



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

**MONDAY, NOVEMBER 14, 2022
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 Heather Graham

B. INVOCATION

Pastor Jim Urie, Praise Assembly of God

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation: "Renee F. Dominguez Day" - November 14, 2022; Laverne & Miguel Dominguez, mother and son of Renee

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 October 24, 2022, as distributed.

J1 City Council Minutes for October 24, 2022

K. CONSENT AGENDA

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

L. COMMUNICATIONS

L1 Minutes of the Planning and Zoning Commission's Regular Meetings dated April 13, 2022, May 11, 2022, June 8, 2022, July 13, 2022, August 10, 2022 and September 14, 2022

M. RESOLUTIONS

- M1 A Resolution ratifying an emergency construction contract in the amount of \$23,272.55 with Parker Excavating, Inc. For Emergency Sanitary sewer point repair at 2410 East Evans Avenue, Project No. 20-059 (WWAN03) and approving the purchasing agent's execution of same
- M2 A Resolution awarding a construction contract in the amount of \$13,960 to Doug Vaughn, LLC., for Project No. 22-090, Curb and Gutter Improvements - Grand Avenue between 17th & 18th Streets, setting forth \$5,000 for contingencies, and authorizing the Purchasing Agent to execute same
- M3 A Resolution awarding an agreement for professional engineering services in the amount of \$123,014.74 to Short-Elliott-Hendrickson, Inc., a Colorado Corporation, for Project No. 22-041 RFQ Design and Engineering for Adams and Jackson Roundabout Project and authorizing the Purchasing Agent to execute same
- M4 A Resolution awarding an agreement for professional engineering services in the amount of \$70,865.50 to Mead & Hunt, Inc., a Colorado Corporation, for Project No. 22-073 Design and Engineering for Berkley Avenue and Mesa Avenue Roundabout Project and authorizing the Purchasing Agent to execute same
- M5 A Resolution awarding an agreement for professional engineering services in the amount of \$9,900 to Northstar Engineering and Surveying, Inc., for 22a-039 Engineering and Surveying Services for platting of Fire Station No. 8, and authorizing the Purchasing Agent to execute same
- M6 A Resolution awarding a construction contract in the amount of \$37,552.30 to Sasquatch Flooring, LLC., a Colorado Limited Liability Company for Project No. 22-074, Replace Flooring in the Municipal Court Area at Pueblo Municipal Justice Center (PMJC), setting forth \$3,755.23 for contingencies, and authorizing the Purchasing Agent to execute same
- M7 A Resolution awarding a construction contract in the amount of \$314,040 to CGRS, Inc., and setting forth \$31,404 for contingencies and additional work for Project No. 22-067 installation of duckbill check valves on storm sewer outfall pipes along Fountain Creek and authorizing the purchasing agent to execute same
- M8 A Resolution approving and accepting a Special Warranty Deed from inhabX, LLC., a Colorado limited liability company, for 0.039 acres of land
- M9 A Resolution approving and accepting a public access easement and right of way from inhabX, LLC., a Colorado Limited Liability Company, for 0.063 acres of land
- M10 A Resolution approving and accepting a sanitary sewer easement from inhabX, LLC., a Colorado Limited Liability Company, for 0.084 acres of land
- M11 A Resolution authorizing the issuance of a revocable permit to the Historic Arkansas Riverwalk of Pueblo Authority for use of Victoria Avenue, Greenwood Street and Elizabeth Street to conduct the annual Holiday Lighting Extravaganza
- M12 A Resolution authorizing the issuance of a revocable permit to Pueblo County Board of County Commissioners for the use of West 10th Street between North Main Street and Court Street and North Main Street and Court Street between West 10th Street and West 11th Street to host the courthouse lighting ceremony
- M13 A Resolution authorizing the issuance of a revocable permit to the YMCA of Pueblo for the use of Spaulding Avenue, Parker Boulevard, and West 31st Street to host the annual

Turkey Trot - 5K Run/Walk

M14 A Resolution extending the term of the American Rescue Plan Act Fire Fit Kids Project from December 31, 2022 until December 31, 2024

M15 A Resolution to amend Resolution No. 14986 funding source for Project No. 22-033 Ice Arena Cooling Tower Replacement

M16 A Resolution consenting to participation by the Board of Water Works of Pueblo, Colorado in the Colorado Intergovernmental Risk Sharing Agency

M17 A Resolution confirming the appointment by the Mayor of Nathaniel Dinsmore to the Pueblo Memorial Airport Advisory Committee

M18 A Resolution confirming the appointment by the Mayor of Joe Latino, Mike Ricottone, and Tony Montoya to the Pueblo Municipal Golf Course Enterprise Advisory Committee

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance levying and certifying the City of Pueblo property tax mill levy made in 2022 for the 2023 budget year

N2 An Ordinance levying and certifying the Bandera Boulevard Special Improvement Maintenance District property tax mill levy made in 2022 for the 2023 budget year

N3 An Ordinance levying and certifying the Southpointe Special Improvement Maintenance District property tax mill levy made in 2022 for the 2023 budget year

N4 An Ordinance awarding an agreement for MEP Engineering Services in the amount of \$21,664 to Bridgers & Paxton Consulting Engineers, Inc., for 22-013 Project No.1, Mineral Palace Atrium HVAC Renovation, and authorizing the Purchasing Agent to execute same

N5 An Ordinance approving a license agreement between the City of Pueblo, a Municipal Corporation, and Vero Broadband, LLC., a Colorado Limited Liability Company - *Introduced October 24, 2022 by Dennis Flores*

N6 An Ordinance approving a license agreement between the City of Pueblo, a Municipal Corporation and Vero Fiber Networks, LLC., a Colorado Limited Liability Company - *Introduced October 24, 2022 by Dennis Flores*

N7 An ordinance approving The Landlord Consent Agreement between the City of Pueblo, a Municipal Corporation, and Freeman Holdings of Colorado, LLC, a limited liability corporation, ("Freeman") and Centennial Bank, for Freeman to use its leasehold interest to secure a business loan, and authorizing the Mayor to execute same

N8 An Ordinance approving a joint funding agreement between the City of Pueblo, a Colorado Municipal Corporation, and the U.S. Geological Survey, United States Department of the Interior, to continue the collection of hydrologic data along Fountain Creek and the Arkansas River and authorizing the Mayor to execute said agreement

N9 An Ordinance approving the second amendment to the Restated Annexation Agreement for the area commonly known as the North Vista Annexation described as land north of Vision Hills Parkway and west of Troy Avenue

N10 An Ordinance approving a cooperation agreement with Pueblo Triple Aim Corporation and authorizing the Mayor to execute same, establishing Project No. PS2214, and accepting, budgeting and appropriating funds in the amount of \$71,184.48 to said project

- N11 An Ordinance amending the Fiscal Year 2022 Staffing Ordinance by adding one (1) full-time position to the authorized staffing of the Fire Department entitled Community Risk Reduction Coordinator in support of the Directing Others to Services (DOTS) Program
- N12 An Ordinance amending Section 6-5-16 of Chapter 5, of Title VI of the Pueblo Municipal Code relating to the FY 2022 Classification and Pay Plan by establishing the pay scale for Community Risk Reduction Coordinator
- N13 An Ordinance amending the Fiscal Year 2022 Staffing Ordinance by adding one (1) full-time position entitled Director/Just Transitions Program to the authorized staffing of the Mayor's Office
- N14 An Ordinance amending Section 6-5-16 of Chapter 5, of Title VI of the Pueblo Municipal Code relating to the FY 2022 Classification and Pay Plan by establishing the pay scale for Director/Just Transitions Program
- N15 An Ordinance amending the Fiscal Year 2022 Staffing Ordinance by adding a position for training purposes within the Fleet Maintenance Division
- N16 An Ordinance amending the Fiscal Year 2022 Staffing Ordinance by adding a position for training purposes within the department of the City Clerk
- N17 An Ordinance amending Section 2-1-1 of Title II of Chapter 1 of the Pueblo Municipal Code relating to the monthly compensation of elected members of the Civil Service Commission
- N18 An Ordinance approving an amendment to the collective bargaining agreement between the City of Pueblo and the International Association of Fire Fighters Local 3 relating to work schedules for firefighters assigned to work focus response vehicles
- N19 An Ordinance approving and accepting a grant award to the City of Pueblo and Pueblo Police Department from the Patrick Leahy Bulletproof Vest Partnership administered by the U.S. Department of Justice, accepting \$5,537.87 for year 2022, establishing project number PS2212, and budgeting and appropriating funds not to exceed \$5,537.87 to project number PS2212
- N20 An Ordinance approving and authorizing a memorandum of understanding between the City of Pueblo, a Municipal Corporation, and the Pueblo County Sheriff's Office, regarding the use of a FARO 3D CSI camera system, and ratifying the mayor's signature thereof
- N21 An Ordinance approving an agreement between Pueblo School District 60, dba Pueblo City Schools, and the City of Pueblo for the School Resource Officer Program during the period of January 1 through December 31, 2023, and authorizing the mayor to execute same
- N22 An Ordinance making appropriation for the general fund, special revenue funds, enterprise funds, internal service funds, debt service funds, and capital project funds for the fiscal year 2023 and adopting the budget for the year 2023
- N23 An Ordinance suspending the payment of the monthly street repair utility service charges for twelve consecutive months beginning with each utility customer's January, 2023 utility bill

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 November 28, 2022, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution awarding a construction contract in the amount of \$818,080 to K. R. Swerdfeger Construction, Inc., and setting forth \$163,616 for contingencies, for Project No. 22-061 (WW1901) 2022 North Elizabeth upsizing rehabilitation project and authorizing the Purchasing Agent to execute same
- Q2 A Resolution establishing project number PST2202, and authorizing the transfer of \$1,078,000 from the Public Safety Sales Tax account into project number PST2202 for the purpose of purchasing new marked police vehicles
- Q3 A Resolution authorizing payment from the council contingencies account in the 2022 general fund budget to the Latino Chamber Development Foundation in the amount of \$1,025 to support the 11th Annual "Festival of Trees" event on Thursday, December 8, 2022, at 5 pm at the Pueblo Union Depot
- Q4 A Resolution authorizing payment from the council contingencies account in the 2022 general fund budget to the Pueblo Community Soup Kitchen in the amount of \$10,000 to purchase and update kitchen equipment
- Q5 A Resolution authorizing payment from the council contingencies account in the 2022 general fund budget to PEDCO in the amount of \$2,500 to sponsor the Pueblo Economic Outlook Forum on Friday, November 18 at 7 am in the Fortino Ballroom of Pueblo Community College
- Q6 A Resolution authorizing payment from the council contingencies account in the 2022 general fund budget to Roselawn Foundation in the amount of \$3,000 to sponsor the "Wreaths Across America" event on Saturday, December 17 at 12 pm at Roselawn Cemetery
- Q7 A Resolution authorizing payment from the council contingencies account in the 2022 general fund budget in the amount of \$1,000 to assist in funding the Bessemer Neighborhood Holiday Lighting

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance amending Section 14-4-76 of the Pueblo Municipal Code relating to sales and use tax and exempting from sales tax all sales of period products, incontinence products and diapers purchased on and after January 1, 2023 - *Introduced October 24, 2022 by Dennis Flores*
- R2 An Ordinance budgeting and appropriating an additional \$391,593 in PACOG FY-2022-2023 consolidated planning grant funds for transportation planning services related to the City of Pueblo and Pueblo Area Council of Governments 2023 delegation agreement for Transportation Planning Services - *Introduced October 24, 2022 by Dennis Flores*
- R3 An Ordinance approving a delegation agreement between the City of Pueblo, a Municipal Corporation, and the Pueblo Area Council of Governments for 2023 transportation planning services and authorizing the Mayor to execute same - *Introduced October 24, 2022 by Dennis Flores*
- R4 An Ordinance amending zoning restrictions to rezone a portion of lots 15, 16, 17, and all of 18 to 21, block 2, Delavan Place Subdivision from B-4, Central Business District to R-5, Multiple Residential and Office District - *Introduced October 24, 2022 by Dennis Flores*

- R5 An Ordinance vacating a portion of Sumner Avenue, Pearl Street and Burdette Avenue generally located at Sumner Avenue and Pearl Street - *Introduced October 24, 2022 by Dennis Flores*
- R6 An Ordinance approving a hangar lease agreement for 530 Skyway Street at Pueblo Memorial Airport between the City of Pueblo, a Municipal Corporation, and James Spitzer, and authorizing the Mayor to execute same - *Introduced October 24, 2022 by Dennis Flores*
- R7 An Ordinance creating a new Section 14 of Chapter 1 of Title XV of the Pueblo Municipal Code relating to pedestrian safety and access to sidewalks and public rights of way in the Downtown Business Area of the City - *Introduced October 24, 2022 by Dennis Flores*
- R8 An Ordinance amending Chapter 4 of Title XI of the Pueblo Municipal Code to allow animal shelter personnel to administer animal vaccinations - *Introduced October 24, 2022 by Dennis Flores*
- R9 An Ordinance amending Chapter 3 of Title XI of the Pueblo Municipal Code to allow the City Clerk to administratively approve certain liquor license matters designated by the Liquor Board when allowed by State Law - *Introduced October 24, 2022 by Dennis Flores*

S. EMERGENCY ORDINANCE

- S1 An Emergency Ordinance amending Ordinance No. 10058 to enlarge the time frame within which the Mayor may declare temporary housing and shelter emergencies from December 1st to November 1st of each year

T. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, OCTOBER 24, 2022 - 7:00 PM
MINUTES**

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Larry Atencio, Dennis Flores, Heather Graham, Regina Maestri, Sarah Martinez, Vicente Martinez Ortega, Lori Winner

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: Chief of Staff Laura Solano, City Attorney Daniel Kogovsek, Deputy City Clerk Vincent Petkosek

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

Frank Arteaga - Gun Violence
David Archuleta -Band Network
Rebecca Robles - Christopher Columbus Statue
Cora Colt - Christopher Columbus Statue
Joey Guterez / Jim Quintana - 2B support
Elvis Martinez - Trash / City Council
Laura Hall (2 minutes) - Police Accountability

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Mayor Gradisar presented an employee statistics summary of female directors in the City of Pueblo. The average female director received a 9.4% increase compared to an average male director at 7.5%. Mayor Gradisar spoke about salary considerations. Mayor Gradisar discussed the Team Up To Clean Up Event on October 29, 2022. Mayor Gradisar presented a photo presentation of the clean event at Fountain Creek. Mayor Gradisar pointed out that over 150 tons of trash was collected.

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 Martinez, seconded by Councilor Martinez Ortega, moved to approve the agenda as distributed.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES FOR OCTOBER 11, 2022

Councilor Martinez, seconded by Councilor Flores, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **October 11, 2022** as distributed.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

K. PUBLIC HEARINGS

K1 PROPOSED 2023 ANNUAL BUDGET

Ted Freeman spoke against the proposed 2023 budget.
Brett Verna spoke in favor of the proposed 2023 budget.

L. CONSENT AGENDA

Deputy City Clerk Vincent Petkosek read the Consent Agenda into the record.

M. RESOLUTIONS

M1 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$96,105.86 WITH K.R. SWERDFEGER CONSTRUCTION, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 701 COURT ST, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

This Resolution was assigned as 15033.

M2 A RESOLUTION AUTHORIZING THE TRANSFER OF \$500,000 TO PROJECT ED0801, LEASE PROCEEDS ESCROW/RMS, PREVIOUSLY ESTABLISHED IN THE 1992 – 2026 SALES AND USE TAX CAPITAL IMPROVEMENTS PROJECTS FUND

This Resolution was assigned as 15034.

M3 A RESOLUTION APPROVING AND ACCEPTING A GENERAL WARRANTY DEED WITH RESPECT TO THE FUTURE CONSTRUCTION OF SUN MOUNTAIN BOULEVARD AND ASSOCIATED PUBLIC IMPROVEMENTS FROM JAMES H. BUTCHER TOTALING APPROXIMATELY 4.39 ACRES OF

LAND

This Resolution was assigned as 15035.

M4 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF BRIAN GRAY TO THE PUEBLO REGIONAL BUILDING COMMISSION'S BOARD OF APPEALS AS A GENERAL CONTRACTOR

This Resolution was assigned as 15036.

M5 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF CLARA TRAUTMAN TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

This Resolution was assigned as 15037.

M6 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF REBECCA KNAPP TO THE STREETScape ADVISORY COMMITTEE

This Resolution was assigned as 15038.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE AMENDING SECTION 14-4-76 OF THE PUEBLO MUNICIPAL CODE RELATING TO SALES AND USE TAX AND EXEMPTING FROM SALES TAX ALL SALES OF PERIOD PRODUCTS, INCONTINENCE PRODUCTS AND DIAPERS PURCHASED ON AND AFTER JANUARY 1, 2023

N2 AN ORDINANCE BUDGETING AND APPROPRIATING AN ADDITIONAL \$391,593 IN PACOG FY-2022-2023 CONSOLIDATED PLANNING GRANT FUNDS FOR TRANSPORTATION PLANNING SERVICES RELATED TO THE CITY OF PUEBLO AND PUEBLO AREA COUNCIL OF GOVERNMENTS 2023 DELEGATION AGREEMENT FOR TRANSPORTATION PLANNING SERVICES

N3 AN ORDINANCE APPROVING A DELEGATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS FOR 2023 TRANSPORTATION PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N4 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE A PORTION OF LOTS 15, 16, 17, AND ALL OF 18 TO 21, BLOCK 2, DELAVAN PLACE SUBDIVISION FROM B-4, CENTRAL BUSINESS DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE DISTRICT

N5 AN ORDINANCE VACATING A PORTION OF SUMNER AVENUE, PEARL STREET AND BURDETTE AVENUE GENERALLY LOCATED AT SUMNER AVENUE AND PEARL STREET

N6 AN ORDINANCE APPROVING A HANGAR LEASE AGREEMENT FOR 530 SKYWAY STREET AT PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND JAMES SPITZER, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N7 AN ORDINANCE CREATING A NEW SECTION 14 OF CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE RELATING TO PEDESTRIAN SAFETY AND ACCESS TO SIDEWALKS AND PUBLIC RIGHTS OF WAY IN THE DOWNTOWN BUSINESS AREA OF THE CITY

N8 AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO ALLOW ANIMAL SHELTER PERSONNEL TO ADMINISTER ANIMAL VACCINATIONS

N9 AN ORDINANCE AMENDING CHAPTER 3 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO ALLOW THE CITY CLERK TO ADMINISTRATIVELY APPROVE CERTAIN LIQUOR LICENSE MATTERS DESIGNATED BY THE LIQUOR BOARD WHEN ALLOWED BY STATE LAW

O. APPROVAL OF CONSENT AGENDA

Councilor Flores, seconded by Councilor Martinez Ortega, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for November 14, 2022, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF ONE MILLION DOLLARS (\$1,000,000) FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR NEIGHBORHOOD CLEANUP PROJECTS IN QUALIFIED CENSUS TRACTS OF THE CITY OF PUEBLO AND TO PROVIDE EMPLOYMENT TO LOW-INCOME UNEMPLOYED AND UNDEREMPLOYED INDIVIDUALS WHO WERE DISPROPORTIONATELY IMPACTED BY THE COVID-19 PANDEMIC, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

A staff report and detailed review of the Resolution was given by Mayor Nicholas Gradisar and Parks & Recreation Director Steven Meier.

- Ted Freeman spoke against this resolution.

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** Councilor Maestri. Motion Passed 6-1.

This resolution was assigned as 15039.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO PERFORMING ARTS GUILD, INC. D/B/A THE PUEBLO ARTS ALLIANCE, A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF THIRTY-SIX THOUSAND DOLLARS (\$36,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

A staff report and detailed review of the Ordinance was given by City Attorney Daniel Kogovsek.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** Councilor Maestri. Motion Passed 6-1.

This Ordinance was assigned as 10304.

R2 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE CRAZY FAITH STREET MINISTRY, A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF FIFTY THOUSAND TWO HUNDRED DOLLARS (\$50,200) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

A staff report and detailed review of the Ordinance was given by City Attorney Dan Kogovsek.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10305.

R3 AN ORDINANCE APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF \$461,538 FROM THE COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT FOR THE JUST TRANSITIONS STRATEGIC PLANNING PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THE AWARD LETTER, CREATING PROJECT NO. CI2209, AND BUDGETING AND APPROPRIATING \$461,538 TO PROJECT NO. CI2209

A staff report and detailed review of the Ordinance was given by Mayor Nicholas Gradisar.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10306.

R4 AN ORDINANCE APPROVING THE 1ST AMENDMENT AND RESTATEMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT MTF M086-088 (24024/TAP M086-091 (24079) FOR PRAIRIE AVENUE TO MINNEQUA LAKE TRAIL PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$1,022,542 FOR SAID PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Public Works Director Andrew Hayes.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10307.

R5 AN ORDINANCE APPROVING A 3RD 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 FUNDS IN THE AMOUNT OF \$693,494 FOR SAID PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Public Works Director Andrew Hayes.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10308**.

R6 AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND SKY CREEK HOMES, LTD, LLC, A COLORADO LIMITED LIABILITY COMPANY, RELATED TO THE INSTALLATION AND CONSTRUCTION OF REQUIRED PUBLIC IMPROVEMENTS WITHIN SETTLERS VILLAGE FILING FIVE SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

A staff report and detailed review of the Ordinance was given by Public Works Director Andrew Hayes.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10309**.

R7 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND PUEBLO DEVELOPMENT COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY, RELATED TO THE COMPLETION OF THE WEST 18TH STREET EXTENSION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

A staff report and detailed review of the Ordinance was given by Public Works Director

Andrew Hayes.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10310**.

R8 AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE COLORADO STATE FAIR AUTHORITY, A SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Public Works Director Andrew Hayes.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10311**.

R9 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, AND THE COLORADO STATE UNIVERSITY TO MONITOR FOR SARS-COV-2 AND OTHER PATHOGENS OF CONCERN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10312.

R10 AN ORDINANCE APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE HISTORIC ARKANSAS RIVERWALK OF PUEBLO AUTHORITY, A BODY POLITIC AND CORPORATE ESTABLISHED PURSUANT TO C.R.S. 29-1-203 FOR THE PAYMENT OF PROFESSIONAL SERVICES RELATED TO THE SUBDIVISION OF CITY-OWNED PROPERTY FOR THE HISTORIC ARKANSAS RIVERWALK EXTENSION AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10313.

R11 AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION ENTITLED TRASH REMOVAL COORDINATOR TO THE AUTHORIZED STAFFING OF THE PARKS AND RECREATION DEPARTMENT

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

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** Councilor Maestri. Motion Passed 6-1.

This Ordinance was assigned as 10314.

R12 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5 OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR TRASH REMOVAL COORDINATOR

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

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** Councilor Maestri. Motion Passed 6-1.

This Ordinance was assigned as **10315**.

R13 AN ORDINANCE APPROVING AND ACCEPTING A U.S. DEPARTMENT OF JUSTICE 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (2022 JAG) GRANT, AWARD NO. 15PBJA-22-GG-02214-JAGX, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2213, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$101,117, AUTHORIZING THE MAYOR TO EXECUTE SAME AND RELATED CERTIFICATIONS, ASSURANCES AND OTHER DOCUMENTS, APPROVING AND RATIFYING THE JULY 26, 2022 MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME AND RATIFYING HIS SIGNATURE THERETO

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

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10316**.

R14 AN ORDINANCE APPROVING TWO COST REIMBURSEMENT AGREEMENTS, DELINEATING THE RESPONSIBILITIES OF THE SOUTHERN COLORADO VIOLENT GANG SAFE STREETS TASK FORCE (SCVGSSTF) AND THE SOUTHERN COLORADO TOC-W TASK FORCE (SCTOCWTF), BETWEEN THE FEDERAL BUREAU OF INVESTIGATION (FBI) AND THE CITY OF PUEBLO, AND RATIFYING THE MAYOR'S SIGNATURE THEREOF

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

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

Councilor Atencio, seconded by Councilor Martinez, moved to approve the Ordinance on

final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10317**.

S. ADJOURN

Respectfully submitted,

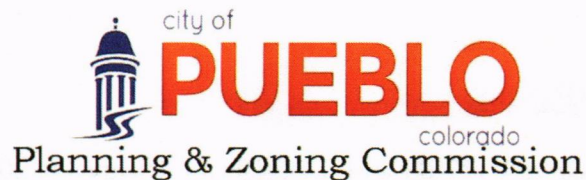
A handwritten signature in black ink, appearing to read "V. R. P.", is written over a horizontal line.

Vincent Petkosek
Deputy City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, April 13, 2022 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGBnlCdHRrUHNfZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.

Board Members Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, and Lisa Bailey.

Board Members Absent: Sarah Martinez and Christopher Pasternak

Staff Members Present: Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner, Daniel Kogovsek, Board Attorney, Bartholomew Mikitowicz, Planner, Wade Broadhead, Senior Planner

APPROVAL OF THE AGENDA:

Bailey moved to continue cases V-21-03 and S-21-10 to the May 11, 2022, Planning and Zoning Commission Public Hearing and approve the April 13, 2022, agenda as amended. Motion was seconded by Avalos.

Motion passed: 5 – 0 (Martinez and Pasternak absent)

REGULAR AGENDA

1a. Z-21-20 Rezoning: 7 Reservoir Drive, Rezoning of .38 acres from A-2, Agricultural-One Zone District to R-1, Single Family Zone District. Staff Report by Wade Broadhead *Continued from the March 9th, 2022, hearing*

PUBLIC HEARING AND ACTION

Public Hearing:

- Applicant Jay Miller was sworn in by City Attorney Kogovsek and answered questions by the Board. Mr. Miller testified in support of his application.
- Tom Pope was sworn in by City Attorney Kogovsek and testified in opposition.
- Randall Gutenkkutz submitted an email on April 7, 2022, in opposition.
- Eddie Espinoza was sworn in by City Attorney Kogovsek and testified in opposition.
- Rebecca Tolbar was sworn in by City Attorney Kogovsek and testified in opposition.

Commission action:

Bailey moved to approve Rezoning of 7 Reservoir Drive. Motion was seconded by Spinuzzi.

Motion passed: Motion passed 5-0 (Martinez and Pasternak absent)

1b. S-21-11 Subdivision: 7 Reservoir Drive, the subdivision of .38 acres into a one lot subdivision to allow the construction of a single-family home. Staff report by Wade Broadhead *Continued from the March 9th, 2022, hearing*

Public Hearing:

- Applicant Jay Miller testified in support of his application.
- Randall Gutenkutz testified in opposition.
- Associate Engineer, Joe Martellaro reviewed requirements for the Subdivision.

Commission action: Spinuzzi moved to approve the Subdivision with conditions on road repair and improved water line. Motion was seconded by Aznar.

Motion passed: 5-0 (Martinez and Pasternak absent).

APPROVAL OF MINUTES:

March 9, 2022, Bailey moved to approve the minutes. Seconded by Avalos.

Motion passed 5-0 (Martinez and Pasternak absent).

March 23, 2022, Avalos moved to approve the minutes. Seconded by Bailey.

Motion passed 5-0 (Martinez and Pasternak absent).

OLD/NEW BUSINESS:

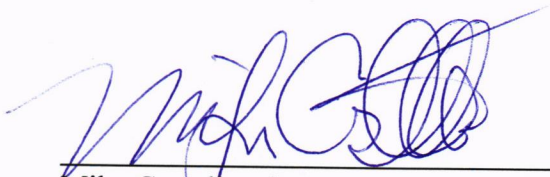
MP-22-01; 3 Mile Annexation Plan-Continued to May 11th.

Adjourn

There being no further business the Regular Meeting was adjourned at 4:42 p.m.

Respectfully submitted,

Attest:



Mike Castellucci
Chairperson



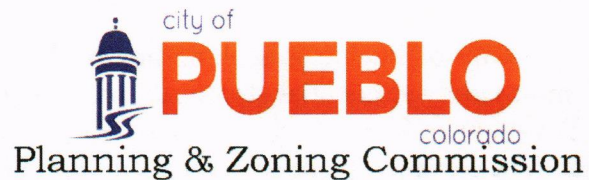
Scott Hobson
Executive Secretary

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, May 11, 2022 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGBnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:35 p.m. with Commissioner Castellucci presiding.

The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Sarah Martinez, and Lisa Bailey.

Commissioners Absent: none

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Danielle Baxter, Planner; and Joe Martellaro, Associate Engineer II.

PUBLIC MEETING AGENDA AND ACTION

Regular Agenda

- 2b. PUD-22-01: PUD Site Plan Review – Crawford Townhomes – 2601 Crawford St., 12 multifamily residential structures totaling 49 dwelling units (Uplands Townhomes Phase 2B) in the Uplands Townhomes Phase 2, Planned Unit Development (PUD).**

Staff report by Beritt Odom.

SYNOPSIS:

The Housing Authority of the City of Pueblo is seeking approval of a PUD Site Plan for the Crawford Townhomes, 12 multifamily residential structures, providing 49 dwelling units within Phase 2B of the Uplands Townhomes Phase 2 PUD. Phase 2B will replace 11 of the existing Sangre de Cristo apartments. The elevation plans for the new multifamily structures indicate nine building types; however, the site plan shows only seven different building types proposed for construction. One multifamily structure, D2, will be a single story, the remaining structures are two stories. The proposed multifamily units will be constructed on Lots 1 and 2, Uplands Townhomes, Filing No. 3.

BACKGROUND AND ANALYSIS:

The Uplands Townhomes, Phase 2, PUD Zoning was approved in November of 2018. Phase 2 redevelopment of the Sangre de Cristo Apartments is divided into three subphases for development, Phase 2A, Phase 2B, and Phase 2C. Phase 2A of the multifamily development was completed in August of 2021 totaling 17 multifamily residential structures. Phase 2B, is further divided into three phases of construction within the Uplands Townhomes, Filing No. 3 Subdivision.

Construction Phase 1

The first phase of construction is located north of Tribal Nations Ave. and will include four multifamily structures, buildings A3, E4, D2 and F1, which is a mixture of single- and two-story structures. Construction Phase 1 area will be accessed by Tribal Nations Ave.

Construction Phase 2

The second phase of construction will occur within Lot 2, Uplands Townhomes, Filing No. 3 adjacent to the east side of Prairie Avenue. Four multifamily structures will be constructed, buildings A11, A10, A9, and G12, all are two story structures. The proposed development schedule and access plan indicates that access for this second phase of construction will be provided from Prairie Ave.; it appears that this access point is planned to be a permanent intersection. According to the PUD, the only access point to Prairie Avenue is at the intersection of Tribal Nations Ave., located at the mid-point of development. The proposed intersection of the private access drive with Prairie is also not supported by the Uplands Townhomes, Filing No. 3 Subdivision. The subdivision does not provide an access easement or private drive at the intersection.

Construction Phase 3

The third phase of construction will consist of four multifamily residential structures, buildings C5, B6, A8, and H7, all structures are two stories and will be accessed from Alma Ave. and Ponica Lane.

The Housing Authority of Pueblo is proposing a “blocky modern style” as requested by the investor for the Phase 2B, multifamily structures. Façade materials for the proposed structures consist of three different stucco colors, steel siding with a cedar wood appearance, Berridge Steel siding, and metal trim. The colors for the stucco, steel sidings, and trim have not been finalized. Phase 2A multifamily structures are a more traditional cottage architectural style with standard gables, dormers, stucco, brick accents, and lap siding façade materials. The proposed modern style architecture will provide a distinct contrast from Phase 2A. The Housing Authority is proposing to orient the front doors of the residential structures towards the interior green space for safety

reasons and to promote walkability within the neighborhood. The front doors of Phase 2A are also oriented to the internal green space.

ANALYSIS:

The PUD Development Guide provides the standards for the entire development. The Pueblo Municipal Code (PMC) provides additional requirements not specifically addressed by the Development Guide.

RECOMMENDED MOTION: Staff recommends the Planning and Zoning Commission **APPROVE** the proposed PUD Site Plan with the following noted:

1. Remove the southern intersection of the access drive with Prairie Ave. The 40-foot Public Access and Public Utility Easement on the Uplands Townhomes, Filing No. 3 Subdivision Plat does not connect to Prairie Avenue. Section I., 3., of the Uplands Townhomes Phase 2, Planned Unit Development Guide states that the development will only have one access point to Prairie Avenue. Sheet 4, Phasing Plan of the Development Guide indicates the intersection with Prairie Avenue will occur mid-block at Tribal Nations Ave. during the future Phase 2C of the development.

CHARACTER AND COMPATIBILITY:

□ Performance Standards:

The PUD Development Guide and the PMC outlines the Performance Standards and are described in detail below:

Architectural Standards.

The architecture of the buildings must comply with Section 7. of the PUD Development Guide. However, section 7 of the Uplands Townhomes Phase 2, Planned Unit Development Guide, requires almost all the required architectural features to be parallel with or visible from the “front lot line.” Multiple residential units are located within one large lot; therefore it is not feasible for the architectural elements to be parallel or visible from the “front lot line” as the PUD requires.

Buildings:

All Townhomes shall:

1. The front of the dwelling shall be parallel (within 30 degrees) to the front lot line.
 - The front doors of the multifamily residential structures are planned to face the internal greenspace. Current development trends, in cluster housing, orient front doors and porches toward open green space and trails. Facing the dwelling units and porch areas towards the common green space is intended to promote pedestrian activity creating an interconnected neighborhood. Additionally, orienting the front doors towards the common green space, as opposed to the interior streets and parking, will promote resident safety within the Uplands Townhome development; it is not possible.
 - The Planning Department does not object to the front doors of the dwelling units facing the interior green space.

2. Have masonry or other contrasting material that project from the wall plane on the building façade;
 - According to Amy Hurtig-Smith, project architect, the architectural metal siding, that looks like Cedar Wood, projects from the wall plane beyond the stucco wall plane with a one-inch trim. The metal siding projections will be visible from the internal streets and greenspace.
2. One (1) or more dormers;
 - All seven building models include modern dormers. According to the project architect, Amy Hurtig-Smith, “a dormer is a roof structure that projects vertically beyond the plane of a pitched roof.” Hurtig-Smith states that “a dormer can have many shapes: rounded, single-pitch, horizontal, triangular, or gable shaped. All proposed buildings have a single pitch dormer, which creates the modern look.
4. Three (3) or more gables;
 - All seven building models include modern gables, some of which are one sided. According to Hurtig-Smith, “the definition of gable is a triangular wall formed at the sloping roof. All structures have triangular shaped walls.
5. Building face or roof offsets (minimum twelve-inch offset);
 - All seven structures provide a minimum amount of building face offsets.
6. Two (2) or more windows, with a combined minimum of twenty [20] square feet of glazed area, at least one of which has minimum operable opening of 20" wide × 24" high;
 - All seven structures provide a combined minimum of 20 square feet of glazed area, with at least one having an operable opening of 20" wide by 24" high.
 - Project Architect, Hurtig-Smith, explained that the smaller slot windows on the second floors were included in the previous 2A Phase. These windows are above the shower and bath units; therefore, they can only provide the slot windows or completely remove the windows. Additional architectural features within this central portion of the structure would compromise the modern design that was requested by the investor.
7. Minimum ten-inch eaves (all eaves);
 - All seven structures provide ten-inch eaves.
8. One (1) or more of the following types of exterior siding:
 - a) Horizontal lap siding, including simulated horizontal lap siding;
 - b) Vertical siding, with a pattern repeat of less than twelve (12) inches;
 - c) Beveled siding; or
 - d) Stucco;

- All seven structures provide steel lap siding, stucco, and steel siding that looks like Cedar Wood.
9. A covered porch entry (minimum five-foot depth) for the front entrance. When the front entrance is not parallel to the front lot line, the porch shall be visible from the street;
 - All buildings provide a covered porch entry (minimum five-foot depth) for the front entrance; however, on all buildings the front porch does not face the street (front lot line).
 - The front porches are visible from the interior courtyards.
 10. Have wood or composition trim, nominal four-inch for exterior siding;
 - All seven structures have front facades provide contrasting trim around the windows and doors. Trim width is between two to four inches.
 11. Have more than one (1) exterior material or contrasting color (not including trim material).
 - All seven structures have three or more colors on front, rear, and side facades.

Fence Materials:

- Fences shall be provided for privacy to rear yards with either 6-ft tall faux stone vinyl fences or 6-ft tall privacy wood fences or approved equal.
 - The applicant has requested a modification from the height of the fences provided for rear yards to allow 4-ft to 6-ft tall fences.
 - Staff supports this request as reducing the height of the fences along the street frontage will allow greater visibility to the streets and reduce the amount of fencing that obstructs the view of the rear façade of the buildings.

Landscape Standards.

- The Development Guide requires landscaping to comply with Section 17-4-7 of the PMC except where it specifically allowed for an amendment in the requirements.
- The submitted landscape plan complies with the Development Guide.

Parking Standards.

- The PUD requires a minimum of 1.25 parking spaces per dwelling unit. The proposed Crawford Townhomes will include 49 dwelling units, which requires 61.25 parking spaces.
 - Parking space count:
 - Standard parking spaces-64
 - ADA parking spaces-8
 - Total parking spaces-74

FINDINGS OF FACT REQUIRED PER §17-8-11 OF THE PUEBLO MUNICIPAL CODE:

Municipal Code specifies four (4) criteria to be evaluated in conjunction with a PUD Site Plan application. The Planning and Zoning Commission, before a PUD Site Plan may be approved, shall make the findings concerning the following:

- 1. The Site Plan conforms to the concepts of the approved PUD zone district and meets the Design Standards and Guidelines for PUDs adopted by City Council.**

Staff Analysis of Finding #1

Staff has determined that the proposed Site Plan generally conforms to the concepts of the Development Guide.

- 2. Areas designated as recreation, parks and open space are accessible, available and usable for the purpose to which they are intended.**

Staff Analysis of Finding #2

Areas for recreation, parks and open space are accessible, available and usable. All residential structures will front a common green space for passive recreation and pedestrian circulation. A playground is located approximately 600-feet from the furthest residential structure.

- 3. The continued use, maintenance, protection and development of all parks, recreation, open space and common areas are assured. The City Attorney's office shall, in writing to the Planning and Zoning Commission, attest that the proposed covenants, restrictions, conveyances, special agreements, homeowner association contracts and other documents will secure continued use maintenance, protection and development of all park, recreation, open space and common areas.**

Staff Analysis of Finding #3

The continued use, maintenance, protection and development of all common areas will be provided by the Housing Authority of Pueblo.

- 4. Proper notification to adjacent property owners within three hundred (300) feet of the exterior boundary of the PUD Site Plan has been sent and the required public hearing has been held.**

Staff Analysis of Finding #4

Notice has been sent by the Department of Planning & Community Development to surrounding property owners and the public hearing will be held during a regularly scheduled Planning and Zoning Commission meeting.

QUESTIONS OF STAFF:

Cheryl Spinuzzi – Is there access from the back doors to their parking? Ms. Odom indicated that all units would have back doors that access a back patio areas and trash receptacles.

Mike Castellucci – Was anything worked regarding the small windows in the middle of the structures. Ms. Odom indicated that the windows above the showers which did not allow for larger windows, so they either could leave them as is or remove them all together.

HEARING: Amy Hurtig-Smith, HGF Architects was sworn in and testified on behalf of the applicant. There is a back door through the kitchen area in the units with the living rooms facing and accessing the greenery area. Castellucci asked there is reason for the variation of style with this phase compared to the other phases. Ms. Hurtig-Smith indicated that each investor likes to have their own style to know which buildings they are investing. Mr. Castellucci asked if they looked into how to modify the small windows in the shower areas with other treatments? Ms. Hurtig-Smith indicated they were using a modern style of architecture that have different styles of windows incorporated into the modern design.

MOTION: Motion to approve PUD 22-01 to City Council with the one staff condition and standard conditions was made by Bailey, second by Aznar.

MOTION PASSED 7-0

3. **V-22-02: Vacation:** Vacate a 16' by 105' long portion of an unimproved public alley in the Wiley and Chamberlin Subdivision, Block 362.

Staff Report by Wade Broadhead

BACKGROUND:

The applicant is proposing to vacate the remaining alley (1,111 sq ft) in Block 362 of the Wiley and Chamberlin Subdivision. After the vacation of the alley the applicant will rearrange the vacated alley area with existing lots to form a new building parcel. The proposed alley right of way runs from west to east and dead ends into the right-of-way for Portland Avenue and provides no access to any properties other than the applicants. This vacation will create a more buildable parcel and eliminate residual slivers of land.

The purpose of this vacation request is to create a new single lot for the commercial development of a business site. The applicant has already submitted the lot line rearrangement application pending this action and has been working with staff on the development of this property. Staff did not receive any comments or objections to the applications from any city department or utilities.

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Recommended Action:

The Subdivision Review Committee recommends that the Easement Vacation be recommended for **APPROVAL**.

QUESTIONS OF STAFF:

Cheryl Spinuzzi – Once the alley is vacated does the City deed title? Md. Broadhead responded that the applicant has submitted a lot line rearrangement that will vacate the easement and adjust the existing property boundaries of their ownership.

Sara Martinez – Is this property within the newly established urban renewal district on the east side? Mr. Hobson responded that this property is south of 4th Street along Portland Street and is not within the new urban renewal area.

HEARING: Nathaniel Evans, 904 S. Ogden, applicant, was sworn in and testified on behalf of the application. Ms. Martinez asked what type of commercial will be developed. Mr. Evans responded that the property will be used for a retail marijuana cultivation facility.

No one else spoke in support or opposition for the application.

MOTION: Motion to recommend approval of V-22-02 to City Council was made by Bailey, second by Martinez.

MOTION PASSED 7-0

1. **Z-22-03: Rezone:** approximately 179.38 acres generally located north of West U.S. Hwy 50 and North Pueblo Blvd. from Pueblo County A-1 and A-3 to City A-1, for not more than a 10-year period

Staff Report by Beritt Odom.

BACKGROUND AND ANALYSIS:

The proposed rezoning is for the entire Wildhorse Crossing Annexation Site 179.38 acres, which was approved by City Council January 21, 2022 (Ordinances 10103 and 10104). The applicant, Mr. Dean, is proposing to zone the property A-1, Agricultural One according to the Annexation Agreement, January 31, 2022. Prior to development of uses, that are not allowed within the A-1 Zone District, the property must be rezoned to a land use classification most nearly corresponding to the land use classification identified in the Pueblo Regional Comprehensive Plan, as amended.

STAFF REVIEW AND FINDINGS:

The 179.38 acre parcel meets the area of the A-1 Zone District.

CHARACTER AND COMPATIBILITY:

Site Character:

The property is currently undeveloped.

Neighborhood Compatibility:

North	County A-1, undeveloped; County A-2, outdoor storage; County PUD, self-storage; and County A-3, undeveloped and contractors' yard
East	County A-1, Agricultural One, undeveloped
South	County A-3, undeveloped; County A-1, undeveloped; and City S-1, CDOT Highway Maintenance Facility.
West	County A-1, undeveloped

Comprehensive Plan Compliance:

Wildhorse Crossing is designated as a Special Development Area by the Pueblo Regional Comprehensive Plan, 2002. Special Development areas call for the careful planning of undeveloped lands due to significant development and/or open space potential in strategic locations. The Comprehensive Plan further contends that a Master Plan must be prepared prior to development in Special Development Areas. An Overall Development Plan (ODP), establishing a land use plan that includes provisions for a mixture of commercial, office, business park, and multifamily residential uses, was approved by the Planning and Zoning Commission on March 9, 2022. The ODP conforms with the Comprehensive Plan designation of Special Development Area. When applications to establish the uses approved in the ODP land use plan are requested, the property must be rezoned prior to development.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED**.

HEARING: Drew Brice, NorthStar Engineering, representing the applicant, was sworn in and testified on behalf of the application.

No one else testified in support of the application.

Bonifacio Cosyleon, 1700 Wildhorse Road, testified not necessarily against the rezoning but had questions about the project. He wondered whether the applicant had contacted PEDCO to see if there were any incentives that could be provided? Mr. Castellucci indicated that this hearing was to change the zoning of the property and was not within the authority of the board. Mr. Castellucci indicated that any PEDCO incentives be addressed with City Council. Mr. Cosyleon indicated that he felt this development and potential incentives were pertinent to this hearing.

Mr. Cosyleon stated that there are a lot of little steps in the development process and a lot of other entities would like to have more information as to what is going on with this development. Ms. Odom indicated that the planning department could provide Mr. Cosyleon with a copy of the overall development plan that shows the future land uses for the property. Mr. Castellucci indicated that the overall development plan was previously approved by the board when the property was annexed into the City. Mr. Avalos indicated that the annexation was noticed in the newspaper prior to any hearings before the board hearing. Mr. Hobson stated that the overall development plan was reviewed in a previous public hearing held by the board and adjacent property owners were notified of the application and hearing date. Mr. Hobson further stated that according to the City's zoning requirements, a property annexed into the City has to zone the property within 90 days following the annexation into a City zone district. Prior to any subdivision of the property, the area being proposed for development would need to be rezoned from the A-1 district into a compatible zone district that would be heard by this commission, as well as through a public hearing at City Council.

Mr. Cosyleon asked whether the residents in the surrounding area have the ability to question to proposed zoning of the property, even if it is not necessarily positive or negative? Mr. Castellucci added that any zoning changes would be through public hearings with this board and through City Council.

Mr. Cosyleon asked about a timeline for the development and if any of the infrastructure will be completed by the City or if that was solely at the cost of the developer and if impact to adjacent properties to the south and further east toward the railroad are taken into account. Ms. Odom indicated the rezoning requests need to be in accordance with the Pueblo Regional Comprehensive Plan. The current Comprehensive Plan designates this area as a "Special Development Area", so every property is required to prepare a master plan before any zoning action can happen. She noted that the City will soon be adopting a new Comprehensive Plan and this area will no longer be in a "Special Development Area", however the land uses have not drastically changed from the current plan.

No one else testified in regard to this application.

Mr. Brice, responded to the testimony of Mr. Cosyleon by stating that most the information that was being questioned is in the overall development plan, including a traffic plan and all the different segments of the plan will provide him with other information. The property owner will need to subdivide to create the lots prior to development and rezone. He will be able to testify when those additional applications have public hearings.

MOTION: Motion to recommend approval of Z-22-03 to City Council was made by Bailey, second by Avalos.

MOTION PASSED 7-0

NEW/OLD BUSINESS:

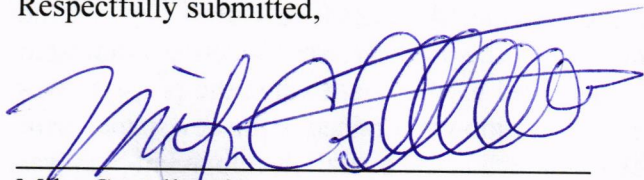
None

ADJOURN

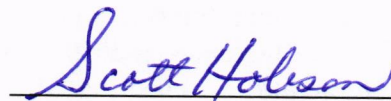
There being no further business the Regular Meeting was adjourned at 4:20 p.m.

Respectfully submitted,

Attest:



Mike Castellucci
Chairperson



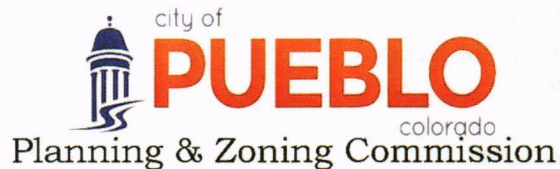
Scott Hobson
Executive Secretary

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, June 8, 2022 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNfZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722
Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:31 p.m. with Commissioner Castellucci presiding.

The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Sarah Martinez, and Lisa Bailey.

Commissioners Absent: none

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; and Joe Martellaro, Associate Engineer II.

APPROVAL OF THE JUNE 8, 2022 AGENDA:

Bailey moved to approve the June 8, 2022 agenda with S-22-06 North Vista Filing No. 5 Subdivision and Z-22-04 Keating School Rezoning continued to the July 13, 2022 Planning and Zoning Commission Public Hearing.

Second by Spinuzzi, motion carried 7-0.

PUBLIC HEARING AND ACTION

1. **Z-22-06-1221 E Abriendo Ave.-** Rezoning 4,575 sq. ft. from B-4 (Central Business District) to CCN (Commercial Charter Neighborhood) Staff report by Sr. Planner Wade Broadhead
Staff report by Beritt Odom.

Staff report by Wade Broadhead

BACKGROUND AND ANALYSIS:

Currently, the subject property sits in a large area of B-4 zoned land in Bessemer centered around Northern Avenue and zoned as such since 1968. The B-4 served as a district for mixed commercial uses to serve the Bessemer neighborhood when the steel mill was at its height, but the area has undergone numerous changes in the intervening 54 years. While many commercial store fronts on Northern and adjoining streets were zoned appropriately, many single-family homes were rezoned B-4 with an aspiration that commercial uses would expand a block out from each side of Northern Avenue. The reduction in the demand for small commercial space has resulted in high vacancy in the adjoining area and the homes continuing as residential uses. Periodically residential owners have rezoned their properties R-4 in the area (see figure D). The R-4 Zone District requires a 50-foot lot width, 1221 E. Abriendo has a 37.5-foot lot width; therefore, the applicants are requesting a zone change to Commercial Charter Neighborhood which allows a minimum 25-foot lot width and a mixture of commercial and residential uses.

The building at 1221 E. Abriendo Avenue was listed as a single-family residence in 1968 according to the City Directories, but sometime after 2005 it was converted into a duplex. Duplexes, granny flats, house conversions to multifamily, have been common in the Bessemer Neighborhood and the expansion of housing options is appropriate in the area. While R-4 makes up most of the surrounding residential area; the CCN Zone District was created to maintain the character of the City's original neighborhoods, often referred to as Charter Neighborhoods. The zone district is designed to retain and conserve suitable areas for commercial, office, and mixed-use development that primarily serve the residents of the surrounding neighborhood. The CCN allows the residential use to change to a low-level commercial use if conditions change in the future. A duplex is a use by right in a CCN and one other duplex is located on the 1200 block of Abriendo just north. The property complies with all performance standards except the rear parking is gravel and not paved. The applicant will have to pave the two required spaces or ask the Zoning Board of Appeals for a waiver which is allowed in CCN. Mr. Broadhead stated that he received 18 letters of support, five of the letters were included in the staff report.

COMPREHENSIVE PLAN COMPLIANCE:

The proposed rezoning request conforms with the Pueblo Comprehensive Plan designation of Urban Mixed Use. Urban Mixed Use land use classifications are reserved for the central business district as are "parts of Northern Avenue". According to Pueblo's Comprehensive Plan, "Some higher density, freestanding residential may also fit in this land use category". This rezoning will accommodate a higher density residential use and allow the flexibility for later small-scale retail commercial uses to emerge if conditions change, both of which are in line with the Urban Mixed Use category designation. Staff has determined that the proposed rezoning is consistent with the comprehensive plan designation.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVE with the following conditions:**

- Pave one parking space adjacent to the alley or apply for a variance to allow the space to remain gravel.

QUESTIONS OF STAFF:

Cheryl Spinuzzi – Where is the entrance for the duplex? Broadhead deferred to the applicant.

HEARING:

Don Etherton/Prairie Fire LLC, property owner and applicant testified in favor of the application.

Spinuzzi asked if the Etherton residence is currently a single-family residence and if he wants to convert the residence to a duplex. The applicant stated that it is currently a duplex but inhabited by one family. The rear entrance provides access to the second residence on the second floor.

No one spoke in opposition.

COMMISSION ACTION:

Bailey moved to approve Z-22-06 with staff condition that the applicant pave the required parking area or request a variance for the parking requirement. Second by Aznar.

MOTION PASSED 7-0

2. **Z-22-07: Rezone: 7 Amherst Avenue**-Rezone .85-acre parcel from R-5, Multiple-Residential and Office District to R-6, Multiple Residential and Commercial District.

Staff Report by Danielle Baxter and report by Beritt Odom

BACKGROUND AND ANALYSIS:

The subject property is located west of S. Prairie Ave and north of Amherst Ave, generally located west of the State Fair Grounds in the Sunset Park Subdivision, 6th Filing. The 0.85-acre site is comprised of a single undeveloped parcel. A preliminary site plan has been submitted for development with a proposed laundromat along Amherst Ave and apartments located behind the laundromat on the north side of the property.

The proposed laundromat and residence, multifamily are both a use by right in the Multiple-Residential and Commercial (R-6 Zone) District. The applicant is requesting to construct a new laundromat facing Amherst Ave. The laundromat will be a 3,000 square foot single story building and will house 80 to 90 washing machines and dryers for patron use. Behind the laundromat will be a two-story apartment building, which will provide eight new apartments. The proposed apartment building is approximately 7,200 square feet and if each apartment has the same floor plan, each apartment will be approximately 900 square feet.

Based on the proposed site plan the laundromat and apartments have the appropriate number of parking spaces required by Sec 17-4-42 & Sec 17-4-43. The applicant currently owns multiple

residential rental properties and laundromats in Pueblo, to include Lady Fair Laundromat at 1141 S. Prairie Ave. The applicant states that Lady Fair Laundry, which is located a block south of the proposed rezone site, will close and be moved to this new location if the requested rezoning and the commercial plan review are approved.

COMPREHENSIVE PLAN COMPLIANCE:

The current 2014 comprehensive plan outlines this parcel as high density residential. There are several areas within the City of Pueblo where High Density Residential land use is located. These multiple family housing complexes, having densities of 8 to 12 units an acre, are primarily found within the Minnequa, Belmont and Northridge areas of the City of Pueblo and within Pueblo West along Highway 50. This land use includes townhomes, and apartment buildings. Zoning for these areas should encourage multiple family housing complexes, with appropriate buffers and setbacks to maintain reasonable compatibility with lower density development nearby.

The draft 2022 comprehensive plan, which has not yet been approved by City Council, outlines this parcel as Urban Neighborhoods. The new comprehensive plan states Urban Neighborhood is characterized by traditional urban neighborhoods similar to Pueblo's centrally located neighborhoods. Uniform block sizes with gridded streets, alleys, and an integrated mix of housing types, including single-family homes, duplexes, small multi-family buildings, and accessory dwelling units. Variety of services and amenities available within the neighborhood or easily accessible nearby. Features a complete sidewalk network, neighborhood bikeways and dedicated bike lanes, and offer transit service along major corridors and between areas with a density of housing and/or jobs. Residential density is 6 to 16 dwelling units per acre but may be higher in some locations. Primary Land uses include single family detached and attached homes, duplexes, and townhomes. Supporting land uses include accessory dwelling units; small-scale multi-family dwellings; neighborhood-scale commercial, retail and services; parks; schools; libraries; community gardens; and other complementary uses.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED**.

HEARING: Daryl Voss, property owner and applicant testified in favor of the application.

Support:

Dorrine Fletcher, testified that the church east of the site is no longer the Cowboy Church it is now the Foot of the Cross Ministries.

No one spoke in opposition.

MOTION: Bailey moved to recommend approval, second by Aznar.

Motion passed 7-0

3. **Z-22-08: Rezone:** Rezoning of .34-acres from R-5, Multiple-Residential and Office District to B-2 Subregional Business District.

Staff Report by Wade Broadhead

BACKGROUND AND ANALYSIS:

The applicant opened a retail store at this location in 2019 without a business license. The City of Pueblo discovered the discrepancy and required the applicant to apply for a business license. When the applicant spoke with staff, they realized a retail store was not a use by right in a R-5 Zone District and applied to rezone. A retail store is a use by right in a B-2 zone District.

The building at 520 W. 13th Street was the long-time home of the Salvation Army and sat empty for years. The property has areas for public parking on both the east and west sides of the lot, alley access and two curb cuts along 13th Street. B-1 and B-2 zone districts are most appropriate on busier streets and intersections in residential neighborhoods. Multiple B-1 and B-2 properties are located immediately to the west on 13th Street and along Elizabeth Street to the north and south of the rezoning site. The existing building is constructed to the front property line and does not provide a front-yard setback. An eight-foot rear yard setback is provided adjacent to the alley; however, the B-2 Zone District requires a 15-foot rear-yard setback; therefore the B-2 rezoning will be contingent upon the property owner obtaining a variance for the zero-foot front-yard setback and eight-foot rear-yard setback. There are also a number of hand-painted signs and murals on the build the applicant must comply with allowable signage in a B-2 Zone District. The applicant has no plans for any structural additions.

COMPREHENSIVE PLAN COMPLIANCE:

The proposed rezoning request conforms with the Pueblo Comprehensive Plan designation of Urban Residential. The *Urban Residential* neighborhoods are found predominantly within the city limits of Pueblo and the urbanizing areas in the City's immediate periphery. Examples include Mesa Junction, Eastside, Bessemer, *Northside....*". According to Pueblo's Comprehensive Plan, "Where appropriate, community scale commercial services will be created to provide the necessary day-to-day needs of residents within walking distance..." This rezoning will accommodate general retail services in line with the intensity of nearby B-1 and B-2 zoned properties and much less traffic than the previous charitable institution that operated at this location. Staff has determined that the proposed rezoning is consistent with the comprehensive plan designation.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED** with the following conditions:

1. All business signage must comply with the Pueblo Sign Code, Section 17-10.
2. The applicant must receive a front and rear yard setback variance from the Zoning board of Appeals before the ordinance is reviewed by City Council.

HEARING: Mitchell Ryan, applicant and owner of the Nerd Emporium, NorthStar testified on behalf of the application. Mr. Ryan stated that his establishment sells movie posters and provides a place for individuals to gather.

Pasternack asked if Nerd Emporium is similar to chaos games. Ryan stated that they have an indoor flea market, movie showings, and gatherings and comic books are not sold on property.

James Needham Winget, 101 W. 11th Street, stated that the Nerd Emporium has provided a space for he and Heather Norton to give talks, Fireside Chat, to discuss what it was like to grow up in Pueblo. Mitch allows them to provide the oral history of Pueblo free of charge.

No one else testified in support of the application.

No one testified in opposition to application.

MOTION: Bailey moved to recommend approval of the rezoning request with the two conditions recommended by Planning staff. Second by Spinuzzi.

Motion carried 7-0.

4. **TA-21-04 Text Amendment:** An ordinance amending Section 17-4-7 of Title XVII of the Pueblo Municipal Code relating to landscape requirements.

Staff presentation by Beritt Odom

BACKGROUND AND ANALYSIS:

The City of Pueblo Planning & Community Development Department is requesting approval to remove a requirement from the current landscape performance standard code, which states that any addition to a non-single family residential structure larger than 1,000 square feet would trigger all landscaping requirements. The Planning Department is also proposing to include a residence, two family (duplex) as an exception to the landscape performance standards code.

The City of Pueblo Planning Department has determined that the 1,000 square foot addition currently outlined in Sec 17-4-7(b)(2)(b) and 17-4-7(b)(2)(g)(1) is triggering full landscape requirements, to include parking lot landscape islands, parking lot screening, buffering, tree lawns, and landscape setbacks. These additional landscape requirements are a financial burden and have been proven to be a detriment to the development of existing commercial properties. Therefore, the Planning Department is requesting to remove the 1,000 square foot addition requirement from the landscape code. Removing this requirement will also align the landscape performance standards code with the current small and medium scale development performance standards, which are triggered by any addition to a commercial structure exceeding 35-percent. Prior to 2018, landscaping for commercial development was only required when a new structure was constructed or when an addition was proposed that equaled 35-percent or more of the gross square footage of the existing structure.

The Planning Department is also requesting to add a residence, two family to the exemptions within the landscape performance standards code in Sec 17-4-7(b)(2)(a) and (b). The current landscape code states a residence, single family is exempt from the landscaping requirement that is triggered by a 1,000 square foot and 35-percent addition requirement. Therefore, including residence, two family to this exemption allows residential properties the opportunity to increase in size in zone districts that require landscaping without requiring full landscape improvements. Including the residence, two family in the exemption also aligns with our new residence,

multifamily definition, which is now defined as a residential structure with three or more dwelling units. Multifamily dwelling units are considered commercial and must abide by the newly implemented Sec 17-4-14, which outlines multifamily housing development design standards.

RECOMMENDATION:

Staff recommends that the Planning and Zoning Commission forward a recommendation of approval of the proposed text amendment to City Council.

HEARING: No one spoke in favor or opposition.

MOTION: Motion to recommend approval to City Council was made by Bailey, second by Aznar.

MOTION PASSED 7-0

5. **TA-22-02 Text Amendment:** an ordinance amending Sections 6 and 15 of Chapter 10 of Title XVII of the Pueblo Municipal Code (PMC) relating to the location of allowed high-rise signs in Special Sign District 3.

Staff presentation by Beritt Odom

BACKGROUND AND ANALYSIS:

Under the existing code, properties fronting Interstate-25, W. Pueblo Blvd., and Gateway Drive north and west of Interstate 25 are in Special Sign District 3 and are allowed to install one 30-foot pole/free standing sign with a maximum sign area of 300 square feet. These properties are also allowed an additional low-profile sign if they are a through lot and have an arterial street right of way adjacent to the rear property line. The proposed ordinance revises the sign code by including commercial/industrial properties, adjacent to the east side of Interstate-25, in the Special Sign District. The ordinance also modifies the language describing the district to aid in understanding the intent and purpose of the district. Finally, the ordinance amends the Special Sign District table to allow properties within Districts 1-4 to have a low-profile sign adjacent to another street right-of-way if the property is a through lot or a corner lot. Previously, only through lots that fronted on a right-of-way, identified in the district, and on an arterial street were allowed to have both a high-rise sign and low-profile sign. This language prevented several lots with multiple frontages on rights-of-way to have both types of signs.

The Planning and Community Development Department received interest from a large national convenience store on the unimproved parcel located north-east of the W. Pueblo Blvd. and Interstate-25 interchange. The developers requested to be included in the Special Sign District 3 to receive equitable sign opportunities as the properties located directly west of their site. To further equitable sign opportunities along Interstate-25, the Planning Department proposes to extend the district south of the W. Pueblo Blvd. and Interstate-25 interchange for the properties that front Interstate-25 and Greenhorn Drive. The district is proposed to end at the point where Greenhorn Drive jogs west to run adjacent to Interstate-25.

RECOMMENDATION:

Staff recommends that the Planning and Zoning Commission forward a recommendation of approval of the proposed text amendment to City Council.

HEARING: No one spoke in favor or opposition.

MOTION: Motion to recommend approval to City Council was made by Bailey, second by Avalos.

MOTION PASSED 7-0

NEW/OLD BUSINESS:

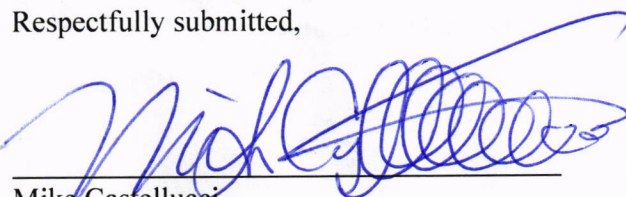
None

ADJOURN

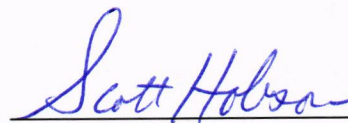
There being no further business the Regular Meeting was adjourned at 4:15 p.m.

Respectfully submitted,

Attest:



Mike Castellucci
Chairperson



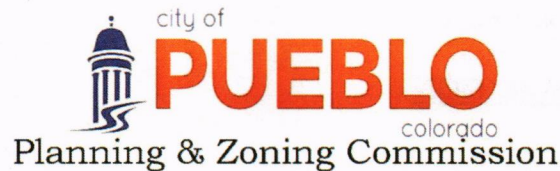
Scott Hobson
Executive Secretary

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, July 13, 2022 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNfZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:31 p.m. with Commissioner Castellucci presiding.

The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

Commissioners Present: Mike Castellucci, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Sarah Martinez, and Lisa Bailey.

Commissioners Absent: Patrick Avalos

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Bart Mikitowicz, Sr. Planner

APPROVAL OF THE JULY 13, 2022, AGENDA:

Bailey moved to approve the agenda with the following changes:

1. Move S-22-06, North Vista Filing No. 5 Subdivision to the August 10, 2022, Public Hearing.
2. Move CP-22-01, Pueblo Regional Comprehensive Plan to the last item on the July 13th agenda.
3. Move Z-22-05, Cottages at Park West Rezoning to the August 10, 2022, Public Hearing
4. Move S-22-03, Cottages at Park West, Subdivision to the August 10, 2022, Public Hearing.
5. Move SAP-22-01, Cottages at Park West, Special Area Plan to the August 10, 2022, Public Hearing.

Seconded by Aznar,

Motion carried 6-0, Avalos absent

PUBLIC HEARING AND ACTION

1. **V-21-03 Street and Easement Vacation:** Villa Bella Filing No. 1, Street and Easement Vacation of a portion of Napoli Way, all of CBI Drive, and drainage/utility easements

Staff Report by Beritt Odom

BACKGROUND AND ANALYSIS:

CBI Drive, Napoli Way and the Public Utility and Drainage Easements proposed to be vacated were subdivided in 2009 with the Villa Bella, Filing No. 1 Subdivision. At the time, CBI Drive, Napoli Way, and the drainage/utility easements were intended to provide drainage and utility service to multiple lots designated for commercial and office uses. Jeff Mark, property owner, is requesting to resubdivide a portion of Villa Bella, Filing No. 1 to facilitate single-family residential development. Villa Bella, Filing No. 2, includes drainage and utility easements to serve the proposed single-family residential lots. CBI Drive and the eastern portion of Napoli Way will no longer be necessary to provide access to the previously platted commercial lots. Both streets will be replaced by local roadways, running north and south, to service the proposed single-family residential lots within the Villa Bella, Filing No. 2 Subdivision. The western portion of Napoli Way will remain to provide access to Lots 43 to 193; however, the proposed subdivision shows Napoli Way being renamed to Medici Way, which will require an approved Street Name Change prior to City Council review of the proposed Street and Easement Vacation and Subdivision.

RECOMMENDED ACTION: The Subdivision Review Committee recommends that the Street and Easement Vacation be recommended for APPROVAL following conditions:

- The Villa Bella, Filing No. 1 Street and Easement Vacation must be recorded concurrently with the Villa Bella, Filing No. 2 Subdivision.

Beritt Odom stated that the applicants have submitted an application for a street name change.

HEARING:

Virgil Sanchez, M&S Civil Consultants, Inc., 212 N. Wahsatch, Colorado Springs, testified in favor of the application.

No one testified in opposition

MOTION: Bailey moved to recommend approval of the vacation with the condition that the Villa Bella, Filing No. 1 Street and Easement Vacation must be recorded concurrently with the Villa Bella, Filing No. 2 Subdivision, seconded by Spinuzzi

Motion carried 6-0, Avalos absent.

2. **S-21-10 Subdivision:** Villa Bella Filing No. 2, subdivision of 48.240 acres into 375 single-family residential lots. Generally located south of Rawlings Blvd., west of Bergamo Drive, and east of Thunderwolf Drive.

Staff Report by Beritt Odom

BACKGROUND AND ANALYSIS:

The proposed subdivision is located east of CSU-P, south of Villa Bella Expeditionary School, and north of Cesar Chavez Blvd. and is a re-subdivision of the western portion of the Villa Bella, Filing No. 1, Subdivision (2009). Villa Bella, Filing No. 1 was originally subdivided for multifamily and office/commercial uses. In 2020, an amendment to the Villa Bella PUD was approved, which changed the uses within the project area to single-family residential.

Villa Bella, Filing No. 2, divides the property into 375 modestly sized single-family residential lots and multiple parcels dedicated for drainage, detention, pedestrian, public utilities, trail, and landscape purposes. The average lot area within the proposed subdivision is about 2,975 square feet with an average lot width of 35-feet. Parcel A is 3.837 acres and is dedicated as a neighborhood park that will be owned, developed, and maintained by the Villa Bella Metropolitan District No. 1. Parcel B is dedicated for perpetual use as public utility easements, landscaping, and sidewalk, "subject to certain restrictions." However, the plat states Parcel B is intended for public utilities, drainage easements, and park. Staff recommends an amendment to the subdivision plat to remove the park provision from Parcel B. Additionally, the "SUMMARY" table on the dedication page of the subdivision must be amended to remove Parcel B from the park calculation. The proposed park area, within Parcel A, is approximately nine percent of the land area, exclusive of street widths, being subdivided, which exceeds the 8-percent park dedication requirement.

COMPREHENSIVE PLAN COMPLIANCE:

The project site is designated by the Pueblo Regional Comprehensive Plan as "Suburban Neighborhoods." According to the plan, Suburban Neighborhoods are characterized by single-family detached and attached homes on similarly sized lots and future development should accommodate a similar mix of lot sizes and housing types. Curvilinear streets and cul-de-sacs are typical in Suburban Neighborhoods and should provide pedestrian and bicycle connectivity between neighborhoods. The proposed Villa Bella, Filing No. 2, provides a mixture of lot sizes for single-family homes, with a density of 7.7 residential units per acre, which is greater than the Comprehensive Plan suggested density of two to five dwelling units per acre. However, the previous Pueblo Comprehensive Plan Designation of the project area was "Special Development Area," which required a master plan to be prepared and approved prior to development. The Villa Bella PUD serves as the Master Plan for the project site and was originally approved in 2009 and amended in 2021 to allow densities greater than five units per acre. The proposed subdivision complies with the Villa Bella PUD and the proposed density is slightly greater than the recommendation of the Pueblo Regional Comprehensive Plan, 2022.

RECOMMENDED ACTION:

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: M & S Civil Consultants, Inc. requests the following modifications, identified in the Subdivision Review Checklist-Part I:

1. Five- and seven-foot-wide utility easements, standard width is 10-foot.
2. Modification of the street knuckle design. The Department of Transportation requests parking restrictions on streets with the modified knuckle design if the following occurs:
 - a) Two vehicles traveling in opposite directions can maneuver with cars being parked on both sides of the street.
 - b) Fire trucks can maneuver with cars being parked on both sides.

Request for Deferred Filings: Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, July 5, 2022.

Conditions of Approval:

(Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.):

1. Amend Parcel "A" dedication statement to dedicate the parcel for park and recreation purposes to be owned and maintained by the owner(s) and/or the Villa Bella Metropolitan District No. 1.
2. Amend the fifth paragraph of the "Dedication" to read: "LANDSCAPING LOOCATED WITHIN PARCELS DEDICATED FOR SUCH PURPOSE, AS SHOWN HEREON, SHALL BE INSTALLED, REPARIED, AND MAINTAINED IN GOOD CONDITION BY THE OWNER(S) AND/OR THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON."
3. The Department of Transportation requests parking restrictions on streets with the modified knuckle design if the following occurs:
 - c) Two vehicles traveling in opposite directions can maneuver with cars being parked on both sides of the street.
 - d) Fire trucks can maneuver with cars being parked on both sides.Parking restrictions to be determined during the Subdivision Part II review, conditions are not required to be satisfied prior to City Council review.
4. The 45-foot Central Telephone and Utilities Corporation Easement must be released and removed from the subdivision plat.
5. Amend subdivision plat and related documents as requested in the Stormwater Utility Memo from John Sakariason, June 27, 2022.
6. Amend the Utility Plan addressing the Sanitary Sewer Main location in Thunderwolf Drive and in Parcel B. The Utility Plan will be reviewed as part of the Subdivision Part II review and is not required to be amended prior to City Council review.
7. Amend subdivision plat to reflect Thunderalley Drive not "Thunder Valley Drive."
8. Change Giotto Drive to Giotto Circle on the subdivision plat.
9. Submit a Street Name Change request to change Napoli Way to Medici Way

Bailey asked if they will be constructing two story homes. Odom deferred to the applicant representative Virgil Sanchez.

Martinez asked why staff is recommending that the park dedication be removed from Parcel B? Odom stated that City Park standards do not allow stormwater facilities to be classified as parks. The facilities may be used as open space for the surrounding residents but not calculated towards the total park area. The park area dedicated in Parcel A, meets the eight-percent park area requirement of the PUD, therefore it is not necessary to include Parcel B in the park calculation.

Castellucci inquired about the 35-foot-wide lots. Odom stated that the 2020 amendment to the PUD allows an average lot width of 35-feet within any block. All lot widths within each block were averaged as part of the review and meet the minimum requirements.

HEARING:

Virgil Sanchez, M&S Civil Consultants, Inc., 212 N. Wahsatch, Colorado Springs, testified in favor of the application. Mr. Sanchez stated that they would be constructing two story homes.

Sanchez stated that most homes will be two stories and will have front facing garages. Bailey asked what the largest lot size is? Sanchez stated that there are lots at 5,000 square feet or greater, which are primarily found on the corners of two intersecting streets. Sanchez stated that the small lots are typical along the front-range.

No one testified in opposition.

MOTION:

Bailey moved to approve with all requests for modifications to the requirements and conditions of approval as noted in the staff report. Second by Spinuzzi,

Motion carried 6-0, Avalos absent.

3. **Z-22-10 Rezone:** Parcels 527306003 & 527306004- Intersection of Jasper Street and 12th Street- legally described as Lots 1-9 and 35-40, Block 22, West Side Addition excluding track sold to USA from A-4, Agricultural Four to I-2, Industrial District.

Staff report by Wade Broadhead, Sr. Planner, report given by Beritt Odom, Principal Planner

BACKGROUND AND ANALYSIS:

The subject property is located in the West Side neighborhood and consists of two parcels bisected by an active railroad line. The parcel is currently undeveloped and sits at the intersection of Jasper and 12th street just east of Pueblo Boulevard and 11th street. The neighborhood is characterized by a mixture of uses including industrial lands, some single-family homes, vacant properties, undeveloped prairie, and a landscaping business. These uses are set in a mixture of B-3, I-2, R-2, and A-4 zoned property.

According to the Pueblo Comprehensive Comp Plan this property is designated Light Industry future Land Use Category. Light Industry is characterized by manufacturing, processing, and

various other industrial uses. The applicant is proposing the rezoning to accommodate low level industrial uses or equipment storage in the future. The property immediately to the south already contains a roofing company and is zoned I-2. Commercial development of the property in the future may include onsite and offsite public improvements which will be handled during the commercial site plan review process depending on the scale of development. The northeast parcel in particular is adjacent to a platted but never fully constructed street. Adding buildings to that parcel may require extensive improvements.

COMPREHENSIVE PLAN COMPLIANCE:

The proposed rezoning request conforms with the Pueblo Regional Comprehensive Plan designation is Light Industry. The primary uses in Light Industry include research and development, manufacturing/processing, maintenance/repair shops, warehousing, and distribution. The *Light Industry* includes more intensive industrial uses that require larger sites and have a greater impact on surrounding areas, including outdoor storage and other on-site activities. The tentative plan for the site is industrial outdoor storage which is allowed in the Light Industry Future Land Use category. Zone District I-2 allows the proposed future uses, and the rezoning is consistent with the comprehensive plan designation.

RECOMMENDATION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED**.

Castellucci asked about the parcel configuration of the rezoning request. Odom stated that the alley bisects the two separate parcels. Odom stated that it is likely that each of the parcels will most likely have to be subdivided prior to development because full street infrastructure is not present at either site.

Spinuzzi asked if the parcels may be used as is? Odom stated that it may be possible to institute an outdoor storage use without permanent structures and that would be more likely on the western parcel as Jasper runs adjacent.

HEARING: Melvin Ortiz, property owner testified in favor of the application.

No one testified in opposition.

MOTION: Bailey moved to approve. Seconded by Aznar.

Motion carried 6-0. Avalos absent.

4. **Z-22-11 Rezone:** Parcel 433012004 - N. Vision Lane, Lot 3, Block 1, Trinity Subdivision: approximately 1.03 acres generally located north of McCormick Avenue and West of Vision Lane from Highway and Arterial (B-3) Zone District to Light Industrial (I-2) Zone District.

Staff report by Bart Mikitowicz

BACKGROUND AND ANALYSIS:

The applicant is seeking to rezone Lot 3, Block 1, Trinity Subdivision, which is located on N. Vision Lane to expand his existing salvage yard located at 300 and 200 N. Vision Lane. The rezoning site is located in the eastern portion of the city approximately one half-mile west of the Highway 47 and 50 Bypass interchange. The area was annexed into the city and subdivided in 1981. The property is currently undeveloped and zoned B-3 and is located between two I-2 zoned properties to the north and south. The property directly south, 200 N. Vision Lane, was rezoned from B-3 to I-2 in 2021 (Z-21-09). The Pueblo Regional Comprehensive Plan designation of the property is Commercial Mixed Use and adjacent designations include Institutional Mixed-Use to the west and Urban Neighborhoods/Commercial Mixed Use to the east. Despite the Comprehensive Plan designation, which focuses on retail and service enterprises, existing development along Vision Lane is primarily industrial consisting of salvage yards and aggregate suppliers. The site is also located directly south of E. 4th Street/Hwy 96, which has substantial through traffic with an Average Annual Daily Traffic (AADT) count of approximately 7,000

A Special Use Permit (SUP) is required to operate a salvage yard in an I-2 Zone District. Mr. Steir, received a SUP for Toms Auto Salvage in 2017 for 300 N. Vision Lane and another Auto Salvage SUP for 200 S. Vision Lane in 2020 (approval was conditioned upon rezoning the site to I-2), resulting in salvage yard uses being established directly north and south of the subject property. The proposed rezoning will allow Mr. Steir to expand his salvage yard, located at 300 N. Vision Lane, south; essentially connecting the two salvage yard businesses and filling the salvage yard gap along Vision Lane.

COMPREHENSIVE PLAN COMPLIANCE:

The project site has been designated by the Comprehensive Plan as “Commercial Mixed Use.” While the Comprehensive Plan designation of Commercial Mixed Use area notes that the primary focus of these areas is retail sales and personal services and some office space, this land use category does not prohibit any compatible land use and allows for supporting services. A salvage yard as an intended use will not include industrial processes that emit significant smoke, noise or odors or handle hazardous materials. Though the Salvage Yard use is not consistent with the Comprehensive Plan, the intended use appears to be compatible with adjacent land uses such as Rockworx Aggregate Supplier, and C&E Used Auto Parts Salvage Yard.

Castellucci asked if the applicant has applied for the Special Use Permit to operate a Salvage Yard? Mikitowicz stated that they have not yet applied for the Special Use Permit.

Bailey asked if the rezoning is not consistent with the Comprehensive Plan is there a conflict if uses change in the future? Mikitowicz stated that previous approvals for the Salvage Yard SUP and rezoning to I-2, indicate a shifting of land use. Odom stated that the Comprehensive Plan calls for a mixture of uses and only excludes heavy industry. Hobson stated that the Comprehensive Plan is a guide, in previous situations where a zoning action did not meet the Comprehensive Plan requirements, staff has provided a justification for why the use is recommended based on the predominant development in the area.

Spinuzzi asked if the property owner had approved the application for rezoning. Odom stated that the property owner signed the application.

HEARING: Austin Steir, applicant, testified in favor of the application.

No one testified in opposition

MOTION: Bailey moved to approve subject to the applicant receiving a Special Use Permit for a Salvage Yard for the subject property prior to the rezoning being reviewed by City Council, seconded by Aznar.

Motion carried 6-0 (Avalos absent)

5. **CP-22-01 Pueblo Regional Comprehensive Plan**, review and recommendation of an ordinance approving and adopting the Pueblo Regional Comprehensive Plan.

Staff report by Scott Hobson.

BACKGROUND AND ANALYSIS:

Colorado Revised Statutes authorize municipalities and counties to prepare comprehensive plans as long-range planning guides. The comprehensive plan provides a framework for zoning, subdivision, annexation and other planning and land-use policies. The plan promotes the community's vision, goals, objectives, and policies, establishes a process for orderly growth and development, addresses both current and long-term needs. Comprehensive Plan elements include recreation and tourism (required by Colorado Statutes), transportation, land use, economic development, housing, water supply and conservation, sustainability, and urban design. Counties and municipalities generally update their Comprehensive Plans every 10 to 20 years to reflect the changing dynamics of a community and trends in development.

The current *Pueblo's Comprehensive Plan* (regional comprehensive plan including all of Pueblo County) was adopted by City Council in June of 2002 and has served as a guide for land use planning within the County for 20 years. The City of Pueblo has historically partnered with the Pueblo Area Council of Governments (PACOG) to act as the lead agency in developing the Comprehensive Plan that encompasses unincorporated Pueblo County, Pueblo's agricultural communities, municipalities, and Metropolitan Districts. The Pueblo County Planning Commission and the City of Pueblo Planning and Zoning Commission jointly serve as the Land Use Planning Committee ("Committee") to PACOG. The Committee undertakes, studies and reviews as required by law or as directed and assigned by PACOG, the City or County. The Pueblo Regional Comprehensive Plan is adopted separately by the Pueblo City Council and the Pueblo County Planning Commission. The goal is to maintain a common regional plan that can be utilized by Pueblo County and the City of Pueblo in reviewing future land use activities and proposals under a mutually agreed upon regional comprehensive plan.

Since 2002, the dynamics of Pueblo County have evolved. Pueblo's economic growth rate was the fourth highest among Colorado's metro areas and is the result of a diversified economy and a growing number of individuals moving to Pueblo due to relative affordability and the temperate climate. Because of this, PACOG has embarked on an update to the Comprehensive Plan. Pueblo County received a \$200,000 Department of Local Affairs EIAF Tier 1 grant to contract with a consulting team to create an updated Comprehensive Plan. The grant was matched with \$250,000 provided by PACOG members. Clarion Associates were hired through a competitive

bid process and began working with the Pueblo planning teams to draft the new Comprehensive Plan in November 2020.

Hobson stated that the issue of municipal water and leases of water for residential and commercial development arose. The mayor requested that the municipal water sections be reviewed, there are six changes to the plan related to water, four of the changes to the plan insert text, which states “to not encourage development that is unsupported by permanent sources of water to meet current and future demand.” These changes occur on page 69. On page 89, the amendment to the text states that new development should be encouraged to locate within existing municipalities or metropolitan districts that “have the infrastructure capacity to adequately serve new development.” Page 91 amendment states, “the City of Pueblo does have a system for funding current and future needs for water, sewer, and parks that new developments must pay in to, but the responsibility to build and maintain the infrastructure needed to provide ample capacity for service is the City’s.” Page 93 amendment states, “The provision of infrastructure and municipal services within the County’s two large metropolitan districts-Pueblo West and Colorado City-creates a more fragmented service provision network (compared to the City of Pueblo) but does allow for residents and businesses to be provided services authorized in the metropolitan district’s service plan, through available annual funding.” The final amendment on page 282, states “The County and its partners should encourage most new development to locate within incorporated cities/towns or existing metropolitan districts that have the infrastructure capacity to adequately serve new development.”

Castellucci asked how the Comprehensive Plan is enforced? Hobson stated that the Comprehensive Plan is an advisory document.

RECOMMENDED ACTION: Staff recommends the Planning and Zoning Commission forward a recommendation to City Council for approval of the Pueblo Regional Comprehensive Plan, January 2022.

HEARING: No one testified in favor or opposition

COMMISSION ACTION: Bailey moved to approve, seconded by Spinuzzi.

Motion carried 6-0 (Avalos absent).

NEW/OLD BUSINESS:

1. MP-22-01 3 Mile Annexation

The Colorado Revised Statutes, §31-12-105, (1), (e), (I) states, “prior to completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area. Such plan shall be updated at least once annually.” The proposed City of Pueblo Three-Mile Annexation Plan defines a three-mile boundary around the current City limits in which annexations may occur. The Three-Mile Annexation Plan references the Pueblo Regional Development Plan and its attached

maps, for information regarding infrastructure, transportation, and municipal services as required by State Statutes.

Castellucci asked about proceedings when the City annexes land located in the Pueblo West Metropolitan District. Hobson stated that the annexation petitioner is responsible to request disconnection from the metropolitan district. The metropolitan district is not obligated to approve the request.

COMMISSION ACTION: Bailey moved to approve the 2022 3-Mile Plan. Seconded by Aznar.

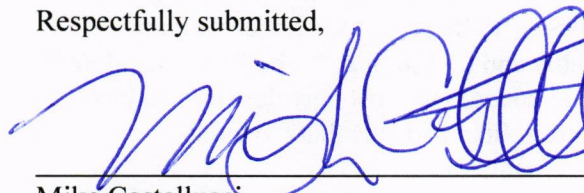
Motion carried 6-0 (Avalos absent).

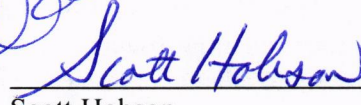
ADJOURN

There being no further business the Regular Meeting was adjourned at 4:26 p.m.

Respectfully submitted,

Attest:


Mike Castellucci
Chairperson

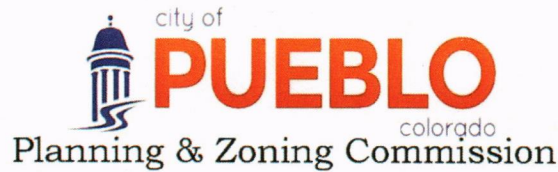

Scott Hobson
Executive Secretary

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, August 10, 2022 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNfZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:31 p.m. with Commissioner Castellucci presiding.

The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

Commissioners Present: Mike Castellucci, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Sarah Martinez, and Lisa Bailey, Patrick Avalos

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Sr. Planner, Melanie Turner, Interim Traffic Engineer.

APPROVAL OF AGENDA

Commissioner Bailey moved to approve the agenda

Seconded by Aznar

Motion carried 7-0

PUBLIC HEARING AND ACTION

- 1. S-22-06 Subdivision:** North Vista Fil NO 5 Subdivision of 55.954 acres into multifamily residential lots, 55 single-family attached lots, and multiple parcels for utilities, drainage, trails, and parks. Generally located at north of Vision Hills Parkway and west of Walking Stick Blvd. staff report by Beritt Odom-*Continued from July 13, 2022, Public Hearing*

BACKGROUND:

Staff Report by Beritt Odom

REQUEST: The applicant is requesting to subdivide 55.954-acres into 101 single-family residential lots, two multifamily residential lots, two commercial/mixed-use lots, and four parcels for drainage, detention, pedestrian, trail, public utilities and one parcel for pedestrian connectivity to the neighborhood park.

STAFF REVIEW AND FINDINGS: The subject property is located west of North Vista Highlands, Filing No. 1. The proposed subdivision divides the property into 101 single-family residential lots, two multifamily residential lots and two large commercial/mixed-use lots. The subdivision also includes five parcels, which will be owned, developed and maintained by the North Vista Highlands Metropolitan District ("Metropolitan District"). Parcels A, B, C, and D are dedicated for drainage, detention, pedestrian, trail, landscaping, and public utility purposes. Two of the parcels, Parcels A and C, also include access in the dedication. These parcels will provide greenspace, trails, and stormwater infrastructure to service the surrounding residences. Parcel E is 3.5 acres and is dedicated as a neighborhood park that will be owned, developed and maintained by the Metropolitan District. Parcels F and G will provide a pedestrian connection through Blocks 9 and 10 to the neighborhood park located in Parcel E and the future trail that will be constructed in Parcel A.

All proposed single-family residential lots have an area greater than 5,000 square feet and a lot width greater than 50-feet. The North Vista PUD requires lots with a width between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet have a 30-foot setback. All subdivided blocks include varying lot widths, which will require the setbacks to vary creating an irregular appearance from the street.

The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The PUD identifies Planning Areas 1, 5, and 7 as the locations for future District Park development and requires the subdivider "to clearly indicate on each plat the number of acres for each site and the total acreage proposed for each park or open space dedication within the project" (Section 7.7.3.1 North Vista Master Plan, Planned Unit development, First Amendment). North Vista Highlands, Filing No. 1 and the proposed Filing No. 5, will dedicate a total of 2.55 acres of District Park in Planning Area 1. The North Vista PUD does not state when the District Parks must be subdivided and developed, which carries inherent uncertainty. The proposed neighborhood park in Parcel E, which will be developed with this subdivision, exceeds the required 2.66 acres required by nearly one acre.

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: NorthStar Engineering request for modifications letter, July 6, 2022, Michael Cuppy, PE., PLS.

1. Utilize the standard City of Pueblo Mixed Use Collector Street cross-section in lieu of the North Vista PUD Development Guide, "Village Street" for the proposed El Principio Drive.

Response 1. This request is for the portion of El Principio, between Walking Stick Blvd and Codorniz Dr. The City Transportation Dept. approves a modified version of the Mixed Use Collector. It will have two travel lanes and a turn lane. But instead of 5' shoulders, there will be room for on-street parallel parking on each side.

2. Change the cross-section of Cedarweed Blvd. through the subdivision from the PUD Collector to the standard City of Pueblo Mixed Use collector cross-section to match the existing Cedarweed Blvd., south of Vision Hills Parkway.

Response 2. The City Transportation Dept. approves this modification.

3. Modify the maximum distance between intersections for Mariquita Dr. and Beatrice Dr., from 660-feet to 1320-feet.

Response 3. The City Transportation Dept. approves this modification with the condition that pedestrian access ways be provided for pedestrian connectivity. These parcels F and G have been provided and on the plat.

4. The exemption of single-family detached residential from the PUD Site Plan requirement of Section 17-8-7 of the PMC. The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, August 4, 2022.

Request for Deferred Filings Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, August 4, 2022.

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. Add Sanitary Sewer to the 32.50-foot Public Utility Easement dedication, the easement is located at the southern terminus of Codorniz Drive.
2. Remove drainage from the dedication for Parcel E if it is not intended to be utilized for drainage.
3. The stormwater facility maintenance agreement will be required to be recorded with the plat.
4. Proposed inlets adjacent to the curb radius or centered on the curb radius at street intersections will not be allowed per City of Pueblo Stormwater Drainage Criteria Manual.

HEARING:

Mike Cuppy, North Star Engineering and Surveying, appeared on behalf of the applicant, testified in favor of the application and did not have any objections to conditions.

Jay Fisher, North Star Engineering and Surveying, appeared on behalf of the applicant, testified in favor of the application and did not have any objections to conditions.

No one spoke in opposition.

Chairman Castellucci entered the staff report into record and closed the hearing.

COMMISSION ACTION:

Motion by Commissioner Bailey, second by Commissioner Spinuzzi. **Motion passed 7 -0.**

2. **Z-22-04 Rezone:** Keating School Rezoning approximately 3.33 acres located at 215 E. Orman Avenue (Lots 1-13 and Lots 17-32 of Block 131 in Colorado Coal and Iron Company's Addition No. 1,) currently zoned S-1, (Governmental Zone District) being rezoned to RCN and CCN (Residential Charter Neighborhood and Commercial Charter Neighborhood)

BACKGROUND:

Staff Report by Wade Broadhead

BACKGROUND

Keating School served as a Junior/Middle School until 2009 and has sat vacant for the last thirteen years. The site is located in the Mesa Junction neighborhood, across from Central High School surrounded by a variety of pre-World War II single family homes and two adjacent churches. Keating school opened in 1927, contains 115,000 sq of building and has a historic art deco theatre. The proposed project will involve a rehabilitation of the existing building into 75 market rate residential units, construction of three triplex / nine units and two parking structures adjacent, as well as the rehabilitation of the theatre. The primary school building and parcel will be zoned CCN. The overall project will also have a segment of new housing on the southeastern side of the property which will contain approximately 9 units/townhomes and this area will be zoned RCN. The property was listed on the National Register of Historic Places in 2021 and the applicant will be using Federal Historic Preservation tax credits to finance the project, thereby protecting the historic character of the exterior and primary interior spaces.

The benefit of the CCN Zone District will allow the theatre as a Use by Right. The apartment use is considered "residence multifamily" and is a Use by Review which will need a special use permit from the Zoning Board of Appeals. The CCN zone district will also allow some flexibility for limited future commercial uses and reduced setbacks. The preliminary plans for the theater development include a 450-500 capacity facility with a limited number of shows and events a year, it will not be a weekly performance theatre. The preservation and restoration of the theatre is a critical portion of the sale with the local nonprofit Keating School group. Theatres are not allowed as a use by right in many zone districts, and the CCN allows a theatre a use by right. The CCN does accommodate larger multifamily developments and the standards are listed in Section 17-4-5(6) PMC. The minimum lot sized based on the number of units is 75,000 sq ft, and the Keating School parcel is 125,000 sq ft. According to the site plan the development will provide 110 off street parking spaces (covered and uncovered) (not accounting for the theater use). Depending on the final development plan review conducted by city staff the applicant may have to request a

variance(s). According to the CCN Performance standards Section 17-4-(4) PMC allows a reduction or waiver in the number of required parking spaces through the zoning board of appeals.

The proposed project will involve a separate commercial site plan review by City staff for the change of use and the new construction. The project will also involve a rearrangement of property boundaries for the RCN portion of the development and review by City departments. The school portion of the project will also qualify as a "conversion" and be subject to the new Multifamily Development Standards, 17-2-2. The site plan also provides for a larger area of landscaped open space in the rear of the site, but final design will need to comply with Section 17-4-5 (e) by providing 100 sq ft of open space per unit.

COMPREHENSIVE PLAN COMPLIANCE:

The project site has been designated by the Pueblo Comprehensive Plan as "Institutional Mixed-Use." The Pueblo Comprehensive Plan designation of *Institutional Mixed-Use* states that these areas accommodate public and semi-public facilities with a regional service that may contain a mix of complimentary uses. Uses vary by location, based on the size and scale of the facility. The proposed development will have 25 units per acre and the Institutional Mixed-Use category does not have a dwelling units per acre guidelines. While dwellings per acre is high for the surrounding Urban Residential Future Land Use Category the Institutional Mixed-Use states that uses and intensity vary by location, based on the size and scale of the facility. Keating School contains over 100,00 sq. ft. spanning almost an entire city block. This size and scale can accommodate the density in a building that has been in the community for almost 100 years without creating a negative impact to the neighborhood.

Rezoning the site to facilitate mixed-use development will preserve and restore one of Pueblo's most architecturally significant historic schools listed on the National Register of Historic Places. Citizen demand for the preservation of the school can be evidenced by the creation of a nonprofit to save the school and the Pueblo City School District 60's sale condition that the historic character must be preserved. Additionally, the City's 2020-24 Consolidated Plan identified affordable housing as a need and a goal, and the 2021 Housing study provided evidence that adding housing across all levels will improve or positively impact affordable housing.

Finally, the proposed rezoning site served as a public school for 83 years and Central High School and associated uses are located north of the site. Because of this, the neighborhood is generally acclimated to active uses at the site and higher than average traffic volumes normally found in a residential neighborhood.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED**

HEARING:

Michael Cuppy, appeared on behalf of the applicant and testified in favor of the application. Mr. Cuppy answered questions from the Board.

Loretta Wilton was sworn in and asked questions regarding parking availability. Sr. Planner Broadhead offered to schedule appointment with Ms. Wilton to review application and answer questions.

Eric Brown was sworn in and spoke about parking concerns due to school traffic and parking.

Beth Gladney was sworn in and testified in support of the Rezone

Bryan Gallagher, Director of Housing spoke on current housing issues within the City.

COMMISSION ACTION:

Chairman Castellucci entered the staff report into record and closed the hearing.

Motion by Commissioner Bailey, second by Commissioner Martinez. **Motion passed 7 -0.**

3. **Z-22-09 Trinity Rezoning-** Rezone 1.52 acres from B-3 Highway and Arterial Business District to S-1, Government Use District to facilitate the construction of a Fire Station. Generally located south of E. 4th Street and west of Victory Lane.

BACKGROUND:

Staff report by Beritt Odom

The rezoning site was zoned B-3, Highway Arterial Business District, and subdivided in 1981 to facilitate commercial development along State Highway 96, within the City's East Side Neighborhood. Two lots within the subdivision have been developed along Hwy 96, Cedar Ridge Landscape and Trinity Life Center Church; all other lots remain unimproved.

Pueblo Fire Department, Deputy Chief of Operations, Chris Harner, stated that the 111 Victory Lane property was chosen for the replacement Fire Station 6 based on improved fire response time for the surrounding community and the property size is large enough to accommodate a modern fire facility. The proposed Fire Station 6 will replace the current Fire Station 6, which is located at 1325 E. 4th Street. The current fire station is undersized and has deteriorated creating an unhealthy work environment.

COMPREHENSIVE PLAN COMPLIANCE:

The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Commercial Mixed-Use District (CMU). Commercial Mixed-Use Districts are intended primarily for large-format retail, personal services, offices, and entertainment. Supporting land uses include multi-family residential and "other supporting services." The proposed fire station will provide necessary emergency services for the adjacent neighborhood.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the rezoning and proposed site plan be

APPROVED.

HEARING:

Kelly Grisham, Sr. Planner Public Works, testified in favor of the rezoning application and discussed the plan for the new Fire Station.

Chief Huber answered questions from the Board.

No one testified in opposition

COMMISSION ACTION:

Chairman Castellucci entered the staff report into record and closed the hearing.

Motion by Commissioner Bailey, second by Commissioner Martinez. **Motion passed 7 -0.**

4. **V-22-04 Easement Vacation Trinity Subdivision**-Vacation of a 20-foot Public Utility Easement between Lots 3 and 4, Trinity Subdivision. Generally located south of E. 4th Street and west of Victory Lane.

Staff report by Beritt Odom

BACKGROUND AND ANALYSIS:

The 20-foot Public Utility Easement (PUE) that is proposed to be vacated was subdivided in 1981 to provide utility services to the individual lots created with the Trinity Subdivision. The City is requesting to vacate the 20-foot PUE to facilitate the Trinity Subdivision Rearrangement of Property Boundaries, which will create a building site for the proposed, replacement Fire Station 6. The proposed rearrangement of property boundaries combines Parcel B, Rearrangement of Boundary Lines, and Lot 4, Block 3, Trinity Subdivision to create a 1.52 acre building site for the new fire station. The public utility easement will no longer be necessary once the two parcels are combined.

COMPREHENSIVE PLAN COMPLIANCE:

N/A

RECOMMENDATION:

The Subdivision Review Committee recommends the Easement Vacation be recommended to City Council for **APPROVAL**.

HEARING:

Kelly Grisham, Sr. Planner Public Works, testified in favor of the vacation application and discussed the plan for the new Fire Station.

No one testified in opposition

COMMISSION ACTION:

Chairman Castellucci entered the staff report into record and closed the hearing.

Motion by Commissioner Bailey, second by Commissioner Martinez. **Motion passed 7 -0.**

5. **Z-22-12 Rezoning:** Compass Point Apartments, Parcel 428200007, generally located on Oakshire Lane south from the end of 17th St. to 14th St. Rezoning 14 acres currently zoned Single Family Residential (R-2) zone district and Governmental Zone District (S-1) to R-4 (Mixed Residential District).

BACKGROUND

Staff report by Wade Broadhead

The current request is to rezone the 14.1-acre property from S-1 and R-2 to R-4 Mixed Residential District to support the construction of a new apartment complex. The site is located in the Eastwood Heights Neighborhood directly west of Eva Baca Elementary School on Oakshire Lane. The purpose of the R-4 Zone District is "designed to retain and provide areas with comingling or single-family dwelling units and limited multifamily dwelling unit structures." The applicant's intended use is categorized as "Residence, multifamily" and is a Use By Right in the proposed R-4 Zone District. The area is designated as Urban Neighborhood Future Land Use Category, which allows for small scale multifamily dwellings and densities of 6-16 units per acre. The proposed density will be 10 units per acre. The site is well situated for direct access to Oakshire Lane and connections to Troy Avenue and nearby highways while directing traffic west, away from the established Eastwood Heights neighborhood located directly to the east

The applicant has provided a conceptual site plan detailing a 132-unit apartment complex with 10 buildings, including a club house, pool, and playground. The applicant will be providing 269 parking spaces (30 in a garage) or 2 spaces per unit, which is more than the required 1.5 parking spaces per unit. The site plan shows two types of housing structures located on the property with a mix of one- and two-story buildings. The development will require a subdivision and at that time, City departments will review the proposed plat and later the commercial site plan for conformance with all applicable regulations. 17th through 14th streets dead terminate along the eastern periphery of the proposed rezoning site. The treatment of those street terminations will be handled in the subdivision process. The proposed rezoning is in conformance with the Pueblo Regional Comprehensive Plan and is in conformance with the existing pattern of development in the immediate area.

COMPREHENSIVE PLAN COMPLIANCE:

The project site has been designated by the Pueblo Comprehensive Plan as "Urban Neighborhood." According to the Pueblo Comprehensive Plan, *Urban Neighborhoods*, are found predominantly within the city limits of Pueblo and the urbanizing areas in the City's immediate periphery. These neighborhoods have a mixture of housing types and neighborhood commercial services. The Comprehensive Plan states further that primary land uses are single-family attached and attached homes, duplex and townhomes, with densities of 6 to 16 units with supporting land uses consisting of small-scale multifamily dwellings and other complimentary uses. This parcel, while adjacent to established pre 1950 neighborhoods, is along a stretch of land that developed later than 1950s and has a slightly different character than the traditional Urban Neighborhood. Large undeveloped prairie parcels are more representative of edge city development where larger apartments are

commonly located. The rezoning conforms to the residential density and provides adequate housing opportunity close to city infrastructure and services. The proposed rezoning site is located in the Eastwood Heights Neighborhood along Oakshire Lane, a mixed-use Collector Road, meeting the criteria for multifamily residential development within the Urban Residential land use designation. The proposed R-4, Mixed-Residential and Office District is in conformance with the actual development of the immediate area and in conformance with the Pueblo Regional Comprehensive plan.

RECOMMENDATION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED**:

HEARING:

Brenda Haddad, Kittle Property and applicant, testified in favor of the rezoning application. Informed Board of her positive meetings with the neighbors.

Bryan Gallagher, Housing Director, spoke on the need for additional affordable housing in the city.

No one testified in opposition

COMMISSION ACTION:

Chairman Castellucci entered the staff report into record and closed the hearing.

Motion by Commissioner Bailey, second by Commissioner Martinez. **Motion passed 7 -0.**

6. **SNC-22-01 Street Name Change**: change the name of the western portion of Napoli Way to Medici Way, beginning at the intersection of Napoli Way and Cannoli Drive, extending west to Troy Ave

BACKGROUND

Staff report by Beritt Odom

Napoli Way is located in the Villa Bella Subdivision, Filing No. 1, which was recorded in 2009. The eastern portion of Napoli Way is currently being vacated with the Villa Bella Subdivision, Filing No. 1, Street and Easement Vacation. The vacation request was heard at Planning and Zoning Commission on July 13, 2022 and was referred to City Council for approval. The vacated portion of Napoli Way will be re-subdivided with the Villa Bella Subdivision, Filing No. 2. The proposed subdivision identifies the western portion of Napoli Way as Medici Way; however, that portion of the street is not included in the second filing subdivision. Because of this, the western portion of Napoli Way, must be renamed to Medici Way prior to City Council review of Villa Bella Subdivision, Filing No. 2. Napoli Way has never been improved and no properties are addressed on the street. Napoli Way only exists on the Villa Bella Subdivision, Filing No. 1.

COMPREHENSIVE PLAN COMPLIANCE:

N/A

RECOMMENDATION:

Staff recommends that the Street Name Change be **APPROVED**.

HEARING:

Virgil Sanchez was sworn in and discussed and answered questions from the Board on the proposed name change.

No one testified in opposition

COMMISSION ACTION:

Chairman Castellucci entered the staff report into record and closed the hearing.

Motion by Commissioner Bailey, second by Commissioner Martinez. **Motion passed 7 -0.**

APPROVAL OF MINUTES OF THE JULY 13, 2022, MEETING:

Motion by Bailey, second by Aznar. **Motion passed 7-0**

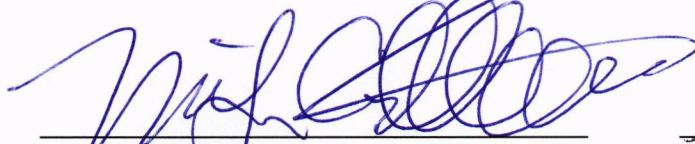
NEW/OLD BUSINESS: None

ADJOURN

There being no further business the Regular Meeting was adjourned at 4:31 p.m.

Respectfully submitted,

Attest:



Mike Castellucci
Chairperson



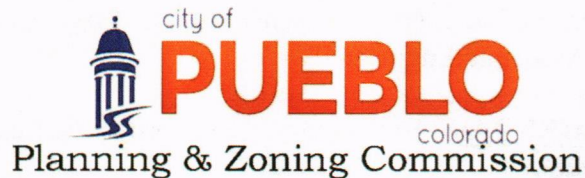
Scott Hobson
Executive Secretary

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, September 14, 2022 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNhZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:32 p.m. with Commissioner Castellucci presiding.

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

Commissioners Absent: Sarah Martinez and Christopher Pasternak

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade

Broadhead, Senior Planner; Melanie Turner, Transportation Engineer; Laura Solano, Chief of Staff; and Joe Martellaro, Associate Engineer II.

APPROVAL OF THE AGENDA: Bailey moved to approve the September 14, 2022, agenda with the following modifications:

Cases Z-22-05, S-22-03, and SAP-22-01, continued to the October 12, 2022, Planning and Zoning Commission Public Hearing. Motion was seconded by Aznar. Motion passed 4-0 (Martinez, Pasternak, and Avalos absent)

PUBLIC MEETING AND ACTION

1. 2023-2027 Proposed Capital Improvement Plan-Chief of Staff, Laura Solano, presented the draft 2023-2027 Proposed Capital Improvement Plan. Ms. Solano will present the final plan in November for Planning and Zoning Commission recommendation to City Council.

PUBLIC HEARING AND ACTION

REGULAR AGENDA

4. V-22-06 Vacation (street), portions of Pearl Street, Sumner Ave and Burdette Avenue. Full vacation of all of Sumner and easements east of Pearl St. Full vacation of Pearl St. from Sumner to Burdette. Partial vacation of Burdette east of Pearl St. Blocks 2, 3, 5, 6, 8, Devlan Place Subdivision. Staff report by Wade Broadhead

Public Hearing:

- Applicants, David Copperman and John Wark, were sworn in by City Attorney Kogovsek and testified in support of the application.
- Jean Latka was sworn in by City Attorney Kogovsek and testified in support and asked for additional coordination on traffic flow within the neighborhood.
- Seth Clemor was sworn in by City Attorney Kogovsek and testified in opposition.
- Colleen Corzine was sworn in by City Attorney Kogovsek and testified in opposition.
- Paris Latka was sworn in by City Attorney Kogovsek and testified in opposition.
- Laurie Zimmerman was sworn in by City Attorney Kogovsek and testified in opposition.

Commission action: Bailey moved to recommend approval to City Council with staff conditions noted in the staff report. Second by Spinuzzi.

Motion passed: Motion passed 5-0 (Martinez and Pasternak absent)

5. Z-22-13 Rezoning: Bluffs, Parcel 536208002, a portion of Lots 15, 16, 17 and all of lots 18 to 21, Block 2, Delavan Place Subdivision. Approximately .5 acres being rezoned from Central Business District (B-4) to Multiple Residential and Office District (R-5). Staff report by Wade Broadhead.

Public Hearing:

Applicants, David Copperman and John Wark, were sworn in by City Attorney Kogovsek and testified in support of the application.

Commission action: Bailey moved to recommend approval to City Council. Second by Spinuzzi.

Motion passed: 5-0 (Martinez and Pasternak absent)

Approval of Minutes: August 10, 2022

Bailey moved to approve the minutes. Second by Avalos. Motion passed 5-0 (Martinez and Pasternak absent)

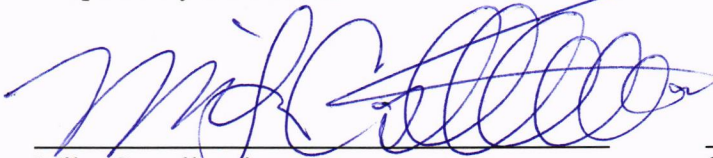
Old/New Business: None

Adjourn:

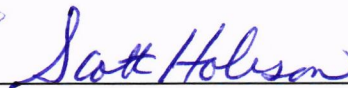
There being no further business the Regular Meeting was adjourned at 5:16 p.m.

Respectfully submitted,

Attest:



Mike Castellucci
Chairperson



Scott Hobson
Executive Secretary

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



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 14, 2022
TO: President Heather Graham and Members of City Council
CC: Mayor Nicholas A. Gradisar
VIA: Marisa Stoller, City Clerk
FROM: Andra Ahrens, Director Wastewater
SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$23,272.55 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2410 EAST EVANS AVENUE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 2410 E Evans Ave.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

During routine inspection of sewer mains, the Wastewater Department collection crew discovered a long pipe segment with sags ranging from 35% to 100% in the main located to the east of 2410 East Evans Ave. The sags will further deteriorate the pipe, block the flow, and increase the chance of an immediate backup in the main. An emergency repair was necessary to repair the sags, so a backup would not occur.

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

The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related

<i>Total:</i>	\$ 13,023.55	56%
----------------------	--------------	-----

Surface Improvement Related

<i>Total:</i>	\$ 10,249.00	44 %
----------------------	--------------	------

<i>Grand Total:</i>	\$ 23,272.55	100%
----------------------------	--------------	------

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 2410 E Evans Ave Emergency Point Repair Attachment

RESOLUTION NO. 15040

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$23,272.55 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2410 EAST EVANS AVENUE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 2410 E Evans Ave with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$23,272.55.

SECTION 2.

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

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, A 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 \$11,734.55 are hereby ratified.

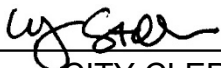
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair					2410 E Evans Ave		
Date: 4/21/2022					K.R. Swerdfefer Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	Description	Estimated					
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF	50	\$ 7,150.00	\$ 17,600.00	\$ 5,750.00
		>100	LF		\$ -	\$ -	\$ -
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
11	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF	50	\$ 3,500.00	\$ 3,250.00	\$ 3,750.00
		>100	LF		\$ -	\$ -	\$ -
12	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
15	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
16	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
17	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY		\$ -	\$ -	\$ -
		21-100	CY		\$ -	\$ -	\$ -
		>100	CY		\$ -	\$ -	\$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR			\$ -	\$ -	\$ -
21	Remove and Replace 48" Diameter Manhole	EA			\$ -	\$ -	\$ -
22	Remove and Replace 60" Diameter Manhole	EA			\$ -	\$ -	\$ -
23	Reinstate Services	EA		1	\$ 300.00	\$ 150.00	\$ 388.00
24	Mobilization	LS		1	\$ 1,500.00	\$ 1,750.00	\$ 1,650.00
				Total	\$ 12,450.00	\$ 22,750.00	\$ 11,538.00
With Contingency					\$ 14,940.00	\$ 27,300.00	\$ 13,845.60

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 10/25/2022 Page 1 of 1

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
2410 E Evans Ave

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

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (21-100	(\$3,750.00)	
5	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (>100LF)		\$10,249.00
6	REMOVE & REPLACE 8" PVC PIPE <10' DEEP		\$1,125.00
7	REMOVE CAMERA/CLEANING HEAD/TAP CUTTER		\$1,992.00
8	MOBILIZATION		\$1,650.00
9	TRAFFIC CONTROL		\$468.55
TOTAL (Decrease) / Increase		(\$3,750.00)	\$15,484.55

Net Adjustment This Change Order	\$	11,734.55
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	11,538.00
Total Adjusted Contract Amount To Date	\$	23,272.55

Reason For Change: Actual Field Quantities and Removal of Cleaning Head that got stuck at 806 Bragdon Ave.

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

Prepared by: _____ Date: _____
Associate Engineer II

Reviewed by: _____ Date: _____
Wastewater Engineering Manager

Accepted by: _____ Date: _____
Contractor's Representative

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

Approved by: _____ Date: _____
Director of Wastewater



20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
2410 E Evans Ave





Background Paper for Proposed Resolution

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$13,960 TO DOUG VAUGHN, LLC., FOR PROJECT NO. 22-090, CURB AND GUTTER IMPROVEMENTS - GRAND AVENUE BETWEEN 17TH & 18TH STREETS, SETTING FORTH \$5,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Doug Vaughn, LLC., for 22-090, Curb and Gutter Improvements - Grand Avenue between 17th & 18th Streets.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of installation of concrete curb and gutter and associated concrete repairs related to the construction as detailed in the plans and specifications for this project. The Resolution awards the construction contract to Doug Vaughn, LLC.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$18,960 will be paid from account C12204 Street Rehabilitation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 22-090 Bid Tabulation

RESOLUTION NO. 15041

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$13,960 TO DOUG VAUGHN, LLC., FOR PROJECT NO. 22-090, CURB AND GUTTER IMPROVEMENTS - GRAND AVENUE BETWEEN 17TH & 18TH STREETS, SETTING FORTH \$5,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, informal bids for Project No. 22-090, Curb and Gutter Improvements - Grand Avenue between 17th & 18th Streets have been received and examined; and

WHEREAS, the proposal of Doug Vaughn, LLC, was the lowest of those bids determined to be responsive; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 22-090, Curb and Gutter Improvements - Grand Avenue between 17th & 18th Streets to be performed, and the contract for said project is hereby awarded to Doug Vaughn, LLC in the amount of \$13,960.00.

