subdivided by major engineering disciplines.

Since an OPCC for the Phase 4 Electrical Improvements project has recently been completed, only updates to cover escalation will be performed to the existing OPCC for the Phase 4 Electrical Improvements will be prepared under this scope.

The following is a list of each Design Submittal and corresponding AACE estimate Class.

- 30% Design of the Digester Floating Cover Replacement and Digester Mixing System, Class 4 estimate (with an expected accuracy range of -30 to +50%)

- ~~75% Design of the Digester Floating Cover Replacement and Digester Mixing System, Class 3 estimate with an expected accuracy range of -20 to +30%)~~
- ~~90% Design of the Dewatering Polymer System, Class 2 estimate (with an expected accuracy range of -15 to +20%)~~
- ~~Bid Set of the Consolidated Construction Package (Digester Floating Cover Replacement, Digester Mixing System, Dewatering Polymer system and Phase 4 Electrical Improvements) Class 1 estimate (with an expected accuracy range of -10 to +150%)~~
- With the additional scope added, it is recommended that BC move forward to include all project elements (Digester Covers, Mixers, P4, and P5.1) and place them in a single consolidated package such that a comprehensive cost estimate can be prepared at the 75% design level. BC has removed the Bid Set cost estimate and included a Class 2 estimate (with an expected accuracy range of - 15 to +20%) at the 75% design level.

Pueblo Responsibilities:

- Review cost estimates and construction schedule

Deliverables:

- 30% Design of the Digester Floating Cover Replacement and Digester Mixing System, Class 4 OPCC
- 75% Design of the Digester Covers, Mixers, P4, and P5.1, Class 2 OPCC
- ~~90% Design of the Dewatering Polymer System, Class 2 OPCC~~
- ~~Bid Set of the Consolidated Construction Package Class 1 OPCC~~

Task 106: BIM Services

Objective. To provide Building Information Modeling (BIM) services in support of engineering design throughout the project. The 3D digital representations of the designs will allow engineering disciplines to collaborate and coordinate more efficiently during the design phase.

Approach. Consultant will provide BIM services to integrate structured, multi-disciplinary data for detailed digital representation of the digester floating cover and mixing system and the dewatering polymer system. This task includes subcontractor support for LIDAR integration, including model and content checking.

P4 Phase 850 – 30% Design Digester Floating Cover Replacement and Mixing System

This Phase is Complete.

The 30% design will commence with the advancement of the planning concept for the floating digester cover replacement and a new digester mixing system. This design will also consider new air quality regulations and the potential impact to the design. The concepts for the floating digester cover replacement and the new digester mixing system will be documented in two separate technical memorandums (TM). Each TM will be submitted to Pueblo WW for review. Upon receiving concurrence from Pueblo WW for each TM the Consultant will proceed with design.

Objective. To document the basis for final design for the Project scope of work to achieve the following objectives:

- Form the basis for detailed design and preparation of contract documents and obtain Pueblo WW approval on general arrangement and direction of proposed design.

- Develop a technical memorandum (TM) detailing the basis of design of the digester mixing system (process needs, equipment sizing) and electrical power needs and review against the existing power supply from the existing Digester electrical room.
- Develop a technical memorandum (TM) detailing the basis of design of the floating digester covers process needs and evaluate future air quality regulation implications to the design.
- Establish design approaches for digester floating covers and mixing system.
- Develop conceptual level construction sequencing plan.

Discipline specific tasks, such as Civil, Structural, etc., include effort associated with QA/QC, construction sequencing, and internal Project Team meetings. Internal Project team meetings will occur weekly during the 30% design phase.

Additionally, the following meetings with Pueblo WW are included within the discipline specific tasks:

- **Kickoff Meeting and Site Visit.** Consultant will conduct a 3-hour in-person kick-off meeting with Pueblo WW staff to establish project expectations, discuss issues and concerns, and develop a foundation for collaborative teamwork. Concepts for discussion will include elements of the proposed design, general plant design, and construction considerations. Consultant will walk the site with Pueblo WW staff.
- **30% Design Review Meeting.** Consultant will conduct a 2-hour virtual meeting with Pueblo WW staff to review the 30% design drawings and specification list.

Task 851: Civil Design

Objective. To develop a preliminary overall site layout, including major process/yard piping, earthwork, drainage, and initial identification of construction constraints, as needed; and to coordinate these concepts with the other design disciplines as needed.

Approach. Develop the following elements:

- Civil 3D models of both existing and proposed features
- Horizontal and vertical control
- Preliminary site layout, including but not limited to, major process piping, grading, pavement, site drainage, and site access
- Drawings as identified in the preliminary drawing list
- Specification list

Pueblo Responsibilities:

- Confirm or establish design criteria for site improvements using decision/issues log; discuss 30% design criteria in coordination meeting between Pueblo WW and Consultant Design Lead
- Review the 30% design submittal
- Provide site survey data as needed to inform design
- Confirm site utility features through field locates or other methods where there is reasonable expectation the base map drawings may require additional information or verification
- Coordinate with fire marshal for review of proposed facilities and determine minimum fire flow at required residual pressure; provide Consultant with fire flow design criteria for on-site water system extensions

Deliverables:

- Drawings as identified in preliminary drawing list
- Specification list

Task 852: Structural Design

Objective. To establish the basis of design criteria which determines the boundary conditions for subsequent project design decisions. Establish the structural requirements in support of the overall process configuration from a schematic and spatial configuration. This includes establishing preliminary structural sizing and identification of major equipment and piping layouts, and site constraints that will affect the structural configuration and design. Develop structural design to the 30% design level and coordinate general arrangement drawings with other disciplines.

Approach: Develop the following elements:

- Structural design criteria
- Major structural components depicted on general arrangement drawings
- Coordinate Process Mechanical/Structural requirements for major equipment and advise appropriate methods of rehabilitation and modifications
- Summarize all proposed site improvements and new facilities for inclusion in Digester Mixing and Digester Floating Cover TMs

Pueblo Responsibilities:

- Review 30% Design submittal

Deliverables:

- Structural Drawings including General Notes, Legends, and General Arrangement Plan Sheets

Task 853: Process Mechanical Design

Objective. To develop the overall process configuration from a schematic and spatial configuration for the proposed improvements. To finalize process calculations and parameters for equipment sizing and locating proposed improvements within the existing Digester Building. To develop general arrangement drawings to the preliminary design level. Coordinate with other disciplines to show key discipline components on the general arrangement drawings. Major discipline models have been developed.

Approach. Develop the following elements:

- Develop design criteria
- Major equipment type and preliminary model selections made for use in laying out equipment
- P&IDs developed to indicate major process lines and mechanical equipment
- Coordinate major utilities with civil discipline
- Coordinate model development
- Develop control narratives and coordinate with I&C engineers on instrumentation requirements
- Develop initial pump selections and a list of digester cover manufacturers
- Prepare description summary of design criteria and equipment sizing for inclusion in Digester Mixing and Digester Floating Cover TMs

Pueblo Responsibilities:

- Review 30% Design Submittal
- Provide input on pump selection and digester cover preferences

Deliverables:

- P&IDs (mechanical aspect only)
- General arrangement plans and select sections showing major equipment and key piping

Task 854: Electrical Design

Objective: To develop electrical design for providing power to the proposed digester mixing system from the existing digester electrical room. Coordinate discipline-specific requirements with other disciplines.

Approach. Develop the following elements:

- Determine preliminary service loads for all new equipment and evaluate capacity of existing electrical system
- Preliminary layout of electrical room and area space including power distribution
- Prepare description summary of available power from existing digester electrical room and power supply for proposed digester mixing system for inclusion in Digester Mixing and Digester Floating Cover TMs

Pueblo Responsibilities:

- Review 30% Design submittal

Deliverables:

- Power one-line diagrams (power distribution)
- Site electrical power plan drawings

Task 855: Instrumentation Design

Objective: To develop instrumentation design to the 30% design level, develop draft process and instrumentation diagrams (P&IDs) supporting the replacement of the floating digester covers and digester mixing system and the existing network cabling connecting the local control system with the existing facility. Coordinate discipline-specific requirements with the other design disciplines and coordinate draft construction sequencing plan.

Approach. Determine scope of new process instrumentation, system network and local control system requirements and provide draft design process and instrumentation diagrams (P&IDs) and TM edits supporting the 30% Design.

Pueblo Responsibilities:

- Review 30% Design submittal

Deliverables:

- Draft Process and Instrumentation Diagrams (P&IDs)
- Control system block diagram

Task 856: Digester Mixing TM Preparation

Objective. Prepare the Digester Mixing Technical Memorandum (TM) submittal.

Approach. Consultant will submit a PDF of the draft TM and a PDF of the final TM, updated with Pueblo WW review comments. A one (1) hour virtual meeting to discuss the TM review comments will be conducted to describe the TM's findings, discuss comments, and agree to the proposed approach for the digester mixing system.

Pueblo Responsibilities:

- Review draft TM and provide consolidated review comments
- Coordinate interaction with Pueblo Building Department and Fire Marshal for design review
- Attend TM review meeting

Deliverables:

- Draft and Final TM
- TM review meeting agenda and minutes

Task 857: Digester Floating Cover TM Preparation

Objective. Prepare the Digester Floating Cover Technical Memorandum (TM) submittal.

Approach. Prior to preparation of the TM, Consultant will visit the site to perform an assessment of the volume of digester gas escaping the existing digesters. Consultant will submit a PDF of the draft TM and a PDF of the final TM, updated with Pueblo WW review comments. A one (1) hour virtual meeting to discuss the TM review comments will be conducted to describe the TM's findings, discuss comments, and agree to the proposed approach for the digester covers.

Pueblo Responsibilities:

- Review draft TM and provide consolidated review comments
- Coordinate interaction with Pueblo Building Department and Fire Marshal for design review
- Attend TM review meeting

Deliverables:

- Draft and Final TM
- TM review meeting agenda and minutes

Task 858: Incoming Electrical Service Improvements

Objective. Elimination of existing fuses and installation of resettable protection devices on the incoming electrical service

Approach. Design bypass of the existing pole-mounted fuses and interrupters on each of the incoming 13.2kV electrical service feeds. Design new pad-mounted vacuum interrupters on each of the incoming 13.2kV electrical service feeds. This will include intercepting the underground conduits from the poles to the existing plant main switchgear and re-routing them to the new pad-mount interrupters, as well as connecting the interrupters to the plant network for monitoring. Perform a targeted coordination study of the existing 13.2kV distribution system, from the two electrical services up to primaries of the plant's (8) existing 13.2kV to 480V transformers and recommend changes to fuse sizes to improve coordination to the extent possible, or potential improvements for a separate future project to improve coordination. This coordination effort would be related to the recently discovered utility issues. A separate coordination study, short-circuit study

and arc flash analysis will still be part of the work by the construction contractor as part of the overall construction package that includes the new P4 equipment.

Pueblo Responsibilities:

- Coordinate with BC and review the Technical Specification

Deliverables:

- Technical Specification for the Interrupters

Phase 300 – 75% Design Digester Floating Cover Replacement and Mixing System

Amendment No. 1 includes modification to the scope of this Phase.

The 300 Series tasks are for effort required to advance the design from the 30% design level to final design, ready for public bidding of the Project. This will be accomplished with a milestone deliverable at 75% design. After addressing comments from the 75% design submittal, the design will be finalized and subsequently merged with the other construction packages for bidding.

Discipline specific tasks include effort associated with QA/QC, construction sequencing, and internal Project Team meetings. Internal Project team meetings will occur bi-weekly.

Specific assumptions that apply to all detailed design phases include the following:

- Decisions logged in the 30% Design phase will be followed in the detailed final design tasks. Decisions that are changed or altered drastically will be addressed by amendment if necessary.
- Because at this time the exact nature of the 30% design outcomes is not known, the detailed final design scope is based on assumption that a new “jet” style pumped mixing system will be designed.

Discipline specific tasks, such as Civil, Structural, etc., include effort associated with QA/QC, construction sequencing, and internal Project Team meetings. Internal Project team meetings will occur weekly during the 75% Design Phase.

Additionally, the following meetings with Pueblo WW are included within the discipline specific tasks:

- **75% Design Review Meeting.** Consultant will conduct a 2-hour virtual meeting with Pueblo WW staff to review the 75% design drawings and specifications.

Task 301: Civil Design

Objective. To develop a final overall site layout, including all process/yard piping, earthwork, and drainage, and to coordinate these concepts with the other design disciplines as needed.

Approach. To develop the following elements:

- Complete and final Civil 3D models of proposed features
- Final drawings as identified in the preliminary drawing list
- Final specifications

Pueblo Responsibilities:

- Review 75% Design Submittal
- Confirm site utility features through field locates or other methods where there is reasonable expectation the base map drawings may require additional information or verification

- Provide site survey data as needed to inform design

Deliverables:

- Civil drawings as identified in the preliminary drawing list
- Civil technical specifications

Task 302: Structural Design

Objective: Provide the structural design up to and including final drawings and specifications for public bidding of the Project.

Approach. Structural drawings will be based on as-built drawings of the existing facilities, structural calculations, and new/existing background. The controlling code will be the 2021 International Building Code with local amendments. Structural drawings and specifications will be prepared for the expected incidental design details and one (1) new metal stairway adjacent to the Gas Recovery Room.

Pueblo Responsibilities:

- Review 75% Design Submittal

Deliverables:

- Structural drawings and standard details
- Structural technical specifications

Task 303: Process Mechanical Design

Objective. To prepare process and instrumentation documents and mechanical design documents up to and including 75% drawings and specifications for public bidding of the Project.

Approach. This task consists of all work necessary for completion of the P&IDs included in the design of the digester covers and mixing system. P&ID drawings will be based on as-built drawings of the existing facilities, engineering calculations, and the characteristics of new process equipment needed for this Project. This task also includes process design, equipment sizing and selection, process piping layout, and the final mechanical plan views, mechanical sections and details, and completed specifications. This amendment will include the design of Digester Gas Flow monitoring.

Pueblo Responsibilities:

- Review 75% Design Submittal
- Provide all necessary shop drawings, submittals, records, and operation and maintenance information necessary to establish the facility conditions that the mechanical design is based on.

Deliverables:

- Process and Instrumentation Diagrams
- Process mechanical drawings, specifications, and standard details

Task 304: Electrical Design

Objective. Prepare electrical design drawings and specifications up to and including 75% drawings and specifications for public bidding of the Project.

Approach. The scope of this task consists of all work necessary to prepare all electrical power improvements for the digester covers and mixing system design and MCC replacement, including all raceway and cable

schedules, and control schematics with reference to I&C specified process instrumentation and control devices. Electrical design drawings will include plans, one-line diagrams, electrical conduit and conductor schedules, and electrical construction details. Electrical plan drawings will show equipment locations and associated cable or raceways and indicate equipment connections as home-run type symbols with reference to which motor control center or electrical panel that a cable is to be connected. Specific activities are as follows:

- Review the general and mechanical design requirements
- Determine power requirements as needed
- Prepare one-line diagrams for the plant distribution systems
- Complete motor and control schematics for all electrical devices external to vendor-supplied equipment
- Develop electrical drawings, including site plans, power and instrumentation plans, lighting & receptacle plans, and grounding plans
- Develop raceway and cable and panel schedules
- Develop electrical specifications

Pueblo Responsibilities:

- Review 75% Design submittal
- Supply current as-built drawings for all buried and exposed power supply cables, duct banks, raceways, instrument cables, communication cabling, yard piping, process piping, and structures at the plant

Deliverables:

- Electrical drawings, specifications, and standard details

Task 305: Instrumentation Design

Objective. To develop 75% design process instrumentation and controls drawings and technical specifications, supporting the full replacement of the existing floating digester covers, new process instrumentation, and new pumping system and ACP replacement. Process replacement will include use of the existing local controller and network connection back to the facility's existing SCADA system.

Approach. The scope of this task consists of all work necessary to develop the instrumentation and controls construction documents for the digester cover and mixing system design and ACP replacement. Specific activities are as follows:

- Finalize P&IDs with process mechanical discipline
- Write narrative descriptions of control strategies and sequences
- Specify sensors and instruments to be used and coordinate with electrical for hazardous environments requirements
- Complete drafting of instrumentation and control system drawings, including symbol and detail sheets
- Provide installation details for I&C equipment
- Provide final control system network diagrams
- Develop technical specifications for control system hardware and software requirements
- Provide specification coordination within electrical and mechanical equipment sections

Pueblo Responsibilities:

- Review 75% Design Submittal

Deliverables:

- Instrumentation drawings, specifications, and standard details

Task 306: Architectural Design

Objective. To develop 75% Architectural design.

Approach. The scope of this task consists of all work necessary to develop the Architectural construction documents for the digester cover and mixing system design. Specific activities are as follows:

- Addition of a stair to exit the gas handling room.
- Code verification.
- Replacement of door hardware for new egress requirements.

Pueblo Responsibilities:

- Provide preferred door hardware style and manufacturer as appropriate.
- Review 75% Design Submittal

Deliverables:

- Architectural drawings, specifications, and standard details

Task 307: Building Mechanical Design

Objective. To develop 75% Building Mechanical design. Provide adequate heating, ventilation and air conditioning for the increased electrical equipment heat load. Ensure all spaces meet NFPA 820 and IMC requirements.

Approach. Create EnergyPro model of electrical room. Calculate required coil sizing to provide adequate cooling to maintain electrical room below 85°F. Review NFPA 820 and IMC to calculate required airflow rates. Compare existing systems airflow rates to calculated values. Provide new equipment selections as needed to meet all code and standard requirements. Provide new Division 23 specifications for all new equipment.

Pueblo Responsibilities:

- Review 75% Design Submittal

Deliverables:

- Building Mechanical drawings, specifications, and standard details

Phase 400 – 90% Dewatering Polymer System Verification and Revisions

Amendment No. 1 includes modification to the scope of this Phase.

The 400 Series tasks are for effort required to extract the dewatering polymer drawings and technical specifications from the "2017 Upgrades and Rehab Project", validate the existing design documentation completed several years ago against the current vendor scope of supply and applicable Codes, and make necessary revisions to the Dewatering Polymer System design documentation in preparation for bidding.

Specific assumptions that apply to this series of tasks include:

- Revisions to the previous design documentation will be minimal in nature, reflecting only minor adjustments to the vendor's scope of supply. If for any reason the revisions are substantial in nature then this will be addressed by amendment, if necessary.
- Revisions to the previous design documentation, will be minimal reflecting only minor adjustments to applicable codes. If for any reason the revisions are substantial in nature then this will be addressed by amendment, if necessary.

Discipline specific tasks, such as Civil, Structural, etc., include effort associated with QA/QC, construction sequencing, and internal Project Team meetings. Internal Project team meetings will occur weekly during the 90% Design Phase.

Additionally, the following meeting with Pueblo WW is included within the discipline specific tasks:

- **90% Design Review Meeting.** Consultant will conduct a 2-hour virtual meeting with Pueblo WW staff to review the 90% design drawings and specifications.

Task 401: Structural Design

Objective. Extract structural design documentation (technical specifications and drawings) from the "2017 Upgrades and Rehab Project", "The Phase 4 Plant Electrical Improvements", and provide structural design documentation, including final drawings and specifications for bidding.

Approach. Structural drawings and technical specifications will be based on the applicable design documents from the "2017 Upgrades and Rehab Project" and "The Phase 4 Plant Electrical Improvements". Design drawings and technical specifications will be updated based on vendor supply and the latest edition of the International Building Code with local amendments. Structural drawings and specifications will be prepared for slabs, structural steel, concrete reinforcement, anchor bolts, bracing, miscellaneous metals, and other structural aspects of any new/existing facilities associated with the dewatering polymer system improvements.

Pueblo Responsibilities:

- Review 90% Design Submittal

Deliverables:

- Structural drawings, specifications, and standard details

Task 402: Process Mechanical Design

Objective. Extract process mechanical design documentation (technical specifications and drawings) from the "2017 Upgrades and Rehab Project", "The Phase 4 Plant Electrical Improvements", and provide the process mechanical design documentation, including final drawings and specifications for bidding.

Approach. Process mechanical drawings and technical specifications will be based on the applicable design documents from the "2017 Upgrades and Rehab Project", "The Phase 4 Plant Electrical Improvements". Design drawings and technical specifications will be updated based on vendor supply. Process mechanical drawings and specifications will be prepared for components associated with the dewatering polymer system improvements.

Pueblo Responsibilities:

- Review 90% Design Submittal.

Deliverables:

- Process and Instrumentation Diagrams
- Process mechanical drawings, specifications, and standard details

Task 403: Electrical Design

Objective. Extract electrical design documentation (technical specifications and drawings) from the "2017 Upgrades and Rehab Project", "The Phase 4 Plant Electrical Improvements", and provide the electrical design documentation, including final drawings and specifications for bidding. Final design will be completed for the electrical power improvements for the digester covers and mixing system design and MCC replacement.

Approach. Electrical drawings and technical specifications will be based on the applicable design documents from the "2017 Upgrades and Rehab Project" and "The Phase 4 Plant Electrical Improvements". Design drawings and technical specifications will be updated based on vendor supply and applicable Codes such as the latest version of the National Electric Code (NEC). Electrical drawings and specifications will be prepared for components associated with the dewatering polymer system improvements.

Pueblo Responsibilities:

- Review 90% Design Submittal

Deliverables:

- Final Electrical drawings, specifications, and standard details

Task 404: Instrumentation Design

Objective. Extract instrumentation design documentation (technical specifications and drawings) from the "2017 Upgrades and Rehab Project", "The Phase 4 Plant Electrical Improvements", and provide the instrumentation design documentation to 90% design drawings and specifications for bidding. Final design will be completed for the electrical power improvements for the digester covers and mixing system design and ACP replacement.

Approach. Instrumentation drawings and technical specifications will be based on the applicable design documents from the "2017 Upgrades and Rehab Project" and "The Phase 4 Plant Electrical Improvements". Design drawings and technical specifications will be updated based on vendor supply and applicable Codes. Instrumentation drawings and specifications will be prepared for components associated with the dewatering polymer system improvements.

Pueblo Responsibilities:

- Review 90% Design Submittal

Deliverables:

- Final Instrumentation drawings, specifications, and standard details

Task 405: Architectural Design

Objective. To evaluate and document the relocation of an existing egress door in compliance with applicable building and life safety codes. The scope includes a code review to determine whether the relocation is required by code or is being pursued at the owner's discretion. The ultimate goal is to ensure that the new egress configuration meets all regulatory requirements while aligning with the owner's functional and design preferences.

Approach. Code Review: Perform a detailed review of applicable codes to determine if relocation is required due to code, and minimum requirements for the new egress location (travel distance, door swing, exit signage, lighting, etc.).
Owner Coordination: Coordinate with the owner to understand their intent and preferences for the new door location.

Design and Documentation: Prepare drawings showing the proposed relocation and identify any structural, architectural, or MEP impacts.

Permitting and Compliance: Coordinate with the local authority having jurisdiction (AHJ) to confirm code interpretations and permitting requirements and assist in preparing documentation for permit submission, if required.

Pueblo Responsibilities:

- Review Final Design Submittal
- Determine if new egress door is required per district needs.

Deliverables:

- Architectural drawings, specifications, and standard details

Task 406: Building Mechanical Design

Objective. Produce Final design. To finalize equipment sizing, selection and layout based on any changes from the 75% design review. Provide updated specifications and project details.

Approach. Review and address all client comments. Coordinate with other disciplines to ensure any changes to the design are shown. Have Building Mechanical load calculations reviewed and signed off on. Update drawings with appropriate changes and provide Building Mechanical details as needed.

Pueblo Responsibilities:

- Review Final Design Submittal

Deliverables:

- Building Mechanical drawings, specifications, and standard details

Phase 500 – Bidding Services

Amendment No. 1 includes modification to the scope of this Phase.

The 500 Series tasks are for effort required to prepare and consolidate the three independent design packages into a single package "Bid Set" for public bidding of the project and provide bidding assistance to Pueblo WW, including issuance of bid documents, preparation, and issuance of RFIs/Addenda, and bid evaluation.

Task 501: Bid Document Preparation and Consolidation

Objective. Prepare and consolidate design documentation prepared in Phases 200, 300 and 400 into a single bid package and prepare bid document submittals.

Approach. Prepare the following elements:

- Final design drawings and specifications submitted to Pueblo WW for review
- Pueblo WW review comments incorporated into Bid Set submittal
- Integrate Pueblo WW supplied front-end documents into Bid Set

Pueblo Responsibilities:

- Review Final Design Submittal drawings and specifications
- Advertising and bidding of Project

Deliverables:

- Final Design Submittal, drawings, and specifications
- Bid Set documents, drawing and specifications, referred to as Project Manual

Task 502: Bid Period Services

Objective. To assist Pueblo WW with bidding the Project.

Approach. Prepare the following elements:

- Prepare up to three (3) addenda for Pueblo WW as required prior to bid closing
- Attend and participate in pre-bid conference
- Respond to bidder questions during bid period
- Allot up to eighty ~~(80)~~ (100) engineering hours to respond to bidders' questions and update design documentation (specifications and drawings) to include all disciplines, as needed
- Allot up to forty (40) engineering hours to assist Pueblo WW in bid evaluations

Pueblo Responsibilities:

- Lead efforts to electronically distribute plans and specifications and addenda to prospective bidders and maintain the plan holder's list
- Perform bid evaluations

Deliverables:

- Pre-bid conference agenda and meeting minutes
- Preparation of up to three (3) addenda and submit IFC set
- Letter and supporting documentation to Pueblo WW recommending award to successful bidder

Phase 600 – Supplemental Services and Contingency

The 600 Series tasks are included for effort required to assist Pueblo WW in performing supplemental engineering services for any out of scope arising from unforeseen conditions.

Task 601: Supplemental Services

Objective. Assist Pueblo WW in performing out of scope services directed by Pueblo WW.

Upon written authorization by Pueblo WW and mutual agreement on scope and fee, Consultant shall provide supplemental services as needed for the design of additional features for this Project. Supplemental services are as defined by Pueblo WW.

Task 602: Contingency

Objective. Assist Pueblo WW in performing out of scope services arising from unknown conditions.

Upon written authorization by Pueblo WW and mutual agreement on scope and fee, Consultant shall utilize contingency funds as needed for the Design of this Project. Contingency funds may cover additional effort required beyond the assumptions in this scope of work due to unknown conditions.

Attachment B

Fee Schedule

Excerpt from Consultant Proposal dated August 2025, Page 25

Phase	Task	Phase / Task Description	Mike Robinson	Kathy Schaefer	Keri Lehrbach	Jennifer Short	Dawn Vail	Kevin Kell	Abbi Dorn	Tina Rosellini	Peter Schanen	Jerry Simon	Frank Bellanca	Sowmya Bolar	Evan Stiltner	Sue Caplan	Pete Chapman	Lia Bruce	Libby McKenna	Derek Kvin	John Wills	Trung Le	Jacob Cox	Robert Lewis	Nicholas Ung	Sarah Jaradeh	Nick Roberts	Siddhi Kulkarni	Dawn Vail	Matthew Pogatetsen	Mingli Koh	Keith Lehrbach	Sam Mallove	I&C CAD	Randy Bowden	Dalia Ivon	Paige Vian	Mark J. Robinson	Scott Sandifer	William Appler	Scott Turner	David Sharpe	Joe Sienes	Dominic Dalia	Dan Stuart	Dylan Bunn	Reggie Simmons	Total Labor Hours	Labor Effort	Equipment Supplies & Shipping	Travel Costs	Subtotal ODCs	APC	SUB	Contingency	Subconsultant and ODC Markup	Subtotal Markup	Total Effort
			Principal In Charge	Project Mgr	Project Analyst	Biller	Word Processing	Design Mgr	Civil SME	Civil Eng	Civil Designer	Struct SME	Sr Struct Eng	Jr Struct Eng	Struct Designer	Proc Mech SME	Proc Mech SME	Sr Proc Mech Eng	Jr Proc Mech Eng	Proc Mech Designer	Process SME	Jr Process Eng	Elect SME	Sr Elect Eng	Elect CAD	Jr Elect Eng	Elect Designer	Elect CAD	Elect Admin	I&C SME	Sr I&C Eng	Jr I&C Eng	I&C Designer	I&C CAD	BIM SME	Sr BIM	Jr BIM	BIM Designer	BIM DB Spt	Cost Est. SME	Sr Cost Est	Jr Cost Est.	SME Architect	Architect	HVAC SME	HVAC	HVAC Designer														
			$305.00	$247.00	$137.00	$158.00	$107.00	$269.00	$269.00	$229.00	$183.00	$295.00	$247.00	$137.00	$203.00	$295.00	$247.00	$203.00	$158.00	$183.00	$305.00	$229.00	$269.00	$158.00	$137.00	$158.00	$203.00	$183.00	$107.00	$269.00	$158.00	$158.00	$229.00	$183.00	$229.00	$203.00	$183.00	$183.00	$229.00	$247.00	$247.00	$229.00	$247.00	$203.00	$269.00	$158.00	$183.00													
		P5.1 Change Order - Additional Hours																																																											
300		**75% Design - Digester Cover & Mixing System**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**10**	**64**	**55**	**0**	**12**	**0**	**0**	**5**	**0**	**0**	**0**	**57**	**0**	**38**	**35**	**0**	**0**	**20**	**56**	**55**	**54**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**22**	**24**	**20**	**87**	**33**	**315**	**$119,259.00**	**$0.00**	**$700.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$119,959.00**
	302	Structural												10	64	55																																129	$22,403.00								$22,403.00
	303	Process Mechanical					1										12			5																												18	$3,986.00								$3,986.00
	304	Electrical Design																						57		38	35			10																		140	$24,805.00		$350.00						$25,155.00
	305	Instrumentation Design																												10	56	55	54																175	$32,594.00		$350.00						$32,944.00
	306	Architectural																																										22	24				46	$10,306.00								$10,306.00
	307	Building Mechanical																																											20	87	33	140	$25,165.00								$25,165.00
400		**90% Dewatering Polymer System , Digesters, and P4 (Full Drawing Set)**	**0**	**0**	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**6**	**42**	**36**	**0**	**8**	**0**	**0**	**3**	**0**	**0**	**0**	**38**	**0**	**26**	**23**	**0**	**0**	**12**	**37**	**36**	**36**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**14**	**16**	**13**	**58**	**22**	**208**	**$78,463.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$78,463.00**
	401	Structural											6	42	36																																84	$14,544.00								$14,544.00
	402	Process Mechanical					1										8			3																												12	$2,632.00								$2,632.00
	403	Electrical Design																						38		26	23			6																		93	$16,395.00								$16,395.00
	404	Instrumentation Design																												6	37	36	36																115	$21,392.00								$21,392.00
	405	Architectural																																										14	16				30	$6,706.00								$6,706.00
	406	Building Mechanical					1																																						13	58	22	94	$16,794.00								$16,794.00
500		**Bidding Services**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**28**	**28**	**20**	**96**	**$19,676.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$19,676.00**
	501	Bid Documents Preparation & Consolidation (IFB)																																										20	20	20	20	80	$16,260.00								$16,260.00
	502	Bid Period Services																																											8	8		16	$3,416.00								$3,416.00
		Change Order Amount	0	0	0	0	3	0	0	0	0	0	16	106	91	0	20	0	0	8	0	0	0	95	0	64	58	0	0	32	93	91	90	0	0	0	0	0	0	0	0	0	36	40	33	145	55	619	**$217,398.00**								**$218,098.00**

Attachment C

Work Schedule

Excerpt from Consultant Proposal dated August 2025, Page 2

The delivery schedule has been modified as follows:

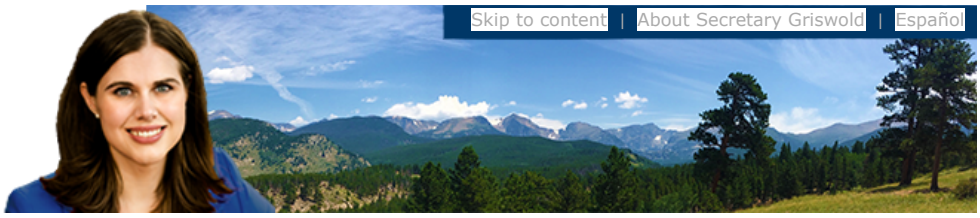
Submittal	Due Date
Intermediate Design	November 2025
Final Design	February 2026
IFB/IFC	March 2026 (estimated)

Additional Information for Amendment

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)



Summary

For this Record...

Filing history and documents
Get a certificate of good standing
File a form

Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Business Home

Business Information
Business Search

FAQs, Glossary and Information

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

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

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

Back

Terms & conditions | Accessibility statement | Browser compatibility

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

BROWN AND CALDWELL, INC.

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/26/2025 that have been posted, and by documents delivered to this office electronically through 08/28/2025 @ 14:59:39 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/28/2025 @ 14:59:39 in accordance with applicable law. This certificate is assigned Confirmation Number 17637684 .

Jena Griswold

Secretary of State of the State of Colorado

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

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

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

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

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

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

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

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

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

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

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

Company Name: Brown and Caldwell

Authorized Signature: Michael J Thorstenson Title: Vice President

Printed Name: Michael J Thorstenson Date: 9/5/2025

CERTIFICATE OF LIABILITY INSURANCE

5/31/2026

DATE (MM/DD/YYYY)
5/13/2025

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 Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1051212 BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES AND AFFILIATES 201 NORTH CIVIC DRIVE, SUITE 300 WALNUT CREEK CA 94596	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Fire Insurance Company — 19682 **INSURER B :** Hartford Accident and Indemnity Company — 22357 **INSURER C :** Lloyds of London **INSURER D :** Twin City Fire Insurance Company — 29459 **INSURER E :** Hartford Underwriters Insurance Company — 30104 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 20783721 **REVISION NUMBER:** XXXXXXX

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** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	N	37CSEQU1172	5/31/2025	5/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A E A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	37CSEQU1173 37CSEQU1174 37CSEQU1175	5/31/2025 5/31/2025 5/31/2025	5/31/2026 5/31/2026 5/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
B D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	37WNQU1170 37WBRQU1171	5/31/2025 5/31/2025	5/31/2026 5/31/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	PROFESSIONAL LIABILITY	N	N	LDUSA2500482	5/31/2025	5/31/2026	$1,000,000 PER CLAIM & AGGREGATE	

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

CERTIFICATE HOLDER

20783721
PUE-26
CITY OF PUEBLO
ATTN: TERESA BURNS
230 S MECHANIC STREET
PUEBLO CO 81003

CANCELLATION See Attachments

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.

RE: BC SID 151164 PN 195746 – #23-130: DIGESTOR COVERS AND MIXING SYSTEM. CITY Of PUEBLO, ITS OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND THIS COVERAGE IS PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. THIRTY DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER WITH RESPECT TO THE GENERAL LIABILITY, AUTO LIABILITY, WORKERS' COMPENSATION/EMPLOYER'S LIABILITY AND PROFESSIONAL LIABILITY POLICIES. TEN (10) DAYS NOTICE WILL BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.

Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES
Policy Number: 37CSEQU1172
Policy Term: 5/31/2025 to 5/31/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT OR AGREEMENT - OPTION II

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Designated Project(s) or Location(s) of Covered Operations:
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above with whom you agreed in a written contract or written agreement to provide insurance such as is afforded under this policy, but only to the extent that such person or organization is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. Your acts or omissions or the acts or omissions of those acting on your behalf:
   a. In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
   b. In connection with your premises owned by or rented to you and shown in the Schedule; or
   c. In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:
      1. The written contract or agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
      2. This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

2. The acts or omissions of the additional insured in connection with their general supervision of your operations at the projects or locations designated in the Schedule.

A. The insurance afforded to these additional insureds applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to the execution of such written contract or written agreement; and
3. Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

B. With respect to the insurance afforded to the additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; and

2. Supervisory, inspection, architectural or engineering activities.

A. Limits of Insurance

With respect to insurance provided to the additional insured shown in the Schedule, Paragraph 8. How Limits of Insurance Apply To Additional Insureds in **Section III - Limits of Insurance** does not apply.

B. Duties Of Additional Insureds In The Event Of Occurrence, Offense, Claim Or Suit

The Duties Condition in **Section IV - Conditions** is replaced by the following and applies to the additional insured shown in the Schedule:

1. Notice Of Occurrence Or Offense

The additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

a. How, when and where the "occurrence" or offense took place;
b. The names and addresses of any injured persons and witnesses; and
c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. Notice Of Claim

If a claim is made or "suit is brought" against the additional insured, the additional insured must:

a. Immediately record the specifics of the claim or "suit" and the date received; and
b. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. Assistance And Cooperation Of The Insured

The additional insured must:

a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
b. Authorize us to obtain records and other information;
c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. Obligations At The Additional Insureds Own Cost

No additional insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to the additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

6. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs 1. and 2. apply to the additional insured only when such "occurrence", offense, claim or "suit" is known to:

a. The additional insured that is an individual;
b. Any partner, if the additional insured is a partnership;
c. Any manager, if the additional insured is a limited liability company;
d. Any "executive officer" or insurance manager, if the additional insured is a corporation;
e. Any trustee, if the additional insured is a trust; or
f. Any elected or appointed official, if the additional insured is a political subdivision or public entity.

C. Other Insurance

With respect to insurance provided to the additional insured shown in the Schedule, the Other Insurance Condition **Section IV - Conditions** is replaced by the following:

1. Primary Insurance

a. Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary we will share with all that other insurance by the method described in **3.** below.

b. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs a. and b. do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in paragraph 2. below.

2. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

a. Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

b. Premises Rented to You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

c. Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

d. Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

e. Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury Or Property Damage Liability; or

f. When You Are Added As An Additional Insured To Other Insurance

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method of Sharing

If all other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Named Insured: Brown and Caldwell

Carrier: Hartford Fire Insurance Company

Policy Number: 37CSEQU1172

Policy Term: 5/31/2025 - 5/31/2026

Primary and Non-Contributory Policy Language

Section IV – Commercial General Liability Conditions

2. Duties in the Event of Occurrence, Offense, Claim or Suit

e. Additional Insureds Other Insurance

If we cover a claim or “suit” under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or “suit” to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured’s own insurance.

Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES
Carrier: Hartford Accident and Indemnity Company & Twin City Fire Insurance Company
Policy Number: 37WNQU1170 and 37WBRQU1171
Policy Term: 5/31/2025 to 5/31/2026

Waiver of Our Right to Recover From Others Endorsement

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 shall not operate to directly or indirectly benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us.

BROWN AND CALDWELL

CARRIER: LLOYD'S OF LONDON
POLICY NUMBER: LDUSA2500482
EFFECTIVE: 5/31/2025 - 5/31/2026
AM BEST NUMBER: 085202
AM BEST RATING: A+ XV

LLOYD'S SYNDICATES:

LLOYD'S SYNDICATES:	ALIEN ID Number:
Renassiance Re #1458	AA-1120102
Munitus #7805	AA-1120067
Faraday #435	AA-1126435
Hamilton #4000	AA-1126005
Liberty #4472	AA-1126006

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $154,958.88 TO LG CONTRACTORS, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-074, CONCRETE IMPROVEMENTS - PUEBLO TRANSIT CENTER, SETTING FORTH $23,250 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Lg Contractors, LLC., for Project No. 25-074, Concrete Improvements - Pueblo Transit Center.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of ADA Curb Ramps, Curb and Gutter, and 4" Stamped Colored Concrete at the Pueblo Transit Center. The Resolution awards the Construction Contract to Lg Contractors, LLC.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $178,208.88 will be paid from Account Project No. PT2101 FY2020 5307 - PM Facilities

BOARD/COMMISSION RECOMMENDATION:

None.

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STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-074 Bid Summary

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

RESOLUTION NO. 16122

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $154,958.88 TO LG CONTRACTORS, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-074, CONCRETE IMPROVEMENTS - PUEBLO TRANSIT CENTER, SETTING FORTH $23,250 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 25-074, Concrete Improvements - Pueblo Transit Center have been received and examined; and,

WHEREAS, the proposal of Lg Contractors, LLC., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-074 Concrete Improvements - Pueblo Transit Center to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-074, Concrete Improvements - Pueblo Transit Center, to be performed, and the contract for said project is hereby awarded to Lg Contractors, LLC., in the amount of $154,958.88.

SECTION 2.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest 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……$23,250.00

SECTION 4.

Funds for Project No. 25-074 (including contingencies and additional work), in the amount of $178,208.88 shall be from Account Project No. PT2101, FY2020 5307 - PM Facilities.

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.

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

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

EVALUATION TABULATION

IFB No. 25-074 (PT2101)

Concrete Improvements - Pueblo Transit Center

RESPONSE DEADLINE: August 27, 2025 at 10:00 am
Report Generated: Wednesday, August 27, 2025

VENDOR TOTALS

Vendor	Total
Lg Contractors	$154,958.88
Cedar Ridge Landscape, Inc	$193,261.00
Baha Construction, Inc.	$239,641.00
Finsterwald Landscaping and Irrigation	$265,685.55
MONTANO CONCRETE CORP	$273,142.00

BASE BID

BASE BID					Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Finsterwald Landscaping and Irrigation		Lg Contractors		MONTANO CONCRETE CORP	
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 Brick Pavers	3534	S.F.	$2.00	$7,068.00	$2.25	$7,951.50	$3.79	$13,393.86	$3.00	$10,602.00	$2.00	$7,068.00
X	2	Remove Asphalt	284	S.F.	$5.00	$1,420.00	$2.00	$568.00	$3.50	$994.00	$5.00	$1,420.00	$18.00	$5,112.00
X	3	Remove Curb and Gutter	402	L.F.	$6.00	$2,412.00	$9.00	$3,618.00	$13.80	$5,547.60	$3.00	$1,206.00	$23.00	$9,246.00
X	4	Remove Concrete	2051	S.F.	$4.00	$8,204.00	$1.50	$3,076.50	$3.07	$6,296.57	$3.00	$6,153.00	$7.00	$14,357.00
X	5	Remove Reinforced Concrete	841	S.F.	$5.00	$4,205.00	$2.50	$2,102.50	$3.87	$3,254.67	$3.50	$2,943.50	$10.00	$8,410.00
X	6	Remove Sidewalk drain	24	L.F.	$10.00	$240.00	$10.00	$240.00	$14.86	$356.64	$100.00	$2,400.00	$30.00	$720.00
X	7	Construct 4" Stamped Colored Concrete	3280	S.F.	$16.50	$54,120.00	$18.00	$59,040.00	$15.37	$50,413.60	$15.00	$49,200.00	$21.00	$68,880.00
X	8	Construct Curb and Gutter	402	L.F.	$45.00	$18,090.00	$38.00	$15,276.00	$52.12	$20,952.24	$30.00	$12,060.00	$47.00	$18,894.00
X	9	Construct 4" Concrete	4462	S.F.	$12.00	$53,544.00	$8.50	$37,927.00	$10.73	$47,877.26	$4.99	$22,265.38	$8.00	$35,696.00

BASE BID					Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Finsterwald Landscaping and Irrigation		Lg Contractors		MONTANO CONCRETE CORP	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	10	Construct 6" Concrete	860	S.F.	$14.00	$12,040.00	$12.00	$10,320.00	$11.44	$9,838.40	$7.00	$6,020.00	$26.00	$22,360.00
X	11	Construct 7" Reinforced Concrete	841	S.F.	$17.00	$14,297.00	$15.50	$13,035.50	$12.68	$10,663.88	$10.00	$8,410.00	$28.00	$23,548.00
X	12	Construct Asphalt Roadway Patch	284	S.F.	$17.00	$4,828.00	$9.00	$2,556.00	$11.02	$3,129.68	$11.00	$3,124.00	$15.00	$4,260.00
X	13	Repair Brick Planter Beds	114	L.F.	$12.00	$1,368.00	$30.00	$3,420.00	$65.47	$7,463.58	$35.00	$3,990.00	$24.00	$2,736.00
X	14	Install Sidewalk Drain	24	L.F.	$70.00	$1,680.00	$100.00	$2,400.00	$198.00	$4,752.00	$25.00	$600.00	$190.00	$4,560.00
X	15	Install 24" X 24" Tactile Band	6	EA.	$375.00	$2,250.00	$240.00	$1,440.00	$276.41	$1,658.46	$325.00	$1,950.00	$200.00	$1,200.00
X	16	Install 15' Radial Tactile Band (PN 700615)	30	EA.	$475.00	$14,250.00	$280.00	$8,400.00	$351.93	$10,557.90	$340.00	$10,200.00	$225.00	$6,750.00
X	17	Install 17' 6" Radial Tactile Band (PN 700617)	8	EA.	$475.00	$3,800.00	$290.00	$2,320.00	$391.55	$3,132.40	$340.00	$2,720.00	$225.00	$1,800.00

BASE BID					Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Finsterwald Landscaping and Irrigation		Lg Contractors		MONTANO CONCRETE CORP	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	18	Install 25' Radial Tactile Band (PN 700625)	7	EA.	$525.00	$3,675.00	$290.00	$2,030.00	$351.93	$2,463.51	$345.00	$2,415.00	$225.00	$1,575.00
X	19	Install 30' Radial Tactile Band (PN 700631)	10	EA.	$475.00	$4,750.00	$290.00	$2,900.00	$351.93	$3,519.30	$350.00	$3,500.00	$225.00	$2,250.00
X	20	Install Class 6 Base Materials (Place and Compact)	8	TON	$150.00	$1,200.00	$55.00	$440.00	$115.00	$920.00	$35.00	$280.00	$90.00	$720.00
X	21	Erosion and Sediment Control	1	L.S.	$2,200.00	$2,200.00	$800.00	$800.00	$10,000.00	$10,000.00	$1,500.00	$1,500.00	$10,000.00	$10,000.00
X	22	Traffic Control	1	L.S.	$8,500.00	$8,500.00	$5,000.00	$5,000.00	$22,500.00	$22,500.00	$1,000.00	$1,000.00	$13,000.00	$13,000.00
X	23	Mobilization	1	L.S.	$15,500.00	$15,500.00	$8,400.00	$8,400.00	$26,000.00	$26,000.00	$1,000.00	$1,000.00	$10,000.00	$10,000.00
Total						$239,641.00		$193,261.00		$265,685.55		$154,958.88		$273,142.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	Cedar Ridge Landscape, Inc	Finsterwald Landscaping and Irrigation	Lg Contractors	MONTANO CONCRETE CORP
BID GUARANTEE	Pass	Pass	Fail	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass
SAM.gov REGISTRATION	Pass	Pass	Pass	Fail	Pass
ACKNOWLEDGEMENTS					
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass
FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENT OF PREVAILING WAGES & ADDITIONAL WAGE CLASSIFICATION RESPONSIBILITY	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
FTA Forms					
LOBBYING RESTRICTIONS FORM	Pass	Pass	Pass	Pass	Pass
BIDDER'S CERTIFICATION FOR DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION	Pass	Pass	Pass	Pass	Pass
BIDDER'S BUY AMERICA CERTIFICATION FORM	Pass	Pass	Pass	Pass	Pass

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City Clerk's Office Item # M5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION ESTABLISHING ACCOUNT PROJECT HUAN06 - STREET SAFETY MATERIALS AND TRANSFERRING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $100,000 FROM HUAN01, STREET RESURFACING TO SAID ACCOUNT PROJECT HUAN06

SUMMARY:

Attached is a resolution establishing HUAN06 Street Safety Materials, transferring funds in the amount of $100,000.00 from Account Project HUAN01 to HUAN06 Street Safety Materials

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Public Works Street Maintenance division provides roadway maintenance (snow removal, road winterization, crack sealing, pothole repair, alley maintenance, street sweeping, etc…) to the City of Pueblo. This funds transfer is necessary to purchase the operating supplies used in these efforts. These funds will be used for the purchase of salt, sand, mastic patching materials, crack sealant, and cold mix asphalt patch.

FINANCIAL IMPLICATIONS:

The funds in the amount of $100,000.00 are being transferred from Project HUAN01 to Project Account HUAN06 - Street Safety Materials

BOARD/COMMISSION RECOMMENDATION:

None.

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STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the street maintenance without the funding from HUAN01.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

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RESOLUTION NO. 16123

A RESOLUTION ESTABLISHING ACCOUNT PROJECT HUAN06 - STREET SAFETY MATERIALS AND TRANSFERRING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $100,000 FROM HUAN01, STREET RESURFACING TO SAID ACCOUNT PROJECT HUAN06

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project HUAN06, Street Safety Materials Project, is hereby established.

SECTION 2.

Funds in the amount of $100,000.00 are hereby transferred, budgeted and appropriated from Account Project HUAN01, Street Resurfacing into account Project HUAN06, Street Safety Materials.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

City Clerk's Office Item # M6

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF $58,000 TO COMPASS ARCHITECTURE, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-041 DESIGN FOR MEMORIAL HALL ENTRYWAY ENHANCEMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards a Professional Services Agreement to Compass Architecture, LLC, to render design services for the design of entryway enhancements at Memorial Hall. Compass Architecture, LLC, was determined to be the most responsible bidder and will be awarded a contract in the amount of $58,000.00.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Hall and Memorial Hall is a historically significant venue in the heart of Pueblo, serving as an important civic and cultural gathering space. As public safety concerns continue to evolve, the City recognizes the need to enhance security at the building's main entrance while preserving its architectural character and ensuring seamless public access.

This project is driven by the dual objectives of strengthening access control through modern security screening measures and maintaining the welcoming nature of the facility. By installing a controlled-entry security checkpoint, the City aims to balance safety, efficiency, and historical sensitivity.

The structure should function as a secure yet unobtrusive screening area ensuring that all visitors are appropriately vetted before entering City Hall and Memorial Hall. Integrating access control features with the City's Real Time Crime Center (RTCC) will allow for real-time monitoring and improved incident response capabilities.

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This project involves the design of a structure to serve as a security screening checkpoint integrating state-of-the-art access control measures with the City's Real Time Crime Center (RTCC).

The checkpoint will function as a controlled-entry "sally port" ensuring that all entrants are properly screened before being granted access to the building. In addition to structural modifications, the project will include electrical, HVAC, and telecommunications, along with necessary site improvements to maintain accessibility and historical integrity.

This resolution awards the Professional Services agreement to Compass Architecture, LLC.

FINANCIAL IMPLICATIONS:

Funding in the amount of $58,000.00 will be paid from Project Account CI2507 – City Hall Security Upgrades.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will preclude the City from awarding the contract and proceeding with the design of the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-041 Agreement Design of Memorial Hall Entryway

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

RESOLUTION NO. 16124

A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF $58,000 TO COMPASS ARCHITECTURE, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-041 DESIGN FOR MEMORIAL HALL ENTRYWAY ENHANCEMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the Proposal of Compass Architecture, LLC, for Project No. 25-041 Design of Memorial Hall Entryway Enhancement, has been received and examined; AND,

WHEREAS, the Proposal of Compass Architecture, LLC, was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-041 Design of Memorial Hall Entryway Enhancement to be performed, and the contract for said services is hereby awarded to Compass Architecture, LLC, in the amount of $58,000.00.

SECTION 2.

Funds for said Agreement shall be paid from Project Account CI2507 - City Hall Security Upgrades

SECTION 3.

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

SECTION 4.

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

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A1F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN CITY OF PUEBLO AND
COMPASS ARCHITECTURE, LLC

25-041

DESIGN OF MEMORIAL HALL ENTRYWAY ENHANCEMENTS

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND COMPASS ARCHITECTURE, LLC

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as "City") and Compass Architecture, LLC, a Colorado Limited Liability Company (hereinafter referred to as "Consultant"), a professional architectural firm for Consultant to render certain professional planning, design, architectural, engineering, and related services for City in connection with Bid 25-041 Design of Memorial Hall Entryway Enhancement, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

A. Consultant shall satisfactorily perform professional planning, design, architectural, engineering, and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. This Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP). All of the requirements of the RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1. No requirement in Section 3.3 of the RFP may be excluded in case of conflict between any provision in Section 3.3 of the RFP and this Agreement, the more stringent obligation or responsibility of Consultant shall apply.

B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and designs, drawings, specifications, reports, and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with

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

B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified in Schedule 4 ("Identification of Personnel, Subcontractors, and Task Responsibility") attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, subconsultant, or assignment of principal responsibility, in which

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

3. CITY'S RESPONSIBILITIES

A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may reasonably require.

B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of $5000 or 5% of the maximum agreement price.

C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any drawings, design, specifications, reports, and incidental architectural/engineering work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

E. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “Services” and Section 2 of this Agreement. The proposed work schedule attached as Schedule 3 may be adjusted by mutual agreement of all parties.

5. PAYMENT

A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $58,000.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all calculations, data, documents, drawings, plans, reports, specifications, summaries, work product and materials, and all other information as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (1) the reasonable value of completed work to City, or (2) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

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

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Charles Roy, Acting Director of Public Works, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, Compass Architecture, LLC, Attn: Scott Blosser, Managing Member, 101 N. Cascade Ave., Suite 400, Colorado Springs, CO, 80903. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 25-041 Design of Memorial Hall Entryway Enhancement, are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.

B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement.

Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law, Jurisdiction, and Venue

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

7.10. Severability

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

7.11. Appropriations

A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount

of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

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

8. DISPUTES

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

9. INSURANCE

9.1. Conditions

A. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.

B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of negligent acts, errors or omissions of Consultant, their employees, subcontractors, and consultants.

9.2. Minimum Requirements

A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.

1. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.

B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than $1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.

C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

D. Professional Liability Insurance with coverage of not less than $1,000,000 in a form and with a deductible acceptable to City.

9.3. Governmental Immunity

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

10. ACCESSIBILITY

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

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed

by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

12. PERA LIABILITY

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

13. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 10 pages.
- Schedule 2 - "Fee Schedule" consisting of 2 pages.
- Schedule 3 - "Work Schedule" consisting of 1 page.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 7 pages.

Continue to next page for Signature Section

14. SIGNATURE

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

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[SEAL]

COMPASS ARCHITECTURE, LLC

By_____
Scott Blosser, Managing Member

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert Jagger, Deputy City Attorney

Attachments: Schedules 1 - 4 and Additional Information for Agreement

Schedule 1

Scope of Services

Excerpt from Request for Proposal (RFP) dated June 24, 2025, Section 3
and Excerpt from Consultant's Proposal in response to RFP dated July 31, 2025, Pages 22 - 24

3.1. Objective

This project shall include design and related consulting services for an enhanced entryway (structure) to serve as a security checkpoint for Memorial Hall, The awarded Consultant shall complete the project as outlined in the Scope of Service shown below.

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

3.2. Minimum Qualifications

A. Consultants responding to this request must demonstrate prime personnel, subconsultants, subcontractors, and team members qualified to perform the services detailed in this RFP.

B. All professionals, if required by the State of Colorado to perform their services, must show proof of licensing.

C. Additionally, Consultants shall be knowledgeable in the regulations and requirements of the Department of Public Works with respect to the services and work contemplated by this agreement. Consultant(s) shall perform such services and work in compliance with each project.

3.3. Consultant Responsibilities

A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed to next phase or alternate.

B. The Project services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual engineering (including civil, structural, mechanical, and electrical engineering) and other services including design, environmental, and planning.

1. Consultant shall also provide any planning, surveying, engineering, and geotechnical services incidental to its work on the Project.

C. Professional engineering services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Project shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered engineer.

D. Surveying work included within or reasonably contemplated in the Project shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Project shall be signed by and bear the seal of said Professional Land Surveyor.

E. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

F. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.

G. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.

H. Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

I. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under the Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees.

J. Consultant shall advise City of any approvals and permits necessary for the Project and shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits. (City shall obtain the required approvals and permits.)

K. Consultant shall submit all documentation necessary for City review, approval, or acceptance of, or payment for, any of the services. City's acceptance of the documentation shall not be construed to operate as a waiver of any rights under the Agreement or of any cause of action arising out of the performance of the Agreement.

L. Within five (5) days of execution of the Agreement, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom City should address communications.

3.4. Specific Scope of Service

All drawings, designs, plans, specifications, etc. shall follow City of Pueblo standard format. Designs shall comply with the most current versions of the *Public Right-of-Way Accessibility Guidelines* (PROWAG), and 2025 City of Pueblo *Standard Construction Specifications and Standard Details*.

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

1. Hold a kick-off meeting with appropriate City staff to discuss project approach and design criteria.
2. Perform fieldwork (geotechnical testing, surveying, etc.) as required to provide the complete design.
3. Provide geotechnical investigation and reporting for the project area to support the design.
4. Surveys generally include topographic surveys, plat and title research, mapping and CAD services, and survey control. Survey control may be required to be transformed into additional coordinate systems for the use and information of additional agencies such as City of Pueblo.
5. Prepare preliminary design plans (considered as 30% complete relative to final design) that adequately represent the design intent as represented in the preliminary design.
6. Prepare and submit to City preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
7. Prepare and submit to City a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
8. Provide a Design Standards Report that includes the above required checklists, significant design assumptions and design risks, and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to City based thereon.
9. Prepare and submit to City a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, compensation for damages, and finance costs, if any.
10. Provide coordination with all applicable agencies as required (City Departments, adjacent property owners, utility companies, etc.).
11. Allow a minimum of two (2) full weeks for City staff review.
12. Consultant shall furnish one (1) electronic copy of each above referenced submittal document to City for City's use.

13. Coordinate a Field Inspection Review (FIR) meeting with the City staff to review the design plan comments.

14. Incorporate review and FIR comments into documents after the FIR Meeting.

B. **Final Design Phase**

1. After consultation with the City, receipt of City's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to City final drawings, plans, and site design showing the scope, extent, and character of the work to be performed by contractors, and specifications describing such work and the requirement therefore.

    a. Consultant shall include plans and profile, sections, and related work (including all incidentals).

    b. Such drawings, plans, and specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority.

    c. Final design, including drawings, plans, and specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable.

    d. Consultant shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.

2. Make reasonable revisions to the drawings and specifications requested by City, informing the City of any change in probable construction costs as a result of such revisions.

3. Provide technical criteria, written descriptions, and design data for City's use; and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

4. Based upon Consultant’s customary and usual professional judgment, prepare and submit to City a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

5. Consultant shall furnish one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City.

6. Allow a minimum of two (2) full weeks for City staff review.

7. Coordinate a 90% Final Office Review (FOR) meeting and a ROWPR meeting with the City staff to review the design plan comments.

8. Incorporate review and FOR comments into documents after the FOR Meeting.

C. **Preparation of Contract Documents**

1. Provide stamped Contract Documents (drawings, specifications, bid tabulation, etc.) for bidding the project in accordance with the requirements of the Director of Public Works and the City's procurement process.

    a. Consultant shall include any forms of warranty and include any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency.

2. The final design must be stamped and shall be utilized for bidding, permitting, and construction.

3. Provide electronic files of drawings to the City in AutoCAD format.

4. Provide design drawings and specifications in both Microsoft Word and Adobe PDF formatting.

5. Provide final cost estimate and bid tabulation in Microsoft Excel format.

6. Make recommendations to City concerning the need for prequalification of equipment, vendors or bidders, and, if requested by City, incorporate prequalification requirements in final bid and construction contract documents.

D. **Bidding Phase**

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

2. Consultant will:

    a. Assist City departments with any necessary meetings, addenda, etc.

    b. Consultant shall be responsible to correct errors, clarify drawings and/or specifications, or advise of changes.

    c. Participate in a pre-bid conference and walkthrough on site with construction bidders and the City of Pueblo to discuss project requirements.

    d. Interpret and clarify contract documents for bidders.

    e. Assist the City with requests for information from bidders and coordinate with the City for responses and required modifications.

    f. Prepare documentation related to any modifications that may be required.

3. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.

4. Any approved modifications to the bidding documents will be issued by Addendum by the City.

5. For any revisions to the documents stated above, designs, drawings, plans, and specifications, Consultant shall submit one (1) electronic copy of these final documents to City. A copy of all documents, designs, drawings, plans, and specifications, and all other documents shall also be submitted to City in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.

E. **Construction Services Phase**

1. Attend pre-construction, and other critical meetings as related to the project (estimate 5 hours).

2. Respond to requests for information from Contractor and review Contractor submittals (estimate 10 hours).

    a. Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the City for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Consultant's representation to City that it has inspected the Project and that to the best of its knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the drawings, specifications, and other contract documents.

    b. Draft, for City's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

3. Visit the Project site, perform observations as to the progress and quality of the work and advise the City as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project.

4. Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

    a. Promptly advise the City in writing about any omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.

    b. Subject to written concurrence by City, promptly render a written recommendation to City concerning all proposed substitutions of material and equipment.

c. Reject any work on the Project that does not conform to the contract documents.

5. Review shop drawings, samples, product data, and other submittals of the Contractor for conformance with the design concept of Project and compliance with the drawings, specifications, and all other contract documents, and indicate to Contractor and City with respect thereto, any exceptions noted, or modification or resubmittals required.

6. Assist with resolution of critical construction issues as needed in an “on call” capacity (estimate 10 hours)

7. Attend specific construction issue meetings on an on-call basis (estimate 10 hours)

8. Consultant shall prepare final as-built drawings, based on redlines from the contractor.

   a. On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the City any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

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

3.5. Project Implementation

A. At no time will Consultant be allowed to begin a project phase prior to approval and expect to be reimbursed by City. All project phases shall be assigned and coordinated with the City’s Project Manager.

B. Cost overages during the project must be pre-authorized and obtain written approval of the City’s Project Manager.

PROJECT APPROACH

At Compass | TDG Architecture, we believe that historic buildings are more than architectural artifacts—they are living narratives, cultural touchstones, and enduring symbols of community identity. The enhancement of the Memorial Hall entryway in Pueblo, Colorado, is not merely a design task; it is a unique opportunity to elevate the functionality, safety, and welcoming nature of a cherished civic landmark while preserving its historical integrity.



Leading the design effort is Rick Hibbard, Senior Architectural Designer, supported by Nadia Vail. Rick's deep familiarity with Colorado's historic architecture and Nadia's technical expertise in MEP systems ensure a balanced approach to design and security. Preservation guidance will be provided by Scott and Mark, whose experience with federal and state historic agencies guarantees compliance with the highest standards.

A Vision Rooted in Security, Accessibility, and Heritage

This project centers on a thoughtful redesign of Memorial Hall's main entryway to achieve several key goals:

- Improved Access Control: Integrating state-of-the-art access control systems to ensure all entrants are properly screened before being granted access, enhancing safety for both visitors and staff.
- Enhanced Security: Upgraded surveillance, secure vestibules, and controlled entry points will provide a safer environment without compromising the building's welcoming character.
- Seamless Public Access: The design will maintain open and intuitive access for the public, ensuring that Memorial Hall remains a place of gathering and civic pride.
- Preservation of Historical Integrity: All enhancements will be carefully designed to respect and reflect the building's original architectural character, using historically appropriate materials and detailing.



A Thoughtful, Phased Design Process

Our process is structured to ensure transparency, collaboration and alignment with budget and preservation goals. Our design process is structured around three key phases:

- Schematic Design (SD)

Initial concepts will explore layout options for secure entry sequences, screening areas, and accessibility improvements. Early input from stakeholders and cost estimators will shape the vision from the outset.

- Design Development (DD)

Detailed elevations and materials will be refined to harmonize modern security features with the building's

historic façade. Systems coordination will ensure seamless integration of access control technologies.

- Construction Documents (CD)

Final technical drawings and specifications are produced. These documents are coordinated with engineering consultants and prepared for bidding, with updated cost estimates to ensure the project remains on budget and on schedule.

To support community engagement and transparency, Compass TDG provides in-house rendering services, including photo-match visualizations that help stakeholders clearly understand the proposed changes.

Balancing Innovation with Preservation

Key improvements include:

- Secure Entry Vestibule: A new entry sequence that allows for controlled access and screening while remaining visually open and inviting.
- ADA-Compliant Enhancements: Upgrades to ensure full accessibility for all visitors, including ramps, automatic doors, and signage.
- Lighting and Surveillance: Discreet, energy-efficient lighting and modern surveillance systems that enhance safety without detracting from the building's historic ambiance.

Construction Administration with Care

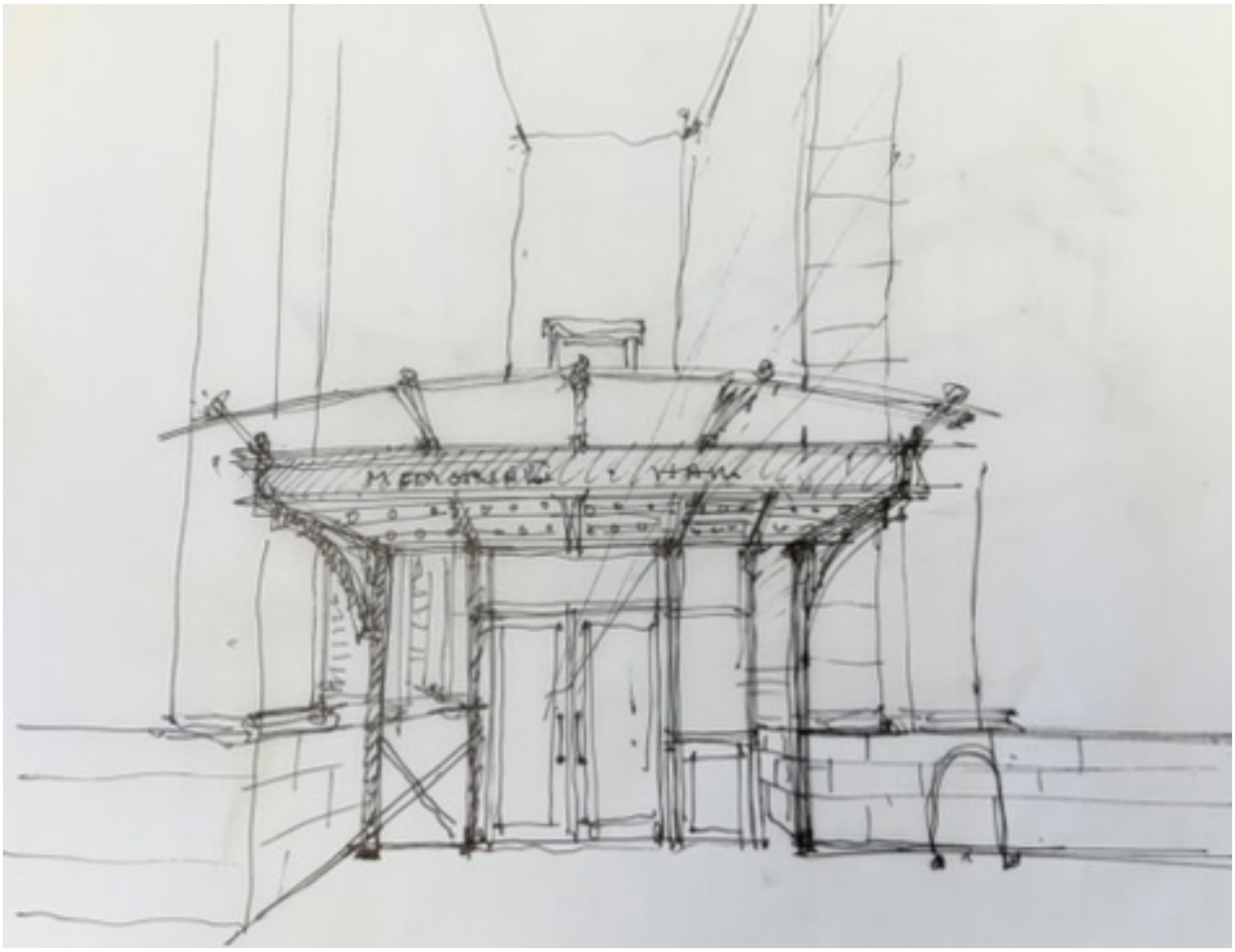
Compass TDG provides full Construction Administration (CA) services. Historic renovation projects often reveal unforeseen conditions—hidden structural issues, undocumented modifications, or material degradation. Our continued involvement during construction allows us to:

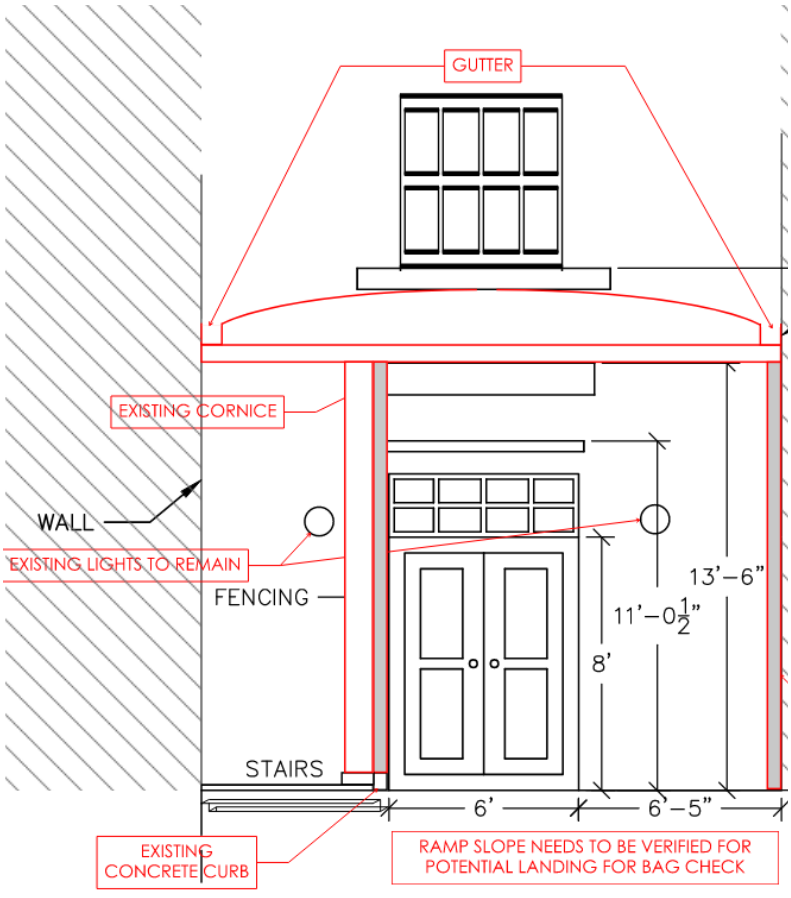
- Respond quickly to field conditions
- Advise on preservation-sensitive solutions
- Ensure the design intent is upheld
- Reduce change orders and maintain quality

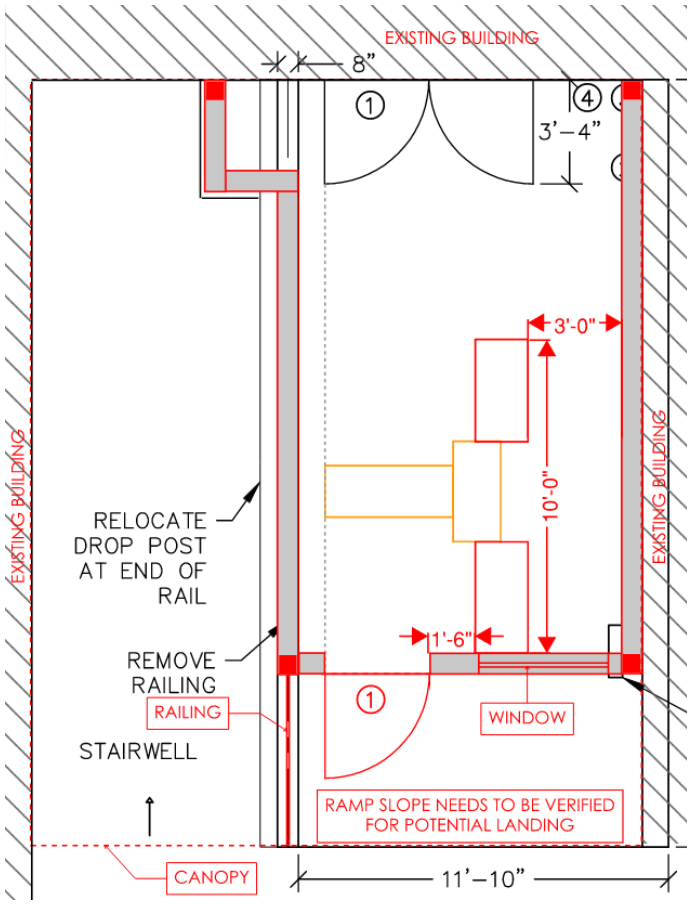


A Civic Landmark Reimagined

Memorial Hall stands as a symbol of Pueblo's civic spirit and historical legacy. This entryway enhancement project is a commitment to preserving that legacy while preparing the building to meet the needs of a modern, secure, and inclusive public space. With a team deeply invested in both innovation and preservation, Compass TDG is honored to help shape the next chapter of Memorial Hall's story.




GUTTER
EXISTING CORNICE
WALL
EXISTING LIGHTS TO REMAIN
FENCING
13'–6"
11'–0½"
8'
STAIRS
6'
6'–5"
EXISTING CONCRETE CURB
RAMP SLOPE NEEDS TO BE VERIFIED FOR POTENTIAL LANDING FOR BAG CHECK


EXISTING BUILDING
8"
1
4
3'–4"
3'-0"
10'-0"
EXISTING BUILDING
EXISTING BUILDING
RELOCATE DROP POST AT END OF RAIL
1'-6"
REMOVE RAILING
RAILING
1
WINDOW
STAIRWELL
RAMP SLOPE NEEDS TO BE VERIFIED FOR POTENTIAL LANDING
CANOPY
11'–10"

Schedule 2

Fee Schedule

Consultant's Proposal in response to RFP dated July 31, 2025, Pricing Proposal

Pricing Proposal - Compass Architecure			
Table 1: Phases - Not To Exceed			
Line Item	**Description**	**Unit of Measure**	**Unit Cost**
1	Preliminary Design (Schematic)	Not To Exceed	$14,000.00
2	Final Design Phase	Not To Exceed	$12,000.00
3	Preparation of Contract Documents	Not To Exceed	$17,500.00
4	Bidding Phase	Not To Exceed	$2,500.00
5	Construction Services Phase	Not To Exceed	$12,000.00
Grand Total Bid (Project Not To Exceed Amount)			**$58,000.00**
Table 2: Hourly Rates (for Additional Work)			
Line Item	**Description**	**Unit of Measure**	**Unit Cost**
6	Principal	Per Person Per Hour	$205.00
7	General Manager	Per Person Per Hour	$175.00
10	Senior Project Manager	Per Person Per Hour	$175.00
11	Project Manager	Per Person Per Hour	$165.00
15	Principal Engineer	Per Person Per Hour	$256.47
16	Senior Engineer	Per Person Per Hour	$240.52
17	Project Engineer	Per Person Per Hour	$208.61
18	Design Engineer	Per Person Per Hour	$244.25
19	Assistant Project Engineer	Per Person Per Hour	$176.70
20	Engineer In Training	Per Person Per Hour	$143.14
29	Senior Designer	Per Person Per Hour	$125.00
33	Designer	Per Person Per Hour	$115.00
34	Design Associate	Per Person Per Hour	$104.00
57	Administrative Office Manager	Per Person Per Hour	$100.00
60	Clerical	Per Person Per Hour	$135.03

Table 3: Hourly Rates Continued (for Additional Work)			
Line Item	**Description/Position**	**Unit of Measure**	**Unit Cost**
63	HCDA Principal	Per Person Per Hour	$220.00
64	HCDA PM	Per Person Per Hour	$175.00
65	HCDA Project Engineer	Per Person Per Hour	$146.00
66	HCDA Design Engineer	Per Person Per Hour	$130.00
67	HCDA CAD Manager	Per Person Per Hour	$124.00
68	HCDA Sr. CAD Operator	Per Person Per Hour	$118.00
69	HCDA CAD Operator	Per Person Per Hour	$102.00
70	HCDA Admin	Per Person Per Hour	$75.00
Table 4: Reimbursable Expenses (for Additional Work)			
Line Item	**Description**	**Unit of Measure**	**Percentage**
73	Mileage, reproduction, etc.	Cost Plus Percent	0.%
74	Subconsultants	Cost Plus Percent	0.%
Table 5: Additional Reimbursables (for Additional Work)			
Line Item	**Description**	**Unit of Measure**	**Unit Cost**
75	Reproduction	Each	$1.00
76	Prints (11" x17", 18" x 24")	Each	$2.00
77	Prints (24" x 36")	Each	$5.00
Note			
The following line items have been removed as $0.00 bid:			
8 - 9, 12 - 14, 21 - 28, 30 - 32, 35 - 56, 58 - 59, 61 - 62, and 71 - 72			

Schedule 3

Work Schedule

Excerpt from Consultant's Proposal in response to RFP dated July 31, 2025, Page 26

PROPOSED WORK SCHEDULE

Compass TDG Architecture affirms our full capacity to undertake and successfully complete the Memorial Hall Entry Enhancement Project. Our current workload and staffing availability have been carefully assessed to ensure that we can dedicate the necessary resources, expertise, and attention to this project without compromising the quality or timelines of our existing commitments.

Our team is composed of experienced architects, project managers, and technical staff who are well-versed in heritage-sensitive design, public space enhancements, and collaborative stakeholder engagement. We have recently completed several projects of similar scale and complexity, demonstrating our ability to manage concurrent assignments efficiently.

At present, our project pipeline allows for the seamless integration of the Memorial Hall Entry Enhancement Project into our active schedule. We have allocated a dedicated project team, including a lead designer and support staff, who are available to begin work immediately upon project initiation. Additionally, our internal systems and workflows are optimized to ensure timely delivery, budget adherence, and design excellence.

Compass TDG Architecture is committed to delivering a thoughtful, contextually responsive, and community-oriented design solution for Memorial Hall. We look forward to the opportunity to contribute to this meaningful enhancement.

DETAILED SCHEDULE

1. Site Analysis & As Built Measurements/Research
   Duration: 30 days

2. Schematic Design & Stakeholder Review
   Duration: 15 days + 2 weeks for City Staff Review

3. Design Development
   Duration: 21 days + 2 weeks for City Staff Review

4. Historic Approval
   Duration: 45 days

5. Construction Documents
   Duration: 21 days

6. Permit Approval
   Duration: 60 days

7. Permitting & Bidding Support
   Duration: 60 days

Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal in response to RFP dated July 31, 2025,
Pages 6 – 8, 10 – 11, 13 - 14

LINES OF AUTHORITY/COORDINATION

city of PUEBLO colorado



COMPASS | TDG ARCHITECTURE
ARCHITECT

SEH
CIVIL ENGINEER / SURVEYOR
MECH/PLUMB/ELEC ENGINEER

HCDA ENGINEERING
STRUCTURAL CONSULTANTS
STRUCTURAL ENGINEER

ap
Adolfson & Peterson Construction
COST ESTIMATOR



SCOTT BLOSSER
Principal Architect
719.677.5551
scott@compass-arch.com

Scott, a seasoned architect, brings more than a decade of extensive experience to his craft. He embarked on his career journey in Oklahoma, where he cultivated a diverse foundation in the higher education, K-12 education, municipal, and medical markets. Relocating to Colorado provided Scott with the opportunity to refine his expertise in these areas while further developing his love for historic renovation projects.

With a strong background in various markets, he possesses the unique ability to approach each endeavor from multiple angles, effectively understanding and fulfilling the desires of his clients. His collaborative and client-centered approach has garnered praise from both clients and consultants, who value his ability to consistently provide a positive working experience and exceptional service. Scott finds fulfillment in architecture by dedicating himself to projects that open doors to new opportunities for individuals in the community.

PROFESSIONAL REGISTRATIONS/AFFILIATIONS:

Licensed CO, OK, KS, & MO Architect
NCARB Member
Teller County Historic Preservation Advisory Board
6385 Board - A subsidary operations board for The Resource Exchange (TRE)

RELEVANT EXPERIENCE:

Old Livery Stable Historic Rehab - Fountain Colorado

Paleta Bar - Adaptive Reuse in Historic Roundhouse

Oklahoma City Geological Society Historic Rehab - Oklahoma City, OK*

Colorado Springs
- West Side Community Center Mech Upgrades and Renovation

Chaffee County
- Fairgrounds Addition Design
- Chaffee County DA Office Renovation

Sweet Law Office Renovation - Historic Building Revitalization*

Woodland Park City Hall - Various Improvements



MARK TREMMEL, AIA, LEED AP BD+C
Principal Architect
719.677.5550
mark@compass-arch.com

Owner and project architect, Mark has over thirty years of experience providing design excellence in beautiful, client-driven, sustainable places and spaces. Growing up in Wisconsin, surrounded by Frank Lloyd Wright 'nature inspired' buildings, it was a natural progression for Mark to earn one of the first dual degrees offered in Architecture and Environmental Design.

Mark enjoys taking advantage of Colorado's amazing views, abundant sunlight and fresh, mountain air, and strives to save energy on every project he acquires with the hope to keep us all happier and healthier. In the future, Mark believes that as a society, we will better attune our environment to accommodate for day-to-night temperature swings and take advantage of clean power while happily re-connecting to the great outdoors.

PROFESSIONAL REGISTRATIONS/AFFILIATIONS:

American Institute of Architects
NCARB Member
Licensed CO, CA, AZ & TX Architect
LEED Accredited Professional

RELEVANT EXPERIENCE:

Cliff House (new roof and updates from State Historic Society funds)

Woodman Hall renovation, City of Fountain

Historic Preservation award for ONEN home reno at 1413 Wood Ave.

Various other preservation and Historic permissions for ONEN residences additions and renovations

Adaptive re-use of Helen Hunt School for housing Cliff Dwellings Expansion and Renovations

Grace and Saint Stevens Church planning

Peak Theater Renovations

*Previous Experience



RICK HIBBARD
Senior Architectural Designer
719.677.5550
rick@compass-arch.com

Rick has been working across hospitality, custom single-family homes, multi-family residences, and commercial projects through all phases of development for over ten years. His experience spans from early design through construction administration, with a strong emphasis on collaboration and problem-solving.

He has taught graduate-level BIM courses and continues to champion the use of cutting-edge technology to improve inter-discipline coordination and project efficiency.

Rick spent two decades living in Alma, Colorado, where he developed a deep connection to the region and built a long-standing portfolio of work throughout Park County. His projects there include numerous residential historic preservation efforts, reflecting his commitment to honoring the architectural heritage of Colorado's mountain communities.

A Colorado Springs native, Rick recently returned to his hometown and is excited to reconnect with the region—especially through his growing passion for historic restoration. He finds great satisfaction in preserving the character and craftsmanship of historic structures while adapting them for modern use

PROFESSIONAL REGISTRATIONS/AFFILIATIONS:
URBAN LAND INSTITUTE MEMBER

NOTED INVOLVEMENTS AND ACHIEVEMENTS:
2022 Historic Preservation Award - Residential Rehabilitation

RELEVANT EXPERIENCE:
1409 Residence - Addition & Restoration - Historic Preservation Award

115 Residence - Mid Century Modern Historic Restoration

Georgetown Residence - 1890's Re-facade & Addition

New Build Hotel - Breckenridge Conservation District Historic Alignment Design

417 Historic Adaptive Reuse - 1880's Church converstion to Office Space

1813 Residence - 1920's Bungalow Addition and Restoration



NADIA VAIL
Architectural Designer
719.677.5550
nadia@compass-arch.com

Nadia brings over a decade of hands-on experience in the construction industry, where her career has been shaped by dedication and a passion for design. She started at an engineering firm as an office administrator, where her curiosity and drive led her to expand her role, evolving into drafting, designing MEP systems, and managing complex projects. Nadia has developed a well-rounded skill set, having worked through every stage of project development—from initial concepts and schematic design to the final phases of post-construction. Her portfolio spans a diverse range of projects, from intimate remodels to large-scale, multi-million-dollar developments.

Before joining Compass Architecture, Nadia pursued her formal training, earning an associate's degree in architecture and engineering design from Pikes Peak State College. She is known for her commitment to quality and her ability to balance practical requirements with creative solutions, making her an asset to every project she undertakes.

PROFESSIONAL REGISTRATIONS/AFFILIATIONS:
NCARB
Associate AIA

RELEVANT EXPERIENCE:
Old Livery Stable Historic Rehab - Fountain Colorado

Ivywild School - Historic Adaptive Reuse*

The Broadmoor Manitou and Pikes Peak Cog Railway Site Remodel*

Cheyenne Mountain Zoo*
Carousel Relocation

Mining Exchange Historic Adaptive Reuse MEP Design*

El Paso County Sherrif's Office*
Dispatch Center
Training Facility

El Paso County Public Health - South Building*

Pikes Peak Workforce Center*

*Previous Experience



JIMMIE HAYSON, PE
Civil Engineer
719.423.7403
jhayson@sehinc.com

Jimmie is a civil engineer with extensive experience providing project management, design, planning, construction administration, and inspection for various civil and municipal engineering projects. His project experience includes street and utility reconstruction, storm drainage improvements, wastewater improvements, master plans, and site development, foundation systems, and individual sewage disposal systems for residential and commercial sites.

PROFESSIONAL REGISTRATIONS/AFFILIATIONS:

Professional Engineer in CO, AZ, HI, ID, MT, NE, NM, NV, SD, TX, UT, WA, WI & WY

NCEES Certified, National Council of Examiners for Engineering and Surveying

RELEVANT EXPERIENCE:

Dennis Maes Judicial Building (Pueblo County Department of Public Works) – Pueblo, CO

Points North Office Building (RTA Architects) – Pueblo, CO

Schriever AFB Dental (Altus Architectural Studios Inc) – Colorado Springs, CO

Federal Center (Secor International Inc.) – Denver, CO

Strack Elementary School Assessment (Pueblo Urban Renewal Authority) – Pueblo, CO

Oak Grove Administrative Building Renovation (Bureau of Land Management) – Parashant - Grand Canyon National Monument, AZ



MATT MASSA, PE
Mechanical Engineer
303.586.5805
mmassa@sehinc.com

Matt is a mechanical engineering lead and project manager experienced in engineering design and project management. He has worked in many industries including commercial and residential construction, midstream refining, pipelines, transportation, and heavy machinery. Matt has also worked in three metropolitan areas, in both the public and private sector, and represented both the client and the consultant.

PROFESSIONAL REGISTRATIONS/AFFILIATIONS:

Professional Engineer in CO, AZ, CA, FL, MT, NM, NV, NY, UT and WY

RELEVANT EXPERIENCE:

Strack Elementary School Assessment (Pueblo Urban Renewal Authority) – Pueblo, CO

Mountain Metro Campus Expansion (Mountain Metro) – Colorado Springs, CO

New Transit Center and Administration Building (RFTA) – Glenwood Springs, CO

EMS Facility (Gunnision Valley Health) – Gunnison, CO

Affinity at Three Springs (Novak Architecture) – Durango, CO

Public Works Service Center (City and County of Broomfield) – Broomfield, CO

Partners Pt. Admin Building (Bureau of Land Management) – Lake Havasu, AZ

Mountain Express and GVRTA Bus Facility Needs Assessment (The Mountain Express) – Crested Butte, CO



JOSH SOPATA, PE
Electrical Engineer
720.540.6852
jsopata@sehinc.com

Josh is a senior electrical engineer experienced in power distribution and lighting design. While with SEH, Josh has been involved with many different types of commercial, residential, and multi-family design projects, including but not limited to fire stations, airport hangers, apartment complexes, visitor centers, and dental clinics. Josh also has experience conducting facility condition assessments all over the country working with our clients. Prior to joining SEH, Josh worked in the light rail transportation industry and was a service member in the Pennsylvania Army National Guard.

PROFESSIONAL REGISTRATIONS/AFFILIATIONS:

Professional Engineer in CO, AZ, MT, NM, NV, OR, PA, TX, UT and WA

RELEVANT EXPERIENCE:

DHS Remodel (Pueblo County Facilities) – Pueblo County, CO

Public Works Service Center (City and County of Broomfield) – Broomfield, CO

Courthouse Conceptual Design (Conejos County) – Conejos, CO

Mountain Express and GVRTA Bus Facility Needs Assessment (The Mountain Express) – Crested Butte, CO

Facility Condition Assessment Program (FCAP) (City and County of Denver - Facilities) – Denver, CO

Dripping Springs Natural Area Visitor Center Remodel (Bureau of Land Management) – Las Cruces, NM



ANDY B. BATUREVICH, P.E.
President/Principal
719.633.7784
abaturevich@hcdaengineering.com

Andy has over 30 years of experience with HCDA Engineering Inc. working as a design engineer and project manager for all types of civic, educational, medical, retail, and recreational projects. He has managed many local projects, including the Southeast and Tri-Lakes YMCA projects, Broadmoor South Tower Expansion and Renovation, Broadmoor Exhibit Hall, Printers Park Medical Plaza, and many El Paso County Facilities. A sampling of his extensive experience is listed below. His ability to understand complicated structures and convey difficult material on the Construction Documents is one of his strengths. He works well with the entire design team and responds to questions and submittals in a timely manner during construction while always keeping the interests of the owner in mind.

PROFESSIONAL REGISTRATIONS/AFFILIATIONS:
Colorado Professional Engineer
Missouri Professional Engineer
Florida Professional Engineer
Construction Specifications Institute (Past President)
American Institute of Steel Construction
Structural Engineers Association

RELEVANT EXPERIENCE:
Pueblo and Southern Colorado
- 2601 Sprague – Mechanical Retrofit - Girls and Boys Club
- Mineral Palace Tower RTU Replacement
- The Right Place Apartments
- Dutch Clark Stadium Investigation – Bleacher Replacement Drawings
- Trinidad Toyota
- Hilton Garden Inn Trinidad

Other Projects
- Citizen's Service Center Garage Investigations/ Repairs
- EPC Jail Expansion
- Costilla Garage Expansion and Renovations
- Professional Building Garage Investigations/Repairs
- Holly Hills Elementary School
- EPC Judicial South Tower Elevator Project
- EPC Sherriff's Office Building Investigations
- EPC Professional Building Investigations
- Broadmoor Exhibit Hall



MICHAEL I. GRISWOLD, P.E.
Project Engineer
719.633.7784
mgriswold@hcdaengineering.com

In Michael's seven years at HCDA Engineering, he has had considerable project experience, consisting of aiding in preliminary and final design, and being involved during the construction administration phase of the project. Michael has also reviewed numerous shop drawing submittals and has made several visits to the site to observe the construction of the structural components. As the project engineer, Michael will be involved in the design and analysis of the structural components and developing the construction details. During the construction process he makes it a point to provide prompt responses to construction questions and expedite the shop drawing review to avoid delays in the construction schedule.

PROFESSIONAL REGISTRATIONS/AFFILIATIONS:
Colorado Professional Engineer
Structural Engineers Association of CO (SEAC)

EDUCATION
Tennessee State University – Bachelor of Architectural Engineering

RELEVANT EXPERIENCE:
2601 Sprague - Mechanical Replacement - Girls and Boys Club

Mineral Palace Tower RTU Replacement

Broadmoor Exhibit Hall

Holly Hills Elementary School

Pikes Peak Community College Gateway Arts

Calvary Chapel Castle Rock

Woodmen Valley Chapel Monument

IREA/CORE Electric Facilities
- New Facility – Bennett, Colorado
- Woodland Park Facility Expansion
- New Facility – Pine Junction

TONY CINGORANELLI

VP PRECONSTRUCTION & ESTIMATING



Tony leads the preconstruction division's estimating activities while ensuring alignment with AP's strategic goals and mission. He oversees the department's detailed conceptual estimates from schematic and design documents and detailed construction estimates from construction plan and specifications. He manages the department's resources and personnel, along with developing subcontractor relationships.

Education/Training

B.S., Construction Management, Colorado State University

LEED Accredited Professional

21
Years of Experience

$550M
29 projects

K-12 Projects



District 11 Secure Vestibules (In progress)



Pikes Peak BOCES - Board of Cooperative Educational Services School of Excellence (BOCES)

Project Highlights

Denver Public Schools - Far Northeast Campus | Denver, CO | $35,000,000 | 121,237 sf | New Construction

Adams 12 Five Star School District - 2006 Summer Renovations | Thornton, CO | $9,647,858 | 212,000 sf | Maintenance/Repair Work

Eagle County School District (RE-50 J) - Battle Mountain High School | Edwards, CO | $54,894,597 | 204,000 sf | New Construction

Pikes Peak BOCES - Board of Cooperative Educational Services School of Excellence (BOCES) | Colorado Springs, CO | $3,614,298 | 109,500 sf | Tenant Improvement, Maintenance/Repair Work, MEP Upgrades, HVAC, Move Management, Remodel/Renovation, Site Work

University of Colorado Boulder - Deferred Maintenance/ Indirect Capital Research (ICR) | Boulder, CO | $129,505 | sf | Maintenance/Repair Work

University of Colorado Boulder - Deferred Maintenance/ Indirect Capital Research (ICR) FY 14/15 | Boulder, CO | $3,656,899 | sf | Remodel/Renovation

Adams 12 Five Star School District - Eagle View Elementary School Addition and Renovations | Thornton, CO | $2,201,310 | 12,500 sf | Addition, Remodel/Renovation

Cherry Creek School District - Eaglecrest High School Renovations | Centennial, CO | $8,223,134 | 370,000 sf | Tenant Improvement, MEP Upgrades, HVAC, Remodel/ Renovation, Site Work

Laramie County School District #1 - East High School Renovations | Cheyenne, WY | $26,107,845 | 259,000 sf | Remodel/Renovation

Colorado School of Mines - Energy and Minerals Research Facility | Golden, CO | $225,000,000 | 185,000 sf | New Construction

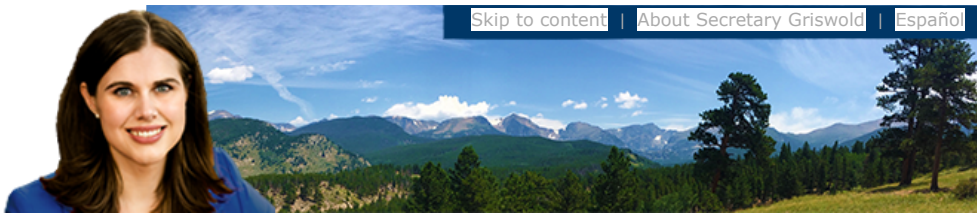
Weld RE-3J School District - Hudson Elementary School Addition and Renovation | Hudson, CO | $15,602,579 | 50,288 sf | Maintenance/Repair Work, MEP Upgrades, Addition, HVAC, Move Management, New Construction, Remodel/ Renovation, Site Work

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)



Summary

For this Record...

Filing history and documents
Trade names
Get a certificate of good standing
File a form
Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Details			
Name	Compass Architecture, LLC		
Status	Good Standing	**Formation date**	12/06/2018
ID number	20181956185	**Form**	Limited Liability Company
Periodic report month	December	**Jurisdiction**	Colorado
Principal office street address	101 N Cascade Ave Ste 400, Colorado Springs, CO 80903, US		
Principal office mailing address	101 N Cascade Ave Ste 400, Colorado Springs, CO 80903, US		

Registered Agent	
Name	Scott Timothy Blosser
Street address	101 N Cascade Ave Ste 400, Colorado Springs, CO 80903, US
Mailing address	101 N Cascade Ave Ste 400, Colorado Springs, CO 80903, US

Log in to secure business filing
Filing history and documents
Trade names
Get a certificate of good standing
Get certified copies of documents
File a form
Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Back

Terms & conditions | Accessibility statement | Browser compatibility

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,

Compass Architecture, LLC

is a

Limited Liability Company

formed or registered on 12/06/2018 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 20181956185 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/19/2025 that have been posted, and by documents delivered to this office electronically through 08/20/2025 @ 11:19:52 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/20/2025 @ 11:19:52 in accordance with applicable law. This certificate is assigned Confirmation Number 17605923 .

Secretary of State of the State of Colorado

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

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

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

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

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

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

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

_____.

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

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

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

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

Company Name: Compass Architecture LLC

Authorized Signature: [signature] Title: Owner

Printed Name: Cristin Blosser Date: 08/25/2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/27/2025

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	CONTACT NAME: Brian Anderson	
Assurance Risk Managers, Inc. 10651 East Bethany Drive Suite 300 Aurora CO 80014-2688	PHONE (A/C, No, Ext): (303) 454-9562	FAX (A/C, No): (303) 454-9564
	E-MAIL ADDRESS: banderson@arm-i.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Co	13056
INSURER B : Hanover Insurance Company	22292
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Compass Architecture, LLC DBA Compass TDG Architecture
101 N Cascade, Suite 400
Colorado Springs, CO 80903

COVERAGES **CERTIFICATE NUMBER:** 25-26 GL HNOA WC E&O **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	PSB0009711	09/01/2025	09/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PSB0009711	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	PSW0005597	09/01/2025	09/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability "Claims-Made" Policy			LH4 H750496 04	09/01/2025	09/01/2026	Per Claim Aggregate	$2,000,000 $4,000,000

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

25-041 Design of Memorial Hall Entryway Enhancements
The City of Pueblo, its agents, officers and employees are listed as additional insureds as their interest may appear when required by written contract. A waiver of subrogation applies in favor of the additional insureds, when required by written contract.

CERTIFICATE HOLDER

The 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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

c. In connection with “your work” and included within the “product-completed operations hazard”.

2. The insurance provided to the additional insured by this endorsement is limited as follows:

a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.

b. This insurance does not apply to the rendering of or failure to render any "professional services".

c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or

b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $34,356.10 FROM PROJECT ACCOUNT HUAN01 TO PROJECT ACCOUNT HU2510, AND AWARDING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE A CONSTRUCTION CONTRACT IN THE AMOUNT OF $29,356.10 TO LG CONTRACTORS, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-084, CONCRETE IMPROVEMENTS - 3500 BLOCK DILLON DRIVE, AND SETTING FORTH $5,000 FOR CONTINGENCIES

SUMMARY:

Attached is a Resolution transferring funds in the amount of $34,356.10 from Project Account HUAN01, Street Resurfacing to Project Account HU2510 Concrete Imp - 3500 Block Dillon, awarding a Construction Contract to Lg Contractors, LLC., for Project No. 25-084 Concrete Improvements - 3500 Block Dillon Drive.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of the removal and replacement of the concrete sidewalk, curb ramps, curb and gutter, crosspans, and asphalt patching along the 3500 block of Dillon Drive. This Resolution awards the Construction Contract to Lg Contractors, LLC. It also transfers project funds from Project Account HUAN01 - Street Resurfacing into said account.

FINANCIAL IMPLICATIONS:

Funds in the amount of $34,356.10 will be transferred from Project Account HUAN01, Street Resurfacing into Project Account HU2510 — Concrete Imp - 3500 Block Dillon.

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Funding in the amount of $29,356.10 plus $5,000.00 for contingencies shall be paid from HU2510.

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. 25-084 Bid Summary

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

RESOLUTION NO. 16125

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $34,356.10 FROM PROJECT ACCOUNT HUAN01 TO PROJECT ACCOUNT HU2510, AND AWARDING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE A CONSTRUCTION CONTRACT IN THE AMOUNT OF $29,356.10 TO LG CONTRACTORS, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-084, CONCRETE IMPROVEMENTS - 3500 BLOCK DILLON DRIVE, AND SETTING FORTH $5,000 FOR CONTINGENCIES

WHEREAS, competitive bids for Project No. 25-084 Concrete Improvements — 3500 Block Dillon Drive have been received and examined; and,

WHEREAS, the proposal of Lg Contractors, LLC., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-084 Concrete Improvements — 3500 Block Dillon Drive to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of $34,356.10 are hereby transferred from Project Account HUAN01 Street Resurfacing to Project Account HU2510 Concrete Imp - 3500 Block Dillon.

SECTION 2.

The City Council authorizes Project No. 25-084 Concrete Improvements — 3500 Block Dillon Drive to be performed, and the contract for said project is hereby awarded to Lg Contractors, LLC., in the amount of $29,356.10.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work……$5,000.00

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SECTION 5.

Funds for Project No. 25-084, in the amount of $34,356.10 ($29,356.10 + $5,000.00 for contingencies and additional work), shall be from Project Account HU2510, Concrete Imp - 3500 Block Dillon.

SECTION 6.