SECTION 2.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, A Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest 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.....\$5,000.00

SECTION 4.

Funds for Project 20-090 (including contingencies and additional work), in the amount of \$18,960.00 shall be from Project No. CI2204, Street Rehabilitation.

SECTION 5.

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

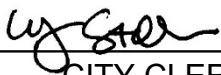
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



City of Pueblo
Purchasing

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

EVALUATION TABULATION

IFB No. 22-090

Curb and Gutter Improvements - Grand Avenue Between 17th & 18th Streets

RESPONSE DEADLINE: November 2, 2022 at 10:00 am

Report Generated: Wednesday, November 2, 2022

SELECTED VENDOR TOTALS

Vendor	Total
Doug Vaughn, LLC	\$13,960.00
Flat and Fancy	\$18,426.13
Cedar Ridge Landscape, Inc	\$20,608.00
American Dirt Contractors, LLC	\$48,705.31

BASE BID

					American Dirt Contractors, LLC		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Flat and Fancy	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Curb & Gutter	176	LF	\$40.00	\$7,040.00	\$9.00	\$1,584.00	\$4.00	\$704.00	\$4.90	\$862.40
X	2	Remove Asphalt Roadway	87	SF	\$12.33	\$1,072.71	\$3.00	\$261.00	\$3.00	\$261.00	\$1.45	\$126.15

EVALUATION TABULATION

IFB No. 22-090

Curb and Gutter Improvements - Grand Avenue Between 17th & 18th Streets

Selected	Line Item	Description	Quantity	Unit of Measure	American Dirt Contractors, LLC		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Flat and Fancy	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	3	Remove Concrete	500	SF	\$13.33	\$6,665.00	\$2.75	\$1,375.00	\$3.00	\$1,500.00	\$3.50	\$1,750.00
X	4	Remove Reinforced Concrete	145	SF	\$16.33	\$2,367.85	\$3.50	\$507.50	\$3.00	\$435.00	\$4.00	\$580.00
X	5	Construct Curb Head	18	LF	\$26.00	\$468.00	\$18.00	\$324.00	\$18.00	\$324.00	\$18.86	\$339.48
X	6	Construct Curb & Gutter	176	LF	\$48.00	\$8,448.00	\$35.00	\$6,160.00	\$23.50	\$4,136.00	\$26.00	\$4,576.00
X	7	Construct 4" Concrete	279	SF	\$9.50	\$2,650.50	\$7.50	\$2,092.50	\$5.50	\$1,534.50	\$5.35	\$1,492.65
X	8	Construct 6" Concrete	84	SF	\$11.50	\$966.00	\$10.50	\$882.00	\$5.75	\$483.00	\$5.80	\$487.20
X	9	Construct 7" Reinforced Concrete	167	SF	\$13.75	\$2,296.25	\$14.00	\$2,338.00	\$9.50	\$1,586.50	\$17.75	\$2,964.25
X	10	Construct 6" Asphalt Roadway Patch	87	SF	\$13.00	\$1,131.00	\$7.00	\$609.00	\$8.00	\$696.00	\$9.00	\$783.00
X	11	Install Tactile Bands (24" x 24")	3	EA	\$525.00	\$1,575.00	\$240.00	\$720.00	\$120.00	\$360.00	\$120.00	\$360.00
X	12	Install Class 6 Road Base	1	TON	\$500.00	\$500.00	\$55.00	\$55.00	\$20.00	\$20.00	\$55.00	\$55.00

EVALUATION TABULATION

Invitation for Bids - Curb and Gutter Improvements - Grand Avenue Between 17th & 18th Streets

Page 2

EVALUATION TABULATION

IFB No. 22-090

Curb and Gutter Improvements - Grand Avenue Between 17th & 18th Streets

Selected	Line Item	Description	Quantity	Unit of Measure	American Dirt Contractors, LLC		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Flat and Fancy	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	13	Mobilization	1	LS	\$1,550.00	\$1,550.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00
X	14	Erosion & Sediment Control	1	LS	\$750.00	\$750.00	\$700.00	\$700.00	\$20.00	\$20.00	\$300.00	\$300.00
X	15	Traffic Control	1	LS	\$9,800.00	\$9,800.00	\$1,400.00	\$1,400.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00
X	16	Vehicle Towing	3	EA	\$475.00	\$1,425.00	\$200.00	\$600.00	\$100.00	\$300.00	\$250.00	\$750.00
Total						\$48,705.31		\$20,608.00		\$13,960.00		\$18,426.13

EVALUATION TABULATION

Invitation for Bids - Curb and Gutter Improvements - Grand Avenue Between 17th & 18th Streets

Page 3



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$123,014.74 TO SHORT-ELLIOTT-HENDRICKSON, INC., A COLORADO CORPORATION, FOR PROJECT NO. 22-041 RFQ DESIGN AND ENGINEERING FOR ADAMS AND JACKSON ROUNDABOUT PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Engineering Services to Short-Elliott-Hendrickson, Inc. ("SEH"), for engineering design services for Adams and Jackson Roundabout Project, No. 22-041. SEH was determined to be the most responsible bidder and will be awarded a contract in the amount of \$123,014.74.

PREVIOUS COUNCIL ACTION:

Ordinance 10120, dated February 28, 2022, created Project No. CI2206 for Adams Avenue and Jackson Street Roundabout Project, an approved IGA between Pueblo and CDOT relating to the Adams Avenue and Jackson Street Roundabout Project, and budgeted and appropriated funds from CDOT totaling \$900,000 for the Project.

Resolution 14860, dated April 25, 2022, authorized the transfer of \$100,000 from Project No. CI2204 to Project No. CI2206.

BACKGROUND:

The City of Pueblo was awarded a Highway Safety Improvement Program (HSIP) Grant with an overall project cost of \$1,000,000. CDOT will provide \$900,000 of the project funding and, under the grant agreement, the City of Pueblo is required to provide 10% of the project funding in the amount of \$100,000.

In August 2022, the City of Pueblo solicited Requests for Proposals for engineering design services for Adams and Jackson Roundabout Project. After reviewing the proposals, SEH was determined to be the most advantageous to the City of Pueblo,

and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$123,014.74 will be paid from CI2206 – Adams and Jackson Roundabout Project.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in the City of Pueblo being unable to proceed with the design of the Adams and Jackson Roundabout Project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 22-041 SEH PROPOSED AGREEMENT Adams and Jackson Roundabout

RESOLUTION NO.

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$123,014.74 TO SHORT-ELLIOTT-HENDRICKSON, INC., A COLORADO CORPORATION, FOR PROJECT NO. 22-041 RFQ DESIGN AND ENGINEERING FOR ADAMS AND JACKSON ROUNDABOUT PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, proposals for Project No. 22-041 RFQ Design and Engineering for Adams and Jackson Roundabout Project, have been received and examined; and

WHEREAS, the proposal Short-Elliott-Hendrickson, Inc. ("SEH"), 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. 22-041 RFQ Design and Engineering for Adams and Jackson Roundabout to be performed, and the contract for said services is hereby awarded to Short-Elliott-Hendrickson, Inc. ("SEH"), in the amount of \$123,014.74

SECTION 2.

Funds for said Agreement shall be paid from Project No. CI2206 – Adams and Jackson Roundabout Project.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 14, 2022

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____

CITY CLERK

PROPOSED AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN CITY OF PUEBLO AND SHORT ELLIOTT HENDRICKSON, INCORPORATED

THIS AGREEMENT ("Agreement") made and entered this ____ day of November, 2022 by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner" or "City") and Short Elliott Hendrickson, Incorporated, a Minnesota Corporation authorized to do business in the State of Colorado (hereinafter "Consultant"), a professional engineering firm for Consultant to render certain professional planning, design, engineering and related services for Owner in connection with Bid 22-041 RFQ Design and Engineering for Adams and Jackson Roundabout, 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

Consultant shall satisfactorily perform professional planning and design services for all phase of Project indicated below by mark placed in the appropriate boxes with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances in the same location:

[] - Study and Report Phase

[X] - Preliminary Design (Schematic) Phase

[X] - Final Design Phase

[X] - Preparation of Contract Documents & Bidding Phase

[X] - Construction Services Phase

Upon completion of any phase, Consultant 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. Consultant shall also provide any landscape engineering and geotechnical services incidental to its work on the Project.

1.2

In performing the professional services, Consultant shall complete the work items described generally in Schedule 1 – "Scope of Services" and the items identified in Section 2 of this Agreement which are applicable to each phase for which Consultant is to render professional services.

1.3

Professional engineering services (whether furnished directly or through a professional subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and

duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to 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 Consultant is to provide professional services with respect to the Project during the Study and Report Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Consult with 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 Consultant's findings and recommendations with opinions of probable costs.
- G. Furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with Owner. Owner may request additional copies as needed for no additional charge.

2.2 Preliminary Design (Schematic) Phase.

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

- 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. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

2.3 Final Design Phase.

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

- A. After consultation with the 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 requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. **Consultant shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**
- B. Make reasonable revisions to the Drawings and Specifications requested by 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 Consultant's customary and usual professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost,

contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

- E. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

2.4 Preparation of Construction Documents & Bidding Phase.

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

- 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, Consultant 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 Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any addenda which may be required or appropriate to correct errors, clarify drawings or specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to Owner. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2006 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 Consultant 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 Consultant's advice.

2.5 Construction Services Phase.

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

- A. Perform all duties and functions to be performed by Consultant under the terms of the construction contract.
- B. Visit the Project site, perform observations as to the progress and quality of the work and advise the 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 Schedule 1 - Scope of Services concerning the level of observation shall determine Consultant's obligation concerning level of observation.
- C. Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.
- D. Promptly advise the 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 Consultant's representation to Owner that it has inspected the Project and that to the best of its knowledge, the work for which payment has been sought has been completed by contractor in accordance with the drawings, specifications, and other contract documents.
- I. Subject to written concurrence by 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 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 Owner 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 Owner, unless the Director of Public Works of the Owner shall, within seven calendar days after receipt of the Consultant's interpretation or decision, file its written objections thereto with the Consultant and contractor.

2.6 Additional Responsibilities.

This paragraph applies to all phases of Consultant's work.

- A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, drawings, specifications, reports, and other services, irrespective of Owner's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.
- B. Consultant shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Consultant's negligent act or omission; except that Consultant 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. Consultant's professional liability shall comply with the standard of care applicable to the type of engineering and architectural services provided, for similarly situated Consultants, commensurate with the size, scope, location, and nature of the Project.
- D. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss, or injury to Consultant's employees.
- E. Consultant acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and subconsultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner 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 Owner has no reasonable objection. Thereafter, Consultant 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, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom Owner should address communications.

- F. Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Consultant shall submit to Owner for approval a schedule showing the order in which Consultant proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's timetable for achievement of interim tasks and final completion of Project work, provided however, the Consultant will not be responsible for delays beyond its control.
- G. Before undertaking any work which Consultant considers beyond or in addition to the scope of work and services which Consultant has contractually agreed to perform under the terms of this Agreement, Consultant shall advise Owner in writing (i) that Consultant considers the work beyond the scope of this Agreement, (ii) the reasons the Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with such out of scope or additional work until authorized in writing by 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 Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 - "Fee Schedule".

2.7 Requirements Where Federal Assistance Provided.

- A. Work to be performed by Consultant under this Agreement is funded in whole or in part with federal and/or state funds. As such, this Agreement shall be construed to include all applicable terms required by any federal and/or state assistance agreement and integrated federal and state regulations including the State of Colorado Intergovernmental Agreement dated March 29, 2022 between the State of Colorado ("State") and Owner ("Grant Agreement"), which is incorporated herein by this reference, and the Federal and State contract provisions set forth in Schedule 4. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal and state requirements, irrespective of Engineer's actual knowledge or lack of knowledge of such requirements prior to the execution of this Agreement. Without limiting Engineer's obligation, Consultant expressly acknowledges the following requirements:
 - 1. The design work under this Agreement shall be compatible with the requirements of the Grant Agreement for the design/construction of the project. The State is an intended third-party beneficiary of this Agreement for that purpose.

2. Upon advertisement of the project work for construction, the Consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
 3. The Consultant shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
 4. The State, in its sole discretion, may review construction plans, special provisions, and estimates; and may require Owner to make such changes therein as the State determines necessary to comply with State and FHWA requirements.
- B. Consultant further agrees that it shall be liable for and obligated to pay Owner any and all amounts for which State may seek reimbursement from Owner arising out of Engineer not meeting the contract commitments as set forth or otherwise required pursuant to CDOT Professional Services Local Agency Civil Rights & Disadvantaged Business Enterprise (DBE) Contract Requirements. See Schedule 5 attached.

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

- A. Designate a representative to whom all communications from Consultant 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 Consultant 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 Consultant 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 Consultant to have access to enter private and public property as required for Consultant to perform its services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of drawings, design, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the professional adequacy of 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 Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.
- G. Notify Consultant whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant'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 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 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

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 – “Scope of Services” and Section 2 of this Agreement. Proposed work schedule attached as Schedule 3 may only be altered by agreement of all parties.

SECTION 5. PAYMENT

5.1

Owner 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 \$123,014.74 in the aggregate as set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

5.2

Consultant 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 Consultant for the amount of the application within 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 Consultant's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Consultant submittals have been provided. In addition, City may withhold from payment of the final invoice or payment for the final phase of the Project any and all amounts for which State may seek

reimbursement from Owner arising out of Engineer not meeting the contract commitments as set forth or otherwise required pursuant to CDOT Professional Services Local Agency Civil Rights & Disadvantaged Business Enterprise (DBE) Contract Requirements. See Schedule 4.

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 Schedule 2 - "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 Schedule 2 - "Fee Schedule."

5.5

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

5.6

Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.6(g).

SECTION 6. TERMINATION

6.1

Owner 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 Owner all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.2

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 Owner. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

6.3

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 subconsultants or 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, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to Owner, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.4

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

SECTION 7. GENERAL PROVISIONS

7.1 Ownership of Documents.

All designs, drawings, specifications, technical data, and other documents or instruments procured or produced by the Consultant 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 Consultant 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. In the event Owner uses the designs, drawings or specifications provided hereunder for another project independent from Project, without adaptation by Consultant, Owner shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such designs, drawings or specifications for such other project.

7.2 Advertising.

Unless specifically approved in advance in writing by Owner, 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 Owner for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3 Insurance and Indemnity.

- 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 in subparagraph 8.2(b) below.

- B. Insurance coverage shall meet all requirements of the Grant Agreement as provided in Subsection 2.7 of this Agreement. Consultant shall obtain and keep in force the following insurance policies and meet and perform the following conditions and requirements:
1. Workers' Compensation Insurance as required by statutory requirements in Colorado and in any other state or states where the work is performed, and employers' liability insurance covering all employees acting within the course and scope of their employment.
 2. Commercial General Liability Insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$1,000,000 general aggregate;
 - c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any 1 fire
 3. Automobile Liability. Automobile liability insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
 4. Protected Information. Liability insurance covering all loss of State Confidential Information as defined in the Grant Agreement, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$2,000,000 general aggregate
 5. Professional Liability Insurance. Professional Liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate
 6. Crime Insurance. Crime insurance including employee dishonesty coverage with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate
 7. Insurance Conditions and Requirements

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

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 Owner 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 Owner, City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO, 81003 or to the Consultant, Short Elliott Hendrickson, Inc., Attn: James Hayson, PE/Principal, 503 North Main Street, Suite 225 Thatcher Building, Pueblo, CO, 81003-3138. 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.

7.5 Entire Agreement.

This instrument contains the entire agreement between the Owner and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 22-041 RFQ Design and Engineering for Adams and Jackson Roundabout 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 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 Owner. 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.

7.7 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 Owner.

7.8 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.

7.9 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.

7.10 Severability.

If any provision of this Agreement, except for Section 2.6, 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 2.6 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.

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.

7.12 Additional Requirements on Federally or State Funded Agreements.

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

7.13 Access to Property Not Under Owner's Control.

Consultant acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Consultant and Consultant's employees and subconsultants shall, at Consultant's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Consultant in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Consultant understands and agrees that entry to properties not under Owner's control may require Consultant to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. ADDITIONAL REQUIREMENTS ON FEDERAL OR STATE FUNDED PROJECTS

8.1

Work to be performed by Consultant under this Agreement is funded in whole or in part with federal and/or state funds. As such, this Agreement shall be construed to include all applicable terms required by any federal and/or state assistance agreement and integrated federal and state regulations including the State of Colorado Intergovernmental Agreement dated March 29, 2022 between the State of Colorado ("State") and Owner ("Grant Agreement"), which is incorporated herein by this reference, and the Federal and State contract provisions set forth in Schedule 4. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal and state requirements, irrespective of Engineer's actual knowledge or lack of knowledge of such requirements prior to the execution of this Agreement. Without limiting Consultant's obligation, Consultant expressly acknowledges the following requirements:

- A. The design work under this Agreement shall be compatible with the requirements of the Grant Agreement for the design/construction of the project. The State is an intended third-party beneficiary of this Agreement for that purpose.
- B. Upon advertisement of the project work for construction, the Consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

- C. The Consultant shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
- D. The State, in its sole discretion, may review construction plans, special provisions, and estimates; and may require Owner to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

8.2

Consultant further agrees that it shall be liable for and obligated to pay Owner any and all amounts for which State may seek reimbursement from Owner arising out of Consultant not meeting the contract commitments as set forth or otherwise required pursuant to CDOT Professional Services Local Agency Civil Rights & Disadvantaged Business Enterprise (DBE) Contract Requirements. See Schedule 4.

SECTION 9. DISPUTES

9.1

Any dispute or disagreement between Consultant and Owner arising from or relating to this Agreement or Consultant's services or right to payment hereunder shall be determined and decided by the Owner's Director of Public Works whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, pursuant to Rule 106, C.R.C.P.

9.2

Pending resolution of any dispute or disagreement, or judicial review, Consultant shall proceed diligently with performance of its work under this Agreement.

SECTION 10. SCHEDULES

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

Schedule 1 - "Scope of Services" consisting of 3 pages.

Schedule 2 - "Fee Schedule" consisting of 1 page.

Schedule 3 - "Work Schedule" consisting of 1 page.

Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 15 pages.

Schedule 5 - Federal Highway Administration (FHWA) Contract Clauses including "CDOT Professional Services Local Agency Civil Rights & Disadvantaged Business Enterprise (DBE) Contract Requirements" consisting of 25 pages.

SECTION 11. ACCESSIBILITY.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility

and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

SECTION 12. COMPLIANCE WITH IMMIGRATION REFORM.

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 contract have completed and signed Form I-9 verifying their identities and authorization for employment.

SECTION 13. PERA LIABILITY

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

SECTION 14. ELECTRONIC SIGNATURE

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

[Signature section on following page]

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

SHORT ELLIOTT HENDRICKSON, INCORPORATED

By _____
Naomi Hedden, Director of Purchasing

By _____
James Hayson, Principal-In-Charge

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM

Dan Kogovsek, City Attorney

Attachments: Schedule 1 Scope of Services
Schedule 2 Fee Schedule
Schedule 3 Work Schedule
Schedule 4 Identification of Personnel, Subcontractors, and Task Responsibility
Schedule 5 - Federal Highway Administration (FHWA) Contract Clauses including "CDOT
Professional Services Local Agency Civil Rights & Disadvantaged Business Enterprise
(DBE) Contract Requirements"
Additional Information

SCHEDULE 1

Scope of Services

Excerpt from Request for Qualification dated August 8, 2022, Section 3

3.3 Scope of Service

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

3.3.1 Preliminary Design Phase

- Perform fieldwork (geotechnical testing, etc.) as required to provide the complete design. Survey will be provided prior to the start of design.
- Traffic volume counts were completed in 2005 (see below). Due to the limited amount of traffic at the intersection updated counts are not necessary to complete this project.
 - *Northeast-bound daily entering volume is 1,436 / 33.6 mph*
 - *Southwest-bound daily entering volume is 844 / 36.7 mph*
 - *Southeast-bound daily entering volume is 342 / 34.7 mph*
 - *Northwest-bound daily entering volume is 656 / 22.0 mph*
- Consult with City and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study Report on the Project.
- Prepare preliminary design plans (considered as 30% complete relative to final design) that adequately represent the design intent as represented in the preliminary design from the CDOT grant.
- 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.
- Prepare and submit to Owner a requirements checklist of any subsurface investigation, right-of-way acquisition, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- 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.
- 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.
- Provide Subsurface Utility Engineering (SUE)
- Provide the following regarding right-of-way acquisition. This cost should be provided as a separate line item and will be added to the contract if required.

- Consultant shall provide the research necessary to determine the right-of-way.
- Provide detailed identification for land acquisitions, temporary and permanent easements and provide legal descriptions and exhibits for acquisitions.
- Provide right-of-way plans showing temporary and permanent easements where required. This cost should be provided as a separate line item and will be added to the contract if required.
- Consultant shall provide environmental assessment as required for CDOT environmental clearance, including history Section 106 consultation and Section 4(f), and hazardous materials.
- Provide coordination with all applicable agencies as required (City Departments, adjacent property owners, utility companies, CDOT, etc.).
- Allow a minimum two (2) full weeks for City and CDOT staff review.
- Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use
- Coordinate a Field Inspection Review (FIR) meeting with the City and CDOT staff to review the design plan comments
- Incorporate review and FIR comments into documents after the FIR Meeting.
- Prepare for and host one (1) public information meeting.

3.3.2 Final Design Phase

- Perform final engineering and site design. Consultant shall include plans and profile, sections, storm water plans, and related work (including all incidentals).
- Provide all necessary documents to obtain clearances that are required by CDOT.
- 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.
- 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.
- Based upon Consultant's customary and usual professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.
- Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.
- Allow a minimum two (2) full weeks for City and CDOT staff review.
- Coordinate a 90% Final Office Review (FOR) meeting with the City and CDOT staff to review the design plan comments

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

3.3.3 Preparation of Contract Documents and Bidding Phase

- 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.
- Provide electronic files of drawings to the City in AutoCAD format.
- Provide design drawings and specifications in both Microsoft Word and Adobe PDF formatting.
- Provide final cost estimate and bid tabulation in Microsoft Excel format.
- Attend a pre-bid conference with bidders and City to discuss project requirements.
- 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 Consultant's advice.

3.3.4 Construction Services Phase

Provide all services necessary to provide post construction award services (PCAS) to include but not limited to the following:

- Assist with resolution of critical construction issues as needed in an "on call" capacity (estimate 20 hours)
- Attend pre-bid, pre-construction, and other critical meetings as related to the project (estimate 5 hours).
- Attend specific construction issue meetings on an on-call basis (estimate 20 hours)

SCHEDULE 2 Fee Schedule
Submission from Consultant, Negotiated Fees dated October 5, 2022

Request for Proposal - Fee Schedule 22-041 - Design and Engineering for Adams and Jackson Roundabout - Rev-1		Preliminary Design							Final Design Phase					Preparation of Contract Documents and Bidding Phase		Construction Services	
Labor Category	Labor Rate	Project Kick-off Conference Meeting with City, Includes Agenda and Meeting Minutes.	Task Order Oversight, Reporting, Project Management, Client Communication, Scheduling, Internal Team Management, Coordination, and Team Meetings	Perform fieldwork (surveying, geotechnical investigations, etc.) as required to provide right-of-way and conceptual overall design.	Prepare preliminary design plans (considered as 30% complete relative to final design) for City's review and comment. The preliminary design plans shall adequately represent the design intent as represented in the preliminary design from the CDOOT grant and incorporate applicable standards and specifications.	Coordinate with City and CDOOT for review of all design plans and specifications, incorporating comments into FOR submittal.	Prepare a detailed project cost estimate.	Stakeholder and Public Input Meetings (Assume (1) 2 hour meeting)	Task Order Oversight, Reporting, Project Management, Client Communication, Scheduling, Internal Team Management, Coordination, and Team Meetings	Perform field engineering and site design (FOR Review) for sewer, stormwater, and utility sections, stormwater plans and related work details (including all incidents).	Updated project cost estimate	Coordinate with City and CDOOT for review of all drawings and specifications. Incorporate review comments and revisions into all documents. Address FOR review comments into CDOOT and incorporate FOR review comments into Final PS&E.	Coordinate with CDOOT for review of the documents and all necessary clearances required by CDOOT.	Prepare Contract Documents (drawings, specifications, bidding documents, and any contract document addenda) for bidding the project in accordance with the requirements of the Director of Public Works and the City's procurement process.	Complete Contract Documents into electronic media (or delivery to City of Pueblo)	Assist in resolution of critical construction issues as needed in "on-call" capacity (estimated 20 hours). Attend pre-bid, pre-construction, and other critical meetings (estimated 20 hours). Provide on-call issue resolution (estimated 20 hours)	Total Hours
Project Manager/Civil Lead - (Jimmie Hayson)	\$178.00	2	8	2	4	2	1	8	8	4	1	2	4	2	6	24	78
Quality Control/Assurance Manager (Scott Jardine)	\$205.00				4							9					12
Sr Professional Engineer II (Scott Hotkin)	\$220.00	2	2		24					16		2	2			5	53
Sr. Professional Engineer II (Travis Mooney)	\$160.00	1	2		26	1	1		2	40	1	20		4	1		109
Graduate Engineer (Craig Hayson)	\$108.00	1	2		64		4		1	98	4	46		12		16	247
Sr. Professional Engineer (David Hoesly)	\$175.00		1		6				1	8		4		3			23
Staff Planner (Andy Arnold)	\$140.00							8									8
Sr. Professional Engineer II (John Carlson)	\$230.00		1											3			1
Sr. Electrical Engineer (Ken Talton)	\$205.00		1														2
Electrical Designer (Andrew Felber)	\$147.00				1				1					1			3
Electrical Designer (Jon Kruse)	\$152.00				10		1			12				3			26
Electrical Designer (Mark Anderson)	\$135.00				8		2			10	2			2			24
Senior PLS - (Scott Klinker)	\$185.00	1											3				4
Field Surveyor - (Ben Hardenbergh)	\$120.00			14													14
Field Surveyor - (Erik Mion)	\$108.00			2													2
S.U.E. Manager - (Josh Antfinson)	\$207.00		1	2													3
S.U.E. Staff Engineer - (Caleb Mohutt)	\$137.00				8												8
S.U.E. Manager - (Daniel Torrez)	\$112.00			12													12
S.U.E. Technician - (Bob Ewing)	\$102.00			12													12
Sr. Accounting Representative - (Suzie O'Connor)	\$118.00			3					2					1			6
Total Hours		6	18	47	165	3	9	16	15	189	8	82	9	28	7	45	647
Total Labor Cost		\$1,141	\$3,220	\$5,588	\$24,395	\$516	\$1,192	\$2,544	\$2,471	\$25,961	\$1,040	\$11,316	\$1,707	\$3,817	\$1,228	\$7,313	\$93,449.00
Other Direct Costs / Equipment / Materials / Supplies / Re-production / Mailings / Shipping / Services																	
Geotechnical - Vivid Engineering Group				\$10,290.00													\$10,290.00
Environmental Consultant - Phiyon Environmental				\$17,767.59													\$17,767.59
GPS/Robotics				\$350.00													\$350.00
Vehicle Charge (\$4.90/hr)				\$127.40													\$127.40
S.U.E. Equipment (JULIE)				\$320.00													\$320.00
Subtotal		\$0.00	\$0.00	\$28,854.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,854.99
Travel Expenses / Vehicle Mileage / Lodging / M&IE / Per Diem																	
Number of People Traveling:				3													
Meals and Lodging																	
Lodging - \$115/ Night.				\$115.00													\$115.00
Meals - \$59 Per Diem per day of travel (3/4 for first/last day)				\$177.00													\$177.00
Vehicle Mileage - Travel to/from																	
Round Trip Mileage - Federal GSA Rate - \$0.625/mile (2022 Rate).				\$418.75													\$418.75
Airfare- Travel to/from + Baggage Fees																	
Round Trip																	\$0.00
Rental Car																	
Rental Car - \$65/day																	\$0.00
Rental Car Fuel																	\$0.00
Subtotal - Travel Expenses / Vehicle Mileage / Lodging / M&IE / Per Diem		\$0	\$0	\$711	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$710.75
Total Cost		\$1,141.00	\$3,220.00	\$35,153.74	\$24,395.00	\$516.00	\$1,192.00	\$2,544.00	\$2,471.00	\$25,961.00	\$1,040.00	\$11,316.00	\$1,707.00	\$3,817.00	\$1,228.00	\$7,313.00	\$123,014.74

SCHEDULE 3 Work Schedule

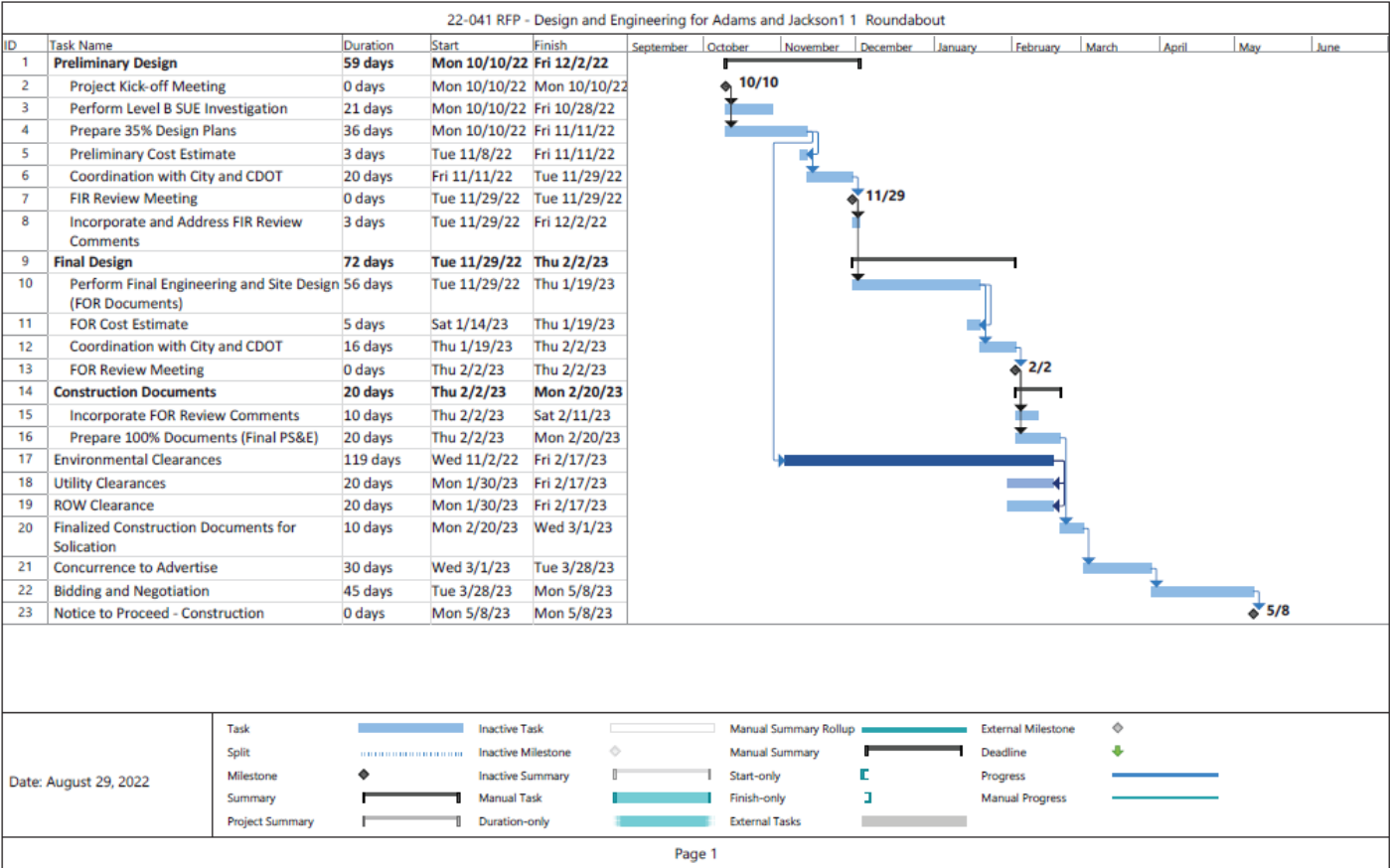
Excerpt from Consultant’s Proposal Submittal dated August 29, 2022

The SEH team understands what the City of Pueblo’s proposed schedule involves for the design and engineering for the Adams and Jackson Roundabout and the need to meet CDOT design specifications. We are committed to supporting you in achieving your deadline. The schedule at right highlights the target milestone dates that, if agreed upon by all parties, will provide the best opportunity to complete the design within the required timeframe.

The SEH Western Region has an engineering backlog for many disciplines over the next 12 months that equals approximately 50 percent of the total capacity of our current regional staff. The SEH team chosen for your project has the capacity and capability necessary to complete the design and engineering for Adams and Jackson Roundabout project within the schedule presented.

*Schedule does not anticipate preparation of Right-of-Way Plans or additional survey required to be performed by the City of Pueblo for design efforts.

Date: August 29, 2022



SCHEDULE 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal Submittal dated August 29, 2022, pages 3 - 17

SEH opened our active Pueblo office in 2004. Since then, our emphasis on serving this community has only grown. The City will benefit from the strong guidance that SEH's local civil engineering team can provide regarding this roundabout project. We'll help take your project from concept to reality. SEH's strength is our ability to analyze field conditions and develop accurate, site specific plans to meet our client's goals and stay focused on the end product, not the path.

PRIME CONSULTANT

SHORT ELLIOTT HENDRICKSON INC. (SEH®)

SEH is an employee-owned engineering, architectural, environmental and planning company that helps government, industrial and commercial clients find answers to complex challenges. This year, we are celebrating 94 years in business.

Our 800-plus professional staff share a core purpose: Building a Better World for All of Us®. This approach reflects a company-wide commitment to improving the quality of life by focusing on these market areas: mobility, better places, clean water and infrastructure renewal.

Headquartered in St. Paul, Minnesota, and with 33 offices in 11 states, you'll find evidence of our work throughout Colorado and the United States. **SEH employs approximately 95 professionals in Colorado, and for the past 21 years we have served Colorado** by providing our expertise in design, rehabilitation, maintenance and construction to local communities similar to the City of Pueblo.

On this project, we have employees in our Pueblo office who understand the local challenges faced by City of Pueblo staff when it comes to expanding and upgrading its transportation infrastructure. SEH takes a total team approach that includes building strong, productive partnerships with our clients and agency stakeholders, such as CDOT. We will help the City, as an extension of your staff, to create a successful project, while making the most out of every dollar available.

CONTACT INFORMATION

503 N. Main Street, Ste. 225
Pueblo, CO 81003
719.423.7400 (main)
888.908.8166 (fax)

Project Manager/ Local Contact

James (Jimmie) Hayson, PE
719.468.8373
jhayson@sehinc.com

SHORT ELLIOTT HENDRICKSON INC.

Founded in
1927

EMPLOYING

800+

engineers, architects,
planners, scientists and
talented professionals

WHO WORK TOGETHER TO SERVE

4 market areas: mobility,
better places, clean water
and renewing infrastructure



AN IMPRESSIVE **80%**

80% of our clients are
repeat customers

SUBCONSULTANTS



VIVID ENGINEERING GROUP, INC. (VIVID)

VIVID provides geotechnical, environmental and construction support services focused on transportation, water, energy, utility, government and commercial market sectors, for which their principals have more than 120 years of collective experience. Vivid is currently comprised of four principal owners and 40 additional staff.

VIVID has two office/lab locations: 1053 Elkton Drive, Colorado Springs, CO 80907; and 3885 Forest Drive, Denver, Colorado 80207. Vivid's lab facilities are AASHTO, AMRL/CCRL certified and full-service geotechnical and construction materials testing laboratories for soil, aggregate, concrete and asphalt testing.

VIVID's professional engineers and support staff that are slated for this project have decades of practical experience including a significant amount of open-channel and drainage-related experience for numerous entities including the City of Colorado Springs, Colorado Springs Utilities, El Paso County, Fountain Watershed and numerous other city and county agencies within Colorado. The geotechnical services for this project will be led by William (Bill) J. Barreire, PE. As presented in his resume, Bill provides an unparalleled collection of experience that is directly relevant to this project.



PINYON ENVIRONMENTAL, INC. (PINYON)

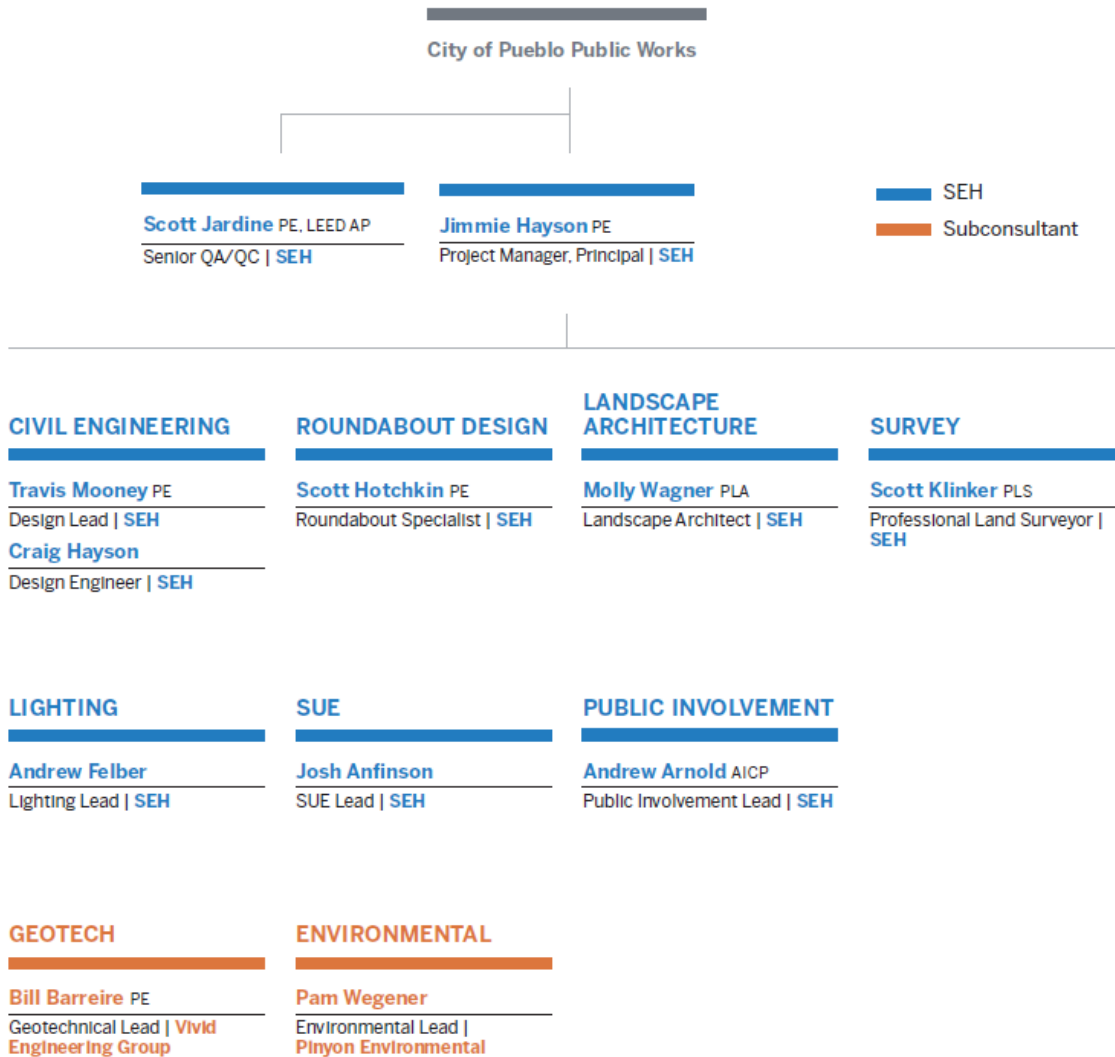
Since 1993, Pinyon Environmental, Inc. (Pinyon), has provided demonstrated environmental consulting services to a wide variety of clients in both the private and public sectors. Pinyon is a woman-owned consulting firm and certified Disadvantaged Business Enterprise headquartered in Lakewood, Colorado with a satellite office in Colorado Springs. The company employs approximately 80 environmental professionals. Services offered include:

- Air Quality and Noise
- Biological Resources
- Cultural Resources
- Engineering and Compliance
- Industrial Hygiene
- Landscape Architecture
- NEPA and Planning
- Site Characterization and Remediation
- Sustainability and Resiliency

Pinyon has built an environmental practice specializing in transportation—the firm understands the evolving needs related to environmental services throughout the transportation life cycle. Pinyon's experience on transit and roadway projects includes customized services in National Environmental Policy Act (NEPA)-compliant studies, technical assessments, mitigation planning, permitting and environmental compliance during project delivery. A key advantage of Pinyon is that the firm employs technical experts across numerous disciplines that know the connections resources have under NEPA, as well as myriad other environmental rules and regulations. Pinyon holds a state-wide Non-project Specific contract with CDOT to conduct these services, demonstrating the firm's understanding of CDOT and FHWA processes and expectations.

KEY INDIVIDUALS

This section describes the professional qualifications, availability and experience of the team members selected for the City of Pueblo's Design and Engineering for the Adams and Jackson Roundabout Project. Led by Jimmie Hayson, PE, out of our downtown Pueblo office, our team is composed of engineers, planners, landscape architects and construction services professionals who are available and committed over the lifetime of this project. The individuals shown below are key personnel for the project.



The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

JIMMIE HAYSON ^{PE}

PROJECT MANAGER, PRINCIPAL | SEH

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, site development for residential and commercial sites, residential and commercial foundation systems, storm drainage improvements and individual sewage disposal systems for residential and commercial sites.

EXPERIENCE

Spaulding Avenue Roundabout (Pueblo West Metropolitan District) - Pueblo West, CO

Project manager for project. Pueblo West Metro District was the recipient of three High Risk Rural Road Safety grants administered through the Colorado Department of Transportation, of which the Spaulding Roundabout ranked as priority. SEH prepared the design of this three-legged roundabout near Pueblo West High School to address safety concerns resulting from lengthy queued vehicles during peak hours and impeding emergency vehicle access. SEH performed modeling, preliminary layout, final design and construction phasing services.

Trinidad Five Points Roundabout Feasibility Study (City of Trinidad) – Trinidad, CO

Project Manager for the conceptual roundabout layouts for the design of the 'Five Points' intersection just off I-25 Exit 14 in Trinidad, Colorado. The projected objective was to perform design services for a new roundabout that would guide drivers safely into Trinidad for this confusing five-point intersection. SEH investigated three roundabout options and one intersection re-configuration option. The City of Trinidad preferred option was to re-configure the intersection to traditional four-legged intersection.

Peakview Avenue/Peoria Street Roundabout (City of Centennial) – Centennial, CO

Quality assurance manager for this project involved the design of a multilane roundabout at the intersection of Peakview Avenue and Peoria Street. Work included surveying and mapping, traffic analysis, conceptual and final layout, grading, LED lighting, right-of-way and easement legal descriptions, coordination with adjacent property owners and Arapahoe County Water and Wastewater Authority and drainage. Drainage design addressed water quality requirements for the Cherry Creek Basin Authority. The project construction budget was about \$1.1 million.

I-25/Dillon Drive Interchange Improvements (City of Pueblo) – Pueblo, CO
Engineer. SEH led a consultant team tasked with securing approvals of the engineering studies and conceptual engineering design and continuing design through bid documents and engineering services during construction for the I-25/Dillon Drive Interchange Improvements project. The project included a two-span bridge, 170 ft. long precast concrete bridge, 33,400 sq. ft. of block face mechanically stabilized earth walls, two roundabouts and seven miscellaneous structures associated with project drainage and utilities. The drainage structures included a sediment forebay stilling basin, outlet structure, rigid boundary baffle chute, pipe/culvert connection box and a forebay slab.



Jimmie will be the Project

Manager and lead point of contact

to the City. His local presence and

availability will benefit the City as

extension of your staff.

26
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil Engineering Technology
University of Southern
Colorado-Pueblo

Associate of Science
Otero Junior College - La Junta, CO



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in CO, AZ, ID,
NM, NV, SD, TX, UT, WI, WY



AVAILABILITY

50%

SCOTT HOTCHKIN PE

ROUNABOUT SPECIALIST | SEH

Scott is SEH's roundabout and complex intersection design expert and has spent all his 22 years of experience refining his expertise. Scott's roundabout experience includes the analysis and design of more than 200 roundabouts – including 15 mini-roundabouts – in Colorado, Wisconsin, Minnesota, Iowa and Indiana. Scott is proficient in the roundabout analysis softwares RODEL, HCS and SIDRA. Along with the analysis software, Scott also regularly utilizes Autoturn Pro to verify the design and check vehicles can navigate the roundabouts both horizontally and vertically.

EXPERIENCE

I-25/Dillon Drive Interchange Improvements (City of Pueblo) – Pueblo, CO

Lead roundabout design engineer this SEH led a consultant team tasked with securing approvals of the engineering studies and conceptual engineering design and continuing design through bid documents and engineering services during construction for the I-25/Dillon Drive Interchange Improvements project. The project included a two-span bridge, 170 ft. long precast concrete bridge, 33,400 sq. ft. of block face mechanically stabilized earth walls and seven miscellaneous structures associated with project drainage and utilities.

Spaulding Avenue Roundabout (Pueblo West Metropolitan District) - Pueblo West, CO

Lead roundabout design engineer for project. Pueblo West Metro District was the recipient of three High Risk Rural Road Safety grants administered through the Colorado Department of Transportation, of which the Spaulding Roundabout ranked as priority. SEH prepared the design of this three-legged roundabout near Pueblo West High School to address safety concerns resulting from lengthy queued vehicles during peak hours and impeding emergency vehicle access. SEH performed modeling, preliminary layout, final design and construction phasing services.

Wolfensberger Roundabout Design – Town of Castle Rock, CO

Lead roundabout design engineer on the design to replace an existing four-way stop controlled intersection with a roundabout. The project scope included analyzing existing intersection operations; determining ideal lane configurations and adequate size for the new roundabout; evaluating roundabout location and related site impacts; and developing design plans, construction phasing and work zone traffic control plans.

Founders Parkway (SH 86), Fifth Street and Ridge Road Intersection Improvements – Town of Castle Rock, CO

Lead design engineer responsible for the RODEL analysis, conceptual and preliminary design alternatives of roundabout. The project included roundabout design, drainage design, plan preparation, cost estimating and coordination with the Town and CDOT.

Peakview Avenue/Peoria Street Roundabout – City of Centennial, CO

Lead roundabout design engineer responsible for RODEL analysis, conceptual layout and final design of the multilane roundabout. Deliverables included surveying and mapping, traffic analysis, conceptual and final layout, grading, LED lighting, ROW and easement legal descriptions, coordination with adjacent property owners and Arapahoe County Water and Wastewater Authority, and drainage design.



23

YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil Engineering
University of Minnesota-Minneapolis

Bachelor of Science
Math and Physics
Augustana College - Sioux Falls, SD



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in IN, MN, SD,
WI, CO, NC, IL, IA, TX, VI, NE



AVAILABILITY

30%

SCOTT JARDINE PE, LEED AP®

SENIOR QA/QC | SEH

Scott will perform quality assurance/quality control (QA/QC) reviews of the design. He brings a high level of detail and extensive experience in roadway and pedestrian improvements as well as proven management for high-profile projects. He has worked with water supply and distribution systems, sanitary sewer systems, storm drainage systems and street and roadway projects. Scott is also experienced in performing construction management and administration.

EXPERIENCE

Crystal Valley Roundabout (Town of Castle Rock) – Castle Rock, CO
Project Manager. This project at Crystal Valley Parkway and Plum Creek Boulevard in the Town of Castle Rock replaces the existing 2-way, stop controlled intersection with a roundabout configuration. The roundabout maintains major arterial traffic on Crystal Valley and collector traffic on Plum Creek while accommodating an ADA pedestrian sidewalk and crosswalks and on-street bike lanes on roadway grades exceeding 7 percent.

Wolfensberger Roundabout Design (Town of Castle Rock) – Castle Rock, CO
Senior quality control review engineer. SEH provided a roundabout design to replace the existing four-way stop controlled intersection. The scope included analyzing intersection operations; determining ideal lane configurations and adequate size; evaluating location and related site impacts; and developing design plans, construction phasing and work zone traffic control plans.

North Chelton Road Drainage (City of Colorado Springs) – Colorado Springs, CO
Project manager. SEH designed roadway drainage improvements to benefit a residential neighborhood experiencing flooding. Preliminary design included vetting private storm improvements on a school site to ensure future upstream system expansion. The design included a new storm system in the roadway to bisect the watershed and add inlets to the surrounding street and connect to the existing downstream storm sewer, roadway reconstruction and watermain replacement.

Barnes Road Widening (City of Colorado Springs) – Colorado Springs, CO
Senior quality control review engineer. SEH provided the preliminary and final design for the widening of Barnes Road. The project improved a ½ mile section of Barnes Road by providing a four-lane median separated roadway, bicycle lanes, a new traffic signal, storm water quality and detention.

19th Street Rehabilitation (City of Cheyenne) – Cheyenne, WY
Senior project manager and engineer who led the overall utility design and construction management for phases 1 and 3. Areas of oversight included review and mapping of existing infrastructure, utility coordination, agency coordination and approvals, concept design layout, construction plans, specifications, observation and administration, and cost estimates.

U.S. Highway 34 Roadway Widening Project (City of Loveland) – Loveland, CO
Lead utility coordinator on the project to reconstruct and widen Highway 34 to three lanes in each direction. Project deliverables included design of a third through-lane in each direction, addition of bike lanes and pedestrian paths, new traffic signals, utility coordination and right-of-way acquisition.



27
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Engineering Science
Civil and Environmental Engineering
University of Western Ontario

Bachelor of Arts
Economics
University of Western Ontario



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in CO

LEED AP, U.S. Green Building Council



AVAILABILITY

15%

TRAVIS MOONEY ^{PE}

DESIGN LEAD | SEH

Travis has worked in the Durango area as a geotechnical analyst, a commissioning engineer and a solar power design engineer. After joining the company, Travis has contributed on projects involving road and utility infrastructure capital planning, design, cost estimating, construction inspections and administration, grant applications, traffic and drainage analyses



EXPERIENCE

Crystal Valley Roundabout (Town of Castle Rock) – Castle Rock, CO

Project engineer responsible for working on specifications for final design. Additionally, Travis will be involved in construction phasing and traffic control, during construction of the new roundabout.

Aztec North Main Extension (City of Aztec) – Aztec, NM

Project engineer who performed civil design for extending the City of Aztec, New Mexico's North Main Avenue, including a roundabout at the north terminus of the extension project. The scope of work included the design of the roundabout, utility extensions, floodplain determination and LOMR application, easement acquisition, survey and landscape. Public engagement played a large role in building consensus for the corridor to accommodate pedestrians, bicycles and automobiles.

On-Call Engineering Services (City of Salida) – Salida, CO

Project engineer. The City of Salida selected SEH to perform various on-call tasks. These include the development of striping plans, conceptual designs of pedestrian facilities including rapid rectangular flashing beacons (RRFB) funded by the CDOT Multimodal Options Fund (MMOF), and street reconstruction projects featuring pedestrian bumpouts and crossings compliant with Public Rights-of-Way Accessibility Guidelines (PROWAG).

Aspen Ridge Estates (JMG & LRG Properties LLC) – Durango, CO

Project engineer who performed design for a 12-lot subdivision (with consideration for 14 more lots). SEH was hired to perform engineering design for this residential development. The team modeled drainage and designed road networks that would not impact the existing residences downhill.

Durango La Plata Airport Terminal Area Plan (Dibble Engineering) – Durango, CO

Project engineer responsible for site exhibits for the Master Development Plan for Durango-La Plata Airport. The Terminal Area Plan (TAP) will study multiple options for future development of the airport facility including terminal expansion and access and parking improvements to accommodate expected growth. SEH's Durango civil engineering team is leading the planning efforts for the landside development, which includes incorporating the recent acquisition of an adjacent 12-acre parcel into the future plan.

12

YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Engineering Physics
Fort Lewis College



REGISTRATIONS/CERTIFICATIONS

Professional Engineer In CO



AVAILABILITY

60%

CRAIG HAYSON

DESIGN ENGINEER | SEH

Craig is a graduate engineer with experience in civil engineering and construction administration and inspection. His experience includes civil site design, utility design and site grading. Craig is proficient in AutoCad Civil 3D.



EXPERIENCE

Spaulding Avenue Roundabout (Pueblo West Metropolitan District) - Pueblo West, CO

Graduate engineer for project. Pueblo West Metro District was the recipient of three High Risk Rural Road Safety grants administered through the Colorado Department of Transportation, of which the Spaulding Roundabout ranked as priority. SEH prepared the design of this three-legged roundabout near Pueblo West High School to address safety concerns resulting from lengthy queued vehicles during peak hours and impeding emergency vehicle access. SEH performed modeling, preliminary layout, final design and construction phasing services.

HRRR Safety Projects (Pueblo West Metropolitan District) – Pueblo West, CO

Graduate engineer for two HRRR Grant projects administered through CDOT. The projects consisted of safety improvements such as lane widening, turn lanes, signing and striping.. Project responsibilities included horizontal and vertical layouts and modeling, utility relocation design and preparation of specifications and cost estimates.

North Mesa Safe Routes to School (SRTS) Construction Administration (Pueblo County Facilities) – Pueblo, CO

Resident project representative responsible for construction administration of this 3,000+ LF trail project administered through the CDOT SRTS Program. Craig's responsibilities included construction observation and oversight of construction administration to ensure that final documentation was reasonable and justifiable. This CDOT Local Agency Safe Routes to School trail project included a 6 ft. wide, 3,000 lf long concrete sidewalk that connected 30th Lane and 29th Lane along Gale Road and Windrow Road to North Mesa Elementary School. The project required coordination with existing Gale Road improvements by Pueblo County Public Works, and the acquisition of additional right-of-way.

TAP Trail 3 (Pueblo West Metropolitan District) – Pueblo West, CO

Design engineer for this Local Agency Transportation Alternatives Program (TAP) project funded through the CDOT. The trail alignment is being constructed in the existing SDS (Southern Colorado Delivery) corridor connecting Industrial Boulevard to Purcell Boulevard and a from the SDS/Industrial Boulevard intersection to the west connecting to the CDOT Region 2 Purcell Interchange project. The 2.6-mile trail is a 8 ft. wide asphalt section with a 4-ft. gravel shoulder soft trail that meanders along the alignment, crossing public streets.

Northern Ave Trail Ph 3 (City of Pueblo) – Pueblo, CO

Graduate engineer. The project consists of design of a trail and streetscape along Northern Avenue between Cambridge Avenue and Prairie Avenue, and along the west side of Prairie Avenue to Mesa Avenue. Additionally, signalization design was involved to upgrade the easterly signals on Prairie Avenue. The project is funded through the Colorado Department of Transportation -Transportation Alternatives Program, which required design to be in compliance with FHWA guidelines.

4

YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil Engineering Technology
Colorado State University-
Pueblo, CO

Associate of Arts
Pueblo Community College -
Pueblo, CO

Associate of Science
Pueblo Community College -
Pueblo, CO



AVAILABILITY

50%

MOLLY WAGNER PLA

LANDSCAPE ARCHITECTURE | SEH

Molly is a landscape architect and project designer with experience in educational, medical, cultural, residential, municipal, international and master planning projects. She provides effective communication with clients and contractors from concept to construction, leveraging the use of graphics such as rendered plans, sections, elevations, plant and material boards as well as construction documents to convey design intent. Her time spent working in the Pacific Northwest instilled in her a passion for stormwater and creating sustainable landscapes. Molly is proficient in AutoCAD and the Adobe Creative Suite.



15
YEARS OF
EXPERIENCE

EXPERIENCE

Kings Highway Roundabout and Gateway (A&Z Engineering) – Winona Lake, IN
Landscape architect responsible for initial design concepts and QA/QC of construction documents. The project features new gateway signage and extensive native and ornamental planting areas designed to mark the transition between Winona Lake and the neighboring City of Warsaw. Deliverables included artistic renderings, construction drawings and specifications.

S. Main Street-Gaarder Road Roundabout (Village of Holmen) – Holmen, WI
Landscape architect for this project, which involves design and construction of a new, single-lane roundabout to resolve deteriorated pavement and capacity issues. SEH deliverables include geometric design, corridor design, pavement marking, signing, landscaping and traffic control design. The project will be built under staged construction.

Crystal Valley Fire Station (Castle Rock Fire Department) – Castle Rock, CO
Landscape architect responsible for quality assurance review of all construction documents. The 13,000 sq. ft. station includes three drive-thru vehicle bays, living quarters for eight firefighters, a full kitchen, pantries, exercise, gear, restroom, work area, day room and storage. SEH has provided architectural design, site planning, civil engineering and structural engineering as well as all municipal approvals and community outreach efforts. In addition, SEH completed facility assessments that included site capability, turnout time, station functionality, code requirements and accessibility. Although LEED Certification has not been pursued, LEED Principles have been incorporated into the design.

Pueblo County Old Judicial Building (Pueblo County Department of Public Works) – Pueblo, CO

Landscape architect for the assessment of the existing 73,000 sq. ft. facility—previously used as a judicial court building—including structural, mechanical and electrical review as well as architectural and accessibility review for the existing building's systems. Programming, cost estimating and design is currently underway to renovate the facility to meet the current and future needs. This includes the addition of communal staff breakout areas, updated open-office spaces and community conference space. A space need analysis was also performed for current and future growth of the Pueblo County Department of Social Services.



EDUCATION

Master of Landscape Architecture
University of Minnesota-Twin Cities

Bachelor of Arts
Biology
Gustavus Adolphus College -
St. Peter, MN



REGISTRATIONS/CERTIFICATIONS

Landscape Architect in CO, IN, OR, WI



AVAILABILITY

20%

SCOTT KLINKER PLS

PROFESSIONAL LAND SURVEYOR | SEH

Scott is a professional land surveyor with extensive experience providing services to municipalities, government agencies, developers, contractors and private clients. Scott's proficiency includes topographic, boundary, easement, horizontal/vertical control, design, building staking, bridge layout, airport layout and construction surveys. Scott is also experienced in construction quality control and has experience reviewing civil design drawings. Scott's various project experience involves CDOT/CDOT standards projects that include right-of-way plan sets and legal descriptions for right-of-way and easement acquisitions. Scott is also proficient in AutoCAD and MicroStation CAD programs. His attention to detail and years of experience guarantee a quality product is delivered to the client.

EXPERIENCE

HRRR Safety Projects (Pueblo West Metropolitan District) – Pueblo West, CO
Lead surveyor. The projects consisted of safety improvements such as lane widening, turn lanes and design of roundabouts at three locations. Project responsibilities included horizontal and vertical layouts and modeling, utility relocation design and preparation of specifications and cost estimates.

Wolfensberger Roundabout Design – Town of Castle Rock, CO
Land surveyor on the project to replace the existing four-way stop controlled intersection with a roundabout. The scope included analyzing the existing intersection operations; determining ideal lane configurations and adequate size for new roundabout; evaluating roundabout location and related site impacts; and developing design plans, construction phasing and work zone traffic control plans.

Crystal Valley Fire Station (Castle Rock Fire Department) – Castle Rock, CO
Land surveyor on the project to design a new 13,000 sq. ft. station including three drive-thru vehicle bays, living quarters for eight firefighters and multiple additional amenities. SEH provided architectural design, site planning, civil and structural engineering, as well as all municipal approvals and community outreach efforts.

Peakview Avenue/Peoria Street Roundabout – City of Centennial, CO
Land surveyor on the project involving design of a multilane roundabout. The project scope included surveying and mapping, traffic analysis, conceptual and final layout, grading, LED lighting, ROW and easement legal descriptions.

Founders Parkway (SH 86), Fifth Street and Ridge Road Intersection Improvements – Town of Castle Rock, CO
Land surveyor on the project involving roundabout design, drainage design, plan preparation, cost estimating and coordination with the Town and CDOT.

Trinidad Five Points Roundabout Feasibility Study (City of Trinidad) – Trinidad, CO
Land surveyor for the design of the 'Five Points' intersection just off I-25 Exit 14 in Trinidad, Colorado. The projected objective was to perform design services for a new roundabout that would guide drivers safely into Trinidad for this confusing five-point intersection. SEH investigated three roundabout options and one intersection re-configuration option. The City of Trinidad preferred option was to re-configure the intersection to traditional four-legged intersection.



32
YEARS OF
EXPERIENCE



EDUCATION

Associate in Applied Science
Civil Engineering
St. Cloud Technical College - St.
Cloud, MN



REGISTRATIONS/CERTIFICATIONS

Professional Land Surveyor in CO



AVAILABILITY

25%

ANDREW FELBER

LIGHTING LEAD | SEH

Andrew is a design technician with extensive electrical engineering experience. He's has been involved with facility electrical and roadway lighting design, as well as construction inspection for government agency projects. Andrew has designed lighting, communication and power distribution in new and remodeled buildings. He has worked on power distribution designs that include standby generation, feeders and low voltage services.



14

YEARS OF
EXPERIENCE

EXPERIENCE

Spaulding Avenue Roundabout (Pueblo West Metropolitan District) - Pueblo West, CO

Lead electrical designer. Pueblo West Metro District was the recipient of three High Risk Rural Road Safety grants administered through the Colorado Department of Transportation, of which the Spaulding Roundabout ranked as priority. SEH prepared the design of this three-legged roundabout near Pueblo West High School to address safety concerns resulting from lengthy queued vehicles during peak hours and impeding emergency vehicle access. SEH performed modeling, preliminary layout, final design and construction phasing services.

Wolfsenberger Roundabout Design (Town of Castle Rock Public Works Department) – Castle Rock, CO

Lead electrical designer. SEH provided a roundabout design to replace the existing four-way stop controlled intersection. The scope included analyzing the existing intersection operations; determining ideal lane configurations and adequate size for new roundabout; evaluating roundabout location and related site impacts; and developing design plans, construction phasing and work zone traffic control plans.

Peakview Avenue/Peoria Street Roundabout (City of Centennial) – Centennial, CO

Lead electrical designer. This project involved the design of a multilane roundabout at the intersection of Peakview Avenue and Peoria Street. Work included surveying and mapping, traffic analysis, conceptual and final layout, grading, LED lighting, right-of-way and easement legal descriptions, coordination with adjacent property owners and Arapahoe County Water and Wastewater Authority and drainage. Drainage design addressed water quality requirements for the Cherry Creek Basin Authority. The project construction budget was about \$1.1 million.

I-694/Rice Street Interchange (Ramsey County) – Shoreview, MN

Electrical designer. SEH was responsible for all construction observation and construction surveying for this all important Ramsey County project. The construction will convert the existing diamond interchange into an offset, single point interchange. Four existing signal systems will be replaced with three roundabouts at the single point ramp connections. The use of roundabouts will improve efficiency and safety as well as reduce maintenance costs. The project will improve economic development in the area and will also dramatically improve pedestrian facilities by adding sidewalks along both sides of Rice St. and extending the Trout Brook Regional Trail through the corridor.



EDUCATION

Associate of Applied Science
Electrical Construction Design and
Management
Dunwoody College of Technology -
Minneapolis, MN



REGISTRATIONS/CERTIFICATIONS

Design and Inspection Certification,
Minnesota Department
of Transportation



AVAILABILITY

25%

JOSH ANFINSON

SUE LEAD | SEH

Josh is the Director of Subsurface Utility Engineering with 19 years of experience specifically focused on utility design, coordination and relocation. He has directed and managed SUE and utility coordination projects for 16 years which enables him to understand and mitigate various conflicts on complex projects. He has managed complex projects involving large groups of technical employees and consultants, as well as multiple project phases from schematics and PSE stages through construction. He is knowledgeable and compliant with applicable rules, regulations, plans and specifications.



20

YEARS OF
EXPERIENCE

EXPERIENCE

St. Vrain Sanitary Sewer Extension (Mountain Homes) – Colorado City, CO
Subsurface utility engineering manager. Josh led the efforts for the SUE investigation for this 1,300 lineal foot corridor for design of a sanitary sewer extension along St. Vrain Avenue in Colorado City. Duties included the coordination with utility providers for mapping, oversight of utility locates and review of Quality Level reporting.

South Prairie Avenue Improvements (City of Pueblo) – Pueblo, CO
Subsurface utility engineering manager. Josh led the efforts for the SUE investigation for three signalization areas along the South Prairie Avenue corridor. Duties included the coordination with utility providers for mapping, oversight of utility locates and review of Quality Level reporting.

EXPERIENCE PRIOR TO JOINING SEH

SH 136, Amarillo to Fritch (36-71DP5135) (HW Lochner, Inc.) – Amarillo, TX
Josh was responsible for Level B designating of all utilities in designated areas where road construction and culvert extensions were taking place, including all electric, fiber, telephone, gas and traffic lights in conflict.

St. Mary's Street, Mistletoe to Josephine (Gonzales de la Garza & Associates) – San Antonio, TX

Josh was responsible for utility coordination and SUE Level A and Level B. Josh and team also designed the replacement of approximately 2,900 LF of CPS Energy gas main along North St. Mary's Street to include side streets between the project limits. Design of the gas main varied between 4-in. to 8-in. HDPE and the abandonment of the existing steel gas main. The design met CPS Energy engineering and drafting standards.

WA1 - IH45S (AIA #5016) (Texas Department of Transportation) – Galveston, TX
Josh was the project manager responsible for compliance of contract documents and handling of any field issues. The project was for the expansion of interstate 45. Survey working was done in conjunction with the subsurface utility engineering and design and included mapping of water, wastewater, gas, oil pipelines, traffic signals, high mass lighting, fiber, duct banks, cable television, state fiber and illumination and storm sewer.

WA3 - CED 367IDP5017 (Texas Department of Transportation) – Divot, TX
Josh was the SUE manager responsible for survey work in conjunction with the subsurface utility engineering and design for the expansion of Interstate 10 in the East San Antonio area.



EDUCATION

40 PDU/4 CEU
Trenchless Technology
Louisiana Tech University



REGISTRATIONS/CERTIFICATIONS

Confined Space Entry Training
OSHA 10-Hour Training
OSHA 30-Hour Training



AVAILABILITY

20%

ANDY ARNOLD AICP

PUBLIC INVOLVEMENT LEAD | SEH

Andy is a regional planner trained to work with both the public and private sectors to ensure that development is politically, financially and equitably feasible. His work spans the community development spectrum, from strategically targeting federal and state grants for communities, to providing cost allocation models for public infrastructure, to reviewing developer pro-formas for tax increment financing. Prior to joining SEH, he finished a master's degree at Cornell University, focusing his studies on sustainable development in water scarce regions of the U.S. His thesis explored public-private partnerships between developers and local municipalities; modelling financial tools they can use to extend public infrastructure and encourage development with significant community benefits. He has applied this knowledge to economic development projects throughout the Four Corners region, most recently helping the City of Durango form its first Urban Renewal Authority. Since joining SEH, Andrew has been responsible for a variety of project tasks including land entitlement support, stakeholder engagement, land-use planning and transportation data analysis.

EXPERIENCE

Farmington Metropolitan Planning Organization Bicycle and Pedestrian Plan Update (City of Farmington) – Farmington, NM

Andy organized a public outreach campaign that culminated in an updated Bicycle and Pedestrian Plan for the Farmington Metropolitan Planning Organization. Andy organized stakeholder meetings, conducted public outreach at community events and collected and analyzed transportation data to create maps of potential multi-modal connections across four municipalities. The campaign received over 1,000 comments regarding multimodal transportation in the community. This information was utilized to draft and adopt an updated Bicycle and Pedestrian Plan for the MPO, with a focus on improving safety, health and recreation opportunities in the area. Through the extensive public engagement process, the SEH Team identified opportunities, developed solutions to problems, prioritized projects and created planning level estimates to address all deficiencies.

La Posta Road Sewer Plan (La Plata County Economic Development Alliance) – La Plata County, CO

Andy helped evaluating financial strategies to fund public infrastructure extensions throughout the La Posta Road area, with a specific focus on the applicability of Tax Increment Financing and supplemental grants. This work involved multiple design charrettes with key stakeholders, property owners, and public entities. Andy combined this public outreach into financial models that provided key assessments for extending sewer infrastructure throughout the La Posta Area.

Boxelder Dam Assessments (Larimer County) – Larimer County, CO

Andy helped negotiate an agreement between Larimer County, Fort Collins, Wellington and Timnath to finance an emergency flood warning system for the Boxelder dam network. The negotiation involved creating a cost allocation model and required multiple rounds of public input. Andy led discussions with key representatives from the County, municipalities, and irrigation districts on how best to assign cost based on flooding impacts. The project entailed detailed GIS analysis that was used to quantify dam impacts on each municipality.



4

YEARS OF
EXPERIENCE



EDUCATION

Master of Urban and
Regional Planning
Cornell University-Ithaca, NY

Bachelor of Arts
Social Anthropology
Cornell University-Ithaca, NY



REGISTRATIONS/CERTIFICATIONS

Certified Planner, American Institute
of Certified Planners (AICP)



AVAILABILITY

25%

BILL BARREIRE PE

GEOTECHNICAL LEAD | VIVID ENGINEERING GROUP

Bill is a registered Professional Engineer in Colorado with 28 years of local geotechnical experience including a significant amount of transportation and municipal infrastructure and facilities related experience for numerous entities including Colorado Department of Transportation (including CDOT Local Agency projects) City of Pueblo, County of Pueblo, and Pueblo West. His expertise includes providing geotechnical design recommendations and construction testing and inspection services for bridge foundations, minor structures, utilities, roadway embankment construction, slope and earth retention systems, pavements, utilities, and facilities for design-bid-build and alternative delivery such as design-build, P3, and CM/GC. Bill has delivered similar geotechnical services on over 50 projects in Pueblo between 2008 and 2021.

EXPERIENCE

CDOT R2, Hwy 50 & Purcell Interchange – Pueblo, CO

Bill was geotechnical engineer of record for this project that includes replacing the existing at grade intersection with a grade-separated intersection by constructing a bridge for Hwy 50 over Purcell Boulevard. Subsurface investigation, lab testing, and engineering were focused on the new embankment bridge approaches, retaining walls, bridge foundations, and minor structures. Project challenges included significant long-term settlement of existing saturated clay soils due to new embankment loads. Solutions included use of aggregate piers below MSE walls, and wick drains beneath embankment areas to address amount and duration of anticipated settlement. This also included preparing a settlement monitoring plan to be implemented during construction to ensure settlement was largely complete before constructing pavements or other movement sensitive project features.

Blackwell and Inman Drive Pavement Design – Pueblo West, CO

Bill was geotechnical/pavement design engineer for this project. The project included an approximate 140-foot-long portion of Blackwell Drive (just northeast of E. Platteville Road) was planned to be constructed with a new flexible composite (i.e., asphalt pavement over aggregate base course) pavement section. In addition, an approximately 290-foot-long portion of Blackwell Drive that will be adjacent the newly paved section, and a 70-foot-long portion of Inman Drive just northwest of Blackwell Drive was to receive a gravel surface comprised of CDOT Class 6 Aggregate Base Course (ABC) materials.

Northern Avenue Trail Phase 3 Traffic Signal Pole Replacements – Pueblo, CO

Bill was the geotechnical engineer for this traffic signal pole replacement project in Pueblo. The project included providing geotechnical design and construction recommendations for two new traffic signal pole drilled caisson foundations located near Prairie Avenue and Northern Avenue, as part of the larger Northern Avenue Trail project in Pueblo.

West 11th Street Bridge Replacement – Pueblo, CO

Bill was the geotechnical engineer on this project. The project included performing geotechnical engineering services that evaluated existing subsurface conditions and provided geotechnical design recommendations for subgrade preparation, pavement thickness design, bridge foundation design, and retaining wall design.



28
YEARS OF
EXPERIENCE



EDUCATION

Master of Science
Geotechnical Engineering
University of Colorado

Bachelor of Science
Civil Engineering
Colorado State University



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in CO, TX, MT,
WY, NM, AZ



AVAILABILITY

20%

PAM WEGENER

ENVIRONMENTAL LEAD | PINYON ENVIRONMENTAL

Ms. Wegener is an environmental professional with seven years of experience specializing in analyses, documentation and permitting for transportation projects. She has experience managing Colorado Department of Transportation (CDOT) Categorical Exclusion (CatEx) and Planning and Environmental Linkages (PEL) studies and leads environmental constraints analyses. Pam's primary technical areas of expertise are biological resources, Water of the U.S. (including wetlands), watershed analyses, water quality and non-historic Section 4(f) and Section 6(f). She routinely manages multi-disciplinary teams of technical experts and collaborates with the design team on transportation projects to avoid, minimize and mitigate impacts and utilizes GIS and GPS technology for a variety of technical resources evaluations. She excels at clearly communicating what the environmental constraints and opportunities are to ensure that schedule and budget needs are met.



7
YEARS OF
EXPERIENCE



EDUCATION

Master of Science
Watershed Science
Colorado State University

Bachelor of Arts
Geology
Brown University



AVAILABILITY

20%

EXPERIENCE

South Powers Boulevard Extension (CDOT Region 2) – El Paso County, CO

Since 1963, Powers Boulevard was planned as a bypass alternative for Interstate 25 (I-25) along the eastern edge of the City of Colorado Springs. The current South Powers Boulevard Extension Study (Project) is focusing on the portion of Powers Boulevard extending South from Mesa Ridge Parkway (SH 16) to I-25, building upon the South Powers Boulevard Feasibility Study. El Paso County, Fountain, Colorado Springs, CDOT, Federal Highway Administration, and Pikes Peak Area Council of Governments are collaborating in a PEL study for the project. Pam led a multidisciplinary team of technical experts to assess environmental resources including air quality, noise, hazardous materials, visual, biological, water quality, environmental justice, recreational, cultural, context sensitivity, greenhouse gas and wildlife movement. Her team produced a Mapbook and environmental scan table that discussed current conditions, potential impacts from various alternatives, and next steps. This work provided a snapshot of existing conditions that decision makers could consider in advancing alternatives that meet the purpose and need of a future action.

Highway Safety Improvement Program (HSIP) Packages 1, 2, 4 and 5 (City and County of Denver) – Denver, CO

The City and County of Denver, in coordination with CDOT, is redesigning and reconstructing traffic signals within the City and County of Denver. Pam conducted desktop reviews and site visits for the project to assess existing biological conditions in accordance with federal and state regulations or policies, including the Colorado Non-game, Endangered, and Threatened Species Conservation Act, Bald and Golden Eagle Protection Act, Migratory Bird Treaty Act and Noxious Weed Act. She provided summaries of the results and recommendations for next steps in numerous memorandums.

SCHEDULE 5

Federal Highway Administration (FHWA) Contract Clauses including “CDOT Professional Services Local Agency Civil Rights & Disadvantaged Business Enterprise (DBE) Contract Requirements”

CDOT PROFESSIONAL SERVICES LOCAL AGENCY CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT REQUIREMENTS

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

The following requirements shall be applied to FHWA-assisted contracts.

I. DEFINITIONS

B2GNow. Web based platform utilized by CDOT to track Civil Rights compliance (DBE/ESB participation) and prompt payment requirements on its contracts. The Consultant will use this platform to submit Utilization Plan(s), Subconsultant and Supplier/Vendor information on the Contract.

CDOT Civil Rights. The CDOT Civil Rights office that assist with the contract and prompt payment requirements on contracts. This can be in either the region or headquarters.

Civil Rights and Business Resource Center (CRBRC). CDOT’s Civil Rights office at Headquarters.

Commercially Useful Function (CUF). Responsibility for the execution of work by actually performing, managing, and supervising the work, as described in 49 CFR Part 26.

Commitment. A portion of the Contract designated by the Consultant for participation by DBE firms. The DBE firm(s) are included in the proposal team for participation to meet the Contract Goal. Commitments must identify the work to be performed by the DBE and include the percentage of the contract committed to each DBE firm. Commitments are measured at the end of the contract and are calculated by the actual payments to a DBE firm divided by the total payments made under the Contract.

Contract. Agreement between the Local Agency and the Consultant, whereby the Consultant will be compensated in exchange for providing Professional Services and ancillary services. For purposes of this document, the term “Contract” refers to an individual, executed Task Order for an On-Call Agreement or a Master Contract (overarching agreement) for Project-Specific and Program-Specific Agreements.

Contract Goal Percentage. The percentage of the Contract established by CDOT for reasonable participation by DBEs and stated in the invitation for consultant services.

Consultant. An individual, firm, corporation, or other legal entity with a direct contractual relationship with the Local Agency’s solicitation to render Professional Services and ancillary services.

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

Emerging Small Business (ESB). A CDOT certified Emerging Small Business firm listed on the ESB Directory at www.coloradoesb.org.

Good Faith Efforts (GFE). All necessary and reasonable steps to secure the necessary Commitments to meet the Contract Goal or other requirements of this contract, which by their scope, intensity, and appropriateness to the objective could reasonably be expected to fulfill the contract requirement. Guidance on Good Faith Efforts to meet the Contract Goal is provided in 49 CFR Part 26, Appendix A.

Local Agency. The City of Pueblo.

Professional Services. The practice of architecture, engineering, professional land surveying, landscape architecture, and industrial hygiene as defined in Colorado Revised Statutes (CRS) 24-30-1402 and 48CFR Part 2.

Reduction. Reduction occurs when the Consultant reduces a Commitment to a DBE. A Reduction is a partial Termination.

Subconsultant. An individual, firm, corporation or other legal entity to whom the Consultant sublets part of the contract. For purposes of these requirements, the term Subconsultant includes Suppliers/Vendors.

Substitution. Substitution occurs when a Consultant seeks to find another certified DBE firm to perform work on the contract as a result of a Reduction or Termination.

Termination. Termination occurs when a Consultant no longer intends to use a DBE firm for fulfillment of a Commitment. This includes, but is not limited to, instances in which a Consultant seeks to perform work originally designated for a DBE Subconsultant with its own forces or those of an affiliate, a nonDBE firm, or with another DBE firm.

Utilization Plan (UP). The documentation of Subconsultant and Supplier/Vendor participation on the awarded Contract. The Utilization Plan details all Subconsultants and Suppliers/Vendors included as part of the proposal team and Commitments by percentage made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.

Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2. A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc.) and would not be overseen by a licensed engineer.

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

II. NONDISCRIMINATION AND SUBCONTRACTING REQUIREMENTS

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

A. *Non-discrimination.* The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention

of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

B. *Civil Rights Act of 1964 Title VI.* CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business

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

C. *Consultant Assurance.* By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments
- Assessing sanctions
- Liquidated damages
- Disqualifying the consultant from future bidding as non-responsible

D. *Prompt Payment.* Payments to all Subconsultants shall be made within seven (7) calendar days of receipt of payment from the Local Agency, or no later than ninety (90) calendar days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. The Local Agency will assist in enforcing the Civil Rights Requirements outlined above as well as prompt payment as outlined in 49 CFR, Part 26. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify the Subconsultant no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include failure to timely submit an invoice or to deposit payments made. The Consultant shall electronically submit prompt payment audit reports in B2GNow by the fifteenth (15th) of each month through the B2GNow software. If no payment has been made, the Consultant shall document this in the prompt payment audit reporting.

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

III. CONTRACT COMMITMENT

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

A. *Affidavit of Small Business Participation.* The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do

so. CDOT's *Affidavit of Small Business Participation* form must be submitted with the Consultant's statement of interest proposal. Failure to submit the CDOT *Affidavit of Small Business Participation* form will result in the Consultant being deemed non-responsive and ineligible for award. The Local Agency will copy the top preferred proposals to CDOT's Civil Rights and Business Resource Center (CRBRC) for approval of CDOT's *Affidavit of Small Business Participation* form. This form includes the commitments to meet the DBE goal.

B. *Contract Utilization Plan (UP)*. Once the contract is awarded and the Local Agency receives a signed contract, the Local Agency will submit the *Local Agency Professional Services B2GNow Contract Information* form for CDOT to set up the contract in the B2GNow system. Once the contract is setup in the system, the Consultant will receive a notice from CDOT within five (5) calendar days of selection, to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all DBE, ESB, and nonDBE/ESB Subconsultants and Suppliers/Vendors included as part of its "most qualified" team. The Utilization Plan shall also include all Commitments by percentage.

C. *Consultant Responsibility*. The Consultant is solely responsible for ensuring that the Contract Goal is achieved upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever occurs first. The Local Agency and CDOT assists in the monitoring as oversight agencies.

D. *Contract Good Faith Effort Requirement*. The UP will not be approved by CDOT until the Consultant documents sufficient Commitments to meet the Contract Goal or demonstrates Good Faith Efforts to meet the Contract Goal even though it did not succeed in obtaining sufficient Commitments to do so.

1. Good Faith Efforts mean that the Consultant:
 - a. Documents it has obtained enough DBE participation to meet the Contract Goal, or
 - b. Documents that it made adequate good faith efforts to meet the Contract Goal, even though it did not succeed in obtaining enough DBE participation to do so
2. If the Consultant has not documented sufficient Commitments to meet the Contract Goal, the Consultant shall provide an explanation of its efforts to obtain Commitments by submitting the CDOT's *Professional Services Good Faith Efforts Report* form and supporting documentation to CRBRC.
 - a. The CRBRC will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Contract Goal
 - b. The CRBRC will approve the Contract Utilization Plan if it determines that the Consultant has made Good Faith Efforts to meet the Contract Goal
3. In conducting Good Faith Effort reviews, the CRBRC will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The CRBRC may also consider, but is not limited to, the following factors in evaluating the Consultant's Good Faith Efforts:
 - a. Performance of other consultants in meeting DBE goals on contracts that have a similar scope of work, contract amount, location, and time frame
 - b. Reason(s) for choosing a nonDBE subconsultant over an interested DBE

- c. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant
- d. Past performance by the Consultant on contracts that have a similar scope of work, contract amount, location and time frame
- e. Any other factors that may be pertinent to the factual circumstances

If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.

E. *Administrative Reconsideration.* If the CRBRC determines that the Consultant did not demonstrate Good Faith Efforts to meet the Contract Goal, the Consultant will be provided a written notice of its determination and an opportunity for administrative reconsideration by the CDOT Chief Engineer or a designee.

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

IV. ELIGIBLE DBE PARTICIPATION

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

A. If a Consultant, Subconsultant, or Supplier/Vendor is decertified as a DBE following the approval of a Contract, its participation on that Contract may continue to count as DBE participation.

B. DBE participation will be tracked through the B2GNow.

C. Only work actually performed by the DBE will count towards the Contract Goal.

1. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for:

- a. Providing a bona fide service, such as professional, technical, consultant, or managerial services; and/or
- b. Providing assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of work, provided that the fee or commission is determined by the Local Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services

2. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm.

- a. Work that a DBE subcontracts out to a non-certified firm will not count toward the goal
- b. DBE firms may use an employee leasing company for the work
 - i. The participation of the leased employees will count only if the certified DBE firm maintains an employer-employee relationship with the leased employees
 - ii. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the leased employees, as well as ultimate responsibility for wage and tax obligations related to the employees

c. Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay

3. When a DBE performs as a participant in a joint venture:

- a. Only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces may count toward the Goal
- b. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT

D. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.

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

V. UTILIZATION PLAN MODIFICATIONS

A. *Reduction, Substitution, Termination.* Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of

Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without the Local Agency's approval. Consultants may request modification approval to the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's *Professional Services DBE Participation Plan Modification Request* form.

1. *Notice to Subconsultant.* Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice and advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's proposed action should not be approved. If required as a matter of public necessity (e.g., safety), the Local Agency may waive or reduce the period to respond. The DBE firm may also voluntarily waive the response period.

2. *Good Cause Requirement.* A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:

- a. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE
- b. Failure or refusal by the DBE to execute a written contract
- c. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants
- d. The DBE fails to meet reasonable, nondiscriminatory insurance requirement
- e. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness
- f. The DBE is ineligible to work because of suspension or debarment proceedings or other state law
- g. The DBE is not a responsible Consultant
- h. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal
- i. The listed DBE is ineligible to receive credit for its participation
- j. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform
- k. The DBE ceases business operations or otherwise dissolves; and/or
- l. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant

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

- a. Prior to making a Substitution, the Consultant must receive the Local Agency's approval for the Substitution.

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

VI. ENFORCEMENT

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

A. The Local Agency may conduct reviews or investigations of participants as necessary. All participants on the Contract, including, but not limited to, DBE Subconsultants or Suppliers/Vendors are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information. This also includes applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet the Contract Goal.

B. If the Local Agency determines that a Consultant, Subconsultant or Supplier/Vendor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Local Agency to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, the Local Agency may:

1. Refuse to count any fraudulent or misrepresented DBE/ESB participation
2. Withhold progress payments to the Consultant commensurate with the violation
3. Reduce the Consultant's prequalification status
4. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or
5. Seek any other available contractual remedy

VII. CONTRACT CLOSEOUT

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

**FEDERAL HIGHWAY ADMINISTRATION (FHWA) CONTRACT CLAUSES FOR CITY OF PUEBLO
(NON CONSTRUCTION)
Updated July 2022**

PART 1. ADDITIONAL FEDERAL REQUIREMENTS (IGA at Exhibit J)

A. Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agency and their contractors or the Local Agency).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agency and the Local Agency when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall

require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91- 646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45

C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

B. Nondiscrimination. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the

Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

C. Incorporation of Provisions. The Contractor will include the provisions of the foregoing ADDITIONAL FEDERAL REQUIREMENTS (IGA at Exhibit J) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

PART 2. OMB UNIFORM GUIDANCE FOR FEDERAL PROJECTS (IGA at Exhibit M and related OMB Guidance). During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following:

1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

- employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."
2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal

entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The City must report all suspected or reported violations to the Federal awarding agency.

3. **Rights to Inventions Made Under a Contract or Agreement.** 3 If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). If applicable, Contractor agrees to the following:

Clean Air Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

Federal Water Pollution Control Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, Contractor shall be bound by it's Bidder's Certification for Debarment, Suspension, Ineligibility and Voluntary Exclusion throughout the period of the Contract.
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
7. **Domestic Preference for Procurement (C.F.R. § 200.322).** To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that Contractor may enter into.
8. **Procurement of Recovered Material (C.F.R. § 200.323).** In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:

Competitively within a timeframe providing for compliance with the contract performance

schedule.
Meeting contract performance requirements.
At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

9. Additional Provisions.

Access to Records. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the federal fund and/or grant provider or authorized representatives access to construction or other work sites pertaining to the work being completed under the Project.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

Changes. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.

Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contract.

PART 3. CDOT PROFESSIONAL SERVICES CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS (IGA at Exhibit G).

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

Contractor agrees to be bound by and subject to this PART III. CDOT PROFESSIONAL SERVICES CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS.

I. DEFINITIONS

B2GNow. Web based platform utilized by CDOT to track Civil Rights compliance (DBE/ESB participation) and prompt payment requirements on its contracts. The Consultant will use this platform to submit Utilization Plan(s), Subconsultant and Supplier/Vendor information on the Contract.

CDOT Civil Rights. The CDOT Civil Rights office that assist with the contract and prompt payment requirements on contracts. This can be in either the region or headquarters.

Civil Rights and Business Resource Center (CRBRC). CDOT's Civil Rights office at Headquarters.

Commercially Useful Function (CUF). Responsibility for the execution of work by actually performing, managing, and supervising the work, as described in 49 CFR Part 26.

Commitment. A portion of the Contract designated by the Consultant for participation by DBE firms. The DBE firm(s) are included in the proposal team for participation to meet the Contract Goal. Commitments must identify the work to be performed by the DBE and include the percentage of the contract committed to each DBE firm. Commitments are measured at the end of the contract and are calculated by the actual payments to a DBE firm divided by the total payments made under the Contract.

Contract. Agreement between the Local Agency and the Consultant, whereby the Consultant will be compensated in exchange for providing Professional Services and ancillary services. For purposes of this document, the term "Contract" refers to an individual, executed Task Order for an On-Call Agreement or a Master Contract (overarching agreement) for Project-Specific and Program-Specific Agreements.

Contract Goal Percentage. The percentage of the Contract established by CDOT for reasonable participation by DBEs and stated in the invitation for consultant services.

Consultant. Contractor whether designated as engineer, consultant or otherwise who has entered an agreement with Local Agency pursuant to which mandatory federal and state contract provisions have become applicable including the requirements of this Part III.

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

Emerging Small Business (ESB). A CDOT certified Emerging Small Business firm listed on the ESB Directory at www.coloradoesb.org.

Good Faith Efforts (GFE). All necessary and reasonable steps to secure the necessary Commitments to meet the Contract Goal or other requirements of this contract, which by their scope, intensity, and appropriateness to the objective could reasonably be expected to fulfill the contract requirement. Guidance on Good Faith Efforts to meet the Contract Goal is provided in 49 CFR Part 26, Appendix A.

Local Agency. Pueblo, a municipal corporation.

Professional Services. The practice of architecture, engineering, professional land surveying, landscape architecture, and industrial hygiene as defined in Colorado Revised Statutes (CRS) 24-30-1402 and 48CFR Part 2.

Reduction. Reduction occurs when the Consultant reduces a Commitment to a DBE. A Reduction is a partial Termination.

Subconsultant. An individual, firm, corporation or other legal entity to whom the Consultant sublets part of the contract. For purposes of these requirements, the term Subconsultant includes Suppliers/Vendors.

Substitution. Substitution occurs when a Consultant seeks to find another certified DBE firm to perform work on the contract as a result of a Reduction or Termination.

Termination. Termination occurs when a Consultant no longer intends to use a DBE firm for fulfillment of a Commitment. This includes, but is not limited to, instances in which a Consultant seeks to perform work originally designated for a DBE Subconsultant with its own forces or those of an affiliate, a nonDBE firm, or with another DBE firm.

Utilization Plan (UP). The documentation of Subconsultant and Supplier/Vendor participation on the awarded Contract. The Utilization Plan details all Subconsultants and Suppliers/Vendors included as part of the proposal team and Commitments by percentage made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.

Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2. A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc.) and would not be overseen by a licensed engineer.

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

II. NONDISCRIMINATION AND SUBCONTRACTING REQUIREMENTS

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

- A. *Non-discrimination.* The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not

participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- B. *Civil Rights Act of 1964 Title VI*. CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- C. *Consultant Assurance*. By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:
- Withholding monthly progress payments
 - Assessing sanctions
 - Liquidated damages
 - Disqualifying the consultant from future bidding as non responsible
- D. *Prompt Payment*. Payments to all Subconsultants shall be made within seven (7) calendar days of receipt of payment from the Local Agency, or no later than ninety (90) calendar days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. The Local Agency will assist in enforcing the Civil Rights Requirements outlined above as well as prompt payment as outlined in 49 CFR, Part 26. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify the Subconsultant no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include failure to timely submit an invoice or to deposit payments made. The Consultant shall electronically submit prompt payment audit reports in B2GNow by the fifteenth (15th) of each month through the B2GNow software. If no payment has been made, the Consultant shall document this in the prompt payment audit reporting.
- E. *Subcontract Terms*. Parts A-D of this section shall be included in all subcontracts or other agreements for the performance of work on the contract.

III. CONTRACT COMMITMENT

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

- A. *Affidavit of Small Business Participation*. The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. CDOT's *Affidavit of Small Business Participation* form must be submitted with the Consultant's statement of

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

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

- contract amount, location and time frame
- e. Any other factors that may be pertinent to the factual circumstances

If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.

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

IV. ELIGIBLE DBE PARTICIPATION

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

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

defined portion of the work that the DBE performs with its own forces may count toward the Goal

- b. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT

C. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.

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

V. UTILIZATION PLAN MODIFICATIONS

- A. *Reduction, Substitution, Termination.* Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of

Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without the Local Agency's approval. Consultants may request modification approval to the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's Professional Services DBE Participation Plan Modification Request form.

1. *Notice to Subconsultant.* Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice and advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's proposed action should not be approved. If required as a matter of public necessity (e.g., safety), the Local Agency may waive or reduce the period to respond. The DBE firm may also voluntarily waive the response period.
2. *Good Cause Requirement.* A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:
 - a. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE
 - b. Failure or refusal by the DBE to execute a written contract
 - c. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants
 - d. The DBE fails to meet reasonable, nondiscriminatory insurance requirement
 - e. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness
 - f. The DBE is ineligible to work because of suspension or debarment proceedings or other state law
 - g. The DBE is not a responsible Consultant
 - h. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal
 - i. The listed DBE is ineligible to receive credit for its participation
 - j. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform
 - k. The DBE ceases business operations or otherwise dissolves; and/or
 - l. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant
3. *Good Faith Effort Requirement.* When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find a Substitution up to the Contract Goal for the DBE whose Commitment has been Terminated or Reduced, Substitutions do not have to be in the same type of work that was Terminated or Reduced.

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

VI. ENFORCEMENT

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

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

VI. CONTRACT CLOSEOUT

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

ADDITIONAL INFORMATION FOR AGREEMENT

Required Forms for CDOT (Submitted with Consultant's Proposal)

Registration with SAM.gov

Certificate of Good Standing

Colorado PERA Questionnaire

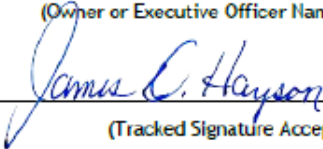
Insurance Certificate(s)

REQUIRED FORMS – MUST BE SUBMITTED WITH ALL BIDS

**Colorado Department of Transportation
 AFFIDAVIT OF SMALL BUSINESS PARTICIPATION**

Project Description 22-041 RFO Design and Engineering for Adams and Jackson Roundabout		Contract NTE \$ DBE Contract Goal % 0 %	
SECTION 1. CONSULTANT INFORMATION			
Prime Consultant Short Elliott Hendrickson Inc (SEH@)		Consultant is an ESB ☐	
Compliance Contact Name James Hayson, PE / Principal		Consultant is a DBE ☐	
Email jhayson@sehinc.com	Address 503 North Main Street, Suite 225, Pueblo, Colorado 81003-3138	Phone 719.423-7403 BZGNow Vendor #	
SECTION 2. DBE PARTICIPATION PLAN			
Fill in All Lines: * The consultant is committing to <u>0</u> # of DBE firm(s) not teamed with in the past 2 years (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section). * The consultant is committing to approximately \$ <u>0.00</u> of DBE participation based on NTE \$. * The consultant is committing to approximately <u>0</u> % DBE goal based on the NTE \$.			
The Prime Consultant shall submit a Professional Services Commercially Useful Function Questionnaire for every DBE on this contract that provides work or provides supplies whose participation counts toward the DBE contract goal for this contract.			
All DBE firms (Subconsultants, Supplier/Vendors, Prime if self performing)	Work Descriptor (i.e. survey, testing)	NEW DBE Teaming Partner?	ONLY for Project/Program Specific RFP/SOLs Approximate % of Participation
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
If more DBE subs/suppliers vendors, add additional sheet			

Colorado Department of Transportation AFFIDAVIT OF SMALL BUSINESS PARTICIPATION

SECTION 3. ESB PARTICIPATION PLAN				
Fill in All Lines: * The consultant is committing to <u>0</u> # of ESB firm(s) not teamed with in the past 2 years (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section). * The consultant is committing to approximately \$ <u>0.00</u> of ESB participation on this RFP/SOI. * The consultant is committing to approximately <u>0</u> % ESB goal based on the ITE \$.				
All ESB firms (Subconsultants, Suppliers/Vendors, Prime If self performing) and Level	Work Areas (i.e. survey, testing)	New ESB Teaming Partner?	ONLY for Project/Program Specific RFP/SOIs Approximate % of Participation	
☐ Vendor		☐ Yes ☐ No		
☐ Vendor		☐ Yes ☐ No		
☐ Vendor		☐ Yes ☐ No		
☐ Vendor		☐ Yes ☐ No		
☐ Vendor		☐ Yes ☐ No		
☐ Vendor		☐ Yes ☐ No		
☐ Vendor		☐ Yes ☐ No		
☐ Vendor		☐ Yes ☐ No		
☐ Vendor		☐ Yes ☐ No		
☐ Vendor		☐ Yes ☐ No		
If more ESB subs/suppliers/vendors, add additional sheet				
SECTION 4. DECLARATION OF AFFIDAVIT				
By signing below the Consultant affirms the statements made in this document are true and complete: The Consultant shall make good faith efforts to meet the contract goal for each task order under the overall contract. The Consultant understands that making good faith efforts to achieve the contract goal is a condition of contract award. The Consultant understands that promised participation is a binding obligation of the contract if awarded. The Consultant attests that the information above is true and understands that a fraudulent misrepresentation or failure to make good faith efforts to meet the contract commitments or promised participation may result in the withholding of progress payments, reduction of prequalification status, referral of the matter to the Office of Inspector General of the USDOT and/or other contractual remedies.				
I, <u>James Hayson, PE / Principal</u> (Owner or Executive Officer Name AND Title)		of <u>Short Elliott Hendrickson Inc. (SEH®)</u> (Consultant Company Name)		
 (Tracked Signature Accepted)		<u>August 29, 2022</u> (Date)		
Attached with proposal (RFP) and small business plan (for scoring)				

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

Only applicable for projects exceeding \$25,000.

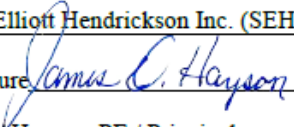
The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the US Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),"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

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

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

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

Company Short Elliott Hendrickson Inc. (SEH®) Date August 29, 2022

Authorized Signature 

Name/Title James Hayson, PE / Principal

BIDDER QUESTIONNAIRE

Business Name: Short Elliott Hendrickson Inc. (SEH®)

Business Classification – Please indicate if your firm meets any of the following categories.

☐ Small Business ☐ Disadvantaged/Minority Business ☐ Woman Owned Business
☐ Veteran Owned Business ☐ Other _____

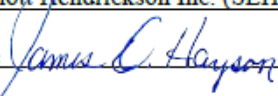
Please mark Yes or No for the following questions. A clear and concise explanation must be provided on a separate sheet(s) attached to this form for any affirmative responses.

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

	Yes	No
1. Been convicted of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract?		X
2. Been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which directly affects responsibility as a City contractor?		X
3. Been convicted under state or federal antitrust statutes arising out of the submission of bids or proposals?		X
4. Failed to perform or unsatisfactorily performed in accordance with the terms of one (1) or more contracts with public or private entities within the previous five (5) years?		X
5. Currently under suspension or debarment by the City or any other governmental entity which is based upon a settlement agreement or a final administrative or judicial determination issued by a federal, state, or local governmental entity?		X
6. Unqualified or financially unable to timely perform the work?		X
7. Unlicensed or unable to be duly licensed to perform the work on the date of the contract award?		X
8. Delinquent in making payment of any City taxes for which the tax liability has been finally determined and no further right of appeal exists?		X

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

Company Short Elliott Hendrickson Inc. (SEH®) Date August 29, 2022

Authorized Signature 

Name/Title James Hayson, PE / Principal

LOBBYING RESTRICTIONS FORM

Only applicable for projects exceeding \$100,000.

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

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

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

Company Short Elliott Hendrickson Inc. (SEH®) Date August 29, 2022

Authorized Signature James C. Hayson

Name/Title James Hayson, PE / Principal

Last updated by Leanne Rogge on Jun 01, 2022 at 02:44 PM

SHORT-ELLIOTT-HENDRICKSON INC



SHORT-ELLIOTT-HENDRICKSON INC

Unique Entity ID WRDEJMSL31N5	CAGE / NCAGE 0ERL4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jun 1, 2023	
Physical Address 3535 Vadnais Center DR Saint Paul, Minnesota 55110 United States	Mailing Address 3535 Vadnais Center DR Saint Paul, Minnesota 55110-3507 United States	

Business Information

Doing Business as S E H	Division Name (blank)	Division Number (blank)
Congressional District Minnesota 04	State / Country of Incorporation Minnesota / United States	URL (blank)

Registration Dates

Activation Date Jun 2, 2022	Submission Date Jun 1, 2022	Initial Registration Date May 23, 2001
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Jan 1, 1927	Fiscal Year End Close Date Jun 30
---	---

Immediate Owner

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

Highest Level Owner

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

Executive Compensation

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

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Last updated by Leanne Rogge on Jun 01, 2022 at 02:44 PM

SHORT-ELLIOTT-HENDRICKSON INC

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	No
EFT Indicator	CAGE Code
0000	0ERL4

Points of Contact

Electronic Business

✎ Kendall Dalton	2000 S Colorado BLVD STE 6000 Colorado Center Tower One Denver, Colorado 80222 United States
Randy Sanford	329 Jay Street STE 301 La Crosse, Wisconsin 54601 United States

Government Business

✎ Kendall Dalton	2000 S Colorado BLVD STE 6000 Colorado Center Tower One Denver, Colorado 80222 United States
Randy Sanford	329 Jay Street STE 301 La Crosse, Wisconsin 54601 United States

Past Performance

✎ Kendall Dalton	2000 S Colorado BLVD STE 6000 Colorado Center Tower One Denver, Colorado 80222 United States
Randy Sanford	329 Jay Street STE 301 La Crosse, Wisconsin 54601 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541310	Architectural Services
	541320	Landscape Architectural Services
	541340	Drafting Services
	541350	Building Inspection Services
	541360	Geophysical Surveying And Mapping Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541410	Interior Design Services
	541420	Industrial Design Services
	541430	Graphic Design Services
	541490	Other Specialized Design Services
	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services
	562910	Remediation Services

<https://sam.gov/entity/WRDEJMSL31N3/coreData?status=Active>

Page 2 of 3

10/21/22, 1:43 PM

Colorado Secretary of State - 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

Summary

Details			
Name	Short-Elliott-Hendrickson, Incorporated		
Status	Good Standing	Formation date	01/22/2001
ID number	20011014839	Form	Foreign Corporation
Periodic report month	January	Jurisdiction	Minnesota
Principal office street address	3535 Vadnais Center Drive, St. Paul, MN 55110, United States		
Principal office mailing address	3535 Vadnais Center Drive, St. Paul, MN 55110, United States		

Registered Agent	
Name	United Agent Group Inc.
Street address	155 E. Boardwalk #490, Fort Collins, CO 80525, United States
Mailing address	155 E. Boardwalk #490, Fort Collins, CO 80525, United States

[Filing history and documents](#)

[Trade names](#)

[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](#) | [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,

Short-Elliott-Hendrickson, Incorporated

is an entity formed or registered under the law of Minnesota, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20011014839.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 10/19/2022 that have been posted, and by documents delivered to this office
electronically through 10/21/2022 @ 13:42:39.

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 10/21/2022 @ 13:42:39 in accordance with applicable law.
This certificate is assigned Confirmation Number 14405256.



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 X, No _____. (If you answered "no" please proceed to signature section at bottom of this page.)

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

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

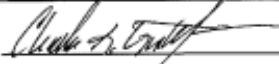
(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA 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 and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	Social Security Number
Name	Address	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: Short Elliott Hendrickson

Authorized Signature:  Title: Principal

Printed Name: Charles Gustafson Date: September 3, 2020



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$70,865.50 TO MEAD & HUNT, INC., A COLORADO CORPORATION, FOR PROJECT NO. 22-073 DESIGN AND ENGINEERING FOR BERKLEY AVENUE AND MESA AVENUE ROUNDABOUT PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Engineering Services to Mead & Hunt, Inc., for engineering design services for Berkley Avenue & Mesa Avenue Roundabout Project, No. 22-073. Mead & Hunt, Inc., was determined to be the most responsible bidder and will be awarded a contract in the amount of \$70,865.50.

PREVIOUS COUNCIL ACTION:

The 2022 budget was approved on November 22, 2021, Ordinance 10050, created Project CI2204, Street Rehabilitation, in the amount of \$7.8 million dollars.

BACKGROUND:

In August 2022, the City of Pueblo solicited Requests for Proposals for design and engineering services for the Berkley Avenue and Mesa Avenue Roundabout Project. After reviewing the proposals, Mead and Hunt, Inc., was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$70,865.50 will be paid from CI2204 – Street Rehabilitation Project.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in the City of Pueblo being unable to proceed with the design of the Berkley Avenue and Mesa Avenue Roundabout Project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 22-073 Mead Hunt Agreement for Berkley Mesa Roundabout

RESOLUTION NO. 15042

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$70,865.50 TO MEAD & HUNT, INC., A COLORADO CORPORATION, FOR PROJECT NO. 22-073 DESIGN AND ENGINEERING FOR BERKLEY AVENUE AND MESA AVENUE ROUNDABOUT PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, proposals for Project No. 22-073 Design and Engineering for Berkley Avenue and Mesa Avenue Roundabout Project, have been received and examined; and

WHEREAS, the proposal by Mead & Hunt, Inc., was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 22-073 Design and Engineering for Berkley Avenue and Mesa Avenue Roundabout to be performed, and the contract for said services is hereby awarded to Mead & Hunt, Inc., in the amount of \$70,865.50.

SECTION 2.

Funds for said Agreement shall be paid from Project No. CI2204 – Street Rehabilitation.

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

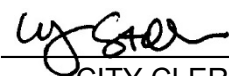
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN CITY OF PUEBLO AND MEAD AND HUNT, INC.

THIS AGREEMENT ("Agreement") made and entered this ____ day of November, 2022 by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner" or "City") and Mead and Hunt, Inc., a Wisconsin Corporation registered to do business in the State of Colorado (hereinafter "Engineer"), a professional engineering firm for Engineer to render certain professional planning, design, engineering, and related services for Owner in connection with Bid 22-073 RFP Design and Engineering for Berkley and Mesa Roundabout, 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

☒ - Construction Documents & Bidding Phase

☒ - 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 incidental to its work on the Project.

1.2

In performing the professional services, Engineer shall complete the work items described generally in Schedule 1 – "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 subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and

duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to 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 perform the following unless otherwise stated in Schedule 1:

- 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 one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with Owner. Owner may request additional copies as needed for no additional charge.

2.2 Preliminary Design (Schematic) Phase.

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

- 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 one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

2.3 Final Design Phase.

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

- 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 requirement therefor. Such plans and specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including drawings and specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. **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 one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

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 perform the following unless otherwise stated in Schedule 1:

- 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 Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any addenda which may be required or appropriate to correct errors, clarify drawings or specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to Owner. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2006 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 contractor for construction of the Project, Engineer shall perform the following unless otherwise stated in Schedule 1:

- 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 Schedule 1 - 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 it has inspected the Project and that to the best of its knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the drawings, specifications, and other contract documents.
- I. Subject to written concurrence by 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 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 its written objections thereto with the Engineer 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 subconsultants and subcontractors, and including designs, drawings, specifications, reports, and other services, irrespective of Owner's approval or acquiescence to same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its 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; except that 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 in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss, or injury to Engineer's employees.
- 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 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, Owner 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 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 its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's timetable for achievement of interim tasks and final completion of Project work, provided however, the Engineer will not be responsible for delays beyond its 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 its direct costs and professional time at the rates set forth in Schedule 2 - "Fee Schedule".

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 its 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 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 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 Schedule 1 – “Scope of Services” and Section 2 of this Agreement. The proposed work schedule attached as Schedule 3 may be adjusted by mutual agreement of all parties.

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 \$70,865.50 in the aggregate as set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

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 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 Schedule 2 - "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 Schedule 2 - "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 Section 2.6(g).

SECTION 6. TERMINATION

6.1

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, 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.

6.2

Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer 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 Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

6.3

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 and Engineers, 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 limited to the lesser of: (a) the reasonable value of completed work to Owner, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.4

Engineer's professional responsibility for its completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS

7.1 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. In the event Owner uses the designs, drawings or specifications provided hereunder for another project independent from Project, without adaptation by Engineer, Owner shall hold harmless Engineer from all loss, claims, injury, and judgments arising from the use of such designs, drawings or specifications for such other project.

7.2 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.

7.3 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 its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph 8.2(b) below.
- B. The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:
 - 1. 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 Owner.

2. Commercial General Liability Insurance. The Engineer 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 Engineer 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. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Engineer under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.
 3. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to Owner.
 4. Comprehensive Automobile Liability Insurance. The Engineer 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. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Engineer from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Engineer.
- 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, his employees, subcontractors, and consultants.

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 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, City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO, 81003 or to the Engineer, **Mead and Hunt, Inc., 999 18th Street, Suite 2300**, Denver, CO, 80202. 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.

7.5 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 are null and void. Notwithstanding the foregoing, the terms of Bid 22-073 RFP Design and Engineering for Berkley and Mesa Roundabout are hereby incorporated herein, and Engineer 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 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 it without the written consent of the Owner. 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.

7.7 Amendments.

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

7.8 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.

7.9 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.

7.10 Severability.

If any provision of this Agreement, except for Section 2.6, 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 2.6 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.

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 Engineer shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

7.12 Additional Requirements on Federally or State Funded Agreements.

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

7.13 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 Public Works whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, 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 its work under this Agreement.

SECTION 9. SCHEDULES

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

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

Schedule 2 - "Fee Schedule" consisting of 1 page.

Schedule 3 - "Work Schedule" consisting of 1 page.

Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 10 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 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.

SECTION 11. COMPLIANCE WITH IMMIGRATION REFORM

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

SECTION 12. PERA LIABILITY

The Engineer 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 Engineer shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

SECTION 13. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (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.

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

MEAD AND HUNT, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Ziad Sabra, Vice President

Attest _____
Marisa Stoller, City Clerk

[S E A L]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM

Dan Kogovsek, City Attorney

Attachments: Schedule 1 Scope of Services
Schedule 2 Fee Schedule
Schedule 3 Work Schedule
Schedule 4 Identification of Personnel, Subcontractors, and Task Responsibility
Additional Information

SCHEDULE 1

Scope of Services

Excerpt from Request for Qualification dated August 8, 2022, Section 3

2.3 Scope of Service

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

2.3.1 Preliminary Design Phase

- Perform fieldwork (geotechnical testing, etc.) as required to provide the complete design. Survey will be provided prior to the start of design.
- Consult with City and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study Report on the Project.
- Prepare preliminary design plans (considered as 30% complete relative to final design) that adequately represent the design intent of a single lane roundabout that will accommodate transit buses and fire apparatus.
- 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.
- Prepare and submit to Owner a requirements checklist of any right-of-way acquisition, easements, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- 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.
- 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.
- Consultant shall provide the research necessary to determine the right-of-way.
- Provide detailed identification for land acquisitions, temporary and permanent easements and provide legal descriptions and exhibits for acquisitions, if required. This cost should be provided as a separate line item and will be added to the contract if required.
- Provide coordination with all applicable agencies as required (City Departments, adjacent property owners, utility companies, etc.).
- Allow a minimum two (2) full weeks for City staff review.
- Consultant shall furnish one (1) electronic copy of each above referenced submittal document to Owner for Owner's use
- Coordinate a Field Inspection Review (FIR) meeting with the City staff to review the design plan comments
- Incorporate review and FIR comments into documents after the FIR Meeting.
- Prepare for and host one (1) public information meeting.

2.3.2 Final Design Phase

- Perform final engineering and site design. Consultant shall include plans and profile, sections, storm water plans, and related work (including all incidentals).
- 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.
- 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.
- Based upon Consultant's customary and usual professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.
- Consultant shall furnish one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.
- Allow a minimum two (2) full weeks for City staff review.
- Coordinate a 90% Final Office Review (FOR) meeting with the City staff to review the design plan comments.
- Incorporate review and FOR comments into documents after the FOR Meeting.

2.3.3 Preparation of Contract Documents and Bidding Phase

- 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.
- Provide electronic files of drawings to the City in AutoCAD format.
- Provide design drawings and specifications in both Microsoft Word and Adobe PDF formatting.
- Provide final cost estimate and bid tabulation in Microsoft Excel format.
- Attend a pre-bid construction conference with bidders and City to discuss project requirements.
- 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 Consultant's advice.

2.3.4 Construction Services Phase

Provide all services necessary to provide post construction award services (PCAS) to include but not limited to the following:

- Assist with resolution of critical construction issues as needed in an "on call" capacity (estimate 20 hours)
- Attend specific construction issue meetings on an on-call basis (estimate 20 hours)

2.4 Project Implementation

- 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.
- Cost overages during the project must be pre-authorized and obtain written approval of the City's Project Manager.

SCHEDULE 1 CONTINUED

Excerpt from Consultant Proposal dated September 6, 2022, pages 37-40

PROJECT APPROACH

THE MEAD & HUNT DIFFERENCE

UNDERSTANDING

Mead & Hunt understands the City of Pueblo's needs to evaluate and design a new roundabout at the controlled two-way stop intersection of Berkley Avenue and West Mesa Avenue. Both streets are designated as local streets and bicycle routes, with no proposed changes identified in the City Bicycle and Pedestrian Master Plan. Located in the mostly residential State Fair neighborhood, the intersection is just east of the Colorado State Fairgrounds, and one block north of the major arterial of West Northern Avenue. Just 250 yards to the west on West Mesa Avenue lies Columbian Elementary School while Berkley Avenue is served by Pueblo Transit Route #4.

Mead & Hunt knows that a new single lane roundabout intersection needs to consider many conditions. These include accounting for storm drainage, incorporating safe pedestrian facilities, accommodating larger vehicles such as buses, delivery trucks and fire department vehicles, managing vehicular speeds, limiting any utility impacts, accounting for nearby land uses (e.g. Columbian Elementary School and the Colorado State Fairgrounds), and considering maintenance challenges.

PROJECT APPROACH

The Mead & Hunt approach consists of four phases: preliminary design, final design, contract documents and bidding, and construction services. Within these phases, our scope of work will include the following tasks:

PRELIMINARY DESIGN PHASE

TASK 1: KICK-OFF MEETING, PRELIMINARY SITE ANALYSIS, AND BASE MAPPING

Kick-off Meeting and Design Objectives: Mead & Hunt will schedule a kick-off meeting to discuss data collection efforts, project schedules and key milestone deliverables, project objectives, and general design concept. At this meeting we will request and review data needs including previous studies, traffic data, crash data, and GIS data. In addition, we will discuss the project design objectives including driveway access needs, design vehicles, known constraints such as right-of-way and major utilities, multimodal accessibility, and preferred operational objectives.

FIELD INVENTORY

In order to thoroughly document existing conditions and obtain data needed for base mapping, Mead & Hunt will also perform a comprehensive field-review of the existing intersection and adjacent roadway. Characteristics that will be photographed, measured, and recorded include, but are not limited to:

- Pedestrian and bicycle infrastructure
- Transit Routes and Stops
- Geometric features (curb radii, horizontal and vertical curvature)
- Traffic controls (signing and pavement markings)
- Lane configurations and widths
- Pavement quality
- Sight distances
- Posted speed limits
- Lighting / Illumination
- Drainage / Environmental features
- Major Utilities

AUTOCAD BASE MAPPING

Mead & Hunt will prepare base mapping in CAD format for the study intersection, incorporating aerial imagery, field measurements and any survey data provided by the City. To accurately layout the base map, Mead & Hunt will identify right-of-way boundary markers and coordinate with the City to produce an accurate parcel map of the study area.

105 West will obtain subdivision plats, land survey plats, and vesting deed information for four (4) parcels along the project corridor. Based on this information, 105 West will survey a combination of aliquot land corners and property evidence associated with the adjoining parcel deeds and prepare a preliminary ownership / right-of-way map for the subject intersection.

TASK 1 DELIVERABLES:

- Kick-off meeting agenda and notes (PDF)
- A base plan illustrating the following features (AutoCAD and PDF):
 - Roadway edges and centerlines
 - Non-motorized infrastructure (sidewalks and bicycle facilities)
 - Pavement markings (lane assignments and width)
 - Traffic control devices
 - Building footprints
 - Access points (driveways)

- Right-of-way and parcel lines
- Project benchmarks
- Major utilities

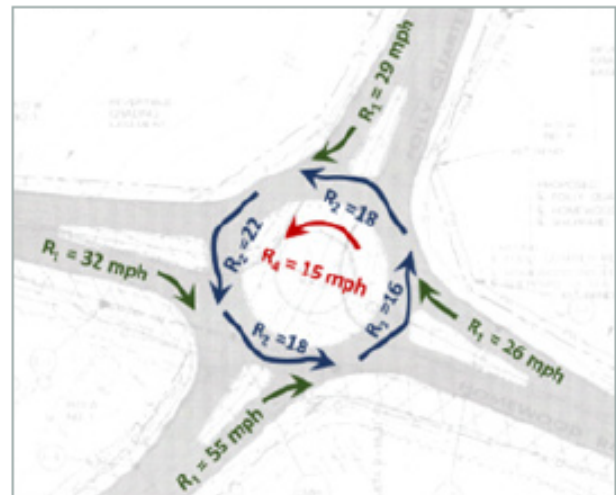
TASK 2: PRELIMINARY DESIGN OF A SINGLE LANE ROUNDABOUT AT BERKLEY AVENUE AND WEST MESA AVENUE

Mead & Hunt will prepare preliminary design of a single lane roundabout at 30% completion. Designs and plans will follow CDOT format and comply with the current versions of the Public Right-of-Way Accessibility Guidelines (PROWAG), CDOT Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and City of Pueblo Standard Construction Specifications and Standard Details as applicable.

30% DESIGN

Mead & Hunt will perform preliminary engineering of the recommended improvements to include general details of construction, a layout of all recommended improvements, and a phasing plan to implement the improvements in a logical order. We will consider site and street lighting, and improved pedestrian and bicycle accommodations, as part of our design. The steps to complete 30% design include:

- Prepare a title sheet with general notes to be approved and signed by the reviewer
- Prepare Typical Sections
- Roadway Pavement Details: Prepare standard roadway pavement details and notes.
- Prepare Roadway Design: The proposed improvements will include the roundabout circulating roadway, approach tapers, splitter islands, new curb and gutter, ADA ramps, sidewalk/ bike lanes, and grading limits. Plans will show storm drain layout.
- Prepare preliminary roadway design model and develop proposed cross sections and grading
- Develop roadway plans (20 scale) with the existing topo features, proposed improvements, horizontal alignment, and construction notes on the plans.
- Prepare roadway profiles
- Right-of-way needs, including limits of disturbance, grading and temporary and permanent easements will be identified and quantities calculated
- Incorporate any proposed sidewalk design plans. Any modifications to pedestrian crossing infrastructure (e.g. ADA ramps, crosswalks, pedestrian activated beacons, sidewalk locations and connections, etc.) will be incorporated in the design to ensure a safe pedestrian crossing
- Incorporate subsurface utility engineering report and drawings provided by the City and identify any relocation or vertical adjustment to existing public utilities



ROUNDABOUT SPEED AND DEFLECTION ANALYSIS

Pavement Marking and Signage: We will prepare the pavement marking and signage plans and index of quantities sheet. These will indicate the speed reduction areas and location of all roundabout signage and advanced intersection signage.

Landscaping: The design will incorporate appropriate landscaping treatments for the center island including considerations of sight distance, maintenance, minimal water requirements, and native species. A future irrigation sleeve will also be incorporated into the design.

Preliminary Cost Estimate: Tabulate construction quantities and develop a construction cost estimate. This will include a detailed unit cost summary for the various improvements and will include contingencies, construction observation, and oversight costs.

Specification Outline: Mead & Hunt will prepare an outline of the expected specifications necessary for the City to use in obtaining competitive bids for the work.

Preliminary Design Drawings: Mead & Hunt will submit the 30% plans submission drawings to the City for review. Mead & Hunt will address comments within preliminary engineering scope as mentioned in the 30% design scope above.

Mead & Hunt will clearly identify needed permits and impacts on right-of-way and utilities including relocation or vertical adjustments of all utilities. This assumes Mead & Hunt will be provided a Subsurface Utility Engineering

(SUE) report and drawings(s) of the existing utilities within the selected final design study area.

TECHNICAL MEMORANDUM

Mead & Hunt will prepare a draft technical memorandum that can be transmitted to the City of Pueblo, and the general public. The report will summarize the final design criteria, geometric design features, and costs and impacts associated with the proposed roundabout design for all modes, recommended improvements, and needed mitigations.

The report will document methodologies and assumptions utilized in developing the proposed recommendations and concept designs including vehicle paths, turning templates, entry angles, sight distance, and visibility angles. The draft memorandum will include technical analysis, findings, graphics, tables, charts, drawings, and calculations. Mead & Hunt will address comments on the draft memorandum, and incorporate all changes into a final memorandum and plan set. All memos will be delivered in electronic PDF format and original Microsoft Office format. Mead & Hunt will also deliver all CAD files of all designs and drawings, as well as all reference files, as requested.

FIELD INSPECTION

Review Meeting: Mead & Hunt will schedule a Field Inspection Review Meeting to review the 30% design documents. We will prepare point-by-point responses to 30% design review comments.

Post 30% Design Review Plans: Mead & Hunt will revise design plans per 30% Field Inspection Review comments related to geometrics and grading and submit revised 30% design plans.

Public Information Meeting: Mead & Hunt will schedule and conduct one (1) in-person public information meeting. The meeting location is assumed to be provided by the City. Up to two (2) members of the design team will attend the meeting.

TASK 2 DELIVERABLES:

- Initial 30% Design Plans (including but not limited to) (PDF):
 - Title Sheet
 - Typical Sections
 - Roadway Pavement Details
 - Roadway plans & profiles



ROUNDBABOUT 3D VISUALIZATION OF A PROPOSED ROUNDBABOUT CAN BE USED TO SHOW PROPOSED ENTRY VIEWS AND ANGLES

- Pavement Marking and Signage
- Quantities and preliminary Cost Estimate (PDF)
- List of needed permits and impacts on right-of-way and utilities (PDF)
- Field Inspection Review Meeting Agenda & Notes (PDF)
- Point-by-point response to 30% design review comments (PDF)
- Post-30% Design Review Meeting Plans (PDF)
- Public Information Meeting Agenda, Exhibits and Notes (PDF)

TASK 3: LAND ACQUISITIONS (OPTIONAL TASK)

If authorized, Mead & Hunt will provide detailed identification, description, and exhibits of land acquisitions, and descriptions of up to four (4) easements required to accommodate the preliminary single lane roundabout design.

TASK 3 DELIVERABLES:

- Exhibits identifying required land acquisitions and easements adjacent to the intersection of Berkley Avenue and West Mesa Avenue. (PDF)

FINAL DESIGN PHASE

TASK 4: FINAL DESIGN OF A SINGLE LANE ROUNDBABOUT AT BERKLEY AVENUE AND WEST MESA AVENUE

90% DESIGN

Mead & Hunt will advance the design elements and plans identified in Task 2 to 90% level.

90% Specifications: Mead & Hunt will prepare the specifications as described below. The documents will meet current versions of the City of Pueblo Standard Construction Specifications as applicable.

- Bidding and Contract Documents
- General Provisions



39TH AND CANTERBURY SINGLE LANE NEIGHBORHOOD ROUNDABOUT DESIGN PLAN

- Technical Specifications

90% Cost Estimate: Update the construction quantities and develop a construction cost estimate based on the 90% design documents. This will include a detailed unit cost summary for the various improvements and will include contingencies, construction observation, and oversight costs.

90% Design Review Meeting: One (1) member of the design team will attend an in-person 90% Design Review meeting with City staff. The purpose of the meeting is to explain the 90% design in preparation for the City's review.

90% Final Office Review (FOR): One (1) member of the design team will attend an in-person FOR meeting with City staff. The purpose of the meeting is to receive feedback from the City's review of the 90% design documents.

TASK 4 DELIVERABLES:

- 90% Plans, Specifications and Cost Estimate (PDF)
- 90% Design Review Meeting Agenda and Notes (PDF)
- FOR Meeting Agenda and Notes (PDF)
- Exclusions: lighting design and utility relocation design are excluded from this scope and fee but can be added upon the City's request

CONTRACT DOCUMENTS AND BIDDING PHASE

TASK 5: CONSTRUCTION DOCUMENTS FOR A SINGLE LANE ROUNDABOUT AT BERKLEY AVENUE AND WEST MESA AVENUE

CONSTRUCTION DOCUMENTS

Based on comments received at the FOR meeting, Mead & Hunt will update the plans and specifications to bid set versions.

Pre-Bid Conference: Mead & Hunt will schedule and conduct one (1) in-person pre-bid conference with potential contractors and the City to review the project and answer questions. The meeting location is assumed to be provided by the City. Up to two (2) members of the design team will attend the meeting. Mead & Hunt will prepare the meeting agenda and minutes, and up to two (2) 24"x36" exhibits to illustrate the project.

Bid Evaluation: Mead & Hunt will consult with and make recommendation(s) to the City regarding bids received.

TASK 5 DELIVERABLES:

- Bid Set Version of Plans (one 24"x36" hard copy, AutoCAD and PDF)
- Bid Set Version of Specifications (one hard copy, MS Word and PDF)
- Final Cost Estimate (MS Excel)
- Pre-bid Conference Agenda and Minutes (PDF)
- Pre-bid Conference Exhibits (hard copy)

CONSTRUCTION SERVICES PHASE

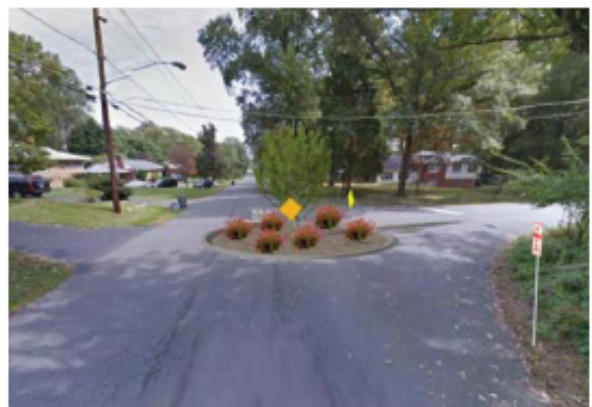
TASK 6: CONSTRUCTION SERVICES FOR A SINGLE LANE ROUNDABOUT AT BERKLEY AVENUE AND WEST MESA AVENUE

On-call Construction Consultation: Mead & Hunt will consult with the City for up to twenty (20) hours during the construction contract duration of the project.

Construction Meetings: Mead & Hunt will spend up to twenty (20) hours attending construction meetings.

TASK 6 DELIVERABLES:

- None



RENDERING OF A SINGLE LANE ROUNDABOUT ON A CONSTRAINED SITE

SCHEDULE 2 Fee Schedule

Submittal from Consultant, Negotiated Fees dated October 5, 2022

PROPOSED FEE SCHEDULE

1.9 PROPOSED FEE SCHEDULE

TASK	LABOR CLASSIFICATION				Subtotal Hours	Subtotal Fees	Total Fees
	Project Manager	Civil Engineer	Engineering Technician	Administrative Assistant			
	\$180.00	\$156.00	\$143.00	\$108.00			
Task 1: Kick-Off, Preliminary Site Analysis					28		
Prepare and attend kick-off meeting	4	4			8	\$1,344.00	
Field inventory and base plan development		8	12		20	\$2,964.00	\$4,308.00
Task 2: Preliminary Design					124		
Access requirements/ design vehicle, pedestrian and bicycle needs	1	4			5	\$804.00	
Prepare preliminary plans	6	20	32		58	\$8,776.00	
Specifications and technical design report	2	10			12	\$1,920.00	
Utility and ROW documentation (105 West)					0	\$7,920.00	
Preliminary cost estimate	1	6			7	\$1,116.00	
FIR meeting	5	5			10	\$1,680.00	
Agency coordination	2	4		4	10	\$1,416.00	
Public informational meeting	4	4	8	6	22	\$3,136.00	\$26,768.00
Task 4: Final Design Phase					171		
Roadway plans		4	16		20	\$2,912.00	
Roadway profiles		4	16		20	\$2,912.00	
Drainage plans		24	8		32	\$4,888.00	
Landscaping plans		2	8		10	\$1,456.00	
Cross sections		8	24		32	\$4,680.00	
Finalize design plans	4	8	12	2	26	\$3,900.00	
Submit design plans and present	5				5	\$900.00	
Update technical design report	1	4		2	7	\$1,020.00	
Cost estimate	1	6		2	9	\$1,332.00	
FOR meeting	5	5			10	\$1,680.00	\$25,680.00
Task 5: Construction Documents					45		
Provide stamped drawings	2	4	16	2	24	\$3,488.00	
Final cost estimate	1	2		2	5	\$708.00	
Specifications	1	6			7	\$1,116.00	
Attend pre-bid conference	5				5	\$900.00	
Review bids	4				4	\$720.00	\$6,932.00
Task 6: Construction Services Phase					40		
Assist with resolution of critical construction issues		20			20	\$3,120.00	
Attend specific construction issue meetings		20			20	\$3,120.00	\$6,240.00
TOTAL	54	182	152	20	408		\$69,928.00
Direct expenses: (1,500 miles @ .625)							\$937.50
TOTAL COST							\$70,865.50
Optional task: Task 3 Land Acquisitions							
Legal descriptions and exhibits (105 West)						\$4,980.00	\$4,980.00

SCHEDULE 3

Work Schedule

Revised Schedule from Consultant dated November 8, 2022

SCHEDULE 3

Work Schedule

Berkley and Mesa Roundabout Design Schedule

Task		Nov-22		Dec-22		Jan-23		Feb-23		Mar-23		Apr-23		May-23		Jun-23
Task 1	<i>Project Kick-off, Field Inventory and Coordination</i>		★		★	▲		★		★		★		★		★
Task 2	<i>Preliminary Design Phase</i>						■	◆								
Task 4	<i>Final Design Phase</i>										■	◆				
Task 5	<i>Contract Documents and Bidding Phase</i>												■			
Task 6	<i>Construction Services Phase</i>															

★ Kickoff Meeting/ Progress Meeting

◆ FIR/ FOR Meeting

■ Deliverable

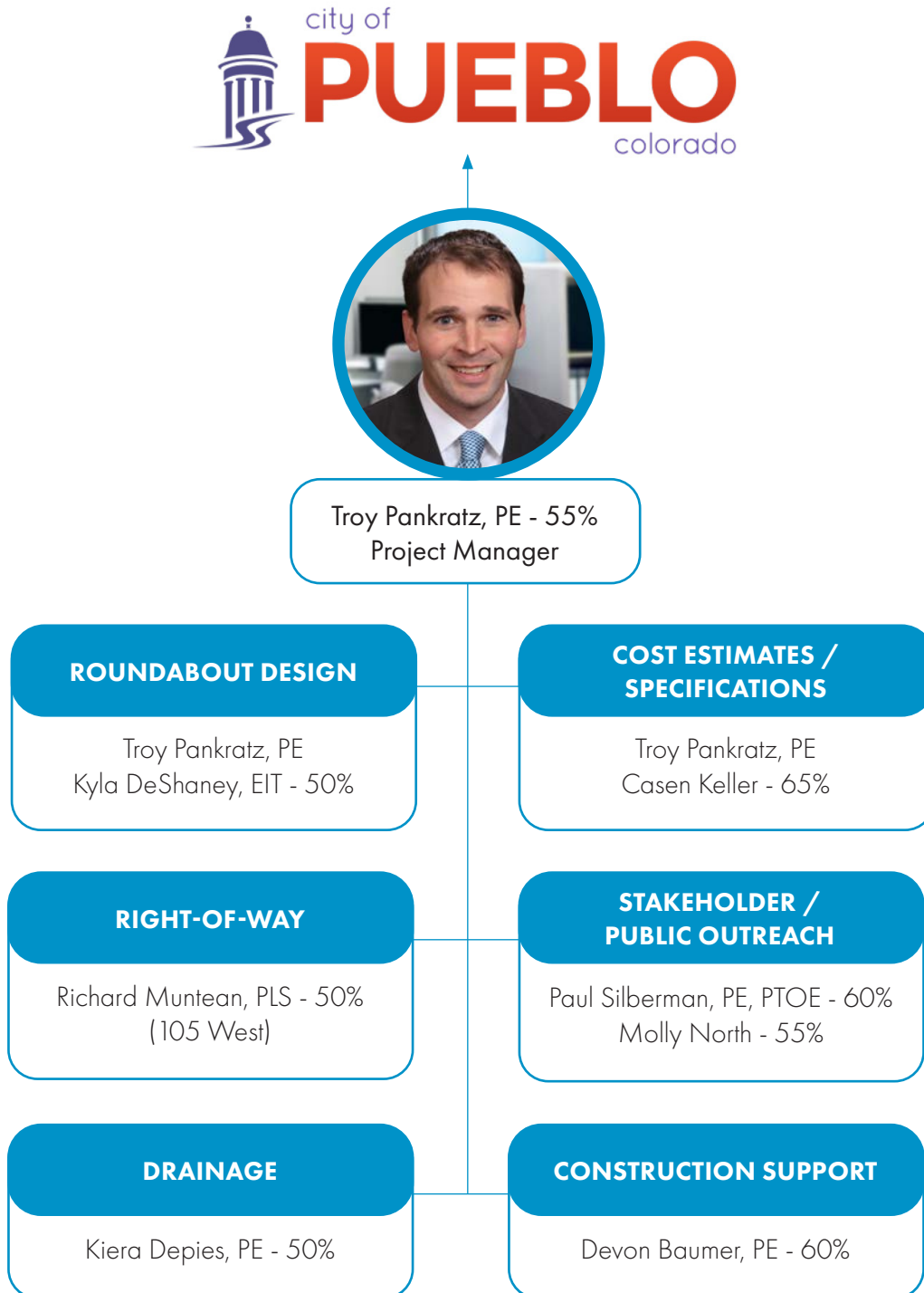
▲ Public Meeting

SCHEDULE 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal Submittal dated August 29, 2022, pages 3 - 17

ORGANIZATIONAL CHART



% DENOTES AVAILABILITY FOR CITY OF PUEBLO

RESUME



Troy Pankratz, PE

Project Manager / Roundabout Designer

Areas of Expertise

- Transportation engineering
- Roundabout analysis and design
- Project management
- Design and quality control review

Education

- BS, Civil Engineering, University of Wisconsin - Platteville, 1999

Registration/Certifications

- Licensed Professional Engineer – Colorado (#41504)
- WisDOT Level 3 Roundabout Designer

Memberships

- Institute of Transportation Engineers (ITE)

Training and Seminars

- PSMJ Project Manager Boot Camp
- Two-day Roundabout Training Course, Georgia Department of Transportation, Trainer

Presentations

- SCAPWA, "What to Look for When Reviewing a Roundabout", June 15, 2021
- SCLTAP, "Roundabout Design Checks", May 19, 2021
- IDOT/ACEC Lunch and Learn, "Roundabout Design Checks", March 19, 2021
- Transportation Research Board International Roundabout Conference, 2014; "Design Considerations for 5 and 6 Leg Roundabouts"
- Institute of Transportation Engineers, 2012; "The Art of Roundabout Design"

Troy has 18 years of experience managing roundabout projects including roadway and traffic design. He specializes in the geometric design of high-capacity roundabouts with complex geometry and multiple roundabout corridors. He is a certified Level III Roundabout Designer, the highest-level certification from the Wisconsin Department of Transportation (WisDOT), honored by various agencies throughout the nation. Troy has been the primary designer of more than 150 roundabouts. His involvement from start through final plans allows him to implement proper modern roundabout design principles and best practices. In addition to primary design, Troy has been involved in over 200 roundabouts in a peer reviewer or advisor capacity, and is familiar with Colorado Department of Transportation (CDOT), FHWA, AASHTO, ITE and MUTCD guidelines.

PROJECT EXPERIENCE

US 6, Lake Dillon Drive, and Evergreen Road Roundabout, Town of Dillon, Colorado

Mead & Hunt is preparing an intersection evaluation study to achieve several objectives for the Town of Dillon to improve the intersection of US 6 / Lake Dillon Drive / Evergreen Road. The objectives include: safety improvement for vehicular traffic, pedestrian and cyclist accommodation and safety, accommodate additional development traffic, and improve overall aesthetics of the area. Troy has prepared several design alternatives including a five-leg roundabout and various double roundabout layouts. A three-dimensional rendering of the intersection concept has been prepared with traffic simulation to demonstrate how the intersection would operate and fit into the surrounding terrain and infrastructure. Troy is currently preparing the preliminary design of the selected alternative: a pair of two-lane roundabouts nestled within this constrained environment.

24 Road and G Road Roundabout, City of Grand Junction, Colorado

Troy provided design services to conduct an intersection traffic analysis and develop the horizontal design layout for a multi-lane roundabout. The proposed roundabout helps to reduce travel speeds and facilitate safe interaction of vehicles. The lower intersection speeds improve mobility for pedestrians and cyclists, and improve safety for roadway users accessing the adjacent park. Troy also worked with City engineering staff to provide design oversight and review services for the development of final plans for the intersection.

Brush Creek Road, Kearns Road, Wood Road Roundabout, Snowmass Village, Colorado

Troy prepared the design and operational analysis for a single-lane roundabout located at the main intersection of a ski resort community. Several roundabout layout alternatives were prepared and refined to optimize the geometry for desirable speed paths, access to local businesses and safe pedestrian crossings. A detailed comparison of variations of right-turn geometry was con-

RESUME CONTINUED

Additional Roundabout Projects

Colorado:

- SH 340 and Redlands Pkwy Roundabout
- US 34 and MacGregor Ave. Roundabout
- I-70 / Simba Run Underpass Roundabouts
- CO 133 and Main Street Roundabout
- CO 133 and Crystal River Development
- Willits Lane and East Valley Road Roundabout

Nationwide:

- IH 94 CTH T, Wisconsin Department of Transportation (WisDOT), St. Croix County, Wisconsin
- GA E Cherokee Drive Gaddis Road Roundabout (Sub to American Engineers, Inc.), Cherokee County, Georgia
- GA Forsyth County Roundabout Three Intersections (Sub to American Engineers, Inc.), Forsyth County, Georgia
- Lacy Road and Research Park Drive, City of Fitchburg, Fitchburg, Wisconsin*
- WIS 164 and County Road Q, WisDOT Southeast Region, Washington County, Wisconsin *
- US 53 and WIS 48, WisDOT, Rice Lake, Wisconsin
- Lacy Road and Haight Farm Road/Lacy Road & East, Cheryl Parkway, City of Fitchburg, Fitchburg, Wisconsin*
- Elk Run Interchange, Minnesota Department of Transportation, Pine Island, Minnesota*
- Safety Study, CLE- 131 / 132, Ohio Department of Transportation, District 8, Clermont County, Ohio
- Roundabout Peer Review – Various Locations, Franklin County Engineer's Office, Franklin County, Ohio*
- Roundabout Consultation and Design Services, City of Fitchburg, Fitchburg, Wisconsin

*indicates work performed while Troy was with another firm

ducted, including an analysis of operational performance variations. RODEL, ARCADY and HCS were utilized to analyze this intersection.

I-70 and Horizon Drive Interchange, CDOT, Grand Junction, Colorado

Troy conducted an interchange alternative analysis including the evaluation of several variations of roundabouts at the I-70 ramp terminals at Horizon Drive. The evaluation was initiated by the Horizon Drive Business Improvement District and the City of Grand Junction in an effort to enhance this corridor for traffic operations, safety, and aesthetics. Numerous interchange layouts were evaluated to best determine superior operations with reasonable impacts to the surrounding properties. The selected layout consisted of a four-leg roundabout and a five-leg roundabout with a realigned frontage road. Troy then led the preparation of a Minor Interchange Modification Request (MIMR), obtained CDOT approval, and assisted the City with preparation of construction plans for the interchange construction.

I-70 and I-70G Interchange, CDOT, Edwards, Colorado

Troy provided design and review services for a four roundabout interchange. The project utilizes roundabouts at the ramp terminals, and at the adjacent, closely-spaced frontage roads. He reviewed the region's consultant design, and provided comments which proved crucial to the successful operation of the roundabout corridor. The redesigned layout provided a significantly improved design without requiring additional right-of-way or reconstruction of the overpass structures. It also allowed for a streamlined construction phasing plan by moving the proposed roadway away from the existing roadway. Troy's involvement in this project ensured the proper implementation of roundabout technology and best practices.

I-70 Corridor Interchange Conversion Analysis and Design, CDOT, Grand Junction to Vail, Colorado

Troy was involved with the analysis and design of 27 roundabouts at 10 interchanges as CDOT converted interchanges along I-70 to roundabouts, including Horizon Drive, West Parachute, Wolcott, Edwards, East Eagle, and Eagle. Troy was instrumental in the feasibility analysis and final design for these interchanges utilizing RODEL, ARCADY and HCS. The roundabouts were designed to achieve modern operating principles within the tight constraints of the mountainous corridor, and featured closely-spaced ramp and frontage road intersections. This project was completed while Troy was employed with another firm.

I-70 Exit 114 Roundabout In-Service Review, CDOT, Glenwood Springs, Colorado

Troy was the lead designer and analyst for the existing pair of roundabouts at the East 114 Interchange. He evaluated the operation of the interchange in preparation for the SH 82 Grand Avenue Bridge replacement project, which required a traffic detour onto the Exit 114 Interchange. The evaluation provided recommendations for roundabout adjustments to improve the accommodation of detour traffic. An assessment of in-service operations was conducted, forming the basis for a detailed deficiency summary. The report provided proposed solutions to the geometric deficiencies, increasing capacity and safety. Many of the proposed adjustments were minor geometry changes and pavement markings, which resulted in significant improvement to the operating conditions.

RESUME



Paul Silberman, PE, PTOE

Stakeholder / Public Outreach

Areas of Expertise

- Roundabout feasibility studies
- Traffic safety and operations
- Roundabout design
- Public / stakeholder outreach

Education

- MS, Civil Engineering, University of Maryland
- BS, Civil Engineering, University of Maryland

Registration

- Licensed Professional Engineer – Colorado (#57017)
- Professional Traffic Operations Engineer (PTOE)

Additional Roundabout Projects

- US 1/34th Street/Perry Avenue Traffic Circle Study – Town of Mount Rainier
- Hamilton and 38th Street Single Roundabout Feasibility Study, City of Hyattsville
- Ten Oaks and Brighton Dam Roundabout Feasibility Study – Howard County DPW
- Key Highway and Light Street Multilane Roundabout Feasibility Study, Baltimore, Maryland
- Main Street Roundabout Feasibility Study – Town of Mount Airy, Maryland
- Towson Roundabout Improvement Study – Baltimore County, Maryland
- Park Circle Improvement Traffic Study – City of Hagerstown, Maryland

Paul has over 26 years of experience in transportation engineering including roundabout planning and design, corridor studies/access control plans, traffic data collection, traffic operations studies, traffic control needs evaluations, traffic safety studies, traffic impact analysis, transit operations, design of signals, signing and marking, parking studies, pedestrian and bicycle facility accessibility, transportation demand management, grant applications and management, and stakeholder, public, elected official outreach. He is versed in transportation analysis programs including Synchro, VISSIM, Transmodeler, TransCAD, ArcGIS, HCS+ as well as CDOT, ITE, NACTO, and MUTCD guidelines.

RELEVANT EXPERIENCE

US 6 / Lake Dillon Drive Roundabout Study and Design, Town of Dillon, Colorado

As project manager, Paul is responsible for traffic data collection, traffic analysis, multimodal accessibility and conceptual and final design of a double roundabout. Design efforts include topo survey, geotechnical investigation, horizontal and vertical geometry, drainage analysis, signing, marking, traffic control plans, construction cost estimates, and stakeholder, public and elected official outreach.

Horizon Drive, G Road Roundabout Feasibility Study, City of Grand Junction, Colorado

Paul serves as traffic engineer and is responsible for review of traffic analysis and concept design of a proposed roundabout to replace an existing signal.

Salt Creek Highway and Sunset Blvd Single Lane Roundabout Study and Preliminary Engineering, Town of Bar Nunn, Wyoming

As project manager, Paul was responsible for performing a roundabout feasibility analysis to address short-term and long-term roadway maintenance, traffic safety, access, and multi-modal needs. He developed geometric layout, signing and marking, ADA, quantities, cost estimates, and presented concepts to the public, Wyoming Department of Transportation, and elected officials.

CO 135 and Brush Creek Road Study Single Lane Roundabout Study and Concept Design, Gunnison County, Colorado

Paul was responsible for multimodal transportation planning including traffic data collection, traffic forecasting, traffic safety analysis, alternative development and analysis, screening and prioritization, concept design, and cost estimates. He also was heavily involved in stakeholder and public outreach including with CDOT, Mount Crested Butte and Crested Butte.

SH 82, Maroon Creek Road, and Castle Creek Road Roundabout Improvements, City of Aspen, Pitkin County, Colorado

Paul was the project manager responsible for traffic modeling and review of roundabout geometry and operations, development of geometric improvement concepts, and costs to improve traffic and transit operations. He was involved with stakeholder outreach.

RESUME CONTINUED

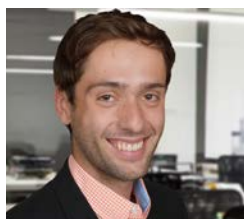
Ritchie Avenue Mini Roundabout Design, City of Takoma Park, MD

As project designer, Paul prepared preliminary design plans for sidewalk, and roadway improvements including geometric layout, cross-section, signing, marking, and traffic control. He also prepared cost estimates and developed base plans.

Robinwood Drive and Academic Blvd and Youngstown Drive Multilane Roundabout Analysis and Design – Washington County, Maryland

Paul served as project designer for the development of CAD base plans, alternatives and concept development, final design including geometric layout, signing and marking ADA, quantities and cost estimates for a redesign of this urban intersection into an roundabout.

RESUME



Devon Baummer, PE

Construction Support

Areas of Expertise

- Construction Administration
- Safety

Education

- BS, Civil Engineering, University of Colorado - Boulder, 2017

Registration/Certification

- Licensed Professional Engineer – Colorado (#59620)
- OSHA 10 Hour Construction, 2017
- Class IV Asbestos Awareness Training, 2017
- ACI Concrete Field Testing Technician – Grade 1, 2015

Memberships

- Bridges to Prosperity

Devon Baummer is a civil engineer whose duties include design in AutoCAD Civil 3D, construction observation, and project budget tracking and forecasting. Devon has experience as the Resident Project Representative (RPR) at several agencies in Colorado. He also has compiled financial summaries for a range of projects, tracking grant progress and completing reimbursement requests.

RESUME



Kyla DeShaney, EIT

Roundabout Designer

Areas of Expertise

- Transportation Planning
- Alternatives Analysis
- Preliminary Engineering
- Roadway Design
- Traffic Operations Analysis
- Cost Estimates

Education

- BS Civil Engineering, University of Iowa, 2021

Registration/Certifications

- Engineer-In-Training, Wisconsin

Additional Roundabout Projects

- 1st Street and Yellowstone Highway Intersection Improvement Study, City of Casper, Wyoming

Kyla is a Transportation Engineer with experience in CAD design, traffic data collection, traffic analysis, and preliminary engineering. Kyla has expertise in traffic observations and analysis, transportation planning, cost estimates, and alternatives analysis. She is versed in Civil3D, MicroStation, and Open Roads, ArcGIS, Illustrator, and traffic analysis software packages including SYNCHRO, SIDRA, VISTRO, and HCS.

RELEVANT EXPERIENCE

US 6 and Lake Dillon Drive Roundabout Study and Design, Town of Dillon, Colorado

As project engineer, Kyla works with traffic data collection, traffic analysis, and multimodal accessibility for the conceptual and final design of a double roundabout. Design efforts included topo survey, geotechnical investigation, horizontal and vertical geometry, drainage analysis, signing, marking, traffic control plans, and construction cost estimates.

CO 135 and Brush Creek Road Study Roundabout Study and Concept Design, Gunnison County, Colorado

Kyla served as project engineer and worked with multimodal transportation planning including traffic data collection, traffic forecasting, traffic safety analysis, alternative development and analysis, screening and prioritization, concept design, and cost estimates. The project included heavy involvement with stakeholders, and public outreach including with CDOT, Mount Crested Butte and Crested Butte.

Roundabout Planning and Design, City of Grand Junction, Colorado

As transportation engineer, Kyla developed drawings for intersection improvements to address future roadway abandonments/ connections to Salt Creek Highway, streetscaping and traffic calming. Mead & Hunt was responsible for performing a comprehensive corridor study to address short-term and long-term roadway maintenance, traffic safety, access, and multimodal needs.

CO 82, Maroon Creek, Castle Creek Roundabout Improvements, Pitkin County, Colorado

Kyla served as project engineer, and was responsible for the preliminary design of intersection improvements including bus bypass lanes/ queue jumps and shared use paths to enhance access to transit and transit service reliability.

70th Ave Multimodal Design, Adams County, Colorado

Kyla served as project engineer and was responsible for creating the base plan in Civil3D and the cross sections in Adobe Illustrator. She conducted field observations where she counted the turning movements at each intersection in the study area. Kyla also worked on identifying alternative proposed cross-sections.

RESUME



Casen Keller

Cost Estimates / Specifications

Areas of Expertise

- Cost estimating
- Specification writing

Education

- BA, Geography, Towson University, 2013

Additional Roundabout Projects

- Park Avenue Circle Improvements, City of Hagerstown, Maryland

Casen is a senior designer with experience in transportation design including roundabouts; traffic circles; feasibility studies; conceptual engineering; geometric design for cross-sections, horizontal and vertical alignment; right-of-way analysis; environmental impacts; stormwater management; pedestrian and bicycle facilities; traffic engineering design of signals; signing; lighting; traffic control plans and pavement markings; cost estimates; and contract specifications. Casen is versed in MicroStation, and AutoCAD including Civil 3D, Open Roads and Concept Station.

RELEVANT EXPERIENCE

US 6 and Lake Dillon Drive Roundabout Study and Design, Town of Dillon, Colorado

As project designer, Casen is responsible for developing existing condition base-mapping, concepts, and preliminary design plans for the proposed roundabout and gateway to nearby Town Center. Design efforts include topo survey, geotechnical investigation, horizontal and vertical geometry, drainage analysis, signing, marking, traffic control plans, and construction cost estimates.

Ritchie Avenue Mini Roundabout Design, City of Takoma Park, Maryland

Casen was the project designer, and prepared preliminary design plans for sidewalk, and roadway improvements including geometric layout, cross-section, signing, marking, and traffic control. He prepared cost estimates and developed base plans.

39th Street and Canterbury Avenue Mini Roundabout Design, Baltimore City Department of Transportation (BCDOT), Baltimore, Maryland

Casen was the project designer, and developed of CAD base plans, alternatives and concept development, final design including geometric layout, signing and marking ADA, quantities and cost estimates for a redesign of this urban intersection into an roundabout.

Main Street Roundabout Feasibility Study, Town of Mount Airy, Maryland

Casen was responsible for developing a functional layout, cost estimate and traffic analysis of a proposed new roundabout along the Main Street corridor to provide access management. He established design criteria (design vehicles, inscribed diameter, tapers, splitter and center island elevations, and approach and circulating lane widths) and prepared multiple layouts including number of circulating lanes, bypass lanes, and number of legs to minimize costs and right-of-way impacts.

City Dock / Memorial Circle Improvements, City of Annapolis, Maryland

Casen developed conceptual alternative plans for intersection improvements to enhance traffic circulation and pedestrian safety including geometric layout, cross-section, signing, marking, and traffic control. He evaluated truck turning movement templates, and prepared cost estimates and developed base plans.

RESUME



Molly North

Stakeholder / Public Involvement

Areas of Expertise

- Community engagement
- Strategic planning
- Multimodal transportation planning
- Pedestrian and bicycle facility design
- Traffic safety

Education

- MEng, Transportation Systems Focus, University of Colorado – Denver, 2019
- BA, Biological Aspects of Conservation, University of Wisconsin – Madison, 2007
- BA, French, University of Wisconsin – Madison, 2007
- BA, French, L'Université de Provence, Aix-en-Provence, France, 2005

Registration/Certifications

- League of American Bicyclists – Master Cyclist
- League of American Bicyclists – League Cycling Instructor
- League of American Bicyclists – Traffic Skills 101
- League of American Bicyclists – Youth Skills 123

Memberships

- Bicycle Colorado – Board Member
- Colorado Transportation Symposium – Steering Committee
- ASCE Symposium for Sustainable Infrastructure – Steering Committee
- Institute of Transportation Engineers
- WTS International
- Society of Women Engineers
- Eno Center for Transportation – 2018 Fellow
- Congress for the New Urbanism
- Association for Pedestrian and Bicycle Professionals

Molly is a progressive transportation leader with 12 years of experience. She is versed in multimodal transportation planning and engineering and has extensive experience in facilitation, communication, and collaboration with stakeholders, the public, and elected officials across Colorado. Molly has worked on strategic planning, pedestrian and bicycle facility design, traffic safety, funding, programming, grant applications and management, and has delivered numerous presentations to stakeholders, the public, and elected officials.

RELEVANT EXPERIENCE

Washington Street and Middle Lane Bike Lane Planning and Design City of Rockville, Rockville, Maryland

Molly served as a project engineer, and developed alternative cross-sections to retrofit protected bike lanes throughout the Town Center. She evaluated impacts and configuration to on-street parking, turn lanes, and bus stops. She also prepared the matrix of impacts as well as renderings to illustrate proposed cross-sections.

High Crash Location Analysis, Ohio Department of Transportation (ODOT), Montgomery County, Ohio

Molly served as a project engineer, and was responsible for crash report review, development of collision diagrams, identification of safety countermeasure to reduce crash rates, and severity at six intersections as part of ODOT's traffic safety program.

Co-Founder and Co-Owner, Rolling Spokes Bike Tours, Fort Collins, Colorado

Co-Founder and Co-Owner. Molly designed and implemented an innovative approach to connect the Fort Collins community to their local food. She led local tours of neighborhood chicken coops, backyard gardens, and organic farms. For this effort she received an award from the City of Fort Collins for her local, education-based, and food-centric bicycle tours. As part of running this business she composed the business structure, managed budgets, edited the website, applied for grants, and generated marketing leads.

City of Fort Collins, FC Bikes, Fort Collins, Colorado

Molly led Fort Collins to attain a Platinum Bicycle Friendly Community designation with the League of American Bicyclists. Fort Collins was only the fourth city in the country to receive this award. She coordinated with local businesses and City departments to install some of the first on-street bicycle racks in the country, replacing five diagonal car spaces with racks for approximately 125 bicycles. She also managed several funding sources, totaling approximately \$525,000 annually and prepared public relations campaigns and news releases; included serving as editor for the annual Ride! magazine, maintaining the FC Bikes web pages, and producing video campaigns about bicycle safety.

RESUME



Richard Muntean, PLS

Right-of-Way Surveyor

Areas of Expertise

- Right-of-way surveying
- Topographic design surveys

Education

- College of Business , Pennsylvania State University

Registration

- Registered Land Surveyor - Colorado (#38189)

Richard has 22 years of surveying experience in boundary, topographic, and right-of-way surveying. His expertise includes right-of-way plans, topographic design surveys, geodetic control networks, ownership maps, data processing and project management. Richard is recognized in his profession as a leading software authority with expertise in AutoCAD Civil 3D, MicroStation, and Trimble Business Center.

RELEVANT EXPERIENCE

16th Street Mall Alternative Analysis & Environmental Clearance, City and County of Denver, Denver, Colorado

As the responsible surveyor in charge, Richard met and coordinated survey efforts with the appropriate City and County of Denver officials. He oversaw survey control, design surveys and communicated permit requirements with the appropriate agencies. Richard ensured all surveying services were performed in accordance with the current City and County of Denver Survey Requirements.

Brighton Boulevard (29th St. to 44th St.), City and County of Denver, Denver, Colorado

Richard met and coordinated survey efforts with the appropriate City and County of Denver officials. He oversaw survey control, design surveys, the survey of subsurface utilities, communicated permit requirements with the appropriate agencies and provided ownership mapping and final Right-of-Way documents. Richard ensured all surveying services were performed in accordance with the current City and County of Denver Survey Requirements.

39th Ave Greenway Project (Twin Basins Project), Denver, Colorado

Richard met and coordinated survey efforts with the appropriate City and County of Denver officials. He oversaw survey control, design surveys, the survey of subsurface utilities, communicated permit requirements with the appropriate agencies and provided ownership mapping together with all final ALTA surveys and Legal Descriptions. Richard ensured all surveying services were performed in accordance with the current City and County of Denver Survey Requirements.

Peoria Street Multimodal Improvements (37th Ave. to 56th Ave.), Denver, Colorado

Richard met and coordinated survey efforts with the appropriate City and County of Denver officials. He oversaw survey control, design surveys, communicated permit requirements with the appropriate agencies and provided ownership mapping. Richard ensured all surveying services were performed in accordance with the current City and County of Denver Survey Requirements.

RESUME



Kiera Depies, PE

Drainage Design

AREAS OF SPECIALTY

- Site Design and Stormwater Management Reports
- HydroCAD modeling
- WinSLAMM modeling
- AutoCAD Civil 3D

EDUCATION

- BS, Environmental Engineering, University of Wisconsin-Platteville

REGISTRATIONS

- Licensed Professional Engineer – Wisconsin

Kiera Depies has over 5 years of experience as an engineer on a wide variety of stormwater management, environmental compliance, and utilities. She is knowledgeable in ArcGIS, HydroCAD, Infracore, Civil 3D, AutoCAD, and Microsoft office suite. Kiera specializes in stormwater work incorporating delineating drainage boundaries, analyzing cover areas, incorporating data into HydroCAD models to meet standards and size pipes, and incorporating all of this information into a compiled report. Her work meets code requirements for size and proper separation distances between different utilities.

RELEVANT EXPERIENCE

Acker Road Improvement, Town of Burke, Burke, Wisconsin

Kiera performed road design, drainage design and construction inspection for the drainage reconstruction and rehabilitation of a new driving surface. She analyzed the roadway and drainage to determine improvements suitable for the steep commercial and residential roadway. Improvements included pavement more suited to heavy hauling, flumes to better direct runoff away from pavements, storm sewer, curb, culvert replacement and ditch drainage re-establishment.

Hangar Development, Jet IN, LLC, Milwaukee, Wisconsin

Kiera designed a subsurface treatment system design at Milwaukee Mitchell Airport that met the City of Milwaukee's rate control and total suspended solids reduction requirements. This work utilized HydroCAD and WinSLAMM to calculate that the rate control and total suspended solids requirements and verify the design requirements were being met. The stormwater management plan application form incorporated the data from each model, and was submitted to the City of Milwaukee for approval.

Oakwood Village University Woods, Skilled Nursing Facility, Oakwood Lutheran, Madison, Wisconsin

Kiera performed the drainage delineation and evaluated the areas into new development, redevelopment, and offsite in order to meet the City of Madison's requirements for infiltration and total suspended solids removal. HydroCAD and WinSLAMM were utilized for designing the size of the bioretention basins and wet pond on site. Culvert pipe sizing was designed to meet capacity with utilizing HydroCAD flow data.

Darigold Foods, Inc., Project Cascade, Pasco, Washington

Kiera performed the drainage delineation for the site and evaluated the proper drainage grading to maintain runoff on-site. HydroCAD modeling was utilized to design the basin size and dry wells across the site in order to meet the drawdown standards and the existing site condition runoff requirements. A stormwater site plan report was prepared for the client to submit to the City of Pasco. Recommendations for other required permits and stormwater pollution prevention plans were provided in the report.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 24, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$9,900 TO NORTHSTAR ENGINEERING AND SURVEYING, INC., FOR 22A-039 ENGINEERING AND SURVEYING SERVICES FOR PLATTING OF FIRE STATION NO. 8, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Engineering Services to Northstar Engineering and Surveying, Inc., for 22a-039 Engineering and Surveying Services for Platting of Fire Station No. 8.

PREVIOUS COUNCIL ACTION:

Ordinance 10110, dated January 24, 2021, established Fire Station 6, 8, and 11 Project, Project No. CI2205 and budgeted and appropriated \$600,000.

Funds in the amount of \$609,245 were transferred, budgeted, and appropriated at the June 13, 2022, City Council meeting (Ordinance item R-4).

Ordinance 10202, final adoption on June 27, 2022, transferred, budgeted and appropriated additional funds, in the amount of \$270,000.

Resolution 14921, approved on June 27, 2022, awarded an agreement for professional services in the amount of \$225,158 to Dunakilly Management Group Corporation for project representation, design review support, and construction inspection services for Fire Stations 6, 8 and 11.

Resolution 14938, approved on July 11, 2022, awarded an agreement for professional design services in the amount of \$1,209,246 to Allred and Associates for design and engineering of Fire Stations 6, 8 and 11.

BACKGROUND:

The future location of Fire Station 8 was on unsubdivided property. In order to develop this site, the Pueblo Municipal Code requires the property be first subdivided.

Northstar Engineering and Surveying, Inc., is part of the Fire Station design team, as a subconsultant to Allred and Associates. Northstar was retained by Allred and Associates to complete the engineering and surveying of the future sites of Fire Stations 6, 8 and 11. The use of Northstar Engineering and Surveying has been determined to be most advantageous to the City per 1-10-04 as it was bid out consistent with purchasing policy as the sole source based on the fact that Northstar is the only vendor that can provide this service because of the uniqueness of the situation.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$9,900 will be paid from account CI2205, Fire Stations 6, 8 and 11 Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 22a-039 Northstar Engineering - Agreement For Professional Engineering Services

RESOLUTION NO. 15043

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$9,900 TO NORTHSTAR ENGINEERING AND SURVEYING, INC., FOR 22A-039 ENGINEERING AND SURVEYING SERVICES FOR PLATTING OF FIRE STATION NO. 8, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, proposals for Project No. 22a-039, Engineering and Surveying Services for Platting of Fire Station No. 8 have been received and examined; and

WHEREAS, the proposal of Northstar Engineering and Surveying, Inc., of Pueblo, Colorado was determined to be the most advantageous to the City, and in the best interest of the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 22a-039 Engineering and Surveying Services for Platting of Fire Station No. 8 to be performed, and a contract for said project is hereby awarded to Northstar Engineering and Surveying, Inc., of Pueblo, Colorado, in the amount of \$9,900.00.

SECTION 2.

Funds for said Agreement shall be CI2205 - Fire Stations 6, 8 and 11 Project.

SECTION 3.

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

SECTION 4.

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

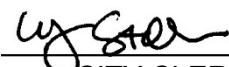
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

**PROPOSED AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BY AND BETWEEN CITY OF PUEBLO AND
NORTHSTAR ENGINEERING AND SURVEYING, INC.**

THIS AGREEMENT ("Agreement") made and entered this _____ day of November, 2022 by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner" or "City") and NorthStar Engineering and Surveying, Inc., a Colorado Corporation (hereinafter "Engineer"), a professional engineering firm for Engineer to render certain professional planning, design, engineering and related services for Owner in connection with 22a-039 Engineering and Surveying Services for Platting of Fire Station No. 8 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
- ☐ - Construction Documents & Bidding Phase
- ☐ - 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 incidental to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described generally in Schedule 1 – "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 subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to 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 perform the following unless otherwise stated in Schedule 1:

- (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 one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with Owner. Owner may request additional copies as needed for no additional charge.

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 perform the following unless otherwise stated in Schedule 1:

- (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 one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

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

- (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 requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. 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 one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

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 perform the following unless otherwise stated in Schedule 1:

(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 Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to Owner. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2006 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 perform the following unless otherwise stated in Schedule 1:

(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 Schedule 1 - 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 it has inspected the Project and that to the best of its knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the Drawings, Specifications, and other contract documents.

(i) Subject to written concurrence by 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 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 its written objections thereto with the Engineer 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 subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of Owner's approval or acquiescence to same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its 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; except that 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 in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss, or injury to Engineer's employees.

(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 Schedule 3 - "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. *[Note: Schedule 3 will be an excerpt from Proposer's submittal]*

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 its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's timetable for achievement of interim tasks and final completion of Project work, provided however, the Engineer will not be responsible for delays beyond its 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 its direct costs and professional time at the rates set forth in Schedule 2 - "Fee Schedule".

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 its 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 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 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 Schedule 1 – "Scope of Services" and Section 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 \$9,900.00 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 Exhibit 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 Schedule 2 for such phase.

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 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 Schedule 2 - "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 Schedule 2 - "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 Section 2.6(g).

SECTION 6. TERMINATION

6.1 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, 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.

6.2 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer 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 Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

6.3 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 and Engineers, 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 limited to the lesser of: (a) the reasonable value of completed work to Owner, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.4 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. In the event Owner uses the designs, Drawings or Specifications provided hereunder for another project independent from Project, without adaptation by Engineer, Owner shall hold harmless Engineer from all loss, claims, injury, and judgments arising from the use of such designs, Drawings or Specifications for such other project.

(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 its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph 8.2(b) below.

(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. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the Owner.

(ii) Commercial General Liability Insurance. The Engineer 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 Engineer 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. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Engineer under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.

(iii) Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to Owner.

(iv) Comprehensive Automobile Liability Insurance. The Engineer 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. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Engineer from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Engineer.

(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, his employees, subcontractors, and consultants.

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 City of Pueblo; Department of Public Works, Attn: Andrew Hayes, 211 E. D Street, Pueblo, CO 81003 or to the Engineer at NorthStar Engineering and Surveying, Inc., Attn: Michael Cuppy, 111 E. 5th Street, Pueblo, CO 81003. 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 are null and void. 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.

7.5 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 it without the written consent of the Owner. 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.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both 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 2.6, 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 2.6 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 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 Engineer shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

7.11 Additional Requirements on Federally or State Funded Agreements. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal or state 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 Public Works whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, 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 its work under this Agreement.

SECTION 9. SCHEDULES

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

Schedule 1 - "Scope of Services" consisting of 4 pages.

Schedule 2 - "Fee Schedule" consisting of 1 page.

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 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.

SECTION 11. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986.

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

SECTION 12. PERA LIABILITY

The Engineer 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 Engineer shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

SECTION 13. ELECTRONIC SIGNATURE

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

[Signature Section on following page.]

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

NORTHSTAR ENGINEERING AND SURVEYING,
INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Michael Cuppy, Vice President

Attest _____
Marisa Stoller, City Clerk

[S E A L]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM:

Dan Kogovsek, City Attorney

Attachments: Schedule 1 - Scope of Services
 Schedule 2 - Fee Schedule

SCHEDULE 1

Scope of Services

Excerpt from Engineer Proposal September 15, 2022, pages 1 – 4

Please find below a list of the services that are to be provided:

**TASK A: BOUNDARY SURVEY OF 10± ACRE PARCEL
(ASBUILT/TOPOGRAPHIC SURVEY NOT INCLUDED)**

To include:

1. Field reconnaissance and records research. (CITY TO PROVIDE EXISTING SURVEY INFORMATION)
2. Establish survey control for platting purposes.

TASK B: SUBDIVISION – INITIAL PLAT Two Lots

To include:

1. Subdivision Plat to include:
 - a. Boundary Survey, Perimeter filing corners and lot corners established (set in field prior to recording of plat)
 - b. Lot Layout
 - c. Lot areas
 - d. Easements and parcels for utilities, drainage, etc.
 - e. Dedication and certifications
2. Supplemental Map NOT INCLUDED - to be prepared by City of Pueblo Public Works
3. Preliminary Utility Plan for Initial Plat Submittal
4. Preliminary Storm Drainage Letter. Existing drainage facilities and addressing new detention/water quality requirements (NOT INCLUDED, TO BE DONE WITH SITE DESIGN)
5. Lot Closure Calculations
6. Submittal to City

TASK C: FINAL SUBMITTAL (Final Documents for Subdivision referenced in Task B above)

1. Improvement Plans for proposed utilities (NOT INCLUDED)
2. Grading and Erosion Control Plan (NOT INCLUDED)
3. Final Storm Drainage Report (NOT INCLUDED)
4. Subdivision Erosion and Sediment Control Plan (NOT INCLUDED PER ADDENDUM 2)
5. Subdivision Improvements Agreement IF REQUIRED to include:
 - a. Exhibit A (land description)
 - b. Exhibit B (cost estimates), IF REQUIRED
 - c. Phasing, if any
6. Submittal to City

TASK D: REPRESENTATION AND RECORDING OF FINAL DOCUMENTS

1. Attendance at Public Hearings
 - a. Mandatory Subdivision Review Committee meetings
 - b. Planning and Zoning Commission (NOT INCLUDED, TO BE HANDLED BY CITY STAFF)
 - c. City Council (NOT INCLUDED, TO BE HANDLED BY CITY STAFF)
2. Prepare final mylar originals
 - a. Subdivision Plat
 - b. Supplemental Map
 - c. Improvement Plans (NOT INCLUDED)

3. Prepare final originals
 - a. Subdivision Improvements Agreement (IF REQUIRED)
 - b. Final Drainage Report (NOT INCLUDED)
 - c. Erosion and Sediment Control Plan (NOT INCLUDED)
4. Route all documents for signature
5. Submittal to City for final approval
6. Coordination with City for recording

THE FOLLOWING ITEMS ARE NOT INCLUDED IN THIS PROPOSAL: (A Proposal for any of these services can be furnished at Client Request)

1. Any Submittal Fees, Recording Fees, Data Base Report Fees, Etc.
2. Rezoning to be completed by City Of Pueblo
3. Title Commitments, to be furnished by Owner.
4. Geotechnical Investigations, to be furnished by others.
5. Improvement Plans
6. Asbuilt/topographic survey
7. Drainage reports
8. Landscape and Irrigation Plans.
9. Electrical, lighting and/or Signage Plans.
10. Design of off-site improvements, except where specifically included.
11. Preparation of PUD Documents, Master Planning Documents, Special Use Permits, Special Area Plan Documents, Etc.
12. Construction staking of any Public or Private Improvements.
13. Monuments within street rights-of-way estimated at \$600.00 each not including Owner furnish and installation of monument box.

NOTES:

All work will be completed in AutoCAD 2020 or later format.

SCHEDULE 2

Fee Schedule

Excerpt from Engineer Proposal September 15, 2022, pages 1 – 4 and page 6

TOTAL TASK A.....	\$2,880.00
TOTAL TASK B.....	\$5,480.00
TOTAL TASK C.....	\$660.00
TOTAL TASK D.....	\$880.00
TOTAL PROJECT	\$9,900.00

Estimates of cost are NorthStar's opinions of probable cost, based on NorthStar's experience and familiarity with the construction industry. NorthStar cannot guarantee that bids or final construction costs will not vary from NorthStar's estimate or opinion.

Any permit fees or title company fees are the responsibility of the client and are not included in this Agreement. Also, all direct reimbursable expenses incurred in performance of this project will be invoiced at cost plus ten percent.

SCHEDULE OF STANDARD TIME AND MATERIAL RATES
(January 1, 2022 to January 1, 2023)

OFFICE ENGINEERING AND PLANNING:

Principal	\$175.00/hr.
Registered Professional Engineer (Project Manager)	\$145.00/hr.
Licensed Land Surveyor (Project Manager)	\$135.00/hr.
Project Engineer (EI)/Surveyor (SI)	\$125.00/hr.
Engineer/Planner	\$100.00/hr.
Designer / GIS	\$ 90.00/hr.
AutoCAD Technician	\$ 80.00/hr.
Accounting	\$ 60.00/hr.
Clerical	\$ 50.00/hr.
Messenger	\$ 35.00/hr.

FIELD ENGINEERING AND SURVEYING:

3-Man Survey Crew	\$175.00/hr.
Overtime Rate	\$200.00/hr.
2-Man Survey Crew	\$150.00/hr.
Overtime Rate	\$175.00/hr.
1-Man Survey Crew	\$125.00/hr.
Overtime Rate	\$145.00/hr.
Construction Manager	\$125.00/hr.
Construction Inspector	\$110.00/hr.
Survey Crew – Out of Town Drive Time	\$120.00/hr.
GPS Equipment: Standard Survey Crew Rate Plus	\$ 50.00/hr.

REIMBURSABLE RATES:

Blue-line Prints	\$ 0.70/sq.ft.
Mylar Prints	\$ 2.85/sq.ft.
Color Bond	\$ 2.20/sq.ft.
Xerox Copies	\$ 0.20/ea.
Color Copies (8.5x11)	\$ 2.25/ea.
Large Xerox Copies	\$ 2.20/ea.

SUBCONTRACTED EXPENSES AND SPECIAL EQUIPMENT:

Mileage – Trucks and Autos	\$ 0.50/mile
Direct Costs plus 15%	

NOTE: In the event Principals are involved for an extended period on a project, rates charged will be commensurate with work performed.

ADDITIONAL INFORMATION FOR AGREEMENT

Certificate of Good Standing

Colorado PERA Questionnaire

Insurance Certificate(s)



Colorado
Secretary of State
Jena Griswold

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

Summary

Details			
Name	NORTHSTAR ENGINEERING AND SURVEYING, INC.		
Status	Good Standing	Formation date	12/15/1995
ID number	19951153843	Form	Corporation
Periodic report month	December	Jurisdiction	Colorado
Principal office street address	111 E FIFTH ST, PUEBLO , CO 81003, United States		
Principal office mailing address	111 E FIFTH ST, PUEBLO , CO 81003, United States		

Registered Agent	
Name	KIM KOCK
Street address	111 East Fifth St, Pueblo, CO 81003, United States
Mailing address	111 East Fifth St, Pueblo, CO 81003, United States

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,

NORTHSTAR ENGINEERING AND SURVEYING, INC.

is a

Corporation

formed or registered on 12/15/1995 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 19951153843 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/28/2022 that have been posted, and by documents delivered to this office electronically through 11/01/2022 @ 14:00:44 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/01/2022 @ 14:00:44 in accordance with applicable law. This certificate is assigned Confirmation Number 14432301 .



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 and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	Social Security Number
Name	Address	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: NORTHSTAR ENGINEERING AND SURVEYING, INC.

Authorized Signature: [Signature] Title: VICE-PRESIDENT

Printed Name: MICHAEL L. CUNY Date: 03/30/2020



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$37,552.30 TO SASQUATCH FLOORING, LLC., A COLORADO LIMITED LIABILITY COMPANY FOR PROJECT NO. 22-074, REPLACE FLOORING IN THE MUNICIPAL COURT AREA AT PUEBLO MUNICIPAL JUSTICE CENTER (PMJC), SETTING FORTH \$3,755.23 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Sasquatch Flooring, LLC., a Colorado Limited Liability Company, for 22-074, Replace Flooring in the Municipal Court Area at the Pueblo Municipal Justice Center (PMJC).

PREVIOUS COUNCIL ACTION:

Each year, the City Council provides funding for City Building Repairs. The most recent Ordinance, No. 10050, adopted on November 22, 2021, budgeted \$205,000 for Public Building Repairs & Maintenance.

BACKGROUND:

The existing flooring in the Municipal Court area is de-laminating and creating a tripping hazard. The Project will include the removal and disposal of the existing carpet tiles and cove base and installing new flooring and cove base in the Municipal Court area at PMJC. The Resolution awards the Construction Contract to Sasquatch Flooring LLC., a Colorado Limited Liability Company.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$29,133.53 will be paid from CIAN20 City Building Repairs.

Funding in the amount of \$12,174 will be paid from the Municipal Court operating budget.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Bid Summary - Sasquatch Flooring, LLC

RESOLUTION NO. 15044

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$37,552.30 TO SASQUATCH FLOORING, LLC., A COLORADO LIMITED LIABILITY COMPANY FOR PROJECT NO. 22-074, REPLACE FLOORING IN THE MUNICIPAL COURT AREA AT PUEBLO MUNICIPAL JUSTICE CENTER (PMJC), SETTING FORTH \$3,755.23 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, informal bids for Project No. 22-074, Replace Flooring in the Municipal Court Area at the Pueblo Municipal Justice Center have been received and examined; and

WHEREAS, the proposal of Sasquatch Flooring, LLC., a Colorado Limited Liability Company, was the lowest of those bids determined to be responsive; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that
SECTION 1.

City Council authorizes Project No. 22-074, Replace Flooring in the Municipal Court Area at the Pueblo Municipal Justice Center to be performed, and the contract for said project is hereby awarded to Sasquatch Flooring, LLC., a Colorado Limited Liability Company in the amount of \$37,552.30.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$3,755.23

SECTION 4.

Funds for Project 20-074 (including contingencies and additional work), in the amount of \$29,133.53 shall be from Project No. CIAN20, City Building Repairs. Funds in the amount of \$12,174.00 shall be paid from the Municipal Court operating budget.

SECTION 5.

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

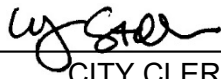
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

SECTION 2. QUOTATION RECORD and SPECIFICATIONS EXCEPTION FORM

Base Bid					
Bid Item	Description	Qty	Unit	Unit Price	Total
1.	Remove & Dispose of Carpet Tiles	3,979	SF	.50	1991.60
2.	Remove & Dispose of Cove Base	1	LS	Included in CPT Demo	
3.	Install Vinyl Flooring Tiles	1,013	SF	6.90	6989.70
4.	Install Kinetex Flooring Tiles	2,966	SF	4.50	13,347.00
5.	Install new Cove Base	1	LS		2250.00
6.	Modify Doors	1	LS		500.00
7.	Mobilization	1	LS		300.00
TOTAL BASE BID					\$ 25,378.30

Bid Alternate 1					
Bid Item	Description	Qty	Unit	Unit Price	Total
8.	Remove & Dispose of Carpet Tiles	1,736	SF	.50	868.00
9.	Remove & Dispose of Cove Base	1	LS	Included in Cpt Demo	
10.	Install Vinyl Flooring Tiles	685	SF	6.90	4726.50
11.	Install Kinetex Flooring Tiles	1,051	SF	4.50	4729.50
12.	Install new Cove Base	1	LS		1350.00
13.	Modify Doors	1	LS		500.00
TOTAL BID ALTERNATE NO. 1					\$ 12,174.00
Does your bid comply with all aspects of this IFB?					☒ Yes ☐ No
All NO responses shall be explained on the SPECIFICATION EXCEPTIONS FORM (page 7).					

Bidders shall inform themselves of the conditions of the project site, accurate measurements of site, and the requirements of the project's scope of work before submitting their bid. No allowances shall be made by reason of any matter or thing concerning which they might not have been fully informed prior to bidding. No Bidder will be heard after the opening of bids to assert that there was any misunderstanding as to the nature of the operation expected in this solicitation.

Continue to next page for signature.

SPECIFICATION EXCEPTIONS FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City to ferret out information concerning the materials, which you intend to furnish.

If your bid does not meet all of our specifications, you must state so on the spaces provided below:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

Bids on the goods and/or services not meeting specifications may be considered by the City. However, all deviations must be listed above. (Must check one (1) response below.)

I DO NOT meet specifications, as listed on this bid: exceptions are stated in the spaces provided above. ☐

I DO meet specifications.

Signed: Scott Radzynski Firm Name: Sasquatch Flooring LLC
Printed Name and Title: Scott Radzynski Owner

SIGNATURE

The undersigned, having carefully read and considered these bid documents, does hereby offer to provide such products or services on behalf of the City, in the manner described or implied and subject to the terms and conditions set forth in the attached bid. Products or services will be provided at the rates set forth in said bid. The undersigned further states that this bid is made in good faith and is not founded on, or in consequence of, a collusion, agreement, or understanding between himself or herself or any other interested party.

Authorized Signature Scott Radzynski Date 10-22-2022
Printed Name and Title Scott Radzynski Owner
Company Sasquatch Flooring LLC
Address 151 N. Bumgardner Dr
City Pueblo West State CO Zip 81007
Email Scottrad321@gmail.com
Office Phone _____ Cell Phone 719-252-2089



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$314,040 TO CGRS, INC., AND SETTING FORTH \$31,404 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 22-067 INSTALLATION OF DUCKBILL CHECK VALVES ON STORM SEWER OUTFALL PIPES ALONG FOUNTAIN CREEK AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards a construction contract to CGRS, Inc., for the installation of new duckbill check valves on storm sewer outfall pipes along the Fountain Creek Levee System.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project consists of removing existing metal flap gate valves and replacing them with new duckbill check valves on storm sewer outfall pipes at various locations along Fountain Creek. Duckbill check valves have been proven to be more reliable and require less maintenance than metal flap gate valves. Installing new duckbill check valves is necessary to get FEMA Accreditation of the Fountain Creek Levee System.

FINANCIAL IMPLICATIONS:

Funding, including contingencies, in the amount of \$345,444 will be paid from accounts SW2001 Levee Check Valve Replace – Ft. Creek and SW1801 Floodplain/Levee Repair – Ftn. Creek available for installation of duckbill check valves on storm sewer outfall pipes along Fountain Creek.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Alternatives No. 1 – No action

Under this alternative, the outfalls along Fountain Creek would remain flap gate valves which are prone to debris clogging that prevents the flap gate valve from being able to fully close. If the valve is stuck open during large storm events when the flood elevation of Fountain Creek is high, then the existing storm system could backflow and cause costly flooding damage to adjacent residential properties.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 22-067 Bid Summary Replacement and Installation of Duckbill Valves for Stormwater
2. Duckbill Check Valve Exhibits

RESOLUTION NO. 15045

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$314,040 TO CGRS, INC., AND SETTING FORTH \$31,404 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 22-067 INSTALLATION OF DUCKBILL CHECK VALVES ON STORM SEWER OUTFALL PIPES ALONG FOUNTAIN CREEK AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 22-067, Installation of duckbill check valves on storm sewer outfall pipe along Fountain Creek, have been received and examined; and,

WHEREAS, the proposal of CGRS, Inc., was the lowest of those bids determined to be responsible, and the committee of Awards recommends to the City Council that it authorize Project No. 22-067 to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 22-067, Installation of duckbill check valves on storm sewer outfall pipes along Fountain Creek, to be performed, and the contract for said project is hereby awarded to said bidder in the amount of \$314,040.

SECTION 2.

Funds for Project No. 22-067, Installation of duckbill check valves on storm sewer outfall pipes along Fountain Creek shall be from SW2001 and SW1801.

SECTION 3.

In addition to the amount of the bid set forth, as aforementioned, an additional amount of \$31,404 is hereby authorized for the contingencies and additional work.

SECTION 4.

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

SECTION 5.

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

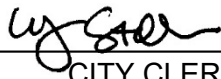
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 14, 2022

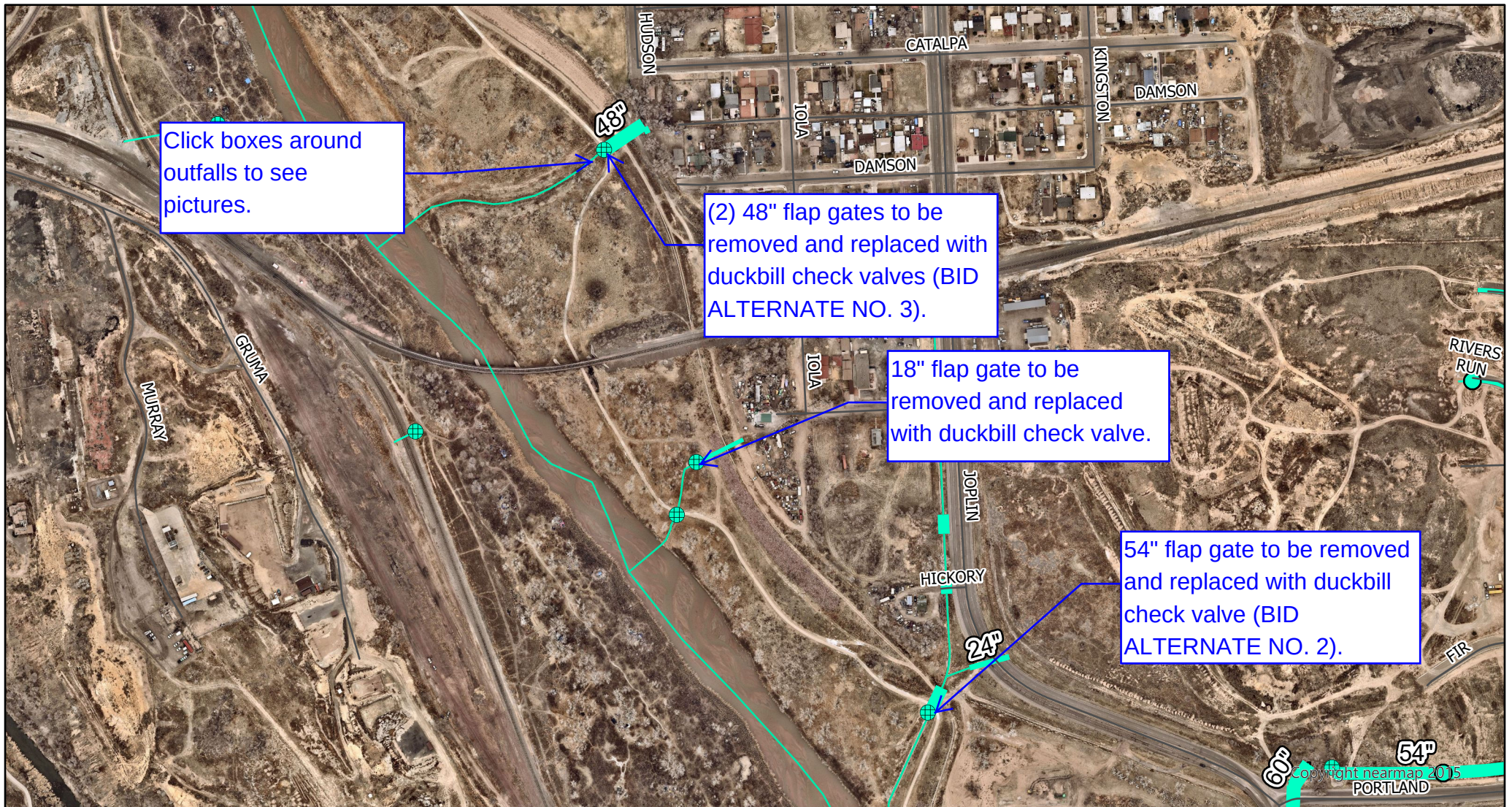
BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Bid: 22-067 Installation of Duckbill Valves for Stormwater					CGRS, Inc.	K.R. Swerdfeger Construction, LLC	Marine Diving Solutions, LLC
Opening Date: October 25, 2022 Time: 10:30:00 AM							
Item	Description	Estimated Quantity					
1	CLEAN, REPAIR, AND PREP ALL APPLICABLE OUTLET STRUCTURES	1	LS	Unit Price	14,700.00	17,565.00	50,000.00
				Amount	14,700.00	17,565.00	50,000.00
2	REMOVE EXISTING 10" FLAP GATE (11.5TH ST)	1	EA	Unit Price	500.00	2,325.00	2,500.00
				Amount	500.00	2,325.00	2,500.00
3	REMOVE EXISTING 18" FLAP GATE (11TH, 12TH, 13TH ST)	4	EA	Unit Price	400.00	3,030.00	3,000.00
				Amount	1,600.00	12,120.00	12,000.00
4	REMOVE EXISTING 30" FLAP GATE (9TH ST)	1	EA	Unit Price	800.00	4,445.00	6,000.00
				Amount	800.00	4,445.00	6,000.00
5	REMOVE EXISTING 36" FLAP GATE (5TH ST)	1	EA	Unit Price	800.00	8,225.00	8,000.00
				Amount	800.00	8,225.00	8,000.00
6	FURNISH 10" CHECK VALVE (11.5TH ST)	1	EA	Unit Price	3,800.00	3,060.00	3,500.00
				Amount	3,800.00	3,060.00	3,500.00
7	FURNISH 18" CHECK VALVE (11TH, 12TH, 13TH ST)	4	EA	Unit Price	8,000.00	7,585.00	8,250.00
				Amount	32,000.00	30,340.00	33,000.00
8	FURNISH 30" CHECK VALVE (9TH ST)	1	EA	Unit Price	17,000.00	15,125.00	17,000.00
				Amount	17,000.00	15,125.00	17,000.00
9	FURNISH THIMBLE PLATE FOR EXISTING 36" CHECK VALVE (5TH ST)	1	EA	Unit Price	20,000.00	7,115.00	20,000.00
				Amount	20,000.00	7,115.00	20,000.00
10	INSTALL 10" CHECK VALVE COMPLETE IN PLACE (11.5TH ST)	1	EA	Unit Price	900.00	1,420.00	2,500.00
				Amount	900.00	1,420.00	2,500.00
11	INSTALL 18" CHECK VALVE COMPLETE IN PLACE (11TH, 12TH, 13TH ST)	4	EA	Unit Price	550.00	1,890.00	3,000.00
				Amount	2,200.00	7,560.00	12,000.00
12	INSTALL 30" CHECK VALVE COMPLETE IN PLACE (9TH ST)	1	EA	Unit Price	1,100.00	2,835.00	11,000.00
				Amount	1,100.00	2,835.00	11,000.00
13	INSTALL 36" CHECK VALVE COMPLETE IN PLACE (5TH ST)	1	EA	Unit Price	1,300.00	13,210.00	18,000.00
				Amount	1,300.00	13,210.00	18,000.00
14	MOBILIZATION	1	LS	Unit Price	37,600.00	6,015.00	10,000.00
				Amount	37,600.00	6,015.00	10,000.00
15	TRAFFIC CONTROL	1	LS	Unit Price	1,220.00	4,855.00	20,000.00
				Amount	1,220.00	4,855.00	20,000.00
16	POLLUTION PREVENTION BEST MGMT. PRACTICES	1	LS	Unit Price	1,220.00	18,525.00	25,000.00
				Amount	1,220.00	18,525.00	25,000.00
Grand Total Base Bid					\$136,740.00	\$154,740.00	\$250,500.00
Bid Alternate No. 1							
1	CLEAN, REPAIR, AND PREP OUTLET STRUCTURE (9.5TH ST)	1	EA	Unit Price	2,200.00	3,755.00	10,000.00
				Amount	2,200.00	3,755.00	10,000.00
2	REMOVE EXISTING 48" FLAP GATE (9.5TH ST)	1	EA	Unit Price	2,200.00	4,970.00	10,000.00
				Amount	2,200.00	4,970.00	10,000.00
3	FURNISH 48" CHECK VALVE (9.5TH ST)	1	EA	Unit Price	31,800.00	31,265.00	35,000.00
				Amount	31,800.00	31,265.00	35,000.00
4	INSTALL 48" CHECK VALVE COMPLETE IN PLACE (9.5TH ST)	1	EA	Unit Price	2,200.00	3,310.00	10,000.00
				Amount	2,200.00	3,310.00	10,000.00
5	MOBILIZATION	1	EA	Unit Price	2,700.00	1,595.00	0.00
				Amount	2,700.00	1,595.00	0.00
6	PEDESTRIAN TRAFFIC CONTROL	1	EA	Unit Price	320.00	895.00	500.00
				Amount	320.00	895.00	500.00
7	POLLUTION PREVENTION BEST MGMT. PRACTICES	1	EA	Unit Price	320.00	1,150.00	500.00
				Amount	320.00	1,150.00	500.00
Total Bid Alternate No. 1					\$41,740.00	\$46,940.00	\$66,000.00
Bid Alternate No. 2							
1	CLEAN, REPAIR, AND PREP OUTLET STRUCTURE (JOPLIN ST)	1	EA	Unit Price	2,200.00	6,935.00	10,000.00
				Amount	2,200.00	6,935.00	10,000.00
2	REMOVE EXISTING 54" FLAP GATE (JOPLIN ST)	1	EA	Unit Price	2,200.00	5,675.00	10,000.00
				Amount	2,200.00	5,675.00	10,000.00
3	FURNISH 54" CHECK VALVE (JOPLIN ST)	1	EA	Unit Price	41,500.00	41,085.00	46,000.00
				Amount	41,500.00	41,085.00	46,000.00

Bid: 22-067 Installation of Duckbill Valves for Stormwater					CGRS, Inc.	K.R. Swerdfeger Construction, LLC	Marine Diving Solutions, LLC
Opening Date: October 25, 2022 Time: 10:30:00 AM							
Item	Description	Estimated Quantity					
4	INSTALL 54" CHECK VALVE COMPLETE IN PLACE (JOPLIN ST)	1	EA	Unit Price	2,200.00	4,140.00	10,000.00
				Amount	2,200.00	4,140.00	10,000.00
5	MOBILIZATION	1	EA	Unit Price	2,700.00	1,855.00	0.00
				Amount	2,700.00	1,855.00	0.00
6	PEDESTRIAN TRAFFIC CONTROL	1	EA	Unit Price	320.00	895.00	500.00
				Amount	320.00	895.00	500.00
7	POLLUTION PREVENTION BEST MGMT. PRACTICES	1	EA	Unit Price	320.00	1,150.00	500.00
				Amount	320.00	1,150.00	500.00
Total Bid Alternate No. 2					\$51,440.00	\$61,735.00	\$77,000.00
Bid Alternate No. 3							
1	CLEAN, REPAIR, AND PREP OUTLET STRUCTURES (HUDSON/CATALPA)	2	EA	Unit Price	3,000.00	6,935.00	10,000.00
				Amount	6,000.00	13,870.00	20,000.00
2	REMOVE EXISTING 48" FLAP GATE (HUDSON/CATALPA)	2	EA	Unit Price	1,900.00	4,255.00	10,000.00
				Amount	3,800.00	8,510.00	20,000.00
3	FURNISH 48" CHECK VALVE (HUDSON/CATALPA)	2	EA	Unit Price	32,400.00	31,265.00	35,000.00
				Amount	64,800.00	62,530.00	70,000.00
4	INSTALL 48" CHECK VALVE COMPLETE IN PLACE (HUDSON/CATALPA)	2	EA	Unit Price	1,500.00	2,835.00	10,000.00
				Amount	3,000.00	5,670.00	20,000.00
5	MOBILIZATION	1	EA	Unit Price	5,300.00	2,305.00	0.00
				Amount	5,300.00	2,305.00	0.00
6	PEDESTRIAN TRAFFIC CONTROL	1	EA	Unit Price	610.00	895.00	1,000.00
				Amount	610.00	895.00	1,000.00
7	POLLUTION PREVENTION BEST MGMT. PRACTICES	1	EA	Unit Price	610.00	1,150.00	1,000.00
				Amount	610.00	1,150.00	1,000.00
Total Bid Alternate No. 3					\$84,120.00	\$94,930.00	\$132,000.00



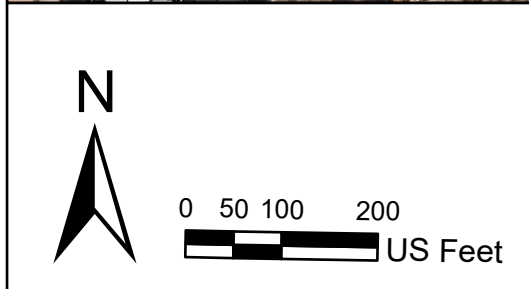
0 100 200 400
US Feet

Catalpa, Fir, & Joplin Stormwater

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

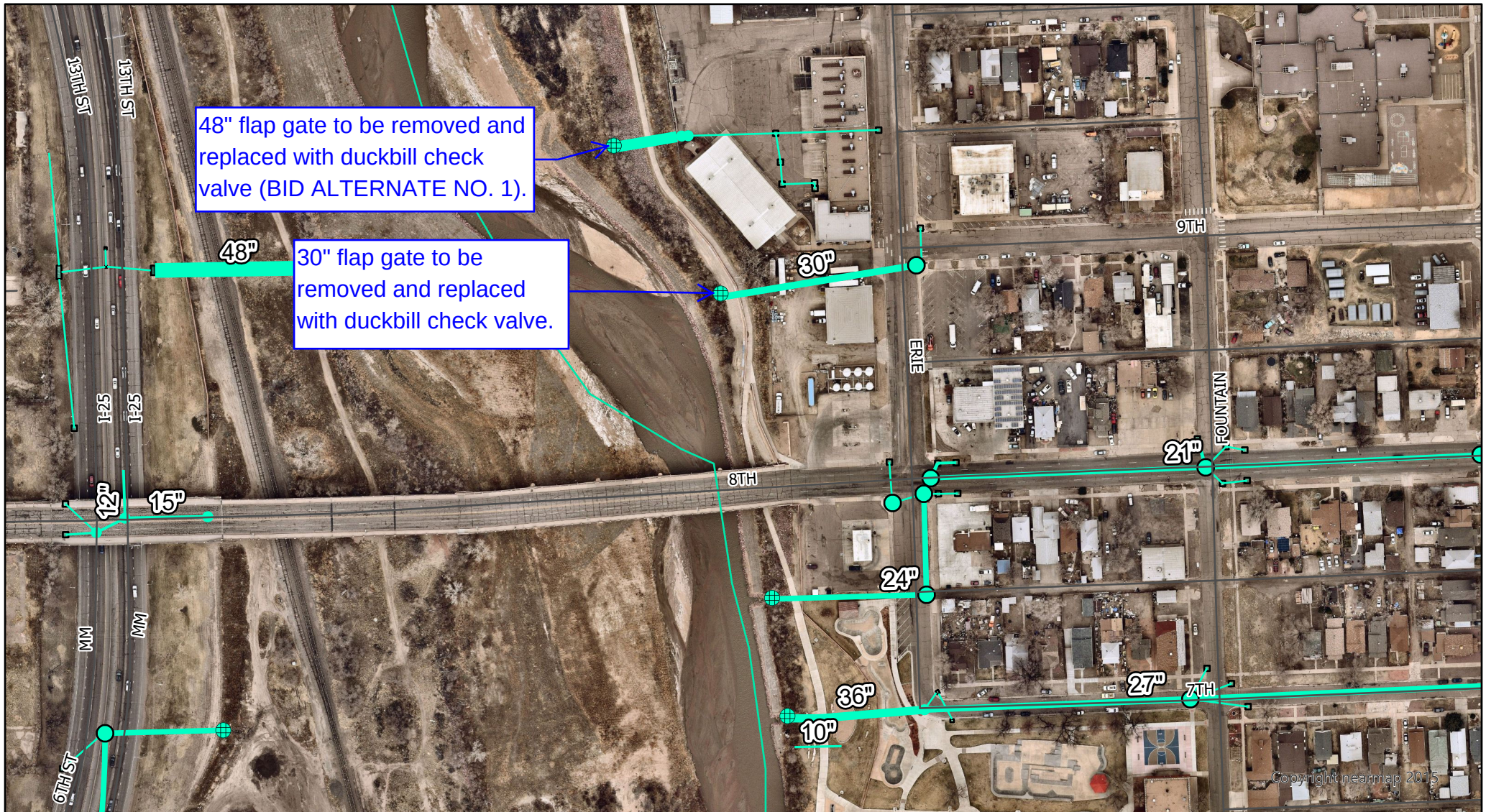
nearmap
.com





4th-6th St Stormwater	
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	





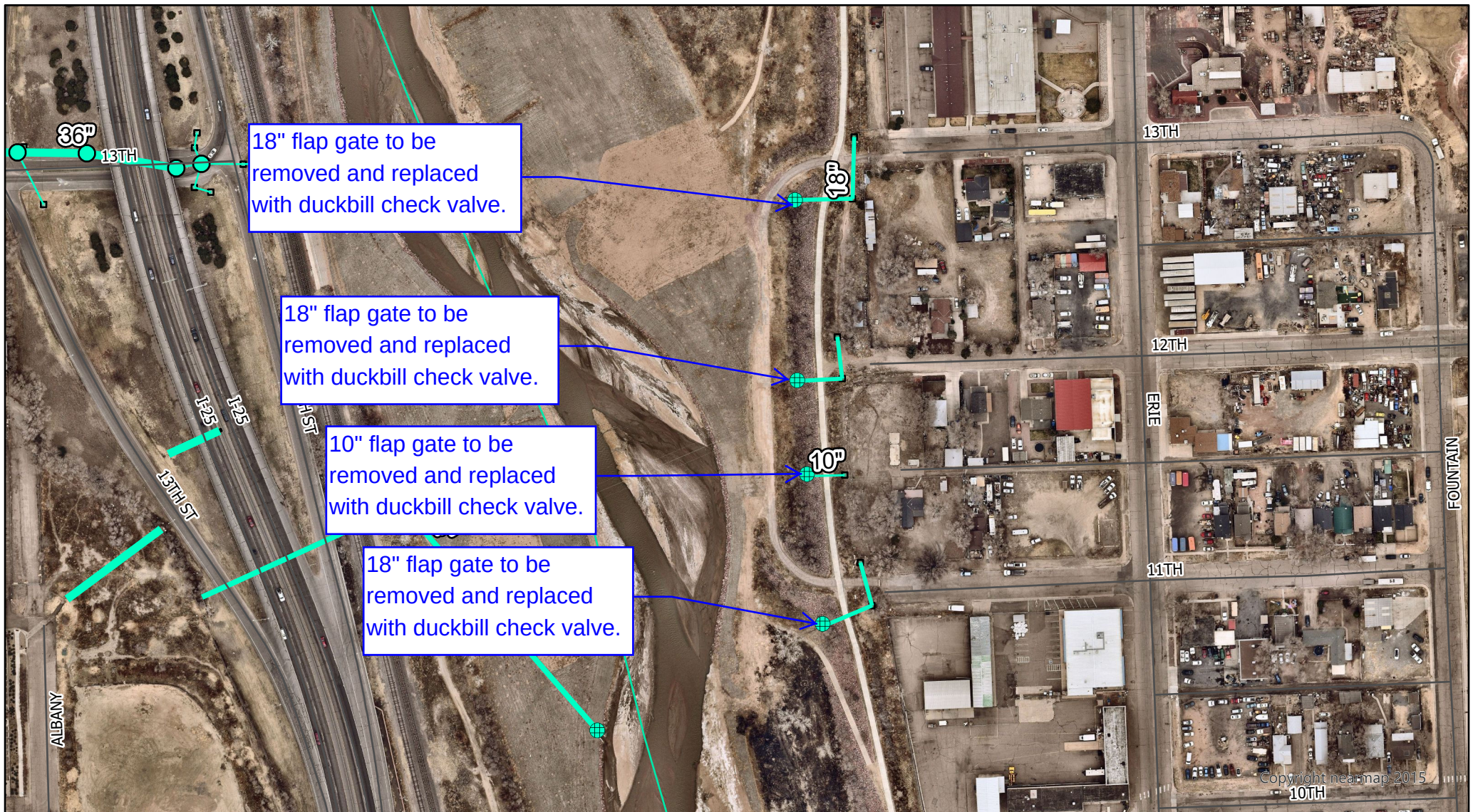
0 50 100 200
US Feet

7th-10th St Stormwater

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





0 50 100 200
US Feet

11th-13th St Stormwater

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





Background Paper for Proposed Resolution

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION APPROVING AND ACCEPTING A SPECIAL WARRANTY DEED FROM INHABX, LLC., A COLORADO LIMITED LIABILITY COMPANY, FOR 0.039 ACRES OF LAND

SUMMARY:

This Resolution will authorize the City to accept a Special Warranty Deed for 0.039 acres of land to be conveyed to the City of Pueblo from the current land owner, inhabX, LLC.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

inhabX, LLC., as the owner of certain real property located in the Delavan Place subdivision, is conveying ownership of portions of several lots along the Pearl Street right-of-way to the City of Pueblo to facilitate future improvements to the roadway and the installation of other required public improvements. Conveyance of the property will allow inhabX to construct the roadway to meet the City of Pueblo requirements.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution

ALTERNATIVES:

If this Resolution does not pass, the City will not accept the deed and ownership of the parcel will not be conveyed to the City.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. SW Deed - inhabX

RESOLUTION NO. 15046

A RESOLUTION APPROVING AND ACCEPTING A
SPECIAL WARRANTY DEED FROM INHABX, LLC., A
COLORADO LIMITED LIABILITY COMPANY, FOR 0.039
ACRES OF LAND

WHEREAS, inhabX, LLC, a Colorado Limited Liability Company, as the sole owner of certain lots located in the Delavan Place subdivision, desires to convey ownership of a portion of the property to the City of Pueblo for the future construction of public improvements to the Pearl Street right-of-way; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that
SECTION 1.

The Special Warranty Deed ("Deed") conveying a parcel of land to the City of Pueblo, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 2.

The City Clerk is directed to cause said Deed to be recorded in the office of the Pueblo County Clerk and Recorder forthwith.

SECTION 3.

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

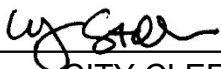
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

SPECIAL WARRANTY DEED

THIS DEED is dated this 26 day of October, 2022 and is made between inhabX, LLC, a Colorado limited liability company, the "Grantor," whose legal address is 164 Midway Avenue, Pueblo, Colorado 81004 and the City of Pueblo, Colorado, a Colorado municipal corporation, the "Grantee," whose legal address is 1 City Hall Place, Pueblo, Colorado 81003.

WITNESS, that the Grantors, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto Grantee and Grantee's heirs, successors, and assigns forever, all the real property, together with any improvements thereon, located in the County of Pueblo and State of Colorado, described as follows:

A TRACT OF LAND BEING THE WESTERLY TEN (10) FEET OF LOTS 15 THROUGH 21, INCLUSIVE, AS PLATTED IN DELAVAN PLACE, UNDER RECEPTION NUMBER 41969 RECORDS OF PUEBLO COUNTY, STATE OF COLORADO, BEING A PORTION OF THE WEST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN COUNTY OF PUEBLO, STATE OF COLORADO

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto Grantee and its successors and assigns forever.

Grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

GRANTOR: inhabX, LLC

By: _____

Name: John Wark

Title: president

STATE OF COLORADO)

) ss.

COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this 26th day of October, 2022 by John Wark of inhabX, LLC, a Colorado limited liability company.
Witness my hand and official seal.

My commission expires: 8/25/2026

Kate Ingo
Notary Public

KATE INGO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104032434
MY COMMISSION EXPIRES 08/25/2026



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION APPROVING AND ACCEPTING A PUBLIC ACCESS EASEMENT AND RIGHT OF WAY FROM INHABX, LLC., A COLORADO LIMITED LIABILITY COMPANY, FOR 0.063 ACRES OF LAND

SUMMARY:

This Resolution will authorize the City of Pueblo to accept an Easement and Right of Way for 0.063 acres of land to be granted to the City of Pueblo from the current land owner, inhabX, LLC., a Colorado Limited Liability Company.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

inhabX, LLC, as the owner of certain real property located in the Delavan Place subdivision, is granting a public access easement across portions of several lots and vacated right-of-way in the vicinity of Burdette Street in order to maintain access to other privately-owned properties located adjacent to their property.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution

ALTERNATIVES:

If this Resolution does not pass, the City of Pueblo will not accept the deed and ownership of the parcel will not be conveyed to the City.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Public Access Easement - inhabX

RESOLUTION NO. 15047

A RESOLUTION APPROVING AND ACCEPTING A
PUBLIC ACCESS EASEMENT AND RIGHT OF WAY
FROM INHABX, LLC., A COLORADO LIMITED LIABILITY
COMPANY, FOR 0.063 ACRES OF LAND

WHEREAS, inhabX, LLC., a Colorado Limited Liability Company, as the sole owner of certain lots located in the Delavan Place subdivision, desires to grant a public access easement across a portion of their property in order to maintain access to adjacent privately-owned properties; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that
SECTION 1.

The Easement and Right of Way granting public access across the property owned by inhabX, LLC., a Colorado Limited Liability Company, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 2.

The City Clerk is directed to cause said Easement and Right of Way to be recorded in the office of the Pueblo County Clerk and Recorder forthwith.

SECTION 3.

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

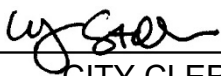
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

EASEMENT AND RIGHT OF WAY

THIS EASEMENT, granted this 9 day of November, 2022, by inhabX, LLC, a Colorado limited liability company, Grantor, to the City of 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 providing public access on, over, and through the easement property which is situated in Pueblo County, Colorado, and described as follows: (the "Property")

See Exhibit "A" and "B"

Grantor shall grant public access including, but not limited to, vehicle, bicycle, and pedestrian traffic on the Property.

Grantee shall have the right at its option (but not the obligation) to inspect the Facilities. For such purposes, Grantee is granted the right to enter upon the Property. Failure of Grantee to inspect 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 right and privilege above granted.

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 easement 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 9 day of November, 2022.

GRANTOR, inhabX, LLC,

By: 
Name: John Wark

Title: President

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this 09 day of November 2022
by John Warr of inhabX, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: November 20, 2023

GERALDINE JACQUELINE ROQUE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194043857
MY COMMISSION EXPIRES 11/20/2023

Geraldine Jacqueline Roque
Notary Public



EXHIBIT "A"

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF LOT 7, BLOCK 5, A PORTION OF PEARL STREET AND A PORTION OF BURDETTE AVENUE AS PLATTED IN DELAVAN PLACE, UNDER RECEPTION NUMBER 41969 RECORDS OF PUEBLO COUNTY, STATE OF COLORADO, BEING A PORTION OF THE WEST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE CENTERLINE OF NELSON AVENUE BEING MONUMENTED AT THE WESTERLY END BY A CITY OF PUEBLO MONUMENT BOX WITH A 2-1/2" ALUMINUM CAP STAMPED "PLS 31925" AT THE INTERSECTION OF NELSON AVENUE AND SUMNER AVENUE AND AT THE EASTERLY END BY A CITY OF PUEBLO MONUMENT BOX WITH A 2-1/2" ALUMINUM CAP STAMPED "PLS 31925" AT THE PC OF NELSON AVENUE, BEING ASSUMED TO BEAR N77°55'17"E, A DISTANCE OF 239.46 FEET.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 5, DELAVAN PLACE, AS PLATTED UNDER RECEPTION NUMBER 41969; THENCE N14°37'03"W ON THE WESTERLY BOUNDARY LINE OF SAID LOT 7 A DISTANCE OF 13.81 FEET TO THE POINT OF BEGINNING; THENCE N75°22'57"E A DISTANCE OF 59.12 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BURDETTE AVENUE; THENCE CONTINUING N75°22'57"E A DISTANCE OF 54.09 FEET; THENCE S27°45'58"E A DISTANCE OF 7.70 FEET; THENCE S62°14'02"W A DISTANCE OF 17.27 FEET; THENCE S27°45'58"E A DISTANCE OF 12.92 FEET; THENCE S75°32'56"W A DISTANCE OF 111.09 FEET; THENCE N14°37'03"W A DISTANCE OF 23.68 FEET; THENCE N75°22'57"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2,749 SQUARE FEET, OR 0.063 ACRES, MORE OR LESS.

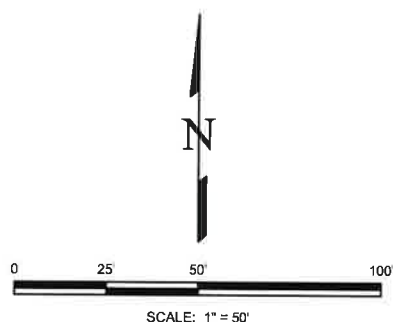
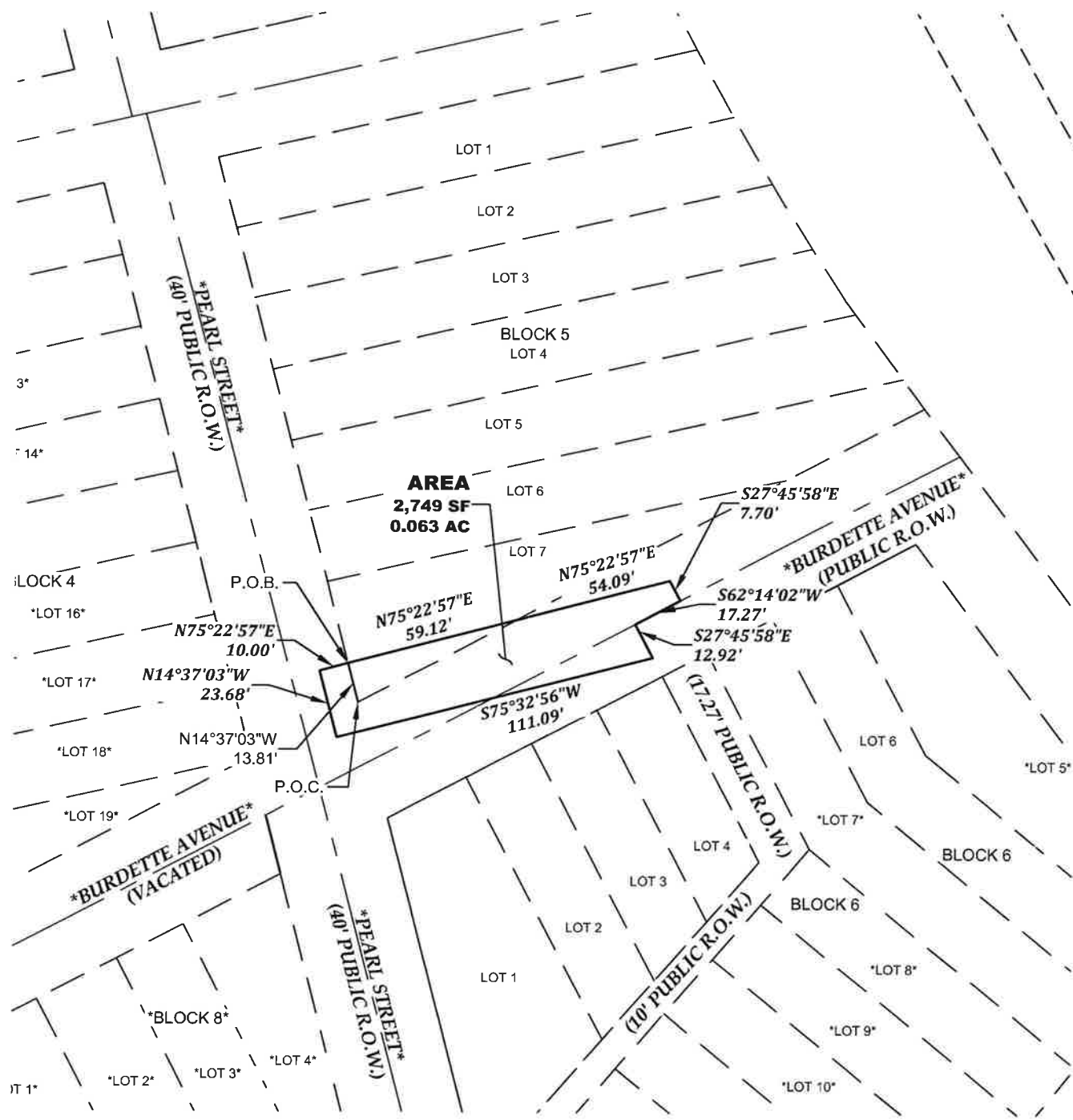
LEGAL DESCRIPTION STATEMENT

I, EDWARD R. FISHER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

EXHIBIT B



LEGEND:

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING

THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE LEGAL DESCRIPTION.



EDWARD-JAMES SURVEYING, INC.
926 Elkton Dr. 4732 Eagleridge Circle
Colorado Springs, CO 80907 Pueblo, CO 81008
(719) 576-1216 (719) 545-6240
08-19-22 JOB NO. 2299-00
ACCESS EASEMENT SHEET 2 OF 2



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION APPROVING AND ACCEPTING A SANITARY SEWER EASEMENT FROM INHABX, LLC., A COLORADO LIMITED LIABILITY COMPANY, FOR 0.084 ACRES OF LAND

SUMMARY:

This Resolution will authorize the City of Pueblo to accept a Sanitary Sewer Easement for 0.084 acres of land to be granted to the City of Pueblo from the current land owner, inhabX, LLC., a Colorado Limited Liability Company.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

inhabX, LLC., as the owner of certain real property located in the Delavan Place subdivision, is granting a sanitary sewer easement across portions of several lots under their ownership in order to allow the City of Pueblo to operate, maintain, and repair an existing sewer line that runs through the property.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution

ALTERNATIVES:

If this Resolution does not pass, the City of Pueblo will not accept the Easement, resulting in significant hardship to the developer who would be required to relocate the existing sewer line.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Sanitary Sewer Access Easement - inhabX

RESOLUTION NO. 15048

A RESOLUTION APPROVING AND ACCEPTING A
SANITARY SEWER EASEMENT FROM INHABX, LLC., A
COLORADO LIMITED LIABILITY COMPANY, FOR 0.084
ACRES OF LAND

WHEREAS, inhabX, LLC., a Colorado Limited Liability Company, as the sole owner of certain lots located in the Delavan Place subdivision, desires to grant a sanitary sewer easement across a portion of their property for the City of Pueblo to operate, maintain, and repair a sanitary sewer line running through the property; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Sanitary Sewer Easement to be granted to the City by inhabX, LLC., a Colorado Limited Liability Company, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 2.

The City Clerk is directed to cause said Easement to be recorded in the office of the Pueblo County Clerk and Recorder forthwith.

SECTION 3.

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

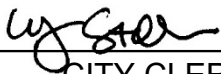
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

EASEMENT

THIS EASEMENT, granted this 9 day of November, 2022, by inhabX, LLC, a Colorado limited liability company, Grantor, to the City of 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 for the purpose of a public sanitary sewer in, through, over, under and across Grantor’s property situated in Pueblo County, Colorado, commonly known as 560 Pearl St. and described as follows (the “Easement Property”):

See Exhibit “A”

TOGETHER WITH the right to enter upon the property for the purposes of construction, maintenance, control, and repair of the sanitary sewer, and together with the right to use so much of the adjoining property of Grantor for said purposes, Grantee shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, pavement 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 sanitary sewer and to recover the costs thereof. The Grantor reserves the right to use and occupy the Easement Property for any purpose not inconsistent with the right and privilege above granted and which will not interfere with or endanger any of Grantee’s 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 Easement Property any building or any other structure or manufactured or mobile home or trailer unit upon the easement herein granted.

Grantor warrants to Grantee that Grantor (a) has good and sufficient right and title in and to the Easement Property and full power to grant this easement, and (b) will defend Grantee's quiet and peaceful possession of the Easement Property against all persons who may lawfully claim title to the property.

"Grantee" shall include the plural and the feminine. This Easement 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 9 day of November, 2022.

GRANTOR, inhabX, LLC,

By: 

Name: John Wark

Title: President

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this 09 day of November, 2022
by John Wark of inhabX, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: November 20, 2023

GERALDINE JACQUELINE ROQUE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194043857
MY COMMISSION EXPIRES 11/20/2023

Geraldine Jacqueline Roque
Notary Public



EXHIBIT "A"

LEGAL DESCRIPTION:

AN EASEMENT FOR SANITARY SEWER UTILITY AND MAINTENANCE PURPOSES THROUGH A PORTION OF LOTS 19 THROUGH 21, INCLUSIVE, AND A PORTION OF SUMNER AVENUE AS PLATTED IN DELAVAN PLACE, UNDER RECEPTION NUMBER 41969 RECORDS OF PUEBLO COUNTY, STATE OF COLORADO, BEING A PORTION OF THE WEST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE CENTERLINE OF NELSON AVENUE BEING MONUMENTED AT THE WESTERLY END BY A CITY OF PUEBLO MONUMENT BOX WITH A 2-1/2" ALUMINUM CAP STAMPED "PLS 31925" AT THE INTERSECTION OF NELSON AVENUE AND SUMNER AVENUE AND AT THE EASTERLY END BY A CITY OF PUEBLO MONUMENT BOX WITH A 2-1/2" ALUMINUM CAP STAMPED "PLS 31925" AT THE PC OF NELSON AVENUE, BEING ASSUMED TO BEAR N77°55'17"E, A DISTANCE OF 239.46 FEET.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 20, BLOCK 2, DELAVAN PLACE, UNDER RECEPTION NUMBER 41969, THENCE N14°37'03"W, ON THE WESTERLY BOUNDARY LINE OF SAID LOT 20 A DISTANCE OF 13.33 FEET TO THE POINT OF BEGINNING; THENCE N14°37'03"W, ON THE WESTERLY BOUNDARY LINE OF SAID BLOCK 2, A DISTANCE OF 21.49 FEET; THENCE S83°08'45"E, A DISTANCE OF 180.68 FEET TO A POINT ON CURVE SAID POINT BEING ON THE EASTERLY BOUNDARY LINE OF SAID DELAVAN PLACE; THENCE ON SAID EASTERLY BOUNDARY LINE OF SAID DELAVAN PLACE, ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 01°09'14", A RADIUS OF 1,195.96 FEET, A DISTANCE OF 24.09 FEET, WHOSE CHORD BEARS S27°01'02"E, A DISTANCE OF 24.09 FEET; THENCE N83°08'45"W, A DISTANCE OF 186.24 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 3,668 SQUARE FEET OR 0.084 ACRES.

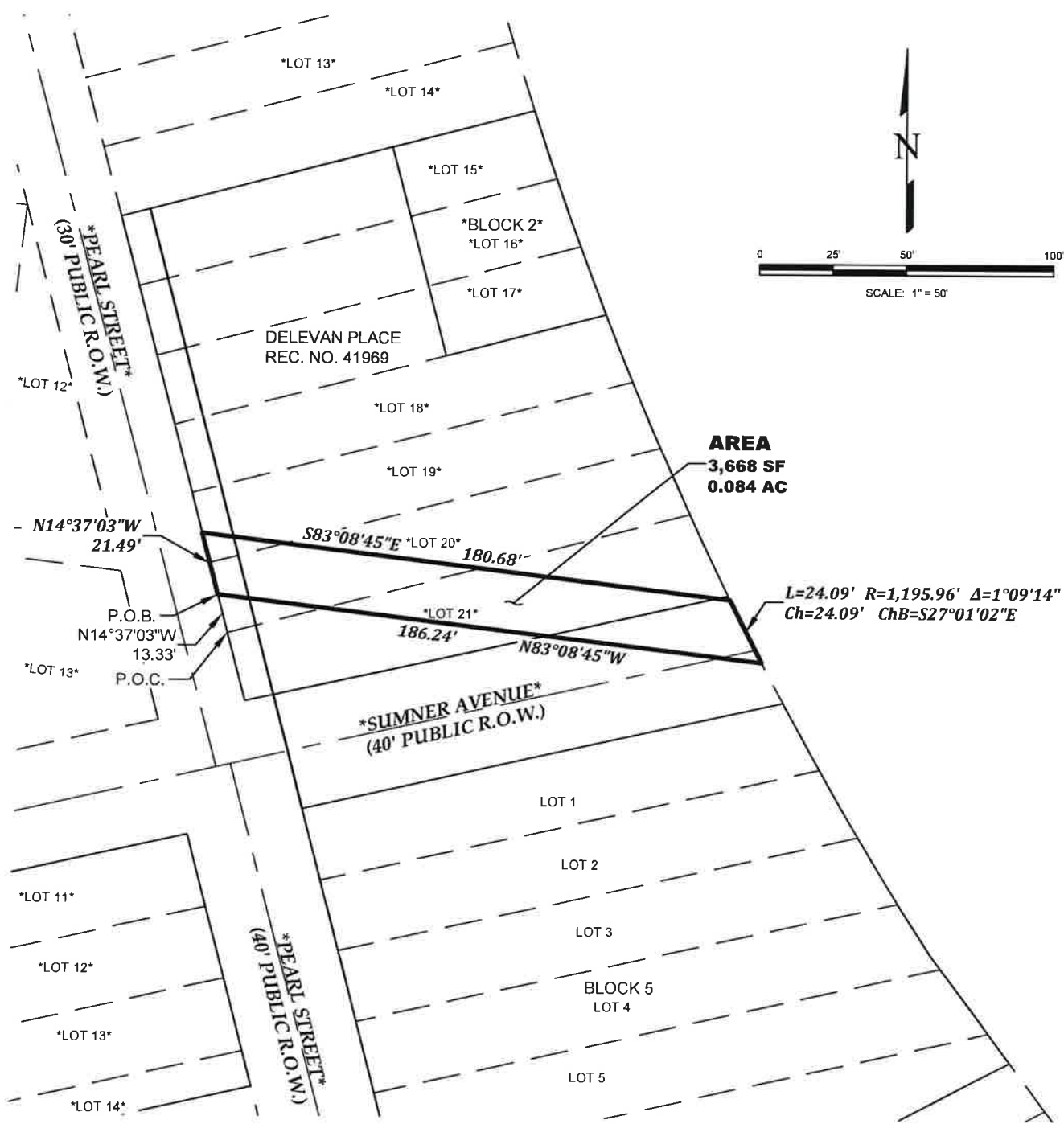
DESCRIPTION STATEMENT

I, EDWARD R. FISHER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

ILLUSTRATION FOR EXHIBIT A



LEGEND:

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING

BASIS OF BEARINGS:
THE CENTERLINE OF NELSON AVENUE BEING MONUMENTED AT THE WESTERLY END BY A CITY OF PUEBLO MONUMENT BOX WITH A 2-1/2" ALUMINUM CAP STAMPED "PLS 31925" AT THE INTERSECTION OF NELSON AVENUE AND SUMNER AVENUE AND AT THE EASTERLY END BY A CITY OF PUEBLO MONUMENT BOX WITH A 2-1/2" ALUMINUM CAP STAMPED "PLS 31925" AT THE PC OF NELSON AVENUE, BEING ASSUMED TO BEAR $N77^{\circ}55'17''E$, A DISTANCE OF 239.46 FEET.

THIS DRAWING DOES NOT REPRESENT A
MONUMENTED LAND SURVEY AND IS ONLY
INTENDED TO DEPICT THE LEGAL DESCRIPTION.