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

SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

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

EVALUATION TABULATION

IFB No. 25-084 (HUAN01)

Concrete Improvements - 3500 Block Dillon Drive

RESPONSE DEADLINE: September 3, 2025 at 10:30 am
Report Generated: Wednesday, September 3, 2025

VENDOR TOTALS

Vendor	Total
Lg Contractors	$29,356.10
Balance Concrete LLC	$29,642.65
Cedar Ridge Landscape, Inc	$34,516.00
Baha Construction, Inc.	$58,510.00
Latcon Corp	$86,826.24

BASE BID

BASE BID					Baha Construction, Inc.		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Latcon Corp		Lg Contractors	
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	454	S.F.	$5.00	$2,270.00	$2.00	$908.00	$1.50	$681.00	$4.55	$2,065.70	$2.99	$1,357.46
X	2	Remove Curb and Gutter	118	L.F.	$6.00	$708.00	$5.60	$660.80	$9.00	$1,062.00	$10.13	$1,195.34	$2.99	$352.82
X	3	Remove Concrete	450	S.F.	$5.00	$2,250.00	$1.75	$787.50	$1.50	$675.00	$5.54	$2,493.00	$2.99	$1,345.50
X	4	Remove Reinforced Concrete	912	S.F.	$6.00	$5,472.00	$2.75	$2,508.00	$2.00	$1,824.00	$6.67	$6,083.04	$3.00	$2,736.00
X	5	Construct Curb Head	27	L.F.	$30.00	$810.00	$18.25	$492.75	$18.00	$486.00	$40.97	$1,106.19	$2.90	$78.30
X	6	Construct Curb and Gutter	118	L.F.	$47.00	$5,546.00	$29.00	$3,422.00	$38.00	$4,484.00	$54.07	$6,380.26	$27.00	$3,186.00
X	7	Construct 4-inch Concrete	444	S.F.	$14.00	$6,216.00	$7.70	$3,418.80	$8.25	$3,663.00	$9.07	$4,027.08	$4.99	$2,215.56
X	8	Construct 7-inch Reinforced Concrete	912	S.F.	$18.00	$16,416.00	$10.70	$9,758.40	$15.00	$13,680.00	$14.79	$13,488.48	$10.00	$9,120.00
X	9	Construct Asphalt Roadway Patch	454	S.F.	$18.00	$8,172.00	$9.10	$4,131.40	$9.00	$4,086.00	$26.75	$12,144.50	$10.99	$4,989.46

BASE BID					Baha Construction, Inc.		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Latcon Corp		Lg Contractors	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	10	Install Tactile Band 24-inch x 24-inch	6	EA.	$350.00	$2,100.00	$255.00	$1,530.00	$225.00	$1,350.00	$130.41	$782.46	$250.00	$1,500.00
X	11	Install Class 6 Base Material (Place and Compact)	5	TON	$150.00	$750.00	$55.00	$275.00	$55.00	$275.00	$78.25	$391.25	$35.00	$175.00
X	12	Erosion and Sediment Control	1	L.S.	$500.00	$500.00	$100.00	$100.00	$150.00	$150.00	$2,477.81	$2,477.81	$800.00	$800.00
X	13	Traffic Control	1	L.S.	$3,500.00	$3,500.00	$1,300.00	$1,300.00	$1,200.00	$1,200.00	$7,824.65	$7,824.65	$1,000.00	$1,000.00
X	14	Mobilization	1	L.S.	$3,800.00	$3,800.00	$350.00	$350.00	$900.00	$900.00	$26,366.48	$26,366.48	$500.00	$500.00
Total						$58,510.00		$29,642.65		$34,516.00		$86,826.24		$29,356.10

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	Balance Concrete LLC	Cedar Ridge Landscape, Inc	Latcon Corp	Lg Contractors
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS					
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass
CERTIFICATIONS					
CERTIFICATION STATEMENT	Pass	Pass	Pass	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response	No Response	No Response

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

City Clerk's Office Item # M8

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $33,880 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 25-077, DRONE PAD AND FENCING - FIRE STATION NO'S. 4 AND 8, SETTING FORTH $5,082 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Cedar Ridge Landscape, Inc., for Project No. 25-077, Drone Pad and Fencing - Fire Station No's. 4 and 8.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of the construction of a concrete pad/foundation, an ornamental fence with gate, and other incidental items as detailed in the plans and specifications. Drone pad and fencing will be installed at Fire Station No. 4, at 2201 Lake Ave, Pueblo, CO 81004, and Fire Station No. 8 at 1551 Bonforte Blvd. Pueblo CO 81001.

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

FINANCIAL IMPLICATIONS:

Funding (including contingencies), in the amount of $38,962.00, will be paid from Project Account PS2410 — Real Time Crime Center

BOARD/COMMISSION RECOMMENDATION

None.

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-077 Drone Pad and Fencing - Fire Station No. 4 - Addendum No.1

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

RESOLUTION NO. 16126

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $33,880 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 25-077, DRONE PAD AND FENCING - FIRE STATION NO'S. 4 AND 8, SETTING FORTH $5,082 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-077, Drone Pad and Fencing - Fire Station No's. 4 and 8 have been received and examined; AND,

WHEREAS, the proposal of Cedar Ridge Landscape, Inc., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 25-077, Drone Pad and Fencing - Fire Station No's. 4 and 8 to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-077, Drone Pad and Fencing - Fire Station No's. 4 and 8 to be performed, and the contract for said project is hereby awarded to Cedar Ridge Landscape, Inc., in the amount of $33,880.00

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work……$5,082.00

SECTION 4.

Funding, in the amount of $38,962.00 shall be from Project Account PS2410 — Real Time Crime Center.

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.

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

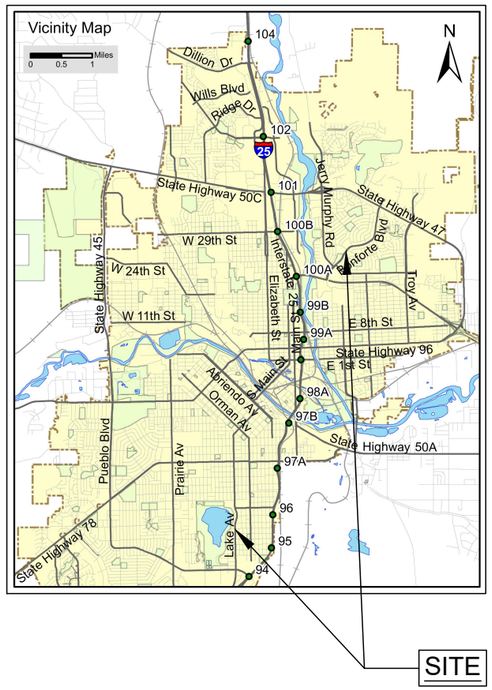
APPROVED: DocuSigned by: Mark Cliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

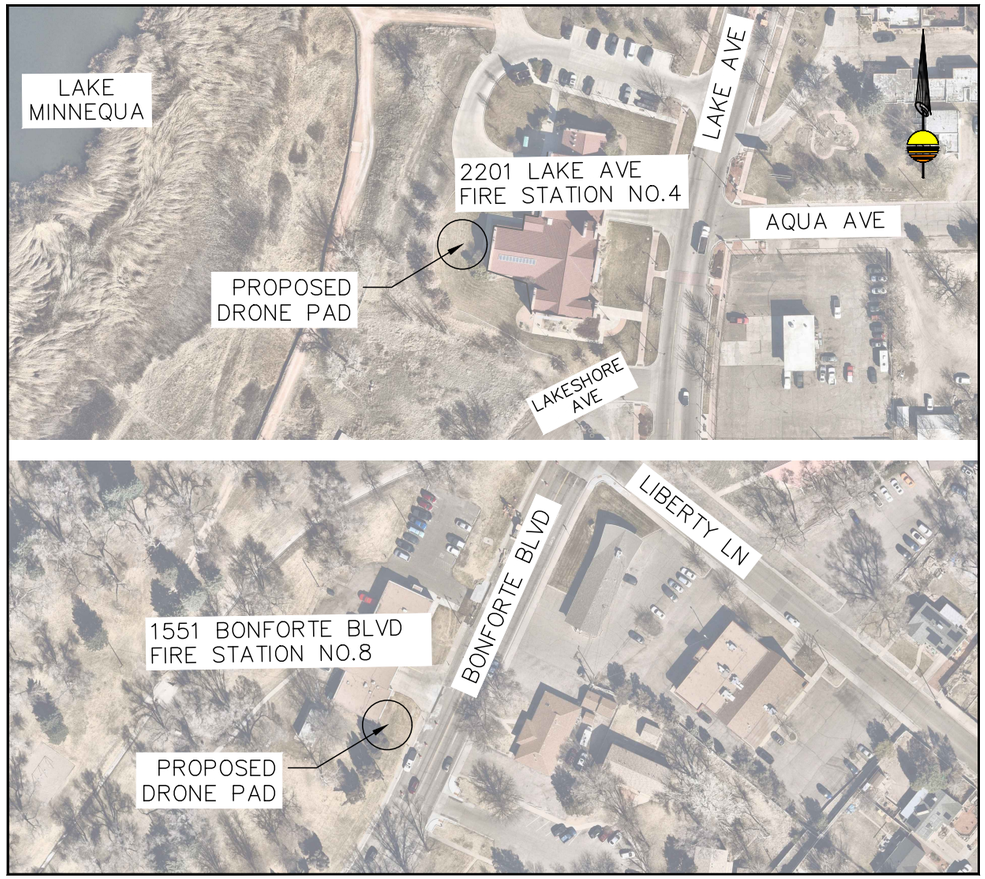
ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

DRONE PAD AND FENCING - FIRE STATION NO. 4

PROJECT 25-077 (PS2410)

City of Pueblo, Colorado





PROJECT LOCATION
SCALE 1"=150'

SHEET INDEX	
DESCRIPTION	**SHEET NO.**
COVER	1
SITE PLAN – FIRE STATION NO. 4 2201 LAKE AVE	2
FENCE & GATE DETAILS	3
SITE PLAN – FIRE STATION NO. 8 1551 BONFORTE BLVD	4

Utility Companies and Contact List				
Company	**Name**		**Email**	**Phone**
Black Hills Energy	Lance	Peters	Lance.Peters@blackhillscorp.com	719-877-1686
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	Noah	Stamm	nstamm@pueblo.us	719-553-2279
City of Pueblo Public Works	Lisa	Pate	lpate@pueblo.us	719-553-2269
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	Jeremiah	Storrer	jstorrer@pueblo.us	719-568-1502
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.

ADDENDUM NO. 1 9/3/25

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

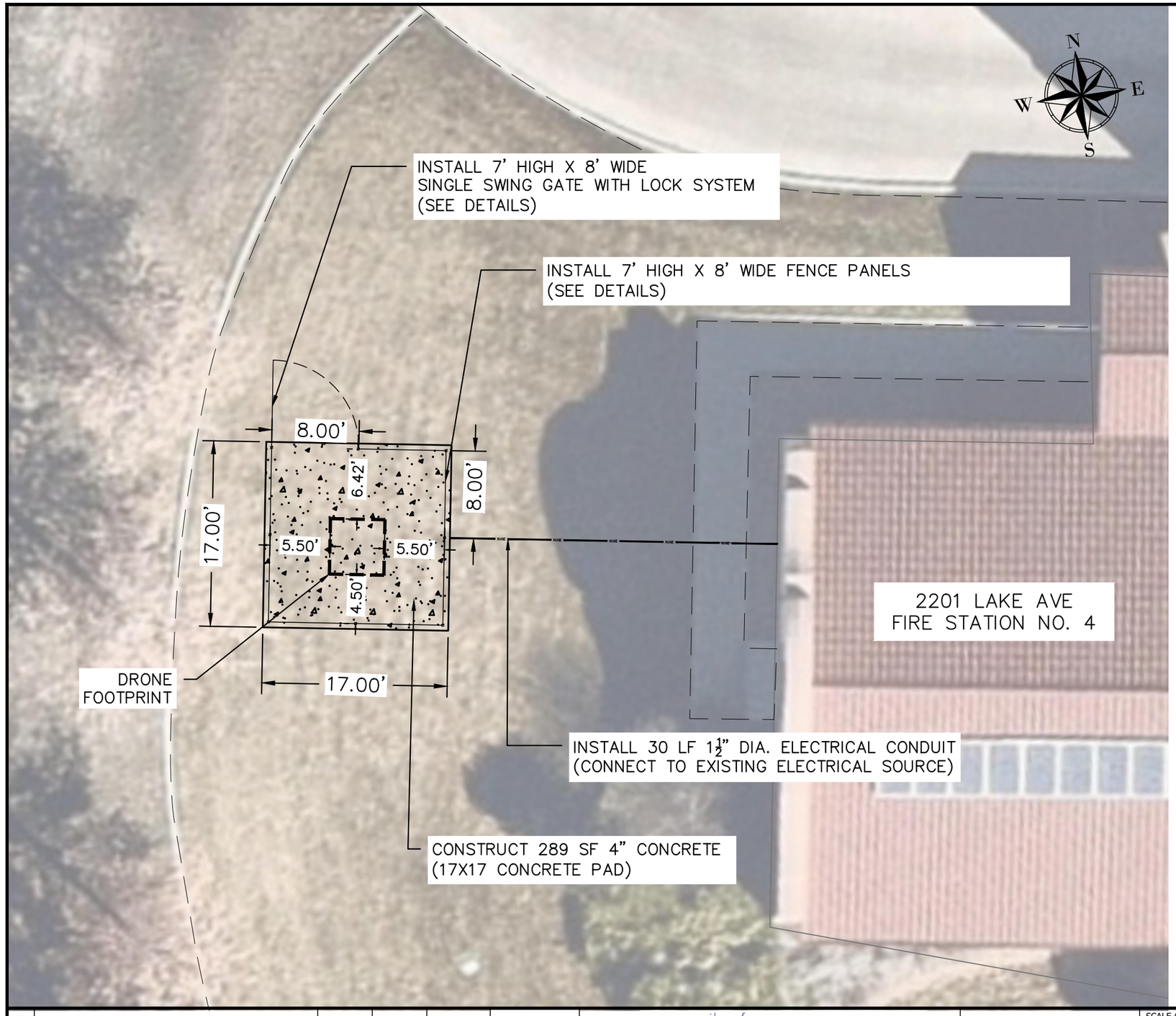
SCALE (H):
SCALE (V):
DRAWN BY: KA
DESIGNED BY: CR
CHECKED BY: CR
DATE: 8/19/2025

PROJECT 25-077 (PS2410)
DRONE PAD AND FENCING - FIRE STATION NO. 4

COVER

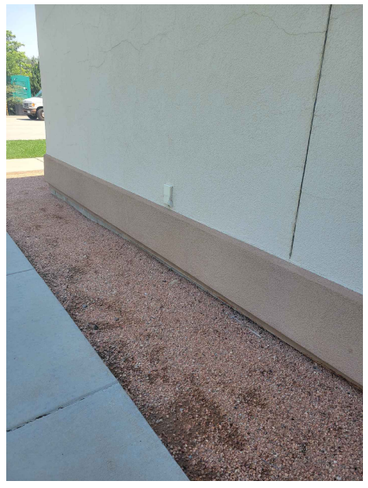
DRAWING NO.

SHEET NO. 1





WEST SIDE OF FIRE STATION NO. 4



ELECTRICAL SOURCE ON
WEST SIDE OF BUILDING

ADDENDUM NO. 1 9/3/25

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

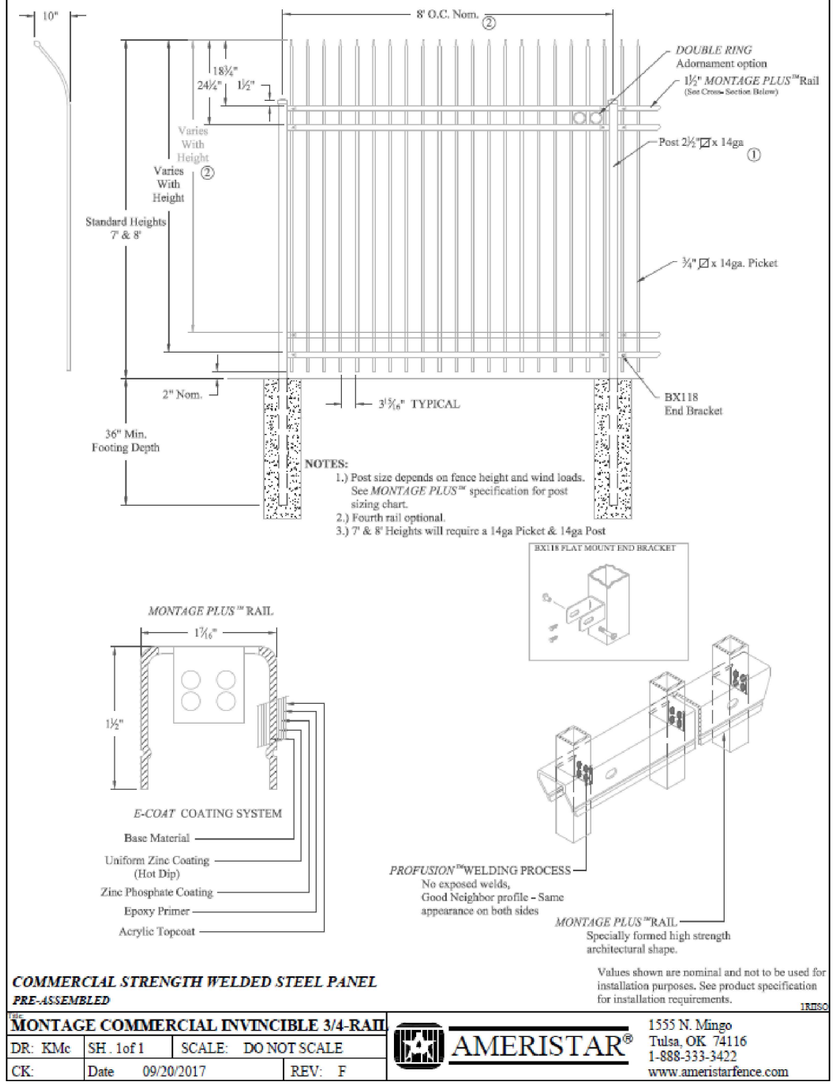
SCALE (H): 1" = 10'
SCALE (V):
DRAWN BY: KA
DESIGNED BY: CR
CHECKED BY: CR
DATE: 8/19/2025

PROJECT 25-077 (PS2410)
DRONE PAD AND FENCING - FIRE STATION NO. 4

SITE PLAN - FIRE STATION NO. 4
2201 LAKE AVE

DRAWING NO.

SHEET NO. 2

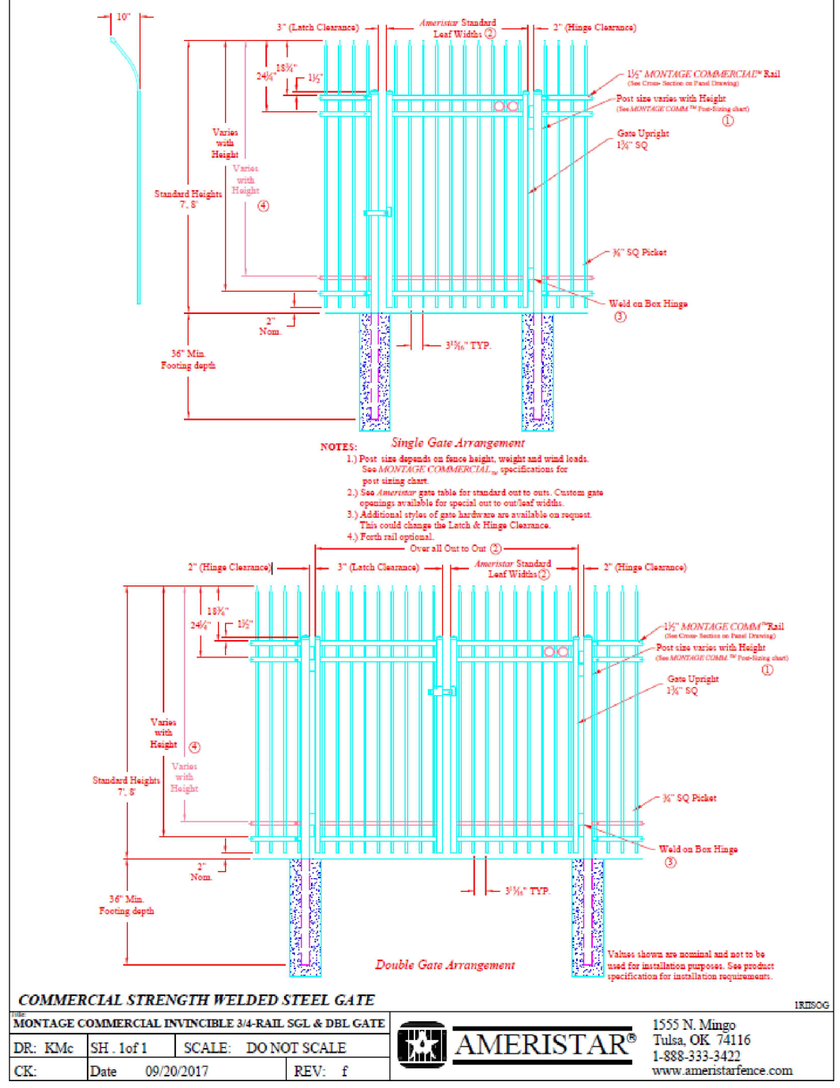


COMMERCIAL STRENGTH WELDED STEEL PANEL

PRE-ASSEMBLED

Title: MONTAGE COMMERCIAL INVINCIBLE 3/4-RAIL		
DR: KMc	SH . 1of 1	SCALE: DO NOT SCALE
CK:	Date 09/20/2017	REV: F

AMERISTAR®
1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com



COMMERCIAL STRENGTH WELDED STEEL GATE

1RHSOG

Title: MONTAGE COMMERCIAL INVINCIBLE 3/4-RAIL SGL & DBL GATE		
DR: KMc	SH . 1of 1	SCALE: DO NOT SCALE
CK:	Date 09/20/2017	REV: f

AMERISTAR®
1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com

ADDENDUM NO. 1 9/3/25

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

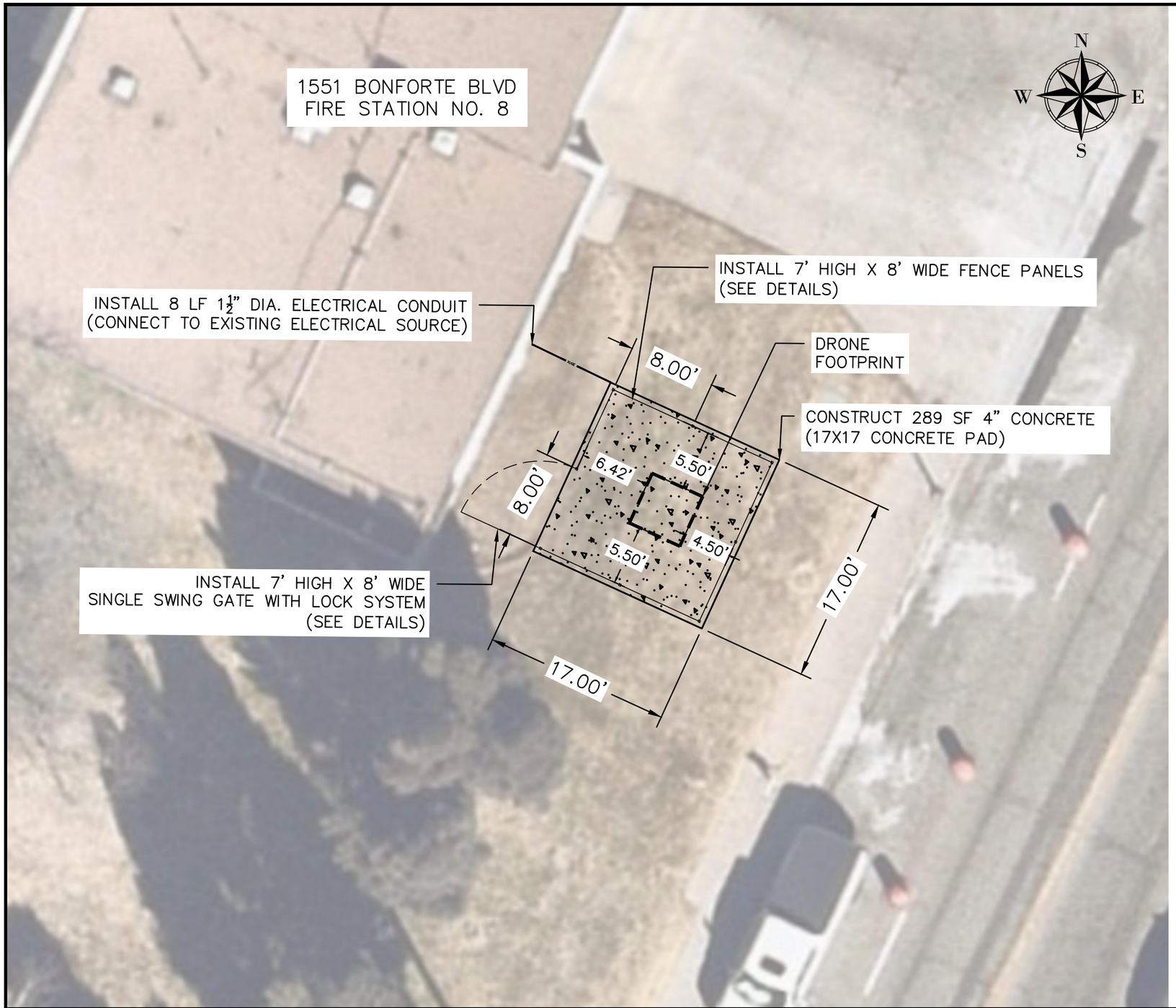
SCALE (H): N.T.S
SCALE (V):
DRAWN BY: KA
DESIGNED BY: CR
CHECKED BY: CR
DATE: 8/19/2025

PROJECT 25-077 (PS2410)
DRONE PAD AND FENCING - FIRE STATION NO. 4

FENCE PANEL AND GATE DETAILS

DRAWING NO.

SHEET NO. 3





SOUTH EAST SIDE OF FIRE STATION NO. 8



SOUTH EAST SIDE (LOOKING NORTH)
OF FIRE STATION NO. 8

ADDENDUM NO. 1 9/3/25

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: KA
DESIGNED BY: CR
CHECKED BY: CR
DATE: 8/19/2025

PROJECT 25-077 (PS2410)
DRONE PAD AND FENCING - FIRE STATION NO. 4

SITE PLAN - FIRE STATION NO. 8
1551 BONFORTE BLVD

DRAWING NO.

SHEET NO. 4

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Kurt Patrick, Director of StormWater

SUBJECT: A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $21,400 TO RUSS GRADING AND EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) WITH RESPECT TO EMERGENCY STORM SEWER POINT REPAIR ON KINGSROYAL BLVD., APPROVING A CHANGE ORDER IN THE AMOUNT OF $6,410.21 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract in the amount of $21,400 to Russ Grading and Excavating LLC, under contract No. 25-012 for an emergency storm sewer point repair on Kingsroyal Blvd and approves a change order in the amount of $6,410.21.

PREVIOUS COUNCIL ACTION:

On 3/24/2025, City Council passed Resolution #15934, which approved the award of the 2025 -2027 Emergency Storm Sewer Point Repair Contract to multiple contractors which were qualified via competitive bid.

BACKGROUND:

Stormwater Utility was notified of a sinkhole on Kingsroyal Blvd. A CCTV inspection revealed the storm pipe had significant damage where the sinkhole occurred. An emergency point repair was performed to repair the stormwater infrastructure.

The contract with the unit prices for the estimated work performed by Russ Grading & Excavating LLC can be found attached. This work was performed under the 2025-2027 Emergency Storm Sewer Point Repair Resolution #15934 through which contractors were qualified via competitive bid.

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

FINANCIAL IMPLICATIONS:

Funding in the amount of $27,810.21 will be paid from the Stormwater Utility budget — Project Account SWAN03, for Point Repairs and Pipe Cleaning.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-012 Kingsroyal EPR Exhibit
2. 25-012 Kingsroyal Change Order
3. 25-012 Kingsroyal EPR Contract
4. 25-012 Kingsroyal EPR for Traffic Control
5. 25-012 Kingsroyal EPR Invoice

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

RESOLUTION NO. 16134

A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $21,400 TO RUSS GRADING AND EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) WITH RESPECT TO EMERGENCY STORM SEWER POINT REPAIR ON KINGSROYAL BLVD., APPROVING A CHANGE ORDER IN THE AMOUNT OF $6,410.21 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

WHEREAS, the point repair work was awarded to Russ Grading & Excavating LLC, under the 2025-2027 Emergency Storm Sewer Point Repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby ratifies and approves the contract for emergency repair of storm sewer on Kingsroyal Blvd with Russ Grading & Excavating LLC, Project No. 25-012 (SWAN03) — awarded to said bidder in the amount of $27,810.21, which amount includes all contract change orders.

SECTION 2.

Funds for Project No. 25-012 (SWAN03) – Emergency Storm Sewer Point Repair on Kingsroyal Blvd shall be paid from the Stormwater Utility Fund – Project Account SWAN03, Point Repairs & Pipe Cleaning.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payment authorized under the contract and the contract change order in the amount of $27,810.21, are hereby ratified.

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

SECTION 5.

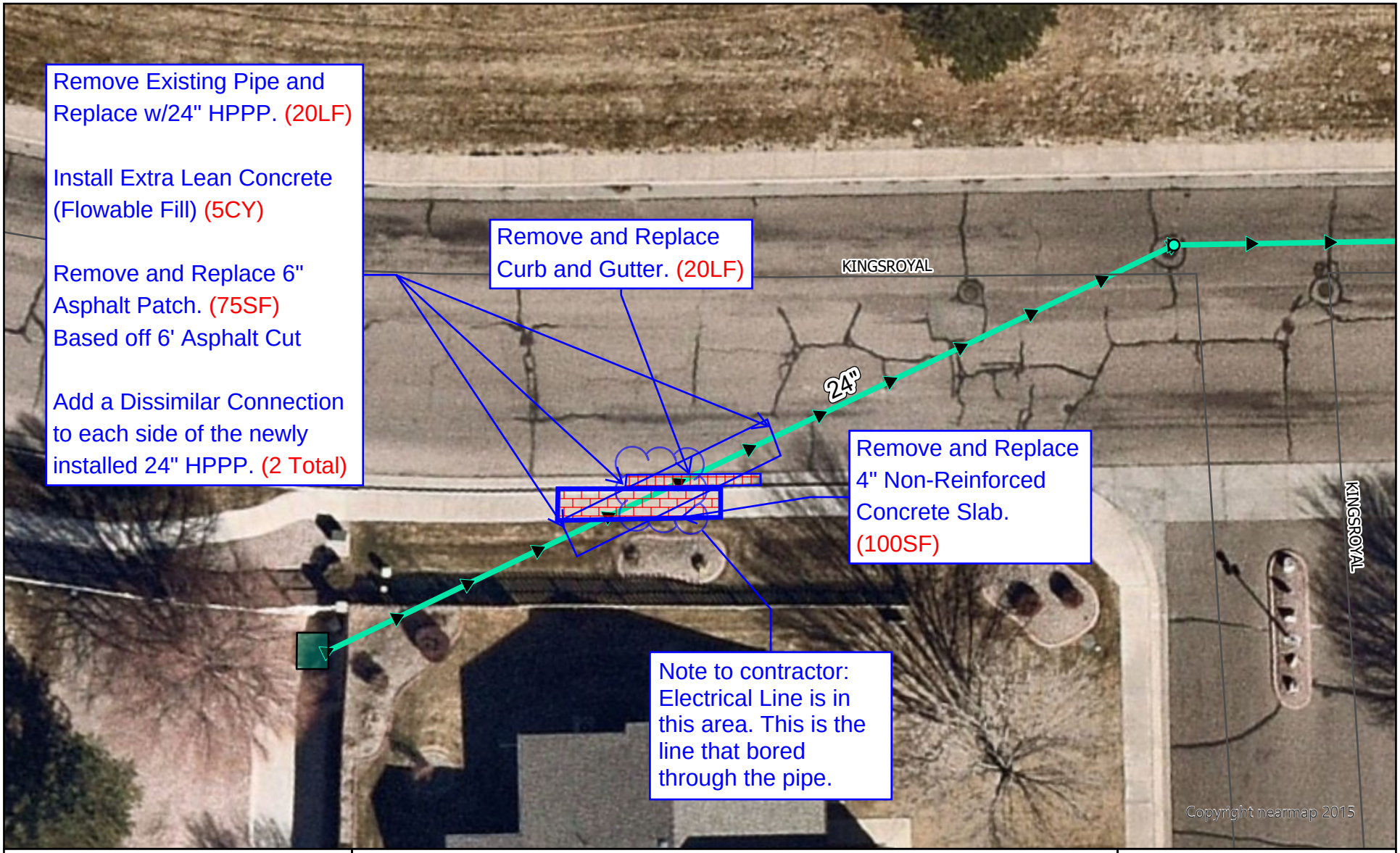
This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK



N

0 10 20 US Feet

Kingsroyal EPR

The City of Pueblo, Colorado does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein.

nearmap.com

CITY OF PUEBLO STORMWATER UTILITY

City Of Pueblo **Contract Change Order** Stormwater Utility Department

Project Number : 24-021R **Change Order No. :** 1 **Date:** September 9, 2025

Project Name : Kingsroyal

Contractor : Russ Grading and Excavating, LLC

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
Item #1	Remove Existing Pipe and Replace w/24" High Performance Polypropylene Pipe Less than 8' Deep **(Decrease-20LF)**	$5,460.00	
Item #2	Remove and Replace 4" Non-Reinforced Concrete Slab **(Decrease-150SF)**	$2,500.00	
Item #3	Dissimilar Pipe Connection for Pipe 24" to 36" **(Decrease 1EA)**	$2,100.00	
Item #4	Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Less than 8' Deep **Increase-15LF)**		$3,750.00
Item #5	Remove and Replace 4" Non-Reinforced Concrete Slab **(Increase-150SF)**		$3,000.00
Item #6	Remove and Replace Standard Curb and Gutter **(Increase-10SF)**		$750.00
Item #7	Install Extra Lean Concrete (Flowable Fill) **(Increase-15CY)**		$3,375.00
Item #8	Dissimilar Pipe Connection for Pipe 12" to 18" **(Increase-2EA)**		$2,800.00
Item #9	Remove and Replace 6" Asphalt Patch **(Increase-45SF)**		$675.00
Item #10	Traffic Control + 10% **(Increase-1LS)**		$2,120.21
	TOTAL	$10,060.00	$16,470.21

Net Adjustment This Change Order	$	$6,410.21
Amount of Previous Change Order(s)	$	$0.00
Original Contract Amount	$	$21,400.00
Total Adjusted Contract Amount To Date	$	$27,810.21

Reason For Change:
The change order is for additional pipe, removal and replacement of materials and unforseen miscellaneous items. Also, for a decrease in material during the project.

The time provided for completion of the contract is increased by twelve (12) days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto. The adjustment to the contract amount and contract time, if any, made by this change order constitutes full compensation to the Contractor for the work included within this change order, and Contractor's acceptance hereof constitutes a waiver of any contract and equitable claims on account thereof.

Prepared by: Negi Wenman Date: 9-16-2025
Stormwater Inspector

Reviewed by: _____ Date: 9/16/2025
Project Manager

Accepted by: _____ Date: 9/16/25
Contractor's Representative

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

Approved by: _____ Date: 9/16/25
Director of Stormwater

Docusign Envelope ID: 0E5FEE36-E71A-44D2-A55F-97ED11B465B1

REQUEST FOR QUOTATIONS

Bid No: **25-012**
Bid Name: **2025-2027 Emergency Storm Sewer Point Repair - Kingsroyal**

The undersigned, having become familiar with the local conditions affecting the cost of the work, and with the contract documents, including advertisement for bids, the form of proposal, the form of contract, form of bond, special provisions of the contract, general provisions of the contract, etc., plans, drawings and specifications, issued and attached to the contract documents on file in the office of the Purchasing Agent, hereby proposes to furnish all of the labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction of **2025-2027 Emergency Storm Sewer Point Repair – Kingsroyal** in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

2025-2027 Emergency Storm Sewer Point Repair					Russ Grading & Excavating LLC	
Line Item	Description		Unit of Measure	Quantity	Unit Cost	Total Cost
1	Remove Existing Pipe and Replace w/24" High Performance Polypropylene Pipe Less than 8'	1-20	LF	20	$273.00	$5,460.00
2	Remove and Replace 4" Non-Reinforced Concrete Slab	21-100	SF	100	$25.00	$2,500.00
3	Remove and Replace Curb and Gutter	1-20	LF	20	$75.00	$1,500.00
4	Install Extra Lean Concrete (Flowable Fill)	1-20	CY	5	$225.00	$1,125.00
5	Dissimilar Pipe Connection for Pipe 24" to 36"	1	EA	2	$2,100.00	$4,200.00
6	Mobilization	1	LS	1	$4,000.00	$4,000.00
7	Remove and Replace 6" Asphalt Patch	1	SF	75	$15.00	$1,125.00
8	Rock Sock	1	LF	2	$20.00	$40.00
9	Inlet Protection	1	EA	2	$350.00	$700.00
10	Stockpile Management		EA	1	$500.00	$500.00
11	Concrete Washout Area	1	EA	1	$250.00	$250.00
	Total					**$21,400.00**

The Grand Total Bid shall be the basis for establishing the amount of the payment and performance bonds for projects with a Grand Total Bid equal to or greater than $50,000.00. The total bid is based on quantities and dimensions shown on the proposal form and is subject to additions or reductions according to the actual construction quantities as determined by the Engineer upon completion of the construction.

The City reserves the right to adjust the required quantities and the Contractor shall furnish said quantities at the unit price quoted above. The time allowed for construction shall be adjusted in direct proportion of the adjusted quantities to the estimated quantities.

Docusign Envelope ID: 0E5FEE36-E71A-44D2-A55F-97ED11B465B1

The undersigned has carefully checked the above quantities against the plans and specifications before preparing this proposal and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be done in accordance with the plans and specifications.

The Contractor shall be subject to all applicable City, County, State and Federal Taxes in the performance of this contract.

Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS for every calendar day after the allotted time given until the work is completed and accepted by the City of Pueblo.

NOTE: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being not responsive to the advertisement for bids.

Business Name: Russ Grading & Excavating, LLC

Business Address: 1010 S. Reading Ave.

Pueblo, CO 81001

Signature: DocuSigned by: Bailey Russ 2CFAACE282B2470... Date: 8/8/2025 | 4:27 PM PDT

Printed Name and Title: Bailey Russ, Managing Member

Docusign Envelope ID: 0E5FEE36-E71A-44D2-A55F-97ED11B465B1

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 7th day of August, 2025, by and between the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Russ Grading & Excavating, LLC, a Colorado Limited Liability Company, hereinafter referred to in the Contract Documents as "Contractor".

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

Bid No: **25-012**
Bid Name: **2025-2027 Emergency Storm Sewer Point Repair - Kingsroyal**

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 (Not needed at this time)
   Payment Bond (Not needed at this time)
   Notice to Proceed
   Notice of Award
   Contractor's Proposal
   Addendum No. 1
   Invitation For Bids, including expressly and without limitation, SPECIAL PROVISIONS, LABOR PROVISIONS AND GENERAL PROVISIONS

5. The ***Standard Construction Specifications and Standard Details for City of Pueblo, Colorado***, adopted November 11, 2024, and as most recently amended, and ***The City of Pueblo Drainage Criteria Manual***, adopted April 2023, 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: 0E5FEE36-E71A-44D2-A55F-97ED11B465B1

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

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

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

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

RUSS GRADING & EXCAVATING, LLC

By DocuSigned by: Bailey Russ 2CFAACE282B2470... Bailey Russ

Title Managing Member

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By DocuSigned by: Naomi Hedden 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: 01FBACDE22B04B4... Danny Nunn, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW:

DocuSigned by: Robert Jagger 502480B56EFCAC8... Robert P. Jagger, Deputy City Attorney

Docusign Envelope ID: 0E5FEE36-E71A-44D2-A55F-97ED11B465B1

NOTICE TO PROCEED

August 7, 2025

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

Ref: Bid No: 25-012
Bid Name: 2025-2027 Emergency Storm Sewer Point Repair - Kingsroyal

You are hereby authorized to proceed on August 14, 2025, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

You have fourteen (14) consecutive calendar days to complete this project. If at that time the project is not complete, you may request additional time via an RFI. Your request will be subject to the discretion of the project engineer. If the project engineer deems your request as appropriate you will be issued an amendment granting the specified additional days.

Sincerely,

DocuSigned by:
Kurt Patrick
83D35AA3F8D04C7...

Kurt Patrick
Director of Stormwater

A-1 BARRICADE & SIGN, INC.

REMIT TO: 201 COLORADO AVE. PUEBLO, CO 81004
719-543-1353 FAX-719-543-6244

RENTED TO	JOB LOCATION	TICKET #
RUSS GRADING & EXCAVATING 1010 S READING ST PUEBLO CO 81001	EMERGENCY SEWER REPAIR KINGSROYAL & MANOR RIDGE ROAD CLOSURE PUEBLO CO 1025	Con# 137437 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
CA28678			W (719) 369-9781	OUT	08/21/25	6:00 AM VV
ID#3	PO/JOB #	RECEIVED BY				
	BAILEY			RETURNED	08/31/25	5:00 PM CT

FINAL

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
	EACH SECTION IS CHARGED PER LIN. FEET. APPX 9' EA									
2	BADN-0000 DRUM CHANNEL DEVICE N/L								66.00	66.00
	$3.00/D					3.00				
3	LABOR-REG LABOR, SU/PU REGULAR							85.00	255.00	255.00
	Rental Text : END OF THE MONTH BILLING, 2 DRUMS STILL OUT									
----- Payments ------										
	FORCE CHARGE 1927.47 08/29/25									

Office Hours:
M-F 7:30am - 5:00pm
Closed For Lunch 12pm - 1pm
Closed Sat. & Sun.

RENT	1426.00
SALES	0.00
OTHER	255.00
DW/FEES	128.34
SMM TAX	0.00
SALES TAX	118.13
USE TAX	0.00
TOTAL DUE	1927.47
	0.00
AMT BILLED	1927.47

Russ Grading & Excavating LLC

24975 South Rd
Pueblo, CO 81006
USA

Voice: 719-369-9781
Fax:

INVOICE

Invoice Number: 552
Invoice Date: Aug 31, 2025
Page: 1

Duplicate

Bill To:
City of Pueblo PO Box 1427 Pueblo, CO 81002

Ship to:
City of Pueblo PO Box 1427 Pueblo, CO 81002

Customer ID	Customer PO	Payment Terms	
City of Pueblo		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Airborne		9/30/25

Quantity	Description	Unit Price	Amount
	KINGSROYAL EPR - AUG 2025		
20.00	24" HP PIPE LESS THAN 8'	273.00	5,460.00
100.00	4" CONC	25.00	2,500.00
20.00	CURB & GUTTER	75.00	1,500.00
5.00	FLOWFILL	225.00	1,125.00
2.00	DISSIMILAR CONNECTION 24-36"	2,100.00	4,200.00
1.00	MOBILIZATION	4,000.00	4,000.00
75.00	6" ASPHALT	15.00	1,125.00
2.00	ROCK SOCK	20.00	40.00
2.00	INLET PROTECTION	350.00	700.00
1.00	STOCKPILE MANAGEMENT	500.00	500.00
1.00	CONCRETE WASHOUT	250.00	250.00
	DECREASE CONTRACT		
-20.00	24" HP PIPE LESS THAN 8'	273.00	-5,460.00
-100.00	4" CONC	25.00	-2,500.00
-1.00	DISSIMILAR PIPE CONNECTION 24-36"	2,100.00	-2,100.00
	CONTRACT INCREASE		
15.00	18" HP PIPE LESS THAN 8'	250.00	3,750.00
150.00	4" CONC	20.00	3,000.00
10.00	CURB & GUTTER	75.00	750.00
15.00	FLOWFILL	225.00	3,375.00
2.00	DISSIMILAR PIPE CONNECTION 12-18"	1,400.00	2,800.00

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
TOTAL	**Continued**

Check/Credit Memo No:

Russ Grading & Excavating LLC
24975 South Rd
Pueblo, CO 81006
USA

Voice: 719-369-9781
Fax:

INVOICE

Invoice Number: 552
Invoice Date: Aug 31, 2025
Page: 2

Duplicate

Bill To:	Ship to:
City of Pueblo PO Box 1427 Pueblo, CO 81002	City of Pueblo PO Box 1427 Pueblo, CO 81002

Customer ID	Customer PO	Payment Terms	
City of Pueblo		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Airborne		9/30/25

Quantity	Description	Unit Price	Amount
45.00	6" ASPHALT	15.00	675.00
1.00	TRAFFIC CONTROL +10%	2,120.21	2,120.21

Subtotal	27,810.21
Sales Tax	
Total Invoice Amount	27,810.21
Payment/Credit Applied	
TOTAL	**27,810.21**

Check/Credit Memo No:

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

City Clerk's Office Item # M10

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $20,998.85 FROM HUAN01 TO PROJECT ACCOUNT HU2509 AND AWARDING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE A CONSTRUCTION CONTRACT IN THE AMOUNT OF $17,998.85 TO LG CONTRACTORS, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-083, CONCRETE IMPROVEMENTS - EAST 5TH STREET 1500 BLOCK, AND SETTING FORTH $3,000 FOR CONTINGENCIES

SUMMARY:

Attached is a Resolution transferring funds in the amount of $20,998.85 from Project Account HUAN01, Street Resurfacing to Project Account HU2509 Concrete Imp - 1500 Block East 5th, awarding a Construction Contract to Lg Contractors, LLC., for Project No. 25-083 Concrete Improvements - East 5th Street 1500 Block.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of the removal and replacement of curb, gutter and sidewalk on the 1500 Block of East 5th Street. This Resolution awards the Construction Contract to Lg Contractors, LLC. It also transfers project funds from Project Account HUAN01 - Street Resurfacing into said account.

FINANCIAL IMPLICATIONS:

Funds in the amount of $20,998.85 will be transferred from Project Account HUAN01, Street Resurfacing into Project Account HU2509 - Concrete Imp - 1500 Block East 5th.

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Funding in the amount of $17,998.85 plus $3,000.00 for contingencies shall be paid from HU2509.

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. 25-083 Bid Summary
2. Mayor's Approval

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

RESOLUTION NO. 16127

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $20,998.85 FROM HUAN01 TO PROJECT ACCOUNT HU2509 AND AWARDING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE A CONSTRUCTION CONTRACT IN THE AMOUNT OF $17,998.85 TO LG CONTRACTORS, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-083, CONCRETE IMPROVEMENTS - EAST 5TH STREET 1500 BLOCK, AND SETTING FORTH $3,000 FOR CONTINGENCIES

WHEREAS, competitive bids for Project No. 25-083 Concrete Improvements - East 5th Street 1500 Block have been received and examined; and,

WHEREAS, the proposal of Lg Contractors, LLC., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-083 Concrete Improvements - East 5th Street 1500 Block to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of $20,998.85 are hereby transferred from Project Account HUAN01 Street Resurfacing to Project Account HU2509 Concrete Imp - 1500 Block East 5th.

SECTION 2.

The City Council authorizes Project No. 25-083 Concrete Improvements — East 5th Street 1500 Block to be performed, and the contract for said project is hereby awarded to Lg Contractors, LLC., in the amount of $17,998.85.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work……$3,000.00

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

SECTION 5.

Funds for Project No. 25-083, in the amount of $20,998.85 ($17,998.85 + $3,000.00 for contingencies and additional work), shall be from Project Account HU2509, Concrete Improvements - 1500 Block East 5th.

SECTION 6.

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

SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

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

EVALUATION TABULATION

IFB No. 25-083 (HUAN01)

Concrete Improvements - East 5th Street 1500 Block

RESPONSE DEADLINE: September 3, 2025 at 10:00 am
Report Generated: Wednesday, September 3, 2025

VENDOR TOTALS

Vendor	Total
Lg Contractors	$17,998.85
Cedar Ridge Landscape, Inc	$21,230.00
Wicked Outlaw Construction	$22,797.00
Baha Construction, Inc.	$36,373.50
Latcon Corp	$44,813.87

BASE BID

BASE BID					Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Latcon Corp		Lg Contractors		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	295	S.F.	$5.00	$1,475.00	$1.50	$442.50	$9.32	$2,749.40	$3.00	$885.00	$3.00	$885.00
X	2	Remove Curb and Gutter	108	L.F.	$6.00	$648.00	$7.00	$756.00	$21.20	$2,289.60	$3.00	$324.00	$4.00	$432.00
X	3	Remove Curb Head	54	L.F.	$15.00	$810.00	$5.00	$270.00	$28.88	$1,559.52	$2.90	$156.60	$4.00	$216.00
X	4	Remove Concrete	843	S.F.	$4.00	$3,372.00	$1.25	$1,053.75	$7.27	$6,128.61	$2.75	$2,318.25	$3.00	$2,529.00
X	5	Construct Curb and Gutter	108	L.F.	$45.00	$4,860.00	$38.00	$4,104.00	$50.08	$5,408.64	$30.00	$3,240.00	$30.00	$3,240.00
X	6	Construct 4" Concrete	107	S.F.	$15.50	$1,658.50	$8.25	$882.75	$16.30	$1,744.10	$5.00	$535.00	$5.00	$535.00
X	7	Construct 6" Concrete	780	S.F.	$16.00	$12,480.00	$11.70	$9,126.00	$8.96	$6,988.80	$7.00	$5,460.00	$9.00	$7,020.00
X	8	Construct Asphalt Roadway Patch	295	S.F.	$18.00	$5,310.00	$9.00	$2,655.00	$13.58	$4,006.10	$10.00	$2,950.00	$12.00	$3,540.00
X	9	Install Class 6 Base Material (Place and Compact)	18	TONS	$120.00	$2,160.00	$55.00	$990.00	$84.55	$1,521.90	$35.00	$630.00	$50.00	$900.00

BASE BID					Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Latcon Corp		Lg Contractors		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	10	Erosion and Sediment Control	1	L.S.	$300.00	$300.00	$100.00	$100.00	$667.52	$667.52	$500.00	$500.00	$1,000.00	$1,000.00
X	11	Traffic Control	1	L.S.	$800.00	$800.00	$450.00	$450.00	$2,002.56	$2,002.56	$500.00	$500.00	$2,000.00	$2,000.00
X	12	Mobilization	1	L.S.	$2,500.00	$2,500.00	$400.00	$400.00	$9,747.12	$9,747.12	$500.00	$500.00	$500.00	$500.00
Total						$36,373.50		$21,230.00		$44,813.87		$17,998.85		$22,797.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	Cedar Ridge Landscape, Inc	Latcon Corp	Lg Contractors	Wicked Outlaw Construction
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS					
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass
CERTIFICATIONS					
CERTIFICATION STATEMENT	Pass	Pass	Pass	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response	No Response	No Response

Kelly,

Mayor approval below.

Thanks,

Chuck

Charles E. Roy, P.E.

Acting Director of Public Works

City of Pueblo, Colorado

719.553.2271 Office | 719.568.1381 Cell

croy@pueblo.us | www.pubworks@pueblo.us

From: Heather Graham <HGraham@pueblo.us>
Sent: Wednesday, August 27, 2025 1:58 PM
To: Naomi Hedden <nchedden@pueblo.us>
Cc: Charles Roy <CRoy@pueblo.us>; Deborah Rivera <drivera@pueblo.us>
Subject: Re: [External] LEHIGH PRICING

Thanks Naomi. I am sorry I must have missed. I defer to your judgment on it.

Thank you

Get Outlook for iOS

From: Naomi Hedden <nchedden@pueblo.us>
Sent: Wednesday, August 27, 2025 1:57:42 PM
To: Heather Graham <HGraham@pueblo.us>
Cc: Charles Roy <CRoy@pueblo.us>; Deborah Rivera <drivera@pueblo.us>
Subject: RE: [External] LEHIGH PRICING

Mayor,

It was just brought to my attention that I never got an approval email from you. That next week was a difficult one, so I didn't notice. I believe the work has already been done, but I still need your approval for the file. Sorry for that oversight.

Naomi

For Bids and RFPs: www.pueblo.us/purchasing A vendor registration guide is available at: ***Vendor Registration***

Vendor Registration: https://procurement.opengov.com/portal/pueblo . **THERE IS NO COST FOR VENDORS TO REGISTER WITH OpenGov.**

From: Naomi Hedden
Sent: Friday, July 25, 2025 11:53 AM
To: Heather Graham <HGraham@pueblo.us>
Cc: Charles Roy <CRoy@pueblo.us>; Deborah Rivera <drivera@pueblo.us>
Subject: FW: [External] LEHIGH PRICING
Importance: High

Mayor,

Chuck mentioned that he had spoken with you this morning about the need to get this work done by Russ Grading now that they're already mobilized and working on a BOWW project on Lehigh. I approved it as a sole source; however, you need to approve it so we can move forward with it now and then take it to City Council as a Resolution later to ratify the award of an emergency construction contract. May I please get your approval to move forward with the contract?

Naomi

For Bids and RFPs: www.pueblo.us/purchasing A vendor registration guide is available at: ***Vendor Registration***

Vendor Registration: https://procurement.opengov.com/portal/pueblo . **THERE IS NO COST FOR VENDORS TO REGISTER WITH OpenGov.**

From: Charles Roy <CRoy@pueblo.us>
Sent: Thursday, July 24, 2025 7:39 AM
To: PURCHASING_ALIAS_MAILER <purchasing@pueblo.us>
Cc: Geraldine Roque <GRoque@pueblo.us>; Shelley Rodriguez <srodriguez@pueblo.us>; Bob Quintana <bquintana@pueblo.us>; Lisa Pate <LPate@pueblo.us>; Kurt Patrick <KPatrick@pueblo.us>
Subject: FW: [External] LEHIGH PRICING

Attached is the proposal from Bailey Russ for the asphalt and concrete work on Lehigh in conjunction with the BOWW project.

I am assuming this agreement would be signed by Naomi.

Thanks,

Chuck

Charles E. Roy, P.E.

Acting Director of Public Works

City of Pueblo, Colorado

719.553.2271 Office | 719.568.1381 Cell

croy@pueblo.us | www.pubworks@pueblo.us

From: Bailey Russ <bruss.rgx@gmail.com>
Sent: Wednesday, July 23, 2025 6:13 PM
To: Charles Roy <CRoy@pueblo.us>
Subject: [External] LEHIGH PRICING

External email. Please use caution.

Chuck,

Please see attached pricing for the concrete and overlay in Lehigh. I have doug planning to start monday am, paving will start around the 7th.

Thanks!

--

Bailey Russ

Russ Grading & Excavating LLC.

(719) 369-9781

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

City Clerk's Office Item # M11

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-28) TO THE PUEBLO PERFORMING ARTS GUILD FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG CITY CENTER DRIVE BETWEEN SOUTH ELIZABETH STREET EAST TO WEST FOR THE PURPOSE OF FACILITATING A FUNDRAISING EVENT, SEPTEMBER 27, 2025, FROM 9:00 A.M. TO 11:59 P.M.

SUMMARY:

Attached is a resolution authorizing the issuance of a Revocable Permit (REV 25-28) submitted by the Pueblo Performing Arts Guild for a fundraising event.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Pueblo Performing Arts Guild has submitted a Revocable Permit (REV-25-28) for the use of the public right-of-way along City Center Drive between South Elizabeth Street east to west for the purpose of facilitating a fundraising event, September 27, 2025, from 9:00 a.m. to 11:59 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting a fundraising event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-28

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

RESOLUTION NO. 16128

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-28) TO THE PUEBLO PERFORMING ARTS GUILD FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG CITY CENTER DRIVE BETWEEN SOUTH ELIZABETH STREET EAST TO WEST FOR THE PURPOSE OF FACILITATING A FUNDRAISING EVENT, SEPTEMBER 27, 2025, FROM 9:00 A.M. TO 11:59 P.M.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-28) is authorized to be issued to the Pueblo Performing Arts Guild for the use of the public right-of-way along City Center Drive between South Elizabeth Street east to west for the purpose of facilitating a fundraising event, September 27, 2025, from 9:00 a.m. to 11:59 p.m.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
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: **Pueblo Arts Alliance 107 S Grand Ave 719-242-6652 107 S Grand LLC**
2. Permitted Area: **To close City Center Drive and S. Elizabeth Street - east to west**
3. Purpose of Revocable Permit: **A fundraising event for Pueblo Arts and Alliance.**
4. Commencement Date: **September 27, 2025** Time: **9:00am**
5. Ending Date: **September 27, 2025** Time: **11:59pm**

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 5th day of September, 2025.

PERMITTEE:
Organization or Individual: Pueblo Arts Alliance
By:
Title: Executive Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 5th day of September, 2025 by Christina McCann as Executive Director of Pueblo Arts Alliance.

My commission expires: 7/15/2028.

Danica M

Notary Public

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

By _____

Heather Graham, Mayor

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

City Clerk's Office Item # M12

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JOSHUA ALLISON, NORM GONZALES, JANET SCHRANER, AND MARY VIETH TO SERVE A THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2028, ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Joshua Allison, Norm Gonzales, Janet Schraner, and Mary Vieth to serve a three-year term on the Pueblo Memorial Airport Advisory Committee.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to boards and commissions selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the term expirations of Janet Schraner, Michael Occhiato, Josh Allison, and Norm Gonzales, there are three appointments available to serve a three-year term ending September 30, 2028 on the Pueblo Memorial Airport Advisory Committee. Joshua Allison, Janet Schraner, and Norm Gonzales are all eligible for reappointment.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

N/A

ALTERNATIVES:

Remove from the agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

RESOLUTION NO. 16129

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JOSHUA ALLISON, NORM GONZALES, JANET SCHRANER, AND MARY VIETH TO SERVE A THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2028, ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Joshua Allison, Norm Gonzales, Janet Schraner, and Mary Vieth to the Pueblo Memorial Airport Advisory Committee; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Joshua Allison, Norm Gonzales, Janet Schraner, and Mary Vieth to the Pueblo Memorial Airport Advisory Committee to serve a three-year term expiring September 30, 2028 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: September 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02E8DFFC3D43C...
CITY CLERK

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

City Clerk's Office Item # M13

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Kurt Patrick, Director of StormWater

SUBJECT: A RESOLUTION APPROVING A RELEASE OF DRAINAGE EASEMENTS WITH RESPECT TO RPB 24-03

SUMMARY:

This Resolution authorizes the release of 3 drainage easements whereas an alternate drainage easement has been dedicated by separate instrument as part of the Tractor Supply development.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Three drainage easements located on Block 3, Lots 5, 6, and 7 were granted to the city in 2007 for the purpose of stormwater detention in the Regency Business Park, LLC Filing 1 subdivision. The property has since then rearranged into one singular lot under RPB-24-03 and is now identified as Parcel A.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

ALTERNATIVES:

Alternatives No. 1 – No action
Under this alternative, the drainage easements would remain in place and have no use.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Release of Easement & Exhibit A
2. Regency Business Park, LLC Filing 1 - Plat
3. Release of Easement Request from NorthStar Engineering and Surveying
4. New Drainage Easement

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

RESOLUTION NO. 16130

A RESOLUTION APPROVING A RELEASE OF DRAINAGE EASEMENTS WITH RESPECT TO RPB 24-03

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Release of Easement, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Release of Easement in the name of the City. The City Clerk is directed to attest same, affix the seal of the City thereto and record the executed and acknowledged Release of Easement together with a certified copy of this resolution in the office of the Pueblo County Clerk and Recorder. The recording fees shall be paid for by Atwater Pueblo Colorado, LLC.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB402...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

RELEASE OF EASEMENT

This release of easements is made on _____, 2025, by Pueblo, a Municipal Corporation ("City"), whose legal address is One City Hall Place, Pueblo, Colorado 81003.

WHERAS, Regency Business Park, LLC, is the original Grantor and the City is the Grantee of the drainage easements and rights of way set forth in the following instruments: (a) Drainage Easement within Lot 5, Block 3 Regency Business Park, LLC. (Reception No. 1722155) filed for record April 16, 2007 in the office of the Pueblo County Clerk and Recorder, (b) The Drainage Easement within Lot 6, Block 3 Regency Business Park, LLC. (Reception No. 1722156) filed for record April 16, 2007 in the office of the Pueblo County Clerk and Recorder, and (c) The Drainage Easement within Lot 7, Block 3 Regency Business Park, LLC. (Reception No. 1722157) filed for record April 16, 2007 in the office of the Pueblo County Clerk and Recorder (collectively herein the "Stormwater Easements"). Copies of the Stormwater Easements are attached hereto and collectively labelled Exhibit "A"; and

WHERAS, Atwater Pueblo Colorado, LLC ("Developer"), is the developer and property owner for the property known RPB 24-03, being a lot line rearrangement of Lots 5, 6 and 7 in Block 3 of Regency Business Park, LLC subdivision. As an alternative to the Stormwater Easements, Developer has granted to the City a drainage easement and right of way same being recorded at Reception No. 2382612 on August 20, 2025, in the office of the Pueblo County Clerk and Recorder ("RPB 24-03 Easement");

NOW THEREFORE in consideration of the RPB 24-03 Easement and the continuation of the covenants contained therin, the City releases the Stormwater Easements described in attached Exhibit "A".

Pueblo, a Municipal Corporation

By: _____
Mayor

ATTEST:

_____
City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me on _____, 2025, by Mayor Heather Graham and Marisa Stoller as City Clerk.

Witness my hand and official seal.

My commission expires:

_____
Notary Public

Exhibit “A”

(Stormwater Easements)

EASEMENT AND RIGHT OF WAY

(Facilities To Be Installed And Maintained By Grantor)

THIS EASEMENT, granted this 12th day of October, 2006 by Regency Business Park, LLC, Grantor, to Pueblo, a Municipal Corporation, Grantee:
a Colorado Limited Liability Company

WITNESSETH:

THAT IN CONSIDERATION of the sum of One Dollar ($1.00) and other good and valuable consideration, paid by the Grantee, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, an easement and right of way for the purpose of drainage, in, through, over, under and across Grantor's property situated in Pueblo County, Colorado described in the attached Exhibit "A" (the Property).

Grantor shall install drainage facilities in the Property in accordance with plans and specifications therefore approved by, and on file with Grantee, and, thereafter, Grantor shall maintain the Facilities in good working order and condition, and repair and replace the Facilities.

Grantee shall have the right at its option (but not the obligation) to inspect, control, maintain, repair and replace the Facilities and recover all costs and expenses thereof plus an administrative charge of 15% from the Grantor. For such purposes, Grantee is granted the right to enter upon the Property and adjoining property of Grantor. Failure of Grantee to inspect, control, maintain, repair or replace the Facilities shall not subject the Grantee to any liability for such failure.

Grantor reserves the right to use and occupy the Property for any purpose not inconsistent with the privilege above granted and which will not interfere with or endanger any equipment or facilities therein or use thereof. Such reservation by the Grantor shall in no event include the right to locate or erect or cause to be located or erected on the Property any building or any other structure or manufactured or mobile home or trailer unit.

Grantor warrants to Grantee that Grantor (a) has good and sufficient right and title in and to the Property and full power to grant this easement and right-of-way, and (b) will defend Grantee's quiet and peaceful possession of the Property and easement and right-of-way against all persons who may lawfully claim title to the Property.

DPW 110
12/03/98

1722155
Page: 1 of 4
04/16/2007 02:47P
Gilbert Ortiz PuebloCtyClk&Rec EASE R 21.00 D 0.00

"Grantee" shall include the plural and the feminine. This Easement and Right of Way shall be binding upon, and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the Grantor and Grantee.

SIGNED this 12th day of October, 2006.

GRANTOR: Regency Business Park, LLC
a Colorado Limited Liability Company

By: _____
Clay Whitham, Manager

COUNTY OF PUEBLO)
) ss.
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this 12th day of October, 2006 by Clay Whitham, Manager Regency Business Park, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My Commission Expires: 10-28-2009

(SEAL)

_____
Notary Public

CHERYL BOWMAN NOTARY PUBLIC STATE OF COLORADO

My commission expires 10-28-2009

1722155
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04/16/2007 02:47P
Gilbert Ortiz PuebloCtyClk&Rec EASE R 21.00 D 0.00

EXHIBIT A

DRAINAGE EASEMENT

An easement for Drainage purposes in a portion of Lot 5, Block 3 in Regency Business Park, LLC according to the recorded plat thereof as filed for record at Reception No. 1722138 in the County of Pueblo and the State of Colorado and being more particularly described as follows:

Considering the West line of the SE ¼ of Section 9, Township 21 South, Range 65 West of the 6th P.M. to bear N. 01°08'24" E., and all bearings contained herein being relative thereto.

Commencing at the most Northerly corner of Lot 5, Block 3 said point also being on the Southeasterly right-of-way line of Newmarket Street as presently located; thence S. 52°58'09" W., along the Northeasterly line of said Lot 5 and the Southeasterly right-of-way line of Newmarket Street, a distance of 15.00 feet to the Point of Beginning: thence S. 37°01'51" E., a distance of 89.00 feet; thence S. 52°58'09" W., a distance of 88.00 feet; thence N. 37°01'51" W., a distance of 89.00 feet to a point on the Northwesterly line of said Lot 5, Block 3 and the Southeasterly right-of-way line of Newmarket Street as presently located; thence N. 52°58'09" E., along the Northwesterly line of said Lot 5, Block 3 and the Southeasterly right-of-way line of said Newmarket Street, a distance of 88.00 feet to the Point of Beginning.

Prepared by: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

July 27, 2006

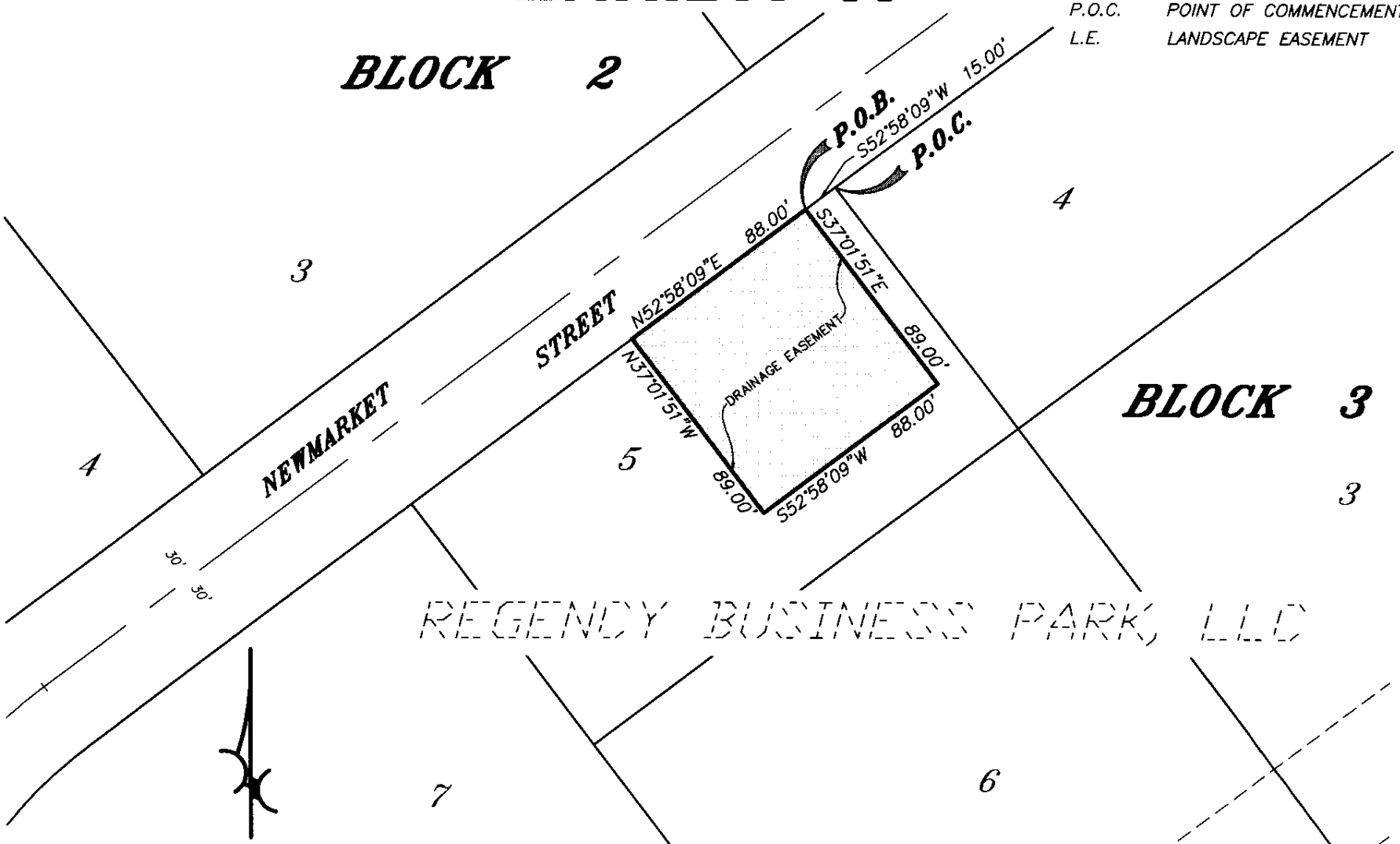
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Gilbert Ortiz PuebloCtyClk&Rec EASE R 21.00 D 0.00

EXHIBIT A

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
L.E.	LANDSCAPE EASEMENT



SCALE: 1" = 60'

0 30' 60' 120'

BASIS OF BEARINGS:

WEST LINE OF THE SE 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. BEARS N.01°08'24"E.

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

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

1722155
Page: 4 of 4
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Gilbert Ortiz PuebloCtyClk&Rec EASE

EASEMENT AND RIGHT OF WAY

(Facilities To Be Installed And Maintained By Grantor)

THIS EASEMENT, granted this 12th day of October, 2006, by Regency Business Park, LLC, Grantor, to Pueblo, a Municipal Corporation, Grantee:
a Colorado Limited Liability Company

WITNESSETH:

THAT IN CONSIDERATION of the sum of One Dollar ($1.00) and other good and valuable consideration, paid by the Grantee, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, an easement and right of way for the purpose of drainage, in, through, over, under and across Grantor's property situated in Pueblo County, Colorado described in the attached Exhibit "A" (the Property).

Grantor shall install drainage facilities in the Property in accordance with plans and specifications therefore approved by, and on file with Grantee, and, thereafter, Grantor shall maintain the Facilities in good working order and condition, and repair and replace the Facilities.

Grantee shall have the right at its option (but not the obligation) to inspect, control, maintain, repair and replace the Facilities and recover all costs and expenses thereof plus an administrative charge of 15% from the Grantor. For such purposes, Grantee is granted the right to enter upon the Property and adjoining property of Grantor. Failure of Grantee to inspect, control, maintain, repair or replace the Facilities shall not subject the Grantee to any liability for such failure.

Grantor reserves the right to use and occupy the Property for any purpose not inconsistent with the privilege above granted and which will not interfere with or endanger any equipment or facilities therein or use thereof. Such reservation by the Grantor shall in no event include the right to locate or erect or cause to be located or erected on the Property any building or any other structure or manufactured or mobile home or trailer unit.

Grantor warrants to Grantee that Grantor (a) has good and sufficient right and title in and to the Property and full power to grant this easement and right-of-way, and (b) will defend Grantee's quiet and peaceful possession of the Property and easement and right-of-way against all persons who may lawfully claim title to the Property.

DPW 110
12/03/98

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Gilbert Ortiz PuebloCtyClk&Rec EASE R 21.00 D 0.00

"Grantee" shall include the plural and the feminine. This Easement and Right of Way shall be binding upon, and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the Grantor and Grantee.

SIGNED this 12th day of October, 2006.

GRANTOR: Regency Business Park, LLC
a Colorado Limited Liability Company

By: _____
Clay Whitham, Manager

COUNTY OF PUEBLO)
) ss.
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this 12th day of October, 2006 by Clay Whitham, Manager Regency Business Park, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My Commission Expires: 10-28-2009

(SEAL)

CHERYL BOWMAN
NOTARY PUBLIC
STATE OF COLORADO

My commission expires 10-28-2009

_____
Notary Public

1722156
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Gilbert Ortiz PuebloCtyClk&Rec EASE R 21.00 D 0.00

EXHIBIT A

DRAINAGE EASEMENT

An easement for Drainage purposes in a portion of Lot 6, Block 3 in Regency Business Park, LLC according to the recorded plat thereof as filed for record at Reception No. 1722138 in the County of Pueblo and the State of Colorado and being more particularly described as follows:

Considering the West line of the SE ¼ of Section 9, Township 21 South, Range 65 West of the 6th P.M. to bear N. 01°08'24" E., and all bearings contained herein being relative thereto.

Commencing at the most Easterly corner of Lot 6, Block 3 said point also being on the Northwesterly right-of-way line of Colorado State Highway No. 78 (Northern Avenue) as presently located; thence N. 53°43'48" W., a distance of 52.20 feet to the Point of Beginning; thence S. 52°57'55" W., a distance of 105.00 feet; thence N. 37°01'51" W., a distance of 105.00 feet; thence N. 52°57'55" E., a distance of 105.00 feet; thence S. 37°01'51" E., a distance of 105.00 feet to the Point of Beginning.

Prepared by: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

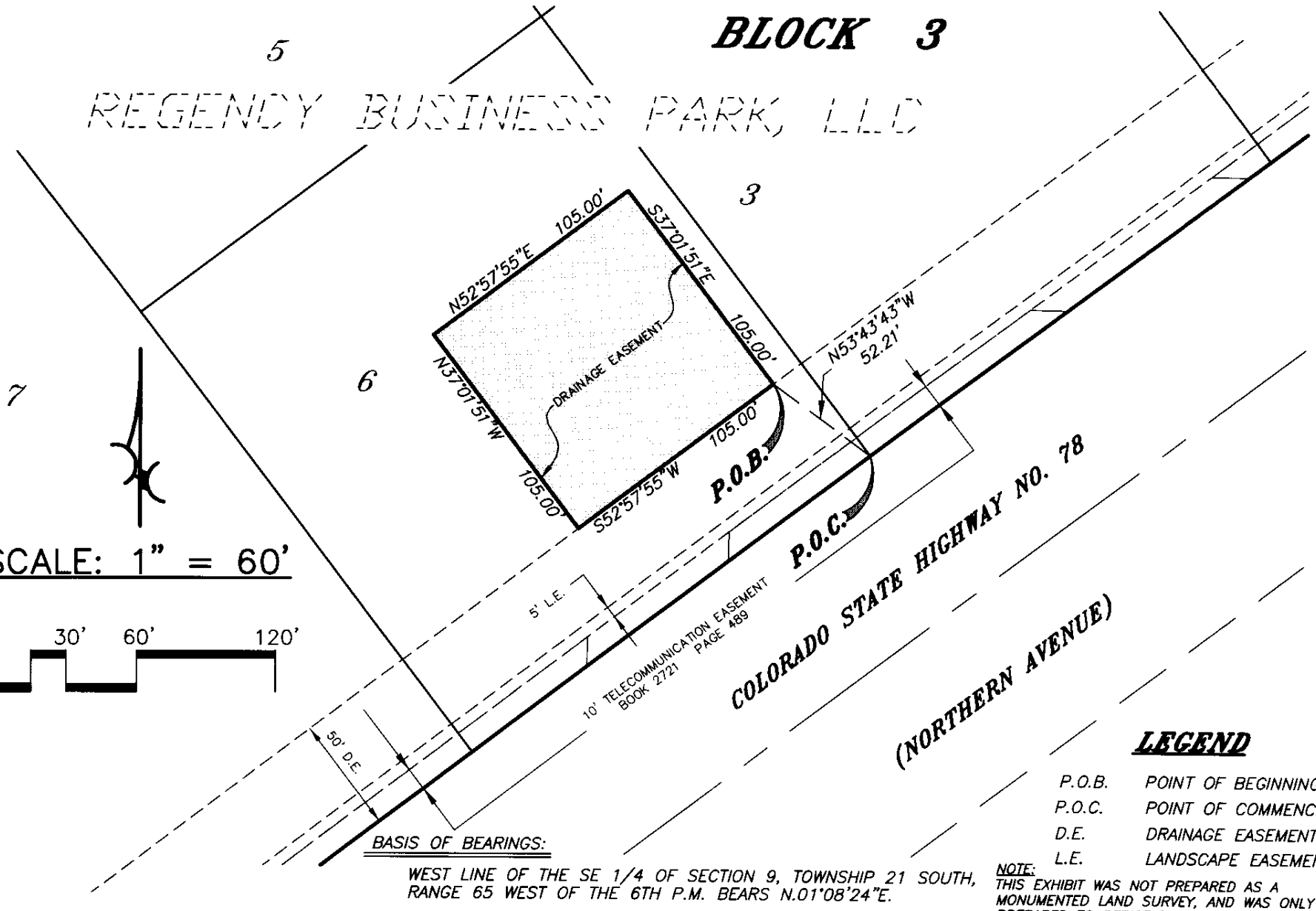
July 28, 2006

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1722156
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EXHIBIT A



SCALE: 1" = 60'

0 30' 60' 120'

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
D.E.	DRAINAGE EASEMENT
L.E.	LANDSCAPE EASEMENT

BASIS OF BEARINGS:

WEST LINE OF THE SE 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. BEARS N.01°08'24"E.

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

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

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EASEMENT AND RIGHT OF WAY

(Facilities To Be Installed And Maintained By Grantor)

THIS EASEMENT, granted this 12th day of October, 2006, by Regency Business Park, LLC, Grantor, to Pueblo, a Municipal Corporation, Grantee:
a Colorado Limited Liability Company

WITNESSETH:

THAT IN CONSIDERATION of the sum of One Dollar ($1.00) and other good and valuable consideration, paid by the Grantee, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, an easement and right of way for the purpose of drainage, in, through, over, under and across Grantor's property situated in Pueblo County, Colorado described in the attached Exhibit "A" (the Property).

Grantor shall install drainage facilities in the Property in accordance with plans and specifications therefore approved by, and on file with Grantee, and, thereafter, Grantor shall maintain the Facilities in good working order and condition, and repair and replace the Facilities.

Grantee shall have the right at its option (but not the obligation) to inspect, control, maintain, repair and replace the Facilities and recover all costs and expenses thereof plus an administrative charge of 15% from the Grantor. For such purposes, Grantee is granted the right to enter upon the Property and adjoining property of Grantor. Failure of Grantee to inspect, control, maintain, repair or replace the Facilities shall not subject the Grantee to any liability for such failure.

Grantor reserves the right to use and occupy the Property for any purpose not inconsistent with the privilege above granted and which will not interfere with or endanger any equipment or facilities therein or use thereof. Such reservation by the Grantor shall in no event include the right to locate or erect or cause to be located or erected on the Property any building or any other structure or manufactured or mobile home or trailer unit.

Grantor warrants to Grantee that Grantor (a) has good and sufficient right and title in and to the Property and full power to grant this easement and right-of-way, and (b) will defend Grantee's quiet and peaceful possession of the Property and easement and right-of-way against all persons who may lawfully claim title to the Property.

DPW 110
12/03/98

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Gilbert Ortiz PuebloCtyClk&Rec EASE R 21.00 D 0.00

"Grantee" shall include the plural and the feminine. This Easement and Right of Way shall be binding upon, and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the Grantor and Grantee.

SIGNED this 12th day of October, 2006.

GRANTOR: Regency Business Park, LLC
a Colorado Limited Liability Company

By: _____
Clay Whitham, Manager

COUNTY OF PUEBLO)
) ss.
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this 12th day of October, 2006 by Clay Whitham, Manager Regency Business Park, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My Commission Expires: 10-28-2009

(SEAL)

CHERYL BOWMAN
NOTARY PUBLIC
STATE OF COLORADO

My commission expires 10-28-2009

_____
Notary Public

1722157
Page: 2 of 4
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Gilbert Ortiz PuebloCtyClk&Rec EASE R 21.00 D 0.00

EXHIBIT A

DRAINAGE EASEMENT

An easement for Drainage purposes in a portion of Lot 7, Block 3 in Regency Business Park, LLC according to the recorded plat thereof as filed for record at Reception No. 1722138 in the County of Pueblo and the State of Colorado and being more particularly described as follows:

Considering the West line of the SE ¼ of Section 9, Township 21 South, Range 65 West of the 6th P.M. to bear N. 01°08'24" E., and all bearings contained herein being relative thereto.

Commencing at the most Easterly corner of Lot 7, Block 3 said point also being on the Northwesterly right-of-way line of Colorado State Highway No. 78 (Northern Avenue) as presently located; thence N. 37°01'51" W., along the Northeasterly line of said Lot 7, Block 3, a distance of 50.00 feet to the Point of Beginning; thence S. 52°57'55" W., a distance of 141.00 feet; thence N. 37°01'51" W., a distance of 141.00 feet; thence N. 52°57'55" E., a distance of 141.00 feet to a point on the Northeasterly line of said Lot 7, Block 3; thence S. 37°01'51" E., along the Northeasterly line of said Lot 7, Block 3, a distance of 141.00 feet to the Point of Beginning.

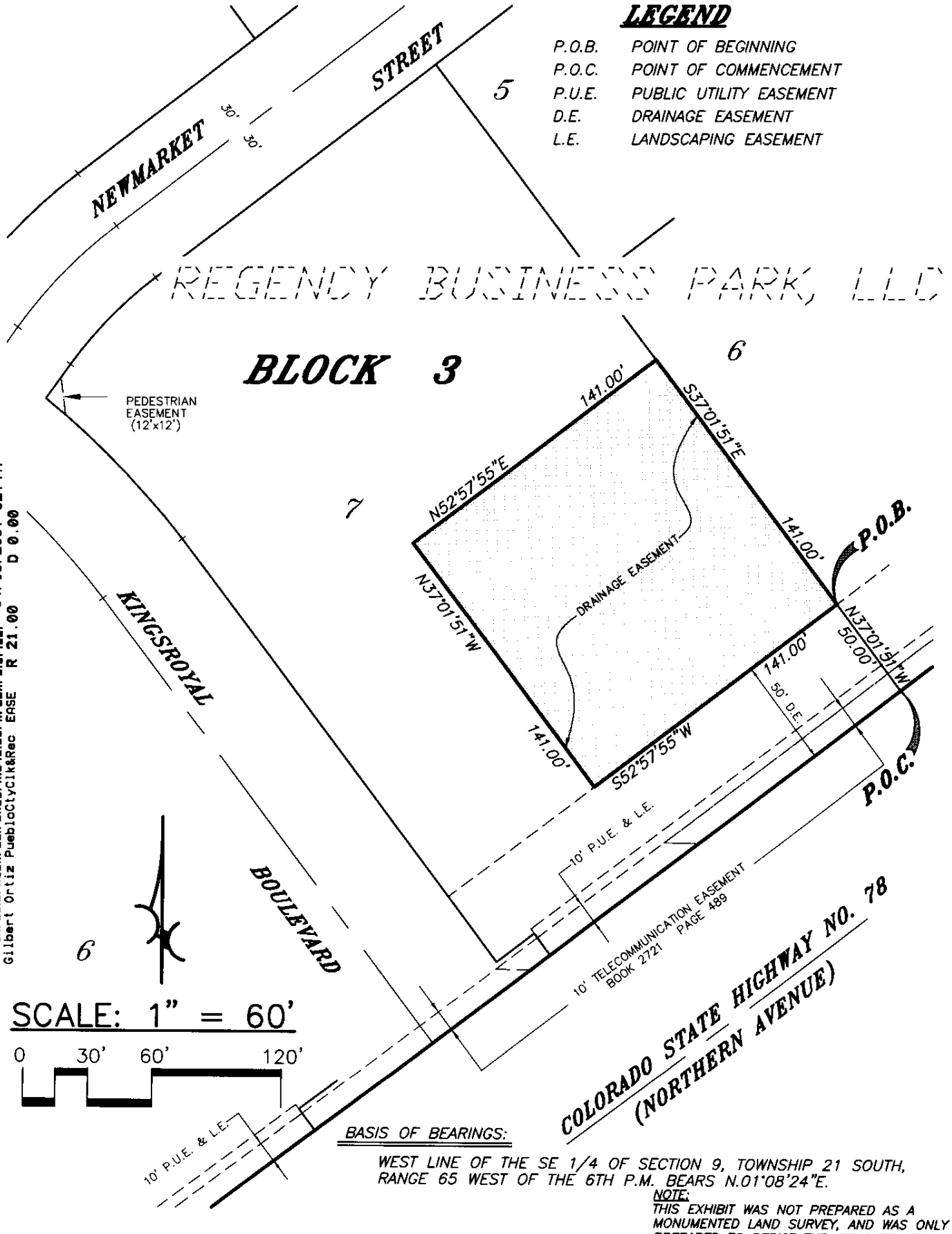
Prepared by: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

July 28, 2006

JN 05 036 00

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Gilbert Ortiz PuebloCtyClk&Rec EASE R 21.00 D 0.00

EXHIBIT A



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Gilbert Ortiz PuebloCtyClk&Rec EASE

SCALE: 1" = 60'

0 30' 60' 120'

BASIS OF BEARINGS:

WEST LINE OF THE SE 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. BEARS N.01°08'24"E.

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

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 05 036 00

REGENCY BUSINESS PARK, LLC

A RESUBDIVISION OF A PORTION OF COLUMBIA HEIGHTS,
COUNTY OF PUEBLO, STATE OF COLORADO

- DEDICATION -

KNOW ALL MEN BY THESE PRESENTS: That Regency Business Park, LLC, a Colorado Limited Liability Company, being the sole owner of the following property:

Considering the West line of the SE 1/4 of Section 9, Township 21 South, Range 65 West of the 6th P.M. to bear N. 01°08'24" E.

A portion of Blocks 8, 9, 13, 14, 16, 17, 18 and the vacated streets and alleys adjacent thereto and Blocks 23, 24, 25, 26, 27 and 35 and the streets and alleys adjacent thereto all in Columbia Heights, according to the recorded plat thereof, filed for record May 23, 1888 and being more particularly described as follows:

IN Block 8

That portion of Lots 20 through 38, both inclusive, lying South of the South boundary line of Regency Ridge Subdivision, 1st Filing, according to the recorded plat thereof, filed for recorded March 17, 1995 in the Pueblo County records

AND in Block 9

All of Lots 19 through 30, both inclusive, AND that portion of Lots 7 through 18, both inclusive, lying South of the South boundary line of said Regency Ridge Subdivision, 1st Filing

AND in Block 13

All of Lots 5 through 10, both inclusive, AND that portion of Lots 11 through 13, both inclusive, lying Northeasterly of Thames Drive, as platted in said Regency Ridge Subdivision, 1st Filing AND that portion of Lots 1 through 4, both inclusive and that portion of Lots 27 through 32, both inclusive, lying North of the Northwesterly boundary line of Regency Butcher Subdivision, 1st Filing, according to the recorded plat thereof, filed for record July 31, 1998 in the Pueblo County records AND all of Lots 19 through 23, both inclusive AND that portion of Lots 14 through 18, both inclusive and that portion of Lots 24 through 27, both inclusive, lying Southwesterly of said Thames Drive

AND in Block 14

All of Lot 1 AND all of Lots 29 through 36, both inclusive, AND that portion of Lots 2 through 8, both inclusive, AND that portion of Lots 22 through 28, both inclusive, lying South of the South boundary line of Regency Ridge Subdivision, 2nd Filing, according to the recorded plat thereof, filed for record April 26, 1995 in the Pueblo County records

AND in Block 16

All of Lots 19 through 31, both inclusive, AND all of Lot 36 AND that portion of Lots 1 through 18, both inclusive, lying South of the South boundary line of said Regency Ridge Subdivision, 2nd Filing

AND in Block 17

All of Lots 1 through 38, both inclusive

AND in Block 18

All of Lots 9 through 28, both inclusive, AND that portion of Lots 27 through 33, both inclusive, lying North of the North right-of-way line of Colorado State Highway No. 78, as presently located AND that portion of 4 through 8, both inclusive, lying Southwesterly of Thames Drive, as platted in said Regency Ridge Subdivision, 1st Filing

AND in Block 23

That portion of Lots 13 through 18, both inclusive, lying North of the North right-of-way line of Colorado State Highway No. 78, as presently located

AND in Block 24

All of Lots 1 through 30, both inclusive, AND that portion of Lots 31 through 36, both inclusive, lying North of the North right-of-way line of Colorado State Highway No. 78, as presently located

AND in Block 25

All of Lots 1 through 36, both inclusive

AND in Block 26

All of Lots 1 through 18, both inclusive, AND all of Lots 19 through 34, both inclusive, AND that portion of Lots 35 and 36, lying North of the North right-of-way line of Colorado State Highway No. 78, as presently located

AND in Block 27

All of Lots 16, 17 and 18 AND that portion of Lots 10 through 15, both inclusive, and that portion of Lots 19 and 20, lying North of the North right-of-way line of Colorado State Highway No. 78, as presently located

AND in Block 35

All of 12 through 18, both inclusive, AND that portion of Lots 5 through 11, both inclusive, and that portion of Lots 19 through 25, both inclusive, lying North of the North right-of-way line of Colorado State Highway No. 78, as presently located

All in the County of Pueblo, State of Colorado

Except the following:

Except that portion now platted at Regency Ridge Subdivision, 1st Filing as shown on plat at Reception No. 1074138; and Regency Ridge Subdivision, 2nd Filing as shown on plat at Reception No. 1078134.

Except that portion in Lots 1 to 3 sold to the State Highway Commission at Reception No. 984586, 984588, 984589, 984592, 984593, 984594, 984596, and 984597, and except that portion annexed to the city at Reception No. 1073037; and except that portion conveyed in warranty deed to Butcher & Associates, Inc., recorded May 15, 1997 in Book 2997 at Page 300, Reception No. 1168894.

Containing 32.06 acres, more or less

Has caused the aforegoing described property to be surveyed, platted and subdivided into lots, parcels, blocks and streets and has shown hereon certain easements for drainage, ingress/egress, landscaping, all private utilities and for all public utilities, 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 REGENCY BUSINESS PARK, LLC.

All of the streets, ingress and egress, drainage and public utility easements, shown hereon, are hereby dedicated to the public for perpetual use.

All drainage easements shown hereon are hereby dedicated to the public for storm drainage purposes. Drainage facilities located within drainage easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of the lots or parcels upon which the easements are located. 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).

Sanitary sewer and water facilities located within private utility easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

An environmental assessment of this property has been performed by Northstar Engineering and Surveying, Inc., 111 E. 5th Street, Pueblo, CO 81003, on August 16, 2005, a copy of which is on file in the office of the Director of Public Works, and to the best of the subdivider's knowledge and information, no known hazardous substances are present within the subdivision except as expressly stated therein.

Parcels A and B are hereby dedicated to the public for drainage purposes.

All of the property shown on this plat shall be subject to the terms and conditions defined and described in the Declaration of Covenants dated Oct. 12, 2006 and recorded in the office of the Clerk and Recorded of Pueblo County, Colorado.

Lots that contain this symbol (*) are serviced by shallow sanitary sewer service lines which may not allow gravity service to basements.

The undersigned owner(s) hereby consents to the access restrictions shown hereon.

IN WITNESS WHEREOF, Clay Whitham, Manager of Regency Business Park, LLC, a Colorado Limited Liability Company, sets his hand and seal this 12th, day of October, 2006 A.D.:

REGENCY BUSINESS PARK, LLC
a Colorado Limited Liability Company

Clay Whitham, Manager

STATE OF COLORADO)
) ss
COUNTY OF PUEBLO)

I, Cheryl Bowman, a Notary Public in and for the County of Pueblo, State of Colorado, do hereby certify that Clay Whitham, Manager of Regency Business Park, LLC, a Colorado Limited Liability Company, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this 12th day of October, 2006

My Commission Expires: 10-28-2009
Address: 1016 W. 27th St
Pueblo, CO 81003

Cheryl Bowman
Notary Public

CHERYL BOWMAN NOTARY PUBLIC STATE OF COLORADO
My commission expires 10-28-2009

- SURVEYOR'S CERTIFICATION -

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38-51-106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date: 10-13-06

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: David M. Stravia

David M. Stravia,
Colorado Registered Professional
Land Surveyor No. 12933

DAVID M. STRAVIA REGISTERED 12933 10-13-06 LAND SURVEYOR STATE OF COLORADO

- 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 — 3-28-7 Date

- PLANNING COMMISSION CERTIFICATION -

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson Planning Commission — 10/17/2006 Date

- 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, park, and other public improvements for maintenance by the City. Until such dedicated public roads, parks 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.

- APPROVAL OF RECORDING -

Approved by the City Council of Pueblo, Colorado, by Ordinance No. 7405.

This is to certify that the plat of REGENCY BUSINESS PARK, LLC has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

3-30-07 Date

City Clerk

CITY OF PUEBLO, COLORADO UNDER FIVE FLAGS INCORPORATED 1870

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

1722138
Page: 1 of 2
04/16/2007 02:47P
Gilbert Ortiz PuebloCtyClk&Rec PLAT R 21.00 D 0.00

JN 05 036 00

REGENCY BUSINESS PARK, LLC

A RESUBDIVISION OF A PORTION OF COLUMBIA HEIGHTS,
COUNTY OF PUEBLO, STATE OF COLORADO

SCALE: 1" = 100'

0 50' 100' 200'

LEGEND

- FOUND MONUMENT WITH 3 1/2" ALUMINUM CAP L.S. 25948
- ▲ FOUND MONUMENT IN MONUMENT BOX
- ● FOUND No. 4 REBAR w/ PLASTIC CAP L.S. 25948
- ● FOUND No. 4 REBAR w/ PLASTIC CAP L.S. 12933
- ● FOUND No. 4 REBAR w/ PLASTIC CAP L.S. 30107
- ○ SET No. 4 REBAR w/ PLASTIC CAP L.S. 12933
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.E. LANDSCAPING EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- N.V.A. NO VEHICULAR ACCESS

NOTICE:

LOTS THAT CONTAIN THIS SYMBOL (⊛) ARE SERVICED BY SHALLOW SANITARY SEWER SERVICE LINES WHICH MAY NOT ALLOW GRAVITY SERVICE TO BASEMENTS.

BASIS OF BEARINGS:

WEST LINE OF SE 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. BEARS N.01°08'24"E.

REGENCY RIDGE SUBDIVISION, 2ND FILING

REGENCY RIDGE SUBDIVISION, 1ST FILING

REGENCY RIDGE SUBDIVISION FILING NO. 7

REGENCY RIDGE SUBDIVISION FILING NO. 8

SHULL'S SUBDIVISION

REGENCY SQUARE SUBDIVISION

REGENCY BUTCHER SUBDIVISION 1ST FILING

REGENCY RIDGE FILING NO. 1

CENTER 1/4 CORNER OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST

R=420.00' D=39°02'52" (P) D=39°02'56" (M) L=286.24'

S88°23'48"W (P) S87°58'57"E 346.11'

N01°08'24"E 1253.29'

N00°43'12"E (P)

1928.66'

S88°23'48"W (P) S87°58'59"E 250.00'

N88°23'48"W (P) S87°58'59"E 250.00'

S00°31'22"E (P) N00°56'11"E 85.06'

N71°48'00"E (P) N72°12'49"E 132.93'

S88°23'48"E (P) S87°58'59"E 332.50' (P) 333.68'

S00°58'42"W 243.94'

S00°30'13"W (P)

S00°31'22"W (P)

N89°01'18"W 343.06'

S00°56'13"W 71.25'

290.61'

S52°58'09"W (P)

S52°33'20"W (P)

N52°33'20"E (P) N52°58'09"E 583.65' (P) 583.65'

N52°33'20"E (P) N52°58'09"E 123.83'

S37°01'51"E N37°26'40"W (P) 381.58'

S37°26'40"E (P) 673.31' 673.40' (P)

N37°01'51"W

BLOCK 1 — 2 — 3 — 4 — 5

BLOCK 2 — 1 — 2 — 3 — 4 — 5

BLOCK 3 — 1 — 2 — 3 — 4 — 5 — 6

BLOCK 4 — 1

1 50,980 SF; 2 54,158 SF; 3 69,754 SF; 4 39,270 SF; 5 108,992 SF

1 70,463 SF; 2 113,861 SF; 3 53,836 SF; 4 53,657 SF; 5 62,630 SF

1 24,620 SF; 2 47,664 SF; 3 51,242 SF; 4 26,466 SF; 5 26,466 SF; 6 51,245 SF; 7 81,462 SF

1 192,455 SF

PARCEL "A" 57,279 SF D.E.

PARCEL "B" D.E. 8,008 SF

NEWMARKET STREET

KINGSROYAL BOULEVARD

SHILLS AVENUE

ALLEY

COLUMBIA HEIGHTS (NOT A PART) 93 94 95 BLOCK 16

EXISTING THAMES DRIVE R.O.W.

10' DRAINAGE EASEMENT RECEPTION NO. 1228257

16.50' UTILITY EASEMENT RECEPTION NO. 1361943

10' P.U.E. RECEPTION NO. 1227186

EASEMENT & RIGHT-OF-WAY FOR UTILITY AND DRAINAGE RECEPTION NO. 1278211

PUBLIC UTILITY EASEMENT SIGN PAD EASEMENT (20'x25')

25' DRAINAGE & ACCESS EASEMENT RECEPTION NO. 1231570

15' ACCESS EASEMENT RECEPTION NO. 1231570

PEDESTRIAN EASEMENT (5'x72')

6.5'x6.5' P.U.E.

PEDESTRIAN EASEMENT (4'x4')

PEDESTRIAN EASEMENT (12'x12')

PEDESTRIAN EASEMENT (16' WIDE)

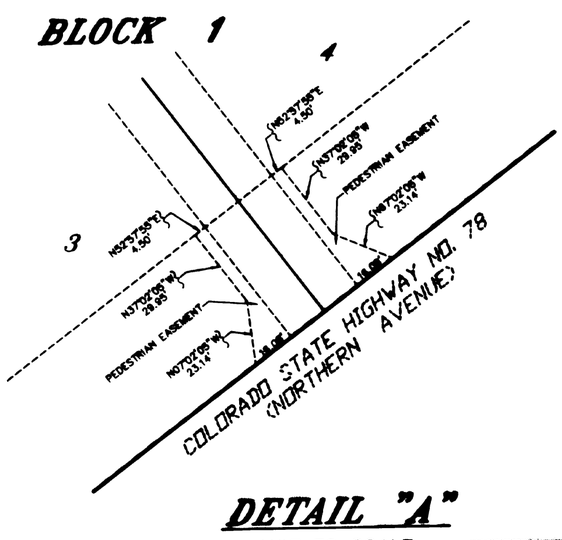
30' INGRESS/EGRESS PUBLIC UTILITY EASEMENT PRIVATE UTILITY EASEMENT RECEPTION NO. 1227186

10' TELECOMMUNICATION EASEMENT BOOK 2721 PAGE 459

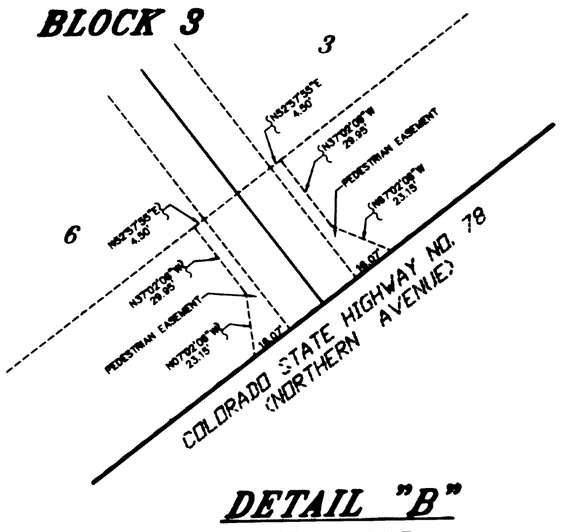
1891.59'

COLORADO STATE HIGHWAY NO. 78 (NORTHERN AVENUE) ACCESS CONTROLLED BY CDOT (150' R.O.W.)

DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



1722138
Page: 2 of 2
04/16/2007 02:47P
Gilbert Ortiz PuebloCtyClk&Rec PLAT R 21.00 D 0.00

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NORTHSTAR
ENGINEERING AND SURVEYING, INC.
Serving Pueblo & So. Colorado Since 1939

111 East 5th Street
Pueblo, CO 81003

(719) 544-6823
Fax (719) 544-6825

Michael L. Cuppy, P.E., P.L.S.

JN 2301600

January 22, 2025

City Council
City of Pueblo
c/o City of Pueblo Department of Public Works
211 E. "D" St.
Pueblo, Colorado 81003

Attention: Mr. Andrew Hayes, P.E.