EDWARD-JAMES SURVEYING, INC.
926 Elkton Dr. 4732 Eagleridge Circle
Colorado Springs, CO 80907 Pueblo, CO 81008
(719) 576-1216 (719) 545-6240
09/26/22 JOB NO. 2299-00
UTILITY EASEMENT SHEET 2 OF 2



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE HISTORIC ARKANSAS RIVERWALK OF PUEBLO AUTHORITY FOR USE OF VICTORIA AVENUE, GREENWOOD STREET AND ELIZABETH STREET TO CONDUCT THE ANNUAL HOLIDAY LIGHTING EXTRAVAGANZA

SUMMARY:

Attached is an application for a revocable permit submitted by the HARP Authority to conduct their annual Holiday Lighting Extravaganza.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Historic Arkansas Riverwalk of Pueblo Authority has requested the use of Victoria Avenue between "D" Street and Greenwood Street, Greenwood Street between City Center Drive and Victoria Avenue, and Elizabeth Street from 2nd Street to Greenwood Avenue to hold their Holiday Lighting Extravaganza on November 25, 2022, from 6:00 a.m. until 10:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will modify the location of the events and potentially cancel the event all together.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Revocable Permit

RESOLUTION NO. 15049

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE HISTORIC ARKANSAS RIVERWALK OF PUEBLO AUTHORITY FOR USE OF VICTORIA AVENUE, GREENWOOD STREET AND ELIZABETH STREET TO CONDUCT THE ANNUAL HOLIDAY LIGHTING EXTRAVAGANZA

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit is authorized to be issued to the Historic Arkansas Riverwalk of Pueblo Authority for the use of Victoria Avenue between "D" Street and Greenwood Street, Greenwood Street between City Center Drive and Victoria Avenue, and Elizabeth Street between 2nd Street and Greenwood Street, on November 25, 2022, from 6:00 a.m. until 10:00 p.m.

SECTION 2.

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

SECTION 3.

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

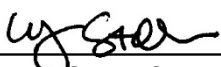
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **HARP Authority 125 Riverwalk Place Pueblo, CO 81003 719-595-0242**
2. Permitted Area: **Victoria Street from D Street to Grand Ave. Greenwood from Victoria to 1st Street. 1st Street from Greenwood to 2nd Street.**
3. Purpose of Revocable Permit: **Holiday Lighting Extravaganza**
4. Commencement Date: **November 25, 2022** Time: **6:00am**
5. Ending Date: **November 25, 2022** Time: **10:00pm**

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 2 day of November, 2022.

PERMITTEE:

Organization or

Individual:

By:

Title:

HARP Authority
Shayla Keys
Recreation & Entertainment Operations Manager

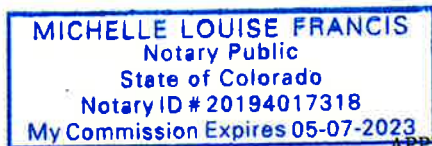
STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 2 day of November, 2022 by Shayla Keys as Recreation & Entertainment Operations Manager

My commission expires: 05-07-2023





Notary Public

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

By _____

Nicholas A. Gradisar, Mayor



125 Riverwalk Place • Pueblo, CO 81003
(719) 595-0242
www.puebloriverwalk.org

September 13, 2022
Pueblo City Hall
1 City Hall Place
Pueblo, CO 81003

To Whom It May Concern:

The HARP Authority will be hosting its annual Holiday Lighting Extravaganza on Friday, November 25, 2022, from 5:00 pm-9:00 pm. The event will be a no-admission event and feature fireworks, boat rides, and holiday concert entertainment.

For the safety of its spectators, the HARP Authority would like to close the following streets:

- Victoria from D Street to Grand
- Greenwood from Victoria to 1st Street
- 1st Street from Greenwood to 2nd

By closing the streets listed above, the HARP Authority will be assured plenty of open space for people to watch the fireworks show that will be displayed over Lake Elizabeth.

A-1 Barricade and Sign Incorporated has been hired by the HARP Authority to provide the street closure. The Authority has asked that the streets be closed on Friday, November 25 at 6:00 am until Friday, November 25 at 10:00 pm. A map showing the requested street closure is attached, along with the \$50 fee, \$500 deposit, and certificate of insurance.

Sincerely,

Shayla Keys

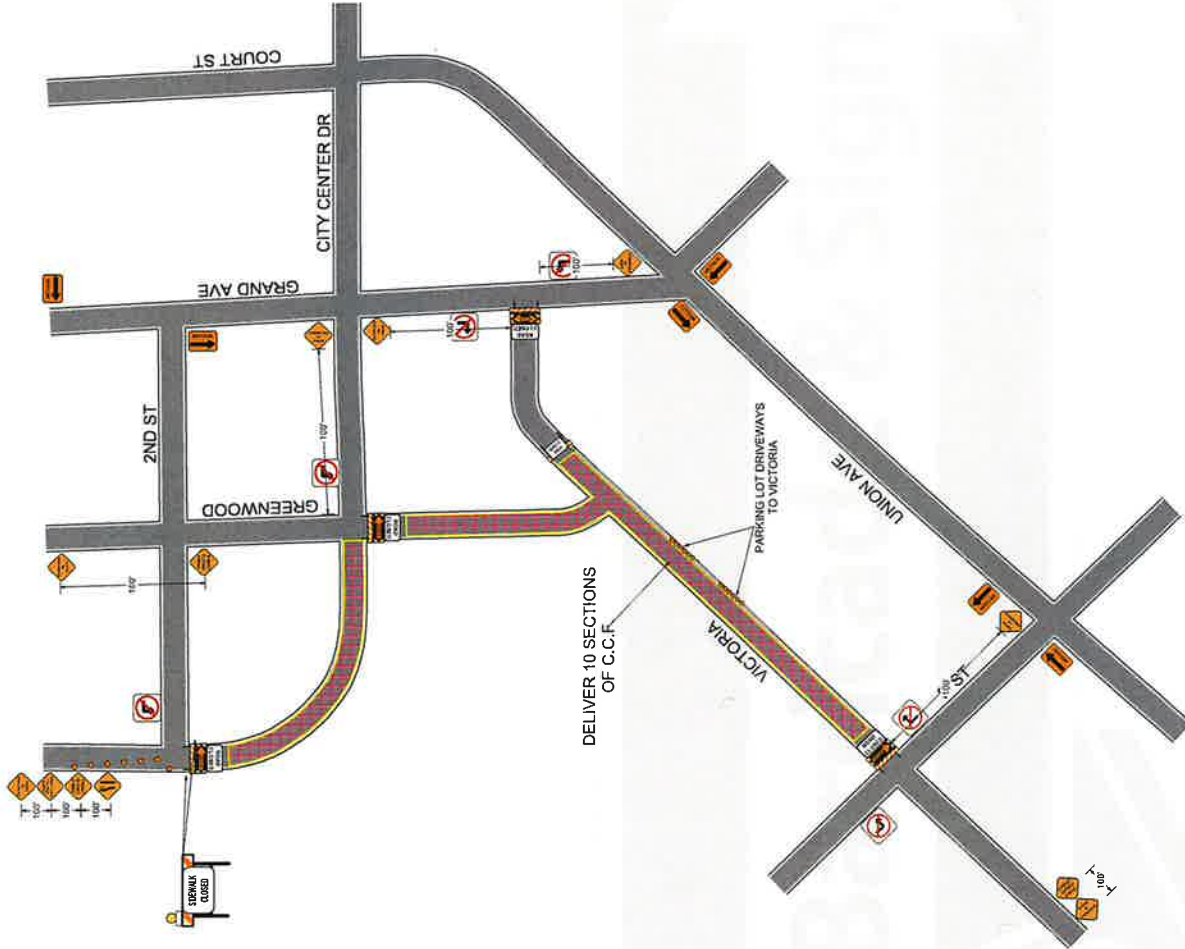
Shayla Keys
Recreation and Events Operation Manager



**PUEBLO HARP AUTHORITY
HOLIDAY LIGHTING EXTRAVAGANZA
VICTORIA AVE & GREENWOOD
PUEBLO, CO
NOV 25, 2022**

GENERAL NOTES:

1. 36" ADVANCE SIGNS WILL BE USED AND SPACED @ 300' APART.
2. TYPE 3 BARRICADES WILL BE USED AT THE POINT OF CLOSURES.
3. NIGHTTIME TRAFFIC CONES WILL BE USED.
4. CLOSURES WILL SET UP @ 6:00AM AND TAKEN DOWN @ 10:00PM.
5. ALL DEVICES SHALL BE SET IN ACCORDANCE WITH THE LATEST EDITION OF THE M.U.T.C.D.



EQUIPMENT LIST:

- (2) T-3 RC RIGHT
- (1) T-3 RC DOUBLE
- (2) T-3 RC LEFT
- (6) NO LEFT/RIGHT TURN
- (3) STREET CLOSED AHEAD
- (7) EVENT IN PROGRESS
- (6) M4-9 ROUTE MARKER

TRAFFIC CONTROL CONTRACTOR:

A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE.
PUEBLO, CO 81004
719-543-1353 OFFICE
719-543-6244 FAX
A1BARRICADE@YAHOO.COM

CERT #45632
EXP: 01/07/2024



APPROVALS:

FOOT:

PERMITEE:

TCS:

A1BARRICADE@YAHOO.COM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2022

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 LIC #N/A CIRSA 3665 Cherry Creek North Drive Denver, CO 80209	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):														
INSURED Historic Arkansas Riverwalk of Pueblo Authority c/o HUB International Insurance Services P.O. Box 58 Pueblo, CO 81002	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: CIRSA</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CIRSA		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: CIRSA																
INSURER B:																
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES

CERTIFICATE NUMBER: 64285281

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR X \$10m POL E&O Aggregate GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		LIAB 01-2022	01/01/22	01/01/23	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		LIAB 01-2022	01/01/22	01/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☒ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

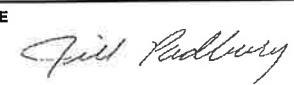
Certificate Holder is Additional Insured on Liability Policies if required by contract.

As respects for Holiday Lighting Extravaganza.

The liability policies contain a provision allowing the insured the right to waive subrogation prior to a loss.

CERTIFICATE HOLDER

CANCELLATION

City of Pueblo 1 City Hall Place Pueblo, CO 81003 USA	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.

ACORD 25 (2016/03)
Moniquef
64285281

The ACORD name and logo are registered marks of ACORD



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO PUEBLO COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE USE OF WEST 10TH STREET BETWEEN NORTH MAIN STREET AND COURT STREET AND NORTH MAIN STREET AND COURT STREET BETWEEN WEST 10TH STREET AND WEST 11TH STREET TO HOST THE COURTHOUSE LIGHTING CEREMONY

SUMMARY:

Attached is an application for a revocable permit submitted by Pueblo County Board of County Commissioners.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Pueblo County Board of County Commissioners request the use of West 10th Street between North Main Street and Court Street, and the use of North Main Street and Court Street between West 10th Street and West 11th Street on Tuesday, November 22, 2022, from 12:00 p.m. to 10:00 p.m., to host the Courthouse Lighting Ceremony.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will cancel the event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Revocable Permit

RESOLUTION NO. 15050

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO PUEBLO COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE USE OF WEST 10TH STREET BETWEEN NORTH MAIN STREET AND COURT STREET AND NORTH MAIN STREET AND COURT STREET BETWEEN WEST 10TH STREET AND WEST 11TH STREET TO HOST THE COURTHOUSE LIGHTING CEREMONY

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit is authorized to be issued to the Pueblo County Board of County Commissioners for the use of 10th Street between North Main Street and Court Street and the use of North Main Street and Court Street between West 10th Street and West 11th, on November 23, 2022, from 12:00 p.m. to 10:00 p.m.

SECTION 2.

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

SECTION 3.

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

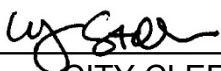
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Pueblo County Government 215 W. 10th Street 719-583-6534 Pueblo County Government**
2. Permitted Area: **I am requesting permission to close W. 10th street in front of the historic courthouse located at 215 W. 10th street from Court Street to Main Street. I am also requesting to close Court Street and Main Street from W. 11th street to W. 10th Street.**
3. Purpose of Revocable Permit: **I am requesting the street closures for our annual Pueblo County Government Courthouse Lighting Ceremony.**
4. Commencement Date: **November 22, 2022 Time: Noon**
5. Ending Date: **November 22, 2022 Time: 10 p.m.**

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

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 27 day of October, 2022.

PERMITTEE:

Organization or
Individual:

By:

Title:

Pueblo County Government

SABINA GENESIO

Pueblo County Manager

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 27th day of October, 2022 by

Michelle Wiseman

as Notary Public

My commission expires: 8-29-2024

Michelle Wiseman

Notary Public

MICHELLE WISEMAN

NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID 20224033987

My Commission Expires 08-29-2024

APPROVED this _____ day of _____, 20____.

PUEBLO, a Municipal Corporation

By _____

Nicholas A. Gradisar, Mayor



PUEBLO COUNTY

C O L O R A D O

BOARD OF COUNTY COMMISSIONERS

Eppie Griego
District 1

Garrison M. Ortiz
District 2

Chris Wiseman
District 3

Hello,

My name is Adam Uhemik, I'm the Public Information Officer for Pueblo County Government. I'm requesting a permit to close W. 10th street in front of the Pueblo County Courthouse on Tuesday, November 22, 202 from noon – 10 p.m.

In addition, I am requesting permission to close N. Main Street and Court Street between W. 10th street and W. 11th Street from noon – 7:30 p.m.

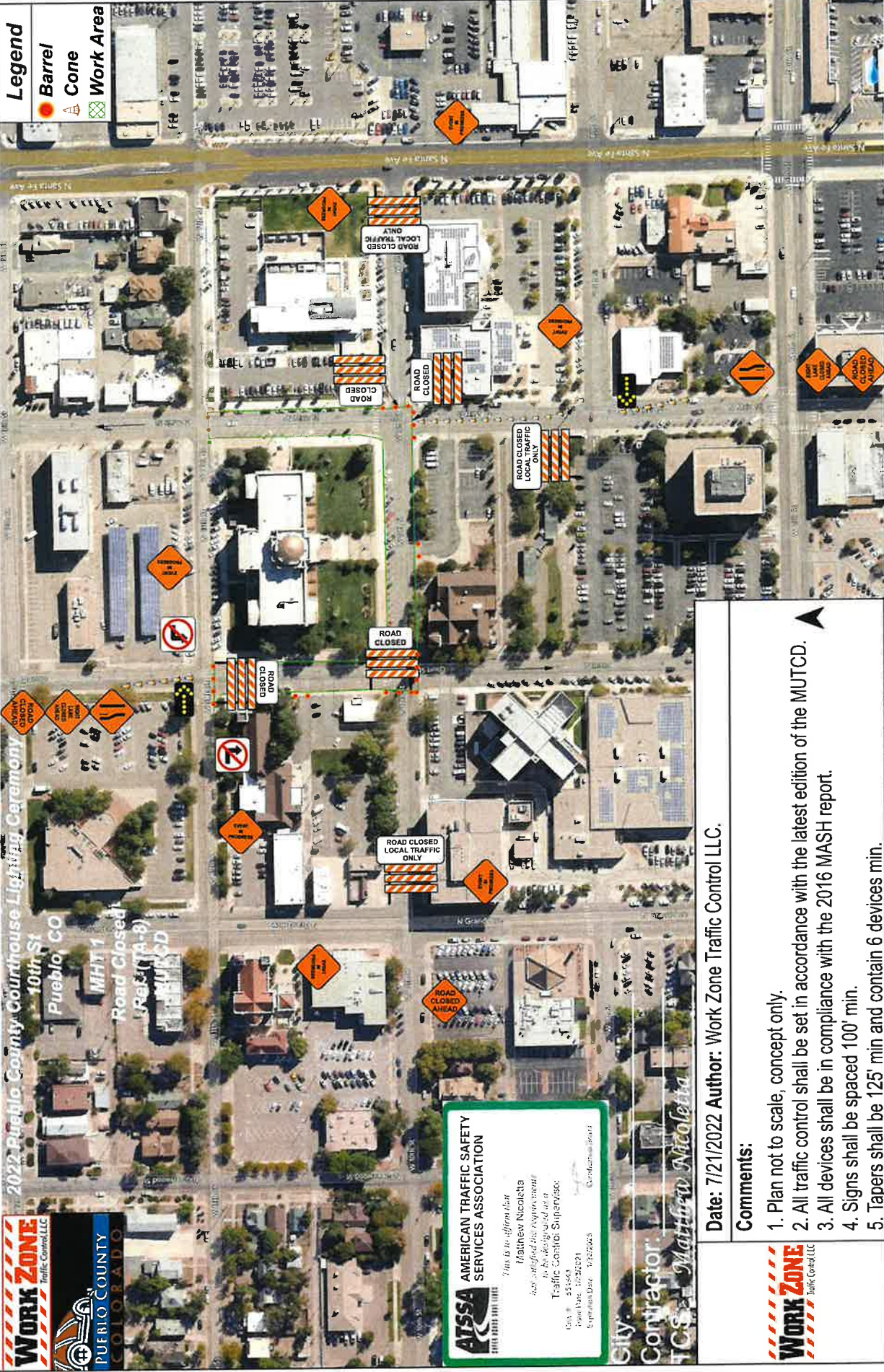
During the afternoon and early evening, we will be hosting our Courthouse Lighting Ceremony. If the permit is approved, from 5-7 p.m. we will have music, food trucks, and first responder vehicles on display in front of the Courthouse for kids and their family to enjoy. Starting at 7 p.m. we will hold our lighting ceremony followed by a professional fireworks and laser light show. Our firework vendor, J&M displays, is requesting we close specific sections of N. Main Street and Court Street to give them a little more room for safety purposes.

The street closures at noon will give us and our vendors a adequate time to clear existing parked cars and then setup for our courthouse lighting ceremony.

Attached with this application is a detailed map of where we would like to close the streets.

Best,

Adam Uhemik
Public Information Officer
Pueblo County Commissioners



Date: 7/21/2022 Author: Work Zone Traffic Control LLC.

Comments:

1. Plan not to scale, concept only.
2. All traffic control shall be set in accordance with the latest edition of the MUTCD.
3. All devices shall be in compliance with the 2016 MASH report.
4. Signs shall be spaced 100' min.
5. Tapers shall be 125' min and contain 6 devices min.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2022

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
Arthur J. Gallagher Risk Management Services, Inc.
6300 South Syracuse Way, Suite 700
Centennial CO 80111

CONTACT NAME: Nathan Kathol

PHONE (A/C, No, Ext): 303-889-2532

FAX (A/C, No):

E-MAIL ADDRESS: Nathan_Kathol@ajg.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Colorado Counties Casualty & Property Pool

INSURER B: County Worker's Compensation Pool

INSURER C: Various (See Attached)

INSURER D: Arch Insurance Company

11150

INSURER E:

INSURER F:

INSURED
Pueblo County
P.O. Box 4316
Pueblo, CO 81003

COVERAGES

CERTIFICATE NUMBER: 1343417155

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 SUBR INSD 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: Per Member	Y	PER PARTICIPATION CERT	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COMP/OP AGG \$ 1,500,000 Law Enforcement Liab \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		PER PARTICIPATION CERT	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 1,500,000		VARIOUS	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	PER PARTICIPATION CERT WCX005783206	12/31/2021 12/31/2021	12/31/2022 12/31/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Prop, Mob Eq, Auto PD, XS Excess Property		PER PARTICIPATION CERT See Attached	1/1/2022 1/1/2022	1/1/2023 1/1/2023	DEDUCTIBLE \$500 Layered \$ 150,000 See attachment

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

Workers' Compensation SIR: \$875,000

Carrier B: CWCP is a qualified Self Insured Pool and is reinsured by Carrier E

Casualty Program includes General Liability, Auto Liability, Law Enforcement Liability, & Public Officials Liability

RE: County Lighting Ceremony on November 22, 2022.

City of Pueblo is an Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Pueblo
1 City Hall Place
Pueblo CO 81003

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE YMCA OF PUEBLO FOR THE USE OF SPAULDING AVENUE, PARKER BOULEVARD, AND WEST 31ST STREET TO HOST THE ANNUAL TURKEY TROT - 5K RUN/WALK

SUMMARY:

Attached is an application for a revocable permit submitted by the YMCA of Pueblo to conduct their annual Turkey Trot-5K Run/Walk.

PREVIOUS COUNCIL ACTION:

Resolution and Revocable Permit approval.

BACKGROUND:

The YMCA of Pueblo has requested the closure of Spaulding Avenue, Parker Boulevard, and West 31st Street, on November 24, 2022, from 7:00 a.m. until 12:00 P.m. to host the Annual Turkey Trot 5K Run / Walk.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will change location of event or cancel the event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Revocable Permit

RESOLUTION NO. 15051

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE YMCA OF PUEBLO FOR THE USE OF SPAULDING AVENUE, PARKER BOULEVARD, AND WEST 31ST STREET TO HOST THE ANNUAL TURKEY TROT - 5K RUN/WALK

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit is authorized to be issued to the YMCA of Pueblo for the use of Spaulding Avenue, Parker Boulevard, and West 31st Street, on November 24, 2022, from 7:00 a.m. until 12:00 p.m.

SECTION 2.

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

SECTION 3.

The officers and staff 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.

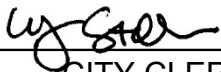
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **YMCA of Pueblo 3200 E Spaulding Ave 7195435151**
2. Permitted Area: **Spaulding Blvd, Parker Blvd, 31st St.**
3. Purpose of Revocable Permit: **Closing one lane in each direction of Spaulding Blvd, Parker Blvd and 31st St on Thanksgiving day to host the 14th annual Turkey Trot 5K run.**
4. Commencement Date: **November 24, 2022** Time: **7:00AM**
5. Ending Date: **November 24, 2022** Time: **12:00PM**

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

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this _____ day of _____, 20_____.

PERMITTEE:

Organization or
Individual: _____

By: _____

Title: _____

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the _____ day of _____, 20_____ by _____ as _____.

My commission expires: _____.

Notary Public

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

By _____

Nicholas A. Gradisar, Mayor

September 26th, 2022

Pueblo City Council
1 City Hall
Pueblo, CO 81003

Dear Pueblo City Council Members:

When most people think of Thanksgiving they think of the three F's – football, family and food. The YMCA of Pueblo would like to add a fourth "F" to the equation – FITNESS! This Thanksgiving Day the YMCA of Pueblo will conduct our 14th Annual Turkey Trot 5K Run/Walk and 1K Kids Fun Run.

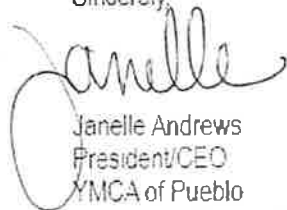
This event is being held to promote families getting healthy together with all the proceeds benefiting the YMCA's annual Community Support Campaign. The goal of the Trot is to get friends, families and co-workers moving on a day typically known for inactivity. The YMCA of Pueblo supports strong kids, strong families and strong communities and we want all to be represented at the Trot. But the Turkey Trot also serves a much greater purpose in that it supports children and families in our community by allowing them the opportunity to participate in YMCA programs and services that they otherwise would not be able to afford.

The Trot starts and ends at the YMCA Community Campus, 3200 Spaulding Avenue. The 5K Run/Walk begins at 9:00am. The 1K Kids Fun Run begins at 8:15 a.m. and is free and open to children 12 years old and younger.

We are requesting a revocable permit for this event which would enable us to close one lane of Spaulding Avenue and one lane of Parker Blvd. from 7:00 a.m. to 11:00 a.m. on Thursday, November 24, 2022, Thanksgiving Day. We don't anticipate this causing much of an inconvenience as most, if not all the businesses around the YMCA will be closed for the holiday.

Please feel free to contact me with any questions regarding this event. Thank you in advance for your consideration.

Sincerely,



Janelle Andrews
President/CEO
YMCA of Pueblo
719-543-5151 ext. 221
jandrews@puebloymca.org



 PUEBLO YMCA
5K RUN/WALK
SPAULDING BLVD & PARKER BLVD
PUEBLO, CO
AUG, 2022

RACE MARSHALLS SHALL
DIRECT TRAFFIC TO THE
INSIDE LANES OF TRAFFIC
AND THE RUNNERS TO THE
OUTSIDE LANES



CERT #45632
EXP: 01/07/2024

APPROVALS:	
CITY:	DATE:
CONTRACTOR:	DATE:
TSS:	DATE:

TRAFFIC CONTROL CONTRACTOR:
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE.
PUEBLO, CO 81004
719-543-1353 OFFICE
719-543-6244 FAX
A1BARRICADE@YAHOO.COM

Provide adequate
spacing for both
turn lanes to fit
onto Spaulding Ave



Allow vehicles to
turnaround in the
YMCA parking lot





YMCAOFP-01

TCORNEJO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2022

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 License # 0757776
HUB International Insurance Services (COL)
1414 W 4th Street
Pueblo, CO 81004

CONTACT NAME: Julie Cooper
PHONE (A/C, No, Ext): (720) 207-2348 FAX (A/C, No): (866) 243-0727
E-MAIL ADDRESS: julie.cooper@hubinternational.com

INSURED

YMCA of Pueblo, Colorado
3200 E Spaulding Ave
Pueblo, CO 81008

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A : Massachusetts Bay Insurance Company 22306

INSURER B : Allmerica Financial Benefit Insurance Company 41840

INSURER C : Hanover Insurance Company 22292

INSURER D : Pinnacle Assurance Company 41190

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	ZD4 H876415-00	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ABUSIVE ACTS LI \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AW4H87643300	12/31/2021	12/31/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			UH4H876418-00	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	596752	1/1/2022	1/1/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liabili			ZD4 H876415-00	12/31/2021	12/31/2022	1,000,000 / 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Turkey Trot 5k event on November 24, 2022

City of Pueblo is included as additional insured under General Liability. A waiver of subrogation in favor of the additional insured applies to General Liability.

CERTIFICATE HOLDER

City of Pueblo
1 City Hall Place
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



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: A RESOLUTION EXTENDING THE TERM OF THE AMERICAN RESCUE PLAN ACT FIRE FIT KIDS PROJECT FROM DECEMBER 31, 2022 UNTIL DECEMBER 31, 2024

SUMMARY:

This Resolution extends the term of the American Rescue Plan Act ("ARPA") Fire Fit Kids Project by two (2) years, from December 31, 2022 until December 31, 2024.

PREVIOUS COUNCIL ACTION:

By Resolution No. 14869, on April 25, 2022, City Council approved the expenditure of ARPA funds in the amount of Seventeen Thousand Dollars (\$17,000) from Project No. CI2113 – American Rescue Plan Act, to the City of Pueblo's Fire Department (hereinafter "Subrecipient") for purposes of purchasing equipment, apparatuses and other items of personal property to be used by children participating in the Fire Fit Kids Project of the City's Fire Department.

BACKGROUND:

Due to recent supply chain issues, Subrecipient has been unable to purchase the equipment authorized for purchase. An enlargement of time is necessary in order for Subrecipient to complete the project.

FINANCIAL IMPLICATIONS:

None. This Resolution does not authorize the expenditure of additional ARPA funds.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to approve the additional time for completion of the Fire Fit Kids project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15052

A RESOLUTION EXTENDING THE TERM OF THE AMERICAN
RESCUE PLAN ACT FIRE FIT KIDS PROJECT FROM
DECEMBER 31, 2022 UNTIL DECEMBER 31, 2024

WHEREAS, by Resolution No. 14869, on April 25, 2022, City Council approved the expenditure of ARPA funds in the amount of Seventeen Thousand Dollars (\$17,000) from Project No. CI2113 – American Rescue Plan Act, to the City of Pueblo's Fire Department (hereinafter "Subrecipient") for purposes of purchasing equipment, apparatuses and other items of personal property to be used by children participating in the Fire Fit Kids Project of the City's Fire Department (hereinafter "Project"); and

WHEREAS, due to recent supply chain issues, Subrecipient has been unable to purchase the equipment authorized for purchase and an enlargement of time is necessary in order for Subrecipient to complete the Project, NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The term of the Project shall be and hereby is enlarged and extended by two (2) years from December 31, 2022 until December 31, 2024.

SECTION 2.

Resolution No. 14869, dated April 25, 2022, is hereby ratified and shall remain in full force and effect, except as amended by this Resolution.

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.

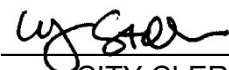
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION TO AMEND RESOLUTION NO. 14986 FUNDING
SOURCE FOR PROJECT NO. 22-033 ICE ARENA COOLING TOWER
REPLACEMENT

SUMMARY:

This Resolution will amend the funding source listed in Section 2 of Resolution No. #14986.

PREVIOUS COUNCIL ACTION:

City Council approved Resolution No. 14986 on September 12, 2022, awarding a construction contract to Tolin Mechanical for Project No. 22-033 Ice Arena Cooling Tower Replacement in the amount of \$166,186, plus \$13,814 for contingencies and additional work.

BACKGROUND:

Section 2 of Resolution 14986 specified that funds (including contingency) for Project No. 22-033 Ice Arena Cooling Tower Replacement shall be paid from Project No. LT2202 Cooling Tower Replacement for the Ice Arena Project. The actual amount of funds in that account total \$142,399.53. The remainder of the funds, \$37,600.47, should have been paid out of CI2212. This Resolution amends the funding source for this project.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$142,399.53 will be paid from account LT2202 Cooling Tower Replace – Ice Arena and \$37,600.47 will be paid from account CI2212 Ice Arena Cooling Tower Replacement.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will overspend account LT2202 Cooling Tower Replace - Ice Arena.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15053

A RESOLUTION TO AMEND RESOLUTION NO. 14986
FUNDING SOURCE FOR PROJECT NO. 22-033 ICE
ARENA COOLING TOWER REPLACEMENT

WHEREAS, City Council approved Resolution No. 14986 on September 12, 2022, awarding a construction contract to Tolin Mechanical for Project No. 22-033 Ice Arena Cooling Tower Replacement in the amount of \$166,186.00, and allocating \$13,814.00 for contingencies and additional work; and

WHEREAS, City Council approved Resolution No. 14969 on August 22, 2022, establishing Project No. CI2212 - Ice Arena Cooling Tower Project, and transferring \$37,600.47 from CI1811 and CI1111 into said project and transferring \$42,399.53 from LT1113, LT1402, LT1701, LT1902, and LT2201, respectively, into Project No. LT2202 - Ice Arena Cooling Tower Replacement Project; and

WHEREAS, account LT2202 has \$142,399.53 in funds available for this project and account CI2212 has \$37,600.47 in available funds for this project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Section 2 of Resolution No. 14986 is hereby amended to read as follows:

Funds for Project 22-033, including funds allocated for contingencies and additional work, shall be paid from the following project accounts in the amounts specified below:

CI2212 - Ice Arena Cooling Tower Project	\$ 37,600.47
LT2202 - Ice Arena Cooling Tower Replacement Project	\$142,399.53

SECTION 2.

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.

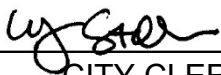
SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: A RESOLUTION CONSENTING TO PARTICIPATION BY THE BOARD
OF WATER WORKS OF PUEBLO, COLORADO IN THE COLORADO
INTERGOVERNMENTAL RISK SHARING AGENCY

SUMMARY:

Attached is a Resolution consenting to the participation by the Board of Water Works of Pueblo, Colorado ("Pueblo Water") in the Colorado Intergovernmental Risk Sharing Agency ("CIRSA").

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo Water is applying for membership in CIRSA. The attached Resolution expresses City Council's consent to Pueblo Water joining CIRSA.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to approve this Resolution may jeopardize approval of Pueblo Water's application for membership in CIRSA.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15054

A RESOLUTION CONSENTING TO PARTICIPATION BY THE
BOARD OF WATER WORKS OF PUEBLO, COLORADO IN THE
COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY

WHEREAS, the City of Pueblo is a member of the Colorado Intergovernmental Risk Sharing Agency ("CIRSA"), a public entity self-insurance pool providing property/casualty coverage, workers' compensation coverage, or both, to its members; and

WHEREAS, the Board of Water Works of Pueblo, Colorado ("Pueblo Water") is a public entity as said term is defined in C.R.S. Section 24-10-103(5); and

WHEREAS, Pueblo Water exists and operates under Article 15 of the City Charter of the City of Pueblo and Pueblo Water provides one or more functions, services, or facilities lawfully authorized to both the City of Pueblo and Pueblo Water; and

WHEREAS, Pueblo Water has made application for membership in CIRSA; and

WHEREAS, the City of Pueblo desires to consent to Pueblo Water's participation in CIRSA; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council of Pueblo hereby consents to participation by Pueblo Water in CIRSA.

SECTION 2.

A copy of this Resolution shall be forwarded to Pueblo Water and to CIRSA.

SECTION 3.

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

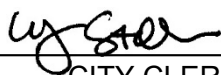
SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: November 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF NATHANIEL DINSMORE TO THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of a member to complete a three-year term expiring September 30, 2025 on the Pueblo Memorial Airport Advisory Committee.

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Pueblo Memorial Airport Advisory Committee selecting individuals to serve terms which expire during a calendar year. Amended City Charter Section 4-4 (i) now requires that such appointments be made by the Mayor, subject to confirmation by City Council.

BACKGROUND:

Due to normal term expiration of Larry Ohrdorf, there is one appointment available to complete a three-year term on the Pueblo Memorial Airport Advisory Committee.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the resolution

ATTACHMENTS:

1. Airport Application - Dinsmore

RESOLUTION NO. 15055

A RESOLUTION CONFIRMING THE APPOINTMENT BY
THE MAYOR OF NATHANIEL DINSMORE TO THE
PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Nathaniel Dinsmore to the Pueblo Memorial Airport Advisory Committee to complete a three-year term expiring September 30, 2025; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Nathaniel Dinsmore is hereby appointed to the Pueblo Memorial Airport Advisory Committee to complete a three-year term expiring September 30, 2025.

SECTION 2.

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

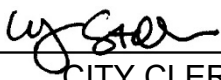
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: November 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Sunday, October 9, 2022 5:53:13 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	10/9/2022
------	-----------

BOARD OR COMMISSION	Airport Advisory Committee
------------------------	----------------------------

Contact Information

FIRST NAME	Nathanael
------------	-----------

LAST NAME	Dinsmore
-----------	----------

HOME ADDRESS	165 Midway Ave
--------------	----------------

CITY	Pueblo
------	--------

STATE	Co
-------	----

ZIP	81004
-----	-------

OFFICE ADDRESS	n/a
----------------	-----

CITY	n/a
------	-----

STATE	n/a
-------	-----

ZIP	n/a
-----	-----

DAYTIME PHONE	7194170206
---------------	------------

E-MAIL ADDRESS	nathandinsmore@protonmail.com
----------------	-------------------------------

ARE YOU CURRENTLY EMPLOYED WITH	NO
---------------------------------------	----

THE CITY OF
PUEBLO?

ARE YOU A
RESIDENT OF THE
CITY OF PUEBLO?

YES

OCCUPATION (or if
RETIRED, your
previous occupation)

Cannabis Cultivation Lead

Questionnaire

Please complete the following general information.

1. Please list your
areas of
accomplishments that
you feel could assist
the mission of this
Board or Commission.

I was the mayor of a small municipality in the state of Colorado. I live in Pueblo now. Here are some of my accomplishments while conducting my term as mayor.
I also led our municipal trash company in success tripling revenue and ensuring stability for the key municipal income
Evaluating and revamping Town Management Protocols and processes
Established better communication with County offices
Implemented municipal Policies to prevent the recurrence of community damage as a result of narcotics.

2. Why are you
interested in being
appointed to this Board
or Commission?

As a new member of the community here in the city of pueblo I would like to continue being involved in public service and would like the chance to be involved in larger municipality activities.

3. What Goals would
you like to see this
Board or Commission
accomplish?

as I am unfamiliar with the procedures that the board under takes it would be hard for me to list a set of goals that i would like to see accomplished, with that being said i have a fondness for the aviation field i would like to start here with your board.

4. List any other items
that might be useful in
consideration for your
appointment to this
Board or Commission.

At this time I have none for this section. I would like to only say
thankyou for your time and consideration

(Section Break)

Upload résumé,
references and/or other
pertinent information

Field not completed.

Email not displaying correctly? [View it in your browser.](#)



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JOE LATINO, MIKE RICOTTONE, AND TONY MONTOYA TO THE PUEBLO MUNICIPAL GOLF COURSE ENTERPRISE ADVISORY COMMITTEE

SUMMARY:

This resolution appoints members to serve a three-year term expiring December 1, 2025 on the Pueblo Municipal Golf Course Enterprise Advisory Committee.

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Pueblo Municipal Golf Course Enterprise Advisory Committee selecting individuals to serve terms which expire during a calendar year. Amended City Charter Section 4-4 (i) now requires that such appointments be made by the Mayor, subject to confirmation by City Council.

BACKGROUND:

Due to the term expirations of Tammy Fesmire, Michael Ricottone and Joe Latino, there are three appointments available to serve a three-year term expiring December 1, 2025, on the Pueblo Municipal Golf Course Enterprise Advisory Committee.

Following an advertisement published in the *Pueblo Chieftain* and an announcement on the Board and Commissions webpage seeking volunteers to serve on this board, three applications were received.

The applications were reviewed by Mayor Gradisar and his recommendation is to appoint Tony Montoya to the Elmwood Pass Holder position, Mike Ricottone to the Walkingstick Pass Holder position, and Joe Latino to the City Resident position.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and readvertise for additional applicants.

RECOMMENDATION:

Approval of the resolution

ATTACHMENTS:

1. Golf Course Application - Montoya Packet
2. Golf Board Application - Joe Latino
3. Golf Course App - Ricottone - Walkingstick Passholder

RESOLUTION NO. 15056

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF JOE LATINO, MIKE RICOTTONE, AND TONY
MONTOKA TO THE PUEBLO MUNICIPAL GOLF COURSE
ENTERPRISE ADVISORY COMMITTEE

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Tony Montoya, Mike Ricottone, and Joe Latino to the Pueblo Municipal Golf Course Enterprise Advisory Committee to serve a three-year term expiring December 1, 2025; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Tony Montoya is hereby appointed to the Elmwood Pass Holder position on the Pueblo Municipal Golf Course Enterprise Advisory Committee to serve a three-year term expiring December 1, 2025.

SECTION 2.

Mike Ricottone is hereby appointed to the Walkingstick Pass Holder position on the Pueblo Municipal Golf Course Enterprise Advisory Committee to serve a three-year term expiring December 1, 2025.

SECTION 3.

Joe Latino is hereby appointed to the City Resident position on the Pueblo Municipal Golf Course Enterprise Advisory Committee to serve a three-year term expiring December 1, 2025.

SECTION 4.

The officers and staff 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.

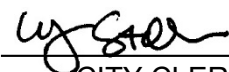
SECTION 5.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: November 14, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Wednesday, November 3, 2021 9:22:59 AM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	11/3/2021
------	-----------

BOARD OR COMMISSION	Golf Course Enterprise Adv Committee
------------------------	--------------------------------------

Contact Information

FIRST NAME	Tony
------------	------

LAST NAME	Montoya
-----------	---------

HOME ADDRESS	574 S. Baldwyn Dr.
--------------	--------------------

CITY	Pueblo
------	--------

STATE	Colorado
-------	----------

ZIP	81007
-----	-------

OFFICE ADDRESS	574 S. Baldwyn Dr.
----------------	--------------------

CITY	Pueblo
------	--------

STATE	Colorado
-------	----------

ZIP	81007
-----	-------

DAYTIME PHONE	7199942969
---------------	------------

E-MAIL ADDRESS	<i>Field not completed.</i>
----------------	-----------------------------

ARE YOU CURRENTLY EMPLOYED WITH	NO
---------------------------------------	----

THE CITY OF
PUEBLO?

OCCUPATION (or if
RETIRED, your
previous occupation)

Education administrator

Questionnaire

Please complete the following general information.

1. Please list your
areas of
accomplishments that
you feel could assist
the mission of this
Board or Commission.

Completed the Emerging Leadership Development program sponsored by El Pomar and the Greater Chamber of Commerce. As a result I added information about the City and County of Pueblo to my knowledge. I also met many individuals associated with a variety of organizations and businesses committed to Pueblo. As a long time educator at Colorado State University Pueblo I worked with many individuals and organizations to create leadership development programs, support for local businesses, and cooperative relationships.

I also served on PACOG, the Human Relations Commission, Community Service Advisory Commission, the District Attorney's Restorative Justice Program, the SRDA board, and other community programs.

2. Why are you
interested in being
appointed to this Board
or Commission?

As an avid golfer and annual pass holder I am committed to maintaining and/or improving our golf coursed and supporting the Parks and Recreation, as well as the golf Professionals in their work to insure a quality golf experience for our community. These efforts reach beyond our boarders and encourage golfers from surrounding cities to visit our city and contribute to economic development.

3. What Goals would
you like to see this
Board or Commission
accomplish?

1. Maintain quality golf experience.
2. Continue efforts to keep coursed affordable.
3. Support maintenance and up keep of facilities.
4. Encourage sustainability.
5. Support the Parks and Recreation in their efforts to support all aspects of their departments.

4. List any other items
that might be useful in
consideration for your
appointment to this
Board or Commission.

1. Managed annual budgets and staff for large organizations/programs.
2. Familiar with challenges faced by golf coursed to include fees, water use, maintenance, staffing, and up keep.
3. Familiar with a variety of city and county agencies.
4. Knowledgeable about golfers needs, expectations, and wishes as it relates to a quality golf experience.

(Section Break)

Upload résumé,
references and/or other

[TM resume 2.doc](#)

pertinent information

Email not displaying correctly? [View it in your browser.](#)

RESUME

Tony Montoya

Phone: Cell 719-994-2969

E-mail: colo_avalanchefan@live.com

EDUCATION

Bachelors of Science, Managerial Law, Metropolitan State College, Denver, CO, May 1981,
Masters, Public Administration, Bernard Barauch College, New York, NY, June 19, 1992
Mediation Education & Training Certificate, Colorado Council of Mediators & Mediation
Defense Race Relations Institute, Human Relations, Patrick Air Force Base
Advanced, Senior, and First Sergeants Academy, Colorado Army National Guard

EXPERIENCE

June 12, 2016 to July 25, 2016 Associate Sales/Special Events 3325 Dillon Dr., Pueblo CO 81008

Responsible for sales, customer service, product shelving, inventory management and product knowledge. Assisted customers identify and purchase the items they needed and assist in buying support or supplemental items to support their needs. Assisted in maintaining a clean and safe environment and well-organized store.

February 2, 2012 –December 20, 2013 Coordinator, League of United Latin American Citizens, Ford Grant, El Centro Quinto Sol, 609 N. Erie, Pueblo, CO 81001

Managed the Healthy Choices Program to support teens in our community as they choices about alcohol and marijuana. I facilitated activities so that students improved their behavior and academic success in school. More than a Dream provides support for youth to stay healthy and achieve their goals.

Authored a grant to the Ford Motor Company Fund, "Ford Driving Dreams through Education Grant," to help students who may not have the access get the individualized help they need in order to successfully, provide college and career readiness opportunities for high school students. Facilitated a partnership with Pueblo City Schools and the City and County of Pueblo to provide assistance in the recruitment process and to also provide a location, with computer access, tutoring and mentor for participants. Also obtained funding to host a conference for low-income elementary and middle school girls that provided them school, career and self-reliance information.

January 13, 2009 to May 15, 2012, Assistant to the Dean & Upward Bound Counselor, Colorado State University-Pueblo, 2200 Bonforte Blvd. Pueblo, CO 81001

This is a supplemental contract assigned special duties, projects and work to assist the Dean of Student Life in management duties. Specific tasks may include assignments such as evening supervision and coverage: office coverage (key staff for student inquiries, intake, guidance, and referrals), on-site management, observations and presence at Student Life venues and events on campus as directed by Dean. After hour's outreach and presentations: campus conduct expectations (presentations to athletes, Res Life floors, etc.); recruitment and coordinate events as directed by Dean or designee. Support at special events such as the Vietnam War Memorial, Distinguished Lecture Series, etc., as directed by Dean. Judicial reviews and advisement: caseload management and follow through; file integration in HMS. Parent liaison duties as assigned by Dean, to include: responding to parent concerns, inquiries, and referrals. The position is subject to usual CSU-Pueblo HR policies and guidelines for supplemental contracts.

June 10, 2005 to June 7, 2011, Director of Affirmative Action/Diversity and Director of the Multicultural Center, Colorado State University-Pueblo, 2200 Bonforte Blvd. Pueblo, CO 81001

Manage the University's Affirmative Action Program, receive complaints/grievances, conduct investigations, and make recommendations to the President. Assisted with the recruitment and hiring of faculty, administrators, and classified staff. Assist with advertising job openings via e-mail distribution list. Schedule diversity activities and programs for the campus population including entertainment, speakers, panel discussions, and conferences/symposia. Facilitate discussion on topics related to culture, historical contributions, varying political view points, and contributions from various groups. Utilize contacts in the community to serve as speakers for conferences and career presentations to students and staff. Serve as a University liaison to the Hispanic Association of Colleges and Universities. Coordinate the application to the HACU annual conference, internship programs, and scholarship program. Developed a Power-Point presentation for students and parents regarding the services provided by the Student Life and Development division. Participated in new student orientation programs. Utilize Microsoft Office, Word, Publisher, Power Point, Excel, Adobe Reader, and Outlook.

Maintain files for student participants, coordinate recruiting, counsel students, and prepare educational learning plans and assist with college application process. Develop power-point presentations and present to students, faculty and parents. Create brochures, pamphlets, and flyers for distribution at schools and the University. Research scholarship opportunities and financial aid funds available for students seeking post-secondary education. Support program staff during the six-week summer program, work with families to prepare students for residential component, and coordinate weekly activities. Coordinate family visitation days and gatherings throughout the six-week period. Prepare weekly reports on activities and programs offered and provide updates on new activities. Taught college First Year Experience course and high school seniors career development course using power-point presentation, printed materials, and class discussion. Incorporated Microsoft Office, Word, Publisher, Power Point, Excel, Adobe Reader, and Outlook into daily office function.

January 22, 2004 to June 4, 2005, Director Veterans Upward Bound Program, Colorado State University-Pueblo, Manage daily activities for the center including student staff supervision, budget allocation, correspondence to students and staff, and walk-in inquiries, academic advising, and programming activities.

Provide recruiting and retention strategies for underrepresented students and facilitate their acceptance to the University. Schedule diversity activities and programs for the campus population including entertainment, speakers, panel discussions, and conferences/symposia. Facilitate discussion on topics related to culture, historical contributions, political viewpoints, and contributions from various groups. Utilize contacts in the community to serve as speakers for conferences and career presentations to students and staff. Serve as a University liaison to the Hispanic Association of Colleges and Universities. Coordinate the application to the HACU annual conference, internship programs, and scholarship program. Developed a Power-Point presentation for students and parents regarding the services provided by the Student Life and Development division for University orientations. Participated in new student orientation programs. Used Microsoft Office, Word, Publisher, Power-Point, Excel, Adobe Reader, and Outlook.

2200 Bonforte Blvd. Pueblo, CO 81001

Spearheaded initial policies and procedures for managing the program including: budget, staffing, curriculum, communication, computer network integration, recruiting materials, and integration into the host institution facility. Managed daily activities, budget, program activities, and supervised student, part-time, and full-time staff. Ensure compliance with United States Department of Education guidelines regarding expenditures, policies, program goals, and client participation. Managed various

aspects necessary to acclimate veterans to civilian life and re-entry to education. Recruited and advised veterans interested in returning college, career exploration, provided housing information and provided retention services. Provided participants with General Educational Development courses, college predatory courses, and assistance with completing college applications. Utilize Microsoft Office, Word, Publisher, Power Point, Excel, Adobe Reader, and Outlook.

January 1, 2002 to January 31, 2004, Assistant Vice President, Multicultural and Academic Affairs, University of Northern Colorado, 1862 10th Avenue, Greeley, CO 80639, Dr. Marlene Strathe, 405-744-5627

Managed four cultural centers, one education outreach and retention program, and three federally funded programs including Student Support Program, Gear Up, Cumbres Teacher Preparation Program and [the Ronald E. McNair Post Baccalaureate Achievement Program](#). for recruitment, retention, and programming activities for a targeted group of students. Focused on increasing the numbers of minority and disadvantaged students applying to and being admitted to the University. Coordinated the evaluation, reporting functions, and goals for the centers and programs. Evaluated staff approved hiring, facilitated community outreach and recruitment. Consulted with University departments including, Admissions, Financial Aid, Institutional Research, academic departments, and the Student Union. Maximized the efficiency of Federally funded programs and met grant requirements as outlined by the United States Department of Education. Responsible for annual diversity reports, statistical data on enrollments, and employee data.

July 1, 1998, December January 4, 2002 Assistant Dean, School of Letters, Arts, and Sciences, Metropolitan State College of Denver, Denver, CO, 80207

Facilitated student enrollment, managed course registrations, and organized coordinated class schedule based on enrollment trends. Assisted with short and long term goals, college strategic planning, and staffing to meet the needs of students. Served as hearing officer for staff and student complaints and appeals of policy decisions. Coordinated presentations and events for the school during registration periods and for special programs. Directed activities, programs, and outreach for the Health Careers Science and Summer Bridge Programs. Collaborated with the local community college to create advertising materials, recruitment schedule, and criteria for admissions into the program. Hired staff, interview students to determine eligibility, processed applications for admissions and financial aid assistance, and enrolled students into appropriate courses. Taught First Year Student experience course via Speech Communication curriculum.

SPECIALIZED TRAINING/AWARDS/OTHER INFORMATION

Senior Resource Development Agency
Colorado Rockies Adult Leadership Award
Pueblo County District 70 School Board
Pueblo Area Council of Governments
President's Advisory Committee, Pueblo Community College
President's Hispanic Advisory Committee, Colorado State University-Pueblo
Mentor-Pueblo City Schools, Student Support Services & Pueblo Community College
Selected to National Urban Fellows Program, Masters in Public Administration
Teacher & Special Services Professional Standards Board and the Department of Education,
Certificate for Contributions to the Linguistically Diverse Endorsement Review Committee
Certificate of Completion, Council's Colorado Public Sector Employment Law Update, March 21-22, 2005
Certificate of Completion, How to Conduct a Public Sector Workplace Investigation, March 23, 2005
Mediation Education & Training Certificate, Colorado Council of Mediators & Mediation,
Collaborative Growth, November 14, 1997, Boulder CO, 80309

National Association of Academic Affairs Administrators, Management Development Seminar
Academy for Teaching Excellence, “Web Authoring” October & November 1999
United States Department of Agriculture Fellowship
Board Member of the Center for Immigration and Community Integration
Pueblo City Schools Affirmative Action Advisory Board
Pueblo Emerging Leaders Development Program
Academia de Policia Para la Comunidad, (Pueblo Police Community Academy) Pueblo Police
Department
Pueblo Coalition to Prevent Underage Drinking and Drugging
Pueblo City School Strategic Planning Committee
Pueblo Human Relation Commission
Pueblo District Attorney’s Restorative Justice Committee
Pueblo African American Concerns Organization
League of United Latin American Council 3043
Instructor, Colorado Army National Guard, Race Relations, Leadership and Communications



Application for Appointment



BOARD OR COMMISSION _____

DATE _____ DEADLINE TO SUBMIT: _____

Please type or clearly print the following information.

NAME: Joseph H. Latino

HOME ADDRESS: C/O 1620 Bunker Hill Rd.

OFFICE ADDRESS: _____

DAYTIME PHONE: 719-369-0514

E-MAIL ADDRESS: joelatt546@gmail.com

ARE YOU CURRENTLY EMPLOYED WITH THE CITY OF PUEBLO? No

OCCUPATION (or if RETIRED, your previous occupation): Retired Teacher,

Coach, Athletic Director, Principal, Area Supt. 2 Large
Metro School Districts - Denver Metro Area

Please type or clearly print the following questions.

Feel free to use additional paper, but limit responses to one page per question.

1. Please list your areas of accomplishments that you feel could assist the mission of this Board or Commission.

I've Served On The Govt Board For
The last Two Plus Years & Would Be Honored
To Serve Another Two years!

2. Why are you interested in being appointed to this Board or Commission?

As I've Indicated, I've A Background
In Athletic Administration. I Feel That To Serve
Another Term Would Allow Me To Be A Part In
Seeing Some Projects Thru To Conclusion!

3. What Goals would you like to see this Board or Commission accomplish?

1. Pavement of the Elmwood + Walking
Stick Parking lots + updated Golf Carts,
Improvement of the Greens, Clubhouses, and their
Amenities, New Golf Carts, Either Electric or updated
Gas Types.

4. List any other items that might be useful in consideration for your appointment to this Board or Commission.

1. I take Great Pride In Being A Pueblo
Native, Being Gone For 40 Plus Years + Coming
Back + And Getting Involved, Trying To Improve
or Make A Difference In Our Community.

5. List any other Civil or Community Commissions or Boards that you currently serve on.

Community Services Advisory Commission
Pillars of Unity
Eastside Action Team

MAIL OR SUBMIT TO:

**Mayor's Office
One City Hall Place
Pueblo, CO 81003**

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Tuesday, November 1, 2022 9:29:10 AM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	11/1/2022
BOARD OR COMMISSION	Golf Course Enterprise Adv Committee
Contact Information	
FIRST NAME	Michael
LAST NAME	Ricottone
HOME ADDRESS	4 Hadley Rill
CITY	Pueblo
STATE	Colorado
ZIP	81001
OFFICE ADDRESS	4 Hadley Rill
CITY	Pueblo
STATE	Colorado
ZIP	81001
DAYTIME PHONE	7196715026
E-MAIL ADDRESS	ricottonem@pueblounty.us
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF
PUEBLO?

ARE YOU A
RESIDENT OF THE
CITY OF PUEBLO?

YES

OCCUPATION (or if
RETIRED, your
previous occupation)

Project Manager

Questionnaire

Please complete the following general information.

1. Please list your
areas of
accomplishments that
you feel could assist
the mission of this
Board or Commission.

I presently serve as the President of this board. I have been on this board for several years and would like to continue my commitment to Pueblo and golfing in Pueblo.

We want to make it fun, affordable, accessible, and i complete experience when you choose to golf in Pueblo.

2. Why are you
interested in being
appointed to this Board
or Commission?

I love and appreciate Golf and want to have everyone feel the same.

3. What Goals would
you like to see this
Board or Commission
accomplish?

To look at the future of gold and golf experience in Pueblo. I feel we have two great course, but we want to continue to maintain and look at opportunities for improvement in the future.

4. List any other items
that might be useful in
consideration for your
appointment to this
Board or Commission.

I have 36 years in Constructions and I have the knowledge to look at how we can do improvements, challenges, time and money. As a Project Manager i also know how to work with various groups, people, owners.

(Section Break)

Upload résumé,
references and/or other
pertinent information

Field not completed.

Email not displaying correctly? [View it in your browser.](#)



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE LEVYING AND CERTIFYING THE CITY OF PUEBLO PROPERTY TAX MILL LEVY MADE IN 2022 FOR THE 2023 BUDGET YEAR

SUMMARY:

The attached Ordinance sets the mill levy for the property tax to be assessed and collected for use in the 2023 budget.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

For the purpose of meeting the general operating expenses of the City of Pueblo during the 2023 Fiscal Year this Ordinance will impose a mill levy upon real property located within the City of Pueblo.

FINANCIAL IMPLICATIONS:

The levy is set at 15.633 mills, which is the same as 2022. It is estimated to generate \$18,573,887 in property tax, this amount is net of estimated uncollectible taxes. The assessed value, as provided by the Pueblo County Assessor, is \$1,207,310,633.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

Not applicable

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE LEVYING AND CERTIFYING THE CITY OF
PUEBLO PROPERTY TAX MILL LEVY MADE IN 2022 FOR THE
2023 BUDGET YEAR

WHEREAS, the City of Pueblo's budget for fiscal year 2023 has been prepared and approved, and

WHEREAS, the 2022 net assessed valuation of all taxable property in the City of Pueblo as certified by the Pueblo County Assessor is \$1,207,310,633, and

WHEREAS, the property tax revenue for the fiscal year 2023 is estimated to be \$18,573,887; NOW, THEREFORE,

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

SECTION 1.

For the purpose of meeting the general operating expenses of the City of Pueblo during the 2023 Fiscal Year, there is hereby made, set and levied a tax of 15.633 mills upon each dollar of the total assessed valuation of all taxable property located within the City of Pueblo on the assessment date.

SECTION 2.

The City Council of the City of Pueblo does hereby certify to the County Commissioners of Pueblo County, Colorado the following mill levy imposed by this Ordinance upon each dollar of the total valuation for assessment of all taxable property located within the City of Pueblo on the assessment date:

Gross Mill Levy	15.633 mills
-----------------	--------------

SECTION 3.

The City Clerk is hereby directed to deliver a certified copy of this Ordinance, together with a Certificate of Tax Levies, form DLG 70, properly completed by the Director of Finance, to the County Commissioners of Pueblo County, Colorado, and the Division of Local Government immediately after passage of this Ordinance.

SECTION 4.

All increases to the City of Pueblo's net fund balance shall constitute and be considered "reserve increases" and therefore a part of the City of Pueblo's 2023 fiscal year spending. All 2023 year-end balances shall constitute and be considered "reserves" and all subsequent expenditures and transfers from such reserves shall be excluded from the City of Pueblo's fiscal year spending within the meaning of Article X, Section 20 (2)(e) of the Colorado Constitution.

SECTION 5.

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

SECTION 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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE LEVYING AND CERTIFYING THE BANDERA BOULEVARD SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2022 FOR THE 2023 BUDGET YEAR

SUMMARY:

The attached Ordinance sets the mill levy for the property tax within the Bandera Boulevard Special Improvement Maintenance District to be assessed and collected for use in the 2023 budget.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City Council as the governing body of the Bandera Boulevard Special Improvement Maintenance District, for the purpose of meeting maintenance and reserve expenses of the District, through this Ordinance sets and levies a tax of 5.000 mills upon taxable real property located within the Bandera Boulevard Special Improvement Maintenance District.

FINANCIAL IMPLICATIONS:

By approval of the voters within the District, the levy is fixed at 5.000 mills. The mill levy of 5.000 mills is estimated to generate \$39,805 in property taxes on an assessed valuation of \$7,960,981.

BOARD/COMMISSION RECOMMENDATION:

Approval of this Ordinance.

STAKEHOLDER PROCESS:

The Bandera Boulevard Special Improvement Maintenance District Advisory Committee met in October of 2022 to discuss the 2023 operations and budget of the District. The

Advisory Committee recommended the mill levy remain at 5.000 mills with no temporary credit, for 2022 to be collected in 2023.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE LEVYING AND CERTIFYING THE BANDERA BOULEVARD SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2022 FOR THE 2023 BUDGET YEAR

WHEREAS, the Bandera Boulevard Special Improvement Maintenance District's budget for fiscal year 2023 has been prepared and approved, and

WHEREAS, the 2022 net assessed valuation of all taxable property in the Bandera Boulevard Special Improvement Maintenance District as certified by the Pueblo County Assessor is \$7,960,981 and

WHEREAS, the tax revenue for the fiscal year 2023 is estimated to be \$39,805; NOW, THEREFORE,

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

SECTION 1.

The City Council Council as the governing body of the Bandera Boulevard Special Improvement Maintenance District, for the purpose of meeting maintenance expenses of the District, does hereby make, set and levy a tax of 5.000 mills upon each dollar of the total assessed valuation of all taxable real property located within the Bandera Boulevard Special Improvement Maintenance District on the assessment date to meet the cost of maintenance and reserve requirements for fiscal year 2023.

SECTION 2.

The City Council of the City of Pueblo does hereby fix and certify to the County Commissioners of Pueblo County, Colorado the following mill levy imposed by this Ordinance upon each dollar of the total valuation for assessment of all taxable real property located within the Bandera Boulevard Special Improvement Maintenance District on the assessment date:

Gross Mill Levy

5.000 mills

SECTION 3.

The City Clerk Clerk is hereby directed to deliver a certified copy of this Ordinance, together with a Certificate of Tax Levies, form DLG 70, properly completed by the Director of Finance, to the County Commissioners of Pueblo County, Colorado, and the Division of Local Government immediately after passage of this Ordinance.

SECTION 4.

All increases to the District's net fund balance shall constitute and be considered "reserve increases" and therefore a part of the district's 2023 fiscal year spending. All 2023 year-end balances shall constitute and be considered "reserves" and all subsequent expenditures and transfers from such reserves shall be excluded from the District's fiscal year spending within the meaning of Article X, Section 20 (2)(e) of the Colorado Constitution.

SECTION 5.

The officers and the staff of the City are authorized to perform any and all acts

consistent with the intent of this Ordinance to implement the policies and procedures described herein.

SECTION 6.

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

Action by City Council:

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

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: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE LEVYING AND CERTIFYING THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2022 FOR THE 2023 BUDGET YEAR

SUMMARY:

The attached Ordinance sets the mill levy for property tax within the SouthPointe Special Improvement Maintenance District to be assessed and collected for use in the 2023 budget.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City Council as the governing body of the SouthPointe Special Improvement Maintenance District, for the purpose of meeting maintenance expenses of the District, through this Ordinance sets and levies a tax of 5.000 mills upon taxable real property located within the SouthPointe Special Improvement Maintenance District.

FINANCIAL IMPLICATIONS:

By approval of the voters within the District, the levy is fixed at 5.000 mills. It is estimated to generate \$32,806 in property taxes on an assessed valuation of \$6,561.171.

BOARD/COMMISSION RECOMMENDATION:

Approval of this Ordinance

STAKEHOLDER PROCESS:

The Southpointe Special Improvement Maintenance District Advisory Committee met in October of 2022 to discuss the 2023 operations and budget of the District. The Advisory Committee recommended the mill levy remain at 5.000 mills for 2022 to be collected in 2023.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE LEVYING AND CERTIFYING THE
SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE
DISTRICT PROPERTY TAX MILL LEVY MADE IN 2022 FOR THE
2023 BUDGET YEAR

WHEREAS, the SouthPointe Special Improvement Maintenance District's budget for fiscal year 2022 has been prepared and approved, and

WHEREAS, the 2022 net assessed valuation of all taxable property in the SouthPointe Special Improvement Maintenance District as certified by the Pueblo County Assessor is \$6,561,171, and

WHEREAS, the property tax revenue for the fiscal year 2023 is estimated to be \$32,806;
NOW, THEREFORE,

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

SECTION 1.

The City Council as the governing body of the SouthPointe Special Improvement Maintenance District, for the purpose of meeting maintenance expenses of the District, does hereby make, set and levy a tax of 5.000 mills upon each dollar of the total assessed valuation of all taxable real property located within the SouthPointe Special Improvement Maintenance District on the assessment date.

SECTION 2.

The City Council of the City of Pueblo does hereby fix and certify to the County Commissioners of Pueblo County, Colorado the following mill levy imposed by this Ordinance upon each dollar of the total valuation for assessment of all taxable real property located within the SouthPointe Special Improvement Maintenance District on the assessment date:

Gross Mill Levy	5.000 mills
-----------------	-------------

SECTION 3.

The City Clerk is hereby directed to deliver a certified copy of this Ordinance, together with a Certificate of Tax Levies, form DLG 70, properly completed by the Director of Finance, to the County Commissioners of Pueblo County, Colorado, and the Division of Local Government immediately after passage of this Ordinance.

-

SECTION 4.

All increases to the District's net fund balance shall constitute and be considered "reserve increases" and therefore a part of the district's 2023 fiscal year spending. All 2023 year-end balances shall constitute and be considered "reserves" and all subsequent expenditures and transfers from such reserves shall be excluded from the District's fiscal year spending within the meaning of Article X, Section 20 (2)(e) of the Colorado Constitution.

SECTION 5.

The officers and the staff of the City are directed and authorized to perform any and all

acts consistent with the intent of this Ordinance to effectuate the policies and procedures described herein.

SECTION 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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE AWARDING AN AGREEMENT FOR MEP ENGINEERING SERVICES IN THE AMOUNT OF \$21,664 TO BRIDGERS & PAXTON CONSULTING ENGINEERS, INC., FOR 22-013 PROJECT NO.1, MINERAL PALACE ATRIUM HVAC RENOVATION, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Ordinance awards a task order agreement for MEP engineering services to Bridgers & Paxton Consultant Engineering, Inc., for 22-013 Project No.1 - Mineral Palace Atrium HVAC Renovation.

PREVIOUS COUNCIL ACTION:

Resolution 14923, dated June 27, 2022, approved agreements for professional mechanical, electrical, and plumbing (MEP) engineering service projects between Pueblo, and BCER Engineering, Plant Engineering Consultants and Bridgers & Paxton, for Project No. 22-013 MEP Engineering Consulting Services for City Facilities.

BACKGROUND:

The City requested proposals from qualified engineering firms to assist the City of Pueblo with on-call services for Mechanical, Electrical, and Plumbing (MEP) Engineering services. Three on-call master contracts were awarded to the following firms: BCER Engineering, Plant Engineering Consultants and Bridgers & Paxton.

The current project, Mineral Palace Atrium HVAC Renovation, is the first project under these master agreements and includes conducting a comprehensive evaluation of the existing Mineral Palace Atrium HVAC system at 1605 N. Santa Fe, to include but not limited to the mechanical, plumbing and electrical.

All three MEP engineering firms were invited to submit a proposal for the project, including a project understanding, schedule and fee. The proposal of Bridgers & Paxton was determined to be the most advantageous to the City of Pueblo.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$21,664.00 will be paid from account CI2113, ARPA Revenue Replacement funds for the Greenhouse renovation project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance will cancel the project.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 22-013 Bridgers and Paxton - Agreement for HVAC at Mineral Palace Atrium

ORDINANCE NO.

AN ORDINANCE AWARDING AN AGREEMENT FOR MEP ENGINEERING SERVICES IN THE AMOUNT OF \$21,664 TO BRIDGERS & PAXTON CONSULTING ENGINEERS, INC., FOR 22-013 PROJECT NO.1, MINERAL PALACE ATRIUM HVAC RENOVATION, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, pursuant to the approved Agreements for MEP Engineering Consulting Services, proposals for Project No. 22-013, Mineral Palace Atrium HVAC Renovation have been requested, received and examined; and

WHEREAS, the proposal of Brigers & Paxton Consulting Engineers, Inc., of Colorado Springs, Colorado was determined to be the most advantageous to the City, and in the best interest of the City; NOW, THEREFORE,

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

SECTION 1.

The Agreement for Professional Mechanical, Electrical, Plumbing (MEP) Engineering Services ("Professional Services Agreement"), a copy of which is attached hereto and made part hereof by reference, by and between City of Pueblo, a Municipal Corporation, and Bridgers & Paxton Consulting Engineers, Inc., a Colorado Corporation, to provide MEP engineering design services for the Mineral Palace Atrium HVAC Renovation, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funding in the amount of \$21,664.00 will be paid from account CI2113, ARPA Revenue Replacement funds for the Greenhouse renovation project.

SECTION 3.

The Mayor 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.

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

SECTION 5.

This Ordinance shall become effective immediately upon 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

**PROPOSED AGREEMENT FOR
PROFESSIONAL MECHANICAL, ELECTRICAL, PLUMBING (MEP) ENGINEERING
SERVICES BY AND BETWEEN CITY OF PUEBLO
AND BRIDGERS & PAXTON CONSULTING ENGINEERS, INC.**

THIS AGREEMENT made and entered this ____ day of November, 2022 by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner" or "City") and Bridgers & Paxton Consulting Engineers, Inc., a registered Colorado corporation, a professional engineering firm (hereinafter "Engineer") for Engineer to render certain professional planning, design, engineering and related services for Owner in connection with Bid 22-013 RFP MEP Engineering Consulting Services for City Facilities – Design of HVAC for Mineral Palace Atrium, 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
- ☒ - Construction Documents & Bidding Phase
- ☒ - 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, plumbing, 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 Schedule 1 – "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 perform the following unless otherwise stated in Schedule 1:

(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 one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with Owner. Owner may request additional copies as needed for no additional charge.

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 perform the following unless otherwise stated in Schedule 1:

(a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study 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 one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

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

(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 requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. 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 ' 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 one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

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 perform the following unless otherwise stated in Schedule 1:

(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 Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to Owner. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2006 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 contractor for construction of the Project, Engineer shall perform the following unless otherwise stated in Schedule 1:

(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 Schedule 1 - 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 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 his 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; except that 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 in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss, or injury to Engineer's employees.

(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 Schedule 3 - "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 timetable 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 Schedule 2 - "Fee Schedule".

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 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 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 Schedule 1 – "Scope of Services" and Section 1 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 \$21,664.00 in the aggregate, and not to exceed those maximum amounts set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Exhibit 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 Schedule 2 for such phase.

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 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 Schedule 2 - "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 Schedule 2 - "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. TERMINATION

6.1 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 Client 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.

6.2 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to 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 Engineer or Client. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

6.3 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 and Engineers, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Engineer's entire right to compensation shall be limited to the lesser of (a) the reasonable value of completed work to Client or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.4 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. In the event Owner uses the designs, Drawings or Specifications provided hereunder for another project independent from Project, without adaptation by Engineer, Owner shall hold harmless and indemnify Engineer from all loss, claims, injury, and judgments arising from the use of such designs, Drawings or Specifications for such other project.

(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 he has procured and will maintain during the term of this Agreement, such insurance as will protect him from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of his 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. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the Client.

(ii) Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement/contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by him and all his subcontractors under the agreement/ contract, 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. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the Agreement/Contract, and "Completed Operations and Projects Liability" coverage.

(iii) Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to owner.

(iv) Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement/contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Consultant.

(c) 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, his employees, subcontractors, and consultants.

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, City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO 81003 or to the Architect at Bridgers & Paxton Consulting Engineers, Inc., Attn: Steve Taylor, Vice President, 1365 Garden of the Gods Rd., Suite 260, Colorado Springs, CO 80907. 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 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.

7.5 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. 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 incidental beneficiaries only.

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 by Owner's Director of Public Works.

7.7 Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of 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, 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, national origin, disability, or age.

7.9 Severability. If any provision of this Agreement, except for Section 2.6, 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 2.6 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 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 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 Public Works whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, 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. SCHEDULES

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

Schedule 1 – "Scope of Services" consisting of 5 pages.

Schedule 2 – "Fee Schedule" consisting of 1 page.

Schedule 3 – "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 5 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. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986.

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

SECTION 12. PERA LIABILITY

The Engineer 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 Engineer shall submit the Colorado PERA Questionnaire at time of award and the completed form shall become part of the signed Agreement.

SECTION 13. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (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 made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

BRIDGERS & PAXTON CONSULTING
ENGINEERS, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Steve M. Taylor, Vice President

Attest: _____
Marisa Stoller, City Clerk

[S E A L]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM:

Dan Kogovsek, City Attorney

Attachments: Schedule 1 Scope of Services
 Schedule 2 Fee Schedule
 Schedule 3 Identification of Personnel, Subcontractors, and Task Responsibilities
 Additional Information

SCHEDULE 1

SCOPE OF SERVICES

Excerpt from Consultant Project Specific Scope of Work dated October 18, 2022, pages 2 - 3

SCOPE OF OUR WORK

In preparing our scope of work and compensation we have assumed the following:

1. Electrical/Special Systems

- Conduct a site investigation of existing facility and review all record documents pertaining to the electrical systems within the existing facility.
- Provide demolition drawings.
- Provide specifications and design of power connections to new HVAC equipment.
- Provide a cost estimate for equipment and installation.
- Assist selected contractor who will prepare a list of required submittals (submittal register) for construction.

2. Mechanical/Plumbing Systems

- Conduct a site investigation of existing facility and review all record documents pertaining to the mechanical systems infrastructure within the existing facility.
- Conduct cooling load calculations to confirm sizing of new equipment.
- Conduct heating load calculations to confirm sizing of new equipment.
- Conduct ventilation calculations for code required fresh air.
- Provide demolition drawings.
- Provide condensate drain design per IPC codes.
- Provide specifications and design of new HVAC systems including but not limited to ductwork, air devices, and thermostat controls.
- Provide an opinion of probable construction cost for equipment and installation.
- Assist selected contractor who will provide a list of required submittals (submittal register) for construction.

ROLES & RESPONSIBILITIES (B&P TEAM)

- The Engineer will manage the design team and offer coordination reviews for multiple disciplinary attendance. The Engineer will also champion these plans through the permitting process. As necessary, we will accommodate any permit review comments from the Authorities Having Jurisdiction.
- The Engineer will adhere to the design schedule as outlined by the Owner.
- A design kick-off meeting with the Owner is to be performed to provide clear scope definition and coordination of specialty space design requirements within 10 days from notice to proceed.
- The Owner shall provide B&P with complete information concerning project requirements for our work and shall furnish as applicable:
 - Criteria, constraints, and definitions applicable to this project.
 - A list of codes, including edition dates and local ordinances, supplements, and revisions applicable to this project.
 - Design and construction standards which we are to follow in the preparation of construction documents.
 - Inform us of special requirements of the project which will affect our work.
 - All relevant pdf and CAD drawings available for the building.

- It is anticipated that one design review meeting during each design phase (two (2) total) will be held virtually with Mechanical leads in attendance.
- Construction documents will be prepared in AutoCAD or Revit. Floor plan shall be provided to Engineer in AutoCAD format.

CONSTRUCTION ADMINISTRATION

- Site visits will be provided during construction and a final punchlist at substantial completion. It is anticipated that no more than two (2) OAC and/or site visits will be required, with one (1) mechanical representative at each site visit.
- Attendance at pre-bid meeting at site (one representative).
- Shop drawing and submittal review.
- Response to construction request for Information, RFI's.
- Review of change orders.
- Preparation of as-built drawings based on contractor redlines.

EXCLUSIONS

- Permitting fees.
- Architectural services.
- LEED certification and submission.
- Commissioning services.
- Replacement of plumbing system components.
- Design of any mass notification systems.

- I. Included in Basic Engineering Services are the following:
 - A. Preparation of Documents and Construction Administration
 - 1. Preparation of MEP Construction Documents including drawings and specifications for the building HVAC systems, control diagrams and sequences of operation, power, and special systems infrastructure.
 - 2. Control system design will include schematic control diagrams, sequence of operations,
 - 3. Division 23, 26, and 28 specifications, and coordination with Owner for FMS interface with the existing city FMS.
 - 4. Opinions of probable construction cost at initial submission.
 - 5. Construction administration services include, shop drawing review, RFI responses and site visits as outlined on the fee proposal, including a final site visit with final punchlist.
 - 6. As built drawings based on contractor mark-ups if required.
 - 7. Review of MEP record drawings and project closeout documents prepared by the Contractor, including test and balance reports and O&M manuals.
 - II. Not anticipated as being required and therefore not included in our Basic Services proposal are the following:
 - A. Detailed fire protection system design (head layout).
 - B. Fire alarm system design.
 - C. Plumbing system design (except as related to replacement of mechanical equipment).
 - D. Telecommunications and Special Systems Design.
 - E. Design of building interior, on-site area, and landscape lighting.
 - F. Site survey with all appropriate topographical information including location and identification of all surface and sub-surface utilities structures and distribution systems.
 - G. Extensive field investigations to determine the accuracy and correctness of the provided Record Drawings.
 - H. Extensive representation on site or commissioning of MEP systems. Commissioning might include but not be limited to the following: Detailed systems operation verification; point-by-point control/wiring systems checkout; verification of compliance with design criteria; assisting Owner and Contractor in critical path start-up; assisting User with performance verification; proactive conflict resolution; and maintenance staff training.
 - I. Computerized energy analysis and/or life cycle cost studies or system alternatives.
-

- J. Electrical coordination studies based on equipment supplied by Contractor.
 - K. Design of on-site electric utility infrastructure system improvements.
 - L. Design and analysis of site drainage or landscape irrigation system.
 - M. LPG System: The design and installation of the LPG system on site is the responsibility of the LPG supplier contracted by the owner and not of the design team. Any reference to the LPG system on site is for reference purposes only and does not infer we are directing the design and installation of the system. Our scope of work is limited to the point of connection to the building entrance and the piping system within the building. It is the responsibility of the LPG supplier to acquire all required permits and construction inspections by the Authority Having Jurisdiction (AHJ) for the installation of the system outside the building.
 - N. Structural Engineering design and/or details associated with the support of mechanical, electrical and plumbing systems (for example, light pole supports, concrete housekeeping pads, support structures for cooling towers or other ground mounted equipment, seismic support for piping, conduit and equipment, or other supports not specifically listed but needed for installation or code compliance.
 - O. Design of and/or coordination or cooperation with any asbestos or hazardous waste related activities.
 - P. Preparation of reports or studies for additional work typically included as "Additional Services" in the standard AIA Agreement between Architect and Consultants.
 - Q. Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications, and other documents resulting therefrom.
 - R. Services associated with LEED documentation.
-

SCHEDULE 2
FEE SCHEDULE

Preliminary Design (Schematic) Phase	\$5,308.00
Final Design Phase	\$8,846.00
Construction Documents & Bidding Phase	\$3,538.00
Construction Phase	\$3,972.00
Grand Total	\$21,664.00

PROFESSIONAL FEE SCHEDULE OF HOURLY RATES
MECHANICAL/ELECTRICAL/PLUMBING/TECHNOLOGY/CONTROLS
October 1, 2022 – September 30, 2023

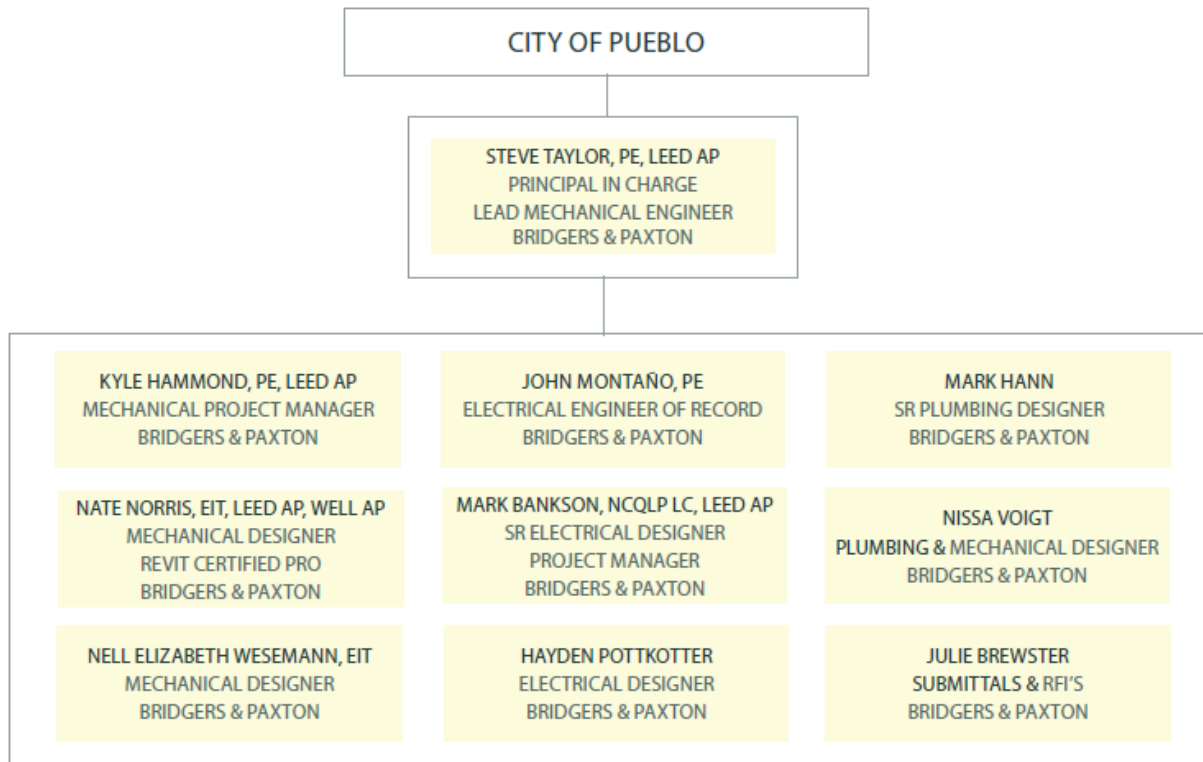
PRINCIPAL	\$215.00
PROJECT MANAGER	\$186.00
SENIOR ENGINEER	\$170.00
PROJECT ENGINEER	\$148.00
ENGINEER	\$125.00
ENGINEER INTERN	\$105.00
SENIOR DESIGNER	\$152.00
PROJECT DESIGNER	\$115.00
DESIGNER	\$ 96.00
BIM SERVICES	\$120.00
CADD TECH	\$ 85.00
ESTIMATING/CONSTRUCTION SERVICES	\$142.00

SCHEDULE 3

IDENTIFICATION OF PERSONNEL, SUBCONTRACTORS, AND TASK RESPONSIBILITY

Excerpt from Bidders Response to RFP dated June 8, 2022, pages 14-18

ORGANIZATIONAL CHART



STEVE TAYLOR, PE, LEED AP BD+C

PRINCIPAL IN CHARGE | LEAD MECHANICAL ENGINEER | BRIDGERS & PAXTON

Registrations: Professional Engineer CO #046750, AZ, WY
LEED Accredited Professional
Education: Bachelor of Science, Architectural Engineering, Kansas State University
Affiliations: ASHRAE



Steve Taylor is a Principal and Office Leader for B&P's Colorado Springs regional office. His project experience includes project management and mechanical engineering design for health-care, commercial, industrial, and educational facilities. Steve's design experience includes facility

assessment studies, pre-design investigation, heating and cooling load calculations, traditional HVAC system design, energy efficient HVAC, VRF systems, medical and laboratory gas, process piping, heat recovery systems, central plant, Divisions 21, 22 & 23 specification editing, EMCS, sequence of operation editing, LEED documentation and submission, and IECC compliance verification. Steve has completed energy simulations and life cycle cost analysis for both LEED and non-LEED buildings. Steve has extensive project management experience for large scale buildings and is authorized to stamp Mechanical and HVAC drawings.

RELEVANT EXPERIENCE

City of Pueblo On-Call Mechanical Engineering Services for Facilities
Pueblo, CO
Pueblo West Metro On-Call MEP Engineering Services
Pueblo West, CO
CSU-Pueblo Technology Building HVAC Upgrade
Pueblo, CO
CSU-Pueblo Technology Building Renovation Design
Build
Pueblo, CO
CDOT On-Call MEP Engineering Services
State of Colorado
Pueblo District 60 Two New Schools (Design)
Pueblo, CO
Pueblo Community College Fremont Nursing & Science Renovation
Pueblo, CO
Pueblo SRDA Senior Resource Development
Pueblo, CO
Swallows Charter Academy Gym, Kitchen
Pueblo West, CO
Adams State University Richardson Hall Renovation
Alamosa, CO
City of Aurora New Fire Station #16
Aurora, CO
City of Aurora New Fire Station #15
Aurora, CO
City of Colorado Springs Airport Modernization & Fire Renovation
Colorado Springs, CO
Widefield Water & Sanitation District Admin Building
Widefield, CO
City of Castle Pines New City Hall
Castle Pines, CO
Colorado State University (CSU) Pueblo Natatorium HVAC Assessment
Pueblo, CO
Pueblo D60 Facility Planning and Assessment
Pueblo, CO
City of Aurora Fire Station Assessments
Aurora, CO

KYLE HAMMOND, PE, LEED AP BD+C
MECHANICAL ENGINEER | PROJECT MANAGER | BRIDGERS & PAXTON

Registrations: Professional Engineer CO #051803
Education: Bachelor of Science, Architectural Engineering, Kansas State University
Affiliations: ASHRAE



Kyle Hammond is a Mechanical Engineer for the Colorado Springs regional office. His project experience includes mechanical engineering design for K-12, university projects, religious buildings, military buildings, hotels, offices, parking garages, high-end residences, recreation centers and natatoriums. Kyle's design experience includes heating/chilled water (air and water-cooled chillers), AHU, RTU, ERV, VRF (heat pump & heat recovery), ground-source heat pump, radiant floor, infrared radiant heaters, snowmelt, dust collection, commercial kitchen, heat trace; and full plumbing system design; Divisions 21, 22 & 23 specification editing, sequence of operation editing, and LEED

RELEVANT EXPERIENCE

- City of Pueblo On-Call Mechanical Engineering Services for Facilities
Pueblo, CO
- Pueblo District 60 2 New High Schools, 2 New Elementary Schools
Pueblo, CO
- Pueblo County DSS Judicial HVAC Replacement
Pueblo, CO (prior firm)
- COS District 11 Boiler Replacement Designs and Construction Administration Mann Middle School, Colorado Springs, CO
- COS District 11 Boiler Replacement Designs and Construction Administration Mann Middle School, Colorado Springs, CO
- COS District 11 Jackson Elementary School Boiler HVAC Upgrade
Colorado Springs, CO
- COS District 11 Mitchell High HVAC Replacement Design
Colorado Springs, CO
- Cobham CRAC and Test Lab HVAC Assessment
Colorado Springs, CO
- City of Colorado Springs Airport Chiller/Cooling Tower Replacement (prior firm)
Colorado Springs, CO

JOHN MONTAÑO, PE
 PRINCIPAL ELECTRICAL | ENGINEER OF RECORD | BRIDGERS & PAXTON

Registrations: Professional Engineer CO (#049797)
 Education: Bachelor of Science, University of New Mexico,
 Electrical Engineering
 Affiliations: Illuminating Engineering Society of North America



John Montaña is a Principal and Electrical Engineer for Bridgers & Paxton with over 29 years of experience. His expertise includes electrical studies, pre-design investigation, fee proposals, estimates of probable electrical construction costs, presentation of progress drawings to clients, lighting design and calculations, power systems design and load calculations, fire alarm system design, lighting protection, telecommunications, specification editing, construction administration and field observations.

John served as Lead Electrical Engineer for his relevant experience projects.

RELEVANT EXPERIENCE

Academy District 20 New Chinook Trail Middle School, Design-Build
 Colorado Springs, CO

Adams State University Richardson Hall Renovation
 Alamosa, CO

Maricopa County Engineering Services On-Call
 Phoenix, AZ

Arizona Dept. of Administration Electrical Engineering Services On-Call,
 Phoenix, AZ

Arizona Department of Revenue Building Cooling Tower Replacement
 Phoenix, AZ

Arizona State Facilities Baltz Generator
 Phoenix, AZ

MCC Scottsdale Community College Library Admin HVAC Upgrades
 Scottsdale, AZ

Point South Mountain Corporate Center Central Plant Assessment
 Phoenix, AZ

Maricopa County Facilities (MCF) Durango Campus 15KV Distribution Feasibility Study, Phoenix, AZ

MCF Maricopa County Sheriff's Office (MCSO) Headquarters Building - Coordination Study
 Phoenix, AZ

MARK BANKSON, NCQLP LC, LEED AP
 SR ELECTRICAL DESIGNER | PROJECT MANAGER | BRIDGERS & PAXTON

Registrations: NCQLP Lighting Certified
Education: Associate of Science, Central New Mexico Community College
Affiliations: Illuminating Engineering Society of North America (IES), Member, National Fire Protection Association (NFPA), Member



Mark Bankson is a NCQLP Lighting Certified, Senior Electrical Designer with over 40 years of experience providing electrical engineering, lighting design, power design and project supervision for site lighting, athletic, medical, office buildings, manufacturing, government, educational, laboratory and retail facilities. He has oversight of complete electrical design and construction administration for projects with values ranging from \$10,000 tenant finishes to \$45,000,000 manufacturing and office facilities. As a project manager, Mark provides electrical design, satisfies building LEED certifications, implements new technologies, performs electrical code and lighting photometric analysis, and project programming from conceptual design to project completion. Mark has received several lighting awards to include the National Merit Award from The Illuminating Society of North America and the Colorado Brilliance Merit Award.

Mark served as Senior Electrical Designer or Project Manager for his relevant experience projects.

RELEVANT EXPERIENCE

Pueblo West Metro District On-Call
 Pueblo West, CO

CSU-Pueblo Technology Building HVAC Upgrade
 Pueblo, CO

CSU-Pueblo Technology Building Renovation
 Design Build, Pueblo, CO

Pueblo District 60 Two New Schools (Design)
 Pueblo, CO

Pueblo District 60 Facility Master Planning,
 Pueblo, CO

Pueblo District 70 Swallows Charter Academy Gym
 & Kitchen, Pueblo West, CO

Swallows Charter Academy,
 Pueblo West, CO

City of Colorado Springs Fire Station 21,
 Colorado Springs, CO

City of Castle Pines New City Hall Building, Castle
 Pines, CO

Colorado Springs Airport Modernization & Fire
 Renovation, Colorado Springs, CO

City of Aurora New Fire Station 16, Aurora, CO
 City of Aurora New Fire Station 15, Aurora, CO

Colorado Springs Alley Lighting Project, Colorado
 Springs, CO

Creekwalk Development, Colorado Springs, CO
 Adams State University Richardson Hall Renovation.
 Alamosa, CO

Pueblo D60 Facility Planning and Assessment
 Pueblo, CO

City of Aurora Fire Station Assessments
 Aurora, CO

ADDITIONAL INFORMATION FOR AGREEMENT

Certificate of Good Standing

Colorado PERA Questionnaire

Insurance Certificate(s)



Colorado
Secretary of State
Jena Griswold

or this Record...
filing history and
documents
let 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

Summary

Details			
Name	Bridgers & Paxton Consulting Engineers, Inc.		
Status	Good Standing	Formation date	09/16/2010
ID number	20101516730	Form	Corporation
Periodic report month	September	Jurisdiction	Colorado
Principal office street address	1365 Garden Of The Gods Rd Ste 130, Colorado Springs, CO 80907-3488, United States		
Principal office mailing address	4600-C Montgomery Blvd. NE, Albuquerque, NM 87109, United States		

Registered Agent	
Name	Bridgers & Paxton Consulting Engineers, Inc.
Street address	3630 Sinton Road, Suite 100, Colorado Springs, CO 80907, United States
Mailing address	7020 Prospect Place NE, Suite 100, Albuquerque, CO 87110-0000, United States

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,

Bridgers & Paxton Consulting Engineers, Inc.

is a

Corporation

formed or registered on 09/16/2010 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 20101516730 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/28/2022 that have been posted, and by documents delivered to this office electronically through 11/01/2022 @ 12:33:24 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/01/2022 @ 12:33:24 in accordance with applicable law. This certificate is assigned Confirmation Number 14431797 .



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 ☒. (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 ☐.

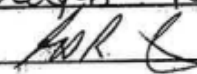
If you answered "yes" please state which of the above entities best describes your business:

(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 and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	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: Bridgerr & Paxton Consulting Engineers, Inc.
 Authorized Signature:  Title: Vice President
 Printed Name: Scott Atwater Date: 1/28/2021



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND VERO BROADBAND, LLC., A COLORADO LIMITED LIABILITY COMPANY

SUMMARY:

The Ordinance will approve a license agreement with Vero Broadband, LLC., a Colorado Limited Liability Company, which grants it a nonexclusive license to place telecommunications cable and ancillary facilities within the streets and right of ways of the City of Pueblo in order that the company may operate within the City of Pueblo as a telecommunications or broadband provider. The license agreement preserves, to the extent permitted under existing laws, the City's authority to manage its streets and rights of way for the benefit of the public without discrimination among telecommunications and broadband providers.

PREVIOUS COUNCIL ACTION:

The City of Pueblo has previously approved identical or substantially similar license agreements with other qualifying telecommunication and broadband providers in the past.

BACKGROUND:

The company's website states Vero Broadband was formed to fill a need in unserved and underserved communities where access to affordable, reliable broadband simply does not exist. Their goal is to bring the highest quality fiber-optic based broadband services to these communities. In addition, VERO strives to enhance communities by becoming an active partner in these communities by adding jobs, supporting local causes, and helping improve connectivity of schools and rural healthcare as well. As a qualified broadband or telecommunications service provider, Vero Broadband, LLC., has requested a license from the City of Pueblo for installation of a fiber network within the City of Pueblo.

FINANCIAL IMPLICATIONS:

Vero Broadband, LLC., and its customers will pay the City of Pueblo applicable sales

and use tax fees, E911 fees, and occupation taxes.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Pursuant to federal and state law, the City of Pueblo is prohibited from discriminating among or granting preferences to competing telecommunication providers in the issuance of licenses and from creating or erecting any unreasonable requirements for entry to the City of Pueblo's right of way. As such, the City of Pueblo alternatives are limited to proposing amendments to the proposed license agreement that are consistent with the foregoing limitations.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. TC-BB_License_Agreement_-_Vero_Broadband_LLC_(221008)

ORDINANCE NO. 10285

AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND VERO BROADBAND, LLC., A COLORADO LIMITED LIABILITY COMPANY

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

SECTION 1.

The License Agreement between the City of Pueblo, a Municipal Corporation and Vero Broadband, LLC., a Colorado Limited Liability Company, a copy of which is attached hereto, having been approved as to form by the City of Pueblo Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (“License Agreement”) is entered into this _____ day of November, 2022 (the “Effective Date”), by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as “City”), and Vero Broadband, LLC, a Colorado limited liability company (hereinafter referred to as “Licensee”). Licensee and City may sometimes be referred to in this License Agreement individually as a “party” or collectively as the “parties.”

WITNESSETH

WHEREAS, the City is a Colorado home rule city organized and existing under and by virtue of Article XX of the Colorado Constitution and possesses plenary power and authority over the use and occupation of the public rights of way within its corporate boundaries; and

WHEREAS, Licensee represents and warrants: (a) that it is a “Broadband provider” as that term is defined under Colorado and federal law, including, but not limited to, §38-5.5-102(3), C.R.S., or a “telecommunications provider” as that term is defined under Colorado and federal law, including, but not limited to, §38-5.5-102(9), C.R.S and 47 U.S.C. § 153(51); and (b) that it operates within the geographical boundaries of the City of Pueblo; and

WHEREAS, Licensee provides its telecommunications and/or Broadband services to customers over a network owned, controlled, or leased by Licensee which lines are authorized pursuant to franchise, license agreement, or revocable permit; and

WHEREAS, Licensee may wish to install telecommunications and/or Broadband facilities upon or within certain public rights of way within the corporate boundaries of the City in order to provide telecommunications and/or Broadband services; and

WHEREAS, City is authorized under the constitution and laws of the State of Colorado to grant consent to telecommunications and/or Broadband providers to occupy the public rights of way for such purposes; provided, however, the same shall not be nor constitute the granting of a local franchise under Article 16 of the City’s Charter nor shall same ever become or ripen into any franchise; and

WHEREAS, the City and Licensee have agreed to be bound by the terms and conditions set forth herein which shall govern Licensee’s use of the public rights of way.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions, and mutual promises set forth herein, the parties agree as follows:

ARTICLE I - DEFINITIONS

As used in this License Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. As used in this License Agreement, the word “shall” is mandatory, and the word “may” is permissive. Words not defined herein shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this License Agreement.

1. “Telecommunications Act” shall mean the Telecommunications Act of 1996 (47 U.S.C. §151, et seq.), as amended.

2. (a) “Facilities” means all physical components of the Licensee used to provide telecommunications and/or Broadband services which are located, or to become located pursuant to this License Agreement, within the City and are reasonably necessary, useful, or convenient to provide telecommunications and/or Broadband services within the territorial boundaries of the City, including, without limitation, poles, wires, cables, pipes, underground conduits, ducts, manholes, vaults, fiber optic cables and devices, switches, equipment boxes and sheds, and other structures and appurtenances. This term shall also include any Facilities which were installed under any prior License Agreement between the City and Licensee.

(b) “Leased Facilities” means all physical components used by Licensee to provide telecommunications and/or Broadband services which are leased to Licensee by third parties who are authorized by separate instruments to maintain same within Rights of Way within the City.

3. “Account” shall mean each telephone, telecommunications and/or Broadband access line or twisted pair equivalent provided by or on behalf of Licensee, if Licensee provides any type of local exchange service, at a customer’s premises over which the customer may send or receive any telephone, telegraph, fax, data, video, or other similar telecommunications and/or Broadband signals; except that “Account” shall not include any customer line used solely for receipt of cable television programming. Provision of a T1 or DS1 line furnished by Licensee to a customer which is connected to switched access service or local exchange service shall be counted as twenty-four (24) accounts; provision of a T3/DS3 shall be counted as six hundred seventy-two (672) accounts.

4. “Jurisdiction” shall mean (a) within the corporate boundaries of the City of Pueblo as now or hereafter constituted, (b) at, upon, under, or across the Pueblo Municipal Airport (“Airport”) and Pueblo Municipal Airport Industrial Park (“Industrial Park”), and (c) all highways, streets, roads, and other rights of way between and connecting the City of Pueblo and the Airport and/or Industrial Park where Facilities are located.

5. “Rights of Way” shall mean City streets, roads, alleys, sidewalk areas, and other dedicated rights of way within the Jurisdiction, together with dedicated utility easements within the Jurisdiction and easements deeded to the City for utility purposes, and including state highways

and highways which are part of the federal interstate highway system. The term shall not include any other property owned or leased by the City for other public use including, without limitation, City parks and open spaces.

6. “PMC” shall mean the Pueblo Municipal Code, as amended, and as same may be amended in the future.

7. “Wireless Communications Facility” or “WCF” means a facility used to provide personal wireless services as defined at 47 U.S.C. Section 332 (c)(7)(C); or wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services.

ARTICLE II - CONDITIONAL CONSENT GRANTED

1. Subject to Licensee’s compliance at all times with all of the terms and conditions of this License Agreement, all of the ordinances referenced herein, all applicable local, state, and federal laws, and further subject to the City’s lawful exercise of its police power (including, but not limited to, zoning, subdivision, permit, and building code requirements) and the City’s prior and superior right to usage for municipal purposes, the City hereby grants to Licensee, insofar as it has or may have the requisite power and authority to do so, a non-exclusive license to make reasonable use of the Rights of Way to construct, install, operate, and maintain Licensee’s Facilities in, through, over, above, and along the City’s Rights-of-Way within the City to and for the benefit of the City and the inhabitants of the City; provided, however, that with respect to state highways, Licensee must separately obtain consent from the Colorado Department of Transportation. This License Agreement shall extend to all areas of the City as it is now constituted, and to additional areas as the City may increase in size by annexation or otherwise.

2. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to be a franchise, nor an exclusive license or right, and the City reserves the right to make or grant a similar use of the Rights of Way to any other person or persons, including one or more other telecommunications providers.

3. The City retains the following rights in regard to this license:

(a) To revoke the license and consent hereby granted for misuse, non-use, or failure of Licensee to comply with the provisions hereof;

(b) To use, control, and regulate the use of the City streets, roads, easements, other public places, and the Rights of Way, and the space above and beneath the same; and

(c) To require the removal or relocation of any of the Facilities from the Rights of Way if necessary or desirable, in the sole but reasonable judgment of the City, for any public or municipal purpose or project.

4. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to grant authorization to construct or operate Wireless Communications Facilities. Authorization to utilize the Rights of Way for Wireless Communications Facilities must be obtained through separate authorization specifically permitting the use of the Rights of Way for Wireless Communications Facilities.

ARTICLE III - SCOPE

The license and consent granted by this License Agreement confer only the right to make reasonable use of the Rights of Way for Licensee's provision of telecommunications and/or Broadband services, and it is expressly understood and agreed to by Licensee that Licensee shall not operate a private telecommunications network, Wireless Communications Facilities, nor operate as a "cable operator" as that term is defined under federal law (47 U.S.C. §522(5)), nor shall it provide or offer to provide "cable services" as that term is defined under federal law (47 U.S.C. §522(6)), without proper local, state and federal authorization, as required by law.

ARTICLE IV - OCCUPATION TAX & E911 SURCHARGES

1. To the extent Licensee operates as a local exchange provider, as defined by §40-15-102(18), C.R.S. and/or as an interexchange provider, as defined by §40-15-102(11), C.R.S. the following provisions shall apply:

(a) Licensee understands and acknowledges that City had heretofore adopted Ordinance No. 4267 in December 1976 imposing upon all telecommunications utilities operating within the City, and effective January 1, 1977, an occupation tax as stated in said Ordinance. In its provision of local exchange services, whether directly or through resale, Licensee agrees to be bound by and comply with said Ordinance, including payment of the tax in an amount equal to six dollars (\$6.00) per annum for each Account, payable quarterly in equal installments. In providing local exchange services, Licensee hereby expressly agrees that it is and constitutes a telephone utility within the meaning of Ordinance No. 4267 and Licensee irrevocably waives and relinquishes any right it has or may have to claim or assert that said Ordinance is invalid under law or should not be applied to Licensee, including, without limitation, any claim that said Ordinance violates any provision of state law or the Telecommunications Act.

(b) The City has by Ordinance No. 9864 imposed an emergency telephone charge ("E911 Charge") of one dollar seventy-two cents (\$1.72) per month per exchange access facility, wireless communications access, and interconnected voice-over-internet-protocol service provided within the Jurisdiction, as authorized by §29-11-100.5, et seq., C.R.S. Licensee agrees to collect the E911 Charge from its customers and promptly remit the same monthly E911 Charge to the City as provided by §29-11-103(1), C.R.S.

ARTICLE V - SALES AND USE TAXES

1. Licensee agrees to obtain a sales and use tax license from the City and to comply

with all provisions of Title XIV of the Pueblo Municipal Code relating to sales and use taxes.

2. Licensee acknowledges and agrees that to the extent Licensee sells telecommunications services to customers within the City, including the provision of interstate telephone access service and interlata access service, such service is taxable by the City pursuant to §14-4-61(3), PMC, and Licensee shall collect such taxes from its customers and promptly remit same to the City in accordance with Title XIV, PMC.

ARTICLE VI - USE OF RIGHTS OF WAY

1. Facilities shall be located, installed, and maintained so that none of the Facilities endanger the lives, health, or safety of persons, or interfere with any public improvements the City or other governmental entities (including any stormwater, sanitary sewer, or water utilities or enterprises) have in place or may deem proper to make, nor shall the location, installation or maintenance of the Facilities hinder or obstruct the use of the streets or other public ways for their public purposes, including, but not limited to, vehicular and pedestrian traffic. All Facilities shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins any Right of Way.

2. Prior to the commencement of construction of any portion of its telecommunications system within the City (other than Leased Facilities), Licensee shall furnish to the City the general schematic plans for its Facilities, including system route maps, renderings of equipment boxes and structures, engineering, traffic control, and landscaping plans. In addition, the Licensee shall assess and report on the impact of its proposed construction on the City environment. Such plans and reports may be reviewed by the City to ensure, (a) that all applicable laws including building and zoning codes and air and water pollution regulations are complied with, (b) that aesthetic and good planning principles have been given due consideration, and (c) that adverse impact on the environment has been minimized. The Licensee shall comply with all regulatory requirements of the City lawfully binding on the Licensee and shall incorporate all other reasonable changes to its plans requested by the City.

3. Not less than thirty (30) days prior to construction of any Facilities within the Rights of Way at any specific location, Licensee shall furnish the City's Director of Public Works with detailed plans for such Facilities including detailed location drawings and final architectural, engineering, traffic control, and landscaping plans. Prior to commencing construction, Licensee shall: (a) obtain written approval of the Director of Public Works of the construction plans, (b) procure appropriate excavation permits pursuant to Chapter 6 of Title XII, PMC, and permits required by Chapter 3 of Title XII, PMC, or permits required pursuant to any similar ordinance adopted by City in the future, (c) pay all fees associated with such permits, and (d) comply with all requirements of said Chapters 3 and 6 of Title XII, the terms of said permits, and the City's Standard Construction Specifications and Standard Details adopted March 28, 2005, or as subsequently revised.

4. All construction, excavation, maintenance, and repair work done by Licensee shall

be done in a workmanlike and expeditious manner that minimizes the inconvenience to the City, the general public, and individuals. Licensee shall be liable for any damage to the City or City-owned property caused by Licensee's failure to act in a timely manner. All such construction, excavation, maintenance, and repair work done by Licensee shall comply with all applicable codes of the City and the State of Colorado, and Licensee shall be responsible for obtaining all applicable permits and licenses. The City shall have the right to inspect all construction or excavation work to ensure compliance with applicable codes and permits, and may order Licensee to perform corrective work. All public and private property disturbed by Licensee's activities shall be promptly restored by Licensee at its expense to substantially its former condition, subject to inspection by the City's Director of Public Works or their designee and compliance by Licensee with reasonable remedial action required by said official pursuant to the inspection. Licensee shall be liable to the City for the full cost of restoring any public property not promptly remedied by Licensee as required by said official.

5. The installation, maintenance, renovation, and replacement of Facilities by Licensee shall be subject to regulation by the City including as to (a) the location of Facilities in or upon the streets, alleys, and dedicated easements, (b) the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements, and driveways, (c) the timing and scheduling of work, and (d) the temporary closure of portions of streets and alleys. All Facilities shall be designed and installed so as to cause a minimal amount of interference with public property, water mains, sewer mains, electric and natural gas facilities, street lights, traffic signals, and all other municipal or authorized public use of the Rights of Way. The City's Director of Public Works may direct and require Licensee to locate its Facilities within a defined telecommunications corridor within any street or other Right of Way or otherwise at a specific location to minimize interference with other facilities or utilities. Licensee shall install and maintain its Facilities in such manner as to minimize interference with trees, natural features, and vegetation. Whenever feasible, Licensee shall enter into pole-sharing and conduit-sharing agreements with third parties in order to co-locate its wires and cables upon poles or within the conduit of other telecommunications providers or utilities.

6. Licensee shall, upon reasonable notice of not less than sixty (60) days, and at its sole cost and expense, remove, locate, and relocate its Facilities in, on, over, or under any Rights of Way in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair, or change in grade of any street, sidewalk, public improvement, or City project, or for the purpose of promoting the efficient operation of any such public improvement or project, or for the purpose of facilitating the vacation and/or redevelopment of Right of Way by the City. In the event Licensee fails to act within a reasonably allocated time, the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the City for the costs thereof. In the event the City causes Licensee's facilities to be relocated, the City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation. Licensee may request an extension of time to relocate facilities due to the inability to relocate its Facilities due to the actions or inactions of a third party which is unaffiliated with Licensee and not under contract with or under the control of Licensee. Such request for extension shall not be unreasonably withheld by the City.

7. Except where specifically authorized by the Director of Public Works of the City, all of Licensee's Facilities located within Rights of Way shall be located underground. In locations where wires or cables of franchisees of the City or of authorized local exchange carriers are presently located above-ground, the Director of Public Works will allow Licensee's Facilities to also be located above-ground unless he has specific reasons for not allowing above-ground installation at such location. Thereafter, and notwithstanding that any such authorization had been given, should the City subsequently determine for any area of the City that telephone or telecommunications wires, cable television cables, or electric utility wires located above ground shall be relocated underground, Licensee shall, upon reasonable notice, at its sole cost and expense, relocate its Facilities below ground in cooperation with other affected interests. In the event that Licensee fails to act within a reasonable allocated time the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the City for the costs thereof. In the event the City causes Licensee's Facilities to be relocated, the City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

8. After execution of this License Agreement, Licensee shall join and associate with the notification association of owners and operators of underground facilities in accordance with the requirements of Article 1.5 of Title 9, Colorado Revised Statutes. Prior to undertaking any excavation within the Rights of Way, Licensee shall comply with the notice requirements of said Article.

ARTICLE VII - ADDITIONAL CITY REGULATION

1. The City expressly reserves its right and duty to adopt, from time to time, in addition to the provisions herein contained, such charter provisions, ordinances, and rules and regulations as may be deemed necessary by the City to promote the health, safety, and welfare of its inhabitants and their property.

2. Notwithstanding anything in this License Agreement to the contrary, Licensee acknowledges that the City is planning to develop a new telecommunications policy which will be implemented through one or more ordinances or resolutions to be adopted by the City Council of the City, and/or through regulations to be adopted by Departments of the City. Licensee agrees that upon adoption of any such policy or regulations after the Effective Date, this License Agreement or any provision thereof may be unilaterally revoked or canceled by the City without cause and replaced with new terms and conditions which shall be made equally applicable within each class of Broadband or telecommunications provider operating within the City.

3. If, during the term of this License Agreement, the City is authorized pursuant to Colorado Law to collect compensation for use of the Rights of Way by telecommunications providers and the City enacts an ordinance concerning the use of Rights of Way which requires compensation for the use of the Rights of Way from any class of telecommunications providers on a competitively neutral and nondiscriminatory basis within such class, then Licensee shall, in accordance with the terms of such ordinance, pay such compensation.

ARTICLE VIII - COORDINATION AND CONDUIT/POLE SHARING

1. In order to minimize disruption to vehicular traffic and inconvenience to the public, and to enable the limited width of Rights of Way to be apportioned among all utilities, telecommunications providers, and other interests needing to locate or maintain facilities in the Rights of Way for the benefit of the public, it is imperative that pole sharing and conduit sharing be encouraged to the greatest extent possible. In furtherance of such purposes, Licensee agrees that it shall reasonably cooperate with the City, authorized utilities, and other local exchange carriers in placing conduit within the Rights of Way and in sharing unused space within underground conduits owned by Licensee, and upon poles or other above-ground facilities owned by Licensee.

2. Whenever the Licensee intends to install new underground conduit or replace existing underground conduit in a build greater than five hundred (500) feet in length, Licensee shall, whenever feasible, provide the City and all utilities, cable television franchisees, and local exchange carriers authorized to use the Rights of Way, with sixty (60) days advance written notice in order to permit the additional contemporaneous installation of conduit by the City, and such utilities, cable television franchisees, authorized telecommunications providers, and local exchange carriers. If the City desires additional conduit installed, it will so notify the Licensee and the City shall be responsible for the additional incremental expense of installing such additional conduit. If a utility, cable television franchisee, authorized telecommunications provider, or local exchange carrier desires additional conduit installed, it will so notify the Licensee in writing at least ten (10) days prior to the proposed construction date, and such party requesting the additional conduit shall be responsible for a pro-rata expense of installing such additional conduit. This Section is intended to maximize the coordination of facilities located within rights of way, and is not intended to govern routine connections of customers to an installed network not involving significant line extension or other excavations of limited scope.

3. Notwithstanding anything to the contrary in Section 2 of this Article VIII, in order to minimize disruption to the public and enable use of the public rights of way for public purposes, in connection with any installation of underground conduit by Licensee, the City may request Licensee to install one additional conduit for exclusive use by the City for public and municipal purposes. In any such case, Licensee shall install the conduit as requested and the City shall reimburse Licensee only for the cost of the conduit and associated handholes and pull boxes for the conduit, and for the additional incremental expense of installing such additional conduit, handholes, and pullboxes.

ARTICLE IX - INDEMNIFICATION

1. Licensee shall install, construct, maintain, and operate its telecommunications and/or Broadband system in a reasonable manner and shall use commercially reasonable efforts to provide reasonable protection against injury or damage to any and all persons or property. Licensee agrees to indemnify, defend, and hold the City harmless from all claims, costs, demands, suits, reasonable expert witness and attorneys' fees, court costs, and other reasonable costs of defense and judgments to the extent the same arise from, in whole or in part, Licensee's negligent acts or

omissions or failure to comply with the provisions of this License Agreement, and from all damages or penalties to the extent arising out of the installation, construction, operation, or maintenance of Licensee's telecommunications and/or Broadband system, whether or not any act or omission complained of is authorized, allowed, or prohibited by this License Agreement, except to the extent such damages or penalties result from the negligent acts or omissions or intentional or willful and wanton misconduct of the City. The City shall not be liable for, and Licensee shall indemnify, defend, and hold the City harmless from all costs, damages, and claims to the extent arising from or relating to delay by Licensee in performing its obligations hereunder, for any cause whatsoever, except for the negligent acts or omissions or intentional or willful and wanton misconduct of the City, other users of the Rights of Way, or a force majeure event.

2. The City shall provide prompt written notice to the Licensee of the pendency of any claim or action against the City arising out of the operations of the Licensee, the exercise by the Licensee of its rights under this License Agreement or the performance thereof by the Licensee. Licensee shall have sole control over the defense, investigation, and all negotiations for the compromise or settlement of any such claims; however, Licensee shall not enter into any compromise or settlement which imposes any obligation or liability on the City without the prior written consent of the City. The City shall provide Licensee with all reasonable cooperation, information, and assistance in connection with the claim; provided, however, that failure by the City to provide prompt notice of a claim; grant such sole control; and/or provide such cooperation, information and assistance shall not relieve Licensee of its obligations under this Article IX, except to the extent that the City is materially prejudiced by such failure. In the event that Licensee fails to timely assume the defense of any such claim which has been properly and promptly tendered to Licensee. Licensee also hereby agrees to pay all reasonable expenses of the City incurred by the City in defending itself with regard to any such damages, claims, or penalties, including all out-of-pocket expenses, reasonable attorneys' fees, and the reasonable value of any services rendered by the City Attorney, his assistants, or any employees of the City (collectively "Expenses"), but shall not be required to pay for any Expenses that are in excess of any settlement or compromise which was rejected by the City. Nothing herein shall limit the Licensee's obligation of full indemnification under this License Agreement.

ARTICLE X - INSURANCE

Prior to the commencement of any installation of Facilities under this License Agreement, Licensee shall procure and thereafter continuously maintain, for as long as this License Agreement remains in effect, at Licensee's expense, Commercial General Liability ("CGL") insurance written on ISO form CG 00 01 01 96, or a substitute form providing equivalent coverage, with a limit of not less than \$2 Million per occurrence, covering liability arising from premises, operations, independent contractors, personal injury, products completed operations, and liability assumed under an insured contract, on an occurrence basis. Under the terms of the required CGL policy, this License Agreement shall be defined as an insured contract. The policy shall identify the City as an additional insured, shall contain a waiver of right of subrogation against the City and shall have all necessary endorsements to provide coverage without exclusion for explosion, collapse,

and underground property damage hazards. A certificate of insurance shall be filed with the City's Director of Finance prior to commencement of installation of Facilities, which evidences compliance with the policy requirements stated above and provides for thirty (30) days prior written notice to the City prior to cancellation or material change of any insurance referred to therein. In the event the certificate states that it confers no rights upon the certificate holder, the City may require Licensee to furnish a complete copy of the policy including all declarations and endorsements.

ARTICLE XI - TERM

Unless sooner terminated as provided herein, the term of this License Agreement shall be for a period of five (5) years from and after the date of the Agreement. The parties may mutually agree in writing to renew this Agreement at expiration of the initial term.

ARTICLE XII - REMEDIES, TERMINATION, REMOVAL

1. In the event of any breach of the terms of this License Agreement by Licensee, the City shall have the right to obtain one or more of the following remedies, which are expressly agreed to be cumulative, and the exercise of any one (1) or more of them shall not be dependent upon the exercise of any other remedy, nor does the exercise of any one (1) or more of them constitute any bar or limitation to the exercise of any other: (a) specific performance or injunctive relief, (b) monetary damages, and (c) termination. In the event the City is required to commence an action to enforce its rights under this License Agreement or to obtain remedies provided above and the party which substantially prevails therein, shall be entitled to recover its costs, including reasonable attorneys' fees and expert witness fees.

2. Before terminating this License Agreement for cause on account of any default by Licensee, the City shall provide Licensee with written notice of the default and afford Licensee a reasonable period of not less than thirty (30) days in which to cure the default.

3. In the event Licensee abandons the telecommunications or Broadband system installed under the terms of this License Agreement or a certain part thereof or fails to use it for a period of one (1) year, or in the event the term of this License Agreement expires, or this License Agreement is terminated or is canceled for any reason, then Licensee shall remove its telecommunications or Broadband system, or the abandoned portions thereof in the case of a partial abandonment, at its expense. As an alternative to removal, if mutually agreed to by Licensee and the City, the ownership of the telecommunications or Broadband system (or abandoned portions) may be transferred to the City, in which event, all obligations and liabilities of Licensee under this License Agreement in connection with the portion of the telecommunications or Broadband system so transferred to the City shall terminate.

4. Licensee may cancel this License Agreement at any time, as described below, upon ninety (90) days' written notice to the City, subject to the indemnification requirements of this License Agreement, the removal provisions set forth in Section 3 of this Article XII above, and

any other provisions that survive the termination of this License Agreement.

ARTICLE XIII - NOTICES

Except as otherwise provided herein, notice under this License Agreement shall be deemed sufficient if provided in writing and mailed by US certified mail, return receipt requested, or delivered by a nationally recognized courier, and shall be deemed effective upon actual receipt or refusal of delivery, and shall be addressed to the respective party as follows:

If to the City:	Mayor 1 City Hall Pl. Pueblo, CO 81003
with a copy to:	Director of Public Works 211 E. "D" Street Pueblo, CO 81003
If to Licensee (by courier):	Vero Broadband, LLC 1023 Walnut Street Boulder, CO 80302
If to Licensee (by US Mail):	Vero Broadband, LLC PO Box 1110 Boulder, CO 80306

ARTICLE XIV - EFFECT OF MORE FAVORABLE LICENSE AGREEMENTS

In the event that any wireline telecommunications provider offering telecommunications services, other than cable services, for a fee to the public, or to such classes of users as to be effectively available to the public is granted consent to use the City's Rights of Way pursuant to terms and conditions which, if applied to Licensee, would be more favorable than those included herein, Licensee shall notify the City of such terms and conditions and Licensee shall have the option to renegotiate with the City with respect to such terms and conditions.

ARTICLE XV - SUCCESSORS AND ASSIGNS

Licensee may sell, transfer, lease, or assign this License Agreement or its rights under this License Agreement, in whole or in part, with prior thirty (30) days' written notice to the City if to: (a) any entity controlling, controlled by, or under common control with Licensee; or (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization, or consolidation involving Licensee. This License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No provision of this License Agreement shall confer rights or benefits upon any person not a party hereto.

ARTICLE XVI - SIGNATURES

The persons signing this License Agreement on behalf of Licensee represent and warrant that such persons and Licensee have the requisite power and authority to enter into, execute and deliver this License Agreement and that this License Agreement is a valid and legally binding obligation of Licensee enforceable against Licensee in accordance with its terms. This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such components together shall constitute one and the same instrument. This License Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

ARTICLE XVII - FORCE MAJEURE

Neither party shall be liable for its failure to perform any of its obligations hereunder if such failure is caused by an Act of God, labor strike, fire, earthquake, power blackouts, pandemics, epidemics, or any other cause beyond its reasonable control and without its fault or negligence.

ARTICLE XVIII - LAWS GOVERNING/VENUE

This License Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and applicable federal law. Venue for any proceeding brought pursuant to this License Agreement shall be in the District Court located in Pueblo County, Colorado or the Federal District Court for the District of Colorado to the extent the dispute involves a federal question.

ARTICLE XIX - COUNTERPARTS; ELECTRONIC DISPOSITION

This Agreement may be executed in multiple counterparts, each of which constitutes an original hereof. Regardless of the number of counterparts, all shall constitute only one agreement. In making proof of this License Agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties. Furthermore, the original of this License Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this License Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

ARTICLE XX - PUBLIC DISCLOSURE

The Licensee acknowledges that this License Agreement is public record within the meaning of the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq.* as the same may be amended, and accordingly may be disclosed to the public.

ARTICLE XXI - AMENDMENT

This License Agreement may not be amended except pursuant to a written instrument signed by both parties.

ARTICLE XXII - OTHER RIGHTS OF WAY USERS

The parties understand and agree that the Licensor permits other persons and entities to install utility facilities in the PROW. In permitting such work to be done by others, the Licensor shall not be liable to Company for any damage caused by those persons or entities.

ARTICLE XXIII - ENTIRE AGREEMENT

This License Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to this License Agreement and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, Licensee and the City have executed this License Agreement as of the Effective Date first above written and under the laws of the State of Colorado.

CITY OF PUEBLO,
A Municipal Corporation

By: _____
Mayor

ATTEST:

City Clerk

[SEAL]

LICENSEE

Vero Broadband, LLC

DocuSigned by:
By: Gregg Strumberger
15B4B6FC3E84452...
Title: Chief Legal Officer

ATTEST:

DocuSigned by:
Nicole Burke
43B775E81CBA497...
Title: Chief Financial Officer



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND VERO FIBER NETWORKS, LLC., A COLORADO LIMITED LIABILITY COMPANY

SUMMARY:

The Ordinance will approve a license agreement with Vero Fiber Networks, LLC., a Colorado Limited Liability Company, which grants it a nonexclusive license to place telecommunications cable and ancillary facilities within the streets and right of ways of the City of Pueblo in order that the company may operate within the City of Pueblo as a telecommunications or broadband provider. The license agreement preserves, to the extent permitted under existing laws, the City's authority to manage its streets and right of ways for the benefit of the public without discrimination between telecommunications and broadband providers.

PREVIOUS COUNCIL ACTION:

The City of Pueblo has previously approved identical or substantially similar license agreements with other qualifying telecommunication and broadband providers in the past.

BACKGROUND:

The company's website states that Vero Fiber Networks, LLC., is dedicated to helping students benefit from vital technological infrastructure by providing essential bandwidth infrastructure to schools and libraries by connecting district locations with fiber optic cable which will provide reliable, scalable and secure connectivity; enabling educational organizations to deploy digital educational tools and resources in a very cost-effective manner; partnering with technologists with a similar mission to foster a more robust community aimed at enhancing the K-12 education experience in the USA; and annually donating a portion of Vero Fiber Networks, LLC., profits directly to schools in need of equipment, software and tools to aid and improve their educational system. As a qualified broadband or telecommunications service provider, Vero Fiber Networks, LLC., has requested a license from the City of Pueblo for installation of a fiber network

within the City of Pueblo.

FINANCIAL IMPLICATIONS:

Vero Fiber Networks, LLC., and its customers will pay the City of Pueblo applicable sales and use tax fees, E911 fees, and occupation taxes.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Pursuant to federal and state law, the City of Pueblo is prohibited from discriminating among or granting preferences to competing telecommunication providers in the issuance of licenses and from creating or erecting any unreasonable requirements for entry to the City of Pueblo's right of ways. As such, the City of Pueblo alternatives are limited to proposing amendments to the proposed license agreement that are consistent with the foregoing limitations.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. TC-BB_License_Agreement_-_Vero_Fiber_Networks_LLC_(221008)

ORDINANCE NO. 10285

AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND VERO FIBER NETWORKS, LLC., A COLORADO LIMITED LIABILITY COMPANY

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

SECTION 1.

The License Agreement between the City of Pueblo, a Municipal Corporation and Vero Fiber Networks, LLC., a Colorado Limited Liability Company, a copy of which is attached hereto, having been approved as to form by the City of Pueblo Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (“License Agreement”) is entered into this _____ day of November, 2022 (the “Effective Date”), by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as “City”), and Vero Fiber Networks, LLC, a Colorado limited liability company (hereinafter referred to as “Licensee”). Licensee and City may sometimes be referred to in this License Agreement individually as a “party” or collectively as the “parties.”

WITNESSETH

WHEREAS, the City is a Colorado home rule city organized and existing under and by virtue of Article XX of the Colorado Constitution and possesses plenary power and authority over the use and occupation of the public rights of way within its corporate boundaries; and

WHEREAS, Licensee represents and warrants: (a) that it is a “Broadband provider” as that term is defined under Colorado and federal law, including, but not limited to, §38-5.5-102(3), C.R.S., or a “telecommunications provider” as that term is defined under Colorado and federal law, including, but not limited to, §38-5.5-102(9), C.R.S and 47 U.S.C. § 153(51); and (b) that it operates within the geographical boundaries of the City of Pueblo; and

WHEREAS, Licensee provides its telecommunications and/or Broadband services to customers over a network owned, controlled, or leased by Licensee which lines are authorized pursuant to franchise, license agreement, or revocable permit; and

WHEREAS, Licensee may wish to install telecommunications and/or Broadband facilities upon or within certain public rights of way within the corporate boundaries of the City in order to provide telecommunications and/or Broadband services; and

WHEREAS, City is authorized under the constitution and laws of the State of Colorado to grant consent to telecommunications and/or Broadband providers to occupy the public rights of way for such purposes; provided, however, the same shall not be nor constitute the granting of a local franchise under Article 16 of the City’s Charter nor shall same ever become or ripen into any franchise; and

WHEREAS, the City and Licensee have agreed to be bound by the terms and conditions set forth herein which shall govern Licensee’s use of the public rights of way.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions, and mutual promises set forth herein, the parties agree as follows:

ARTICLE I - DEFINITIONS

As used in this License Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. As used in this License Agreement, the word “shall” is mandatory, and the word “may” is permissive. Words not defined herein shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this License Agreement.

1. “Telecommunications Act” shall mean the Telecommunications Act of 1996 (47 U.S.C. §151, et seq.), as amended.

2. (a) “Facilities” means all physical components of the Licensee used to provide telecommunications and/or Broadband services which are located, or to become located pursuant to this License Agreement, within the City and are reasonably necessary, useful, or convenient to provide telecommunications and/or Broadband services within the territorial boundaries of the City, including, without limitation, poles, wires, cables, pipes, underground conduits, ducts, manholes, vaults, fiber optic cables and devices, switches, equipment boxes and sheds, and other structures and appurtenances. This term shall also include any Facilities which were installed under any prior License Agreement between the City and Licensee.

(b) “Leased Facilities” means all physical components used by Licensee to provide telecommunications and/or Broadband services which are leased to Licensee by third parties who are authorized by separate instruments to maintain same within Rights of Way within the City.

3. “Account” shall mean each telephone, telecommunications and/or Broadband access line or twisted pair equivalent provided by or on behalf of Licensee, if Licensee provides any type of local exchange service, at a customer’s premises over which the customer may send or receive any telephone, telegraph, fax, data, video, or other similar telecommunications and/or Broadband signals; except that “Account” shall not include any customer line used solely for receipt of cable television programming. Provision of a T1 or DS1 line furnished by Licensee to a customer which is connected to switched access service or local exchange service shall be counted as twenty-four (24) accounts; provision of a T3/DS3 shall be counted as six hundred seventy-two (672) accounts.

4. “Jurisdiction” shall mean (a) within the corporate boundaries of the City of Pueblo as now or hereafter constituted, (b) at, upon, under, or across the Pueblo Municipal Airport (“Airport”) and Pueblo Municipal Airport Industrial Park (“Industrial Park”), and (c) all highways, streets, roads, and other rights of way between and connecting the City of Pueblo and the Airport and/or Industrial Park where Facilities are located.

5. “Rights of Way” shall mean City streets, roads, alleys, sidewalk areas, and other dedicated rights of way within the Jurisdiction, together with dedicated utility easements within the Jurisdiction and easements deeded to the City for utility purposes, and including state highways

and highways which are part of the federal interstate highway system. The term shall not include any other property owned or leased by the City for other public use including, without limitation, City parks and open spaces.

6. “PMC” shall mean the Pueblo Municipal Code, as amended, and as same may be amended in the future.

7. “Wireless Communications Facility” or “WCF” means a facility used to provide personal wireless services as defined at 47 U.S.C. Section 332 (c)(7)(C); or wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services.

ARTICLE II - CONDITIONAL CONSENT GRANTED

1. Subject to Licensee’s compliance at all times with all of the terms and conditions of this License Agreement, all of the ordinances referenced herein, all applicable local, state, and federal laws, and further subject to the City’s lawful exercise of its police power (including, but not limited to, zoning, subdivision, permit, and building code requirements) and the City’s prior and superior right to usage for municipal purposes, the City hereby grants to Licensee, insofar as it has or may have the requisite power and authority to do so, a non-exclusive license to make reasonable use of the Rights of Way to construct, install, operate, and maintain Licensee’s Facilities in, through, over, above, and along the City’s Rights-of-Way within the City to and for the benefit of the City and the inhabitants of the City; provided, however, that with respect to state highways, Licensee must separately obtain consent from the Colorado Department of Transportation. This License Agreement shall extend to all areas of the City as it is now constituted, and to additional areas as the City may increase in size by annexation or otherwise.

2. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to be a franchise, nor an exclusive license or right, and the City reserves the right to make or grant a similar use of the Rights of Way to any other person or persons, including one or more other telecommunications providers.

3. The City retains the following rights in regard to this license:

(a) To revoke the license and consent hereby granted for misuse, non-use, or failure of Licensee to comply with the provisions hereof;

(b) To use, control, and regulate the use of the City streets, roads, easements, other public places, and the Rights of Way, and the space above and beneath the same; and

(c) To require the removal or relocation of any of the Facilities from the Rights of Way if necessary or desirable, in the sole but reasonable judgment of the City, for any public or municipal purpose or project.

4. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to grant authorization to construct or operate Wireless Communications Facilities. Authorization to utilize the Rights of Way for Wireless Communications Facilities must be obtained through separate authorization specifically permitting the use of the Rights of Way for Wireless Communications Facilities.

ARTICLE III - SCOPE

The license and consent granted by this License Agreement confer only the right to make reasonable use of the Rights of Way for Licensee's provision of telecommunications and/or Broadband services, and it is expressly understood and agreed to by Licensee that Licensee shall not operate a private telecommunications network, Wireless Communications Facilities, nor operate as a "cable operator" as that term is defined under federal law (47 U.S.C. §522(5)), nor shall it provide or offer to provide "cable services" as that term is defined under federal law (47 U.S.C. §522(6)), without proper local, state and federal authorization, as required by law.

ARTICLE IV - OCCUPATION TAX & E911 SURCHARGES

1. To the extent Licensee operates as a local exchange provider, as defined by §40-15-102(18), C.R.S. and/or as an interexchange provider, as defined by §40-15-102(11), C.R.S. the following provisions shall apply:

(a) Licensee understands and acknowledges that City had heretofore adopted Ordinance No. 4267 in December 1976 imposing upon all telecommunications utilities operating within the City, and effective January 1, 1977, an occupation tax as stated in said Ordinance. In its provision of local exchange services, whether directly or through resale, Licensee agrees to be bound by and comply with said Ordinance, including payment of the tax in an amount equal to six dollars (\$6.00) per annum for each Account, payable quarterly in equal installments. In providing local exchange services, Licensee hereby expressly agrees that it is and constitutes a telephone utility within the meaning of Ordinance No. 4267 and Licensee irrevocably waives and relinquishes any right it has or may have to claim or assert that said Ordinance is invalid under law or should not be applied to Licensee, including, without limitation, any claim that said Ordinance violates any provision of state law or the Telecommunications Act.

(b) The City has by Ordinance No. 9864 imposed an emergency telephone charge ("E911 Charge") of one dollar seventy-two cents (\$1.72) per month per exchange access facility, wireless communications access, and interconnected voice-over-internet-protocol service provided within the Jurisdiction, as authorized by §29-11-100.5, et seq., C.R.S. Licensee agrees to collect the E911 Charge from its customers and promptly remit the same monthly E911 Charge to the City as provided by §29-11-103(1), C.R.S.

ARTICLE V - SALES AND USE TAXES

1. Licensee agrees to obtain a sales and use tax license from the City and to comply with all provisions of Title XIV of the Pueblo Municipal Code relating to sales and use taxes.

2. Licensee acknowledges and agrees that to the extent Licensee sells telecommunications services to customers within the City, including the provision of interstate telephone access service and interlata access service, such service is taxable by the City pursuant to §14-4-61(3), PMC, and Licensee shall collect such taxes from its customers and promptly remit same to the City in accordance with Title XIV, PMC.

ARTICLE VI - USE OF RIGHTS OF WAY

1. Facilities shall be located, installed, and maintained so that none of the Facilities endanger the lives, health, or safety of persons, or interfere with any public improvements the City or other governmental entities (including any stormwater, sanitary sewer, or water utilities or enterprises) have in place or may deem proper to make, nor shall the location, installation or maintenance of the Facilities hinder or obstruct the use of the streets or other public ways for their public purposes, including, but not limited to, vehicular and pedestrian traffic. All Facilities shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins any Right of Way.

2. Prior to the commencement of construction of any portion of its telecommunications system within the City (other than Leased Facilities), Licensee shall furnish to the City the general schematic plans for its Facilities, including system route maps, renderings of equipment boxes and structures, engineering, traffic control, and landscaping plans. In addition, the Licensee shall assess and report on the impact of its proposed construction on the City environment. Such plans and reports may be reviewed by the City to ensure, (a) that all applicable laws including building and zoning codes and air and water pollution regulations are complied with, (b) that aesthetic and good planning principles have been given due consideration, and (c) that adverse impact on the environment has been minimized. The Licensee shall comply with all regulatory requirements of the City lawfully binding on the Licensee and shall incorporate all other reasonable changes to its plans requested by the City.

3. Not less than thirty (30) days prior to construction of any Facilities within the Rights of Way at any specific location, Licensee shall furnish the City's Director of Public Works with detailed plans for such Facilities including detailed location drawings and final architectural, engineering, traffic control, and landscaping plans. Prior to commencing construction, Licensee shall: (a) obtain written approval of the Director of Public Works of the construction plans, (b) procure appropriate excavation permits pursuant to Chapter 6 of Title XII, PMC, and permits required by Chapter 3 of Title XII, PMC, or permits required pursuant to any similar ordinance adopted by City in the future, (c) pay all fees associated with such permits, and (d) comply with all requirements of said Chapters 3 and 6 of Title XII, the terms of said permits, and the City's Standard Construction Specifications and Standard Details adopted March 28, 2005, or as

subsequently revised.

4. All construction, excavation, maintenance, and repair work done by Licensee shall be done in a workmanlike and expeditious manner that minimizes the inconvenience to the City, the general public, and individuals. Licensee shall be liable for any damage to the City or City-owned property caused by Licensee's failure to act in a timely manner. All such construction, excavation, maintenance, and repair work done by Licensee shall comply with all applicable codes of the City and the State of Colorado, and Licensee shall be responsible for obtaining all applicable permits and licenses. The City shall have the right to inspect all construction or excavation work to ensure compliance with applicable codes and permits, and may order Licensee to perform corrective work. All public and private property disturbed by Licensee's activities shall be promptly restored by Licensee at its expense to substantially its former condition, subject to inspection by the City's Director of Public Works or their designee and compliance by Licensee with reasonable remedial action required by said official pursuant to the inspection. Licensee shall be liable to the City for the full cost of restoring any public property not promptly remedied by Licensee as required by said official.

5. The installation, maintenance, renovation, and replacement of Facilities by Licensee shall be subject to regulation by the City including as to (a) the location of Facilities in or upon the streets, alleys, and dedicated easements, (b) the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements, and driveways, (c) the timing and scheduling of work, and (d) the temporary closure of portions of streets and alleys. All Facilities shall be designed and installed so as to cause a minimal amount of interference with public property, water mains, sewer mains, electric and natural gas facilities, street lights, traffic signals, and all other municipal or authorized public use of the Rights of Way. The City's Director of Public Works may direct and require Licensee to locate its Facilities within a defined telecommunications corridor within any street or other Right of Way or otherwise at a specific location to minimize interference with other facilities or utilities. Licensee shall install and maintain its Facilities in such manner as to minimize interference with trees, natural features, and vegetation. Whenever feasible, Licensee shall enter into pole-sharing and conduit-sharing agreements with third parties in order to co-locate its wires and cables upon poles or within the conduit of other telecommunications providers or utilities.

6. Licensee shall, upon reasonable notice of not less than sixty (60) days, and at its sole cost and expense, remove, locate, and relocate its Facilities in, on, over, or under any Rights of Way in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair, or change in grade of any street, sidewalk, public improvement, or City project, or for the purpose of promoting the efficient operation of any such public improvement or project, or for the purpose of facilitating the vacation and/or redevelopment of Right of Way by the City. In the event Licensee fails to act within a reasonably allocated time, the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the City for the costs thereof. In the event the City causes Licensee's facilities to be relocated, the City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation. Licensee may request an extension of time to relocate facilities due to the inability to relocate its

Facilities due to the actions or inactions of a third party which is unaffiliated with Licensee and not under contract with or under the control of Licensee. Such request for extension shall not be unreasonably withheld by the City.

7. Except where specifically authorized by the Director of Public Works of the City, all of Licensee's Facilities located within Rights of Way shall be located underground. In locations where wires or cables of franchisees of the City or of authorized local exchange carriers are presently located above-ground, the Director of Public Works will allow Licensee's Facilities to also be located above-ground unless he has specific reasons for not allowing above-ground installation at such location. Thereafter, and notwithstanding that any such authorization had been given, should the City subsequently determine for any area of the City that telephone or telecommunications wires, cable television cables, or electric utility wires located above ground shall be relocated underground, Licensee shall, upon reasonable notice, at its sole cost and expense, relocate its Facilities below ground in cooperation with other affected interests. In the event that Licensee fails to act within a reasonable allocated time the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the City for the costs thereof. In the event the City causes Licensee's Facilities to be relocated, the City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

8. After execution of this License Agreement, Licensee shall join and associate with the notification association of owners and operators of underground facilities in accordance with the requirements of Article 1.5 of Title 9, Colorado Revised Statutes. Prior to undertaking any excavation within the Rights of Way, Licensee shall comply with the notice requirements of said Article.

ARTICLE VII - ADDITIONAL CITY REGULATION

1. The City expressly reserves its right and duty to adopt, from time to time, in addition to the provisions herein contained, such charter provisions, ordinances, and rules and regulations as may be deemed necessary by the City to promote the health, safety, and welfare of its inhabitants and their property.

2. Notwithstanding anything in this License Agreement to the contrary, Licensee acknowledges that the City is planning to develop a new telecommunications policy which will be implemented through one or more ordinances or resolutions to be adopted by the City Council of the City, and/or through regulations to be adopted by Departments of the City. Licensee agrees that upon adoption of any such policy or regulations after the Effective Date, this License Agreement or any provision thereof may be unilaterally revoked or canceled by the City without cause and replaced with new terms and conditions which shall be made equally applicable within each class of Broadband or telecommunications provider operating within the City.

3. If, during the term of this License Agreement, the City is authorized pursuant to Colorado Law to collect compensation for use of the Rights of Way by telecommunications providers and the City enacts an ordinance concerning the use of Rights of Way which requires

compensation for the use of the Rights of Way from any class of telecommunications providers on a competitively neutral and nondiscriminatory basis within such class, then Licensee shall, in accordance with the terms of such ordinance, pay such compensation.

ARTICLE VIII - COORDINATION AND CONDUIT/POLE SHARING

1. In order to minimize disruption to vehicular traffic and inconvenience to the public, and to enable the limited width of Rights of Way to be apportioned among all utilities, telecommunications providers, and other interests needing to locate or maintain facilities in the Rights of Way for the benefit of the public, it is imperative that pole sharing and conduit sharing be encouraged to the greatest extent possible. In furtherance of such purposes, Licensee agrees that it shall reasonably cooperate with the City, authorized utilities, and other local exchange carriers in placing conduit within the Rights of Way and in sharing unused space within underground conduits owned by Licensee, and upon poles or other above-ground facilities owned by Licensee.

2. Whenever the Licensee intends to install new underground conduit or replace existing underground conduit in a build greater than five hundred (500) feet in length, Licensee shall, whenever feasible, provide the City and all utilities, cable television franchisees, and local exchange carriers authorized to use the Rights of Way, with sixty (60) days advance written notice in order to permit the additional contemporaneous installation of conduit by the City, and such utilities, cable television franchisees, authorized telecommunications providers, and local exchange carriers. If the City desires additional conduit installed, it will so notify the Licensee and the City shall be responsible for the additional incremental expense of installing such additional conduit. If a utility, cable television franchisee, authorized telecommunications provider, or local exchange carrier desires additional conduit installed, it will so notify the Licensee in writing at least ten (10) days prior to the proposed construction date, and such party requesting the additional conduit shall be responsible for a pro-rata expense of installing such additional conduit. This Section is intended to maximize the coordination of facilities located within rights of way, and is not intended to govern routine connections of customers to an installed network not involving significant line extension or other excavations of limited scope.

3. Notwithstanding anything to the contrary in Section 2 of this Article VIII, in order to minimize disruption to the public and enable use of the public rights of way for public purposes, in connection with any installation of underground conduit by Licensee, the City may request Licensee to install one additional conduit for exclusive use by the City for public and municipal purposes. In any such case, Licensee shall install the conduit as requested and the City shall reimburse Licensee only for the cost of the conduit and associated handholes and pull boxes for the conduit, and for the additional incremental expense of installing such additional conduit, handholes, and pullboxes.

ARTICLE IX - INDEMNIFICATION

1. Licensee shall install, construct, maintain, and operate its telecommunications and/or Broadband system in a reasonable manner and shall use commercially reasonable efforts to

provide reasonable protection against injury or damage to any and all persons or property. Licensee agrees to indemnify, defend, and hold the City harmless from all claims, costs, demands, suits, reasonable expert witness and attorneys' fees, court costs, and other reasonable costs of defense and judgments to the extent the same arise from, in whole or in part, Licensee's negligent acts or omissions or failure to comply with the provisions of this License Agreement, and from all damages or penalties to the extent arising out of the installation, construction, operation, or maintenance of Licensee's telecommunications and/or Broadband system, whether or not any act or omission complained of is authorized, allowed, or prohibited by this License Agreement, except to the extent such damages or penalties result from the negligent acts or omissions or intentional or willful and wanton misconduct of the City. The City shall not be liable for, and Licensee shall indemnify, defend, and hold the City harmless from all costs, damages, and claims to the extent arising from or relating to delay by Licensee in performing its obligations hereunder, for any cause whatsoever, except for the negligent acts or omissions or intentional or willful and wanton misconduct of the City, other users of the Rights of Way, or a force majeure event.

2. The City shall provide prompt written notice to the Licensee of the pendency of any claim or action against the City arising out of the operations of the Licensee, the exercise by the Licensee of its rights under this License Agreement or the performance thereof by the Licensee. Licensee shall have sole control over the defense, investigation, and all negotiations for the compromise or settlement of any such claims; however, Licensee shall not enter into any compromise or settlement which imposes any obligation or liability on the City without the prior written consent of the City. The City shall provide Licensee with all reasonable cooperation, information, and assistance in connection with the claim; provided, however, that failure by the City to provide prompt notice of a claim; grant such sole control; and/or provide such cooperation, information and assistance shall not relieve Licensee of its obligations under this Article IX, except to the extent that the City is materially prejudiced by such failure. In the event that Licensee fails to timely assume the defense of any such claim which has been properly and promptly tendered to Licensee. Licensee also hereby agrees to pay all reasonable expenses of the City incurred by the City in defending itself with regard to any such damages, claims, or penalties, including all out-of-pocket expenses, reasonable attorneys' fees, and the reasonable value of any services rendered by the City Attorney, his assistants, or any employees of the City (collectively "Expenses"), but shall not be required to pay for any Expenses that are in excess of any settlement or compromise which was rejected by the City. Nothing herein shall limit the Licensee's obligation of full indemnification under this License Agreement.

ARTICLE X - INSURANCE

Prior to the commencement of any installation of Facilities under this License Agreement, Licensee shall procure and thereafter continuously maintain, for as long as this License Agreement remains in effect, at Licensee's expense, Commercial General Liability ("CGL") insurance written on ISO form CG 00 01 01 96, or a substitute form providing equivalent coverage, with a limit of not less than \$2 Million per occurrence, covering liability arising from premises, operations, independent contractors, personal injury, products completed operations, and liability assumed under an insured contract, on an occurrence basis. Under the terms of the required CGL policy,

this License Agreement shall be defined as an insured contract. The policy shall identify the City as an additional insured, shall contain a waiver of right of subrogation against the City and shall have all necessary endorsements to provide coverage without exclusion for explosion, collapse, and underground property damage hazards. A certificate of insurance shall be filed with the City's Director of Finance prior to commencement of installation of Facilities, which evidences compliance with the policy requirements stated above and provides for thirty (30) days prior written notice to the City prior to cancellation or material change of any insurance referred to therein. In the event the certificate states that it confers no rights upon the certificate holder, the City may require Licensee to furnish a complete copy of the policy including all declarations and endorsements.

ARTICLE XI - TERM

Unless sooner terminated as provided herein, the term of this License Agreement shall be for a period of five (5) years from and after the date of the Agreement. The parties may mutually agree in writing to renew this Agreement at expiration of the initial term.

ARTICLE XII - REMEDIES, TERMINATION, REMOVAL

1. In the event of any breach of the terms of this License Agreement by Licensee, the City shall have the right to obtain one or more of the following remedies, which are expressly agreed to be cumulative, and the exercise of any one (1) or more of them shall not be dependent upon the exercise of any other remedy, nor does the exercise of any one (1) or more of them constitute any bar or limitation to the exercise of any other: (a) specific performance or injunctive relief, (b) monetary damages, and (c) termination. In the event the City is required to commence an action to enforce its rights under this License Agreement or to obtain remedies provided above and the party which substantially prevails therein, shall be entitled to recover its costs, including reasonable attorneys' fees and expert witness fees.

2. Before terminating this License Agreement for cause on account of any default by Licensee, the City shall provide Licensee with written notice of the default and afford Licensee a reasonable period of not less than thirty (30) days in which to cure the default.

3. In the event Licensee abandons the telecommunications or Broadband system installed under the terms of this License Agreement or a certain part thereof or fails to use it for a period of one (1) year, or in the event the term of this License Agreement expires, or this License Agreement is terminated or is canceled for any reason, then Licensee shall remove its telecommunications or Broadband system, or the abandoned portions thereof in the case of a partial abandonment, at its expense. As an alternative to removal, if mutually agreed to by Licensee and the City, the ownership of the telecommunications or Broadband system (or abandoned portions) may be transferred to the City, in which event, all obligations and liabilities of Licensee under this License Agreement in connection with the portion of the telecommunications or Broadband system so transferred to the City shall terminate.

4. Licensee may cancel this License Agreement at any time, as described below, upon

ninety (90) days' written notice to the City, subject to the indemnification requirements of this License Agreement, the removal provisions set forth in Section 3 of this Article XII above, and any other provisions that survive the termination of this License Agreement.

ARTICLE XIII - NOTICES

Except as otherwise provided herein, notice under this License Agreement shall be deemed sufficient if provided in writing and mailed by US certified mail, return receipt requested, or delivered by a nationally recognized courier, and shall be deemed effective upon actual receipt or refusal of delivery, and shall be addressed to the respective party as follows:

If to the City:	Mayor 1 City Hall Pl. Pueblo, CO 81003
with a copy to:	Director of Public Works 211 E. "D" Street Pueblo, CO 81003
If to Licensee (by courier):	Vero Fiber Networks, LLC 1023 Walnut Street Boulder, CO 80302
If to Licensee (by US Mail):	Vero Fiber Networks, LLC PO Box 1110 Boulder, CO 80306

ARTICLE XIV - EFFECT OF MORE FAVORABLE LICENSE AGREEMENTS

In the event that any wireline telecommunications provider offering telecommunications services, other than cable services, for a fee to the public, or to such classes of users as to be effectively available to the public is granted consent to use the City's Rights of Way pursuant to terms and conditions which, if applied to Licensee, would be more favorable than those included herein, Licensee shall notify the City of such terms and conditions and Licensee shall have the option to renegotiate with the City with respect to such terms and conditions.

ARTICLE XV - SUCCESSORS AND ASSIGNS

Licensee may sell, transfer, lease, or assign this License Agreement or its rights under this License Agreement, in whole or in part, with prior thirty (30) days' written notice to the City if to: (a) any entity controlling, controlled by, or under common control with Licensee; or (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization, or consolidation involving Licensee. This License Agreement shall inure to the

benefit of and be binding upon the parties hereto and their respective successors and assigns. No provision of this License Agreement shall confer rights or benefits upon any person not a party hereto.

ARTICLE XVI - SIGNATURES

The persons signing this License Agreement on behalf of Licensee represent and warrant that such persons and Licensee have the requisite power and authority to enter into, execute and deliver this License Agreement and that this License Agreement is a valid and legally binding obligation of Licensee enforceable against Licensee in accordance with its terms. This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such components together shall constitute one and the same instrument. This License Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

ARTICLE XVII - FORCE MAJEURE

Neither party shall be liable for its failure to perform any of its obligations hereunder if such failure is caused by an Act of God, labor strike, fire, earthquake, power blackouts, pandemics, epidemics, or any other cause beyond its reasonable control and without its fault or negligence.

ARTICLE XVIII - LAWS GOVERNING/VENUE

This License Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and applicable federal law. Venue for any proceeding brought pursuant to this License Agreement shall be in the District Court located in Pueblo County, Colorado or the Federal District Court for the District of Colorado to the extent the dispute involves a federal question.

ARTICLE XIX - COUNTERPARTS; ELECTRONIC DISPOSITION

This Agreement may be executed in multiple counterparts, each of which constitutes an original hereof. Regardless of the number of counterparts, all shall constitute only one agreement. In making proof of this License Agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties. Furthermore, the original of this License Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this License Agreement,

may be used for any purpose as if it were the original, including proof of the content of the original writing.

ARTICLE XX - PUBLIC DISCLOSURE

The Licensee acknowledges that this License Agreement is public record within the meaning of the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq.* as the same may be amended, and accordingly may be disclosed to the public.

ARTICLE XXI - AMENDMENT

This License Agreement may not be amended except pursuant to a written instrument signed by both parties.

ARTICLE XXII - OTHER RIGHTS OF WAY USERS

The parties understand and agree that the Licensor permits other persons and entities to install utility facilities in the PROW. In permitting such work to be done by others, the Licensor shall not be liable to Company for any damage caused by those persons or entities.

ARTICLE XXIII - ENTIRE AGREEMENT

This License Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to this License Agreement and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, Licensee and the City have executed this License Agreement as of the Effective Date first above written and under the laws of the State of Colorado.

CITY OF PUEBLO,
A Municipal Corporation

By: _____
Mayor

ATTEST:

City Clerk

[SEAL]

LICENSEE

Vero Fiber Networks, LLC

DocuSigned by:
By: Gregg Strumberger
15B4B6FC3E84452...
Title: Chief Legal Officer

ATTEST:

DocuSigned by:
Evan Biagi
3C0FD33E6D7C409...
Title: Chief Revenue Officer



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING THE LANDLORD CONSENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND FREEMAN HOLDINGS OF COLORADO, LLC, A LIMITED LIABILITY CORPORATION, ("FREEMAN") AND CENTENNIAL BANK, FOR FREEMAN TO USE ITS LEASEHOLD INTEREST TO SECURE A BUSINESS LOAN, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

An ordinance approving the Landlord Consent Agreement between the City of Pueblo, a Municipal Corporation, and Freeman Holdings of Colorado, LLC, a Limited Liability Corporation, ("Freeman") and Centennial Bank, for Freeman to use its leasehold interest in certain Pueblo Memorial Airport property to secure a business loan, and authorizing the Mayor to execute the same.

PREVIOUS COUNCIL ACTION:

City Council approved Ordinance No. 10220 on July 11, 2022, which ratified the Fixed Based Operator Ground Lease and Operating Agreement ("Lease") for a fixed base operation at the Pueblo Memorial Airport.

BACKGROUND:

The City is the owner of properties at the Pueblo Memorial Airport and has leased 525 Skyway Street, 30900 Bryan Circle, 31000 Bryan Circle, and certain other ramp space and fuel tanks, Freeman through the Lease. Freeman would like to obtain a loan from Centennial Bank for the purpose of refinancing indebtedness, secured by Freeman's leasehold interest in the fixed base operator facility, for which it needs City's consent. With the execution of the Landlord Consent Agreement, should Freeman default on the loan agreement, Centennial Bank would have the right to step into the Lease in the same position as Freeman and hold all the same responsibilities, including the payment of rent and fees.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, Freeman will not be able to use its leasehold interest to secure the loan, which may affect its ability to conduct business.

RECOMMENDATION:

The Department of Aviation has deferred to the opinion of the Law Department. The Law Department has recommended that this Ordinance be approved.

ATTACHMENTS:

1. Freeman Holdings 2022 11 28 REDACTED LANDLORD CONSENT AGREEMENT FINAL
2. Freeman Holding Group 2022 07 11 LEASE FINAL FULLY SIGNED

ORDINANCE NO.

AN ORDINANCE APPROVING THE LANDLORD CONSENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND FREEMAN HOLDINGS OF COLORADO, LLC, A LIMITED LIABILITY CORPORATION, ("FREEMAN") AND CENTENNIAL BANK, FOR FREEMAN TO USE ITS LEASEHOLD INTEREST TO SECURE A BUSINESS LOAN, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, it is a condition of Centennial Bank's agreement to make a loan to Freeman Holdings of Colorado, LLC that the City of Pueblo execute a Landlord Consent Agreement; NOW, THEREFORE,

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

SECTION 1.

The Landlord Consent Agreement ("Agreement"), by and between the City of Pueblo, a Municipal Corporation, and Freeman Holdings of Colorado, LLC, a Limited Liability Corporation, ("Freeman") and Centennial Bank, consenting to Freeman's use of its leasehold interest to secure a loan, 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 Agreement 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 Agreement to implement the terms and conditions described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

LANDLORD CONSENT AGREEMENT

THIS LANDLORD CONSENT AGREEMENT (the “Agreement”) is executed as of the 28th day of November, 2022 by and among the CITY OF PUEBLO, a municipal corporation of the State of Colorado (the “Landlord”), FREEMAN HOLDINGS OF COLORADO LLC (the “Tenant”) and CENTENNIAL BANK (the “Lender”).

WHEREAS, the Landlord is the owner and landlord of that certain real property located in Pueblo County, Colorado, commonly known as 525 Skyway Street, 30900 Bryan Circle, 31000 Bryan Circle, and certain other ramp space and fuel tanks, which are more particularly described on Exhibits B, C, and D of the Lease (the “Premises”), said Lease being referred to and defined immediately below;

WHEREAS, the Tenant currently occupies the Premises pursuant to that certain Fixed Base Operator Ground Lease and Operating Agreement among the Landlord, the Tenant and Rocky Mountain FBO, LLC, dated as of July 11, 2022 (the “Lease”) and has located or intends to locate various items of personal property on the Premises, including, without limitation, inventory, goods, furniture and equipment associated with its operation of the Premises as a fixed base operator (collectively, the “Personal Property”);

WHEREAS, the Tenant has requested the Lender to make a loan to it in the original principal amount of \$[REDACTED] for the purpose of refinancing indebtedness secured by Tenant’s interest in the fixed base operator facility (the “Loan”);

WHEREAS, it is a condition to Lender’s agreement to make the Loan that the Tenant execute and deliver a Leasehold Deed of Trust, Security Agreement and Assignment of Rents and related security and collateral documents over and encumbering the Tenant’s interests in the Premises and the Personal Property;

WHEREAS, it is a further condition to Lender’s agreement to make the Loan that the Landlord execute this Agreement and Landlord is willing to do so;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Landlord hereby consents solely to the Tenant’s grant of a Leasehold Deed of Trust interest in the Premises to the Lender. Tenant shall not grant and Lender shall not accept any interest in the real property or the structures or improvements thereon. Lender shall not lien or attempt to foreclose on any interest in the real property or the structures or improvements thereon. Landlord does not have a lien on the Personal Property, and the Personal Property shall remain personal property only if it is not affixed to the Premises in such a way that under the law of the State of Colorado or pursuant to the terms of the Lease, it is deemed to have become a part of the real estate; but in general, and subject to the terms of the Lease, the parties acknowledge that the Personal Property is not intended to become a fixture on the Premises but to remain as personal property.

2. In the event of a default under the Lease, the Landlord agrees to provide the Lender with written notice of such default upon the same terms as such notice is required to be given by Landlord to Tenant pursuant to Section 21 of the Lease, and the Lender shall have the option, but not the obligation, to cure such default on behalf of the Tenant. If the Lender opts to cure such default, it shall have thirty (30) days to do so in accordance with Section 21.B. of the Lease.

3. Landlord understands and acknowledges that the Lender will execute a Leasehold Deed of Trust over the Premises in favor of Lender which would entitle Lender to foreclose on its Leasehold Deed of Trust interest and succeed to the Tenant's interest in the Premises as set forth in the Lease. Should Lender succeed to the Tenant's interest in the Premises set forth in the Lease, Lender shall be bound by the terms of the Lease and the obligations therein without amendment. Landlord has consented to the Leasehold Deed of Trust and upon performance by Lender, or its successors or assigns if consented to by Landlord, of Tenant's obligations under the Lease, Landlord shall treat Lender, or its successors or assigns consented to by Landlord, as the rightful and lawful tenant under such Lease. In such event, Lender shall use reasonable efforts to ensure that fees and payments to Landlord pursuant to the Lease are equal to or higher than those paid by the Tenant in the last full month of its operation and control of the Premises, it being understood and agreed that Lender is not guaranteeing that such fees and payments will not go down and if such fees and payments do go down despite Lender's performance of its obligations pursuant to this Agreement and the Lease, Lender shall have no liability with respect thereto. In the event of a default by Tenant in the payment or performance of any of its obligations to the Lender, the Lender may, subject to the rights of the Tenant, (i) enter upon the Premises and maintain the Personal Property and operate the business on the premises, with full right of access thereto, or find such other operator, to be consented to by Landlord, to do so on Lender's behalf, provided the Lender pays any rent or other payments to the Landlord that the Tenant would have been required to pay under the Lease, and provided that Lender complies with all of the terms of the Lease that Tenant would have been required to comply with in order not to be in default under the Lease, or (ii) pursuant to a perfected security interest held by Lender, enter upon the Premises for the sole purpose of removing the Personal Property or any part thereof from the Premises. Lender shall repair any damage caused by Lender's removal of Personal Property or access to the Premises and Lender agrees to defend, indemnify, and hold the Landlord harmless from and against any and all liabilities, damages, injuries, loss, cost and expense of any kind or character, including attorneys' fees, arising from or in connection with Lender's access to the Premises or the removal of the Personal Property from the Premises except those caused by the gross negligence or intentional misconduct of Landlord. Except in the event of a foreclosure as mentioned above, or the payment of rent or other payments or obligations during periods in which it occupies the Premises, or as otherwise specifically set forth in writing between Lender and Tenant, the Lender shall have no obligation for rent or any other payments or obligations of Tenant to the Landlord. Lender's access to and use of the Premises must at all times comply with the terms of the Lease and federal, state, and local law, including but not limited to Federal Aviation Administration (FAA) regulations, security procedures and requirements, and nondiscrimination requirements.

4. Lender and Tenant understand and agree that Landlord owns all fixtures and improvements on the Premises. Notwithstanding the terms of the Leasehold Deed of Trust, Security Agreement and Assignment of Rents and related security and collateral documents, Tenant does not own the fixtures and improvements on the Premises nor those that may in the

future be constructed on the Premises, transfers no right to the same to Lender, and Lender disclaims and waives all interest in the same.

5. This agreement shall inure to the benefit of the successors and assigns of the Lender as approved by Landlord and in accordance with the Lease, and shall be binding upon the successors and assigns of Landlord, and upon any purchaser of the undersigned's interest in the Premises. Lender must first obtain Landlord's consent prior to assigning the Tenant's leasehold interest to any other party pursuant to the terms of the Lease. This Agreement and any leasehold interest shall only be assigned through a signed writing between Landlord and Lender and the assignee.

6. The Landlord and the Tenant represent and warrant to the Lender that to their knowledge after reasonable inquiry and investigation: (a) the Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way; (b) the Lease represents the entire agreement between the parties as to the leasing of the Premises; (c) there are no defaults by either Landlord or Tenant under the Lease; (d) the original term of the Lease began on July 11, 2022 and ends on the last day of July 31, 2042 provided that Tenant may extend the term for two additional ten (10) year terms; and (e) the Tenant (or its predecessor in interest) took possession of the Property under the Lease on July 11, 2022, and currently remains in possession of the Property.

7. The parties hereto agree that: (i) this Agreement and the Lease constitute the entire agreement between the parties hereto pertaining to the subject matter contained herein; (ii) this Agreement shall not be modified or amended except by an instrument in writing signed by all of the parties hereto; (iii) if, after the date hereof, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable, and in lieu thereof there shall be added a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable, but subject to the approval of all parties hereto; (iv) this Agreement has been negotiated and drafted by all of the parties hereto and no ambiguity found herein shall be interpreted against one party hereto or the other; (v) all titles, headings, and captions used in this Agreement have been included for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement; (vi) each party hereto shall make an effort to execute and deliver any further commercially reasonable instruments as may be necessary to implement fully the terms and provisions hereof; (vii) the persons executing this agreement possess the proper authority necessary in order to bind the parties hereto to their respective obligations; (viii) all warranties, covenants, and agreements contained herein shall survive this Agreement; (ix) this Agreement may be executed in multiple separate counterparts which when compiled shall constitute one document and (ix) the validity, construction, interpretation, and administration of this Agreement shall be governed by the substantive laws of the State of Colorado.

8. Any notice to be provided to Lender under this Agreement shall be provided to Lender in the manner provided for notice in Section 22 of the Lease, and the following person at the following address:

CENTENNIAL BANK
Attn: Jeannie Hill
1445 Hogan Lane, Suite 1
Conway Arkansas 72034
Facsimile: 501-328-4647

With a copy to:

GILL RAGON OWEN, P.A.
Attn: Daniel Goodwin
425 West Capitol Avenue, Suite 3801
Little Rock, Arkansas 72201
Fax: (501) 372-3359

9. Notwithstanding anything contained in this Agreement to the contrary, this Agreement is not intended to amend, modify, negate or otherwise change any of the terms contained in the Lease, and all terms of the Lease remain fully in effect and shall control the rights, duties, liabilities and other matters related to the parties hereto and to the subject matter contained herein, and this Agreement is for the purpose of acknowledging and confirming the terms of the Lease as to their affect on the subject matter contained herein.

10. It is expressly agreed and understood that this document may be executed in multiple counterparts and with multiple signature pages and that all signature pages, when attached to and assembled with this document, shall constitute and comprise a single document that is enforceable against all parties on all signature pages in accordance with this document's terms. This Agreement may also be executed by providing an electronic signature under the terms of the Electronic Signatures Act, 15 U.S.C. SS 7001 et seq., and may not be denied legal effect solely because it is in electronic form or permits the completion of the business transaction referenced herein electronically instead of in person.

[This Space Intentionally Left Blank; Signatures to Follow]

[Signature Page to Landlord Consent Agreement]

IN WITNESS WHEREOF, the parties have executed this Landlord Consent Agreement as of the date set forth in the preface.

LANDLORD:

City of Pueblo

By: _____

Title: _____

THE STATE OF
COUNTY OF

This instrument was acknowledged before me on this ____ day of _____, 2022.

Notary Public

LENDER:

Centennial Bank

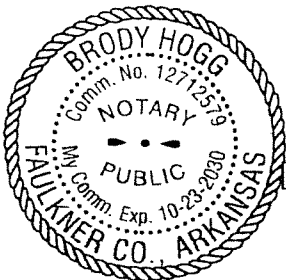
By: Jeannie Hall

Title: SVP

THE STATE OF Arkansas
COUNTY OF Faulkner

This instrument was acknowledged before me on this 25th day of Oct, 2022.

Brody Hogg
Notary Public



[This Space Intentionally Left Blank; Additional Signatures to Follow]

[Additional Signature Page to Landlord Consent Agreement]

TENANT:

Freeman Holdings of Colorado LLC

By: *Francis B. Freeman Jr.*
Francis B. Freeman Jr., Managing Member

THE STATE OF
COUNTY OF

This instrument was acknowledged before me on this 21 day of October, 2022.

Casey Clayton
Notary Public



ORDINANCE NO. 10220

AN ORDINANCE APPROVING A FIXED BASE OPERATOR GROUND LEASE AND OPERATING AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND FREEMAN HOLDINGS OF COLORADO, LLC, A LIMITED LIABILITY CORPORATION, RESCINDING ALL PREVIOUS AGREEMENTS WITH ROCKY MOUNTAIN FBO, LLC, 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, Freeman Holdings of Colorado, LLC is desirous of leasing certain property for the purpose of a fixed base operation, where said property is owned by the City of Pueblo; NOW, THEREFORE,

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

SECTION 1.

A certain Fixed Base Operator Ground Lease and Operating Agreement ("Lease"), by and between the City of Pueblo, a Municipal Corporation, and Freeman Holdings of Colorado, LLC, a Limited Liability Company, and Rocky Mountain FBO, LLC, a Colorado Limited Liability Company, to lease space for a fixed base operation 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 implement the terms and conditions 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 June 27, 2022.

Final adoption of Ordinance by City Council on July 11, 2022.



President of City Council

Action by the Mayor:

☒ Approved on July 13, 2022.

☐ 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

**FIXED BASE OPERATOR
GROUND LEASE AND OPERATING AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is made and entered into as of JULY 11, 2022 ("Effective Date"), between the City of Pueblo, a Municipal Corporation, with an address of One City Hall Place, Pueblo, Colorado 81003, ("Lessor") and Freeman Holdings of Colorado, LLC, a Colorado limited liability company, d/b/a Freeman Jet Center Pueblo, with an address of 16221 Foster Street, Overland Park, Kansas 66085, ("Lessee") and Rocky Mountain FBO, LLC, a Colorado limited liability company, d/b/a Flower Aviation FBO, with an address of 31000 Bryan Circle, Pueblo, Colorado 81001 ("Flower").

WHEREAS, the Lessor is the owner and operator of the Pueblo Memorial Airport ("Airport"), together with the land on which said Airport is situated; and

WHEREAS, Lessee is desirous of leasing certain real property, ramp space, and fuel tanks on said Airport property for the purpose of the sale of aviation fuels and other related aviation services; and

WHEREAS, Lessor entered into a certain Ground Lease and Operating Agreement dated June 25, 2005 ("Lease No. 1") with Travelaire Service, Inc., a Colorado corporation, ("Travelaire") for the parcel commonly known as 525 Skyway Street, Pueblo, Colorado, and Jet-A Tank No. 4, the legal description for which is contained in Lease No. 1; and

WHEREAS, Lessor entered into Amendment No. 1 ("Amendment") to the Lease No. 1 dated April 24, 2006 with Travelaire and Flower, evidenced by Resolution No. 10700, where several changes were made, including but not limited to, the initial term of Lease No. 1 being amended to end April 30, 2026, AV-Fuel Tank No. B being added to the lease, and Lessor consenting to assignment of Lease No. 1 from Travelaire to Flower; and

WHEREAS, Lessor entered into the Fuel Tank Agreement ("FT Agreement") dated May 1, 2008 with Flower, where Lease No. 1 was further amended to substitute AV-Fuel Tank No. C for AV-Fuel Tank No. B and more specific terms were set out with regards to use of the fuel tanks under the lease; and

WHEREAS, Lessor executed the Consent to Assignment evidenced by Resolution No. 13354 on December 28, 2015, consenting to and assigning Lease No. 1 from Flower to PDC Acquisition Corp., a Colorado corporation ("PDC"); and

WHEREAS, Lessor entered into the Assignment of Lease Agreement ("Assignment") to the Lease No. 1 dated March 24, 2017 with PDC and Flower, where Lease No. 1, was assigned back to Flower; and

WHEREAS, Lessor entered into a certain Ground Lease and Operating Agreement dated October 26, 2015 ("Lease No. 2") with PDC for Parcel C, more commonly known as 31000 and 30900 Bryan Circle, Pueblo, Colorado, and attached spaces; and

WHEREAS, Lessor executed the Assignment of Lease Agreement dated December 31,

2016 with PDC and Flower, assigning Lease No. 2 from PDC to Flower; and

WHEREAS, Flower is selling all of its assets to Lessee in accordance with the Asset Purchase Agreement, including its interests in Lease No. 1 and Lease No. 2, as each were amended and assigned, and Lessor does not object to the sale and transfer; and

WHEREAS, the parties desire to condense the aforementioned documents and create a single agreement with which to bind the parties.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Leased Property:

- A. The Lessor hereby leases unto the Lessee and Lessee hereby leases from Lessor for the term and upon the requirements and conditions hereinafter stated, the real property marked as "Leased Premises" on the plot plan, attached hereto and incorporated herein as Exhibit B, ("Leased Premises") situated in the County of Pueblo, State of Colorado, subject to existing easements and deed restrictions, including all structures thereon which Lessee acknowledges are the property of Lessor, including but not limited to:
- i. 525 Skyway Street: six thousand four hundred (6,400) square foot hangar and two thousand four hundred seventy-two (2,472) square feet of office space that includes one thousand three hundred fifty-two (1,352) square feet of ground floor and one thousand one hundred twenty (1,120) square feet of second story. Land leased for 525 Skyway Street is 36,216 square feet.
 - ii. 30900 Bryan Circle: ten thousand (10,000) square foot hangar, two thousand five hundred (2,500) square foot ground floor office and garage, thousand five hundred (2,500) square foot of second story improved space, two thousand (2,000) square foot attached shop, two thousand (2,000) square foot second story storage, three thousand (3,000) square foot ground floor vehicle shop, and five hundred eighty-eight (588) square foot second story improved space.
 - iii. 31000 Bryan Circle: four thousand three hundred sixty-seven (4,367) square feet of improved space. Land leased for 30900 Bryan Circle and 31000 Bryan Circle totals 79,335 square feet.

The term Leased Premises as used herein, means and includes the real property and structures described above, as well as any improvement hereafter constructed or added thereto.

- B. Subject to the terms of this Lease, Lessor hereby leases to Lessee 83,626 square feet of ramp space, meaning and including that ramp space indicated as "Ramp" on the plot plan attached hereto and incorporated herein as Exhibit C, ("Ramp")

situated in the County of Pueblo, State of Colorado. The Leased Premises and Ramp do not include gates through the Airport fence, including but not limited to Gate D or the FBO Pedestrian Gate adjacent to the Ramp, and Lessor, its staff, and all users of the Airport may use such gates in accordance with applicable rules and regulations. Lessor, its staff, and all users of the Airport may use such areas of the Ramp as necessary for persons to access and use Airport gates for ingress and egress.

- C. Subject to the terms of this Lease, Lessor hereby leases to Lessee four fuel tanks designated as (i) 40-3a, (ii) 40-2, (iii) 40-2a, (iv) 40-1, (v) 20-3, and (vi) 20-1 (together the "Fuel Tanks") at Lessor's fuel farm, indicated as "Fuel Tanks" on the plot plan attached hereto and incorporated herein as Exhibit D, situated in the County of Pueblo, State of Colorado.
- D. The Leased Premises will be used for the regular business of a full service fixed base operator ("FBO"), including the sale of aviation fuel and related products and services. Any aircraft stored on the Leased Premises must be continually registered with the Federal Aviation Administration ("FAA") throughout the life of this Lease and the tail numbers for same must be reported to Lessor. Lessee agrees to report any changes in aircraft tail numbers to Lessor within fourteen (14) days, in order for Lessor to comply with FAA reporting requirements.
- E. This Lease and Lessee's use of the Leased Premises, Ramp, and Fuel Tanks, together on the plot plan attached hereto and incorporated herein as Exhibit A, are subject to the easements, rights of way, covenants, conditions, restrictions, reservations, and limitations appearing of record, and all applicable zoning and land use laws, ordinances, codes, and regulations, including but not limited to all conditions, regulations, restrictions, and requirements imposed by the FAA, governing and regulating the Leased Premises, Ramp, and Fuel Tanks and their respective uses. Lessee shall have exclusive use of the Leased Premises, Ramp, and Fuel Tanks subject to the terms of this Lease.

2. **Term:**

- A. The term of this Lease is for a period of twenty (20) years commencing on the Effective Date ("Commencement Date") and ending midnight on July 31, 2042, ("Initial Term") unless sooner terminated as herein provided. Provided that Lessee is not in default beyond any applicable cure period, the Lessee shall have the option to renew this Lease for one additional term of ten (10) years ("First Extension Term"). After the end of the First Extension Term, provided that Lessee is not in default beyond any applicable cure period, Lessee shall have the option to renew this Lease for an additional term of ten (10) years ("Second Extension Term") (the First Extension Term and Second Extension Term together the "Extension Terms").
- B. These Extension Terms shall automatically be deemed exercised by the Lessee unless it provides the Lessor with written notice of its intention not to do so at least

sixty (60) days prior to the end of the then current term. Should either the Lessor or Lessee not wish to renew this Lease for the Second Extension Term, a party may provide the other written notice of its intention not to renew this Lease. This written notice shall be given not earlier than one hundred eighty (180) days nor less than one hundred twenty (120) days prior to the expiration of the Initial Term or either Extension Term.

- C. All conditions and covenants contained herein shall remain in full force and effect during any and all extension periods.

3. Rental Rate, Other Fees, and Commercial Charge:

- A. Lessee shall pay to Lessor monthly as rent for the land and structures covered by this Lease, the following amounts: \$1,529.86 per month for the land portion of Leased Premises; and \$8,551.13 per month for the structures located on the Leased Premises; and \$567.81 per month for exclusive use Ramp. The total monthly rent for the land, structures, and Ramp is equal to \$10,648.80.
- B. Lessee shall also pay as rent and for the privilege to sell or dispense aviation fuel from the Leased Premises a monthly fuel flow fee of nine and four-tenths cents (\$0.094) per gallon, starting with the month of August 2022 and each month thereafter for each gallon of aviation fuel delivered, or caused to be delivered to the Fuel Tanks, or if Lessee constructs its own fuel storage facilities, either alone or with Lessor or other lessees, or uses other fuel storage facilities at the Airport, delivered, or caused to be delivered by Lessee to such fuel storage facilities. Lessee shall not construct its own fuel storage facilities, either alone or with Lessor or other lessees, or use other fuel storage facilities at the Airport, without Lessor's prior written consent and an agreement governing the work and use. Lessee may choose, at its sole and absolute expense, to install fuel meters on the dispensing units of the fuel tanks. Such dispensing meters shall not be installed without the prior written approval of the Airport.
- C. In addition, Lessee shall pay a monthly fee to Lessor for the Lease herein granted of two percent (2%) of Lessee's monthly gross revenues derived from all sales, operations, and services made, furnished, or conducted on or from the Leased Premises, Ramp, and Fuel Tanks, with the exception of revenue derived from the sale and dispensing of aviation fuel. Lessee shall file with Pueblo Memorial Airport monthly activity reports on or before the tenth (10th) day of each calendar month throughout the effective term indicating gross revenues and commissions derived from activity on any part of the Airport.
- D. The rents for land, structures, and the Ramp shall be increased biennially based upon the consumer price index for all urban consumers, CPI-U (all items 1982-1984=100) or comparable index if the Department of Labor changes or modifies the CPI-U or no longer publishes the CPI-U. The rents shall be increased by a percentage equal to the percentage increase in the CPI-U during each preceding two-year period over the comparable CPI-U for the first month of each 2-year

period. If there is no percentage increase in the CPI-U for any preceding 2-year period, the rents will remain the same as the preceding 2-year period for the next 2-year period. In no event, shall the percentage increase for the rents be greater than five percent (5%) for any 2-year period.

- E. At the option of the Lessor, the monthly fuel flow fee may be increased by up to three cents (\$0.03) every four (4) years, the first increase being available and effective in 2024 immediately upon expiration or termination of Lessee's now current Domestic-Into-Plane Purchase Program contract with the Defense Logistics Agency – Energy ("DLA Energy"), and every four (4) years thereafter. Any increase in the fuel flow fee shall not take effect until the then current Domestic-Into-Plane Purchase Program contract with DLA Energy entered into by Lessee expires or terminates after its four (4) year term. Notwithstanding the foregoing, in no event may any increase in fees be deferred for more than one calendar year from whenever such an increase would normally become available, where Lessor may increase the fee after the additional calendar year if the Domestic-Into-Plane Purchase Program contract is extended or otherwise modified to continue after its standard four (4) year period. Such a deferral shall not otherwise alter when a fee increase becomes available.
- F. The Lessee hereby agrees to pay when due all rent, fees, and charges imposed by the Lessor for the use and operation of the Airport. The fees and charges include, but are not limited to, fuel flowage fees, landing fees, permit fees, security charges, and administrative or service fees.
- G. Such rents shall be paid monthly without notice, offset, or deduction on or before the tenth (10th) of the month, and fees shall be paid monthly without notice, offset, or deduction on or before the tenth (10th) of the following month, at the City of Pueblo Director of Aviation's office and shall be accompanied with such reporting forms as the Director of Finance shall determine. Rent not paid by the tenth (10th) of the month shall accrue a late fee of eight percent (8%) per month. Lessor shall have the right to examine and audit Lessee's and its subtenant's books and records to determine the accuracy of the numbers of gallons sold and the revenues derived by Lessee, fees, and their calculation.

4. **Deposit:**

- A. Lessee agrees to pay a security deposit to the Lessor equal to one month's rent of \$10,648.80. The security deposit and first month's rent shall be paid immediately upon execution of this agreement. Deposit shall be refunded following termination of this agreement, less any rent due or damages to the Leased Premises, Ramp, or Fuel Tanks.
- B. In the event that Lessee fails, neglects, or refuses to pay any rent, fee, or other sum due, or fails to perform any obligation under this Lease, then Lessor may, in its sole and absolute discretion, draw from the security deposit to remedy Lessee's default. Nothing contained in this Lease shall require Lessor to remedy Lessee's default in this manner, and Lessor may instead, in its sole and absolute discretion, refuse to

remedy Lessee's default by drawing on the security deposit, and instead pursue the remedies for default provided in this Lease or by law.

- C. In the event that Lessor draws from this security deposit to remedy Lessee's default, Lessor shall notify Lessee in writing and require Lessee to replenish the deposit to its original level. Failure of Lessee to comply with this section shall constitute a material breach of this Lease.

5. Use of Leased Premises:

- A. The Leased Premises shall be used and occupied by Lessee as a full service fixed base operator and facility for the sale of aviation fuel and other related aeronautical services and products. The office areas shall be used for Lessee's business, flight preparation, and other incidental office work. The Leased Premises shall not be used for the storage of non-aeronautical personal property, living accommodations, or in any other way inconsistent with this Lease. Failure to abide by this provision shall constitute a material breach of this Lease.
- B. All aircraft stored on the Leased Premises for more than seven (7) days must be reported to Airport administration. Lessee may perform maintenance and repairs to aircraft in accordance with the Airport's minimum standards, including routine maintenance, preventative maintenance, and regular maintenance required prior to flight. Lessee may wash aircraft within the Leased Premises but shall at all times protect the Lessor's stormwater system and abide by any requirements Lessor places on Lessee with regards to the cleaning of aircraft, including for the disposal of used water and other products.
- C. Lessor retains and Lessee grants to the Lessor the right to enter the Leased Premises to do what is necessary for the purposes of repairing, replacing, and/or maintaining any and all utility lines under the Leased Premises which serve other uses at the Pueblo Memorial Airport, it being understood that the Lessor will repair, in a good and workmanlike fashion, any and all damage done to the Leased Premises as the result of work done hereunder.
- D. Lessee shall maintain the Leased Premises, Ramp, and Fuel Tanks in accordance with the requirements and regulations of the Lessor and Lessor's fire code. The Lessee shall be responsible for all costs, fees, charges, and penalties associated with the discharge or release of any hazardous material (including petroleum products) or mitigating the containment or removal of any contamination or hazardous material (including petroleum products) on, over, or under the Leased Premises, Ramp, and Fuel Tanks which is caused by the Lessee, its officers, agents, or employees. The storage and accumulation of aviation fuel, flammables, explosive liquids, or solids, waste, debris, or other hazardous materials within or on the Leased Premises, Ramp, and Fuel Tanks shall be in an environmentally sound manner and comply with all federal, state, and local laws and regulations. Lessee agrees that no flammable liquids or hazardous materials shall be used or stored on the Leased Premises or Ramp, excepting those used in accordance with all laws and regulations and in the

furtherance of Lessee's authorized use of the leased premises, to include, but not limited to, the fuel in the Fuel Tanks, the aircraft fuel tanks, or in the tank of a stored automobile, properly parked. Lessee agrees to provide drip pans of a non-flammable material under aircraft to prevent damage to the floor, should any aircraft leak any fluids.

- E. Lessee, at its sole cost and expense, may cause to be constructed and installed upon the Leased Premises and Fuel Tanks additional improvements in accordance with plans and specification approved by Lessor, including architectural approval, which consent will not be unreasonably withheld or arbitrarily denied. The improvements shall be constructed in a good and workmanlike manner in accordance with the applicable laws, ordinances, and building codes and pursuant to a building permit issued by the Regional Building Department. Lessee will not modify, alter, or improve any structure or improvements upon the Leased Premises whether now existing or hereafter constructed without the prior written approval of Lessor, which approval shall not be unreasonably or arbitrarily denied. Lessee may paint any improvements upon the Leased Premises and the Fuels Tanks with the approval of Lessor.
- F. Lessee shall not park or leave, or allow to be parked or left, aircraft on the taxiways or on pavement adjacent to the Leased Premises, Ramp, or Fuel Tanks in a manner which interferes with or obstructs access to adjacent hangars or public areas. Parking of automobiles will be permitted only in designated spaces outside of the airport fence. No person or public roadway going automobile shall go beyond the immediate vicinity of the Leased Premises without the express written consent of the Director of Aviation. Automobiles must be parked in designated parking spaces or within the Hangar, except that the Hangar cannot be used solely for storage of automobiles. Nothing in this agreement provides exclusive access to the entrance and exit gates into and out of the Airport to Lessee.
- G. Lessee, its employees, and invitees shall have the right of ingress and egress between designated Airport access points and the Leased Premises over, upon, and through such streets and not others as from time to time shall be designated by the Director of Aviation. Driveways from existing streets into the Leased Premises shall be located as designated by the Lessor through the Director of Aviation.
- H. Hangar doors shall remain closed and locked except during periods when the Hangar is attended by Lessee. This is to prevent damage from sudden storms and the creation of foreign object debris.
- I. On the Effective Date and annually thereafter, Lessee shall provide Lessor with a list of the Airport areas and any Airport tenants it intends to access when

providing services. Lessee shall keep this list current and report any changes to the Lessor upon such change being made.

- J. Lessee shall not have exclusive use of any area of the Airport or of any Lessor equipment, unless Lessee contracts with Lessor for such use, and all such uses shall be as determined by the Director of Aviation in his or her sole discretion. All areas of the Airport and all Airport equipment will be inspected by Airport staff prior to use by Lessee, and Lessee shall be required to sign-off on Airport staff's inspection prior to said use.
- K. Lessee acknowledges and agrees that Lessor's primary obligation is to operate the Airport for the use and benefit of the public and that the leased premises and ramp are prime locations for full service fixed-based operations at the Airport. Therefore, in view of the foregoing and long-term nature of this Lease, Lessee and Lessor shall meet at least annually to discuss Lessee's plans for the development and use of the Leased Premises, Ramp, and Fuel Tanks and the types, kinds, and classes of aeronautical activities then reasonably anticipated to be provided in the future, and Lessee's planned additions to and/or modifications of the Leased Premises and Fuel Tanks.

6. Ramp Use:

- A. Lessee's use of the common ramp area, taxiways, and runways is non-exclusive and same may be used by the Airport, other tenants, users, and occupants of the Airport ("Airport Users"). Use of the Ramp shall be limited to the movement of aircraft, fueling of aircraft, movement, and parking of aircraft service vehicles, temporary parking of aircraft, servicing, and tie-down of aircraft. Lessee shall not use common area ramp space for the fueling of aircraft, temporary parking of aircraft, servicing and tie-down of aircraft, parking or storage of aircraft service vehicles, or any other purpose without the prior express written consent of the City of Pueblo. If Lessee collects a fee for any use of common areas at the Airport, it shall pay to Lessor as commission ten percent (10%) of said fees.
- B. Lessee shall use the Ramp and common ramp area in compliance with Lessor's ground traffic and aircraft parking plans and regulations, which will reasonably accommodate Lessee's current and future use for the purposes set forth in this Lease.
- C. Lessee acknowledges that portions of the Ramp, common ramp area, taxiways, and runways are currently in need of repairs and resurfacing and accept in whole the Ramp, common ramp area, taxiways, and runways in their present condition "AS IS" and "WITH ALL ITS FAULTS," without warranty or representation, express or implied, including, without limitation, any warranties of

merchantability or fitness for a particular purpose or condition or usability in their present condition. Lessee agrees that Lessor shall have no obligation to upgrade, repair, resurface, or maintain the Ramp, common ramp area, taxiways, and runways. Lessor maintains the right to close any portion of the Airport not limiting Lessee's access to airport runways.

- D. Lessee shall maintain the surface of the Ramp free and clear of debris, snow, sand, and ice and shall be responsible to remove same from the Ramp as soon as reasonably possible in order for the Ramp to be continuously available for use.

7. Fuel Tank Use:

- A. The Fuel Tanks and accessory equipment, including, but not limited to, pumps, motors, and fuel meter calibrations for each tank, are being leased "AS IS" "WITH ALL ITS FAULTS," without warranty or representation, express or implied, including, but not limited to, any warranties of merchantability or fitness for a particular purpose or condition or usability in their present condition.
- B. Lessor has registered the above ground storage tanks located in its fuel farm with the Director of the Colorado Division of Oil and Public Safety pursuant to C.R.S. 8-20-.5-105 and updated its Spill Prevention Control and Countermeasure ("SPCC") Plan as required by law. Lessor shall continue to maintain compliance with those requirements.
- C. Lessee shall be responsible for quality control of fuel, loading and unloading fuel to and from the Fuel Tanks, and compliance with the SPCC Plan for the fuel farm and leased fuel tanks. Lessee shall properly train its employees in the use of the fuel farm, Fuel Tanks, and the SPCC Plan.
- D. Except for structural repairs not caused by the acts or omissions of Lessee, its officers, agents, employees, contractors, or fuel suppliers, Lessee shall be responsible to maintain and keep in good and safe repair and working condition the Fuel Tanks and accessory equipment, ordinary wear and tear excepted. Lessee will not be responsible for any reconstruction, remodeling, alteration, or modification of the fuel tanks of the fuel farm required to meet environmental standards not currently satisfied, unless caused by the acts or omissions of Lessee, its officers, agents, employees, contractors, or fuel suppliers.

If any such activity is required by the Lessor or if Lessor is required to make structural or other repairs to or replace the Fuel Tanks or any other fuel tanks located at the fuel farm for any reason, including fire or other casualty, or if Lessor is required to remediate or remove any contamination or hazardous materials

(including petroleum products) at or from the fuel farm, Lessor may, at its sole option, either (1) complete, at its cost, the required activities, replacement, or repairs, (2) negotiate a cost-sharing arrangement with Lessee to complete the required activities, replacement, and repairs, or (3) upon thirty (30) days prior written notice, terminate the Fuel Tanks lease and Lessee's right to store aviation fuel in the Fuel Tanks. In the event the Lessor terminates the fuel tanks lease as provided in (3) above, Lessor will, at the request of Lessee, negotiate in good faith with Lessee to lease sufficient land to construct and operate its own farm storage facilities for its own use at a location mutually agreeable to Lessor and Lessee.

E. Lessee shall:

- (1) Maintain fuel meter calibration on the fuel tanks and provide required testing and copies thereof to the Lessor.
- (2) Provide filters, hoses, and nozzles required for the Fuel Tanks.
- (3) Immediately notify the Lessor of any fuel release or spills during the loading or unloading of the fuel storage tanks or when fueling or maintaining aircraft. Lessee shall be responsible for clean up to the satisfaction of Lessor of any such fuel releases or spills whether caused by Lessee, its officers, agents, employees, contractors, or fuel suppliers.

F. Lessee's mobile refuelers (fuel trucks) and Lessee's use thereof shall meet and comply with all applicable EPA spill prevention control and countermeasure regulations including, if required, drafting and implementing an SPCC Plan therefor.

G. At the time of the signing of this Lease, the fuel tanks 40-1 and 40-3a each need a significant capital expenditure to bring them to an operational state and all Fuel Tanks need Skully Systems installed. More specifically, the fuel tanks need the following repairs:

a. Tank 40-1 needs:

- i. Hose replacement;
- ii. Single point installation;
- iii. Filter change;
- iv. Water slug valve installation;
- v. Deadman installation;
- vi. Filter diff gauge installation; and
- vii. Relief valve installation.

b. Tank 40-3a needs:

- i. Water slub valve repair;
- ii. Relieve valve repair;
- iii. Filter diff gauge repair; and

iv. Deadman installation.

In exchange for Lessee's use of the Fuel Tanks however it sees fit to meet its operational needs but subject to this Lease, Lessee agrees to expend the funds necessary to make all leased Fuel Tanks operational by completing the above listed repairs, installing Skully Systems, and making other repairs and installations directed by Lessor. Once the Fuel Tanks are made operational and compliant with law, all remaining expenditures for maintenance and repair of the Fuel Tanks will be in accordance with the remaining terms of this Lease. After ten (10) years from the Effective Date, if any of the Fuel Tanks have not been used to store fuel within the preceding six (6) months, the parties may negotiate a monthly rent for the lease of unused fuel tanks.

8. **Maintenance Obligations:**

- A. Lessee shall, at its own expense, keep the premises neat, clean, safe, and orderly at all times, free of waste, rubbish, and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage, and other refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other materials shall be permitted.
- B. Lessee will at all times, at its sole cost and expense, keep and maintain in good repair the interior of all buildings and grounds designated for the Lessee's exclusive use. The maintenance of the interior of the Leased Premises shall include, but not be limited to, the hangar door and the operation thereof, other entry/exit doors, ventilation filters, sprinkler systems, all interior walls, interior ceilings, floors/floor coverings, wiring, plumbing fixtures, and other interior utility fixtures. However, the Lessee's obligation for the maintenance of the exterior of the Leased Premises shall not include any repairs or replacement of the roof, foundation, or exterior walls. Lessee shall perform routine service and maintenance on all heating and air conditioning equipment and appurtenances thereto, except to the extent such repairs are occasioned by the negligence or fault of the Lessor. At the termination of the Lease, or any extension thereof, Lessee shall return the Leased Premises to the Lessor in good order and condition, ordinary wear and tear excepted.
- C. Lessee, at its sole cost and discretion, shall maintain all walkways, sidewalks, and apron access on the Leased Premises and Fuel Tanks, including to the public taxiway or ramp area. This includes pavement maintenance, pest control, and other such activities necessary to access said areas. At no time shall snow, dirt, or other debris be piled or stored on these areas. It is the Lessee's responsibility to keep these areas free and clear of all snow, dirt, and other debris. Lessee understands that snow removal within six (6) feet of the Leased Premises, Ramp, and Fuel Tanks is always the responsibility of Lessee. However, Lessor, at its sole cost and discretion, shall be responsible for all major repairs of the public areas.

9. **Utility Costs:**

Lessee shall be responsible for all utilities supplied to the Leased Premises, Ramp, and Fuel Tanks. Agreements for service with utility providers are the responsibility of Lessee. Additions, deletions, or adjustments to utilities extended to the Leased Premises shall not be made without prior written approval from the Director of Aviation.

10. Signs:

Lessee shall not erect, paint, or maintain any signs whatsoever upon the Leased Premises, Ramp, or Fuel Tanks without first securing the written consent of the Lessor. Any such signs shall comply with all ordinances and regulations of the Lessor and standards which might be developed by the Department of Aviation. All worn, faded, damaged, or outdated signs will be repaired or corrected by Lessee upon notice from the Director of Aviation.

11. Right of Inspection:

The Lessor reserves and retains for its officers, employees, and authorized representatives the right to enter the Leased Premises, Ramp, and Fuel Tanks during reasonable business hours, and after prior notice, for the purpose of inspecting and protecting the Leased Premises, Ramp, and Fuel Tanks and for doing any and all things which the Lessor may deem necessary for the proper general conduct and operation of the Pueblo Memorial Airport and in the exercise of the Lessor's police power.

12. Title to Improvements:

- A. All structures and improvements constructed or erected by Flower on the Leased Premises and Fuel Tanks, excluding movable trade fixtures, constitute a part of the Leased Premises and Fuel Tanks and may not be removed from the land. Flower and Lessee acknowledge and agree that fee simple title to these structures and improvements vested in Lessor immediately upon completion of construction of same, free of all liens and encumbrances. Notwithstanding the foregoing, Lessor shall not be responsible for any defects in the Leased Premises, Fuel Tanks, structures, or improvements and shall have no obligation or responsibility to maintain, repair, or restore the same; all such obligation and responsibility shall be held by Lessee.
- B. The structures leased to Lessee hereunder and any improvements constructed or erected hereunder by Lessee, excluding movable trade fixtures, shall constitute a part of the Leased Premises and Fuel Tanks and therefore such structures and improvements cannot be removed from the land. Fee simple title to the structures are in the Lessor and fee simple title to subsequently constructed improvements shall vest with Lessor immediately upon completion of construction of same, free of all liens and encumbrances. Notwithstanding that title is in or vests in Lessor, Lessor shall not be responsible for any defects in the Leased Premises, Fuel Tanks, structures, or improvements and shall have no obligation or responsibility to maintain, repair, or restore the same; all such obligation and responsibility shall be that of Lessee.

13. Taxes, Licenses, and Liens:

- A. Lessee covenants and agrees to pay promptly when due all taxes, fees, licenses, and other governmental charges of whatever nature assessed against or applicable to Lessee, the Leased Premises, Ramp, and Fuel Tanks, or to Lessee's property and operations thereon. Possessory interest tax is assessed by the County of Pueblo and is the responsibility of the Lessee. The Lessor is a tax-exempt entity and shall not be liable for any tax of the Lessee. All applicable taxes and costs shall be paid by Lessee, even if Lessee was unaware of such taxes and costs.
- B. At all times during the term of this Lease, and of any renewal or extension hereof, Lessee shall, at its own cost and expense, provide and keep in good standing business licenses with the City of Pueblo and the State of Colorado. Lessee shall obtain and maintain any other licenses or certifications required by law, including those required by the FAA. Upon request, Lessee will provide Lessor with certificates of good standing evidencing that all licenses or certifications are current and not subject to discipline.
- C. Lessee also covenants and agrees not to permit any mechanic's or material man's lien to be filed against the Leased Premises, Ramp, or Fuel Tanks or any part or parcel thereof by reason of any work or labor performed or materials furnished by any contractor, subcontractor, mechanic, or material man. Lessee further covenants and agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations on the Leased Premises, Ramp, and Fuel Tanks, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment, or execution to be filed against the Leased Premises without the Lessor's prior consent which will not be unreasonably withheld, except that in no instance will the lien, mortgage, judgment, or execution be in any way an impairment of the rights of Lessor.
- D. Lessees performing services using Airport Operations Areas ("AOA") must annually undergo American Association of Airport Executives ("AAAE") Airport News Training Network ("ANTN") Digicast Signatory Training and hold a current signatory certificate that must be filed yearly with Airport Administration. Such Lessees shall keep a record of all documentation related to badging and produce it upon request.

14. Indemnification:

Lessee assumes the risk of loss or damage to the Leased Premises, Ramp, and Fuel Tanks and property thereon and therein, including but not limited to aircraft and personal property, whether from windstorm, fire, earthquake, snow, water run-off, or any other causes whatsoever except for loss or damage caused by the gross negligence and/or willful misconduct of Lessor, its agents, officer, representatives, and employees. Lessee covenants and agrees to indemnify, defend, and save the Lessor, its agents, officer, representatives, and employees, harmless from and against any and all penalties, liability, or loss, including costs and attorney fees and all expenses incurred by Lessor in investigating or resisting the same, resulting from claims or court action, whether civil, criminal, or in equity, and arising directly or indirectly out of: (i) acts of the Lessee, its agents, employees, or representatives;

(ii) occurring in on or about the Leased Premises, Ramp, or Fuel Tanks; (iii) arising out of or resulting from the Leased Premises, Ramp, or Fuel Tanks, or any condition thereon, or from Lessee's use and occupancy of the Leased Premises, Ramp, or Fuel Tanks, or any equipment thereon or appurtenances thereto, or any activity conducted therein; or (iv) through any injury or damage that may be caused or occasioned. Except, Lessee is not required to indemnify, defend and save Lessor, its agents, officer, representatives, and employees from any and all penalties, liability, or loss, including costs and attorney fees and all expenses incurred by Lessor in investigating or resisting the same, resulting from claims or court action, whether civil, criminal, or in equity, and arising directly or indirectly out of Lessor's gross negligence or willful misconduct. Lessee shall not hold or attempt to hold Lessor liable for any injury, including loss of life, to any person, or for damage to any property while on the Leased Premises, Ramp, or Fuel Tanks or the Airport, irrespective of how such injury or damage may be caused or occasioned, unless that injury, including loss of life, to any person, or for damage to any property is caused by the gross negligence or willful misconduct of Lessor, its agents, officer, representatives, and employees. However, nothing herein shall limit the applicability of the Colorado Governmental Immunity Act or other law limiting the Lessor's liability. The provisions of this Section 14 shall survive the termination of this Lease.

15. Insurance and Damage:

- A. Lessee assumes all risk of loss, damage, injury and liability for the same that may occur to Lessee, Lessee's guests, Lessee's aircraft and Lessee's improvements and property in or upon the Leased Premises, Ramp, and Fuel Tanks and Lessor shall not be liable or responsible for any such loss, damage or injury, regardless of the cause thereof, except any loss, damage, injury and liability for the same that may occur to Lessee, Lessee's guests, Lessee's aircraft and Lessee's improvements and property in or upon the Leased Premises, Ramp, and Fuel Tanks caused by the gross negligence or willful misconduct of Lessor, its agents, officer, representatives, and employees.
- B. Lessor shall maintain storage tank pollution liability insurance covering the Fuel Tanks located within the fuel farm which are being used by Lessee. This policy shall name Lessee as an additional insured and loss payee for the policy and waive subrogation. So long as Lessee uses the Fuel Tanks for storage of aviation fuel, Lessee shall pay annually to Lessor, on the anniversary dates of the Commencement Date, a proportional share of Lessor's cost for storage tank pollution liability insurance. Lessee's portion of such charges shall be the ratio of the gallon capacity of Fuel Tanks Lessee leases hereunder compared to the total gallon capacity of the fuel tanks in Lessor's fuel farm being used by Lessor, Lessee, and other parties.
- C. Lessee, at its sole cost and expense, shall, during the life of this agreement, procure, pay for and keep in full force and affect the following types of insurance:
 - (1) Aviation General Liability Insurance: A comprehensive policy of aviation general liability insurance, including but not limited to personal injury, products liability, hangar keepers' liability, and property damage. The policy shall have limits in an amount of not less than One Million Dollars

(\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Leased Premises, Ramp, and Fuel Tanks (including acts or omissions of the Lessee).

- (2) Automobile Insurance: At all times during the term of this Lease, and any renewal or extension hereof, Lessee shall, at its own cost and expense, provide, and keep in force commercial automobile liability insurance with a combined single limit for all owned, hired, and non-owned autos of not less than one million dollars (\$1,000,000.00).
- (3) Workers Compensation Insurance: Lessee shall obtain statutory workers' compensation insurance which shall contain an endorsement waiving subrogation against the City of Pueblo. Such insurance shall cover all employees and agents of Lessee performing work at the Leased Premises or Airport irrespective of whether such employees may be shareholders, managers, partners, or owners of Lessee or exempt employees under the Act. Any independent contractors of Lessee shall be covered under Lessee's workers' compensation insurance and/or participant accident insurance policy or show evidence that said independent contractor is covered under its own workers' compensation insurance policy. Lessee shall have full and sole responsibility for ensuring compliance with this Section, including without limitation indemnification required under this Lease. All insurance policies required hereunder shall provide that such policies not be cancelled or reduced without thirty (30) days' advance written notice to the Lessor.
- (4) Storage Tank Pollution Liability Insurance: Lessee shall maintain storage tank pollution liability insurance covering the Fuel Tanks located within the fuel farm which are being used by Lessee. This policy shall name Lessor as an additional insured and loss payee for the policy and waive subrogation.

D. Lessee shall insure the structures and other improvements, except fuel tanks, in an amount equal to their full insurable value naming Lessor as a loss payee. These policies shall name the City of Pueblo as additional insured and loss payee for the policy and waive subrogation. The policies shall contain a provision that the policy cannot be canceled or materially altered either by the insured or the insurance company unless thirty (30) days prior written notice thereof is given to the Lessee and Lessor. Upon issuance or renewal of any such insurance policy, the Lessee shall furnish to the Lessor a certificate of insurance evidencing coverage required under this contract.

E. If the structures or other improvements (the "Improvements"), except for the fuel tanks, are damaged or destroyed by fire or other casualty, Lessee shall within one hundred twenty (120) days from the occurrence of such casualty either (1) repair and restore the damaged or destroyed Improvements, (2) demolish the damaged or

destroyed Improvements, restore the Leased Premises to their original condition, and terminate this Lease, in which event the net proceeds of the property damage insurance required to be provided by Lessee shall be retained by Lessor, or (3) demolish the damaged or destroyed Improvements and commence construction of replacement Improvements, and thereafter complete such construction as soon as practicable, but at least within eighteen (18) months from the occurrence of such casualty, unless Lessor approves additional time which shall not be unreasonably withheld. All repairs to or restoration of Improvements and/or construction of replacement Improvements shall be in compliance with applicable laws and codes, and in accordance with plans and specifications therefor approved by Lessor, which approval will not be unreasonably withheld. Except in the event of (2) above, the net proceeds of property damage insurance provided by Lessee shall be released by Lessor and paid to Lessee for the purpose of Lessee repairing, restoring, or replacing improvements damaged or destroyed by such insured fire or other casualty.

- F. Lessee shall not violate the terms or prohibitions of any insurance policy herein required to be furnished by Lessee. Coverage and limits enumerated in this insurance section represent only the minimum insurance required, and Lessee should rely on its expertise to obtain any additional insurance coverage needed for the Lessor and Lessee in its performance under this Lease. Failure of Lessee to comply with the provisions of this section shall constitute a material breach of this Lease.

16. Waivers and Holdovers:

No provision of this Lease may be waived except by an agreement signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. Should Lessee holdover the use of or continue to occupy the Leased Premises after the termination or cancellation of this Lease, such holding over shall be deemed merely a tenancy for successive monthly terms upon the same conditions as provided in this Lease subject to termination upon thirty (30) days prior written notice.

17. Inconvenience During Construction:

Lessee recognizes that from time to time it will be necessary for the Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair at and to the Airport in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt Lessee's operations at the Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconvenience or interruption, and for and in further consideration of the premises, Lessee waives any right to claim damages or other consideration therefore, provided, however, that this waiver shall not extend to, or be construed to be a waiver of, any claim for physical damage to property resulting from willful misconduct of the Lessor, its officers, agents, employees, contractors, subcontractors, and representatives. The Lessee shall be obligated to be pay all

rent and fulfill all obligations of this Lease at all times, including, but not limited to, when access to the Airport is temporarily restricted due to routine construction, reconstruction, expansion, or other potential alteration of the airfield.

18. Place and Manner of Payments:

In all cases where Lessee is required by this Lease to pay any rentals, rates, fees or other charges or to make other payments to Lessor, such payments shall be made at the Department of Aviation, or at such other place as Lessor may hereafter designate by notice in writing to Lessee and shall be made in legal tender of the United States and any check shall be received by Lessor subject to collection. Lessee agrees to pay any bank charges made for the collection of any such checks. All payments of rent shall be made on the first of each month.

19. Assignments and Subletting:

- A. Lessee may not assign this Lease, in whole or in part, without the written consent of Lessor which may be granted or denied in its sole and absolute discretion, except that Lessee may assign this Lease to a successor legal entity which has merged with, or acquired substantially all the assets of the Lessee, if such successor legal entity should specifically agree in writing to perform this Lease, unless Lessor determines in its sole and absolute discretion based upon written information supplied to Lessor by Lessee at least sixty (60) days prior to the effective date of the assignment that the successor legal entity does not have the ability to fulfill the obligations of this Lease in a competent or financially responsible manner. Failure of Lessee to provide adequate written information concerning subtenants is sufficient for Lessor to make such determination and shall be, in and of itself, a sufficient basis for the Lessor to deny its consent to any proposed assignment.
- B. Lessee, with the prior written consent of Lessor, the consent of which may be granted or denied in Lessor's sole and absolute discretion, may sublet a portion of the Leased Premises to a subtenant or subtenants ("Subtenant") pursuant to a written sublease, which shall contain among other provisions the following:
 - (1) The sublease must be subject to and governed by all of the covenants and provisions of this Lease. Subtenant must abide by all of the terms and conditions thereof applicable to the Leased Premises, Ramp, and Fuel Tanks and use thereof. The sublease may only be for a lesser term than specified in Section 2.
 - (2) The Subtenant shall maintain and keep in force aviation general liability insurance as described in Section 15.C. with a combined single limit not less than one million dollars (\$1,000,000). Such insurance requirement will be satisfied if Subtenant is provided with coverage under Lessee's master liability insurance policy.
 - (3) The sublease must contain an Indemnification provision, substantially the same as set forth in Section 14 hereof, indemnifying Lessor.

- (4) The sublease shall not become effective until an executed copy thereof is delivered to Lessor's Department of Aviation.

C. Subtenants for Hangaring of Aircraft: Lessee may, upon notice to Lessor but without Lessor's prior written consent, sublet to an entity or person sufficient hangar space to hangar the Sublessee's aircraft and any needed office space to perform Subtenant's aircraft operations pursuant to a template sublease agreement ("Template Agreement") that was prior approved by Lessor. Should Lessee wish to sublease a portion of the Leased Premises other than through a Template Agreement, it must obtain Lessor prior written approval in accordance with Section 19.B. above. All Subtenants intending to conduct business at the Airport must first obtain a commercial permit from the Director of Aviation. Upon entering into a sublease with a Subtenant, Lessee will provide written notice to Lessor that includes the name, address, tail number, aircraft model, length of term of sublease, and a copy of the sublease.

20. Agreements with United States:

This Lease is subject and subordinate to the terms, reservations, restrictions, provisions, and conditions of the deed of conveyance from the United States Government to the Lessor and of any other existing or future agreement between the Lessor and the United States, relative to the use, operation, or maintenance of the Pueblo Memorial Airport and its appurtenant facilities; the execution of which has been or may be required as a condition precedent to the participation by any Federal Agency in the extension, expansions, or development of said Airport and its facilities.

21. Lessee's Default:

- A. Any one of the following shall constitute an event of default by Lessee hereunder:
- (1) Failure of Lessee to pay in full all installments of rent, fees, additional rent, or pro rata portion of fuel farm insurance due by the first day of each month or immediately after written notice and demand therefor are given by Lessor to Lessee.
 - (2) Failure of Lessee to perform or comply with any obligation, covenant, or agreement of Lessee hereunder other than payment of money for a period of fourteen (14) days after written notice specifying such failure is given by Lessor to Lessee, except that if such obligation, covenant, or agreement is not capable of being performed within said fourteen (14) day period, Lessee shall not be in default if Lessee shall commence such performance within said fourteen (14) day period and thereafter prosecute the same with diligence and continuity to completion.
- B. Lessee shall have thirty (30) days to cure any default. In the case of a continuing event of default by Lessee, Lessor shall have the following remedies in addition to

all other rights and remedies provided by law or in equity, including without limitation, damages and specific performance:

- (1) Terminate this Lease by sixty (60) days prior written notice given to Lessee specifying the date of termination, and Lessee shall within said sixty (60) day period vacate the Leased Premises, Ramp, and Fuel Tanks and surrender possession thereof to Lessor.
 - (2) Without terminating this Lease, retake possession of the leased areas and relet the same or any part thereof for such term or terms and upon such other conditions as Lessee in its reasonable judgment shall determine. If the rent, fees, and other charges are less than those provided for herein, Lessee shall be responsible and liable for any deficiency between the amount of the rent, fees and charges provided for herein and those received through such reletting. Lessor shall not be responsible or liable for any failure to relet the leased premises or any part thereof, or failure to collect any rent, fees, or other charges due upon such reletting. No notices from Lessor hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Lessor to terminate this Lease unless such notice specifically so states. Lessor reserves the right following any such reentry and/or reletting to exercise its right to terminate this Lease as provided in Section 21.B.(1) above.
- C. If the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any Court of Law, or a Trustee in Bankruptcy or a Receiver appointed for the property of the Lessee, whether under the operation of the State or the Federal statutes, then and in any such case, the Lessor may, at his option, immediately with or without notice, notice being expressly waived, terminate this Lease and immediately retake possession of the Leased Premises without the same working any forfeiture of any accrued obligations of the Lessee hereunder.
- D. After the expiration of this Lease or any violation of any term or provision as herein provided for, if Lessee shall refuse to surrender and deliver possession of the Leased Premises after notice of termination, then in that event Lessor may, without further notice or demand, enter into and upon said premises, or any part thereof, and take possession thereof and repossess them, and expel, remove, and put out of possession the Lessee, using such help, assistance and force in so doing as may be needful and proper, without prejudice to any remedy allowed by law, available in such cases.
- E. That in case the Leased Premises are left vacant and any part of the rent herein reserved be due and unpaid, then the Lessor may, without in anyway being obligated to do so, and without terminating this Lease, retake possession of said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs,

and said Lessee shall be liable for the balance of the rent herein reserved until the expiration of this Lease.

- F. Lessee agrees to pay the Lessor all costs, including reasonable attorney fees, incurred by Lessor in recovering any rent or other money due and unpaid under the terms of this Lease or to recover possession of the Leased Premises after termination of this Lease.

22. Notices:

All notices, required to be given to Lessor hereunder, shall be in writing and be sent by certified mail to Pueblo Memorial Airport, Administration Office, 31201 Bryan Circle, Pueblo, Colorado 81001 with a copy to City of Pueblo, City Attorney's Office, 1 City Hall Place, Pueblo, Colorado 81003. All notices required to be given to Lessee hereunder shall be in writing and sent by certified mail, addressed to Freeman Holdings of Colorado, LLC, Attn: Scott Freeman, 16221 Foster Street, Overland Park, Kansas 66085, email: sfreeman@pville.com; with a copy to Freeman Holdings Group, Attn: Reese Hays, 16221 Foster Street, Overland Park, Kansas 66085, email: rhays@freemanholdingsgroup.com, provided that the parties, or either of them, may designate in writing from time to time subsequent or supplementary persons or address in connection with said notices. The effective date or service of any such notice shall be the date such notice is mailed by Lessee or Lessor.

23. Environmental Provisions:

- A. For the purpose of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado, or the United States government and shall include, but not be limited to: (i) substances defined as "hazardous waste," "restricted hazardous waste," "hazardous substance" or "hazardous material" under any applicable federal, state, or local law or regulation (Environmental Regulations); (ii) asbestos-containing materials; (iii) PCBs; (iv) petroleum or petroleum based products; and (v) lead.
- B. Lessee will comply with Environmental Regulations that are applicable to Lessee and its use of the Leased Premises, Ramp, and Fuel Tanks. No activity shall be undertaken by Lessee, its guests, employees, agents, contractors, or subcontractors, on all or any portion of the Leased Premises, Ramp, and Fuel Tanks which would cause or permit: (i) the presence, use, generation, release, discharge, storage or disposal of any Hazardous Material in, on, under, about, or from the Leased Premises, Ramp, and Fuel Tanks or any part thereof in violation of any Environmental Regulations; (ii) any portion of the Leased Premises, Ramp, and Fuel Tanks to become a hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions without receiving proper governmental authorization, and in compliance with all Environmental Regulations, including, without limitation, the Federal Water

Pollution Control Act, U.S.C. Section 1251 et seq. and the Clean Air Act, 42 U.S.C. Section 7401 et seq.

- C. Except to the extent Lessor is covered by an insurance policy, Lessee agrees to defend, indemnify, and forever hold harmless Lessor, and its officers, employees, agents, successors, and assigns, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, characterization, remediation and cleanup costs, incurred by reason of the use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about, or from the Leased Premises, Ramp, and Fuel Tanks, or any part thereof, by Lessee, its employees, agents, guests, contractors and subcontractors.

24. Law, Rules and Regulations:

- A. Lessee, its officers, agents, and employees shall faithfully observe and comply with all applicable federal, state, and local laws, regulations, and ordinances now existing or hereafter adopted relating to the use and occupancy of the Airport or Leased Premises, Ramp, and Fuel Tanks, including without limitation Chapter 1 of Title III of the Pueblo Municipal Code and rules affecting the operation of motor vehicles upon, to, and from the Airport. The Lessee, and all officers, agents, and employees of Lessee, hereby agree to be bound by and subject to all police ordinances of the City of Pueblo at all times while on the Airport, whether acting in the course of Lessee's business or otherwise.
- B. Lessee, its officers, agents, and employees shall faithfully observe and comply with all minimum standards and rules regulating operations and activities from and upon the Airport adopted from time to time by Lessor. Such minimum standards and rules shall not be applied arbitrarily, discriminatorily, or unreasonably. If any provision of this Lease shall conflict with any provision of the minimum standards or rules adopted or amended by Lessor after commencement date, the conflicting provision of this Lease shall control.
- C. It is expressly understood by Lessee that security within the air operations area of the Airport is vital. The drive through gate entering the air operations area shall be kept closed and secured at all times except for ingress and egress. Only public road going automobiles under escort will be permitted on the air operations area. Any public road going automobile brought by Lessee shall be the sole responsibility of the Lessee. Violation of airport security rules as now, or in the future may, exist shall be grounds for immediate termination of this Lease.

25. F.A.A. Lease Requirements:

- A. The Lessor reserves the right, without any obligation on its part to do so, to develop, modify, change, improve, or abandon the Pueblo Memorial Airport or any part thereof, as it may determine in its sole discretion, at any time, regardless of the desires or view of Lessee, and without interference or hindrance from Lessee or liability to Lessee.

- B. The Lessor reserves the right, without any obligation on its part to do so, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.
- C. Lessor shall have full and unrestricted right to enter upon those portions of the Airport occupied and leased herein by the Lessee, and Lessor, its agents, or representatives shall be permitted to inspect same during any regular business hours or upon twenty-four (24) hours' notice to Lessee.
- D. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the use, development, operation, and maintenance of the Airport.
- E. Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations with respect to the construction of any structure or building on the Leased Premises, Ramp, and Fuel Tanks, or in the event of any planned modification or alteration of any present or future building or structure on the Leased Premises, Ramp, or Fuel Tanks.
- F. All rights not herein granted to the Lessee are reserved to Lessor and nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 as amended.
- G. Lessor reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, Ramp, and Fuel Tanks, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation or flight in said airspace, and for use of said airspace for landing on, taking off from, or operations on or over the Pueblo Memorial Airport.
- H. By accepting this Lease, Lessee expressly agrees for itself, its successors, and assigns that it will not erect nor permit the erection of any structure, building, or object nor permit the growth of any tree on the Leased Premises, Ramp, and Fuel Tanks to a height not to exceed twenty-five (25) feet above ground level. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the Leased Premises, Ramp, and Fuel Tanks and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.
- I. Lessee shall not make use of the Leased Premises, Ramp, and Fuel Tanks in any manner which might interfere with the landing and taking off of aircraft at Pueblo Memorial Airport or otherwise constitute a hazard to aviation. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the Leased Premises, Ramp, and Fuel Tanks and cause the abatement of such interference at the expense of the Lessee.

- J. If during the term of this Lease, all or part of the Leased Premises, Ramp, or Fuel Tanks should be taken or threatened to be taken for any public or quasi-public use under any governmental law or by right of eminent domain or sold to the condemning authority under threat of condemnation, this Lease shall terminate and the proceeds, if any, from such taking or sale shall be allocated between Lessor and Lessee in accordance with applicable condemnation law.
- K. Lessor reserves the right to grant and to take easements or rights of way in, under, over, and across the Leased Premises, Ramp, and Fuel Tanks, in which event, Lessee shall only be entitled to compensation for damages to improvements of the Lessee destroyed or damaged thereby, but not to damages for loss of use of the Leased Premises, Ramp, and Fuel Tanks. Lessor will attempt to ensure such easements or rights of way will not impede, prohibit, or infringe upon Lessee's ability to carry out its authorized uses of the Leased Premises, but makes no guarantees as to such.
- L. Lessee agrees to annually complete and submit a Department of Transportation - Federal Aviation Administration Airport Activity Survey (FAA Form 1800-31), as may be amended, that documents Lessee's air taxi-commercial passenger enplanements for each calendar year.
- M. It is not the intent of this Lease to grant to Lessee the exclusive right to provide any or all of the services which Lessee may engage in at any time during the term of this agreement. Accordingly, the Lessor reserves the right, to grant others certain rights and privileges upon the Airport which may be similar in part or in whole to those granted to Lessee, in accordance with any applicable minimum standards and procedures adopted by the Lessor and amended from time to time for the Airport. Nothing herein shall prevent Lessor from entering into leases or subleases with other tenants who may be in competition with the rights and privileges granted to Lessee hereunder.

26. Nondiscrimination Assurances

- A. The Lessee, for itself, its successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises or ramp, for a purpose for which Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lease shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the regulations may be amended.
- B. The Lessee, for itself, its successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (i) no person on the grounds of race, color, religion, sex, sexual orientation, disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased

Premises or ramp; (ii) that in construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, sexual orientation, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) that the Lessee shall use the Leased Premises and ramp in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as the regulations may be amended.

- C. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, religion, disability, national origin, sex, or sexual orientation be excluded from participating in any contracting, leasing, or employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- D. Lessee agrees to operate the Leased Premises, Ramp, and Fuel Tanks for the use and benefit of the public and to furnish good, prompt and efficient services adequate to meet all the demands for its services at the Airport, to furnish service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit of service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- E. Notwithstanding anything contained herein that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor reserves the right to grant similar privileges to another operator or operators on other parts of the Airport. It is not the intent of the Lease to grant to Lessee the exclusive right to provide any or all of the services Lessee may engage in at any time during the term of the Lease. Accordingly:
 - (1) Lessor reserves the right, to grant others certain rights and privileges upon the Airport which may be similar in part or in whole to those granted to Lessee, in accordance with any applicable minimum standards and procedures adopted by Lessor and amended from time to time.
 - (2) Nothing shall prevent Lessor from entering into leases or subleases with other tenants who may be in competition with the rights and privileges granted to Lessee hereunder. However, the Lessor agrees not to enter into any sublease, lease, contract or other agreement with any similarly situated full service fixed base operator at the Airport, which contains more favorable terms than this lease or grants rights, privileges or concessions which are not granted to Lessee herein, to the extent required by FAA Grant

Assurances, except where such differences are nondiscriminatory and substantially comparable.

- (3) Lessor will require that a competitor make an investment sufficient to meet the full requirements of the Airport's applicable minimum standards prior to competitor's operation.

F. The Lessee for itself, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- (1) In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, religion, national origin, sex, disability, or age, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- (2) In the event of breach of any of the above Nondiscrimination covenants, City will have the right to terminate the agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the agreement had never been made or issued.

27. Prior Agreements:

Upon the Effective Date, Lease No. 1 and Lease No. 2, as each were amended and assigned, will immediately terminate and all of Flower's interests in Lease No. 1, Lease No. 2, the Leased Premises, Ramp, and Fuel Tanks shall terminate and Flower's rights to the same will cease and be of no force nor effect. All other agreements entered into between Lessor and Flower and all other interests in property at the Airport held by Flower will also terminate on the Effective Date. All interest in the Leased Premises, Ramp, and Fuel Tanks shall be held solely by Lessee in accordance with the terms of this Lease. All parties acknowledge and agree that the Leased Premises, Ramp, and Fuel Tanks, and all structures and improvements thereon, are owned solely by Lessor and Lessor has all rights and powers to lease the same.

28. Miscellaneous:

- A. This Lease and all of its covenants and provisions shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, subtenants, and approved assigns.

- B. This Lease and any amendments hereto are subject to prior approval of the Federal Aviation Administration.
- C. Lessee is leasing the Leased Premises, Ramp, and Fuel Tanks "AS IS, WHERE IS, WITH ALL FAULTS" in their present condition. Lessor makes no representation or warranties of any kind or character, express or implied, with respect to the Leased Premises, Ramp, and Fuel Tanks, including but not limited to, any warranty or representation as to suitability or fitness for a particular purpose, title, zoning, physical or environment conditions, utilities, governmental approvals, the compliance of the Leased Premises, Ramp, and Fuel Tanks with governmental and environment laws and regulations, the truth, accuracy or completeness of any document or other information provided to Lessee by Lessor or any other person, or any other matter or thing regarding the Leased Premises, Ramp, and Fuel Tanks. Lessor shall be under no obligation to maintain the Leased Premises, Ramp, and Fuel Tanks or the Pueblo Memorial Airport or any part thereof in a particular location or condition. If the Pueblo Memorial Airport shall permanently close or relocate, the use restrictions herein shall not apply, and the Lessee may use the Leased Premises, Ramp, and Fuel Tanks for any lawful use or purpose allowed by the then existing Pueblo Municipal Code, or in the alternative, Lessee may terminate this Lease upon thirty (30) days prior written notice given to Lessor.
- D. The Lessee represents that it has inspected the Airport, Leased Premises, Ramp, Fuel Tanks, and facilities and accepts the conditions of same and fully assumes the risk incident to the use thereof. The Lessor shall not be liable to the Lessee for any damages or injuries to the property or personnel of the Lessee which result from hidden, latent, or other dangerous conditions on the Airport or Leased Premises, Ramp, and Fuel Tanks. Lessee's taking of possession of the Leased Premises, Ramp, and Fuel Tanks shall be conclusive evidence that Lessee accepts the Leased Premises, Ramp, and Fuel Tanks in their present condition and that the Leased Premises, Ramp, and Fuel Tanks are in good and satisfactory condition at the time such possession was taken.
- E. The acts and omissions of Lessee's employees, agents, contractors, and guests shall be imputed to Lessee for purposes of this Lease.
- F. This Lease 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 Lease, with respect to any financial obligation of Lessor which may arise under this Lease in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Lease, including any sub-agreement, attachment, schedule or exhibit thereto, by the Lessor.

- G. Nothing in this Lease is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the Lessor under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.
- H. This Lease contains the entire and exclusive agreement between the parties relating to the Leased Premises, Ramp, and Fuel Tanks and may not be amended except by written instrument signed by the parties. Neither party shall be, or hold itself out as, agent of the other or as joint venturers or partners under this Lease.
- I. This Lease shall be governed by the laws of the State of Colorado. Venue for any action arising under this Lease or for the enforcement of this Lease shall be in a state court with jurisdiction located in Pueblo County, Colorado.
- J. Each person signing this Lease 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 Lease on behalf of such party and that this Lease is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

[Remainder of page intentionally left blank.]

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

LESSOR:

CITY OF PUEBLO
a Municipal Corporation

By Nicholas A. Gradisar
Nicholas A. Gradisar

Title: Mayor

Attest:

City Clerk
City Clerk

Approved as to form:

Daniel C. Kopovsek
City Attorney

LESSEE:

Freeman Holdings of Colorado, LLC
a Colorado limited liability company

By Francis B. Freeman Jr.
Francis B. Freeman Jr.

Title: Managing Member

FLOWER:

Rocky Mountain FBO, LLC
a Colorado limited liability company
d/b/a/ Flower Aviation FBO

By Jamie DeVincenty
Name Jamie DeVincenty
Title: Owner



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: AN ORDINANCE APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, TO CONTINUE THE COLLECTION OF HYDROLOGIC DATA ALONG FOUNTAIN CREEK AND THE ARKANSAS RIVER AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Joint Funding Agreement between the City of Pueblo and the U.S. Geologic Survey ("USGS") for the 2023 calendar year, to continue the collection of hydrologic data, including gaging stations and sediment data.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Collection of Daily Suspended Sediment

The cost for operation and maintenance of the sediment monitor is shared by City of Pueblo, Pueblo County, and Southeastern Colorado Water Activity Enterprise. The cost to the City of Pueblo is \$4,779.

Collection of Streamflow Data

The USGS will operate surface-water gages at 07099970 Arkansas River at Moffat Street and 07099973 Arkansas River Tributary above Hwy 227. Real-time data from these sites are also available on the worldwide web. Cost to the City of Pueblo for this program element is \$5,203.

FINANCIAL IMPLICATIONS:

SUMMARY OF CITY OF PUEBLO/USGS
COOPERATIVE PROGRAM

	Surface Water Program Element	City of Pueblo	USGS	Total
1.	Operation and maintenance of daily sediment site at Fountain Creek Pueblo	\$4,779	\$1,754	\$6,533
2a.	Operation and maintenance of stream gage at 07099970 Arkansas River at Moffat Street	\$1,936	\$863	\$2,799
2b.	Operation and maintenance of stream gage at 07099973 Arkansas River Tributary above Hwy 227	\$3,267		\$3,267
	Totals	\$9,982	\$2,617	12,599

Funds for implementation of this agreement are included in the Wastewater Department's 2023 budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The no-action alternative would jeopardize the continuation of the collection of hydrologic data, including gaging stations and sediment data, along Fountain Creek and the Arkansas River.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. USGS Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, TO CONTINUE THE COLLECTION OF HYDROLOGIC DATA ALONG FOUNTAIN CREEK AND THE ARKANSAS RIVER AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

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

SECTION 1.

The Joint Funding Agreement by and between the City of Pueblo, a Colorado municipal corporation, and the U.S. Geological Survey, dated January 1, 2023, a copy of which is attached hereto and made part hereof by reference ("Agreement") after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement on behalf of the City of Pueblo and the City Clerk is authorized to affix the seal of the City thereto and attest the 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 which are necessary or appropriate to implement the transactions described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR WATER RESOURCES INVESTIGATIONS

Customer No: 6000001058
Agreement No: 23REJFACO 206
Project No:
TIN #: 846000615

Fixed Cost
Agreement

☒ Yes ☐ No

THIS AGREEMENT is entered into as of the **1st day of January, 2023** by the U.S. GEOLOGICAL SURVEY, Colorado Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **City of Pueblo**, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations , **collection of hydrologic data including gaging stations and sediment data**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of **\$0.00**.

(a) **\$2,617.00** by the party of the first part during the period
January 1, 2023 to December 31, 2023

(b) **\$9,982.00** by the party of the second part during the period
January 1, 2023 to December 31, 2023

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

\$0.00 Description of USGS regional/national program: **GWSIP**

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the scope of work are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

9. Billing for this agreement will be rendered **semi-annually (in September and December)**. Invoices not paid within 60 days from date of bill will bear Interest, Penalties, and Administrative costs as the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. 3717) established by the U.S. Treasury.