Subject: Regency Business Park, LLC – Release of Easement Request

On behalf of our client, National Retail Development, LLC c/o Atwater Group, we respectfully request that the following easements be released:

- The Drainage Easement within Lot 5, Block 3 Regency Business Park, LLC. (Reception No. 1722155) filed for record April 16, 2007 in the Pueblo County Records
- The Drainage Easement within Lot 6, Block 3 Regency Business Park, LLC. (Reception No. 1722156) filed for record April 16, 2007 in the Pueblo County Records
- The Drainage Easement within Lot 7, Block 3 Regency Business Park, LLC. (Reception No. 1722157) filed for record April 16, 2007 in the Pueblo County Records

A new easement will be recorded for drainage and detention purposes to serve the proposed Rearrangement of Property Boundaries.

Sincerely,

Jay Fisher

Northstar Engineering & Surveying, Inc.
111 E. 5th St.
Pueblo, CO 81003
(719) 544-6823 ext. 115
jfisher@northstar-co.com

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Candace Rivera Clerk/Recorder, Pueblo County, Co

5

EASEMENT AND RIGHT OF WAY

(Facilities To Be Installed And Maintained By Grantor)

THIS EASEMENT, granted this 19th day of August, 2025, by Atwater Pueblo CO, LLC, a Colorado Limited Liability Company, Grantor, to Pueblo, a Municipal Corporation, Grantee:

WITNESSETH:

THAT IN CONSIDERATION of the sum of One Dollar ($1.00) and other good and valuable consideration, paid by the Grantee, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, an easement and right of way for the purpose of detention and drainage, in, through, over, under and across Grantor's property situated in Pueblo County, Colorado described in the attached Exhibit "A" (the "Property").

Grantor shall install a detention pond and associated storwater facilities (the "Facilities") in the Property in accordance with plans and specifications therefore approved by, and on file with Grantee, and, thereafter, Grantor shall maintain the Facilities in good working order and condition, and repair and replace the Facilities.

Grantee shall have the right at its option (but not the obligation) to inspect, control, maintain, repair and replace the Facilities and recover all costs and expenses thereof plus an administrative charge of 15% from the Grantor. For such purposes, Grantee is granted the right to enter upon the Property and adjoining property of Grantor. Failure of Grantee to inspect, control, maintain, repair or replace the Facilities shall not subject the Grantee to any liability for such failure.

Grantor reserves the right to use and occupy the Property for any purpose not inconsistent with the privilege above granted and which will not interfere with or endanger any equipment or facilities therein or use thereof. Such reservation by the Grantor shall in no event include the right to locate or erect or cause to be located or erected on the Property any building or any other structure or manufactured or mobile home or trailer unit.

Grantor warrants to Grantee that Grantor (a) has good and sufficient right and title in and to the Property and full power to grant this easement and right-of-way, and (b) will defend Grantee's quiet and peaceful possession of the Property and easement and right-of-way against all persons who may lawfully claim title to the Property.

"Grantee" shall include the plural and the feminine. This Easement and Right of Way shall be binding upon, and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the Grantor and Grantee.

SIGNED this 2nd day of May, 2025.

GRANTOR:

By: _____

DPW 110
10/04/23

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Candace Rivera Clerk/Recorder, Pueblo County, Co

ACKNOWLEDGEMENT
(For a limited liability company)

STATE OF IL)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ~~2nd~~ May 2, 2025 by ~~Affiant~~ Nicholas Stratigakes (name of manager(s)) as manager(s) of Pinwater Pueblo CO LLC (name of limited liability company) a Colorado (state of organization), limited liability company.

Witness my hand and official seal.
My commission expires: 03/17/29

(SEAL)
Notary Public (or official title) ADBs

Official Seal
ANNA D BOWERS
Notary Public, State of Illinois
Commission No. 1006638
My Commission Expires March 17, 2029

DPW 110
10/04/23

Accepted this 19 day of August, 2025 by and on behalf of Pueblo, a municipal corporation, pursuant to §16-12-10(a)(3), P.M.C.

Director of Stormwater, Pueblo, a municipal corporation.

DPW 110
03/13/25

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Candace Rivera Clerk/Recorder, Pueblo County, Co

EXHIBIT "A"
DRAINAGE AND DETENTION EASEMENT
LAND DESCRIPTION

An easement for stormwater drainage and detention purposes located in the west ½ of the southeast ¼ of Section 9, Township 21 South, Range 65 West of the 6th Principal Meridian, in the County of Pueblo and State of Colorado, and being more particularly described as follows:

Considering the northeast line of Parcel "A" in RPB-24-03, recorded April 04, 2025 at Reception No. 2369856 in the Pueblo County Records, to bear N. 38°25'47" W., monumented on the southeast corner with a Nail and Washer (L.S. 38485) and on the northwest corner with a No. 4 rebar (no cap) and all bearings contained herein being relative thereto.

Commencing at the east corner of said Parcel "A"; thence N59°15'25"W, a distance of 53.49 feet to the Point of Beginning; thence N38°28'15"W, a distance of 212.48 feet; thence N82°03'37"W, a distance of 5.59 feet; thence N38°04'39"W, a distance of 15.39 feet; thence S70°29'24"W, a distance of 62.01 feet; thence S79°54'46"E, a distance of 65.66 feet; thence S28°12'33"E, a distance of 101.44 feet; thence S51°34'13"W, a distance of 13.99 feet; thence S38°25'47"E, a distance of 102.88 feet; thence N51°41'37"E, a distance of 51.07 feet to the Point of Beginning;

Said Easement containing 9,314.15 square feet, more or less

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



Michael L. Cuppy
Colorado P.L.S. 38485
For and on Behalf of
NorthStar Engineering and Surveying, Inc.
April 29, 2025

EXHIBIT "A"



LEGEND

P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINUS

SCALE: 1" = 60'

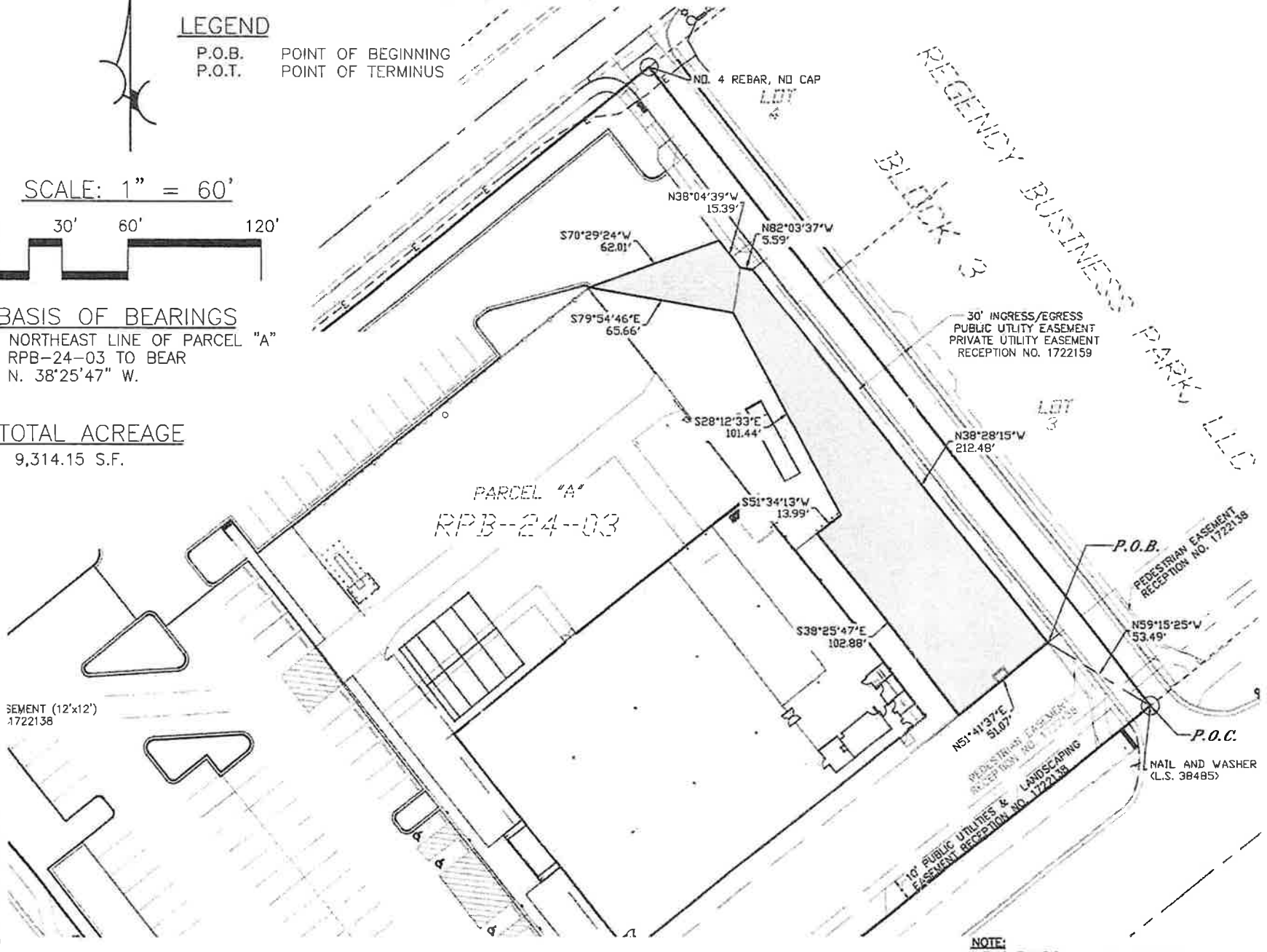
0 30' 60' 120'

BASIS OF BEARINGS

NORTHEAST LINE OF PARCEL "A"
RPB-24-03 TO BEAR
N. 38°25'47" W.

TOTAL ACREAGE

9,314.15 S.F.



PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

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

JN 23 016 00

PAGE 2 OF 2

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Candace Rivera Clerk/Recorder, Pueblo County, Co

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

BACKGROUND PAPER FOR PROPOSED RESOLUTION

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director of Planning and Community Development

SUBJECT: A RESOLUTION ADOPTING A FEE SCHEDULE FOR APPLICATIONS FOR MATTERS BROUGHT BEFORE THE LAND USE ADMINISTRATIVE OFFICIAL, HISTORIC PRESERVATION COMMISSION, PLANNING AND ZONING COMMISSION, SUBDIVISION REVIEW COMMITTEE, TECHNICAL ADVISORY COMMITTEE, AND ZONING BOARD OF APPEALS AND REPEALING RESOLUTION NO. 15454

SUMMARY:

This Resolution amends the Planning and Community Development Department fee schedule for matters brought before the land use administrative official and certain committees, boards, and commissions and repeals all previous Resolutions related to the fee schedule. The proposed Resolution and fee schedule updates the fees to reflect staff labor and review time, adjusting for inflation. Many of the current department fees have not been updated in over 20 years. This Resolution also adds fees for land use actions and applications that are new and that did not previously have a fee.

PREVIOUS COUNCIL ACTION:

City Council adopted the current fee schedule, Resolution No. 15454, on December 26, 2023.

BACKGROUND:

There are seven fees that were implemented in 2002 and 2003 that have not changed in the past twenty-two years. These include application fees for the construction of accessory structures (i.e., garages, carports, or sheds), review of commercial site plans, nomination of a historic district, rearrangement of property boundaries, residential construction, rezoning, and subdivision. The proposed fee schedule would increase these fees for the first time since implementation to amounts more appropriate for present day.

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For comparison, the Colorado Springs Planning Department, Development Review Enterprise Division charges $180 for new residential construction permits. This proposed fee schedule would raise the City of Pueblo's fee for residential construction from $25 to $50. Similarly, the Colorado Springs Department charges $462 for a property boundary adjustment. The proposed fee schedule would raise the City of Pueblo's rearrangement of property boundaries application fee from $125 to $200.

Type of Application	**Current Fee (set in 2002/2003)**	**Proposed Fee**
Accessory Structure	$25	$50
Commercial Site Plan Review	$200	$300
Nomination of Historic District	$150	$200
Rearrangement of Property Boundaries	$125	$200
Residential Construction (new one or two-family home or addition)	$25	$50
Rezoning To A-1: To A-2: To A-3: To A-4: To R-1, R-2, R-2U, R-3, R-5, R-6, and R-8: To R-7: To O-1, B-1, B-2, B-3, B-P, I-1, I-2, I-3 To CCN or RCN	 • $90 + $0.65 per acre (0-100 acres) + 0.40 each additional acre • $90 + $4 per acre • $90 + $18 per acre • $90 + $35 per acre • $90 + $75 1st acre + $20 each additional acre • $90 + $150 1st acre + $40 each additional acre • $90 + $125 1st acre + $30 each additional acre • $90 + $125 1st acre + $30 each additional acre	 • $100 + $1.00 per acre • $100 + $4 per acre • $100 + $18 per acre • $100 + $35 per acre • $150 + $75 1st acre + $20 each additional acre • $150 + $150 1st acre + $40 each additional acre • $150 + $125 1st acre + $30 each additional acre • $150 + $125 1st acre + $30 each additional acre
Subdivision	• $90 + $160 per Lot (≤10), $105 Plus per Lot (≥11) • $90 Deferred Filing plus $50 per lot	• $100 + $160 per Lot (≤10), $105 Plus per Lot (≥11) • $100 Deferred Filing plus $50 per lot

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

Marijuana permit application fees were added to the fee schedule in 2011 and will also be strategically increased by the adoption of this fee resolution. All marijuana Conditional Use Permits (CUPS) will be standardized at $5000 regardless of type, and all marijuana CUP renewals will be $2500.

Type of Application	**Existing Fees**	**Proposed Fees**
Marijuana (Retail or Medical) Conditional Use Permit or Renewal (cannabis)	• $5,000 (medical center, retail store, retail or medical cultivation facility, retail or medical infused product manufacturing) • $2,500 (retail or medical testing facility)	• $5,000 (medical center, retail store, retail or medical cultivation facility, retail or medical infused product manufacturing, and retail or medical testing facility) • $2,500 Renewal

This Resolution would also add six new fees to match application types the Planning and Community Development Department already process or will be processing. They include applications for accessory dwelling units, commercial interior remodels, HARP development plan reviews, Master Sign Plans, public notice posters for the Historic Preservation Commission (HPC), public notices for annexation, special exceptions, special area plans, and swimming pools. The new fees mirror existing fees that require similar time and resources.

Application Type	Proposed Fee	Administering Body
Accessory dwelling units	$50	Land Use Administrative Official (LUA)
Commercial Interior Remodels	$50	LUA
HARP Development Plan Review	$150	Planning and Zoning Commission (PZ)
Master Sign Plan	$150	PZ
Public Notice Poster	$5 per poster	Historic Preservation Commission (HPC)
Public Notice Required for Annexation	$25	PZ
Special Exception	$500	Zoning Board of Appeals (ZBA)
Special Area Plan	$100 + $25 per Lot	PZ
Swimming Pool	$50	LUA

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

FINANCIAL IMPLICATIONS:

The Planning and Community Development Department will be able to collect higher fees for those items whose fee has not changed in twenty years. The Department will also be able to collect new fees on items that would be added to the fee schedule.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The current fee schedule will remain the same if the Resolution is not approved. No fees will be collected by the Planning and Community Development Department for the items that are proposed to be added to the schedule, even though said items will still be processed. Similarly, the fees that have not changed since 2002 and 2003 would remain unchanged.

RECOMMENDATIONS:

Approve the Resolution.

Attachments: Resolution

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

RESOLUTION NO. 16131

A RESOLUTION AMENDING THE FEE SCHEDULE FOR APPLICATIONS FOR MATTERS BROUGHT BEFORE THE LAND USE ADMINISTRATIVE OFFICIAL, HISTORIC PRESERVATION COMMISSION, PLANNING AND ZONING COMMISSION, SUBDIVISION REVIEW COMMITTEE, TECHNICAL ADVISORY COMMITTEE, AND ZONING BOARD OF APPEALS AND REPEALING RESOLUTION NO. 15454

WHEREAS, Sections 12-4-8, 17-4-5, 17-4-10, 17-4-12, 17-4-29, 17-4-32, 17-4-65, 17-5-37, 17-5-38, 17-6-5, 17-8-13, and 17-12-6 of the Pueblo Municipal Code provide that City Council shall by Resolution establish a schedule of fees, charges and expenses for applications before the Historic Preservation Commission, Land Use Administrative Official, Planning and Zoning Commission, Subdivision Review Committee, Technical Advisory Committee, and Zoning Board of Appeals; and,

WHEREAS, the Pueblo City Council hereby finds and determines that the following fee schedule is fair and reasonable in relation to the cost and expense, both direct and indirect, in providing the identified services and processing the application; NOW, THEREFORE,

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

SECTION 1.

In addition to all related costs including postage, and legal notices, the following fee schedule is hereby amended for applications and certificate requests made to the Land Use Administrative Official (LUA), the Historic Preservation Commission (HPC), the Planning and Zoning Commission (PZ), the Subdivision Review Committee (SRC), the Technical Advisory Committee (TAC), and the Zoning Board of Appeals (ZBA):

Applications	**Fees**	
Accessory Dwelling Unit	$50	LUA
Accessory Structure (one, two, or three-family residence)	$50	LUA
Administrative Determination	$150	LUA
Annexation	$500 + $5 for each acre over 10 acres	PZ
Annexation Agreement Amendment	$500	LUA
Appeal of Administrative Determination	$600	ZBA
Awning Over Right of Way	$25	LUA
Certificate of Appropriateness: • Residential (historic landmark) • Non-residential (historic landmark)	 $75 $150	HPC

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

Applications	Fees	
Certificate of Economic Hardship (related to Certificate of Appropriateness)	$75	HPC
Certificate of Zoning, or Legal Nonconforming Lot, Structure, or Use	$50	LUA
Commercial Site Plan	• Landscape Verification: $0 1st Visit, $150 2nd Visit, $300 3rd Visit or More • Large-Scale Development: $1,000 ≤ 100,000 sf, $1,500 >100,000 sf • Lighting Plan Review: $50 • Site Plan Review: $300 • Tenant Finish or Exterior Remodel (without addition that increases building footprint nor site improvements): $50 • Interior Only Remodel (without addition that increases building footprint nor site improvements): $50	LUA
Continuation of Public Hearing	$50	ALL
Demolition (structures not designated as a historic landmark) • Non-residential structure • Residential Structure	• $150 • $25	LUA
Demolition Permit Review (designated as a historic landmark)	$150	HPC
Extension of Recordation Deadline	$40	PZ
HARP Development Plan Review	$150	PZ
Limited Use Permit	$500	ZBA
Marijuana Certificate of Location (cannabis)	$500	LUA
Marijuana (Retail or Medical) Conditional Use Permit or Renewal (cannabis)	• New Permit: $5,000 (medical center, retail store, retail or medical cultivation facility, retail or medical infused product manufacturing, and retail or medical testing facility) • Renewal: $2,500	LUA
Master Sign Plan	$150	PZ
Metropolitan District Service Plan Review	• $500, plus hourly rate for legal review of the service plan	LUA
Nomination of Historic District	$200	HPC

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

Applications	Fees	
Nomination of Historic Landmark	$150	HPC
Overall Development Plan	$500 + $5 For each acre over 10 acres *(Note: waived if required as part of an annexation)*	PZ
Planned Unit Development, Development Guide/Plan Amendment	$500	PZ
Planned Unit Development, Site Plan Review or Major Revision	• $500 1st 50,000 sf • $500 Each additional 50,000 sf	PZ
Planned Unit Development, Site Plan Review, Minor Revision	• $250 Dimensional • $100 Landscape • $150 Location • $200 Parking	TAC
Public Notice Fees	• $2 Postcard for each address • $5 HPC Poster • $5 PZ poster • $3 ZBA poster • Legal advertisement calculation based on number of cases per meeting. • $25 per public notice required for annexation	ALL
Rearrangement of Property Boundaries	$200	SRC
Residential, New Construction or Addition (one- or two-family residence)	$50	LUA
Rezoning • A-1 • A-2 • A-3 • A-4 • R-1, R-2, R-2U, R-3, R-4, R-5, R-6 & R-8 • R-7 • O-1, B-1, B-2, B-3, B-4, BP, I-1, I-2, I-3 • H-B, HARP1, HARP2, HARP3 • CCN, RCN • S-1, S-2, S-3, S-4, S-5 • MPCD, PUD	 • $100 + $1.00 per acre • $100 + $4 per acre • $100 + $18 per acre • $100 + $35 per acre • $150 + $75 1st acre + $20 each additional acre • $150 + $150 1st acre + $40 each additional acre • $150 + $125 1st acre + $30 each additional acre • $90 + $125 1st acre + $30 each additional acre • $150 + $125 1st acre + $30 each additional acre • $90 + $25 1st acre + $10 each additional acre • $500 base fee + $50 per acre	PZ
Sign Plan Review	$95	LUA
Special Area Plan	$100 + $25 per Lot	PZ
Special Exception	$500	ZBA
Special Use Permit (Use by Review)	$500	ZBA

Docusign Envelope ID: 6871E6B3-585E-4C19-A0B0-3AC4D5375CF1

Applications	Fees	
Specially Requested Hearing (ZBA)	$1,000	ZBA
Specially Requested Hearing (HPC)	$150	HPC
Student Housing, Site Plan or Major Revision	$500 (1st 50,000 sf) + $500 (each additional 50,000 sf)	PZ
Student Housing, Minor Revision	$100	TAC
Subdivision	• $100 + $160 per Lot (≤10), $105 Plus per Lot (≥11) • $100 Deferred Filing+ $50 per lot	PZ
Swimming Pool	$50	LUA
Vacation (of street, alley, or other public way)	• $250 Alley (if not included with Road Vacation) • $175 Easement • $325 Road *(Note: fees per plat)*	PZ
Variance	• $750 Non-Residential • $250 Residential	ZBA
Wireless Communication Facilities, (Tower or Antenna,) New or Modification	$500	LUA

SECTION 2.

The City of Pueblo is hereby exempt from the payment of fees established by this Resolution.

SECTION 3.

Resolution Number 15454 is hereby repealed as of September 22, 2025.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: September 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4F518233AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

City Clerk's Office Item # _____

BACKGROUND PAPER FOR PROPOSED RESOLUTION

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director of Planning and Community Development

SUBJECT: A RESOLUTION ADOPTING A FEE SCHEDULE FOR APPLICATIONS FOR MATTERS BROUGHT BEFORE THE LAND USE ADMINISTRATIVE OFFICIAL, HISTORIC PRESERVATION COMMISSION, PLANNING AND ZONING COMMISSION, SUBDIVISION REVIEW COMMITTEE, TECHNICAL ADVISORY COMMITTEE, AND ZONING BOARD OF APPEALS AND REPEALING RESOLUTION NO. 15454

SUMMARY:

This Resolution amends the Planning and Community Development Department fee schedule for matters brought before the land use administrative official and certain committees, boards, and commissions and repeals all previous Resolutions related to the fee schedule. The proposed Resolution and fee schedule updates the fees to reflect staff labor and review time, adjusting for inflation. Many of the current department fees have not been updated in over 20 years. This Resolution also adds fees for land use actions and applications that are new and that did not previously have a fee.

PREVIOUS COUNCIL ACTION:

City Council adopted the current fee schedule, Resolution No. 15454, on December 26, 2023.

BACKGROUND:

There are seven fees that were implemented in 2002 and 2003 that have not changed in the past twenty-two years. These include application fees for the construction of accessory structures (i.e., garages, carports, or sheds), review of commercial site plans, nomination of a historic district, rearrangement of property boundaries, residential construction, rezoning, and subdivision. The proposed fee schedule would increase these fees for the first time since implementation to amounts more appropriate for present day.

For comparison, the Colorado Springs Planning Department, Development Review Enterprise Division charges $180 for new residential construction permits. This proposed fee schedule would raise the City of Pueblo's fee for residential construction from $25 to $50. Similarly, the Colorado Springs Department charges $462 for a property boundary adjustment. The proposed fee schedule would raise the City of Pueblo's rearrangement of property boundaries application fee from $125 to $200.

Type of Application	**Current Fee (set in 2002/2003)**	**Proposed Fee**
Accessory Structure	$25	$50
Commercial Site Plan Review	$200	$300
Nomination of Historic District	$150	$200
Rearrangement of Property Boundaries	$125	$200
Residential Construction (new one or two-family home or addition)	$25	$50
Rezoning		
To A-1:	• $90 + $0.65 per acre (0-100 acres) + 0.40 each additional acre	• $100 + $1.00 per acre
To A-2:	• $90 + $4 per acre	• $100 + $4 per acre
To A-3:	• $90 + $18 per acre	• $100 + $18 per acre
To A-4:	• $90 + $35 per acre	• $100 + $35 per acre
To R-1, R-2, R-2U, R-3, R-5, R-6, and R-8:	• $90 + $75 1st acre + $20 each additional acre	• $150 + $75 1st acre + $20 each additional acre
To R-7:	• $90 + $150 1st acre + $40 each additional acre	• $150 + $150 1st acre + $40 each additional acre
To O-1, B-1, B-2, B-3, B-P, I-1, I-2, I-3	• $90 + $125 1st acre + $30 each additional acre	• $150 + $125 1st acre + $30 each additional acre
To CCN or RCN	• $90 + $125 1st acre + $30 each additional acre	• $150 + $125 1st acre + $30 each additional acre
Subdivision	• $90 + $160 per Lot (≤10), $105 Plus per Lot (≥11)	• $100 + $160 per Lot (≤10), $105 Plus per Lot (≥11)

	• $90 Deferred Filing plus $50 per lot	• $100 Deferred Filing plus $50 per lot

Marijuana permit application fees were added to the fee schedule in 2011 and will also be strategically increased by the adoption of this fee resolution. All marijuana Conditional Use Permits (CUPS) will be standardized at $5000 regardless of type, and all marijuana CUP renewals will be $2500.

Type of Application	Existing Fees	Proposed Fees
Marijuana (Retail or Medical) Conditional Use Permit or Renewal (cannabis)	• $5,000 (medical center, retail store, retail or medical cultivation facility, retail or medical infused product manufacturing) • $2,500 (retail or medical testing facility)	• $5,000 (medical center, retail store, retail or medical cultivation facility, retail or medical infused product manufacturing, and retail or medical testing facility) • $2,500 Renewal

This Resolution would also add six new fees to match application types the Planning and Community Development Department already process or will be processing. They include applications for accessory dwelling units, commercial interior remodels, HARP development plan reviews, Master Sign Plans, public notice posters for the Historic Preservation Commission (HPC), public notices for annexation, special exceptions, special area plans, and swimming pools. The new fees mirror existing fees that require similar time and resources.

Application Type	Proposed Fee	Administering Body
Accessory dwelling units	$50	Land Use Administrative Official (LUA)
Commercial Interior Remodels	$50	LUA
HARP Development Plan Review	$150	Planning and Zoning Commission (PZ)
Master Sign Plan	$150	PZ
Public Notice Poster	$5 per poster	Historic Preservation Commission (HPC)
Public Notice Required for Annexation	$25	PZ
Special Exception	$500	Zoning Board of Appeals (ZBA)
Special Area Plan	$100 + $25 per Lot	PZ
Swimming Pool	$50	LUA

FINANCIAL IMPLICATIONS:

The Planning and Community Development Department will be able to collect higher fees for those items whose fee has not changed in twenty years. The Department will also be able to collect new fees on items that would be added to the fee schedule.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The current fee schedule will remain the same if the Resolution is not approved. No fees will be collected by the Planning and Community Development Department for the items that are proposed to be added to the schedule, even though said items will still be processed. Similarly, the fees that have not changed since 2002 and 2003 would remain unchanged.

RECOMMENDATIONS:

Approve the Resolution.

Attachments: Resolution

RESOLUTION NO._____

A RESOLUTION AMENDING THE FEE SCHEDULE FOR APPLICATIONS FOR MATTERS BROUGHT BEFORE THE LAND USE ADMINISTRATIVE OFFICIAL, HISTORIC PRESERVATION COMMISSION, PLANNING AND ZONING COMMISSION, SUBDIVISION REVIEW COMMITTEE, TECHNICAL ADVISORY COMMITTEE, AND ZONING BOARD OF APPEALS AND REPEALING RESOLUTION NO. 15454

WHEREAS, Sections 12-4-8, 17-4-5, 17-4-10, 17-4-12, 17-4-29, 17-4-32, 17-4-65, 17-5-37, 17-5-38, 17-6-5, 17-8-13, and 17-12-6 of the Pueblo Municipal Code provide that City Council shall by Resolution establish a schedule of fees, charges and expenses for applications before the Historic Preservation Commission, Land Use Administrative Official, Planning and Zoning Commission, Subdivision Review Committee, Technical Advisory Committee, and Zoning Board of Appeals; and,

WHEREAS, the Pueblo City Council hereby finds and determines that the following fee schedule is fair and reasonable in relation to the cost and expense, both direct and indirect, in providing the identified services and processing the application; NOW THEREFORE,

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

SECTION 1.

In addition to all related costs including postage, and legal notices, the following fee schedule is hereby amended for applications and certificate requests made to the Land Use Administrative Official (LUA), the Historic Preservation Commission (HPC), the Planning and Zoning Commission (PZ), the Subdivision Review Committee (SRC), the Technical Advisory Committee (TAC), and the Zoning Board of Appeals (ZBA):

Applications	**Fees**	
Accessory Dwelling Unit	$50	LUA
Accessory Structure (one, two, or three-family residence)	$50	LUA
Administrative Determination	$150	LUA
Annexation	$500 + $5 for each acre over 10 acres	PZ
Annexation Agreement Amendment	$500	LUA
Appeal of Administrative Determination	$600	ZBA
Awning Over Right of Way	$25	LUA
Certificate of Appropriateness: • Residential (historic landmark) • Non-residential (historic landmark)	$75 $150	HPC

Applications	Fees	
Certificate of Economic Hardship (related to Certificate of Appropriateness)	$75	HPC
Certificate of Zoning, or Legal Nonconforming Lot, Structure, or Use	$50	LUA
Commercial Site Plan	• Landscape Verification: $0 1st Visit, $150 2nd Visit, $300 3rd Visit or More • Large-Scale Development: $1,000 ≤ 100,000 sf, $1,500 >100,000 sf • Lighting Plan Review: $50 • Site Plan Review: $300 • Tenant Finish or Exterior Remodel (without addition that increases building footprint nor site improvements): $50 • Interior Only Remodel (without addition that increases building footprint nor site improvements): $50	LUA
Continuation of Public Hearing	$50	ALL
Demolition (structures not designated as a historic landmark) • Non-residential structure • Residential Structure	• $150 • $25	LUA
Demolition Permit Review (designated as a historic landmark)	$150	HPC
Extension of Recordation Deadline	$40	PZ
HARP Development Plan Review	$150	PZ
Limited Use Permit	$500	ZBA
Marijuana Certificate of Location (cannabis)	$500	LUA
Marijuana (Retail or Medical) Conditional Use Permit or Renewal (cannabis)	• New Permit: $5,000 (medical center, retail store, retail or medical cultivation facility, retail or medical infused product manufacturing, and retail or medical testing facility) • Renewal: $2,500	LUA
Master Sign Plan	$150	PZ
Metropolitan District Service Plan Review	• $500, plus hourly rate for legal review of the service plan	LUA
Nomination of Historic District	$200	HPC

Applications	Fees	
Nomination of Historic Landmark	$150	HPC
Overall Development Plan	$500 + $5 For each acre over 10 acres *(Note: waived if required as part of an annexation)*	PZ
Planned Unit Development, Development Guide/Plan Amendment	$500	PZ
Planned Unit Development, Site Plan Review or Major Revision	• $500 1st 50,000 sf • $500 Each additional 50,000 sf	PZ
Planned Unit Development, Site Plan Review, Minor Revision	• $250 Dimensional • $100 Landscape • $150 Location • $200 Parking	TAC
Public Notice Fees	• $2 Postcard for each address • $5 HPC Poster • $5 PZ poster • $3 ZBA poster • Legal advertisement calculation based on number of cases per meeting. • $25 per public notice required for annexation	ALL
Rearrangement of Property Boundaries	$200	SRC
Residential, New Construction or Addition (one- or two-family residence)	$50	LUA
Rezoning • A-1 • A-2 • A-3 • A-4 • R-1, R-2, R-2U, R-3, R-4, R-5, R-6 & R-8 • R-7 • O-1, B-1, B-2, B-3, B-4, BP, I-1, I-2, I-3 • H-B, HARP1, HARP2, HARP3 • CCN, RCN • S-1, S-2, S-3, S-4, S-5 • MPCD, PUD	 • $100 + $1.00 per acre • $100 + $4 per acre • $100 + $18 per acre • $100 + $35 per acre • $150 + $75 1st acre + $20 each additional acre • $150 + $150 1st acre + $40 each additional acre • $150 + $125 1st acre + $30 each additional acre • $90 + $125 1st acre + $30 each additional acre • $150 + $125 1st acre + $30 each additional acre • $90 + $25 1st acre + $10 each additional acre • $500 base fee + $50 per acre	PZ
Sign Plan Review	$95	LUA
Special Area Plan	$100 + $25 per Lot	PZ
Special Exception	$500	ZBA
Special Use Permit (Use by Review)	$500	ZBA

Applications	Fees	
Specially Requested Hearing (ZBA)	$1,000	ZBA
Specially Requested Hearing (HPC)	$150	HPC
Student Housing, Site Plan or Major Revision	$500 (1st 50,000 sf) + $500 (each additional 50,000 sf)	PZ
Student Housing, Minor Revision	$100	TAC
Subdivision	• $100 + $160 per Lot (≤10), $105 Plus per Lot (≥11) • $100 Deferred Filing+ $50 per lot	PZ
Swimming Pool	$50	LUA
Vacation (of street, alley, or other public way)	• $250 Alley (if not included with Road Vacation) • $175 Easement • $325 Road *(Note: fees per plat)*	PZ
Variance	• $750 Non-Residential • $250 Residential	ZBA
Wireless Communication Facilities, (Tower or Antenna,) New or Modification	$500	LUA

SECTION 2.

The City of Pueblo is hereby exempt from the payment of fees established by this Resolution.

SECTION 3.

Resolution Number 15454 is hereby repealed as of September 22, 2025.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: _____

BY: _____
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION ADOPTING AND APPROVING THE PAVEMENT DESIGN CRITERIA FOR THE CITY OF PUEBLO DATED SEPTEMBER 22, 2025

SUMMARY:

This Resolution approves and adopts the Pavement Design Criteria for the City of Pueblo dated September 22, 2025.

PREVIOUS COUNCIL ACTION:

City Council adopted and approved the current Pavement Design Criteria for the City of Pueblo by Resolution 10041 on January 26, 2004.

BACKGROUND:

In 2024, the Pueblo City Council adopted the *Pavement Design Criteria Manual* through formal resolution, establishing a standardized framework for the design, construction, and rehabilitation of paved surfaces within the City of Pueblo. This manual has served as a critical reference for engineers, contractors, and city staff in ensuring the durability, safety, and cost-effectiveness of pavement infrastructure across municipal projects.

Since its adoption, the City's Department of Public Works has conducted a comprehensive review of the manual in collaboration with industry experts, regional transportation agencies, and internal stakeholders. This review identified several areas for improvement, including the integration of updated materials specifications, enhanced design methodologies for local geotechnical circumstances, and alignment with evolving state and federal standards.

The revised 2025 *Pavement Design Criteria Manual* reflects these updates and incorporates feedback from local developers, engineering consultants, and field personnel. Approval of the revised manual will ensure that future pavement projects are designed with the most current engineering practices, promote long-term asset

management, and support Pueblo's commitment to safe and sustainable infrastructure.

FINANCIAL IMPLICATIONS:

The adoption of the pavement design and soils investigation criteria we believe has provided for better street designs and has resulted in lower long-term street maintenance costs.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

The City of Pueblo Public Works Department and the development community meet regularly to review and discuss the updates to this document.

ALTERNATIVES:

The existing Pavement Design Criteria, adopted in 2004, will remain in effect if the Resolution is not approved.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. City - Pavement Design Criteria Manual

RESOLUTION NO.

A RESOLUTION ADOPTING AND APPROVING THE PAVEMENT DESIGN CRITERIA FOR THE CITY OF PUEBLO DATED SEPTEMBER 22, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Pursuant to and in furtherance of Sections 4-2-2(i), 12-4-7, 12-4-6(b)(2)(g) and 12-4-7(J)(2) of the Pueblo Municipal Code, as amended, and upon recommendation by the City Engineer, The City Council does hereby adopt and approve Pavement Design Criteria for the City of Pueblo, Dated September 22, 2025, a true copy of which is attached hereto and made a part hereof by reference (hereinafter referred to as the "Pavement Design Criteria"). The City Council declares that the design and construction of all classifications of streets within the public right-of-way and all private streets, alleys, or access roads constructed on private property which are subject to a public access easement for all subdivision (and resubdivisions) approved by the City Council after the date of approval of this Resolution shall comply with said Pavement Design Criteria and all other provisions of Title 12 of the Pueblo Municipal Code, as amended.

SECTION 2.

After adoption of this Resolution, a true copy of the Pavement Design Criteria shall be maintained on file in the office of the City Clerk for public inspection. Copies of the Pavement Design Criteria shall be made available through the City's Department of Public Works for purchase by the public at a moderate price.

SECTION 3.

This Resolution and the Pavement Design Criteria hereby approved and adopted amend and supersede in their entirety Resolution Number 10041 and the prior Pavement Design Criteria.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: September 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

PAVEMENT DESIGN CRITERIA

FOR

CITY OF PUEBLO COLORADO

DEPARTMENT OF PUBLIC WORKS
211 EAST “D” STREET
PUEBLO, COLORADO 81003

TELEPHONE: (719) 553-2295
FAX NO: (719) 553-2294
www.pueblo.us

ADOPTED September 22, 2025

*** ADD NEW RESOLUTION ***

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PAVEMENT DESIGN CRITERIA FOR THE CITY OF PUEBLO

CHAPTER 1. GENERAL PROVISIONS

1.1 Jurisdiction

The pavement design criteria set forth in this manual is adopted pursuant to the authority of Sections 4-2-2(i), 12-4-2(7), 12-4-6(b)(2)(g) and 12-4-7(J)(2) of the Pueblo Municipal Code, and shall apply to the design and construction of all classifications of streets and alleys constructed within the public right-of-way, and those private streets, alleys, or access roads constructed on private property which are subject to a public access easement.

1.2 Purpose and Intent

It is the purpose and intent of the pavement design criteria contained in this manual to promote the health, safety, convenience, and general welfare of the people of Pueblo, Colorado. They are not intended, nor should they be construed, to create any new rights, remedies, or benefits for any person, firm, corporation or entity.

All Master Development Plans, Subdivision, Resubdivisions, Planned Unit Developments, Special Area Plans, or other proposed construction submitted for approval under the provisions of Title 12, Chapter 4 of the Pueblo Municipal Code shall comply with the pavement design criteria set forth herein. All pavement designs, analyses, and reports shall be prepared under the supervision of a Professional Engineer (Engineer), licensed as such in the State of Colorado.

1.3 Permits and Other Requirements

The developer, land owner and/or land owner's representative shall be required to obtain all permits required by Federal, State, or local Agencies in conjunction with work covered under this manual, and shall be required to comply with requirements which may be imposed directly by such agencies or which may be indirectly necessitated in order for the City to comply with any system wide permit which may be issued to the City.

1.4 Liability

Commented [BQ1]: Does Law Dept. Need to Review

Commented [CR2R1]: This is the same language that was previously in the document.

The adoption of this manual shall not create any duty to any person, firm, corporation, or other entity with regard to the application, enforcement or nonenforcement of this manual. No persons, firm, corporation, or other entity shall have a private right of action, claim or civil liability remedy against the City of Pueblo, or its officers, employees or agents, for any damage arising out of or in any way connected with the adoption, application, enforcement, or nonenforcement of this manual. Nothing in this manual shall be construed to create any liability under, or to waive any of the immunities, limitations on liability, or other provisions of, the Governmental Immunity Act, C. R. S.

24-10-101 et seq., or to waive any immunities or limitations on liability otherwise available to the City of Pueblo or its officers, employees or agents.

Review and approval by the City of pavement improvements proposed in submittals does not relieve the engineer who designed such improvements from his professional responsibilities for the adequacy of the design of said improvements.

CHAPTER 2 - GEOTECHNICAL INVESTIGATION FOR PAVEMENT DESIGN

2.1 General

The purpose of this chapter is to present the City of Pueblo (City) requirements for geotechnical investigations for pavement design on all streets within the City. The requirements outlined hereafter are the minimum accepted standard for geotechnical investigations and reports submitted to the City whether the pavement design is being performed by the City, Contractor, or Developer.

2.2 Geotechnical Investigation

2.2.1 Field Investigation

The field investigation shall consist of borings or other suitable methods of sampling the subgrade soils at horizontal spacings not greater than about 350 feet; however, a minimum of one boring shall be obtained for any roadway segment. A roadway segment is defined as a portion of roadway beginning at an intersection and ending at the next intersection or a termination point such as a cul-de-sac. Where proposed roadways include 2 or more lanes in each direction, boring locations shall be alternated between direction of travel at horizontal spacings not greater than about 250 feet. The City may require more frequent testing at its discretion.

Borings shall be taken to a minimum depth of 10 feet below the design subgrade elevation. Samples of each material type encountered in each boring shall be collected for testing.

Borings shall be performed after roadways have been rough graded and installation of utilities within the roadways have been completed. Samples collected should be representative of the soils and bedrock conditions present, including utility trench backfill, imported fill materials, and native subgrade materials.

The City may allow borings to be performed prior to completion of rough grading and utility installation, provided proposed fill materials (if required) for roadway construction can be clearly identified and sampled, utility trenches will be backfilled with excavated materials, and borings extend to a minimum depth of 10 feet below the design subgrade elevation.

If borings are performed prior to completion of rough grading and utility installation, the owner / developer shall submit a signed and sealed letter from the geotechnical engineer upon completion of rough grading confirming the conditions observed subsequent to rough grading do not change the pavement design recommendations. In addition, the City may require additional sampling be performed as rough grading and utility installation are completed to confirm that similar conditions to those identified in the report exist.

No paving shall be performed until a Pavement Release Form has been issued by the City Engineer.

2.2.2 Classification Testing

Subgrade samples collected from each boring and proposed borrow site shall be tested for the

following properties:

- Liquid Limit
- Plastic Limit
- Percent Swell
- Percent Passing 200 Sieve
- Gradation (AASHTO A-1 and A-3 soils)
- Moisture Content

The results of these tests shall be used to calculate the AASHTO Classification and Group Index in accordance with AASHTO method M-145.

2.2.3 Soil Grouping

To facilitate laboratory testing for Hveem Stabilometer (R-value) and California Bearing Ratio (CBR), field samples can be combined to form composite samples. Composite samples shall be obtained by combining soils with the same AASHTO Classification. The difference between the highest and lowest Group Index value of soil samples used in a composite sample shall not exceed 10. As such, where the difference in Group Index values within a given classification exceeds 10, it may be necessary to create more than one composite sample within a given AASHTO Classification. Composite samples shall be subject to Classification Testing as outlined in Section 2.2.2.

2.2.4 Subgrade Support Testing

Individual subgrade or composite samples shall be tested to determine the subgrade support value using Hveem Stabilometer (R-value). The design R-value shall be 300 pounds per square inch (psi) exudation pressure. Reported data for each sample shall include test procedure reference, dry density and moisture content, expansion pressure, and exudation pressure with corrected R-value curve showing the 300-psi design R-value.

As an alternative, subgrade support values can be determined using the California Bearing Ratio (CBR) test. Reported data for each sample shall include test procedure reference, values requested in AASHTO T-193, stress versus penetration curves, CBR versus dry density curves and Proctor curves.

2.2.5 Swell Testing

Relatively undisturbed or remolded samples representative of potentially expansive subgrade materials shall be tested for percent swell. Samples shall be remolded to not less than the minimum recommended compaction criteria specified by the geotechnical engineer at not more than the lowest recommended moisture content. Swell tests shall generally be performed under a surcharge pressure of 150 pounds per square foot (psf). However, the surcharge pressure may be modified as determined by the geotechnical engineer to account for predicted overburden conditions.

CHAPTER 3 - PAVEMENT DESIGN CRITERIA

3.1 General

The purpose of this chapter is to present the City of Pueblo (City) requirements for pavement design on all streets within the City. The requirements outlined hereafter are the minimum accepted standard for pavement design and reports submitted to the City.

3.2 Subgrade Characteristics

3.2.1 Swell Potential

All soil groups, excluding A-1 through A-4, shall be tested to determine swell or settlement potential. Tests shall be run on the "California Spoon" samples in accordance with ASTM D 4546 at a surcharge of 200 psf. The swell tests shall be plotted and the precent swell/settlement and swell pressure (psf) shall be determined and reported. Test results which are suspected of being too high or too low for the soil type shall not be considered in the design of the pavement, but shall be reported. In the field these soils not consistent with the remainder of the site's soils shall be removed by over excavation. The project's geotechnical engineer shall define the limits of the over excavation in the field. Any deletion of data shall be justified in the report.

Commented [BQ3]: Should this be A-3, A-4 is Considered Clay

Commented [CR4R3]: Agreed.

Commented [CR5R3]: I believe that A-4 is included because it's a transitional soil type between sandy and clay soils.

As a minimum, the report shall stipulate the following: the required depth of moisture treatment of the subgrade and shall be determined by the highest percentage of swell as recorded as a whole number.

Moisture treatment shall achieve moisture content and compaction as specified in the City of Pueblo Standard Construction Specifications and Standard Details, most current revision. Soils with >5% swell shall require swell mitigation in addition to moisture treatment.

3.2.2 Resilient Modulus

Subgrade support characteristics for AASHTO and City of Pueblo designs are measured using Resilient Modulus. Since it is not practical to use Resilient Modulus testing for most projects, alternative established laboratory testing methods and correlations are provided.

3.2.2.1 A-1, A-2-5, A-2-7, A-3, A-4, and A-5

For soil types, A-1, A-2-5, A-2-7, A-3, A-4, and A-5 Resilient Modulus, M_R shall be determined by R-Value conversion. R-Value shall be determined in accordance with AASHTO T 190. The following formula based on the Colorado Department of Transportation; "Roadway Design Manual" shall be utilized to convert Hveem "R" to M_R.

$$M_R = (0.75)10^Z; where\ Z = 0.0142R + 3.4098$$

3.2.2.2 A-2-4, A-2-6, A-6, A-7-6, and Claystone

For soil types A-2-4 and A-2-6:	$M_R = 1.67\ q_u$
For soil type A-6:	$M_R = 1.61\ q_u$
For soil type A-7-6:	$M_R = 2.35\ q_u$
For Claystone:	$M_R = 1.26\ q_u$

Where q_u = Unconfined Compressive Strength (remolded at 2% over OMC and 95% of MDD) in psf, AASHTO T 208; and where M_R is in psi.

3.2.2.3 From CBR

For fine-grained soils with a soaked CBR between 5 and 10, use the following equation to correlate CBR to resilient modulus:

$$M_R = 1{,}500\ x\ CBR$$

For non-fine-grained soils where a soaked CBR greater than 10, use the following equation:

$$M_R = 3{,}000\ x\ CBR^{0.65}$$

The above values may be multiplied by a coefficient of 1.33, if one of the following applies: subgrade permeability is greater than 10 feet per day; it is a Low Density Rural roadway section with drainage ditches; or the subgrade is gneiss or granite in nature.

3.2.2.4 Effective Modulus of Subgrade Reaction

For rigid pavement design, laboratory soil resilient Modulus MUST be converted to Modulus of Subgrade Reaction based on the formula: K=MR/19.4 or Figure 3.3 or 3.4 of the AASHTO Guide. Figure 3.6 of the AASHTO Guide must also be applied with LS = 2.5 to obtain the Effective Modulus of Subgrade Reaction, k, before entering this value into the appropriate rigid pavement design nomograph, N-5.3 or N-5.4, or computer program.

3.2.2.5 R-Values

Commented [CR6]: Added this section

As a general trend, lower R-values are associated with higher AASHTO soil classification categories. For example, it is not uncommon to obtain an R-value < 5 for a highly plastic clay, which may be classified as an A-7-6 soil. This type of soil would be considered undesirable for a roadway subgrade. On the other extreme, a well-graded sandy gravel (classification A-1-a) may have an R-value of 80 and would constitute an excellent subgrade material.

An inverse relationship exists between the subgrade R-value and the thickness of the pavement section. In other words, a site that has a low R-value will require a thicker pavement section (pavement, base course, subbase) than a site with a high R-value subgrade soil. The typical ranges of R-values shown in Table 3.2.2.5 are useful for conceptual design and estimating purposes, and for checking the reasonableness of laboratory test results. However, because the final pavement section thickness is based on the R-value (and anticipated traffic volumes), it is imperative that representative soil samples be obtained and tested to obtain values for design. For purposes of

determining the City of Pueblo “Flexible Pavement Design Criterium”, the lowest R-value for the given range has been selected, with a minimum value being 5.

TABLE 3.2.2.5
R-values by AASHTO soil classification

Soil Classification	Type of Soil	R-Value Range
A-1-a	Sandy gravel	50 – 85
A-1-b	Gravely sand	50 – 75
A-3	Find sand	50 – 75
A-2-4	Silty or clayey sand, PI < 10	10 – 45
A-2-6	Silty or clayey sand, PI > 11	<5 – 30
A-4	Silty soil with LL < 40	<5 – 50
A-5	Silty soil with LL > 41	<5 – 40
A-6	Clayey soil with LL < 40	<5 – 30
A-7-5	Clayey soil with LL > 41 and PI < (LL-30)	<5 – 30
A-7-6	Clayey soil with LL > 41 and PI > (LL-30)	<5 – 20

3.3 Traffic – Equivalent Single Axle Loads (ESAL)

3.3.1 Equivalent Single Axle Loads (ESAL)

ESAL is defined as total number of equivalent 18,000 lb. single axle load applications for the design lane. Local streets shall use a 20-year design period. Collectors and Arterials shall use a 30-year design period. Calculated ESALs must be equal to or greater than the Minimum ESALs listed in Table 3.3-1 below. For Collectors and Arterial streets the ESALs shall be weighted by a factor of 1.5 on the right lane due to the Pueblo Transit Authority’s bus routes. The intersections of Collector and Arterial streets shall increase the ESALs by a factor of 1.5. The City Engineer may increase the minimum ESAL at any location, if in their opinion, traffic conditions warrant.

TABLE 3.3-1
MINIMUM ESAL ($X10^6$)

	Residential	Mixed Use	Business	Industrial
Arterials	1.4	2.2	3	4
Collectors	0.2	0.4	0.4	0.7
Local Streets	0.07	0.07	0.07	0.4

* To deviate to a less than the minimum indicated ESAL an axle-load analysis must be approved by the City Engineer.

3.3.2 Roadway zoning classifications

Roadway zoning classifications are based on the projected land use of the areas served by the subject segment of roadway. Residential roadways service only areas with a minimum of 80% residential zoned property. Commercial and Industrial classifications service areas with 20% or more of the land to be used as Commercial or Industrial. If less than 80% of the area served is

residential, the Classification will be either Commercial or Industrial. If any of the non-residential area served is Industrial, the classification will be Industrial. If none of the non-residential area served is Industrial, the Classification will be Commercial. Any classification with a calculated ESAL of 1.4 X 10^6 or more will be considered an arterial.

Pavement design traffic studies are a method of determining 20/30-year design ESALs. ESAL calculations in traffic studies shall be based on the AASHTO "Guide for Design of Pavement Structures," latest edition. The traffic study, when required, shall be submitted with the pavement design and subject to review and acceptance.

3.3.2.1 Residential

If a traffic study for a residential roadway is not available, traffic loads can be determined using the following equation:

$$ESAL_{20} = 62{,}000 + 80\ R$$

Where, R = number of residential density units serviced by the street

3.3.2.2 Commercial

For roadways where any individual commercial site is 10 acres of more, traffic loading shall be determined by an approved traffic study only. For commercial roadway with sites less than 10 acres, traffic loading can be calculated using the following equation:

$$ESAL_{30} = 93{,}000 + 120\ R + 390{,}000\ C_A$$

Where, C_A = Commercial Acres serviced by the street

3.3.2.3 Industrial

For roadways where any individual industrial site is 10 acres or more, traffic loading shall be determined by an approved traffic study only. The City may require a traffic study for any industrial roadway. For industrial roadways with sites less than 10 acres, traffic can be calculated using the following equation:

$$ESAL_{30} = 390{,}000\ C_A + 600{,}000\ I_A$$

Where, I_A = Industrial Acres serviced by the street

3.4 Minimum Pavement Sections

If the calculated pavement sections indicate thinner sections than the Minimum Pavement Sections listed in Table 3.4-1 through 3.4-3 below, the Minimum Pavement Sections shall govern. The City Engineer may increase the minimum pavement section at any location if, in his opinion, conditions warrant. All asphalt roadways will be paved with a minimum of two (2) lifts, regardless of minimal thickness.

Temporary Pavement Sections shall meet all other requirements and minimum thickness for a permanent roadway of the same roadway classification.

TABLE 3.4-1
FLEXIBLE PAVEMENT DESIGN CRITERIA
ARTERIALS[2]

	Minor Arterial	Principal Arterial	Bus Route[1]
Minimum ESAL (x10^6)	1.4	2.2	3.3
SOIL Type A-1 A-l-a, A-1-b			
Hot Mix Asphalt	6"	6"	6"
Aggregate Base Course	6"	7.5"	9"
SOIL Type A-3			
Hot Mix Asphalt	6"	6"	6"
Aggregate Base Course	6"	7.5"	9"
SOIL Type A-2 A-2-4, A-2-5, A-2-6, A-2-7			
Hot Mix Asphalt	6"	6"	6"
Aggregate Base Course	13"	14"	16"
SOIL Type A-4			
Hot Mix Asphalt	6"	6"	6"
Aggregate Base Course	18"	20.5"	22.5"
SOIL Type A-5			
Hot Mix Asphalt	6"	6"	6"
Aggregate Base Course	18"	20.5"	22.5"
SOIL Type A-6			
Hot Mix Asphalt	6"	6"	6"
Aggregate Base Course	18"	20.5"	22.5"
SOIL Type A-7 A-7-5, A-7-6			
Hot Mix Asphalt	6"	6"	6"
Aggregate Base Course	18"	20.5"	22.5"

Note 1: This extra depth of pavement to be in the outside lane only. The City reserves the right to review location and length of bus stops with RTD and change the size and location of the extra-depth pavement.
Note 2: All arterial streets shall have a top lift of three-inches of ¾-inch SMA over the HMA or ½-inch SMA upon approval by the City Engineer on a case-by-case basis.

Commented [CR7]: 2.2 x 1.5

Note 3: Assumes soil R-values of AASHTO minimum.

TABLE 3.4-2
FLEXIBLE PAVEMENT DESIGN CRITERIA
COLLECTORS

	Neighborhood Collector	Mixed Use Collector	Business Collector	Industrial	Bus Route
Minimum ESAL ($x10^6$)	0.18	0.365	0.365	0.73	1.1
SOIL Type A-1 A-l-a, A-1-b					
Hot Mix Asphalt	5"	5"	5"	5"	5"
Aggregate Base Course	6"	6"	6"	7"	8"
SOIL Type A-3					
Hot Mix Asphalt	5"	5"	5"	5"	5"
Aggregate Base Course	6"	6"	6"	7"	8"
SOIL Type A-2 A-2-4, A-2-5, A-2-6, A-2-7					
Hot Mix Asphalt	5"	5"	5"	5"	5"
Aggregate Base Course	7"	9.5"	9.5"	12"	13.5"
SOIL Type A-4					
Hot Mix Asphalt	5"	5"	5"	5"	5"
Aggregate Base Course	11.5"	14.5"	14.5"	17"	18.5"
SOIL Type A-5					
Hot Mix Asphalt	5"	5"	5"	5"	5"
Aggregate Base Course	11.5"	14.5"	14.5"	17"	18.5"
SOIL Type A-6					
Hot Mix Asphalt	5"	5"	5"	5"	5"
Aggregate Base Course	11.5"	14.5"	14.5"	17"	18.5"
SOIL Type A-7 A-7-5, A-7-6					
Hot Mix Asphalt	5"	5"	5"	5"	5"
Aggregate Base Course	11.5"	14.5"	14.5"	17"	18.5"

Commented [BQ8]: Min ESAL x 1.5, from 3.3.1

Commented [CR9R8]: 0.73x1.5

TABLE 3.4-3
FLEXIBLE PAVEMENT DESIGN CRITERIA
LOCAL

	Local Street (30' to 36')	Business Local	Industrial - Commercial	Bus Route	Alley
Minimum ESAL ($x10^6$)	0.073	0.073	0.073	0.18	0.18
SOIL Type A-1 A-l-a, A-1-b					
Hot Mix Asphalt	4"	4"	4"	5"	5"
Aggregate Base Course	6.5"	6.5"	6.5"	8"	8"
SOIL Type A-3					
Hot Mix Asphalt	4"	4"	4"	5"	5"
Aggregate Base Course	6.5"	6.5"	6.5"	8"	8"
SOIL Type A-2 A-2-4, A-2-5, A-2-6, A-2-7					
Hot Mix Asphalt	4"	4"	4"	5"	5"
Aggregate Base Course	6.5"	6.5"	6.5"	8"	8"
SOIL Type A-4					
Hot Mix Asphalt	4"	4"	4"	5"	5"
Aggregate Base Course	10.5"	10.5"	10.5"	10"	10"
SOIL Type A-5					
Hot Mix Asphalt	4"	4"	4"	5"	5"
Aggregate Base Course	10.5"	10.5"	10.5"	10"	10"
SOIL Type A-6					
Hot Mix Asphalt	4"	4"	4"	5"	5"
Aggregate Base Course	10.5"	10.5"	10.5"	10"	10"
SOIL Type A-7 A-7-5, A-7-6					
Hot Mix Asphalt	4"	4"	4"	5"	5"
Aggregate Base Course	10.5"	10.5"	10.5"	10"	10"

Commented [BQ10]: 3.3.1

3.5 Pavement Design Procedure

The following is the method for design with the structural number using the nomographs in this specification. The design process may alternatively involve various software packages whose use is not explained here. All designs must be clearly justified to the satisfaction of the City Engineer by the signing engineer in the pavement design report.

3.5.1 Flexible Pavement

1. Determine the street classification, zoning, and ESAL.
2. Choose Nomograph N5.1 or N5.2 depending on street classification.
3. Using MR and ESAL, determine SN.
4. Using the strength coefficients from Table 3.5-1 for the base and subbase layers, calculate the thickness of the various pavement layers by the following formula. Keep in mind the Minimum Pavement Sections (Table 3.3-1 through 3.3-3) govern when thinner sections are indicated.

$$SN = a_1(D_1) + a_2(D_2) + \ldots + a_n(D_n)$$

Where a_1, a_2, a_n = strength coefficients
D_1, D_2, D_n = thickness of pavement layers

TABLE 3.5-1
STRENGTH COEFFICIENTS

COMPONENTS	COEFFICEINT (a)
Stone Matrix Asphalt (SMA)	0.44
Hot Bituminous Pavement	0.44
Existing Bituminous Pavement	0.3
Hot Mix AspahIt Grading Fines (ST and SX)	0.34
Plant Mix Bituminous Base	0.34
Verification of testing required for items listed below:	
100% RAP with R-Value >89	0.19
100% RAP with R-Value <90	0.15
Aggregate Base Course with R-Value > 83	0.15
Aggregate Base Course with R-Value > 77, < 83	0.12
Aggregate Base Course with R-Value > 69, < 77	0.11
Aggregate Base Course with R-Value >59, < 69	0.1
Treated Subgrade unconfined 7-day Strength > 425 psi	0.15
Treated Subgrade unconfined 7-day Strength 350-424 psi	0.14
Treated Subgrade unconfined 7-day Strength 275 - 349 psi	0.13
Treated Subgrade unconfined 7-day Strength 200 - 274 psi	0.12
Treated Subgrade unconfined 7-day Strength 125 - 199 psi	0.11

It is up to the design engineer to identify what level of quality of drainage is achieved under a specific set of drainage conditions.

3.5.2 Alternatives

Alternatives to the use of the above-mentioned nomographs may be presented as follows:

computer printouts presenting results in accordance with the equations shown on the respective nomographs and the AASHTO Guide will be allowed for review. The printout must reiterate all design parameters. The report must justify to the satisfaction of the City Engineer any deviations from the design parameters specified herein.

3.5.3 Factors for Design of Pavement Structures

Factors for Design of Pavement Structures utilizing 1993 AASHTO "Guide for Design of Pavement Structures", 4th Edition with 1998 Supplement.

- Reliability (R)
  - 95% for Arterials and Business Collectors
  - 90% for Mixed Use Collectors, and Industrial Commercial Collectors
  - 85% for Neighborhood Collectors, Industrial Commercial Local, Alleys, and Local Streets (30'- 36')

- Overall Standard Deviation (S_0) Use 0.45 for flexible pavements.
- Design Serviceability Loss

Flexible	
2.2	Local roadways, neigbhoorhood streets, residential parkways and collector roadways, other than commerical and industrial drives.
1.7	Arterials, bolevards, all commercial and industrial roadways.

- Concrete Elastic Modulus (EC) Use 3.6 x 10^6 psi
- Mean Concrete Modulus of Rupture (S'C) Use 600 psi
- Load Transfer Coefficient (J) If monolithic or tied curb and gutter are placed on both sides of the pavement use 3.6, otherwise use 4.2.
- Drainage Coefficient (Cd) Use 1.0.
- Loss of Support (LS) Use 2.5 in Figure 3.6 of the AASHTO Guide, to correct the Effective Modulus of Subgrade Reaction, K, for Potential Loss of Support.

Commented [BQ11]: Superscript

Commented [BQ12]: Where is figure 3.6?

Commented [CR13R12]: AASHTO

3.6 Nomographs

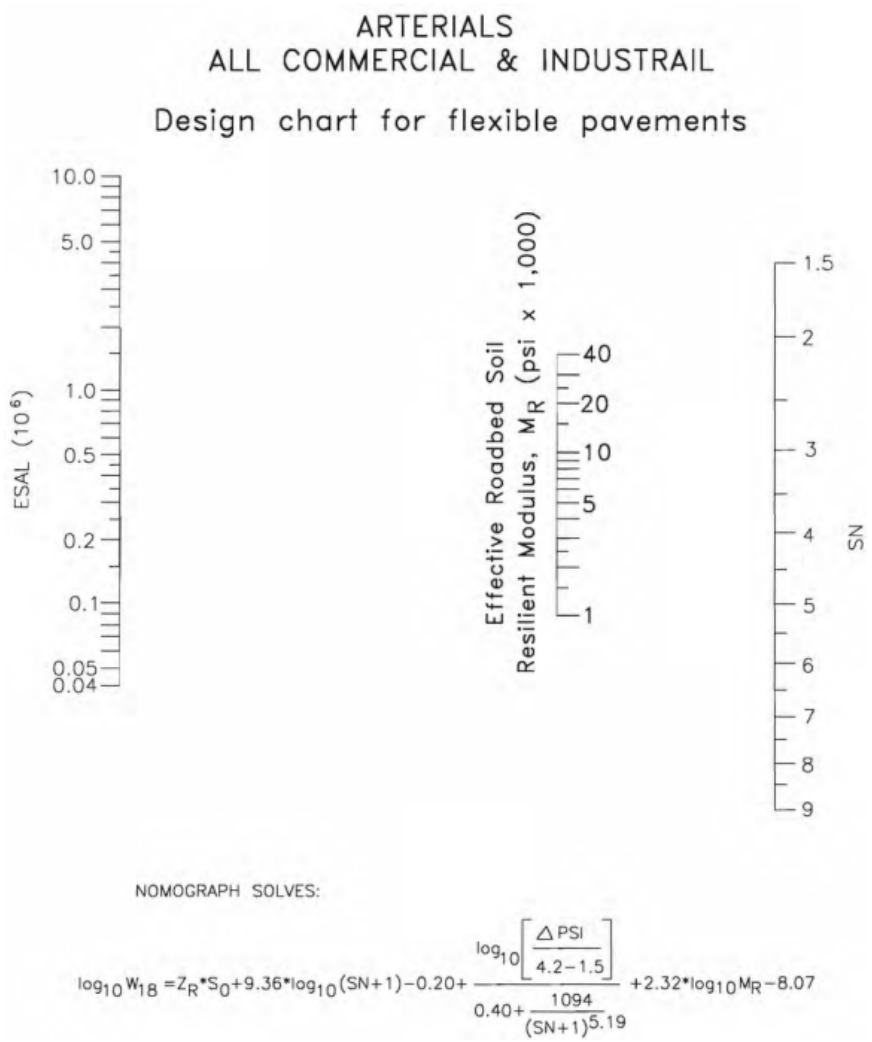
3.6.1 Nomograph N-3.1

Flexible Pavement Design Chart for Arterials and all Commercial and Industrial sites.

3.6.2 Nomograph N-3.2

Flexible Pavement Design Chart for Local and Collector Streets except Commercial and Industrial sites.

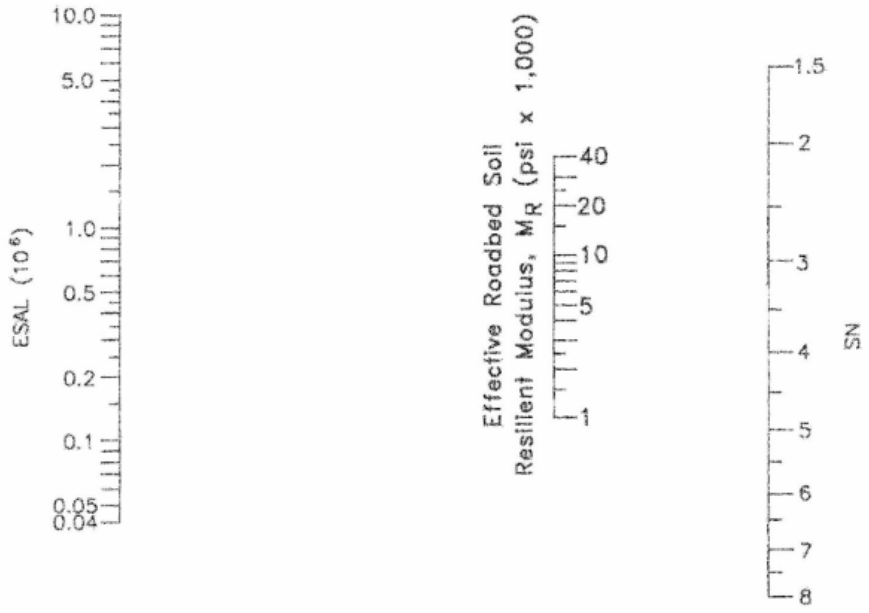
NOMOGRAPH N-3.1



NOMOGRAPH N-3.2

LOCAL & COLLECTOR
EXCEPT COMMERCIAL & INDUSTRIAL

Design chart for flexible pavements



3.7 Pavement Design Report

3.7.1 Required Information for Pavement Design Report

After completion of field investigation, laboratory testing, and engineering design, a report summarizing the data collected and pavement section calculations shall be prepared by or under the supervision of a Professional Engineer registered in the State of Colorado. The information listed below shall be required for all pavement design reports.

- Vicinity map showing the area of investigation.
- Scaled drawings showing street names and the location of borings.
- Tabular listing of laboratory test data required in section 2.2.2.
- R-value or CBR test results as required in section 2.2.4.
- Boring logs with AASHTO Classifications and Group Index Values.
- A discussion of soil, bedrock and groundwater conditions, including anticipated seasonal variation in groundwater levels.
- A discussion of utility trench backfill, including results of field density testing. If report is prepared prior to completion of utility trench backfill, it will be necessary to submit field density test results and a statement by the geotechnical engineer that utility trench backfill has been placed in general accordance with the Standard Construction Specifications of the City of Pueblo. Additionally, the geotechnical engineer shall provide a statement confirming the conditions observed subsequent to utility trench backfill placement do not change the pavement design recommendations. This report can be included in the pavement design report or submitted separately to the City for review prior to construction of the pavement section.
- A discussion of potential subgrade soil problems and recommended mitigation measures. Include mix design test results where chemical stabilization is required.
- Recommendations relative to preparation of subgrade prior to paving, including options for cold weather construction, chemical stabilization, and mitigation of unstable subgrade observed during proof-rolling operations.
- Pavement design calculations including computer printouts and nomographs showing all design coefficients. It should be noted, the City reserves the right to verify pavement calculations submitted through independent analyses.
- Statement by the geotechnical engineer that the pavement design is in conformance with the City of Pueblo Pavement Design Criteria.
- Engineer seal and signature

3.8 Special Considerations

3.8.1 Staged Construction

This is an alternative to the owner/developer to provide a minimum thickness of pavement during construction, and after repairs, construct the final lift of asphalt, providing for a new finished pavement surface. If the full pavement section is not to be placed immediately, a pavement design for staged construction may be required by the City. The staged construction design must include asphalt thickness for each proposed stage. Calculations, traffic values (EDLA), and construction

truck traffic values supporting the staged design must also be submitted.

It should be noted that where staged construction is proposed, the reliability factor must be increased such that the overall reliability for the staged construction is equal to or greater than that as required in section 3.5.3. If a two-stage construction plan is proposed for a minor collector with a reliability factor of 85%, each stage would need to be designed for a reliability of 85% or 92%.

For staged construction, accommodation must be provided for the paved surface to drain with no water left standing on the pavement after a period of 24 hours.

Where staged constructions is proposed, the final stage of construction shall be performed at the end of the 2-year warranty period, after all warranty repairs have been made. Warranty period begins from the date of acceptance of improvements by the City. The contractor shall pave a minimum 1-inch overlay. Overlay thickness should generally be not less than 3 times the maximum aggregate size in the asphalt concrete mix.

The report shall instruct the Contractor to pave an inch less than the required pavement section at initial construction, leaving the finish asphalt inch below the design crown elevation. After a period of 2 years from acceptance of improvements by the City, and after all warranty repairs have been made, the Contractor shall perform a tapered milling of the outside 4 feet of pavement along gutters prior to placing the minimum 1-inch overlay.

All manholes, valve boxes and monument boxes shall be set at grade for the interim paving surface. Manholes and valve boxes must be adjusted to final grade prior to placement of the final overlay.

The above shall be accomplished before the City accepts the streets.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: AN ORDINANCE ESTABLISHING ACCOUNT PROJECT HU2512 - DILLON ROUNDABOUT CONSTRUCTION, AND TRANSFERRING, BUDGETING AND APPROPRIATING $2,000,000 FROM PROJECT ACCOUNT HU9999, FASTER PROJECTS TO BE DETERMINED, TO SAID PROJECT ACCOUNT HU2512

SUMMARY:

This Ordinance establishes Account Project HU2512 - Dillon Roundabout Construction, transfers funds in the amount of $2,000,000.00 from Account Project HU9999 to Project Account HU2512 - Dillon Roundabout Construction Project, and budgets and appropriates funds totaling $2,000,000.00 for the Project.

PREVIOUS COUNCIL ACTION:

On October 9, 2018, by Ordinance No. 9350, City Council approved the creation of Project Account CI1819 Eagleridge & Dillon Design and transferred money from 2018 fund balance of the General Fund in the amount of $250,000.00 into Finance Account CI1819.

Ordinance 9889, passed on March 8, 2021, entering into an agreement with CDOT accepting grant funding in the amount of $1,800,000.00 from FHWA, and appropriating those funds into Project Account CI1819 – Eagleridge & Dillon Design.

Ordinance 9915, dated May 3, 2021, amended the Project Account name from Eagleridge and Dillon Design to Eagleridge and Dillon Design and Construction.

Resolution 14824, dated March 13, 2022, awarded an agreement for professional engineering services in the amount of $229,243.00 to Short-Elliott-Hendrickson, Inc. for Project No. 21-075 Dillon and Eagleridge Roundabout Project.

Resolution 15182, dated March 27, 2023, approved Amendment No. 4 to the

agreement for professional consulting services between the City of Pueblo and Short-Elliott-Hendrickson, Inc., in the amount of $18,685.00 for Project No. 21-075, Dillon and Eagleridge Roundabout Project.

Resolution 15183, dated March 27, 2023, approved Amendment No. 5 to the agreement for professional consulting services between the City of Pueblo and Short-Elliott-Hendrickson, Inc., in the amount of $22,031.00 for Project No. 21-075, Dillon and Eagleridge Roundabout Project.

Resolution 15642, dated May 28, 2024, approved Amendment No. 6 to the agreement for professional consulting services between the City of Pueblo and Short-Elliott-Hendrickson, Inc., in the amount of $49,052.00 for Project No. 21-075, Dillon and Eagleridge Roundabout Project.

BACKGROUND:

The intersection of Dillon and Eagleridge was awarded a Highway Safety Improvement Program (HSIP) grant through the Colorado Department of Transportation (CDOT) based on the traffic problems at this intersection. The grant funds, along with the allocated 2018 General Funds, will be used to design and construct a traffic roundabout at the intersection of Dillon Drive and Eagleridge Boulevard in the City of Pueblo. The roundabout will provide free flow conditions for all turning movements and will eliminate stop signs. Additionally, the median and concrete curb and gutter, striping and appropriate signage will be installed on all four quadrants to delineate lanes and instruct drivers. Crosswalks, curb ramps, landscaping, and other appurtenances will also be installed.

During the final stages of design, the Engineers' opinion of probable cost showed a shortfall of approximately $2,000,000.00. The funds from the FASTER Projects to be Determined will be used to cover this shortfall and be used for the construction of the improvements at this intersection.

FINANCIAL IMPLICATIONS:

The funds in the amount of $2,000,000.00 are being transferred from Project Account HU9999 to Project Account HU2512, Dillon Roundabout Construction.

Funds in the amount of $2,000,000.00 shall be budgeted and appropriated.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from Project Account HU9999.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING ACCOUNT PROJECT HU2512 - DILLON ROUNDABOUT CONSTRUCTION, AND TRANSFERRING, BUDGETING AND APPROPRIATING $2,000,000 FROM PROJECT ACCOUNT HU9999, FASTER PROJECTS TO BE DETERMINED, TO SAID PROJECT ACCOUNT HU2512

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

SECTION 1.

Project HU2512, Dillon Roundabout Construction Project, is hereby established.

SECTION 2.

Funds in the amount of $2,000,000.00 are hereby transferred from Project Account HU9999 into Project Account HU2512, Dillon Roundabout Construction, and budgeted and appropriated for Project Account HU2512

SECTION 3.

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

SECTION4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A 4TH AMENDMENT AND RESTATEMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO ("CITY"), A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT: TAP M086-082 (22971) RELATING TO THE NORTHERN AVE TRAIL PHASE III PROJECT, BUDGETING AND APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF $513,841 FOR SAID PROJECT, AND AWARDING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,436,813.01 TO MORTON ELECTRIC, INC. FOR PROJECT NO. 25-001R, CONCRETE AND SIGNAL IMPROVEMENTS - NORTHERN AVENUE TRAIL PHASE 3 REBID AND SETTING FORTH $185,047.99 FOR CONTINGENCIES

SUMMARY:

This Ordinance approves a 4th Amendment and Restatement of an Intergovernmental Agreement (“IGA”) between Pueblo, a Colorado Municipal Corporation (“City”) and the State of Colorado, Colorado Department of Transportation (“CDOT”) relating to the Northern Ave Trail Phase III Project, and budgets and appropriates additional funds totaling $513,841.00 for the Project, upon execution of the IGA, awards a construction contract in the amount of $1,436,813.01 to Morton Electric, Inc. for Project 25-001r, Concrete and Signal Improvements - Northern Avenue Trail Phase 3 Rebid, setting forth $185,047.99 for contingencies.

PREVIOUS COUNCIL ACTION:

Ordinance 9600 dated November 25, 2019, transferred funds in the amount of $125,000.00 from the 2019 Highway User Tax Fund (“HUTF”) balance to Project HU1601 and budgeted and appropriated $125,000.00 for the Traffic Signal Northern

Avenue and Prairie Avenue Project.

Ordinance 9666 dated February 24, 2020, established project PL2003, which approved an IGA between the City and CDOT, transferred $125,000.00 from project HU1601 to project PL2003, and budgeted and appropriated funds in the amount of $625,000.00 for the Northern Avenue Streetscape/Trail Phase III Project.

Resolution 14465 dated August 24, 2020, approved an agreement for professional engineering services between the City and Short Elliott Hendrickson, Inc., in the amount of $63,037.19, related to the Northern Avenue Streetscape/Trail Phase III Project.

Ordinance 9977 dated August 9, 2021, approved an amendment to the Intergovernmental Agreement (“IGA”), TAP M086-082 between the City of Pueblo, a Colorado Municipal Corporation (“City”) and the State of Colorado, Colorado Department of Transportation (“CDOT”) relating to the Northern Avenue Streetscape/Trail Phase III Project.

Ordinance 10121 dated February 28, 2022, approved Amendment #2 to the Intergovernmental Agreement (“IGA”), TAP M086-082 between the City of Pueblo, a Colorado Municipal Corporation (“City”) and the State of Colorado, Colorado Department of Transportation (“CDOT”) relating to the Northern Avenue Streetscape/Trail Phase III Project.

Ordinance 10308, dated October 24, 2022, approved Amendment #3 to the Intergovernmental Agreement (IGA), TAP M086-082 between the City of Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Northern Avenue Streetscape/Trail Phase III Project.

BACKGROUND:

This Ordinance approves the 4th Amendment and Restatement to the Intergovernmental Agreement, originally effective on March 13, 2020, between the City and CDOT. This amendment is due to an additional Multimodal Transportation & Mitigation Options Funding (MMOF) grant that was awarded to the City of Pueblo.

The proposed project will continue the trail along the north side of Northern Avenue between Cambridge Avenue and Prairie Avenue and will then head north on Prairie Avenue to the main entrance of the Colorado State Fairgrounds. Over the last several years the City has redeveloped the trail system from Pueblo Boulevard (State Highway 45) east to Cambridge Avenue along Northern Avenue. This project will complete the trail system to the Colorado State Fairgrounds, providing the area residents and visitors to the State Fair with a direct bike/pedestrian connection.

Upon execution of the IGA, a construction contract will be awarded to Morton Electric, Inc.

FINANCIAL IMPLICATIONS:

Grant funds in the amount of $1,318,494.00 were previously awarded, budgeted and appropriated. Additional grant funds, in the amount of $513,841.00 are being budgeted and appropriated into PL2003, Northern Avenue Streetscape Trail III Project.

Funding in the amount of $1,621,861.00 (contract and contingencies) shall be paid from PL2003.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the CDOT Multimodal Transportation & Mitigation Options Funding (MMOF) grant funds.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Draft Amendment 4 (22971)
2. 25-001R Bid Summary

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A 4TH AMENDMENT AND RESTATEMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO ("CITY"), A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT: TAP M086-082 (22971) RELATING TO THE NORTHERN AVE TRAIL PHASE III PROJECT, BUDGETING AND APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF $513,841 FOR SAID PROJECT, AND AWARDING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,436,813.01 TO MORTON ELECTRIC, INC. FOR PROJECT NO. 25-001R, CONCRETE AND SIGNAL IMPROVEMENTS - NORTHERN AVENUE TRAIL PHASE 3 REBID AND SETTING FORTH $185,047.99 FOR CONTINGENCIES

WHEREAS, competitive bids for 25-001r Concrete and Signal Improvements - Northern Avenue Trail Phase 3 Rebid have been received and examined; and,

WHEREAS, the proposal of Morton Electric, Inc., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-001r Concrete and Signal Improvements - Northern Avenue Trail Phase 3 Rebid to be performed; NOW, THEREFORE,

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

SECTION 1.

The 4th Amendment and Restatement to the Intergovernmental Agreement (“IGA”) between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Colorado Department of Transportation ("CDOT"), Project: TAP M086-082 (22971), Northern Avenue Streetscape Phase III Project, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Subject to encumbrances by the Colorado State Department of Transportation, additional funds from the Northern Avenue Streetscape Phase III project (TAP M086-082) in the amount of $513,841.00 (total of $1,832,335.00) are hereby budgeted and appropriated for the Northern Avenue Streetscape Phase III Trail Project, No. PL2003.

SECTION 3.

The Mayor is authorized to execute and deliver the IGA 4th Amendment and Restatement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 4.

Subject to execution of the IGA, the City Council authorizes Account Project No. 25-001r Concrete and Signal Improvements - Northern Avenue Trail Phase 3 Rebid, to be performed and the contract for said project is hereby awarded to Morton Electric, Inc., in the amount o

$1,436,813.01.

SECTION 5.

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 6.

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…….$185,047.99

SECTION 7.

Funds for Project No. 25-001r, in the amount of $1,621,861.00 ($1,436,813.01 + $185,047.99 for contingencies and additional work), shall be from Account Project PL2003, Northern Avenue Streetscape Trail III Project.

SECTION 8.

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 9.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

STATE OF COLORADO AMENDMENT

Amendment #: 4 **Project #: TAP M086-082 (22971)**

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		**Amendment Routing Number** 20-HA2-XC-03013-M0009
Local Agency CITY OF PUEBLO		**Original Agreement Routing Number** 20-HA2-XC-03013
Agreement Maximum Amount	$1,832,335.00	**Agreement Beginning Date** March 13, 2020
		Agreement Expiration Date March 12, 2030

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
Keith Stefanik, P.E., Chief Engineer

Date: _____

LOCAL AGENCY
City of Pueblo

By:_____
***Signature**

Name:_____
(Heather Graham)

Title:_____
(Mayor)

Date:_____

LOCAL AGENCY
City of Pueblo (2nd Signature)

By:_____
***ATTEST**

Name:_____
(Marisa Stoller)

Title:_____
(City Clerk)

Date:_____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Department of Transportation

Amendment Effective Date:_____

1) PARTIES

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

2) TERMINOLOGY

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

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

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

B. Amendment Term

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

4) PURPOSE

The Parties entered into the Agreement on March 13, 2020, for the design and construction of a trail, traffic signal improvements and landscaping in the City of Pueblo, Colorado. The Parties now desire to add State MMO funding to complete the project.

5) MODIFICATIONS

The Parties desire to modify the agreement as follows:

A. Increase total budgeted funds from $1,318,494.00 by $513,841.00 to $1,832,335.00;

B. **Exhibit C-11**, replaces **Exhibit C-10**, which is attached hereto.

6) LIMITS OF EFFECT

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

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EXHIBIT C-11 - FUNDING PROVISIONS

City of Pueblo # TAP M086-082 (22971)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be $1,832,335.00, which is to be funded as follows:

1. FUNDING

a. Federal Funds (80% of TAP Award)	$500,000.00
b. Local Agency Funds (20% of TAP Award)	$125,000.00
c. State Funds (HB1466 General Funds) (100% of HB1466 GF Award)	$693,494.00
d. State Funds (100% of MMOF Award)	$513,841.00
TOTAL FUNDS ALL SOURCES	**$1,832,335.00**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	693JJ22230000Z3E2COM086082 693JJ22130000Z300COM086082 693JJ22230000Z30ECOM086082 693JJ22330000Y306COM086082
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	NJK3BNUDRHJ7
d.	Assistance Listing # Highway Planning and Construction	ALN 20.205
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	$472,800.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	$500,000.00
b.	State Funds Budgeted	$1,207,335.00
c.	Less Estimated Federal Share of CDOT-Incurred Costs	$ 0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**93.18%**	**$ 1,707,335.00**
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**6.82%**	**$ 125,000.00**
TOTAL PROJECT ESTIMATED FUNDING	**100.00%**	**$ 1,832,335.00**

4. FOR CDOT ENCUMBRANCE PURPOSES

TAP Funds

a.	Total Encumbrance Amount (Federal funds + Local Agency Funds)	$591,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	
	Federal Funds 80% of ROW $27,200.00	
	Local Agency 20% of ROW $6,800.00	
	$34,000.00	

HB1466 State General Funds

a.	Total Encumbrance Amount (Only HB1466 funds are encumbered)	$693,494.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00

MMO State Funds

a.	Total Encumbrance Amount (Only MMOF funds are encumbered)	$513,841.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS **$ 1,798,335.00**

Note: Only $1,284,494.00 in Design and Construction funds are available. Additional funds will become available after the execution of an Option Letter (Exhibit B) or a formal Amendment.

TAP Funds				
WBS Element 22971.10.30	Performance Period Start*/End Date 11/16/2020 – 12/31/2025	Design	3020	$157,746.00
WBS Element 22971.20.10	Performance Period Start*/End Date 01/28/2025 – 12/31/2025	Const.	3301	$433,254.00
HB1466 State General Funds				
WBS Element 22971.20.10	Performance Period Start**/End Date 09/26/2024 – 12/31/2026	Const.	3301	$693,494.00
MMO State Funds				
WBS Element 22971.10.30	Performance Period Start**/End Date N/A-N/A – N/A-N/A	Design	3020	$0.00
WBS Element 22971.20.10	Performance Period Start**/End Date N/A-N/A – N/A-N/A	Const.	3301	$0.00

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

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

B. Funding Ratios

The funding ratio for the federal & State funds for this Work is 93.18% federal & State funds to 6.82% Local Agency funds, and this ratio applies only to the $1,832,335.00 that is eligible for federal & State funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $1,832,335.00, and additional federal & State funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $1,832,335.00, then the amounts of Local Agency and federal & State funds will be decreased in accordance with the funding ratio described in **A1**. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $1,680,135.00 (federal and State funds $1,707,335.00 minus federal share of ROW of $27,200.00). For CDOT accounting purposes, the federal funds of $472,800.00 (federal funds of $500,000.00 minus federal share of ROW of $27,200.00), State funds of $1,207,335.00, and the Local Agency funds of $118,200.00 (Local Agency funds of $125,000.00 minus Local Agency share of ROW of $6,800.00) will be encumbered for a total encumbrance of $1,798,335.00. The total budget of this project is $1,832,335.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20

through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

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

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

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

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

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

EVALUATION TABULATION

IFB No. 25-001R (PL2003); CDOT TAP M086-082 (22971)

Concrete and Signal Improvements - Northern Avenue Trail Phase 3 Rebid

RESPONSE DEADLINE: July 9, 2025 at 11:00 am

Report Generated: Wednesday, July 9, 2025

VENDOR TOTALS

Vendor	Base Bid	Bid Alternate 1	Bid Alternate 2	Total
Morton Electric, Inc.	$1,234,404.01	$50,974.00	$151,435.00	$1,436,813.01
Finsterwald Services	$1,356,395.51	$50,175.48	$91,399.00	$1,497,969.99
JARCCO Construction LLC	$1,395,937.56	$45,391.00	$75,505.00	$1,516,833.56

BASE BID

Base Bid					Finsterwald Services			JARCCO Construction LLC			Morton Electric, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number
X	1	CLEAR AND GRUB	1	LS	$5,000.00	$5,000.00	201-00000	$12,989.00	$12,989.00	201-00000	$22,000.00	$22,000.00	201-00000
X	2	REMOVAL OF BOLLARD	11	EA	$100.00	$1,100.00	202-00039	$974.00	$10,714.00	202-00039	$330.00	$3,630.00	202-00039
X	3	REMOVAL OF CONCRETE MEDIAN MATERIAL	8	SY	$45.95	$367.60	202-00190	$84.00	$672.00	202-00190	$49.50	$396.00	202-00190
X	4	REMOVAL OF SIDEWALK	1232	SY	$49.14	$60,540.48	202-00200	$35.00	$43,120.00	202-00200	$37.40	$46,076.80	202-00200
X	5	REMOVAL OF CURB	85	LF	$5.21	$442.85	202-00201	$13.00	$1,105.00	202-00201	$14.30	$1,215.50	202-00201
X	6	REMOVAL OF CURB AND GUTTER	789	LF	$10.65	$8,402.85	202-00203	$14.00	$11,046.00	202-00203	$16.50	$13,018.50	202-00203
X	7	REMOVAL OF CONCRETE PAVEMENT	448	SY	$49.50	$22,176.00	202-00210	$47.00	$21,056.00	202-00210	$37.40	$16,755.20	202-00210
X	8	REMOVAL OF ASPHALT MAT	1913	SY	$30.60	$58,537.80	202-00220	$35.00	$66,955.00	202-00220	$37.40	$71,546.20	202-00220
X	9	REMOVAL OF PAVEMENT MARKING	433	SF	$15.00	$6,495.00	202-00250	$10.00	$4,330.00	202-00250	$8.25	$3,572.25	202-00250
X	10	REMOVAL OF SIGN (SPECIAL)	1	EA	$1,000.00	$1,000.00	202-00815	$455.00	$455.00	202-00815	$110.00	$110.00	202-00815

Base Bid					Finsterwald Services			JARCCO Construction LLC			Morton Electric, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number
X	11	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	1	LS	$50,000.00	$50,000.00	202-00828	$12,989.00	$12,989.00	202-00828	$11,400.00	$11,400.00	202-00828
X	12	UNCLASSIFIED EXCAVATION	114	CY	$324.00	$36,936.00	203-00000	$126.00	$14,364.00	203-00000	$38.50	$4,389.00	203-00000
X	13	TOPSOIL	66	CY	$85.00	$5,610.00	207-00205	$97.00	$6,402.00	207-00205	$150.00	$9,900.00	207-00205
X	14	EROSION LOG TYPE 2 (8 INCH)	419	LF	$9.85	$4,127.15	208-00007	$8.00	$3,352.00	208-00007	$4.73	$1,981.87	208-00007
X	15	SILT FENCE	349	LF	$4.25	$1,483.25	208-00020	$8.00	$2,792.00	208-00020	$3.47	$1,211.03	208-00020
X	16	AGGREGATE BAG	260	LF	$20.00	$5,200.00	208-00035	$13.00	$3,380.00	208-00035	$5.28	$1,372.80	208-00035
X	17	CONCRETE WASHOUT STRUCTURE	1	EA	$5,000.00	$5,000.00	208-00045	$1,299.00	$1,299.00	208-00045	$7,900.00	$7,900.00	208-00045
X	18	STORM DRAIN INLET PROTECTION (TYPE I)	134	LF	$34.75	$4,656.50	208-00051	$13.00	$1,742.00	208-00051	$6.39	$856.26	208-00051
X	19	EROSION CONTROL MANAGEMENT	1	LS	$10,000.00	$10,000.00	208-00200	$7,144.00	$7,144.00	208-00200	$5,500.00	$5,500.00	208-00200
X	20	RESET STRUCTURE (BENCH)	1	EA	$400.00	$400.00	210-00001	$1,559.00	$1,559.00	210-00001	$1,300.00	$1,300.00	210-00001
X	21	RESET STRUCTURE (BOULDER)	9	EA	$250.00	$2,250.00	210-00001	$455.00	$4,095.00	210-00001	$520.00	$4,680.00	210-00001

Base Bid					Finsterwald Services			JARCCO Construction LLC			Morton Electric, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number
X	22	RESET IRRIGATION SYSTEM	1	EA	$15,000.00	$15,000.00	210-00038	$57,153.00	$57,153.00	210-00038	$9,620.00	$9,620.00	210-00038
X	23	RESET GROUND SIGN	4	EA	$275.00	$1,100.00	210-00810	$260.00	$1,040.00	210-00810	$260.00	$1,040.00	210-00810
X	24	RESET SIGN PANEL	5	EA	$185.00	$925.00	210-00815	$195.00	$975.00	210-00815	$180.00	$900.00	210-00815
X	25	ADJUST PULL BOX	4	EA	$2,200.00	$8,800.00	210-00827	$714.00	$2,856.00	210-00827	$600.00	$2,400.00	210-00827
X	26	RESET TRAFFIC SIGNAL VEHICLE DETECTOR	1	EA	$7,500.00	$7,500.00	210-00882	$2,013.00	$2,013.00	210-00882	$3,700.00	$3,700.00	210-00882
X	27	ADJUST MANHOLE	2	EA	$555.50	$1,111.00	210-04010	$1,818.00	$3,636.00	210-04010	$1,800.00	$3,600.00	210-04010
X	28	SEEDING (NATIVE)	0.52	AC	$8,000.00	$4,160.00	212-00006	$4,936.00	$2,566.72	212-00006	$4,019.23	$2,089.9996	212-00006
X	29	SOIL CONDITIONING	0.52	AC	$3,500.00	$1,820.00	212-00032	$4,676.00	$2,431.52	212-00032	$1,142.31	$594.0012	212-00032
X	30	MULCHNG (WEED FREE STRAW)	0.52	AC	$3,500.00	$1,820.00	213-00004	$5,066.00	$2,634.32	213-00004	$1,057.69	$549.9988	213-00004
X	31	RIVER ROCK (3/4 INCH)	1630	SF	$3.50	$5,705.00	213-00067	$3.00	$4,890.00	213-00067	$12.18	$19,853.40	213-00067
X	32	DECIDUOUS TREE (2 INCH CALIPER)	8	EA	$700.00	$5,600.00	214-00220	$1,208.00	$9,664.00	214-00220	$1,407.50	$11,260.00	214-00220
X	33	DECIDUOUS TREE (3 INCH CALIPER)	14	EA	$950.00	$13,300.00	214-00330	$1,429.00	$20,006.00	214-00330	$1,472.86	$20,620.04	214-00330

Base Bid					Finsterwald Services			JARCCO Construction LLC			Morton Electric, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number
X	34	EVERGREEN TREE (6 FOOT (BALL AND BURLAP)	3	EA	$700.00	$2,100.00	214-00506	$1,364.00	$4,092.00	214-00506	$1,560.00	$4,680.00	214-00506
X	35	AGGREGATE BASE COURSE (CLASS 6)	22	CY	$90.85	$1,998.70	304-06007	$207.00	$4,554.00	304-06007	$110.00	$2,420.00	304-06007
X	36	HOT MIX ASPHALT (PATCHING)	117	SY	$99.01	$11,584.17	403-00721	$240.00	$28,080.00	403-00721	$216.24	$25,300.08	403-00721
X	37	CONCRETE PAVEMENT (6-INCH)(DRIVEWAY)	31	SY	$102.63	$3,181.53	412-00600	$105.00	$3,255.00	412-00600	$95.70	$2,966.70	412-00600
X	38	CONCRETE PAVEMENT (7-INCH)(DRIVEWAY)	565	SY	$124.47	$70,325.55	412-00700	$117.00	$66,105.00	412-00700	$137.50	$77,687.50	412-00700
X	39	DRILLED SHAFT (36 INCH)	38	LF	$1,000.00	$38,000.00	503-00036	$1,039.00	$39,482.00	503-00036	$452.63	$17,199.94	503-00036
X	40	CONCRETE SIDEWALK (4-INCH)	1444	SY	$77.67	$112,155.48	608-00000	$77.00	$111,188.00	608-00000	$69.30	$100,069.20	608-00000
X	41	CONCRETE SIDEWALK (6-INCH)	350	SY	$95.67	$33,484.50	608-00001	$88.00	$30,800.00	608-00001	$95.70	$33,495.00	608-00001
X	42	CONCRETE CURB RAMP	212	SY	$186.00	$39,432.00	608-00010	$152.00	$32,224.00	608-00010	$121.00	$25,652.00	608-00010
X	43	DETECTABLE WARNING	273	SF	$110.56	$30,182.88	608-00015	$78.00	$21,294.00	608-00015	$82.50	$22,522.50	608-00015
X	44	CONCRETE SIDEWALK (COLORED)(4-INCH)	42	SY	$157.50	$6,615.00	608-00350	$140.00	$5,880.00	608-00350	$74.80	$3,141.60	608-00350

Base Bid					Finsterwald Services			JARCCO Construction LLC			Morton Electric, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number
X	45	CONCRETE SIDEWALK (COLORED)(7-INCH)(REINFORCED)	72	SY	$159.25	$11,466.00	608-00351	$175.00	$12,600.00	608-00351	$137.50	$9,900.00	608-00351
X	46	CURB AND GUTTER (CITY OF PUEBLO STANDARD CURB AND GUTTER)	786	LF	$52.12	$40,966.32	609-20010	$45.00	$35,370.00	609-20010	$36.30	$28,531.80	609-20010
X	47	CURB AND GUTTER (CITY OF PUEBLO TYPE II CURB AND GUTTER)	15	LF	$97.16	$1,457.40	609-20010	$48.00	$720.00	609-20010	$28.60	$429.00	609-20010
X	48	COLORED CONCRETE MEDIAN (STAMPED)	1174	SF	$18.75	$22,012.50	610-00035	$140.00	$164,360.00	610-00035	$24.20	$28,410.80	610-00035
X	49	2 INCH ELECTRICAL CONDUIT (BORED)	130	LF	$105.00	$13,650.00	613-00206	$47.00	$6,110.00	613-00206	$25.95	$3,373.50	613-00206
X	50	3 INCH ELECTRICAL CONDUIT (BORED)	260	LF	$124.50	$32,370.00	613-00306	$55.00	$14,300.00	613-00306	$26.44	$6,874.40	613-00306
X	51	2 INCH ELECTRICAL CONDUIT (PLASTIC)	106	LF	$44.50	$4,717.00	613-01200	$42.00	$4,452.00	613-01200	$25.26	$2,677.56	613-01200
X	52	3 INCH ELECTRICAL CONDUIT (PLASTIC)	90	LF	$49.50	$4,455.00	613-01300	$45.00	$4,050.00	613-01300	$26.60	$2,394.00	613-01300
X	53	PULL BOX (24"X36"X18")	3	EA	$3,000.00	$9,000.00	613-07034	$4,286.00	$12,858.00	613-07034	$2,423.50	$7,270.50	613-07034
X	54	WIRING	1	LS	$40,000.00	$40,000.00	613-10000	$31,817.00	$31,817.00	613-10000	$26,334.64	$26,334.64	613-10000

Base Bid					Finsterwald Services			JARCCO Construction LLC			Morton Electric, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number
X	55	LUMINAIRE (LED) (SPECIAL)	2	EA	$3,500.00	$7,000.00	613-13000	$1,721.00	$3,442.00	613-13000	$1,358.00	$2,716.00	613-13000
X	56	SIGN PANEL (CLASS I) (INSTALL ONLY)	23	EA	$125.00	$2,875.00	614-00026	$370.00	$8,510.00	614-00026	$133.04	$3,059.92	614-00026
X	57	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	14	EA	$1,500.00	$21,000.00	614-70150	$1,104.00	$15,456.00	614-70150	$668.70	$9,361.80	614-70150
X	58	TRAFFIC SIGNAL FACE (12-12-12)	6	EA	$6,000.00	$36,000.00	614-70336	$1,565.00	$9,390.00	614-70336	$943.20	$5,659.20	614-70336
X	59	TRAFFIC SIGNAL FACE (12-12-12-12)	6	EA	$6,500.00	$39,000.00	614-70448	$2,091.00	$12,546.00	614-70448	$1,165.24	$6,991.44	614-70448
X	60	TRAFFIC SIGNAL CONTROLER CABINET	1	EA	$15,000.00	$15,000.00	614-72855	$63,972.00	$63,972.00	614-72855	$36,240.00	$36,240.00	614-72855
X	61	PEDESTRIAN PUSH BUTTON	16	EA	$1,000.00	$16,000.00	614-72860	$779.00	$12,464.00	614-72860	$512.54	$8,200.64	614-72860
X	62	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	3	EA	$3,400.00	$10,200.00	614-72863	$4,416.00	$13,248.00	614-72863	$1,596.56	$4,789.68	614-72863
X	63	PEDESTRIAN COUNTER PEDESTAL	1	EA	$14,000.00	$14,000.00	614-72868	$24,355.00	$24,355.00	614-72868	$14,723.60	$14,723.60	614-72868
X	64	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-35 FOOT MAST ARM)	1	EA	$18,000.00	$18,000.00	614-81135	$32,700.00	$32,700.00	614-81135	$21,598.86	$21,598.86	614-81135

Base Bid					Finsterwald Services			JARCCO Construction LLC			Morton Electric, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number
X	65	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-40 FOOT MAST ARM)	1	EA	$20,000.00	$20,000.00	614-81140	$30,947.00	$30,947.00	614-81140	$23,148.00	$23,148.00	614-81140
X	66	TRAFFIC SIGNAL PEDESTAL POLE STEEL	1	EA	$5,000.00	$5,000.00	614-84000	$7,729.00	$7,729.00	614-84000	$2,460.50	$2,460.50	614-84000
X	67	CONSTRUCTION SURVEYING	1	LS	$30,000.00	$30,000.00	625-00000	$25,329.00	$25,329.00	625-00000	$32,296.00	$32,296.00	625-00000
X	68	MOBILIZATION	1	LS	$125,000.00	$125,000.00	626-00000	$48,060.00	$48,060.00	626-00000	$150,000.00	$150,000.00	626-00000
X	69	THERMOPLASTIC MARKING	1264	SF	$25.00	$31,600.00	627-00002	$29.00	$36,656.00	627-00002	$24.20	$30,588.80	627-00002
X	70	TRAFFIC CONTROL (SPECIAL)	1	LS	$75,000.00	$75,000.00	630-00016	$63,647.00	$63,647.00	630-00016	$143,000.00	$143,000.00	630-00016
X	71	ON-THE-JOB TRAINEE	1	LS	$5,000.00	$5,000.00	700-70023	$12,470.00	$12,470.00	700-70023	$3,200.00	$3,200.00	700-70023
Total						$1,356,395.51			$1,395,937.56			$1,234,404.0096	

BID ALTERNATE 1

Bid Alternate 1					Finsterwald Services			JARCCO Construction LLC			Morton Electric, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number
X	72	CLEAR AND GRUB	1	LS	$5,000.00	$5,000.00	201-00000	$6,000.00	$6,000.00	201-00000	$825.00	$825.00	201-00000
X	73	REMOVAL OF SIDEWALK	47	SY	$49.14	$2,309.58	202-00200	$45.00	$2,115.00	202-00200	$38.00	$1,786.00	202-00200
X	74	REMOVAL OF CURB AND GUTTER	46	LF	$10.65	$489.90	202-00203	$17.00	$782.00	202-00203	$17.00	$782.00	202-00203
X	75	REMOVAL OF CONCRETE PAVEMENT (DRIVEWAY)	96	SY	$49.50	$4,752.00	202-00210	$40.00	$3,840.00	202-00210	$38.00	$3,648.00	202-00210
X	76	REMOVAL OF ASPHALT MAT	10	SY	$30.60	$306.00	202-00220	$55.00	$550.00	202-00220	$38.00	$380.00	202-00220
X	77	AGGREGATE BAG	30	LF	$20.00	$600.00	208-00035	$15.00	$450.00	208-00035	$6.00	$180.00	208-00035
X	78	STORM DRAIN INLET PROTECTION (TYPE I)	11	LF	$31.75	$349.25	208-00051	$15.00	$165.00	208-00051	$7.00	$77.00	208-00051
X	79	HOT MIX ASPHALT (PATCHING)	10	SY	$99.01	$990.10	403-00721	$180.00	$1,800.00	403-00721	$275.00	$2,750.00	403-00721
X	80	CONCRETE PAVEMENT (6-INCH)(DRIVEWAY)	29	SY	$102.63	$2,976.27	412-00600	$110.00	$3,190.00	412-00600	$96.00	$2,784.00	412-00600
X	81	CONCRETE SIDEWALK (4-INCH)	58	SY	$77.67	$4,504.86	608-00000	$85.00	$4,930.00	608-00000	$70.00	$4,060.00	608-00000

Bid Alternate 1					Finsterwald Services			JARCCO Construction LLC			Morton Electric, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number
X	82	CURB AND GUTTER (CITY OF PUEBLO STANDARD CURB AND GUTTER)	46	LF	$52.12	$2,397.52	609-20010	$45.00	$2,070.00	609-20010	$37.00	$1,702.00	609-20010
X	83	CONSTRUCTION SURVEYING	1	LS	$8,000.00	$8,000.00	625-00000	$8,499.00	$8,499.00	625-00000	$3,500.00	$3,500.00	625-00000
X	84	MOBILIZATION	1	LS	$7,500.00	$7,500.00	626-00000	$6,500.00	$6,500.00	626-00000	$14,500.00	$14,500.00	626-00000
X	85	TRAFFIC CONTROL (SPECIAL)	1	LS	$10,000.00	$10,000.00	630-00016	$4,500.00	$4,500.00	630-00016	$14,000.00	$14,000.00	630-00016
Total						$50,175.48			$45,391.00			$50,974.00	

BID ALTERNATE 2

Bid Alternate 2					Finsterwald Services			JARCCO Construction LLC			Morton Electric, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number	Unit Cost	Total	CDOT Item Number
X	86	REMOVAL OF CONCRETE MEDIAN MATERIAL	279	SY	$49.95	$13,936.05	202-00190	$40.00	$11,160.00	202-00190	$55.00	$15,345.00	202-00190
X	87	ADJUST MANHOLE	1	EA	$555.50	$555.50	210-04010	$1,500.00	$1,500.00	210-04010	$2,500.00	$2,500.00	210-04010
X	88	AGGREGATE BASE COURSE (CLASS 6)	47	CY	$90.85	$4,269.95	304-06007	$205.00	$9,635.00	304-06007	$110.00	$5,170.00	304-06007
X	89	COLORED CONCRETE MEDIAN (STAMPED)	2514	SF	$18.75	$47,137.50	610-00035	$15.00	$37,710.00	610-00035	$30.00	$75,420.00	610-00035
X	90	CONSTRUCTION SURVEYING	1	LS	$8,000.00	$8,000.00	625-00000	$5,000.00	$5,000.00	625-00000	$5,500.00	$5,500.00	625-00000
X	91	MOBILIZATION	1	LS	$7,500.00	$7,500.00	626-00000	$5,000.00	$5,000.00	626-00000	$24,000.00	$24,000.00	626-00000
X	92	TRAFFIC CONTROL (SPECIAL)	1	LS	$10,000.00	$10,000.00	630-00016	$5,500.00	$5,500.00	630-00016	$23,500.00	$23,500.00	630-00016
Total						$91,399.00			$75,505.00			$151,435.00	

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Finsterwald Services	JARCCO Construction LLC	Morton Electric, Inc.
BID GUARANTEE	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
SAM.gov REGISTRATION	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass
REQUIRED WORK BY GENERAL CONTRACTOR:	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
ACKNOWLEDGEMENT OF PREVAILING WAGES & ADDITIONAL WAGE CLASSIFICATION RESPONSIBILITY	Pass	Pass	Pass
CERTIFICATION OF NONSEGREGATED FACILITIES	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
CERTIFICATIONS			
CERTIFICATION STATEMENT	Pass	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response
CDOT Forms			
Anti-Collusion Affidavit (CDOT Form 606)	Pass	Pass	Pass
Anticipated DBE Participation Plan (CDOT Form 1414)	Pass	Pass	Pass
CDOT FORMS REQUIRED FROM APPARENT LOWEST/MOST RESPONSIVE BIDDER	Pass	Pass	Pass

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: AN ORDINANCE TRANSFERRING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $400,000 FROM CI2415, STREET REHABILITATION TO PL2202, LAKE & ORMAN ROUNDABOUT PROJECT

SUMMARY:

Attached is an Ordinance transferring funds in the amount of $400,000.00 from account Project CI2415 to PL2202 - Lake & Orman Roundabout Prj.

PREVIOUS COUNCIL ACTION:

Ordinance 10368, approved on January 25, 2023, created Project No. PL2202 Lake Avenue and Orman Avenue Roundabout Project, approved an IGA with CDOT, transferred funds $150,000.00 for the required 10% match and budgeted and appropriated $1,500,000.00 for the project.

Resolution 15474, dated February 12, 2024, approved an agreement for professional engineering services between the City of Pueblo and Dibble & Associates Consulting Engineers, Inc., in the amount of $179,386.00 for Project No. 23-076, Lake and Orman Roundabout

BACKGROUND:

The City was awarded a Highway Safety Improvement Program grant for improvements at the intersection of Lake Avenue and Orman Avenue in 2022. Despite the fact this is a signalized intersection, 77% of the crashes were broadsides (front to side). Because of the high percentage of broadsides at this intersection, it is a good candidate for a roundabout. The Federal Highway Administration has identified the roundabout construction as one of the most significant accident countermeasure concepts and current speed studies of existing Pueblo roundabouts have shown average speeds in the low 20 miles per hour (MPH) range.

During the final stages of design the engineers opinion of probable cost showed a shortfall of approximately $400,000.00. The funds from the Street Rehabilitation will be used to cover this shortfall and be used for the construction of the improvements at this intersection.

FINANCIAL IMPLICATIONS:

The funds in the amount of $400,000.00 are being transferred from Project CI2415 to PL2202, Lake & Orman Roundabout Prj, and budgeted and appropriated to PL2202.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from CI2415.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE TRANSFERRING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $400,000 FROM CI2415, STREET REHABILITATION TO PL2202, LAKE & ORMAN ROUNDABOUT PROJECT

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

SECTION 1.

Funds in the amount of $400,000.00 are hereby transferred, budgeted and appropriated from CI2415, Street Rehabilitation to PL2202, Lake & Orman Roundabout Project.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

SUMMARY:

The applicant is requesting to subdivide 9.384-acres into a 133-townhome lot development to include private streets, parcels for pedestrian circulation, drainage, parking, landscaping, dumpster enclosures, clubhouse, swimming pool and mail kiosks.

PREVIOUS COUNCIL ACTION:

On May 23, 2022, City Council approved the River's Run Subdivision 1st Amendment by Ordinance No. 10193. (S-22-01)

The applicant is concurrently requesting to establish the Townhomes at River's Run, Special Area Plan. (SAP-24-02)

BACKGROUND:

The subject property is a re-subdivision of Lot 1, Block 1, River's Run Subdivision, 1st Amendment, which is located north of Portland Avenue and west of South Norwood Avenue. The proposed subdivision divides the property into 133 townhome lots, multiple parcels for common area, sidewalks, landscaping, refuse, mail kiosks, clubhouse, swimming pool, and private streets that will be owned, developed and maintained by the Rivers Run Flats Homeowners Association, Inc. A Special Area Plan is proposed for this subdivision to allow for the unique development of private streets and attached townhomes on individual lots, which do not meet the minimum standards for single-family residences in a R-5 Zone District. Each townhome will be located on an individual lot and will have a one car garage that is accessed from the private street. The townhome units located at each end of the four-unit structure will have an additional surface parking space complete with curb stop, in addition to the 18-foot-long driveway. The two middle units only have a one-car garage and 18-foot-long driveway.

All townhomes will have a small fenced private yard which fronts onto a pedestrian path, located within parcels, providing pedestrian circulation throughout the development. The proposed development also includes drainage and detention parcels that will be landscaped. Approximately 18 visitor parking spaces will be provided throughout the proposed development, with seven spaces provided adjacent to the proposed clubhouse and swimming pool. An additional 10 visitor parking spaces will be provided within Block 2 of the subdivision, east of Rivers Run Avenue. Landscaping will be provided along the entire periphery of the development. The proposed development is in an R-5, Multiple Residential and Office Zone District, which requires a minimum lot width of 50 feet for single-family homes but does not provide minimum standards for single-family attached townhomes located on individual lots; therefore the applicant is seeking a Special Area Plan to allow for unique development of attached homes on narrow lots as allowed by Section 17-4-29, of the Pueblo Municipal Code. It is staff's opinion that because the proposed subdivision is located less than a quarter mile from the 2.8-acre park in the River's Run Subdivision and the proposed subdivision will provide a private clubhouse and swimming pool, park land dedication is not critical, and a cash payment in lieu of public park dedication is appropriate.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 11, 2024 Regular Meeting, voted 5-0 to recommend approval, Commissioners Pasternak and Maestri 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 of the site.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. S-24-06 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

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

SECTION 1.

The final plat of the Townhomes at River's Run, A Special Area Plan, being a subdivision of land legally described as:

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2323042 AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01 AS RECORDED UNDER RECEPTION NUMBER 2323048, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

CONTAINING A TOTAL CALCULATED AREA OF 408,783 SQUARE FEET OR 9.384 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 and to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described herein.

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

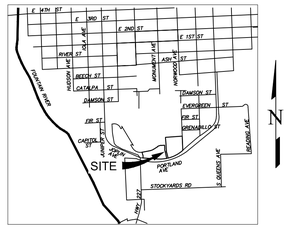
_____
President of City Council

ATTEST

_____
City Clerk

TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01 BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.



DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT LEGENDS SUBDIVISION, LLC., A UTAH LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING PROPERTY:

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2323042 AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01 AS RECORDED UNDER RECEPTION NUMBER 2323048, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

CONTAINING A TOTAL CALCULATED AREA OF 408,783 SQUARE FEET OR 9.384 ACRES

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO PARCELS AND LOTS AND BLOCKS, AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR DRAINAGE AND PUBLIC UTILITIES 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 "TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN"

ALL OF THE EASEMENTS FOR DRAINAGE, PUBLIC AND CITY UTILITY EASEMENTS, SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

WITH RESPECT TO ALL EASEMENTS FOR CITY UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S).

PARCELS A, C, D, E, F AND H ARE FOR THE USE OF COMMON AREA, OPEN SPACE, SIDEWALKS, IRRIGATION, LANDSCAPING IMPROVEMENTS, DRAINAGE, DUMPSTER ENCLOSURES, CLUBHOUSE, POOL AND MAIL KIOSKS AND WILL BE OWNED AND MAINTAINED BY RIVERS RUN FLATS HOMEOWNERS ASSOCIATION, INC.

PARCELS B AND G ARE FOR THE USE OF PRIVATE STREET ACCESS AND WILL BE OWNED AND MAINTAINED BY RIVERS RUN FLATS HOMEOWNERS ASSOCIATION, INC.

ACCESS TO THE SITE WILL BE FROM RIVER'S RUN AVENUE FOR BLOCK 1 AND FROM BRADLEY STREET FOR BLOCK 2. PRIVATE STREET ACCESS FOR THE HOMEOWNERS WILL BE PROVIDED FOR THE HOMEOWNERS BY THE COVENANTS FOR _____AS RECORDED UNDER RECEPTION NUMBER _____.

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.

DRAINAGE FACILITIES WILL BE REQUIRED AND LOCATED OFF-SITE. REQUISITE DRAINAGE FACILITIES, IF NOT EXISTING, ARE TO BE CONSTRUCTED AND MAINTAINED AT THE TIME OR PRIOR TO CONSTRUCTION OF INFRASTRUCTURE WITHIN THIS SUBDIVISION.

ALL LOTS WITHIN BLOCK 1 OF THIS SUBDIVISION ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED JUNE 14, 2023 AND RECORDED AT RECEPTION NUMBER 2323047.

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.*

DEDICATION CONTINUED

IN WITNESS WHEREOF: THE AFOREMENTIONED LEGENDS SUBDIVISION, LLC, A UTAH LIMITED LIABILITY COMPANY, BY AARON S. HAAGA, MANAGER, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 202___, A.D.

LEGENDS SUBDIVISION, LLC., A UTAH LIMITED LIABILITY COMPANY

_____

AARON S. HAAGA, MANAGER

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 202___, A.D. BY AARON S. HAAGA, MANAGER OF LEGENDS SUBDIVISION, LLC, A UTAH LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC

DECLARATION OF COVENANTS:

ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS:

THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALSO KNOWN A PUEBLO COUNTY GPS MONUMENT NO. 1405, BEING A LEAD PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND PUEBLO COUNTY GPS MONUMENT NO. 7, BEING A NO. 7 REBAR, WHICH BEARS S04°32'49"E.

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 COMMISSON 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 "TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN, " 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.

DRAFT _____
EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
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

TOWNHOMES AT RIVER'S RUN
A SPECIAL AREA PLAN

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	N/A
JOB NO.	2300-01
DATE CREATED	5-30-24
DATE ISSUED	DRAFT
SHEET NO	1 OF 4

TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

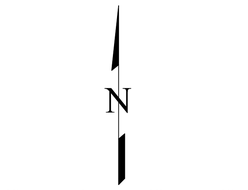
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TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

MONUMENT LEGEND:

- ●1 FOUND LEAD PLUG AND BRASS TACK IN A STONE IN RANGE BOX SET FLUSH WITH SURFACE
- ●2 FOUND PUEBLO COUNTY GPS CONTROL MONUMENT NO. # 7-NO 7 REBAR
- ●3 FOUND 2.5" ALUMINUM CAP STAMPED " CARDINAL POINTS 22101" IN RANGE BOX
- ●4 FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP-ILLEGIBLE
- ●5 FOUND 2.5" ALUMINUM CAP STAMPED "MANGINI REEVES CO LS 22101" IN RANGE BOX
- ●6 FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042".
- ●7 SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"

LEGEND:

P.U.E.	PUBLIC UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
NVA	NO VEHICLE ACCESS
GPS	GPS COORDINATE
(R)	RADIAL BEARING
SF	SQUARE FEET
AC	ACRE
ROW	RIGHT-OF-WAY
———	BOUNDARY LINE
—·—·—	EASEMENT LINE PROPOSED
— — —	EASEMENT LINE EXISTING
———	LOT LINE
— — —	ADJACENT LOT LINE
*	NOT PART OF THIS SUBDIVISION



KEY MAP



TYPICAL SIDEWALK EASEMENT
REC. NO. 1651798

"LOT 2, BLOCK 1"
RIVER'S RUN
SUBDIVISION
1ST AMENDMENT
REC. NO. 2323042

OWNER:
LEGENDS SUBDIVISION LLC

DRAINAGE AND PUBLIC UTILITY
REC. NO. 1651798



NAD 83 COLORADO STATE PLANE SOUTH		
POINT NO.	***NORTHING***	***EASTING***
101	1581032.22	3261864.97
102	1581075.83	3262500.55
103	1581252.16	3262979.38
104	1581694.00	3262958.27

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 0.999780504.

2. EDWARD-JAMES SURVEYING, INC. USED PUEBLO COUNTY G.P.S. CONTROL MONUMENT NO. 7, LOCATED SOUTH OF SANTA FE DRIVE AND EAST OF THE EASTBOUND ON RAMP FROM ROSELAWN ROAD TO SANTA FE DRIVE, TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. **REFER TO THE BASIS OF BEARINGS UNDER THE HEADING OF DEDICATION ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.**

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
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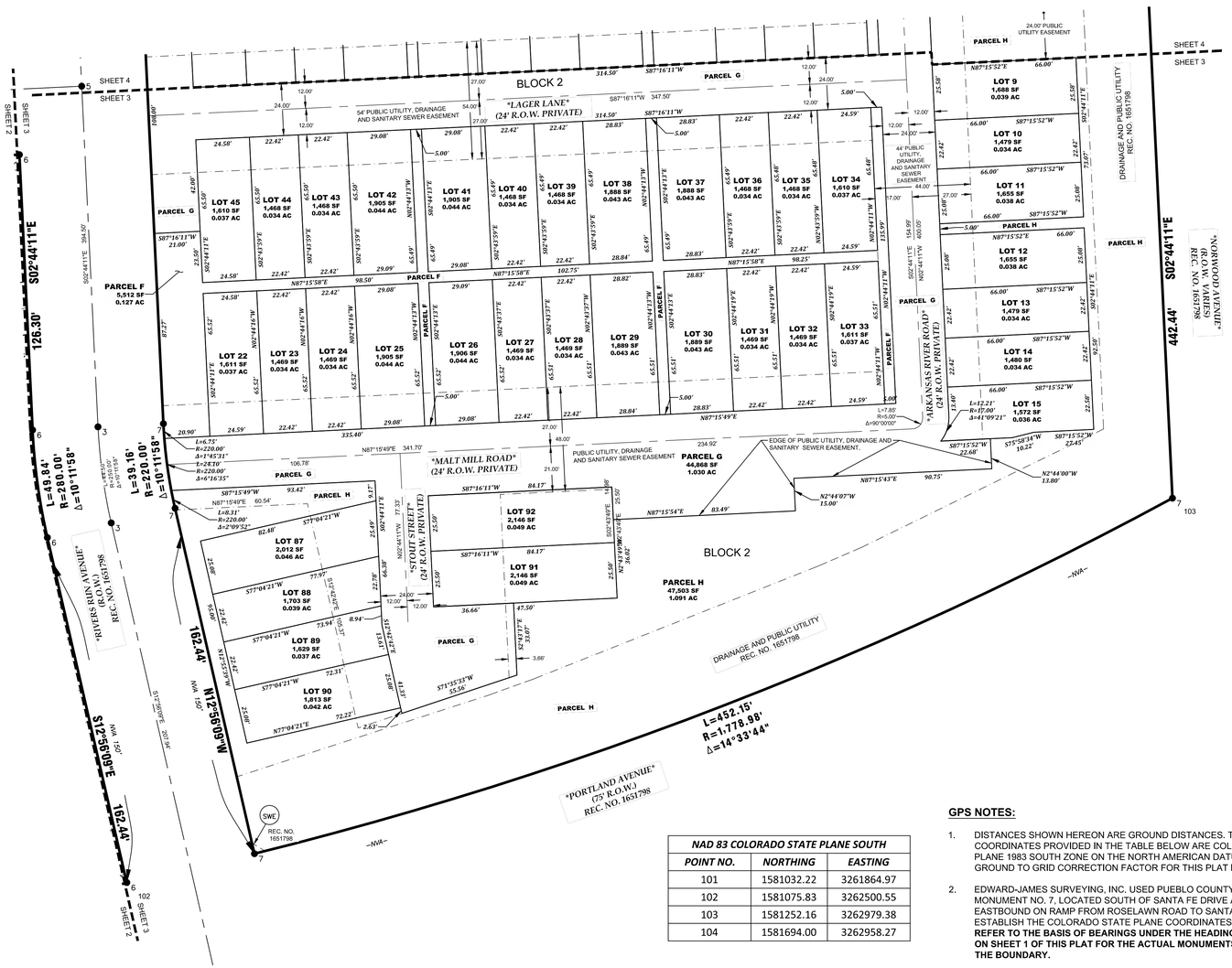
TOWNHOMES AT RIVER'S RUN
A SPECIAL AREA PLAN

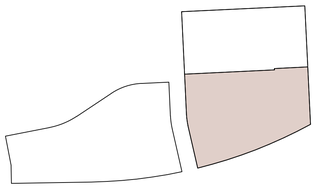
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SHEET NO	2 OF 4

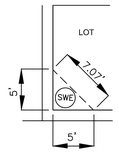
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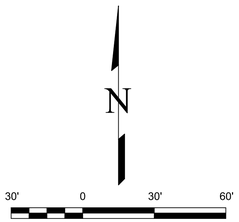




KEY MAP



TYPICAL SIDEWALK EASEMENT
REC. NO. 1651798



SCALE: 1" = 30'

MONUMENT LEGEND:

- ●1 FOUND LEAD PLUG AND BRASS TACK IN A STONE IN RANGE BOX SET FLUSH WITH SURFACE
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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 0.999780504.
2. EDWARD-JAMES SURVEYING, INC. USED PUEBLO COUNTY G.P.S. CONTROL MONUMENT NO. 7, LOCATED SOUTH OF SANTA FE DRIVE AND EAST OF THE EASTBOUND ON RAMP FROM ROSELAWN ROAD TO SANTA FE DRIVE, TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. **REFER TO THE BASIS OF BEARINGS UNDER THE HEADING OF DEDICATION ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.**

NO.	REVISIONS 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

TOWNHOMES AT RIVER'S RUN
A SPECIAL AREA PLAN

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

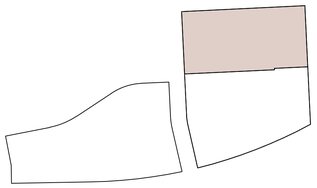
DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1"= 30'
JOB NO.	2300-01
DATE CREATED	5-30-24
DATE ISSUED	DRAFT
SHEET NO	3 OF 4

TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

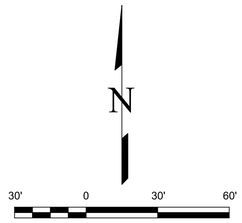
LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01
BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

MONUMENT LEGEND:

- ●1 FOUND LEAD PLUG AND BRASS TACK IN A STONE IN RANGE BOX SET FLUSH WITH SURFACE
- ●2 FOUND PUEBLO COUNTY GPS CONTROL MONUMENT NO. # 7-NO 7 REBAR
- ●3 FOUND 2.5" ALUMINUM CAP STAMPED " CARDINAL POINTS 22101" IN RANGE BOX
- ●4 FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP-ILLEGIBLE
- ●5 FOUND 2.5" ALUMINUM CAP STAMPED "MANGINI REEVES CO LS 22101" IN RANGE BOX
- ●6 FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042".
- ●7 SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"



KEY MAP

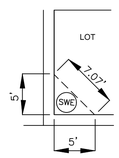


SCALE: 1" = 30'

LEGEND:

P.U.E.	PUBLIC UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
NVA	NO VEHICLE ACCESS
GPS	GPS COORDINATE
(R)	RADIAL BEARING
SF	SQUARE FEET
AC	ACRE
ROW	RIGHT-OF-WAY

- BOUNDARY LINE
- EASEMENT LINE PROPOSED
- EASEMENT LINE EXISTING
- LOT LINE
- ADJACENT LOT LINE
- * NOT PART OF THIS SUBDIVISION

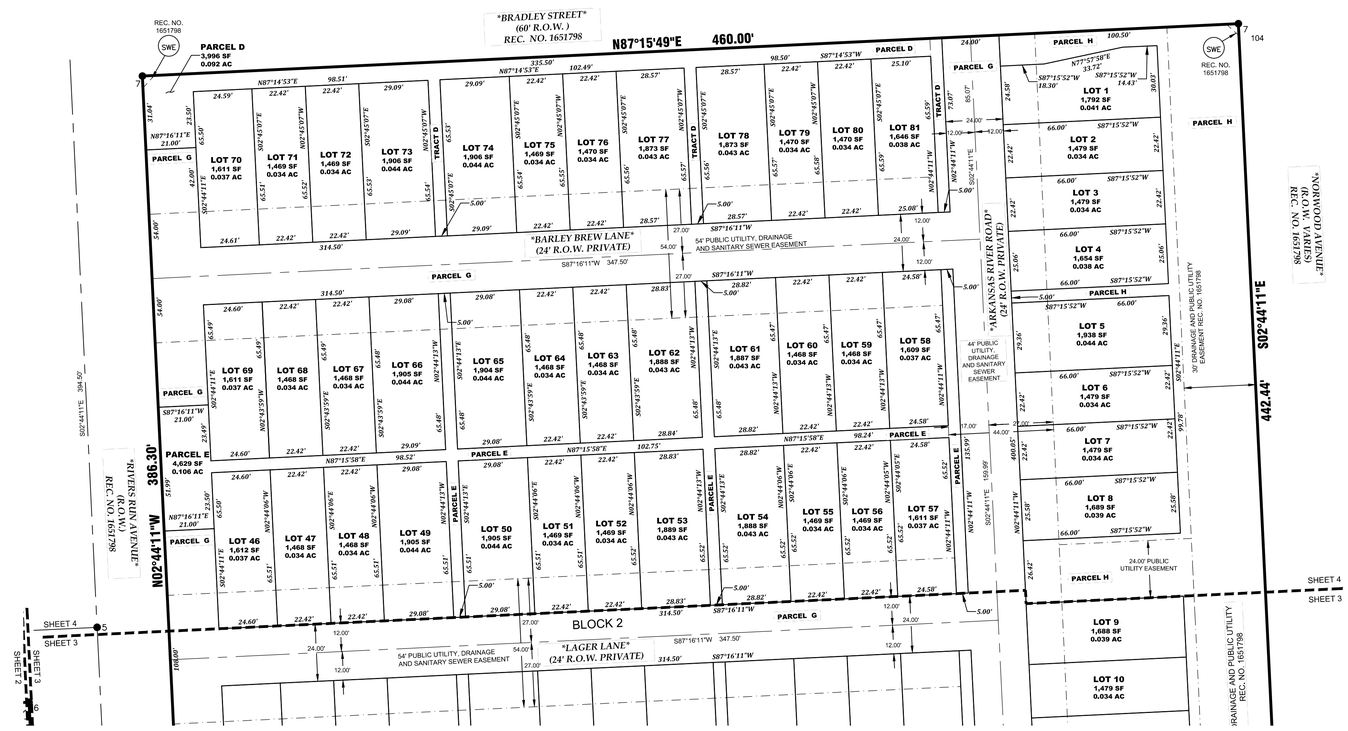


TYPICAL SIDEWALK EASEMENT
REC. NO. 1651798

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 0.999780504.
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NAD 83 COLORADO STATE PLANE SOUTH		
POINT NO.	***NORTHING***	***EASTING***
101	1581032.22	3261864.97
102	1581075.83	3262500.55
103	1581252.16	3262979.38
104	1581694.00	3262958.27



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
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Office: (719) 545-6240
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TOWNHOMES AT RIVER'S RUN
A SPECIAL AREA PLAN

A PORTION OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

DRAWN BY	JWT
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H-SCALE	1"= 30'
JOB NO.	2300-01
DATE CREATED	5-30-24
DATE ISSUED	DRAFT
SHEET NO	4 OF 4

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

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday December 11, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:33 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent: Chris Pasternak and Regina Maestri

Staff Members Present*:* David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move V-23-09 and Z-24-06 to the January 8th, 2025, meeting and approve the agenda as amended, seconded by Spinuzzi

Motion Passed: 5-0

Public Hearings

4. S-24-06

Subdivision: Townhomes at River's Run, A Special Area Plan, subdivision of 9.384 acres, generally located north of S. Portland Ave. and west of S. Norwood Ave., into townhome lots and parcels. Staff Report by Beritt Odom, Principal Planner.

Hearing: Applicant Aaron Haaga was sworn in and spoke in support of the application. Chuck Roy, Deputy Director / Interim Traffic Engineer, Public Works provided information and answered questions. No one appeared in opposition.

Commission Action: Bailey moved to recommend the subdivision application to City Council with staff conditions, seconded by Avalos.

Motion Passed: 5-0

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Director Planning and Community Development

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-24-06 Townhomes at River's Run Subdivision, a Special Area Plan
SAP-24-02 Townhomes at River's Run, a Special Area Plan

DATE: September 3, 2025

Please place the above referenced submittal on the City Council Agenda.

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

S-24-06

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	December 11, 2024
SUBJECT:	Townhomes at River's Run, A Special Area Plan
APPLICANT:	Edward Fisher, Edward-James, Surveying
PROPERTY OWNER:	Aaron Haaga, Legends Subdivision, LLC
LOCATION:	Generally located north of Portland Ave. and west of S. Norwood Ave.
EXISTING ZONE:	R-5, Multiple Residential and Office District
CONCURRENT REQUESTS:	SAP-24-02: Townhomes at River's Run, A Special Area Plan

REQUEST:
The applicant is requesting to subdivide 9.384-acres into 133 townhome lots, private streets, parcels for pedestrian circulation, drainage, parking, landscaping, dumpster enclosures, clubhouse, swimming pool and mail kiosks.

STAFF REVIEW AND FINDINGS:
The subject property is a re-subdivision of Lot 1, Block 1, River's Run Subdivision, 1st Amendment, which is located north of Portland Ave. and west of S. Norwood Ave. The proposed subdivision divides the property into 133 townhome lots, multiple parcels for common area, sidewalks, landscaping, refuse, mail kiosks, clubhouse, swimming pool, and private streets that will be owned, developed and maintained by the Rivers Run Flats Homeowners Association, Inc. A Special Area Plan is proposed for this subdivision to allow for the unique development of private streets and attached townhomes on individual lots, which do not meet the minimum standards for single-family residences in a R-5 Zone District. Each townhome will be located on an individual lot and will have a one car garage that is accessed from the private street. The townhome units located at each end of the four-unit structure will have an additional surface parking space complete with curb stop, in addition to the 18-foot-long driveway. The two middle units only have a one-car garage and 18-foot-long driveway. All townhomes will have a small fenced private yard which fronts onto a pedestrian path, located within parcels, providing pedestrian circulation throughout the development. The proposed development also includes drainage and detention parcels that will be landscaped,

Approximately 18 visitor parking spaces will be provided throughout the proposed development, with seven spaces provided adjacent to the proposed clubhouse and swimming pool. An additional 10 visitor parking spaces will be provided within Block 2 of the subdivision, east of Rivers Run Avenue. Landscaping will be provided along the entire periphery of the development. Residents will have the ability to utilize the dedicated publi park that is located within the northeastern portion of the Rivers Run Subdivision, which is located less than a quarter of a mile from the proposed development.

The proposed development is located in a R-5, Multiple Residential and Office Zone District, which requires a minimum lot width of 50 feet for single-family homes but does not provide minimum standards for single-family attached townhomes located on individual lots. Section 17-4-29, of the Pueblo Municipal Code states, in any zone district after or in conjunction with approval of a subdivision plan, A Special Area Plan may be submitted to the Planning and Zoning Commission for unique planning and development, which may allow for exceptions to minimum setbacks and lot width and depth requirements for each building, with consideration for the protection of public health, safety, and general welfare. Therefore, the applicant is requesting approval of the proposed Special Area Plan in conjunction with the approval of the Townhomes at River's Run, A Special Area Plan Subdivision. A detailed discussion of the SAP provisions is included in the SAP-24-02, Townhomes at River's Run a Special Area Plan staff report.

The approved 2004 River's Run Master Development Plan identified a public park located in the northeast corner of the overall River's Run Development, which was dedicated with the first filing subdivision in 2005. The original subdivision and Overall Development Plan designated the subject project area for commercial/industrial uses, which do not require park dedication at the time of subdivision. In 2022 the Planning and Zoning Commission approved a deviation from the Overall Development Plan and approved a rezoning of the subject property from B-P and B-2 to R5 to facilitate high density residential development. Section 12-4-7, (e), (1), of the Pueblo Municipal Code, requires the residential subdivider to dedicate eight percent of the land area, exclusive of street widths, for parks. Section 12-4-7, (e), (2), allows the subdivider to provide a cash payment in lieu of land dedication if the Planning and Zoning Commission and City Council find that the location, arrangement or size of the proposed subdivision is not appropriate for the dedication of eight percent of land area for public park. It is staff's opinion that because the proposed subdivision is located less than a quarter mile from the 2.8 acre park in the River's Run Subdivision and the proposed subdivision will provide a private clubhouse and swimming pool, park land dedication is not critical and a cash payment in lieu of public park dedication is appropriate.

APPLICABLE REGULATIONS:
Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:
The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Not Applicable, Part II has been submitted
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case	1. The subdivider will work with Parks Director, Steven Meier, to determine the amount of park dedication cash in lieu payment, which shall be equal to eight percent of the fair market value of the

being scheduled for City Council hearing.)	land in such subdivision, exclusive of street widths, valued as subdivided land in the intended zone district.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved.

- **Neighborhood Compatibility:**

North	R-2, single-family homes and unimproved single-family residential lots.
East	I-3, Heavy Industrial: historic business records indicate the site has been home to an auto body, auto detail and contractor uses.
South	Pueblo County I-3, unimproved
West	R-5, unimproved

- **Comprehensive Plan Compliance:**
  The project site is designated by the 2022 Pueblo Regional Comprehensive Plan as "Employment." The primary land uses include offices, light manufacturing, research and development, wholesaling, flex space, and service centers. The proposed townhome development does not comply with the current future land use designation as Employment; however, the subject property was rezoned for high density residential in March of 2022, prior to the June adoption of the 2022 Comprehensive Plan.

  At the time of rezoning to R-5, the subject property's future land use designation was Special Development Area, which required a Master Plan prior to development. The River's Run Master Development Plan was approved by the Planning and Zoning Commission in 2004. The Planning and Zoning Commission and City Council approved the 2022 R-5 zoning for high density residential even though it deviated from the River's Run Master Development Plan designation for commercial/light industrial uses in the subject area. Because of the prior entitlements, staff does not have any objections with the proposed re subdivision and Special Area Plan, which will facilitate the proposed high density townhome development.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum lot size and width:**
  - The zoning code does not contain minimum lot area and width regulations for single-family attached development in the R-5 Zone District. The code does require that all multifamily structures, in a R-5 Zone District, have a minimum lot area of 1,500 sq. ft. per dwelling unit but does not specify lot width. Multifamily structures are defined by the Municipal Code as structures containing three or more dwelling units. Since the majority of the proposed townhome structures are comprised of four dwelling unit structures located on separate lots, applying the multifamily lot area code requirements appears to be the most appropriate approach for review since the zoning regulations are ambiguous for this type of development.

- Special Area Plans are intended to provide a mechanism for "unique development" allowing deviations from minimum lot sizes, setbacks, lot width and depth, so long as the overall density is not greater than if each individual parcel were built upon with a lot size conforming to the requirements of the zone district. The proposed Townhomes at River's Run Subdivision, A Special Area Plan, proposes lot widths between 22 and 28 feet wide with a depth between 65 and 67 feet for the attached townhome development. The 133-unit townhome development requires 199,500 sq. ft. of total lot area for the use of the residents, according to the R-5 multifamily regulations. The entire subdivision, which includes private lots, private streets, parcels for outdoor recreation and landscaping improvements is approximately 408,783 sq. ft., which exceeds the minimum 199,500 sq. ft. land area requirement. The total gross density is approximately 14.17 units per acre, and the development provides approximately 3,073 sq. ft. of land area per dwelling unit which is within the prescribed R-5 maximum density for multifamily developments.

REFERRAL AGENCIES AND COMMENTS:

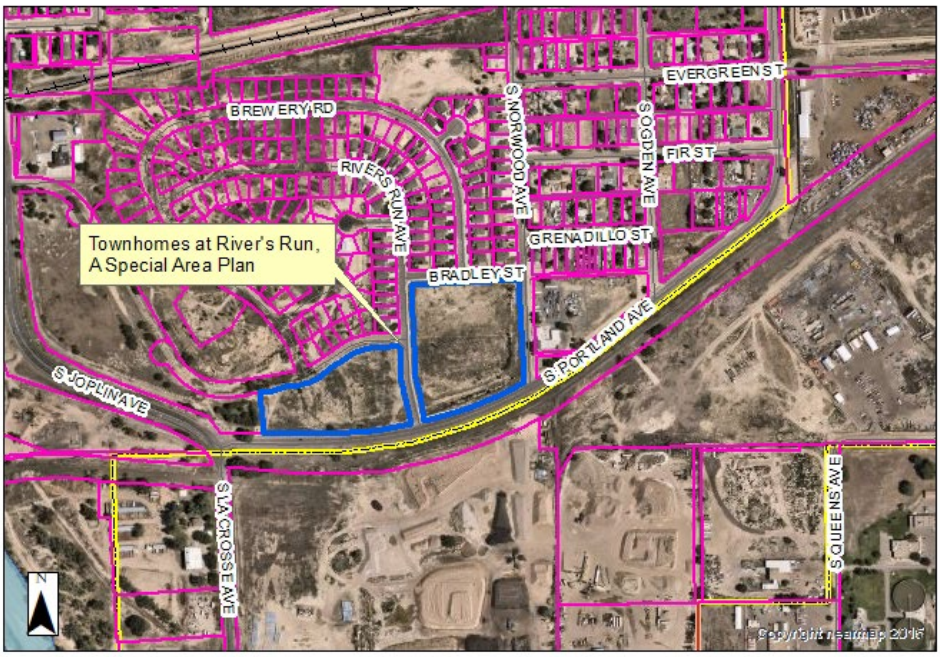
- City Public Works-Comments addressed
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- Pueblo Board of Water Works-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-Cash in lieu of park dedication, email from Steven Meier, Parks Director, December 4, 2024
- City GIS-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

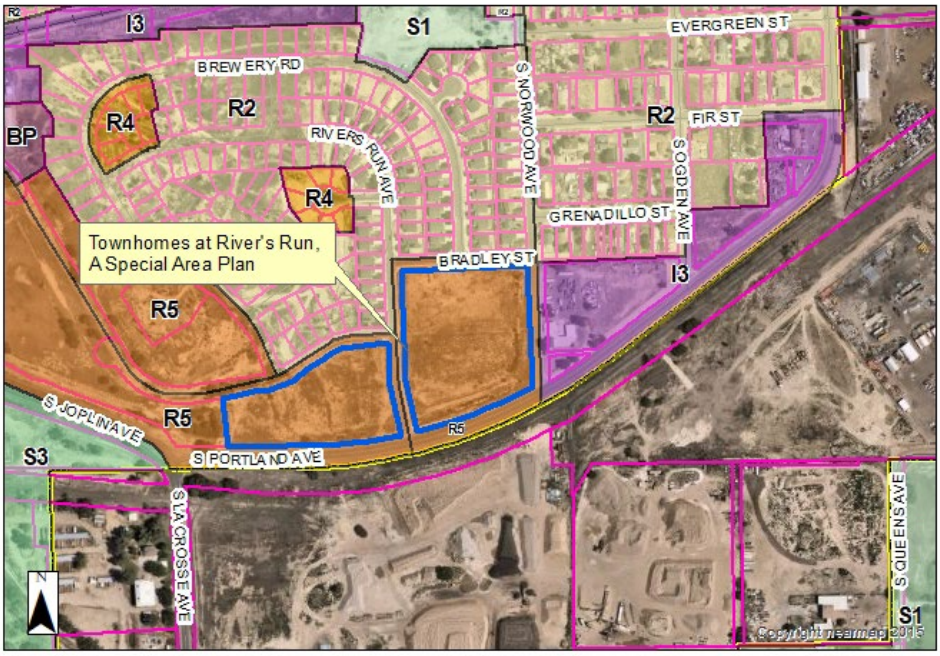
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. SRC Memo December 5, 2024
F. Subdivision Application
G. Subdivision Plat
H. Steven Meier email, December 4, 2024

I.

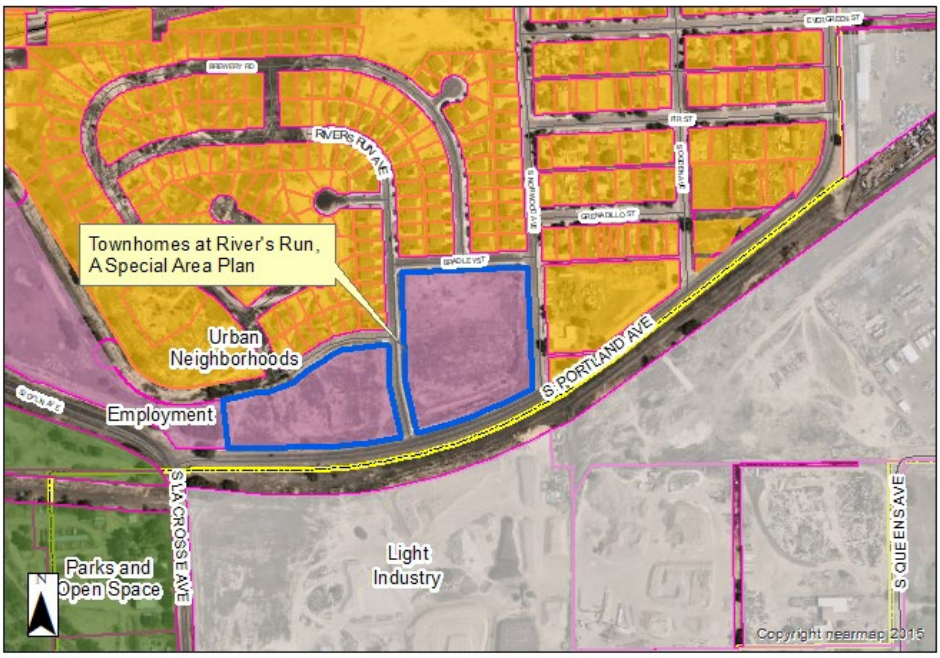
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



Townhomes At River's Run, A Special Area Plan site looking northeast from S. Portland Ave. and S. Norwood Ave.



Townhomes at River's Run, A Special Area Plan site looking northwest from S. Portland Ave. and Rivers Run Ave.

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: December 5, 2024

Subject: S-24-06 Townhomes at River's Run, A Special Area Plan Subdivision

SAP-24-02 Townhomes at River's Run, A Special Area Plan Subdivision

---

S-24-06

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the Townhomes at River's Run Special Area Plan be APPROVED with the following noted:

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Not Applicable, Part II has been submitted
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. The subdivider will work with Parks Director, Steven Meier, to determine the amount of park dedication cash in lieu payment, which shall be equal to eight percent of the fair market value of the land in such subdivision, exclusive of street widths, valued as subdivided land in the intended zone district.

SAP-24-02

If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council that the requested Special Area Plan be approved, is appropriate with the following recommended staff conditions. The proposed staff conditions must be addressed prior to City Council review and approval:

1. Remove the graphics indicating a second surface parking space closest to Parcel F on the following lots: 73, 77, 66, 62, 49, 53, 42, 38, 25, and 8. These parking spaces overlap the private lot and pedestrian circulation parcel. These spaces are not wide enough to accommodate a vehicle and cannot be considered parking spaces.
2. Amend the title on the Special Area Plan to match the Subdivision

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: Aaron Haaga		Name: (SAME)	
Company Legends Subdivision, LLC		Company:	
Address: 5383 S 900 E Ste 205B Murray, UT	Zip: 84117	Address:	Zip:
Phone: (801)278-1111		Phone: ( )	
Email: aaron@stonebrook.com		Email:	
Engineer		**Surveyor**	
Name: Darlene Horn		Name: Edward Fisher	
Company: DKHorn Engineering & Design, Inc.		Company: Edward-James Surveying, Inc.	
Address: 2441 S Prairie Ave Pueblo, CO	Zip: 81005	Address: 4732 Eagleridge Circle Pueblo, CO	Zip: 81008
Phone: (719)696-8274		Phone: (719)545-6240	
Email: darlene@dkheng.com		Email: edwardf@ejsurveying.com	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: Two parcels north of Portland Ave betweet Joplin Ave and Norwood Ave
(address or general description)

Parcel No(s): 432319005 and 432320005 (aka 432320001, 432320002, 432320003, 432320004)

Existing Zone: R5 | Proposed Zone (if applicable): n/a

PUD Name (if applicable): n/a

Project Scope

Project Name: Townhomes at River's Run - A Special Area Plan

- ☐ Rearrangement of Property Boundaries:
  # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☒ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☒ Subdivision: # of lots: 133 Total acres: 9.384
- ☐ 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:

(See Attached)

What is the total acreage included in the project? 9.384

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.**

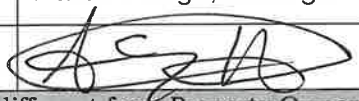
Terms

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:	Aaron Haaga, Manager Legends Subdivision, LLC	
Signature:		Date: 6/10/2024

Applicant, if different from Property Owner

Print Name:	(SAME)	
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)		
Application checked for completeness by:	Date:	Fee Paid:

5/2020

Detailed Explanation of Request for Townhome Community:

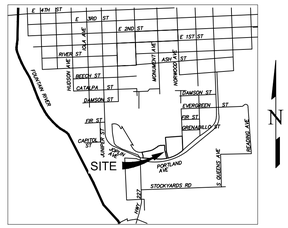
This request is for the two Parcels just North of the intersection of Portland Avenue and Rivers Run Avenue, on the East and West sides of Rivers Run Ave., South of Bradley St. and Walters Way (Previously Fir St.) and West of Norwood Ave. to become a gated townhome community by the name of Townhomes at Rivers Run. A special area plan is requested for the Parcels at Lot 1, Block 1 of Rivers Run 1st Amendment (3.873 +/- acres) and Parcel "A", Rivers Run Subdivision, Rearrangement of Property Boundaries RPB-22-01 (5.511 +/- acres) to allow for this Townhome Community (a total of 9.384 +/- acres).

The average Townhome Building is 90 FT wide by 40 FT deep and has 4 Units. These Units also have a 7.5 FT deep fenced yard attached that runs the width of the Unit. On the property there will also be (1) Triplex and (3) Duplex buildings to accommodate the lay of the property and easements. Each Unit will have its own lot and be able to be sold and to be owned independently. These Townhomes will be Ranch Style with a 1-Car Garage and a Basement. There are 81 Units on the East Parcel and 52 Units on the West Parcel, for a total of 133 Units in the Community.

There will be Common Green Space, a Pool (1,800 SF +/-), and Club House (2,400 SF +/-) to be managed by the HOA. Total Green Space is 2.178 +/- acres, which includes 0.346 +/- acres of Greenery along the Walkway Paths that are owned by the Homeowners but maintained by the HOA. The Pool and Club House will be located on the West Parcel and will be available to all the Townhome Community as part of their HOA and will be available to the rest of the Rivers Run Subdivision with a membership fee.

TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01 BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.



DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT LEGENDS SUBDIVISION, LLC., A UTAH LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING PROPERTY:

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2323042 AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01 AS RECORDED UNDER RECEPTION NUMBER 2323048, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

CONTAINING A TOTAL CALCULATED AREA OF 408,783 SQUARE FEET OR 9.384 ACRES

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO PARCELS AND LOTS AND BLOCKS, AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR DRAINAGE AND PUBLIC UTILITIES 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 "TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN"

ALL OF THE EASEMENTS FOR DRAINAGE, PUBLIC AND CITY UTILITY EASEMENTS, SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

WITH RESPECT TO ALL EASEMENTS FOR CITY UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S).

PARCELS A, C, D, E, F AND H ARE FOR THE USE OF COMMON AREA, OPEN SPACE, SIDEWALKS, IRRIGATION, LANDSCAPING IMPROVEMENTS, DRAINAGE, DUMPSTER ENCLOSURES, CLUBHOUSE, POOL AND MAIL KIOSKS AND WILL BE OWNED AND MAINTAINED BY RIVERS RUN FLATS HOMEOWNERS ASSOCIATION, INC.

PARCELS B AND G ARE FOR THE USE OF PRIVATE STREET ACCESS AND WILL BE OWNED AND MAINTAINED BY RIVERS RUN FLATS HOMEOWNERS ASSOCIATION, INC.

ACCESS TO THE SITE WILL BE FROM RIVER'S RUN AVENUE FOR BLOCK 1 AND FROM BRADLEY STREET FOR BLOCK 2. PRIVATE STREET ACCESS FOR THE HOMEOWNERS WILL BE PROVIDED FOR THE HOMEOWNERS BY THE COVENANTS FOR _____AS RECORDED UNDER RECEPTION NUMBER _____.

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.

DRAINAGE FACILITIES WILL BE REQUIRED AND LOCATED OFF-SITE. REQUISITE DRAINAGE FACILITIES, IF NOT EXISTING, ARE TO BE CONSTRUCTED AND MAINTAINED AT THE TIME OR PRIOR TO CONSTRUCTION OF INFRASTRUCTURE WITHIN THIS SUBDIVISION.

ALL LOTS WITHIN BLOCK 1 OF THIS SUBDIVISION ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED JUNE 14, 2023 AND RECORDED AT RECEPTION NUMBER 2323047.

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.*

DEDICATION CONTINUED

IN WITNESS WHEREOF: THE AFOREMENTIONED LEGENDS SUBDIVISION, LLC, A UTAH LIMITED LIABILITY COMPANY, BY AARON S. HAAGA, MANAGER, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 202___, A.D.

LEGENDS SUBDIVISION, LLC., A UTAH LIMITED LIABILITY COMPANY

_____
AARON S. HAAGA, MANAGER

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 202___, A.D. BY AARON S. HAAGA, MANAGER OF LEGENDS SUBDIVISION, LLC, A UTAH LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC

DECLARATION OF COVENANTS:

ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS:

THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALSO KNOWN A PUEBLO COUNTY GPS MONUMENT NO. 1405, BEING A LEAD PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND PUEBLO COUNTY GPS MONUMENT NO. 7, BEING A NO. 7 REBAR, WHICH BEARS S04°32'49"E.

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 COMMISSON 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 "TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN, " 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.

DRAFT _____
EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

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

TOWNHOMES AT RIVER'S RUN
A SPECIAL AREA PLAN

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	N/A
JOB NO.	2300-01
DATE CREATED	5-30-24
DATE ISSUED	DRAFT
SHEET NO	1 OF 4

TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

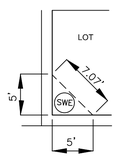
LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01
BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

MONUMENT LEGEND:

- ●1 FOUND LEAD PLUG AND BRASS TACK IN A STONE IN RANGE BOX SET FLUSH WITH SURFACE
- ●2 FOUND PUEBLO COUNTY GPS CONTROL MONUMENT NO. # 7-NO 7 REBAR
- ●3 FOUND 2.5" ALUMINUM CAP STAMPED " CARDINAL POINTS 22101" IN RANGE BOX
- ●4 FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP-ILLEGIBLE
- ●5 FOUND 2.5" ALUMINUM CAP STAMPED "MANGINI REEVES CO LS 22101" IN RANGE BOX
- ●6 FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042".
- ●7 SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"

LEGEND:

P.U.E.	PUBLIC UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
NVA	NO VEHICLE ACCESS
GPS	GPS COORDINATE
(R)	RADIAL BEARING
SF	SQUARE FEET
AC	ACRE
ROW	RIGHT-OF-WAY
———	BOUNDARY LINE
—·—·—	EASEMENT LINE PROPOSED
— — —	EASEMENT LINE EXISTING
———	LOT LINE
— — —	ADJACENT LOT LINE
*	NOT PART OF THIS SUBDIVISION

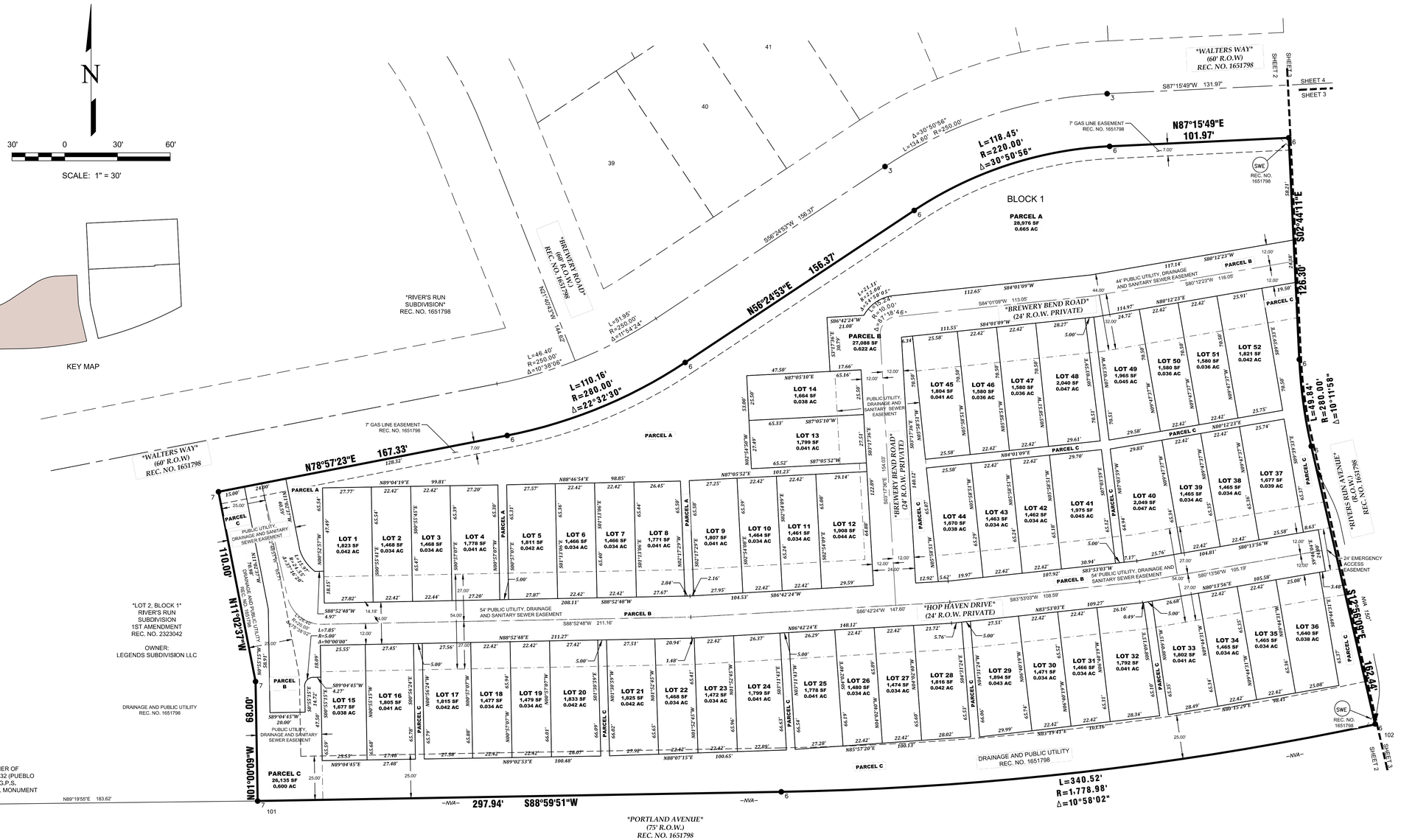


TYPICAL SIDEWALK EASEMENT
REC. NO. 1651798

"LOT 2, BLOCK 1"
RIVER'S RUN
SUBDIVISION
1ST AMENDMENT
REC. NO. 2323042

OWNER:
LEGENDS SUBDIVISION LLC

DRAINAGE AND PUBLIC UTILITY
REC. NO. 1651798



NAD 83 COLORADO STATE PLANE SOUTH		
POINT NO.	***NORTHING***	***EASTING***
101	1581032.22	3261864.97
102	1581075.83	3262500.55
103	1581252.16	3262979.38
104	1581694.00	3262958.27

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 0.999780504.

2. EDWARD-JAMES SURVEYING, INC. USED PUEBLO COUNTY G.P.S. CONTROL MONUMENT NO. 7, LOCATED SOUTH OF SANTA FE DRIVE AND EAST OF THE EASTBOUND ON RAMP FROM ROSELAWN ROAD TO SANTA FE DRIVE, TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. **REFER TO THE BASIS OF BEARINGS UNDER THE HEADING OF DEDICATION ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.**

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
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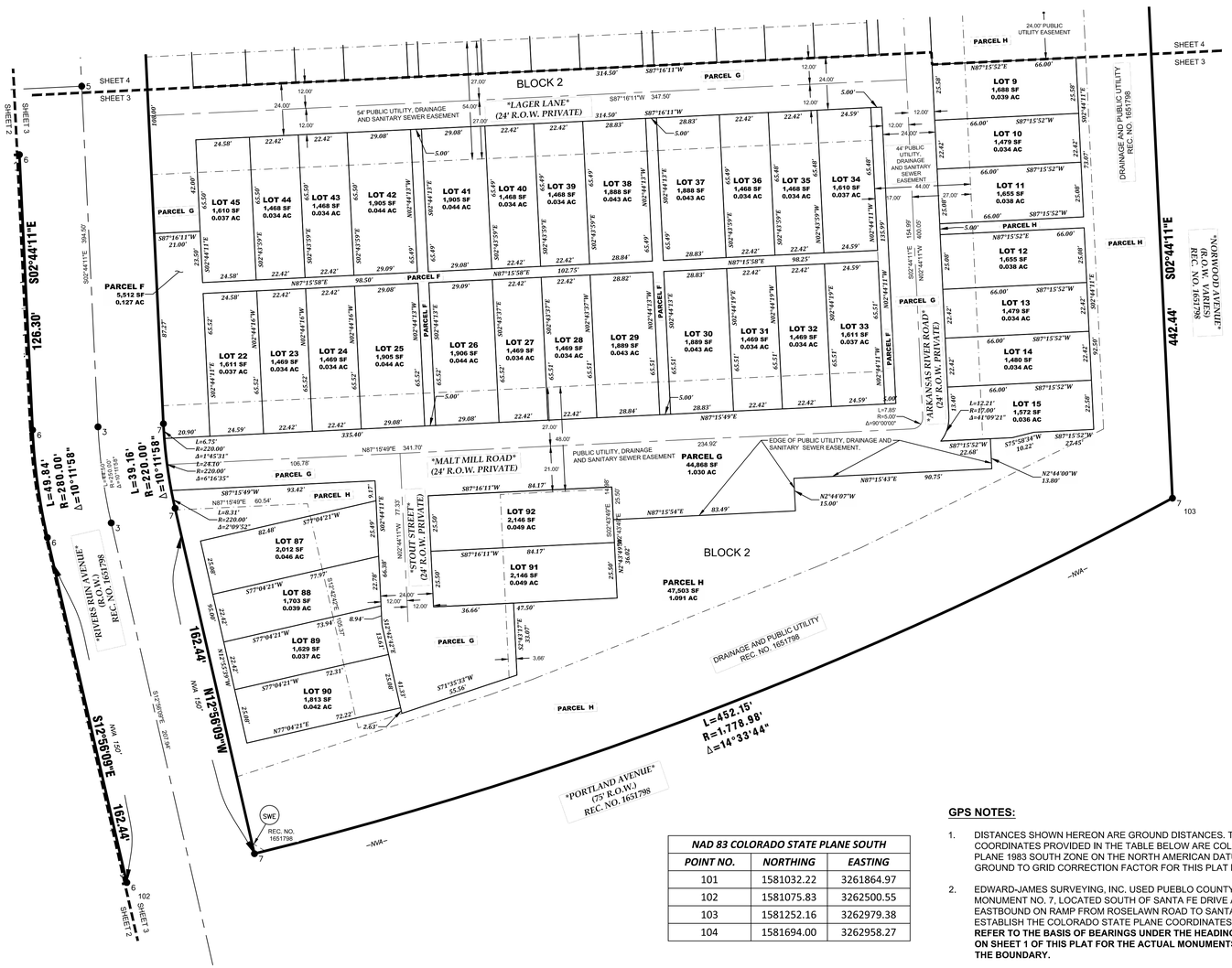
TOWNHOMES AT RIVER'S RUN
A SPECIAL AREA PLAN

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CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1"= 30'
JOB NO.	2300-01
DATE CREATED	5-30-24
DATE ISSUED	DRAFT
SHEET NO	2 OF 4

TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01
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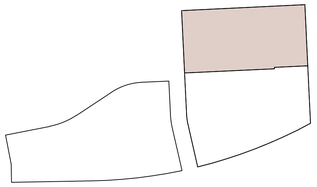

BLOCK 2
"LAGER LANE" (24' R.O.W. PRIVATE)
"MALT MILL ROAD" (24' R.O.W. PRIVATE)
"STOUT STREET" (24' R.O.W. PRIVATE)
"ARKANSAS RIVER ROAD" (24' R.O.W. PRIVATE)
"PORTLAND AVENUE" (75' R.O.W.) REC. NO. 1651798
"RIVERS RUN AVENUE" (R.O.W.) REC. NO. 1651798
"NORWOOD AVENUE" (R.O.W.) VARIES
54' PUBLIC UTILITY, DRAINAGE AND SANITARY SEWER EASEMENT
24.00' PUBLIC UTILITY EASEMENT
44' PUBLIC UTILITY, DRAINAGE AND SANITARY SEWER EASEMENT
PUBLIC UTILITY, DRAINAGE AND SANITARY SEWER EASEMENT
EDGE OF PUBLIC UTILITY, DRAINAGE AND SANITARY SEWER EASEMENT.
DRAINAGE AND PUBLIC UTILITY REC. NO. 1651798
PARCEL F 5,512 SF 0.127 AC
PARCEL G 44,868 SF 1.030 AC
PARCEL H 47,503 SF 1.091 AC
LOT 1 1,607 SF 0.037 AC
LOT 2 1,468 SF 0.034 AC
LOT 3 1,468 SF 0.034 AC
LOT 4 1,905 SF 0.044 AC
LOT 5 1,905 SF 0.044 AC
LOT 6 1,906 SF 0.044 AC
LOT 7 1,469 SF 0.034 AC
LOT 8 1,469 SF 0.034 AC
LOT 9 1,888 SF 0.039 AC
LOT 10 1,479 SF 0.034 AC
LOT 11 1,655 SF 0.038 AC
LOT 12 1,655 SF 0.038 AC
LOT 13 1,479 SF 0.034 AC
LOT 14 1,480 SF 0.034 AC
LOT 15 1,572 SF 0.036 AC
LOT 22 1,611 SF 0.037 AC
LOT 23 1,469 SF 0.034 AC
LOT 24 1,469 SF 0.034 AC
LOT 25 1,905 SF 0.044 AC
LOT 26 1,906 SF 0.044 AC
LOT 27 1,469 SF 0.034 AC
LOT 28 1,469 SF 0.034 AC
LOT 29 1,889 SF 0.043 AC
LOT 30 1,889 SF 0.043 AC
LOT 31 1,469 SF 0.034 AC
LOT 32 1,469 SF 0.034 AC
LOT 33 1,611 SF 0.037 AC
LOT 34 1,610 SF 0.037 AC
LOT 35 1,468 SF 0.034 AC
LOT 36 1,468 SF 0.034 AC
LOT 37 1,888 SF 0.043 AC
LOT 38 1,888 SF 0.043 AC
LOT 39 1,468 SF 0.034 AC
LOT 40 1,468 SF 0.034 AC
LOT 41 1,905 SF 0.044 AC
LOT 42 1,905 SF 0.044 AC
LOT 43 1,468 SF 0.034 AC
LOT 44 1,468 SF 0.034 AC
LOT 45 1,610 SF 0.037 AC
LOT 87 2,012 SF 0.046 AC
LOT 88 1,703 SF 0.039 AC
LOT 89 1,629 SF 0.037 AC
LOT 90 1,813 SF 0.042 AC
LOT 91 2,146 SF 0.049 AC
LOT 92 2,146 SF 0.049 AC
S02°44'11"E 442.44'
S02°44'11"E 126.30'
L=49.84' R=280.00' Δ=10°11'58"
L=39.16' R=220.00' Δ=10°11'58"
L=452.15' R=1,778.98' Δ=14°33'44"
N12°56'09"W 162.44'
S12°56'09"E 162.44'
L=6.75' R=220.00' Δ=1°45'31" T=28.70' R=220.00' Δ=6°16'35"
L=8.31' R=220.00' Δ=2°09'52"
L=12.21' R=47.00' Δ=14°09'21"
L=7.85' R=5.00' Δ=90°00'00"
SHEET 4
SHEET 3
SHEET 2
SHEET 1
N87°16'11"W 314.50'
S87°16'11"W 347.50'
N87°15'49"E 341.70'
N87°15'58"E 98.50'
N87°15'52"E 66.00'
S87°15'52"W 66.00'
N87°15'54"E 83.49'
N87°15'43"E 90.75'
S87°15'52"W 22.68'
S75°58'34"W 10.25'
S87°15'52"W 22.45'
N2°44'07"W 15.00'
N2°44'00"W 13.80'
S77°04'21"W 82.48'
S77°04'21"W 77.97'
S77°04'21"W 73.94'
S77°04'21"W 72.31'
S71°35'33"W 55.56'
N77°04'21"E 72.22'
L 2.63'
3.66'
47.50'
36.66'
24.00'
12.00'
21.00'
27.00'
48.00'
234.92'
106.78'
93.42'
60.54'
N87°15'49"E
S87°15'49"W
N87°16'11"W 84.17'
S87°16'11"W 84.17'
N87°15'58"E 102.75'
N87°15'58"E 98.25'
S87°15'58"E 98.50'
N87°15'58"E 98.50'
N87°15'54"E 154.99'
S02°44'11"E 400.05'
N02°44'11"W 394.50'
N02°44'11"W 394.50'
S02°44'11"E 394.50'
N02°44'11"W 77.32'
S02°44'11"E 77.32'
S02°44'11"E 73.07'
S02°44'11"E 25.58'
S02°44'11"E 25.58'
S02°44'11"E 25.58

TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

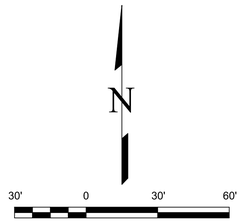
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MONUMENT LEGEND:

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KEY MAP

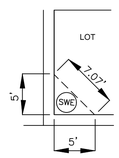


SCALE: 1" = 30'

LEGEND:

P.U.E.	PUBLIC UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
NVA	NO VEHICLE ACCESS
GPS	GPS COORDINATE
(R)	RADIAL BEARING
SF	SQUARE FEET
AC	ACRE
ROW	RIGHT-OF-WAY

- BOUNDARY LINE
- EASEMENT LINE PROPOSED
- EASEMENT LINE EXISTING
- LOT LINE
- ADJACENT LOT LINE
- * NOT PART OF THIS SUBDIVISION

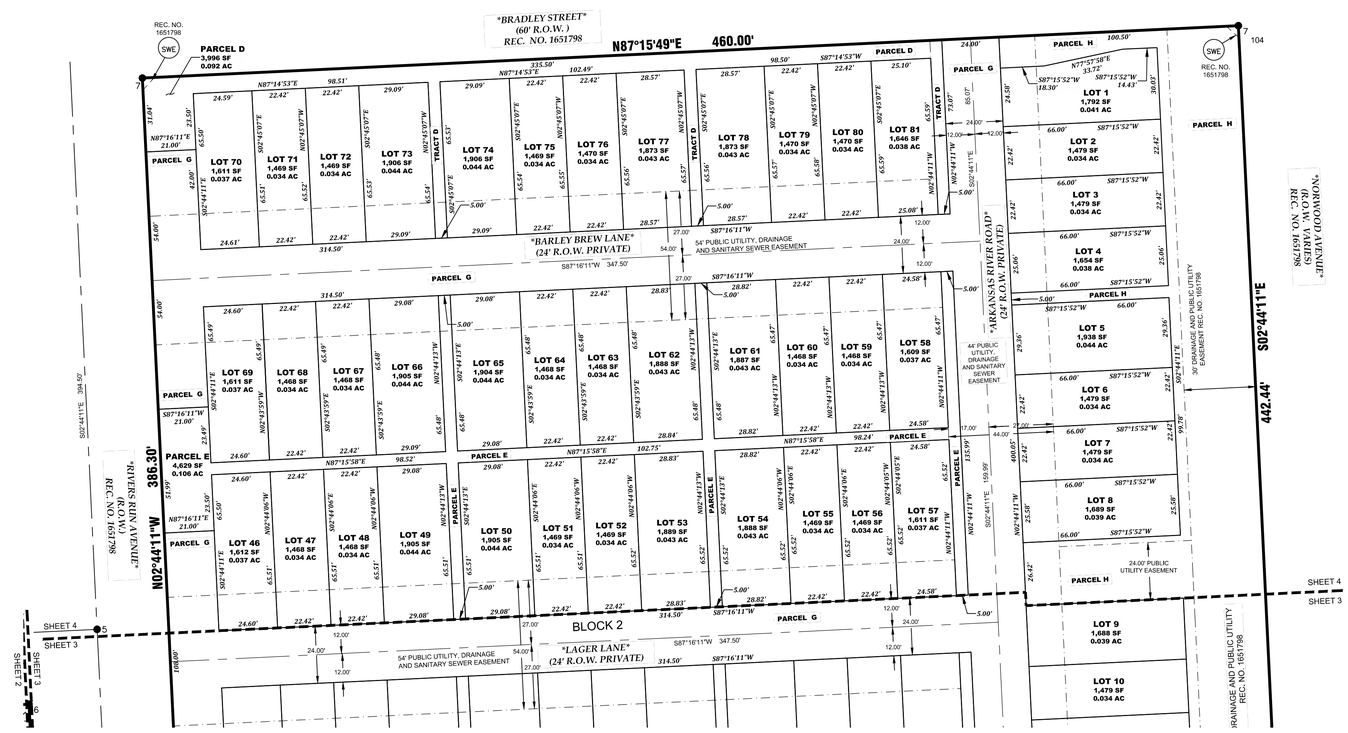


TYPICAL SIDEWALK EASEMENT
REC. NO. 1651798

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 0.999780504.
2. EDWARD-JAMES SURVEYING, INC. USED PUEBLO COUNTY G.P.S. CONTROL MONUMENT NO. 7, LOCATED SOUTH OF SANTA FE DRIVE AND EAST OF THE EASTBOUND ON RAMP FROM ROSELAWN ROAD TO SANTA FE DRIVE. TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. **REFER TO THE BASIS OF BEARINGS UNDER THE HEADING OF DEDICATION 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	1581032.22	3261864.97
102	1581075.83	3262500.55
103	1581252.16	3262979.38
104	1581694.00	3262958.27



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

TOWNHOMES AT RIVER'S RUN
A SPECIAL AREA PLAN

A PORTION OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1"= 30'
JOB NO.	2300-01
DATE CREATED	5-30-24
DATE ISSUED	DRAFT
SHEET NO	4 OF 4

From: Steven Meier
To: Beritt Odom
Subject: RE: S-24-02 and SAP-24-02 Town Homes at Rivers Run Special Area Plan 3rd Submittal Review
Date: Wednesday, December 4, 2024 11:50:43 AM
Attachments: image005.png

Yes, that will be sufficient since they are building and maintaining the parks in this subdivision.

Steven Meier, Director
Parks and Recreation
800 Goodnight Ave
Pueblo, CO 81005
719-553-2790

Choose Pueblo, Click here!

From: Beritt Odom <bodom@pueblo.us>
Sent: Wednesday, December 4, 2024 8:16 AM
To: Steven Meier <smeier@pueblo.us>
Subject: FW: S-24-02 and SAP-24-02 Town Homes at Rivers Run Special Area Plan 3rd Submittal Review

Steven,

Did you have a chance to review this subdivision? Would you like cash in lieu of parks? Info is below.

Beritt Odom
Principal Planner
City of Pueblo
Planning and Community Development Department
211 E. D Street
Pueblo, CO 81003
Main (719) 553-2259
Direct (719) 553-2339

November 26, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Aaron Haaga, Legends Subdivision, LLC for the approval of the following applications generally located north of S. Portland Ave. and west of S. Norwood Ave.

S-24-06: Townhomes at River's Run, A Special Area Plan, subdivision of 9.384 acres into townhome lots and parcels.
SAP-24-02: Townhomes at River's Run, A Special Area Plan, to allow unique development including single-family attached townhomes and private streets.

The Planning and Zoning Commission meeting will be held on December 11, 2024 at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

CASE NUMBER S-24-06

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 Townhomes at Rivers Run 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.

11-21-24
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed by CM

Owner	OwnerStree	OwnerCity	OwnerS	OwnerZip
GIBSON DANIEL LEWIS	813 S NORWOOD AVE	PUEBLO W	CO	81001-4462
GRANADO FIDEL B JR	1423 BREWERY RD	PUEBLO	CO	81001-4435
BUNN ALPHONSO	817 S NORWOOD AVE	PUEBLO	CO	81001-4462
VILLARREAL ADRIAN/BREAZELL ALEXIS	1427 BREWERY RD	PUEBLO	CO	81001
MARIN ARTEMIO ANDRADE	821 S NORWOOD AVE	PUEBLO	CO	81001-4462
STECKI KELSEY RAYANNE/STECKI RENN	1424 BREWERY RD	PUEBLO	CO	81001
MEGYERI KEVIN SHANE	1420 BREWERY RD	PUEBLO	CO	81001
FELIX SABRINA/FELIX ANITA/FELIX	1439 BREWERY RD	PUEBLO	CO	81001-4435
MEGYERI KEVIN SHANE	1640 SMOKE RIDGE DR	COLORADC	CO	80919-3486
LUNDBLADE JAMES	1401 RIVERS RUN AVE	PUEBLO	CO	81001
TISCHNER BRYAN / TISCHNER MARIANN	4636 W BLACK ELK WAY	WEST JORD	UT	84088-2398
PACHECO LOZANO MIGUEL A/ PACHECO	1431 BREWERY RD	PUEBLO	CO	81001-4435
VILLANUEVA AREVALO CARLOS GUADALUP	829 S NORWOOD AVE	PUEBLO	CO	81001-4462
PRICE ADAM	1436 BREWERY RD	PUEBLO	CO	81001-4435
CHILLIS KEVIN/CHILLIS NADINE	1413 RIVERS RUN AVE	PUEBLO	CO	81001-4401
ALDRICH POLLUX JOSEPH/ORTIZ ALDRIC	1428 BREWERY RD	PUEBLO	CO	81001
LEGENDS SUBDIVISION LLC	6375 S HIGHLAND DR	SALT LAKE	UT	84121-6561
VELA KRYSTAL M	1432 RIVERS RUN AVE	PUEBLO	CO	81001-4401
RALSTON DAKOTA J / HERNANDEZ SUNN	1428 RIVERS RUN AVE	PUEBLO	CO	81001
MORALES ISAAC/MORALES THAIS	1424 RIVERS RUN AVE	PUEBLO	CO	81001-4401
GUTIERREZ DANIEL	1420 RIVERS RUN AVE	PUEBLO	CO	81001-4401
ANDA MATTHEW / ANDA KAITLYN	1410 RIVERS RUN AVE	PUEBLO	CO	81001-4401
JENSEN KYLE T	1406 RIVERS RUN AVE	PUEBLO	CO	81001-4401
COMINS CHRISTINE J/LINDREN LORA L	825 S NORWOOD AVE	PUEBLO	CO	81001-4462
BARNHILL REGINALD	1435 BREWERY RD	PUEBLO	CO	81001-4435
LEGENDS SUBDIVISION LLC	6375 S HIGHLAND DR	SALT LAKE	UT	84121-6561
SMITH JUSTIN	1432 BREWERY RD	PUEBLO	CO	81001-4435
TRAN JACKY	11286 PALMERS GREEN DR	PEYTON	CO	80831-8168
VOCKE ANTHONY / RIVAS VOCKE FATIM	1402 RIVERS RUN AVE	PUEBLO	CO	81001-4401
MILLER JUDITH MARIE/MILLER EDWARD	1332 RIVERS RUN AVE	PUEBLO	CO	81001
ARAGON PAUL L	1000 S NORWOOD AVE	PUEBLO	CO	81001-5516
FINN WILLIAM G/TAPIA BERDINE	1504 GRENADILLO ST	PUEBLO	CO	81001-4516
LOPEZ CRYSTAL	1502 GRENADILLO ST	PUEBLO	CO	81001-4516
GARCIA LORI A	935 ELM ST	PUEBLO	CO	81004-2531
HARP LLC	14183 E LAYTON DR	AURORA	CO	80015-1244
FEARN GARY R	PO BOX 20368	COLORADC	CO	81019-2368
GONZALES GREGORIO/GONZALES ERNEST	PO BOX 8806	PUEBLO	CO	81008-8806
ESQUIVEL JAVIER A	810 S NORWOOD AVE	PUEBLO	CO	81001-4400
J B T N LLC	1541 STOCKYARD RD	PUEBLO	CO	81001-4537
ERA HOLDINGS II LLC	1152 41ST LN	PUEBLO	CO	81006-9315

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING A SPECIAL AREA PLAN FOR THE TOWNHOMES AT RIVER'S RUN SUBDIVISION

SUMMARY:

The applicant is requesting establish a Special Area Plan for 9.384-acres to facilitate the development of 133 townhomes. The townhome lots will have reduced lot widths, setbacks, and be accessed from private streets.

PREVIOUS COUNCIL ACTION:

On May 23, 2022, City Council approved the River's Run Subdivision 1st Amendment by Ordinance No. 10193. (S-22-01)

The applicant is concurrently requesting to subdivide 9.384-acres. (S-24-06)

BACKGROUND:

The subject property is a re-subdivision of Lot 1, Block 1, River's Run Subdivision, 1st Amendment, which is located north of Portland Avenue and west of South Norwood Avenue. The proposed subdivision divides the property into 133 townhome lots, multiple parcels for common area, sidewalks, landscaping, refuse, mail kiosks, clubhouse, swimming pool, and private streets that will be owned, developed, and maintained by the Rivers Run Flats Homeowners Association, Inc. A Special Area Plan is proposed for this subdivision to allow for the unique development of private streets and attached townhomes on individual lots, which do not meet the minimum standards for single-family residences in a R-5 Zone District. Each townhome will be located on an individual lot and will have a one car garage that is accessed from the private street. The townhome units located at each end of the four-unit structure will have an additional surface parking space complete with curb stop, in addition to the 18-foot-long driveway. The two middle units only have a one-car garage and 18-foot-long driveway. All townhomes will have a small fenced private yard which fronts onto a pedestrian

path, located within parcels, providing pedestrian circulation throughout the development. The proposed development also includes drainage and detention parcels that will be landscaped. Approximately 17 visitor parking spaces will be provided throughout the proposed development, with seven spaces provided adjacent to the proposed clubhouse and swimming pool. An additional 10 visitor parking spaces will be provided within Block 2 of the subdivision, east of Rivers Run Avenue. Landscaping will be provided along the entire periphery of the development. Residents will have the ability to utilize the dedicated public park that is located within the northeastern portion of the Rivers Run Subdivision, which is less than a quarter of a mile from the proposed development. The proposed development is in an R-5, Multiple Residential and Office Zone District, which requires a minimum lot width of 50 feet for single-family homes but does not provide minimum standards for single-family attached townhomes located on individual lots. Section 17-4-29, of the Pueblo Municipal Code states, in any zone district after or in conjunction with approval of a subdivision plan, A Special Area Plan may be submitted to the Planning and Zoning Commission for unique planning and development, which may allow for exceptions to minimum setbacks and lot width and depth requirements for each building, with consideration for the protection of public health, safety, and general welfare. Therefore, the applicant is requesting approval of the proposed Special Area Plan in conjunction with the approval of the Townhomes at River's Run, A Special Area Plan Subdivision.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 11th, 2024 Regular Meeting, voted 5-0 to recommend approval, Commissioners Maestri and Pasternak absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing 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 applicant will not be able to modify lot lines to allow a rearrangement of property boundaries.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. SAP-24-02 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING A SPECIAL AREA PLAN FOR THE TOWNHOMES AT RIVER'S RUN SUBDIVISION

WHEREAS, a request for a Special Area Plan for the Townhomes at River's Run, A Special Area Plan, has been submitted to the Planning and Zoning Commission for approval pursuant to Section 17-4-29 of the Pueblo Municipal Code, and,

WHEREAS, the Planning and Zoning Commission after a public hearing found and determined the objectives and requirements of said Section 17-4-29 can and will be met, and,

WHEREAS, the Planning and Zoning Commission has recommended the approval of the Townhomes at River's Run Subdivision, A Special Area Plan,

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

SECTION 1.

The Special Area Plan for:

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2323042 AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01 AS RECORDED UNDER RECEPTION NUMBER 2323048, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

CONTAINING A TOTAL CALCULATED AREA OF 408,783 SQUARE FEET OR 9.384 ACRES

attached hereto, is hereby approved.

SECTION 2.

The Townhomes at River's Run Subdivision, A Special Area Plan is approved without conditions.

SECTION 3.

This Ordinance shall become effective immediately upon final passage and approval.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01
BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

ZONING NOTE
ENTIRETY OF SITE IS
REZONED AS R-5

SUBDIVISION SETBACK REGULATIONS

	MIN. FRONT SETBACK	MIN. REAR SETBACK	MIN. SIDE YARD
RIVERS RUN TOWNHOME COMMUNITY OVERALL	25' MIN. SETBACK FROM STRUCTURE TO PORTLAND AVE. - R.O.W.	15' MIN. SETBACK FROM STRUCTURE TO ALL OTHER ADJACENT R.O.W.	-
RIVERS RUN TOWNHOMES	AT ENTRY SIDE - 7.5' FROM ACCESS WALKWAY TYP.	AT GARAGE - 18' FROM PRIVATE ROAD R.O.W. TYP.	BETWEEN BUILDINGS - VARIES (10' MIN.)
BELOW ARE LOTS W/ SPECIAL CIRCUMSTANCES			
LOT 12, BLOCK 1	7.5' FROM ACCESS WALKWAY	AT GARAGE - 18' FROM PRIVATE ROAD R.O.W.	EAST SIDE - 6.65' PAVED SIDE YARD ADJACENT TO BREWERY BEND RD.
LOT 44, BLOCK 1	7.5' FROM ACCESS WALKWAY	AT GARAGE - 18' FROM PRIVATE ROAD R.O.W.	WEST SIDE - 3' PAVED SIDE YARD ADJACENT TO BREWERY BEND RD.
LOT 45, BLOCK 1	7.5' FROM ACCESS WALKWAY	AT GARAGE - 18' FROM PRIVATE ROAD R.O.W.	WEST SIDE - 3' PAVED SIDE YARD ADJACENT TO BREWERY BEND RD.

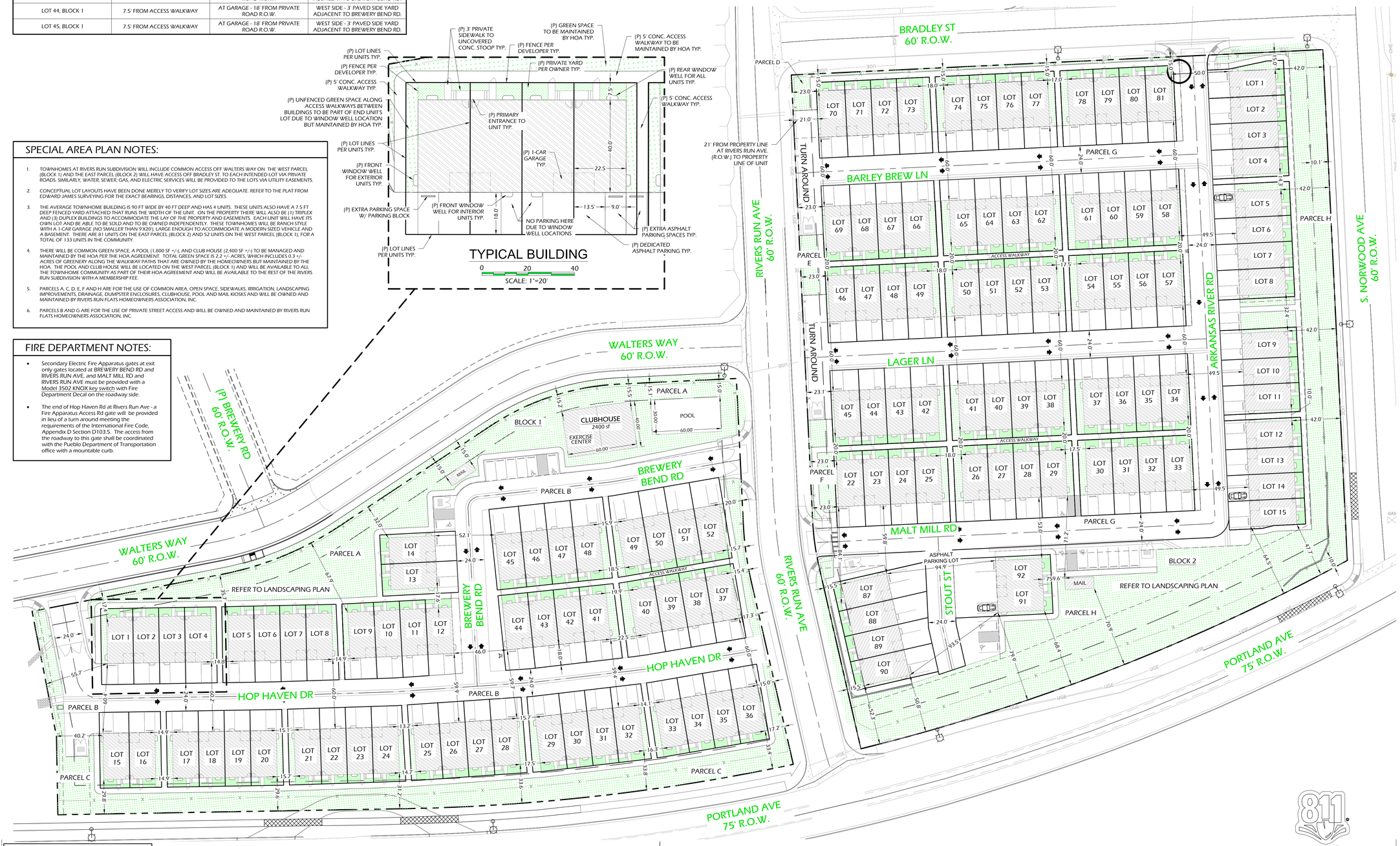
SPECIAL AREA PLAN NOTES:

1. TOWNHOMES AT RIVERS RUN SUBDIVISION WILL INCLUDE COMMON ACCESS OFF WALTERS WAY ON THE WEST PARCEL (BLOCK 1) AND THE EAST PARCEL (BLOCK 2) WILL HAVE ACCESS OFF BRADLEY ST TO EACH INTENDED LOT VIA PRIVATE ROADS. SIMILARLY, WATER, SEWER, GAS, AND ELECTRIC SERVICES WILL BE PROVIDED TO THE LOTS VIA UTILITY EASEMENTS.
2. CONCEPTUAL LOT LAYOUTS HAVE BEEN DONE MERELY TO VERIFY LOT SIZES ARE ADEQUATE. REFER TO THE PLAT FROM EDWARD JAMES SURVEYING FOR THE EXACT BEARINGS, DISTANCES, AND LOT SIZES.
3. THE AVERAGE TOWNHOME BUILDING IS 90 FT WIDE BY 40 FT DEEP AND HAS 4 UNITS. THESE UNITS ALSO HAVE A 7.5 FT DEEP FENCED YARD ATTACHED THAT RUNS THE WIDTH OF THE UNIT. ON THE PROPERTY THERE WILL ALSO BE (1) TRIPLEX AND (3) DUPLEX BUILDINGS TO ACCOMMODATE THE LAY OF THE PROPERTY AND EASEMENTS. EACH UNIT WILL HAVE ITS OWN LOT AND BE ABLE TO BE SOLD AND TO BE OWNED INDEPENDENTLY. THESE TOWNHOMES WILL BE RANCH STYLE WITH A 1-CAR GARAGE (NO SMALLER THAN 9'X20'), LARGE ENOUGH TO ACCOMMODATE A MODERN SIZED VEHICLE AND A BASEMENT. THERE ARE 81 UNITS ON THE EAST PARCEL (BLOCK 2) AND 52 UNITS ON THE WEST PARCEL (BLOCK 1), FOR A TOTAL OF 133 UNITS IN THE COMMUNITY.
4. THERE WILL BE COMMON GREEN SPACE, A POOL (1,800 SF +/-), AND CLUB HOUSE (2,400 SF +/-) TO BE MANAGED AND MAINTAINED BY THE HOA PER THE HOA AGREEMENT. TOTAL GREEN SPACE IS 2.2 +/- ACRES, WHICH INCLUDES 0.3 +/- ACRES OF GREENERY ALONG THE WALKWAY PATHS THAT ARE OWNED BY THE HOMEOWNERS BUT MAINTAINED BY THE HOA. THE POOL AND CLUB HOUSE WILL BE LOCATED ON THE WEST PARCEL (BLOCK 1) AND WILL BE AVAILABLE TO ALL THE TOWNHOME COMMUNITY AS PART OF THEIR HOA AGREEMENT AND WILL BE AVAILABLE TO THE REST OF THE RIVERS RUN SUBDIVISION WITH A MEMBERSHIP FEE.
5. PARCELS A, C, D, E, F AND H ARE FOR THE USE OF COMMON AREA, OPEN SPACE, SIDEWALKS, IRRIGATION, LANDSCAPING IMPROVEMENTS, DRAINAGE, DUMPSTER ENCLOSURES, CLUBHOUSE, POOL AND MAIL KIOSKS AND WILL BE OWNED AND MAINTAINED BY RIVERS RUN FLATS HOMEOWNERS ASSOCIATION, INC.
6. PARCELS B AND G ARE FOR THE USE OF PRIVATE STREET ACCESS AND WILL BE OWNED AND MAINTAINED BY RIVERS RUN FLATS HOMEOWNERS ASSOCIATION, INC.

FIRE DEPARTMENT NOTES:

- Secondary Electric Fire Apparatus gates at exit only gates located at BREWERY BEND RD and RIVERS RUN AVE. and MALT MILL RD and RIVERS RUN AVE must be provided with a Model 3502 KNOX key switch with Fire Department Decal on the roadway side.
- The end of Hop Haven Rd at Rivers Run Ave - a Fire Apparatus Access Rd gate will be provided in lieu of a turn around meeting the requirements of the International Fire Code, Appendix D Section D103.5. The access from the roadway to this gate shall be coordinated with the Pueblo Department of Transportation office with a mountable curb.

TYPICAL BUILDING
0 20 40
SCALE: 1"=20'



SPECIAL AREA PLAN
0 40 80
SCALE: 1"=40'

REVIEWED FOR GENERAL COMPLIANCE WITH CITY OF PUEBLO STANDARDS

GENERAL _____ SANITARY SEWER _____
DATE _____ DATE _____
DRAINAGE _____ TRANSPORTATION _____
DATE _____ DATE _____

PLOT DATE: 12/12/2024 PLOTTED BY: Darlene

Know what's below. Call before you dig.
CALL BEFORE YOU DIG!
PRIOR TO ANY EXCAVATION CONTRACTOR SHALL ARRANGE FOR UTILITY LOCATES. DO NOT PROCEED WITH EXCAVATION PRIOR TO COMPLETION OF UTILITY LOCATES.

DK Horn Engineering & Design Inc.
2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

STAMP:

TOWNHOMES AT RIVERS RUN SUBDIVISION
RIVERS RUN AVE.
PUEBLO, COLORADO 81001

PROJECT NUMBER: 2024-036
DRAWN BY: JCR
REVIEWED BY: DKH
DATE: 2024-12-12

ISSUE RECORD:

SPECIAL AREA PLAN
SPA1

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

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday December 11, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:33 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent: Chris Pasternak and Regina Maestri

Staff Members Present*:* David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move V-23-09 and Z-24-06 to the January 8th, 2025, meeting and approve the agenda as amended, seconded by Spinuzzi

Motion Passed: 5-0

Public Hearings

5. SAP-24-02 **Special Area Plan:** Townhomes at River's Run, A Special Area Plan, to allow unique development including single-family attached townhomes and private streets. Staff Report by Beritt Odom, Principal Planner.

Hearing: Applicant Aaron Haaga was sworn in and spoke in support of the application. Chuck Roy, Deputy Director / Interim Traffic Engineer, Public Works provided information and answered questions. No one appeared in opposition.

Commission Action: Bailey moved to recommend the Special Area Plan application to City Council with staff conditions, seconded by Aznar.

Motion Passed: 5-0

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Director Planning and Community Development

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-24-06 Townhomes at River's Run Subdivision, a Special Area Plan
SAP-24-02 Townhomes at River's Run, a Special Area Plan

DATE: September 3, 2025

Please place the above referenced submittal on the City Council Agenda.

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

SAP-24-02

To:	City of Pueblo, Planning and Zoning Commission
From:	Beritt Odom, Principal Planner
Through:	Scott Hobson, Acting Director of Planning and Community Development
Date:	December 11, 2024
Subject:	Townhomes at River's Run, A Special Area Plan
Applicant:	Edward Fisher, Edward-James, Surveying
Property Owner:	Aaron Haaga, Legends Subdivision, LLC
Location:	Generally located north of Portland Ave. and west of S. Norwood Ave.
Existing Zone:	R-5, Multiple Residential and Office District
Concurrent Request(s):	S-24-06, Townhomes at River's Run, A Special Area Plan

REQUEST:

The applicant is requesting to subdivide and establish a Special Area Plan for 9.384-acres to facilitate the development of 133 townhomes. The townhome lots will have reduced lot widths, setbacks, and be accessed from private streets. The subdivision and Special Area Plan also include parcels for drainage, parking, landscaping, dumpster enclosures, clubhouse, swimming pool, and mail kiosks.

ANALYSIS:

The subject property is a re-subdivision of Lot 1, Block 1, River's Run Subdivision, 1st Amendment, which is located north of Portland Ave. and west of S. Norwood Ave. The proposed subdivision divides the property into 133 townhome lots, multiple parcels for common area, sidewalks, landscaping, refuse, mail kiosks, clubhouse, swimming pool, and private streets that will be owned, developed and maintained by the Rivers Run Flats Homeowners Association, Inc. A Special Area Plan is proposed for this subdivision to allow for the unique development of private

streets and attached townhomes on individual lots, which do not meet the minimum standards for single-family residences in a R-5 Zone District. Each townhome will be located on an individual lot and will have a one car garage that is accessed from the private street. The townhome units located at each end of the four-unit structure will have an additional surface parking space complete with curb stop, in addition to the 18-foot-long driveway. The two middle units only have a one-car garage and 18-foot-long driveway. All townhomes will have a small fenced private yard which fronts onto a pedestrian path, located within parcels, providing pedestrian circulation throughout the development. The proposed development also includes drainage and detention parcels that will be landscaped,

Approximately 17 visitor parking spaces will be provided throughout the proposed development, with seven spaces provided adjacent to the proposed clubhouse and swimming pool. An additional 10 visitor parking spaces will be provided within Block 2 of the subdivision, east of Rivers Run Avenue. Landscaping will be provided along the entire periphery of the development. Residents will have the ability to utilize the dedicated public park that is located within the northeastern portion of the Rivers Run Subdivision, which is less than a quarter of a mile from the proposed development.

The proposed development is located in a R-5, Multiple Residential and Office Zone District, which requires a minimum lot width of 50 feet for single-family homes but does not provide minimum standards for single-family attached townhomes located on individual lots. Section 17-4-29, of the Pueblo Municipal Code states, in any zone district after or in conjunction with approval of a subdivision plan, A Special Area Plan may be submitted to the Planning and Zoning Commission for unique planning and development, which may allow for exceptions to minimum setbacks and lot width and depth requirements for each building, with consideration for the protection of public health, safety, and general welfare. Therefore, the applicant is requesting approval of the proposed Special Area Plan in conjunction with the approval of the Townhomes at River's Run, A Special Area Plan Subdivision.

CHARACTER AND COMPATIBILITY:

Site Character:

The subject property is unimproved.

Neighborhood Compatibility:

North	R-2, single-family homes and unimproved single-family residential lots.
East	I-3, Heavy Industrial: historic business records indicate the site has been home to an auto body, auto detail and contractor uses.
South	Pueblo County I-3, unimproved
West	R-5, unimproved

OBJECTIVES AND REQUIREMENTS OF SPECIAL AREA PLANS:

1. If residential, the overall net density of the area so planned, exclusive of the street rights-of-way, shall not be greater than if each individual parcel were built with a lot size conforming to the requirements of the zone district.
   Affirmative:
   - The maximum net density for the proposed subdivision and Special Area Plan is approximately 23 units per acre according to the R-5 Zone District requirement of 1,500 sq. ft. of land area per dwelling unit for multifamily structures containing between three and five dwelling units. The proposed net density is approximately 17 units per acre, which is less than the maximum allowed gross density.
2. The plan shall provide for the use and continuous maintenance of any remaining open space as well as only land common to all properties or controlled by a corporation or homeowners' association composed of all present and future owners of all property within the proposed development and provision is made for the recording of such with each deed. Any land dedicated to public use and formally accepted by City Council need not be maintained by such corporation or homeowners' association.
   Affirmative:
   - A statement providing for the continuous maintenance of remaining open space and land common to all properties is located on the subdivision and Special Area Plan plat.
3. The plan may provide for exceptions to minimum setback and lot width and depth requirements for each building if such can reasonably be made so that the public health, safety, and general welfare will be protected.
   Affirmative:
   - The proposed Townhomes at River's Run Subdivision, is located in a R-5, Mixed Residential and Office District. The zoning code does not contain minimum lot area and width regulations for single-family attached development in the R-5 Zone District. The code does require that all multifamily structures, in a R-5 Zone District, have a minimum lot area of 1,500 sq. ft. per dwelling unit but does not specify lot width. Multifamily structures are defined by the Municipal Code as structures containing three or more dwelling units. Since the majority of the proposed townhome structures are comprised of four dwelling unit structures, located on separate lots, applying the multifamily lot area code requirements appears to be the most appropriate approach for review since the zoning regulations are ambiguous for this type of development.

     Special Area Plans are intended to provide a mechanism for "unique development" allowing deviations from minimum lot sizes, setbacks, lot width and depth, so long as the overall density is not greater than if each individual parcel were built upon with a lot size conforming to the requirements of the zone district. The proposed Townhomes at River's Run Subdivision, A Special Area Plan, proposes lot widths between 22 and 28 feet wide with a depth between 65 and 67 feet for the attached townhome development. The 133-unit townhome development requires 199,500 sq. ft. of total lot area for the use of the residents, according to the R-5 multifamily regulations. The entire subdivision, which includes private lots, private streets, parcels for outdoor

recreation and landscaping improvements is approximately 408,783 sq. ft., which exceeds the minimum 199,500 sq. ft. land area requirement. The total gross density is approximately 14.17 units per acre, and the development provides approximately 3,073 sq. ft. of land area per dwelling unit which is within the prescribed R-5 maximum density for multifamily developments.

4. The plan shall provide that all setbacks on the periphery of the area shall not be less than those required for the zone district in which the building complex is located provided, however, that front setback requirements on interior street or service drives may be changed.

   Affirmative:

   - Parcels dedicated for landscaping, drainage, and other common purposes are proposed to be located between the townhome lots and surrounding street rights of way, Walters Way, Portland Ave., Rivers Run Ave., and S. Norwood, providing a landscape buffer between the townhome development and adjacent streets. Because of the surrounding parcels, the reduced setbacks are not considered on the "periphery" of the development.

5. The plan shall be in accordance with the Pueblo Comprehensive Plan and shall provide appropriate conditions and safeguards in harmony with the general purpose and intent of this Title.