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR WATER RESOURCES INVESTIGATIONS**

Customer No: 6000001058
Agreement No: 23REJFACO 206
Project No:
TIN #: 846000615
Fixed Cost Agreement ☒ Yes ☐ No

USGS Technical Point of Contact

Name: Krystal Brown
Title: Supervisory Hydrologic Technician
Address: 201 E. 9th St.
City/State/Zip: Pueblo, CO 81003
Telephone: 719-562-2841
Fax: 719-544-2463
Email: kbrown@usgs.gov

Customer Technical Point of Contact

Name: Andra Ahrens
Title: Interim Wastewater Director
Address: 1300 South Queens Avenue
City/State/Zip: Pueblo, CO 81001
Telephone: 719-553-2896
Fax:
Email: aahrens@pueblo.us

USGS Billing Point of Contact

Name: Meghan Patterson
Title: Budget Analyst
Address: Denver Federal Center, MS-415, Building 53
City/State/Zip: Lakewood, CO 80225
Telephone: 303-236-1450
Fax: 303-236-4912
Email: mpatterson@usgs.gov

Customer Billing Point of Contact

Name: Nicholas Gradisar
Title: City Mayor
Address: City of Pueblo, 1 City Hall Place
City/State/Zip: Pueblo, CO 81003
Telephone: 719-553-2611
Fax:
Email: NGradisar@pueblo.us

U.S. Geological Survey
United States
Department of Interior

City of Pueblo

SIGNATURE

SIGNATURES

By: **BRANDON FORBES**  Digitally signed by BRANDON FORBES
Date: 2022.10.26 11:55:48 -06'00'
Name: Matthew Ely
Title: Director, CWSC/USGS
Date: _____

By: _____ Date: _____
Name: Nicholas Gradisar
Title: City Mayor



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE RESTATED ANNEXATION AGREEMENT FOR THE AREA COMMONLY KNOWN AS THE NORTH VISTA ANNEXATION DESCRIBED AS LAND NORTH OF VISION HILLS PARKWAY AND WEST OF TROY AVENUE

SUMMARY:

This Ordinance approves the second amendment to the Restated North Vista Annexation Agreement that was adopted by Resolution No. 13916 on March 12, 2018. The first amendment to the Restated Annexation Agreement was adopted by Resolution No. 14739 on October 25, 2021. The proposed amendment requires the Petitioner to expand and enlarge the main sanitary sewer lines in Jerry Murphy Road between Candytuft Boulevard and Vision Hills Parkway and within Castor Drive north of Vision Hills Parkway which will allow for additional residential building permits to be issued prior to the extension of Jerry Murphy Road and the main sanitary sewer line to serve areas north of Home of Heroes Parkway.

PREVIOUS COUNCIL ACTION:

On April 13, 2009, by Ordinance No. 7996, City Council approved an Annexation and Annexation Agreement for the North Vista area containing 1172.09 acres.

On March 12, 2018, by Resolution No. 13916, City Council approved a Restated Annexation Agreement for the North Vista Annexation.

On October 25, 2021, by Resolution No. 14739, City Council approved the First Amendment to the Restated Annexation Agreement for the North Vista Annexation.

BACKGROUND:

This Ordinance approves the second amendment to the Restated Annexation Agreement ("Agreement") between the City of Pueblo, a municipal corporation and Pueblo Heights LLC, a Colorado limited liability company ("Pueblo Heights") related to the North Vista Annexation. The amended agreement provides for the following changes:

1. Exhibit C-1, Section 5 is deleted in its entirety and replaced as follows:

5. Construction of Offsite Sanitary Sewer.

a. The Petitioner shall design and construct, at no cost to the City, within one hundred eighty (180) days after the three hundredth (300th) building permit is issued to construct any dwelling unit on the Property, an eighteen inch (18") sanitary sewer main and all related facilities in Jerry Murphy Road from Candytuft Boulevard to Vision Hills Parkway. Petitioner must complete construction of the sanitary sewer improvements according to design and construction standards required by the City and the approved Sanitary Master Plan. Petitioner may apply for cost recovery for the off-site sanitary sewer improvements described above, pursuant to Section 16-5-5 of the Pueblo Municipal Code.

b. The Petitioner shall design and construct, at no cost to the City, an eighteen inch (18") sanitary sewer main from the south boundary of the Property within the right-of-way of Castor Drive connecting to the wastewater manhole located at the intersection of Castor Drive and Vision Hills Parkway. This improvement shall be completed prior to the issuance of the one thousand three hundred and fifty-first (1,351st) residential dwelling unit on the Property located south of Home of Heroes Parkway and east of the drainage arroyo as shown on Exhibit A or prior to the one hundred and first (101st) building permit for residential dwelling units that drain into the Caster Drive sanitary sewer main. Any damages to the roadways and other public improvements within the rights-of-ways of Caster Drive and Vision Hills Parkway shall be repaired, at no cost to the City. Petitioner must complete construction of the sanitary sewer improvements according to design and construction standards required by the City and the approved Sanitary Master Plan.

c. Following the completion and acceptance by City of the sanitary sewer improvements in Section 5.a. and Section 5.b. above, the Petitioner shall be allowed a maximum of seventeenth hundred fifty (1,750) building permits for dwelling units located south of Home of Heroes Parkway and east of the drainage arroyo. Petitioner shall, at no cost to the City, be responsible for the design and construction of the sanitary sewer improvements within the right-of-way of Jerry Murphy Road from Vision Hills Parkway to the southern boundary of the Property according to design and construction standards required by the City and the approved Sanitary Master Plan.

The design and construction of the sanitary sewer improvements shall be coordinated with the concurrent construction of Jerry Murphy Road and any associated drainage channel improvements identified in paragraph 6.b.(2) below. Petitioner may apply for cost recovery for the off-site sanitary sewer improvements described above, pursuant to Section 16-5-5 of the Pueblo Municipal Code.

2. Exhibit C-1, Section 6.b.(1) is deleted in its entirety and replaced as follows:

6. Construction of Road Improvements.

b. Petitioner Roadway Construction of Jerry Murphy Road from Vision Hills Parkway to Future Home of Heroes Parkway completed by Petitioner

1. Petitioner shall, at no cost to the City, be responsible for the following roadway improvements in accordance with the following requirements:

(a) Within one hundred eighty (180) days after the three hundredth (300th) building permit is issued to construct any dwelling unit on the Property, Petitioner shall be responsible for chip sealing Overton Road from Vision Hills Parkway northerly to the northern property line adjacent to Overton Road; and,

(b) Within one hundred eighty (180) days after the issuance of the seventeenth hundred fifty-first (1,751st) building permit is issued to construct any dwelling unit on the Property, Petitioner shall be responsible to design and construct Jerry Murphy Road between the intersection of Vision Hills Parkway and Future Home of Heroes Parkway at no cost to the City, as a four lane, median divided, principal arterial roadway section.

(c) Within one hundred eighty (180) days after the issuance of a building permit for any dwelling unit located north of Home of Heroes Parkway or west of the drainage arroyo as shown on Exhibit A, Petitioner shall be responsible to design and construct Jerry Murphy Road between the intersection of Vision Hills Parkway and Future Home of Heroes Parkway at no cost to the City, as a four lane, median divided, principal arterial roadway section.

3. Except as modified by this Second Amendment, the Restated Annexation Agreement, remains in full force and effect.

FINANCIAL IMPLICATIONS:

This Amendment to the Restated Annexation Agreement will not change the required payment of \$6,500 for each dwelling unit that is collected at the issuance of all residential dwelling units for specific transportation improvements (Transportation Impact Fee) or for the Petitioner to make sanitary sewer main improvements to Jerry Murphy Road between Candytuft Boulevard and Vision Hills Parkway, and the upsize the sanitary sewer main in Castor Drive prior to the issuance of specific number of residential building permits on the Property.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If City Council does not approve this Ordinance, the current Annexation Agreement will remain in effect. The current Restated Annexation Agreement requires the construction of a new sanitary sewer main and the northern extension of Jerry Murphy Road prior to the 751st residential building permit being issued within the Property. The sanitary sewer and Jerry Murphy roadway extensions are not needed to serve approximately 1,750 residential units that could be constructed south of Home of Heroes Parkway and

accessed from Vision Hills Parkway.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2nd Amendment to NV Restated Annexation Agreement
2. Recorded Amendment No. 1 to NV Restated Annexation Agreement
3. Recorded NV Restated Annexation Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE RESTATED ANNEXATION AGREEMENT FOR THE AREA COMMONLY KNOWN AS THE NORTH VISTA ANNEXATION DESCRIBED AS LAND NORTH OF VISION HILLS PARKWAY AND WEST OF TROY AVENUE

WHEREAS, pursuant to Resolution No. 13916 of the Pueblo City Council a Restated Annexation Agreement dated March 12, 2018, and recorded with the Pueblo County Clerk and Recorder on March 29, 2018, at Reception No. 2100918 ("Annexation Agreement") was entered into by and between the City of Pueblo, a municipal corporation, (the "City"), and BLH Properties, LLC, a Colorado limited liability company, Pete Urenda a/k/a Albert Pete Urenda, and Home Town Finance Co., a/k/a The Hometown Finance Co., a Colorado corporation, collectively referred to as "Petitioners" as owners of the real property described of the Annexation Agreement; and,

WHEREAS, pursuant to Resolution No. 14739 of the Pueblo City Council the First Amendment to the Restated Annexation Agreement dated March 12, 2018, and recorded with the Pueblo County Clerk and Recorder on October 28, 2021, at Reception No. 2250175 ("First Amendment to the Annexation Agreement") was entered into by and between the City of Pueblo, a municipal corporation, (the "City"), and Pueblo Heights LLC, a Colorado limited liability company ("Pueblo Heights") referred to as "Petitioner" as owner of the real property described of the Annexation Agreement; and,

WHEREAS, Pueblo Heights consented to and approved the Annexation Agreement and is the successor-in-title to Petitioners' interest in the Property which remains subject to the Restated Annexation Agreement and the First Amendment to the Annexation Agreement; NOW, THEREFORE,

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

SECTION 1.

The Second Amendment to the Restated Annexation Agreement, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Second Amendment to the North Vista Restated Annexation Agreement on behalf of Pueblo, a Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest to the same.

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 immediately upon final action by the Mayor, City Council and upon Petitioner executing an Agreement approving the Second Amendment to the Restated Annexation Agreement set forth in Section 1 and ratifying and confirming the Second Amendment to the Annexation Agreement which will thereafter be recorded by the City Clerk in the records of the Pueblo County Clerk and Recorder.

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

SECOND AMENDMENT TO RESTATED ANNEXATION AGREEMENT

Recitals

- A. Pursuant to Resolution of the Pueblo City Council as set forth in Resolution No. 13916, a Restated Annexation Agreement dated March 12, 2018, was recorded with the Pueblo County Clerk and Recorder on March 29, 2018, at Reception No. 2100918.
- B. Pursuant to Resolution of the Pueblo City Council as set forth in Resolution No. 14739, an Amendment to the Restated Annexation Agreement dated October 27, 2021,, was recorded with the Pueblo County Clerk and Recorder on October 28, 2021, at Reception No. 2250175. The Restated Annexation Agreement and Amendment are collectively referred to as the “Annexation Agreement”.
- C. In accordance with Article VIII, of the Annexation Agreement, the City and Pueblo Heights desire to enter into a second amendment to the Restated Annexation Agreement pursuant to the terms and conditions outlined herein (“Second Amendment”).

Amendment

NOW THEREFORE, the City and Pueblo Heights agree that the Annexation Agreement is amended as follows:

1. Exhibit C-1, Section 5 is deleted in its entirety and replaced as follows:

5. Construction of Offsite Sanitary Sewer.

a. The Petitioner shall design and construct, at no cost to the City, within one hundred eighty (180) days after the three hundredth (300th) building permit is issued to construct any dwelling unit on the Property, an eighteen inch (18”) sanitary sewer main and all related facilities in Jerry Murphy Road from Candytuft Boulevard to Vision Hills Parkway. Petitioner must complete construction of the sanitary sewer improvements according to design and construction standards required by the City and the approved Sanitary Master Plan. Petitioner may apply for cost recovery for the off-site sanitary sewer improvements described above, pursuant to Section 16-5-5 of the Pueblo Municipal Code.

b. The Petitioner shall design and construct, at no cost to the City, an eighteen inch (18”) sanitary sewer main from the south boundary of the Property within the right-of-way of Castor Drive connecting to the wastewater manhole located at the intersection of Castor Drive and Vision Hills Parkway. This improvement shall be completed prior to the issuance of the one thousand three hundred and fifty-first (1,351st) residential dwelling unit on the Property located south of Home of Heroes Parkway and east of the drainage arroyo as shown on Exhibit A or prior to the one hundred and first (101st) building permit for

residential dwelling units that drain into the Caster Drive sanitary sewer main. Any damages to the roadways and other public improvements within the rights-of-ways of Caster Drive and Vision Hills Parkway shall be repaired, at no cost to the City. Petitioner must complete construction of the sanitary sewer improvements according to design and construction standards required by the City and the approved Sanitary Master Plan. Petitioner may apply for cost recovery for the off-site sanitary sewer improvements pursuant to Section 16-5-5 of the Pueblo Municipal Code.

c. Following the completion and acceptance by City of the sanitary sewer improvements in Section 5.a. and Section 5.b. above, the Petitioner shall be allowed a maximum of seventeenth hundred fifty (1,750) building permits for dwelling units located south of Home of Heroes Parkway and east of the drainage arroyo as shown on Exhibit A. Petitioner shall, at no cost to the City, be responsible for the design and construction of the sanitary sewer improvements within the right-of-way of Jerry Murphy Road from Vision Hills Parkway to the southern boundary of the Property according to design and construction standards required by the City and the approved Sanitary Master Plan in accordance with the following requirements:

- (1) Within one hundred eighty (180) days after the seventeenth hundred fifty-first (1,751st) building permit for any dwelling unit on the Property, Petitioner shall, at no cost to the City, be responsible for the design and construction of the sanitary sewer improvements within the right-of-way of Jerry Murphy Road from Vision Hills Parkway to the southern boundary of the Property according to design and construction standards required by the City and the approved Sanitary Sewer Master Plan.
- (2) Within one hundred eighty (180) days after the issuance of a building permit for any dwelling unit located north of Home of Heroes Parkway or west of the drainage arroyo as shown on Exhibit A, Petitioner shall, at no cost to the City, be responsible for the design and construction of the sanitary sewer improvements within the right-of-way of Jerry Murphy Road from Vision Hills Parkway to the southern boundary of the Property according to design and construction standards required by the City and the approved Sanitary Sewer Master Plan.

The design and construction of the sanitary sewer improvements shall be coordinated with the concurrent construction of Jerry Murphy Road and any associated drainage channel improvements identified in paragraph 6.b.(2) below. Petitioner may apply for cost recovery for the off-site sanitary sewer improvements described above, pursuant to Section 16-5-5 of the Pueblo Municipal Code.

2. **Exhibit C-1, Section 6.b.(1) is deleted in its entirety and replaced as follows:**

6. Construction of Road Improvements.

b. Petitioner Roadway Construction of Jerry Murphy Road from Vision Hills Parkway to Future Home of Heroes Parkway completed by Petitioner

(1) Petitioner shall, at no cost to the City, be responsible for the following roadway improvements in accordance with the following requirements:

(a) Within one hundred eighty (180) days after the three hundredth (300th) building permit is issued to construct any dwelling unit on the Property, Petitioner shall be responsible for chip sealing Overton Road from Vision Hills Parkway northerly to the northern property line adjacent to Overton Road; and

(b) Within one hundred eighty (180) days after the issuance of the seventeenth hundred fifty-first (1,751st) building permit is issued to construct any dwelling unit on the Property, Petitioner shall be responsible to design and construct Jerry Murphy Road between the intersection of Vision Hills Parkway and Future Home of Heroes Parkway at no cost to the City, as a four lane, median divided, principal arterial roadway section.

(c) Within one hundred eighty (180) days after the issuance of a building permit for any dwelling unit located north of Home of Heroes Parkway or west of the drainage arroyo as shown on Exhibit A, Petitioner shall be responsible to design and construct Jerry Murphy Road between the intersection of Vision Hills Parkway and Future Home of Heroes Parkway at no cost to the City, as a four lane, median divided, principal arterial roadway section.

(2) The alignment, design, and construction plan for the roadway improvements shall be approved in the sole discretion of the Director of Public Works. If any portion of the improvements required in this subparagraph are tributary to the drainage channel located approximately five hundred (500) feet south of the south boundary line of the Property (the "Box Culvert"), Petitioner shall be responsible to increase the size and capacity of the Box Culvert as determined by the final storm drainage study and then prepared at Petitioner's cost in accordance with the Storm Drainage Design Criteria and Drainage Policies for the City, published June 9, 1997, or as same may later be amended ("MANUAL") and be certified by a Professional Engineer competent in the field of surface water drainage engineering and registered in the State of Colorado.

3. **No Other Amendments.** Except as modified by this Second Amendment, the Restated Annexation Agreement, remains in full force and effect.
4. **Effective Date.** This Amendment will become effective upon execution of both parties and recording with the Pueblo County Clerk and Recorder.

THE CITY OF PUEBLO,
a municipal corporation

By: _____
Nicholas A. Gradisar, Mayor

Date: _____

Attest: _____
Marisa Stoller, City Clerk

APPROVED AS TO FORM:

City Attorney

State of Colorado)
) ss:
County of Pueblo)

I attest that the foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Nicholas A. Gradisar as Mayor and Marisa Stoller, as City Clerk for the City of Pueblo.

Witness my hand and official seal.

Notary Public

My commission expires _____.

PUEBLO HEIGHTS LLC,
a Colorado limited liability company, by
Jevin Investments, Inc., its manager

By: _____

Date: _____

Title: President

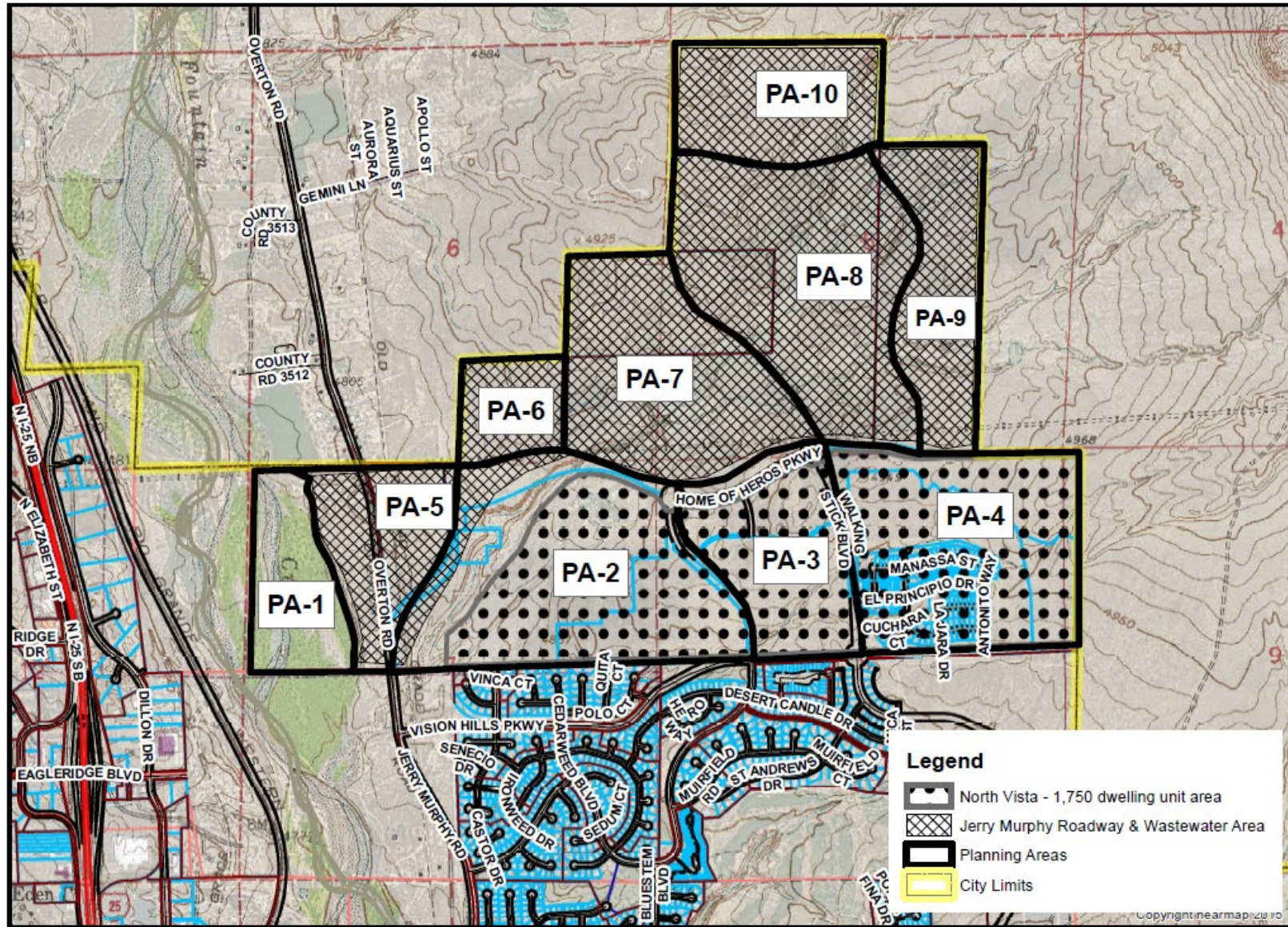
State of Colorado)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2022, by David Resnick, President of Jevin Investments, Inc., as Manager of Pueblo Heights
LLC.

Witness my hand and official seal.

Notary Public

My commission expires _____.



0 1,000 2,000 4,000 Feet



Exhibit A
North Vista Restated Annexation Agreement
2nd Amendment

This map is for City of Pueblo planning purposes only. 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.

RESOLUTION NO. 14739

A RESOLUTION APPROVING AN AMENDMENT TO THE RESTATED ANNEXATION AGREEMENT FOR THE AREA COMMONLY KNOWN AS THE NORTH VISTA ANNEXATION DESCRIBED AS LAND NORTH OF VISION HILLS PARKWAY AND WEST OF TROY AVENUE, AS APPROVED BY RESOLUTION NO. 13916

WHEREAS, pursuant to Resolution No. 13916 of the Pueblo City Council a Restated Annexation Agreement dated March 12, 2018, and recorded with the Pueblo County Clerk and Recorder on March 29, 2018, at Reception No. 2100918 ("Annexation Agreement") was entered into by and between the City of Pueblo, a Colorado Municipal Corporation, (the "City"), and BLH Properties, LLC, a Colorado Limited Liability Company, Pete Urenda a/k/a Albert Pete Urenda, and Home Town Finance Co., a/k/a The Hometown Finance Co., a Colorado Corporation, collectively referred to as "Petitioners" as owners of the real property described of the Annexation Agreement; and,

WHEREAS, Pueblo Heights LLC, a Colorado Limited Liability Company ("Pueblo Heights") consented to and approved the Annexation Agreement and is the successor-in-title to Petitioners' interest in the Property which remains subject to the Annexation Agreement; NOW, THEREFORE,

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

SECTION 1.

The Amendment to the Restated Annexation Agreement, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Amendment to the North Vista Restated Annexation Agreement on behalf of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest to the same.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon Petitioner executing an agreement approving the amendment to the Restated Annexation Agreement set forth in Section 1 and ratifying and confirming the Amendment to the Annexation Agreement which will thereafter be recorded by the City Clerk in the records of the Pueblo County Clerk and Recorder.

BY: Ed Brown
MEMBER OF CITY COUNCIL

APPROVED: Lourence W. Atencio
PRESIDENT OF CITY COUNCIL

ATTESTED BY: W. G. [Signature]
CITY CLERK

**BACKGROUND PAPER FOR PROPOSED
RESOLUTION**

COUNCIL MEETING DATE: October 25, 2021

TO: President Lawrence W. Atencio and Members of City Council
CC: Nicholas A. Gradisar, Mayor
VIA: Marisa Stoller, City Clerk
FROM: Scott Hobson, Acting Director of Planning and Community Development
SUBJECT: A RESOLUTION APPROVING AN AMENDMENT TO THE RESTATED ANNEXATION AGREEMENT FOR THE AREA COMMONLY KNOWN AS THE NORTH VISTA ANNEXATION DESCRIBED AS LAND NORTH OF VISION HILLS PARKWAY AND WEST OF TROY AVENUE, AS APPROVED BY RESOLUTION NO. 13916

SUMMARY:

The Resolution approves an amendment to the Restated North Vista Annexation Agreement that was adopted by Resolution No. 13916 on March 12, 2018. The proposed amendments pertain to a reduction in the number of building permits issued prior to the Petitioner's completion of certain wastewater improvements, increasing the Transportation Impact Fee collected by the City on each residential building permit, and amending the off-site transportation improvements required to be constructed by the Petitioner and the transportation improvements that will be constructed by the City through the funds received from Transportation Impact Fee.

PREVIOUS COUNCIL ACTION:

On April 13, 2009, by Ordinance No. 7996, City Council approved an annexation and an annexation agreement for the North Vista area containing 1172.09 acres.

On March 12, 2018, by Resolution No. 13916, City Council approved a Restated Annexation Agreement for the North Vista Annexation.

BACKGROUND:

This Resolution approves an amendment to the Restated Annexation Agreement ("Agreement") between the City of Pueblo, a municipal corporation and Pueblo Heights LLC, a Colorado Limited Liability Company ("Pueblo Heights") related to the North Vista Annexation. The amended agreement provides for the following changes:

1. The ownership of the property has transferred from BLH Properties, LLC, a Colorado Limited Liability Company, Pete Urenda a/k/a Albert Pete Urenda and Hometown Finance Co., a/k/a The Hometown Finance Co., a Colorado Corporation to Pueblo Heights LLC, a Colorado limited liability company following the date of approval of the Restated Annexation Agreement was approved in 2018. Pueblo Heights consented to and approved the Annexation Agreement and is the successor-in-title to Petitioners' interest in the Property which remains subject to the Annexation Agreement.
2. Off-site sanitary sewer mains will not be required to be constructed for the three hundred (300) lots that can be serviced by the existing City wastewater system. The current Restated Agreement allows for up to 750 lots which is more residential homes than the existing City wastewater system can support.
3. Article II, Section 4 – Transportation Plan is amended to identify that the traffic improvements funded by one or more traffic impact fees will be constructed and installed by both the Petitioner and/or the City as identified in Exhibit C of the agreement.
4. Article IV – Public Facilities is amended to limit the Petitioner's expense for construction and installation of certain off-site improvements to those off-site improvements that are specifically identified in Exhibit C of the agreement.
5. Exhibit C-1, Section 1 – Trails and Section 2 c. – Parks are amended to allow for a metropolitan district to design, construct, and maintain trails and parks less than ten (10) acres throughout the Property instead of a homeowner's association. The homeowner's association responsibilities have been transferred to the North Vista Metropolitan Districts 1-5.
6. Exhibit C-1, Section 2 b. – Parks is amended to allow for Developed Park Sites of 10 acres or more that are not accepted (or until they are accepted) by the City to be owned and maintained by the North Vista Metropolitan Districts 1-5.
7. Exhibit C-1, Section 5 – Construction of Offsite Sanitary Sewer is amended to reduce the number lots that can be developed and serviced by the existing City wastewater system to 300 lots instead of the 750 lots which is currently allowed in the current Restated Agreement. The 750 lots are more residential homes than the existing City wastewater system can support.
8. Exhibit C-1, Section 6 – Construction of Road Improvements.
The current Restated Annexation Agreement requires the Petitioner to design and construct the following off-site improvements:
 - a. Jerry Murphy Road from Vision Hills Parkway to Future Home of Heroes Parkway.
 - b. Home of Heroes Parkway west of their property including any utilities, acceleration and deceleration lanes, bridges and intersection improvements. This includes the Petitioner's acquisition of right-of-way for a bridge connecting

over Fountain Creek and the railroad to Dillon Drive following is issuance of the 850th residential building permit. In addition, a two-lane bridge structure is required to be constructed following the issuance of the 1,500th residential building permit. The estimated cost provided by the Petitioner's transportation engineers for the design and construction of this bridge is \$50 million dollars, which the Petitioner does not have the financial capacity to construct solely through the proceeds from this development.

The proposed amendment to the Restated Annexation Agreement limits the only off-site roadway improve that is designed and constructed by the Petitioner to the roadway improvements of Jerry Murphy Road from Vision Hills Parkway to Future Home of Heroes Parkway.

The Amended Restated Agreement includes a single Transportation Impact Fee (TIF) in the amount of \$6,500 for each dwelling unit that is collected at the issuance of a building permit. The TIF fee will be adjusted annually starting in the 2023 calendar year based on most recent Construction Cost Index published by the Colorado Department of Transportation. The 1st quarter 2022 cost index data will serve as the baseline for future TIF fee adjustments. Currently the Restated Annexation Agreement has two different impact fees (\$4,500 and \$1,000) in differing amounts (\$4,500 and \$1,000) that will be combined into one impact fee.

The amended agreement stipulates the TIF funds shall be used for the design and construction of roadway and bridge improvements including, but not limited to, roadway and bridge structure, paving, traffic signals, signal interconnect, conduit and flyer, deceleration/ acceleration lanes, curb and gutter, stormwater collection and detention facilities designed as part of a roadway project, median islands, transportation signage, sidewalks, ADA access ramps, bike and pedestrian trails constructed within a transportation project right-of-way.

TIF funds are not eligible to be expended or reimbursed for the installation of the public utility lines such as water, wastewater, electric, natural gas, television cable, or other electronic transmission lines, and other non-transportation improvement related expenses.

9. The Amended Restated Agreement is not changed pertaining to the Petitioner's requirement construct all road improvements within the Property as described in the PUD Development Plan.

FINANCIAL IMPLICATIONS:

The City will establish a single Transportation Impact Fee escrow account for the acceptance of impact fees in the amount of \$6,500 for each dwelling unit that is collected at the issuance of all residential dwelling unit building permits. These funds will be utilized, at the sole discretion of the City, for the design and construction of other off-site roadway and bridge improvements to serve the Property not otherwise identified as Petitioner's responsibility

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

A certified mailing has been delivered to all taxing entities as required by Colorado Revised Statutes including the notice of the hearing, annexation petition, annexation plat, and annexation impact report.

ALTERNATIVES:

If City Council does not approve this Resolution, the current annexation agreement will remain in effect. The current annexation agreement does not provide for the phasing and recuperation of public investment by the property owners in a manner that facilitates the development of the property.

RECOMMENDATION:

Approval of the Resolution.

Attachments: Proposed Resolution

Amended Restated Annexation Agreement



AMENDMENT TO RESTATED ANNEXATION AGREEMENT

Recitals

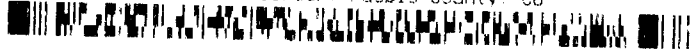
- A. Pursuant to Resolution of the Pueblo City Council as set forth in Ordinance No. 13916, a Restated Annexation Agreement dated March 12, 2018, and recorded with the Pueblo County Clerk and Recorder on March 29, 2018, at Reception No. 2100918 (“Annexation Agreement”) was entered into by and between the City of Pueblo, a municipal corporation, (the “City”), and BLH Properties, LLC, a Colorado limited liability company, Pete Urenda a/k/a Albert Pete Urenda, and Home Town Finance Co., a/k/a The Hometown Finance Co., a Colorado corporation, collectively referred to as “Petitioners” as owners of the real property described on Ex. A (“Property”) of the Annexation Agreement.
- B. Pueblo Heights LLC, a Colorado limited liability company (“Pueblo Heights”) consented to and approved the Annexation Agreement and is the successor-in-title to Petitioners’ interest in the Property which remains subject to the Annexation Agreement.
- C. In accordance with Article VIII, of the Annexation Agreement, the City and Pueblo Heights desire to enter into an amendment to the Annexation Agreement pursuant to the terms and conditions outlined herein (“Amendment”).

Amendment

NOW THEREFORE, the City and Pueblo Heights agree that the Annexation Agreement is amended as follows:

1. **Article II, Section 1 regarding the Development Plan is deleted in its entirety and replaced as follows:**

1) Development Plan. The Development Plan shall be prepared in accordance with the requirements of Sections 12-4-5(a)(2) and 12-4-6(a) of the Pueblo Municipal Code. A development plan establishing the anticipated phasing of the development of the Property shall be prepared as part of the Development Plan. Without the requirement of the construction and/or development of off-site sanitary sewer mains, the Petitioner shall be entitled to develop on the Property three hundred (300) lots within the areas crosshatched on Exhibit D-1 attached hereto and made a part hereof to be within the presently developed Wastewater Service Area on the Property, said Lots to be replatted in accordance with Section 12 of the Pueblo Municipal Code. Petitioner will not be required to construct any off-site sanitary sewer and/or water distribution mains with regard to said Property, nor will it be required to construct any off-site roadways leading to said development property, except as otherwise defined and described in Exhibit C.



2. **Article II, Section 4 regarding the Transportation Plan is deleted in its entirety and replaced as follows:**

4) Transportation Plan. The Transportation Plan shall be prepared in accordance with the criteria and general outline specified by the City Traffic Engineer and shall be supported by studies and reports prepared by Professional Engineers competent in the field of transportation and registered in the State of Colorado. Associated impacts on City's existing and proposed traffic and roadway systems shall be identified in the Transportation Plan and studies, and those impacts which are reasonably attributable to the development of the Property as determined by the City, in its sole discretion, shall be mitigated through traffic improvements constructed and installed by and at the expense of the Petitioner and/or the City funded by one or more traffic impact fees (such as, but not limited to, traffic signals, signal interconnect, conduit and flyer, deceleration/ acceleration lanes, and median islands). The Transportation Plan shall include a phasing plan or schedule of such traffic improvements. If street improvements through the Property are required to be constructed, the Petitioner will pay the entire cost of such improvements and thereafter be eligible for such cost recovery as may be provided under section 12-4-12 of the Pueblo Municipal Code or as same may hereafter be amended, but shall not be eligible for any cost recovery from the City.

3. **Article IV, regarding Public Facilities is deleted in its entirety and replaced as follows:**

IV. PUBLIC FACILITIES

The Petitioner shall dedicate land and right-of-way for public uses and facilities necessary to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trails, travel systems and parks. The Petitioner at their expense shall construct and install all on-site improvements, that are necessary to serve the Property or required as a result of the development of the property as determined by the City, in its sole discretion, including, but not limited to, streets, bridges, street lights, curbs and gutters, sidewalks, trails, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities. Petitioner at their expense shall only be required to construct and install certain off-site improvements specifically identified in this Agreement. All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements.



4. Article XV, Section 1 (b) regarding the address for Notice to Petitioners is deleted in its entirety and replaced as follows:

(b) if to Petitioner: Pueblo Heights LLC
3819 Broadview Place
Castle Rock, CO 80109

5. Exhibit C-1, Section 1 is deleted in its entirety and replaced as follows:

1. Trails. The Petitioner shall design and construct, and cause to be maintained, by themselves or by means of a metropolitan district, trails throughout the Property connecting, in accordance with an approved final subdivision plat, to existing trails within the City of Pueblo, as described in the PUD Development Plan. Trails shall be located in general in accordance with the PUD Development Plan, provided that the final location and alignment within a subdivision shall be determined at the time of subdivision review.

6. Exhibit C-1, Section 2(b) is deleted in its entirety and replaced as follows:

b. Developed Park Sites of ten (10) acres or more shall be conveyed by the Petitioner to the City by warranty deed, if the City, in the exercise of its sole discretion, determines that it will accept such Developed Park Site for maintenance and ownership prior to the recording of any final subdivision plat for a development area or portion thereof which contains such Developed Park Site. If the City determines not to accept such Developed Park Site, as provided herein, then such Developed Park Site shall be owned and maintained by the Petitioner or a metropolitan district.

7. Exhibit C-1, Section 2(c) is deleted in its entirety and replaced as follows:

c. The Developed Park Sites that are less than ten (10) acres shall be owned and maintained by the Petitioner or a metropolitan district.

8. Exhibit C-1, Section 5 is deleted in its entirety and replaced as follows:

5. Construction of Offsite Sanitary Sewer. The Petitioner shall design and construct, at no cost to the City, within one hundred eighty (180) days after the Three Hundredth (300th) building permit is issued to construct any dwelling unit on the Property, an eighteen inch (18") sanitary sewer main and all related facilities in Jerry Murphy Road from Candytuft Boulevard to the south boundary of the Property. Petitioner must complete construction of the sanitary sewer improvements according to design and construction standards required by the City and the approved Sanitary Master Plan. Petitioner may apply for cost recovery for the off-site sanitary sewer improvements described above, pursuant to Section 16-5-5 of the Pueblo Municipal Code.



9. **Exhibit C-1, Section 6 is deleted in its entirety and replaced as follows:**

6. Construction of Road Improvements.

a. Transportation Impact Fee to City for Design and Construction of Off-Site Roadway and Bridge Improvements

- (1) Petitioner and any subsequent owner of all or any part of the Property shall, as a condition of the issuance of a building permit for the construction of any one or more dwelling units within the Property, pay a Transportation Impact Fee of Six Thousand Five Hundred Dollars (\$6,500.00) for each dwelling unit to be constructed within the Property ("TIF"). Beginning with the 2023 calendar year, the TIF amount shall be adjusted annually based on the most recent Construction Cost Index published by the Colorado Department of Transportation. The 1st quarter 2022 cost index data will serve as the baseline for future TIF fee adjustments. The TIF shall be paid to the City at the time a building permit is issued for each dwelling unit and shall be deposited in an interest-bearing account identified as the "North Vista Transportation Improvement Account."

Petitioner, for itself and its successors and assigns, including all subsequent owners of land within the Property, stipulate and agree that there is an essential nexus between the TIF and the City's legitimate interest in providing for the off-site roadway improvements and that the TIF is roughly proportional both in nature and extent to the impact of the proposed development of the Property.

- (2) TIF funds shall be used for the design and construction of roadway and bridge improvements including, but not limited to, roadway and bridge structure, paving, traffic signals, signal interconnect, conduit and flyer, deceleration/ acceleration lanes, curb and gutter, stormwater collection and detention facilities designed as part of a roadway project, median islands, transportation signage, sidewalks, ADA access ramps, bike and pedestrian trails constructed within a transportation project right-of-way.

TIF funds are not eligible to be expended or reimbursed for the installation of the public utility lines such as water, wastewater, electric, natural gas, television cable, or other electronic transmission lines, and other non-transportation improvement related expenses.

b. Petitioner Roadway Construction of Jerry Murphy Road from Vision Hills Parkway to Future Home of Heroes Parkway completed by Petitioner



- (1) Within one hundred eighty (180) days after the seven hundred fifty-first (751st) building permit is issued to construct any dwelling unit on the Property, Petitioner shall be responsible to design and construct that portion of Jerry Murphy Road between the intersection of Vision Hills Parkway and Future Home of Heroes Parkway at no cost to the City, as a four lane, median divided, principal arterial roadway section, including acceleration and deceleration lanes, as shown on Exhibit C-2. The alignment, design, and construction plan for the roadway improvements shall be approved in the sole discretion of the Director of Public Works. If any portion of the improvements required in this subparagraph are tributary to the drainage channel located approximately five hundred (500) feet south of the south boundary line of the Property (the "Box Culvert"), Petitioner shall be responsible to increase the size and capacity of the Box Culvert as determined by the final storm drainage study and then prepared at Petitioner's cost in accordance with the Storm Drainage Design Criteria and Drainage Policies for the City, published June 9, 1997, or as same may later be amended ("MANUAL") and be certified by a Professional Engineer competent in the field of surface water drainage engineering and registered in the State of Colorado.
- (2) If the roadway construction of Jerry Murphy Road from Vision Hills Parkway to Future Home of Heroes Parkway is not completed within the 180-day period, no additional building permits will be approved.
- (3) The design and construction of Jerry Murphy Road identified in this Section does not qualify to be paid for or reimbursed from the TIF funds.
- (4) The City will utilize the TIF funds, at its sole discretion, for the design and construction of other off-site roadway and bridge improvements to serve the Property not otherwise identified as Petitioner's responsibility under this subparagraph b.

c. Petitioner Construction of Roadway Improvements Within Property. Petitioner shall construct all road improvements within the Property as described in the PUD Development Plan.

10. **No Other Amendments.** Except as modified by this Amendment, the Restated Annexation Agreement, remains in full force and effect.
11. **Effective Date.** This Amendment will become effective upon execution of both parties and recording with the Pueblo County Clerk and Recorder.

[SIGNATURES BEGIN ON SUBSEQUENT PAGE]

THE CITY OF PUEBLO,
a colorado municipal corporation

2250175 10/28/2021 03:37:27 PM
Page: 6 of 7 R 43.00 D 0.00 T 43.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co

By: Nicholas A. Gradisar
Mayor, Nicholas A. Gradisar

Date: October 27, 2021

Attest: Marisa Stoller
City Clerk, Marisa Stoller



APPROVED AS TO FORM:

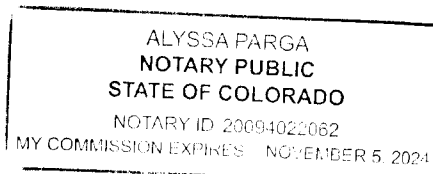
Daniel C. Kogorssek
City Attorney/Asst. City Attorney

State of Colorado)
) ss:
County of Pueblo)

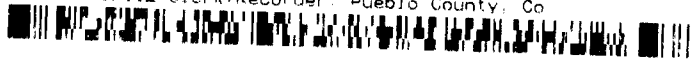
I attest that the foregoing instrument was acknowledged before me this 27 day of October, 2021, by Nicholas Gradisar as Mayor for the City of Pueblo.

Witness my hand and official seal.

Alyssa Parga
City Clerk, Notary Public



My commission expires November 5, 2024



PUEBLO HEIGHTS LLC,
a Colorado limited liability company, by
Jevin Investments, Inc., its manager

By: David Resnick

Date: 10/15/2021

Title: President

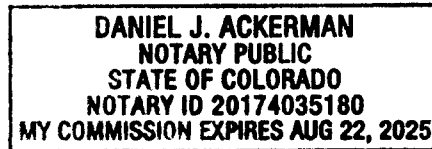
State of Colorado)
) ss.
County of PUEBLO)

The foregoing instrument was acknowledged before me this 15th day of OCTOBER, 2021 by
David Resnick, President of Jevin Investments, Inc., as Manager of Pueblo Heights LLC.

Witness my hand and official seal.

Daniel J. Ackerman
Notary Public

My commission expires AUGUST 22, 2025



RESOLUTION NO. 13916

A RESOLUTION APPROVING A RESTATED ANNEXATION AGREEMENT FOR THE AREA COMMONLY KNOWN AS THE NORTH VISTA ANNEXATION DESCRIBED AS LAND NORTH OF VISION HILLS PARKWAY AND WEST OF TROY AVENUE, AS APPROVED BY ORDINANCE NO. 7996

WHEREAS, BLH Properties, LLC, a Colorado Limited Liability Company, Pete Urenda a/k/a Albert Pete Urenda and Home Town Finance Co., a/k/a The Hometown Finance Co., a Colorado Corporation (herein collectively the "Petitioner") are the owners of property that was annexed into the City of Pueblo commonly known as the North Vista Annexation, Case No. A-07-04 and described as land north of Vision Hills Parkway and west of Troy Avenue as approved in Ordinance No. 7996 and are subject to the certain terms and conditions contained within the North Vista Annexation Agreement, Case No. A-07-04, desires to amend the existing Annexation Agreement through a new Restated Annexation Agreement.

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

SECTION 1.

The Restated Annexation Agreement, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The President of the City Council is hereby authorized to execute said Agreement on behalf of Pueblo, a Municipal Corporation, and the Acting City Clerk shall affix the seal of the City thereto and attest to the same.

SECTION 3.

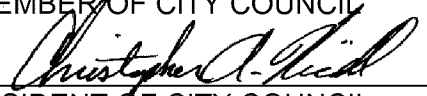
The officers and staff of the City are authorized and directed to perform any and all acts consistent with the intent of this Resolution and the attached Agreement to implement the transactions described there.

SECTION 4.

This Resolution shall become effective immediately upon Petitioner executing an agreement approving the amendment to the Annexation Agreement set forth in Section 1 and ratifying and confirming the Annexation Agreement which will thereafter be recorded by the City Clerk in the records of the Pueblo County Clerk and Recorder.

INTRODUCED March 12, 2018

BY: Ed Brown
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Brenda Armijo
ACTING CITY CLERK



RESTATED ANNEXATION AGREEMENT

This Restated Annexation Agreement entered into as of MARCH 12, 2018, by and between the City of Pueblo, a Municipal Corporation, (the "City") and BLH Properties, LLC, a Colorado Limited Liability Company, Pete Urenda a/k/a Albert Pete Urenda and Home Town Finance Co., a/k/a The Hometown Finance Co., a Colorado corporation (the "Petitioners"), WITNESSETH

WHEREAS, the term "Property" as used herein means and include the real property described in Exhibit A to the Annexation Agreement dated April 13, 2009; and,

WHEREAS, Petitioner represents and warrants that they are the owners of the Property in fee simple and are the successors in interest of the BLH Properties, LLC, a Colorado Limited Liability Company, Pete Urenda a/k/a Albert Pete Urenda and Home Town Finance Company a/k/a Hometown Finance Co., a Colorado Corporation as owners of the Property; and,

WHEREAS, the Property was previously annexed into the City in accordance with Ordinance No. 7996 titled "AN ORDINANCE ANNEXING THE AREA COMMONLY KNOWN AS THE NORTH VISTA ANNEXATION AND DESCRIBED AS LAND NORTH OF 47TH STREET AND WEST OF TROY AVENUE AND APPROVING AN ANNEXATION AGREEMENT RELATING THERETO" (the "Annexation Ordinance"). Attached to the Annexation Ordinance there is an Annexation Agreement dated April 13, 2009 ("Annexation Agreement"). The Annexation Ordinance was recorded with the Clerk and Recorder of Pueblo County, Colorado, on April 24, 2009, at Reception No. 1803116, and the Annexation Agreement was recorded with the Clerk and Recorder of Pueblo County, Colorado, on April 24, 2009, at Reception No. 1803118; and,

WHEREAS, Petitioners have contracted to sell the Property to Pueblo Heights LLC, a Colorado Limited Liability Company ("Pueblo Heights"); and,

WHEREAS, to complete the Property acquisition by Pueblo Heights, the Petitioner desires to amend the Annexation Agreement to provide for certain changes to the Development Plan ("Development Plan") as included Section II of the Annexation Agreement titled "Master Development Plan" and to Exhibit C-1 to the Annexation Agreement ("Exhibit C-1").

WHEREAS, the City desires to restate the Annexation Agreement setting forth certain new and modified terms and conditions.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions set forth herein, the City and Petitioners agree follows:

I. REPRESENTATIONS AND WARRANTIES OF PETITIONERS

Petitioners hereby represent and warrant to, and covenant with, the City as follows:

1) Petitioner BLH Properties, LLC, is a Colorado Limited Liability Company duly organized and validly existing under the laws of the State of Colorado.

2) Petitioner Pete Urenda a/k/a Albert Pete Urenda is an individual resident of the State of Colorado.

3) Petitioner Home Town Finance Co., a/k/a The Home Town Finance Co., is a corporation duly organized and validly existing under the laws of the State of Colorado.

4) Petitioners have good and marketable fee simple title to the Property subject only to permitted encumbrances attached hereto as Exhibits "B-1" and "B-2".

5) Petitioners are authorized to take all actions required to execute, deliver and perform its obligations under this Restated Annexation Agreement, and carry out and consummate all of its transactions contemplated by this Restated Annexation Agreement.

6) This Annexation Agreement when executed and delivered constitutes a valid and legally binding obligation of the Petitioners enforceable against Petitioners according to its terms.

7) Neither the execution and delivery of this Annexation Agreement nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions or any restriction or any agreement or instrument to which the Petitioners are bound, or constitutes a default under any of the foregoing.

8) There is no litigation pending, or to the knowledge of Petitioners threatened, against the Petitioners or any person making the right of the Petitioners to execute this Annexation Agreement or to comply with the provisions hereof.

9) The representations and warranties of Petitioners contained herein will be true and correct in all material respects as of the date of recording of the Restated Annexation Agreement.

II. MASTER DEVELOPMENT PLAN

Petitioners have prepared and submitted a Master Development Plan for the Property contemporaneously with Petitioners' Planned Unit Development (PUD) as provided in Article III hereof.

1) Development Plan. The Development Plan shall be prepared in accordance with the requirements of Sections 12-4-5(a)(2) and 12-4-6(a) of the Pueblo Municipal Code. A development plan establishing the anticipated phasing of the development of the Property shall be prepared as part of the Development Plan.

Without the requirement of the construction and/or development of off-site sanitary sewer mains, the Petitioners shall be entitled to develop on the Property seven hundred fifty (750) lots within the areas crosshatched on Exhibit D-1 attached hereto and made a part hereof to be within the presently-developed Waste Water Service Area on the Property, said Lots to be replatted in accordance with Section 12 of the Pueblo Municipal Code. Petitioners will not be required to construct any off-site sanitary sewer and/or water distribution mains with regard to said Property, nor will it be required to construct any off-site roadways leading to said development property, except as otherwise defined and described in Exhibit C.

2100918 03/29/2018 03:40:43 PM
Page: 2 of 25 R 133.00 D 0.00 T 133.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co

2) Drainage Plan. The Drainage Plan shall be prepared in accordance with the Storm Drainage Design Criteria and Drainage Policies for the City of Pueblo, Colorado, published June 9, 1997, or as same may hereafter be amended (MANUAL) and be certified by a Professional Engineer competent in the field of surface water drainage engineering and registered in the State of Colorado. Stormwater flows from subdivisions within the Property must be detained and/or retained as determined by the Director of Public Works. The Petitioners shall construct, at their sole expense, such detention and retention facilities, along with the complete stormwater conveyance system (collectively the "Drainage Facilities") in full compliance with the MANUAL and the City's Standard Construction Specifications and Standard Details, published March 28, 2005, or as either may be hereafter amended and as shown on the construction plans approved by the Director of Public Works. The Petitioners, at their sole expense, shall be responsible for the acquisition and dedication of all on-site and off-site easements to facilitate the installation of the Drainage Facilities on and off the Property and to provide conveyance for site stormwater run-off to downstream receiving waters.

The Drainage Plan shall address surface water drainage within the Property, upstream drainage tributary to the Property, as well as effects of the development of the Property upon downstream properties and drainage facilities. Negative impacts on the surrounding properties, as determined by the City's Director of Public Works, which are reasonably attributable to the development shall be mitigated through stormwater drainage improvements installed by and at the expense of the Petitioners. Additionally, if off-site downstream storm drainage facilities are determined to be inadequate, supplemental detention and retention facilities must be constructed by the Petitioners. The Drainage Plan shall include a phasing plan or schedule addressing proposed drainage improvements for the Property.

Stormwater releases, water quality management, and erosion control measures shall be incorporated into the Drainage Plan to meet current and future NPDES requirements.

The Petitioners must reduce peak flows and run-off volumes from the Property, to the maximum extent practicable, to levels that existed prior to any development within the Property, or to levels that are capable of being handled by the downstream drainage facilities, whichever is less, as determined by the Director of Public Works.

Prior to the approval of any subdivision of land within the Property, a subdivision drainage report must be submitted to the City's Director of Public Works for approval.

3) Sanitary Sewer Plan. The Sanitary Sewer Plan shall be prepared in accordance with the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published May 12, 1999, or as same may hereafter be amended, and be certified by Professional Engineers competent in the field of sanitary sewer engineering and registered in the State of Colorado. The Sanitary Sewer Plan shall address the needs of the entire gravity-fed sanitary sewer drainage basin of which the property is a part. The sewer drainage basin shall be approved by the Director of Public Works. Associated impacts on City's existing non-backbone system (less than 15-inch diameter) and proposed sanitary sewer system shall be identified in the Sanitary Sewer Plan, and those impacts which are reasonably attributable to the development of the Property as determined by the City, in its sole discretion, shall be mitigated through the installation of sanitary sewer improvements installed by and at the expense of the Petitioners. The Sanitary Sewer Plan shall include a phasing plan or schedule for such sanitary sewer improvements.

2100918 03/29/2018 03:40:43 PM
Page: 3 of 25 R 133.00 D 0.00 T 133.00
Gilbert Ortiz Clerk/Recorder Pueblo County, Co

If sanitary sewers within the Property are oversized to serve future development outside the Property but within the sewer drainage basin, an Agreement to partially recover costs of constructing oversized or off-site sewer collection system improvements ("Agreement") will be entered into between the Petitioners and the City in accordance with Chapter 5, Title XVI of the Pueblo Municipal Code or as same may hereafter be amended.

If sanitary sewers are constructed downstream from the Property which will serve future development outside the Property but within the sewer drainage basin, the Agreement may include provisions allowing the Petitioners to be reimbursed in accordance with said Chapter 5 of the City's ordinances.

The Agreement will comply with the City's then existing applicable ordinances but shall not require any cost recovery from the City except to the extent that funds therefore are made available by Resolution of the City Council pursuant to Section 16-11-4 of the Pueblo Municipal Code or as same may hereafter be amended for oversizing the sanitary sewer system within the Property.

4) Transportation Plan. The Transportation Plan shall be prepared in accordance with the criteria and general outline specified by the City Traffic Engineer and shall be supported by studies and reports prepared by Professional Engineers competent in the field of transportation and registered in the State of Colorado. Associated impacts on City's existing and proposed traffic and roadway systems shall be identified in the Transportation Plan and studies, and those impacts which are reasonably attributable to the development of the Property as determined by the City, in its sole discretion, shall be mitigated through traffic improvements constructed and installed by and at the expense of the Petitioners (such as, but not limited to, traffic signals, signal interconnect, conduit and flyer, deceleration/acceleration lanes, and median islands). The Transportation Plan shall include a phasing plan or schedule of such traffic improvements. If street improvements through or adjacent to property outside the Property are required to be constructed, the Petitioners will pay the entire cost of such improvements and thereafter be eligible for such cost recovery as may be provided under section 12-4-12 of the Pueblo Municipal Code or as same may hereafter be amended, but shall not be eligible for any cost recovery from the City.

5) Environmental Studies. In addition to the requirements of Section 12-4-6(b)(3) of the Pueblo Municipal Code, if the Property includes any land that is adjacent to or has previously been used for solid waste disposal by land filling, the Petitioners at their expense, shall provide the City with a Phase I environmental study of the Property and a further in-depth study of any potential methane gas presence on, or migration from or to the property. Such studies shall be performed by Professional Engineers competent in environmental engineering. The boundaries of the landfill area shall be identified on the Master Development Plan and shall be tested for the presence of methane gas in accordance with procedures approved by the appropriate State agencies and the results summarized as a comparison to State and Federal regulatory limits of the landfill area and at the exterior boundary of the landfill area.

Petitioners may submit the Master Development Plan to the Planning and Commission for Approval any time after the City Council has found the Petition for Annexation of the Property to be valid in accordance with the provisions of Section 31-12-107, C.R.S.; provided however, that the proposed Master Development Plan shall not be approved prior to the time the ordinance annexing the Property is approved on final presentation. The City may refuse to

2100918 03/29/2018 03:40:43 PM
Page: 4 of 25 R 133.00 D 0.00 T 133.00
Gilbert Ortiz Clerk/Recorder Pueblo County, Co

approve any building or occupancy portion or all of the Property until after a Master Development Plan is approved.

III. ZONING AND SUBDIVISION

(1) The Property shall be zoned as Planned Unit Development (PUD) which constitutes the land use classification most nearly corresponding to the land use classification into which the Property has been classified or will in the reasonable future be classified under the Pueblo Regional Comprehensive Development Plan. Petitioners further consent and agree that the annexation of the Property is contingent on City's approval of a final ordinance zoning the Property PUD and approving a PUD Development Plan therefore (the "Zoning Ordinance") contemporaneously with the approval of an ordinance annexing the Property to the City (the "Annexation Ordinance")

(2) After the Property is zoned PUD, or contemporaneously with the filing of the PUD Zoning Application, Petitioner shall submit to the Planning and Zoning Commission for approval a PUD Site Plan for all or a portion of the Property in conformity with the provisions and requirements of Section 17-8-7 of the Pueblo Municipal Code.

(3) No application for subdivision of all or any portion of the Property shall be submitted or considered by the City until after the Planning and Zoning Commission approves the PUD Site Plan for the portion of the Property sought to be subdivided. No building permit or occupancy permit shall be approved for any portion of the Property unless located within an approved subdivision for which a PUD Site Plan has been approved by the Planning and Zoning Commission.

IV. PUBLIC FACILITIES

The Petitioners shall dedicate land and right-of-way for public uses and facilities necessary to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trails, travel systems and parks. The Petitioners at their expense shall construct and install all on-site improvements, and all off-site improvements as set forth in this Agreement (as well as those where an essential nexus exists between the off-site improvement and a legitimate government interest, and the cost of the improvement is roughly proportionate both in nature and extent to the impact of the proposed development of the Property), that are necessary to serve the Property or required as a result of the development of the property as determined by the City, in its sole discretion, including, but not limited to, streets, street lights, curbs and gutters, sidewalks, trails, bridges, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities. All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements.

V. UTILITIES

The Petitioners shall comply with all applicable City of Pueblo (sanitary and storm sewers), Xcel (natural gas), Black Hills (electric), Comcast (cablevision), Pueblo Board of Water Works (water), and Qwest (telephone/data transmission) requirements for the installation of mains, lines, stations, and any other pertinent utility facilities in effect at the time of such installation.

2100918 03/29/2018 03:40:43 PM
Page: 5 of 25 R 133.00 D 0.00 T 133.00
Gilbert Ortiz Clerk/Recorder Pueblo County, Co

VI. COMPLIANCE WITH ORDINANCES

The development, subdivision and zoning of the Property shall meet and comply with all applicable ordinances, resolutions, regulations, and standards of the City now existing or hereafter enacted or amended.

VII. BINDING EFFECT

The covenants, restrictions, and agreements herein set forth are covenants running with the Property, shall run with and bind the Property, and shall extend to and be binding upon the Petitioners and their legal representatives, successors, assigns and transferees. The Petitioners expressly accept and agree to the covenants, restrictions and agreements set forth herein by execution of this Annexation Agreement and by the filing of their petition for annexation. If Petitioners default in any of their obligations under this Annexation Agreement, including, without limitation, land dedication obligations, City, upon notice given to Petitioners specifying the default, may withhold all subdivision, special area plan, and other development approvals as well as building and occupancy permits for any building or structure within the Property until such default has been corrected to the satisfaction of the City.

VIII. AMENDMENTS

Amendments to this Annexation Agreement may only be made through formal petition to and approval by Resolution of the City Council after such amendment has been submitted to and reviewed by the appropriate City Departments and such departments have submitted their findings and recommendations to the City Council. All amendments to the Master Development Plan must be approved by the Planning and Zoning Commission after review and recommendation by the appropriate City Departments.

IX. SEVERABILITY

If any section, clause, or other provision of this Annexation Agreement is for any reason determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect any of the remaining portions of this Annexation Agreement.

X. VESTED RIGHTS

As a condition of any consideration of the City annexing the Property, the Petitioners, for themselves and their successors and assigns waive and release all previously acquired or existing vested property rights attached to or established with respect to the Property.

The Petitioners acknowledge and agree that neither this Annexation Agreement nor any provision hereof, nor the annexation of the Property to the City, nor the approval of the Master Development Plan, zoning for subdivision, either separately or jointly: (a) creates or establishes as a property right in or for the benefit of the Petitioners or their successors or assigns, or with respect to the Property; or (b) constitutes a site-specific development plan. The terms “vested property right” and “site-specific development plan” shall have the same meanings as set forth in Section 17-12-2 of the Pueblo Municipal Code and Section 24-68-101, et seq., C.R.S.

2100918 03/29/2018 03:40:43 PM
Page: 6 of 25 R 133.00 D 0.00 T 133.00
Gilbert Ortiz Clerk/Recorder Pueblo County, Co

XI. BUILDING PERMITS

No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Authority to occupy, construct or install any building, structure or other improvement on the Property except within a subdivision approved by the City after adoption of the ordinance annexing the Property which meets and complies with this Annexation Agreement and City's ordinances, standards, and regulations.

XII. DISCONNECTION

1) Disconnection by Petitioners. Petitioners acknowledge and agree that upon annexation of the Property, the Property shall become subject to this Annexation Agreement, the Charter, ordinances and rules and regulations of the City, but that City shall not have any obligation to furnish or extend the useful services to the property. Petitioners may, three (3) or more years after annexation, petition under Section 31-12-119, C.R.S., for disconnection from the City if the City does not, upon demand, provide the same municipal services to the Property on the same general terms and conditions as the rest of the City receives.

2) Disconnection by City. If, for any reason, the Master Development Plan is not approved and adopted by the Planning and Zoning Commission within ten (10) years from the date of this Annexation Agreement, proceedings may be instituted by the City to disconnect the Property from the City, and for such purpose, the Petitioners irrevocably consent to such disconnection proceedings and waive any and all rights to contest such disconnection.

XIII. CONTRACTUAL NATURE OF ANNEXATION AGREEMENT

The terms, conditions and obligations of this Annexation Agreement are and shall be construed to be purely contractual in nature, as terms, conditions and obligations voluntarily agreed to by the City and Petitioners prior to Annexation of the Property to the City. The terms, conditions and obligations imposed on Petitioners and the Property by this Annexation Agreement are not nor shall they individually or cumulatively be construed to be conditions upon granting land-use approvals within the meaning of sections 29-20-201 to 29-20-204, C.R.S.

XIV. SPECIAL IMPROVEMENTS, DEDICATIONS AND SYSTEM DEVELOPMENT FEES

In addition to the on-site and off-site improvements and land dedications required to be made by the provisions of this Annexation Agreement, Petitioners will construct and install improvements, dedicate the land, and pay or cause to be paid the system development fees described in Exhibit "C-1" attached hereto and incorporated herein. The improvements, dedication, and system development fees described as Exhibit "C-1" are in addition to and not in substitution for any improvements or dedications otherwise required by this Annexation Agreement.

XV. MISCELLANEOUS

1) Notice. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered, or mailed by registered or certified mail postage prepaid, addressed as follows:

2100918 03/29/2018 03:40:43 PM
Page: 7 of 25 R 133.00 D 0.00 T 133.00
Gilbert Ortiz Clerk/Recorder Pueblo County, Co

(a) if to the City: Department of Public Works – City of Pueblo
211 East “D” Street, Pueblo, Colorado
Attention: Director of Public Works

(b) if to the Petitioners: Home Town Finance Co.
Attention: Mr. Jack Hunter
8511 Pine Drive
Beulah, CO 81023

BLH Properties, LLC
c/o Betty Lou Harvey
4909 N Interstate 25
Pueblo, CO 81008

Pete Urenda
15854 East 10th Place
Aurora, CO 80111

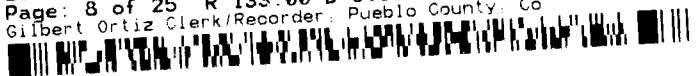
or to such other address as either party by written notice given hereunder may designate.

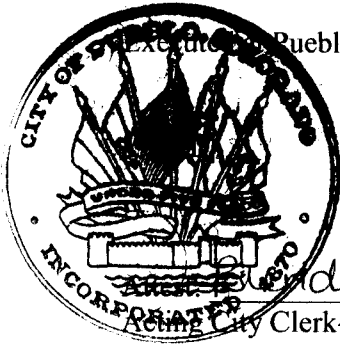
2) Governing Law. This Annexation Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to conflict of law principles.

3) No Third-Party Beneficiaries. Nothing in this Annexation Agreement expressed or implied is intended to or shall be construed to confer upon, or to give to, any person other than the City and the Petitioners any right, remedy or claim under or by reason of this Annexation Agreement or any covenant, condition or stipulation hereof; and all the covenants, agreements and stipulations in this Annexation Agreement contained by and on behalf of the City or the Petitioners shall be for the exclusive benefit of the City and the Petitioners.

4) Singular, Plural. Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural. Words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting the other gender, if applicable.

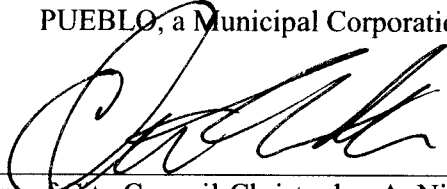
5) Entire Agreement. All prior discussions, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter of this Annexation Agreement are merged in this Annexation Agreement, which constitutes the entire agreement between the parties.

2100918 03/29/2018 03:40:43 PM
Page: 8 of 25 R 133.00 D 0.00 T 133.00
Gilbert Ortiz Clerk/Recorder: Pueblo County, Co


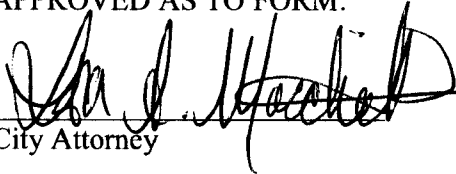


Pueblo, Colorado as of the day and year first above written.

PUEBLO, a Municipal Corporation

By 
President of City Council-Christopher A. Nicoll

APPROVED AS TO FORM:


Asst. City Attorney

PETITIONERS:

BLH Properties, LLC, a Colorado
limited liability company

By Betty Lou Harvey manager
(Name) ((Title))

Pete Urenda a/k/a Albert Pete Urenda

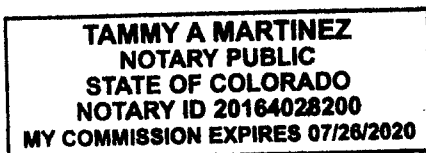
Home Town Finance

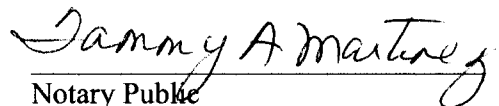
By Jack Hunter, President

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this 12th day of March, 2018, by Christopher A. Nicoll as President of City Council and Brenda Armijo as City Clerk of Pueblo, a Municipal Corporation. Witness my hand and official seal. My commission expires: July 26, 2020.

[SEAL]



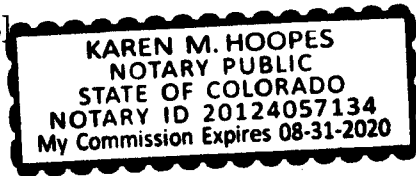

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)



The foregoing instrument was acknowledged before me this 8th day of March, 2018, by Betty Lou Harvey as Manager of BLH Properties, LLC, a Colorado Limited Liability Company. Witness my hand and official seal. My commission expires: 8/31/20.

[SEAL]



Karen M. Hoopes
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Pete Urenda a/k/a Albert Pete Urenda. Witness my hand and official seal. My commission expires: _____.

[SEAL]

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Jack Hunter as President of Home Town Finance. Witness my hand and official seal. My commission expires: _____.

[SEAL]

Notary Public

Executed at Pueblo, Colorado as of the day and year first above written.

PUEBLO, a Municipal Corporation

[SEAL]

Attest: _____
Acting City Clerk-Brenda Armijo

By _____
President of City Council-Christopher A. Nicoll

APPROVED AS TO FORM:

City Attorney

PETITIONERS:

BLH Properties, LLC, a Colorado
limited liability company

By _____,
(Name) ((Title)


Pete Urenda a/k/a Albert Pete
Urenda

Home Town Finance

By Jack Hunter, President

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as President of City Council and _____ as City Clerk of Pueblo, a Municipal Corporation. Witness my hand and official seal. My commission expires: _____.

[SEAL]

Notary Public

2100918 03/29/2018 03:40:43 PM T 133.00
Page: 11 of 25 R 133.00 D 0 00
Gilbert Ortiz Clerk/Recorder Pueblo County, Co

Notary Public

The foregoing instrument was acknowledged before me this 6 day of March, 2018, by Pete Urenda a/k/a Albert Pete Urenda. Witness my hand and official seal. My commission expires: 6/7/2021.

Notary Public

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Jack Hunter as President of Home Town Finance. Witness my hand and official seal. My commission expires:_____.

Notary Public

Executed at Pueblo, Colorado as of the day and year first above written.

PUEBLO, a Municipal Corporation

[SEAL]

Attest: _____
Acting City Clerk-Brenda Armijo

By _____
President of City Council-Christopher A. Nicoll

APPROVED AS TO FORM:

City Attorney

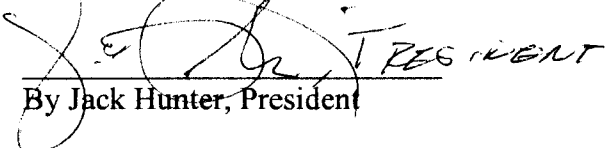
PETITIONERS:

BLH Properties, LLC, a Colorado
limited liability company

By _____,
(Name) ((Title)

Pete Urenda a/k/a Albert Pete
Urenda

Home Town Finance


By Jack Hunter, President

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as President of City Council and _____ as City Clerk of Pueblo, a Municipal Corporation. Witness my hand and official seal. My commission expires: _____.

[SEAL]

Notary Public

2100918 03/29/2018 03:40:43 PM
Page: 13 of 25 R 133.00 D 0.00 T 133.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)



The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as _____ of BLH Properties, LLC, a Colorado Limited Liability Company. Witness my hand and official seal. My commission expires: _____.

[SEAL]

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Pete Urenda a/k/a Albert Pete Urenda. Witness my hand and official seal. My commission expires: _____.

[SEAL]

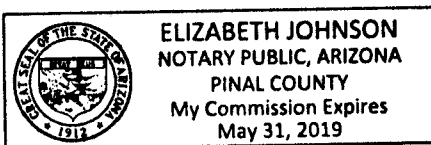
Notary Public

STATE OF COLORADO) ARIZONA
) ss.
COUNTY OF PUEBLO) PINAL

The foregoing instrument was acknowledged before me this 7th day of MARCH, 2018, by Jack Hunter as President of Home Town Finance. Witness my hand and official seal. My commission expires: May 31, 2019

[SEAL]

Elizabeth Johnson
Notary Public





CONSENT AND APPROVAL

Pueblo Heights LLC, a Colorado Limited Liability Company ("Pueblo Heights") consents to and approves the foregoing Annexation Agreement. Pueblo Heights agrees that if title to the Property therein described is acquired by Pueblo Heights from or through the Petitioners, the Annexation Agreement and all its provisions shall become binding upon Pueblo Heights and its right, title and interest in and to the Property, and shall be enforceable by and against Pueblo Heights, to the same extent and effect as if Pueblo Heights was the original Petitioner.

Executed at Boulder, Colorado March 05, 2018.

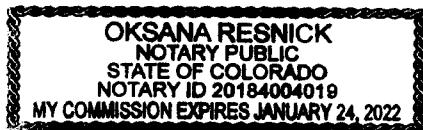
Pueblo Heights, a Colorado Limited Liability Company

By [Signature]
Name: David Resnick
Title: Manager

STATE OF Colorado
COUNTY OF Boulder) ss.

The foregoing instrument was acknowledged before me this 5th day of March, 2018, by David Resnick as Manager of Pueblo Heights, a Colorado Limited Liability Company.

[SEAL]



[Signature]
Notary Public

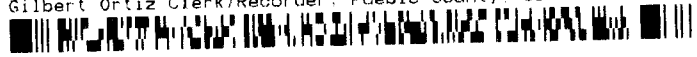


EXHIBIT "A"

**NORTH VISTA
LAND DESCRIPTION**

1. AREA TO BE ANNEXED

All of Fountain Lake Subdivision. Pueblo Col.

AND

Section 5: SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, W $\frac{1}{2}$ of the SE $\frac{1}{4}$, NW $\frac{1}{4}$ of the SW $\frac{1}{4}$

Section 6: NE $\frac{1}{4}$ of the SE $\frac{1}{4}$

Section 7: NW $\frac{1}{4}$

Section 8: NE $\frac{1}{4}$ all being in Township 20 South, Range 64 West of the 6th P.M.

Total Annexation boundary 1188.46 acres, more or less

EXCEPTING THEREFROM:

All of Lots 23 to 27 both inclusive, Block 55 and all of New York Avenue and all of the alley adjacent thereto;

AND

All of Lots 14 to 17 both inclusive, Block 55 and all of Delaware Avenue and Schuler Avenue and all of the alley adjacent thereto;

AND

All of Lots 1 to 28 both inclusive, Block 86 and all of Madison Avenue, Oriental Avenue, Columbia Avenue, Lafayette Avenue and all of the alley adjacent thereto;

AND

All of Lots 15 and 16, Block 110 and all of Prospect Avenue and Lake Avenue and all of the alley adjacent thereto;

AND

All of Block 181 and all of Santa Fe Avenue, Best Place and Utah Place and all of the alley adjacent thereto;

AND



All of Block 185 and all of Santa Fe Avenue, Euclid Place and Oak Place and all of the alley adjacent thereto all being a portion of Fountain Lake Subdivision. Pueblo Col.

Total exceptions 16.37 acres, more or less

Total Annexation 1172.09 acres, more or less

2. PROPOSED NEW CITY LIMITS LINE:

Beginning at the Northwest corner of the NW $\frac{1}{4}$ of Section 7, Township 20 South, Range 64 West of the 6th P.M. being a point on the Present City Limits line; thence Easterly along the North line of the NW $\frac{1}{4}$ of said Section 7 to a point on the Southwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6; thence Northerly along the West line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 6 to the Northwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 6; thence Easterly along the Northerly line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 6 to the Southwest corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 6; thence Northerly along the Westerly line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 6 to a point on the Northerly line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 6; thence Easterly along the Northerly line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 6 to the Southwest corner of the NW $\frac{1}{4}$ of Section 5; thence Northerly along the Westerly line of the NW $\frac{1}{4}$ of said Section 5 to the Northwest corner of the NW $\frac{1}{4}$ of said Section 5; thence Easterly along the Northerly line of the NW $\frac{1}{4}$ of said Section 5 to the Northeast corner of the NW $\frac{1}{4}$ of said Section 5; thence Southerly along the Easterly line of the NW $\frac{1}{4}$ of said Section 5 to the Northwest corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 5; thence Easterly along the Northerly line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 5 to the Northeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 5; thence Southerly along the Easterly line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the East line of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 5 to a point on the Northerly line of the NE $\frac{1}{4}$ of Section 8; thence Easterly along the Northerly line of the NE $\frac{1}{4}$ of said Section 8 to the Northeast corner of the NE $\frac{1}{4}$ of said Section 8; thence Southerly along the Easterly line of the NE $\frac{1}{4}$ of said Section 8 to the Southeast corner of the NE $\frac{1}{4}$ of said Section 8 and the Present City Limits line and the Point of Terminus.

EXHIBIT "B"

Not Applicable

2100918 03/29/2018 03:40:43 PM
Page: 18 of 25 R 133.00 D 0.00 T 133.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co



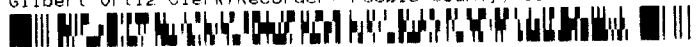


EXHIBIT C-1

SPECIAL IMPROVEMENTS, DEDICATIONS AND FEES

1. Trails. The Petitioners shall design and construct, and cause to be maintained, by themselves or by means of a homeowners' association, trails throughout the Property connecting, in accordance with an approved final subdivision plat, to existing trails within the City of Pueblo, as described in the PUD Development Plan. Trails shall be located in general in accordance with the PUD Development Plan, provided that the final location and alignment within a subdivision shall be determined at the time of subdivision review.

2. Parks. The Petitioners shall develop park sites on the Property. The minimum amount of developed park land required is seven and one-half (7.5) acres of developed park land per one thousand (1,000) population, as described in the PUD Development Plan (the "Developed Park Sites").

a. The Developed Park Sites shall be developed according to the standards contained in the PUD Development Guide and the Park Development Standards approved by the Planning and Zoning Commission, as amended. The Petitioners shall construct each park site according to the construction plans approved by the City, within one hundred eighty (180) days after the first building permit has been issued for the construction of a residential dwelling unit within a subdivision that contains or abuts a Developed Park Site, as described in the Development Plan.

b. Developed Park Sites of ten (10) acres or more shall be conveyed by the Petitioners to the City by warranty deed, if the City, in the exercise of its sole discretion, determines that it will accept such Developed Park Site for maintenance and ownership, prior to the recording of any final subdivision plat for a development area or portion thereof which contains such Developed Park Site. If the City determines not to accept such Developed Park Site, as provided herein, then such Developed Park Site shall be owned and maintained by the Petitioners or homeowners' association.

c. The Developed Park Sites that are less than ten (10) acres shall be owned and maintained by the Petitioners or a homeowners' association.

3. School Land Dedication. The Petitioners shall convey to the City, by warranty deed, a maximum of twenty (20) acres of real property within the Property as described in the PUD Development Plan with location(s) mutually identified by Petitioners and the City in a final subdivision plat (the "School Property") within ninety (90) days of written request by the City; provided, however, that, if the School Property has not been included within a final subdivision plat, the foregoing time frame shall be extended for whatever period is necessary to obtain the City's approval and recordation of a final subdivision plat establishing the School Property as a legally conveyable parcel, or to obtain the City's approval of a subdivision exemption. The Petitioners acknowledge and agree that the School Property may be conveyed by the City, in the exercise of its sole discretion, to a local school district or charter school as a school site.

4. Fire Station Land Dedication and Construction. The Petitioners shall convey to the City, by warranty deed within ninety (90) days of the City's written request, a parcel of land totaling two (2) acres within the Property as described in the PUD Development Plan with a



location identified by appropriate studies (the "Fire Station Property"); provided, however, that the foregoing time frame shall be extended for whatever period is necessary to obtain the City's approval and recordation of a final subdivision plat establishing the Fire Station Property as a legally conveyable parcel, or to obtain the City's approval of a subdivision exemption. The Petitioners acknowledge and agree that prior to the issuance of the building permit for the two thousandth (2,000th) residential dwelling unit within the Property or any additional building permits, they, or the North Vista Metropolitan District on their behalf, shall construct and install a facility and related improvements adequate for the City to operate as a fire station.

5. Construction of Offsite Sanitary Sewer. The Petitioners shall design and construct, at no cost to the City, within one hundred eighty (180) days after the seven hundred fifty first (751st) building permit is issued to construct any dwelling unit on the Property, an eighteen inch (18") sanitary sewer main and all related facilities in Jerry Murphy Road from Candytuft Boulevard to the south boundary of the Property. Petitioners must complete construction of the sanitary sewer improvements according to design and construction standards required by the City and the approved Sanitary Master Plan. Petitioners may apply for cost recovery for the off-site sanitary sewer improvements described above, pursuant to Section 16-5-5 of the Pueblo Municipal Code.

6. Construction of Road Improvements.

a. Design and Construction of Jerry Murphy Boulevard. Jerry Murphy Road shall be rebuilt, by the City, at existing width from Candytuft Boulevard to Vision Hills Parkway (formerly 47th Street). For the purpose of this section, the term "rebuild" constitutes milling five (5) inches of existing material and reshaping the then overlay with four (4) inches of asphalt. Jerry Murphy Road from Vision Hills Parkway to Home of Heroes Parkway shall be designed and constructed, by Petitioners at no cost to the City, as a four lane, median divided, principal arterial roadway section, including acceleration and deceleration lanes, as shown on Exhibit C-2.

1) In order to fund the costs to rebuild Jerry Murphy Road between the intersection of Candytuft Boulevard and Vision Hills Parkway as shown on Exhibit C-2, Petitioners and any subsequent owner of all or any part of the Property shall, as a condition of the issuance of a building permit for the construction of any one or more dwelling units within the Property, pay a traffic impact fee of Four Thousand Five Hundred Dollars (\$4,500.00) for each dwelling unit to be constructed within the Property ("TIF"), up to a maximum of Four Hundred Fifty Thousand Dollars (\$450,000.00). Beginning with the 2018 calendar year, the TIF amount shall be adjusted annually based on the first quarter Construction Cost Index published by the Colorado Department of Transportation. The TIF shall be paid to the City at the time a building permit is issued for each dwelling unit and shall be deposited in an interest-bearing account identified as the "Jerry Murphy Road Off-Site Improvements Account." Monies on deposit in the Jerry Murphy Road Off-Site Improvements Account shall only be used for the Jerry Murphy Road Off-Site Rebuild. In the event that the costs of the Jerry Murphy Road Off-Site Rebuild are less than the amounts deposited in the Jerry Murphy Road Off-Site Improvements Account, the remaining balance shall be used for future public infrastructure improvements needed for the Property. Petitioners, for itself and its successors and assigns, including all subsequent owners of land within the Property, stipulate and agree that there is an essential nexus between the TIF and the City's legitimate interest in providing for the rebuilding of Jerry Murphy Road between the



intersection of Candytuft Boulevard and Vision Hills Parkway as shown on Exhibit C-2 and that the TIF is roughly proportional both in nature and extent to the impact of the proposed development of the Property.

2) Notwithstanding the provisions of the foregoing paragraph 6. a. 1), The City may in its sole discretion adopt an ordinance that authorizes the cost to rebuild Jerry Murphy Road between the intersection of Candytuft Boulevard and Vision Hills Parkway as shown on Exhibit C-2 to be paid from the City's Highway Users Trust Fund ("HUTF Fund"). In such event, the moneys deposited into the TIF, up to the full cost of the rebuild, but in any event not to exceed a maximum of Four Hundred Fifty Thousand Dollars (\$450,000.00), shall be reimbursed to the City's HUTF Fund.

3) Within one hundred eighty (180) days after the seven hundred fifty first (751st) building permit is issued to construct any dwelling unit on the Property, Petitioners must construct Jerry Murphy Road as stated above between the intersection of Vision Hills Parkway and Future Home of Heroes Parkway as shown on Exhibit C-2. If any portion of the improvements required in this subparagraph are tributary to the drainage channel located approximately five hundred (500) feet south of the south boundary line of the Property (the "Culvert"), Petitioners shall be responsible to increase the size and capacity of the Culvert as determined by the final storm drainage study and then prepared at Petitioners' cost in accordance with the Storm Drainage Design Criteria and Drainage Policies for the City, published June 9, 1997, or as same may later be amended ("MANUAL") and be certified by a Professional Engineer competent in the field of surface water drainage engineering and registered in the State of Colorado.

b. Design and Construction of Home of Heroes Parkway West of Property. Home of Heroes Parkway shall be designed and constructed as described in this Paragraph as a major arterial roadway section, at no cost to the City, including any utilities, acceleration lanes, deceleration lanes, bridges and intersection improvements, from Jerry Murphy Boulevard across Fountain Creek to Dillon Drive (collectively "Home of Heroes Expansion"), according to the following schedule:

1) The Petitioners shall, at no cost to the City, not later than the date of the issuance of the building permit for the eight hundred and fiftieth (850th) residential dwelling unit upon the Property, acquire and deed to the City by warranty deed fee simple title to the right-of-way necessary for the construction of the Home of Heroes Expansion as shown on Exhibit C-2.

2) The Petitioners shall, at no cost to the City, and not later than the date the fifteen hundredth (1500th) building permit is issued to construct any residential dwelling unit on the Property (a) commence construction of Home of Heroes Expansion, including a two-lane bridge structure across Fountain Creek in accordance with City-approved plans and specifications (the "Fountain Creek Bridge") as shown on Exhibit C-2; and (b) construct Home of Heroes Expansion as one-half (1/2) of an arterial roadway section between the western boundary of the Property and Dillon Drive, including all utilities, acceleration and deceleration lanes, and intersection improvements required by the standards of the City then in effect.

3) The Home of Heroes Expansion shall be completed no later than eighteen (18) months after the date of the fifteen hundredth (1500th) building permit is



issued to construct a residential dwelling unit upon the Property. If Petitioners, after good faith efforts as determined by the City, are unable to acquire from third-parties the necessary right-of-way for the construction of the Home of Heroes Expansion, the City will, to the extent legally permissible, exercise its power of eminent domain to acquire the right-of-way, provided, that Petitioners first deposit with the City an amount to be determined by the City Attorney for all compensation, damages, costs and expenses, including appraisal, expert witness and attorney fees associated therewith.

c. Design and Construction of Vision Hills Parkway South of Property:

If not already completed, Vision Hills Parkway shall be constructed by the City as a two-lane collector roadway section as shown on Exhibit C-2 from Jerry Murphy Road to the south boundary of the Property.

1) Vision Hills Parkway South of Property Assessments. In order to fund the costs for the construction of a portion of Vision Hills Parkway that is not adjacent to the property between Jerry Murphy Road and Walking Stick Boulevard ("Vision Hills Parkway Off-Site Construction"), Petitioners and any subsequent owner of all or any part of the Property shall, as a condition of the issuance of a building permit for the construction of any one or more dwelling units within the Property, pay a traffic impact fee of One Thousand Dollars (\$1,000.00) for each dwelling unit to be constructed within the Property ("TIF"), up to a maximum of Seven Hundred Fifty Thousand Dollars (\$750,000.00). Beginning with the 2018 calendar year, the TIF amount shall be adjusted annually based on the first quarter Construction Cost Index published by the Colorado Department of Transportation. The TIF shall be paid to the City at the time a building permit is issued for each dwelling unit and shall be deposited in an interest-bearing account identified as the " Vision Hills Parkway Off-Site Improvements Account." Monies on deposit in the Vision Hills Parkway Off-Site Improvements Account shall only be used for the Vision Hills Parkway Off-Site Construction. In the event that the costs of the Vision Hills Parkway Street Off-Site Construction are less than the amounts deposited in the Vision Hills Parkway Off-Site Improvements Account, the remaining balance shall be used for future public infrastructure improvements needed for the Property. Petitioners, for itself and its successors and assigns, including all subsequent owners of land within the Property, stipulate and agree that there is an essential nexus between the TIF and the City's legitimate interest in providing for the construction and development of Vision Hills Parkway south of the Property and that the TIF is roughly proportional both in nature and extent to the impact of the proposed development of the Property.

d. Roadway Improvements Within Property:

In addition to the foregoing road improvements, Petitioners shall construct all road improvements within the Property as described in the PUD Development Plan.

7. Withholding of Building Permits. If any of the above requirements are not timely met and complied with for any reason, the City may, in its absolute discretion (a) refuse to issue additional permits for construction within the Property and/or (b) cancel all then existing and outstanding building permits for which construction has not commenced.



8. System Development Fees for Adjacent Properties:

a. The Home of Heroes Expansion described in paragraph 6.b. above, will materially benefit real property located in the unincorporated area of Pueblo County, Colorado that abuts the Property, including, but not limited to, the two (2) abutting parcels consisting of approximately 640 acres, as set forth in attached Exhibit C-2 (hereinafter collectively referred to as "Adjacent Properties"). In the event that all or a portion of the Adjacent Properties are annexed to the City, City, to the extent legally permissible, will, by provisions inserted in annexation agreements for the Adjacent Properties, require the owners of Adjacent Properties to pay a system development fee (the "SDF") to the North Vista Metropolitan District (the "District") as reimbursement for a portion of the actual cost of construction including land acquisition and financing for the Home of Heroes Expansion reduced to the extent of any financial assistance provided by governmental funding including, but not limited to, grants and tax increment financing (collectively the "Net Construction Costs").

b. The SDF shall be based on the Net Construction Costs and the benefit of the Home of Heroes Expansion to the Adjacent Properties as determined by the District and approved by the City.

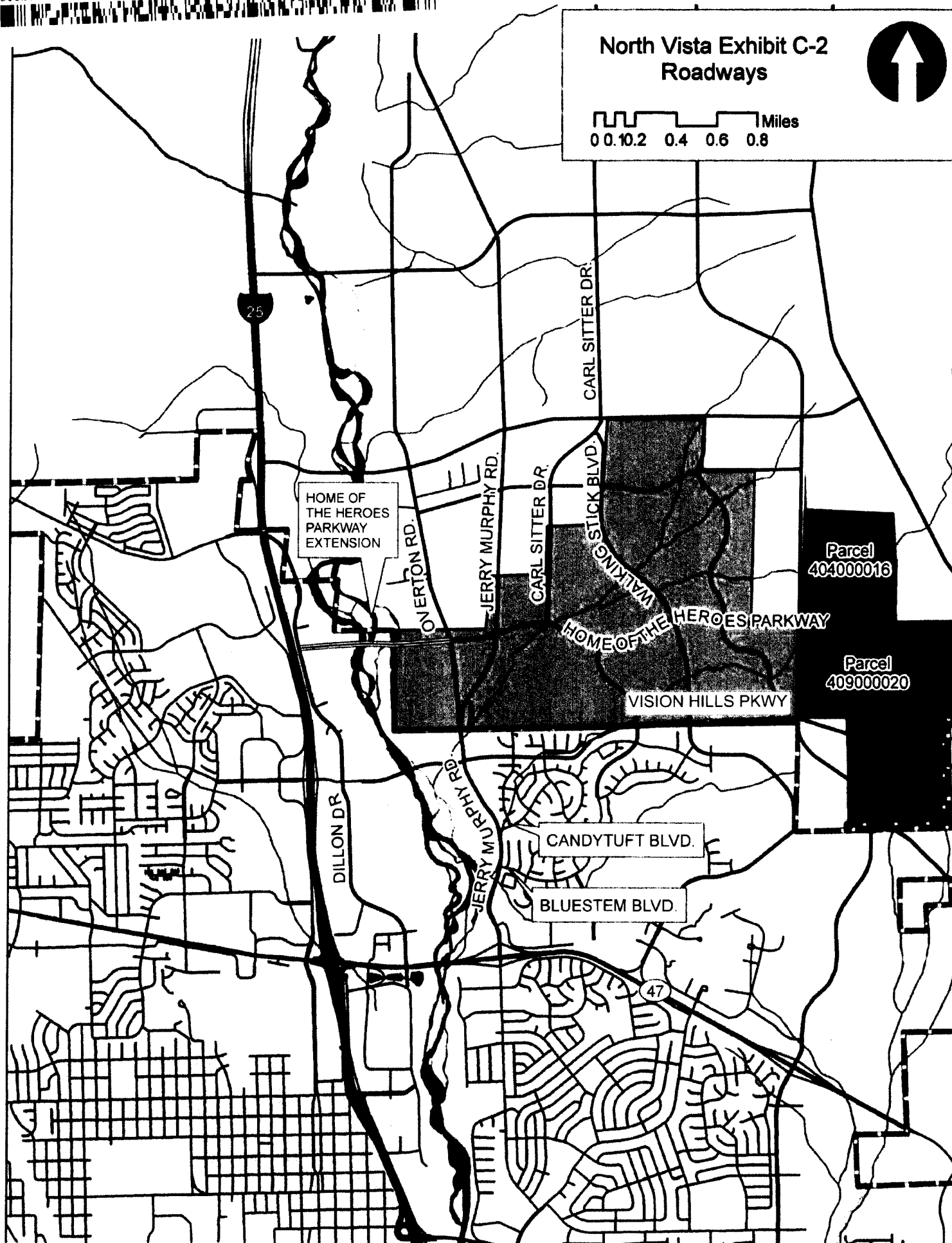
c. As a condition precedent to the issuance of a building permit for construction upon any of the Adjacent Properties annexed to the City, the owner thereof shall pay to the District the SDF.

d. All SDF's payable to the District shall be applied to the Net Construction Costs and upon payment in full of the Net Construction Costs, the balance of the SDF's paid to the District shall be retained by District and used solely for the repair, maintenance and replacement of the Home of Heroes Expansion or any part thereof.

e. In lieu of the payment of the SDF, Adjacent Properties annexed to the City may with the consent and approval of the owners of the Adjacent Properties, the District and the City be included within the District.

f. Prior to the imposition of the SDF, City and District shall enter into an agreement incorporating the foregoing in form and content approved by the City Attorney.

9. Additional Provisions with Regard to Recreational Vehicle Park ("RV Park"). Petitioners are requesting the City support the developer's request to amend the North Vista Master Plan, Planned Unit Development ("North Vista PUD") that is applicable to the Property that will, among other changes to the North Vista PUD, allow the development of a RV Park in areas PA-1 and PA-5 of the PUD Phasing Plan. The Annexation Agreement is amended to provide that any building permits issued for RV Park spaces will not apply to the building permit requirements for dwelling units set forth above, provided the Petitioners are in all respects in full compliance with this Agreement as amended.





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING A COOPERATION AGREEMENT WITH PUEBLO TRIPLE AIM CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING PROJECT NO. PS2214, AND ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$71,184.48 TO SAID PROJECT

SUMMARY:

A Cooperation Agreement by and between Pueblo Triple Aim, a Colorado nonprofit corporation, and the City of Pueblo, attached hereto and having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Agreement on behalf of the City, and the City Clerk shall affix the seal of the City thereto and attest same. Project No. PS2214 is hereby established. Funds in the amount of \$71,184.48 shall be accepted from Pueblo Triple Aim and budgeted and appropriated into the said Project to be used solely for the purposes agreed to pursuant to the terms of the Agreement

PREVIOUS COUNCIL ACTION:

On December 28, 2021, Ordinance No. 10085 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2022.

On March 14, 2022, Ordinance No. 10130 was approved by City Council approving the cooperation agreement with Pueblo Triple Aim Corporation and Health Colorado Inc. accepting, budgeting and appropriating funds to establish a full-time position and continue a part-time telehealth position connected with the DOTS program.

BACKGROUND:

The Pueblo Fire Department works closely in partnership with other agencies in the community to help citizens navigate healthcare resources. Pueblo Triple Aim Corporation is one such local non-profit community partner with the mission of making Pueblo County the healthiest county in Colorado through community problem solving and cross-sector collaboration. The Directing Others to Services (DOTS) program consists of a trained outreach team that visits individuals who overutilize

911/Emergency Rooms and educates and connects them to resources. This has routinely decreased their “usage” of unnecessary emergency medical services by 50%.

FINANCIAL IMPLICATIONS:

Project No. PS2214 has been established, with the passage of a previous ordinance accepting Funds in the amount of \$71,184.48 for the purposes of funding the salary and benefits of the full-time coordinator position and part time telehealth position in 2023. The funding will be provided by Pueblo Triple Aim Corporation through September of 2023 with the remaining three months of the position covered by the General Fund at a cost of \$17,796.21. The intent is to reapply for funding each year for continued financial support.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain current staffing levels and not provide the necessary full-time staff support for the DOTS Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Cooperation Agreement with Pueblo Triple Aim Corporation - 2022

ORDINANCE NO.

AN ORDINANCE APPROVING A COOPERATION AGREEMENT WITH PUEBLO TRIPLE AIM CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING PROJECT NO. PS2214, AND ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$71,184.48 TO SAID PROJECT

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

SECTION 1.

A Cooperation Agreement by and between Pueblo Triple Aim, a Colorado nonprofit corporation, and the City of Pueblo, attached hereto and having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Agreement on behalf of the City, and the City Clerk shall affix the seal of the City thereto and attest same.

SECTION 2.

Project No. PS2214 is hereby established. Funds in the amount of \$71,184.48 shall be accepted from Pueblo Triple Aim and budgeted and appropriated into the said Project to be used solely for the purposes agreed to pursuant to the terms of the Agreement.

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 Cooperation Agreement to implement the policies and procedures described therein.

SECTION 4.

This Ordinance is subject to and conditioned upon City Council passage and approval of an ordinance approving amendments to staffing and salary schedule ("Staffing and Salary Ordinance Amendments") providing for staffing contemplated by the Agreement and creating the position "Civilian Project Manager-DOTS Program". As such, this Ordinance shall only become effective upon the date of final action by the Mayor and City Council approving this Ordinance and the Staffing and Salary Ordinance Amendments.

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

COOPERATION AGREEMENT BETWEEN TRIPLE AIM CORPORATION AND THE CITY
OF PUEBLO WITH RESPECT TO THE HEALTH COLORADO INC. COMMUNITY
REINVESTMENT GRANT

This Cooperation Agreement (“Agreement”) is entered into this 24 Oct 2022 by and between Pueblo Triple Aim Corporation, a Colorado nonprofit corporation (“PTAC”), and Pueblo, a municipal corporation (“City”), with respect to the Health Colorado, Inc. Community Reinvestment Grant (“Grant Agreement”) awarded by Health Colorado, Inc. to PTAC. A copy of the Grant Agreement is attached hereto, labelled Exhibit 1 and incorporated herein. In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Under this Agreement, PTAC will:
 - a. Sign the Grant Agreement from Health Colorado.
 - b. Abide by all stipulations in the Grant Agreement.
 - c. Remit and pay to the City proceeds under the Grant Agreement in the amount of \$71,184.48 (“Grant Proceeds”), which amount will be expended by City solely for the purposes set forth in the Grant Agreement.
2. Under this Agreement, the City will:
 - a. Expend the Grant Proceeds in performance of the DOTS program and solely for the purposes and to perform the scope of work set forth in the Grant Agreement; provided, however, the part-time position Technology Specialist shall work no more than 1380 hours during 2023 and prior to the expiration of the Grant on September 30, 2023 and the Civilian Project Manager shall not be required to be employed past September 30, 2023 absent additional approved funding.
 - b. Abide by all stipulations in the Grant Agreement. It is acknowledged by PTAC that City is a Colorado municipal corporation and that the Grant Agreement requirements with respect to and PTAC representations regarding non-profit organizations are inapplicable to City
 - c. Provide any receipts or financial documents needed by Health Colorado, Inc. to show funding was used as intended.
 - d. Assist PTAC in filing reports required under the Grant Agreement.

Executed the day and year first above written.

Alexis Ellis, Executive Director
on behalf of Pueblo Triple Aim Corporation

Nicholas A. Gradisar, Mayor
on behalf of the City of Pueblo

ATTEST: _____
City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief
Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION TO THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT ENTITLED COMMUNITY RISK REDUCTION COORDINATOR IN SUPPORT OF THE DIRECTING OTHERS TO SERVICES (DOTS) PROGRAM

SUMMARY:

The Fire Department requests that one (1) full-time position be added to provide management and coordination of the Directing Others to Services (DOT) program in partnership with Pueblo Triple Aim Corporation. Initial funding for the position will come from Pueblo Triple Aim Corporation, which will cover the first nine months of the position. The final quarter of the year will be paid out of the General Fund.

PREVIOUS COUNCIL ACTION:

On December 28, 2021, Ordinance No. 10085 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2022.

On March 14, 2022, Ordinance No. 10130 was approved by City Council approving the cooperation agreement with Pueblo Triple Aim Corporation and Health Colorado Inc. accepting, budgeting and appropriating funds to establish part-time positions connected with the DOTS program and training on Telehealth services.

BACKGROUND:

The Pueblo Fire Department works closely in partnership with other agencies in the community to help citizens navigate healthcare resources. Pueblo Triple Aim Corporation is one such local non-profit community partner with the mission of making Pueblo County the healthiest county in Colorado through community problem solving and cross-sector collaboration. The Directing Others to Services (DOTS) program consists of a trained outreach team that visits individuals who overutilize 911/Emergency Rooms and educates and connects them to resources. This has routinely decreased their "usage" of unnecessary emergency medical services by 50%.

In March of 2022, funding through Colorado Health, Inc., was provided to support the hire of a part-time position to train those using DOTS program services around telehealth capabilities. This was memorialized through an ordinance passed by City Council as part of a cooperation agreement.

Given the success of the DOTS Program, with the approval of this ordinance, a full-time civilian project management position entitled Community Risk Reduction Coordinator will be created with an anticipated hire date in 2023. This position will provide overall program coordination of the DOTS program on a full-time basis, will be a classified position within the City and subject to all Civil Service rules with respect to hiring. Passage of the staffing ordinance will allow the City to begin recruitment activities to fill the position with an anticipated start date of January 1, 2023.

FINANCIAL IMPLICATIONS:

Project No. PS2214 has been established by the passage of a previous ordinance which accepted funds in the amount of \$71,184.48 for the purposes of funding the salary and benefits of the full-time coordinator position for nine months and continued support of the part-time telehealth position in 2023. The funding will be provided by Pueblo Triple Aim Corporation through September of 2023 with the remaining three months of the position covered by the General Fund at a cost of \$17,796.21. The intent is to reapply for funding each year for continued financial support.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The alternative would be to retain current staffing levels and not provide the necessary full-time staff support for the DOTS Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION TO THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT ENTITLED COMMUNITY RISK REDUCTION COORDINATOR IN SUPPORT OF THE DIRECTING OTHERS TO SERVICES (DOTS) PROGRAM

WHEREAS, it is necessary to add an additional full-time position of Community Risk Reduction Coordinator in the Fire Department in order to provide ultimate efficiency and functionality to support activities of the Directing Services to Others (DOTS) Program; NOW, THEREFORE,

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

SECTION 1.

The following section captioned "Fire" of Ordinance No. 10085, being the FY 2022 Staffing Ordinance, is amended as follows:

Fire

Fire Chief	1
Deputy Fire Chief	2
Assistant Fire Chief	3
Fire Captain	33
Emergency Medical Officer	31
Fire Engineer	36
Fire Inspector	3
Firefighter	38
<u>Community Risk Reduction Coordinator</u>	<u>1</u>
Administrative Technician	1
Senior Office Assistant	1
Total	[149] <u>150</u>

SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2022 Budget and staffing with respect to the number and allocation of positions within the Fire 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 _____.

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: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief
Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR COMMUNITY RISK REDUCTION COORDINATOR

SUMMARY:

Attached for consideration is an amended Pay Plan Ordinance that reflects the addition of the pay rate and salary schedule for the classification of Community Risk Reduction Coordinator. Funding for this position will be covered for nine months by Triple Aim Corporation and the last three months of the year will be paid out of the General Fund.

PREVIOUS COUNCIL ACTION:

On December 28, 2021, Ordinance No.10092 was approved by City Council. This Ordinance provided the classification and pay plan for fiscal year 2022.

BACKGROUND:

The City of Pueblo and Pueblo Fire Department desires to provide full-time civilian program management and coordination to the Directing Others to Services (DOTS) Program.

The Pueblo Fire Department works closely in partnership with other agencies in the community to help lower overutilization of emergency medical services in the community and to connect citizens to appropriate healthcare and social services. In conjunction with other partner agencies. The Directing Others to Services (DOTS) Program was developed, consisting of a trained outreach team that visits individuals who overutilize 911/Emergency Rooms and educates and connects them to resources. This has routinely decreased their "usage" of unnecessary emergency medical services by 50%.

The full-time position will serve as a civilian project manager for the DOTS program and will be entitled Community Risk Reduction Coordinator. This position will be a

classified position within the City and subject to all Civil Service rules with respect to hiring.

FINANCIAL IMPLICATIONS:

Project No. PS2214 has been established, with the passage of a previous ordinance accepting funds in the amount of \$71,184.48 for the purposes of funding the salary and benefits of the full-time coordinator position for nine months and continued support of the part-time telehealth position in 2023. The funding will be provided by Pueblo Triple Aim Corporation through September of 2023 with the remaining three months of the position covered by the General Fund at a cost of \$17,796.21. The intent is to reapply for funding each year for continued financial support.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The suggested change establishes the 2022 salary range for the classification of Community Risk Reduction Coordinator. If this ordinance is not approved, and assuming the Community Risk Reduction Coordinator position is approved, no salary range will be associated with the classification and the position cannot be filled.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR COMMUNITY RISK REDUCTION COORDINATOR

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

SECTION 1.

Section 6-5-16 (A) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2022 pay scale for the classification of Community Risk Reduction Coordinator is established and enacted as follows:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

A. The 2022 monthly pay range for the classification of Community Risk Reduction Coordinator:

<i>CLASS TITLE</i>	<i>Entrance</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
(A) GENERAL SERVICE										
Community Risk Reduction Coordinator	3771.63	3868.74	4060.30	4254.88	4350.38	4397.28	4459.91	4517.64	4580.07	4730.76

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff
Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION ENTITLED DIRECTOR/JUST TRANSITIONS PROGRAM TO THE AUTHORIZED STAFFING OF THE MAYOR'S OFFICE

SUMMARY:

The Mayor requests that one (1) full-time position be added to the Mayor's Office for the purpose of leading the transitional work associated with the upcoming closure of Xcel Energy Comanche 3. The senior-level director position will be entirely funded through the Colorado State Office of Just Transitions with funding anticipated for three years from the time the position is hired.

PREVIOUS COUNCIL ACTION:

On December 28, 2021, Ordinance No. 10085 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2022.

BACKGROUND:

In anticipation of the significant and transformational economic challenges incident to the upcoming closure of Xcel Energy's Comanche 3 plant, Mayor Gradisar established a Pueblo Just Transitions Steering Committee which was formed to assist with this change in the Pueblo community. The position of Director/Just Transitions Program will be charged to work independently at a high level in the execution of the objectives defined by the steering committee, and the duties outlined in the Colorado Just Transitions Action Plan and authorized in C.R.S. 8-83-501 through 8-83-505. The position will be an unclassified, exempt, appointed director level position.

An experienced professional possessing the skills necessary to provide key strategic planning, development, and execution of meaningful, tangible plans in diversifying and/or attracting new businesses to supplant the Comanche 3 physical plant will be required. The position will perform extensive financial forecasting, tracking, and reporting of projects to include revenue and expenditure projections associated with the

program. A key objective will be to increase access to and maximize private capital from local, state, and national investors and conduct research and financial analysis for business sectors and specific groups impacted by the Comanche 3 closure. Coordinating infrastructure investments to sustain local transition strategies and ensuring alignment with state and federal programs will be essential functions of the position. The Director/ Just Transitions Program will also work with impacted workers and their families to secure new employment with family-sustaining income and to prepare for job skills development.

The position will serve as a primary liaison with the Colorado State Office of Just Transitions, Community and Economic Development Officer, Pueblo Economic Development Corporation (PEDCO), Xcel Energy Administration and other energy companies and entities as appropriate. Leading collaborative efforts with community and neighborhood groups, boards and committees on a city-wide scale will be an important component of the position, with an emphasis on community engagement, diversity, inclusion, and equity.

FINANCIAL IMPLICATIONS:

All costs associated with this proposal will be paid out of funding received through the Colorado State Office of Just Transitions fund. The funding is anticipated to last approximately three (3) years from the date of hire with a total of \$465,432.36 allocated to cover the position as well as any associated operating costs. The proposed salary range for the position is \$77,146.68-\$93,672 per year plus benefit costs.

Cost Item	Approximate Annual Cost
Salary	\$ 82,000
Retirement (PERA)	\$ 11,644
Health Insurance	\$ 21,637
Dental Insurance	\$ 296
Life Insurance	\$ 76
Medicare	\$ 1,189
Estimated Annual Position Cost	\$ 116,842

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

If City Council does not approve the ordinance to establish the position, the City of Pueblo will not be able to adequately support the important work of the Pueblo Just Transitions Steering Committee which will be critical to navigate and proactively address the impacts the Xcel Comanche 3 closure will have on the Pueblo community.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION ENTITLED DIRECTOR/JUST TRANSITIONS PROGRAM TO THE AUTHORIZED STAFFING OF THE MAYOR'S OFFICE

WHEREAS, it is necessary to revise the FY 2022 staffing in the Mayor's Office for the ultimate efficiency and functionality of the Just Transitions Program; NOW, THEREFORE,

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

SECTION 1.

The following section captioned "Mayor's Office" of Ordinance No. 10085, of the 2022 Staffing Ordinance, is amended as follows:

Mayor's Office

Mayor	1
Chief of Staff	1
Deputy Mayor	1
<u>Director/Just Transitions Program</u>	<u>1</u>
Director/Public Affairs	1
Grant & Resource Development Administrator	1
Secretary to the Mayor	1
Administrative Assistant	1
Food Project Coordinator	1
Total	[8] 9

SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2022 Budget and staffing with respect to the number and allocation of positions within the Mayor's Office 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 October 24, 2022.

Final adoption of Ordinance by City Council on November 14, 2022.

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: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff
Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR DIRECTOR/JUST TRANSITIONS PROGRAM

SUMMARY:

Attached for consideration is an amended Pay Plan Ordinance that reflects the addition of the pay rate and salary schedule for the classification of Director/Just Transitions Program.

PREVIOUS COUNCIL ACTION:

On December 28, 2021, Ordinance No.10092 was approved by City Council. This Ordinance provided the classification and pay plan for fiscal year 2022.

BACKGROUND:

In anticipation of the closure of the Xcel Energy Comanche 3 plant, the Colorado State of Just Transitions has created an action plan which includes the Mayor's establishment of the Pueblo Just Transitions Steering Committee and has authorized and dedicated funding to hire a full-time, senior management level position to support these efforts per C.R.S 8-83-501 through 8-83-505. The position of Director/Just Transitions Program will be an exempt, unclassified director level position with the City of Pueblo. Funding for the position is anticipated to last for approximately three years and will be fully paid by the Colorado State Office of Just Transitions. At the conclusion of the funding, it is anticipated that the position will be abolished.

The Director/Just Transitions Program will lead the Pueblo Just Transitions Steering Committee providing strategic planning, complex financial forecasting, tracking, and reporting to include revenue and expenditure projections, crucial community outreach to affected groups to include displaced workers and working on securing new employment with family-sustaining income. Critical duties of the Director will include securing and maximizing private capital from local, state, and federal investors and

coordinating with key stakeholders at the State of Colorado, within the Xcel Energy administration and local economic development groups to align strategies towards navigating the substantial economic challenges that the plant closure will bring to the community. Leading collaborative efforts with community and neighborhood groups, boards and committees on a city-wide scale will be an important component of the position, with an emphasis on community engagement, diversity, inclusion, and equity.

FINANCIAL IMPLICATIONS:

All costs associated with this proposal will be paid out of funding received through the Colorado State Office of Just Transitions fund, with an estimated annual cost of \$116,842 associated with the new position:

Cost Item	Approximate Annual Cost
Salary	\$ 82,000
Retirement (PERA)	\$ 11,644
Health Insurance	\$ 21,637
Dental Insurance	\$ 296
Life Insurance	\$ 76
Medicare	\$ 1,189
Estimated Annual Position Cost	\$ 116,842

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not approving the pay scale for the position of Director/Just Transitions Program would not allow the City to hire for this critical role to support the action plan approved by the State Office of Just Transitions to support the Pueblo community with the anticipated closure of the Xcel Energy Comanche 3 plant.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR DIRECTOR/JUST TRANSITIONS PROGRAM

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

SECTION 1.

Section 6-5-16 (A) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2022 pay scale for the classification of Director/Just Transitions Program is established and enacted as follows:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

1. The 2022 monthly pay range for the appointed classification of Director/Just Transitions Program

<i>CLASS TITLE</i>	<i>MONTHLY BASE SALARY</i>	<i>MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)</i>
(C) APPOINTED		
<u>Director/Just Transitions Program</u>	<u>6428.92</u>	<u>7806.54</u>

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Sam Ingo, Director of Fleet Maintenance
Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING A POSITION FOR TRAINING PURPOSES WITHIN THE FLEET MAINTENANCE DIVISION

SUMMARY:

The Fleet Maintenance Division, with Mayor Gradisar's approval, requests to temporarily increase the staffing level of the department by one (1) full time equivalent (FTE) for training purposes. The classification shall be Fleet Superintendent and the additional FTE shall be abolished upon the anticipated retirement of the current incumbent in the position in February 2023.

PREVIOUS COUNCIL ACTION:

On December 28, 2021, Ordinance No.10085 was approved by City Council. This Ordinance provided the authorized staffing for Fiscal Year 2022.

BACKGROUND:

The Fleet Superintendent has announced plans to retire at the end of February 2023. There is no mechanism in ordinance to allow for temporary overfilling of a position in order to facilitate critical training and transition activities. Therefore, the department requests the addition of a Fleet Superintendent FTE on a temporary basis to accomplish the necessary training. It is anticipated that the position requested by this ordinance will be posted as soon as possible and subsequently filled in January 2023. This will allow training over the course of two months prior to the current incumbent's departure.

It is further requested that the additional FTE be abolished upon separation of the current Fleet Superintendent via retirement.

FINANCIAL IMPLICATIONS:

Funding for the wages and benefits for the position will come from the General Fund.

The cost for the two months of the additional position is approximately \$21,170 and can be absorbed by Fleet Maintenance budget over the course of 2023, pending City Council approval.

Cost Item	Approximate Cost (2 months)
Salary	\$ 15,027
Retirement (PERA)	\$ 2,134
Health Insurance	\$ 3,730
Dental Insurance	\$ 49
Life Insurance	\$ 12
Medicare	\$ 218
Estimated Position Cost for 2 months	\$ 21,170

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The alternative would be to retain the current staffing level, which would eliminate any opportunity to train a newly hired Fleet Superintendent.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2022
STAFFING ORDINANCE BY ADDING A POSITION FOR
TRAINING PURPOSES WITHIN THE FLEET MAINTENANCE
DIVISION

WHEREAS, it is necessary to temporarily add an additional Fleet Maintenance Superintendent position in the Fleet Maintenance Division for training purposes to meet maximum efficiency and functionality of the Division; NOW, THEREFORE,

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

SECTION 1.

The following section captioned "Fleet Maintenance" of the 2022 Staffing Ordinance No. 10085 is amended as follows:

<u>Fleet Maintenance</u>	
Fleet Superintendent	[1] 2
Shops Supervisor	1
Auto Mechanic	6
Parts Clerk	2
Senior Office Assistant	1
Total	[11] 12

85

SECTION 2.