   Not Applicable:

   - The project site is designated by the 2022 Pueblo Regional Comprehensive Plan as "Employment." The primary land uses include offices, light manufacturing, research and development, wholesaling, flex space, and service centers. The proposed townhome development does not comply with the current future land use designation as Employment; however, the subject property was rezoned for high density residential in March of 2022, prior to the June adoption of the 2022 Comprehensive Plan.

     At the time of rezoning to R-5, the subject property's future land use designation was Special Development Area, which required a Master Plan prior to development. The River's Run Master Development Plan was approved by the Planning and Zoning Commission in 2004. The Planning and Zoning Commission and City Council approved the 2022 R-5 zoning for high density residential even though it deviated from the River's Run Master Development Plan designation for commercial/light industrial uses in the subject area. Because of the prior entitlements, staff does not have any objections with the proposed re subdivision and Special Area Plan, which will facilitate the proposed high density townhome development.

6. The plan shall provide the property with adequate access to transportation; water supply, waste disposal, fire and police protection, and other needed public facilities and services in accordance with the approved subdivision plat.

   Affirmative:

- The private streets will provide internal circulation and access to each lot and parcel.
- Utilities and trash service access will be provided by the private street network and parcels, all of which have vehicular and pedestrian access.
- Emergency services can access each lot and parcel from the surrounding public rights-of-way and the internal private street network.

7. The street plan shall be in conformity with the most recently adopted major street plan known as the Pueblo Area Transportation System Plan. The street plan, including interior circulation for the special area plan, shall be designed so that no undue traffic congestion or unnecessary traffic hazards will be created in the special area plan or in any adjoining neighborhood.

Affirmative:

- The interior private streets will provide adequate interior circulation. No major streets, as identified in the Pueblo Area Transportation System Plan, will be altered with the proposed subdivision and SAP.

8. The plan shall provide traffic access ways, interior circulation ways and parking and loading spaces as required for the zone district in which the land is located.

Affirmative:

- The interior private streets will provide adequate interior circulation. Visitor parking will be provided along Brewery Bend Rd., seven parking spaces; Arkansas River Rd., three spaces; and Malt Mill Rd, seven spaces. Loading for individual townhomes will be provided in the 18-foot-deep driveway.

9. The plan shall be designed so that there will not be a substantially adverse effect upon the character of the neighborhood or upon adjacent property or property values in the area.

Affirmative:

- The proposed townhome development is a self-contained development that will be gated. Landscaped parcels sit adjacent to all roadways providing a landscape buffer between the townhomes and surrounding neighborhoods located outside of the River's Run development to the east and south.

10. The plan shall incorporate adequate safeguards, including but not limited to screening, fences, and landscaping to protect and maintain harmony with the surrounding area.

Landscaping

Affirmative:

- The applicant provided landscape plans, to include all common and privately owned parcels. The landscape plan is intended to be approved and recorded with the Special Area Plan. The approved landscape plan must be implemented with development of the site.

11. The plan shall provide the development sequence of the land within the plan if development is to be done in phases. Subdivision plats shall be submitted for the land proposed to be developed in the same development.

Not Applicable:

- The developer is not proposing to phase the development.

12. The plan shall provide the location and dimensions of all existing and proposed buildings, structures, rights-of-way, easements, and improvements.

Affirmative:

- The Special Area Plan plat includes the location and dimensions of the proposed residential structures, rights-of-way, easements, and improvements. The site is currently unimproved.

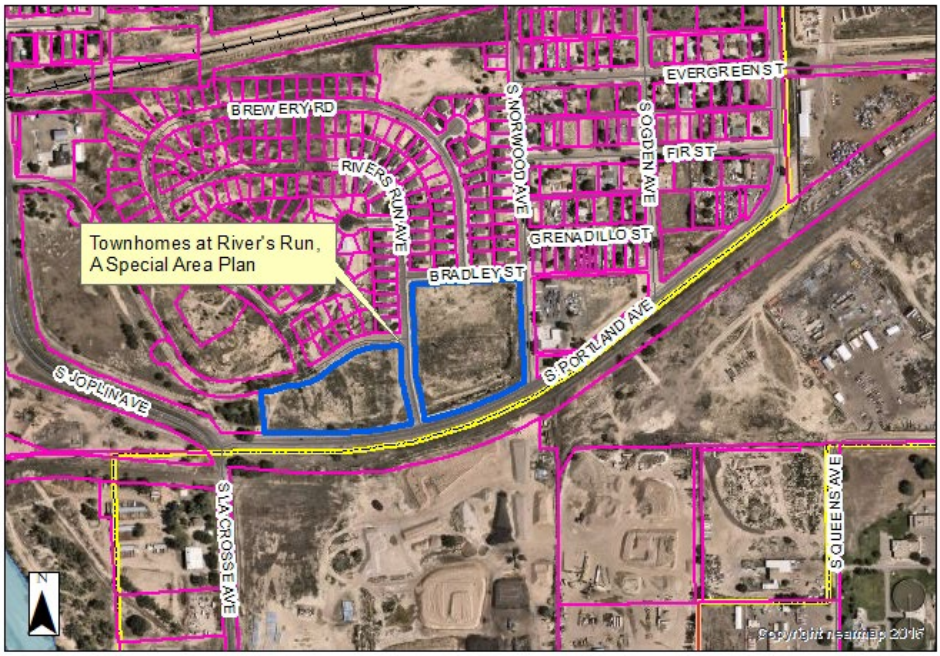
RECOMMENDED ACTION:

If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council that the requested Special Area Plan be approved, is appropriate with the following recommended staff conditions. The proposed staff conditions must be addressed prior to City Council review and approval:

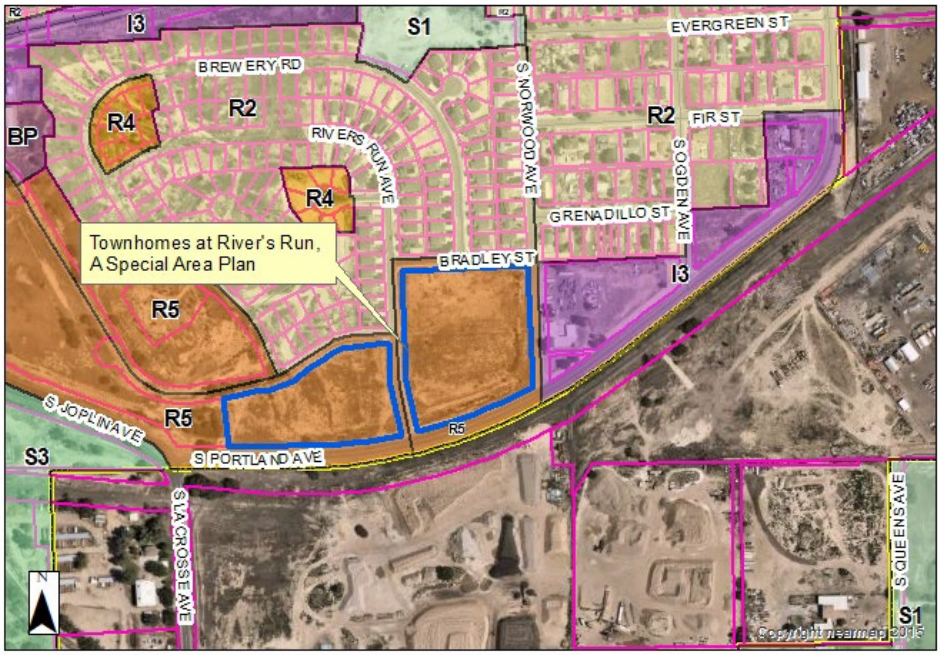
1. Remove the graphics indicating a second surface parking space closest to Parcel F on the following lots: 73, 77, 66, 62, 49, 53, 42, 38, 25, and 8. These parking spaces overlap the private lot and pedestrian circulation parcel. These spaces are not wide enough to accommodate a vehicle and cannot be considered parking spaces.
2. Amend the title on the Special Area Plan to match the Subdivision

ATTACHMENTS:

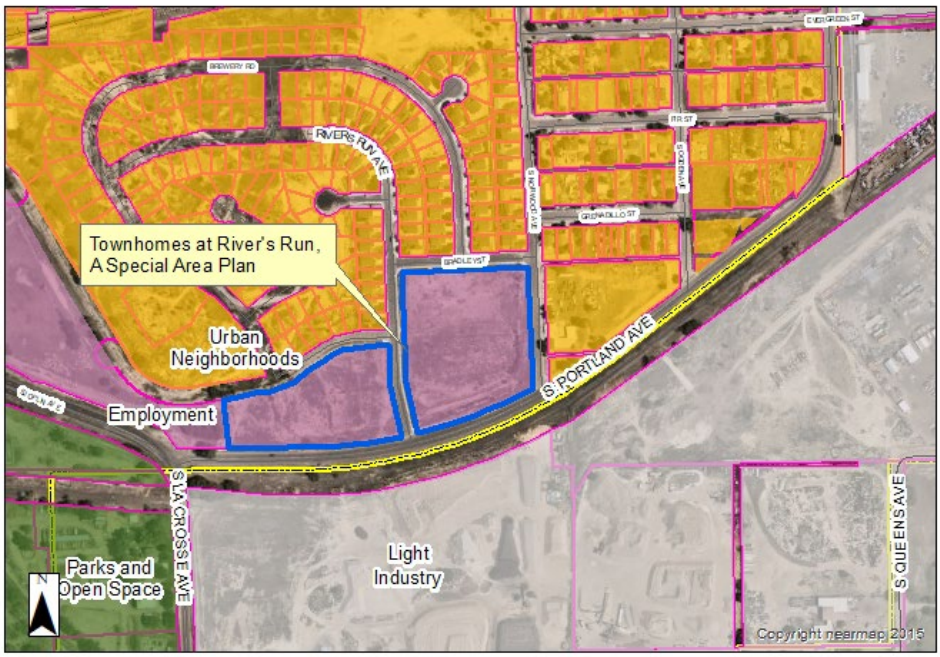
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. Application
F. Special Area Plan plat
G. SRC Memo, December 5, 2024



A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



C. Public Notice and Site Photograph



C. Townhomes At River's Run, A Special Area Plan site looking northeast from S. Portland Ave. and S. Norwood.



C. Townhomes at River's Run, A Special Area Plan site looking northwest from S. Portland Ave. and River Run Ave.

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: Aaron Haaga		Name: (SAME)	
Company Legends Subdivision, LLC		Company:	
Address: 5383 S 900 E Ste 205B Murray, UT	Zip: 84117	Address:	Zip:
Phone: (801)278-1111		Phone: ( )	
Email: aaron@stonebrook.com		Email:	
Engineer		**Surveyor**	
Name: Darlene Horn		Name: Edward Fisher	
Company: DKHorn Engineering & Design, Inc.		Company: Edward-James Surveying, Inc.	
Address: 2441 S Prairie Ave Pueblo, CO	Zip: 81005	Address: 4732 Eagleridge Circle Pueblo, CO	Zip: 81008
Phone: (719)696-8274		Phone: (719)545-6240	
Email: darlene@dkheng.com		Email: edwardf@ejsurveying.com	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: Two parcels north of Portland Ave betweet Joplin Ave and Norwood Ave
(address or general description)

Parcel No(s): 432319005 and 432320005 (aka 432320001, 432320002, 432320003, 432320004)

Existing Zone: R5 | Proposed Zone (if applicable): n/a

PUD Name (if applicable): n/a

Project Scope

Project Name: Townhomes at River's Run - A Special Area Plan

- ☐ Rearrangement of Property Boundaries:
  - # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☒ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☒ Subdivision: # of lots: 133 Total acres: 9.384
- ☐ 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:

(See Attached)

What is the total acreage included in the project? 9.384

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:	Aaron Haaga, Manager Legends Subdivision, LLC	
Signature:		Date: 6/10/2024

Applicant, if different from Property Owner

Print Name:	(SAME)	
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

5/2020

Detailed Explanation of Request for Townhome Community:

This request is for the two Parcels just North of the intersection of Portland Avenue and Rivers Run Avenue, on the East and West sides of Rivers Run Ave., South of Bradley St. and Walters Way (Previously Fir St.) and West of Norwood Ave. to become a gated townhome community by the name of Townhomes at Rivers Run. A special area plan is requested for the Parcels at Lot 1, Block 1 of Rivers Run 1st Amendment (3.873 +/- acres) and Parcel "A", Rivers Run Subdivision, Rearrangement of Property Boundaries RPB-22-01 (5.511 +/- acres) to allow for this Townhome Community (a total of 9.384 +/- acres).

The average Townhome Building is 90 FT wide by 40 FT deep and has 4 Units. These Units also have a 7.5 FT deep fenced yard attached that runs the width of the Unit. On the property there will also be (1) Triplex and (3) Duplex buildings to accommodate the lay of the property and easements. Each Unit will have its own lot and be able to be sold and to be owned independently. These Townhomes will be Ranch Style with a 1-Car Garage and a Basement. There are 81 Units on the East Parcel and 52 Units on the West Parcel, for a total of 133 Units in the Community.

There will be Common Green Space, a Pool (1,800 SF +/-), and Club House (2,400 SF +/-) to be managed by the HOA. Total Green Space is 2.178 +/- acres, which includes 0.346 +/- acres of Greenery along the Walkway Paths that are owned by the Homeowners but maintained by the HOA. The Pool and Club House will be located on the West Parcel and will be available to all the Townhome Community as part of their HOA and will be available to the rest of the Rivers Run Subdivision with a membership fee.

TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

LOT 1, BLOCK 1, RIVER'S RUN 1ST AMENDMENT AND RIVER'S RUN SUBDIVISION REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-01
BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

ZONING NOTE
ENTIRETY OF SITE IS REZONED AS R-5

SUBDIVISION SETBACK REGULATIONS

	MIN. FRONT SETBACK	MIN. REAR SETBACK	MIN. SIDE YARD
RIVERS RUN TOWNHOME COMMUNITY OVERALL	25' MIN. SETBACK FROM STRUCTURE TO PORTLAND AVE. - R.O.W.	15' MIN. SETBACK FROM STRUCTURE TO ALL OTHER ADJACENT R.O.W.	-
RIVERS RUN TOWNHOMES	AT ENTRY SIDE - 7.5' FROM ACCESS WALKWAY TYP.	AT GARAGE - 18' FROM PRIVATE ROAD R.O.W. TYP.	BETWEEN BUILDINGS - VARIES (10' MIN.)
BELOW ARE LOTS W/ SPECIAL CIRCUMSTANCES			
LOT 12, BLOCK 1	7.5' FROM ACCESS WALKWAY	AT GARAGE - 18' FROM PRIVATE ROAD R.O.W.	EAST SIDE - 6.65' PAVED SIDE YARD ADJACENT TO BREWERY BEND RD.
LOT 44, BLOCK 1	7.5' FROM ACCESS WALKWAY	AT GARAGE - 18' FROM PRIVATE ROAD R.O.W.	WEST SIDE - 3' PAVED SIDE YARD ADJACENT TO BREWERY BEND RD.
LOT 45, BLOCK 1	7.5' FROM ACCESS WALKWAY	AT GARAGE - 18' FROM PRIVATE ROAD R.O.W.	WEST SIDE - 3' PAVED SIDE YARD ADJACENT TO BREWERY BEND RD.

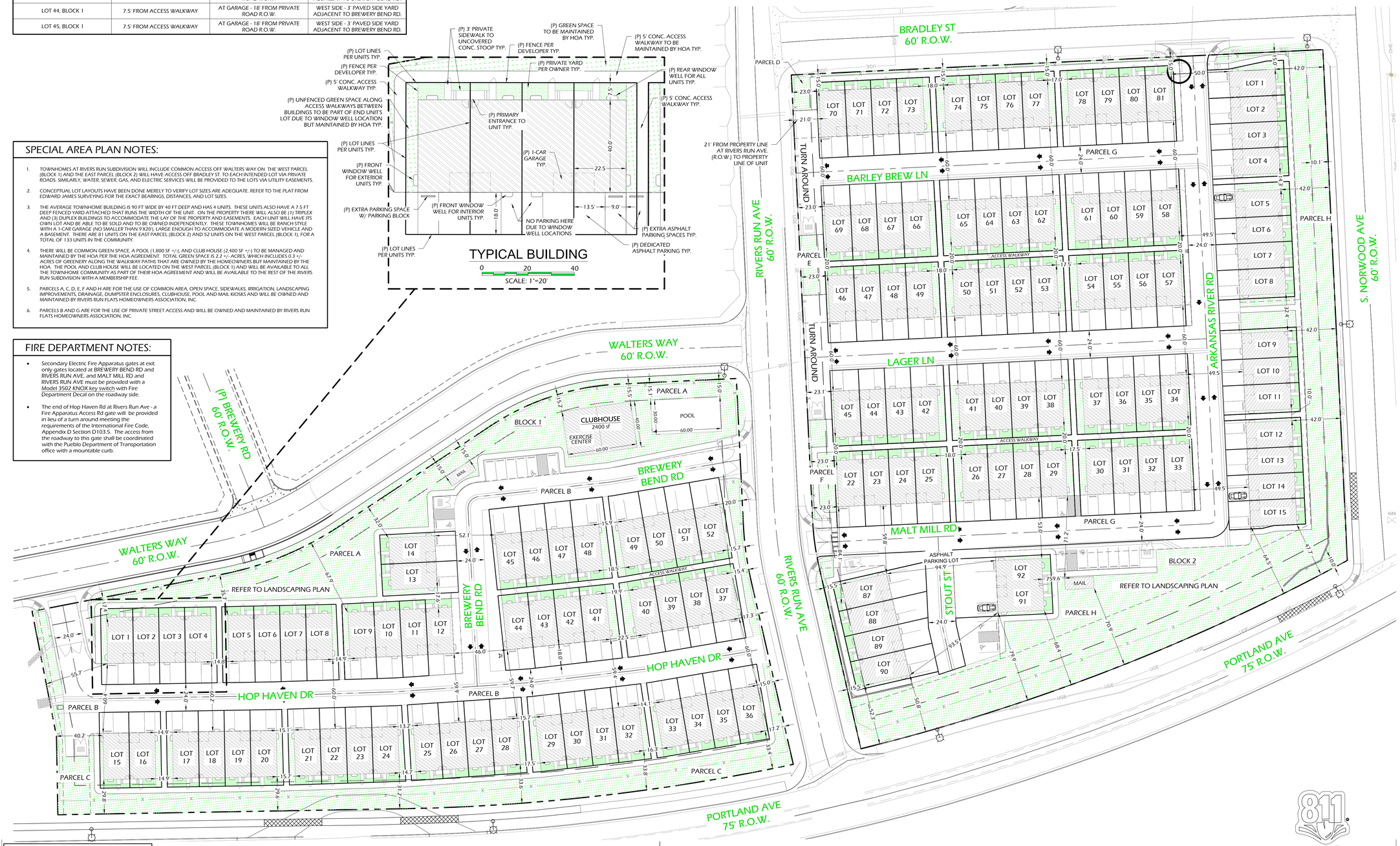
SPECIAL AREA PLAN NOTES:

1. TOWNHOMES AT RIVERS RUN SUBDIVISION WILL INCLUDE COMMON ACCESS OFF WALTERS WAY ON THE WEST PARCEL (BLOCK 1) AND THE EAST PARCEL (BLOCK 2) WILL HAVE ACCESS OFF BRADLEY ST TO EACH INTENDED LOT VIA PRIVATE ROADS. SIMILARLY, WATER, SEWER, GAS, AND ELECTRIC SERVICES WILL BE PROVIDED TO THE LOTS VIA UTILITY EASEMENTS.
2. CONCEPTUAL LOT LAYOUTS HAVE BEEN DONE MERELY TO VERIFY LOT SIZES ARE ADEQUATE. REFER TO THE PLAT FROM EDWARD JAMES SURVEYING FOR THE EXACT BEARINGS, DISTANCES, AND LOT SIZES.
3. THE AVERAGE TOWNHOME BUILDING IS 90 FT WIDE BY 40 FT DEEP AND HAS 4 UNITS. THESE UNITS ALSO HAVE A 7.5 FT DEEP FENCED YARD ATTACHED THAT RUNS THE WIDTH OF THE UNIT. ON THE PROPERTY THERE WILL ALSO BE (1) TRIPLEX AND (3) DUPLEX BUILDINGS TO ACCOMMODATE THE LAY OF THE PROPERTY AND EASEMENTS. EACH UNIT WILL HAVE ITS OWN LOT AND BE ABLE TO BE SOLD AND TO BE OWNED INDEPENDENTLY. THESE TOWNHOMES WILL BE RANCH STYLE WITH A 1-CAR GARAGE (NO SMALLER THAN 9'X20'), LARGE ENOUGH TO ACCOMMODATE A MODERN SIZED VEHICLE AND A BASEMENT. THERE ARE 81 UNITS ON THE EAST PARCEL (BLOCK 2) AND 52 UNITS ON THE WEST PARCEL (BLOCK 1), FOR A TOTAL OF 133 UNITS IN THE COMMUNITY.
4. THERE WILL BE COMMON GREEN SPACE, A POOL (1,800 SF +/-), AND CLUB HOUSE (2,400 SF +/-) TO BE MANAGED AND MAINTAINED BY THE HOA PER THE HOA AGREEMENT. TOTAL GREEN SPACE IS 2.2 +/- ACRES, WHICH INCLUDES 0.3 +/- ACRES OF GREENERY ALONG THE WALKWAY PATHS THAT ARE OWNED BY THE HOMEOWNERS BUT MAINTAINED BY THE HOA. THE POOL AND CLUB HOUSE WILL BE LOCATED ON THE WEST PARCEL (BLOCK 1) AND WILL BE AVAILABLE TO ALL THE TOWNHOME COMMUNITY AS PART OF THEIR HOA AGREEMENT AND WILL BE AVAILABLE TO THE REST OF THE RIVERS RUN SUBDIVISION WITH A MEMBERSHIP FEE.
5. PARCELS A, C, D, E, F AND H ARE FOR THE USE OF COMMON AREA, OPEN SPACE, SIDEWALKS, IRRIGATION, LANDSCAPING IMPROVEMENTS, DRAINAGE, DUMPSTER ENCLOSURES, CLUBHOUSE, POOL AND MAIL KIOSKS AND WILL BE OWNED AND MAINTAINED BY RIVERS RUN FLATS HOMEOWNERS ASSOCIATION, INC.
6. PARCELS B AND G ARE FOR THE USE OF PRIVATE STREET ACCESS AND WILL BE OWNED AND MAINTAINED BY RIVERS RUN FLATS HOMEOWNERS ASSOCIATION, INC.

FIRE DEPARTMENT NOTES:

- Secondary Electric Fire Apparatus gates at exit only gates located at BREWERY BEND RD and RIVERS RUN AVE. and MALT MILL RD and RIVERS RUN AVE must be provided with a Model 3502 KNOX key switch with Fire Department Decal on the roadway side.
- The end of Hop Haven Rd at Rivers Run Ave - a Fire Apparatus Access Rd gate will be provided in lieu of a turn around meeting the requirements of the International Fire Code, Appendix D Section D103.5. The access from the roadway to this gate shall be coordinated with the Pueblo Department of Transportation office with a mountable curb.

TYPICAL BUILDING
0 20 40
SCALE: 1"=20'



SPECIAL AREA PLAN
0 40 80
SCALE: 1"=40'

REVIEWED FOR GENERAL COMPLIANCE WITH CITY OF PUEBLO STANDARDS

GENERAL _____ SANITARY SEWER _____
DATE _____ DATE _____
DRAINAGE _____ TRANSPORTATION _____
DATE _____ DATE _____

PLOT DATE: 12/12/2024 PLOTTED BY: Darlene

Know what's below. Call before you dig.
CALL BEFORE YOU DIG!
PRIOR TO ANY EXCAVATION CONTRACTOR SHALL ARRANGE FOR UTILITY LOCATES. DO NOT PROCEED WITH EXCAVATION PRIOR TO COMPLETION OF UTILITY LOCATES.

DK Horn Engineering & Design Inc.
2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

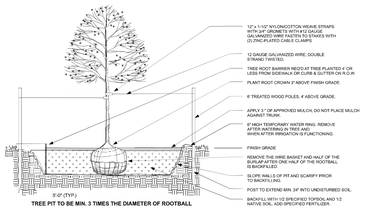
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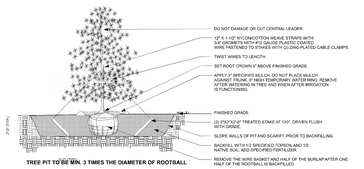
TOWNHOMES AT RIVERS RUN SUBDIVISION
RIVERS RUN AVE.
PUEBLO, COLORADO 81001

PROJECT NUMBER: 2024-036
DRAWN BY: JCR
REVIEWED BY: DKH
DATE: 2024-12-12

ISSUE RECORD:

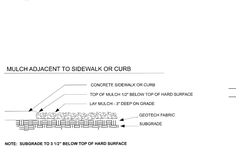
SPECIAL AREA PLAN
SPA1



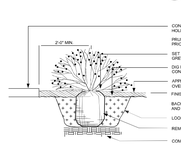


1 **DECIDUOUS TREE PLANTING**
NOT TO SCALE

2 **EVERGREEN TREE PLANTING**
NOT TO SCALE



3 **LANDSCAPE EDGE TREATMENT**
NOT TO SCALE



4 **SHRUB PLANTING**
NOT TO SCALE

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES, STANDARDS, AND SPECIFICATIONS.
2. LANDSCAPE DESIGN IS DIAGRAMMATIC IN NATURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN TAKEOFFS AND QUANTITY CALCULATIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE QUANTITIES OF MATERIALS SHOWN ON THE PLANT LIST, THE PLAN SHALL GOVERN. THE LANDSCAPE ARCHITECT OF THESE DRDERPAGES. MINOR ADJUSTMENTS TO THE LANDSCAPE MATERIAL AND LOCATIONS MAY BE PROPOSED FOR OWNER CONSIDERATION AT THE CONSTRUCTION DOCUMENT STAGE TO RESPOND TO MARKET AND FIELD CONDITIONS. HOWEVER, THERE SHALL BE NO REDUCTION IN THE NUMBER AND SIZE OF MATERIALS.
3. THE CONTRACTOR SHALL MAKE HIMSELF AWARE OF THE LOCATIONS OF EXISTING AND PROPOSED UTILITIES, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE UTILITIES AND/OR ANY INJURY TO ANY PERSON.
4. ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT.
5. THE CONTRACTOR SHALL TAKE EXTREME CARE NOT TO DAMAGE ANY EXISTING PLANTS INDICATED AS "TO REMAIN". ANY PLANTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED WITH PLANTS OF EQUAL SIZE AND QUANTITY AT THE CONTRACTOR'S OWN EXPENSE, AND AS ACCEPTABLE TO THE OWNER. REFER TO THE TREE PROTECTION NOTES ON THE PLANS (AS APPLICABLE).
6. LANDSCAPE CONTRACTOR SHALL VERIFY PLANTING CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE GENERAL CONTRACTOR IN WRITING OF UNSATISFACTORY CONDITIONS. IF SITE CONDITIONS OR PLANT AVAILABILITY REQUIRE CHANGES TO THE PLAN, THEN AN APPROVAL WILL BE OBTAINED FROM THE OWNER. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
7. ALL CONSTRUCTION DEBRIS AND MATERIAL SHALL BE REMOVED AND CLEANED OUT PRIOR TO INSTALLATION OF PLANTS AND PLANTING MATERIAL.
8. FOR ALL INFORMATION ON SURFACE MATERIAL OF WALKS, DRIVES, AND PARKING LOTS, SEE THE SITE PLAN. SEE GRADING PLANS FOR EXISTING AND PROPOSED SLOPE CONDITIONS. SEE PHOTOMETRIC PLAN FOR FREE STANDING LIGHTING INFORMATION.
9. ALL LANDSCAPE NOTES SHALL BE COORDINATED WITH ALL APPLICABLE SPECIFICATION SECTIONS. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE GENERAL CONTRACTOR AND LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK.
10. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
11. WINTER WATERING SHALL BE AT THE EXPENSE OF THE CONTRACTOR UNTIL SUCH TIME AS FINAL ACCEPTANCE OCCURS.
12. ALL LANDSCAPE CONSTRUCTION PRACTICES, WORKMANSHIP AND ETHICS SHALL BE IN ACCORDANCEWITH INDUSTRY STANDARDS SET FORTH IN THE CONTRACTORS HANDBOOK PUBLISHED BY THE COLORADO LANDSCAPE CONTRACTORS ASSOCIATION.
13. LANDSCAPE AND IRRIGATION WORK SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY
14. CONTRACTOR SHALL PROVIDE ALL NECESSARY TRAFFIC CONTROL AND SAFETY FENCING FOR THE PROJECT SITE DURING CONSTRUCTION. CONTRACTOR SHALL PROVIDE NECESSARY FENCING TO PROTECT "PRESERVE AREA".

FINISH GRADE AND SOIL PREPARATION

15. CONTRACTOR SHALL RIP EXISTING SUBSOIL A MIN. OF 10" INCHES AND REMOVE ALL ROCKS AND CONSTRUCTION DEBRIS LARGER THAN 2" INCHES. PREPARE FOR TOPSOIL.
16. TOPSOIL SHALL BE PLACED TO A MINIMUM ALL TREE LOCATIONS SHALL HAVE A 12" MOUND OF TOPSOIL MIXTURE TAPERED TO SURROUNDING GRADE, 8- 12%.
17. CONTRACTOR SHALL CONSTRUCT AND MAINTAIN FINISH GRADES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH SURROUNDING GRADES AND TO ELIMINATE PONDING. IN THE EVENT OF ANY CONFLICT OR DISCREPANCIES ARISE BETWEEN THE GEOTECHNICAL REPORT, THE GRADING PLANS, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
18. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, IT IS RECOMMENDED THAT THE CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: GENERAL SOIL FERTILITY, PH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL. THE SOIL REPORT PRODUCED SHALL INCLUDE SPECIFIC RECOMMENDATIONS FOR SOIL AMENDMENTS AND FERTILIZERS FOR GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
19. THE CONTRACTOR SHALL RECOMMEND INSTALLATION OF SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT. ALL SOIL AMENDMENTS SHALL BE INCORPORATED INTO THE SOIL.
20. AT A MINIMUM, ALL TOPSOIL SHALL BE AMENDED WITH THE FOLLOWING:
    NITROGEN STABILIZED ORGANIC AMENDMENT COMPOST AT A RATE OF 4.0 CUBIC YARDS PER THOUSAND SQUARE FEET.)
    (AMINIMUM PHOSPHATE: 16-20-0 AT A RATE OF 15 POUNDS PER THOUSAND SQUARE FEET.
21. COMPOST SHALL BE MECHANICALLY INTEGRATED INTO THE TOP 6" OF SOIL BY MEANS OF ROTOTILLING AFTER FERTILIZER PER CU. YD., ROTOTILLED TO A DEPTH OF 8". NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED FOR ORGANIC AMENDMENTS.

PLANTING

22. ALL DECIDUOUS TREES SHALL HAVE FULL, WELL-SHAPED HEADS;ALL EVERGREENS SHALL BE UNSHEARED AND FULL TO THE GROUND. ALL TREES SHALL BE STAKED OUT ON SITE FOR APPROVAL BY THE LANDSCAPE ARCHITECT. IF LEADER IS DAMAGED OR REMOVED, PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
23. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S EXPENSE. ALL PLANTS SHALL BE FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND SCARS, AND SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT SHALL BE THE SOLE JUDGE AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
24. ALL TREES SHALL BE GUYED AND WOOD STAKED AS PER DETAILS. NO "T-STAKES" SHALL BE USED FOR TREES.
25. ALL PLANT MATERIALS SHALL BE TRUE TO TYPE, SIZE AND SPECIES, QUALITY, AND FREE OF INJURY. BROKEN ROOT BALLS, PESTS, AND DISEASES, AS WELL AS CONFORM TO THE MINIMUM REQUIREMENTS DESCRIBED IN THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK. FOLLOW GREENCO TREE PLANTING RECOMMENDATIONS FOR MINIMUM QUALITY REQUIREMENTS FOR TREES.
26. ALL TREE AND SHRUB BED LOCATIONS ARE TO BE STAKED OUT ON SITE FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
27. ALL TREES PLANTED ADJACENT TO PUBLIC AND/OR PEDESTRIAN WALKWAYS SHALL BE PRUNED CLEAR OF ALL BRANCHES BETWEEN GROUND AND A HEIGHT OF EIGHT (8) FEET FOR THAT PORTION OF THE PLAN LOCATED OVER THE SIDEWALK AND/OR ROAD.
28. SPECIFIED ROOT BARRIER SHALL BE INSTALL ADJACENT T ALL SIDEWALKS.
29. ALL SHRUB BEDS SHALL BE MULCHED WITH 3" INCHES DEPTH OF SPECIFIED ORGANIC MULCH.
30. ALL PLANT BEDS SHALL BE CONTAINED WITH STEEL EDGER. STEEL EDGER IS NOT REQUIRED ALONG CURBS, WALKS OR BUILDING FOUNDATIONS. ALL EDGING SHALL BE 14 GAUGE, OVERLAP AT JOINTS A MINIMUM OF 6-INCHES, AND SHALL BE FASTENED WITH A MINIMUM OF 4 PINS PER EACH 10 FOOT SECTION. THE TOP OF ALL EDGING MATERIAL SHALL BE A ROLLED TOP AND 1/2 INCH ABOVE THE FINISHED GRADE OF ADJACENT LAWN OR MULCH BED, WHICHEVER IS LOWER.
31. THE DEVELOPER, HIS SUCCESSOR, OR ASSIGNEE SHALL BE RESPONSIBLE FOR ESTABLISHING AND CONTINUING A REGULAR PROGRAM OF MAINTENANCE FOR ALL LANDSCAPED AREAS. SEE LANDSCAPE GUARANTEE AND MAINTENANCE NOTE.
32. A 5-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF ALL FIRE HYDRANTS. NO TREES SHALL BE PLANTED WITHIN 10 FEET OF UTILITY POLES. NO SHRUBS PLANTED CLOSER THAN 4 FEET FROM FIRE HYDRANTS.
33. LANDSCAPE CONTRACTOR TO SUBMIT SAMPLES OF MISCELLANEOUS LANDSCAPING MATERIALS TO THE LANDSCAPE ARCHITECTS AND OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION, IE., MULCH, EDGER, LANDSCAPE FABRIC, ETC.
34. WHEN NECESSARY, INSTALL STANDARD NURSERY CREPE TAPE NOT LESS THAN 4" WIDE, DESIGNED TO PREVENT WINTER SUNSCALD. SECURE EVERY 24" BY TAPING. DO NOT USE DUCT TAPE.

MULCHING

35. AFTER ALL PLANTING IS COMPLETE, THE CONTRACTOR SHALL INSTALL A MINIMUM 4" THICK LAYER OF MULCH AS SPECIFIED ON THE PLANS ONLY NO. 1 GRADED, RECIALLY 4" THICK RING SIZE DOUBLE SHREDDED CEDAR BARK MULCH AROUND ALL PLANT MATERIAL IN ROCK MULCH BEDS WHERE LANDSCAPING IS SHOWN ON THE PLANS. WOOD MULCH RING SIZE SHALL BE 1-1/2 THE SIZE OF THE OF SHRUB, PERENNIAL, AND ORNAMENTAL GRASS'S ROOTBALL. TREE RING SIZE SHALL BE GREEN INDUSTRIES OF COLORADO INDUSTRY STANDARD WIDTH.
36. ALL MULCH SHALL BE HARVESTED IN A SUSTAINABLE MANNER FROM LOCAL SOURCES.
37. ALL PLANTING AREAS SHALL RECEIVE A LAYER OF MULCH, TYPE AND DEPTH PER PLANS. ROCK MULCH SHRUB BEDS SPECIFIED ON THE PLANS ONLY NO. LANDSCAPE FABRIC SHALL BE USED IN WOOD MULCH AREAS. NO PLASTIC WEED BARRIERS SHALL BE SPECIFIED.
38. ALL AREAS WITH EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.
39. ALL PLANTING AREAS WITH LESS THAN A 4:1 GRADIENT SHALL RECEIVE A LAYER OF MULCH, TYPE AND DEPTH PER PLANS. SUBMIT 1 CUBIC FOOT SAMPLE OF MULCH (ONE SAMPLE PER TYPE) TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL PLANTING AREAS AND LIGHTLY WATERED IN TO PREVENT IT FROM BLOWING OFF OF THE SLOPES.
40. ALL SHRUB BEDS SHALL BE MULCHED WITH 3" INCHES DEPTH OF SPECIFIED GRAVEL OVER WEED BARRIER FABRIC. DISTANCE BELOW CURB HEAD MAY VARY BUT SHOULD BE SAME AS ADJACENT TO WALK. DO NOT BURY LIGHT POLE BASES, ADJUST GRADE WHERE NEEDED. PROVIDE 1/2" DIFFERENCE FROM TOP OF WALK AND TOP OF GRAVEL.

IRRIGATION NOTES:

ALL REQUIRED LANDSCAPE AREAS SHALL INCLUDE A PERMANENTLY INSTOLLED AUTOMATIC IRRIGATION SYSTEM, UNLESS A PLANTING AND MAINTENANCE PLAN NOT ONPREMENT ON A PERMANENT SYSTEM HAS BEEN APPROVED BY THE CITY ADMINISTRATIVE OFFICIAL.
THE IRRIGATION SYSTEM SHALL BE DESIGNED, OPERATED AND MAINTAINED TO PROVIDE WATER TO SUSTAIN PLANT LIFE. SYSTEMS SHALL BE INSTALLED TO IRRIGATE ALL NEW PLANT MATERIAL AND MEET MINIMUM WATER EFFICIENCY STANDARDS. DRIVERS AND VALVES MAY BE ZONED SEPARATELY INSTALL BACKFLOW DEVICE PER LOCAL CODE. ALL IRRIGATION COMPONENTS SHALL BE INSTALLED PER MANUFACTURE RECOMMENDATIONS.

LEGEND - PLANT LIST FOR PERIMETER AND INTERIOR LANDSCAPE

Quantity	Symbol	Description
Shrubs Under 4 Feet		
131		SHRUBS AND GRASSES: Broom, Lydia / Cytisus x 'Lydia' #5 Butterfly Bush, Adonis Blue / Buddleja davidii #5 Potentilla, Jackmanii / Potentilla fruticosa 'Jackman' #5 Rose hip, Red / Rosa woodsii #5 Holly, Oregon Grape / Mahonia aquifolium #5 Mockorange, Littleleaf / Philadelphus microphyllus #5 Reed Grass,Karl Foerster / Calamagrostis x acutiflora 'Karl Foerster' #1 Northern Sea oats Grass / Chasmanthium latifolium #1 Japanese Blood Grass / Imperata cylindrica 'Rubra' #1
369		GROUNDCOVER SHRUBS: Broom, Lydia / Cytisus x 'Lydia' #5 Juniper, Blue Chip / Juniperus horizontalis 'Blue chip' #5 Juniper, Calgary Carpet / Juniperus sabina #5 Manzinita, Pancho / Arrostaphylos x coloradoensis #5 Sumac, Autumn Amber / Rhus trilobata 'Autumn Amber' #5
Trees		
77		ORNAMENTAL TREES Crabapple 'Profusion' / Malus x 'Profusion' 1-1/2" Caliper Hawthorn, Crusader / Crataegus crus-galli 'Crusader' 1-1/2" Caliper Maple, Hot Wings / Acer tataricum 'Gar Ann' 1-1/2" Caliper
78		DECIDUOUS SHADE TREES Hackberry, Common / Celtis occidentalis 1-1/2" Caliper Oak, Texas Red / Quercus buckeyi 1-1/2" Caliper Honeylocust, Imperial / Gleditsia triacanthos inermis 'Imperial' 1-1/2" Caliper Golden Raintree / Koelreuteria paniculata 1-1/2" Caliper
25		CONIFEROUS TREES Pine, Arnold Sentinelan Pine / Pinus nigra 'Arnold Sentinel' 6' Ht Pine, Pinon / Pinus edulis, 6' Ht. Pine, Southwest / Pinus strobiformis 6' Ht Spruce, Baken / Picea pungens 'Baken' 6' Ht

FOR DESCRIPTION AND TYPICAL TOWNHOME COURTYARD FEATURES REFER TO SHEET NO. LS-02

MATERIAL LIST

Quantity	Unit	Description
54,158	SF	Native/Natural Grass - Irrigated
65,485	SF	Type # 1 Gravel, 3/4" Tan Granite, 3" Depth
110,647	SF	Landscape Geotech Fabric
1,500	LF	6" Metal Edging
	EA	Tan to Gray River Rock Boulders - Group of (3), (1) 3'x3', (2) 2'x2'



CITY LANDSCAPE PREFORMANCE STANDARDS CALCULATIONS:

LANDSCAPE SETBACK:

PORTLAND AVE.: 1,053 LF AND LANDSCAPE SETBACK AREA: 10,053 SF

1 TREE PER 30 LF = 35 TREES REQ'D / 35 TREES PROVIDED.
5 SHRUBS PER 30 LF = 176 SHRUBS OR 4,388 SF LLM PROVIDED.

NORWOOD AVE.: 427 LF AND LANDSCAPE SETBACK 4,270 SF

1 TREE PER 30 LF = 14 TREES REQ'D / 14 TREES PROVIDED.
5 SHRUBS PER 30 LF = 70 SHRUBS OR 1,750 SF LLM PROVIDED.

RIVERS RUN AVE. BOTH SIDES: 821 LF AND LANDSCAPE SETBACK 8,210 SF

1 TREE PER 30 LF = 27 TREES REQ'D / 27 TREES PROVIDED.
5 SHRUBS PER 30 LF = 135 SHRUBS REQ'D AND PROVIDED.

WALTERS WAY: 616 LF AND LANDSCAPE SETBACK 6,160 SF

1 TREE PER 30 LF = 21 TREES REQ'D / 21 TREES PROVIDED.
5 SHRUBS PER 30 LF @ 293 LF = 49 SHRUBS & 70% 3,230 SF SETBACK = 2,261 SF LLM AND PROVIDED.

BRADLEY ST.: 420 LF AND LANDSCAPE SETBACK 4,200 SF

1 TREE PER 30 LF = 14 TREES REQ'D / 14 PROVIDED.
5 SHRUBS PER 30 LF = 70 SHRUBS / 70 SHRUBS PROVIDED.

LANDSCAPE OPEN SPACE: (LOS)

ZONE DISTRICT R-5, SAP
20% LOS REQUIRED
70% LIVING LANDSCAPE MATERIAL (LLM) REQUIRED

TOTAL AREA:	382,587 SF
REQUIRED 20% LOS:	76,517 SF
LOS PROVIDED:	
PORCHES/BALCONIES:	20,904 SF
SWIMMING POOL:	7,775 SF
LANDSCAPE/GRASS:	73,580 SF
TOTAL LOS PROVIDED:	102,259 SF*

70% LLM OF 20% LOS, 76,517 SF = 53,562 SF
1 TREE/1,000 SF LOS: 54 TREES REQUIRED/PROVIDED.

TOTAL NUMBER OF TREES REQUIRED = 165
TOTAL NUMBER OF TREES PROVIDED = 180

TOTAL NUMBER OF SHRUBS REQUIRED = 500
TOTAL NUMBER OF SHRUBS PROVIDED = 500

COMPANY:
ZWICK DESIGN+
Landscape Architecture
Urban Design-Planning
Project Management
11 Temple Drive • Pueblo, CO 81005
(719) 320-6483 • wjzwick@msn.com

WILLIAM JOHN ZWICK 0612 August 29, 2008 Original Date of Document STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

SHEET DESCRIPTION:
SUB 24-2 SPECIAL AREA PLAN
LANDSCAPE PLAN

PROJECT:
TOWNHOMES AT RIVERS RUN
Portland Avenue and Rivers Run Avenue
Pueblo, CO 81001

REVISIONS:
SUB 24-2
2024-036
SAP LANDSCAPE
11-21-2024

DATE:
06-10-24

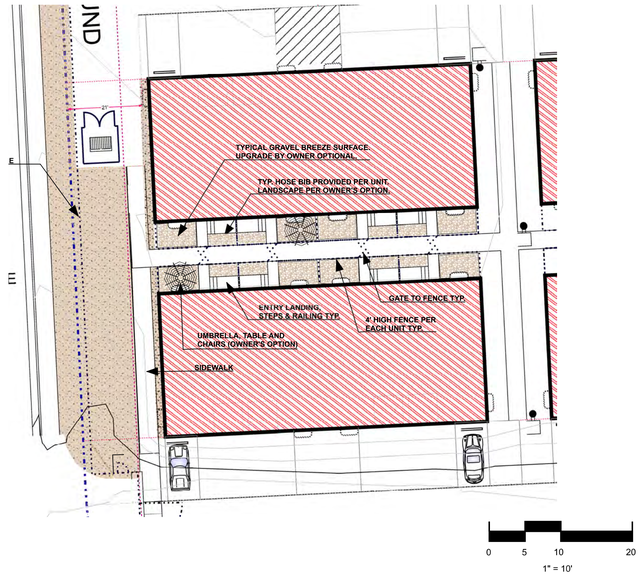
JOB NUMBER:
2024-03

DRAWN BY:
WJZ

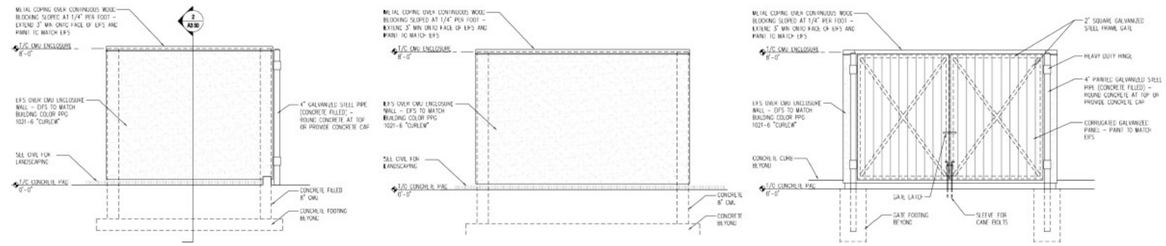
CHECKED BY:
N/A

SCALE:
1" = 40'

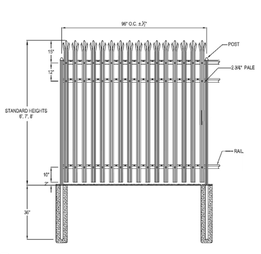
SHEET:
LS-01



TYPICAL TOWNHOME COURTYARD FOR EACH UNIT

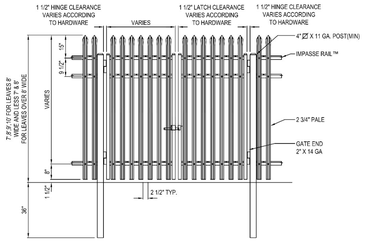


1 **DUMPSTER ENCLOSURE SIDE, REAR AND FRONT ELEVATIONS**



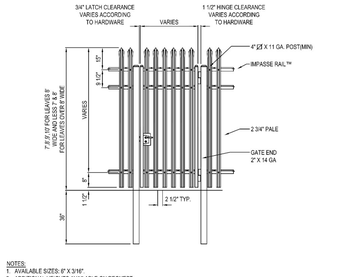
NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 280-265

2 **METAL PICKET FENCE**



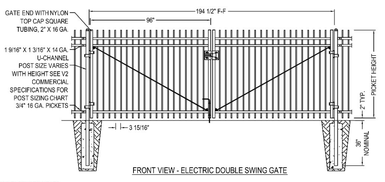
NOTES:
1. AVAILABLE SIZES: 6' X 3'/16".
2. ADDITIONAL HEIGHTS AVAILABLE ON REQUEST.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. DO NOT SCALE DRAWING.
5. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
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7. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 280-295 OR APPROVED EQUAL.

3 **METAL PICKET DOUBLE GATE**



NOTES:
1. AVAILABLE SIZES: 6' X 3'/16".
2. ADDITIONAL HEIGHTS AVAILABLE ON REQUEST.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. DO NOT SCALE DRAWING.
5. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
6. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
7. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 280-295 OR APPROVED EQUAL.

4 **METAL PICKET SINGLE GATE**

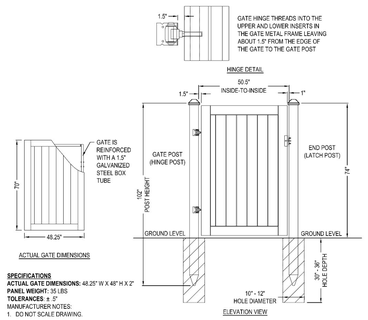


FRONT VIEW - ELECTRIC DOUBLE SWING GATE

MANUFACTURER NOTES:
1. CUSTOM SIZES AVAILABLE UPON REQUEST. CONTACT FORTRESS FENCE PRODUCTS FOR INFORMATION.

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. NOTE TO ARCHITECT, SCALE DRAWING IN AUTOCAD MODEL SPACE.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 5170-037, OR APPROVED EQUAL.

5 **METAL PICKET ELECTRIC DOUBLE SWING GATE**



SPECIFICATIONS
ACTUAL GATE DIMENSIONS: 48.25" W X 48" H X 2"
PANEL WEIGHT: 55 LBS
TOLERANCES: ± .5"
MANUFACTURER NOTES:
1. DO NOT SCALE DRAWING.

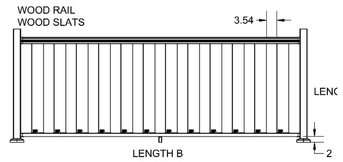
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
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4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 035-117, OR APPROVED EQUAL.

6 **4 FOOT WOODEN PICKET GATE**

OTE:
. A TOP RAIL LONGER THAN PANEL LENGTH IS NEEDED.

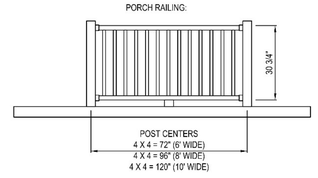
IRC COMPLIANT PANELS (RESIDENTIAL) ARE 6FT MAXIMUM APPLICATIONS
IBC COMPLIANT PANELS (COMMERCIAL) ARE 5FT MAXIMUM APPLICATIONS

OTE:
ETAL BRACKET
IXTURES



NOTE:
(A) FINISHED RAIL HEIGHT = 36", 42"
(B) PANEL LENGTH = 71.5", 95.5"
(C) MAX SPANS = 98.5X36" IRC, 98.5X42" IBC

7 **4 FOOT WOODEN PICKET FENCE**



NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
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5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 035-059a, OR APPROVED EQUAL.

8 **PORCH AND STAIR RAILING**

IRRIGATION NOTES:

ALL REQUIRED LANDSCAPE AREAS SHALL INCLUDE A PERMANENTLY INSTALLED AUTOMATIC IRRIGATION SYSTEM, UNLESS A PLANTING AND MAINTENANCE PLAN NOT DEPENDENT ON A PERMANENT SYSTEM HAS BEEN APPROVED BY THE CITY ADMINISTRATIVE OFFICIAL.
THE USE OF IRRIGATION SYSTEM WATER CONSERVATION BEST MANAGEMENT PRACTICES ARE RECOMMENDED. DRIP SYSTEM SHALL BE INSTALLED TO IRRIGATE ALL NEW PLANT MATERIAL AND SPRAY/ROTOR SYSTEM FOR GRASS AREAS. GRASS AREAS MUST BE ZONED SEPARATELY. INSTALL BACKFLOW DEVICE PER LOCAL CODE. ALL IRRIGATION COMPONENTS SHALL BE INSTALLED PER MANUFACTURE RECOMMENDATIONS.

COMPANY:
ZWICK DESIGN+
Landscape Architecture
Urban Design-Planning
Project Management
11 Temple Drive • Pueblo, CO 81005
(719) 320-6483 • wjzwick@msn.com
WILLIAM JOHN ZWICK 0612 Expires 09/30/2026 Chief of Department STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

SHEET DESCRIPTION:
SUB 24-2 SPECIAL AREA PLAN
LANDSCAPE PLAN
TOWNHOME PATIO AND DETAILS

PROJECT:
TOWNHOMES AT RIVERS RUN
Portland Avenue and Rivers Run Avenue
Pueblo, CO 81001

REVISIONS:
SUB 24-2
2024-036
SAP LANDSCAPE
11-21-2024

DATE: 06-10-24
JOB NUMBER: 2024-03
DRAWN BY: WJZ
CHECKED BY: N/A
SCALE: N/A
SHEET: LS-02

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: December 5, 2024

Subject: S-24-06 Townhomes at River's Run, A Special Area Plan Subdivision

SAP-24-02 Townhomes at River's Run, A Special Area Plan Subdivision

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S-24-06

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the Townhomes at River's Run Special Area Plan be APPROVED with the following noted:

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Not Applicable, Part II has been submitted
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. The subdivider will work with Parks Director, Steven Meier, to determine the amount of park dedication cash in lieu payment, which shall be equal to eight percent of the fair market value of the land in such subdivision, exclusive of street widths, valued as subdivided land in the intended zone district.

SAP-24-02

If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council that the requested Special Area Plan be approved, is appropriate with the following recommended staff conditions. The proposed staff conditions must be addressed prior to City Council review and approval:

1. Remove the graphics indicating a second surface parking space closest to Parcel F on the following lots: 73, 77, 66, 62, 49, 53, 42, 38, 25, and 8. These parking spaces overlap the private lot and pedestrian circulation parcel. These spaces are not wide enough to accommodate a vehicle and cannot be considered parking spaces.
2. Amend the title on the Special Area Plan to match the Subdivision

November 26, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Aaron Haaga, Legends Subdivision, LLC for the approval of the following applications generally located north of S. Portland Ave. and west of S. Norwood Ave.

S-24-06: Townhomes at River's Run, A Special Area Plan, subdivision of 9.384 acres into townhome lots and parcels.
SAP-24-02: Townhomes at River's Run, A Special Area Plan, to allow unique development including single-family attached townhomes and private streets.

The Planning and Zoning Commission meeting will be held on December 11, 2024 at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

CASE NUMBER: SAP-24-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Special Area Plan, Townhomes at Rivers Run of the property commonly known as Phase 1 of the Pueblo Country Club Overall Development Plan to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-4-29.

11-21-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed by CM

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the special area plan of Townhomes at Rivers Run, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

11-22-24
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Photos taken and uploaded by planner

Owner	OwnerStree	OwnerCity	OwnerS	OwnerZip
GIBSON DANIEL LEWIS	813 S NORWOOD AVE	PUEBLO W	CO	81001-4462
GRANADO FIDEL B JR	1423 BREWERY RD	PUEBLO	CO	81001-4435
BUNN ALPHONSO	817 S NORWOOD AVE	PUEBLO	CO	81001-4462
VILLARREAL ADRIAN/BREAZELL ALEXIS	1427 BREWERY RD	PUEBLO	CO	81001
MARIN ARTEMIO ANDRADE	821 S NORWOOD AVE	PUEBLO	CO	81001-4462
STECKI KELSEY RAYANNE/STECKI RENN	1424 BREWERY RD	PUEBLO	CO	81001
MEGYERI KEVIN SHANE	1420 BREWERY RD	PUEBLO	CO	81001
FELIX SABRINA/FELIX ANITA/FELIX	1439 BREWERY RD	PUEBLO	CO	81001-4435
MEGYERI KEVIN SHANE	1640 SMOKE RIDGE DR	COLORADC	CO	80919-3486
LUNDBLADE JAMES	1401 RIVERS RUN AVE	PUEBLO	CO	81001
TISCHNER BRYAN / TISCHNER MARIANN	4636 W BLACK ELK WAY	WEST JORD	UT	84088-2398
PACHECO LOZANO MIGUEL A/ PACHECO	1431 BREWERY RD	PUEBLO	CO	81001-4435
VILLANUEVA AREVALO CARLOS GUADALUP	829 S NORWOOD AVE	PUEBLO	CO	81001-4462
PRICE ADAM	1436 BREWERY RD	PUEBLO	CO	81001-4435
CHILLIS KEVIN/CHILLIS NADINE	1413 RIVERS RUN AVE	PUEBLO	CO	81001-4401
ALDRICH POLLUX JOSEPH/ORTIZ ALDRIC	1428 BREWERY RD	PUEBLO	CO	81001
LEGENDS SUBDIVISION LLC	6375 S HIGHLAND DR	SALT LAKE	UT	84121-6561
VELA KRYSTAL M	1432 RIVERS RUN AVE	PUEBLO	CO	81001-4401
RALSTON DAKOTA J / HERNANDEZ SUNN	1428 RIVERS RUN AVE	PUEBLO	CO	81001
MORALES ISAAC/MORALES THAIS	1424 RIVERS RUN AVE	PUEBLO	CO	81001-4401
GUTIERREZ DANIEL	1420 RIVERS RUN AVE	PUEBLO	CO	81001-4401
ANDA MATTHEW / ANDA KAITLYN	1410 RIVERS RUN AVE	PUEBLO	CO	81001-4401
JENSEN KYLE T	1406 RIVERS RUN AVE	PUEBLO	CO	81001-4401
COMINS CHRISTINE J/LINDREN LORA L	825 S NORWOOD AVE	PUEBLO	CO	81001-4462
BARNHILL REGINALD	1435 BREWERY RD	PUEBLO	CO	81001-4435
LEGENDS SUBDIVISION LLC	6375 S HIGHLAND DR	SALT LAKE	UT	84121-6561
SMITH JUSTIN	1432 BREWERY RD	PUEBLO	CO	81001-4435
TRAN JACKY	11286 PALMERS GREEN DR	PEYTON	CO	80831-8168
VOCKE ANTHONY / RIVAS VOCKE FATIM	1402 RIVERS RUN AVE	PUEBLO	CO	81001-4401
MILLER JUDITH MARIE/MILLER EDWARD	1332 RIVERS RUN AVE	PUEBLO	CO	81001
ARAGON PAUL L	1000 S NORWOOD AVE	PUEBLO	CO	81001-5516
FINN WILLIAM G/TAPIA BERDINE	1504 GRENADILLO ST	PUEBLO	CO	81001-4516
LOPEZ CRYSTAL	1502 GRENADILLO ST	PUEBLO	CO	81001-4516
GARCIA LORI A	935 ELM ST	PUEBLO	CO	81004-2531
HARP LLC	14183 E LAYTON DR	AURORA	CO	80015-1244
FEARN GARY R	PO BOX 20368	COLORADC	CO	81019-2368
GONZALES GREGORIO/GONZALES ERNEST	PO BOX 8806	PUEBLO	CO	81008-8806
ESQUIVEL JAVIER A	810 S NORWOOD AVE	PUEBLO	CO	81001-4400
J B T N LLC	1541 STOCKYARD RD	PUEBLO	CO	81001-4537
ERA HOLDINGS II LLC	1152 41ST LN	PUEBLO	CO	81006-9315

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING SECTION ONE OF CHAPTER TWO OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO DEFINITIONS AND SECTION TWENTY-NINE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO SPECIAL AREA PLANS

SUMMARY:

Attached for consideration is a text amendment that will update section 1 of Chapter 2 of Title XVII of the Pueblo Municipal Code relating to definitions and section 29 of chapter 4 of Title XVII of the Pueblo Municipal Code relating to special area plans.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The proposed text amendment is intended to accomplish two distinct actions. The first action of this text amendment is to remove reference to how many unrelated persons can live together in a single dwelling unit by amending the definition of “family” within Section 17-2-1 of zoning code. This text amendment will defer to the International Building Code safety standards to determine how many persons can safely live together regardless of the familial relationships between those living in a household. The City has not enforced the existing code restriction of no more than three unrelated persons living together since the passing of House Bill 24-1007, which prohibits local governments from limiting residential occupancy based on the familial relationships of those living together. The second action of the proposed amendment is to remove mention of a seventy-five-dollar review fee for Special Area Plans in Section 17-4-29 of the PMC and instead allow the review fee amount to be set by resolution. Since the fee amount is codified, the seventy-five-dollar fee has not been raised since it was initially established in the 1950s, so it has not been increased gradually over time with inflation like other City fees. By striking the text that references a specific amount, the Planning

Department can establish the Special Area Plan review fee by resolution in an amount comparable to other application types that require similar amount of staff labor to review.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 13, 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 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 current City Engineering and traffic standards.

RECOMMENDATION:

Approve the proposed Ordinance.

ATTACHMENTS:

1. TA-25-03 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION ONE OF CHAPTER TWO OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO DEFINITIONS AND SECTION TWENTY-NINE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO SPECIAL AREA PLANS

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

(brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 17-2-1 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-2-1. Definitions.

For the purpose of this Title, certain terms or words used herein shall be interpreted as follows:
. . .
(21) Family means one (1) or more persons who may or may not have familial relationships living together in numbers allowed by both the International Building Code and International Fire Code or equivalent as adopted and amended by the City as a separate, independent housekeeping unit. [, all related by blood, adoption or marriage, or in the alternative, a group of not more than three (3) unrelated persons living together as a separate, independent housekeeping unit. Domestic servants employed on the premises may be housed on the premises without being counted as part of a family.]
. . .

SECTION 2.

Section 17-4-29 of the Pueblo Municipal Code is hereby amended to read as follows:

(15) The applicant seeking review of a Special Area Plan by the Planning and Zoning Commission shall deposit with the Finance Department a nonrefundable application fee as adopted by resolution. [of seventy-five dollars ($75.00) before any action is taken. Upon payment of an additional nonrefundable fee of seventy-five dollars ($75.00), the City Council shall consider the Special Area Plan application at a public hearing.]

SECTION 3.

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 polices and procedures described herein.

SECTION 4.

This Ordinance shall become effective immediately after the date of final action by the

Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado

Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, August 13, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present: Laura Portis, Assistant City Attorney, Beritt Odom, Director of Planning and Community Development; Wade Broadhead, Senior Planner, Mikaylin Hackly, Planner, Hannah Prinzi Planner, and Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to continue A-25-01 to the September 10, 2025, meeting and approve the agenda as amended, seconded by Boston.

Motion Passed: 7-0

Public Hearing:

2. TA-25-03 Text Amendment: An Ordinance amending sections of the Pueblo Municipal Code Sections 17-2-1 & 17-4-29 relating to occupancy limits & Special Area Plan fees respectively.

Hearing: Mikaylin Hackley provide staff report. No one appeared in support or opposition.

Commission Action: Bailey moved to recommend the Text Amendment application be forwarded to City Council for approval, second by Boston.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

city of PUEBLO colorado

Planning & Zoning Commission

TA-25-03

August 13, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Beritt Odom, Interim Director of Planning and Community Development
SUBJECT:	AN ORDINANCE AMENDING SECTION ONE OF CHAPTER TWO OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO DEFINITIONS AND SECTION TWENTY-NINE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO SPECIAL AREA PLANS

BACKGROUND AND ANALYSIS:

The proposed text amendment is intended to accomplish two distinct actions.

The first action of this text amendment is to remove reference to how many unrelated persons can live together in a single dwelling unit by amending the definition of "family" within Section 17-2-1 of zoning code. This text amendment will codify the City's current approach to residential occupancy limits by deferring to International Building Code safety standards to determine how many persons can safely live together regardless of the familial relationships between those living in a household. As described by Colorado's Department of Local Affairs, the purpose of this change is to make it easier to share existing homes between occupants—regardless of familial relationships—while still complying with occupancy limits based on health and safety standards. The City has not enforced the existing code restriction of no more than three unrelated persons living together since the passing of House Bill 24-1007, which prohibits local governments from limiting residential occupancy based on the familial relationships of those living together. Thus, this text amendment would be codifying current City policy.

The second action of the proposed amendment is to remove mention of a seventy-five-dollar review fee for Special Area Plans in Section 17-4-29 of the PMC and instead allow the review fee amount to be set by resolution. Since the fee amount is codified, the seventy-five-dollar fee has not been raised since it was initially established in the 1950s, so it has not been increased gradually over time with inflation like other City fees. By striking the text that references a specific amount, the Planning Department can establish the Special Area Plan review fee by resolution in an amount comparable to other application types that require similar amount of staff labor to review. Also, no other Planning and Zoning Commission application types have codified application fee amounts, so this amendment would also bring Special Area Plans into accordance with how all other Planning and Zoning Commission application fees are set.

RECOMMENDED ACTION:

If the Planning and Zoning Commission finds the proposed Text Amendment is appropriate, staff recommends a recommendation of APPROVAL to be forwarded to City Council.

ATTACHMENTS: A. Proposed Ordinance

ORDINANCE NO. _____

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. . .

SECTION 3.

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 4.

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.
☐ Disapproved on _____ based on the following objections:

_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO

Published Tuesday, July 29, 2025

NOTICE OF PUBLIC HEARING

Take notice that at **3:30 P.M., on the 13th of August, 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-25-02: An Ordinance amending sections of the Pueblo Municipal Code Section 17-4-23 relating to architectural compatibility of accessory structures.

TA-25-03: An Ordinance amending sections of the Pueblo Municipal Code Sections 17-2-1 & 17-4-29 relating to occupancy limits & Special Area Plan fees respectively.

A draft of the proposed text amendments will be posted on www.pueblo.us/PandZ under "Most Recent Agenda" and be on file in the office of Planning and Community Development for viewing and printing, typically by 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.



_____

Beritt Odom
Interim Land Use Administrator
(719) 553-2259

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: September 22, 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 AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, ESTABLISHING PROJECT NUMBER PS2511, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2511, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND RATIFYING THEIR SIGNATURE THERETO

SUMMARY:

This Ordinance approves a grant agreement with the Department of Public Safety, Division of Criminal Justice beginning July 1, 2025, and ending March 21, 2026, and approves and accepts an initial grant award of $200,000 into Project PS2511.

PREVIOUS COUNCIL ACTION:

City Council has previously approved ordinances accepting Department of Public Safety funds for CRS 24-33.5-529 State's Mission for Assistance in Recruiting and Training (SMART) Grant Program. This grant would fall under SMART with funds distributed for a new childcare reimbursement program.

BACKGROUND:

The Pueblo Police Department has 189 POST-certified officers out of it's authorized strength of 231. Forty-plus positions have been vacant for 16 months or more. The positions are budgeted, but incentives to fill and keep them are inadequate. Childcare affordability directly impacts the attraction and retention of a dedicated and quality employee base and has a considerable impact on the ability of working parents to establish and build their careers. This award will support families and the workforce to subsidize families' costs for childcare so that they have the ability to work.

Childcare costs must be considered when addressing recruitment and retention of a quality workforce, whereas nationwide:

• Turnover costs from working parents dropping out of the workforce can exceed 213% of their annual salary (https://www.forbes.com/sites/break-thefuture/2017/11/30/lack-of-childcare-leaves-money-on-thetable/?sh=5d3898da3e79).

FINANCIAL IMPLICATIONS:

This grant will require monitoring, auditing, and submission of financial documents which will impact the City of Pueblo with staffing costs. The City of Pueblo is responsible for administering the drawdown of the grant. The City will submit quarterly reports to the Department of Public Safety documenting expenditures.

Childcare affordability directly impacts the attraction and retention of a dedicated and quality employee base and has a considerable impact on the ability of working parents to establish and build their careers. This award will support families and the workforce to subsidize families' costs for childcare so that they have the ability to work.

Childcare is a major issue as parents face high costs, long wait lists, and limited options in an overburdened system. In a report by the National Conference of State Legislatures, employers cite childcare issues as causing more problems than any other family-related issue in the workplace, with increases in absenteeism and tardiness reported in 9 out of 10 companies; 80% of the companies surveyed said that workdays were cut short because of childcare problems.

Matching funds from the City of Pueblo are not required for this grant.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

The Pueblo Police Department will work with the Department of Public Safety, Division of Criminal Justice to help make decisions related to childcare and a written directive regarding the criteria for reimbursement.

ALTERNATIVES:

Decline this grant offer from the Department of Public Safety, Division of Criminal Justice.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2024-SP-25-36_SMART_Policing (1)

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, ESTABLISHING PROJECT NUMBER PS2511, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2511, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND RATIFYING THEIR SIGNATURE THERETO

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept grants from the state government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the Department of Public Safety, Division of Criminal Justice has tendered a grant agreement and award (the "Agreement") in the amount of $200,000.00 to subsidize families' costs of childcare for POST-certified employees so they can work; and

WHEREAS, the Department of Public Safety has made additional awards of funds in the past under previous grant agreements for recruitment and retention and the Pueblo Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the Department of Public Safety; and

WHEREAS, acceptance of the Agreement for the purposes for which it has been made is in the best interest of the City of Pueblo and will benefit the health, dedication, and retention of officers, which in turn will provide more officers on the street for the safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The grant agreement between the City of Pueblo, a Municipal Corporation, and the Department of Public Safety, Division of Criminal Justice for the purpose of supporting families and the workforce to subsidize families' costs of childcare while they work, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor was authorized to execute the grant agreement in the name of and on behalf of the City of Pueblo on September 22, 2025; and the City Clerk shall affix the Seal of the City to the grant agreement and attest their prior signature.

SECTION 3.

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 Department

of Public Safety.

SECTION 4.

Project number PS2511 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 PS2511 by the City Finance Department.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

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GRANT AWARD LETTER
(Intergovernmental Grant Agreement)
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Public Safety, Division of Criminal Justice	**DCJ Grant Number** 2024-SP-25-36
Grantee City of Pueblo	**Federal Unique Entity Identifier (UEI)** NJK3BNUDRHJ7
Grant Issuance Date (Start Date) The later of April 1, 2025 or the date the State Controller or an authorized delegate signs this Grant Letter	**Grant Expiration Date (End Date)** March 31, 2026
Grant Amount State Fiscal Year 2025: $50,000 State Fiscal Year 2025: $150,000 **Total for all State Fiscal Years: $200,000**	**Grant Authority (State Authority)** The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507. C.R.S. 24-33.5-529. State's Mission for Assistance in Recruiting and Training (SMART) Grant Program

Grant Description
Pueblo Police Department has 189 POST certified offices of its authorized strength of 231. 40+ positions have been vacant for 16+ months. The positions are budgeted, but incentives to fill –and keep – them are inadequate. Childcare affordability directly impacts the attraction and retention of a dedicated and quality employee base and has a considerable impact on the ability of working parents to establish and build their careers. This award will support families and the workforce to subsidize families' cost for childcare so that they can work.

Grant Purpose
To provide grants to law enforcement agencies to increase the number of POST-certified and non-certified law enforcement officers who are representative of the communities they serve and to provide training for those additional law enforcement officers. Grants were awarded through a competitive process.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Grant:

1. Exhibit A1, Sample Option Letter.
2. Exhibit A2, Sample Grant Funding Change Letter
3. Exhibit B, Grant Requirements.
4. Exhibit C, Special Conditions.
5. Exhibit D, Statement of Work.
6. Exhibit E, Budget.

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C, Special Conditions.
2. Colorado Special Provisions in §17 of the main body of this Grant
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit B, Grant Requirements.
5. Exhibit D, Statement of Work.
6. Exhibit E, Budget.

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SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

STATE OF COLORADO
Jared S. Polis, Governor
Department of Public Safety
Stan Hilkey, Executive Director

Signed by:
Matthew M. Lunn, PhD
8C8341EFA6124C4...

By: Matthew M. Lunn, PhD
Director, Division of Criminal Justice

Date: 03/13/2025 | 8:04:09 PM PDT

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Lyndsay Clelland
363D680603F0405...

By: Lyndsay J. Clelland, Grant Coordinator, Division of Criminal Justice

Effective Date: 03/14/2025 | 9:06:49 AM MDT

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1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter in accordance with **§16.D**.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant

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Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the total reimbursement payable under this Grant Award Letter that corresponds to the Work satisfactorily completed, as determined by the State, less payments previously made.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in **Exhibit E, Budget**.

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

C. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.

D. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

E. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

F. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

G. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

H. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

I. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

J. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

K. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

L. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

M. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

N. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

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O. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

P. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

Q. "**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.

R. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

S. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to 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.

T. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

U. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

V. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

W. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.

X. **"Subgrantee"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives

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benefit from the work. There may be multiple tiers of subgrantees that do not include procurement transactions.

Y. "**Tax Information**" means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.

Z. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

AA. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

B. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and receives approval from the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to

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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).

C. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold payments of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

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

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award. The State may impose any penalties for noncompliance, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

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

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant then Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that subcontractor or subgrantee.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results

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of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees or Subcontractors will or may receive the following types of data, Grantee or its Subgrantees or Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees 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, Subgrantees 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

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the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subgrantees or 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, Subgrantees and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

9. CONFLICTS OF INTEREST

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

10. INSURANCE

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

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11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

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

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq*. C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant

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Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, shall conform to the policies issued by the Colorado State Controller.

i. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1**, **Sample Option Letter** and **Exhibit A2**, **Sample Grant Funding Change Letter** to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the original grant.

ii. The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least **15** days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

iii. The State may add or delete the goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** as long as the change does not change the overall scope of the approve grant. If the State exercises the option, it will provide written notice to Grantee at least **15** days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

iv. The State may, at the State's discretion, issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to reflect changes that do not substantially change the intended purpose of the grant. The provisions of the Option Letter shall become part of and be incorporated into this Grant.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

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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 Grant Award Letter by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. Grantee shall comply with and the Work Product provided under this Grant Award Letter shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

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

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

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant Award Letter. 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 Grant Award Letter. 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 Grant Award Letter shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

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G. **PROHIBITED TERMS.**

Any term included in this Grant Award Letter 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 Grant Award Letter 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 Grant Award Letter 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 Grant Award Letter 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 Grant Award Letter, including, without limitation, immediate termination of this Grant Award Letter 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 Grant Award Letter. 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.

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EXHIBIT A1, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	**Original Agreement Number** Insert CMS number or Other Agreement Number of the Original Contract
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Agreement Number** Insert CMS number or Other Agreement Number of this Option **Agreement Performance Beginning Date** Month Day, Year **Current Agreement Expiration Date** Month Day, Year

1. **OPTIONS:**
   - A. Option to extend for an Extension Term
   - B. Option to change the quantity of Goods under the Agreement
   - C. Option to change the quantity of Services under the Agreement
   - D. Option to modify Agreement rates
   - E. Option to initiate next phase of the Agreement
2. **REQUIRED PROVISIONS:**
   - A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
   - B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
   - C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
   - D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
   - E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.
3. **OPTION EFFECTIVE DATE:**
   - F. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date:_____

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EXHIBIT A2, GRANT FUNDING CHANGE LETTER

State Agency Insert Department's or IHE's Full Legal Name	**Grant Funding Change Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Grant Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Grant Funding Change Letter Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** Month Day, Year **Current Contract Expiration Date** Month Day, Year

1. GRANT FUNDING CHANGE

In accordance with **§Insert Section Number** of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

A. The funding available for State Fiscal Year 20xx is Increased/Decreased by $Amount of Change, because Insert Reason For Change.

B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

2. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

3. NO ORDER FOR WORK

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO
Jared S. Polis, Governor
INSERT-Name of Agency or IHE
INSERT-Name & Title of Head of Agency or IHE

_____
By: Name & Title of Person Signing for Agency or IHE

Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

Grant Funding Change Letter Effective Date:_____

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EXHIBIT B, GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

1. AUDIT REQUIREMENTS

A. DUE DATE:

I. PROJECT START:

The Grantee must submit the most recent audit or financial review, including the corresponding governance/management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

II. PROJECT DURATION AND END:

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

B. REPORT/AUDIT TYPE:

I. If your entity expended $750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

II. **[*NOT APPLICABLE TO SUBGRANTEES AS DEFINED IN §3.DD. "SUBGRANTEE"]*** If your entity expends less than $750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

1. Grantees that have revenue greater than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.
2. Grantees that have revenue less than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

C. REPORT/AUDIT COSTS:

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

I. does not meet the applicable federal audit or DCJ standards;
II. is not submitted in a timely manner; or,
III. does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

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D. FAILURE TO COMPLY:

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. ADDITIONAL REPORTING REQUIREMENTS

A. In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

3. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.

B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.

C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

4. PROCUREMENT AND CONTRACTS

A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.

B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

5. AWARD CHANGE REQUESTS

A. Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

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EXHIBIT C, SPECIAL CONDITIONS

The following program specific requirements are imposed by the State concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents are incorporated herein.

Intent: The state's mission for assistance in recruiting and training (SMART) Policing Grant Program, referred to in this section as the "SMART Policing Program," to provide grants to law enforcement agencies to increase the number of P.O.S.T. certified and non-certified law enforcement officers who are representative of the communities they serve and to provide training for those additional law enforcement officers.

1. Grants may be awarded to:
    a. Increase the diversity of P.O.S.T certified and non-certified law enforcement professionals and public safety employees to better reflect the community in which they work.
    b. Provide opportunities for P.O.S.T certified and non-certified law enforcement professionals to receive training in equity, diversity and inclusion.
    c. Create partnerships with schools, school districts, colleges, or universities to develop and implement internships or mentorship programs to foster a positive relationship between youth and law enforcement, and to foster early interest in law enforcement careers in youth who are representative of the communities they serve.
    d. Create partnerships with schools, school districts, or youth-service organizations to develop and implement youth programs to foster a positive relationship between youth and law enforcement, and to foster early interest in law enforcement careers in youth who are representative of the communities they serve.
    e. Develop and implement education campaigns for law enforcement recruitment and training for P.O.S.T certified and non-certified law enforcement professionals who are representative of the comminutes they serve; and
    f. Any other strategies demonstrated to recruit and train a high-quality and diverse law enforcement workforce if deemed appropriate by the Division.
2. A law enforcement agency may use the grant money to cover costs associated with eligible law enforcement officers' salaries and benefits, including the provision of, or assistance in the provision of, child care for eligible law enforcement officers; recruitment; and training.
    a. A law enforcement agency shall use the grant money to supplement the costs of recruitment and training. A local government or law enforcement agency may not use the grant money to supplant these costs.
3. A law enforcement agency may not use the grant award to cover the costs of eligible law enforcement officer salaries and benefits if the eligible law enforcement officers would have

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been hired by the law enforcement agency even if the division had not awarded the law enforcement agency the grant.

4. Law enforcement agencies who are awarded grants under the SMART Policing Program may be subject to an audit by the state auditor to ensure that the grant money is used for the purposes articulated in this section.
5. Agencies who are awarded a grant under the SMART Policing Program are required to submit quarterly reports outlining expenditures of grant funds and to report on the status of Goals and Outcomes set forth by the grantee in the grant application. Funds shall be withheld if quarterly reports are not submitted in a timely and complete manner.

Additional Program Specific Conditions applicable to this Agreement.

1. Grantee and all Subgrantees or Subgrants shall comply with Colorado law including, SB20-200 (CO Secure Savings Program). https://treasury.colorado.gov/colorado-secure-savings-program

2. Employer supported childcare is considered a fringe benefit. Some fringe benefits are taxable, while others are nontaxable or partially taxable. An employer can establish a Dependent Care Flexible Spending Account (DCFSA). A DCFSA is a unique employee benefit that allows workers to set aside pretax dollars to pay for eligible care expenses for a child, disabled spouse, elderly parent or other individual listed as a dependent who is physically or mentally incapable of self-care. To determine if an employer FSA Program includes Dependent Care check with your agency's Human Resources/Payroll Department. The minimum and maximum amounts allowed to be contributed to a DCFSA are set by the employer, and the maximum set forth by the IRS. For more information an individual should consult their tax advisor.

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EXHIBIT D, STATEMENT OF WORK

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

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EXHIBIT E, BUDGET

The Budget contained within the DocuSign Envelope is incorporated herein.

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EXHIBIT D, STATEMENT OF WORK

Project Summary

Pueblo Police Department has 189 POST certified offices of its authorized strength of 231. 40+ positions have been vacant for 16+ months. The positions are budgeted, but incentives to fill –and keep – them are inadequate. Childcare affordability directly impacts the attraction and retention of a dedicated and quality employee base and has a considerable impact on the ability of working parents to establish and build their careers. This award will support families and the workforce to subsidize families' cost for childcare so that they can work.

Project Description

Childcare is a major issue as parents face high costs, long waitlists, and limited options in an overburdened system. In a report by the National Conference of State Legislatures, employers cite childcare issues as causing more problems than any other family related issue in the workplace, with increases in absenteeism and tardiness reported in 9 out of 10 companies. 80% of the companies surveyed said that workdays were cut short because of childcare problems.

Pueblo Police Department is no exception to the measurable losses and community impacts of the cost of childcare. It is increasingly harder for working families, especially women, impacting PPD's workforce pipeline and stability. During recruitment activities, and during exit interviews, childcare affordability is a significant barrier for many working families. Childcare is cited as a major component of household expenses, if not the primary household expense, where families spend an average of 18% of their monthly income to support their childcare needs. Childcare access and affordability directly impacts the attraction and retention of a dedicated and quality employee base, and has a considerable impact on the ability of working parents to establish and build their careers. Pueblo Police Department leadership recognizes the impacts of childcare costs is a reason officers do not join PPD – or leave PPD – for opportunities for their family and the family budget. Officers have had to leave work or reduce
their work hours solely due the cost of childcare, and some have opening said that they would likely leave their current job for another that offered desired family benefits.

This award will support the PPD workforce by subsidizing families' cost for childcare so that they can work. Approximately 40 qualified staff may receive up to $5,000 reimbursement for qualified childcare expenses. This benefit will be administered in the exact manner the IRS mandates Flexible Spending Account and Health Saving Account usage with one exception: this benefit will be for qualified childcare costs only and not for disabled spouse, elderly parent or other individual listed as a dependent who is physically or mentally incapable of self-care. Beneficiaries of childcare benefits will be personally responsible for, and should consult with their tax advisors for advice on, any tax obligations resulting from benefits paid on their behalf. Employer supported childcare is considered a fringe benefit. The Payroll Department, in consultation with the Human Resources Department, will determine exact amounts of benefit to be taxed and prepare appropriate documents for same.

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Goals & Outcomes

GOAL 1	
Goal 1:	Improve and support peace officer recruitment and retention
Outcome 1.1	
Outcome:	Assist approximately 40 officers with childcare reimbursement
Measurement:	Number of officers receiving reimbursement and total dollars reimbursed
Timeframe:	4/1/25 through 3/31/26
Outcome 1.2	
Outcome:	Officers, especially female officers, with young children will be retained longer because they have childcare financial assistance
Measurement:	Length of service of officers with young children will increase compared to baseline data before childcare financial assistance was offered. Data will be collected as an aggregate and separated by male and female officers
Timeframe:	3/31/26
Outcome 1.3	
Outcome:	The number of vacant positions will decrease as they are filled with qualified staff, especially ones with young children and those that are planning to start a family soon
Measurement:	Number of filled positions increases
Timeframe:	3/31/26

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Exhibit E – Budget

	Grant Funds	Cash Match	Project Total
Personnel	$200,000	$0	$200,000
Supplies & Operating	$0	$0	$0
Travel	$0	$0	$0
Equipment	$0	$0	$0
Consultants / Contracts	$0	$0	$0
Indirect	$0	$0	$0
Total	**$200,000**	**$0**	**$200,000**

Personnel: Budget & Budget Narrative Details

Position Title	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	OT - Annual Base Salary	OT - Annual Base Salary To Be Paid By Grant Funds	OT - Annual Fringe	OT - Annual Fringe To Be Paid By Grant Funds	Total To Be Paid By Grant Funds (including overtime)
Childcare Fringe Benefit	$0	$0	0%	$200,000	$200,000	100%	$200,000	$0	$0	$0	$0	$0	$200,000
Budget Narrative and Justification:	Childcare reimbursement up to $5,000/ea. for approximately 40 peace officers. This benefit will be administered in the exact manner the IRS mandates for Dependent Care Flexible Spending Accounts (DCFSA). The Payroll Department, in consultation with the Human Resources Department, will determine exact amounts of benefit to be taxed and prepare appropriate documents including creating a policy to ensure funds are only expended on childcare expenses and exclude other allowable activities covered under DCFSAs.												
Personnel Total:	**$0**	**$0**	**0%**	**$200,000**	**$200,000**	**100%**	**$200,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$200,000**

Non-Personnel: Budget & Budget Narrative Details

Budget Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification
SUPPLIES & OPERATING		
N/A	$0	
Supplies & Operating Total	**$0**	
TRAVEL		
N/A	$0	
Travel Total	**$0**	
EQUIPMENT		
N/A	$0	
Equipment Total	**$0**	
CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)		
N/A	$0	
Consultants/Contracts Total	**$0**	
INDIRECT		
N/A	$0	
Indirect Total	**$0**	
Total Non-Personnel	**$0**	

Certificate Of Completion

Envelope Id: A6A2A32B-44F7-4102-A17A-DD62DA08811E
Status: Completed
Subject: 2024-SP-25-36_SMART Policing
Source Envelope:
Document Pages: 25
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
OAJJA Grants
700 Kipling St
Lakewood, CO 80215
cdps_dcj_oajjagrants@state.co.us
IP Address: 76.130.52.254

Record Tracking

Status: Original
3/13/2025 9:31:41 AM
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Security Appliance Status: Connected
Pool: FedRamp

Storage Appliance Status: Connected
Pool: CDPS Contracts and Grants
Location: Docusign

Signer Events	Signature	Timestamp
Matthew M. Lunn, PhD matthew.lunn@state.co.us Security Level: Email, Account Authentication (None)	Signed by: Matthew M. Lunn, PhD 8C8341EFA6124C4... Signature Adoption: Pre-selected Style Using IP Address: 97.122.163.201	Sent: 3/13/2025 9:34:49 AM Viewed: 3/13/2025 9:04:03 PM Signed: 3/13/2025 9:04:09 PM

Electronic Record and Signature Disclosure:
Accepted: 3/13/2025 9:04:03 PM
ID: de966d3f-f90f-41a8-a223-b14d77432ae4

Lyndsay Clelland lyndsay.clelland@state.co.us Contract, Grant and Compliance Coordinator Division of Criminal Justice Security Level: Email, Account Authentication (None)	DocuSigned by: Lyndsay Clelland 363D680603F0405... Signature Adoption: Pre-selected Style Using IP Address: 174.16.156.39	Sent: 3/13/2025 9:04:11 PM Viewed: 3/14/2025 9:06:38 AM Signed: 3/14/2025 9:06:49 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

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
Rebecca Ballast rebecca.ballast@state.co.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/14/2025 9:06:54 AM Viewed: 3/14/2025 3:14:31 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
Flint Timmims ftimmins@pueblo.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/14/2025 9:06:54 AM Viewed: 3/14/2025 9:31:48 AM
Antoinette Ramos aramos@pueblo.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/14/2025 9:06:54 AM
Michael Burtis Michael.Burtis@state.co.us Analyst IV DCJ CDPS Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/14/2025 9:06:55 AM
Lyndsay Clelland lyndsay.clelland@state.co.us Contract, Grant and Compliance Coordinator Division of Criminal Justice Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/14/2025 9:06:55 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/13/2025 9:34:49 AM
Certified Delivered	Security Checked	3/14/2025 9:06:38 AM
Signing Complete	Security Checked	3/14/2025 9:06:49 AM
Completed	Security Checked	3/14/2025 9:06:55 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CDPS Contracts and Grants (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CDPS Contracts and Grants:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: sarah.white@state.co.us

To advise CDPS Contracts and Grants of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sarah.white@state.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CDPS Contracts and Grants

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sarah.white@state.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CDPS Contracts and Grants

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sarah.white@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CDPS Contracts and Grants as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE CONSTRUCTION ADMINISTRATION FOR THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (CONSTRUCTION) PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance will approve a Professional Engineering Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., for the construction administration for the Construct Hangar and Rehabilitate Taxilane (Construction) project.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9308, passed and approved on July 9, 2018, established Project No. AP1804 – South T-Hangar #1 budgeting and appropriating funds from insurance claim for damage to t-hangars.

Ordinance No. 10728, passed and approved on June 25, 2024, accepted CDOT Grant 24-PUB-01 to reimburse the City 2.5% of the total design cost.

Ordinance No. 10774 passed and approved on September 9, 2024, accepted FAA Grant No. 3-08-0046-051-2024 to reimburse the City 95% of the total design cost.

Ordinance No. 10812, passed and approved on October 15, 2024, approved a sub-agreement for Professional Engineering Services between the City of Pueblo and Dibble and Associates Consulting Engineers, Inc., for engineering design services for the project.

Ordinance No. 10971, passed and approved on June 23, 2025, accepted CDOT Grant 24-PUB-01 to reimburse the City 2.5% of the total construction cost.

Ordinance No. 11038, passed and approved on September 8, 2025, accepted FAA Grant No. 3-08-0046-051-2024 to reimburse the City 95% of the total construction cost.

BACKGROUND:

The City owned a set of ten T-Hangars that were built in the late 1970s. In May of 2015, the Airport was hit by a severe hailstorm that damaged the roof. Then, in July of 2016, the T-Hangars were struck by the wing of a DC-10 that severely damaged the northernmost hangar unit. Insurance funds have been received and used to seed a project to construct new hangars. The damaged hangars were disassembled and donated to Otero County for use at Fowler Airport. The 2022 Airport Master Plan identified the need to construct new general aviation hangars and rehabilitate deteriorating and potentially unsafe taxilane infrastructure at the Pueblo Memorial Airport. The FAA has awarded a grant from the Bi-partisan Infrastructure Legislation (BIL) funds to reimburse 95% of project costs.

FINANCIAL IMPLICATIONS:

The total cost for construction administration is $229,426.33, 95% of which will be reimbursed through FAA and CDOT grants. Funding for the project has been approved in previous ordinances.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Professional Engineering Services Agreement will not be approved, and the project will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. PUB Construct Hangar and Rahabilitate Taxilane (Construction) CA Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE CONSTRUCTION ADMINISTRATION FOR THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (CONSTRUCTION) PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, Dibble & Associates as the Airport's contracted engineering consulting firm provided a proposal for construction administration services for the Construct Hangar and Rehabilitate Taxilane (Construction) project; NOW, THEREFORE

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

SECTION 1.

The Agreement for Professional Engineering Services ("Professional Services Agreement"), a copy of which is attached hereto and made part hereof by reference, by and between the City of Pueblo, a Colorado Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, to provide engineering construction administration services for the Construct Hangar and Rehabilitate Taxilane (Construction) project at Pueblo Memorial Airport, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Professional Services Agreement for and on behalf of the City, and the City Clerk is authorized to affix the seal of the City thereto and attest same. Where authorized pursuant to §1-4-3, P.M.C., the Mayor may execute the Professional Services 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 authorized to perform any and all acts consistent with this Ordinance to implement the policies and procedures described herein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

STANDARD FORM OF
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made and entered this 20th day of October, 2025 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner"), and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, doing business as Dibble Engineering, a professional engineering firm (hereinafter "Engineer"), for Engineer to render certain professional planning, design, engineering, construction administration, and related services for Owner in connection with Project No. AP1804, Project Name: Construct Hangar and Rehabilitate Taxilane (Construction) also known as IFB-05-020 , hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

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

[ ] - Study and Report Phase

[ ] - Preliminary Design (Schematic) Phase

[ ] - Final Design Phase

[X] - Construction Documents & Bidding Phase

[X] - Construction Phase

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, and planning services. Engineer shall also provide any landscape engineering, surveying, and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described generally in Appendix A – Scope of Services and the items identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services.

1.3 Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to Owner and which shall be signed by and bear the seal of such registered engineer.

1.4 Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

1.5 Any architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall:

(a) Consult with Owner to determine his requirements for the Project and review available data.

(b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c), and assist Owner in obtaining any such services.

(c) Provide special analyses of Owner's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

(d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.

(e) Provide general economic analysis of Owner's requirements applicable to various alternatives.

(f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations with opinions of probable costs.

(g) Furnish two (2) copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall:

(a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study or Report on the Project.

(b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

(c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.

(d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives, and make recommendations to Owner based thereon.

(e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.

(f) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the Project during the Final Design Phase, Engineer shall:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirements therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority, including but not limited to any requirements of the Federal Aviation Administration. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. **Engineer shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's best professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

(e) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall:

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, owner's standard forms of agreement, warranty, payment and performance bonds, general conditions and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix A to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. Two (2) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2018 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors or bidders, and, if requested by Owner, incorporate prequalification requirements in final bid and construction contract documents.

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning: acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

2.5 Construction Phase. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project, Engineer shall:

(a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Appendix A - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

(c) Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, supplier or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data and other submittals of the contractor for conformance with the design concept of Project and compliance with the Drawings, Specifications and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has inspected the Project and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the Drawings, Specifications and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Engineer shall, if so provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Engineer shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes, and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Engineer shall be final and binding on the Contractor and Owner, unless the Director of Public Works of the Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file his written objections thereto with the Architect and Contractor.

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the work.

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Engineer's negligent act or omission; and Engineer hereby irrevocably waives and excuses Owner and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S., or similar statute.

(c) Engineer's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

(d) Engineer shall be completely responsible for the safety of Engineer's employees, subcontractors, and consultants in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, subcontractors, and consultants and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss or injury to Engineer's employees, subcontractors, and consultants.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility," attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

Within five (5) days of execution of this Agreement, Engineer shall designate in writing a Project representative who shall have complete authority to bind Engineer, and to whom Owner should address communications.

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay

Owner's time table for achievement of interim tasks and final completion of Project work, provided however, the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Appendix B - "Fee Schedule".

2.7 Requirements Where Federal Assistance Provided.

(a) Engineer understands that Owner will be funding the Project in part or in whole by grants or loans from the Department of Transportation, Federal Aviation Administration (the "Federal Agency"). Engineer agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the Federal Agency which apply to the work under this Agreement, whether referenced in Appendix A or not. All applicable loan or grant conditions and regulations of the Federal Agency are incorporated into this Agreement by reference.

(b) Owner shall pay Engineer for work completed in accordance with the terms of this Agreement. Engineer understands and accepts that Owner is seeking reimbursement for the Project through applicable Federal loans or grants. Should the applicable Federal Agency indicate that loans or grants shall not be granted or approved by the Agency, performance under this Agreement shall be placed on hold until such time as the funds are granted and approved, except that no such extension shall continue past the expiration of the initial term of the master agreement approved through City of Pueblo Resolution No. 13785. Should Owner determine in its sole discretion that grant or approval of the required funds is impossible or unlikely, this Agreement shall terminate immediately upon notice from Owner and Owner shall not be liable for any cost or fee under this Agreement.

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner's Project requirements including: objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies, or data possessed by Owner which relates to design or construction of the Project.

(d) Assist in arranging for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable

time. The Owner's approval of Drawings, design, Specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of forty-five (45) days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Appendix A - Scope of Services and Sections 1 and 2 of this Agreement.

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $229,426.33 in the aggregate and computed in accordance with this Section. In the event compensation for services is set forth in Appendix B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Appendix B for such phase, and together shall not exceed the maximum aggregate set forth herein.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within forty (40) days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Appendix B – “Fee Schedule.”

5.4 No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time, or similar expenses unless otherwise provided and listed in Appendix B - "Fee Schedule."

5.5 No compensation shall be paid to Engineer for services required and expenditures incurred

in correcting Engineer's mistakes or negligence.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g).

Section 6. Term and Termination

6.1 Term. The term of this Agreement begins on the Effective Date and ends on December 31, 2025, unless sooner terminated in accordance with this Agreement. City reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

6.2 Fund Appropriation. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of City which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

6.3 Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Engineer and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Owner all data, drawings, specifications, reports, plans, calculations, summaries, and all other information, documents, work product, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.4 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Appendix B for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

6.5 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees, engineers, and subcontractors, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Owner's Project Representative, then in that event, Engineer's entire right to compensation shall be chosen by Owner and limited to the lesser of (a) the reasonable value of completed work to Owner or (b) payment at the rates specified in Appendix B for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.6 Engineer's professional responsibility for its completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS.

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees

that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement.

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

7.2 Insurance and Indemnity.

(a) Engineer agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than his employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than One Million Dollars ($1,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, One Million Dollars ($1,000,000.00) per occurrence for property damage, and One Million and No/100 Dollars ($1,000,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance in amounts and form acceptable to Owner, and with a deductible not exceeding $50,000.00.

(c) Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors, or omissions of Engineer, its employees, subcontractors and consultants. Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to subcontractors and consultants, arising out of negligent acts, errors or omissions of Engineer and its employees, including claims of nonpayment. 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.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, Attention: Greg Pedroza, Director of Aviation, Pueblo Memorial Airport, 31201 Bryan Circle, Pueblo, Colorado, or to the Engineer at 3020 East Camelback Road Suite 201 Phoenix, AZ 85016. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Appendix or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Appendix or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Engineer may be assigned by him without the written consent of the Owner.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and Owner.

7.7 Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with 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.

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

7.9 Severability. If any provision of this Agreement, except for Section 2.7, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.7 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

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

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

7.12 Access to Property Not Under Owner's Control. Engineer acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Engineer and Engineer's employees and consultants shall, at Engineer's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Engineer in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Engineer understands and agrees that entry to properties not under

Owner's control may require Engineer to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES.

8.1 Any dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be determined and decided by the Owner's Director of Aviation whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction pursuant to Rule 106, C.R.C.P.

8.2 Pending resolution of any dispute or disagreement, or judicial review, Engineer shall proceed diligently with performance of his work under this Agreement.

SECTION 9. APPENDICES.

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

Appendix A - "Scope of Services" consisting of _5_ pages.

Appendix B - "Fee Schedule" consisting of _1_ page.

Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility" Consisting of _2_ pages.

SECTION 10. ACCESSIBILITY.

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

SECTION 11. PERA LIABILITY

The Engineer shall reimburse the Owner 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 Owner under this Agreement. Engineer has submitted to Owner a completed form listing any PERA retirees employed by Engineer and shall update said form with Owner at any time a PERA retiree is hired by Engineer.

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

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By:_____
Heather Graham, Mayor

Attest:_____
City Clerk

[S E A L]

DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC.

Name: _____
By: _____
Title: _____

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

APPENDIX A – SCOPE OF WORK

Introduction

Dibble (Engineer) has been requested by the Pueblo Memorial Airport (PUB or Airport) to provide construction phase services for the *Taxilane Rehabilitation and New Hangar* project. This project will consist of rehabilitation of existing asphalt concrete (AC) taxilane and apron between the FBO Apron and new hangar site, as well as a new 10-Unit Nested Hangar (approx. 51' x 231' with a building height of 15'). The AC rehabilitation will consist of crack repair and seal coat.

The scope of work has been developed in accordance with the Pre-Construction Kick-Off Meeting that was held with the FAA on October 30, 2024 and discussions with the City of Pueblo on August 27, 2025. The City of Pueblo staff will manage the daily/weekly inspections associated with the Hangar Building. The Dibble Team will manage the inspections on the pavements, hangar building concrete foundations, waterline and fire hydrant, and pavement rehabilitation. The Dibble Team will also be involved in the Contractor's development of the Hangar plans and throughout the permitting and review process. Lastly, the Dibble Team will assist the Airport in closing out the project with the City and FAA (as noted in this scope of work).

It is anticipated that FAA BIL, CDOT, and local funds will be used to fund design and construction. The estimated construction cost is approximately $2.4M.

The following Dibble staff are expected on this project:

- Project Principal — Jared Bass, P.E.
- Construction Resident Engineer — John Cessar, P.E. or Mario Maraccini, P.E.
- Construction Inspector — Mike Swearingen, E.I.T.
- Senior Designer — Travis Woodman
- Project Coordinator — Jim Hodge
- Airport Planner — Thibault Sirigu

The following subconsultants are anticipated on this project.

- QA Testing/Special Inspections: Ground Engineering — Josiah Johnson
- Electrical Engineering Support: CR Engineers — Catherine Alcorn, P.E.
- As-Built Survey: Delta Field Services — Corey Weber, P.L.S.

Construction Phase Services

1) Planning and Permitting and Preconstruction Phase Services (Lump Sum)

a) City of Pueblo Planning and Permitting: Dibble will assist the selected contractor and City of Pueblo in the development of Hangar Plans acceptable to the City of Pueblo standards and regulations. Dibble will also assist the Contractor and PUB through the City's permitting process. Dibble will assist the Contractor to obtain all permits required by the City of Pueblo, Pueblo County, Pueblo Regional Building Department (PRBD), and the State Regulatory Agency, Colorado Department of Public Health and Environment (CDPHE).

Dibble will coordinate with the Contractor to obtain a routing sheet from PRBD and start the permitting process. Other agencies with permitting requirements may include but are not limited to: Zoning, Utilities, Public Works, Fire Department, etc. The routing will need to be completed before a permit can be issued. Permitting and review costs to be paid by the Airport (PUB).