Effective March 15, 2023, the position established pursuant to Section 1 above shall be abolished and the 2023 Staffing Ordinance shall be amended as follows:

<u>Fleet Maintenance</u>	
Fleet Superintendent	[2] 1
Shops Supervisor	1
Auto Mechanic	6
Parts Clerk	2
Senior Office Assistant	1
Total	[12] 11

SECTION 3.

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

SECTION 4.

This Ordinance shall be deemed to amend the Fiscal Year 2022 Budget and staffing with respect to the number and allocation of positions within the department of Fleet Maintenance 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 _____.

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: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk
Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING A POSITION FOR TRAINING PURPOSES WITHIN THE DEPARTMENT OF THE CITY CLERK

SUMMARY:

The City Clerk, with Mayor Gradisar's approval, requests to temporarily increase the staffing level of the department by one (1) full time equivalent (FTE) for training purposes. The classification shall be Municipal Records and Technical Coordinator and the additional FTE shall be abolished upon the anticipated retirement of the current incumbent in the position in April 2023.

PREVIOUS COUNCIL ACTION:

On December 28, 2021, Ordinance No.10085 was approved by City Council. This Ordinance provided the authorized staffing for Fiscal Year 2022.

BACKGROUND:

The Municipal Records and Technical Coordinator has announced plans to retire at the end of April 2023. There is no mechanism in ordinance to allow for temporary overfilling of a position in order to facilitate critical training and transition activities. Therefore, the City Clerk requests the addition of a Municipal Records and Technical Coordinator FTE on a temporary basis to accomplish necessary training. It is anticipated that the position requested by this ordinance will be posted and subsequently filled in December 2022 with a hire date in January of 2023. This will allow training over the course of several months prior to the current incumbent's departure.

It is further requested that the additional FTE be abolished upon separation of the current Municipal Records and Technical Coordinator via retirement.

FINANCIAL IMPLICATIONS:

Funding for the wages and benefits for the position will come from the General Fund. The cost for the four months of the additional position is approximately \$26,741 and can be absorbed by the City Clerk's anticipated budget allocation for 2023.

Cost Item	Approximate Cost (4 months)
Salary	\$ 18,204
Retirement (PERA)	\$ 2,585
Health Insurance	\$ 5,595
Dental Insurance	\$ 74
Life Insurance	\$ 19
Medicare	\$ 264
Estimated Position Cost for 4 months	\$ 26,741

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The alternative would be to retain the current staffing level, which would eliminate any opportunity to train a newly hired Municipal Records and Technical Coordinator.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2022
STAFFING ORDINANCE BY ADDING A POSITION FOR
TRAINING PURPOSES WITHIN THE DEPARTMENT OF THE
CITY CLERK

WHEREAS, it is necessary to temporarily add an additional position of Municipal Records and Technical Coordinator to the City Clerk's Department in order to reach ultimate efficiency and functionality for the department; NOW, THEREFORE,

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

(brackets indicate matter being deleted, underscore indicates matter being added)

SECTION 1.

The following section captioned "City Clerk" "of Ordinance No. 10085, being the 2022 Staffing Ordinance, is amended as follows:

The following positions shall be authorized for FY 2022:

City Clerk

City Clerk	1
Deputy City Clerk	1
Licensing Coordinator	2
Municipal Records & Technical Coordinator	[1] <u>2</u>
Senior Office Assistant	1
Total	[6] <u>7</u>

SECTION 2.

Effective May 1, 2023, the position established pursuant to Section 1 above shall be abolished and the 2023 Staffing Ordinance shall be amended as follows:

City Clerk

City Clerk	1
Deputy City Clerk	1
Licensing Coordinator	2
Municipal Records & Technical Coordinator	1
Senior Office Assistant	1
Total	6

SECTION 3.

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

SECTION 4.

This Ordinance shall be deemed to amend the Fiscal Year 2022 Budget and staffing

with respect to the number and allocation of positions within the department of the City Clerk 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 _____.

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: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Civil Service Commission
Manuel Alcala, Civil Service Administrator
Robert Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTION 2-1-1 OF TITLE II OF CHAPTER 1 OF THE PUEBLO MUNICIPAL CODE RELATING TO THE MONTHLY COMPENSATION OF ELECTED MEMBERS OF THE CIVIL SERVICE COMMISSION

SUMMARY:

Attached is a proposed Ordinance increasing the monthly compensation of the elected members of the Civil Service Commission from \$225 to \$450.

PREVIOUS COUNCIL ACTION:

The monthly compensation of the elected members of the Civil Service Commission was last adjusted pursuant to Ordinance No. 6314, passed on May 11, 1998 and made effective January 1, 1999.

BACKGROUND:

The proposed Ordinance increases the monthly compensation of the elected members of the Civil Service Commission from \$225 to \$450 effective January 1, 2023. Such increase will cost \$8,100. The reason and basis for such request include the following:

(a) The monthly compensation of \$225.00 was set in 1999 and has not been charged over the last 23 years.

(b) To better serve the City and specifically to reduce the period of time associated with certification of eligible lists, the Civil Service Commission has changed its regular meetings from monthly to bimonthly.

(c) Reasonable monthly compensation is a relevant consideration in attracting and retaining qualified candidates for the office of Civil Service Commissioner.

FINANCIAL IMPLICATIONS:

The increase in the monthly compensation proposed by this ordinance will cost \$8,100.

BOARD/COMMISSION RECOMMENDATION:

The Civil Service Commission is in favor of the proposed Ordinance for the reasons above set forth.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could elect not to pass the Ordinance and the monthly compensation would remain unchanged.

RECOMMENDATION:

The Civil Service Commission recommends passage and approval of the proposed Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 2-1-1 OF TITLE II OF
CHAPTER 1 OF THE PUEBLO MUNICIPAL CODE RELATING TO
THE MONTHLY COMPENSATION OF ELECTED MEMBERS OF
THE CIVIL SERVICE COMMISSION

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

SECTION 1.

Section 2-1-1 of the Pueblo Municipal Code, is amended to read as follows:

Sec. 2-1-1. Compensation of elective boards and commissions.

(a) Effective January 1, 1999, each member of the following boards and commissions shall receive the monthly compensation set forth after the name of such board or commission:

Civil Service Commission **\$450.00**
Board of Waterworks 225.00

(b) The Chairman of each such board and commission shall receive as additional compensation the sum of twenty-five dollars (\$25.00) per month for each month of service as Chairman.

(c) The compensation of the Board of Waterworks shall be paid from revenues realized from the operation of the water system of the City.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective January 1, 2023.

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: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 3 RELATING TO WORK SCHEDULES FOR FIREFIGHTERS ASSIGNED TO WORK FOCUS RESPONSE VEHICLES

SUMMARY:

This amendment will change the work schedule of personnel assigned as Focused Response Unit (FRU) personnel from a Group A employee to a Group B employee. There is no financial impact to the city.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Pueblo Fire Department utilizes Focused Response Units throughout the city to reduce the impact of call volume on Advanced Life Support (ALS) Units. Group A employees generally work a five day a week, 8 hour a day work schedule while Group B employees work 24 hour shifts. Changing to a Group B schedule will allow for appropriate responses with appropriately staffed vehicles and improve city resiliency. In addition, the Fire Department will realize more flexibility in its overall emergency response force.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The no action alternative would be to retain current assignment schedule.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. FRU Amendment to group B

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 3 RELATING TO WORK SCHEDULES FOR FIREFIGHTERS ASSIGNED TO WORK FOCUS RESPONSE VEHICLES

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

SECTION 1.

The Amendment to the current and successor Collective Bargaining Agreement between the City of Pueblo and the International Association of Fire Fighters Local 3, 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 and deliver the Amendment in the name of the City 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 the intent of 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

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

This Amendment to Collective Bargaining Agreement ("Amendment") is entered into this 13 day of October, 2022, by and between the International Association of Fire Fighters Local 3 ("Union") and Pueblo, a municipal corporation ("City").

WHEREAS, City and Union are parties to a collective bargaining agreement effective January 1, 2022 through December 31, 2023 ("Labor Agreement");

WHEREAS, the City and the Union desire to amend the Labor Agreement for the purposes of changing the work schedule for Fire Fighters assigned to work Focus Response Vehicles from a Group A work schedule to a Group B work schedule.

NOW THEREFOR, in consideration of the foregoing and the agreements to be performed as herein set forth, the parties agree as follows:

1. Section 4 of Article 10 of the Labor Agreement is amended to read as follows:

Fire Fighters assigned to Focus Response Unit (FRU) shall be a Group B Fire Fighter.

2. Section 3 of Article 23 of the Successor Labor Agreements is amended to read as follows:

The Fire Chief may implement a flex time program for Group A Fire Fighters if he or she desires. The Chief retains the right to return Group A Fire Fighters to normal schedule at any time. Flex time schedules shall not be limited to flex time hours between Monday and Friday or be limited to the flex time hours between the hours of 7:00 a.m. and 5:00 p.m. or 7 a.m. and 7 p.m.

3. Each person signing this Amendment 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 Amendment on behalf of such party and that this Amendment is a valid and legally binding obligation of such party enforceable against it.

Executed in Pueblo, Colorado as of the date first above written.

CITY OF PUEBLO

By: _____
Mayor

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS LOCAL NO. 3

By: _____
President

ATTEST:

City Clerk

ATTEST:



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD TO THE CITY OF PUEBLO AND PUEBLO POLICE DEPARTMENT FROM THE PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP ADMINISTERED BY THE U.S. DEPARTMENT OF JUSTICE, ACCEPTING \$5,537.87 FOR YEAR 2022, ESTABLISHING PROJECT NUMBER PS2212, AND BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$5,537.87 TO PROJECT NUMBER PS2212

SUMMARY:

The U.S. Department of Justice ("DOJ") has informed the Pueblo Police Department ("PPD") that funds are available under the Patrick Leahy Bulletproof Vest Partnership ("BVP") to assist PPD with purchasing bulletproof vests for its police officers.

PREVIOUS COUNCIL ACTION:

Previous grants of this nature have routinely been approved when offered.

BACKGROUND:

Body armor has a recommended life span of five years. PPD provides its officers with body armor, which requires continuous replacement on a five-year (5) rotation. The body armor currently being used by PPD officers will expire soon and needs to be replaced. PPD will need to replace approximately 34 vests in the last few months of 2022. The new body armor will provide all authorized sworn positions with body armor that complies with the most current National Institute of Justice (NIJ) 0101.06 standard.

An application for funding assistance was submitted to the BVP in May 2022. In response, the BVP awarded the City of Pueblo \$5,537.87 for 2022. These funds may only be used for the purchase of bulletproof vests.

FINANCIAL IMPLICATIONS:

This ordinance creates project number PS2212. The department has been awarded a total of \$5,537.87 from the BVP Program, sponsored by the DOJ. The City is required to match at least fifty percent (50%) of the cost of qualifying vests. The cost of the new

vests will be approximately \$27,200.00; therefore, additional funds from the Police Department's operating budget in the amount of approximately \$21,662.13 are required to complete the purchase of the vests. This Ordinance will allow the department to utilize the grant funding to acquire the needed vests while reducing the overall cost to the Department. The remaining cost will come out of the regular PPD budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

There is no stakeholder process required for award.

ALTERNATIVES:

Decline the BVP award and increase the cost of purchasing needed police equipment by requiring more funds from PPD's budget.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2022 BVP Application Details and Award
2. 2022 BVP Submitted Application

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD TO THE CITY OF PUEBLO AND PUEBLO POLICE DEPARTMENT FROM THE PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP ADMINISTERED BY THE U.S. DEPARTMENT OF JUSTICE, ACCEPTING \$5,537.87 FOR YEAR 2022, ESTABLISHING PROJECT NUMBER PS2212, AND BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$5,537.87 TO PROJECT NUMBER PS2212

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept funding from the U.S. Department of Justice ("DOJ") for public and municipal purposes; and

WHEREAS, the DOJ in accordance with the Patrick Leahy Bulletproof Vest Partnership ("BVP") has tendered an award in a total amount of \$5,537.87 for the 2022, upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the funding for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

Project Number PS2212 is hereby established.

SECTION 2.

The grant award from the Patrick Leahy Bulletproof Vest Partnership ("BVP"), administered by the U.S. Department of Justice, to the Pueblo Police Department, totaling \$5,537.87, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 3.

All funds accepted under this ordinance shall be budgeted and appropriated into Project Number PS2212. A transfer of funds from the Police Department's operating budget to Project Number PS2212 in an amount not to exceed \$21,662.13 is also approved. Said funds shall only be expended and used for this Project.

SECTION 4.

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

SECTION 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

APPLICATION DETAILS

APPLICATION PROFILE

Participant	PUEBLO CITY
Fiscal Year	2022
Number of Agencies Applied	0
Total Number of Officers for Application	231
Number of Officers on Approved Applications	231

APPLICATION PROFILE

Fiscal Year	2022
Vest Replacement Cycle 	5
Number of Officers	231
Number of Emergency Replacement Needs 	Number of Stolen or Damaged Number of Officer Turnover
	0 0

APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
BAV-II	34	\$800.00	\$27,200.00	\$0.00	\$27,200.00
Grand Totals	34		\$27,200.00	\$0.00	\$27,200.00

AWARD SUMMARY FOR FY2022 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$27,200.00	\$5,537.87	09/21/22	Approved by BVP
Grand Totals:	\$27,200.00	\$5,537.87		

RETURN

Joe Garcia

From: vests@usdoj.gov
Sent: Friday, April 29, 2022 3:59 PM
To: Joe Garcia
Subject: [External] Your Application has been forwarded to BVP for approval

External email. Please use caution.

Thank you for submitting an online Patrick Leahy Bulletproof Vest Partnership (BVP) application. Your application will be safeguarded until the current application period closes on June 27, 2022.

Funding Decisions and Notification: When this application period closes, the following will occur: Each application is checked against the availability of funds to cover a portion of its total cost, in keeping with established rules and statutory set-asides. Once funding decisions are made, Congress is notified, followed by an electronic (email) message to the primary jurisdiction contact regarding the specific level of funding available. After this notification, DOJ requires additional time to create or update each jurisdiction's financial account. You will then be notified again (via email) that funds are available for drawdown through the payment request process in your online handbook. Assuming there are no changes or significant delays in the above processes, online payment requests for the 2022 applications should be available no later than September 30, 2022.

Formula and Matching Requirements: The program requires that each applicant jurisdiction be responsible for providing at least 50 percent of the cost of each qualifying vest purchased. Tribal governments may use other federally-appropriated funds to provide their portion of the total cost; all other jurisdictions must use non-federal funds. Non-federal fund sources include state and/or local jurisdiction revenues, private or personal funds, and contributions from insurance or workman's compensation consortiums. Asset forfeiture funds may also be used to meet the jurisdiction's financial requirement. By submitting this application, you have already certified that you understand and will abide by the following: "Funding availability, levels, and percentages are uncertain. There is no guaranteed funding level associated with any application submitted to the BVP program. Jurisdictions agree to meet their financial and contractual obligations associated with any purchase transactions, regardless of the level of funding received through this application."

Purchasing NIJ-approved Vests: BVP program funds may only be used to help defray the costs of NIJ-approved vest makes and models. Any ballistic or stab vest meeting applicable NIJ standards is eligible for funding. Vests contained in your application provide a basis for funding decisions. However, you are not obligated to purchase those exact vest makes and models. You may use BVP funds to help defray the costs of any NIJ-approved vest. Simply reflect any changes in the online receipt report(s), when you initiate the online payment process. BVP funds remain in your "account" through the end of the second federal fiscal year following the year of this application. Therefore, you have ample time to make and complete eligible purchases.

Need Assistance? Please call the BVP technical support helpdesk at 877-758-3787 (toll free). Thank you and continued success in providing lifesaving body armor for your eligible officers and employees.

BVP Technical Support Team

SUBMIT APPLICATION



Application Profile



Application



NIJ Approved Vests



Submit Application

You have successfully submitted your application for funding for BVP approval.

The approval process may take several weeks from the application closing date. A confirmation email has been sent to jgarcia@pueblo.us. An email approval advisory will also be sent to jgarcia@pueblo.us when the program approvals are completed. Additionally, you may check the status of your application by selecting option , 'Application History', in the Jurisdiction's Handbook. Thank you for your continued patience.

For your reference, the summary data for your Application for Funding is listed below.

SUCCESSFUL SUBMISSION

Jurisdiction: PUEBLO CITY

Application Id: 22029864

Status/Submission Date: Sent for BVP Approval : 04/29/22

APPLICATION FOR FUNDING

Quantity	Extended Cost	Tax, S&H	Total Cost
----------	---------------	----------	------------

Quantity	Extended Cost	Tax, S&H	Total Cost
34	\$27,200.00	\$0.00	\$27,200.00
Maximum Allowable Funding from BVP:			\$13,600.00

* Important: You can click on the 'Print Screen' button below to keep a copy for your records.

PRINT SCREEN



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE PUEBLO COUNTY SHERIFF'S OFFICE, REGARDING THE USE OF A FARO 3D CSI CAMERA SYSTEM, AND RATIFYING THE MAYOR'S SIGNATURE THEREOF

SUMMARY:

Attached is an Ordinance approving and authorizing a Memorandum of Understanding ("MOU") with the Pueblo County Sheriff's Office for the use of a 3D FARO scanner.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Per the MOU, a 3D FARO scanner will be borrowed as needed from the Pueblo County Sheriff's Office. This camera system can quickly capture and digitize every detail of a crime scene, including the structural and positional details of a scene, for thorough investigation, reconstruction, and legal prosecution, providing the "CSI effect" that today's juries expect.

Pursuant to a related Colorado Justice Assistance Grant, immediate signature of the MOU was needed so that the Pueblo Police Department could obtain grant funding.

FINANCIAL IMPLICATIONS:

The City will not need to pay for use of the 3D FARO scanner, although it may be liable for damage to the machine caused by any City negligence.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, City law enforcement will be forced to use the camera technology only when the Pueblo County Sheriff's office has staff available to operate the camera. This adds significant time to processing a crime scene.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Signed MOU County and City for FARO

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE PUEBLO COUNTY SHERIFF'S OFFICE, REGARDING THE USE OF A FARO 3D CSI CAMERA SYSTEM, AND RATIFYING THE MAYOR'S SIGNATURE THEREOF

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

SECTION 1.

The Memorandum of Understanding ("MOU") by and between the City of Pueblo, a Municipal Corporation, and Pueblo County, Colorado through its Sheriff's Office, relating to the use of a FARO 3D CSI camera system, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor's execution of the MOU is hereby ratified on behalf of Pueblo, a Municipal Corporation, and the City Clerk shall affix the Seal of the City thereto and attest the same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this ____ day of October 2022, by and between Pueblo County, Colorado through its Sheriff's Office ("PCSO") and the City of Pueblo and its Pueblo Police Department ("PPD").

WITNESSETH:

WHEREAS, the Colorado Department of Public Safety, Division of Criminal Justice distributes funds to local governments to enhance their ability to protect public safety and investigate and prosecute crime; and

WHEREAS, Pueblo County Sheriff's Office was awarded 2019 JAG funding to purchase a 3D FARO Scanner; and

WHEREAS, PCSO agrees to allow PPD the use of PCSO's 3D FARO Scanner for crime scene investigation; and

WHEREAS, the Parties desire to enter into an Agreement to set forth their respective duties and responsibilities regarding the lending and usage of the 3D FARO Scanner in furtherance of public safety in Pueblo County.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein, the parties agree as follows:

I. PROPERTY:

County hereby allows PPD the use of the following described property: (One) 3D FARO Scanner ("Scanner"). Title to the property shall remain with PCSO, and the property shall be stored in the custody of PCSO at all times, unless checked out by PPD as further described below.

II. OBLIGATIONS OF PPD:

- A. Only trained personnel, as approved by the PCSO, shall use the Scanner when it is in PPD's possession.
- B. PPD shall request the use of the Scanner from the appropriate PCSO representative and shall indicate anticipated duration of its use. Unless otherwise designated by the Sheriff, the PCSO representative shall be Captain Shelley Bryant.
- C. Once approved, PPD shall take possession of the Scanner for the period of time designated in advance by the PPD. If the PPD requires additional time, it shall request an extension from the PCSO representative, who shall permit reasonable extensions when feasible.
- D. PPD shall maintain reasonable security of the Scanner when it is in its possession.
- E. After the approved period of use, PPD shall return the Scanner to PCSO for storage.
- F. PPD shall be liable for any damage to or loss of the Scanner occurring while it is in control of the Scanner, if the damage or loss is caused by a negligent act of the PPD.

PPD shall not be liable for damage to the Scanner caused by third party negligence, intentional tort, or criminal act, nor for damage caused while the Scanner is under the control of PCSO.

III. OBLIGATIONS OF PCSO

- A. PCSO shall make the Scanner available to PPD upon receipt of a request made under Section II.B. above when the Scanner is not otherwise scheduled for use, repair, service or is otherwise unavailable for good cause as determined by the PCSO representative.
- B. PCSO will retain ownership and title of the equipment.
- C. PCSO shall designate an authorized representative to grant requests, approve trained PPD personnel, and to ensure compliance with this MOU.

IV. ROUTINE MAINTANCE:

PCSO shall pay for the routine maintenance of the Scanner. Routine maintenance does not include repairs for specific incidents of damage or costs relating to loss. PCSO makes no guarantee or warranty to PPD as to the functionality or condition of the Scanner and further makes no representation as to the duration of time in which the PSCO will continue to possess Scanner.

V. TERM/TERMINATION:

Unless sooner terminated as provided herein, the term of this MOU shall commence on October 10, 2022 and shall continue on a month-to-month basis until such time as a party decides to terminate this agreement. Either party hereto may terminate this Agreement at any time and for any reason by giving thirty (30) days prior written notice to the other party. Additionally, if PPD fails to perform any of the conditions of this Agreement, PCSO may terminate this Agreement and PPD's right to use of the property hereunder, and immediately repossess the property without prior demand on or notice to PPD.

VI. DISCLAIMER OF WARRANTY:

County has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition of the equipment.

VII. INSURANCE:

PPD is a self-insured entity in compliance with Colorado law.

VIII. LIABILITY:

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, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. 2671, *et seq.* as applicable as now or hereafter amended.

IX. NOTICES:

All notices to be given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class, United States mail, postage prepaid to the other party at the following addresses:

City of Pueblo
Pueblo Police Department
Attn: Chief of Police
200 S. Main Street
Pueblo, Colorado 81003

And

Pueblo County Sheriff's Office
Attn: Captain Shelley Bryant
909 Court Street
Pueblo, Colorado 81003

X. RELATIONSHIP:

Nothing in this MOU is intended to, or shall be deemed to constitute, a partnership or joint venture between the parties, or to create any agency or partner relationship between the parties. Neither party shall hold itself out as a partner, joint venture, agent, or representative of the other under this MOU.

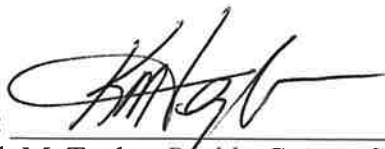
XI. SIGNATURES:

Each person signing this MOU 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 MOU on behalf of such party and that this MOU is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

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

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding the day and year first written above.

PUEBLO COUNTY, COLORADO

By: 
Kirk M. Taylor, Pueblo County Sheriff

CITY OF PUEBLO

By:  Barb Huber
Deputy Mayor
Nicholas A. Gradisar, Mayor



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO SCHOOL DISTRICT 60, DBA PUEBLO CITY SCHOOLS, AND THE CITY OF PUEBLO FOR THE SCHOOL RESOURCE OFFICER PROGRAM DURING THE PERIOD OF JANUARY 1 THROUGH DECEMBER 31, 2023, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The attached Agreement details the obligations and responsibilities of each entity (City of Pueblo and Pueblo City Schools) in regard to the School Resource Officer (SRO) Program for January 1, 2023 through December 31, 2023. It includes a compensation schedule, by Pueblo City Schools (PCS), to the City of Pueblo, that represents a 2.85% increase in revenue over the 2022 schedule. The increase is the result of a 7% pay raise that all officers will receive in 2023 and the corresponding benefit cost increases. Moreover, some SRO officers also received a salary step increase.

PREVIOUS COUNCIL ACTION:

On December 30, 2021, City Council approved Ordinance Number 10087 that provided for a similar agreement for the calendar year of 2022.

BACKGROUND:

This Ordinance approves an agreement between Pueblo School District 60, dba Pueblo City Schools, and the City of Pueblo regarding the School Resource Officer Program. This agreement is an extension of services that have been provided since 1999. In order to provide law enforcement assistance and safety enhancing services for Pueblo School District 60, dba Pueblo City Schools, and its students, the City shall designate 10 Police Officers to serve as School Resource Officers in the four District 60 high schools, five middle schools, and Paragon Learning Center. With the closure of Heroes Academy in 2020, the School Resource Officer assigned to Heroes Academy was transferred to Paragon Learning Center.

FINANCIAL IMPLICATIONS:

The City will see a 2.85% increase in total payments received from PCS in 2022

(increase of \$20,764.83 over the course of the agreement). The increase is primarily the result of all officers receiving a salary increase for 2023 and the resulting impact on benefit costs. The City will receive \$62,419.27 per month for the months of January through December of 2023. This compares to \$60,688.87 per month received in 2022. Total receipts in 2023 will be \$749,031.24 compared to \$728,266.39 received in 2022.

BOARD/COMMISSION RECOMMENDATION:

This Agreement has been approved by the Pueblo City Schools Board of Education. The Agreement was approved when it went before that Board at their meeting on October 25, 2022.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

This agreement is an extension of services that have been provided since 1999. Without this Agreement, there will be no School Resource Officers in the ten identified schools, or any of the Pueblo City Schools. The City of Pueblo would also be giving up \$749,031.24 in revenue absent this Agreement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2023 SRO Agreement with D60
2. Attachment No. 1 - 2023 SRO After School Activities

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO SCHOOL DISTRICT 60, DBA PUEBLO CITY SCHOOLS, AND THE CITY OF PUEBLO FOR THE SCHOOL RESOURCE OFFICER PROGRAM DURING THE PERIOD OF JANUARY 1 THROUGH DECEMBER 31, 2023, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to approve and enter into Agreements; and

WHEREAS, approval of the Agreement for the purposes for which it has been made is in the best interest of the City; NOW, THEREFORE,

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

SECTION 1.

The Agreement dated January 1, 2023 between Pueblo School District 60 and the City of Pueblo pertaining to the School Resource Officer Program during the period of January 1 through December 31, 2023, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 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 Agreement to implement the policies and procedures described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into effective as of January 1, 2023, by and between the Board of Education, Pueblo School District No. 60, Pueblo, Colorado dba Pueblo City Schools (hereinafter referred to as the “District”), 315 West 11th Street, Pueblo, Colorado, and the City of Pueblo, a Municipal Corporation, for and on behalf of its Police Department (hereinafter referred to as the “City”), 200 South Main, Pueblo, Colorado.

WHEREAS, City and District have for several years undertaken a cooperative and cost-shared program known as the School Resource Officer Program (hereinafter referred to as the “Program”), involving the placement of a City Police Officer in each of District’s high schools (grades 9 through 12) and District’s middle schools (grades 6 through 8) in order to enhance safety and reduce crime within the schools to provide other law enforcement assistance to students and their families, and to enable students to internalize and accept a positive presence as a societal norm; and

WHEREAS, City and District mutually desire to extend the Program, at the schools identified in this Agreement or subsequently agreed upon, through calendar year 2023, subject to annual appropriation; and

WHEREAS, the District has authority to enter an agreement with respect to the Program pursuant to law, including but not limited to §22-32-122 and §29-1-203, C.R.S.; and

WHEREAS, it is necessary and appropriate for the City and District to enter into a written agreement setting forth their respective obligations and other terms and conditions for the Program, including the agreement of the parties with respect to cost-sharing for the program.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, City and District agree as follows:

I. OBLIGATIONS OF CITY.

A. City shall designate certain City Police Officers, and a Police Sergeant, in the Pueblo Police Department (“Police Officers”) associated with the Program to utilize space to be provided by District at each of the following District schools, unless otherwise agreed: South High School, East High School, Centennial High School, Central High School, Pueblo Academy of Arts, Roncalli STEM Academy, Risley International Academy of Innovation, Heaton Middle School, Corwin International Magnet School, Paragon Learning Center (hereinafter collectively referred to as “Assigned Schools”). The City will designate a total of ten Police Officers and one Police Sergeant in order to provide law enforcement assistance and safety enhancing services for the District and its students. The designated Police Officers may also develop and conduct additional programs, which serve the purposes of the Program; provided that the nature of such additional programs shall be approved in advance by the District. The District is familiar with the services and activities currently being conducted under the Program at the Assigned Schools and agrees that these services and activities may be undertaken at the Assigned Schools. The designated Police Officers will, at all times during the effective term of this Agreement, remain employees of City. City will be responsible for providing such individual(s) with payment of wages, health care benefits, and Workers’ Compensation Insurance (including occupational disease) in accordance with applicable workers’ compensation laws, FICA, and other requirements of law. Such Police Officers shall report to the City’s assigned Program supervisor in the performance of services

under this Agreement. City may, from time to time, reassign its employees and designate one or more replacement school resource Police Officers at any time.

B. The City shall also respond to and handle non-emergency calls at other schools of the District where there is not an assigned Police Officer and, to the extent reasonably possible, will dispatch a Police Officer from an Assigned School to do so. In order to facilitate notifying the City's Program Supervisor or his or her backup of a need for response to a school, the City will provide the District with a "contact or phone tree." The Police Sergeant will also provide support for the District's elementary schools to the extent that his/her services are not required at other Assigned Schools.

C. It is commonly recognized that Police Officers are required to maintain their efficiency and expertise through ongoing in-service and periodic specialized training courses. These training courses occasionally necessitate the officer being away from his or her Assigned School(s) for varied periods of time. In cases where the training is limited to five consecutive (5) days or less, the SRO Supervisor will rotate the existing remaining Police Officers to cover the shortage at the school affected by the training absence. In cases where the training absence is more than five consecutive (5) days, the City will provide a "substitute" Police Officer to cover the absence(s).

D. Similarly, Police Officers may not be available due to sick, injury, military or other types of leave, including scheduled vacation. In cases where the leave or vacation is limited to five consecutive (5) days or less, the Program Supervisor will rotate or temporarily reassign the existing remaining Police Officers associated with the Program to cover the shortage at the Assigned School affected by the absence, so that the Assigned School is not completely left without coverage. In addition, an appropriate credit in the District's ensuing month's payment under Subparagraph II. C. (a) below will be made for any Police Officer who is absent during a month for more than two consecutive (2) days, but less than five consecutive (5) days, and such absence was prearranged so that he/she could engage in activities other than those provided under this Agreement such as training, SWAT commitments, school closures, etc. Such credit will be given to the District at the rate of \$287.28¹ per day. In no event shall a credit be given for more than three (3) days for each period of Police Officer absence. In cases where the absence is more than five consecutive (5) days, the City will provide a "substitute" Police Officer to cover the absence(s).

E. When a substitute Police Officer is required, the City will be cognizant in its selection of the desirability of utilizing Police Officers who have previous experience as a School Resource Officer ("SRO") or are otherwise compatible for school environments. In addition and in order to provide a more consistent atmosphere, the City will, when reasonably possible, utilize the same officers for substitute purposes, rather than providing a different substitute officer every day.

F. After-School Activities: Each school, normally covered by a Police Officer, participates in annually recurring events that generally occur outside the normal school hours (After School Activities). Each School's assigned Police Officer may be asked to attend certain After School Activities. The City authorizes the applicable Police Officers to attend After School Activities set forth in Attachment No. 1.

¹ Daily credit is calculated as follows: \$749,031.22 / 10 (SROs) = \$74,903.12 (avg salary) / 12 (months) = \$6,241.93 / 173.83 (hours per month) = \$35.91 (hourly) x 8 (hours per day) = \$287.28 credit per day.

G. Notwithstanding anything contained herein to the contrary, any liability of the City hereunder shall be subject to the conditions precedent and limits on liability set forth in the Colorado Governmental Immunity Act.

H. The parties understand and agree that City shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of the District, and shall be responsible in accordance with law for all withholding taxes, social security, unemployment, workers' compensation, and/or other employment taxes with respect to its employees, and shall indemnify and hold the District harmless from and against any and all claims for the same.

I. All records of police reports and citations associated with the Police Officer duties will be maintained by the Pueblo Police Department and will comply with the school reporting requirements set forth in § 22-32-146, C.R.S.

II. OBLIGATIONS OF THE DISTRICT.

A. The District shall designate an office space at each high school and each middle school mutually agreed upon by City and the Principal, and will provide such space, including light and heat, at no charge to City, for the exclusive use of City's Police Officers. District shall also furnish, at District's expense, for the use of the assigned Police Officers at each school within the office space, the following items: one desk, three chairs, a telephone with at least one outside phone line, and a lockable three-drawer file cabinet which file cabinet shall be for the exclusive use of City's officers.

B. The designated office space shall be available to City's assigned Police Officers at all times when a school is open for educational or extracurricular activities. In addition, the District shall make reasonable effort to accommodate the City's need, in connection with the Program, to use such designated space at other hours when the school may not otherwise be open. Except in emergency circumstances, the District shall provide City at least 72-hour notification if the portion of the building allocated herein to City becomes temporarily unavailable.

C. The District will budget ten thousand dollars (\$10,000.00) ("Training Fund Monies") for potential use by the Police Officers associated with the Program to receive additional training and education during the year 2023. Training Fund Monies are intended to increase the skills of the Police Officers to meet the goals and needs of the Program and will not be used for "Basic School Resource Officer Training." All recognized and accredited school resource officer advanced training and educational opportunities which are directly related to the work performed for the Program shall be eligible. City shall submit proposed courses, programs, materials, or other opportunities to District for approval at least fifteen (15) business days prior to the proposed date of the training. District shall notify of its approval of the training in writing within ten (10) business days of receipt of the proposal, which approval shall not be unreasonably withheld so long as the training is to increase the basic skills of the Police Officer to perform his or her duties in the public school environment. Failure of the District to respond in writing within ten (10) business days shall be deemed unconditioned approval for the training. District shall promptly pay invoices for training directly to the vendor or other provider. Travel expenses, including but not limited to meal stipend, gas mileage, and other ancillary costs shall be eligible for payment or reimbursement subject to the overall budget established by District under this Paragraph II.C. If District fails to promptly pay an invoice directly to a provider within forty-five (45) days after submission by City, City may pay the vendor and present to District an invoice requesting reimbursement, which shall be paid by District within thirty (30) days of the date of City's invoice.

D. (1) District shall promptly pay for District's share of Program costs within fifteen (15) days of the date of the invoice from the City as follows:

(a) For the City's ten (10) Police Officers and one (1) Police Sergeant in Assigned Schools, \$62,419.27 per month for the months of January through December, 2023.

(b) If District defaults in any monthly payment of its share of Program costs, City may terminate this Agreement upon ten (10) days prior written notice.

(2) Both District and City are political subdivisions of the State of Colorado. City's Fiscal Year ends on December 31 of each calendar year, and District's Fiscal Year ends on June 30 of each calendar year. If either party does not appropriate sufficient funds to fulfill its cost sharing obligation under this Agreement for any Fiscal Year, then that party shall promptly notify the other party of such non-appropriation at least thirty (30) days prior to the end of the then expiring fiscal year and this Agreement shall be terminated effective upon expiration of the Fiscal Year (of the party that does not appropriate sufficient funds) in respect of which sufficient funds to make cost sharing payment were last appropriated.

(3) In the event of an early termination of this Agreement under this section II.D. of this Agreement, any obligation of City to furnish Police Officers for the Program at District's schools shall cease.

D. Notwithstanding anything contained herein to the contrary, any liability of each of the parties hereto shall be subject to the conditions precedent and limits on the liability set forth in the Colorado Governmental Immunity Act.

E. The parties understand and agree that the District shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of City, and shall be responsible in accordance with law for all withholding taxes, social security, unemployment, workers' compensation, and/or other employment taxes with respect to its employees, and shall indemnify and hold City harmless from and against any and all claims for the same.

III. TERM/TERMINATION.

Unless sooner terminated as provided herein, this Agreement shall commence on January 1, 2023, and terminate on December 31, 2023. By October 15, 2023, City will notify District of its proposed terms for a successor agreement for the following calendar year. District will respond to City within thirty (30) days regarding its acceptance or rejection of City's proposed terms; any additional terms District wishes to revise, delete, or add; and District's proposed contract price. Thereafter, representatives from the City and the District agree to negotiate a successor agreement for the following calendar year within a reasonable time, but no later than December 31, 2023.

IV. THIRD-PARTY RIGHTS NOT CREATED.

This Agreement is not intended and shall not create any duty to any student, teacher, District employee, parent or any other person, firm or entity with regard to the provision of any law enforcement services, security, level of safety, or activities undertaken by City's officers or conditions resulting

therefrom. No student, teacher, District employee, parent or other person, firm or entity shall be granted or have any private right of action, claim or civil liability remedy against the City or the District, or their respective officers, employees or agents, by virtue of this Agreement. Nothing in this Agreement shall be construed to create any liability, or to waive any of the immunities, limitations on liability or other provisions of the Governmental Immunity Act, §24-10-101 *et seq.*, C.R.S., or to waive any immunities or limitations on liability otherwise available to the City, the District, or their officers, employees or agents.

V. OTHER.

A. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made by written document signed by the parties. Any delegation or assignment of this Agreement by either party, without the prior written consent of the other party, shall be void. This Agreement shall be governed by, and construed according to, the laws of the State of Colorado.

B. This Agreement is intended to govern the agreement of the parties only with respect to conduct of the Program in the District's Assigned Schools, and, subject to the provisions of Paragraph I.B., the District's elementary schools.

C. The District certifies that neither it nor any members of its Board of Education, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities undertaken with federal financial assistance pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. The District and the City further agree that each respectively shall avoid all conflicts of interest which are prohibited by applicable federal regulations.

D. The City shall perform periodic reviews of this agreement. The Pueblo Police Department shall be responsible for this review, which shall be performed on periodic basis, as requested by either party, by the School Resource Officer Sergeant, or otherwise as the Chief of Police shall designate, and shall include a representative of District, as designated by the Superintendent of Schools. The periodic review shall include, where appropriate, compliance with the terms and conditions of this agreement; identification of issues or problems and recommendations for improvement; and assessment of quality of services provided.

The parties agree always to be open to discussing any matter which may help maximize the positive effects of the services provided hereunder, or minimize its undesirable impacts. Nothing herein shall preclude a party from requesting the other party to initiate discussions regarding any provision herein, provided that this Agreement shall remain in effect during the period during which the parties are conducting such discussions. It is hereby understood that this clause subjects the parties to this Agreement to a simple obligation to consider in good faith any proposed modification(s) of this Agreement, subject to Article V, Section A. This Agreement shall remain unaltered and in force during any such period of consideration.

E. In the event this Agreement or any material provision hereof shall be declared to be invalid, unenforceable, or in violation of any applicable federal, state or local laws or regulations, the

parties will immediately begin negotiations to modify or amend this Agreement in order that this Agreement shall, as amended, express and contain the understanding and intentions of the parties.

F. The subject heading of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provisions.

G. Except as set forth elsewhere in this paragraph, all notices to be given under this Agreement shall be made in writing, and shall be sufficient if delivered personally, or mailed by First Class United States Mail, postage prepaid, to the other party at the following addresses:

If to the District:	Pueblo School District 60 Attention: Superintendent 315 W. 11 th Street Pueblo, CO 81003 Telephone: (719) 549-7100 charlotte.macaluso@pueblocitieschools.us
With a copy to:	Michael Bayer 315 W.11 th Street Pueblo, CO 81003 Director of School Culture, Wellness and Safety michael.bayer@pueblocitieschools.us
If to the City:	Pueblo Police Department Attention: Chief of Police 200 South Main Street Pueblo, CO 81003 Telephone: (719) 553-2420
With a copy to:	City of Pueblo Department of Law Attn: Police Legal Advisor 1 City Hall Place Pueblo, CO 81003 Telephone: (719) 562-3899

H. The District and the City shall comply with the provisions of applicable state and federal law, including the Family Education and Privacy Act of 1974 and its regulations, in providing access to and maintaining the confidentiality of student education records, personally identifiable information concerning students, and criminal justice agency records concerning students.

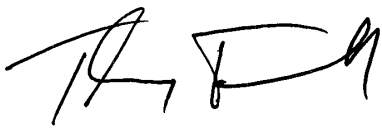
I. With regard to legal issues and contingencies, each signatory to this agreement acknowledges that they, and the other signatory, are subject to, and controlled by the provisions of the Colorado Governmental Immunity Act, Section 24-10-10 *et seq.*, C.R.S.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first written above.

BOARD OF EDUCATION, PUEBLO SCHOOL
DISTRICT NO. 60,
PUEBLO, COLORADO

CITY OF PUEBLO, a Municipal Corporation

By 

By _____
Mayor Nicholas A. Gradisar

President, Board of Education

Approved as to form:

Attest:



Richard Bump
Caplan and Earnest LLC
Attorneys for Pueblo School District No. 60

City Clerk

Approved as to form:

Lisa Macchietto
Assistant City Attorney

Attachment No. 1

2023 School Resource Officer Program After-School Activities

Each school, normally covered by a Police Officer of the Pueblo Police Department (PPD), participates in annually recurring events that generally occur outside the normal school hours (after school activities). The following activities are authorized for Police Officer participation, and services will be provided by PPD Police Officers, as directed below, by school.

The four (4) high schools generally require the following, however high school principals have the flexibility of scheduling up to a maximum of any five (5) after school activities. Those five (5) scheduled activities must be scheduled with the School Resource Officer Program Sergeant **no later than 30 days prior to the event in which a Police Officer is requested**. Under no circumstances will the PPD provide Police Officer services for more than the five (5) after school activities that are detailed. If the District desires more PPD Police Officer services than those detailed in this attachment, they may obtain those services by paying the extra duty rate for Police Officers, which is currently \$95.77 per hour, per officer.

Centennial High School

1. Bell Bash – event held night before bell game where community, parents, students attend
 - a. 1 officer
 - b. 5 hours maximum
2. Bell Game
 - a. 3 officers
 - b. 5 hours maximum
3. Prom and after Prom
 - a. 1 officer
 - b. 8 hours maximum
4. Homecoming Dance
 - a. 1 officer
 - b. 8 hours maximum
5. Graduation
 - a. 1 officer
 - b. 5 hours maximum

Central High School

1. Bell Bash – event held night before bell game where community, parents, students attend
 - a. 1 officer
 - b. 5 hours maximum
2. Bell Game
 - a. 3 officers
 - a. 5 hours maximum
3. Prom and after Prom
 - a. 1 officer

- b. 8 hours maximum
- 4. Homecoming Dance
 - a. 1 officer
 - b. 8 hours maximum
- 5. Graduation
 - a. 1 officer
 - b. 5 hours maximum

South High School

- 1. Cannon Bash – event held night before bell game where community, parents, students attend
 - a. 1 officer
 - b. 5 hours maximum
- 2. Cannon Game
 - a. 3 officers
 - b. 5 hours maximum
- 3. Prom and after Prom
 - a. 1 officer
 - b. 8 hours maximum
- 4. Homecoming Dance
 - a. 1 officer
 - b. 8 hours maximum
- 5. Graduation
 - a. 1 officer
 - b. 5 hours maximum

East High School

- 1. Cannon Bash – event held night before bell game where community, parents, students attend
 - a. 1 officer
 - b. 5 hours maximum
- 2. Cannon Game
 - a. 3 officers
 - b. 5 hours maximum
- 3. Prom and after Prom
 - a. 1 officer
 - b. 8 hours maximum
- 4. Homecoming Dance
 - a. 1 officer
 - b. 8 hours maximum
- 5. Graduation
 - a. 1 officer
 - b. 5 hours maximum

The five (5) middle schools generally require the following, however middle school principals have the flexibility of scheduling up to a maximum of any five (5) after school activities. Those five (5) scheduled activities **must be scheduled with the School Resource Officer Program Sergeant no later than 30 days prior to the event in which a Police Officer is requested.** Under no circumstances will the PPD provide Police Officer services for more than the five (5) after school activities that are detailed. If the District desires more PPD Police Officer services, than those detailed in this attachment, they may obtain those services by paying the extra duty rate for Police Officers, which is currently \$95.77 per hour, per officer.

Corwin Middle School

1. Open house for new students, parents, community
 - a. 1 officer
 - b. 2 hours
2. 8th Grade Graduation/Continuum
 - a. 1 officer
 - b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours

Paragon Learning Center

1. Open house for new students, parents, community
 - a. 1 officer
 - b. 2 hours
2. 8th Grade Graduation/Continuum
 - a. 1 officer
 - b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours

Heaton Middle School

1. Open house for new students, parents, community
 - a. 1 officer
 - b. 2 hours
2. 8th Grade Graduation/Continuum
 - a. 1 officer
 - b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours

Pueblo Academy of Arts

1. Open house for new students, parents, community
 - a. 1 officer
 - b. 2 hours
2. 8th Grade Graduation/Continuum
 - a. 1 officer
 - b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours

Risley Middle School

1. Open house for new students, parents, community
 - a. 1 officer
 - b. 2 hours
2. 8th Grade Graduation/Continuum
 - a. 1 officer
 - b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
4. Carnival, Sporting Event or other similar after school activity

- a. 1 officer
 - b. 2 hours
- 5. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours

Roncalli Middle School

- 1. Open house for new students, parents, community
 - a. 1 officer
 - b. 2 hours
- 2. 8th Grade Graduation/Continuum
 - a. 1 officer
 - b. 2 hours
- 3. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
- 4. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
- 5. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours

End of attachment.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE MAKING APPROPRIATION FOR THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS, AND CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2023 AND ADOPTING THE BUDGET FOR THE YEAR 2023

SUMMARY:

The City charter requires that the City Council, through the adoption of the budget, approve all City expenditures. The annual budget sets forth a plan for the 2023 expenditures. Provided in this Ordinance is the Mayor's recommended budget.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

This budget as originally presented to the City Council and the citizens of Pueblo on October 11, 2022, set forth a plan whereby the City will expend all anticipated general fund revenues and an additional \$16,109,859 of funds from reserves. Based on Council recommendations, changes were made, and the budget now includes the use of \$16,851,009 of additional funds from reserves, for the operations of the City for the year 2023. The Council designated minimum reserve will be equal to 12% of the annual General Fund expenditures and transfers out for the fiscal year 2023. The budget document includes total spending from the General Fund in the amount of \$134,224,322, requiring \$16,851,009 from reserves in order to provide safe and reliable services for the benefit of the citizens of the City of Pueblo.

FINANCIAL IMPLICATIONS:

See background.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

The recommended budget has been available on the City's web site, as well as at the Rawlings library location since October 11, 2022. In addition, per the requirements of Section 7-9 of the Charter for the City of Pueblo, a public hearing was held in the Council Chambers during the regular meeting of the City Council on October 24, 2022.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE MAKING APPROPRIATION FOR THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS, AND CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2023 AND ADOPTING THE BUDGET FOR THE YEAR 2023

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

SECTION 1.

The budget for the fiscal year 2023, as proposed by the Mayor and as amended by the City Council, the original of which is on file with the Director of Finance, is incorporated herein in full, and hereby approved and adopted.

SECTION 2.

The General Fund Revenue for Fiscal Year 2023 is hereby estimated, and the General Fund Appropriation by Department for Fiscal Year 2023 is hereby made as follows:

REVENUE BY SOURCE	AMOUNT	APPROPRIATION DEPARTMENT	BYAMOUNT
Taxes	102,092,312	General Government	17,081,404
Licenses & Permits	999,700	Police	34,924,051
Intergovernmental	3,349,020	Fire	23,448,512
Charges for Service	4,804,841	Public Works	10,041,636
Fines & Forfeits	1,536,300	Parks	7,654,643
Other Revenue	694,695	Non-Departmental	8,499,777
Transfers In	3,896,445	Transfers Out	32,585,549
Fund Balance Reserves	16,862,259		
General Fund Total	134,235,572	General Fund Total	134,235,572

SECTION 3.

Revenue is hereby estimated, and appropriations hereby made for the Fiscal Year 2023 for all other Funds of the City of Pueblo as follows:

OTHER FUNDS	REVENUE	APPROPRIATION
INTERGOVERNMENTAL	6,698,469	6,698,469
 SPECIAL CHARGES	 5,672,247	 5,672,247
 SPECIAL DISTRICT	 668,542	 668,542
 OTHER SPECIAL REVENUE	 355,507	 355,507
 HUD GRANTS	 2,662,150	 2,662,150

STIMULUS GRANTS	29,200	29,200
PUBLIC IMPROVEMENTS	22,855,402	22,855,402
DEBT SERVICE FUND	3,569,319	3,569,319
ECONOMIC DEVELOPMENT TAX	14,511,642	14,511,642
POLICE SAFETY TAX	7,537,817	7,537,817
ELMWOOD GOLF COURSE	1,777,351	1,777,351
WALKINGSTICK GOLF COURSE	1,422,294	1,422,294
HONOR FARM PROPERTIES	134,898	134,898
MEMORIAL HALL	1,754,829	1,754,829
MEMORIAL AIRPORT	2,319,989	2,319,989
PUEBLO TRANSIT	6,305,936	6,305,936
PARKING FACILITIES	797,180	797,180
WASTEWATER ENTERPRISE	30,505,697	30,505,697
STORMWATER UTILITY	6,389,608	6,389,608
INTERNAL SERVICE FUNDS	19,731,096	19,731,096

SECTION 4.

On November 3, 2020, the electors of the City of Pueblo, Colorado enacted Ordinance No. 9764, providing for a one-half cent sale and use tax rate increase for a five-year period ending on December 31, 2026, and pledging the revenue therefrom for job creating capital improvement projects. The anticipated revenue from this tax rate increase and the investment income thereon, for the Fiscal Year 2021 is \$14,511,642 and the full amount thereof, plus any amount available in the fund balance, is hereby appropriated for projects to be determined by the Mayor and City Council.

SECTION 5.

It is the policy of the City Council to accumulate and maintain a General Fund reserve. Effective with the adoption of the FY 2023 budget, this reserve amount will be equal to 12% of the annual General Fund expenditures and transfers out.

SECTION 6.

Authorized staff positions within all departments of the City, as well as the salaries, therefore, are approved and adopted by separate Ordinances. All information pertaining to staffing and salary included in the budget document incorporated herein is solely for the purpose of providing additional information to the user of the document.

SECTION 7.

Pursuant to Section 7-12 and 7-13 of the Charter of the City of Pueblo, the Mayor is

hereby authorized to maintain budgetary control over approved allotments within each department by classification of expenditure category, rather than line item.

SECTION 8.

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

SECTION 9.

No expenditures shall be made, or warrants issued against any monies appropriated, except in strict conformity with the Charter of the City of Pueblo and in accordance with the provisions of this Ordinance.

SECTION 10.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on October 24, 2022.

Final adoption of Ordinance by City Council on November 14, 2022.

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
of the Pueblo Street Repair Utility Enterprise**

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council
VIA: Marisa Stoller, City Clerk
FROM: Mayor Nicholas A. Gradisar
SUBJECT: AN ORDINANCE SUSPENDING THE PAYMENT OF THE MONTHLY STREET REPAIR UTILITY SERVICE CHARGES FOR TWELVE CONSECUTIVE MONTHS BEGINNING WITH EACH UTILITY CUSTOMER'S JANUARY, 2023 UTILITY BILL

SUMMARY:

This proposed Ordinance suspends the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January, 2023 utility bill.

PREVIOUS COUNCIL ACTION:

The Pueblo Street Repair Utility Enterprise ("Enterprise") was created on December 26, 2017 by Ordinance No. 9217. On May 14, 2018, by Ordinance No. 9278, the City entered into an intergovernmental agreement with the Board of Water Works regarding the billing and collection of the Enterprise's monthly service fees. On October 9, 2018, by Ordinance No. 9353, Council set the Enterprise's initial monthly service fees which went into effect February 1, 2019. On August 26, 2019, by Ordinance No. 9534, City Council established the current street repair fees which went into effect on October 1, 2019.

On November 22, 2021, by Ordinance No. 10046, City Council suspended the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January, 2022 utility bill.

BACKGROUND:

Section 12-11-6 Pueblo's Municipal Code authorizes City Council, as the *ex officio* governing board of the Enterprise, to establish monthly street repair utility service charges. This proposed Ordinance suspends payment of the Enterprise's monthly service fees for 12 consecutive months.

FINANCIAL IMPLICATIONS:

The suspension of the payment of utility fees would result in a projected loss of revenue for the Enterprise of approximately \$2.8 million in 2023.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A no-action alternative would cause the Enterprise's street repair rates to be automatically reinstated beginning with each utility customer's January, 2022 utility bill.

RECOMMENDATION:

Approval of this Ordinance.

Attachments: Proposed Ordinance.

ORDINANCE NO. _____

AN ORDINANCE SUSPENDING THE PAYMENT OF THE MONTHLY STREET REPAIR UTILITY SERVICE CHARGES FOR TWELVE CONSECUTIVE MONTHS BEGINNING WITH EACH UTILITY CUSTOMER'S JANUARY, 2023 UTILITY BILL

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

SECTION 1.

The payment of monthly street repair utility service charges to the City of Pueblo's Street Repair Utility Enterprise shall be and hereby are suspended for 12 consecutive months, beginning with each utility customer's January, 2023 utility bill.

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.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

- ☐ Approved on _____.
- ☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$818,080 TO K. R. SWERDFEGER CONSTRUCTION, INC., AND SETTING FORTH \$163,616 FOR CONTINGENCIES, FOR PROJECT NO. 22-061 (WW1901) 2022 NORTH ELIZABETH UPSIZING REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This resolution awards a construction contract to K.R. Swerdfeger Construction, Inc. for Project No.22-061 (WW1901), FY2022 North Elizabeth Upsizing Rehabilitation Project located south of Highway 50 and west of I-25 North.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project, located south of Highway 50 and west of I-25 North, consists of installing new sanitary sewer mains and manholes, removing, and replacing existing sanitary sewer mains and manholes, as well as other related items.

The sewer mains in the North Elizabeth Street have recently experienced overflow issues due to sags in the pipe coupled with the development of various commercial and industrial businesses to the north and west of the project site. Therefore, the existing 8-inch sanitary sewer mains need to be upsized to a 12-inch pipe so that overflows will not occur. However, upsizing existing sanitary sewer mains to 12-inch diameter will require extensive surface improvements in addition to major traffic disruption in the North Elizabeth Street, which will significantly increase the cost of the project. Therefore, instead of upsizing the existing mains in the North Elizabeth Street, the flow will be redirected to the existing sewer main in the frontage road located south of Highway 50 and west of I-25 North.

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at \$818,080.00 with contingencies of \$163,616. Funds are available from the Sewer User Funds and have been budgeted and appropriated to Project No. 22-061 (WW1901).

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:**Alternative No. 1 – No Action**

The Wastewater Department would take no action. The sewer mains could continue to have overflow issues and could endanger public health whereby an emergency repair would be required. The Wastewater Department could also risk violating its discharge permit if chronic sanitary sewer overflows occur.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 11-14-22 22-061 FY2022 North Elizabeth Upsizing Rehabilitation Project Attachment

RESOLUTION NO. 15057

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$818,080 TO K. R. SWERDFEGER CONSTRUCTION, INC., AND SETTING FORTH \$163,616 FOR CONTINGENCIES, FOR PROJECT NO. 22-061 (WW1901) 2022 NORTH ELIZABETH UPSIZING REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for PROJECT NO. 22-061 (WW1901), FY2022 North Elizabeth Upsizing Rehabilitation Project have been received and examined; and

WHEREAS, the proposal of K.R. Swerdfeger Construction, Inc. of Pueblo, Colorado was the lowest of those bids determined to be responsible, and the Committee of Awards recommends to the City Council that it authorize PROJECT NO. 22-061 (WW1901) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes PROJECT NO. 22-061 (WW1901), FY2022 North Elizabeth Upsizing Rehabilitation Project, to be performed, and the contract for said project is hereby awarded to said bidder in the amount of \$818,080.00.

SECTION 2.

Funds for PROJECT NO. 22-061 (WW1901) shall be from Sewer User Funds.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work.....\$163,616.

SECTION 5.

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

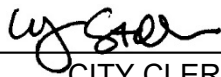
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 14, 2022

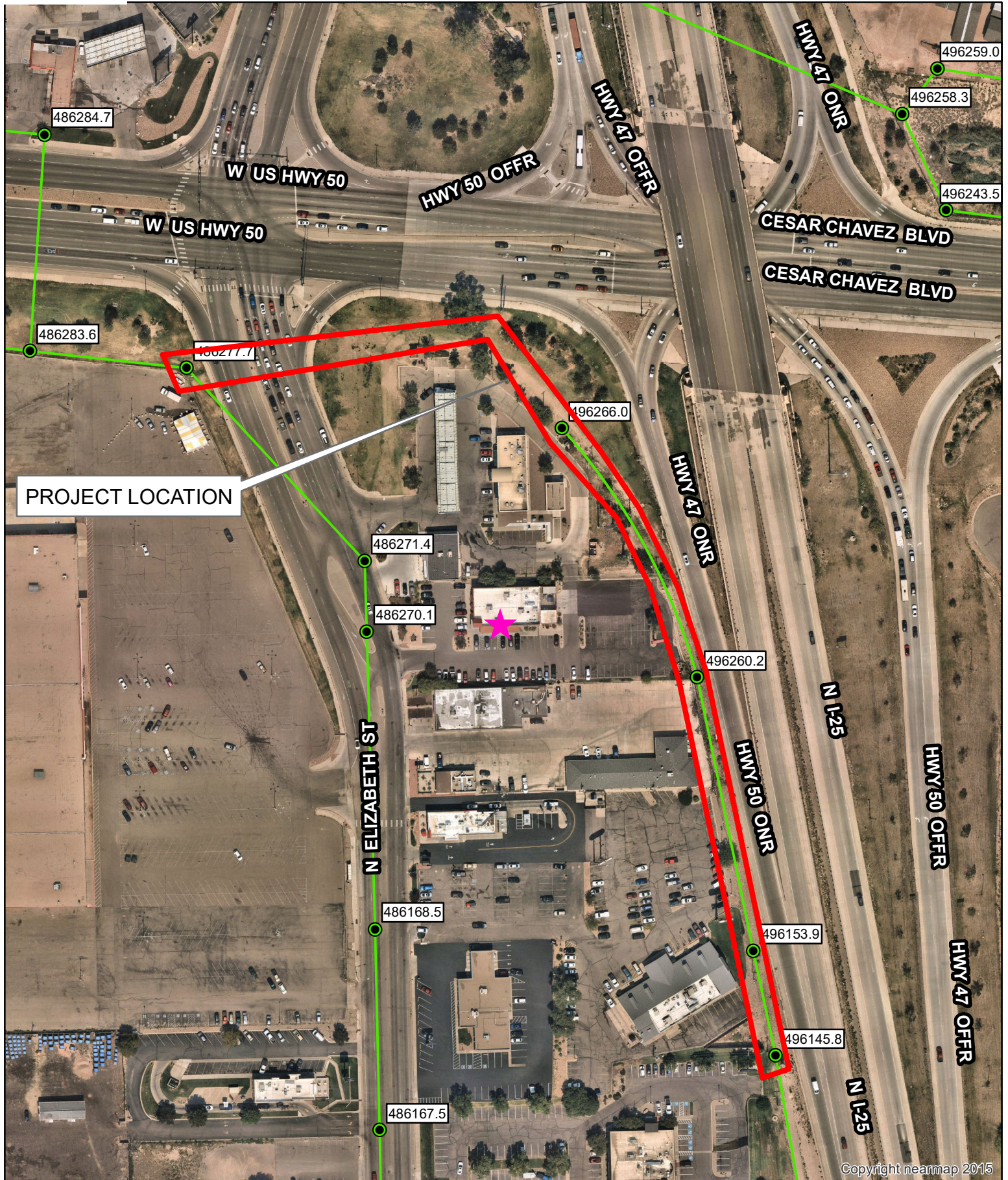
BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Bid: 22-061 2022 North Elizabeth Upsizing Rehabilitation Project				K.R. Swerdfeger Construction, LLC
Opening Date: October 25, 2022 Time: 10:00:00 AM				
Item	Description	Estimated Quantity		
1	Install 14" HDPE Pipe by Horizontal Directional Drilling	271	Unit Price	300.00
			Amount	81,300.00
2	Remove & Replace 8" VCP to 14" HDPE Pipe by Horizontal Directional Drilling	522	Unit Price	400.00
			Amount	208,800.00
3	Install 12" PVC Pipe	305	Unit Price	350.00
			Amount	106,750.00
4	Remove & Replace 8" VCP to 12" PVC Pipe	383	Unit Price	360.00
			Amount	137,880.00
5	Remove & Replace 48" Manhole	3	Unit Price	12,000.00
			Amount	36,000.00
6	Install 48" Manhole	2	Unit Price	7,000.00
			Amount	14,000.00
7	Abandon 48" Manhole	1	Unit Price	2,500.00
			Amount	2,500.00
8	Epoxy 48" Manhole	51	Unit Price	300.00
			Amount	15,300.00
9	Reinstate Services	17	Unit Price	3,500.00
			Amount	59,500.00
10	Riprap (River Rock)	53	Unit Price	150.00
			Amount	7,950.00
11	Bypass Pumping	1	Unit Price	50,000.00
			Amount	50,000.00
12	Remove Ground Water	1	Unit Price	100.00
			Amount	100.00
13	Tracer Wire Installation	1	Unit Price	3,000.00
			Amount	3,000.00
14	Traffic Control	1	Unit Price	15,000.00
			Amount	15,000.00
15	Mobilization	1	Unit Price	80,000.00
			Amount	80,000.00
Grand Total Bid				\$818,080.00

N ELIZABETH UPSIZING REHABILITATION PROJECT LOCATION MAP





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: A RESOLUTION ESTABLISHING PROJECT NUMBER PST2202, AND AUTHORIZING THE TRANSFER OF \$1,078,000 FROM THE PUBLIC SAFETY SALES TAX ACCOUNT INTO PROJECT NUMBER PST2202 FOR THE PURPOSE OF PURCHASING NEW MARKED POLICE VEHICLES

SUMMARY:

This resolution establishes Project No. PST2202 to purchase thirteen (13) marked police vehicles and upfit them with the required emergency equipment. These vehicles will be marked and upfitted police supervisor vehicles.

PREVIOUS COUNCIL ACTION:

On May 29, 2018, Council passed Ordinance No. 9280 which approved the purchase of 27 new marked police units from the Public Safety Sales Tax Fund.

BACKGROUND:

This project will dedicate 2B funds to be used towards the purchase of thirteen (13) marked units that will replace thirteen currently marked supervisor units. The current supervisor units are at least ten years old and are at the end of their life with some of them having already been decommissioned.

The primary reason is high maintenance costs. These are older units with mechanical issues that can no longer be trusted for police use. The age, the high mileage and the type of heavy consistent use these vehicles endure cause wear and tear on the marked units. The repair costs on these older units are expensive and a new police unit would not require the same high level of repair costs.

FINANCIAL IMPLICATIONS:

The total cost of this project is \$1,078,000.00. This project is being funded in the following manner. The addition of the 13 marked units will be purchased with PSST, Public Safety Sales Tax, funds in the amount of \$872,352.00. An additional \$205,648 of PSST funds is needed to upfit the vehicles for marked patrol use.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If City Council does not approve this Resolution, the project will be cancelled. Not having the correct number of marked units available for staffing levels will have a direct impact on calls for service, causing an increase of call volume due to slower response times and may have a detrimental impact on public safety.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15058

A RESOLUTION ESTABLISHING PROJECT NUMBER PST2202, AND AUTHORIZING THE TRANSFER OF \$1,078,000 FROM THE PUBLIC SAFETY SALES TAX ACCOUNT INTO PROJECT NUMBER PST2202 FOR THE PURPOSE OF PURCHASING NEW MARKED POLICE VEHICLES

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project No. PST2202 for Police Marked Unit Purchase and Replacement Project is hereby established.

SECTION 2.

Funds in the amount of \$1,078,000.00 are hereby authorized to be transferred and expended from the Public Safety Sales Tax Fund to Project No. PST2202, and made available out of said project.

SECTION 3.

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

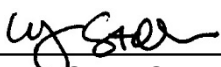
SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: November 14, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE LATINO CHAMBER DEVELOPMENT FOUNDATION IN THE AMOUNT OF \$1,025 TO SUPPORT THE 11TH ANNUAL "FESTIVAL OF TREES" EVENT ON THURSDAY, DECEMBER 8, 2022, AT 5 PM AT THE PUEBLO UNION DEPOT

SUMMARY:

Attached for consideration is a request for support of the 11th Annual "Festival of Trees" event on Thursday, December 8, 2022, at 5 pm at the Pueblo Union Depot with a gold sponsorship and decorated tree.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Sarah Martinez is requesting \$1,025 to sponsor the 11th Annual "Festival of Trees" event on Thursday, December 8, 2022, at 5 pm at the Pueblo Union Depot with a gold sponsorship and decorated tree. This Holiday Happy Hour is an excellent opportunity to educate and inform the Pueblo business community and it's also a great event to mix and mingle in a relaxed, social environment. A portion of the night's proceeds will benefit United Way of Pueblo County.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,025 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the Latino Chamber Development Foundation.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this event.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. 2022 Contingencies (Council) Festival of Trees
2. Festival of Trees Sponsorship Letter 2022

RESOLUTION NO. 15059

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE LATINO CHAMBER DEVELOPMENT FOUNDATION IN THE AMOUNT OF \$1,025 TO SUPPORT THE 11TH ANNUAL "FESTIVAL OF TREES" EVENT ON THURSDAY, DECEMBER 8, 2022, AT 5 PM AT THE PUEBLO UNION DEPOT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,025 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to Pueblo Latino Chamber Foundation to support the 11th Annual "Festival of Trees" event on Thursday, December 8, 2022, at 5 pm at the Pueblo Union Depot.

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 implement the policies and procedures described herein.

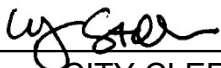
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: November 14, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

DATE	BALANCE IN 2022 CONTINGENCIES ACCOUNT	DEBIT	CREDIT	BALANCE
	Beginning Balance			\$ 100,000.00
1/24/22	Pueblo United Way Mentoring Collaborative Community Event	\$ 500.00		\$ 99,500.00
1/24/22	PAACO Annual Stars and Lights Dinner & Dance	\$ 750.00		\$ 98,750.00
2/14/22	Boys and Girls Club Champions of Youth Dinner Table	\$ 1,350.00		\$ 97,400.00
2/14/22	Latino Chamber Annual Dinner Table	\$ 950.00		\$ 96,450.00
2/28/22	Memorial Bench for Renee F. Dominguez	\$ 1,600.00		\$ 94,850.00
2/28/22	Summer Solstice Arkansas River Event	\$ 500.00		\$ 94,350.00
3/14/22	Pueblo Has Talent - Use of Memorial Hall	\$ 5,189.70		\$ 89,160.30
3/14/22	Child Advocacy Center's Blue Tie Gala Table	\$ 1,200.00		\$ 87,960.30
3/28/22	AMR Safety Jam	\$ 1,000.00		\$ 86,960.30
3/28/22	Southern Colorado Press Club Sheep Dip	\$ 500.00		\$ 86,460.30
4/11/22	CSU Pueblo President's Gala	\$ 1,500.00		\$ 84,960.30
4/11/22	Trees Please Dutch Clark Renovation Project	\$ 5,000.00		\$ 79,960.30
5/9/22	Latino Veterans Profiles in Courage Ceremony	\$ 2,000.00		\$ 77,960.30
5/9/22	Parkview Ladies and Lemons Event	\$ 500.00		\$ 77,460.30
5/9/22	Pueblo Downtown Association Levee Walk	\$ 700.00		\$ 76,760.30
5/9/22	Dogpatch Cleanup/Recycling 3RTS Inc.	\$ 500.00		\$ 76,260.30
5/9/22	Goodnight Barn Chuck Wagon Rendeuous	\$ 15,000.00		\$ 61,260.30
5/23/22	Southern Colorado Equality Alliance LGBTQ+ Pride Event	\$ 1,500.00		\$ 59,760.30
5/23/22	Rollin on the Riverwalk HARP Event	\$ 9,000.00		\$ 50,760.30
6/13/22	2022 Leadership Pueblo Project	\$ 300.00		\$ 50,460.30
6/27/22	Pueblo Symphony Season Support	\$ 294.32		\$ 50,165.98
7/25/22	Assistance League Holiday Event	\$ 1,000.00		\$ 49,165.98
7/25/22	United Way / SoCoYoGo App	\$ 2,500.00		\$ 46,665.98
8/22/22	United Way Campaign Kickoff Luncheon Table Sponsor	\$ 500.00		\$ 46,165.98
8/22/22	Pueblo County Courthouse Lighting Ceremony	\$ 500.00		\$ 45,665.98
8/22/22	Ybarra's Boxing Showcase	\$ 1,500.00		\$ 44,165.98
9/12/22	Latino Chamber Lifetime Achievement Award Ceremony Table	\$ 750.00		\$ 43,415.98
9/12/22	Pueblo Chile Balloon Fiesta	\$ 2,500.00		\$ 40,915.98
9/12/22	Song of Pueblo	\$ 3,000.00		\$ 37,915.98
9/12/22	District 60 Education Foundation Cornhole at the Dutch	\$ 1,000.00		\$ 36,915.98
9/26/22	Damon Days Event/Historic Pueblo Inc	\$ 1,000.00		\$ 35,915.98
9/26/22	NAACP Banquet	\$ 700.00		\$ 35,215.98
9/26/22	Scott Richards Scholarship - PCC	\$ 2,000.00		\$ 33,215.98
9/26/22	Scott Richards Broadcast Room Plaque	\$ 26.50		\$ 33,189.48
9/26/22	Parade of Lights - Downtown Association	\$ 1,000.00		\$ 32,189.48
9/26/22	Downtown Association - Holiday Lighting Downtown	\$ 2,832.88		\$ 29,356.60
10/11/22	Parkview event "Mammos & Mimosas"	\$ 350.00		\$ 29,006.60
10/11/22	Pueblo Choral Society Holiday Performance	\$ 5,000.00		\$ 24,006.60
10/11/22	Multicultural Festival	\$ 1,500.00		\$ 22,506.60
10/11/22	Returned to Account via Ordinance 10303		\$15,000.00	\$ 37,506.60
11/14/22	Latino Chamber Festival of Trees	\$ 1,025.00		\$ 36,481.60
				\$ 36,481.60
				\$ 36,481.60



United Way
of Pueblo County



Festival of Trees

Decorating Competition and Auction

Dear Community Leader,

For several years, the **Latino Chamber of Commerce** and **United Way of Pueblo County** have partnered in a fun, creative way to make a difference in our community during the magical holiday season. **The Latino Chamber Holiday Happy Hour & 11th Annual Festival of Trees will be held Thursday, December 8th from 5:00pm – 8:00pm at the Pueblo Union Depot.**

This event has become an annual tradition for so many because it brings people together for a great cause and allows us to celebrate Christmas early. As the holiday season rapidly approaches, we take a moment to reflect on the many aspects of our community that we are thankful for. We have the pleasure of seeing the amazing work done each and every day to benefit our community. People such as yourself lending a hand to lift someone up in need, leading our youth to positive accomplishments, supporting and promoting our business community, and much more. At the same time, we know there are challenges that impact many. It is perhaps this time of year when those challenges are most apparent from working households struggling to keep the lights and heat on during the cold winter months to a family feeling added stress with no money for a holiday meal or to provide their child a gift for Christmas.

By joining us in celebration of this annual event, you not only promote your organization, but you are also helping to make an impact. **With a portion of the proceeds benefiting United Way of Pueblo County, you will be part of impacting the lives of thousands of children, families, and individuals most in need in our community.** A note from one of those who was helped by your generosity: *"A lot of times, at the end of the month, we are struggling. Our kids are at the last of the peanut butter and jelly. I come to the Cooperative Care (a United Way funded agency) because they help us with some food to get by and I can make sure my kids eat. They give us enough food to eat until I can get some."* By getting involved in this event, you are spreading joy and providing hope to individuals and families across our community, friends, family, and neighbors.

How you can get involved:

- ☐ Join us as a sponsor (opportunities enclosed)
- ☐ Decorate or create a unique tree, wreath, or basket to be auctioned during the happy hour as a part of Festival of Trees Decorating Competition and Auction (additional details included)
- ☐ Attend this incredible holiday event! RSVP to 719-542-5513 by December 5th

For more information, contact the Latino Chamber Office at 719-542-5513 or office@pueblolatinochamber.com. We hope you will consider joining us and look forward to seeing you on December 8th!

Warmest greetings of the season,

Noah Commerford, Event Co-Chair
President & CEO
Latino Chamber of Commerce

Shanna M. Farmer, Event Co-Chair
President & CEO
United Way of Pueblo County

Our Holiday Happy Hour, one of the largest happy hours of the year, is an excellent opportunity to educate and inform the Pueblo business community about product(s) and/or service(s) you offer. It's also a great event to mix and mingle in a relaxed, social environment. A portion of the night's proceeds will benefit United Way of Pueblo County. This year, the **Holiday Happy Hour and 11th Annual Festival of Trees** will be held on **Thursday, December 8, 2022 from 5:00 – 8:00pm at the Pueblo Union Depot.**

As a featured holiday event, the Latino Chamber Holiday Happy Hour is a multiple-sponsor event.

Sponsorship Opportunities

☐ Platinum Sponsors - \$1,500

- Company name and logo on event literature
- Signage or banner at event
- Logo recognition in promotional video
- Promotional materials for tables (optional)

The Latino Chamber of Commerce will provide:

- (10) Complimentary entries, including 2 drink vouchers per entry
- Speaking opportunity to open the auction

☐ Gold Sponsors - \$1,000

- Signage or banner at event
- Promotional materials for tables (optional)

The Latino Chamber of Commerce will provide:

- (8) Complimentary entries, including 2 drink vouchers per entry

☐ Silver Sponsors - \$500

- Signage/banner at event
- Promotional materials for tables (optional)

The Latino Chamber of Commerce will provide:

- (4) Complimentary entries, including 2 drink vouchers per entry
- Logo on all print advertising

☐ Community Sponsors - \$200

- Signage or banner at event

The Latino Chamber of Commerce will provide:

- (2) Complimentary entries, including 2 drink vouchers per entry
- Logo on all print advertising

☐ Tree/Wreath Sponsor - \$15 - \$25

- Signage on tree/wreath and recognition on event item listing

☐ \$15.00 entry fee - 4ft decorated tree (tree self-supplied)

☐ \$15.00 entry fee – wreath, item, or basket

☐ \$25.00 entry fee – 4ft decorated tree (tree provided by LCC - *Note: trees may be green, white, or lighted depending on availability*)

☐ Happy Hour RSVPs (deadline 12/5)

_____ x \$10.00= _____

Media Plan – Announcements & Publicity

- *Latino Chamber of Commerce's El Gritón*
- *Social Media Posts*

- *Listing in LCC & UWPC Calendar of Events & Community Events Calendar*
- *General Press Release*

Business Name: _____

Your Name: _____ **Email:** _____

Billing Address: _____

Phone Number: _____ **Credit Card Number:** _____

CVS: _____ **Exp:** _____ **Today's Date:** _____

Signature: _____

☐ **Check Enclosed**

☐ **Invoice Me**

☐ **Credit Card**

For more information, please contact Dante at 719-542-5513 or dante@pueblolatinochamber.com



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Lori Winner, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO COMMUNITY SOUP KITCHEN IN THE AMOUNT OF \$10,000 TO PURCHASE AND UPDATE KITCHEN EQUIPMENT

SUMMARY:

Attached for consideration is a request for support of the Pueblo Community Soup Kitchen to purchase and update kitchen equipment.

PREVIOUS COUNCIL ACTION:

Council sponsored \$10,000 to assist in the purchase of a vehicle in 2021.

BACKGROUND:

City Council Member Lori Winner is requesting \$10,000 to support the Pueblo Community Soup Kitchen's purchase of updated kitchen equipment. The Pueblo Community Soup Kitchen, Inc., has been serving the City of Pueblo and the surrounding area since 1976. Located in downtown Pueblo the Soup Kitchen provides a light breakfast and a hot noon meal for needy families and individuals. These donations help keep our operations running so that we may provide assistance in the lives of Soup Kitchen clients that may not have a normal routine or stability in their lives

FINANCIAL IMPLICATIONS:

Funds in the amount of \$10,000 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the Pueblo Community Soup Kitchen.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this association.

RECOMMENDATION:

This Resolution is at the request of Council Member Lori Winner.

ATTACHMENTS:

1. 2022 Contingencies (Council) Pueblo Soup Kitchen
2. Pueblo Soup Kitchen Contingencies Request 102722

RESOLUTION NO. 15060

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO COMMUNITY SOUP KITCHEN IN THE AMOUNT OF \$10,000 TO PURCHASE AND UPDATE KITCHEN EQUIPMENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$10,000 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to Pueblo Community Soup Kitchen for kitchen equipment.

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 implement the policies and procedures described herein.

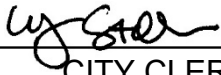
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: November 14, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

DATE	BALANCE IN 2022 CONTINGENCIES ACCOUNT	DEBIT	CREDIT	BALANCE
	Beginning Balance			\$ 100,000.00
1/24/22	Pueblo United Way Mentoring Collaborative Community Event	\$ 500.00		\$ 99,500.00
1/24/22	PAACO Annual Stars and Lights Dinner & Dance	\$ 750.00		\$ 98,750.00
2/14/22	Boys and Girls Club Champions of Youth Dinner Table	\$ 1,350.00		\$ 97,400.00
2/14/22	Latino Chamber Annual Dinner Table	\$ 950.00		\$ 96,450.00
2/28/22	Memorial Bench for Renee F. Dominguez	\$ 1,600.00		\$ 94,850.00
2/28/22	Summer Solstice Arkansas River Event	\$ 500.00		\$ 94,350.00
3/14/22	Pueblo Has Talent - Use of Memorial Hall	\$ 5,189.70		\$ 89,160.30
3/14/22	Child Advocacy Center's Blue Tie Gala Table	\$ 1,200.00		\$ 87,960.30
3/28/22	AMR Safety Jam	\$ 1,000.00		\$ 86,960.30
3/28/22	Southern Colorado Press Club Sheep Dip	\$ 500.00		\$ 86,460.30
4/11/22	CSU Pueblo President's Gala	\$ 1,500.00		\$ 84,960.30
4/11/22	Trees Please Dutch Clark Renovation Project	\$ 5,000.00		\$ 79,960.30
5/9/22	Latino Veterans Profiles in Courage Ceremony	\$ 2,000.00		\$ 77,960.30
5/9/22	Parkview Ladies and Lemons Event	\$ 500.00		\$ 77,460.30
5/9/22	Pueblo Downtown Association Levee Walk	\$ 700.00		\$ 76,760.30
5/9/22	Dogpatch Cleanup/Recycling 3RTS Inc.	\$ 500.00		\$ 76,260.30
5/9/22	Goodnight Barn Chuck Wagon Rendeuous	\$ 15,000.00		\$ 61,260.30
5/23/22	Southern Colorado Equality Alliance LGBTQ+ Pride Event	\$ 1,500.00		\$ 59,760.30
5/23/22	Rollin on the Riverwalk HARP Event	\$ 9,000.00		\$ 50,760.30
6/13/22	2022 Leadership Pueblo Project	\$ 300.00		\$ 50,460.30
6/27/22	Pueblo Symphony Season Support	\$ 294.32		\$ 50,165.98
7/25/22	Assistance League Holiday Event	\$ 1,000.00		\$ 49,165.98
7/25/22	United Way / SoCoYoGo App	\$ 2,500.00		\$ 46,665.98
8/22/22	United Way Campaign Kickoff Luncheon Table Sponsor	\$ 500.00		\$ 46,165.98
8/22/22	Pueblo County Courthouse Lighting Ceremony	\$ 500.00		\$ 45,665.98
8/22/22	Ybarra's Boxing Showcase	\$ 1,500.00		\$ 44,165.98
9/12/22	Latino Chamber Lifetime Achievement Award Ceremony Table	\$ 750.00		\$ 43,415.98
9/12/22	Pueblo Chile Balloon Fiesta	\$ 2,500.00		\$ 40,915.98
9/12/22	Song of Pueblo	\$ 3,000.00		\$ 37,915.98
9/12/22	District 60 Education Foundation Cornhole at the Dutch	\$ 1,000.00		\$ 36,915.98
9/26/22	Damon Days Event/Historic Pueblo Inc	\$ 1,000.00		\$ 35,915.98
9/26/22	NAACP Banquet	\$ 700.00		\$ 35,215.98
9/26/22	Scott Richards Scholarship - PCC	\$ 2,000.00		\$ 33,215.98
9/26/22	Scott Richards Broadcast Room Plaque	\$ 26.50		\$ 33,189.48
9/26/22	Parade of Lights - Downtown Association	\$ 1,000.00		\$ 32,189.48
9/26/22	Downtown Association - Holiday Lighting Downtown	\$ 2,832.88		\$ 29,356.60
10/11/22	Parkview event "Mammos & Mimosas"	\$ 350.00		\$ 29,006.60
10/11/22	Pueblo Choral Society Holiday Performance	\$ 5,000.00		\$ 24,006.60
10/11/22	Multicultural Festival	\$ 1,500.00		\$ 22,506.60
10/11/22	Returned to Account via Ordinance 10303		\$15,000.00	\$ 37,506.60
11/14/22	Latino Chamber Festival of Trees	\$ 1,025.00		\$ 36,481.60
11/14/22	Pueblo Soup Kitchen	\$ 10,000.00		\$ 26,481.60
				\$ 26,481.60



Please note: If the payee listed above is not an established vendor with the City of Pueblo, the application must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo we will confirm the information listed above. If the information does not match our records, it must be updated before payment can be processed.

OFFICE USE ONLY:

Amount approved: _____ Supporting Councilmember: _____

Agenda date: _____ Vendor Confirmation Date: _____



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO PEDCO IN THE AMOUNT OF \$2,500 TO SPONSOR THE PUEBLO ECONOMIC OUTLOOK FORUM ON FRIDAY, NOVEMBER 18 AT 7 AM IN THE FORTINO BALLROOM OF PUEBLO COMMUNITY COLLEGE

SUMMARY:

Attached for consideration is a request for support of the Pueblo Economic Outlook Forum on Friday, November 18 at 7 am in the Fortino Ballroom of Pueblo Community College.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Dennis Flores is requesting \$2,500 to support the Pueblo Economic Outlook Forum on Friday, November 18 at 7 am in the Fortino Ballroom of Pueblo Community College. Attendees will learn about the work underway to position Pueblo for stronger economic growth. Presentations from community leaders will include Dr. Tatiana Bailey, Founder & Executive Director of Data-driven Economic Strategies.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$2,500 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to PEDCO.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this event.

RECOMMENDATION:

This Resolution is at the request of Council Member Dennis Flores.

ATTACHMENTS:

1. 2022 Contingencies (Council) Economic Outlook Forum
2. Invoice 22-5549 PEDCO Economic Outlook Forum

RESOLUTION NO. 15061

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO PEDCO IN THE AMOUNT OF \$2,500 TO SPONSOR THE PUEBLO ECONOMIC OUTLOOK FORUM ON FRIDAY, NOVEMBER 18 AT 7 AM IN THE FORTINO BALLROOM OF PUEBLO COMMUNITY COLLEGE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$2,500 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to PEDCO to sponsor the Pueblo Economic Outlook Forum on Friday, November 18 at 7 am in the Fortino Ballroom of Pueblo Community College.

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 implement the policies and procedures described herein.

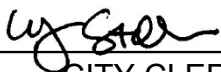
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: November 14, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

DATE	BALANCE IN 2022 CONTINGENCIES ACCOUNT	DEBIT	CREDIT	BALANCE
	Beginning Balance			\$ 100,000.00
1/24/22	Pueblo United Way Mentoring Collaborative Community Event	\$ 500.00		\$ 99,500.00
1/24/22	PAACO Annual Stars and Lights Dinner & Dance	\$ 750.00		\$ 98,750.00
2/14/22	Boys and Girls Club Champions of Youth Dinner Table	\$ 1,350.00		\$ 97,400.00
2/14/22	Latino Chamber Annual Dinner Table	\$ 950.00		\$ 96,450.00
2/28/22	Memorial Bench for Renee F. Dominguez	\$ 1,600.00		\$ 94,850.00
2/28/22	Summer Solstice Arkansas River Event	\$ 500.00		\$ 94,350.00
3/14/22	Pueblo Has Talent - Use of Memorial Hall	\$ 5,189.70		\$ 89,160.30
3/14/22	Child Advocacy Center's Blue Tie Gala Table	\$ 1,200.00		\$ 87,960.30
3/28/22	AMR Safety Jam	\$ 1,000.00		\$ 86,960.30
3/28/22	Southern Colorado Press Club Sheep Dip	\$ 500.00		\$ 86,460.30
4/11/22	CSU Pueblo President's Gala	\$ 1,500.00		\$ 84,960.30
4/11/22	Trees Please Dutch Clark Renovation Project	\$ 5,000.00		\$ 79,960.30
5/9/22	Latino Veterans Profiles in Courage Ceremony	\$ 2,000.00		\$ 77,960.30
5/9/22	Parkview Ladies and Lemons Event	\$ 500.00		\$ 77,460.30
5/9/22	Pueblo Downtown Association Levee Walk	\$ 700.00		\$ 76,760.30
5/9/22	Dogpatch Cleanup/Recycling 3RTS Inc.	\$ 500.00		\$ 76,260.30
5/9/22	Goodnight Barn Chuck Wagon Rendeuous	\$ 15,000.00		\$ 61,260.30
5/23/22	Southern Colorado Equality Alliance LGBTQ+ Pride Event	\$ 1,500.00		\$ 59,760.30
5/23/22	Rollin on the Riverwalk HARP Event	\$ 9,000.00		\$ 50,760.30
6/13/22	2022 Leadership Pueblo Project	\$ 300.00		\$ 50,460.30
6/27/22	Pueblo Symphony Season Support	\$ 294.32		\$ 50,165.98
7/25/22	Assistance League Holiday Event	\$ 1,000.00		\$ 49,165.98
7/25/22	United Way / SoCoYoGo App	\$ 2,500.00		\$ 46,665.98
8/22/22	United Way Campaign Kickoff Luncheon Table Sponsor	\$ 500.00		\$ 46,165.98
8/22/22	Pueblo County Courthouse Lighting Ceremony	\$ 500.00		\$ 45,665.98
8/22/22	Ybarra's Boxing Showcase	\$ 1,500.00		\$ 44,165.98
9/12/22	Latino Chamber Lifetime Achievement Award Ceremony Table	\$ 750.00		\$ 43,415.98
9/12/22	Pueblo Chile Balloon Fiesta	\$ 2,500.00		\$ 40,915.98
9/12/22	Song of Pueblo	\$ 3,000.00		\$ 37,915.98
9/12/22	District 60 Education Foundation Cornhole at the Dutch	\$ 1,000.00		\$ 36,915.98
9/26/22	Damon Days Event/Historic Pueblo Inc	\$ 1,000.00		\$ 35,915.98
9/26/22	NAACP Banquet	\$ 700.00		\$ 35,215.98
9/26/22	Scott Richards Scholarship - PCC	\$ 2,000.00		\$ 33,215.98
9/26/22	Scott Richards Broadcast Room Plaque	\$ 26.50		\$ 33,189.48
9/26/22	Parade of Lights - Downtown Association	\$ 1,000.00		\$ 32,189.48
9/26/22	Downtown Association - Holiday Lighting Downtown	\$ 2,832.88		\$ 29,356.60
10/11/22	Parkview event "Mammos & Mimosas"	\$ 350.00		\$ 29,006.60
10/11/22	Pueblo Choral Society Holiday Performance	\$ 5,000.00		\$ 24,006.60
10/11/22	Multicultural Festival	\$ 1,500.00		\$ 22,506.60
10/11/22	Returned to Account via Ordinance 10303		\$15,000.00	\$ 37,506.60
11/14/22	Latino Chamber Festival of Trees	\$ 1,025.00		\$ 36,481.60
11/14/22	Pueblo Soup Kitchen	\$ 10,000.00		\$ 26,481.60
11/14/22	Economic Outlook Forum	\$ 2,500.00		\$ 23,981.60

Pueblo Economic Development Corp
301 N Main St, Suite 200
Pueblo, CO 81003

Invoice

Date	Invoice #
10/27/2022	22-5549

Bill To

City Of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

Payment is NOT for PEDCO dues and does not qualify for Enterprise Zone deductions.

Terms

Due on Receipt

Item	Description	Amount
Economic Outlook For...	City and County of Pueblo Economic Outlook Forum Sponsor	2,500.00
If invoice is paid online, the receipt will show as paid to Pueblo Economic Development Corp (or PEDCO). Payment is NOT for PEDCO dues and does not qualify as such.		Total \$2,500.00
		Payments/Credits \$0.00
		Balance Due \$2,500.00



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO ROSELAWN FOUNDATION IN THE AMOUNT OF \$3,000 TO SPONSOR THE "WREATHS ACROSS AMERICA" EVENT ON SATURDAY, DECEMBER 17 AT 12 PM AT ROSELAWN CEMETERY

SUMMARY:

Attached for consideration is a request for support of 200 wreaths for the fourth annual Wreaths Across America ceremony on Saturday, December 17 at 12 pm at Roselawn Cemetery.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Regina Maestri is requesting \$3,000 to support the Wreaths Across America ceremony on Saturday, December 17 at 12 pm at Roselawn Cemetery. Roselawn is home to at least 2,652 known veterans who fought in the Civil War, Spanish-American War, WWI, WWII, Korea, Vietnam, Desert Storm, Persian Gulf, Iraq and Afghanistan. This amount will support 200 wreaths in 2022. The goal is to one day have a fresh wreath placed at all 2,000+ gravesites every year for the holiday season.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$3,000 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to Roselawn Foundation.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this event.

RECOMMENDATION:

This Resolution is at the request of Council Member Regina Maestri.

ATTACHMENTS:

1. 11-14-22 Contingencies (Council) Roselawn Wreaths
2. 2022WAAResultLetter
3. 2022WAASponsorshipForm

RESOLUTION NO. 15062

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO ROSELAWN FOUNDATION IN THE AMOUNT OF \$3,000 TO SPONSOR THE "WREATHS ACROSS AMERICA" EVENT ON SATURDAY, DECEMBER 17 AT 12 PM AT ROSELAWN CEMETERY

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$3,000 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to Roselawn Foundation to sponsor the Wreaths Across America event on Saturday, December 17 at Roselawn Cemetery.

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 implement the policies and procedures described herein.

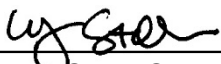
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: November 14, 2022

BY: Lori Winner
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

DATE	BALANCE IN 2022 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				\$ 100,000.00
1/24/22	Pueblo United Way Mentoring Collaborative Community Event		\$ 500. 00		\$ 99,500.00
1/24/22	PAACO Annual Stars and Lights Dinner & Dance		\$ 750.00		\$ 98,750.00
2/14/22	Boys and Girls Club Champions of Youth Dinner Table		\$ 1,350.00		\$ 97,400.00
2/14/22	Latino Chamber Annual Dinner Table		\$ 950.00		\$ 96,450.00
2/28/22	Memorial Bench for Renee F. Dominguez		\$ 1,600.00		\$ 94,850.00
2/28/22	Summer Solstice Arkansas River Event		\$ 500.00		\$ 94,350.00
3/14/22	Pueblo Has Talent - Use of Memorial Hall		\$ 5,189.70		\$ 89,160.30
3/14/22	Child Advocacy Center's Blue Tie Gala Table		\$ 1,200.00		\$ 87,960.30
3/28/22	AMR Safety Jam		\$ 1,000.00		\$ 86,960.30
3/28/22	Southern Colorado Press Club Sheep Dip		\$ 500.00		\$ 86,460.30
4/11/22	CSU Pueblo President's Gala		\$ 1,500.00		\$ 84,960.30
4/11/22	Trees Please Dutch Clark Renovation Project		\$ 5,000.00		\$ 79,960.30
5/9/22	Latino Veterans Profiles in Courage Ceremony		\$ 2,000.00		\$ 77,960.30
5/9/22	Parkview Ladies and Lemons Event		\$ 500.00		\$ 77,460.30
5/9/22	Pueblo Downtown Association Levee Walk		\$ 700.00		\$ 76,760.30
5/9/22	Dogpatch Cleanup/Recycling 3RTS Inc.		\$ 500.00		\$ 76,260.30
5/9/22	Goodnight Barn Chuck Wagon Rendevous		\$ 15,000.00		\$ 61,260.30
5/23/22	Southern Colorado Equality Alliance LGBTQ+ Pride Event		\$ 1,500.00		\$ 59,760.30
5/23/22	Rollin on the Riverwalk HARP Event		\$ 9,000.00		\$ 50,760.30
6/13/22	2022 Leadership Pueblo Project		\$ 300.00		\$ 50,460.30
6/27/22	Pueblo Symphony Season Support		\$ 294.32		\$ 50,165.98
7/25/22	Assistance League Holiday Event		\$ 1,000.00		\$ 49,165.98
7/25/22	United Way / SoCoYoGo App		\$ 2,500.00		\$ 46,665.98
8/22/22	United Way Campaign Kickoff Luncheon Table Sponsor		\$ 500.00		\$ 46,165.98
8/22/22	Pueblo County Courthouse Lighting Ceremony		\$ 500.00		\$ 45,665.98
8/22/22	Ybarra's Boxing Showcase		\$ 1,500.00		\$ 44,165.98
9/12/22	Latino Chamber Lifetime Achievement Award Ceremony Table		\$ 750.00		\$ 43,415.98
9/12/22	Pueblo Chile Balloon Fiesta		\$ 2,500.00		\$ 40,915.98
9/12/22	Song of Pueblo		\$ 3,000.00		\$ 37,915.98
9/12/22	District 60 Education Foundation Cornhole at the Dutch		\$ 1,000.00		\$ 36,915.98
9/26/22	Damon Days Event/Historic Pueblo Inc		\$ 1,000.00		\$ 35,915.98
9/26/22	NAACP Banquet		\$ 700.00		\$ 35,215.98
9/26/22	Scott Richards Scholarship - PCC		\$ 2,000.00		\$ 33,215.98
9/26/22	Scott Richards Broadcast Room Plaque		\$ 26.50		\$ 33,189.48
9/26/22	Parade of Lights - Downtown Association		\$ 1,000.00		\$ 32,189.48
9/26/22	Downtown Association - Holiday Lighting Downtown		\$ 2,832.88		\$ 29,356.60
10/11/22	Parkview event "Mammos & Mimosas"		\$ 350.00		\$ 29,006.60
10/11/22	Pueblo Choral Society Holiday Performance		\$ 5,000.00		\$ 24,006.60
10/11/22	Multicultural Festival		\$ 1,500.00		\$ 22,506.60
10/11/22	Returned to Account via Ordinance 10303			\$15, 000. 00	\$ 37,506.60
11/14/22	Latino Chamber Festival of Trees		\$ 1,025.00		\$ 36,481.60
11/14/22	Pueblo Soup Kitchen		\$ 10,000.00		\$ 26,481.60
11/14/22	Economic Outlook Forum		\$ 2, 500. 00		\$ 23,981.60
11/14/22	Wreaths Cross America - Roselawn Cemetery		\$ 3, 000. 00		\$ 20,981.60
					\$ 20,981.60
					\$ 20,981.60

From: [Jason S Falsetto](#)
Subject: [External] Wreaths Across America 2022
Date: Tuesday, October 18, 2022 8:58:49 PM
Attachments: [2022WAASponsorshipForm.docx](#)

External email. Please use caution.

Good evening,

I wanted to let you know that Roselawn will be participating in Wreaths Across America again this year!

Last year, almost 1,300 wreaths were donated in the Third Annual Wreaths Across America Ceremony! This surpassed our 1,000 goal, and is inching us closer to ensuring every veteran at Roselawn is honored during the holiday season.

I want to invite you to attend the Fourth Annual Wreaths Across America Ceremony, Saturday, December 17, 2022. 12pm, at Roselawn Cemetery.

Roselawn partakes in Wreaths Across America, which you can read more about here: [https://urldefense.com/v3/_https://www.wreathsaacrossamerica.org_!!O2h2joa-1n1JCg!FWn8vhJGX9n_ACJfqsIrtEHmjHY-R5J-TF2xEoasnTRxXF6gEdOEDSHYwrhCckjDa4A8Vkep2flpp6Kj5RAS\\$](https://urldefense.com/v3/_https://www.wreathsaacrossamerica.org_!!O2h2joa-1n1JCg!FWn8vhJGX9n_ACJfqsIrtEHmjHY-R5J-TF2xEoasnTRxXF6gEdOEDSHYwrhCckjDa4A8Vkep2flpp6Kj5RAS$) .

Roselawn is home to at least 2,652 known veterans, who fought in the Civil War, Spanish-American War, WWI, WWII, Korea, Vietnam, Desert Storm, Persian Gulf, Iraq and Afghanistan. Our goal is to one day have a fresh wreath placed at each gravesite every year for the holiday season.

In 2022, our goal is to place 1,500 wreaths. As of last week, we have 750 wreaths sponsored, and are needing another 750 wreaths to be sponsored. Sponsorships end November 28.

Sponsorships are \$15 per wreath, and you are able to sponsor an unlimited amount of wreaths. \$5 per wreath is then donated back to Roselawn Foundation, so we can continue to offer this event, and continue to maintain and honor our historic cemetery.

CORLCP is the Location ID and CO0164P is the Fundraising ID

Three sponsorship levels have been provided below.

1. GRAVE SPECIFIC = Sponsor a wreath for a specific Veteran buried at Roselawn (a loved one or a friend)
2. IN MEMORY OF = Sponsor a wreath for a Veteran buried at another cemetery in Pueblo or in another city or state and we will place the wreath in our Rose Garden on the outer perimeter, as by December the roses are dormant and the wreaths make a lovely display honoring our Veterans
3. GENERAL = Sponsor a wreath for the general population of the Veterans buried at Roselawn

Attached is the sponsorship form with more details.

If you are able to donate to this cause, the Roselawn Foundation will be able to honor more veterans each year.

Checks can be made payable to The Roselawn 1891 Company, and credit cards are accepted. Questions? You can call Lucille Corsentino at 719-406-3125, or email her at ljcpag@gmail.com.

You can learn more about Roselawn Foundation's Mission here:

[https://urldefense.com/v3/__https://www.roselawn1891.org__!!O2h2joa-1n1JCg!FWn8vhJGX9n_ACJfqsIrtEHmjHY-R5J-TF2xEoasnTRxXF6gEdOEDSHYwrhCxkjDa4A8Vkep2f1pF1w6GZA\\$](https://urldefense.com/v3/__https://www.roselawn1891.org__!!O2h2joa-1n1JCg!FWn8vhJGX9n_ACJfqsIrtEHmjHY-R5J-TF2xEoasnTRxXF6gEdOEDSHYwrhCxkjDa4A8Vkep2f1pF1w6GZA$)

Thank you for your consideration.



ROSELAWN'S 4TH ANNUAL
WREATHS ACROSS AMERICA
Saturday December 17, 2022 - 12:00 Noon
Outdoor Ceremony
SPONSOR FORM - \$15 PER WREATH
Location ID: CORLCP Fundraising Group ID: CO0164P



Sponsor's Name: _____

Address: _____

City State & Zip Code: _____

Phone: _____

Email: _____

GRAVE SPECIFIC – wreath placed at a specific grave at Roselawn

IN MEMORY OF – wreath placed in the Rose Garden

Veteran's Name _____ Grave Location _____ In Memory of _____

Veteran's Name _____ Grave Location _____ In Memory of _____

Veteran's Name _____ Grave Location _____ In Memory of _____

Veteran's Name _____ Grave Location _____ In Memory of _____

SPONSOR WILL PLACE WREATHS YES ____ NO ____

Note: Sponsors encouraged to participate in the ceremony – placement of the wreath(s) and removal of wreath(s) before February 1, 2022

GENERAL SPONSORSHIPS

Roselawn Cemetery is the final resting place of 2,652 Veterans who have served in the Civil War, Spanish American War, WW1, WW11, Korea, Vietnam, Desert Storm, Persian Gulf, Iraq & Afghanistan. Our goal is to have a wreath on every Veteran's grave. Your sponsorship will help us reach our goal & we thank you for your support.

SPONSORSHIP TYPE	PRICE	QUANTITY	TOTAL
Individual = 1 wreath	\$15		
Family = 4 wreaths	\$60		
Sm Business = 10 wreaths	\$150		
Corporate = 100 wreaths	\$1,500		

Total Amt Pd \$ _____ Cash _____ Ck# _____ Credit Card _____

*WREATHS ACROSS AMERICA'S MISSION * Remember * Honor * Teach*

CHECKS PAYABLE TO: THE ROSELAWN 1891 COMPANY

Mail to: Roselawn Cemetery Attn: WAA

1706 Roselawn Road, Pueblo, Colorado 81006

Contact: Lucille Corsentino 719-542-2934 Ext 118 lucille@roselawnpueblo.org

SPONSORSHIP WILL NOT BE ACCEPTED AFTER NOVEMBER 28, 2022



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Vicente Martinez Ortega, Councilor Martinez

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET IN THE AMOUNT OF \$1,000 TO ASSIST IN FUNDING THE BESSEMER NEIGHBORHOOD HOLIDAY LIGHTING

SUMMARY:

Request for assistance in funding the holiday lighting of the Bessemer neighborhood.

PREVIOUS COUNCIL ACTION:

City Council provided sponsorship for holiday lighting in 2017, 2018, 2019 and 2021.

BACKGROUND:

City Council Member Vicente Martinez Ortega is requesting \$1,000 to assist in the funding of the holiday lighting for the Bessemer neighborhood.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,000 would be used from the Council Contingencies Account in the 2022 General Fund Budget for supplies for holiday lighting.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council could choose not to assist in the funding.

RECOMMENDATION:

This Resolution is at the request of City Council Member Vicente Martinez Ortega.

ATTACHMENTS:

1. 11-14-22 Contingencies (Council) Bessemer Holiday Lighting

RESOLUTION NO. 15063

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET IN THE AMOUNT OF \$1,000 TO ASSIST IN FUNDING THE BESSEMER NEIGHBORHOOD HOLIDAY LIGHTING

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,000 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be used for holiday lighting in the Bessemer neighborhood.

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 implement the policies and procedures described herein.

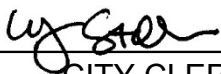
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: November 14, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

DATE	BALANCE IN 2022 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				\$ 100,000.00
1/24/22	Pueblo United Way Mentoring Collaborative Community Event		\$ 500. 00		\$ 99,500.00
1/24/22	PAACO Annual Stars and Lights Dinner & Dance		\$ 750.00		\$ 98,750.00
2/14/22	Boys and Girls Club Champions of Youth Dinner Table		\$ 1,350.00		\$ 97,400.00
2/14/22	Latino Chamber Annual Dinner Table		\$ 950.00		\$ 96,450.00
2/28/22	Memorial Bench for Renee F. Dominguez		\$ 1,600.00		\$ 94,850.00
2/28/22	Summer Solstice Arkansas River Event		\$ 500.00		\$ 94,350.00
3/14/22	Pueblo Has Talent - Use of Memorial Hall		\$ 5,189.70		\$ 89,160.30
3/14/22	Child Advocacy Center's Blue Tie Gala Table		\$ 1,200.00		\$ 87,960.30
3/28/22	AMR Safety Jam		\$ 1,000.00		\$ 86,960.30
3/28/22	Southern Colorado Press Club Sheep Dip		\$ 500.00		\$ 86,460.30
4/11/22	CSU Pueblo President's Gala		\$ 1,500.00		\$ 84,960.30
4/11/22	Trees Please Dutch Clark Renovation Project		\$ 5,000.00		\$ 79,960.30
5/9/22	Latino Veterans Profiles in Courage Ceremony		\$ 2,000.00		\$ 77,960.30
5/9/22	Parkview Ladies and Lemons Event		\$ 500.00		\$ 77,460.30
5/9/22	Pueblo Downtown Association Levee Walk		\$ 700.00		\$ 76,760.30
5/9/22	Dogpatch Cleanup/Recycling 3RTS Inc.		\$ 500.00		\$ 76,260.30
5/9/22	Goodnight Barn Chuck Wagon Rendevous		\$ 15,000.00		\$ 61,260.30
5/23/22	Southern Colorado Equality Alliance LGBTQ+ Pride Event		\$ 1,500.00		\$ 59,760.30
5/23/22	Rollin on the Riverwalk HARP Event		\$ 9,000.00		\$ 50,760.30
6/13/22	2022 Leadership Pueblo Project		\$ 300.00		\$ 50,460.30
6/27/22	Pueblo Symphony Season Support		\$ 294.32		\$ 50,165.98
7/25/22	Assistance League Holiday Event		\$ 1,000.00		\$ 49,165.98
7/25/22	United Way / SoCoYoGo App		\$ 2,500.00		\$ 46,665.98
8/22/22	United Way Campaign Kickoff Luncheon Table Sponsor		\$ 500.00		\$ 46,165.98
8/22/22	Pueblo County Courthouse Lighting Ceremony		\$ 500.00		\$ 45,665.98
8/22/22	Ybarra's Boxing Showcase		\$ 1,500.00		\$ 44,165.98
9/12/22	Latino Chamber Lifetime Achievement Award Ceremony Table		\$ 750.00		\$ 43,415.98
9/12/22	Pueblo Chile Balloon Fiesta		\$ 2,500.00		\$ 40,915.98
9/12/22	Song of Pueblo		\$ 3,000.00		\$ 37,915.98
9/12/22	District 60 Education Foundation Cornhole at the Dutch		\$ 1,000.00		\$ 36,915.98
9/26/22	Damon Days Event/Historic Pueblo Inc		\$ 1,000.00		\$ 35,915.98
9/26/22	NAACP Banquet		\$ 700.00		\$ 35,215.98
9/26/22	Scott Richards Scholarship - PCC		\$ 2,000.00		\$ 33,215.98
9/26/22	Scott Richards Broadcast Room Plaque		\$ 26.50		\$ 33,189.48
9/26/22	Parade of Lights - Downtown Association		\$ 1,000.00		\$ 32,189.48
9/26/22	Downtown Association - Holiday Lighting Downtown		\$ 2,832.88		\$ 29,356.60
10/11/22	Parkview event "Mammos & Mimosas"		\$ 350.00		\$ 29,006.60
10/11/22	Pueblo Choral Society Holiday Performance		\$ 5,000.00		\$ 24,006.60
10/11/22	Multicultural Festival		\$ 1,500.00		\$ 22,506.60
10/11/22	Returned to Account via Ordinance 10303			\$15, 000. 00	\$ 37,506.60
11/14/22	Latino Chamber Festival of Trees		\$ 1,025.00		\$ 36,481.60
11/14/22	Pueblo Soup Kitchen		\$ 10,000.00		\$ 26,481.60
11/14/22	Economic Outlook Forum		\$ 2, 500. 00		\$ 23,981.60
11/14/22	Wreaths Cross America - Roselawn Cemetery		\$ 3, 000. 00		\$ 20,981.60
11/14/22	Bessemer Holiday Lighting		\$ 1,000.00		\$ 19,981.60
					\$ 19,981.60



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 24, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Bob Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTION 14-4-76 OF THE PUEBLO MUNICIPAL CODE RELATING TO SALES AND USE TAX AND EXEMPTING FROM SALES TAX ALL SALES OF PERIOD PRODUCTS, INCONTINENCE PRODUCTS AND DIAPERS PURCHASED ON AND AFTER JANUARY 1, 2023

SUMMARY:

The proposed Ordinance makes uniform the provisions of the City's Sales and Use Tax Code with the laws of the State of Colorado with respect sales tax exemptions for period products, incontinence products and diapers.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The tax exemption will make the City's tax code uniform with the exemption recently enacted by the State of Colorado with respect to period products, incontinence products and diapers. The public purpose promoted by such exemption includes the following:

(a) With respect to period products, the exemption will increase the affordability of period products and redress the inequitable burden that the imposition of sales tax places on women for whom such products are essential; and

(b) With respect to incontinence products and diapers, the exemption will increase the affordability of incontinence products and diapers and to redress the inequitable burden that the imposition of sales tax places on parents, individuals caring for infants and young children, and other users of incontinence products for whom such products are essential.

FINANCIAL IMPLICATIONS:

The proposed Ordinance is estimated to decrease revenue by \$250,000 each fiscal

year, which is approximately .38% of the total City sales tax revenue. The approximate percentage used to determine the sales tax for period products, incontinence products, and diapers is extrapolated from the financial impact contained in Colorado HB 22-1055.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could choose not to enact the Ordinance, and no City sales tax exemption would exist for period products, incontinence products and diapers.

RECOMMENDATION:

This is a tax policy issue reserved to Council's discretion.

ATTACHMENTS:

None

ORDINANCE NO. 10318

AN ORDINANCE AMENDING SECTION 14-4-76 OF THE PUEBLO MUNICIPAL CODE RELATING TO SALES AND USE TAX AND EXEMPTING FROM SALES TAX ALL SALES OF PERIOD PRODUCTS, INCONTINENCE PRODUCTS AND DIAPERS PURCHASED ON AND AFTER JANUARY 1, 2023

WHEREAS, the State of Colorado has enacted a sales tax exemption exempting from sales tax all sales of period products, incontinence products and diapers purchased on and after January 1, 2023; and

WHEREAS, the creation of such a specific but limited tax exemption would be in the best interest of the City and its citizens; and

WHEREAS, the granting of the sales and use tax exemption set forth in this Ordinance makes uniform the provisions of said Chapter 4 with the laws of the State of Colorado in accordance with the authority granted to City Council pursuant to Section 4 of Ordinance No. 3160, passed and approved by a vote of the people on November 6, 1967; NOW, THEREFORE,

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

SECTION 1.

Section 14-4-76 of the Pueblo Municipal Code, is amended by the addition of a new subsection (24) to read as follows:

Sec. 14-4-76. Items Exempt.

The following classes of tangible personal property are exempt from taxation under this Chapter:

...

(24) All sales of period products, incontinence products and diapers purchased on and after January 1, 2023. For the purposes of this exemption, the following words have the following meanings:

a. "Period products" means consumer products used to manage menstruation; and

b. "Incontinence products and diapers" means absorbent cloth or disposable products worn by humans who are incapable of, or have difficulty, controlling their bladder or bowel movements.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective thirty 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 October 24, 2022.

Final adoption of Ordinance by City Council on November 14, 2022.



President of City Council

Action by the Mayor:

☒ Approved on November 17, 2022 .

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

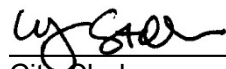
☐ Council did not act to override the Mayor's veto.

☐ 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: October 24, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE BUDGETING AND APPROPRIATING AN ADDITIONAL \$391,593 IN PACOG FY-2022-2023 CONSOLIDATED PLANNING GRANT FUNDS FOR TRANSPORTATION PLANNING SERVICES RELATED TO THE CITY OF PUEBLO AND PUEBLO AREA COUNCIL OF GOVERNMENTS 2023 DELEGATION AGREEMENT FOR TRANSPORTATION PLANNING SERVICES

SUMMARY:

The proposed Ordinance will budget and appropriated additional Federal Highway Administration Consolidated Planning Grant ("CPG") funds in the amount of \$391,593 into the Urban Transportation Planning Project. The additional funds include \$360,500 in FY2023 CPG funds and \$31,093 of additional carry-over funds from FY2021 that have not been budgeted and appropriated by the City. The funds have been included in the City and PACOG Delegation Agreement budget and the PACOG Urban Planning Work Program budget. The FY2022-23 FHWA CPG Funds in the amount of \$710,187.00 are identified for expenditure in the 2023 Pueblo Area Council of Governments (PACOG) Metropolitan Planning Organization (MPO) budget approved by the PACOG Board on August 25, 2022, Resolution No. 2022-016

PREVIOUS COUNCIL ACTION:

Ordinance No. 10034 approved on November 8, 2021 established the FY2022-2023 Transportation Planning Project, and budgeted and appropriated \$679,094 in FY 2022 Consolidated Planning Grant Funds.

BACKGROUND:

The PACOG Board approved a Consolidated Planning Grant contract amendment for FY2022-2023 with the Colorado Department of Transportation (CDOT) at their October 27, 2022 meeting. The contract provides funds in the amount of \$360,500 along with estimated additional carry over funds from the FY2021 CPG contract in the amount of \$31,093.00 that will be available for eligible reimbursable expenses. The City and PACOG annually enter into a Delegation Agreement that authorizes the City to complete the transportation planning tasks on behalf of PACOG and be reimbursed for

eligible expenses to complete the tasks identified in the FY 2022-2023 Unified Planning Work Program (UPWP) adopted by PACOG Resolution 2022-016 on August 25, 2022.