Included in this task will be the various meetings, modifications of Dibble plans (grading and drainage and utilities), and the submittal/re-submittal process. It is anticipated to take approx. 4 months to obtain permits from the City.

b) Preconstruction Management and Administration: provide project management, coordination, support, and administration necessary to monitor the Contractor's operations and deliverables. Included in this effort is the weekly coordination with the contractor, construction management teams, FAA, CDOT, and PUB staff over the course of the project that are outside the specific tasks noted herein.

c) Preconstruction Conference: conduct the Preconstruction Conference and provide support and/or coordination of the construction documents as needed. Dibble will prepare and provide the meeting agenda and sign-in sheet, facilitate the meeting, and issue meeting minutes. The Preconstruction Conference will be held at the Airport and via video conference.

d) Preconstruction Conference Submittal Reviews and Coordination: review project submittals required at the Preconstruction Conference as identified within the contract documents but shall include at a minimum:
- Contractor's CSPP Compliance Report
- Overall and 3-Week Construction Schedules
- Material Submittal Schedule
- Schedule of Values
- Contractor's Emergency Contact Information
- List of Proposed Construction Equipment
- Barricade Plan
- Traffic Control Plan
- Contractor Quality Control Plan

e) Construction Equipment Submittal to OE/AAA: coordinate with the Contractor and Airport in developing and submitting the anticipated construction equipment with associated heights, locations, and timeframes to the FAA Airspace Review OE/AAA website.

2) Construction Coordination and Inspection Services (Cost + Fixed Fee (CPFF)):

It is estimated that Construction will occur between November 2025 – August 2026. Here is the anticipated phasing and schedule:
- Planning and Permitting Phase: 4 months (November to February)
- Construction Phase: 6 months (March to August)
  - Hangar Building: 150 Calendar Days
  - Waterline and Fire Hydrant: 30 Calendar Days
  - Pavement Rehabilitation: 3 Calendar Days
  - New Asphalt Concrete Pavement: 14 Calendar Days

a) Construction Management and Administration**:** provide project management, coordination, support, and administration necessary to monitor the Contractor's operations and deliverables. Dibble will also closely work with the City of Pueblo staff on the progress of the Hangar Building.

b) Site Visits and Observations: the Construction Resident Engineer will provide periodic site visits (estimated at 1 day per week, 6 hours/day) for overall conformance of the construction project with the standards identified within the design, including compliance with safety and construction traffic control in accordance with the CSPP. This day on site will be coupled with the day that weekly construction meeting is held for efficiency. It is estimated that the Resident Engineer will be on site approximately 144 hours over the 6-month construction phase.

During construction of the civil items (utilities and pavement) the construction inspector will be on site to observe for conformance to the respective local and/or federal requirements. It is estimated that the construction inspector will be on site approximately 20 days over the 6-month construction phase (estimated at 10 hours/day) for 200 total hours.

c) Weekly Construction Meetings: prepare the weekly construction meeting agendas, facilitate the meetings, and issue meeting minutes. The Resident Engineer (in-person) and Construction Inspector (remotely) will attend these weekly meetings to stay current on the construction activities.

d) Weekly Certified Payroll and Davis Bacon Review: coordinate and review, on a weekly basis, all certified payroll documentation required for this project to be compliant with the contract documents and Federal Davis Bacon Wage Determinations, (Contractor and subcontractors on a weekly basis). This effort also includes assisting the contractors obtain federally approved positions not specifically identified in the current federal rates and fringes.

e) Contractor Employee Federal Interviews: the construction inspector will perform the Federal Interviews in accordance the FAA requirements, for Labor Standards compliance verification. Multiple interviews will be conducted weekly with different staff. Records of the interview will be kept and submitted to the FAA upon completion of the project.

f) Weekly FAA Reports (5370-1): develop the weekly FAA 5370-1 Construction progress reports and submit to the FAA. Reports include record of daily activities, working staff, manhours, equipment, weather, completion progress, material acceptance, quality control reports, and changes to the construction plans.

g) Monthly Payment Application Coordination and Review: review and track project quantities in the field and on the Contractor's As-Builts. Coordinate these inspected quantities with the contractor and coordinate prior to the submittal of monthly payment applications. Assist the airport in the regular draw-down of the federal grant for payment on the construction services.

h) Change Order Review and Coordination: coordinate and review Contractor Change Order Requests (COR), including verification of project quantities as needed, (estimated at approximately 4 COR's). A complete cost analysis will be prepared (as needed) for each change order that may occur.

i) Material Shop Drawing Review and Coordination: review and provide a response to construction material and general project submittals as requested, estimated at approximately 50 original submittals. It will also be estimated that the Contractor will need to resubmit approx. 15 of the original submittals for a total amount of 65 submittal reviews during the project.

j) RFI Review and Coordination: coordinate, review and provide a response to construction and general project Requests for Information (RFI), (estimated at approximately 25 RFI's).

k) ESI Review and Coordination: coordinate, review and develop necessary Engineering Supplemental Information (ESI) documents, additional details, or sketches as revisions to the construction specifications and/or plans, (estimated at approximately 4 ESI's).

l) DBE Compliance and Coordination: coordinate and review all DBE efforts and documentation required for this project to be compliant with the contract documents.

m) QA/QC Testing Coordination and Review: coordinate, schedule, observe, and review QA/QC actions. This includes scheduling of QA testing activities, ensuring the contractor is scheduling the QC testing activities, reporting the QA/QC results, reviewing the results with the team, and any recommendations that might be required to ensure the project is meeting the material specifications.

n) Substantial Completion Walk Inspection: conduct the Substantial Completion Walk required before the opening phase to aircraft operations. The Dibble Team will schedule the meeting, invite the project stakeholders including FAA, CDOT, PUB, and project team members.

o) Punchlist(s) and Coordination(s): Dibble will prepare, manage, submit, and re-evaluate the punchlist. Dibble will ensure the punchlist is completed within project deadlines.

3) Post Construction Services (Lump Sum):

a) QA and QC Testing Summary Report: prepare a final report that collects and summarizes the quality assurance and quality control testing and results that took place during the construction project. The report shall meet the FAA NWMR DEN ADO guidelines and requirements. The report shall include, at a minimum:
- QA and QC Testing Summary
- CMP Testing Frequency
- Test Results of all FAA Specs (i.e. P-152, P-401)
- Project Details
- Special Inspections
- Job Mix Formulas
- Inspector's Reports

b) Final Inspection: conduct the Final Completion walks for the construction project. The construction inspector shall also attend the site walk. The FAA, Airport, Construction Resident Engineer, and construction inspector shall all attend.

c) Final Construction Report and Coordination: coordinate, prepare, and submit the Final Construction Report in accordance with the FAA ADO guidelines and requirements. Electronic and hard copies will be provided to PUB and FAA. The report shall include, at a minimum:
- Summary of Project
- Summary of Change Orders
- Summary of Testing Reports (QA and QC)
- Project Fee Breakout
- Record Drawings
- DBE Summary
- Federal Labor Summary
- Before and After Construction Photos
- Pavement Classification Numbers (PCR and 5010)

d) Record Drawings: develop and submit Final Record Drawings based on Contractor redlines and field changes issued during construction, including RFI's/ESI's. Electronic and hard copies will be provided to PUB and FAA.

e) Final As-Built Survey and Submittal to FAA AGIS Database: this item will include multiple stages of efforts. First, perform the final As-Built Survey of the complete project, in accordance with FAA AC 150/5300-18.

Secondly, modify the data in preparation of submittal to the ADIP/AGIS system. Upon completion of the data development, upload the as-built survey data and files to the FAA AGIS system and coordinate with the FAA staff on reviews and acceptance of the data.

This item also includes the development of the Statement of Work. That will first be submitted to the FAA for review and approval, then we will coordinate with the FAA on the survey data submittal.

f) ALP Update: amend and update the most recent (FAA Approved) ALP set to reflect the modifications made to the airport at the completion of the project. The following sheets are anticipated to be updated based on the current 2022 ALP set, at a minimum:
- Sheet 4 – Airport Layout Plan - Existing
- Sheet 5 – Airport Layout Plan - Future
- Sheet 19 – Terminal Area - Existing
- Sheet 20 – Terminal Area - Future

- Sheet 23 – Exhibit A - Airport Property Map

Once finalized, approved, and signed by the FAA and Airport, electronic and hard copies will be returned to the FAA and Airport as requested.

g) Final Payment Application: coordinate the final inspected quantities with the contractor and coordinate prior to the submittal of final payment applications. We will assist the airport in the draw-down of the federal grant for payment on the construction services.

Miscellaneous Items

4) Miscellaneous and Assumptions:

a) Subconsultants:
   1. Survey – Delta Field Services
   2. QA Testing/Special Inspections – Ground Engineering
   3. Electrical Engineering Support – CR Engineers

b) All record drawings are to be prepared in AutoCAD Civil 3D 2023.

c) The following number of trips are anticipated by the Construction Manager/Resident Engineer and Construction Inspector for the Construction Phase:
   1. Pre-Construction Phase: 4 trips
   2. Construction Coordination and Inspection Phase:
      i. Resident Engineer = 24 trips
      ii. Construction Inspector = 20 trips
      iii. Direct costs including Lodging, Meals, and Mileage will be anticipated for each day/night that the inspector/resident engineer is on site. All applicable 2025 federal per diems, mileage rates, etc. will be applied.
   3. Post Construction Phase: 3 trips

5) Exclusions To This Scope of Work:

a) Full construction phase services.
b) Daily inspections on the project.
c) Management of Hangar Building project specifics and administrative coordination with the City.
d) Landscape, Irrigation, and Environmental Services including a federal CATEX, EIS, or EA.
e) Structural Engineering, Mechanical, or Architectural Design Services.
f) Construction Staking.
g) Construction Quality Control Testing.

Pueblo Memorial Airport
Taxilane Rehabilitation and New Hangar CA
FAA AIP No. 3-08-0046-052-2025
August 28, 2024

APPENDIX C – IDENTIFICATION OF PERSONNEL AND TASK RESPONSIBILITY

Dibble (Prime Consultant):

Contact Information:

John Cessar, P.E.
O: 303.872.5756
john.cessar@dibblecorp.com

Task/Responsibility:

- Construction Manager
- Overall Project and Contract Management
- Team Coordination during the Construction Phase (Airport, FAA, Contractor)

Ground (Subconsultant):

Contact Information:

Daniel Turpaud
O: 719-284-6860
daniel.turpaud@groundeng.com

Task/Responsibility:

- Quality Assurance Testing

CR Engineers (Subconsultant):

Contact Information:

Catherine Alcorn, P.E.
O: 480-816-5541
calcorn@creng.com

Task/Responsibility:

- Electrical

Delta Field Services (Subconsultant):

Contact Information:

Corey Weber, P.L.S.
C: 612-363-2988
corey.weber@deltafieldservices.com

Task/Responsibility:

- As-Built Survey

Pueblo Memorial Airport
Taxilane Rehabilitation and New Hangar CA
FAA AIP No. 3-08-0046-052-2025
August 28, 2024
APPENDIX B – FEE SCHEDULE

Please see Fee Schedule below:

A. Preconstruction Phase Services

		Fee	Type		
1	Dibble (Civil and Construction Manager)	$34,172.34	Lump Sum	$34,172.34	
	Preconstruction Phase Subtotal	$34,172.34		$34,172.34	$0.00

B. Construction Coordination and Inspection Services

		Fee	Type		
1	Dibble (Civil and Construction Manager)	$126,631.02	Cost + Fixed Fee	$126,631.02	
2	Ground (Quality Assurance Testing)	$14,885.00	T&M		$14,885.00
3	CR Engineers (Electrical Construction Support)	$9,985.13	T&M		$9,985.13
	Construction Coordination and Inspection Phase Subtotal	$151,501.15		$126,631.02	$24,870.13

C. Post Construction Phase Services

		Fee	Type		
1	Dibble (Civil and Construction Manager)	$36,952.84	Lump Sum	$36,952.84	
2	Delta Field Services (As-Built Survey)	$6,800.00	Lump Sum		$6,800.00
	Post Construction Phase Subtotal	$43,752.84		$36,952.84	$6,800.00

	TOTAL	Dibble	Subconsultants
Total	***$229,426.33***	***$197,756.20***	***$31,670.13***

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 22, 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 THE COLORADO STATE FAIR AUTHORITY, A SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a license agreement for the use of facilities at the Colorado State Fairgrounds in support of a community clean up event scheduled to be held on October 18, 2022.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo will be executing a City-wide clean up event to be held on October 18, 2025, at the Colorado State Fairgrounds for the benefit of City of Pueblo residents. The Colorado State Fair has requested the City enter into a license agreement for use of the facility to host the event. All fees associated with the use of the facility have been waived under the terms of the license agreement.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CITY OF PUEBLO CLEAN UP (251018)

ORDINANCE NO.

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

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

SECTION 1.

The License Agreement for Use of a Facility between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado State Fair Authority, a subdivision of the State of Colorado, a copy of which is attached hereto "Agreement", having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

NO: _____

USE PERMIT & RENTAL CONTRACT

This agreement made and entered into this_____day of_____, 2025 and between the Colorado State Authority, hereinafter known as the AUTHORITY, and

ORGANIZATION / EVENT NAME: CITY OF PUEBLO / PUEBLO TEAM UP TO CLEAN UP
CONTACT: ANDREW HAYES, DIRECTOR OF PUBLIC WORKS
ADDRESS: 211 E. D STREET
CITY: PUEBLO STATE: CO ZIP: 81003
PHONE: 719-553-2267 (office) / 719-252-4874 (cell) EMAIL: ahayes@pueblo.us

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

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

Date(s) of Event: SATURDAY, OCTOBER 18, 2025
Time of Event: 8:00 AM TO 3:00 PM
Authorized MOVE IN period: 8:00 AM to 7:00 PM on FRIDAY, OCTOBER 17, 2025
Move-Out Period: BY 5:00 PM MONDAY, OCTOBER 20, 2025

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

Now, therefore, in consideration of rental price as follows:
RENTAL FEE: WAIVED - INCLUDES RENTAL PERIOD ABOVE.
DAMAGE DEPOSIT: WAIVED
ADDITIONAL MOVE-IN/MOVE-OUT FEES: WAIVED
SET-UP/CLEAN-UP FEE: WAIVED - CUSTOMER TO PERFORM SET UP & CLEAN UP.

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

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

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

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

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

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

TERMS OF USE

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

_____1) PAYMENT: All base payments, estimated adjustable charges and refundable damage deposit payments are due fourteen days prior to above stated event. Percentage and additional adjustable charge payments, if applicable, are due and payable immediately following said event. An additional $0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

_____2) AGREEMENT TERMINATION: the AUTHORITY reserves the right to terminate this agreement at any time, with cause upon giving written notice thereof.

_____3) DATE RESERVATIONS AND CANCELLATIONS: the AUTHORITY will not guarantee availability of buildings/facilities nor hold date for those who have not submitted a non-refundable down payment. This non-refundable down payment shall be applied to payment due for rental of buildings/facilities if the event is held. Should USER cancel scheduled event at any time, a payment of **$0.00** shall be forfeited as an office charge.

_____4) CURFEW: ALL events are to be concluded and buildings/facilities cleared per the Authorized Rental/Occupancy period above. OUTDOOR events are subject to curfew times established at the option and discretion of the AUTHORITY prior to each individual event. Security will be required for all events concluding after 9:00PM.

_____5) PARKING: USER understands and agrees that parking on the fairgrounds is shared with other USERs and no exclusive rights are granted. The AUTHORITY reserves the right to restrict or designate parking and/or traffic patterns on the fairgrounds s for the safety of patrons. The AUTHORITY reserves the right to charge for parking at their discretion. The AUTHORITY shall retain all parking revenue.

_____6) SECURITY: USER agrees to pay for adequate security officers as directed by the AUTHORITY Manager and Security Director at above stated event.

_____7) ALCOHOLIC BEVERAGES: Any use of alcoholic beverages on the Colorado State Fairgrounds is subject to the AUTHORITY approval and notification to State of Colorado, Department of Revenue, and Liquor Enforcement. The SALE of alcoholic beverages is prohibited without a valid liquor license and Food/Beverage contract with the AUTHORITY.

_____8) RESTROOM FACILITIES: Restroom facilities and supplies will be made available to USER by the AUTHORITY. USER, if required, will furnish restroom attendants.

_____9) INSTALLATIONS/DECORATIONS: USER is hereby granted permission to install at USER'S expense such items as displays, exhibits, decorations, etc., but will not be permitted to move or change any permanent fixtures attached to and a part of the building/facility, or to nail or tack any materials to the walls or ceilings of said buildings/facilities. USER further agrees to refrain from marring or defacing said building/facilities in any form whatsoever, and return premises in same condition as when received, ordinary wear and tear accepted. USER also agrees not to put tape on floors (painters tape or electrical tape may be used but must be removed after event). USE OF GLITTER, CONFETTI AND FOG MACHINES IS STRICTLY PROHIBITED; use of these items will result in forfeiture of damage deposit and/or additional fees.

_____10) REMOVAL OF EXHIBITS: USER agrees to pay the AUTHORITY (at current storage rate) for any material or merchandise left in buildings or on the premises after Authorized Rental/Occupancy period the AUTHORITY shall not be responsible for loss or damage to any merchandise or materials left on premises after event. USER also agrees to remove all signs, banners, and any other promotional material or advertisements immediately upon completion of the event. Should the AUTHORITY have to remove any of the above stated materials, the damage deposit will be retained as a clean-up/storage fee.

_____11) CLEANING: USER agrees to remove USER'S exhibits, displays, decorations, and all garbage, debris, etc., no later than 11:59 p.m. on the final day of the Rental Period. USER further agrees to return premises in same condition as when received, ordinary wear and tear accepted. All garbage must be removed from building and deposited in appropriate collection containers. The AUTHORITY agrees to remove all refuse and recycling from outside collection containers. Should USER fail to remove garbage, displays or decorations and fail to leave the building in an acceptably clean state, the damage deposit will be retained by the AUTHORITY as a clean-up fee and additional charges may apply.

_____12) ELECTRICAL POWER: Building/Facilities are rented where is, as is, with normal amount of electrical power, equipment, appliances, etc. Abnormal usage of power shall be paid by USER. No cutting into electrical lines is permitted. USER agrees to request any special electrical requirements for said event not later than two (2) weeks in advance of said event. The AUTHORITY will be sole judge of determining the availability and/or overload of electrical services and shall exercise the right to control the same.

_____13) LIABILITY: To the extent permitted by law, the USER hereby agrees to indemnify, save, defend and hold harmless the Colorado State Fair Authority, its officers, agents, servants and employees from any and all claims, causes of action, and suits accruing or resulting from damage, injury or loss to any person or persons or personal property, including all persons to whom the USER may be liable under any workmen's compensation laws, and the USER himself, and from any loss, damage, cause of action, claims, or suits for damage, including but not limited to loss of property, goods, wares, merchandise, or livestock, caused by, arising out of, or in any way connected with the exercise USER'S privileges herein.

_____14) INSURANCE/GIA: Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10- 101, et seq., C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the GIA, as applicable now or hereafter amended.

_____15) LESSOR LIABILITY EXPOSURE. Notwithstanding any other provision of this lease to the contrary, no term or condition of this lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S., as now or hereafter amended and §24-30-1501, et seq., C.R.S., as now or hereafter amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor to the above cited laws.

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

_____17) COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

_____18) CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

_____19) BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

USER/Contractor:	**State of Colorado:**
City of Pueblo, a Colorado municipal corporation Legal Name of Contracting Entity	**Colorado State Fair Authority** 1001 Beulah Ave. Pueblo, CO 81004 719.561.8484
_____ Signature of Authorized Officer*	_____ Andrea Wiesenmeyer, General Manager
Heather Graham, Mayor Printed Name & Title of Authorized Officer	
_____ Date	_____ Date
84-6000615 FEIN	

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Lea Cassidy, Controller Delegate

Date:_____

Docusign Envelope ID: 3B89EAE3-EDF3-4C9E-8FA0-E3BD0495321D

City Clerk's Office Item # Q1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION ESTABLISHING A NEW ACCOUNT PROJECT HU2511 CONCRETE IMPROVEMENTS - JONES AVE; TRANSFERRING FUNDS IN THE AMOUNT OF $1,100,000 FROM ACCOUNT PROJECT HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2511

SUMMARY:

Attached is a Resolution establishing new Account Project HU2511 Concrete Improvements - Jones Ave and Transferring Funds in the amount of $1,100,000.00 from Account Project HUAN01 to Account Project HU2511

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This resolution establishes the project and transfers funds for the upcoming concrete improvements project on Jones Avenue, between Hollywood Avenue and Lake Avenue.

FINANCIAL IMPLICATIONS:

Funds in the amount of $1,100,000.00 will be transferred from Account Project HUAN01, Street Resurfacing into Account Project HU2511 - Concrete Improvements - Jones Ave.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Docusign Envelope ID: 3B89EAE3-EDF3-4C9E-8FA0-E3BD0495321D

Denial of this Resolution will prevent the transfer of funds.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 3B89EAE3-EDF3-4C9E-8FA0-E3BD0495321D

RESOLUTION NO. 16135

A RESOLUTION ESTABLISHING A NEW ACCOUNT PROJECT HU2511 CONCRETE IMPROVEMENTS - JONES AVE; TRANSFERRING FUNDS IN THE AMOUNT OF $1,100,000 FROM ACCOUNT PROJECT HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2511

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Account Project HU2511 - Concrete Improvements - Jones Ave is hereby established.

SECTION 2.

Funds in the amount of $1,100,000.00 are hereby transferred from Account Project HUAN01 - Street Resurfacing to Account Project HU2511 - Concrete Improvements - Jones Ave.

SECTION 3.

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 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

Docusign Envelope ID: 3B89EAE3-EDF3-4C9E-8FA0-E3BD0495321D

City Clerk's Office Item # Q2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 22, 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 UNITED WAY OF PUEBLO COUNTY, COLORADO, INC. IN THE AMOUNT OF $750 TO SPONSOR THE 103RD UNITED WAY PUEBLO COUNTY CAMPAIGN KICKOFF AT 11:30 AM AT THE PUEBLO CONVENTION CENTER ON WEDNESDAY, SEPTEMBER 17, 2025

SUMMARY:

Attached for consideration is a request for support of United Way of Pueblo County in the amount of $750 to sponsor their 103rd United Way Pueblo County Campaign Kickoff at 11:30 AM at the Pueblo Convention Center on Wednesday, September 17, 2025.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2022 for $500.

BACKGROUND:

City Council Member Sarah Martinez is requesting $750 to sponsor United Way of Pueblo County's Campaign Kickoff. The event will take place on Wednesday, September 17, 2025, at 11:30 AM at the Pueblo Convention Center.

The Campaign Kickoff launches the annual fundraising drive. It brings together donors, workplaces, sponsors, and volunteers to announce goals, share impact stories, and energize the community to give, advocate, and volunteer for the year ahead.

Sponsorship funds will provide critical support to cover costs associated with hosting the kickoff event, which is crucial in raising additional funds throughout the year.

FINANCIAL IMPLICATIONS

Docusign Envelope ID: 3B89EAE3-EDF3-4C9E-8FA0-E3BD0495321D

Payment of funds in the amount of $750 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to United Way of Pueblo County, Colorado, INC.

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. Sponsorship Request Packet - United Way Pueblo County - 103rd United Way Pueblo County Campaign Kickoff
2. SOS - United Way Pueblo County pulled 9.3.25
3. 2025 Contingencies (Council) United Way Pueblo County - Campaign Kick Off

Docusign Envelope ID: 3B89EAE3-EDF3-4C9E-8FA0-E3BD0495321D

RESOLUTION NO. 16136

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO UNITED WAY OF PUEBLO COUNTY, COLORADO, INC. IN THE AMOUNT OF $750 TO SPONSOR THE 103RD UNITED WAY PUEBLO COUNTY CAMPAIGN KICKOFF AT 11:30 AM AT THE PUEBLO CONVENTION CENTER ON WEDNESDAY, SEPTEMBER 17, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $750 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to United Way of Pueblo County to sponsor the 103rd United Way Pueblo County Campaign Kickoff at 11:30 AM at the Pueblo Convention Center on Wednesday, September 17, 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: September 22, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51623AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

city of PUEBLO colorado

Sponsorship Request

**Please submit requests at least one month in advance to allow for adequate processing time

Requestor Name	United Way Pueblo County
Date	08/28/2025
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	United Way of Pueblo County
Organization Website	www.pueblounitedway.org
Please share your business or organizations mission/goals	Our Mission: To serve as a trusted community leader by leveraging resources in support of collaborative solutions.
Sponsorship request for	Event
Requested Amount	800.00
Describe how contribution will be used	Funds received would be used for general operating support for our 103rd campaign kicking off this fall and would provide critical support to the community through direct service and grant-making. Investments from key partners like the City of Pueblo show local community support and buy-in as we leverage them to raise additional funds.
Event Title	103rd United Way Pueblo County Campaign Kickoff
Event Date	09/17/2025
Event Time	11:30 AM (MDT)
Event Location	Pueblo Convention Center
Admission to this event is	Paid
IF PAID IS SELECTED Cost of Admission	$60 per ticket, $600 and $800 Sponsorship Levels
Event Description:	A United Way Campaign Kickoff launches the annual fundraising drive. It brings together donors, workplaces, sponsors, and volunteers to announce goals, share impact stories, and energize the community to give, advocate, and volunteer for the year ahead.

Does your organization hold multiple events per year?	Yes
If yes, please list the event titles and a short description.	On the Hook Karaoke- is UWPC's community karaoke fundraiser where local performers rally pledges and audience support. Proceeds power United Way of Pueblo County programs and services for local families.
Sponsorship Benefits	See Attached Forms
Company/Organization Classification	• Non-Profit
Is your organization currently in good standing with the Secretary of State?	Yes
Have you applied for CSAC funding?	No
What other organizations or entities are you requesting funding from?	We are looking for support throughout the community from various individuals, businesses and organizations, and Pueblo County Government.
What population(s) does your organization primarily serve? (multi select)	• Disadvantaged – low income • Youth • Adults • Families • Senior Citizens • LGBTQ+ • Persons with disabilities • Veterans • Unhoused individuals
How many individuals did your organization serve last year?	5000+
Please upload supporting documents such as sponsorship request letter, event flyer etc.	

Payment Details

Make check payable to	United Way Pueblo County
Address	PO Box 11566 Pueblo, CO 81001
Phone Number	719-225-8580

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) 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 using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to **vendorinfo@pueblo.us**.

Download the **Vendor Application**

HEADMASTER SPONSORSHIP

$800

- TABLE SPONSOR: 10 PREFERRED SEATS AT CAMPAIGN KICKOFF LUNCHEON
- 4 TICKETS TO THE PUEBLO BULLS HOCKEY GAME DATE (TBA) "HARRY POTTER NIGHT"
- LISTING ON SPONSOR RECOGNITION DIGITAL SIGNAGE AT EVENT
- EXCLUSIVE POST EVENT THANK YOU E-BLAST
- SPONSOR RECOGNITION LISTED ON PRINTED AGENDA
- NAME RECOGNITION ON TABLE AT EVENT
- SPOTLIGHT ON UWPC SOCIAL MEDIA
- VERBAL RECOGNITION AT EVENT
- LOGO WITH LINK ON UWPC EVENT WEBSITE

MAKE A GREATER IMPACT & CREATE

MAGIC

UNITED WAY PUEBLO COUNTY

TRIWIZARD SPONSORSHIP

$600

- TABLE SPONSOR: 8 TICKETS TO CAMPAIGN KICKOFF LUNCHEON
- LISTING ON SPONSOR RECOGNITION DIGITAL SIGNAGE AT EVENT
- EXCLUSIVE POST EVENT THANK YOU E-BLAST
- SPONSOR RECOGNITION LISTED ON PRINTED AGENDA
- NAME RECOGNITION ON TABLE AT EVENT
- SPOTLIGHT ON UWPC SOCIAL MEDIA
- LOGO WITH LINK ON UWPC EVENT WEBSITE

MUGGLE INDIVIDUAL TICKET
$50

COMMUNITY RESILIENCE

YOUTH SUCCESS

ECONOMIC MOBILITY & OPPORTUNITY

NONPROFIT CAPACITY DEVELOPMENT

Dear Community Champion,

We are pleased to announce that you have been accepted to attend the 103rd Annual United Way Pueblo County Kickoff Luncheon, a gathering of noble hearts, brave spirits, and generous minds who, like you, believe in the magic of a stronger, more united community.

103rd Term begins on:
Wednesday, September 17, 2025
Time: 11:30 AM - 1:00 PM
Location: Pueblo Convention Center

Please arrive by broom, Floo Powder, Portkey, or simply by car.
Muggles are, of course, most welcome.
Wands are optional; enthusiasm, kindness, and a hunger for change are required.

Lunch will be provided by the House Elves of Culinary Excellence, and together we'll cast the first spell of our 103rd Campaign to uplift every corner of our community.

Sponsors, for full inclusion in electronic and print materials, please register by September 3, 2025.
Muggles, purchase tickets by September 10, lest your seat vanish like a disappearing spell.
All tickets and sponsorships can be purchased at www.pueblounitedway.org/kickoff.
For any questions, please contact Mario Gernazio at give@pueblounitedway.org or (719) 225-8580.

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,

UNITED WAY OF PUEBLO COUNTY, COLORADO, INC.

is a

Nonprofit Corporation

formed or registered on 03/21/1969 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 19871282266 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/29/2025 that have been posted, and by documents delivered to this office electronically through 09/03/2025 @ 12:57:35 .

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 09/03/2025 @ 12:57:35 in accordance with applicable law. This certificate is assigned Confirmation Number 17652209 .

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."

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
5/12/25	NALC - Boys and Girls Club		$ 1,000.00		$ 68,859.88
5/12/25	School District 60 Edu. Foundation Inc - Cornhole at Dutch Clark Stadium		$ 1,000.00		$ 67,859.88
5/12/25	Colorado Preservation Inc. - On the Road		$ 1,000.00		$ 66,859.88
5/27/25	Dancing with the Pueblo Starz - Pueblo Diversified Industries		$ 1,500.00		$ 65,359.88
5/27/25	Rollin on the Riverwalk		$ 2,500.00		$ 62,859.88
5/27/25	YMCA of Pueblo - Moonlight on the Mountain Celebration		$ 1,500.00		$ 61,359.88
6/9/25	Honor Flight of So Co - Summer Bash 2025		$1,400.00		$ 59,959.88
6/9/25	Pueblo FireFighters Historical Society		$ 750.00		$ 59,209.88
6/9/25	Pueblo Chamber of Commerce - Chile Festival Balloon Fest		$ 2,500.00		$ 56,709.88
6/9/25	CATCH Youth - Pignanelli Partners		$ 750.00		$ 55,959.88
6/9/25	HardKnox		$ 3,500.00		$ 52,459.88
6/23/25	Pueblo County Pickleball Association - So Co Championship		$ 750.00		$ 51,709.88
6/23/25	Pueblo Rangers Soccer Club		$ 750.00		$ 50,959.88
6/23/25	Mariposa Center for Safety - Tribute to Women		$ 2,500.00		$ 48,459.88
6/23/25	Sangre de Cristo Arts and Conference Center		$ 1,750.00		$ 46,709.88
7/14/25	SRDA BBQ Fundraiser & Cruise In		$ 1,000.00		$ 45,709.88
7/14/25	Lake Avenue Community Church		$ 2,500.00		$ 43,209.88
7/14/25	~~The Pueblo Historical Aircraft Society~~		$ -		$ 43,209.88
7/14/25	The Roselawn Company		$ 1,700.00		$ 41,509.88
7/14/25	PAWS for Life - Pints for Paws		$ 1,500.00		$ 40,009.88
7/28/25	Latinas First Foundation 13th Annual Luncheon		$ 1,500.00		$ 38,509.88
7/28/25	Assistance League Pueblo - Holiday Fashion Show Preview		$ 2,500.00		$ 36,009.88
7/28/25	The Pueblo Historical Aircraft Society		$ 5,000.00		$ 31,009.88
7/28/25	Noche de Fiesta		$ 1,000.00		$ 30,009.88
7/28/25	NeighborWorks Southern Colorado		$ 2,000.00		$ 28,009.88
8/11/25	Catholic Charities of Southern Colorado		$ 1,000.00		$ 27,009.88
8/11/25	UCHealth Parkview Foundation - 44th Annual Starlight Gala		$ 1,500.00		$ 25,509.88
8/11/25	Southern Colorado Equality Alliance - Pueblo Pride		$ 1,000.00		$ 24,509.88
8/25/25	Voices Against Gun Violence		$ 1,000.00		$ 23,509.88
8/25/25	Spark by Project Helping Suicide Memory Walk		$ 1,000.00		$ 22,509.88
9/8/25	Garcia Foundation - The PLACE		$ 750.00		$ 21,759.88
9/8/25	Servicios de La Raza - Joven Noble		$ 1,000.00		$ 20,759.88
9/8/25	Pueblo County Historical Society - Living History: Clay Jenkinson as Roosevelt and Oppenheimer		$ 1,000.00		$ 19,759.88

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City Clerk's Office Item # Q3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 22, 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 LATINO VETERANS ASSOCIATION IN THE AMOUNT OF $1,500 TO SPONSOR THE 10TH ANNUAL PUEBLO LATINO VETERANS LEGACIES OF COURAGE AWARDS CEREMONY AT 5:00 PM AT THE PUEBLO CONVENTION CENTER ON SATURDAY, OCTOBER 4TH, 2025

SUMMARY:

Attached for consideration is a request for support of Pueblo Latino Veterans Association in the amount of $1,500 to sponsor the 10th Annual Pueblo Latino Veterans Legacies of Courage Awards Ceremony at 5:00 PM at the Pueblo Convention Center on Saturday, October 4th, 2025. Sponsorship funds will be used to cover costs to host the fundraiser, and proceeds will go towards building a Latino Veterans Memorial. This sponsorship tier includes 6 seats and a film page ad.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Sarah Martinez is requesting $1,500 to sponsor Pueblo Latino Veterans Association 10th Annual Pueblo Latino Veterans Legacies of Courage Awards Ceremony. The event will take place on Saturday, October 4th, 2025, at 5:00 PM at the Pueblo Convention Center.

During Hispanic Heritage Month, the Pueblo Latino Veterans Committee recognizes Pueblo Latino Veterans for their courage to country, community and other veterans. Over 200 people attended last year's ceremony where they honored five veterans serving our country and one posthumously in the Air Force. Other awardees served in the Marines, Air Force, Army and Navy. The association's long-term goal is to

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build a Latino Veterans Memorial to record the names of all recipients of this award to create a lasting memorial to their service. The Awards Ceremony is their only fundraiser, and all proceeds will go towards building the memorial.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,500 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Pueblo Latino Veterans Association.

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. Sponsorship Request Packet - Pueblo Latino Veterans Legacies of Courage Awards Ceremony
2. SOS - Pueblo Latino Veterans Association - Pulled 9.9.25
3. 2025 Contingencies (Council) Pueblo Latino Veterans Association Legacies of Courage Awards Ceremony

Docusign Envelope ID: 3B89EAE3-EDF3-4C9E-8FA0-E3BD0495321D

RESOLUTION NO. 16137

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO LATINO VETERANS ASSOCIATION IN THE AMOUNT OF $1,500 TO SPONSOR THE 10TH ANNUAL PUEBLO LATINO VETERANS LEGACIES OF COURAGE AWARDS CEREMONY AT 5:00 PM AT THE PUEBLO CONVENTION CENTER ON SATURDAY, OCTOBER 4TH, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,500 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Pueblo Latino Veterans Association to sponsor the 10th Annual Pueblo Latino Veterans Legacies of Courage Awards Ceremony at 5:00 PM at the Pueblo Convention Center on Saturday, October 4th, 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: September 22, 2025

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

city of PUEBLO colorado

Sponsorship Request

**Please submit requests at least one month in advance to allow for adequate processing time

Requestor Name	Gloria Gutierrez
Date	09/10/2025
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Pueblo Latino Veterans Association
Organization Website	NA
Please share your business or organizations mission/goals	The Legacies Courage Awards Ceremony recognizes and honors our Latino Veterans for their service to our country, community and others during Hispanic Heritage month. Our long term goal is to build a Latino Veterans Memorial to record the names of all our recipients so that there is a legacy for their family and community members to know about their courageous service to our country, community, and other veterans.
Sponsorship request for	Event
Requested Amount	$1,500
Describe how contribution will be used	Sponsorship funds will be put towards costs to host the fundraiser. Proceeds will go to building a Latino Veterans Memorial
Event Title	Pueblo Latino Veterans Legacies of Courage Awards Ceremony
Event Date	10/04/2025
Event Time	5:00 PM (MDT)
Event Location	Pueblo Convention Center
Admission to this event is	Paid
IF PAID IS SELECTED Cost of Admission	$50 / person
Event Description:	5-5:30 PM Program starts with social and entertainment by Mariachi Lobos Color Guard presentation and POW missing soldier ceremony, dinner, proclamation presented, guest speaker, awards presentation. During Hispanic Heritage Month, September 15—October 15, the Pueblo Latino

Veterans Committee recognizes Pueblo Latino Veterans for their courage to country, community and other veterans. This year is our Tenth Annual Pueblo Latino Veterans Legacies of Courage Awards Ceremony at the Pueblo Convention Center on October 4, 2025.
Over 200 people attended last year's Legacies of Courage Ceremony. We honored five veterans serving our country and one posthumously in the Air Force; other awardees served in the Marines, Air Force, Army and Navy. We continue to hear favorable comments from awardees and their families that it was an emotional and heartwarming event.

Does your organization hold multiple events per year?	No
Sponsorship Benefits	6 seats and film page ad (due by 9/26)
Company/Organization Classification	• Non-Profit
Is your organization currently in good standing with the Secretary of State?	Yes
Have you applied for CSAC funding?	No
What other organizations or entities are you requesting funding from?	El Poma Foundation, Sunflower Bank, City, UC Health, Common Spirit and others Missed the deadline for CSAC.
What population(s) does your organization primarily serve? (multi select)	• Veterans
How many individuals did your organization serve last year?	200+

Payment Details

Make check payable to	Pueblo Latino Veterans Association
Address	1925 E. ORMAN AVE. SUITE 156 PUEBLO CO 81004
Phone Number	719-334-1503

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) 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 using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to vendorinfo@pueblo.us.

Download the **Vendor Application**

Pueblo Latino Veterans
Legacies of Courage

Pueblo Convention Center | 320 Central Main Street, Pueblo CO, 81003

October 4, 2025



June 1, 2025

Mayor Heather Graham
& Pueblo City Council Members
1 City Hall Pl.
Pueblo, CO 81003

Dear Mayor Graham &
Pueblo City Council Members,

During Hispanic Heritage Month, September 15—October 15, the Pueblo Latino Veterans Committee recognizes Pueblo Latino Veterans for their courage to country, community and other veterans. This year will be our Tenth Annual Pueblo Latino Veterans Legacies of Courage Awards Ceremony at the Pueblo Convention Center on October 5. 2025.

Over 200 people attended last year's Annual Pueblo Latino Veterans Legacies of Courage Ceremony. We honored five veterans serving our country and one posthumously in the Air Force; other awardees served in the Marines, Air Force, Army and Navy. We continue to hear favorable comments from awardees and their families that it was an emotional and heart-warming event.

Members of the Pueblo Latino Veterans Committee include: Laura Sandoval Adams, George Autobee, Gloria Gutierrez, Sal Katz, Betty Martinez, Jose Ramirez,Nick Romero, Antonio Serna, Mike Sexton.

To date we have awarded 49 individuals with the Latino Veterans Legacies of Courage Awards since 2015 and we are requesting your sponsorship for this important project in 2025. Our long term goal is to build a Latino Veterans Memorial to record the names of all our awardees so that there is a legacy for their family and community members to know about their courageous service to our country, community, and other veterans. The Awards Ceremony is our only fundraiser and all proceeds will go to building a Latino Veterans Memorial. We were approved as a 501c3 by the Secretary of State of Colorado. Many of our recipients volunteer in assisting veterans with access to housing, food and clothing distributions and other resource agencies to assist veterans.

We hope that you will consider sponsoring the **Pueblo Latino Veterans Legacies of Courage Awards Ceremony for 2025. Attached is the Sponsorship Form.** If you have any questions, feel free to contact me at 719-334-1503 or by email at pueblolatinovetetans2015@gmail.com.

Sincerely,

Gloria Gutierrez, President
Pueblo Latino Veterans
"Legacies of Courage"
Committee

Sponsorship Form
Brochure

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,

Pueblo Latino Veterans Association

is a

Nonprofit Corporation

formed or registered on 12/21/2024 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 20248339664 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/04/2025 that have been posted, and by documents delivered to this office electronically through 09/09/2025 @ 10:41:56 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/09/2025 @ 10:41:56 in accordance with applicable law. This certificate is assigned Confirmation Number 17668629 .

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."

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
5/12/25	NALC - Boys and Girls Club		$ 1,000.00		$ 68,859.88
5/12/25	School District 60 Edu. Foundation Inc - Cornhole at Dutch Clark Stadium		$ 1,000.00		$ 67,859.88
5/12/25	Colorado Preservation Inc. - On the Road		$ 1,000.00		$ 66,859.88
5/27/25	Dancing with the Pueblo Starz - Pueblo Diversified Industries		$ 1,500.00		$ 65,359.88
5/27/25	Rollin on the Riverwalk		$ 2,500.00		$ 62,859.88
5/27/25	YMCA of Pueblo - Moonlight on the Mountain Celebration		$ 1,500.00		$ 61,359.88
6/9/25	Honor Flight of So Co - Summer Bash 2025		$1,400.00		$ 59,959.88
6/9/25	Pueblo FireFighters Historical Society		$ 750.00		$ 59,209.88
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8/25/25	Voices Against Gun Violence		$ 1,000.00		$ 23,509.88
8/25/25	Spark by Project Helping Suicide Memory Walk		$ 1,000.00		$ 22,509.88
9/8/25	Garcia Foundation - The PLACE		$ 750.00		$ 21,759.88
9/8/25	Servicios de La Raza - Joven Noble		$ 1,000.00		$ 20,759.88
9/8/25	Pueblo County Historical Society - Living History: Clay Jenkinson as Roosevelt and Oppenheimer		$ 1,000.00		$ 19,759.88

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City Clerk's Office Item # R1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE PUEBLO CROSSINGS FILING NO.4 SUBDIVISON

SUMMARY:

The applicant is requesting to re-subdivide approximately 12-acres known as Pueblo Crossings Shopping Center to divide one lot into three.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is a single 12-acre lot developed with three multi-tenant commercial retail buildings that the applicant is requesting to subdivide into three individual lots for financing purposes. No new structures or development is proposed at this time. The subdivision necessitated access, parking, and maintenance agreements, all of which were provided in a submitted Declaration of Easements, Covenants, Conditions, and Restrictions.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 13, 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.

Docusign Envelope ID: 478438A8-AD25-46DF-A84D-D4C5F6872E70

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be subdivided which will impede development of the site.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. S-25-04 Attachments

Docusign Envelope ID: 478438A8-AD25-46DF-A84D-D4C5F6872E70

ORDINANCE NO. 11039

AN ORDINANCE APPROVING THE PUEBLO CROSSINGS FILING NO.4 SUBDIVISON

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

SECTION 1.

The final plat of the Pueblo Crossings Filing No. 4, being a subdivision of land legally described as:

A parcel of land located in the Southwest quarter of Section 1, Township 20 South, Range 65 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

All of Lot 2, Pueblo Crossing Filing No. 1, according to the recorded plat thereof as filed for record on December 18, 2003 at Reception No. 1542506 in the Pueblo County Records.

Containing 12.23 acres, more or less.

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-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.

Docusign Envelope ID: 478438A8-AD25-46DF-A84D-D4C5F6872E70

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 September 08, 2025.

Final adoption of Ordinance by City Council on September 22, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 9/24/2025 | 12:09 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: 478438A8-AD25-46DF-A84D-D4C5F6872E70

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...

_____
City Clerk

PUEBLO CROSSING FILING NO. 4

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 1,
TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: That PUEBLO CROSSING, LLC, a Delaware Limited Liability Company being sole owner of the following property:

All of Lot 2, Pueblo Crossing Filing No. 1, recorded December 18, 2003 under Reception No. 1542506, County of Pueblo, State of Colorado.

Containing 12.23 acres, more or less

Have caused the aforegoing described property to be surveyed, platted and subdivided into lots, and has shown hereon certain easements for sanitary sewer and private utilities the same to be numbered, platted, subdivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as PUEBLO CROSSING, FILING NO. 4.

All private utility easements shown hereon are hereby declared for the exclusive use of the lots shown hereon for private utility purposes. All improvements lying within private utility easements shall be the sole responsibility of the owner(s) of all lots within the subdivision to install, maintain and repair.

All drainage easements shown hereon, are hereby dedicated to the public for storm drainage and for the conveyance of stormwater across lot lines purposes. Drainage facilities located within drainage easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of the lots or parcels upon which the easements are located. 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 easements as City deems necessary in its discretion, and to recover the costs thereof, administrative expenses from said owner(s).

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Easements, Covenants, Conditions and Restrictions dated _____, and recorded in the Office of the Clerk and Recorder of Pueblo County, Colorado.

The undersigned owner(s) hereby consent to the access restrictions shown hereon.

IN WITNESS WHEREOF, Dana Haynes, Manager of PUEBLO CROSSING, LLC, a Delaware Limited Liability Company, sets their hand and seal this _____ , day of _____ , 20____ A.D.:

PUEBLO CROSSING, LLC
a Delaware Limited Liability Company

_____
Dana Haynes, Manager of Pueblo Crossing, LLC.,
a Delaware Limited Liability Company

STATE OF _____)
)SS
COUNTY OF_____)

I, _____ , a Notary Public in and for the County of _____ , State of _____ , do hereby certify that Dana Haynes, Manager of Pueblo Crossing, LLC, who is personally known to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Limited Liability Company.

WITNESS my hand and notarial seal this_____ , day of_____ ,_____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public

– SURVEYOR'S CERTIFICATION –

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38–51–106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date:

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485
For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

This is to certify that the Subdivider has complied with Alternate No. 1 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

– 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

– 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, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other roads, parks and other public improvements and rights–of–way are the sole responsibility of the Subdivider or any subsequent subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

– APPROVAL FOR RECORDING –

Approved by City Council of Pueblo, Colorado, by Ordinance No. _____.

This is to certify that the plat of PUEBLO CROSSING, FILING NO. 4 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk Date

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PUEBLO CROSSING FILING NO. 4

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SHEET 2 OF 2

JN 2500700

LOT 1
PUEBLO CROSSING
FILING NO. 3
RECEPTION NO. 2043662

LOT
3
PUEBLO CROSSING
FILING NO. 2
RECEPTION NO. 1705314

LOT
6
PUEBLO CROSSING
FILING NO. 1
RECEPTION NO. 1542506

PARCEL "A"
REARRANGEMENT OF
PROPERTY BOUNDARIES
LL-17-03
RECEPTION NO. 2077740

PARCEL "A"
REARRANGEMENT OF
PROPERTY BOUNDARIES
RECEPTION NO. 1582518

PARCEL "B"
REARRANGEMENT OF
PROPERTY BOUNDARIES
RECEPTION NO. 1582518

FOUND 2.5" ALUMINUM CAP IN RANGE BOX STAMPED "PLS 22101" STATE PLANE COORDINATES NORTHING 1608507.7667 EASTING 3252127.0240

FOUND PK NAIL & DISK P.L.S. (ILLEGIBLE) STATE PLANE COORDINATES NORTHING 1608356.9583 EASTING 3252119.0073

FOUND PK NAIL & DISK P.L.S. No. 32430 STATE PLANE COORDINATES NORTHING 1608097.0144 EASTING 3251229.4483

FOUND No. 4 REBAR w/ RED PLASTIC CAP P.L.S. No. 32430 STATE PLANE COORDINATES NORTHING 1607545.1661 EASTING 3251401.6477

FOUND PK NAIL STATE PLANE COORDINATES NORTHING 1607802.1604 EASTING 3252281.1285

FOUND 2.5" ALUMINUM CAP IN RANGE BOX STAMPED "PLS 16128" STATE PLANE COORDINATES NORTHING 1607622.4570 EASTING 3252385.7323

N75°19'58"E 678.66'

926.76'

N75°19'59"E

916.26'

N15°42'29"W 578.09'

N14°40'02"W 578.00'

922.41'

LOT 1
406,101 SF

LOT 2
67,230 SF

LOT 3
59,299 SF

18' PRIVATE UTILITY EASEMENT, INGRESS-EGRESS EASEMENT AND DRAINAGE EASEMENT RECEPTION NO. 1542506

30' INGRESS-EGRESS AND DRAINAGE EASEMENT

DRAINAGE EASEMENT

PARKING EASEMENT

SIGN EASEMENT

NO-BUILD EASEMENT
RECEPTION NO. 1542506

30' PRIVATE UTILITY EASEMENT, INGRESS-EGRESS EASEMENT RECEPTION NO. 1542506

100' UNDERGROUND ELECTRIC COMMUNICATIONS EASEMENT RECEPTION NO. 1542106

TELECOMMUNICATIONS EASEMENT (0.25') RECEPTION NO. 1585267

100' DEDICATED PUBLIC R.O.W. ELIZABETH STREET

WATER METER, FIRE HYDRANT, LIGHT POLE, & SIDEWALK EASEMENT

BASIS OF BEARINGS

SCALE: 1" = 50'

0 25' 50' 100'

LEGEND:

P.O.B. POINT OF BEGINNING
SF SQUARE FEET
R.O.W. RIGHT OF WAY

BASIS OF BEARINGS:
THE CENTERLINE OF ELIZABETH STREET, LYING EASTERLY OF LOTS 1 AND 2, PUEBLO CROSSING FILING NO. 1 AS RECORDED IN THE RECORDS OF PUEBLO COUNTY, STATE OF COLORADO, SAID LINE BEARING N14°40'02"W AND BEING MONUMENTED AS SHOWN HEREON

LOT 1
PUEBLO CROSSING
FILING NO. 1
RECEPTION NO. 1542506

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

SUPPLEMENTAL MAP OF:
PUEBLO CROSSING FILING NO. 4

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 27,
TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SCALE: 1" = 50'

0 25' 50' 100'

LEGEND

- HANDICAP PARKING
- BOLLARD
- TE — TRASH ENCLOSURE
- MBX — MAILBOX
- BICYCLE RACK
- SIGN
- MANHOLE (UNKNOWN TYPE)
- STORM MANHOLE
- STORM GRATE
- CO — CLEANOUT
- SANITARY SEWER MANHOLE
- LIGHT POLE
- ELECTRIC VAULT
- EM — ELECTRIC METER
- EP — ELECTRIC POWER
- E — ELECTRICAL BOX
- GUY WIRE
- ELECTRIC POLE
- TELEPHONE VAULT
- TELEPHONE PEDESTAL
- GM — GAS METER
- WM — WATER METER
- FIRE HYDRANT
- WV — WATER VALVE
- W — WATER MANHOLE
- B-3 — CURRENT ZONING
- 4915 EXISTING CONTOUR (5 FOOT)
- 4911 EXISTING CONTOUR (1 FOOT)

BENCHMARK:

A CHISELED TRIANGLE ON EAST NOSE OF MEDIAN AT THE INTERSECTION OF EAGLERIDGE BOULEVARD AND ELIZABETH STREET.

ELEVATION = 4856.75
CITY OF PUEBLO DATUM

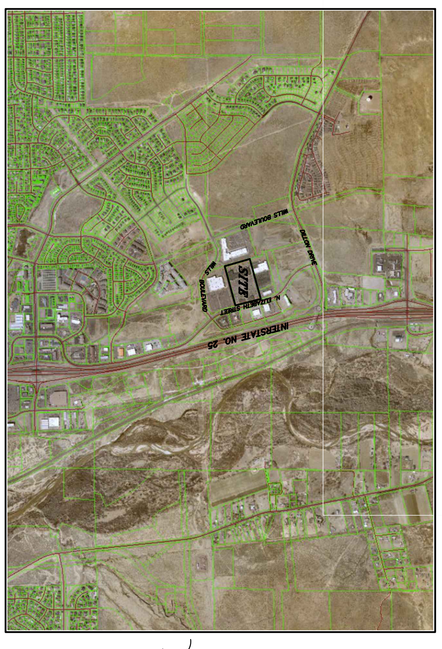
PER PUEBLO CROSSING, FILING NO. 1 IMPROVEMENT PLANS BY MANGINI REEVES, INC. DATED JANUARY 8, 2004.

NOTES:

1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.

2.) LOCATION OF UTILITIES SHOWN HEREON PER ALTA/NSPS LAND TITLE SURVEY PREPARED BY BOOK & CLARK CORPORATION (A NV5 COMPANY) DATED OCTOBER 28, 2024 WITH LAST REVISION COMPLETED ON JANUARY 30, 2025.

3.) EXISTING CONTOURS SHOWN HEREON ARE PER PUEBLO CROSSING, FILING NO. 1 IMPROVEMENT PLANS BY MANGINI REEVES, INC. DATED JANUARY 8, 2004.



VICINITY MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

SUBDIVIDER: PUEBLO CROSSING, LLC
A DELAWARE LIMITED LIABILITY COMPANY

ENGINEERS AND SURVEYORS: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO

MAY 05, 2025

JN 2500700

SHEET 1 OF 1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado

Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, July 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

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

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Boston.

Motion Passed: 7-0

Public Hearing:

2. S-25-04 Subdivision, Pueblo Crossings Fil. 4: A re-subdivision of approx. 12 acres of land known as the Pueblo Crossings Shopping Center located to the northwest of the intersection of N Elizabeth St. and Wills Blvd. Staff Report by Mikaylin Hackley, Planner.

.

Hearing: Applicant Jay Fisher was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the subdivision application meet 2 staff conditions prior to forwarding to City Council for approval, second by Boston.

Motion Passed: 7-0

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Director Planning and Community Development

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-25-04 Pueblo Crossing, Filing No. 4

DATE: August 21, 2025

Please place the above referenced submittal on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

S-25-04

July 9, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
SUBJECT:	Pueblo Crossings Fil. 4 Subdivision
APPLICANT:	Jay Fisher, NorthStar Engineering & Surveying Inc.
PROPERTY OWNER:	Pueblo Crossings LLC
LOCATION:	Northwest of the intersection of N Elizabeth St. and Wills Blvd
CONCURRENT REQUESTS:	MSP-25-02

REQUEST:
A re-subdivision of approx. 12 acres known as Pueblo Crossings Shopping Center to divide one lot into three.

BACKGROUND AND STAFF FINDINGS:

The subject property is a single 12-acre lot developed with three multi-tenant commercial retail buildings that the applicant is requesting to subdivide into three individual lots for financing purposes. No new structures or development is proposed at this time. The subdivision necessitated access, parking, and maintenance agreements, all of which were provided in a submitted Declaration of Easements, Covenants, Conditions, and Restrictions.

Planning staff has no concerns with the presented subdivision plat, but all final comments from the other City departments must be addressed before the plat can be presented at City Council and eventually recorded. City Wastewater had one comments on page 1 of the plat regarding the necessity of a sanitary sewer easement dedication note when no new easements are being proposed as well as two requested additions to the Declaration Document (see attached plat redlines). City Stormwater also had notes on the plat regarding the placement of a new cross-lot drainage easement as well as the dedication language on page 1 that appear to have been addressed. All Wastewater and Stormwater comments must be addressed prior to the subdivision being scheduled for City Council review and approval (see attached memo to applicant).

APPLICABLE REGULATIONS:

Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district 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 the requested Subdivision be APPROVED with the following noted:

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Not Applicable, Part II is not required for this subdivision
Plat Deficiencies:	See conditions for approval
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	Before scheduling this case for City Council, the applicant must amend the plat to meet the following conditions: 1. Redline plat and Declaration comments from City Wastewater must be addressed. 2. Redline plat comments from City stormwater must be addressed.

SITE CHARACTER AND COMPATIBILITY:

Site Character: The subject property is developed with one large retail building and two small strip malls with parking spaces and drive aisles in between.

Neighborhood Compatibility:

North: PUD (Pueblo Crossings II) Zone District; Developed with large-format retail

East: Highway and Arterial Business (B-3) Zone District; Developed with single-tenant commercial lots

South: Highway and Arterial Business (B-3) Zone District; Developed with large-format retail

West: Government Use (S-1) Zone District; Developed with CDOT office

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Commercial Mixed-Use. The Commercial Mixed-Use classification calls for primary land uses of large-format retail, personal services, offices, and entertainment and secondary land uses of high-density residential.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

Minimum lot size and width: All lots would meet zone district standards for the B-3 Business Zone District, including 50’ of frontage on a public street and minimum lot area of at least 5,000 sq. ft.

REFERRAL AGENCIES AND COMMENTS:

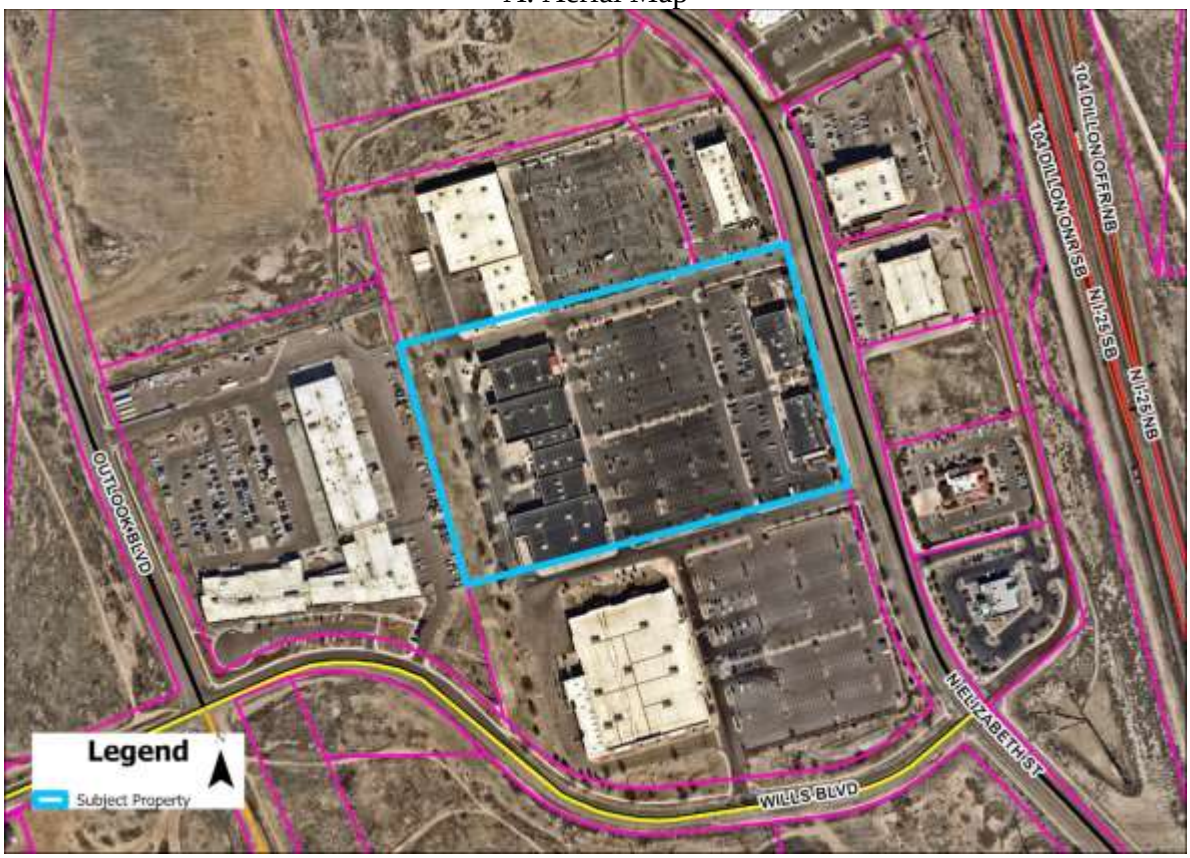
- Black Hills Energy — No comment
- CDOT — No comment
- City Fire Department — No comment
- City Law Department — No comment
- City Parks and Recreation Department — No comment
- City Public Works — No comment
- City Stormwater — See memo in attachments
- City Transportation — No comment
- City Wastewater — See memo in attachments
- Pueblo Regional Building Department — No comment

- Xcel Energy — No comment

ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Subdivision Plat
F. Supporting Documents

A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo



E. Subdivision Plat & F. Supporting Documents

To see attachments, please contact Planning at planninglanduse@pueblo.us or visit us at 211 E D St.

June 24, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from Jay Fisher for the approval of the following applications:

S-25-04 Subdivision, Pueblo Crossings Fil. 4: A re-subdivision of approx. 12 acres of land known as the Pueblo Crossings Shopping Center located to the northwest of the intersection of N Elizabeth St. and Wills Blvd.

The Planning and Zoning Commission meeting will be held on **July 9, 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. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Scott Hobson, Acting Director of Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

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Scott Hobson, Acting Director of Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER: S-25-04

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 Pueblo Crossing Filing #4 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.

June 24, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capitta

Owner	Street	City	State	Zip
5890 ELIZABETH ST LLC	PO BOX 675307	RANCHO SANTA FE	CA	92067-5307
CAVENDER REAL ESTATE LTD	7820 S BROADWAY AVE	TYLER	TX	75703-5241
DEPARTMENT OF TRANSPORTATION STATE	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
F C P T HOLDINGS LLC + TAX DEPT.	591 REDWOOD HWY STE 1150	MILL VALLEY	CA	94941
HUTTON GROWTH OF PUEBLO EX + ATT CASSANDRA SINGLETON	736 CHERRY ST	CHATTANOOGA	TN	37402-1909
KOHLS DEPARTMENT STORES INC	P O BOX 2148	MILWAUKEE	WI	53201-2148
FATOOH/HASTINGS/HERTZ/HIGGINS/GKARPATI/LKARPATI/SISLIN , CW CAPITAL ASSET MGMT	4350 VON KARMAN AVE SUITE 200	NEWPORT BEACH	CA	92660
PUEBLO PROPERTIES LLC + C/O BRIC MANAGEMENT	8110 E 32ND ST N	WICHITA	KS	67226-2625
SYDNEY CHARLES LLC + C/O LEISLE CHUNG ,	13979 STATE HWY 83	COLORADO SPRINGS	CO	80921-3116
W L ENTERPRISES LTD	PO BOX 9024	PUEBLO	CO	81008-0024

Docusign Envelope ID: 478438A8-AD25-46DF-A84D-D4C5F6872E70

City Clerk's Office Item # R2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 6201 AND 6205 SAWYER RIDGE DRIVE, LOTS 1-2, BLOCK 4, SAWYER RIDGE SUBDIVISION, FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT TO R-2U, SINGLE FAMILY ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 6201 and 6205 Sawyer Ridge Drive, Lots 1-2, Block 4, Sawyer Ridge Subdivision, from R-2, Single Family Residential Zone District to R-2U, Single Family Residential Zone District to facilitate the construction of two single family homes that utilize reduced front yard setbacks.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant is requesting to rezone 6201 (14,380 sq. ft.) and 6205 Sawyer Ridge Drive (13,849 sq. ft.) to an R-2U zone district to bring one existing home into compliance with setback requirements, and to facilitate the construction of one future home, allowing it to benefit from reduced front yard setbacks. The existing R-2 zone district requires a 25 ft. front yard setback while the R-2U zone district allows for an 18 ft front yard setback and 20 ft front yard setback to the garage from the back of the sidewalk (not the property line). The properties were subdivided and zoned R-2 in 2005, and in 2015 a large section of the Sawyer Ridge subdivision was rezoned to R-2U. The 2015 rezone followed an irregular pattern of lots, and it appears all undeveloped lots at that time were rezoned from R-2 to R-2U to allow for smaller homes and reduced setbacks. Lots 1 and 2, Block 4 are the only two lots that remained R-2 and the only lots north of Starboard Lane that were not rezoned R-2U. While there is no mention of a rationale for the R-2U rezoning pattern, staff did speak to Joe Gagliano who designed the subdivision. Mr. Gagliano believes Lot 1 and 2 were left zoned as R-2 because the original intent of Sawyer Ridge was large houses on large lots and both lots are larger than 13,800 sq. ft. 6205 Sawyer

Docusign Envelope ID: 478438A8-AD25-46DF-A84D-D4C5F6872E70

Ridge Drive has remained as an undeveloped lot. 6201 Sawyer Ridge Drive received a building permit in January of 2025 and was approved by staff with a reduced 18.8 ft. front yard setback from the garage to the property line. The home was completed in June of 2025 and during the final Certificate of Occupancy inspection staff noted the discrepancy, and that the home did not meet the 25-foot front yard setback, required by the R-2 Zone District. Staff spoke with the developer and discussed rezoning 6201 and 6205 Sawyer Ridge to a R-2 Zone District, to more closely match the development pattern within Block 4 of the Sawyer Ridge Subdivision. This would also bring 6201 Sawyer Ridge into compliance with R-2U front yard setbacks. The area to the south of Starboard Lane is zoned R-2 and represents larger lot development. The rest of the lots and homes to the north, east, and southeast are all zoned R-2U. Both lots meet the minimum lot width and sizes. The rezoning of Lots 1 and 2, Block 4, will create consistent zoning for all of Block 4 and allow more flexibility in the construction of the remaining lot.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 13, 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-25-16 Attachments

Docusign Envelope ID: 478438A8-AD25-46DF-A84D-D4C5F6872E70

ORDINANCE NO. 11040

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 6201 AND 6205 SAWYER RIDGE DRIVE, LOTS 1-2, BLOCK 4, SAWYER RIDGE SUBDIVISION, FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT TO R-2U, SINGLE FAMILY 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-2U, Single Family Residential Zone District:

Lots 1 and 2, Block 4 Sawyer Ridge 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 September 08, 2025.

Final adoption of Ordinance by City Council on September 22, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 478438A8-AD25-46DF-A84D-D4C5F6872E70

Action by the Mayor:

☒ Approved on 9/24/2025 | 12:09 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA402...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

SAWYER RIDGE SUBDIVISION

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SE 1/4 OF THE NW 1/4, A PORTION OF THE W 1/2 OF THE SE 1/4 AND PORTION OF THE E 1/2 OF THE SW 1/4 OF SECTION 2 AND A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

KNOW ALL MEN BY THESE PRESENTS: That WL Enterprises, Ltd., a New Mexico Limited Partnership, being the sole owners of the following described parcel of land:

A parcel of land being a portion of the SE 1/4 of the NW 1/4, and a portion of the W 1/2 of the SE 1/4, and a portion of the E 1/2 of the SW 1/4 of Section 2, and a portion of the NE 1/4 of the NW 1/4 of Section 11, Township 20 South, Range 65 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at a point on the west line of said E½ of the SW¼ of Section 2, said point being the intersection of said west line of E 1/2 of the SW 1/4 with the westerly right of way line of Eagleridge Boulevard, from which the southwest corner of said E 1/2 of the SW 1/4 bears S 02°29'58"W (Bearings based upon the said west line of E 1/2 of the SW 1/4, monumented at each end with a 3 1/4" brass cap, P.L.S. 9009, assumed to bear N 02°29'58"E) a distance of 956.88 feet; thence N 02°29'58"E, along said west line of E½ of the SW¼, a distance of 1680.13 feet to the northwest corner of said E½ of the SW 1/4; thence N 02°29'50"E, along the west line of said SE 1/4 of the NW 1/4, a distance of 486.30 feet to a point on the southerly right of way line of Dillon Drive (formally known as Platteville Boulevard), described in that document filed for record October 5, 1992, in Book 2617 at Pages 298–299 in the records of the Pueblo County Clerk and Recorder; thence S 62°32'57"E, along said southerly right of way line, a distance of 1386.59 feet to it's intersection with the easterly right of way line of Mesa View Drive; thence along said easterly right of way line the following three (3) courses:

1. S 27°27'03"W a distance of 429.88 feet;
2. along the arc of a curve to the left, having a radius of 525.00 feet, a central angle of 72°04'55", a length of 660.49 feet;
3. S 44°37'52"E a distance of 242.72 feet to the intersection of said easterly right of way line of Mesa View Drive with the easterly right of way line of Harper Lane;

thence along said easterly right of way line of Harper Lane the following five (5) courses:

1. S 45°22'08"W a distance of 265.60 feet;
2. along the arc of a curve to the left, having a radius of 390.00 feet, a central angle of 41°19'32", a length of 281.29 feet;
3. S 04°02'36"W a distance of 450.06 feet;
4. along the arc of a curve to the right, having a radius of 450.00 feet, a central angle of 51°22'04", a length of 403.44 feet;
5. S 55°24'40"W a distance of 205.52 feet to the intersection of said easterly right of way line of Harper Lane with said westerly right of way line of Eagleridge Boulevard;

thence along said westerly right of line of Eagleridge Boulevard the following two (2) courses:

1. N 34°35'20"W a distance of 1031.22 feet;
2. along the arc of a curve to the left, having a radius of 1175.00 feet, a central angle of 8°15'05", a length of 169.22 feet to the POINT OF BEGINNING.

Said parcel contains 64.33 acres, more or less.

Has caused the aforegoing described property to be surveyed, platted and subdivided into lots and blocks and streets and has shown hereon certain easements for drainage and for all public utilities, 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 Sawyer Ridge Subdivision.

All of the streets, easements for drainage, sidewalk and all public utilities, shown hereon, are hereby dedicated to the public for perpetual use.

Parcel "A" and Parcel "B" is hereby dedicated, as a park, to the public for perpetual use.

Parcel "C" is to be used for future development and building permits will not be issued for this parcel until a resubdivision of said Parcel "C" has been approved and utilities extended to serve the site.

Parcel "D" is hereby dedicated, for the purpose of drainage, detention and public utility, to the public for perpetual use.

A formal environmental assessment for this subdivision has not been performed; however, to the best of the undersigned owners knowledge, information, and belief, there are no known hazardous substances present within this subdivision.

Drainage facilities located within drainage easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of the lots or parcels upon which the easements are located. 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).

Lots 1 through 36, Block 1 will require ejection pumps at basements or walk out basements.

Lots 1 through 13, Block 3 and Lots 7 through 16 and 34 through 39, Block 4 require a minimum setback of 25 feet from Mesa View Drive and Dillon Drive respectively.

In witness whereof the following have set their hand:

Wayne Lovelady — 8-5-05

WAYNE LOVELADY, GENERAL PARTNER
WL ENTERPRISES, LTD., A NEW MEXICO LIMITED PARTNERSHIP — DATE

STATE OF COLORADO)
S.S.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this 5th day of August, 2005 by Wayne Lovelady, General Partner, WL Enterprises, LTD., A New Mexico Limited Partnership.

Barbara Bravo — My Commission Expires: 06-17-06

NOTARY PUBLIC

IMPROVEMENT CERTIFICATION:

This is to certify that the Subdividers have complied with Alternate No. 4 of Title 12–4–7 (J) (1) and Section 12–4–5(b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

Daniel C Cash — 11-15-05

DIRECTOR OF PUBLIC WORKS — DATE

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

[signature] — 08/09/05

CHAIRPERSON PLANNING COMMISSION — DATE

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. 7366. This is to certify that the plat of Sawyer Ridge Subdivision has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

Lynda Lauchner — 11/15/2005

CITY CLERK — DATE

LAND SURVEYOR'S CERTIFICATION:

I, ROCKY L. MANGINI, a Professional Land Surveyor registered in the State of Colorado, hereby certify to WL Enterprises, Ltd. that a survey of the above described premises was conducted by me or under my direct responsible charge in October 2004 and that this plat of Sawyer Ridge Subdivision, complies with the requirements of Plats and Maps as set forth in Section 38–35.3–209 et, seq. C.R.S. 1992 and with the minimum standards for Land Surveys and Plats as set forth in Section 38–51–101 et, seq. C.R.S. 1995 (as amended).

August 0, 2005

ROCKY L. MANGINI
PROFESSIONAL LAND SURVEYOR P.L.S. NO. 16128 — DATE

NOTICE:
Notice is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of any dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards and specifications of the City, its subdivision ordinance and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable the City Director of Parks and Recreation, the maintenance, construction, and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights–of–way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

NOTES:

1. A search for recorded rights of way and easements was done by Lawyers Title Insurance Corporation, Commitment No. LTPB0000942, having an effective date of January 28, 2005 at 7:00 A.M.
2. Bearings based on the west line of the E 1/2 of the SW 1/4 of Section 2, Township 20 South, Range 65 West of the Sixth Principal Meridian, monumented at each end with a 3 1/4" brass cap P.L.S. No. 9009, assumed to bear S 02°29'58"E.

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.

1648360
Page: 1 of 2
11/15/2005 02:52P
Chris C. Munoz PuebloCtyClk&Rec PLAT R 21.00 D 0.00

#	DATE	REVISIONS (COMMENTS)	CHECKED BY
1	2-18-05	COMMENTS 2-17-05 LAND USE ADM. COMMENTS 2-23-05 PUBLIC WORKS ENG. COMMENTS 2-17-05 PUBLIC WORKS TRAFFIC ENG.	RMS

Mangini Reeves, Inc.
Professional Engineers and Professional Land Surveyors
4718 North Elizabeth St. – Pueblo, CO
(719) 544–0865 Fax (719) 544–0876

OWNER/TITLE:	W.L. ENTERPRISES
JOB DESCRIPTION:	SAWYER RIDGE SUBDIVISION
DETAILED BY: RMS	DATE: 2–7–05
JOB NUMBER: 04–427	SCALE: 1" = 100'
FILE NAME: 04427SUB	SHEET NO. 1 OF 2
REF JOB NO.:	

SAWYER RIDGE SUBDIVISION

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SE 1/4 OF THE NW 1/4, A PORTION OF THE W 1/2 OF THE SE 1/4 AND PORTION OF THE E 1/2 OF THE SW 1/4 OF SECTION 2 AND A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

TEXT LEGEND	SYMBOL LEGEND
N.V.A. = NO VEHICULAR ACCESS	● = FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 16128 ○ = SET NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 16128 △ = SET NO. 6 REBAR WITH 2 ½" ALUMINUM CAP IN A CAST IRON MONUMENT BOX ◈ = EJECTOR PUMP REQUIRED AT BASEMENT OR WALK OUT BASEMENT

SCALE: 1" = 100'

100' 50' 0 100' 200' 300'

SCALE IN FEET

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.14	N 83°42'30"E
L2	7.19	N 85°57'24"W
L3	19.71	N 04°02'36"E
L4	29.81	N 55°00'17"E
L5	70.95	N 46°53'07"E
L6	30.00	S 36°27'02"E
L7	25.00	S 31°40'16"W
L8	9.88	S 27°27'03"W
L9	9.88	S 27°27'03"W
L10	10.71	S 35°14'22"W
L11	10.00	S 39°22'52"E
L12	15.01	S 22°13'33"E
L13	16.94	S 22°13'33"E
L14	13.31	N 87°30'02"W
L15	12.33	S 12°05'03"E
L16	19.12	S 06°54'31"E
L17	19.70	S 27°27'03"W
L18	5.53	N 87°30'02"W
L19	8.70	S 59°28'13"W
L20	9.88	S 27°27'03"W
L21	26.96	S 62°32'57"E
L22	5.53	S 87°30'02"E
L23	12.45	S 62°32'57"E
L24	8.33	S 87°30'02"E
L25	59.84	S 87°30'02"E
L26	68.17	S 87°30'02"E
L27	75.00	S 87°30'02"E
L28	5.52	N 55°24'40"E
L29	7.19	S 85°57'24"E
L30	25.00	N 13°42'30"E
L31	11.08	S 46°33'55"E
L32	16.94	S 46°33'55"E
L33	37.69	S 02°29'58"W
L34	41.46	S 62°32'57"E
L35	27.68	S 87°30'02"E
L36	3.50	S 62°32'57"E
L37	30.00	N 87°30'02"W
L38	39.42	S 62°32'57"E
L39	60.92	S 62°32'57"E
L40	8.56	S 73°26'21"E
L41	22.77	S 88°36'11"E
L42	26.14	S 88°36'11"E
L43	13.83	N 46°56'53"E
L44	16.08	N 46°56'53"E
L45	21.96	N 02°29'58"E
L46	53.04	N 02°29'58"E
L47	81.86	S 73°26'21"E
L48	48.91	S 88°36'11"E
L49	29.91	N 46°56'53"E
L50	75.00	N 02°29'58"E
L51	30.02	N 62°32'57"W
L52	21.77	N 62°32'57"E
L53	21.77	S 62°32'57"E
L54	30.02	S 62°32'57"E
L55	25.00	N 78°01'35"W
L56	16.47	N 02°29'58"E
L57	10.00	S 62°32'57"E
L58	3.50	S 62°32'57"E
L59	30.00	S 89°40'56"E
L60	30.00	S 36°27'02"E
L61	22.00	S 53°32'56"W
L62	39.88	S 27°27'03"W
L63	48.03	S 73°26'21"E
L64	25.28	S 73°26'21"E
L65	33.88	S 85°57'24"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	60.17	230.00	14°59'22"
C2	60.17	230.00	14°59'22"
C3	36.35	450.00	4°37'40"
C4	56.05	450.00	7°08'13"
C5	56.05	450.00	7°08'13"
C6	56.05	450.00	7°08'13"
C7	56.05	450.00	7°08'13"
C8	56.05	450.00	7°08'13"
C9	7.95	450.00	1°00'46"
C10	58.59	605.00	5°32'55"
C11	58.59	605.00	5°32'55"
C12	58.59	605.00	5°32'55"
C13	58.59	605.00	5°32'55"
C14	58.59	605.00	5°32'55"
C15	58.59	605.00	5°32'55"
C16	58.59	605.00	5°32'55"
C17	58.59	605.00	5°32'55"
C18	68.27	705.00	5°32'55"
C19	68.27	705.00	5°32'55"
C20	68.27	705.00	5°32'55"
C21	68.27	705.00	5°32'55"
C22	68.27	705.00	5°32'55"
C23	56.66	765.00	4°14'37"
C24	56.66	765.00	4°14'37"
C25	56.66	765.00	4°14'37"
C26	56.66	765.00	4°14'37"
C27	56.66	765.00	4°14'37"
C28	56.66	765.00	4°14'37"
C29	56.66	765.00	4°14'37"
C30	56.66	765.00	4°14'37"
C31	135.36	230.00	33°43'15"
C32	18.72	230.00	4°39'50"
C33	69.10	230.00	17°12'51"
C34	47.54	230.00	11°50'33"
C35	NOT USED		
C36	100.26	230.00	24°58'29"
C37	23.52	230.00	5°51'28"
C38	7.56	705.00	0°36'53"
C39	14.92	52.00	16°26'21"
C40	37.14	52.00	40°55'32"
C41	45.25	52.00	49°51'17"
C42	45.25	52.00	49°51'17"
C43	93.12	52.00	102°35'56"
C44	63.96	230.00	15°56'04"
C45	28.04	230.00	6°59'02"
C46	26.78	170.00	9°01'29"
C47	41.22	170.00	13°53'37"
C48	79.35	170.00	26°44'42"
C49	20.23	230.00	5°02'22"
C50	26.38	230.00	6°34'21"
C51	92.00	230.00	22°55'06"
C52	68.00	170.00	22°55'06"
C53	53.50	52.00	58°56'44"
C54	47.27	52.00	52°05'13"
C55	48.49	52.00	53°25'34"
C56	45.00	52.00	49°34'58"
C57	68.51	52.00	75°29'22"
C58	20.08	470.00	2°26'50"
C59	46.03	230.00	11°28'03"
C60	13.32	765.00	0°59'51"
C61	44.17	52.00	48°40'10"
C62	43.93	52.00	48°24'17"
C63	43.28	52.00	47°41'29"
C64	44.58	52.00	49°06'58"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C65	43.00	52.00	47°22'45"
C66	43.81	52.00	48°16'13"
C67	17.73	52.00	19°31'52"
C68	60.38	52.00	66°31'58"
C69	35.52	52.00	39°08'04"
C70	35.52	52.00	39°08'04"
C71	35.52	52.00	39°08'04"
C72	60.38	52.00	66°31'58"
C73	17.73	52.00	19°31'52"
C74	72.60	52.00	79°59'39"
C75	43.60	52.00	48°02'19"
C76	39.46	52.00	43°28'25"
C77	44.87	52.00	49°26'34"
C78	62.24	52.00	68°34'54"
C79	18.00	170.00	6°04'00"
C80	18.30	170.00	6°10'03"
C81	56.72	170.00	19°06'54"
C82	17.32	170.00	5°50'11"
C83	31.82	390.00	4°40'27"
C84	38.80	230.00	9°39'54"
C85	54.11	230.00	13°28'47"
C86	56.55	530.00	6°06'47"
C87	52.31	530.00	5°39'18"
C88	36.39	52.00	42°17'39"
C89	46.50	52.00	51°14'08"
C90	46.50	52.00	51°14'08"
C91	46.50	52.00	51°14'08"
C92	46.50	52.00	51°14'08"
C93	36.39	52.00	42°17'39"
C94	13.54	230.00	3°22'25"
C95	57.15	230.00	14°14'13"
C96	29.47	230.00	7°20'27"
C97	38.12	170.00	12°50'54"
C98	50.37	170.00	16°58'30"
C99	49.70	52.00	54°45'56"
C100	40.84	52.00	45°00'00"
C101	40.84	52.00	45°00'00"
C102	40.84	52.00	45°00'00"
C103	40.84	52.00	45°00'00"
C104	49.70	52.00	54°45'56"
C105	30.03	230.00	7°28'50"
C106	38.03	230.00	9°28'27"
C107	52.30	52.00	57°37'52"
C108	39.54	52.00	43°34'02"
C109	39.54	52.00	43°34'02"
C110	39.54	52.00	43°34'02"
C111	39.54	52.00	43°34'02"
C112	52.30	52.00	57°37'52"
C113	116.00	200.00	33°13'54"
C114	80.00	200.00	22°55'06"
C115	66.19	200.00	18°57'44"
C116	49.10	200.00	14°04'02"
C117	38.18	230.00	9°30'38"
C118	1.27	605.00	00°07'13"

RADIAL BEARING TABLE	
RADIAL LINE	BEARING
R1	N 01°13'09" W
R2	N 71°41'17" W
R3	S 43°56'54" E
R4	S 28°57'32" E
R5	S 27°18'53" E
R6	N 82°12'59" E
R7	N 07°47'01" W
R8	S 01°15'03" W
R9	S 00°48'37" W
R10	S 01°03'50" E
R11	N 46°34'43" E
R12	S 42°07'30" W
R13	S 47°09'35" W
R14	S 44°28'13" W
R15	N 86°50'23" E
R16	N 08°58'05" W
R17	S 74°36'56" E
R18	S 04°08'48" E
R19	N 23°57'27" W
R20	N 62°11'05" W
R21	S 19°39'18" W
R22	S 46°46'39" E
R23	N 77°10'29" W
R24	S 19°49'43" W
R25	N 57°15'54" E
R26	S 52°15'58" E
R27	N 57°15'54" E
R28	S 52°15'58" E
R29	N 57°15'54" E
R30	S 52°15'58" E
R31	N 62°41'07" E
R32	S 61°27'15" E
R33	N 37°44'02" E
R34	S 32°44'06" E
R35	N 45°29'21" E

EASEMENT LEGEND

20' PUBLIC UTILITY AND DRAINAGE EASEMENT (TYPICAL AT SHADED AREAS)

(EASE) = 10'

10' PUBLIC UTILITY EASEMENT

(P.U.E.) = 5'

TYPICAL SIDEWALK EASEMENT UNLESS NOTED OTHERWISE (NOT TO SCALE)

SIDEWALK EASEMENT (NOT TO SCALE)

MONUMENTATION DETAIL (NOT TO SCALE)

EXISTING: A-1 ZONE DISTRICT
PROPOSED: R-2 ZONE DISTRICT

1648360
Page: 2 of 2
11/15/2005 02:52
Chris C. Munoz PuebloCtyClk&Rec PLAT R 21.00 D 0.00

Mangini Reeves, Inc.
Professional Engineers and Professional Land Surveyors
4718 North Elizabeth St. – Pueblo, CO
(719) 544-0865 Fax (719) 544-0676

#	DATE	REVISIONS (COMMENTS)	CHECKED BY
1	2-18-05	COMMENTS 2-17-05 LAND USE ADM. COMMENTS 2-23-05 PUBLIC WORKS ENG. COMMENTS 2-17-05 PUBLIC WORKS TRAFFIC ENG.	RMS
2	3-1-05	FRONTAGE CHANGES TO LOTS 22-33	RMS
3	3-14-05	COMMENTS 3-11-05 PUBLIC WORKS TRAFFIC ENG.	RMS
4	8-2-05	STREET NAME CHANGES	RMS
5	10-18-05	STREET NAME CHANGES	RMS

OWNER/TITLE:	W.L. ENTERPRISES
JOB DESCRIPTION:	SAWYER RIDGE SUBDIVISION
DETAILED BY: RMS	DATE: 2-7-05
JOB NUMBER: 04-427	SCALE: 1" = 100'
FILE NAME: 04427SUB	SHEET NO. 2 OF 2
REF JOB NO.:	

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, August 13, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present*:* Laura Portis, Assistant City Attorney, Beritt Odom, Director of Planning and Community Development; Wade Broadhead, Senior Planner, Mikaylin Hackly, Planner, Hannah Prinzi Planner, and Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to continue A-25-01 to the September 10, 2025, meeting and approve the agenda as amended, seconded by Boston.

Motion Passed: 7-0

Public Hearing:

6. Z-25-16 Rezone: 6201 and 6205 Sawyer Ridge Dr. A Rezone of approximately 28,000 sq ft from R-2, Single-Family Residential, to R-2U, Single-Family Residential, Lots 1 and 2, Block 4, Sawyer Ridge Subdivision. Staff Report by Wade Broadhead, Sr. Planner.

Hearing: Applicant Victor Quintana was sworn in and spoke in support on the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the rezoning application be forwarded 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

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-16

August 13, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Wade Broadhead, Sr. Planner
THROUGH:	Beritt Odom, Interim Director of Planning and Community Development
SUBJECT:	Rezone from Single Family Residential (R-2) Zone District to Single Family Residential (R-2U) Zone District
APPLICANT:	Pannunizo, Inc
PROPERTY OWNER:	Pannunzio Inc (6205 Sawyer Ridge Dr.)
LOCATION:	6201 and 6205 Sawyer Ridge Drive
CONCURRENT REQUESTS:	None

REQUEST:
The developer is applying to rezone 6201 and 6205 Sawyer Ridge Dr., Lots 1-2, Block 4, Sawyer Ridge Subdivision, from R-2 to a R-2U Zone District to facilitate the construction of two single family homes that utilize reduced front yard setbacks.

BACKGROUND AND ANALYSIS:

Pannunizo Inc., is requesting to rezone 6201 (14,380 sq. ft.) and 6205 Sawyer Ridge Drive (13,849 sq. ft.) to an R-2U zone district to bring one existing home into compliance with setback requirements, and to facilitate the construction of one future home, allowing it to benefit from reduced front yard setbacks. The existing R-2 zone district requires a 25 ft. front yard setback while the R-2U zone district allows for an 18 ft front yard setback and 20 ft front yard setback to the garage from the back of the sidewalk (not the property line).

The properties were subdivided and zoned R-2 in 2005, and in 2015 a large section of the Sawyer Ridge subdivision was rezoned to R-2U. The 2015 rezone followed an irregular pattern of lots, and it appears all undeveloped lots at that time were rezoned from R-2 to R-2U to allow for smaller homes and reduced setbacks. Lots 1 and 2, Block 4 are the only two lots that remained R-2 and the only lots north of Starboard Lane that were not rezoned R-2U. While there is no mention of a rationale for the R-2U rezoning pattern, staff did speak to Joe Gagliano who designed the subdivision. Mr. Gagliano believes Lot 1 and 2 were left zoned as R-2 because the original intent of Sawyer Ridge was large houses on large lots and both lots are larger than 13,800 sq. ft.

6205 Sawyer Ridge Dr. has remained as an undeveloped lot. 6201 Sawyer Ridge Dr. received a building permit in January of 2025 and was approved by staff with a reduced 18.8 ft. front yard setback from the garage to the property line. The home was completed in June of 2025 and during the final Certificate of Occupancy inspection staff noted the discrepancy, and that the home did not meet the 25-foot front yard setback, required by the R-2 Zone District. Staff spoke with the developer and discussed rezoning 6201 and

6205 Sawyer Ridge to a R-2 Zone District, to more closely match the development pattern within Block 4 of the Sawyer Ridge Subdivision. This would also bring 6201 Sawyer Ridge into compliance with R-2U front yard setbacks.

The area to the south of Starboard Lane is zoned R-2 and represents larger lot development. The rest of the lots and homes to the north, east, and southeast are all zoned R-2U. Both lots meet the minimum lot width and sizes. The rezoning of Lots 1 and 2, Block 4, will create consistent zoning for all of Block 4 and allow more flexibility in the construction of the remaining lot.

SITE CHARACTER AND COMPATIBILITY

Site Character: The rezoning site is currently developed with a detached residences at 6201 Sawyer Ridge Rd and an undeveloped lot at 6205 Sawyer Ridge Rd, 6201 Sawyer Ridge Rd is landscaped with a property boundary fence.

Neighborhood Compatibility:

North: R-2U, developed with single-family residences
East: R-2U, developed with single-family residences
South: R-2, undeveloped platted prairie
West: R-2, undeveloped prairie, Parcel A and Parcel B are dedicated for parks.

Comprehensive Plan Compliance: The proposed rezoning area is designated as Suburban Neighborhood and Neighborhood Mixed Use by the "Pueblo Regional Comprehensive Plan, 2022." According to the Comprehensive Plan, Suburban Neighborhoods are generally located on the fringes of Pueblo with densities of 2-5 dwelling units per acre. Suburban neighborhoods are predominately single family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types. Neighborhoods have curvilinear streets and cul-de-sacs are typical in suburban neighborhoods built between the 1950s and 2000s. New neighborhoods should be designed with a mix of housing types. Pedestrian and bicycle connectivity should be provided within and between neighborhoods. Transit service is generally limited in coverage and range due to lower densities associated with most suburban neighborhoods.

The rezone will comply with the comprehensive plan by furthering traditional suburban development characterized by single-family homes on individual lots.

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 **Guiding Principal 1 of the 2022 Pueblo Regional Comprehensive Plan states "rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs, at a price they can afford" (p. 18). Goal 1.1 of the plan is to "expand housing options to meet the needs of existing and future residents of all ages, abilities, and income levels" (p.19).**

The proposed rezoning will reduce the setbacks to allow the existing constructed house to conform with setbacks and allow any future home on 6205 Sawyer Ridge Dr to match 6201 and the neighborhood in general.

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 plot plan was submitted for 6201 Sawyer Ridge Dr.**

A statement of the proposed time schedule for beginning and completion of development.

❑ Comments **6201 Sawyer Ridge is complete, no timeframe on construction of 6205 Sawyer Ridge.**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

❑ Comments **Developer has improved all of Sawyer Ridge Subdivision to date.**

Residential Charter Neighborhood (R-2U) Zone District Standards:
Performance standards in the R-2U are as follows:

a. The minimum front yard setback shall be eighteen (18) feet. The garage and the required off-street parking space for the lot shall be at least twenty (20) feet from the back of the public sidewalk.
b. Unless located beneath a habitable room or story, unenclosed porches, even if the porch is covered by a roof, may encroach up to eight (8) feet into the front yard setback.
c. A minimum lot area of four thousand five hundred (4,500) square feet is permissible when utilized within a block of mixed lot widths. The average lot area of the block, however, shall be at least five thousand (5,000) square feet. Alternative lot width configurations may be as narrow as forty-five (45) feet, but the average lot width of the block shall be no less than fifty (50) feet. Lot depth shall not exceed three (3) times the average lot width unless the lot abuts an alley.
d. Driveways shall be located to provide at least one (1) on-street parking space per lot within the block except lots on the turning circle of cul-de-sacs. The City Traffic Engineer shall approve all driveway curb cut locations on corner lots as provided in Section 17-4-44(h) of this Code before a building permit is issued for such lot.
e. Notwithstanding anything to the contrary in the Roadway Classification Design Standards and Policies for the City of Pueblo, adopted by Resolution 10264, or as the same may be subsequently amended, local public streets shall neither be wider than thirty-two (32) feet nor narrower than thirty (30) feet, as measured from flow-line to flow-line.
f. Homeowners' associations or individual property owners shall be responsible to install and maintain all landscaping in public rights-of-way adjoining their respective lots.

The front of the existing garage at 6201 Sawyer Ridge is located 24.5 ft away from the back of the sidewalk as measured by staff and meets the R-2U zone district regulations. The lot at 6205 will be able to conform with district regulations and the reduced setback will allow a more efficient use of the home. Both lots are over 13,800 sq. ft. and exceed the 5,000 ft minimum. Staff measured the eighteen homes that fronted Sawyer Ridge Dr north of Starboard Lane and they averaged approximately 66 linear feet frontages. Lots 1 and 2 Sawyer Ridge Dr. are 180 linear feet deep so they are less than three times as deep as the average lot width (66 ft x 3 equals 198 ft) and conform with performance standard C above.

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.

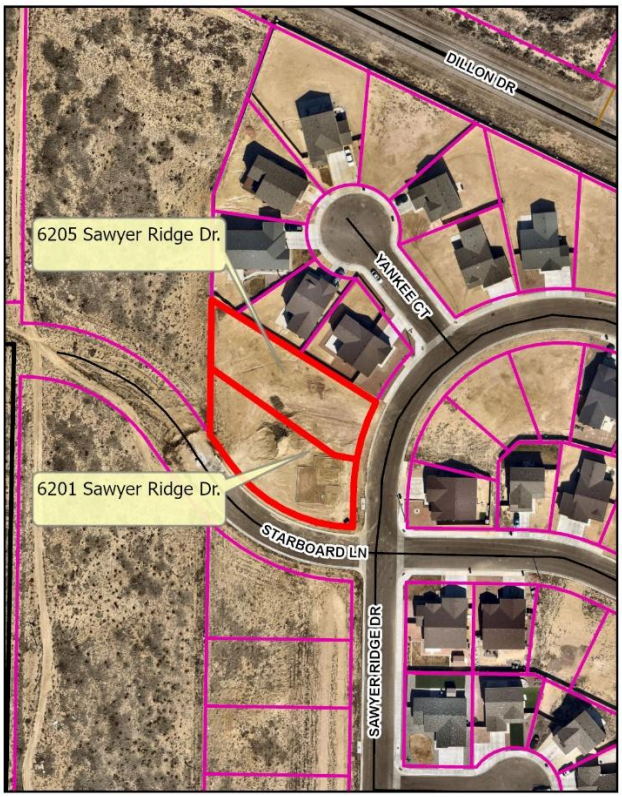
REFERRAL AGENCIES AND COMMENTS:

• 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

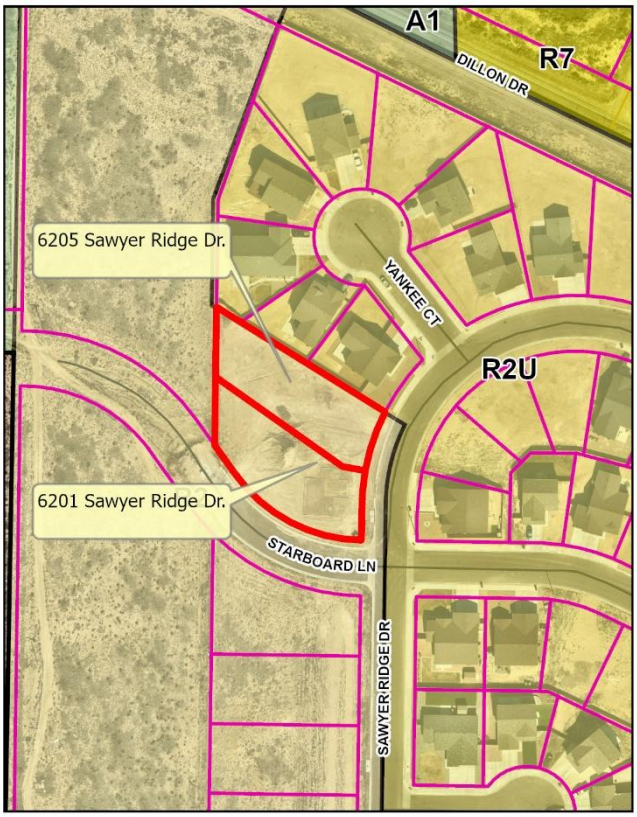
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo and Site Photos
E. Public Notice and Site Photographs
F. Rezoning Exhibit
G. Supporting Documents

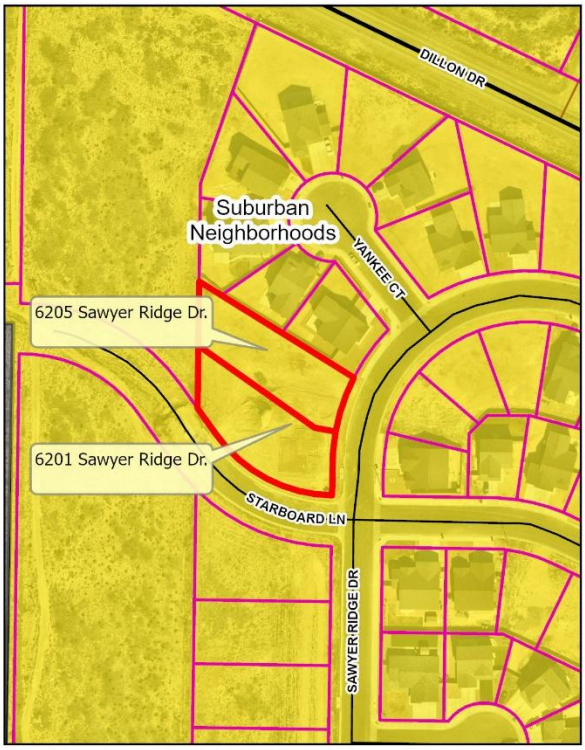
A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo



6201 Sawyer Ridge public notice and site photograph. Looking west from Sawyer Ridge



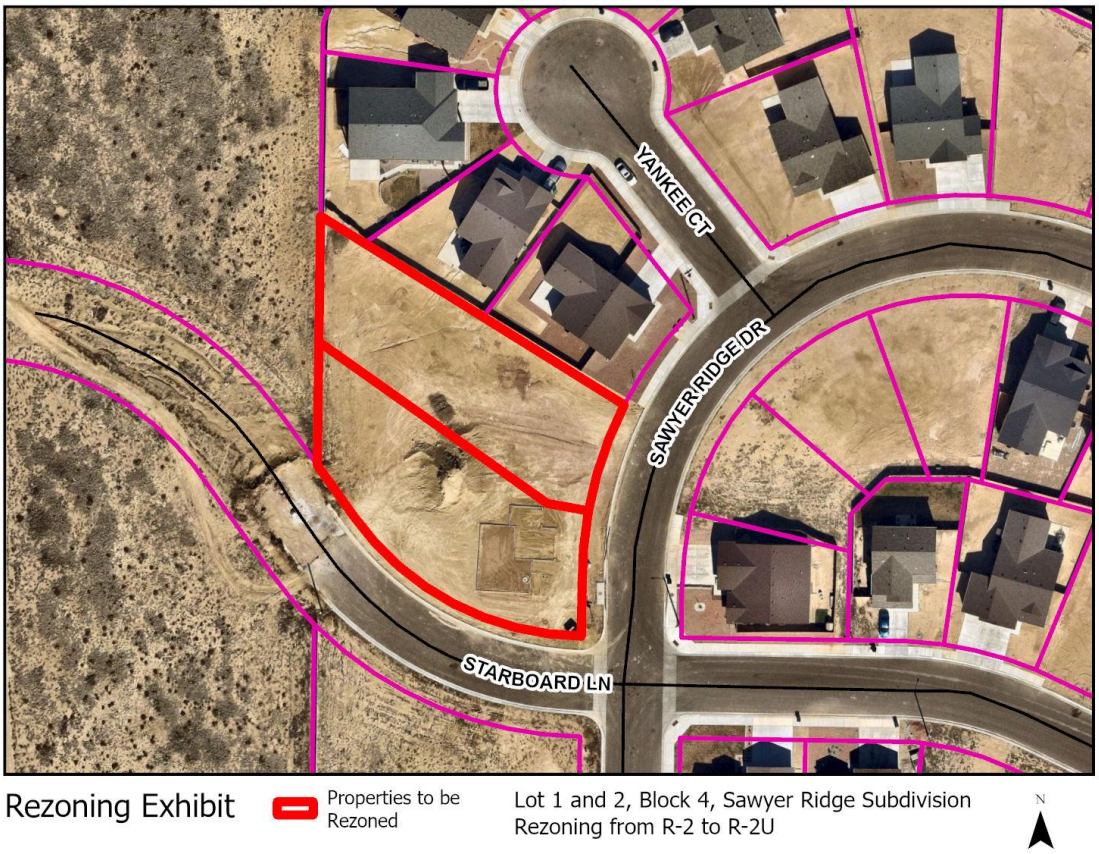
D. 6201 Sawyer Ridge Dr. looking west from Sawyer Ridge Drive



D. 6205 Sawyer Ridge Dr. looking west from Sawyer Ridge Drive



D. 6201 Sawyer Ridge Drive photo showing 24.5’ setback from garage to back of sidewalk.



E. Rezoning exhibit showing an aerial map highlighting Lots 1 and 2, Block 4, Sawyer Ridge Subdivision to be rezoned from R-2 to R-2U.

Attachment F Supporting Documents: To access the supporting documents, please contact the Planning and Community Development Department at 211 E. D Street, 719-553-2280, or wbroadhead@pueblo.us

July 24, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Pannunzio Inc. for the recommendation of the following application, located at 6201 and 6205 Sawyer Ridge Drive

Z-25-16: rezone 6201 and 6205 Sawyer Ridge Drive., approximately 28,000 sq. ft. from R-2, One and Two-Family Residential, to R-2U, Single Family Residential Neighborhood.

The Planning and Zoning Commission meeting will be held on August 13th, 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.

Beritt Odom, Interim Director
Planning & Community Development
By **Wade Broadhead,** Sr. Planner
(719) 553-2280

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Planning & Community Development
By **Wade Broadhead,** Sr. Planner
(719) 553-2280

CASE NUMBER: Z-25-16

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 6201 & 6205 Sawyer Ridge 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.

July 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.. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

July 25, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
COLONG CHERRY MAE	6228 SAWYER RIDGE DR	PUEBLO	CO	81008
DAVISSON BRUCE A	2323 STEAMBOAT CT	PUEBLO	CO	81008-9715
EGAN WALTER FRANCIS	2321 STARBOARD LN	PUEBLO	CO	81008-9716
FOWLER CODY JON/FOWLER MARLA CYTHIA	2413 YANKEE CT	PUEBLO	CO	81008
GALVAN-HERNANDEZ RICARDO	2405 YANKEE CT	PUEBLO	CO	81008
KATUURAMU DENNIS NDAHURA	6209 SAWYER RIDGE DR	PUEBLO	CO	81008
KNOCK RYAN MICHAEL	2315 STEAMBOAT CT	PUEBLO	CO	81008-9715
LIVINGSTON KYLIE LYNN/LIVINGSTON GU	6202 SAWYER RIDGE DR	PUEBLO	CO	81008-9717
MAES MICHAEL LEE II/CHARITY RAE	2414 YANKEE CT	PUEBLO	CO	81008-9721
PANNUNZIO INC	200 W CITY CENTER DR STE	PUEBLO	CO	81003-1024
PEREZ LAWRENCE M	2409 YANKEE CT	PUEBLO	CO	81008
SPANGLER COOPER RENTALS LLC	1315 E KIVA DR	PUEBLO W	CO	81007-1281
SUMMERS CHARLES THOMAS	2317 STARBOARD LANE	PUEBLO	CO	81008
SYKES BRIAN ANTHONY + SOSA SONIA A	2406 YANKEE COURT	PUEBLO	CO	81008
TOWER BERGETTA / TOWER MICHAEL	2322 STARBOARD LN	PUEBLO	CO	81008
VODOPICH MILES / VODOPICH DONNA	2328 STARBOARD LN	PUEBLO	CO	81008-9716
WHITHAM FARMS LLC	816 PTARMIGAN RUN	LOVELAND	CO	80538-1830

Docusign Envelope ID: 837EBB83-BE48-47BA-8F37-7EFE8C0C5C3F

City Clerk's Office Item # S1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 22, 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 AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HUERFANO COUNTY RELATING TO MUTUAL AID IN THE PROVISIONS OF FIRE PROTECTION AND OTHER EMERGENCY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance approves an IGA with Huerfano County for mutual fire protection and other emergency services. The IGA is attached hereto.

PREVIOUS COUNCIL ACTION:

City of Pueblo has made numerous MAA with local governmental agencies.

BACKGROUND:

When dealing with incidents and potential incidents that are beyond the response capacity of any organization, it is important to have a plan for increasing capacity. In the fire service, other neighboring agencies are looked at to provide that increased capacity. This agreement provides the means to access additional resources in times of increased demand at no cost for the first 24 hours of the incident. It is important to understand that this agreement does not require any agency to provide aid, if for any reason, they are unable to do so at any given time.

This mutual aid agreement between the City and Huerfano County will replace the 1986 reciprocal hazardous materials incident assistance agreement. The new agreement covers the emergency aid given and received between the signing agencies. This new agreement clearly defines the time periods of assistance and the mechanism for recovering costs associated with aid that goes beyond the agreed upon time periods of "mutual aid".

Docusign Envelope ID: 837EBB83-BE48-47BA-8F37-7EFE8C0C5C3F

FINANCIAL IMPLICATIONS:

Reimbursement of consumables to Huerfano County after the 24-hour period has expired for the incident.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Staff recommends approval.

ALTERNATIVES:

No aid for fire protection.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. HUERFANO COUNTY MAA

Docusign Envelope ID: 837EBB83-BE48-47BA-8F37-7EFE8C0C5C3F

ORDINANCE NO.11041

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HUERFANO COUNTY RELATING TO MUTUAL AID IN THE PROVISIONS OF FIRE PROTECTION AND OTHER EMERGENCY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Intergovernmental Agreement between Pueblo, a municipal corporation and Huerfano County, Colorado, a political subdivision of the State of Colorado relating to mutual aid in the provision of fire protection and other emergency services, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached 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 September 08, 2025.

Final adoption of Ordinance by City Council on September 22, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 837EBB83-BE48-47BA-8F37-7EFE8C0C5C3F

Action by the Mayor:

☒ Approved on 9/24/2025 | 12:10 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85050B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Docusign Envelope ID: 6D76934E-8E8E-44B9-93A9-0489F4EC74AA

MUTUAL AID AGREEMENT FOR ALL HAZARDS RESPONSE SERVICES BETWEEN THE AGENCIES OF PUEBLO COUNTY AND HUERFANO COUNTY

THIS MUTUAL AID AGREEMENT ("MAA"), entered into as of this 23rd day of January 2025, is made by and between the following parties:

Pueblo, a municipal corporation,
Pueblo County, Colorado, a political subdivision of the State of Colorado,
Rye Fire Protection District,
Pueblo Rural Fire District,
Pueblo West Metropolitan District,
West Park Volunteer Fire District, and
Beulah Fire Protection and Ambulance District
Huerfano Fire Protection District
La Veta Fire Protection District
Upper Huerfano Fire Protection District
Huerfano County
Huerfano County Hospital District d/b/a Spanish Peaks Regional Health Center

(Collectively the "Parties" and individually the "Party")

WHEREAS, Section 18(2)(a) and (b) of Article XIV of the Colorado Constitution and the Colorado Intergovernmental Relations Statute, Section 29-1-201, et seq., C.R.S. authorizes political subdivisions to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the Parties, including the sharing of costs, if such agreement sets forth fully the purposes, powers, rights, obligations, and responsibilities, financial or otherwise, of the contracting parties;

WHEREAS, each Party is a political subdivision as defined in section 29-1-202(2), C.R.S. and is authorized to provide fire protection and other emergency services including but not limited to fire protection, hazardous material response, extrication, rescue, ambulance, and/or emergency medical services, within their jurisdictional boundaries and under certain circumstances outside their jurisdictional boundaries;

WHEREAS, emergencies may arise in one or another of the jurisdictions of the Parties, resulting in greater demands than a Party's personnel and equipment can handle, or emergencies of such intensity may occur that they cannot be handled by the equipment of a Party in whose jurisdiction the emergency occurs; and

WHEREAS, the establishment of a mutual aid agreement will serve a public purpose and will promote the safety, security and general welfare of the public.

NOW THEREFORE, in consideration of the mutual performance of the covenants, agreements and promises set forth herein, the Parties agree as follows:

1. Definitions. The following terms used in this Agreement are defined as follows:

a. "Responding Party" means a Party providing or requested to provide Mutual Aid within the jurisdictional boundaries of the Requesting Party.

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b. "Equipment Costs" means the costs set forth in the current FEMA Schedule of Equipment Rate or at the current Cooperator Resource Rate of the Colorado Division of Fire Prevention and Control, whichever rate applies to the event, and if the event does not qualify, it shall be the current Cooperator Resource Rate of the Colorado Division of Fire Prevention and Control.

c. "Personnel Costs" means actual hourly salary/wages paid including overtime plus the cost of the employee's actual fringe benefits. Fringe benefit cost shall be calculated based upon a percentage of the employee's hourly rate of pay.

d. "Mutual Aid" means the provision of personnel and/or equipment from a Responding Party to a Requesting Party to aid the Requesting Party with respect to fire protection and other emergency services.

e. "Requesting Party" means a Party requesting Mutual Aid be provided by a Responding Party within the jurisdictional boundaries of the Requesting Party.

3. Mutual Aid.

a. Any Party to this MAA may request Mutual Aid from another Party. Any request for Mutual Aid shall include a statement of the amount and type of personnel and/or equipment requested and shall specify the location to which the personnel and/or equipment are to be dispatched. In making any such request for Mutual Aid, the Requesting Party represents that there are sufficient funds appropriated to pay all reimbursements which may be incurred under this MAA, and the Responding Party may rely upon such representation in providing Mutual Aid.

b. Upon receipt of a request for Mutual Aid from the Requesting Party, the Responding Party may dispatch personnel and/or equipment which the Responding Party determines is available. Such determination shall be made at the Responding Party's sole and absolute discretion, which determination shall be final and conclusive. The Responding Party may dispatch less than the amount and type of personnel and/or equipment requested, but the Responding Party may not dispatch personnel and/or equipment which exceeds the amount and type of equipment and or personnel requested without the authorization of the Requesting Party.

c. The Responding Party's personnel and/or equipment shall be released by the Requesting party when the assistance of the Responding Party is no longer required or when the Responding Party determines in its sole and absolute discretion that the Responding Party's personnel and/or equipment are needed elsewhere, which determination shall be final and conclusive.

d. The Responding Party's personnel and/or equipment shall be and remain under the control of the Responding Party's commanding officer but will fall into the Requesting Party's command structure. The Responding Party's commanding officer will receive assignments and tasks from the Requesting Party's Incident Commander.

e. Mutual Aid under this MAA shall only be provided within the boundaries of the Requesting Party and shall not be provided to cover areas outside the boundaries of a Requesting Party even if the Requesting Party has an agreement to provide service to another party who is not signatory to this MAA.

Docusign Envelope ID: 6D76934E-8E8E-44B9-93A9-0489F4EC74AA

f. The Responding Party agrees that the first twenty-four (24) hours of Mutual Aid shall be provided without reimbursement of Personnel Costs and Equipment Costs by the Requesting Party to the Responding Party. For all periods of time following the first twenty-four (24) hours, the Responding Party shall be reimbursed for its Personnel Costs and Equipment Costs by the Requesting Party. The twenty-four (24) hour period referenced in this Section shall begin at the time the request is made by the Requesting Party so long as it is within the first operational period. Requests beyond the first operational period will be considered an ongoing operation and as such will be a billable response to the incident. In addition and with respect to said twenty-four (24) hour period, the Requesting Party shall reasonably pursue any and all legal reimbursement possible pursuant to state and federal laws, including but not limited to reimbursement for hazardous materials incidents, and upon full or partial payment, the Requesting Party shall distribute the reimbursement in a fair and equitable manner which is proportionate to the documented expenses of all parties who provided services with respect to the incident upon which the reimbursement is paid. The Parties acknowledge and agree that any distribution for hazardous materials incidents which may be required under this Section or otherwise under this MAA shall not impair or supersede any separate agreement a Party may have presently or hereafter to transfer and deposit any such distribution to the Pueblo County Hazmat Fund.

g. The extension of work beyond the initial twenty-four (24) hour mutual aid period shall be billable to the incident for reimbursement. If there is a mutual agreement by the parties at the time of the all-hazard incident, the Responding Party may continue to provide assistance beyond the twenty-four (24) hour period without compensation by the Requesting Party.

h. The Requesting Party shall be responsible for providing for or reimbursing the use of firefighting foam, special extinguishing agents, medical equipment and similar consumables when use is requested by the Requesting Party.

i. The Responding Party shall be self-sufficient for the first 24 hours after being requested, to include all meals and lodging. After the first 24 hours, the Requesting Party will be responsible for all meals and any lodging at the Requesting Party's preference.

j. The Responding Party will provide the Requesting Party with a bill, invoice, or demand for reimbursement along with a detailed accounting of costs incurred by the Responding Party which are subject to reimbursement pursuant to this MAA no later than sixty (60) days after the conclusion of Mutual Aid.

4. Each Party shall be expected to maintain its equipment and organize its emergency response method with both personnel and equipment to the degree necessary to meet the ordinary and routine fire protection and other emergency services occurring within its boundaries and for which the Party is organized. The Parties recognize that the dispatch of equipment and/or personnel under this MAA is voluntary and is not required, and specifically acknowledge that a Requesting Party shall not expect any other Party to provide Mutual Aid where the request arises due to a failure of the Requesting Party to organize available personnel or maintain equipment in reasonably working order and in sufficient quantity to meet the ordinary and routine fire protection and other emergency services occurring within its boundaries and for which the Party is organized. Nothing in this Agreement prevents two or more of the Parties from entering into contracts, automatic aid agreements or other methods to meet their responsibilities as agreed between those Parties.

5. Except with respect to the reimbursements agreed to in the above Section 3, each Party waives all claims against the other Party for compensation for any loss, property damage, bodily injury, or death occurring as a direct or indirect consequence of the performance of this MAA. The Parties specifically recognize and agree that no liability of any kind or nature shall be attributed to or be assumed by a Party, its duly authorized agents and personnel, for failure or refusal to provide Mutual Aid or for withdrawal of Mutual Aid once provided pursuant to the terms of this MAA.

6. Nothing in this MAA shall be construed to alter or modify the status of employment of the personnel with their Party. Employees of a Party shall at all times remain the employees of that Party, and each Party shall be responsible for the worker's compensation coverage of its own employees and all other benefits and requirements of employment including pension, disability, level or types of training, and internal discipline.

7. Each Party is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA including any liability which may accrue by operation of Section 29-5-108, C.R.S. No provision of this MAA shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to each Party by the GIA.

8. This MAA is not intended to, nor should 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 any rights, claims, or benefits or assume any liability for or on behalf of any third party.

9. By signing this MAA, the governing body of each Party is hereby deemed to have approved the provision of Mutual Aid beyond its boundaries, and any Mutual Aid provided pursuant to this MAA shall not require any further approval by the governing body of any Party.

10. All communications made to the parties under this MAA shall be provided at the following address:

Fire Chief
City of Pueblo Fire Department
1551 Bonforte Blvd.
Pueblo, CO 81001

Bureau Chief
Emergency Services Division
Pueblo County Sheriff's Office
Pueblo County
101 W. 10th Street
Pueblo, CO 81003

Fire Chief
Rye Fire Protection District
4495 Bent Brothers Blvd./P.O. Box 19190
Colorado City, CO 81019

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Fire Chief
Pueblo Rural Fire District
29912 Highway 50 East
Pueblo, CO 81006

Fire Chief
Pueblo West Fire Department
Pueblo West Metropolitan District
P.O. Box 7005
Pueblo West, CO 81007

Fire Chief
West Park Volunteer Fire District
3926 Goodnight Ave.
Pueblo, CO 81005

Fire Chief
Beulah Fire Protection and Ambulance District
PO BOX 826
Beulah, CO 81023

Fire Chief
Huerfano Fire Protection District
301 Main St
Walsenburg, CO 81089

Fire Chief
La Veta Fire Protection District
100 Birch St
La Veta, Colorado 81055

Fire Chief
Upper Huerfano Fire Protection District
25396 Hwy 69
Gardner Co 81040

EMS Director
Huerfano County Hospital District
23500 US Hwy 160
Walsenburg, Co 81089

Chairman
Board of County Commissioners
401 Main St.
Walsenburg, CO 81089

11. Nothing in this MAA shall be construed as creating a partnership, joint venture or the creation of a separate legal entity or be deemed to delegate or be construed as the delegation or assignment of power or

authority of any Party to another Party.

12. A Party may terminate their participation in this MAA by giving ninety (90) days prior written notice to all other Parties. One Party's termination shall not cause the termination of this MAA between the other Parties, and the MAA shall continue in effect as to such other Parties. It is understood and acknowledged that the remaining Parties to the MAA will not assign any of their members or equipment to perform temporary firefighting or other duties on behalf of any Party terminating this MAA after the effective date of such termination.

13. All prior reciprocal fire protection or mutual aid agreements to provide fire protection and other emergency services between all or one or more of the Parties are hereby terminated and superseded by this MAA.

14. Miscellaneous.

a. This MAA represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This MAA may be amended only by an instrument in writing signed by the Parties. If any provision of this MAA is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this MAA shall continue in full force and effect. This MAA may be executed in multiple counterparts, each of which shall be deemed original, and all of which together constitute one and the same agreement.

b. Each person signing this MAA 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 MAA on behalf of such Party and that this MAA is a valid and legally binding obligation of such Party enforceable against it in accordance with its terms.

c. 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 any Party, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation.

d. The provisions of this MAA pertaining to insurance and reimbursement shall survive the expiration of the term of this MAA and termination of this MAA and continue in effect for a period of five years following the termination of this MAA and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

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

f. This MAA shall not be assigned by any Party without the prior written consent of the Parties, which consent may be granted, denied, or conditioned in each of the Party's sole and absolute discretion.

Executed at Pueblo, Colorado, the day and year first above written.

Docusign Envelope ID: 6D76934E-8E8E-44B9-93A9-0489F4EC74AA

Pueblo, a Municipal Corporation

ATTEST: _____ By _____
City Clerk President of the City Council

Pueblo County, Pueblo County, Colorado, a political subdivision of the State of Colorado

ATTEST: _____ By _____
Pueblo County Clerk and Recorder Chairman of the Board of County Commissioners

Rye Fire Protection District

ATTEST: _____ By _____
Title: _____ Title: _____

Pueblo Rural Fire District

ATTEST: _____ By _____
Title: _____ Title: _____

Pueblo West Metropolitan District

ATTEST: _____ By _____

ATTEST: _____
Title: Fire Fi

By BRIAN K CASERTA
Title: FIRE CHIEF

West Park Volunteer Fire District

ATTEST: _____
Title: Fire Chief

By Chad Donley
Title: Asst Chief

Beulah Fire Protection and Ambulance District

ATTEST: _____
Title: CHIEF

By _____
Title: Fire Chief

Huerfano County, Colorado, a political subdivision of the State of Colorado

ATTEST: _____
Custer County Clerk and Recorder

By _____
Chairman of the Board of County Commissioners

Spanish Peaks Regional Health Center EMS

ATTEST: _____
Title: _____

By _____
Title: _____

Huerfano Fire Protection District

ATTEST: _____
Title: _____

By _____
Title: _____

La Veta Fire Protection District

ATTEST: Mickey Schmidt
Title: Chairman

By Mickey L Schmidt
Title: Chairman

ATTEST:_____ By _____
Title:_____ Title:_____

West Park Volunteer Fire District

ATTEST:_____ By _____
Title:_____ Title:_____

Beulah Fire Protection and Ambulance District

ATTEST:_____ By _____
Title:_____ Title:_____

Huerfano County, Colorado, a political subdivision of the State of Colorado

ATTEST:_____ By _____
Custer County Clerk and Recorder Chairman of the Board of County Commissioners

Huerfano County Hospital District EMS

ATTEST:_____ By Kay L. Whitley
Title:_____ Title:CEO

Huerfano Fire Protection District

ATTEST:_____ By _____
Title:_____ Title: CHAIRMAN FRANK MARTIN

La Veta Fire Protection District

ATTEST:_____ By _____
Title:_____ Title:_____

Title:_____ Title:_____

West Park Volunteer Fire District

ATTEST:_____ By _____
Title:_____ Title:_____

Beulah Fire Protection and Ambulance District

ATTEST:_____ By _____
Title:_____ Title:_____

Huerfano County, Colorado, a political subdivision of the State of Colorado

ATTEST: DocuSigned by: Erica Vigil B80EAB80CBAD4E3... By DocuSigned by: Karl S Sporleder 6F3BE3FF65A84FA...
Huerfano County Clerk and Recorder Chairman of the Board of County Commissioners

Huerfano County Hospital District EMS

ATTEST:_____ By Kay L.Whitley
Title:_____ Title: CEO

Huerfano Fire Protection District

ATTEST:_____ By _____
Title:_____ Title:_____

La Veta Fire Protection District

ATTEST:_____ By _____
Title:_____ Title:_____

Upper Huerfano Fire Protection District

ATTEST:_____ By Lewis DeLaura
Title:_____ Title: Chairman

Docusign Envelope ID: D21ADDA1-B296-4E3B-A06D-597638395AAA

City Clerk's Office Item # S2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING, AND ACCEPTING, A MULTIMODAL TRANSPORTATION AND MITIGATION OPTION FUNDS GRANT AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, THE PUEBLO AREA COUNCIL OF GOVERNMENTS, AND COLORADO DEPARTMENT OF TRANSPORTATION ESTABLISHING PROJECT NO. BC2501, BUDGETING AND APPROPRIATING $90,000.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Grant Award between the City of Pueblo, A Colorado Municipal Corporation and Colorado Department of Transportation for $90,000.00.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

This is a FY25 Multimodal Transportation and Mitigation Options Funds Grant for $90,000.00 allocation. The grant provided is 100%, with a 0% match. This grant utilizes State Multimodal funding. The grant scope of work includes the following Project:

$90,000.00 – Estimated Cost

$90,000.00 Total Grant

Docusign Envelope ID: D21ADDA1-B296-4E3B-A06D-597638395AAA

FINANCIAL IMPLICATIONS:

The anticipated total project cost is $90,000.00. The Federal share is 100% with no City match requirement.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

Should this Ordinance not pass, the City of Pueblo would not be able to provide the My Ride Application trip planning software for transit users.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

Docusign Envelope ID: D21ADDA1-B296-4E3B-A06D-597638395AAA

ORDINANCE NO. 11042

AN ORDINANCE APPROVING, AND ACCEPTING, A MULTIMODAL TRANSPORTATION AND MITIGATION OPTION FUNDS GRANT AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, THE PUEBLO AREA COUNCIL OF GOVERNMENTS, AND COLORADO DEPARTMENT OF TRANSPORTATION ESTABLISHING PROJECT NO. BC2501, BUDGETING AND APPROPRIATING $90,000.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Awarding of 2025 Multimodal Transportation and Mitigation Option Funds Grant to the City of Pueblo, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions

SECTION 2.

The Mayor of the City is hereby authorized to execute the Grant Award acceptance in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith. To the extent the Mayor has executed Grant Award or other documents associated therewith, City Council hereby ratifies such acceptance or actions

SECTION 3.

Project Number BC2501 is hereby established, and the amount of $90,000.00 is budgeted and appropriated, therefore

SECTION 4.

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

Docusign Envelope ID: D21ADDA1-B296-4E3B-A06D-597638395AAA

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 September 08, 2025.

Final adoption of Ordinance by City Council on September 22, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 9/24/2025 | 12:10 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Docusign Envelope ID: 6A86B356-0496-4F05-B261-5E703404AC94

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING SECTION TWENTY-THREE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO ACCESSORY BUILDINGS AND STRUCTURES

SUMMARY:

Attached for consideration is a text amendment that will update Chapter 4 of Title XVII of the Pueblo Municipal Code relating to architectural compatibility standards for attached accessory buildings and structures.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

As written, the Pueblo Municipal Code requires that all attached accessory structures (i.e., garages, carports, porches, and decks) be “architecturally compatible” with the principal structure, meaning “constructed of similar material and details, which shall include similar siding material and color, and similar roofing material, color and pitch.” Through this text amendment, staff proposes that this strict compatibility requirement is overly prohibitive for certain attached accessory structures, specifically those structures that 1) have a roof pitch no greater than 2:12, 2) have no more than 3 enclosed sides, and 3) are placed to the side or rear of their principal structure. The roof material on structures with a maximum pitch of 2:12 is not visible at eye level; therefore, any nonmatching material on an accessory structure with that pitch would not disrupt the visual uniformity of a property. Additionally, common roofing materials for principal structures, namely shingles, can be both cost prohibitive and difficult—if not structurally impossible—to install on structures with low-pitch roofs. By allowing flexibility in roof material, more property owners could develop their properties with desirable attached accessory structures. Considering this, staff posits that requiring such structures to simply “match or be complimentary in color to the principal structure” will achieve the intent of the accessory structure code by maintaining the visual aesthetics of the property

Docusign Envelope ID: 6A86B356-0496-4F05-B261-5E703404AC94

while also making development of accessory structures more attainable for property owners.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 13, 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 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 change to compatibility standards for accessory buildings and structures.

RECOMMENDATION:

Approve the proposed Ordinance.

ATTACHMENTS:

1. TA-25-02 Attachments

Docusign Envelope ID: 6A86B356-0496-4F05-B261-5E703404AC94

ORDINANCE NO. 11043

AN ORDINANCE AMENDING SECTION TWENTY-THREE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO ACCESSORY BUILDINGS AND STRUCTURES

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

SECTION 1.

Section 17-4-23 (b) of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-23. Accessory buildings and structures

. . .

(b) Attached accessory structures, including but not limited to private garages, carports, porches and decks, built as an integral part of the principal structure shall not be subject to size limitations, provided that they are smaller than the habitable portion of the principal structure. Attached accessory structures shall be attached to and shall not exceed the height of the principal structure. [architecturally compatible with the principal structure, and shall not exceed the height of the principal structure.] Attached accessory structures shall be architecturally compatible with the principal structure (as defined in Sec. 17-4-23 (c) (5) b.) unless they meet the following criteria, in which case only the color of the accessory structure must match or be complimentary to the principal structure:

1. The structure has a roof pitch no greater than 2:12,
2. The structure is enclosed on no more than three (3) sides, and
3. The structure is located to the side or the rear of the principal structure

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately 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 September 08, 2025.

Final adoption of Ordinance by City Council on September 22, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...

President of City Council

Docusign Envelope ID: 6A86B356-0496-4F05-B261-5E703404AC94

Action by the Mayor:

☒ Approved on 9/24/2025 | 12:10 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, August 13, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present*:* Laura Portis, Assistant City Attorney, Beritt Odom, Director of Planning and Community Development; Wade Broadhead, Senior Planner, Mikaylin Hackly, Planner, Hannah Prinzi Planner, and Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to continue A-25-01 to the September 10, 2025, meeting and approve the agenda as amended, seconded by Boston.

Motion Passed: 7-0

Public Hearing:

1. TA-25-02 Text Amendment: An Ordinance amending sections of the Pueblo Municipal Code Section 17-4-23 relating to architectural compatibility of accessory structures.

.

Hearing: Mikaylin Hackley provided staff report. Kathleen Herrera was sworn in and spoke in support of the text amendment. No one spoke in opposition

Commission Action: Bailey moved to recommend the Text Amendment application be forwarded to City Council for approval, second by Spinuzzi.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

TA-25-02

August 13, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Beritt Odom, Interim Director of Planning and Community Development
SUBJECT:	AN ORDINANCE AMENDING SECTION TWENTY-THREE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO ACCESSORY BUILDINGS AND STRUCTURES

BACKGROUND AND ANALYSIS:

The proposed text amendment is intended to ease architectural compatibility standards for attached accessory structures with a roof pitch of 2:12 or smaller to reduce permitting barriers in situations where such flexibility would not visually detract from the neighborhood.

As written, the Pueblo Municipal Code requires that all attached accessory structures (i.e., garages, carports, porches, and decks) be "architecturally compatible" with the principal structure, meaning "constructed of similar material and details, which shall include similar siding material and color, and similar roofing material, color and pitch." Through this text amendment, staff proposes that this strict compatibility requirement is overly prohibitive for certain attached accessory structures, specifically those structures that 1) have a roof pitch no greater than 2:12, 2) have no more than 3 enclosed sides, and 3) are placed to the side or rear of their principal structure.

The roof material on structures with a maximum pitch of 2:12 is not visible at eye level; therefore, any non-matching material on an accessory structure with that pitch would not disrupt the visual uniformity of a property. Additionally, common roofing materials for principal structures, namely shingles, can be both cost prohibitive and difficult—if not structurally impossible—to install on structures with low-pitch roofs. By allowing flexibility in roof material, more property owners could develop their properties with desirable attached accessory structures. Considering this, staff posits that requiring such structures to simply "match or be complimentary in color to the principal structure" will achieve the intent of the accessory structure code by maintaining the visual aesthetics of the property while also making development of accessory structures more attainable for property owners.

RECOMMENDED ACTION:

If the Planning and Zoning Commission finds the proposed Text Amendment 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 TWENTY-THREE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO ACCESSORY BUILDINGS AND STRUCTURES

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

(brackets indicate matter being deleted, underscoring indicating matter being added)

SECTION 1.

Section 17-4-23 (b) of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-23. Accessory buildings and structures

. . .

(b) Attached accessory structures, including but not limited to private garages, carports, porches and decks, built as an integral part of the principal structure shall not be subject to size limitations, provided that they are smaller than the habitable portion of the principal structure. Attached accessory structures shall be attached to and shall not exceed the height of the principal structure. [architecturally compatible with the principal structure, and shall not exceed the height of the principal structure.] Attached accessory structures shall be architecturally compatible with the principal structure (as defined in Sec. 17-4-23 (c) (5) b.) unless they meet the following criteria, in which case only the color of the accessory structure must match or be complimentary to the principal structure:

1. The structure has a roof pitch no greater than 2:12,

2. The structure is enclosed on no more than three (3) sides, and

3. The structure is located to the side or the rear of the principal structure.

. . .

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 thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.
☐ Disapproved on _____ based on the following objections:

_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO

Published Tuesday, July 29, 2025

NOTICE OF PUBLIC HEARING

Take notice that at **3:30 P.M., on the 13th of August, 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-25-02: An Ordinance amending sections of the Pueblo Municipal Code Section 17-4-23 relating to architectural compatibility of accessory structures.

TA-25-03: An Ordinance amending sections of the Pueblo Municipal Code Sections 17-2-1 & 17-4-29 relating to occupancy limits & Special Area Plan fees respectively.

A draft of the proposed text amendments will be posted on www.pueblo.us/PandZ under "Most Recent Agenda" and be on file in the office of Planning and Community Development for viewing and printing, typically by 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.



Beritt Odom
Interim Land Use Administrator
(719) 553-2259

Docusign Envelope ID: C60D7C69-21FE-4CD7-AA49-5F905516F0F5

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Naomi Hedden, Director Purchasing
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY TEMPORARILY ADDING ONE (1) PURCHASING DIRECTOR POSITION WITHIN THE PURCHASING DEPARTMENT FOR TRAINING PURPOSES

SUMMARY:

The Purchasing Department, with Mayor Graham's approval, requests to temporarily increase the staffing of the department by one (1) full-time equivalent (FTE) for training purposes. The classification shall be Purchasing Director, and the additional FTE shall be abolished upon the anticipated retirement of the current incumbent in January of 2026.

PREVIOUS COUNCIL ACTION:

On December 9, 2024, Ordinance No.10852 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2025.

BACKGROUND:

The Purchasing Department is requesting to temporarily add one (1) additional Purchasing Director to authorized staffing. This appointed leadership position is responsible for leading the Purchasing Department and oversight of all purchasing activities for the City of Pueblo. Additionally, the position supervises all Purchasing staff and handles all compliance, and management of purchasing processes and other related activities of the City.

The current Purchasing Director has announced plans to retire at the end of January 2026. There is no mechanism in ordinance to allow for overfilling of a position for the purpose of facilitating critical training and transition activities. Therefore, the department requests the addition of a director position on a temporary basis to allow for the position to be filled and to accomplish necessary training. It is anticipated that the position

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requested by this ordinance will be posted as soon as possible and subsequently filled in November after the Civil selection process has concluded. This temporary over hire will allow training over the course of approximately three months prior to the current incumbent's departure.

It is further requested that the additional FTE be abolished upon separation of the current Purchasing Director via retirement.

FINANCIAL IMPLICATIONS:

Funding for the wages and benefits for the position will come from the General Fund. The cost for the three months of the additional position is approximately $38,864 as outlined below.

Cost Item	Approximate Cost (3 months)	
Salary	$	28,256
Retirement (PERA)	$	4,176
Health Insurance	$	5,929
Dental Insurance	$	74
Life Insurance	$	18
Medicare	$	410
Estimated Position Cost for 3 months	$	38,864

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain the current staffing level, which would eliminate any opportunity to train a newly hired Purchasing Director which would be operationally detrimental to the department and the City organization.

RECOMMENDATION:

Approval of the ordinance.

ATTACHMENTS:

None

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ORDINANCE NO. 11044

AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY TEMPORARILY ADDING ONE (1) PURCHASING DIRECTOR POSITION WITHIN THE PURCHASING DEPARTMENT FOR TRAINING PURPOSES

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for the Purchasing Department;

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

SECTION 1.

The following section captioned “Purchasing” “of Ordinance No. 10852, being the 2025 Staffing Ordinance, is amended as follows:

The following positions shall be authorized for FY 2025:

Purchasing	
Director of Purchasing	[1[2
Purchasing/Contracts Administrator	2
Purchasing Specialist	1
Total	**[4] 5**

SECTION 2.

Effective February 1, 2026, the position established pursuant to above Section 1 shall be abolished and the 2025 Staffing Ordinance shall be amended as follows:

Purchasing	
Director of Purchasing	[2]1
Purchasing/Contracts Administrator	2
Purchasing Specialist	1
Total	**[5] 4**

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate and transactions described therein.

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SECTION 4.

This Ordinance shall be deemed to amend the Fiscal Year 2025 Budget and staffing with respect to the number and allocation of positions within the Purchasing Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 08, 2025.

Final adoption of Ordinance by City Council on September 22, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 9/24/2025 | 12:24 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
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City Clerk

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City Clerk's Office Item # S5

city of PUEBLO colorado

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor
Robert Jagger, Deputy City Attorney
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES COMMENCING JANUARY 1, 2026 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a proposed Ordinance which would approve and enact the collective bargaining agreement between the City of Pueblo and the Pueblo Association of Government Employees ("Union") commencing January 1, 2026. Pursuant to §8-14(l) of the City Charter, any collective bargaining agreement negotiated between the Union and the City shall be reduced to writing, executed by the parties, and enacted by Ordinance.

PREVIOUS COUNCIL ACTION:

Not Applicable.

BACKGROUND:

The current collective bargaining agreement between the City and Union expires on December 31, 2025. Pursuant to the requirements of the City Charter, the City and Union commenced negotiations with respect to a contract in March of this year. Through the negotiation process, the parties have successfully reached an agreement with respect to a successor contract beginning January 1, 2026. Pursuant to §8-14(l) of the Charter, such an agreement is required to be executed and enacted as an Ordinance.

The successor contract contains the following specific changes with respect to the prior contract:

Article 15. Wages

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For 2026, the monthly pay rate for each class, grade, step, or position of employees covered by the Agreement shall be increased by 3.25% over the amount set by ordinance establishing the 2025 pay levels.

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2024, through December 31, 2024, and January 1, 2025, through December 31, 2025, the monthly pay rate for each class, grade, step, or position of employees covered by this Agreement shall be increased over the amount set by Ordinance establishing the previous year pay levels by an amount equal to the Regional Adjustment multiplied by the CPI Index for the time periods relevant to year as outlined in the methodology above.

For purposes of the foregoing calculation, the following terms have the following meanings:

"Regional Adjustment" means the quotient obtained by dividing the 2022 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2022 average annual cost of living index for the Denver¬ Aurora-Lakewood CO Metro (Denver Urban Area). The average annual cost of living index for each area shall be the composite index of the same name as published by the Council for Community and Economic Research (C2ER); and

"CPI Index" means the percentage increase for the period from January 2021 to January 2022 according to the following CPI index published by the United States Department of Labor's Bureau of Labor Statistics:
Population Coverage: CPI-W
Area Coverage: Denver-Aurora-Lakewood Colorado Series Items: All Items
Base Period: 1982-1984=100

Article 15 **Wages and Other Payment – Shift Differential**
With respect to afternoon shift, differential pay increased from $.40 to $.80 per hour, and with respect to graveyard shift, differential pay increase from $.70 to $1.10 per hour.

Article 15 **Wages and Other Payment – Dispatch Training Coordinator Pay**
Increase training duty pay to $25 per shift per trainee.

Article 15 **Wages and Other Payment – CDL Training Incentive Pay**
Increase training duty pay to $25 per shift per trainee.

Article 17 **Tools**
Maximum annual tool reimbursement increased from $500 to $700.

Article 25 **Health, Hospitalization, and Dental Insurance**
City contribution towards health insurance will be increased by fifty percent (50%) of any increase between the HMO Tier 1 premium for such coverage tier in the current year and the recommended HMO Tier 1 premium for such coverage tier in the subsequent year.

Article 32 Term.

The term of the agreement is for 3 years subject to the City approving any subsequent year contract extension on or before March 15th of the then current year. The City will know the amount of the wage increase for the subsequent year prior to the time the decision to extend the contract has to be made. If not extended by City, the parties will commence the negotiation process for a successor contract in compliance with the requirement of Section 8-14, City Charter.

Various **Housekeeping Items**

In addition to the above items, there were also various "housekeeping" changes that were made throughout the Contract and Appendices including (a) update job class titles that have been added, eliminated, or changed throughout the duration of the current contract term and (b) update union dues provision including removal of unused and prohibited agency shop provisions.

FINANCIAL IMPLICATIONS:

The total estimated cost of the contract for 2026 including the across-the-board wage increase of 3.25% plus step increases is approximately $1,054,167.

The cost with respect to the Shift Differential Increase is approximately $15,692.

The cost with respect to the Dispatch Training Coordinator Pay Increase is approximately $15,820.

The cost with respect to the CDL Training Incentive Pay Increase is approximately $751.

The cost with respect to the Tool Reimbursement Increase is approximately $1,500.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The requirements of §8-14(l) of Charter require the agreement be enacted as an Ordinance.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

ATTACHMENTS:

1. PAGE 2026 CBA clean
2. Appendix D and E

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ORDINANCE NO. 11045

AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES COMMENCING JANUARY 1, 2026 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, pursuant to the requirement of Section 8-14, City Charter, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the classified employees in the general services bargaining unit, i.e. Pueblo Association of Government Employees, have negotiated a collective bargaining agreement commencing January 1, 2026 (the "Labor Agreement"); and

WHEREAS, pursuant to Section 8-14(l) of the Charter of the City of Pueblo, the Labor Agreement shall be signed by said bargaining agent and the corporate authorities and shall be enacted as an ordinance by the corporate authorities; NOW THEREFORE,

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

SECTION 1.

The Collective Bargaining Agreement between the City of Pueblo and the Pueblo Association of Government Employees commencing January 1, 2026, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and enacted as an Ordinance.

SECTION 2.

The Mayor is authorized to execute the Collective Bargaining Agreement in the name of the City.

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 Labor Agreement to effectuate the policies and procedures described herein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 08, 2025.

Final adoption of Ordinance by City Council on September 22, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB452...
President of City Council

Action by the Mayor:

☒ Approved on 9/24/2025 | 12:11 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
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City Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PUEBLO

AND

PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES

COMMENCING JANUARY 1, 2026

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PREAMBLE

THIS AGREEMENT entered into by and between the City of Pueblo, hereinafter referred to as the City, and the Pueblo Association of Government Employees, hereinafter referred to as the Union. The City and the Union may also hereinafter be referred to severally as a party and jointly as the parties.

It is the intent and purpose both of the City and the Union to set forth herein their entire Agreement, establishing wages, hours, and other conditions of employment; providing for prompt and equitable adjustment of grievances; and achieving and maintaining harmonious labor relations.

DEFINITIONS

Certain terms used in this Agreement shall be defined as follows:

"Employee" shall mean any person holding a position in the classified service, which is included in the Bargaining Unit defined in Appendix A of this Agreement.

"Mayor" shall mean the Mayor, the Deputy Mayor in the absence or disability of the Mayor or the Mayor's designee. Pursuant to Section 20.4 of Ordinance No. 9134 amending the Charter and creating the Mayor form of government ("Charter Amendment"), the office of City Manager and the functions, powers and duties of said office shall continue until the first Mayor elected under the Charter Amendment takes office. The provisions of this Agreement including all references to Mayor shall be construed consistent with the purpose and intent of said Section and the Charter Amendment.

"Director" shall mean the Director of Human Resources or his/her designee.

"Department Head" shall include those persons appointed as Department Directors or the designee of a Director.

"Day" shall mean calendar day unless otherwise modified or defined herein. Unless otherwise specified herein, other words used in this Agreement shall have the same meanings as are given them in Section 6-3-1 of the Code of Ordinances.

Article and section titles or captions contained herein are descriptive but not substantive.

ARTICLE 1. RECOGNITION

The City recognizes the Pueblo Association of Government Employees as the sole and exclusive representative of the employees in the Bargaining Unit set forth in Appendix A of this Agreement for the term of this Agreement, for the purpose of negotiating with the City with respect to wages, rates of pay, hours, grievance and disciplinary procedures which may result in arbitration, working conditions, and all other terms and conditions of employment except disciplinary measures and the application thereof to individual employees; provided, however, that the application of discipline to individual employees may be grieved and such grievance processed in accordance with the provisions of this Agreement.

ARTICLE 2. UNION SECURITY – DUES DEDUCTION

Section 1. REQUIREMENT AND NONDISCRIMINATION. No employee shall be required to become a member of the Union as a condition of his/her employment or continued employment by the City, and there shall be no discrimination by either party against any employee on account of membership or non-membership in the Union.

Section 2. DISCRETION TO JOIN. Any employee may or may not join the Union, at the individual's sole discretion.

Section 3. DUES DEDUCTION. Upon receipt of a signed authorization from an employee, the City shall deduct monthly from the pay of such employee: (a) the amount of normal Union dues and assessments uniformly required of Union members, and (b) initiation fees uniformly required of all Union members. Any revocation of such authorization shall be effective the month following the date received by the City but not earlier. Upon receipt of a revocation by the Finance Department, the City shall forward a copy of the revocation to the Union.

Any signed authorization submitted by an employee after January 1, 2008, must recite and set forth the language contained in Section 9 of this Article.

Section 4. NOTIFICATION. The Union, through a duly authorized officer or officers of the Union, will notify the City in writing as to the amount of dues, assessments, and initiation fees to be deducted from the pay of any employees. Any changes in Union membership dues, assessments, and initiation fees will be certified to the City and such notification shall be provided at least one month in advance of the effective date of any such change.

Section 5. NO EARNINGS. If an employee has no earnings due him for the pay period in question, no deductions will be made for that employee for that period. The collection of money described herein other than for the current period shall not be the responsibility of the City.

Section 6. PAYMENT. The sole responsibility of the City will be to pay over to the Union any sums actually deducted from the pay of employees on a current basis. Any funds deducted as herein provided shall be made payable to Pueblo

Association of Government Employees and remitted to the Union Treasurer, or agent designated in writing by the Union within thirty (30) days of such deduction. To be effective, the designation of agent in writing shall: (a) be personally served upon the Director of Finance of City at least thirty days prior to its effective date, (b) identify the agent by name including name of entity officer authorized to receive such deduction if the agent is other than an individual, and mailing address, (c) state that such agent has authority to receive the payments under and with specific reference to this Section and (d) signed by the President of the Union with an acknowledgment of signature. The agent so designated may be required to provide additional information reasonably requested by the Director of Finance prior to such designation becoming effective. Any termination of such designation shall be in writing and personally served upon the Director of Finance of City at least thirty days prior to the effective date of such termination.

Section 7. HOLD HARMLESS. The Union agrees to save the City harmless from any action growing out of this Article and commenced by any employee, citizen, or other person including without limitation any officer, agent or member of Union against the City or the City Council or any employee or agent of either. The Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Union or designated agent of Union. The Union agrees that in the event of any litigation against the City, its agent, or employees arising out of this provision, it will co-defend and indemnify and hold harmless the City, its agent, or employees from any monetary award or any costs arising out of such litigation, including but not limited to attorney's fees. If there arises any conflicting claims with respect to the funds, the City may, at its sole discretion, file an action in interpleader to resolve the disagreement. The City shall be indemnified, defended and held harmless by the Union, for all costs, including reasonable attorney fees, in connection with the aforesaid interpleader action.

Section 8. NO RIGHT TO MONEY UNTIL PAID. No party shall have any right or interest whatsoever in any money authorized withheld under Sections 3 and 6 of this Article until such money is actually paid over to them. The City or any

of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the last known address of the Treasurer of the Union or designated agent of Union, the City and its officers and employees shall be released from all liability to the employee or to the assignees under such assignments.

Section 9. AUTHORIZATION FOR UNION DUES DEDUCTIONS.

I hereby voluntarily authorize the Department of Finance of the City of Pueblo to deduct from my regular earnings, the Union dues, initiation fees and assessments, in the amount certified by the duly authorized officer of the Pueblo Association of Government Employees, and further authorize the remittance of such amount(s) to said Union in accordance with the currently effective Agreement between the City of Pueblo and said Union. This authorization is revocable by a notice in writing by certified mail to the Department of Finance of the City of Pueblo and with a copy to the Union. Any revocation received by the Department of Finance shall only be effective with respect to my regular earnings earned in the month following the date received.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the City, any Department of the City, the Union and all their officers, representatives or agents from liability therefor.

_____
Print Name

_____
Signature

_____
Date

ARTICLE 3. MANAGEMENT RIGHTS

Section 1. UNION RECOGNITION. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its authority, discretions, responsibilities, and powers of authority as set forth under the Constitution and the Statutes of the State of Colorado and the Charter of the City of Pueblo.

Section 2. VESTED IN CITY AND DISCIPLINE AND DISCHARGE FOR JUST CAUSE. Except as otherwise specifically provided herein, the management of the City, the direction of the work force, including but not limited to, the right to hire, the right to discipline or discharge for just cause, the right to decide job qualifications, the right to lay-off, the right to establish or abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine the mission of the City and the means and methods by which it is to be achieved, the right to determine schedules of work, the right to subcontract work, together with the right to determine the methods, processes and manners of performing work, are vested in the City.

ARTICLE 4. DISCIPLINE AND DISCHARGE

Section 1. NEWLY HIRED PROBATIONARY EMPLOYEES. A newly hired probationary employee may be disciplined or discharged at any time during the full initial probationary period with or without reasons. Such a probationary employee shall have no right to appeal his or her discipline or discharge under this Agreement; however, such employee shall have the right to appeal such action pursuant to Section 6-10-1 of the Code of Ordinances.

Section 2. CITY'S AUTHORITY. The Union recognizes that the City has the authority to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. Any non-probationary employee who is subject to discipline may appeal same pursuant to the grievance procedure or to the Civil Service Commission pursuant to Title VI of the 1971 Code of Ordinances of the City, but not both. The filing of any appeal to one forum constitutes a waiver of any right to appeal to the other forum.

Section 3. DUE PROCESS. When the City is considering suspension without pay or discharge, the involved employee shall be given a written statement indicating the reasons or grounds for such action and giving notice of the time and place of a meeting with the employee. The meeting time shall be not less than seven calendar days after date of the notice.

The written statement and notice of meeting shall be considered given to the employee if personally delivered or, if unable to be personally delivered, four (4) days after the statement has been mailed by First Class mail to the employee.

The employee may, on or before the date and time of the meeting, file a written response thereto setting forth in detail an explanation of or defenses, if any, to the reasons or grounds contained in the statement. At such meeting the employee may also make an oral statement regarding the charges.

The employee shall have the right to the presence of a Union representative at such meeting but shall have no right to a continuance of such meeting to secure the presence of a particular Union representative.

The Department Head will consider the employee's written response, if any, and oral statement, if any, if timely received, before taking final action on the termination or suspension.

This Article remains subject to the limitations contained in section 8-14(b) of the City Charter.

Section 4. FILING OF GRIEVANCE. Any grievance challenging the discharge or termination of an employee may be commenced at the step prior to the final step of the grievance procedure, provided that it is filed not later than seven (7) calendar days after the date of the action taken by the City.

Section 5. REMOVAL FROM PERSONNEL FILE.

a) In the event discipline is imposed and it is established through the grievance procedure that such discipline was not warranted, such disciplinary action shall be removed from the employee's personnel file. Any disciplined employee may be represented, at his or her option, by the Union during the processing of any grievance concerning such discipline.

b) If an employee has not received a disciplinary action, excluding demotion, suspension or dismissal, for a period of two years (24 months), he/she may request that all disciplinary action, excluding demotion, suspension, and dismissal, over two years (24 months) old be removed from his/her file maintained in the City Human Resources Department. Such removal should not be unreasonably denied by the City.

ARTICLE 5. GRIEVANCE AND ARBITRATION

Section 1. A grievance is a claim that the City has violated an express provision of this Agreement. Any employee may discuss any grievable matter with an immediate supervisor on an informal basis without resorting to this grievance procedure, provided that no such informal discussion shall extend any time limit provided herein.

Section 2. A grievance shall be initiated either by an aggrieved employee or by the Union acting on behalf of one or more employees. Unless the grievance arises at a higher administrative level, it shall be presented by the employee and/or Union representative to the immediate supervisor of the employee within fourteen (14) days after the date on which the employee or the Union knew or reasonably should have known the facts giving rise to the grievance. The supervisor shall meet with the employee and/or Union representative within seven (7) days after receipt of the grievance and shall respond to both the Union and the grievant within seven (7) days after the meeting is concluded.

Section 3. If the grievance is not resolved under Section 2 above, it shall be presented to the involved Department Head by a Union representative and/or the grievant within seven (7) days after receipt of the supervisor's response under Section 2. The Department Head shall meet with a Union representative and/or the grievant within seven (7) days after the grievance is presented and shall respond to both the Union and the grievant within seven (7) days after the meeting is concluded.

Section 4. If the grievance is not resolved under Section 3 above, it shall be presented by a Union representative to the Mayor within seven (7) days after the receipt of the response of the Department Head under Section 3. The Mayor shall meet with a Union representative and the grievant within ten (10) days after the

grievance is presented and shall respond to the Union representative within ten (10) days after the meeting is concluded.

Section 5. If the grievance is not resolved under Section 4 above, the Union may request the appointment of an arbitrator pursuant to the American Arbitration Association's then current Labor Arbitration Rules by filing the appropriate Demand. Any such request and Demand shall be filed with the American Arbitration Association within fifteen (15) days following receipt of the answer of the Mayor. Arbitration shall be pursuant to the then current rules of the American Arbitration Association and the Colorado Uniform Arbitration Act. The decision of the Arbitrator shall be final and binding on the City, the employee, and the Union.

The arbitrator's fee and his other expenses shall be shared equally by the City and the Union provided that each party shall be required to compensate its own representatives and witnesses and pay the cost of production of its documentary evidence. Either party may at its own expense retain a certified shorthand reporter to record and transcribe the proceedings. Either party may provide the arbitrator with a transcript of the proceedings. Either party may order a copy of the transcript at its own expense.

Section 6. The City and the Union shall each have the right to investigate all circumstances relating to any grievance and shall assist each other in the conduct of any such investigation.

Section 7. Any grievance processed at Section 2 or beyond shall be reduced to writing, either on paper or by electronic medium such as e-mail, and shall include each of the following: The matter complained of; the date of its occurrence and the date the grievant or the Union first became aware of the matter; the sections or provisions of this Agreement which were allegedly violated; the disposition sought; the signature of the employee or Union representative; and the date the grievance

is filed. Any response by the City at Section 2 or beyond shall be reduced to writing, either on paper or by electronic medium such as e-mail.

Section 8. Grievances which arose prior to the effective date of this Agreement and the immediately preceding Agreement are not substantively arbitrable and shall not be subject to the grievance procedure described herein, and provided that grievances properly filed which arose prior to the effective date of this Agreement may be arbitrated under the provisions of the Agreement under which they arose.

Section 9. All claims for back wages shall be reduced by the amount, if any, of unemployment compensation benefits received by the employee and any compensation received for other employment obtained subsequent to removal from the City payroll.

Section 10. The failure of the City to file a timely response at any step of the grievance procedure shall be deemed to be a rejection of the grievance effective on the last day for timely response.

Section 11. The parties may mutually agree in writing to extend any time limitation contained in this Article. The parties recognize that such extensions are contrary to the spirit of this grievance procedure and shall be agreed on only for good cause.

Section 12. The findings and decision of the arbitrator shall be consistent with applicable Colorado law and with the express terms of this Agreement. The arbitrator shall have no power or authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

ARTICLE 6. STRIKES AND LOCKOUTS

Section 1. LOCKOUTS. No lockout of employees covered by this Agreement shall be instituted by the City during the term of this Agreement.

Section 2. STRIKES. The Union specifically agrees that employees in the classified service of the City are prohibited from engaging or participating in any strike, work stoppage, work slowdown, or mass absenteeism involving employees of the City of Pueblo.

Violation of this Article by any employee shall be cause for discipline or discharge. In addition, the City shall not be required to pay any employee any portion of his or her salary including fringe benefits while engaged in activity in violation of this Section.

The Union agrees not to encourage, condone, assist, or participate in any action prohibited by this Section.

Section 3. INJUNCTIVE RELIEF. The parties are specifically authorized to seek injunctive relief without first attempting to resolve any dispute relating to violation of this Article through the grievance procedure. The parties may, at their independent option, seek compensation for damages from the other party through the provisions of Article 5, Grievance and Arbitration.

ARTICLE 7. SENIORITY, TRANSFERS AND PROMOTIONS

Section 1. CITY SENIORITY - DEFINED. Unless otherwise set forth in this Agreement, seniority means an employee's length of continuous service with the City since his last date of hire.

Section 2. INFORMATION REGARDING SENIORITY. The City agrees to make available to the Union necessary information to resolve seniority conflicts as needed.

Section 3. BREAK IN SERVICE. Approved leaves shall not constitute a break in service for purposes of this Article. Employees who resign, are discharged, or retire shall be considered as having a break in service if they are subsequently employed in any capacity by the City, and, notwithstanding any provision of prior agreements to the contrary, for the purposes of this Article, such employees shall receive no credit for prior service.

Section 4. DEPARTMENTAL SENIORITY. Departmental seniority is defined as the continuous length of service in a department, measured from the date the employee was assigned in that department.

Section 5. TRANSFERS - DEFINED. A transfer is a change in an employee's position within a job title classification within such employee's department or in any other department or division of the City, which does not result in a change in the transferred employee's rate of pay.

Section 6. PROMOTIONS - DEFINED. A promotion is an appointment of an employee to a job title classification within such employee's work department or in any other department or division of the City, which does result in an increase in the promoted employee's rate of pay. A promoted employee shall be placed on the salary schedule at the step which results in not less than a five percent (5%)

increase in salary, or at the top of the salary schedule for the new position, whichever is less.

Section 7. DEMOTIONS - DEFINED. A demotion is a personnel action resulting in an employee's assignment to a job title classification within such employee's department or in any other department or division of the City, which results in a decrease in the demoted employee's rate of pay.

Section 8. LAYOFF.

A. When employees are laid off, the employees in the Department and class affected shall be laid off in the following order:

1. Unclassified part-time or temporary employees who perform substantially the same duties as the class affected;

2. Probationary.

3. Permanent.

Probationary and permanent employees shall be laid off within a Department and class in inverse order of their seniority as defined by Section 1 of this Article.

When an employee's position is abolished, that employee shall have the option to exercise his/her bumping rights, as defined in Section 10 of this Article, within his/her Department. The employee who is ultimately left without a position in his/her Department, if any, shall then have the option to exercise his/her Section 10 bumping rights City-wide.

Section 9. RECALL. Employees shall be recalled from layoff to positions within any class previously occupied on a permanent basis and for which they currently meet the minimum qualifications, according to their seniority as defined in Section 1 of this Article. No new employees shall be hired into any such classes until all such employees with reinstatement rights to such classes desiring to return to work have been recalled.

Section 10. BUMPING. When an employee is laid off, he/she shall be permitted to bump (replace an employee with less seniority) in accordance with this Section. Such employee may, if he/she so desires, bump the least senior employee in an equal or lower job class previously held by that employee on a permanent basis, provided the bumping employee has greater seniority than the employee whom he/she bumps and provided he/she currently meets the minimum qualifications of the job class. If the least senior employee's work schedule substantially differs from the work schedule of the bumping employee, the bumping employee shall have the option to bump instead the least senior employee with substantially the same work schedule, within the parameters contained herein.

Section 11. TRANSFERS AND PROMOTIONS. When filling vacancies, the City shall consider for transfer employees within the same class. The City will post notices of vacancies for ten (10) calendar days and will place a copy of the notice in the Union mailbox in the City Clerk's office.

Employees who file with the City written requests for consideration to transfer to vacancies that have been posted shall be considered; however, no such request shall be considered until all employees with applicable reinstatement or bumping rights have been accommodated.

If a position is not filled through reinstatement, demotion, reemployment, or transfer, the City shall fill the position from a civil service eligible list in the following manner:

(a) The Director shall forward a copy of the appropriate class specification to the Civil Service Commission, with a request for certification of the appropriate number of highest ranking eligible for appointment. The Civil Service Commission shall certify the following number of highest-ranking persons on the appropriate eligible list:

(1) For classifications assigned to Appendix C (open/closed), the Commission shall certify the names of the five highest ranking persons on the appropriate eligible list;

(2) For the entry level position of Emergency Services Dispatcher and Office Assistant, the Commission shall certify the names of the ten highest ranking persons on the appropriate eligible list; and

(3) For classifications assigned to Appendix B (closed), the Commission shall certify the names of the three highest ranking persons on the appropriate eligible list;

(b) The Director may also request from the Commission further information relating to the persons certified and to their application, examination, or certification process.

(c) Removal and certification of next highest eligible.

(1) If any person certified pursuant to above subsection (a) or otherwise hereunder fails to accept appointment to the position or fails to appear for an employment interview, that person shall be removed from the list and the name of person next highest on the eligible list shall be certified. Pursuant to the requirements of Civil Service Rule 31, the Civil Service Commission may retain on the eligible list the name of a person who refused an appointment or failed to appear for an employment interview only upon that person's timely request and for just cause.

(2) If any person certified pursuant to above subsection (a) or otherwise hereunder declines an employment interview, that person shall be removed from the list and the name of the person next highest on the eligible list shall be certified. Except for entry level positions including Wastewater Utility Worker, Water Reclamation Facility Worker, Airport Operations/Maintenance Worker, Office Assistant, Utility Worker, and Emergency Services Dispatcher and

pursuant to the requirements of Civil Service Rule 31, the Civil Service Commission shall retain on the list the name of a person who declines an employment interview upon that person's timely request. Irrespective of whether such person is retained on the list, the next highest eligible on the appropriate list shall be certified if requested by the Director.

With respect to the entry level positions including Wastewater Utility Worker, Water Reclamation Facility Worker, Airport Operations/Maintenance Worker, Office Assistant, Utility Worker, and Emergency Services Dispatcher and pursuant to the requirements of Civil Service Rule 31, the Civil Service Commission may retain on the eligible list the name of a person who declines an employment interview only upon that person's timely request and for just cause.

(3) The Director may request removal from the list the name of a person who does not otherwise qualify for or meet a requirement of the position. The Civil Service Commission shall grant such request and certify the name of the next highest ranking eligible on the list, if the person so removed does not actually qualify or meet requirements.

(d) If more than one vacancy is to be filled from an eligible list, the Director may request certification of an additional name for the second and each subsequent vacancy.

(e) If less than three names appear or remain on an eligible list, not including persons retained on the list pursuant to above subsection (c), the Mayor may either request that the Commission establish a new eligible list, or may accept a certification of less than three names; provided that in the case of a recruitment for entry level positions other than Emergency Services Dispatcher including Wastewater Utility Worker, Water Reclamation Facility Worker, Airport Operations/Maintenance Worker, or Utility Worker, or Emergency Services Dispatcher, the Mayor may request a new eligible list if less than five names remain

on the existing list, or may accept a certification of less than five names, and in the case of the entry level position of Emergency Services Dispatcher and Office Assistant, the Mayor may request a new eligible list if less than ten names remain on the existing list, or may accept a certification of less than ten names.

(f) If a person certified for appointment from an eligible list is rejected or passed over twice, the Mayor may request removal of the person from that eligible list. The Civil Service Commission may deny such request upon the basis of the person's qualifications.

(g) After a certification, the Director shall select a committee of at least three (3) persons to evaluate the persons certified. No member of the Bargaining Unit shall be allowed or required to serve as a member of the committee. Not more than one (1) member of a division of a department may be a member of the committee.

(h) After consultation with the involved department or bureau head and the committee, the Director shall forward the names of all persons certified and recommendations to the Mayor, who shall make the final appointment.

(i) The City shall notify each eligible certified for a vacancy of the appointment and the appeal rights available hereunder. If not appointed, the highest ranking eligible for each vacancy may appeal his rejection to the Civil Service Commission by filing a written notice of appeal within seven (7) days after receipt of the notice of appointment. The Commission shall hear the appeal within five (5) days of the filing of the notice of appeal. The City and the individual appointed shall also be notified of the hearing and be given an opportunity to be heard. The person filing the appeal shall have the burden of proving that the Mayor's appointment was arbitrary, capricious, or a clearly unwarranted abuse of discretion. If the Commission sustains the appeal, the appointment shall be vacated and the

appellant shall be appointed to the position by the Mayor pursuant to the decision of the Commission retroactive to the date of the original appointment.

(j) The Commission shall render its decision within five (5) days after the hearing which shall be final and binding subject only to judicial review pursuant to Rule 106, CRCP.

(k) Regardless of length of service or seniority, employees inside or outside of the Bargaining Unit shall be limited to a maximum of ten (10) seniority points on all civil service entry level or promotional examinations.

Classes within the Bargaining Unit shall be either closed classes, which are open only to members of the Bargaining Unit, or classes that may be closed or open to all applicants, as determined by the Mayor. Classes that are closed classes are listed in Appendix B. Classes that may be closed or open are listed in Appendix C.

Civil Service examinations for all classes in Appendix B shall be open only to employees within the Bargaining Unit who meet the qualifications for such classes. If the Civil Service Commission, after announcement of an examination and acceptance of applications for a class in Appendix B, determines that there are no qualified employee applicants available, the Commission may open such examination to non-employee applicants.

If the Mayor determines that a class in Appendix C is to be a closed class, examinations for such a class shall be conducted in accordance with the preceding paragraph. If the Mayor determines that a class in Appendix C is to be an open class, examinations for such a class shall be open to all applicants.

Section 12. RECLASSIFICATION. Whenever a position is reclassified, the incumbent in such position who has performed all duties of the position in a satisfactory manner for a period of one year or more shall be deemed qualified for

appointment along with the three highest ranking eligibles on the eligible list from which the reclassified position is to be filled.

ARTICLE 8. GENERAL PROVISIONS

Section 1. UNION AND NON-UNION ACTIVITIES. The parties agree not to interfere with the rights of employees to become members of the Union or to refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or the Union or any employer representative or any Union representative against any employee because of Union membership or nonmembership, or as a result of an employee's lawful exercise of rights granted by the City Charter or this Agreement. The Union recognizes its responsibilities as the sole and exclusive bargaining agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint, or coercion.

Section 2. NONDISCRIMINATION.

A. The City and the Union recognize that under State or Federal Law, neither party may discriminate against any employee because of race; age as defined; creed; color; sex; sexual orientation; handicap; or national origin.

B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. The City and the Union recognize that neither party may discriminate against, or in any way favor, any employee because of such employee's political opinions or affiliations as provided in the Pueblo City Charter.

ARTICLE 9. SPECIAL CONFERENCES

The City and the Union agree to set up a Labor Management Committee ("Committee") which shall consist of two (2) representatives appointed by the Union President and two (2) representatives appointed by the Mayor. If the Committee meets with respect to a subject which affects more than one (1) department, the composition of the Committee will be increased to three (3) representatives of the Union and three (3) representatives of the City as may be reasonably necessary depending on the complexity of the issue. Either party may bring in a subject matter expert to provide additional or needed information and to assist in the understanding of any particular subject under discussion.

The Committee shall discuss matters of concern to either the Union, the department, and/or the City as a whole. Statements by Committee members made during Labor Management meetings shall not be used as evidence or admissions in any grievance or arbitration proceeding between the parties. The failure of any party to reach agreement on any subject raised pursuant to this Article shall not be indicative of bad faith, nor shall such failure initiate the grievance procedures available under this Agreement.

Unless otherwise agreed upon, the Committee shall meet on a monthly basis at a time and place mutually agreed upon between the parties. Either party may request additional meetings as may be reasonably needed, and such meetings will occur at a time and place mutually agreed upon. Union shall notify the Director at least 48 hours in advance of any LMI meeting indicating which representatives and/or subject matter experts will be attending so that the Director can make arrangements with the employees' supervisors for scheduling purposes. No employee may attend any LMI meeting without 48 hours advance notice to the Director.

The Committee's discussion of an issue does not affect whether that issue is or is not a mandatory or permissive subject of bargaining.

ARTICLE 10. UNION REPRESENTATION

Section 1. UNION REPRESENTATION. The City agrees that the representatives of P.A.G.E. may confer with Bargaining Unit employees during break periods in a manner so as to not interrupt the work of employees. Additionally, said representatives may confer with members of the management staff at mutually agreeable times and places.

Section 2. NEW BARGAINING UNIT EMPLOYEES. When the City engages new employees in Bargaining Unit positions, it shall notify the Union of the name, class, and department of all such new employees within ten (10) days of employment.

Section 3. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES. The City agrees that during working hours, on the City's premises, or at the site of negotiations or grievance proceedings, and without loss of pay, Union officers and stewards shall be allowed to:

- Attend negotiations, grievances and special conferences;
- Collect Union dues, initiation fees, and assessments (if these funds are not collected through payroll deductions);
- Post Union notices;
- Transmit communications, authorized by the local Union or its officers, regarding grievances, arbitrations, and collective bargaining negotiations to the City or its representatives.

All such time off shall be with the approval of the employee's supervisor and subject to such supervisor's work and schedule requirements. Such approval shall not be unreasonably withheld. Abuse of this provision may be the subject of discipline.

Members of the Union as may be elected or designated as officers, stewards, or members of the negotiating committee to represent the Union shall be granted leave from duty, with no loss of pay under the terms and conditions set forth in this Article.

Officers of the Union and the Union Executive Board Members shall be granted Union business leave with pay to attend meetings of the Union or special conferences, if said meetings occur during a regular tour of duty. The maximum of off-duty hours allowed hereunder shall not exceed two hundred forty (240) per calendar year. It is understood that those Union officials granted leave hereunder shall be on call during attendance at such meetings. The privileges granted herein shall not be abused or unreasonably exercised. Union members using paid Union business leave shall notify their supervisor when leaving duty and when reporting back to duty.

Section 4. NUMBER OF REPRESENTATIVES. The Union shall designate a sufficient number of stewards to assure that each Department or Division, and each shift within each Department or Division, shall have a steward. No more than one (1) steward or Union officer at a time shall investigate any grievance on duty time; provided, however, two (2) stewards or Union officer(s) shall be allowed to attend a step 3 grievance meeting.

No more than four (4) employees at a time shall attend negotiations on duty time.

ARTICLE 11. UNION BULLETIN BOARDS

The Union shall have the right to post on the bulletin boards designated by the Department Head at all work locations where available, notices pertaining to Union matters, all of which pertain to the City. No other postings will be allowed. Should the available bulletin boards be insufficient, the Union may erect suitable bulletin boards in locations mutually agreeable.

ARTICLE 12. PROBATION

Section 1. NEW HIRE. A newly hired employee other than an Emergency Services Dispatcher shall serve a probationary period of six (6) months from the date of his most recent initial appointment. For a newly hired employee in the classification of Emergency Services Dispatcher, the probationary period shall be nine (9) months from the date of his most recent initial appointment. Any probationary period may be extended for an additional period not to exceed six (6) months upon mutual agreement of the affected employee and Department Head. A newly hired employee will not be allowed to transfer or demote to any position other than an entry level job (Office Assistant or Utility Worker) during the probationary period.

Section 2. PROBATION AFTER PROMOTION. A newly promoted employee other than an Emergency Services Dispatcher shall serve a probationary period in the higher-level class for a period of six (6) months from the date of appointment to the higher class. For a newly promoted employee in the classification of Emergency Services Dispatcher, the probationary period shall be nine (9) months from the date of appointment to the higher class. Any probationary period may be extended for an additional period not to exceed six (6) months upon mutual agreement of the affected employee and Department Head.

Newly promoted employees shall have their probationary period reduced by the amount of time, if any, spent during temporary duty in a higher class of a full shift or longer, in accordance with Article 15, Section 4, of this Agreement, when such temporary duty was in the class to which the employee was subsequently promoted. Only such temporary duty within the three (3) years preceding promotion shall be considered, and the maximum reduction of the probationary period shall be three (3) months.

Section 3. PROBATION AFTER TRANSFER OR DEMOTION TO A POSITION NOT PREVIOUSLY HELD. An employee demoted into a position not previously held shall serve a probationary period of six (6) months from the date of the demotion; provided, however, an employee demoted into a position not previously held and within the Emergency Services dispatcher classification shall serve a probationary period of nine (9) months. An employee transferred into a position shall serve a probationary period of 90 days, provided that the employee and the Department Head may mutually agree to continue such probationary period for an additional 90 days.

Section 4. RETURN TO PREVIOUS CLASS. A newly promoted, transferred or demoted employee may be returned to the previous class if the employee is unable to satisfactorily perform the duties of the new position. Such employee may grieve the return to the previous class under Article 5 of this Agreement.

ARTICLE 13. RESIGNATION

Section 1. NOTICE. An employee shall provide to the City at least seven (7) days' notice in writing of his intention to resign. Once the employee ceases employment, the employee may seek reemployment under the reemployment procedures.

Section 2. ABSENCE WITHOUT LEAVE. All unauthorized absences without leave shall be grounds for disciplinary action. Reduction of pay shall be made for all periods of unauthorized absences.

Section 3. UNAUTHORIZED ABSENCES FOR MORE THAN FIVE (5) DAYS. Any unauthorized absence of more than five (5) consecutive working days shall be deemed to be and shall constitute a resignation from employment by the employee.

ARTICLE 14. EMPLOYEE PERSONNEL FILE

Employees may inspect all documents contained in the employee's own personnel file as provided by the Colorado Open Records Law.

ARTICLE 15. WAGES AND OTHER PAYMENTS

Section 1. WAGE INCREASES DURING CONTRACT. Effective January 1, 2026, the monthly pay rate for each class, grade, step, or position of employees covered by this Agreement shall be increased by three and twenty-five hundredths' percent (3.25%) over the amount set by ordinance establishing the 2025 pay levels.

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2027, through December 31, 2027, the monthly pay rate for each class, grade, step, or position of employees covered by this Agreement shall be increased over the amount set by Ordinance establishing the 2026 pay levels by an amount equal to the Regional Adjustment multiplied by the CPI Index. For purposes of the foregoing calculation, the following terms have the following meanings:

"Regional Adjustment" means the quotient obtained by dividing the 2025 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2025 average annual cost of living index for the Denver- Aurora-Lakewood CO Metro (Denver Urban Area). The average annual cost of living index for each area shall be the composite index of the same name as published by the Council for Community and Economic Research (C2ER); and

"CPI Index" means the percentage increase for the period from January 2025 to January 2026 according to the following CPI index published by the United States Department of Labor's

Bureau of Labor Statistics:
Population Coverage: CPI-W
Area Coverage: Denver-Aurora-Lakewood Colorado Series

Items: All Items
Base Period: 1982-1984=100

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2028, through December 31, 2028, the monthly pay rate for each class, grade, step, or position of employees covered by this Agreement shall be increased over the amount set by Ordinance establishing the 2027 pay levels by an amount equal to the Regional Adjustment multiplied by the CPI Index. For purposes of the foregoing calculation, the following terms have the following meanings:

"Regional Adjustment" means the quotient obtained by dividing the 2026 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2026 average annual cost of living index for the Denver- Aurora-Lakewood CO Metro (Denver Urban Area). The average annual cost of living index for each area shall be the composite index of the same name as published by the Council for Community and Economic Research (C2ER); and

"CPI Index" means the percentage increase for the period from January 2026 to January 2027 according to the following CPI index published by the United States Department of Labor's Bureau of Labor Statistics:

Population Coverage: CPI-W
Area Coverage: Denver-Aurora-Lakewood Colorado Series
Items: All Items
Base Period: 1982-1984=100

Section 2. LONGEVITY COMPENSATION. Commencing with the month following completion of five (5) years of actual continuous service as a full-

time employee of the City, each such employee shall receive in addition to all other compensation for full-time service, the amount of Thirty-Two Dollars and Fifty Cents ($32.50) per month; following ten (10) years of such service, Thirty-Seven Dollars and Fifty Cents ($37.50) per month; following fifteen (15) years of such service, Forty-Seven Dollars and Fifty Cents ($47.50) per month; following twenty (20) years of such service, Fifty-Two Dollars and Fifty Cents ($52.50) per month. In no event shall longevity compensation exceed Fifty-Two Dollars and Fifty Cents ($52.50) per month.

Section 3. LONGEVITY COMPENSATION DURING LEAVES.

A. Longevity compensation as stated above shall be paid to an employee while on authorized leave with pay. Such longevity compensation shall not be paid to an employee for any month during which such employee shall be absent on leave without pay for more than one-half the working time prescribed for that employee's job classification. Absence without leave as defined in Section 6-6-12 of the 1971 Code of Ordinances of the City shall forfeit all longevity pay for the month in which such absence occurs.

B. For the purposes of this Section periods of authorized leave without pay shall not accrue as part of the actual continuous service necessary to qualify for longevity compensation. Service as a permanent part-time employee may be accrued as a part of the actual continuous service necessary to qualify for longevity compensation under this Section; provided, such service of permanent part-time employment be accrued on a percentage basis, i.e., two years of half-time service would accrue as one year of full-time service; and, provided further, that periods of permanent part-time service and full-time service are continuous.

C. Periods of time during which an employee in the classified service is off work due to lay-off or reduction in force and is on a valid reinstatement list shall not constitute a break in continuity of service; provided, however, such periods of time shall not be accrued as a part of the actual continuous service necessary to qualify for longevity compensation.

Section 4. RATE OF PAY FOR WORK IN HIGHER CLASSIFICATION. In any case when an employee is assigned work in a position in a higher class within

the PAGE Bargaining Unit, for a period amounting to one hour or more within a pay period, the employee shall be paid One Hundred Percent (100%) of the difference in pay between the employee's actual rate of pay and the lowest step in the salary schedule for the higher class that would provide a minimum increase of 3 percent or the highest step in the higher class, whichever is less. The employee shall be paid only for such hours actually worked.

In any case when an employee is assigned work in a position in a higher class outside the PAGE Bargaining Unit for a period amounting to one hour or more within a pay period, the employee shall be paid Seventy-Five Percent (75%) of the difference in pay between the employee's actual rate of pay and the lowest step in the salary schedule for the higher class that would provide a minimum increase of 3 percent for the actual period of such service.

For purpose of this Section only, Emergency Services Dispatchers who are assigned to and perform the duties of the supervisor in the Communication Center for a period of one (1) hour or more shall receive for each such hour step up pay of One Hundred (100%) percent of the difference between the employee's actual rate of pay and the lowest step in the salary schedule for the Emergency Services Dispatch Supervisor class that would provide a minimum increase of 3 percent.

In the event there is a valid eligibility list for a higher class, employees who have placed themselves on the current valid eligibility list for that higher class and who are on the crew, shift, or sector in which the temporary vacancy occurs shall be given opportunities to fill temporary vacancies in that higher class for the educational value to the employee and the department. In the event no such valid eligibility list exists, the employee in the next lower class with the most seniority in such lower class who is on the crew, shift, or sector in which the temporary vacancy occurs shall, with his consent, be assigned temporary duty in the higher class, unless the department furnishes proof of the inability of the employee to perform.

If no employee consents to such assignment, the Department Head may, at the Department Head's sole discretion, assign an employee temporary duty in a higher class; provided, however, no employee shall be assigned temporary duty in a higher class where the employee is not competent to perform such assignment.

Section 5. SHIFT DIFFERENTIALS. This Section shall apply only in those departments where two or more shifts are worked in any particular classification.

A. Full-time permanent employees who are assigned to work the afternoon shift shall receive an additional Seventy Cents ($.70) per hour for each hour worked on such shift.

B. Full-time permanent employees who are assigned to work the graveyard shift shall receive an additional One Dollar and Ten Cents ($1.10) per hour for each hour worked on such shift.

The shift differential amount paid is based on the start time of the shift and shall apply to each hour worked for the entirety of the shift.

Section 6. MILEAGE. An employee who is required and specifically authorized to operate his personally-owned automobile in the conduct of City business shall be paid the amount allowed by the Internal Revenue Service for each mile of usage of the personal automobile on City business. The City may, at its option, where an employee requests the City to exercise the within described option, where an employee regularly utilizes his personal car in the conduct of City business, estimate the average number of miles traveled per month and authorize a monthly allowance on the basis of such estimate at the rate allowed by the Internal Revenue Service per mile. Such estimated payment shall be in lieu of any claims for payment based upon actual mileage driven.

Section 7. TUITION REIMBURSEMENT. Upon recommendation of the Department Head and after prior approval by the Mayor, the City shall reimburse a permanent, full-time employee upon successful completion of an approved course or courses in education or vocational training. The course or training must be related to the work, be designed to improve competence in the job, and be of value to the employee's service to the City. The employee must conclude the course or training with a grade of "Pass," "C," or better in order to be entitled to reimbursement. The amount to be reimbursed will not exceed eighty percent (80%) of the cost of tuition, fees, and required books. If, and in the event, the course or training is of value to the employee's service to the City but is not related to the employee's work or is not designed to improve the employee's competence

in the job, the City will reimburse up to fifty percent (50%) of the cost of tuition, fees, and required books, not to exceed Five Hundred Dollars ($500.00) per year. This Article shall apply to employees completing the 30 hours of educational or vocational training after January 1, 1987.

SECTION 8. BILINGUAL COMPENSATION. Certain positions in the City may be required to be filled by employees who possess bilingual capabilities. The City reserves the right to determine the number of positions, where the positions are located, competency levels, and the second language required for each. Employees that hold these positions will be paid an additional Fifty Dollars ($50.00) per month for their capabilities. These positions will be bid on a yearly basis by seniority among all department personnel who meet the competency level required by the City.

SECTION 9. DISPATCH TRAINING INCENTIVE PAY. Communications Training Officers (CTO's) shall be selected by the City based upon the City's judgment relative to experience, knowledge, employment history, his/her ability to successfully monitor and train new/probationary employees and meet established qualifications for the CTO program.

Communications personnel with the CTO designation shall receive training incentive pay of twenty five dollars ($25.00) per shift per trainee when performing specific approved training duties. "Training duties" shall include, but are not limited to, "one-on-one" training, "double plug-in training," classroom instruction, materials preparation time, completion of Daily Observation Reports (DORs), and other training projects approved by the Dispatch Manager or his/her designee. Employees who sit with new/probationary employees, civilians, or other City personnel for the purpose of observing dispatch operations, and without being ordered to otherwise train, shall not be considered "in training" and shall not be eligible for training incentive pay.

CTO employees who fail to meet established expectations for the training program shall be relieved of responsibility under the program, at the City's discretion. Employees may re-apply for inclusion in the program after six (6) months and upon satisfactory demonstration that they meet program expectations.

SECTION 10. CDL TRAINING INCENTIVE PAY. CDL Trainers shall be selected by the City based upon the City's judgment relative to experience, knowledge, employment history, his/her ability to successfully monitor and train new/probationary employees and meet established qualifications for the CDL program.

CDL drivers with the CDL trainer designation shall receive training incentive pay of twenty five dollars ($25.00) per shift per trainee when performing specific approved training duties. "Training duties" shall include, but are not limited to, CDL classroom topics and hands-on training including with respect to changes to the federal regulations and other training projects approved by the Department Head or his/her designee.

CDL Trainers who fail to meet established expectations for the training program shall be relieved of responsibility under the program, at the City's discretion. Employees may re-apply for inclusion in the program after six (6) months and upon satisfactory demonstration that they meet program expectations.

ARTICLE 16. UNIFORM AND PROTECTIVE CLOTHING

Section 1. UNIFORMS. Any employee who is authorized and required to wear an official uniform, shall have that uniform provided, maintained, and laundered by the City.

Section 2. SPECIAL FOOTWEAR. All employees who are authorized and required to wear special footwear shall be paid the sum of Two Hundred dollars ($200.00) in January of each year. Such employees initially appointed during a year shall receive said footwear allowance with their initial paycheck.

ARTICLE 17. TOOLS

All employees who are required by the nature of their employment to use tools to accomplish their job assignment, and are required to provide their own tools, shall be reimbursed, upon presentation of receipts, for the cost of such tools up to maximum of Seven Hundred Fifty Dollars ($750.00) per year. Tools belonging to the City and employees shall be clearly marked or inscribed to identify ownership. Upon termination of employment with the City, all tools, except those purchased by the employee, shall remain the property of the City.

ARTICLE 18. HOURS OF WORK

Section 1. WORK DAY. The regular hours of work each day shall be eight (8) hours exclusive of lunch periods, within a twenty-four (24) hour period.

Section 2. WORK WEEK. The work week shall consist of five eight-hour days for a total of forty (40) hours.

Section 3. FLEX TIME. The Department Head, with the approval of the Mayor, may implement a flex time program within a department or a part thereof when, in the Department Head's judgment, consideration of the operational needs of the department would so allow. Assignment of employees to a flex time program within a department or a part thereof shall be based upon the operational needs of the department and such basis for assignment shall be consistently applied to each employee within the department or part thereof in which the flex time program is implemented.

The Department Head, with the approval of the Mayor, may revoke a flex time program at any time by giving notice of revocation to the Union and the employees assigned to the flex time program at least thirty (30) days prior to the date of revocation. During the period after notice and before revocation, the Union shall have the opportunity to present its view and suggestions with respect to the revocation; provided, however, the revocation shall not be subject to grievance and arbitration under this agreement.

Section 4. REPORTING. The Department Head shall establish procedures for reporting absence for each department or portion thereof. Such procedures shall be consistent with Article 20, Section 8 of this Agreement.

Section 5. CALL-BACK TIME. Any employee called back to work prior to the beginning of his next regular shift shall be selected pursuant to Section 7 of this Article and shall be compensated at the rate of time and one-half in cash or time and one-half off. An employee called back for work shall be compensated at the overtime rate for a minimum of four (4) hours. This provision shall not apply to those employees assigned to and compensated for stand-by purposes. Also, this provision does not apply to callbacks two (2) hours before and in conjunction with

commencement of the regular shift. In this case the employee will be paid a minimum of two hours at the overtime rate.

Section 6. STAND-BY TIME. Any employee assigned and required to hold himself available for call-backs shall be paid stand-by pay in the sum of One Dollar Twenty-Five Cents ($1.25) per hour in addition to all other compensation. Any employee on stand-by who is called back to work prior to the beginning of his next regular shift shall be compensated at the rate of time and one-half for a minimum of two hours.

Such stand-by assignments shall be fairly and equitably made upon a rotating basis to employees within the affected class and departments who volunteer for and are qualified to perform such duty. If sufficient employees do not volunteer for such duty, it shall be assigned upon a rotating basis within the appropriate class and departments. Any employee assigned and required to hold himself available for call backs shall be provided with a remote telecommunication device and shall be available for and able to report for work.

Section 7. OVERTIME ASSIGNMENTS. Non-emergency overtime shall be distributed fairly and equitably, on a rotating basis, within a class, section in the Police Department, and department. In order to accomplish the fair and equitable rotation of overtime distribution, a seniority list, in order of departmental seniority, shall be established for each class within each department. An employee must indicate in writing his willingness to perform overtime work in order to be placed on the appropriate list. Any employee on sick leave is not eligible for overtime for that 24-hour period unless such sick leave is used for a doctor or dentist appointment or attendance at a funeral. Overtime shall be distributed by offering it to employees in order of their placement on the appropriate list. Subject to the following exceptions, an employee's name shall be rotated to the bottom of the list when the employee accepts and works an overtime shift or portion thereof:

(1) In the Department of Aviation and the Streets Division of the Bureau of Public Works, an employee shall not be rotated to the bottom of the list until the employee has received a minimum of four (4) hours of overtime: and

(2) In the Wastewater Department, any employee who refuses or fails to work offered overtime shall have their name rotated to the bottom of the list following the name of the employee who actually worked such overtime. The following example is provided as illustration of the foregoing:

The order of the list is A,B,C,D, and employee A refuses the overtime, but B works such overtime. The new order would be C,D,B,A after rotation.

The following procedure shall apply to overtime assignments in the Police Department Communications Center: (For actual procedure to be used at the Police Department Communications Center reference Intra-Department Communication dated March 22, 2006.)

(1) In order of seniority the on-duty civilians will be offered all of the overtime if the vacated shift is two (2) hours or less. If the vacancy remains, the on-coming civilians in order of seniority will be offered the entire amount of the shift, if the vacated shift is two (2) hours or less. In order of seniority, the on-duty civilians will be offered the first one-half (1/2) of the vacated shift, exceeding two (2) hours. In order of seniority, the on-coming civilians will be offered the last one-half (1/2) of the vacated shift exceeding two (2) hours.

(2) If the vacancy remains, the most senior civilian with the day off will be offered the vacated shift.

(3) If the vacated shift cannot be filled by civilian personnel assigned to the Communication Center, it may be filled by other qualified Police Department personnel.

The parties recognize that certain tasks are inherently individual in nature, and work on an overtime basis necessary for an individual to complete such task is not subject to the provisions of this Section.

Section 8. SHIFT ROTATION. Emergency Service Dispatchers and other employees whose shift assignments were rotated on a regular, calendar-based cycle, during the term of the Agreement prior to this Agreement, shall continue such method of accomplishing the rotation of shifts. No change in an employee's

shift may be made by the City unless the employee is given notice in advance of three (3) shifts, including the one in which the employee is notified.

Section 9. SHIFT ASSIGNMENT. Employees assigned to a department or division/section thereof where two or more shifts are worked, shall be assigned to one of the shifts by the following procedures:

A. Shift assignments shall be bid on a seniority basis on a minimum of once per year.

B. Shift seniority shall be the length of service in a class within the department or division/section thereof. If departments or divisions/sections thereof are combined, seniority shall be integrated.

C. An employee may be transferred to another shift on a temporary basis for a period not to exceed sixty (60) calendar days per year for training purposes or other verifiable department needs.

D. Probationary employees may be assigned to any shift for training purposes, but it is understood that as much training as possible be done on the shift this employee will ultimately fill.

E. The Department Head may involuntarily transfer an employee to another shift within the same division, but such transfer shall be for just cause only, subject to the grievance procedure.

F. No change in an employee's shift may be made by the City, except due to a verifiable emergency, unless the employee is given notice in advance of seventy-two (72) hours. If less than 72 hours' notice is given, the employee shall be entitled to time and one-half for each hour in the first new shift which differs from the hours worked in the former shift, unless such employee is already receiving time and one half for such hour(s) under another provision of this Agreement. For each hour worked in the new shift which differs from hours worked in the former shift, the employee shall be paid shift differential irrespective of whether or not the hours worked in the new shift become the employee's regular assignment.

G. When a vacancy on a shift is filled or when a probationary employee completes his/her probation period vacating a more favorable training slot, the

vacancy shall be filled by bidding process on a seniority basis. If not filled in this manner, the least senior employee will fill the vacancy.

H. Employees may, with supervisor approval, trade shift assignments with the most senior employee desiring the trade.

Section 10. SPECIAL DUTY ASSIGNMENT**.** Departments may transfer employees within the same class or similar classes occupying the same line of promotion for seasonal work demands, special projects, cross training, and job development. The City will generally seek volunteers who have the necessary skills and certifications for the duty assignment. If volunteers are not available, or if more employees are qualified than is needed for the assignment, the City shall make the assignment based on seniority. Issues regarding duty assignment will be brought back to the Labor Management Committee established under Article 9 of this Agreement. Callout will be done on a rotating basis; the employee with most seniority would be offered it first then rotated to the bottom of the volunteer list. If no one volunteers for the assignment, the lowest person on the list would be assigned and then rotated to the top of the volunteer list.

ARTICLE 19. OVERTIME

Section 1. OVERTIME COMPENSATION. Employees will be compensated for overtime at the rate of time and one-half, in either cash or compensatory time, at the discretion of the employee for any overtime required. The overtime rate for each hour of overtime shall be computed as follows: 1 ½ times the sum of the basic monthly rate plus longevity pay, divided by 173.83, plus 1 ½ times the hourly shift differential, if any, for each overtime hour worked, plus 1 ½ times the hourly step-up pay, if any, for each overtime hour worked. Overtime pay shall be paid within the pay period and no later than the following pay period.

Section 2. COMPENSATORY TIME. The City retains the right to assign overtime. The payment of overtime or granting of compensatory time is left to the discretion of the City; provided, however, an employee shall not be forced to take compensatory time if the employee elects to be paid for the overtime work. The City will not be unreasonable in the granting of accrued compensatory time off and when it can be taken. The City's stated business reason shall be consistently applied to all employees in the same work unit regarding which employee must take the overtime option.

Section 3. DAILY. All work performed in excess of eight (8) hours in any work day shall be compensated at the overtime rate.

Section 4. WEEKLY. All work performed in excess of forty (40) hours in the designated work week shall be compensated at the overtime rate. For the purpose of this Section, the term "work performed" shall include compensatory time, vacation and paid personal leave actually taken. No other paid or unpaid leave shall be included as "work performed" or otherwise included in calculating hours worked up to or in excess of forty (40) hours. There shall be no duplication or pyramiding of overtime pay and employees shall not be paid more than once, for more than one reason or under more than one provision of this Agreement for the same hours worked. The work week for purposes of overtime under this Section commences on Sunday at 12:01 a.m. and ends at midnight on the following Saturday.

Section 5. COURT TIME. In the event a general services employee from the communication center is required to participate in a judicial proceeding outside of his or her normal work shift, he or she will be compensated for no less than two (2) hours at the rate of time and one-half, or for actual hours worked at the rate of time and one-half if more than two (2) hours. If the employee is required to participate or be available to participate during such time that the employee would have been on a regularly scheduled day either the day before or the day after a vacation or personal day or, if the day he or she is scheduled to be available is on a vacation day or a personal day the employee shall have the option to take a cash payment of time and one-half for the entire day or one-half time plus an additional day off.

Once the subpoena is served, an employee will not be allowed to schedule a vacation day or personal day on the date of the court proceeding. If the employee is subpoenaed while on sick or injured leave the employee will be considered in work status for that day.

ARTICLE 20. LEAVES AND OTHER ABSENCES

Section 1. SICK LEAVE.

A. PAID SICK LEAVE BENEFITS. Paid sick leave to the extent the same is accrued and unused shall be granted to permanent full-time employees and probationary employees in case of actual illness or disability occurring without negligence of the employee; or for an amount consistent with that required under the Healthy Families and Workplaces Act each calendar year for an illness of the employee's spouse or child, parent, or a member of the employee's immediate household, subject to verification thereof. A medical certificate issued and signed by the employee's physician which provides adequate verification that a legitimate medical reason for the absence existed and which provides enough detail so the City will understand what, if any, restrictions exist upon the employee's return to work shall be required for any absence for which paid sick leave is claimed by the employee exceeding four (4) consecutive working days; provided, further, the Mayor, in any case of suspected abuse of sick leave privileges, may require such medical certificate for any absence for which paid sick leave is claimed by the employee. Requests for sick leave for an employee's last scheduled work shift before a vacation or scheduled time-off, or for his first scheduled work shift after a vacation or scheduled time-off, may be indicative of such abuse. Use or attempted use of paid sick leave benefits for any reason other than actual illness or disability shall be deemed an activity unbecoming an employee of the City. Disability caused by injury while on duty and maternity leave shall be compensated as hereinafter set forth.

B. SICK LEAVE; ACCRUAL.

1. Each permanent full-time employee hired before 01/01/96 shall accrue paid sick leave at the rate of one and one-half days for each calendar month of completed full-time duty to a maximum accrual of two hundred (200) days. An employee hired on or after January 1, 1996, shall accrue paid sick leave at the rate of one day for each calendar month of completed full-time duty to a maximum accrual of two hundred (200) days.

2. Probationary employees shall accrue paid sick leave benefits during their probationary period.

C. SICK LEAVE; BENEFITS UPON SEPARATION.

1. Upon separation for any reason other than death, discharge, retirement, or resignation with more than 20 years continuous service, an employee hired prior to January 1, 1996, whose sick leave accumulation exceeds seventy-five (75) days shall be paid at his regular rate of pay for the amount of sick leave accumulated over seventy-five (75) days, but not to exceed seventy-five (75) days.

2. Effective January 1, 2004, upon separation due to retirement, death, or resignation with 20 or more years continuous service, an employee hired prior to January 1, 1996 whose sick leave accumulation exceeds fifteen (15) days shall be paid at his regular rate of pay for the amount of sick leave accumulated over fifteen (15) days, but not to exceed one hundred twenty 120 days. For the purpose of this section, an employee separating due to lay-off, after twenty or more years of service, may elect to be paid off as if they are retiring or elect to leave their sick leave accrual with the City in anticipation of rehire.

3. In the event of death, such sum shall be paid to the beneficiary designated by the employee and, if no beneficiary is designated, to the surviving spouse and, in the event there is no surviving spouse, such sum shall be paid to the estate of such employee.

4. Separation benefits shall be paid immediately upon the effective date of separation.

5. Employees hired on or after January 1, 1996, shall not be reimbursed for unused sick leave upon separation. These employees will have the option to receive compensation for ten (10) days of sick leave each year at one-half (1/2) pay. However, before an employee may exercise this option, he must have a minimum of twenty-four (24) days of unused accrued sick leave to his credit, and his accrual may not be reduced to less than twenty-four (24) days by the exercise of this option.

6. Employees hired prior to January 1, 1996, shall have the option of electing the new plan, however, they must waive all benefits under Sections 20 (c)(1), 20 (c)(2), 20 (c)(3), and 20 (c)(7) of this Article. Once this election is made, the employee may not return to the old plan. This election to enter the new plan must be made prior to January 1, 1996. Employees who opt into the new plan shall accrue sick leave at one day for each month of completed full-time service with the City.

7. Employees hired prior to January 1, 1996, who have not elected the new plan, and who have at least 15 years of service and 120 days of accrued, unused sick leave to their credit, may annually sell back up to 10 days of sick leave for 1/2 pay. The number of sick leave days sold back to the City shall be deducted from the employee's accrual, but his accrual will be increased by future sick leave accrued but unused, to the maximum of 200 days. The amount of days available for buy-back under Sections 20 (c)(1) and 20 (c)(2) shall be permanently reduced by one-half of the days sold back to the City.

Section 2. INJURY LEAVE.

A1. Each employee covered by this Agreement who is injured while in the performance of his duties inside or outside the City limits shall be paid injury leave in a sum equal to the employee’s full salary for the period of disability not to exceed one (1) calendar year from the date of the injury, except that an employee who undergoes surgery for such duty injury shall be entitled to a total of one year of paid injury leave during a period ending 18 months from the date of injury whenever he/she may be disabled and unable to work as a result of such a duty injury. Even though the period of time during such an employee who undergoes surgery for a duty related injury is 18 months from the date of such injury, the total amount of said injury leave to which an employee is entitled shall in no event exceed the sum equal to one year of such employee’s full salary.

A. If benefits are reduced by 50% under the provisions of the Worker's Compensation Act of Colorado due to the willful failure to use safety devices, willful failure to obey safety rules, or intoxication of the employee, injury leave benefits otherwise payable under this Section shall be denied.

B. Injury leave benefits as set forth herein are maximum benefits for each injury. Employees on injury leave shall be granted all benefits provided other employees covered by this Agreement the same as if they were in active service of the City.

C. Worker's Compensation temporary disability benefits paid to an employee for the same period of time he receives injury leave benefits hereunder shall be reimbursed to the City, provided; that no amount shall be reimbursed until such time as the temporary disability benefits are actually paid. In the event an employee receives temporary disability benefits for the period he received injury leave benefits, he shall endorse to the City the check received by him for the purpose of paying such benefits. Receipt of injury leave benefits hereunder by an employee shall operate as and be a partial assignment to the City of said employee's interest in and to any cause of action against a third party as defined in C.R.S. 1973 8-52-100, et. seq., as amended, to the extent of injury leave benefits paid or payable hereunder by the City to said employee. During such time as he is receiving injury leave benefits hereunder and for a period of sixty (60) days from and after the receipt of the final payment thereof, said employees shall have an exclusive right to engage the services of an attorney-at-law to settle or to otherwise dispose of said cause of action which shall not be settled or otherwise disposed of without the written consent of the City. If said employee engages the services of an attorney as aforesaid, the City shall not be liable for costs or attorney fees in connection therewith; however, in lieu thereof, the City agrees to limit its pro rata share of any recovery so effected to seventy-five percent (75%) of injury leave benefits paid or payable to the employee hereunder. If said employee fails to engage the services of an attorney, as aforesaid, the City may take such action as it deems advisable for the recovery of one hundred percent (100%) of all injury leave benefits paid to said employee, and said employee will cooperate with the City in such action as it may take and furnish any and all papers and information in his possession deemed by the City to be necessary in connection therewith.

Section 3. FUNERAL LEAVE.

In addition to all leave benefits authorized under the terms of this Agreement, employees shall be entitled to funeral leave benefits pursuant to the terms of this Article.

A. **Parent, spouse, spousal equivalent as defined in PMC Section 6-3-1 (33.1), child, brother, sister, and grandchild** - Each employee shall be entitled to funeral leave for a period of ten (10) consecutive workdays commencing with the day of notification of death. Funeral leave shall be a special administrative leave, which is not accrued, not subject to any maximum, and not charged against any other accrued leave benefits.

B. **Immediate family defined as grandparent, mother-in-law, father-in-law, or other relative residing in the same household as the employee** - Each employee shall be entitled to funeral leave for a period of ten (10) consecutive workdays commencing with the day of notification of death. Funeral leave shall be paid leave and charged to employee's sick leave provided employee has a sufficient amount of sick leave accrued.

C. **Person not a member of immediate family** - Each employee shall be entitled to paid leave for a period of one (1) calendar day per year in order to attend the funeral of a person other than a member the immediate family. Funeral leave shall be paid leave and charged to employee's sick leave provided employee has a sufficient amount of sick leave accrued.

D. **Co-worker** – In the event of death of a departmental employee, employees of said department may be granted one-half (1/2) day's funeral leave, not to exceed 4 hours, for attendance of the funeral provided that the work schedule can be arranged by the Department Head so as not to materially impair the ability of the department to perform its public duties.

	RELATIONSHIP	LEAVE AMOUNT	LEAVE TYPE
Section A	Parent	10 days	Administrative Leave (paid)
	Spouse	10 days	Administrative Leave (paid)
	Child	10 days	Administrative Leave (paid)
	Brother / Sister	10 days	Administrative Leave (paid)
	Grandchild	10 days	Administrative Leave (paid)
Section B	Mother-in-Law	10 days	Sick Leave or Vacation provided employee has sufficient amount of leave accrued
	Father-in-Law	10 days	Sick Leave or Vacation provided employee has sufficient amount of leave accrued
	Other Relative Residing in Same Household as Employee	10 days	Sick Leave or Vacation provided employee has sufficient amount of leave accrued
Section C	Person other than Immediate Family Member	1 day	Sick Leave or Vacation provided employee has sufficient amount of leave accrued
Section D	Co-Worker	4 hours	Sick Leave or Vacation provided employee has sufficient amount of leave accrued

Section 4. TIME OFF TO VOTE. Each employee working for the City on any election day shall be allowed such time off, with pay, as is necessary to vote. This section shall not apply to any employee whose hours of employment on the day of the election are such that there are three (3) or more hours between the time of opening and the time of closing of the polls during which the employee is not employed on the job.

Section 5. COURT LEAVE.

A. Employees called for jury duty during working hours shall be granted leave. Employees shall receive their regular pay based on the hours they are normally scheduled to work during such time of service, provided that they pay to the City any jury duty fees, excluding mileage and parking reimbursement, which they receive. Mileage compensation, as well as jury duty or witness fees earned during holidays or vacation, shall be retained by the employee. An employee who reports to the court for jury duty but is excused for the day shall report to his/her job assignment within a reasonable time.

B. Employees who are subpoenaed to appear in court shall receive time off with pay upon turning over to the Employer any fees they receive for appearing. This provision shall not apply in any instance where the employee is a party in any fashion to the court action in question unless the employee's involvement arises out of performance by the employee of his/her regular duties and responsibilities for the City.

Section 6. MILITARY LEAVE. Any permanent employee who presents official orders requiring his attendance for a period of training or active duty as a member of the United States Armed Forces shall be entitled to military leave for a period or periods not to exceed a total of fifteen (15) calendar days in any one year. Military leave shall be in addition to, and may not be concurrent with, authorized vacation leave. The City shall pay such employee his full pay, minus the amount of his military base pay for any scheduled work day spent on military leave. Upon his return to work from a military leave, each employee shall provide to the City a copy of his military pay voucher so that the amount of City pay owed to him can be determined.

Section 7. MATERNITY/PATERNITY LEAVE.

A. An employee shall be granted leave for the birth of the employee's child. Maternity leave shall commence at the time of the child's birth or at the time recommended by the mother's physician and such leave shall expire upon the physician's written recommendation or six weeks from the date of birth, whichever first occurs.

B. Paternity leave shall not exceed three (3) weeks and shall commence at the time of the birth of the child, unless otherwise agreed by the employee and the appropriate supervisor.

C. An employee may utilize either sick leave or vacation leave for maternity or paternity leave purposes.

Section 8. ABSENCE WITHOUT LEAVE. Any employee covered by this Agreement who finds it necessary to be absent from duty due to emergency shall report the reasons therefore to his supervisor or department at least one hour before working time on the first day of such absence, and thereafter as reasonably established by the Department Head pursuant to Article 18. If this is not possible, the employee shall report to his supervisor or department at the earliest possible time and shall state the reasons for his failure to report at least one hour before working time. Failure of an employee to so report may be grounds for disciplinary action.

ARTICLE 21. LIGHT DUTY

Section 1. If, as a result of service connected injury or illness, an employee is temporarily disabled and unable to efficiently perform the duties of his position, but is able to efficiently perform the duties of some other position in which a vacancy exists and which position is compatible with the employee's skills and abilities, then the Department Head(s) may refer the employee for placement in such vacant position for a period not to exceed six (6) months. Upon approval of the Department Head, Director, and the Mayor, the employee may be so employed. Such assignment shall be called light duty.

Section 2. The salary and benefits of an employee on light duty shall be at least equal to the salary and benefits at which he was employed at the time of his injury or illness.

Section 3. Upon presentation of a doctor's certificate stating that the employee is physically capable of performing all the duties of the position in which he was classified to work at the time of his injury or illness, he shall be returned to full duty at that classification. If the Department Head determines that the work of the employee upon return to work is not satisfactory, the Department Head may cause the employee to be reexamined to determine his ability to perform.

Section 4. Any employee who refuses to cooperate in the placement program, by failure to accept or continue in the employment offered, shall, as of any such refusal, be disciplined.

ARTICLE 22. MEAL PERIODS AND REST PERIODS

Section 1. MEAL PERIODS. The City agrees to continue providing an unpaid meal period at or near the middle of the work-shift for all employees except emergency services dispatchers and Airport Ops/Maintenance Workers and Airport Ops/Maintenance Specialists assigned to security.

Emergency services dispatchers and Airport Ops/Maintenance Workers and Airport Ops/Maintenance Specialists assigned to security, Community Service Officers (CSOs) and Real Time Crime Technicians shall be provided a lunch break at or near the middle of the work-shift when conditions reasonably permit. During such time as the employee is eating, he or she will be fully responsible for the performance of his or her assigned duties unless other qualified and assigned dispatchers and Airport Ops/Maintenance Workers and Airport Ops/Maintenance Specialists assigned to security are present and able to perform such duties.

The City will provide an opportunity and materials for washing up prior to eating.

Section 2. REST PERIODS. In all work groups where on the date of execution of this Agreement authorized practices existed with respect to rest periods (coffee breaks, etc.), these practices shall continue for the duration of this Agreement. In addition to any regularly scheduled breaks, employees shall be entitled to reasonable and necessary time for the purpose of going to restroom facilities.

ARTICLE 23. HOLIDAYS

Section 1. DESIGNATION. The following days are hereby declared holidays for all employees:

A. The first day of January (New Year's Day)

B. The third Monday in January (Martin Luther King, Jr. Day)

C. The third Monday in February (Presidents Day)

D. The last Monday in May (Memorial Day)

E. The fourth day of July (Independence Day)

F. The first Monday of September (Labor Day)

G. The second Monday in October (Columbus Day)

H. The fourth Thursday in November (Thanksgiving Day)

I. The day after Thanksgiving

J. The twenty-fifth day of December (Christmas Day)

K. Two personal days (to be used any time with Departmental approval). In the Police Department Communication Center, the employee will be allowed two (2) shifts.

Section 2. SATURDAY AND SUNDAY OBSERVATION. When any holiday listed above falls on Saturday, the preceding Friday shall be observed as the holiday; when the holiday falls on Sunday, the following Monday shall be observed as the holiday.

For those employees scheduled to work on a Saturday or Sunday holiday, that day shall be considered the holiday. For those employees scheduled not to work on a Sunday or Monday holiday, the preceding Saturday shall be considered the holiday. In addition to the above, any day may be designated as a holiday by proclamation of the Council President upon approval of the City Council.

Section 3. WORK ON A HOLIDAY. The Mayor, Department Head, or immediate supervisor may require any employee to work on a holiday. Eligible employees who are required to work on the actual day of the holiday listed in Section 1 (A – J) of this Article shall be paid two times their regular rate of pay for each hour or fraction thereof of work performed on such day, in addition to their

regular monthly compensation. If the date that the employee works is a holiday for that employee, under Section 2 of this Article, then the employee shall be paid one and one-half times the regular rate of pay for the hours actually worked in addition to their regular monthly compensation.

Section 4. JUNETEENTH DAY. Subject to and conditioned upon similar amendments being made and becoming effective with respect to Section 6-6-1, P.M.C., and the City's collective bargaining agreements with the International Association of Fire Fighters Local No. 3 and International Brotherhood of Police Officers Local 537, Juneteenth Day (June 19th) shall be recognized as a declared holiday in addition to those designated in Section 1 of this Article.

ARTICLE 24. VACATION

Section 1. ENTITLEMENT.

Every employee shall be allowed vacation leave with pay at the rate set forth in the following schedule:

SERVICE REQUIRED	ANNUAL ACCRUAL	ACCRUAL RATE
0 -- 6 Months	0 Shifts	0 hours for each full month service *
7 months -- 60 months	12 Shifts (8 Hours)	8 hours for each full month service
61 months -- 120 months	15 Shifts (8 Hours)	10 hours for each full month service
121 months -- 180 months	18 Shifts (8 Hours)	12 hours for each full month service
181 months -- 240 months	21 Shifts (8 Hours)	14 hours for each full month service
241 months or more	24 Shifts (8 hours)	16 hours for each full month service

* Notwithstanding the above language, every employee other than an employee in the Emergency Services Dispatcher classification shall be credited with 40 hours vacation upon successful completion of the initial probationary period. An employee in the Emergency Services Dispatcher classification shall be credited with 40 hours vacation upon successful completion of the initial six months of service.

Section 2. HOW TAKEN. Vacation credit may be accumulated to a maximum of twice the amount accrued annually by the particular employee at any one time, and such leave may be granted in minimum and maximum periods as provided by the Department Head concerned; provided vacation leave will not be granted in excess of vacation credit earned prior to the starting day of leave.

Section 3. VACATION RECORDS. Each Department Head shall keep the necessary records of vacation leave allowance. Vacation schedules shall be worked out between the Department Head and the employees of his department. The employee in the classification with the longest consecutive length of service, as defined in Rule 37 of the Civil Service Rules, with the City shall be given first choice, the next senior employee second choice, and the like for succeeding conflicts, if any. For the purpose of vacations in the Police Department Communication Center for members of the Bargaining Unit, there shall be created three (3) vacation rosters, by shift, and for the purpose of compiling a seniority list, the Senior Dispatcher Classification and the Dispatcher Classification shall be combined and the employees on the shift will choose their vacations on the basis of seniority on the combined seniority list by shift. The Department Head shall have the right to determine how many employees in a classification may be off on vacation at any one time.

For the purpose of scheduling vacations in the Streets Division, the following shall apply:

1. Vacations shall be scheduled for each area crew. For each area crew, there shall be two (2) vacation rosters, each of which shall have combined classifications.

2. The first vacation roster on each crew shall contain the classification of Crew Leader, Street Inspector, and Equipment Operator IV and Equipment Operator II. Within those classifications, the employee with the longest consecutive service within the Department shall be given first choice to schedule vacation, the next senior employee second choice and, the like for succeeding employees.

3. The second vacation roster for each crew shall contain the combined classifications of Sweeper Operator, Equipment Operator I, and Laborer. Within those classifications, the employee with the longest consecutive service within the department shall be given first choice to schedule vacation, the next senior employee second choice, and the like for succeeding employees.

4. Six (6) employees on each crew shall be allowed vacation at the same time, three from the first vacation roster and three from the second vacation roster on each crew.

Section 4. PAY IN LIEU OF VACATION. If, in the discretion of the Mayor, an emergency exists, an employee may be granted the equivalent in money of vacation leave to which such employee is entitled for that year; but it is the policy of the council that each employee shall be granted a full amount of vacation leave each year.

Any employee who has reached the age of fifty (50) years and has a minimum of fifteen (15) years of service with the City, or any employee regardless of age who has a minimum of twenty (20) years of service with the City, may sell eighty (80) hours of vacation and two (2) personal days one time per year for no more than three years.

Section 5. CREDIT FOR HOLIDAY WORKED. In lieu of other holiday benefits, Emergency Services Dispatchers, and Code Enforcement Officers shall be credited with one additional working shift of vacation for each holiday set forth in Article 23, except for personal holiday(s), at the end of each completed year of service. Said employees shall not receive an additional vacation day for personal holiday(s).

ARTICLE 25. HEALTH, HOSPITALIZATION AND DENTAL INSURANCE

Section 1. HEALTH, ACCIDENT, HOSPITALIZATION AND MAJOR MEDICAL INSURANCE. Health insurance shall be as provided or otherwise determined pursuant to the August 26, 2019 Self-Funded Health Benefit Plan Amendment to the Labor Agreement, a copy of which is attached hereto and labelled Appendix E; provided, however, subsection 1.b. shall be amended to read as follows:

> Premiums and Contributions. Premiums shall be determined by City based upon the recommendation of City's insurance broker consultant, the plan design chosen pursuant to above Subsection 1.a., and the funding level acceptable to City. Employees who are eligible and select an offered plan shall pay the cost of any applicable premium by payroll deduction subject to the contributions herein provided. The City shall pay 95% of the actual premium for an individual policy per month but not to exceed $985.80. The City shall pay 78% of the actual cost of a premium toward the cost of a single plus spouse, single plus child or children or family policy per month for employees but not to exceed $1,756.90 with respect to a single plus spouse plan or $1,598.31 with respect to a single plus child or children plan or $2,057.39 with respect to a single plus family plan ("Contribution Cap"). The Contribution Cap applicable to each coverage tier, i.e. individual, single plus spouse, single plus child or children or family coverage tier, shall be increased by fifty percent (50%) of any increase between the HMO Tier 1 premium for such coverage tier in the current year and the recommended HMO Tier 1 premium for such coverage tier in the subsequent year. If the employee elects coverage under a PPO option, if offered, the City's contribution to payment for such PPO shall be in the same dollar amount as if the employee had elected coverage under the HMO Tier 1 option for the same coverage tier. If an employee elects coverage under a high deductible health plan with Health Savings Account ("High Deductible

HSA"), if offered, the City's monthly contribution for the High Deductible HSA shall be One Hundred Dollars ($100.00) per month less than monthly contribution required for the City's HMO Tier 1 plan, at the same coverage tier, and the City will contribute Sixty Six Dollars and 67 Cents ($66.67) per month to each employee's health savings account under such High Deductible HSA.

Section 2. DENTAL POLICY. The City shall pay $24.66 monthly toward the full cost of an individual employee policy or family policy for employees.

ARTICLE 26. RESERVED

ARTICLE 27. NEW CLASSES

Section 1. NEW CLASSES. In the event of the creation of a new class during the term of this Agreement, the parties shall meet and confer in good faith respecting such class within twenty (20) days from the creation thereof. The parties may, if they mutually agree, amend this Agreement by memorandum of understanding to make special provisions for such new class.

Section 2. PROVIDING DATA. Both parties agree they are mutually obligated to provide all reasonable required data in their possession to the other party in respect of the discussions referred to in Section 1 hereof.

Section 3. MEETINGS. The parties agree to schedule joint meetings between representatives of the Union and representatives of City management as follows:

a) meetings under this section shall be held not more than once each quarter;

b) Union presence at such meetings shall be limited to the Union president or designee and not more than four (4) additional Union representatives;

c) requests for such meetings must be initiated by the Union or the City on not less than 30 days' written notice to the other party;

d) such meetings shall not be substitute for the grievance procedure in this agreement;

e) no final agreement or final action shall be done at such meetings.

ARTICLE 28. OTHER CONDITIONS

1. During the term of this Agreement, no existing practice affecting a mandatory subject of bargaining, as defined in Section 8-14 of the Charter of the City of Pueblo, shall be changed, except by mutual written agreement of the parties.

The term "existing practice affecting a mandatory subject of bargaining" does not include any right reserved to the City under Article 3 of this Agreement.

2. In accordance with City Council Resolution No. 7157, smoking by any member of the Bargaining Unit is prohibited in all public buildings which are owned, leased or controlled by the City of Pueblo, except in designated smoking areas, if any, located in restaurants operated under concession or management agreements with the City.

Smoking by any member of the Bargaining Unit is prohibited in or on all City owned or leased vehicles at all times.

3. In each department in which a CIRSA safety committee is established, the safety committee shall include a Bargaining Unit member. The Union reserves the right to designate the member of the Bargaining Unit who will serve on the safety committee.

ARTICLE 29. WAIVER AND NOTICE

Section 1. WAIVER. Failure of either party to enforce, or insist upon, the performance of any term, condition, or provision of this Agreement in any one or more instances shall not be deemed a waiver of such term, condition, or provision. No term, condition or provision of this Agreement shall be deemed waived by either party unless such waiver is reduced to writing and signed by an agent of the party who has actual authority to give such waiver. If such written waiver is given, it shall apply only to the specific case for which the waiver is given and shall not be construed as a general or absolute waiver of the term, condition, or provision which is the subject matter of the waiver.

Section 2. NOTICE REQUIREMENTS. Where any provision of this Agreement requires that any notice or information be given by one party to the other party within a specified time, such requirement will not be met unless such notice is personally served upon the official of the other party designated to receive such notice under the terms of this Agreement or left at such person's regular business office during normal business hours with his administrative support staff within the limits specified in this Agreement. The Union shall provide to the City the names of not less than three (3) authorized representatives. Service of any notice required under the terms of this Agreement upon such an authorized representative shall be effective service upon the Union.

ARTICLE 30. SEVERABILITY

Should any provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. However, if any provision of this Agreement should be declared invalid by any court of competent jurisdiction, then the parties to this Agreement shall meet within fifteen (15) days from the date they learn of such declaration and negotiate in good faith for the purpose of agreeing upon a lawful provision which would accomplish the intent of the parties as expressed by the provision declared invalid.

ARTICLE 31. ENTIRE AGREEMENT

AGREEMENT COVERS ALL MATTERS. The Union and the City agree that this Agreement and the July 10, 2012, Memorandum of Understanding, a copy of which is attached hereto and labeled Appendix D, covers all matters affecting wages, rate of pay, hours, grievance procedures, working, and other terms and conditions of employment. These matters are not available for further negotiations during the administration of this Collective Bargaining Agreement, except as specifically provided for herein. During the terms of this Agreement, neither the City nor the Union shall utilize this Article to avoid processing matters set forth in this Agreement through the settlement of disputes provisions.

ARTICLE 32. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2026, and all of its provisions shall remain fully effective through December 31, 2026, and may be extended by the City for two (2) successive one (1) year terms.

The decision to extend the term of this Agreement shall be made by the City Council on or before the 15th day of March 2026, or 2027, whichever the case may be. The extended term shall be upon the same terms and conditions, except that wages during each extended term shall be as provided or otherwise determined pursuant to Section 15.1 of the Agreement and health insurance during each extended term shall be as provided or otherwise determined pursuant to Section 25.1 of the Agreement. If the City Council shall fail to extend the term of the Agreement as stated above, then either party may commence negotiations for a successor agreement by serving notice pursuant to the City Charter on or before April 1, 2026, or April 1, 2027, as the case may be.

ARTICLE 33. WELLNESS PROGRAM

The City will maintain a wellness program which may be made City-wide at the option of the City. The plan will be managed by the City and subject to amendment by the City with input from the representative designated by the Union.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2025.

PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES

_____

President

CITY OF PUEBLO

_____

Mayor

_____

Secretary

ATTEST:

_____

City Clerk

APPROVED:

_____

City Attorney

APPENDIX A

CITY OF PUEBLO

P.A.G.E.

BARGAINING UNIT

The Bargaining Unit shall consist of all non-supervisory employees in the classified service of the City of Pueblo, except Fire Fighters, Police Officers and Stage Hands. Specifically **excluded** are the following Class B, mid-management positions:

Accountant II
Accounting Manager
Administrative Assistant
Airport Operations/Maintenance Supervisor
Assistant Accounting Manager
Assistant Director/Human Resources
Assistant Director/Information Technology
Assistant Director/Parks and Recreation
Assistant WWTP Superintendent
Budget Analyst
CDGB/HOME & Housing Administrator
Civil Engineer/Construction
Civil Engineer/Drainage
Civil Engineer/Public Works
Civil Engineer/Transportations
Civil Engineer/Wastewater
Civil Service Administrator
Code Enforcement Manager
Community Initiative to Reduce Violence (CIRV) Program Manager
Community Service Supervisor
Construction Manager
Court Administrator
Crime Analyst
Deputy City Clerk
Deputy Director Public Works
Deputy Fire Chief
Dispatch Manager
Engineering Manager
Executive Assistant
Facilities Maintenance Superintendent
Fleet Superintendent
Grant & Resources Development Administrator

Grant Coordinator/Financial Empowerment
Grant Analyst
HR Analyst I
HR Analyst II
Landscape Architect
Legal Assistant
MPO Manager
MS4 Permit Coordinator
Non-Profit Compliance Coordinator
Outdoor Recreation Administrator
Paralegal
Parks Supervisor
PD Community Engagement Manager
Police Captain
Police Deputy Chief
Police Records Manager
Pretreatment Manager
Principal Planner
Purchasing Contracts Administrator
Recreation Supervisor
Regulatory Compliance Specialist
SCADA Administrator
Senior Business Systems Analyst
Senior GIS Administrator
Senior HR Analyst
Senior Integration Administrator
Senior Media Systems Administrator
Senior Network Administrator
Senior Network Communications Specialist
Senior Security Administrator
Senior Systems Administrator
Senior Tax Auditor
Shops Supervisor
Stormwater Coordinator
Stormwater Engineering Manager
Stormwater Utility Maintenance Supervisor
Street Maintenance Supervisor
Tax Audit Manager
Tax Auditor II
Traffic Control Supervisor
Traffic Engineer
Wastewater Collections Supervisor
Wastewater Engineering Supervisor
Wastewater Maintenance Supervisor
Wastewater Treatment Plant Lab Supervisor
Wastewater Treatment Plant Superintendent

APPENDIX B

CLOSED CLASSES

Accounting Technician II
Accounting Technician III
Accounting Technician IV
Administrative Technician
Airport Operations/Maintenance Specialist
Area Crew Leader
Associate Engineer I
Associate Engineer II
Associate Engineer II – Stormwater Utility
Associate Engineer II – Wastewater
Associate Field Engineer
Aviation Operations Technician
Business Systems Analyst
Civil Service Technician
Code Enforcement Officer
Court Technician II
Emergency Services Dispatch Supervisor
Equipment Operator I
Equipment Operator II
Equipment Operator IV
Fire Support Technician
Gardener
HR Records Technician
Investigations Technician
Inspector – Stormwater Utility
Inspector - Wastewater
Lab Analyst II
Lab Analyst III
Land Use Records Technician
Land Use Technician
Land Use Technician II
Law Department Technician
Lead Code Enforcement Officer
Lead Court Technician
Legal Support Assistant
Municipal Records & Technical Coordinator
Network Communications Specialist II
Parks Area Crew Leader
Park Caretaker I
Park Caretaker II
Park Caretaker II - Irrigation
Park Caretaker II - Playground
Park Maintenance Mechanic

Parks & Recreation Technician
Parts Clerk
Police Investigations Technician
Police Payroll Technician
Police Records Technician
Police Services Technician
Property and Evidence Technician
Purchasing Contracts/Coordinator
Senior Airport Operations/Maintenance Specialist
Senior Office Assistant
Senior PC Network Technician
Senior Wastewater Treatment Plant Maintenance Mechanic
Streets Maintenance Mechanic
Stormwater Crew Leader
Surveyor
Sweeper Operator
Traffic Control Utility Worker II
Traffic Control Utility Worker III
Traffic Signs and Marking Specialist
Wastewater Operator A
Wastewater Operator B
Wastewater Inventory/Control Specialist
Wastewater Treatment Plant Instrument & Controls Specialist
Wastewater Treatment Plant Maintenance Mechanic
Wastewater Utility Worker I
Wastewater Utility Worker II
Wastewater Utility Worker III
Wastewater Utility Worker IV
Water Reclamation Worker I
Water Reclamation Worker II

APPENDIX C

CLASSES WHICH ARE OPEN OR CLOSED
UPON DETERMINATION OF MAYOR

Abandoned Vehicle Coordinator
Abatement Worker
Accountant I
Airport Operations/Maintenance Worker
Aviation Security/Contracts Coordinator
Building Custodian
Carpenter
Civil Service Analyst
Code Enforcement Officer
Community Development Specialist
Community Outreach Specialist
Community Risk Reduction Coordinator
Community Service Coordinator
Community Service Officer
Community Service Specialist
Court Marshall
Court Technician
Crime Data Technician
Dispatch Training Coordinator
Electrician
Emergency Services Dispatcher
Fleet Mechanic
Fleet Service Writer
GIS Coordinator
GIS Specialist I
GPS Technician
Horticulture Specialist
Housing and Community Development Coordinator II
Housing and Community Development Specialsit
HVAC Technician
Inspector - Construction
Lab Analyst
Laboratory Pretreatment Specialist
Licensing Coordinator
Media Systems Administrator
Network Communication Specialist I
Marketing and Recruitment Specialist
Marketing and Social Media Specialist
Mason
Media Systems Specialist
Office Assistant
Painter

Park Ranger
Parking Enforcer
Parks Senior Mechanic/Welder
Payroll Coordinator
PC Network Technician
Permit Compliance Specialist – SW
Permit Compliance Specialist – WW
Planner
Plumber
Pretreatment Specialist
Probation Officer
Program Coordinator/Aquatics
Program Coordinator/El Centro del Quinto Sol
Program Coordinator/Forestry
Program Coordinator/Horticulture
Program Coordinator/Housing
Program Coordinator/Ice Arena
Program Coordinator/Marketing
Program Coordinator/Park Rangers
Program Coordinator/Sports
Public Works Asset Coordinator
Public Works Projects Coordinator
Purchasing Specialist
Real Time Crime Center Technician
Senior Facilities Maintenance Technician
Senior Planner
Senior Traffic Signal Technician
Social Media Specialist
Solid Waste Coordinator
Survey Party Chief
Survey Party Chief-LS
System Administrator
Tax Compliance Technician
Tax Auditor
Traffic Engineering Analyst
Traffic Signal Technician
Transportation Planning Technician
Trash Removal Coordinator
Utility Locate Technician
Utility Worker
Wastewater Data Technician
Wastewater Data Technician II
Wastewater Maintenance Coordinator
Water Reclamation Worker
WW Utility Worker

APPENDIX D

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this 27th day of June, 2012 by and between the Pueblo Association of Government Employees ("Union") and Pueblo, a Municipal Corporation ("City").

WHEREAS, Union is desirous of implementing a ten (10) hour a day work day within certain divisions of the Wastewater Department.

WHEREAS, the City is agreeable to implementing a ten (10) hour work day on a trial basis and subject to certain limitations and conditions.

NOW, THEREFORE, in consideration of the foregoing, the Union and City stipulate; acknowledge and agree as follows:

1. A work schedule shall be implemented wherein: (a) the regular hours of work each day shall be ten (10) hours exclusive of lunch periods, within a twenty-four (24) hour period; and (b) the work week shall consist of four (4) ten-hour days for a total of forty (40) hours (herein the "4 x 10 Schedule").

2. With respect to employees assigned to the 4 x 10 Schedule, the terms and conditions of employment and related provisions of the labor agreement between the Union and City shall be amended as follows:

(a) Article 13, Section 3:

UNAUTHORIZED ABSENCES FOR MORE THAN FOUR (4) DAYS. Any unauthorized absence of more than four (4) consecutive working days shall be deemed to be and shall constitute a resignation from employment by the employee

(b) Article 18, Sections 1 and 2:

Section 1. WORKDAY. The regular hours of work each day shall be ten (10) hours exclusive of lunch periods within a twenty-four (24) hour period.

Section 2. WORK WEEK. The work week shall consist of four ten-hour days for a total of Forty (40) hours.

(c) Article 19, Section 3:

Section 3. DAILY. All work performed in excess of ten (10) hours in any work day shall be compensated at the overtime rate.

(d) Article 20:

Section 1. SICK LEAVE.

A. PAID SICK LEAVE BENEFITS. Paid sick leave to the extent the same is accrued and unused shall be granted to permanent, full-time employees and probationary employees in case of actual illness or disability occurring without negligence of the employee; or for a maximum of twenty-four (24) hours in each calendar year for an illness of the employee's spouse or child, parent, or a member of the employee's immediate household, subject to verification thereof. A medical certificate subscribed by the employee's physician on forms supplied by the City shall be required for any absence for which paid sick leave is claimed by the employee exceeding three (3) consecutive working days; provided, further, the City Manager, in any case of suspected abuse of sick leave privileges, may require such medical certificate for any absence for which paid sick leave is claimed by the employee. Requests for sick leave for an employee's last scheduled work shift before a vacation or scheduled time-off, or for his first scheduled work shift after a vacation or scheduled time-off, may be indicative of such abuse. Use or attempted use of paid sick leave benefits for any reason other than actual illness or disability shall be deemed an activity unbecoming an employee of the City. Disability caused by injury while on duty and maternity leave shall be compensated as hereinafter set forth.

B. SICK LEAVE; ACCRUAL.

1. Each permanent full-time employee hired before 01/01/96 shall accrue paid sick leave at the rate of twelve (12) hours for each calendar month of completed full-time duty to a maximum accrual of one thousand six hundred (1,600) hours. An employee hired on or after January 1, 1996, shall accrue paid sick leave at the rate of eight (8) hours for each calendar month of completed full-time duty to a maximum accrual of one thousand six hundred (1,600) hours.

2. Probationary employees shall accrue paid sick leave benefits during their probationary period.

3. Temporary and temporary part—time employees shall not accrue paid sick leave benefits.

C. SICK LEAVE; BENEFITS UPON SEPARATION.

1. Upon separation for any reason other than death, discharge, retirement, or resignation with more than 20 years continuous service, an employee hired prior to January 1, 1996, whose sick leave accumulation exceeds six hundred (600) hours shall be paid at his regular rate of pay for the amount of sick leave accumulated over six hundred (600) hours, but not to exceed six hundred (600) hours.

2. Effective January 1, 2004, upon separation due to retirement, death, or resignation with 20 or more years continuous service, an employee hired prior to January 1, 1996 whose sick leave accumulation exceeds one hundred twenty (120) hours shall be paid at his regular rate of pay for the amount of sick leave accumulated over one hundred twenty (120) hours, but not to exceed nine hundred and sixty (960) hours. For the purpose of this section, an employee separating due to lay-off, after twenty or more years of service, may elect to be paid off as if they are retiring or elect to leave their sick leave accrual with the city in anticipation of rehire.

3. In the event of death, such sum shall be paid to the beneficiary designated by the employee and, if no beneficiary is designated, to the surviving spouse and, in the event there is no surviving spouse, such sum shall be paid to the estate of such employee.

4. Separation benefits shall be paid immediately upon the effective date of separation.

5. Employees hired on or after January 1, 1996, shall not be reimbursed for unused sick leave upon separation. These employees will have the option to receive compensation for eighty (80) hours of sick leave each year at one-half (1/2) pay. However, before an employee may exercise this option, he must have a minimum of one hundred and ninety-two (192) hours of unused accrued sick leave to his credit, and his accrual may not be reduced to less than one hundred and ninety-two (192) hours by the exercise of this option.

6. Employees hired prior to January 1, 1996, shall have the option of electing the new plan, however, they must waive all benefits under Sections 20(c)(1), 20(c)(2), 20(c)(3), and 20(c)(7) of this Article. Once this election is made, the employee may not return to the old plan. This election to enter the new plan must be made prior to January 1, 1996. Employees who opt into the new plan shall accrue sick leave at eight (8) hours for each month of completed full-time service with the City.

7. Employees hired prior to January 1, 1996, who have not elected the new plan, and who have at least 15 years of service and nine hundred and sixty (960) hours of accrued, unused sick leave to their credit, may annually sell back up to eighty (80) hours of sick leave for 1/2 pay. The number of sick leave hours sold back to the City shall be deducted from the employee's accrual, but his accrual will be increased by future sick leave accrued but unused, to the maximum of one thousand six hundred (1,600) hours. The amount of hours available for buy-back under Sections 20(c)(1) and 20(c)(2) shall be permanently reduced by one-half of the hours sold back to the City.

(e) Article 23, Section 1, Subsection K:

K. Sixteen hours of personal leave. Personnel leave shall not be accumulated and may be only taken if there is sufficient personal leave time and/or vacation time to cover a complete work day.

(f) Article 24, Section 1:

Section 1. ENTITLEMENT.

Every employee shall be allowed vacation leave with pay at the rate set forth in the following schedule:

SERVICE REQUIRED	ANNUAL ACCRUAL	ACCRUAL RATE
0 - 6 Months	0 hours	0 hours for each full month service*
7 months - 60 months	ninety-six (96) hours	8 hours for each full month service
61 months - 20 months	one hundred and twenty (120) hours	10 hours for each full month service
21 months - 180 months	one hundred and forty-four (144) hours	12 hours for each full month service
181 months or more	one hundred and sixty-eight (168) hours	14 hours for each full month service

*Notwithstanding the above language every employee shall be credited with forty (40) hours vacation upon successful completion of the initial probationary period.

(g) Article 24, Section 4:

Section 4. PAY IN LIEU OF VACATION.

If in the discretion of the City Manager an emergency exists an employee may be granted the equivalent in money of vacation leave to which such employee is entitled for that year but it is the policy of the council that each employee shall be granted a full amount of vacation leave each year.

Any employee who has reached the age of fifty 50 years and has a minimum of fifteen 15 years of service with the City or any employee regardless of age who has a minimum of twenty 20 years of service with the City may sell eighty (80)

hours of vacation and sixteen (16) hours personal leave one time per year for no more than three years.

3. Employees in the Operations, Lab and Maintenance Division of the Wastewater Department may be authorized to work the 4 x 10 Schedule upon approval by the Director of the Wastewater Department; provided, however, such authorization may be withdrawn upon seven days notice to the employee, and at which time, the employee shall return to the eight-hour shift under the labor agreement between Union and City. It is further understood and agreed that an employee in the Operations Division may be transferred from a 4x10 Schedule to an eight hour shift(s) and back to a 4x10 Schedule for the purpose of covering scheduled vacation or other scheduled leave ("Vacation Transfer Assignments") without complying with the foregoing seven (7) day notice requirement. The decision to authorize or withdraw authorization to work the 4 x 10 Schedule and the authority to require Vacation Transfer Assignments shall not be subject to the grievance and arbitration procedures set forth in the labor agreement between Union and City.

4. Interpretation of any conflicting provision of the labor agreement between the parties, shift assignments with respect to implementing the 4x10 Schedule in the Operations Division shall be as set forth in the schedule attached hereto and labeled Exhibit A.

5. Any employee who works a holiday as defined in Section 23.1 of the parties labor agreement shall work a ten hour work day for the holiday, shall receive holiday pay, but shall not receive any overtime pay for the work performed during the ten hour work day for the holiday.

6. This Memorandum of Understanding is temporary and subject to termination by the City at any time, in its sole discretion, with or without cause. Notice of such termination shall be mailed to Union in the manner provided in the parties' labor agreement and at least 10 days prior to the effective date of termination. The decision to terminate this Memorandum of Understanding shall not be subject to the grievance and arbitration procedures set forth in the labor agreement between Union and City.

7. This Memorandum of Understanding shall have no precedental value with respect to the terms and conditions of employment shall not be relied upon as identifying or establishing any past practice between the parties and shall not be construed in any manner as limiting or affecting the management rights of City.

8. For purposes of implementation, the City shall have up to two weeks to commence the 4 x 10 Schedule after execution of this Memorandum of Understanding.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION
By _____
City Manager

PUEBLO ASSOCIATION OF
GOVERNMENT EMPLOYEES
By _____
President

Operations work schedule
Exhibit A
4x10s

Day	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Jesik See note #2	1	2	2	0	0	1	1	2	2	2	0	0	1	1	2	2	2	0	0	1	1	2	2	2	0	0	1	1	1	2	2
Goodman	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1
Autobee	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0
Sleet	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0
Sigler See note #1	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1
Zimmermann	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0
Arellano	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0
McGowan See note #2	1	2	2	0	0	1	1	2	2	2	0	0	1	1	2	2	2	0	0	1	1	2	2	2	0	0	1	1	1	2	2
Krueger	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1
Keeney	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1

Note # 1 Thursday, Friday, Monday – 7:30am 4pm Saturday, Sunday – 8:30am 4:30pm
Note #2 Monday, Tuesday, Wednesday – 8:30am 5pm or 7:30am 4pm, Thursday, Friday 4:30pm 12:30am 10 hour day shift 6:30am 5pm afternoon 10 4:30pm 2:30am

SCHEDULE SUBJECT TO CHANGE PURSUANT TO MOU

ADDENDUM NO. 1

This Addendum No. 1 is entered into this 26th day of August, 2014 by and between Pueblo, a Municipal Corporation ("City"), and the Pueblo Association of Government Employees ("Union").

WHEREAS, City and Union executed the Memorandum of Understanding attached as Appendix D to the parties' labor agreement ("MOU").

WHEREAS, City and Union wish to amend the MOU in the manner and solely upon the conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing, the City and Union agree as follows:

1. Paragraph five (5) of the MOU is amended to read as follows:

> Any employee who works a holiday as defined in Section 23.1 of the parties labor agreement shall work a ten hour day for the holiday, shall receive holiday pay, but shall not receive any overtime pay for the work performed during the ten hour work day for the holiday. Holiday pay shall be received on an eight (8) hour shift basis; provided, however, an employee may request to work an additional two hours during the work week in which the holiday occurs in lieu of using two hours of paid leave time. Any such requests must be filed and approved prior to the work week in which the holiday occurs. The decision to grant or deny such a request shall not be subject to the grievance and arbitration procedures set forth in the parties' labor agreement other than upon the basis that the decision was arbitrary, capricious and not based upon any business purpose. Irrespective of any provision of the labor agreement to the contrary, no overtime pay shall be received for any such two hours worked.

2. The MOU as amended by this Addendum No. 1 shall remain in full force and effect.

Executed in Pueblo, Colorado as of the date first above written.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By _____
City Manager

PUEBLO ASSOCIATION OF
GOVERNMENT EMPLOYEES

By _____
President

APPENDIX E

AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT

This amendment to the collective bargaining agreement ("Amendment") is executed this 26th day of August, 2019, by and between Pueblo, a municipal corporation ("City"), and Pueblo Association of Government Employees ("Union") (collectively the "Parties").

WHEREAS, City and Union are parties to a collective bargaining agreement commencing January 1, 2019 and ending December 31, 2019 ("Labor Agreement").

WHEREAS, the Parties are interested in transitioning from a fully-insured to a self-funded health insurance plan ("Self-Funded Health Benefit Plan").

WHEREAS, in order to proceed with such transition, City desires and Union is willing to agree to certain terms and conditions which will be applicable to such Self-Funded Health Benefit Plan.

NOW THEREFOR, in consideration of the foregoing and the mutual covenants herein contained, the Parties stipulate, acknowledge and agree as follows:

1. If the City elects after consultation with the Union to transition to a Self-Funded Health Benefit Plan to be available in calendar year 2020 and thereafter, the following terms and conditions shall govern such plan, shall bind the Parties and shall supersede any conflicting or inconsistent provision of the Labor Agreement:

a. Plan Design. If a Self-Funded Health Benefit Plan is provided to covered employees of Amalgamated Transit Union Division No. 662 ("Transit"), the City, Transit, International Association of Fire Fighters Local No.3, International Brotherhood of Police Officers Local 537 and Union shall meet as a committee and confer with respect to determining the health plan design and benefits to be provided under such plan. Each party shall have one vote for a total of five (5) votes with respect to selecting such health plan design. The majority vote of the committee shall determine the plan and benefits; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits.

Alternatively, if a Self-Funded Health Benefit Plan is not provided to covered employees of Transit, the City, International Association of Fire Fighters Local No. 3, International Brotherhood of Police Officers Local 537 and Union shall meet as a committee and confer with respect to determining the health plan design and benefits to be provided under such plan. Each party shall have one vote for a total of four (4) votes with respect to selecting such health plan design. The majority vote of the committee shall determine the plan and benefits; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the

current premiums, the Mayor shall determine and select such plan and benefits.

b. Premiums and Contributions. Premiums shall be determined by City based upon the recommendation of City's insurance broker consultant, the plan design chosen pursuant to above Subsection 1.a., and the funding level acceptable to City. Employees who are eligible and select an offered plan shall pay the cost of any applicable premium by payroll deduction subject to the contributions herein provided. The City shall pay 95% of the actual premium for an individual policy per month but not to exceed $824.67. The City shall pay 78% of the actual cost of a premium toward the cost of a single plus spouse, single plus child or children or family policy per month for employees but not to exceed $1,433.75 with respect to a single plus spouse plan or $1,303.40 with respect to a single plus child or children plan or $1,680.72 with respect to a single plus family plan ("Contribution Cap"). The Contribution Cap applicable to each coverage tier, i.e. individual, single plus spouse, single plus child or children or family coverage tier, shall be increased by fifty percent (50%) of any increase between the HMO Tier 1 premium for such coverage tier in the current year and the recommended HMO Tier 1 premium for such coverage tier in the subsequent year. If the employee elects coverage under a PPO option, if offered, the City's contribution to payment for such PPO shall be in the same dollar amount as if the employee had elected coverage under the HMO Tier 1 option for the same coverage tier. If an employee elects coverage under a high deductible health plan with Health Savings Account ("High Deductible HSA"), if offered, the City's monthly contribution for the High Deductible HSA shall be One Hundred Dollars ($100.00) per month less than monthly contribution required for the City's HMO Tier 1 plan, at the same coverage tier, and the City will contribute Sixty Six Dollars and 67 Cents ($66.67) per month to each employee's health savings account under such High Deductible HSA.

c. Self-Funded Contracts and Documents. All contracts, programs and documents necessary to transition to and administer the Self-Funded Health Benefit Plan shall be determined and selected by City including but not limited to all costs and expenses of administrations, any third-party administration, if selected, stop loss policy, if selected, HIPAA privacy and security policies, and plan administration policies and procedures.

d. Plan assets. All assets of the Self-Funded Health Benefit Plan, including but not limited to premiums, reserves and reimbursements, shall be the property of the City to be used solely for providing benefits for enrolled employees and assuring funding of the Self-Funded Health Benefit Plan at a risk level acceptable to City.

2. For calendar year 2020, the Union waives any present or future right, contingent or otherwise, that it may have to negotiate any change to the terms and conditions of this Amendment in any successor collective bargaining agreement. The intent and purpose of the foregoing waiver is that the Self-Funded Health Benefit Plan available in calendar year 2020 shall be subject to and governed by the terms and conditions of this Amendment, and this Amendment shall be construed and applied consistent with such intent and purpose. Notwithstanding the foregoing, the City shall not be prohibited or otherwise limited by this Amendment from asserting or otherwise maintaining in any future negotiation of a successor collective bargaining agreement that any term or condition of this Amendment is not a mandatory subject of bargaining.

3. If the City provides a Self-Funded Health Benefit Plan in calendar year 2020 and if the City elects to extend the term of the successor collective bargaining agreement for calendar year 2021 or 2022, the Union may commence negotiations after receipt of notice of such election with respect to the terms and conditions of this Amendment by serving notice pursuant to Section 8-14, City Charter, on or before April 1, 2020 or April 1, 2021, as applicable. If the Union exercises its option to open negotiations with respect to the terms and conditions of this Amendment, no other provision of the collective bargaining agreement shall be opened for negotiations.

4. With respect to any provision relating to determining plan design during any subsequent calendar year negotiation for a successor collective bargaining agreement after 2020, including any reopening as set forth in above Section 3, the parties expressly stipulate and agree that the then current provisions for determining plan design shall govern the method and manner in which the plan design is selected for the following calendar year even though such provisions may be amended in the successor agreement.

5. Should the City elect to discontinue the Self-Funded Health Benefit Plan, the provisions of the Labor Agreement applicable to a fully-insured health benefit plan shall be reinstated; provided, however, any changes in the Contribution Caps shall be maintained.

6. Union expressly stipulates, acknowledges and agrees that City is materially relying upon the faithful performance of each and every provision of this Amendment, and without this Amendment, including each and every provision, the City would not consider proceeding with a transition from a fully funded health insurance plan to a Self-Funded Health Benefit Plan.

7. This Amendment represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings with respect to the subject matter of this Amendment. This Amendment may be amended only by an instrument in writing signed by the Parties. If any provision of this Amendment is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Amendment shall continue in full force and effect. This Amendment 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.

8. This Amendment shall be construed in accordance with and governed by the laws of the State of Colorado.

9. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10. The persons signing this Amendment on behalf of Union represent and warrant that such parties and Union have the requisite power and authority to enter into, execute, and deliver this Amendment and that this Amendment is a valid and legally binding obligation of Union enforceable against Union in accordance with its terms.

Executed at Pueblo, Colorado, the day and year first above written.

UNION
PUEBLO ASSOCIATION OF
GOVERNMENT EMPLOYEES

By _____
President

By _____
~~Secretary~~ VP.

CITY
Pueblo, a municipal corporation

By _____
Mayor

ATTEST:

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 22, 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 AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ESTABLISHING CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND, AS MAY BE LAWFULLY EXTENDED

SUMMARY:

Attached is a proposed Ordinance which expands the definition of “primary job” and “capital improvement project” and “project” to include projects of economic significance which act as economic catalysts. It is the intent of Council that any allocated but unexpended funds roll over from year-to-year and be added to the amount allocated by Council on a yearly basis in order to accumulate revenue for the purpose of completing Economic Catalyst Projects, promoting Place Making, or preventing Economic Leakage.

PREVIOUS COUNCIL ACTION:

The Half-Cent Sales Tax Criteria Ordinance was amended by City Council by Ordinance No. 8509, dated August 27, 2012, Ordinance No. 8801 dated November 24, 2014, and Ordinance No. 9698 dated April 13, 2020.

BACKGROUND:

The 1992-2026 Sales and Use Tax Capital Improvement Projects Fund, commonly referred to as the half-cent sales tax fund (the “Fund”) was established by voters years ago and has been extended multiple times for the purpose of funding job-creating capital improvement projects within the City. By voter-approved Ordinance 8197 dated November 2, 2010, City voters delegated to City Council the authority and responsibility to initially establish and then amend, by ordinance, appropriate criteria, standards, rules and regulations for the appropriation and expenditure of monies in the Fund.

FINANCIAL IMPLICATIONS:

The Fund currently contains more than $70 million dollars in unobligated funds. The proposed ordinance would authorize City Council to spend half-cent sales tax funds, either through a loan or a direct investment, for primary jobs, which would include economic catalyst projects, to prevent economic leakage, and to promote place making projects.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A no-action alternative will maintain the status quo.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ESTABLISHING CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND, AS MAY BE LAWFULLY EXTENDED

WHEREAS, the people of the City of Pueblo have repeatedly extended the one-half percent sales and use tax rate for job-creating projects within the City and the Pueblo Memorial Airport Industrial Park; and

WHEREAS, the people of Pueblo by Ordinance Numbers 5668, 5978 and 8197 have authorized and directed the City Council to establish by ordinance the criteria, standards, rules and regulations for the appropriation and expenditure of revenues contained within the 1992-2026 Sales and Use Tax Capital Improvement Fund, as may be lawfully extended (the "Fund"); and

WHEREAS, primary job creation is spurred by investment in infrastructure that will encourage economic development; and

WHEREAS, primary job creation is spurred by encouraging projects of economic significance that will act as economic catalysts and further expand the City of Pueblo's sales tax base; and

WHEREAS, the long-term management and maintenance of the community is crucial for economic development by ensuring a vibrant, attractive, and sustainable environment that will attract and retain residents, businesses, and investment; NOW THEREFORE,

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

SECTION 1.

Chapter 4 of Title XIV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 14-4-85.1. Sales and Use Tax Capital Improvement Project Fund; definitions.

. . .

(2) *Capital improvement project* or *project* means a project or improvement of a permanent or fixed nature and includes the acquisition of property (both real property and tangible personal property, except inventory or property held for sale to customers in the ordinary course of business), the construction, extension, remodeling or rehabilitation of buildings or structures within which individuals are customarily employed or which are customarily used to house machinery or equipment, and the installation or extension of streets, sanitary sewer, water or other utilities required to serve a project **or Economic Catalyst Project, promote Place Making, or prevent Economic Leakage**. *Capital improvement project* or *project* also means a regional tourism project, approved by the Colorado Economic Development Commission, which qualifies for state sales tax increment revenue pursuant to the Colorado Regional Tourism Act, C.R.S. 24-46-301 *et seq.*

. . .

(3.1) Economic Catalyst Project means a project that has a substantial impact on the economic well-being of the City, community, or region by substantially stimulating economic growth and development, creating new jobs, increasing consumer spending, expanding the tax base, or attracting further investment in the City, community, or region.

(3.2) Economic Leakage means the reduction of economic activity within the City caused by the outflow of resources, such as money and tax revenues from the local economy, hindering growth and expansion of the community.

. . .

(6.5) Place Making means the process and act of creating high-quality public spaces and amenities that encourage people to want to live, work, play, and learn in the City, community, or region.

. . .

(7) *Primary job* means**:**

(a) a full-time position in private sector employment by manufacturing, business, commercial or service industries producing, assembling or distributing products or providing services primarily or ultimately for sale, consumption, or use outside of the City and County of Pueblo, Colorado**;[**.**]**

(b) [*Primary job* also means**]** employment resulting from a regional tourism project, approved by the Colorado Economic Development Commission, which qualifies for state sales tax increment revenue pursuant to the Colorado Regional Tourism Act, C.R.S. 24-46-301 *et seq.**;* **and**

(c) employment resulting from an Economic Catalyst Project.

SECTION 2.

Chapter 4 of Title XIV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 14-4-85.3. – Sales and Use Tax Capital Improvement Projects Fund; approval, criteria and standards.

. . .

(b) Each of the following criteria and standards must be met before City Council may by resolution approve an application for funds:

. . .

(9) Beginning October 1, 2025 and continuing until December 31, 2026, Council may expend on one or more Economic Catalyst, Economic Leakage or Place Making Projects, in aggregate, up to ten percent (10%) of the total

uncommitted fund balance existing in the Sales and Use Tax Capital Improvement Fund as of September 1, 2025. Notwithstanding anything to the contrary, beginning January 1, 2026, and each year thereafter, City Council shall determine by ordinance, no later than the 31st of March, the amount that may be expended on Economic Catalyst, Economic Leakage, or Place Making Projects, in aggregate for that year, which may not exceed the total of unexpended amount allocated for the previous year plus 10% of the total revenue generated by the one-half-percent sales and use tax imposed by Section 14-4-63(1) and Section 14-4-85(b), during the previous fiscal year.

SECTION 3.

Sec. 14-4-85.5. Sales and Use Tax Capital Improvement Project Fund; special categories.

(1) Acquisition of land and construction of so-called shell buildings or the acquisition, remodeling and renovation of existing buildings for the purpose of **preventing Economic Leakage, or** making such buildings available for **Place Making, or** applicants or potential applicants who meet the standards and criteria of this Chapter.

. . .

(3) Land acquisition, infrastructure development and professional services associated therewith **to prevent Economic Leakage and** to establish and facilitate **Place Making or** the creation of *primary jobs* within the City and enhance the City's tax base, including but not limited to establishment and development of one (1) or more industrial parks or development sites.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or appropriate to implement the transactions described therein.

SECTION 5.

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

Action by City Council:

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

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ESTABLISHING CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND, AS MAY BE LAWFULLY EXTENDED

WHEREAS, the people of the City of Pueblo have repeatedly extended the one-half percent sales and use tax rate for job-creating projects within the City and the Pueblo Memorial Airport Industrial Park; and

WHEREAS, the people of Pueblo by Ordinance Numbers 5668, 5978 and 8197 have authorized and directed the City Council to establish by ordinance the criteria, standards, rules and regulations for the appropriation and expenditure of revenues contained within the 1992-2026 Sales and Use Tax Capital Improvement Fund, as may be lawfully extended (the "Fund"); and

WHEREAS, primary job creation is spurred by investment in infrastructure that will encourage economic development; and

WHEREAS, primary job creation is spurred by encouraging projects of economic significance that will act as economic catalysts and further expand the City of Pueblo's sales tax base; and

WHEREAS, the long-term management and maintenance of the community is crucial for economic development by ensuring a vibrant, attractive, and sustainable environment that will attract and retain residents, businesses, and investment; NOW THEREFORE,

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

SECTION 1.

Chapter 4 of Title XIV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 14-4-85.1. Sales and Use Tax Capital Improvement Project Fund; definitions.

. . .

(2) *Capital improvement project* or *project* means a project or improvement of a permanent or fixed nature and includes the acquisition of property (both real property and tangible personal property, except inventory or property held for sale to customers in the ordinary course of business), the construction, extension, remodeling or rehabilitation of buildings or structures within which individuals are customarily employed or which are customarily used to house machinery or equipment, and the installation or extension of streets, sanitary sewer, water or other utilities required to serve a project **or Economic Catalyst Project, promote Place Making, or prevent Economic Leakage**. *Capital improvement project* or *project* also means a regional tourism project, approved by the Colorado Economic Development Commission, which qualifies for state sales tax increment revenue pursuant to the Colorado Regional Tourism Act, C.R.S. 24-46-301 *et seq*.

. . .

(3.1) Economic Catalyst Project means a project that has a substantial impact on the economic well-being of the City, community, or region by substantially stimulating economic growth and development, creating new jobs, increasing consumer spending, expanding the tax base, or attracting further investment in the City, community, or region.

(3.2) Economic Leakage means the reduction of economic activity within the City caused by the outflow of resources, such as money and tax revenues from the local economy, hindering growth and expansion of the community.

. . .

(6.5) Place Making means the process and act of creating high-quality public spaces and amenities that encourage people to want to live, work, play, and learn in the City, community, or region.

. . .

(7) *Primary job* means**:**

(a) a full-time position in private sector employment by manufacturing, business, commercial or service industries producing, assembling or distributing products or providing services primarily or ultimately for sale, consumption, or use outside of the City and County of Pueblo, Colorado**;[**.**]**

(b) [*Primary job* also means**]** employment resulting from a regional tourism project, approved by the Colorado Economic Development Commission, which qualifies for state sales tax increment revenue pursuant to the Colorado Regional Tourism Act, C.R.S. 24-46-301 *et seq.**;* **and**

(c) employment resulting from an Economic Catalyst Project.

SECTION 2.

Chapter 4 of Title XIV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 14-4-85.3. – Sales and Use Tax Capital Improvement Projects Fund; approval, criteria and standards.

. . .

(b) Each of the following criteria and standards must be met before City Council may by resolution approve an application for funds:

. . .

(9) Beginning October 1, 2025 and continuing until December 31, 2026, Council may expend on one or more Economic Catalyst, Economic Leakage or Place Making Projects, in aggregate, up to ten percent (10%) of the total

uncommitted fund balance existing in the Sales and Use Tax Capital Improvement Fund as of September 1, 2025. Notwithstanding anything to the contrary, beginning January 1, 2026, and each year thereafter, City Council shall determine by ordinance, no later than the 31st of March, the amount that may be expended on Economic Catalyst, Economic Leakage, or Place Making Projects, in aggregate for that year, which may not exceed the total of unexpended amount allocated for the previous year plus 10% of the total revenue generated by the one-half-percent sales and use tax imposed by Section 14-4-63(1) and Section 14-4-85(b), during the previous fiscal year.

SECTION 3.

Sec. 14-4-85.5. Sales and Use Tax Capital Improvement Project Fund; special categories.

(1) Acquisition of land and construction of so-called shell buildings or the acquisition, remodeling and renovation of existing buildings for the purpose of **preventing Economic Leakage, or** making such buildings available for **Place Making, or** applicants or potential applicants who meet the standards and criteria of this Chapter.

. . .

(3) Land acquisition, infrastructure development and professional services associated therewith **to prevent Economic Leakage and** to establish and facilitate **Place Making or** the creation of *primary jobs* within the City and enhance the City's tax base, including but not limited to establishment and development of one (1) or more industrial parks or development sites.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or appropriate to implement the transactions described therein.

SECTION 5.

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

Action by City Council:

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

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: D4681934-4CC6-491F-A7BD-327EFCD2419D

City Clerk's Office Item # S7

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO FAA CONTRACT NO. DTFAWN-13-L- 00023 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND UNITED STATES OF AMERICA (GOVERNMENT), AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a Supplement to a Small Lease for Real Property between the City of Pueblo, a Colorado Municipal Corporation, and United States of America (Government), and authorizing the Mayor to execute same

PREVIOUS COUNCIL ACTION:

Pueblo City Council approved Resolution 12745 on July 22, 2013, authorizing Small Lease for Real Property NO. DTFAWN-13-L- 00023. The term on this agreement ended on September 30, 2022. The City has been negotiating rate increases for this leased space since 2020. The lease rates as approved will be applied retroactively from the end of the lease term as determined by Article 5.

BACKGROUND:

The City owns the Pueblo Memorial Airport Terminal Building, located at 31201 Bryan Circle, which can be leased. The FAA currently occupies Approximately 1,230 square feet of office space and sixteen (16) dedicated parking spaces adjacent to the office space. Ten (10) of these spaces are located directly in front of the leased premises, and six (6) are located on the air side adjacent to the office. Additionally, the FAA occupies seven (7) parking spaces which are used specifically for placement of its Connex/storage container/containment unit in airport public parking lot.

Docusign Envelope ID: D4681934-4CC6-491F-A7BD-327EFCD2419D

FINANCIAL IMPLICATIONS:

The previous lease rate was $1,589.49 monthly with 17 parking places included in the base rate. Effective October 1, 2022, through July 1, 2025, the lease rate will be calculated at $2,182.22 monthly. This is a monthly increase of $583.73 from October 1, 2022, to June 30, 2025, and an increase of $1,168.73 from July 1, 2025, until the lease expires on September 30, 2030. If approved, this will garner $22,769.28 in back rent and an additional $1,168.73 monthly until the end of the contract term.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the current leases will remain in effect.

RECOMMENDATION:

It is the recommendation of the Department of Aviation that this Ordinance be approved.

ATTACHMENTS:

1. 31201 Bryan Circle Suite 110 2025 09 22 LEASE AGREEMENT FINAL unsigned
2. 31201 Bryan Circle Suite 110 2012 10 01 LEASE AGREEMENT FINAL SIGNED

Docusign Envelope ID: D4681934-4CC6-491F-A7BD-327EFCD2419D

ORDINANCE NO. 11046

AN ORDINANCE APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO FAA CONTRACT NO. DTFAWN-13-L- 00023 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND UNITED STATES OF AMERICA (GOVERNMENT), AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, the United States of America Department of Transportation Federal Aviation Administration is desirous of leasing certain property owned by the City of Pueblo; now therefore,

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

SECTION 1.

A certain Supplemental Agreement No. 1 to Small Lease for Real Property NO. DTFAWN-13-L- 00023 (“Agreement”), by and between the City of Pueblo, a Municipal Corporation, and United States of America (Government), to lease space at the Pueblo Memorial Airport, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Lease on behalf of the City of Pueblo, and the City Clerk shall 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 the intent of this Ordinance and the attached Lease to effectuate the terms and conditions described therein.

Docusign Envelope ID: D4681934-4CC6-491F-A7BD-327EFCD2419D

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 September 08, 2025.

Final adoption of Ordinance by City Council on September 22, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 9/24/2025 | 12:11 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

U.S. Department of Transportation Federal Aviation Administration **SUPPLEMENTAL AGREEMENT**	SUPPLEMENTAL AGREEMENT NO. 1 TO FAA CONTRACT NO.DTFAWN-13-L- 00023

Terminal Building, Pueblo Airport
31201 Bryan Circle
Pueblo, CO 81001

THIS AGREEMENT, made and entered into this date by and between CITY OF PUEBLO, CO hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, this supplemental agreement extends the lease term through September 30, 2029

WHEREAS, this supplemental agreement modifies the rental amount of the lease

WHEREAS, this supplemental agreement amends the lease to include additional clauses and modify others as set forth below

WHEREAS, this supplemental agreement amends the lease to remove references to clauses required by recent Executive Orders and other applicable legal authorities.

WHEREAS, this supplemental agreement amends the lease to include an additional requirement for FAA to remove specific property upon expiration of the lease term.

WHEREAS, this supplemental agreement amends the lease to include a waiver of lessor's responsibility to replace the carpet for the upcoming 8-year term, in consideration for lessor's re-painting of the interior walls of the leased space, and repair of foundational issues within the space.

WHEREAS, the parties hereto desire to amend the above real estate contract effective as of October 1, 2022

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said real estate contract is amended, as follows:

Article 2 is hereby deleted in its entirety and replaced with the following:

2. DESCRIPTION - The LESSOR hereby leases to the GOVERNMENT the following described premises: Approximately 1,230 square feet of office space located at the Terminal Building, Pueblo Airport, located at 31201 Bryan Circle, Pueblo, Colorado 81001. As shown on Attachment B - Office Floor Plan

Along with SIXTEEN (16) dedicated parking spaces which shall be marked "FAA USE ONLY". TEN (10) of these spaces shall be located directly in front of the leased premises, and SIX (6) shall be located on the air side adjacent to the office, as shown on Attachment C- Vehicle Parking Spaces. Parking spaces are listed with the rental rates shown in Clause 5.

Along with SEVEN (7) parking spaces which shall be held for FAA exclusively, specifically for placement of its Connex/ Storage container/ containment unit. These spaces are listed with the rental rates shown in Clause 5.

Article 3 is hereby deleted in its entirety and replaced with the following:

3. TERM - To have and to hold, for the term commencing on **OCTOBER l, 2012** and continuing through **SEPTEMEBER 30, 2029** inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

Article 5 is hereby deleted in its entirety and replaced with the following

5. **Consideration (Standard Space) (MODIFIED) 6.2.4-1**
A. The Government shall pay annual rent for the premises, payable in monthly installments in arrears, at the following rate(s)(monthly installments may vary based on rounding):

10/01/2012 through 09/30/2022		
-	Parking Spaces (#)	MONTHLY RENT
Base Rent		$1,598.49
Standard Parking	17	Included
Total		**$1,598.49**

10/01/2022 through 06/30/2025		
-	Parking Spaces (#)	MONTHLY RENT
Base Rent	-	$2,182.22
Standard Parking	17	Included
Total	**17**	**$2,182.22**

07/01/2025 through 09/30/2030		
-	Parking Spaces (#)	MONTHLY RENT
Base Rent	-	$2,182.22
Standard Parking *	16	$480.00
Connex Parking **	7	$105.00
Total	**23**	**$2,767.22**

** Standard parking spaces are charged at a rate of $30/month per space.*
*** The Connex Parking is located in a different lot than the standard parking and is granted specifically for placement of the FAA's Connex unit. The parking spaces taken by this unit are charged at a rate of $15/month per space.*

B. Payment shall be made in arrears, without the submission of invoices or vouchers.

Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this contract. Payments shall be considered paid on the day an electronic funds transfer is made.

C. Payment shall be made in full to: City of Pueblo

Article 6 is hereby modified to include new language as follows:

The lessor shall repaint all of the interior walls within the leased space. This re-painting will be completed no later than December 31, 2025. The government agrees to waive its requirement for the upcoming carpet replacement due in 2028, in consideration for lessor's completion of this task.

Article 7 sections 'h' and 'i' are hereby deleted in their entirety and replaced as follows:

h. System for Award Management - Real Property (04/2022) 6.4.1-1

(a) Definitions. As used in this clause:
"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the Unique Entity Identifier (UEI) or the Electronic Funds Transfer indicator, into the SAM database.
"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.
"Unique Entity Identifier (UEI)" (also known as the Unique Entity ID) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing Unique Entity Identifiers.
"Electronic Funds Transfer indicator" means a 4-characher suffix to the Unique Entity Identifier. This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
"Contractor" is synonymous with "Offeror" "Lessor" or "Grantor" for real property leases, easements, or other contracts.

(b)(1) By submission of an offer, the Contractor acknowledges the requirement that a prospective awardee will be registered in the SAM database prior to award, during performance, and through final payment of any contract.
(2) The Contractor must enter, in the space below, the contractor's UEI that identifies the Contractor's name and address exactly as stated in the offer. The UEI will be used by the RECO to verify that the Contractor is registered in the SAM database.
UEI: _NJK3BNUDRHJ7_____
(c) If the Contractor does not have a UEI, it should contact www.sam.gov directly to obtain one. The Contractor should be prepared to provide the following information:
(1) Company* legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company Physical Street Address, City, State, and Zip Code.
(4) Company Mailing Address, City, State and Zip Code (if separate from physical).
(5) Company Telephone Number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company Headquarters name and address (reporting relationship within your entity).

* Individual (non-corporate) lessors/grantors of real property that are not normally in the business of leasing real property should consider leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as a sole proprietor when providing this information to www.sam.gov.

(d) If the offeror does not become registered in the SAM database in the time prescribed by the RECO, the RECO may proceed to award to the next otherwise successful registered offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of the solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after initial registration, the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i)If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor must provide the responsible RECO a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;
(B) Comply with the requirements of AMS regarding novation and change-of-name agreements; and
(C) Agree in writing to the timeline and procedures specified by the RECO. The Contractor must provide the RECO notification and sufficient documentation to support the legally changed name and then execute the appropriate supplemental agreement provided by the RECO to document the name change.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement/supplemental agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the Payment by Electronic Funds Transfer- System for Award Management clause of this contract.

(2) The Contractor must not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees must be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the Payment by Electronic Funds Transfer- System for Award Management clause of this contract.
(h) Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.sam.gov or by calling 866-606-8220.

i. Payment by Electronic Funds Transfer- System for Award Management (09/2021) 6.4.2-1
A. Method of payment.
i. Unless waived by the RECO, all payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (A)(ii) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
ii. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:
a. Accept payment by check or some other mutually agreeable method of payment; or
b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (D) of this clause).
B. Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor must be responsible for providing the updated information to the SAM database.
C. Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
D. Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
E. Liability for uncompleted or erroneous transfers.
i. If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for
a. Making a correct payment;
b. Paying any prompt payment penalty due; and
c. Recovering any erroneously directed funds.
ii. If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and
a. If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
b. If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph (D) of this clause will apply.

F. EFT and prompt payment. A payment will be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
G. EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor must require as a condition of any such assignment, that the assignee must register separately in the SAM database and will be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
H. Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
I. Payment information. The payment or disbursing office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (A) of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

Article 7 is hereby modified to add sections 'j', 'k', 'l', 'n', and 'o' as follows:

j. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5
(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) 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);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening.
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.
(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. The Contractor is prohibited from providing to the Government any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).
(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

k. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1
(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” clause in this contract.
(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for covered telecommunications equipment or services.
(c) Representations.
1. The offeror represents that it _____ does, _____ does not **provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, _____ does not **use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

l. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2 NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:
(a) Definitions. As used in this provision--
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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.
Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year

2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.
Nothing in this prohibition will be construed to-
(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it [ ]does, [ ]does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-
If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—
(1) For covered equipment
(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this

provision.
Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded "does" to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment
(i)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.
(4) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

n. Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (01/2024) 6.9.8

(a) *Definitions*. As used in this provision*, Covered article*, *FASCSA order*, *Intelligence community*, *National security system*, *Reasonable inquiry*, *Sensitive compartmented information*, *Sensitive compartmented information system*, and *Source* have the meaning provided in the AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition*. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures*.
(1) The Offeror must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1 in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the "View FASCSA Orders" button from the SAM homepage (https://www.sam.gov) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.
(2) The Offeror must review the SIR for any FASCSA orders that are not in SAM but are effective and do apply to the SIR and resultant contract (see AMS Guidance T3.8.9.C.4.c.(2)(A)(ii)).
(3) FASCSA orders issued after the publication date of the SIR do not apply unless the order is subsequently added to the SIR via amendment.

(d) *Representation*. By submission of this offer, the offeror represents that it has conducted a "reasonable inquiry" (as defined in AMS Real Property Clause 6.9.8-1), and that the offeror does not propose to provide or use in response to this SIR any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the SIR was issued, except as waived by the SIR, or as disclosed in paragraph (e) *Disclosures*, below.

(e) *Disclosures*. The purpose for this disclosure is so the FAA may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror must provide the following information as part of the offer:
(1) Name of the product or service provided to the Government;
(2) Name of the covered article or source subject to a FASCSA order;
(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
(4) Brand;
(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(6) Item description; and
(7) Reason why the applicable covered article or the product or service is being provided or used.

(f) *FAA review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (e) *Disclosures*, to determine if any waiver may be sought. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

o. Federal Acquisition Supply Chain Security Act Orders—Prohibition (01/2024) 6.9.8-1

(a) *Definitions*. As used in this clause—
Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) "Information technology," as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) "Telecommunications equipment" or "telecommunications service," as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of

FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable Inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition*.

(1) Unless an applicable waiver has been issued by the issuing official, Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

Yes X No ☐ DHS FASCSA orders

Yes ☐ No X DoD FASCSA orders

Yes ☐ No X DNI FASCSA orders

(2) The Contractor must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of this clause in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the "View FASCSA Orders" button from the SAM homepage (https://www.sam.gov) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.

(3) The FAA may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the SIR and resultant contract.

(4) A FASCSA order issued after the publication date of the SIR applies to this contract only if added by an amendment to the SIR or by modification to the contract. However, see paragraph (c) of this clause.

(5) *Contractor request for waivers*.

(i) *Required disclosures*. If the contractor wishes to ask for a waiver of the requirements of an existing order identified in a SIR or contract for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor must disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item Description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *FAA review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A Contracting Officer

may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement*.

(1) During contract performance, the Contractor is required to:

(i) Comply with all FASCSA orders identified under paragraph (b) of this clause; and

(ii) Review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor must conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3) If the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a covered source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause, the Contractor must submit a report to the Contracting Officer.

(4) The Contractor must report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor must describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. Upon notification from the contracting officer, during the performance of the contract, the Contractor must promptly make any necessary changes or modifications to remove

any covered article or any product or service produced or provided by a source that is subject to an applicable Governmentwide FASCSA order.

(e) *Subcontracts*.

(1) The Contractor must insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor must notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the SIR that are not in SAM apply to the contract and all subcontracts.

Article 7 section 'm' is hereby modified to delete the reference to EQUAL OPPORTUNITY

Attachment A, III. Section C MISCELLANEOUS, C1 Non-Restoration, is hereby modified to add the following:

This clause will not apply to the Connex container unit referred to in Clause 2 of the lease. FAA will have the responsibility to promptly remove this item at the expiration of the lease term. This structure may not be abandoned in place.

All other terms and conditions of the real estate contract shall remain in full force and effect.

☒Lessor is required to sign this document and return 2 copies to the issuing office.

IN WITNESS WHEREOF, the parties subscribed their names and date.
Lessor

_____ _____
Signature Date

UNITED STATES OF AMERICA

_____ _____
Real Estate Contracting Officer Date

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

SMALL LEASE for REAL PROPERTY

Lease No: DTFAWN-13-L-00023

Pueblo, CO 81001

Date of Lease: OCTOBER 1, 2012

1. THIS LEASE (9/98), entered into by and between CITY OF PUEBLO, CO, whose interest in the property hereinafter described is that of Owner, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION (10/96) - The LESSOR hereby leases to the GOVERNMENT the following described premises: Approximately 1,490 square feet of office space located at the Terminal Building, Pueblo Airport, located at 31201 Bryan Circle, Pueblo, Colorado 81001. As shown on Attachment B – Office Floor Plan

Along with TEN (10) FAA dedicated parking spaces located directly in front of the leased premises. These parking spaces shall be marked "FAA USE ONLY". (Parking spaces are included in the rental rate shown in Clause 5 and are calculated at $10 per space per month, for a total monthly charge of $100). As shown on Attachment C – Vehicle Parking Spaces

At no charge, four (4) parking spaces on the air side adjacent to the office and three (3) parking spaces outside the Air Operations Area (adjacent and southwest of the leased premises). As shown on Attachment C- Vehicle Parking Spaces

3. TERM (1/01) - To have and to hold, for the term commencing on **OCTOBER 1, 2012** and continuing through **SEPTEMEBER 30, 2022** inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds lease **Lease No: DTFA11-95-L-15154** which expired on September 30, 2012.

4. CANCELLATION -The GOVERNMENT may terminate this lease at any time, in whole o in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after October 1, 2012 by giving at least 30 days- notice in writing to the LESSOR. Lessor may terminate this lease by giving at least 180 days notice. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.

5. RENTAL (10/96) - Rent in the amount of **$1,598.49** per **MONTH** will be payable to the LESSOR in arrears and will be due on the first workday of each month, without the submission of invoices or vouchers. Subject to available appropriations. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a month will be prorated. Checks will be made payable to:

6. SERVICES AND UTILITIES (To be provided by LESSOR as part of rent. Services will be Building Standard, unless level of service is prescribed elsewhere in the lease.) (10/96)

Services, utilities, and maintenance will be provided daily, extending from 6:30 a.m. to 5:30 p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

ELECTRICITY

WATER (hot & cold)

SNOW REMOVAL

~~TRASH REMOVAL – Daily~~

CHILLED DRINKING WATER

HVAC 68 to 74 DEG. F

DAILY TOILET SUPPLIES & CLEANING

~~DAILY JANITORIAL SERV. & SUPPLIES Daily dusting.~~

GROUND MAINTENANCE

~~WINDOW WASHING Frequency washed twice yearly.~~

~~CARPET CLEANING Frequency daily vacuuming and shampooed twice yearly.~~

INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS

EXTERIOR & INTERIOR DOOR LOCKS AND HARDWARE Designed to accept 7-pin removable cores manufactured "Best Lock", which will be supplied by the Government.

CARPET REPLACEMENT- Includes moving and return of furniture when replacing carpeting every 8 years or when the following happens:

1) Backing or underlayment is exposed.
2) There are noticeable variations in surface color or texture.

Utilities Not Provided by the Lessor (10/96)
If the cost of utilities is not included as part of the rental consideration, the LESSOR must specify which utilities are excluded. The LESSOR will provide separate meters for utilities to be paid for by FAA. When FAA is to pay for utilities, the LESSOR will furnish the RECO, prior to occupancy by the FAA, written verification of the meter numbers and certification that these meters will measure FAA usage only. Proration is not permissible. If the cost of utilities for heating, ventilation, and air conditioning is not included as part of the rental considerations, an automatic control system will be provided to assure compliance with heating and air conditioning provisions included in this specifications package.

7. GENERAL CLAUSES:

a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenantable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the LESSOR under this lease, in good repair and tenantable condition.

c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et al, and all applicable state and local accessibility laws and regulations.

e. CONTRACT DISPUTES (11/03)

All contract disputes and arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A LESSOR may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323,Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

f. PROTEST (11/03)

Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
Offerors initially will attempt to resolve any issues concerning potential protests with the RECO.

Protests will be in writing and will be filed at:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323,
Washington, DC 20591
Telephone: (202) 267-3290; or
Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor will serve a copy of the protest on the RECO.

A protest is considered to be filed on the date it is received by the ODRA and will be filed: (1)Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or (2) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Contract Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

g. LESSORS SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the LESSOR and the LESSOR's heirs, executors, administrators, successors, and assigns.

h. PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06)

(a) Method of payment.

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the Contractor in associating the payment to specific contracts.
2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either;

a. Accept payment by check or
b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

(b) Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the Contractor will follow

the requirements of alternate clause "Contractor Payment Information - Non-CCR".

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for incomplete or erroneous transfers.

1. If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

(i) Making a correct payment;
(ii) Paying any late payment penalty due; and
(iii) Recovering any erroneously directed funds.

2 If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d) "Suspension of Payment."

(f) EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

(h) EFT and Change of Name or Ownership Changes. If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration - Real Property."

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website: https://fmsapps.treas.gov/paid/. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

i. CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06)

(a) The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the Contractor. Failure to provide accurate

information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property."

m. The following clauses are incorporated by reference: Upon request the full text will be provided by the RECO.

DEFAULT BY LESSOR (10/96)

COMPLIANCE WITH APPLICABLE LAWS (10/96)

OFFICIALS NOT TO BENEFIT (10/96)

COVENANT AGAINST CONTINGENT FEES (8/02)

ANTI-KICKBACK (10/96)

EXAMINATION OF RECORDS (10/96)

ASSIGNMENT OF CLAIMS (10/96)

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96)

NO WAIVER (10/96)

INTEGRATED AGREEMENT (10/96)

EQUAL OPPORTUNITY (10/96)

AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM

ERA VETERANS (10/96)

AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96)

SEISMIC SAFETY FOR EXISITING BULDINGS (1/07)

CCR (10/06)

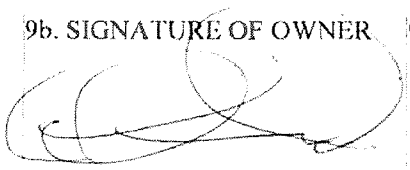
INSPECTION (10/96)

ALTERATIONS (10/96)

8. ATTACHMENTS (8/02) -

X See herein attached - Attachment A –
Attachment B - Office Floor Plan
Attachment C – Vehicle Parking Spaces

IN WITNESS WHEREOF, the parties hereto have signed their names:

9a. NAME AND TITLE OF LESSOR/OWNER *(Type or Print)*	9b. SIGNATURE OF OWNER	9c. DATE
Stephen G. Nawrocki President of City Council		7/22/13

(10/96)

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA

UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

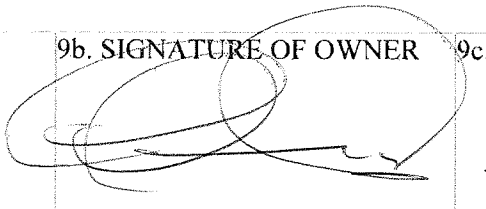
10a. NAME OF REAL ESTATE CONTRACTING OFFICER *(Type or Print)*	10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	10c. DATE
Polly Martin		7/24/13

(10/96)

8. ATTACHMENTS (8/02) -

X See herein attached - Attachment A –
Attachment B - Office Floor Plan
Attachment C – Vehicle Parking Spaces

IN WITNESS WHEREOF, the parties hereto have signed their names:

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Stephen G. Nawrocki President of City Council		7/22/13

(10/96)

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA

UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

10a. NAME OF REAL ESTATE CONTRACTING OFFICER *(Type or Print)*	10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	10c. DATE

(10/96)

ATTACHMENT A

for Small Lease

Lease Number

No: DTFAWN- 13 - L 00023

I. SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-General Health and Safety Standards (8/02)

Local Health, Environmental (OSHA and EPA), and Safety Standards and Building Codes will be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance or testing done in the leased premises and areas connected to or integrated with the leased premises. Whenever FAA Standards require work processes or precautions to be provided, the LESSOR will coordinate with the FAA during the work so that proper requirements are met.

II. SECTION B - SAFETY AND FIRE PREVENTION

B1-Fire and Safety Requirements (4/12)

The facility, its systems and appurtenances must be in compliance with the following fire protection and life safety requirements (FLS):

1. State and local building codes in affect at the time of construction or most recent modification, whichever is later.
2. State and local fire safety and fire prevention codes.
3. National Fire Protection Association, Life Safety Code (NFPA 101), latest edition at the time of lease signing.
4. All Occupational Safety & Health Administration requirements including 29 CFR 1910 and 29 CFR 1960, and their associated agreements.

Where compliance with the literal requirements of these standards has not been achieved, the Lessor must document, in writing to the FAA , the specific deviation(s) from these standards and what alternative methods have been employed by the Lessor and accepted by the local jurisdiction (where applicable), as an alternative method of compliance. Furthermore, where alternative methods of compliance are used in lieu of literal compliance with the FLS requirements listed herein, the approach shall be documented by a Fire Protection Engineer and presented to the FAA for review and concurrence.

The specific list of requirements identified in items C1 (1 through 4 above) includes:

1. Federal Aviation Administration Order including:
   a. FAA Order 3900.19B, FAA Occupational Safety and Health Program
2. FLS Codes Promulgated by the International Code Congress including:
   a. International Building Code
   b. International Fire Code
   c. International Mechanical Code
3. National Fire Protection Association Codes & Standards including:
   a. NFPA 10: Standard for Portable Fire Extinguishers
   b. NFPA 13: Standard for the Installation of Sprinkler Systems
   c. NFPA 14: Standard for the Installation of Standpipe Systems
   d. NFPA 20: Standard for the Installation of Stationary Fire pumps
   e. NFPA 24: Standard for the Installation of Private Fire Service mains and Their Appurtenances
   f. NFPA 70: National Electrical Code
   g. NFPA 72: National Fire Alarm and Signaling Code
   h. NFPA 75: Standard for the Protection of Information Technology Equipment
   i. NFPA 90A: Standard for the Installation of Air-Conditioning and Ventilating Systems
   j. NFPA 92: Standard for Smoke Control Systems
   k. NFPA 101: Life Safety Code
   l. NFPA 110: Standard for Emergency and Standby Power Systems
4. Occupational Safety & Health Administration regulations including:
   a. OSHA 29 CFR 1910, Occupational Safety and Health Standards (including Subpart E, Exit Routes and Emergency Planning, & Subpart L, Fire Protection
   b. OSHA / FAA Agreement titled FAA Alternate Standard for Fire Safety in Airport Traffic Control Towers, (1998 signature date) (a.k.a. 1960.20)

As provided in this section, all codes, standards, orders and directives refer to the current edition in place at the signing of this lease. If construction or modifications to the leased premises are undertaken at any time during the term of this Lease, all fire protection and life safety systems must be brought into compliance according to the then-current edition of NFPA and local codes and standards.

The building shall, as required by applicable codes, be equipped with automatic sprinklers which conform to NFPA No. 13; be maintained by the Lessor in accordance with NFPA No. 25 ; be electrically supervised and monitored; and shall have water-flow alarm switches connected to automatically notify the local fire department or central station (NFPA No. 72). Notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of local code requirements, when the leased space (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required. Furthermore, leased buildings serving National Airspace System (NAS) air traffic control operations and constructed after June 2012, shall be fully protected with an automatic, electrically supervised sprinkler system designed and installed in accordance with the requirements of NFPA 13.

A manual fire alarm system must be provided, maintained, and tested by the Lessor in accordance with NFPA Standard No. 72 (National Fire Alarm and Signaling Code) under the following circumstances:

1. Occupancy of the space is by 10 or more persons, or
2. Space is more than 1000 square feet in area, or
3. Building is three (3) or more stories in height, or
4. Building contains more than 50,000 square feet gross floor area.

The fire alarm system wiring and equipment must be electrically supervised and equipped with an automatic fire department notification system, and must conform to NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations and must meet performance requirements of NFPA 92.

Fire-safety mechanisms, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the RECO, if certified by a Professional Fire Protection Engineer, licensed in the subject property's state.

Portable fire extinguishers matching the hazards accommodated by the lease must be provided, inspected, and maintained by the Lessor in accordance with NFPA Standard No.10.

When the leased space is located in multi-tenant buildings, the Lessor shall be fully responsible for:

1. Development of a building Emergency Action Plan (EAP) and Fire Prevention Plan (FPP)
2. Publishing and making copies of the EAP and FPP available to all FAA leased space occupants
3. Conducting fire evacuation drills, at least annually
4. Conducting review and modification of the EAP and FPP at least annually
5. Inviting FAA representation in development, review and modification of the EAP and FPP

The FAA facility manager shall be responsible for the development of the tenant specific EAP and FPP for their lease space and in single tenant buildings.

B2-Halon (4/12)

Halon must not be used as a fire extinguishing system in any FAA leased space.

B3-Indoor Air Quality (4/12)

The Lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO2 - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality.*

The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

MSDS will be provided to the FAA facility manager as well as a copy sent to the RECO for all cleaning solutions used in the FAA spaces.

B4 - Electrical Safety (4/12)

The Lessor shall ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with:

1. 29 CFR 1910, Subpart S, *Electrical*
2. FAA Standard HF-STD-001, *Human Factors Design Standard,* Chapter 12.4, Electrical Hazards
3. DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*
4. National Fire Protection Association (NFPA) 70, *National Electrical Code*
5. NFPA 70E, *Electrical Safety in the Workplace*
6. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, *Recommended Practice for Powering and Grounding Electrical Equipment*
7. DOT Standard FAA-STD-019E, *Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment*

All hazards associated with electrical equipment shall be marked with labels indicating the hazard, in accordance with FAA-G-2100H, Chapter 3.3.5.5, *Markings, Signs, Tags and Symbols.*

The Lessor shall ensure that personnel are protected from arc flash hazards, in accordance with NFPA 70E, *Electrical Safety in the Workplace* and that arc flash warning labels are

posted on affected panels, with warning labels meeting the requirements of American National Standards Institute (ANSI) *Z53, Series of Standards for Safety Signs and Tags*.

B5 – EOSH Requirements (4/12)

The Lessor shall provide space, services, and equipment that comply with the following:

1. 29 CFR 1910, *Occupational Safety and Health Standards (General Industry)*
2. FAA Order 3900.19B, *FAA Occupational and Health Program*
3. FAA Standard HF-STD-001, *Human Factors Design Standard*
4. National Fire Protection Association (NFPA) 70, *National Electrical Code*, and NFPA 70E, *Electrical Safety in the Workplace*
5. Relevant fire codes and building codes

Any equipment used or otherwise provided by the Lessor or Lessor's contractors or agents that presents a potential safety hazard shall be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, *Specifications for Accident Prevention Signs and Tags*, FAA HF-STD-001, *Human Factors Design Standard*, Chapter 12.16, Safety Labels and Placards, and American National Standards Institute (ANSI) Z535.4, *Product Safety Signs and Labels*.

All equipment described herein shall be designed and installed to be free of mechanical hazards that may injure personnel (sharp projections, unguarded moving parts, etc.), in accordance with FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

B6 – Fall Protection (4/12)

The Lessor shall ensure proper fall protection safety systems (railings, toe boards, etc.) are in place for all work areas where FAA personnel are required to perform work at four feet or more above the next lowest level (platforms, catwalks, etc.), in accordance with FAA Order 3900.19B, *FAA Occupational Safety and Health Program*, Chapter 10, 29 CFR 1910, *Occupational Safety and Health Standards (General Industry)*, and 29 CFR 1926, *Safety and Health Regulations for Construction*.

B7 – Hazardous Materials (4/12)

The facility and equipment provided by the Lessor shall minimize the use of lead and mercury, in accordance with FAA Order 1050.10C, *Prevention, Control, and Abatement of FAA Environmental Pollution*; be free of Class I ozone-depleting substances (ODSs), HCFC-22, HCFC-141b, and HCFC-142b, in accordance with 40 CFR Part 82, *Protection of Stratospheric Ozone*; and be free of polychlorinated biphenyls (PCBs), in accordance with 40 CFR Part 761.

The Lessor shall ensure that FAA personnel are protected from asbestos hazards, in accordance with 29 CFR 1910.1001, *Asbestos*, and FAA Order 1050.20A, *Airway Facilities Asbestos Control Program.*

B8 – Seismic Safety for Equipment (4/12)

The lessor shall ensure that building installed equipment is properly anchored to protect personnel during a seismic event, in accordance with DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*, Section 3.3.5, Personnel Safety and Health, and requirements for the seismic zone in which the facility is located.

B9-OSHA Requirements (10/96)

The LESSOR will provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and Health standards (29 CFR 1910 and 1926).

B10-Radon (10/96)

Radon levels in leased premises to the FAA will not equal or exceed the EPA action level for homes of four (4) picocuries per liter (PCI/L). If radon levels are found to be at or above 4 PCI/L, the LESSOR will develop and promptly implement a plan of corrective action.

B11-Refrigerants (8/02)

The LESSOR will identify which refrigerants are used in the HVAC systems in the spaces covered by this lease. The lease will provide for use of refrigerants consistent with EPA and ASHRAE requirements.

B12-Warranty Of Space (4/12)

A. Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act (TSCA). The RECO shall notify the Lessor in writing of any failure to comply with asbestos requirements, within 30 days after the discovery thereof. All construction by the Lessor is required to comply with the OSHA regulations for Asbestos.

B. The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased space, the Government reserves the right to require the Lessor, at no cost to the GOVERNMENT, to take whatever corrective action required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector, including a visual examination and bulk sampling. All ACM survey reports must be sent to the RECO.

C. If the Lessor fails, after receipt of notice, to make correction within 30 days the Government shall have the right to make the required correction and do any of the following: a.) charge to the Lessor the costs occasioned to the FAA; b.) withhold the costs from the rent; or c.) terminate the lease agreement. Any such termination of the Lease pursuant to this provision shall be at no cost to FAA.

D. The rights and remedies of the FAA in this clause are not exclusive, and are in addition to any other rights and remedies provided by law and under this contract.

E. Definitions.

1. "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.
2. "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

III. SECTION C MISCELLANEOUS

C1 - Non-Restoration (10/96)

The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the LESSOR in writing.

C2 - Occupancy Permit (8/02) - The premises offered will have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Offeror will complete and provide a certified copy of "FAA Safety & Environmental Checklist" form, in lieu of an occupancy permit, at the contracting officers discretion. The leased premises, all accesses to the leased premises, building operations, equipment, services, or utilities furnished by the LESSOR, and activities of other occupants, will be free of safety, health, and fire hazards. When such hazards are detected, they must be promptly corrected at the LESSOR's expense.

IV. SECTION D SECURITY REQUIREMENTS

D1 - Facility Security (4/12)

Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this lease. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement: NONE

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed by the Lessor within the leased premises and covered under this lease.

E2 – Contractor Personnel Suitability Requirements (4/12)

A. This clause applies to the extent that this lease requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

1. Facilities;
2. Sensitive information; and/or;
3. Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.
   Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

B. Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the lease. Those designated risk levels are:
[To be entered by the RECO based on the 1600-77(s) approved by the SSE]

C. If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the RECO a point

of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each lease may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations it determines necessary. This lease may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:
Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

NONE

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

D. The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

E. The RECO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at its own expense. Once action has been taken, the contractor will report the action to the RECO and SSE.

F. No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

G. The contractor must notify the RECO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the lease. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

H. The RECO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to

provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

I. The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

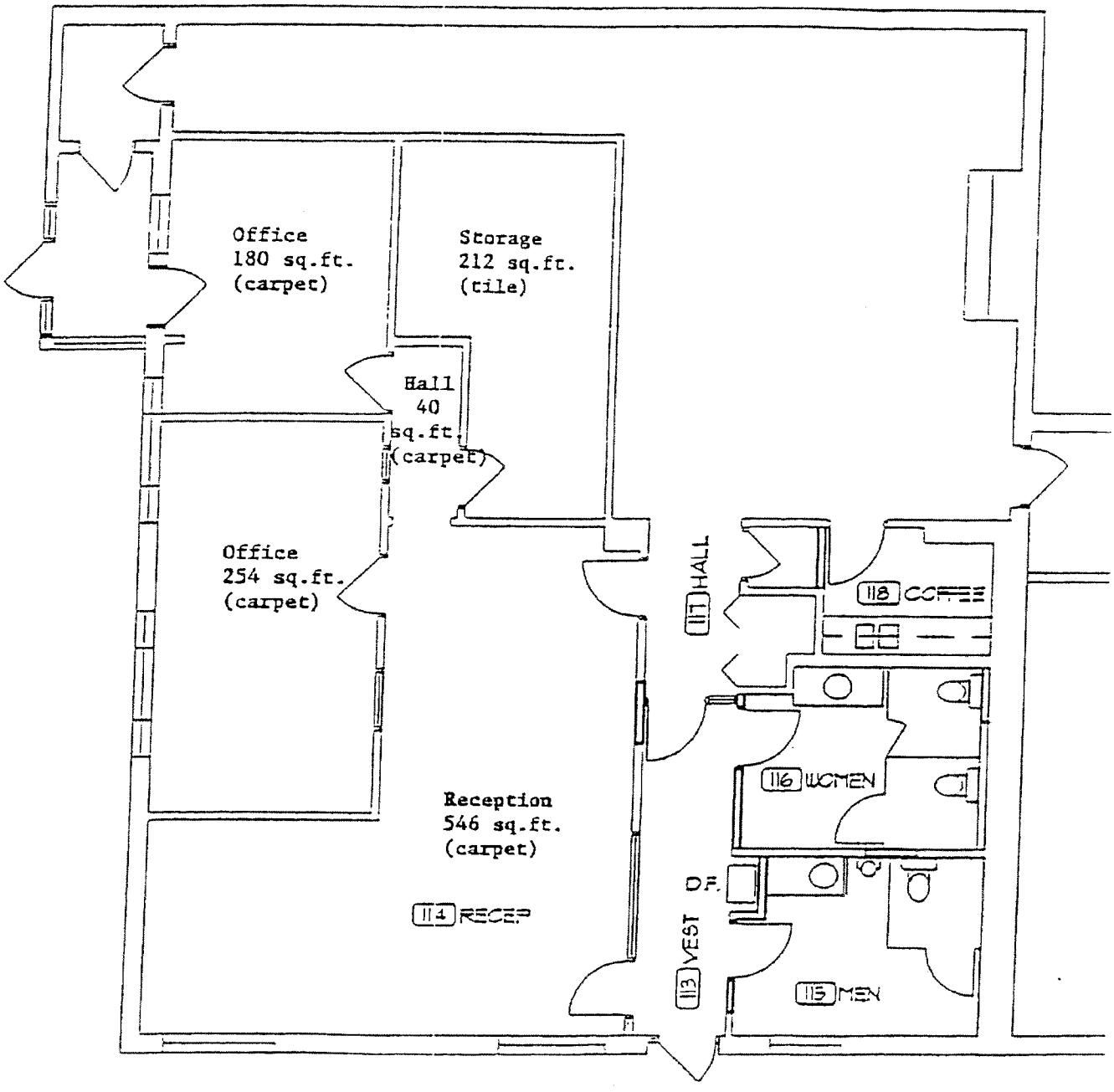
J. Failure to submit information required by this clause within the time required may be determined by the RECO a material breach of the lease.

K. If subsequent to the effective date of this lease, the security classification or security requirements under this lease are changed by the Government and if the changes cause an increase or decrease in direct lease costs or otherwise affect any other term or condition of this lease, the lease will be subject to an equitable adjustment.

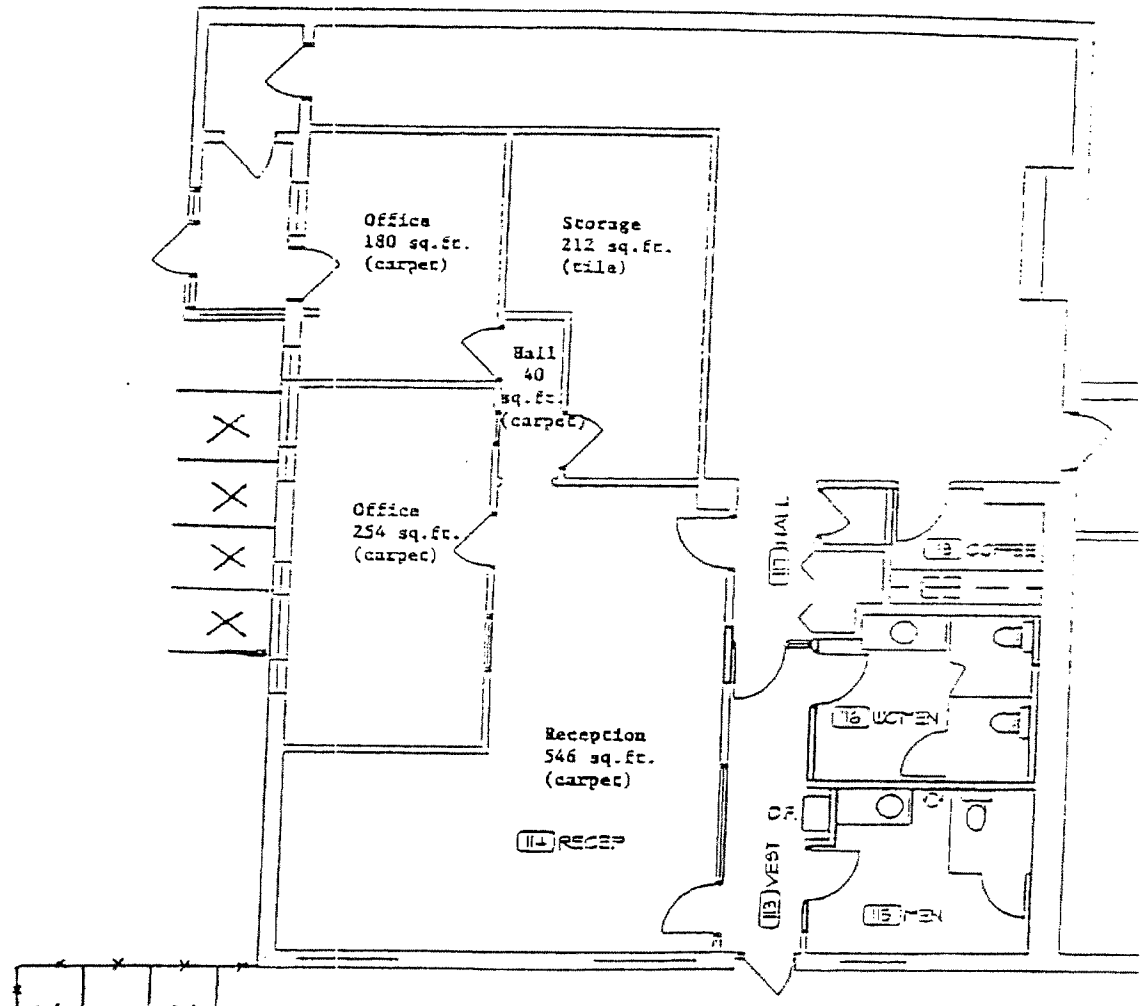
L. The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (K) but excluding any reference to the Changes clause of this lease, in all subcontracts under this lease that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

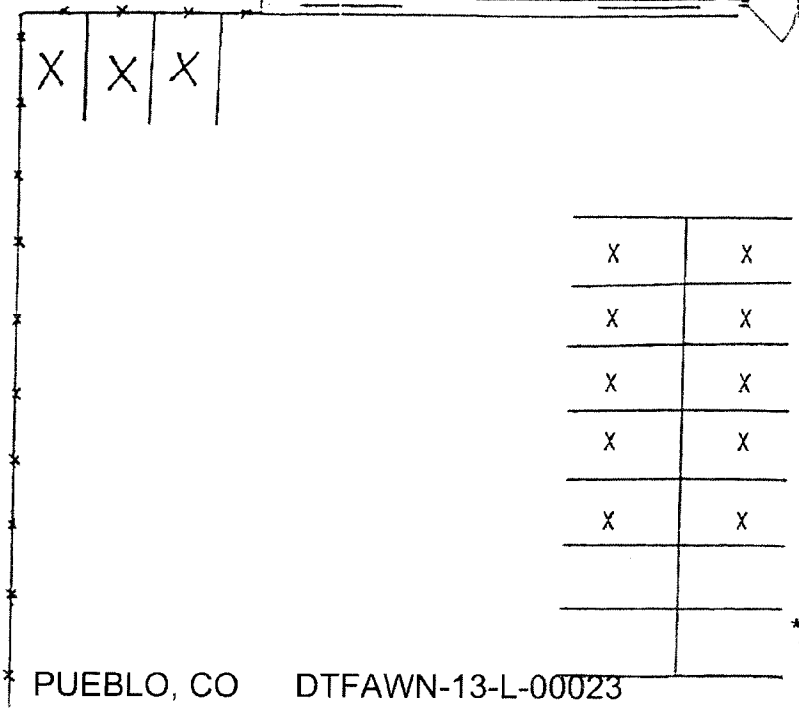
M. Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

Attachment B
Office Floor Plan
Lease No. DTFAWN-13-L-00023



Attachment C
Vehicle Parking Spaces
Lease No. DTFAWN-13-L-00023





THESE SPACES TO BE MARKED "FAA USE ONLY"

**parking spaces not to scale*

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City Clerk's Office Item # S8

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 22, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBDIVISION PARTICIPATION AND RELEASE FORM WITH RESPECT TO THE NATIONAL OPIOIDS SETTLEMENT REACHED WITH ALVOGEN, AMNEAL, APOXTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS OPIOID MANUFACTURERS, COLLECTIVELY THE "SECONDARY MANUFACTURERS SETTLEMENTS."

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subdivision Participation and General Release Agreement concerning the recovery of settlement funds by the City as a result of the opioid crisis.

PREVIOUS COUNCIL ACTION:

Since 2021, the City Council has approved settlement participation agreements with many opioid manufacturers and distributors and an agreement with the Office of the Attorney General regarding the distribution of opioid settlement proceeds.

BACKGROUND:

Colorado Attorney General Phil Weiser has reached opioid settlements with many manufacturers and distributors. The Mayor is recommending that the City join this latest Secondary Manufacturers Settlement. In order to do so, the attached Settlement Participation and General Release Agreements must be approved by the Pueblo City Council and returned to the Office of the Colorado Attorney General no later than October 8, 2025.

FINANCIAL IMPLICATIONS:

The state of Colorado stands to receive an estimated $75.6 million if enough local governments join the settlement, and the City of Pueblo would receive a small portion of those funds according to the distribution schedule.

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BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to participate in the settlement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Settlement Participation Form

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ORDINANCE NO. 11047

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBDIVISION PARTICIPATION AND RELEASE FORM WITH RESPECT TO THE NATIONAL OPIOIDS SETTLEMENT REACHED WITH ALVOGEN, AMNEAL, APOXTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS OPIOID MANUFACTURERS, COLLECTIVELY THE "SECONDARY MANUFACTURERS SETTLEMENTS."

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

SECTION 1.

Subdivision Participation and Release Form with respect to the recovery of settlement funds by the City as a result of the opioid crisis and specifically the National Opioid Secondary Manufacturers Settlement (reached with eight opioids manufacturers: Alyogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus), a copy of which is attached hereto, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Participation and Release Form for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

Pursuant to Ordinance No. 10406, all distributed funds under the settlement are budgeted and appropriated into Fund No. 226 - Opioid Abatement Settlement and shall only be used for payment of eligible expenses.

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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 September 08, 2025.

Final adoption of Ordinance by City Council on September 22, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 9/24/2025 | 3:34 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

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EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: Pueblo city	State: CO
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:

   a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
   b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
   c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
   d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
   e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
   f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
   g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
   h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

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authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.[1]

8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

[1] *See* Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

[2] *See* Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

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Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.

11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.

13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void ***only as to*** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



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I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____