This Ordinance budgets and appropriates an additional \$391,593 into the 2022-2023 Urban Transportation Planning Project. The total two-year contract totals \$1,070,687.00 in funds allocated for the City to complete urban transportation planning services for the FY2022 and FY2023 federal fiscal years in compliance with federal and state requirements for the use of the CPG grant funds.

FINANCIAL IMPLICATIONS:

Additional funds in the amount of \$391,593 will be budgeted and appropriated for the Pueblo Urban Transportation Planning Project which includes \$360,500 in FY2023 FHWA CPG Funds and estimated additional federal and local carry over funds from the previous years totaling an estimated \$31,093. While the Planning staff costs and operating expenses will be reimbursed through the PACOG grant funds, it is estimated that approximately \$1,500 in staff time from the Finance and Legal departments will be expended on the project.

BOARD/COMMISSION RECOMMENDATION:

The FY2022–FY2023 funds are included in the FY2023 PACOG MPO Unified Planning Work Program budget, and the Urban Planning Work Program that have been previously approved by the PACOG Board on August 25, 2022.

STAKEHOLDER PROCESS:

The Consolidated Planning Grant funds, approved by CDOT and the Federal Highway Administration, are identified in the Urban Planning Work Program (UPWP) by task with associated budget amounts. The UPWP is reviewed at public meetings by the PACOG Transportation Advisory Committee and approved by the PACOG Board.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CDOT Purchase Order 2023 CPG
2. 2023 UPWP Resolution Approved Aug 26 2022

ORDINANCE NO. 10319

AN ORDINANCE BUDGETING AND APPROPRIATING AN ADDITIONAL \$391,593 IN PACOG FY-2022-2023 CONSOLIDATED PLANNING GRANT FUNDS FOR TRANSPORTATION PLANNING SERVICES RELATED TO THE CITY OF PUEBLO AND PUEBLO AREA COUNCIL OF GOVERNMENTS 2023 DELEGATION AGREEMENT FOR TRANSPORTATION PLANNING SERVICES

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

SECTION 1.

Additional funds in the amount of \$391,593 comprised of \$360,500 in 2023 Consolidated Planning Grant Funds awarded to the Pueblo Area Council of Governments (PACOG), and \$31,093 in adjusted carry over funds from the fiscal year 2021 Consolidated Planning Grant are hereby budgeted and appropriated for the FY2022-2023 Urban Transportation Planning Project.

SECTION 2.

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

SECTION 3.

This Ordinance shall 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 October 24, 2022.

Final adoption of Ordinance by City Council on November 14, 2022.



President of City Council

Action by the Mayor:

- ☒ Approved on November 17, 2022.
- ☐ Disapproved on _____ based on the following objections:



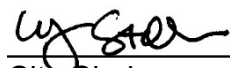
Mayor

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



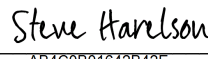
City Clerk

STATE OF COLORADO AMENDMENT (1)
SIGNATURE AND COVER PAGE

State Agency Department of Transportation	Subaward Amendment Number / PO Number 23-HTD-ZL-00042 / 491003073
Subrecipient PUEBLO AREA COUNCIL OF GOVERNMENTS	Original Subaward Agreement Number / PO Number 22-HTD-ZL-00125 / 491002780
Amended Subaward Agreement Amount	Subaward Agreement Performance Beginning Date October 08, 2021
Federal Funds Maximum Amount (82.79%) \$886,422.00	Amended Agreement Expiration Date December 31, 2024
Local Funds Local Match Amount (17.21%) \$184,265.00	Amended Fund Expenditure End Date December 31, 2024
Total for all State Fiscal Years \$1,070,687.00	Agreement Authority Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117, 43-1-701, 43-1-702 and 43-2-101(4)(c), appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149.

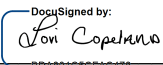
THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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.

SUBRECIPIENT PUEBLO AREA COUNCIL OF GOVERNMENTS DocuSigned by:  2E1D7F009415456... By: Eva Cosyleon Date: 9/30/2022	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: Steve Harelson Stephen Harelson, P.E., Chief Engineer DocuSigned by:  AB4C0B01642B42E... Signature* Date: 9/30/2022
---	---

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

Effective Date: 9/30/2022

1) PARTIES

This Amendment (the “Amendment”) to the Original Subaward shown on the Signature and Cover Page for this Amendment (the “Subaward”) is entered into by and between the Subrecipient, and the State.

2) TERMINOLOGY

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

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 Subrecipient for any Work performed or expense incurred under this Amendment either before or after of 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 Subaward 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 Subaward.

4) PURPOSE

The purpose for this Amendment is to extend the original agreement, add funds and revise Exhibit A - Statement of Work and Budget as described in Section 5.

5) MODIFICATIONS

The Subaward and all prior amendments thereto, if any, are modified as follows:

A. The Subaward Agreement Amount table on the Subaward Agreement’s Cover Page is hereby deleted and replaced with the Current Subaward Agreement Amount table shown on the Signature and Cover Page for this Amendment.

B. The Initial Agreement Expiration Date on the Subaward Agreement’s Cover Page is hereby deleted and replaced with the Amended Agreement Expiration Date shown on the Signature and Cover Page for this Amendment.

C. The Fund Expenditure End Date on the Subaward Agreement’s Cover Page is hereby deleted and replaced with the Amended Fund Expenditure End Date shown on the Signature and Cover Page for this Amendment.

D. Exhibit A is hereby deleted and replaced with Exhibit A.1.

E. All references to Exhibit A in the Subaward and any amendments are hereby deleted in its entirety and replaced with Exhibit A.1.

6) LIMITS OF EFFECT

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT A.1 – STATEMENT OF WORK AND BUDGET



Pueblo Area Council of Governments

**Metropolitan Planning Organization (MPO)
Transportation Planning Region (TPR)**

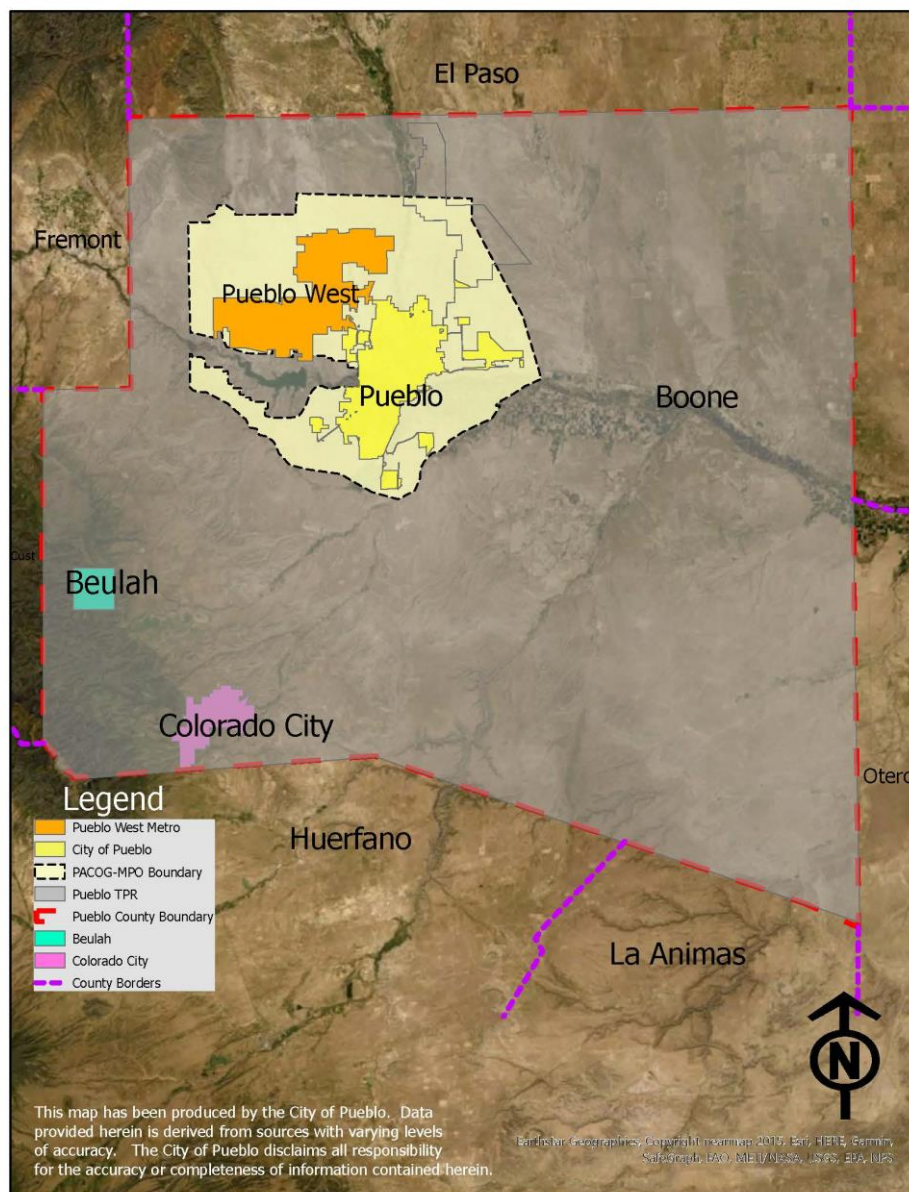
**CPG GRANT
SCOPE OF WORK
FFY 2023**

(OCT. 1, 2022 – SEPT. 30, 2023)

Prepared By:

City of Pueblo Urban Transportation Planning Division

INTRODUCTION.....	6
Financing 2023 Estimated Budget	7
WORK ELEMENT 2310 Program Administration & Coordination	8
2311 - Agreements and Bylaws	8
2312 - Unified Planning Work Program	8
2313 - Budget and Financial Management	8
2314 - Staff and Professional Development	8
2315 - Public Involvement Activities	9
2316 – Equity and justice 40	9
2317 – MPO Committee Meetings	9
2318 – Coordination with Pueblo Transit	9
2319- Miscellaneous Administrative Activities	10
WORK ELEMENT 2320 – DATA COLLECTION AND MANAGEMENT	10
2321 – Traffic Counting and Data Management	10
2322-Traffic Crash Monitoring Program	10
2323-MPO Database Management	10
2324 - Population and Land Use Data Collection	11
2325 - Traffic Counting Program/Traffic Crash Data and Highway Safety	11
WORK ELEMENT 2330 – TRANSPORTATION PLANS, PERFORMANCE MEASURES, GREEN HOUSE GAS REDUCTION, ACTIVE TRANSPORTATION, AND SCENARIO PLANNING	11
2331 – Metropolitan Transportation Plan	11
2332 – Implementation of Performance Measures	12
2333 – Travel Demand Model	12
2334 – Federal Highway Functional Classification Review	12
2335 – Transportation Improvement Program	12
2336 – Transition to a Clean Energy, resilient future	13
2337 – Complete Streets	13
WORK ELEMENT 2340 SHORT RANGE PLANNING AND PROGRAMS	13
2341 – On-Call Transportation Technical Assistance Consultant	13
2342 – Regional, Statewide, and Federal Planning Participation	14
2343 – Planning and environmental Linkages	14
2344– Special projects and other Transportation Mode Planning	15

PACOG PLANNING AREA

INTRODUCTION

The Consolidated Planning Grant (CPG) Scope of Work for FFY-2023 is based on the PACOG FY 2022-2023 Unified Planning Work Program (UPWP) adopted. Amendments to the FY 2022-2023 to reflect the FY 2023 SOW will be adopted August 2023.

Organization, Management & Funding

The general objectives of the FFY 2023-2024 UPWP are to:

1. Assist all participating agencies in achieving applicable comprehensive planning goals and in fulfilling the statutory requirements of FAST-Act and associated planning regulations adopted by the FHWA and FTA.
2. Assist all participating agencies in fulfilling their continuing responsibilities to the community including, but not limited to,
 - a) Using the products of the transportation planning process as a major contribution to other comprehensive planning activities and providing the mechanisms for the continued integration of transportation planning with land use and other comprehensive planning.
 - b) Updating and revising basic transportation planning, regional socioeconomic, environmental, land use, and transportation system operating data using applicable GIS or other technologies for these systems.
 - c) Modifying developed plans and programs as warranted by changes in travel patterns or urban conditions and translating plans into action programs for project implementation.
3. Carry out specific transportation planning functions required for the continued certification of the Pueblo area urban transportation planning process including the biennial development and annual refinement of the UPWP, the annual development of the TIP, and updates to financial forecast to the Long-Range Transportation Plan (LRTP) to the horizon of 2045 as needed.

Financing 2023 Estimated Budget**Pueblo Area Council of Governments (PACOG)****SAM UEI : D57UDNFVRBL5****FHWA Award Date: 8/31/22****CFDA: 20.205**

Funds Source	Federal	Local Match-Cash	Local Match-In-Kind	Total Funds
FY 2022- FY 2023 CPG				
FY 2022 CPG	\$298,458	\$62,042	\$0	\$360,500
Amendment 1 -FY 2023 CPG				
Estimated Carry-over from FY2020-2021 CPG	\$289,506	\$60,181	\$0	\$349,687*
FY 2023 CPG	\$298,458	\$62,042	\$0	\$360,500
Total Revenue for FY 2023	\$886,422	\$184,265		\$1,070,687
<i>*per CDOT August 15, 2022</i>				

WORK ELEMENT 2310 Program Administration & Coordination

Objective - To manage, support, improve, adapt, administer, and coordinate the cooperative, continuous, and comprehensive transportation planning process as required by FAST Act.

2311 - Agreements and Bylaws

Activities:

- Complete and execute planning partner memorandum of understandings, as needed, to implement the transportation planning process.
- Assist in updating bylaws as necessary resulting in changes as approved by the PACOG Board identified in the Reorganization Study conducted in FY 2016/17. Includes possible restructuring the Technical Advisory Commission (TAC) widening membership to include other stakeholders (i.e., Trucking, Rail,).
- Assist in maintaining required materials as necessary. (i.e.. Agendas, Minutes, Financial Records, etc.).

2312 - Unified Planning Work Program

Activities:

- Mid-Year progress report.
- Complete year-end report for FY2023.
- Amend 2023 - 2024 UPWP as needed.
- Review and modify the format of the UPWP as needed.

2313 - Budget and Financial Management

Activities:

- CDOT monthly Metropolitan Transportation Planning reimbursements.
- Prepare MPO Budget for PACOG Board adoption.
- Prepare Sub-Delegation Budget and Appropriation Ordinances for City of Pueblo
- Prepare for and participate in PACOG audit(s) if required under Single Audit Requirements.

2314 - Staff and Professional Development

Activities:

- Actively participate in Statewide training and educational meetings hosted by CDOT/FHWA/FTA and other organizations within the State.
- Make applicable transportation planning training available to staff, committee members, and member agency partners.
- Develop staff training and transition plan for the MPO during the next 2-3-year period.
- Develop, implement, and conduct an orientation program for new committee members.
- Staff Training on Travel Demand Model, TransCAD (OUT/IN STATE). (if needed)
- Staff Training courses conducted by Nation Highway Institute or National Transit Institute (OUT/IN STATE).
- Staff Attendance at Transportation Research Board's Annual Meeting (OUT/IN STATE).
- Staff participation in AMPO's Annual Conference, AMPO's Technical Conference (OUT/IN STATE).
- Staff attendance/participation in Transportation Research Boards working groups. (OUT/IN STATE).

2315 - Public Involvement Activities

Products/Activities:

- Project specific public involvement.
- Review and update the Public Participation Plan (PPP) as needed.
- Amend Title VI and LEP Policy as needed.
- Issue press releases and advisories related to transportation planning and projects in the region.
- Develop and expand a stakeholder's contact list for notification of planning activities.
- Maintain MPO website.
- Work collaboratively with local, state, and federal officials and agencies to help achieve established transportation goals and objectives.
- Actively participate in meetings and planning sessions of various public and private stakeholder groups that have direct or indirect involvement in transportation planning, land use planning, economic development, community development, infrastructure development.

2316 – Equity and justice 40

Products/Activities:

- Improve access for non-motorized travel in Underserved Communities
- Improve access and service for public transportation in Underserved Communities
- Plan for safety of all road users through infrastructure improvements and speed management
- Reduce single-occupancy travel
- Offer reduced public transportation fares as appropriate.
- Plan for demand-response service towards communities with higher concentrations of older adults and those with poor access to essential services.
- When developing transit-oriented development, consider equitable and sustainable practices.

2317 – MPO Committee Meetings

Activities:

- 10-12 PACOG Board meetings annually.
- 10-12 CAC/TAC Committee meetings annually.
- Participate in local committee's (i.e., ADA, PACE, City Electrification Working Group)

2318 – Coordination with Pueblo Transit

Activities:

- Conduct quarterly meetings with staff from Pueblo Transit to coordinate with MPO activities that will benefit transit operations within the Pueblo region.
- Coordinate with Pueblo Transit on LRTP Vision Plan and GIS mapping
- Assist with grant applications by providing Data and background supporting information.
- Incorporate transit planning as a requirement when selecting project for funding
- Partner with Pueblo Transit to resolve transportation issues effecting Transit within the region

2319- Miscellaneous Administrative Activities

Activities:

- Perform the routine administrative, personnel, contractual and management activities, and tasks necessary to maintain and support a viable long-range transportation planning process.
- Procure, upgrade and/or maintain computer systems, software and equipment required to carry out an efficient and effective transportation planning process.

WORK ELEMENT 2320 – DATA COLLECTION AND MANAGEMENT

Objective – to develop and maintain data necessary for informed decision making relating to the MPO transportation system.

2321 – Traffic Counting and Data Management

Activities:

- Obtain, update, convert, refine, and maintain traffic count data for the Pueblo area. This includes national highway system, state highway system, county, and local roadways.
- Continue traffic counting program to support transportation modeling and impacts on urban or non-urban areas.
- Continue bike/pedestrian counting on trails within PACOG area.

2322-Traffic Crash Monitoring Program

Activities:

- Update and maintain crash databases.
- Analyze traffic and collision data for trends.
- Prepare projections and reports for planning uses.
- Publish Crash Summary Data annually with 5-years historical crash data.

2323-MPO Database Management

Activities:

- Update MPO Databases and GIS layers as information becomes available.
- Prepare and maintain maps, records, booklets, etc. that summarize or depict the PACOG MPO census data.
- Conduct other census related work and activities necessary to support transportation planning.
- Provide current transportation planning materials and maps as requested by citizens and various agencies within the MPO region.
- Establish an Area Wide Pavement Condition Rating System and Collect Base Data for Inventory and Performance Measures.
- Participate in the Statewide Travel Demand Survey when CDOT initiates update.

2324 - Population and Land Use Data Collection**Activities:**

- Update MPO Databases and GIS layers as information becomes available.
- Prepare and maintain maps, records, booklets, etc. that summarize or depict the PACOG MPO census data.
- Conduct other census related work and activities necessary to support transportation planning.

2325 - Traffic Counting Program/Traffic Crash Data and Highway Safety**Activities:**

- Continue count cycle to be included in five-year counts included in the base data for the MS2 software.
- Contract counts outside of City in include in five-year count database
- Develop and distribute 2022 Traffic Flow Maps (On-call Consultant)
- Provide traffic count reports to CDOT in format compatible with the national HPMS Database.
- Continue count pedestrians and bicycles for Pueblo Regional Trail System and the Pueblo West Trail System.
- Download and maintenance of State of Colorado crash data and as time permits, review, verify, and attempt to resolve data discrepancies to improve accuracy.
- Merge crash data into the MS2 crash data software which will allow for the development of summary reports and maps with crash data to assist planning partners in identifying potential safety improvement projects. Obtain, update, convert, refine, and maintain surface roadway systems data for the Pueblo area. This includes national highway system, state highway system, county, and local roadways.
- Obtain, update, convert, refine, and maintain Pueblo Transit systems data for the Pueblo area. This includes updating of route and stop location changes.
- Maintain ArcGIS applications to current versions utilized throughout the PACOG area to insure accessibility of transportation related GIS data.
- Obtain, update, convert, refine, and maintain non-motorized transportation systems data for the Pueblo area. This includes bike routes, regional trail systems, designated mountain bike trails, and future bike and trails planning.
- Update local transportation system data to reflect changes to the future transportation network as modified by local or county government actions.
- Convert graphics from various planning documents, utilizing GIS software, to analyze the consistency between the LRTP and proposed developments.

WORK ELEMENT 2330 – TRANSPORTATION PLANS, PERFORMANCE MEASURES, GREEN HOUSE GAS REDUCTION, ACTIVE TRANSPORTATION, AND SCENARIO PLANNING

Monitor the adopted 2045 PACOG LRTP for compliance and make amendments as necessary.

2331 – Metropolitan Transportation Plan**Activities:**

- 2045 LRTP Implementation
- Ongoing updating and maintenance of a 6-year capital plan of projects for inclusion into the TIP.

- Monitor the approved 2045 LRTP and make amendments where significant changes have been identified.
- Coordinate with CDOT's implementation of GHG Emissions as final rule making is completed and implementation of.
- Review local plans for consistency with the LRTP.

2332 – Implementation of Performance Measures

Activities:

- Develop baseline performance measures consistent with CDOT's measures.
- Coordinate with CDOT's implementation of performance measures as final rule making is completed.
- Amend performance measures as needed to be consistent with state-wide measures.
- Report annually on Goals of the established measures.

2333 – Travel Demand Model

Activities:

- Continue to run project scenarios based on projects identified in the 2045 LRTP.
- Continue to refine the TDM developed in 2015 as new social/economic data becomes available.
- Update local transportation system data to reflect changes to the future transportation network as modified by local or county government actions.
- Supply CDOT with Data from Model runs that contain "Regionally Significantly" projects to be used in Moves III to Report Green House Gas Emissions.
- Update TDM with 2020 census and establish new TAZ if needed.

2334 – Federal Highway Functional Classification Review

- In coordination with CDOT, review the existing Functional Classifications and update as necessary based on the new 2020 census data.

2335 – Transportation Improvement Program

To prepare the Transportation Improvement Program to ensure that all expected funding sources are accurately accounted for and programmed, consistent with policies to ensure adoption by PACOG, CDOT, and FHWA.

Activities:

- Prepare, coordinate, and distribute required administrative modifications and amendments to the adopted TIP following a review of compliance/progress verification, along with submittal of corresponding request for inclusion in the State Transportation Improvement Program (STIP).
- Produce and distribute an annual list of projects obligated the prior FFY within.
- Plan, organize and facilitate the updating of the TIP on an annual basis and apply fiscal constraint to a proposed projects list. Validate or modify the list of programmed projects to be executed in subsequent years of the adopted TIP.
- In conjunction with the amendment and update of the FY2022-2025 Transportation Improvement Program (TIP), MPO Annual Certification of the Planning Process (23 CFR 450.334 & CFR 613.100).

- Implement a project tracking system utilizing TELLUS or similar project/mapping management system for visualization of projects and locations.
- In accordance with state and federal requirements and policies, analyze the potential environmental and environmental justice impacts of proposed projects.

2336 – Transition to a Clean Energy, resilient future

- Facilitate in location of EV Charging locations and equity.
- Begin framework for GHG Mitigation Plan
- Create a Carbon Reduction Plan with CDOT
- Implement GHG mitigation strategies
- Identify barriers to and opportunities for deployment of fueling and charging infrastructure.
- Evaluate opportunities to reduce greenhouse gas emissions by reducing single-occupancy vehicle trips
- Increasing access to public transportation
- Shift to lower emission modes of transportation
- Identify transportation system vulnerabilities to climate change impacts and evaluate potential solutions.

2337 – Complete Streets

- Plan, and coordinate with regional stakeholders to plan and develop safe streets for all users.
- Enable pedestrians, bicyclists, transit riders, micro-mobility users, freight delivery services, and motorists to have a safe, accessible, and comfort to their destination.
- Provide an equitable and safe transportation network for travelers of all ages and abilities.

WORK ELEMENT 2340 SHORT RANGE PLANNING AND PROGRAMS

Objective – These are intended to be planning activities that will completed annually or completed in a specific FFY of the UPWP.

2341 – On-Call Transportation Technical Assistance Consultant

This element is developed as a placeholder for funding for consultant's services to assist with planning activities, which provides flexibility to the MPO to use a portion of additional CPG funds later. General consultant services may be used for Long Range Transportation Plan activities, traffic count program, Travel Demand Modeling, Pavement Condition Rating or Planning studies.

- Aid on plans, reports, and/or studies that require computer simulation/visualization of corridors, projects, systems, or road networks as needed.
- Provide Area-Wide Local Roadway Safety Plan
- Provide traffic model as needed and requested by MPO
 - Run project scenario based on projects identified in the 2045 LRTP and as requested by MPO staff.
 - Refine Travel demand model developed in 2015 as new social/economic data becomes available such as but not limited to 2020 census data.
 - Development of the 2050 regional population forecast
 - Update local transportation system data to reflect change to the future transportation network as modified by local or county government actions.

- Review Functional Classification and update as necessary based on the new 2020 census data.
- Update TAZ with 2020 census data and re-configure traffic model
- Collaborate with CDOT Consultant and MPO to establish baseline and mitigation plan
- Facilitate MPO on ongoing administrative process for establishing, tracking, and verifying mitigation & performance measures.
- Assist MPO and CDOT with Green House Gas Mitigation Plan & Carbon Reduction Plan
- Provide updated GIS data (shape files) to MPO such as:
 - Update PACOG GIS maps as needed:
 - New roadways
 - Proposed roadways
 - New trails/bike routes/bike lanes
 - Create Regional bike plan with updated information
 - Roadway classifications
- Provide Pueblo Transit
 - Route expansion studies and analysis
 - Increased Ridership modeling and analysis
 - NTD data collection for federal reporting.
 - Route consolidation and expansion planning

2342 – Regional, Statewide, and Federal Planning Participation

Activities:

- Regular participation in regional planning activities in cooperation with PACOG member entities.
- Regular attendance at State Transportation Advisory Committee (STAC) meetings.
- Review major annexation plans for transportation impacts.
- Evaluate development impacts which may require amendments to the adopted Long Range Transportation Plan and/or Transportation Improvement Program.
- Review land use issues affecting the transportation system.
- Attendance at Transportation Commission (TC) meetings if necessary to represent the interests of the PACOG MPO/TPR.
- Participation and support the Southwest Chieftain North Front Range Passenger Rail Commission.
- Participation in joint or coordinated planning studies conducted cooperatively by the four Front Range MPOs.
- Regular participation in statewide committees for special studies that may have impacts in the PACOG MPO area, (i.e. Freight, Rail, Intracity transit)
- Work and coordinate with FLMA

2343 – Planning and environmental Linkages

Activities:

- Implement planning and environmental linkages (PEL) as part of the transportation planning and environmental review process.
- Develop partnerships with resource agency staff

- Provide PEL resources and educational training to local jurisdictions.
- Create PEL methodologies for transportation planning in PACOG region.

2344– Special projects and other Transportation Mode Planning

This element is developed as a placeholder for funding of any special projects that may arise within the PACOG region.

RESOLUTION NO. 2022-016

A RESOLUTION ADOPTING THE UNIFIED PLANNING WORK PROGRAM (UPWP) AMENDMENT FOR FEDERAL FISCAL YEARS (FFYS) 2022 AND 2023 FOR THE PUEBLO AREA COUNCIL OF GOVERNMENTS (PACOG) AS THE DESIGNATED METROPOLITAN PLANNING ORGANIZATION (MPO) FOR THE PUEBLO URBAN AREA IN COMPLIANCE WITH 23 USC 134, 49 USC 5303, 23 CFR 450 AND 500, AND 49 CFR 613; AND AUTHORIZING AND DIRECTING THE CITY OF PUEBLO IN ACCORDANCE WITH THE PACOG AND CITY OF PUEBLO DELEGATION AGREEMENT DATED SEPTEMBER 23, 2021 TO ADMINISTER AND IMPLEMENT THIS UPWP IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

WHEREAS, the Pueblo Area Council of Governments (PACOG) is the recognized Metropolitan Planning Organization for the Pueblo area as designated by the Governor of Colorado in accordance with 23 U.S.C. 134(b); and

WHEREAS, PACOG has developed an annual Unified Planning Work Program (UPWP) and budgets for the Federal Fiscal Years 2022 and 2023 in compliance with the requirements of 23 USC 134, 49 USC 5303, 23 CFR 450 and 500, and 49 CFR 613 Act; and

WHEREAS, the FFY 2022-2023 UPWP AMENDMENT was developed through local collaboration with comments and recommendations from the state and federal funding agencies; and

WHEREAS, the UPWP reflects the priorities, scope of work, and level of effort required for all of the agencies responsible for regional transportation planning for FFY 2022-2023.

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

SECTION 1:

The PACOG Unified Planning Work Program for Fiscal Year 2022-2023 is hereby approved and adopted.

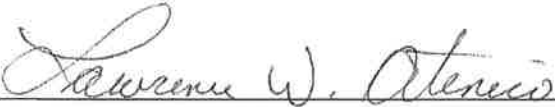
SECTION 2:

The PACOG Board hereby authorizes and directs the City of Pueblo in accordance with the PACOG and City of Pueblo Delegation Agreement dated September 23, 2021, to administer and implement this UPWP in accordance with all applicable federal, state, and local laws and regulations.

SECTION 3:

This resolution shall become effective immediately upon passage and approval.

PASSED AND ADOPTED this 25th day of August, 2022 by
the PACOG.



Chairperson, Pueblo Area Council of Governments

ATTEST:



PACOG Recording Secretary



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 24, 2022

TO: President Heather Graham and Members of City Council
CC: Mayor Nicholas A. Gradisar
VIA: Marisa Stoller, City Clerk
FROM: Scott Hobson, Acting Director Planning and Community Development
SUBJECT: AN ORDINANCE APPROVING A DELEGATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS FOR 2023 TRANSPORTATION PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the annual delegation agreement between Pueblo Area Council of Governments (PACOG) and the City of Pueblo for Transportation Planning Services from January 1, 2023 to December 31, 2023 as specified in the approved FY 2022-23 Unified Planning Work Program (UPWP).

PREVIOUS COUNCIL ACTION:

The City is currently operating under the 2022 delegation agreement between PACOG and the City of Pueblo approved by Ordinance 10035, October 25, 2021

BACKGROUND:

This Ordinance approves the annual delegation agreement for Transportation Planning Services between PACOG and the City of Pueblo. The agreement establishes the responsibilities of the City of Pueblo and PACOG for the implementation of the tasks in the FY 2022-23 UPWP, adopted by PACOG Resolution 2022-016 on August 25, 2022. The agreement also allows for Pueblo County staff to be paid for providing transportation planning services in cooperation with the City

FINANCIAL IMPLICATIONS:

PACOG will reimburse the City up to \$1,070,687 Consolidated Planning Grant Funds, which includes all estimated federal and local carryover funds from previous fiscal years. The City Finance Department will expend staff time to prepare and submit monthly financial reports for reimbursement of City transportation planning expenditures.

BOARD/COMMISSION RECOMMENDATION:

The 2023 Delegation Agreement was approved by the PACOG Board by unanimous consent at their October 27, 2022, meeting. (Signed Agreement will be available prior to second reading)

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

If City Council does not approve this Ordinance, PACOG will look at other options for the operation of the PACOG Metropolitan Planning Organization which is responsible for transportation planning for the Pueblo Urbanized Planning Area and the Pueblo Rural Transportation Planning Region.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. 2023 PACOG - City Delegation Agreement

ORDINANCE NO. 10320

AN ORDINANCE APPROVING A DELEGATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS FOR 2023 TRANSPORTATION PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Agreement for Transportation Planning Services effective January 1, 2023, between the Pueblo Area Council of Governments (PACOG) and the City of Pueblo, a Municipal Corporation, to provide transportation and planning services, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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 October 24, 2022.

Final adoption of Ordinance by City Council on November 14, 2022.



President of City Council

Action by the Mayor:

- ☒ Approved on November 17, 2022.
- ☐ Disapproved on _____ based on the following objections:



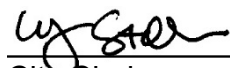
Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk

AGREEMENT FOR TRANSPORTATION PLANNING AND IMPROVEMENT SERVICES FOR 2023

THIS AGREEMENT (Agreement) is made and entered into effective the 1st day of January 2023, by and between the Pueblo Area Council of Governments, hereinafter referred to as "PACOG", the City of Pueblo, a Municipal Corporation, hereinafter referred to as "CITY".

WITNESSETH THAT:

WHEREAS, PACOG serves as the Metropolitan Planning Organization (MPO) for the Pueblo Urban Area, and the Transportation Planning Region (TPR) for all of Pueblo County,

WHEREAS, PACOG is eligible to receive funds to perform the work tasks for these activities and has entered one or more agreements with the State of Colorado and/or the U.S. Department of Transportation for transportation planning and improvement projects whereby funding may be made available to PACOG under provisions of said agreements, and statutes, laws and regulations referenced in said agreements; and

WHEREAS, CITY has the authority, capacity, and ability to undertake such transportation planning and improvement projects; and

WHEREAS, PACOG desires to contract with CITY to provide services, activities, and project execution required of PACOG under the aforesaid agreements through the City of Pueblo Urban Transportation Planning Division (UTPD), and others.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. WORK TASKS; RESPONSIBILITIES OF CITY

(a) CITY agrees to satisfactorily perform and complete, using its own employees, employees of Pueblo County (herein after referred to as "COUNTY" or such consultants or contractors selected by PACOG in accordance with the regulations and policies of the Colorado Department of Transportation (CDOT) and the Federal Highway Administration (FHWA), the planning services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the amended FY 2022-2023 Unified Planning Work Program adopted by PACOG Resolution 2022-016 on August 25, 2022 incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) CITY is authorized to have pre-approved staff from COUNTY work mutually with CITY staff, and consultants to complete work for services, activities, and project execution required of PACOG as identified in the Scope of Work included as Appendix A attached hereto and incorporated herein by this reference.

(c) CITY represents that it: (i) has the requisite authority and capacity to perform the services and work contemplated in the FY 2022-2023 UPWP, as approved, and; (ii) that it is a home rule city and political subdivision of the State of Colorado; (iii) that it is fully aware of and understand its duty to perform all functions and services in accordance with the regulatory requirements set forth in 23 CFR Parts 420 and 450 and 49 CFR Part 18 and those identified

in the Memorandum of Agreement (MOA) adopted by PACOG on October 27, 2022, and incorporated herein by reference, in full compliance with all the provisions of this Agreement.

2. RESPONSIBILITIES OF PACOG

PACOG shall designate a representative who will be authorized to make all necessary decisions required of PACOG on behalf of PACOG in connection with the performance of this Agreement and the disbursement of funds in connection with the program. In the absence of such a designation, the Mayor and the Pueblo County Attorney, acting jointly, shall be deemed as PACOG's authorized representative.

3. CITY'S COMPENSATION AND METHOD OF PAYMENT

(a) PACOG will pay to CITY, an amount up to that specified in subparagraph (d) of this paragraph as full compensation for all services and work to be performed or undertaken by CITY under this Agreement which is within the FY 2022-2023 UPWP, as approved. Payment of funds to CITY are subject to the following requirements, which shall be conditions precedent to payment: (i) that CITY staff time has been expended for eligible activities or CITY has obligated or expended funds for eligible approved expenditures, (ii) that CITY is not in default of any material provisions of this Agreement nor applicable law or regulation, (iii) that CITY has submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items, (iv) that, if required by the terms or conditions of an applicable financial assistance agreement, CITY has certified with each payment or reimbursement request compliance with the requirements identified in the MOA and that all staff time and obligations or expenditures for which payment is sought were made for and in furtherance of an approved project or work and are an eligible use of assistance under the law and regulations applicable to such assistance, and (v) that PACOG has timely received from CDOT and local agency matches sufficient funds to make the payment or reimbursement hereunder.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable regulations including but not limited to those contained in the MOA and those set forth in 49 CFR Part 18, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the FY 2022-2023 UPWP, as amended.

(c) Expenses for pre-approved COUNTY staff time and other eligible reimbursable expenses shall be paid to the COUNTY following the submittal and approval of invoices detailing the eligible reimbursement items.

(d) PACOG shall pay to CITY for services covered by the FY 2022-2023 UPWP, as approved a sum not to exceed the amounts identified in the FY 2023 PACOG budget (\$1,070,687.00) and/or rates set forth in those documents as incorporated herein by reference and as may be amended in writing, in full compliance with all the provisions of this Agreement.

(e) In the event PACOG requests or authorizes work beyond or in addition to that set forth in the FY 2022-2023 UPWP, as approved, PACOG shall pay additional compensation to the CITY. The amount of such additional compensation shall be negotiated, but in the event the parties fail to negotiate or are unable to agree regarding compensation, CITY shall be compensated

for staff time and its costs at the rates set forth in paragraph (d), above, and for the work of subcontractors and consultants in an amount equal to the reasonable actual cost to CITY.

4. TERM OF AGREEMENT.

The term of this Agreement shall be from January 1, 2023 to December 31, 2023 unless sooner terminated as herein provided.

5. TERMINATION OF AGREEMENT.

(a) For Cause. This Agreement may be terminated by PACOG for cause, including any nonperformance by CITY, upon thirty (30) days written notice to CITY including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the PACOG's governing body at a regular or special meeting of same whose decision shall be final. The determination of the PACOG as to the cause of termination and the appropriateness thereof shall be final and binding upon both PACOG and the CITY. Cause for termination shall mean any material failure by CITY to comply with any term of this Agreement.

(b) For Convenience. This Agreement may be terminated for convenience in accordance with the provisions of 49 CFR 18.44. This Agreement shall automatically terminate at the end of its term as well as in the event of any suspension, reduction, or non-receipt of the financial assistance or State or Federal grant funds by PACOG.

(c) Post Termination Procedures. In the event of termination, CITY shall cease further work and CITY shall be entitled to receive just and equitable compensation for satisfactory work performed through the date of termination for which compensation has not previously been paid nor reimbursement made.

6. ASSIGNABILITY.

This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party. Any assignment or attempted assignment made in violation of this provision shall, at the non-assigning party's election, be deemed void and of no effect whatsoever.

7. CONFLICT OF INTEREST.

CITY certifies that neither it nor any members of its City Council, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. CITY shall avoid all conflicts of interest which are prohibited by applicable federal regulations, if any, including but not limited to those set forth in 49 CFR 18/36(b)(3) as presently promulgated and as same may be revised from time to time in the future.

8. CITY RECORDS.

CITY shall maintain records as to services provided, reimbursable expenses incurred in performing the Work Tasks, and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the PACOG's auditor and acceptable to COOT and FHWA. CITY agrees to comply with all applicable uniform administrative requirements described or referenced in applicable state or federal regulations, including those set forth in the MOA as a part of this Agreement. PACOG, COOT, the Comptroller General of the United States, the Inspector General of the U.S. Department of Transportation, and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers, electronic media, and records of CITY which relate to this Agreement for the purpose of making an audit or examination. Upon completion of the work and end of the term of this Agreement, the PACOG may require that a copy of all of CITY's financial records relating to this Agreement to be turned over to PACOG.

9. MONITORING ANDEVALUATION.

PACOG shall have the right to monitor and evaluate the progress and performance of CITY to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with CDOT's, FHWA's, FTA's, PACOG's and other applicable monitoring and evaluation criteria and standards. PACOG may quarterly review CITY performance using on-site visits, progress reports required to be submitted by CITY, audit findings, disbursement transactions and contact with CITY as necessary. If requested, the CITY shall furnish to the PACOG periodic but not less frequently than quarterly program and financial reports of its activities in such form and manner as may be requested by the PACOG. CITY shall fully cooperate with PACOG relating to such monitoring and evaluation.

10. CITY FILES AND INFORMATION REPORTS.

CITY shall maintain files, including electronic media, containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income, if any. These records shall be retained by CITY for a period of three years after the completion of the Work Tasks.

11. INDEPENDENCE OF CITY.

Nothing herein contained nor the relationship of CITY to PACOG, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make CITY or any of CITY's agents or employees the agents or employees of the PACOG. CITY shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

12. LIABILITY: INSURANCE.

As to PACOG, CITY agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including the loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by CITY or by the conditions created thereby; provided, however, that nothing in this paragraph is intended, nor should it be construed, to create or extend any right, claims or benefits or assume any liability for or on

behalf of any third party, or to waive any immunities or limitations otherwise conferred under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et. seq. CITY shall provide and maintain Workers' Compensation insurance coverage or self-insurance on its employees complying with the requirements of State law.

13. SPECIAL REQUIREMENTS APPLICABLE TO IMPROVEMENTS TO PROPERTY.

(a) In addition to all procurement requirements otherwise applicable to CITY pursuant to any other provision of this Agreement or pursuant to any Requirement of law or regulation incorporated in this Agreement by reference, if any portion of the funds provided to CITY under this Agreement are to be used for making improvements to real property, including new construction, rehabilitation, or remodeling, then in such event CITY shall comply with all requirements of this Paragraph 13.

(b) No improvements shall be undertaken to real property with funds (or reimbursement) provided hereunder unless and until: (i) plans and specifications therefore have been prepared by either a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado or an Architect duly licensed and authorized to conduct a practice of architecture in the State of Colorado; and (ii) all construction contracts for improvements for which payment is sought from PACOG shall have been awarded only after an open, competitive bidding process which allows qualified contractors to reasonably participate.

(c) If this Paragraph 13 is applicable, no disbursement of funds to CITY shall be made by PACOG hereunder unless and until all conditions precedent to payment specified elsewhere in this Agreement have been satisfied and CITY files with PACOG's designated representative a written request for payment signed by an architect, engineer, or an officer of CITY that certifies (i) that the amounts included in the request for payment have not been included in any prior request for payment, and (ii) that the improvements listed therein for which payment is sought have been completed in accordance with the approved plans and specifications therefor.

(d) In every contract for construction of improvements for which payment or reimbursement from PACOG is to be provided under this Agreement, CITY shall include a contract clause or clauses, requiring the contractor, and all of the contractor's subcontracts of all tiers, to comply with the applicable requirements of the Davis-Bacon Act and implementing regulations, and to pay all laborers and mechanics engaged in work upon the improvements at the prevailing wage rates for such work as determined by the U.S. Department of Labor.

14. EQUAL EMPLOYMENT OPPORTUNITY.

In connection with the performance of this Agreement, CITY shall comply with the provisions of Title VI of the Civil Rights Act of 1964 and the Title VI assurance executed by PACOG and the State of Colorado under 23 U.S.C. 324 and 29 U.S.C. 794 and the provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the U.S. DOT implementing regulations (49 CFR 27,37, and 38) as certified in the FY 2022-2023 UPWP.

15. ENTIRE AGREEMENT; AMENDMENTS.

The provisions set forth in this Agreement, and all documents as incorporated herein by reference, in full compliance with all the provisions of this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of CITY and PACOG.

16. SIGNATURES.

The persons signing this Agreement on behalf of each party represent and warrant that such persons and their respective party have the requisite power and authority to enter, execute and deliver this Agreement and this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

IN WITNESS, WHEREOF, CITY and PACOG have executed this Agreement effective as of the date first above written and under the laws of the State of Colorado.

ATTEST:

PUEBLO AREA COUNCIL OF GOVERNMENTS

Secretary

By _____
Chairperson

ATTEST:

CITY OF PUEBLO

City Clerk

By _____
President, Pueblo City Council

APPENDIX A

SCOPE OF WORK

CITY is authorized to pre-approved staff from COUNTY to work mutually with CITY staff, and consultants to complete work for transportation planning services, activities, and project execution required of PACOG for planning services and items of work including all labor and materials encompassed within or reasonably necessary to accomplish the assigned tasks and functions described in the amended FY 2022-2023 Unified Planning Work Program adopted by PACOG Resolution 2022-016 on August 25, 2022.

PROFESSIONAL FEE SCHEDULE

CITY shall compensate the COUNTY for the Scope of Services, approved by CITY, in accordance with paragraph 3.C. above, in the following manner:

1. An hourly fee comprised of the employee's hourly rate and benefits, excluding administrative and overhead charges, for the completion of approved work documented and approved from invoices submitted by COUNTY.
2. Reimbursement of qualifying additional expenses authorized for the satisfactory performance and completion, of the planning services and items of work in accordance with the regulations and policies of the Colorado Department of Transportation (CDOT) and the Federal Highway Administration (FHWA), encompassed within or reasonably necessary to accomplish the tasks and functions described in the FY 2022-2023 UPWP, as adopted by PACOG Resolution 2022-016 on August 25, 2022.
3. The Scope of Work for COUNTY staff that is subject to approval by CITY shall be specifically for eligible transportation planning activities that include work tasks the following tasks identified in the FY 2022-2023 UPWP:
 - i) Initiate discussions with MPO stakeholders regarding the creation of a Pueblo Regional Transportation Authority (RTA) or other dedicated funding sources for transportation.
 - ii) Integrating transit, bicycle and pedestrian planning into all transportation planning efforts.
 - iii) Review proposed major county subdivision proposals, zoning changes, site plans, planned developments and land use issues for impacts to the transportation system and require amendment of the PACOG Long Range Transportation Plan.
 - iv) Assist PACOG members by providing information and other assistance with transportation

- v) Participate in professional training and conferences via teleconferencing, e-mail discussion lists, and webinars.
- vi) Attend FHWA/FTA training programs and other transportation conferences for technical or professional training.
- vii) Meet with FHWA and COOT monthly for MPO updates and discussion
- viii) Assist in providing accurate and current information for the PACOG MPO/TPR website.
- ix) Prepare demographic data as needed for transportation modeling used for special studies and/or project consultants.
- x) Analyze and document current and updated traffic count data for the Pueblo area.
- xi) Analyze and document current and updated collision data for trends and recommended solutions to reduce crash rates.
- xii) Review transit system expansion and route service in planning projects and sub-area studies.
- xiii) Obtain, update, convert, refine, and maintain surface roadway systems data for the Pueblo area. This includes national highway system, state highway system, county and local roadways.
- xiv) Obtain, update, convert, refine, and maintain transit systems data for the Pueblo area. This includes updating of route and stop location changes.
- xv) Utilize the PACOG Travel Demand Model program to run scenarios involving roadway improvements and construction on new transportation routes to evaluate costs and benefits.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 24, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE A PORTION OF LOTS 15, 16, 17, AND ALL OF 18 TO 21, BLOCK 2, DELAVAN PLACE SUBDIVISION FROM B-4, CENTRAL BUSINESS DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE DISTRICT

SUMMARY:

The applicant is requesting to rezone one parcel (.5 acres), located in the Corona Park/Blocks neighborhood just southeast of 4th Street and Chapa Place from B-4, Central Business District to R-5, Mixed-Residential and Office District to facilitate the development of a new apartment complex. The applicant is concurrently requesting to vacate portions of Sumner Avenue, Pearl Street and Burdette Avenue and is also requesting a rearrangement of property boundaries (RPB-22-08).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant is requesting to rezone the .5-acre property from B-4 to R-5, Mixed Residential District to support the construction of a new apartment complex. The site is located in the Corona Park/Blocks neighborhood just southeast of 4th Street and Chapa Place. The purpose of the R-5 Zone District is "designed to retain and provide areas of high-density multifamily dwelling unit structures with limiting commingling of professional offices and studios." The applicant's intended use is categorized as "Residence, multifamily" and is a Use By Right in the proposed R-5 Zone District. The area is designated as Parks and Open Space Land Use Category since it was recently owned by the Pueblo Conservancy District. This parcel is zoned B-4 and after being rezoned will be combined into a 3.1-acre development site through a rearrangement of property boundaries. The applicant is concurrently applying to vacate Pearl, portions Sumner, and Burdette streets while providing easements for access and utilities to complete the development site. The applicant has provided a conceptual site plan detailing a six story, 97-unit apartment building with a 18,745 square foot footprint with

an expansive parking lot surrounding the building. The applicant will be providing 145 parking spaces or 1.45 per unit. The development will require a rearrangement of property boundaries, as well as an approved development agreement with the City of Pueblo before a building permit can be issued. The property is also required to have 50% of the parcel in landscaped open space since the proposed building is more than four stories. If a public park is within ¼ mile of the property, the applicant can pay cash in lieu of an open space dedication for the portion of the open space dedication that is under the 50% requirement. The proposed rezoning is not in full conformance with the Pueblo Regional Comprehensive Plan but is in conformance with the existing pattern of development in the immediate area and the adjacent category most representative of its development potential.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their September 14, 2022 Regular Meeting, voted 5-0 to recommend approval. Commissioners Martinez 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 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-22-13 Bluffs Rezoning

ORDINANCE NO. 10321

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE A PORTION OF LOTS 15, 16, 17, AND ALL OF 18 TO 21, BLOCK 2, DELAVAN PLACE SUBDIVISION FROM B-4, CENTRAL BUSINESS DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-4 Central Business District to R-5, Multiple Residential and Office Zone District:

LOTS 15, 16 AND 17, EXCEPTING THAT PORTION CONVEYED TO THE DENVER & RIO GRANDE WESTERN RAILROAD COMPANY, A DELAWARE CORPORATION BY DEED RECORDED NOVEMBER 21, 1921 IN BOOK 529 AT PAGE 92, AND LOTS 18 TO 21, INCLUSIVE, BLOCK 2, DELAVAN PLACE, COUNTY OF PUEBLO, STATE OF COLORADO

SECTION 2.

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

SECTION 3.

This Ordinance shall 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 October 24, 2022.

Final adoption of Ordinance by City Council on November 14, 2022.



President of City Council

Action by the Mayor:

- ☒ Approved on November 17, 2022.
- ☐ Disapproved on _____ based on the following objections:

Hilda Leal
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.

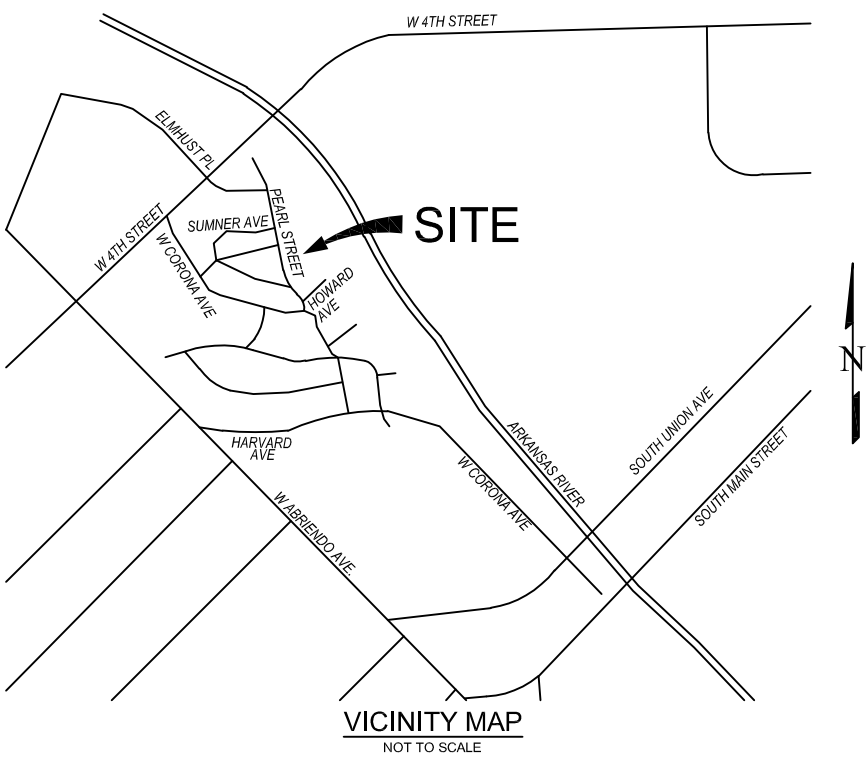
President of City Council

ATTEST

Ly Gier
City Clerk

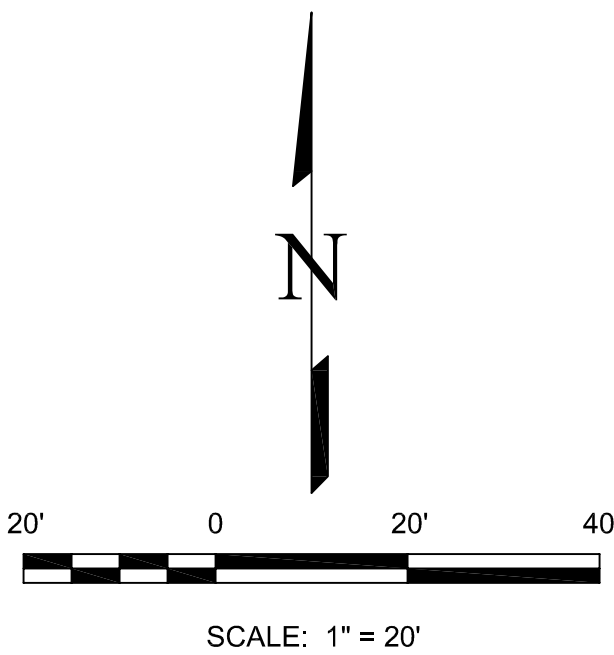
THE BLUFFS REZONE EXHIBIT

A PORTION OF LOTS 15, 16, AND 17, AND ALL OF LOTS 18 THROUGH 21, BLOCK 2, DELAVAN PLACE
BEING A PORTION OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



LEGAL DESCRIPTION:

LOTS 15, 16 AND 17, EXCEPTING THAT PORTION CONVEYED TO THE DENVER & RIO GRANDE WESTERN RAILROAD COMPANY, A DELAWARE CORPORATION BY DEED RECORDED NOVEMBER 21, 1921 IN BOOK 529 AT PAGE 92, AND LOTS 18 TO 21, INCLUSIVE, BLOCK 2, DELAVAN PLACE, COUNTY OF PUEBLO, STATE OF COLORADO



LEGEND:

- [Hatched box] AREA TO BE REZONED R-5
- [Dashed box] *CURRENT OWNER* B-4
- [Solid box] PUEBLO COUNTY ASSESSOR'S PROPERTY INFORMATION AND EXISTING ZONE

NOTICE:

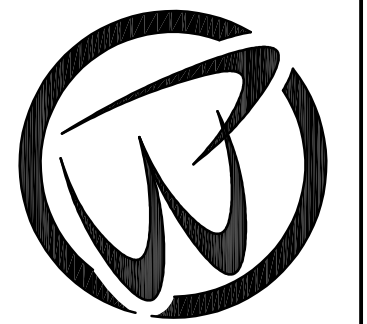
ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

REVISIONS		DESCRIPTION	DATE
NO.			

EDWARD-JAMES SURVEYING, INC.

926 Elton 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



THE BLUFFS REZONE EXHIBIT

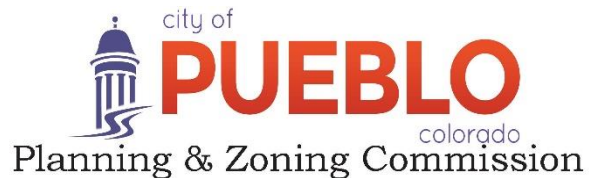
A PORTION OF LOTS 15, 16, & 17, & ALL OF LOTS 18 THROUGH 21, BLOCK 2, DELAVAN PLACE
BEING A PORTION OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 20'
JOB NO.	2299-00
DATE CREATED	6/28/22
DATE ISSUED	XX/XX/XX
SHEET NO	1 OF 1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, September 14, 2022 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNfZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:32 p.m. with Commissioner Castellucci presiding.

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

Commissioners Absent: Sarah Martinez and Christopher Pasternak

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade

Broadhead, Senior Planner; Melanie Turner, Transportation Engineer; Laura Solano, Chief of Staff; and Joe Martellaro, Associate Engineer II.

APPROVAL OF THE AGENDA: Bailey moved to approve the September 14, 2022, agenda with the following modifications:

Cases Z-22-05, S-22-03, and SAP-22-01, continued to the October 12, 2022, Planning and Zoning Commission Public Hearing. Motion was seconded by Aznar. Motion passed 4-0 (Martinez, Pasternak, and Avalos absent)

PUBLIC MEETING AND ACTION

1. 2023-2027 Proposed Capital Improvement Plan-Chief of Staff, Laura Solano, presented the draft 2023-2027 Proposed Capital Improvement Plan. Ms. Solano will present the final plan in November for Planning and Zoning Commission recommendation to City Council.

PUBLIC HEARING AND ACTION

REGULAR AGENDA

5. **Z-22-13 Rezoning: Bluffs, Parcel 536208002**, a portion of Lots 15, 16, 17 and all of lots 18 to 21, Block 2, Delavan Place Subdivision. Approximately .5 acres being rezoned from Central Business District (B-4) to Multiple Residential and Office District (R-5). Staff report by Wade Broadhead.

Public Hearing:

Applicants, David Copperman and John Wark, were sworn in by City Attorney Kogovsek and testified in support of the application.

Commission action: Bailey moved to recommend approval to City Council. Second by Spinuzzi.

Motion passed: 5-0 (Martinez and Pasternak absent)

Z-22-13

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Sr. Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: September 14, 2022

SUBJECT: Rezone from B-4, Central Business District to R-5, Multiple Residential and Office District

APPLICANT: David Copperman

PROPERTY OWNER: Inhabx

LOCATION: A portion of Lots 15, 16, 17 and all of lots 18 to 21, Block 2, Delavan Place Subdivision

CONCURRENT REQUESTS: #1 V-22-06, Vacation of portions of Pearl, Sumner, and Burdette.
#2 RPB-22-08, Rearrangement of Property Boundaries.

REQUEST:

The applicant is requesting to rezone one parcel (.5 acres), located in the Corona Park/Blocks neighborhood just southeast of 4th Street and Chapa Place, from B-4 Central Business to R-5, Mixed-Residential and Office District to facilitate the development of a new apartment complex.

BACKGROUND AND ANALYSIS:

The applicant is requesting to rezone the .5-acre property from B-4 to R-5 Mixed Residential District to support the conduction of a new apartment complex. The site is located in the Corona Park/Blocks neighborhood just southeast of 4th Street and Chapa Place. The purpose of the R-5 Zone District are “designed to retain and provide areas of high density multifamily dwelling unit structures with limiting commingling of professional offices and studios.” The applicant’s intended use is categorized as “Residence, multifamily” and is a Use By Right in the proposed R-5 Zone District. The area is designated as Parks and Open Space Land Use Category, since it was recently owned by the Pueblo Conservancy District. This parcel is zoned B-4 and after being rezoned will be combined into a 3.1 acres development site through a rearrangement of property boundaries RPB-22-08. The applicant is concurrently applying to vacate Pearl, portions Sumner, and Burdette streets while providing easements for access and utilities to complete the development site.

The applicant has provided a conceptual site plan detailing a six story, 97-unit apartment building with a 18,745 sq ft footprint with an expansive parking lot surrounding the building. The applicant will be providing 145 parking spaces or 1.45 per unit. The development will require a rearrangement of property boundaries, as well as an approved development agreement with the City of Pueblo before a building permit can be issued. The

property is also required to provide 50% of the parcel in landscaped open space since the proposed building is more than four stories. The applicant will need to pay cash in lieu of open space dedication or provide the open space on site. The proposed rezoning is in not in conformance with the Pueblo Regional Comprehensive Plan but is in conformance with the existing pattern of development in the immediate area and the adjacent category most representative of its development potential.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

Site Character:

The subject property is currently unimproved land along the western bluff of the Arkansas River and will be subdivided before development.

Neighborhood Compatibility:

North	B-4 and S-3, river trail, Arkansas river, and vacant restaurant
East	S-3 and river trail, Arkansas river and railroad yards
South	R-5, Single Family Housing
West	R-5 and B-4, Single family housing, mini storage, apartments, church, office buildings

Comprehensive Plan Compliance:

- The project site has been designated by the Pueblo Comprehensive Plan as “Parks and Open Space.” According to the Pueblo Comprehensive Plan, *Parks and Open Space*, are found at varied locations throughout the City and County. This property, as well as others, along the Arkansas River were owned by the Pueblo Conservancy District and sold to a private owner. The Comprehensive Plan Future Land Use Map did not note the change in the status of the property from flood conservancy ownership to private development in the current map. The category adjacent and most similar is Neighborhood Mixed Use which allows supporting land uses to have multifamily dwellings and has a density of typically up to 16 dwelling units an acre but may be higher based on community and neighborhood context. This particular parcel is located a good distance from an arterial street and a portion is unbuildable, regardless of the proposed development it is more appropriately zoned R-5 than B-4. The proposed R-5, Mixed-Residential and Office District is not in conformance with the current future land use category but it is in conformance with the adjacent future land use category Neighborhood Mixed Use of the Pueblo Regional Comprehensive plan.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

Minimum lot size, width and area:

The proposed .5-acre lot meets the minimum lot area. Based on number of units the minimum lot size is 97,000 square feet and the property contains over 135,000 square feet.

The proposed lot has frontages over 200 feet-foot lot width, which meets the minimum 50-foot lot width minimum.

❑ **Lot coverage:**

- The R-4 Zone District allows a maximum lot coverage of 50-percent.
- The preliminary plan shows lot coverage at less than 13%

❑ **Zone District Performance Standards:**

The R-5 Zone District Performance Standards (Sec. 17-4-4(b)(2) provide the requirements relating to minimizing the impact of the development on the surrounding neighborhood, since the proposed development is planned at 132 units, development must comply with Section 17-4-4(a)(1) & (2) below:

- (1) Three (3) to Five (5) family unit structures shall have one thousand five hundred (1,500) square feet of lot area per dwelling area.
- (2) Six (6) or more family dwelling unit structures shall have a minimum of eight thousand (8,000) of lot area or one thousand (1,000) square feet per dwelling unit, whichever is greater and, other permitted uses shall provide at least five thousand (5,000) square feet of lot area. Residential structures, if one (1) to three (3) habitable stories, shall provide at least twenty percent (20%) in landscaped open space; or if four or more habitable stories, shall provide at least fifty percent of the parcel in landscaped open space. The performance standards in Section 17-4-5 shall apply in the R-5 District.

The applicant needs 97,000 square feet of lot area to conform to the code requirements and presently they have approximately 135,984 square feet for development. The project is required to provide 50% required landscaped area since the proposed building is six stories which is 67,992 square feet. The plan sets shows that they will have 15,959 landscaped areas including patios and rooftop deck.

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 applicant's 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 property owner has signed the application.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- ❑ Comments **A full legal description of the property was provided with the application and is attached to the staff report.**

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 applicant proposes to implement a new apartment use.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

- ☐ Comments **A site plan is attached to the staff report and will be submitted separately for commercial site plan review.**

A statement of the proposed time schedule for beginning and completion of development.

- ☐ Comments **The applicant will begin development in 2023.**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- ☐ Comments **The applicant has a track record of executing large scale apartment projects in Colorado.**

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

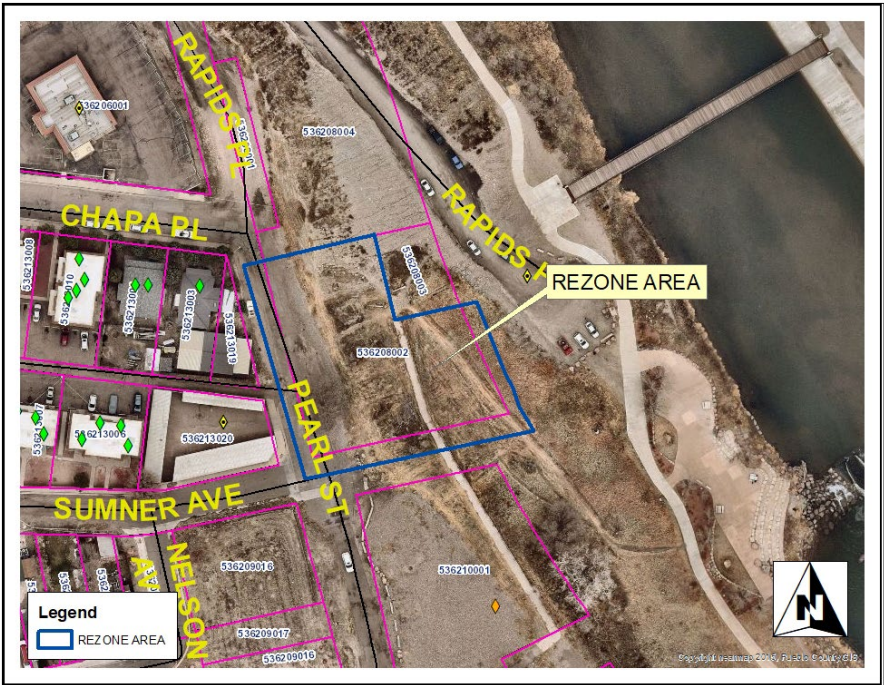
RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED**:

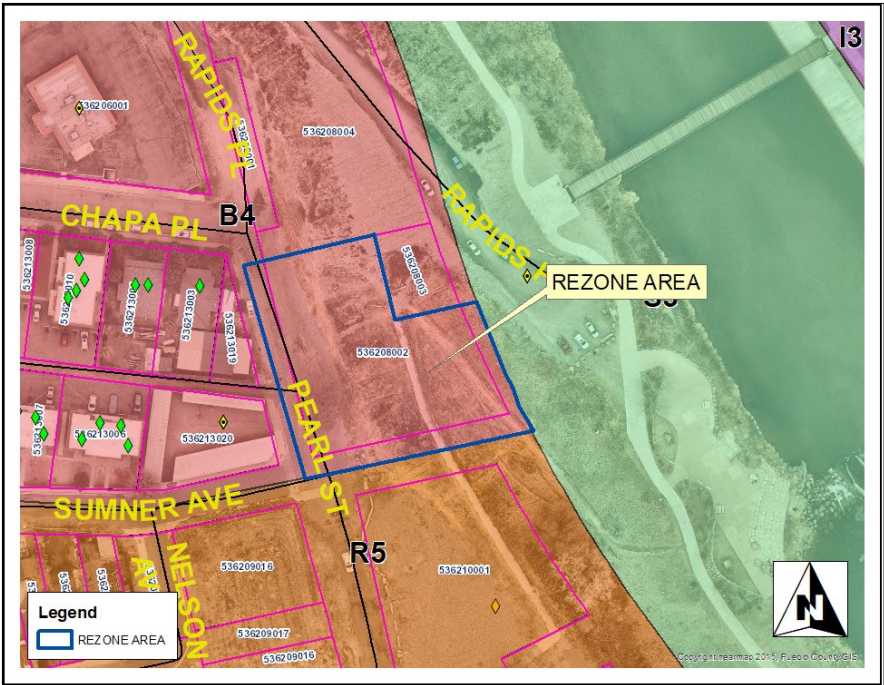
ATTACHMENTS:

- A. **Arial Photograph**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Site Photographs**
- E. **Application**
- F. **Rezoning Exhibit**
- G. **Proposed Site Plan and Elevations**

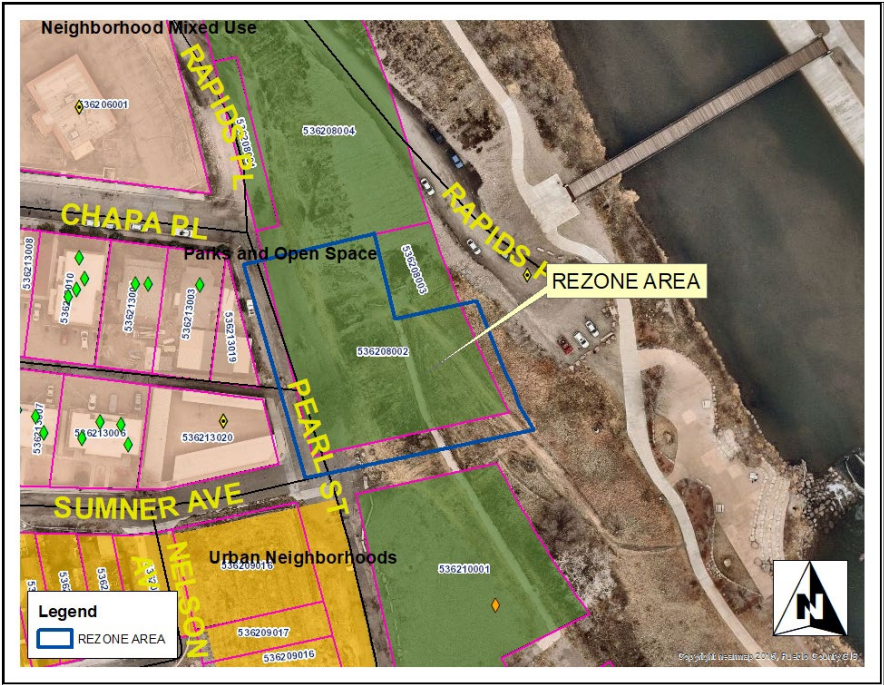
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



Site overview looking southeast



Site overview photo looking northeast



Edge of site looking east toward the Arkansas River



Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info	Property Owner		Applicant	
	Name:		Name: David Copperman	
	Company: Bluffs Opportunity Zone Business LLC		Company: Bluffs Opportunity Zone Business LLC	
	Address: PO Box 6771, Denver CO	Zip: 80220	Address: PO Box 6771, Denver CO	Zip: 80220
	Phone: (415) 515.3484		Phone: (415) 515.3484	
	Email: dc@oreamos.co		Email: dc@oreamos.co	
	Engineer		Surveyor	
	Name: Eric Burtzlaff		Name: Edward Fisher	
	Company: Raptor Civil Engineering, LLC		Company: Edward James Surveying, Inc.	
	Address: 8620 Wolff ct, Suite 105B		Zip: 80031	Address: 4732 Eagleridge cir, Pueblo
		Zip: 81008		
Phone: (720) 774.7736		Phone: (719) 545.6240		
Email: eric@raptor-civil.com		Email: edwardf@ejssurveying.com		
The applicant will be the primary contact unless otherwise noted.				
Property Info	Project Location: 5600 Pearl St			
	(address or general description)			
	Parcel No(s): 536208002			
	Existing Zone: B4		Proposed Zone (if applicable): R5	
Project Scope	PUD Name (if applicable):			
	Project Name: Bluffs			
	☐ Rearrangement of Property Boundaries: # of existing lots: _____ Total acres: _____			
	☐ Overall Development Plan			
	☐ Site Plan Review: Building area: _____ sf ☐ HARP ☐ Development Plan ☐ PUD ☐ Student Housing			
	☐ Special Area Plan			
	☐ Street Name Change: Existing Name: _____ Proposed Name: _____			
	☐ Subdivision: # of lots: _____ Total acres: _____			
	☐ Text Amendment			
	☐ Vacation: ☐ Street ☐ Alley ☐ Easement ☐ Other: _____			
☒ Other: Rezoning				

(Continue Next Page)

5/2020

(Continued from previous page)

Project Information	Provide a brief description of the proposed request: A portion of our site is B4, the remainder is R5 (Parcels 53621001, 53632007, 536209015, 536320001.) We wish to down zone, from commercial to residential, the portion that currently is B4 so that all of our parcel is zoned R5.		
	What is the total acreage included in the project? .525 acres to be rezoned		
	What is the proposed use of the property? 2.1 acres (pre-vacations)		
	☐ 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: Rearrangement of property boundaries, and a request to vacate streets.		
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:	David Copperman	
	Signature:		Date: 7/8/2022
	Applicant, if different from Property Owner		
	Print Name:	David Copperman	
	Signature:		Date: 7/8/2022

Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:



© 2019 The Bluffs Multifamily, All Rights Reserved



VENTURE
ARCHITECTURE

Small Design. Successful Venture.

535 East Mexico Avenue
Denver, Colorado 80210
Phone: 303.722.9988
www.venturearchitecture.com

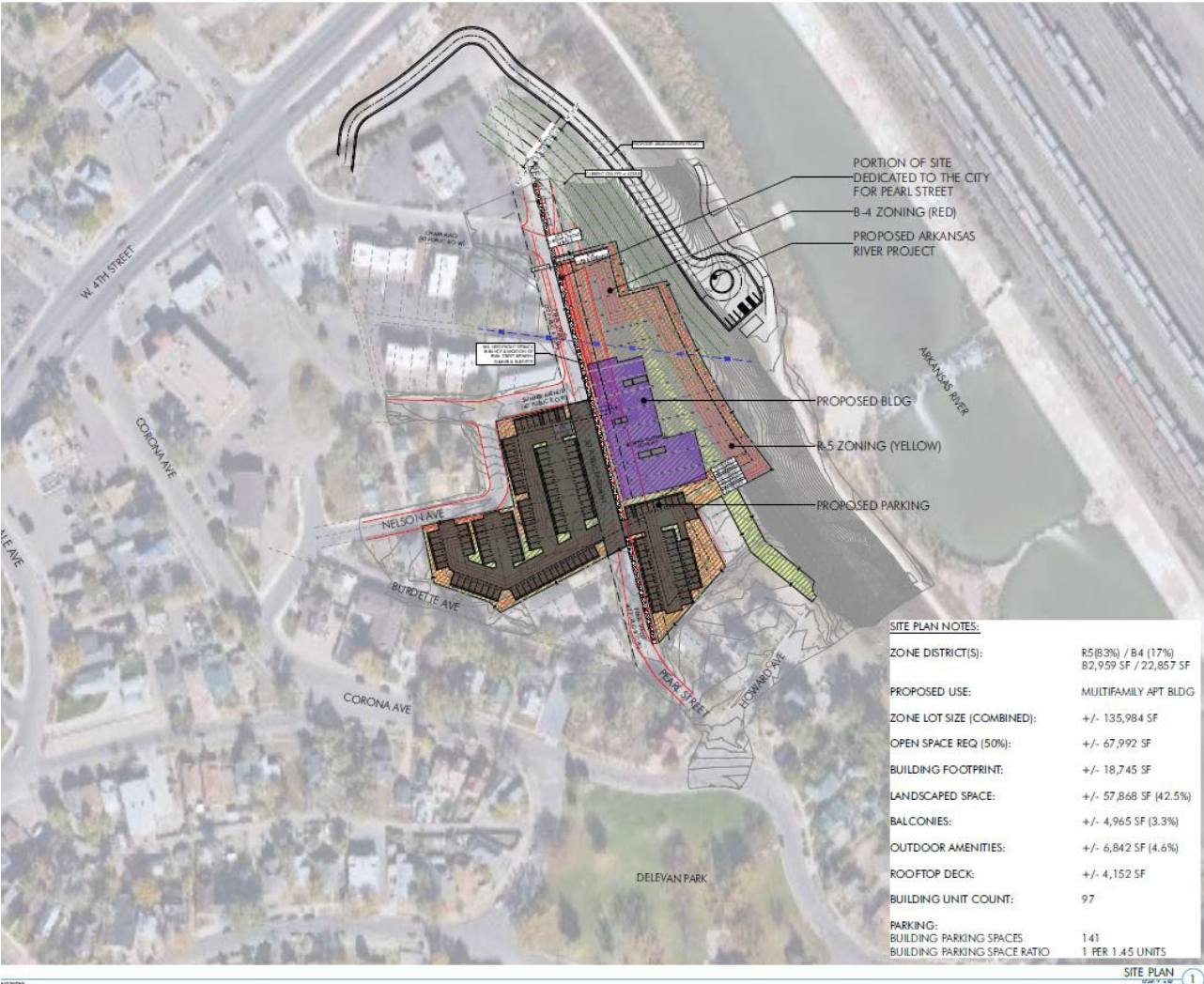
THE BLUFFS
MULTIFAMILY

560 PEARL STREET
PUEBLO, CO 81004

COVER

07/11/22

SRC PRE-APP



VENTURE
ARCHITECTURE

Smart Design. Successful Ventures.

535 East Mexico Avenue
Denver, Colorado 80210
Phone: 303.722.9188
www.venturearchitecture.com

THE BLUFFS
MULTIFAMILY

560 PEARL STREET
PUEBLO, CO 81004

PRELIMINARY
ARCHITECTURAL SITE
PLAN

07/11/22

SRC PRE-APP

August 26, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **David Copperman** for the approval of the following application:

Rezone (Z-22-13): (Parcel 536208002), a portion of lots 15,16, 17 and all of lots 18-21 lots Block 2, Delavan Place Subdivision: rezoning approximately .5 acres generally located **at the intersection of Pearl and Chapa Streets** from Central Business District (B-4) Zone District to Multiple Residential and Office District (R-5) Zone District.

The Planning and Zoning Commission meeting will be held on September 14, 2022, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Sr. Planner
(719) 553-2280

August 26, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **David Copperman** for the approval of the following application:

Rezone (Z-22-13): (Parcel 536208002), a portion of lots 15,16, 17 and all of lots 18-21 lots Block 2, Delavan Place Subdivision: rezoning approximately .5 acres generally located **at the intersection of Pearl and Chapa Streets** from Central Business District (B-4) Zone District to Multiple Residential and Office District (R-5) Zone District.

The Planning and Zoning Commission meeting will be held on September 14, 2022, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Sr. Planner
(719) 553-2280

August 26, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **David Copperman** for the approval of the following application:

Rezone (Z-22-13): (Parcel 536208002), a portion of lots 15,16, 17 and all of lots 18-21 lots Block 2, Delavan Place Subdivision: rezoning approximately .5 acres generally located **at the intersection of Pearl and Chapa Streets** from Central Business District (B-4) Zone District to Multiple Residential and Office District (R-5) Zone District.

The Planning and Zoning Commission meeting will be held on September 14, 2022, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Sr. Planner
(719) 553-2280

August 26, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **David Copperman** for the approval of the following application:

Rezone (Z-22-13): (Parcel 536208002), a portion of lots 15,16, 17 and all of lots 18-21 lots Block 2, Delavan Place Subdivision: rezoning approximately .5 acres generally located **at the intersection of Pearl and Chapa Streets** from Central Business District (B-4) Zone District to Multiple Residential and Office District (R-5) Zone District.

The Planning and Zoning Commission meeting will be held on September 14, 2022, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Sr. Planner
(719) 553-2280

CASE NUMBER Z-22-13

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the (Parcel 536208002), a portion of lots 15,16, 17 and all of lots 18-21 lots Block 2, Delavan Place Subdivision: rezoning approximately .5 acres generally located at the intersection of Pearl and Chapa Streets to be sent to the attached list of owners of the real property line 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.

8-26-22

(Date)

PUEBLO PLANNING AND ZONING COMMISSION

By Karen Elgin

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 (Parcel 536208002), a portion of lots 15,16, 17 and all of lots 18-21 lots Block 2, Delavan Place Subdivision: rezoning approximately .5 acres generally located at the intersection of Pearl and Chapa Streets, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

8-26-22

(Date)

PUEBLO PLANNING AND ZONING COMMISSION

By Karen Elgin

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
NEY ROUN/NEY VAN N	1 CLARENDON CT N	PALM COAST	FL	32137-8353
CHAPA APARTMENTS LLC	1120 CHEROKEE ST	DENVER	CO	80204-3633
553 PEARL ST LLC	1457 MADISON ST APT 1	DENVER	CO	80206
D + RG RR R/W + C/O PROPERT	1700 FARNAM ST FL S	OMAHA	NE	68102-2022
HERRING JAMES A/HERRING K	220 NELSON AVE	PUEBLO	CO	81004-1228
ACOSTA HERALDO A/LUCERO	221 NELSON AVE	PUEBLO	CO	81004-1227
MARTINEZ SARAH L	233 NELSON AVE	PUEBLO	CO	81004-1227
CLEMMER SETH THOMAS/CLEI	234 CHAPA PL	PUEBLO	CO	81004-1215
SKUBAL SHANNON R/SKUBAL	302 E ADAMS AVE	PUEBLO	CO	81004-2126
THORLEY MICHAEL	431 W ORMAN AVE	PUEBLO	CO	81004-1856
MILLER DOUGLAS	522 LINDA VISTA AVE	PUEBLO	CO	81005-1711
HUNTER WAYNE A	607 HEWITT ST	PUEBLO	CO	81005-1524
NEW BEGINNINGS MINISTRIES	631 W CORONA AVE	PUEBLO	CO	81004-1216
CORZINE COLLEEN/CORZINE JI	730 W ORMAN	PUEBLO	CO	81004-1428
JONES TAMMY + METZ DANIE	8156 S WADSWORTH BLVD UNIT I	LITTLETON	CO	80128-9114
ANTONIONI STANLEY	937 CHERRYCREST DR	PUEBLO	CO	81005-5517
INHABX, LLC	PO BOX 1022	PUEBLO	CO	81002-1022
CITY OF PUEBLO A MUNICIPAL	PO BOX 1427	PUEBLO	CO	81002-1427
TURNER VICTORIA/TURNER L I	PO BOX 895	PUEBLO	CO	81002



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: October 24, 2022

TO: President Heather Graham and Members of City Council
CC: Mayor Nicholas A. Gradisar
VIA: Marisa Stoller, City Clerk
FROM: Scott Hobson, Acting Director Planning and Community Development
SUBJECT: AN ORDINANCE VACATING A PORTION OF SUMNER AVENUE,
PEARL STREET AND BURDETTE AVENUE GENERALLY LOCATED
AT SUMNER AVENUE AND PEARL STREET

SUMMARY:

The applicant is requesting to vacate portions of three streets, Sumner Avenue, Pearl Street and Burdette Avenue.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

As part of a larger parcel assemblage for the purposes of erecting a new six story apartment complex and associated parking facilities, the applicant is proposing to vacate portions of three different streets and dedicate a 10-foot by 170-foot strip for Pearl Street extending north from Burnette Avenue to Sumner Avenue. The resulting land and portions of the vacated rights-of-way will be rearranged with case RPB-22-08 into one lot. The entire width of the eastern 170-feet of Sumner Avenue will be vacated. This section of Sumner dead ends at the steep bluff edge and provides no neighborhood connectivity. This section of vacated Sumner Avenue will be covered by the apartment building foundation. The entire 40-feet of Pearl Street (9,562 sq ft) between Sumner Avenue and Burdette Avenue will be vacated. Pearl Street is being vacated to facilitate construction of a six-story multifamily residential structure adjacent to the existing Pearl Street Roadway. If Pearl Street is not vacated, the R-5 Zone District would require a 25-foot setback from the property line adjacent to Pearl Street. Geographic site constraints provide minimal developable area, a 25-foot setback would render the development unfeasible. The vacation plat reserves a public ingress and egress easement, and public utility easement along the western 30-feet of vacated Pearl Street. The access reservation will allow utilities to remain in place and allow residents of the multifamily structure and the neighborhood to utilize Pearl as a public roadway. This section of Pearl Street will be developed according to the City's private roadway standards, including paved roadway and sidewalks. Finally, an irregular 217-

foot segment (6,992 sq/ ft.) of Burdette Avenue will be vacated; this street dead ends at the edge of the bluff. The western section of Burdette was previously vacated and developed with a single-family residence. The applicant owns all but two parcels adjacent to Burdette Avenue. The portions of Burdette Avenue that are not proposed to be vacated provide rear access to the two parcels held in separate ownership. A 23-foot-wide access easement, providing access from vacated Pearl Street to the rear portion of the parcels, in separate ownership, will be accepted by the City to ensure those parcels have adequate access to public rights-of-way if they were to develop in the future.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their September 14, 2022, Regular Meeting, voted 5-0 to recommend approval. Commissioners Martinez 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, Fir Street and multiple drainage and public utility easements would remain 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. V-22-06 Pearl, Sumner, Burdette

ORDINANCE NO. 10322

AN ORDINANCE VACATING A PORTION OF SUMNER AVENUE, PEARL STREET AND BURDETTE AVENUE GENERALLY LOCATED AT SUMNER AVENUE AND PEARL STREET

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

SECTION 1.

The following described street and drainage and public utility easements:

PORTIONS OF RIGHT-OF-WAY'S AS PLATTED IN DELAVAN PLACE, UNDER RECEPTION NUMBER 41969 RECORDS OF PUEBLO COUNTY, STATE OF COLORADO, BEING A PORTION OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH/ PRINCIPAL MERIDIAN COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BASIS OF BEARINGS: THE CENTERLINE OF NELSON AVENUE BEING MONUMENTED AT THE WESTERLY END BY A CITY OF PUEBLO MONUMENT BOX WITH A 2-1/2" ALUMINUM CAP STAMPED "PLS 31925" AT THE INTERSECTION OF NELSON AVENUE AND SUMNER AVENUE AND AT THE EASTERLY END BY A CITY OF PUEBLO MONUMENT BOX WITH A 2-1/2" ALUMINUM CAP STAMPED "PLS 31925" AT THE PC OF NELSON AVENUE, BEING ASSUMED TO BEAR N77°55'17"E, A DISTANCE OF 239.46 FEET.

RIGHT-OF-WAY VACATION - SUMNER AVENUE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 21, BLOCK 2, DELAVAN PLACE, AS RECORDED UNDER RECEPTION NUMBER 41969, BEING ON THE NORTHERLY RIGHT-OF-WAY OF SUMNER AVENUE AS PLATTED IN SAID DELAVAN PLACE, SAID POINT BEING THE POINT OF BEGINNING, THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 01°58'49", A RADIUS OF 1,195.96 FEET, A DISTANCE OF 41.43 FEET, WHOSE CHORD BEARS S27°21'34"E, A DISTANCE OF 41.34 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SUMNER AVENUE; THENCE S77°14'47"W, ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF SUMNER AVENUE, A DISTANCE OF 178.35 FEET; THENCE N12°45'13"W, A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SUMNER AVENUE; THENCE N77°14'47"E, ON SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 167.93 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 6,921 SQUARE FEET OR 0.159 ACRES.

RIGHT-OF-WAY VACATION - PEARL STREET:

COMMENCING AT THE NORTHEAST CORNER OF LOT 11, BLOCK 4, DELAVAN PLACE, AS RECORDED UNDER RECEPTION NUMBER 41969, BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF PEARL STREET AS PLATTED IN SAID DELAVAN PLACE, SAID POINT BEING THE POINT OF BEGINNING; THENCE N77°14'47"E, A DISTANCE OF 40.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET; THENCE S14°37'03"E, ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 233.72 FEET; THENCE S62°14'02"W, A DISTANCE OF 41.08 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET; THENCE N14°37'03"W ON SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 244.37 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 9,562 SQUARE FEET OR 0.220 ACRES.

RIGHT-OF-WAY VACATION - BURDETTE AVENUE:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 6, BLOCK 5, DELAVAN PLACE, AS RECORDED UNDER RECEPTION NUMBER 41969, BEING ON NORTHERLY RIGHT-OF-WAY LINE OF BURDETTE AVENUE, AS PLATTED IN SAID DELAVAN PLACE, SAID POINT BEING THE POINT OF BEGINNING; THENCE S36°53'04"E, ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BURDETTE AVENUE, A DISTANCE OF 20.26 FEET TO THE CENTERLINE OF SAID BURDETTE AVENUE; THENCE S62°14'02"W, ON SAID CENTERLINE, A DISTANCE OF 57.34 FEET; THENCE S27°45'58"E, A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDETTE AVENUE, SAID POINT BEING THE NORTHEAST CORNER OF LOT 6, BLOCK 6, SAID DELAVAN PLACE; THENCE S62°14'02"W ON SAID SOUTHERLY RIGHT-OF-WAY LINE, AND THE NORTHERLY BOUNDARY LINE OF SAID LOT 6, A DISTANCE OF 25.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE N27°45'58"W, A DISTANCE OF 20.00 FEET TO THE CENTERLINE OF SAID BURDETTE AVENUE THENCE S62°14'02"W, ON SAID CENTERLINE, A DISTANCE OF 42.27 FEET; THENCE S27°45'58"E, A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDETTE AVENUE, SAID POINT BEING THE NORTHEAST CORNER OF LOT 4, BLOCK 6, OF SAID DELAVAN PLACE; THENCE S62°14'02"W, ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURDETTE AVENUE, A DISTANCE OF 105.46 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 6, OF SAID DELAVAN PLACE; THENCE N14°37'03"W, A DISTANCE OF 41.08 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BURDETTE AVENUE; THENCE N62°14'02"E, ON SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 217.52 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 6,992 SQUARE FEET OR 0.161 ACRES.

are hereby vacated.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

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 October 24, 2022.

Final adoption of Ordinance by City Council on November 14, 2022.



President of City Council

Action by the Mayor:

☒ Approved on November 17, 2022.

☐ 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

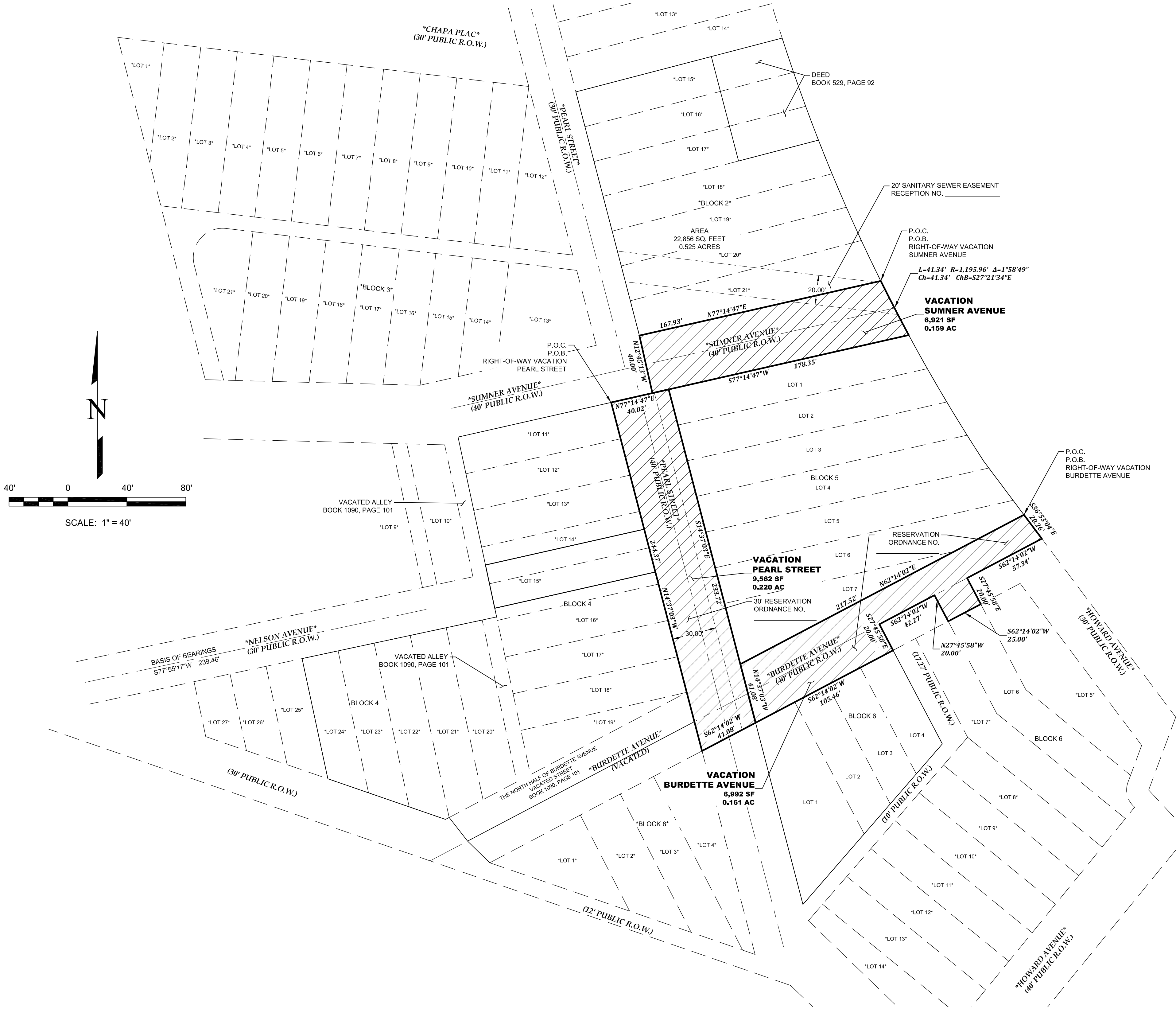
ATTEST



City Clerk

DELAVAN PLACE RIGHT-OF-WAY VACATION PLAT

A PORTION OF SUMNER AVENUE, A PORTION OF PEARL STREET, A PORTION OF BURDETTE AVENUE,
A PORTION OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 20, SOUTH, RANGE 65 WEST OF THE 6TH P.M,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.



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.

LEGAL DESCRIPTION:

PORTIONS OF RIGHT-OF-WAY'S AS PLATTED IN DELAVAN PLACE, UNDER RECEPTION NUMBER 41969 RECORDS OF PUEBLO COUNTY, STATE OF COLORADO, BEING A PORTION OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

BASIS OF BEARINGS: THE CENTERLINE OF NELSON AVENUE BEING MONUMENTED AT THE WESTERLY END BY A CITY OF PUEBLO MONUMENT BOX WITH A 2-1/2" ALUMINUM CAP STAMPED "PLS 31925" AT THE INTERSECTION OF NELSON AVENUE AND SUMNER AVENUE AND AT THE EASTERLY END BY A CITY OF PUEBLO MONUMENT BOX WITH A 2-1/2" ALUMINUM CAP STAMPED "PLS 31925" AT THE PC OF NELSON AVENUE, BEING ASSUMED TO BEAR N77°55'17"E, A DISTANCE OF 239.46 FEET.

RIGHT-OF-WAY VACATION - SUMNER AVENUE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 21, BLOCK 2, DELAVAN PLACE, AS RECORDED UNDER RECEPTION NUMBER 41969, BEING ON THE NORTHERLY RIGHT-OF-WAY OF SUMNER AVENUE AS PLATTED IN SAID DELAVAN PLACE, SAID POINT BEING THE POINT OF BEGINNING, THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 01°58'49", A RADIUS OF 1,195.96 FEET, A DISTANCE OF 41.43 FEET, WHOSE CHORD BEARS S27°21'34"E, A DISTANCE OF 41.34 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SUMNER AVENUE; THENCE S77°14'47"W, ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF SUMNER AVENUE, A DISTANCE OF 178.35 FEET; THENCE N12°45'13"W, A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SUMNER AVENUE; THENCE N77°14'47"E, ON SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 167.93 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 6,921 SQUARE FEET OR 0.159 ACRES.

RIGHT-OF-WAY VACATION - PEARL STREET:

COMMENCING AT THE NORTHEAST CORNER OF LOT 11, BLOCK 4, DELAVAN PLACE, AS RECORDED UNDER RECEPTION NUMBER 41969, BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF PEARL STREET AS PLATTED IN SAID DELAVAN PLACE, SAID POINT BEING THE POINT OF BEGINNING; THENCE N77°14'47"E, A DISTANCE OF 40.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET; THENCE S14°37'03"E, ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 233.72 FEET; THENCE S62°14'02"W, A DISTANCE OF 41.08 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID PEARL STREET; THENCE N14°37'03"W ON SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 244.37 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 9,562 SQUARE FEET OR 0.220 ACRES.

RIGHT-OF-WAY VACATION - BURDETTE AVENUE:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 6, BLOCK 5, DELAVAN PLACE, AS RECORDED UNDER RECEPTION NUMBER 41969, BEING ON NORTHERLY RIGHT-OF-WAY LINE OF BURDETTE AVENUE, AS PLATTED IN SAID DELAVAN PLACE, SAID POINT BEING THE POINT OF BEGINNING; THENCE S36°53'04"E, ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BURDETTE AVENUE, A DISTANCE OF 20.26 FEET TO THE CENTERLINE OF SAID BURDETTE AVENUE; THENCE S62°14'02"W, ON SAID CENTERLINE, A DISTANCE OF 57.34 FEET; THENCE S27°45'58"E, A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDETTE AVENUE, SAID POINT BEING THE NORTHEAST CORNER OF LOT 6, BLOCK 6, SAID DELAVAN PLACE; THENCE S62°14'02"W ON SAID SOUTHERLY RIGHT-OF-WAY LINE, AND THE NORTHERLY BOUNDARY LINE OF SAID LOT 6, A DISTANCE OF 25.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE N27°45'58"W, A DISTANCE OF 20.00 FEET TO THE CENTERLINE OF SAID BURDETTE AVENUE THENCE S62°14'02"W, ON SAID CENTERLINE, A DISTANCE OF 42.27 FEET; THENCE S27°45'58"E, A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BURDETTE AVENUE, SAID POINT BEING THE NORTHEAST CORNER OF LOT 4, BLOCK 6, OF SAID DELAVAN PLACE; THENCE S62°14'02"W, ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURDETTE AVENUE, A DISTANCE OF 105.46 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 6, OF SAID DELAVAN PLACE; THENCE N14°37'03"W, A DISTANCE OF 41.08 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BURDETTE AVENUE; THENCE N62°14'02"E, ON SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 217.52 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 6,992 SQUARE FEET OR 0.161 ACRES.

PURPOSE:

REDEVELOPMENT

RESERVATIONS:

SUMNER AVENUE	NONE
PEARL STREET	A PORTION OF THE RIGHT-OF-WAY TO BE VACATED IS RESERVED AS A PUBLIC INGRESS AND EGRESS EASEMENT, AND PUBLIC UTILITY EASEMENT. SAID PORTION TO BE RESERVED IS THE WESTERN 30 FEET OF VACATED PEARL STREET.
BURDETTE AVENUE	THE RIGHT-OF-WAY TO BE VACATED IS RESERVED AS AN ACCESS EASEMENT TO MAINTAIN THE EXISTING STORM UTILITY LOCATED IN SAID RIGHT-OF-WAY. THE RESERVATION WILL BE TERMINATED UPON REMOVAL OF SAID UTILITY.
BURDETTE AVENUE	THE RIGHT-OF-WAY TO BE VACATED IS RESERVED AS AN ACCESS EASEMENT FOR LOTS 5, 6, AND 7, BLOCK 6, TO ALLOW SAID LOTS ACCESS TO EXISTING PUBLIC RIGHT-OF-WAY.

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, DO HEREBY STATE THAT THIS VACATION PLAT HAS BEEN PREPARED UNDER MY RESPONSIBLE CHARGE IN AUGUST OF 2021 TO NORMAL STANDARDS OF CARE OF A PROFESSIONAL LAND SURVEYOR PRACTICING IN THE STATE OF COLORADO, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THIS STATEMENT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

ORDINANCE NO: _____

PLAT FILED FOR RECORD: _____

ORDINANCE RECEPTION NO: _____

PLAT RECEPTION NO: _____

NO.	REVISIONS	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.

926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247



DELAVAN PLACE
RIGHT-OF-WAY VACATION PLAT

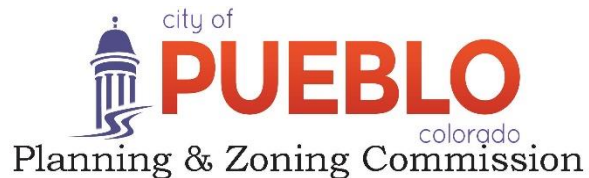
A PORTION OF THE WEST 1/2 OF SECTION 36, T20S, R65W OF THE 6TH P.M,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 40'
JOB NO.	2299-00
DATE CREATED	6/28/2022
DATE ISSUED	XX/XX/XX
SHEET NO	1 OF 1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, September 14, 2022 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:32 p.m. with Commissioner Castellucci presiding.

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

Commissioners Absent: Sarah Martinez and Christopher Pasternak

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade

Broadhead, Senior Planner; Melanie Turner, Transportation Engineer; Laura Solano, Chief of Staff; and Joe Martellaro, Associate Engineer II.

APPROVAL OF THE AGENDA: Bailey moved to approve the September 14, 2022, agenda with the following modifications:

Cases Z-22-05, S-22-03, and SAP-22-01, continued to the October 12, 2022, Planning and Zoning Commission Public Hearing. Motion was seconded by Aznar. Motion passed 4-0 (Martinez, Pasternak, and Avalos absent)

PUBLIC MEETING AND ACTION

1. 2023-2027 Proposed Capital Improvement Plan-Chief of Staff, Laura Solano, presented the draft 2023-2027 Proposed Capital Improvement Plan. Ms. Solano will present the final plan in November for Planning and Zoning Commission recommendation to City Council.

PUBLIC HEARING AND ACTION

REGULAR AGENDA

4. V-22-06 Vacation (street), portions of Pearl Street, Sumner Ave and Burdette Avenue. Full vacation of all of Sumner and easements east of Pearl St. Full vacation of Pearl St. from Sumner to Burdette. Partial vacation of Burdette east of Pearl St. Blocks 2, 3, 5, 6, 8, Devlan Place Subdivision. Staff report by Wade Broadhead

Public Hearing:

- Applicants, David Copperman and John Wark, were sworn in by City Attorney Kogovsek and testified in support of the application.
- Jean Latka was sworn in by City Attorney Kogovsek and testified in support and asked for additional coordination on traffic flow within the neighborhood.
- Seth Clemor was sworn in by City Attorney Kogovsek and testified in opposition.
- Colleen Corzine was sworn in by City Attorney Kogovsek and testified in opposition.
- Paris Latka was sworn in by City Attorney Kogovsek and testified in opposition.
- Laurie Zimmerman was sworn in by City Attorney Kogovsek and testified in opposition.

Commission action: Bailey moved to recommend approval to City Council with staff conditions noted in the staff report. Second by Spinuzzi.

Motion passed: Motion passed 5-0 (Martinez and Pasternak absent)



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Andrew Hayes, Director of Public Workss

SUBJECT: V-22-06 Vacation of a Portion of Pearl St., Burdette Ave., and Sumner Ave.

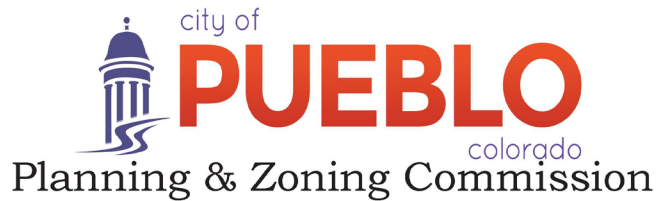
DATE: October 7, 2022

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

V-22-06

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Sr. Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: September 14, 2022

SUBJECT: Vacation of portion of Sumner Avenue, portion of Pearl Street, a portion of Burdette Avenue

APPLICANT: Bluffs Opportunity Zone and Inhabx

OWNER: Same

LOCATION: Generally located at Sumner Ave and Pearl St.

CONCURRENT REQUESTS: Z-22-13, Rezone from B-4 to R-5
RPB-22-08 Bluffs Rearrangement of Property Boundaries

Request:

Vacation of portion of Sumner Avenue, portion of Pearl Street, and a portion of Burdette Avenue

BACKGROUND AND ANALYSIS:

As part of a larger parcel assemblage for the purposes of erecting a new six story apartment complex and associated parking facilities the applicant is proposing to vacate portions of three different streets and dedicate a 10 ft by 170 ft strip for Pearl St. going north. The resulting land and portions of the vacated rights-of-way will be rearranged with case RPB-22-08 into one lot. The entire width of the eastern 170-feet of Sumner Avenue will be vacated. This section of Sumner dead ends at the steep bluff edge and provides no neighborhood connectivity. This section of vacated Sumner Ave. will be covered by the apartment building foundation.

The entire 40-ft of Pearl Street (9,562 sq ft) between Sumner Ave. and Burdette Ave. will be vacated. Pearl St. is being vacated to facilitate construction of a six-story multifamily residential structure adjacent to the existing Pearl St. Roadway. If Pearl St. is not vacated, the R-5 Zone District would require a 25-ft. setback from the property line adjacent to Pearl Street. Geographic site constraints provide minimal developable area, a 25-ft setback would render the development unfeasible. The vacation plat reserves a public ingress and egress easement, and public utility easement along the western 30-feet of vacated Pearl St. The access reservation will allow utilities to remain in place and allow residents of the multifamily structure and the neighborhood to utilize Pearl as a public roadway. This section of Pearl St. will be developed according to the City's private roadway standards, including paved roadway and sidewalks.

Finally, an irregular 217 ft. segment (6,992 sq/ ft.) of Burdette Ave. will be vacated; this street dead ends at the edge of the bluff. The western section of Burdette was previously vacated and developed with a single-family residence. The applicant owns all but two parcels adjacent to Burdette Avenue. The portions of Burdette Ave. that are not proposed to be vacated provide rear access to the two parcels held in separate ownership. A 23-foot-wide access easement, providing access from vacated Pearl St. to the rear portion of the parcels, in separate ownership, will be accepted by the City to ensure those parcels have adequate access to public rights of way if they were to develop in the future.

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Recommended Action:

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the Easement Vacation be approved with the following conditions. All conditions must be addressed prior to City Council review.

1. Revise vacation plat to clearly show 30' reserved easement on Pearl St. between Sumner Ave. and Burdette.
2. Revise vacation of Sumner Avenue to point of intersection with Pearl Street and amend the legal descriptions accordingly.
3. On the reservations sections of the vacation plat for Sumner Avenue and Burdette Ave. add "public utilities" to the text.
4. Access easement and right of way for Burdette Ave. must be approved by staff prior to City Council review, of the Resolution accepting the easement.
5. Provide deed for additional right of way along the eastern portion of Pearl Street between Chapa Place and Sumner Ave.
6. Provide word document of legal descriptions for all reservations.
7. Provide clarification of Pearl Street cross section and associated public infrastructure before City Council review according to redlined plans from Melanie Turner, Interim Traffic Engineer.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works-Comments included in vacation conditions.
- City Transportation-Comments included in vacation conditions.
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

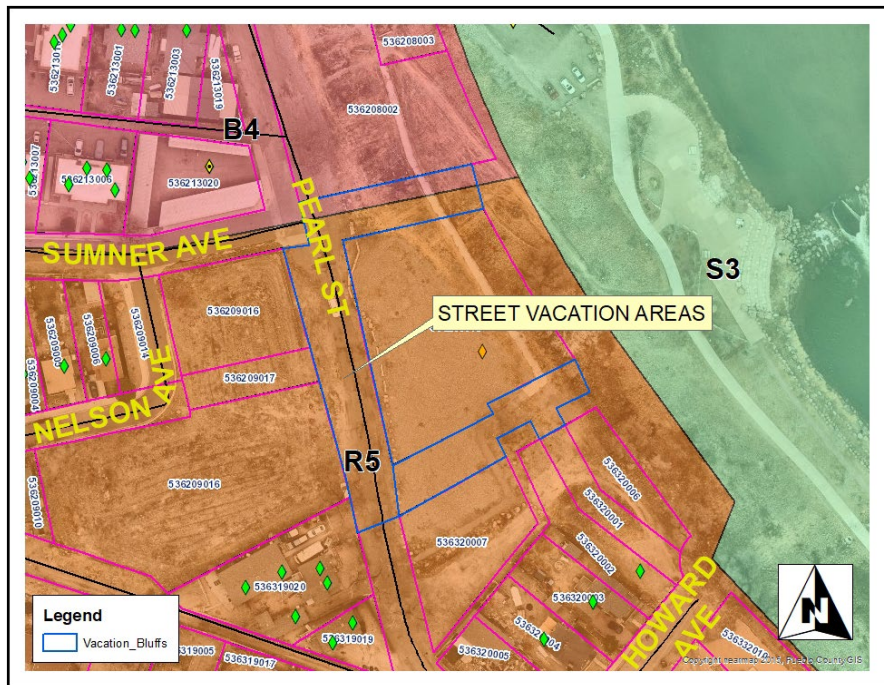
ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Site Photographs
- D. SRC Memo, September 9th, 2022
- E. Vacation Plat
- F. Burdette Legal Description Exhibit "A"

ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map

Attachment D. Site Photos



Proof of posting



Pearl Street vacation area



Sumner Ave vacation area



Area of Burdette Ave vacation



Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info	Property Owner		Applicant	
	Name:		Name: David Copperman	
	Company: Bluffs Opportunity Zone Business		Company: Bluffs Opportunity Zone Business	
	Address: PO Box 6771, Denver CO	Zip: 80220	Address: PO Box 6771, Denver CO	Zip: 80220
	Phone: (415) 515.3484		Phone: (415) 515.3484	
	Email: dc@oreamos.co		Email: dc@oreamos.co	
	Engineer		Surveyor	
	Name: Eric Burtzlaff		Name: Edward Fisher	
	Company: Raptor Civil Engineering, LLC		Company: Edward James Surveying, Inc.	
	Address: 8620 Wolff ct, Suite 105B		Address: 4732 Eagleridge cir, Pueblo	
Zip: 80031		Zip: 81008		
Phone: (720) 774.7736		Phone: (719) 545.6240		
Email: eric@raptor-civil.com		Email: edwardf@ejssurveying.com		
The applicant will be the primary contact unless otherwise noted.				
Property Info	Project Location: 5600 Pearl St (address or general description)			
	Parcel No(s): 536208002, 53621001, 53632007, 536209015, 536320001			
	Existing Zone: B4, R5		Proposed Zone (if applicable): R5	
	PUD Name (if applicable):			
Project Scope	Project Name: Bluffs			
	☐ Rearrangement of Property Boundaries: # of existing lots: _____ Total acres: _____			
	☐ Overall Development Plan			
	☐ Site Plan Review: Building area: _____ sf ☐ HARP ☐ Development Plan ☐ PUD ☐ Student Housing			
	☐ Special Area Plan			
	☐ Street Name Change: Existing Name: _____ Proposed Name: _____			
	☐ Subdivision: # of lots: _____ Total acres: _____			
	☐ Text Amendment			
	☒ Vacation: ☒ Street ☐ Alley ☒ Easement ☐ Other: _____			
	☐ Other: _____			

(Continue Next Page)

(Continued from previous page)

Project Information	Provide a brief description of the proposed request: A full vacation of all of Sumner and Easements east of Pearl st. Full vacation of Pearl st from Sumner to Burdette. Replace with 30' public easement. A full vacation of Burdette east of Pearl st.		
	What is the total acreage included in the project? 3.15 (post-vacations)		
	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: Rearrangement of boundaries, and Rezoning		
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:	David Copperman	
	Signature:		Date: 7/8/2022
	Applicant, if different from Property Owner		
	Print Name:	David Copperman	
	Signature:		Date: 7/8/2022

Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation



Scott Hobson
Acting Director Planning &
Community Development
Executive Secretary of
Planning & Zoning
Commission

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

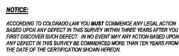
Date: September 9, 2022

Subject: V-22-06 Vacation of a Portion of Pearl St., Burdette Ave., and Sumner Ave

V-22-06 Vacation of a Portion of Pearl St., Burdette Ave., and Sumner Ave. the Subdivision Review Committee recommends that the Planning and Zoning commission recommend to City Council approval of the vacation request with the following conditions:

1. Revise vacation plat to clearly show 30' reserved easement on Pearl St. between Sumner Ave. and Burdette.
2. Revise vacation of Sumner Avenue to point of intersection with Pearl Street and amend the legal descriptions accordingly.
3. On the reservations sections of the vacation plat for Sumner Avenue and Burdette Ave. add "public utilities" to the text.
4. Access easement and right of way for Burdette Ave. must be approved by staff prior to City Council review, of the Resolution accepting the easement.
5. Provide deed for additional right of way along the eastern portion of Pearl Street between Chapa Place and Sumner Ave.
6. Provide word document of legal descriptions for all reservations.
7. Provide clarification of Pearl Street cross section and associated public infrastructure before City Council review according to redlined plans from Melanie Turner, Interim Traffic Engineer.

A PORTION OF SUMNER AVENUE, A PORTION OF PEARL STREET, A PORTION OF BURDETTE AVENUE,
A PORTION OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 20, SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.



PLAT RECEPTION NO: _____

DRAWN BY		JWT	
CHECKED BY		ERF	
H SCALE		1" = 40'	
JOB NO.		2299-00	
DATE ORIGATED		6/28/2022	
DATE ISSUED		XX/XX/XX	
SHEET NO		1 OF 1	



EDWARD-JAMES SURVEYING, INC.

August 19, 2022
Job No. 2299-00
Page 1 of 2

EXHIBIT "A"**LEGAL DESCRIPTION:**

A TRACT OF LAND BEING A PORTION OF LOT 7, BLOCK 5, A PORTION OF PEARL STREET AND A PORTION OF BURDETTE AVENUE AS PLATTED IN DELAVAN PLACE, UNDER RECEPTION NUMBER 41969 RECORDS OF PUEBLO COUNTY, STATE OF COLORADO, BEING A PORTION OF THE WEST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BASIS OF BEARINGS: THE CENTERLINE OF NELSON AVENUE BEING MONUMENTED AT THE WESTERLY END BY A CITY OF PUEBLO MONUMENT BOX WITH A 2-1/2" ALUMINUM CAP STAMPED "PLS 31925" AT THE INTERSECTION OF NELSON AVENUE AND SUMNER AVENUE AND AT THE EASTERLY END BY A CITY OF PUEBLO MONUMENT BOX WITH A 2-1/2" ALUMINUM CAP STAMPED "PLS 31925" AT THE PC OF NELSON AVENUE, BEING ASSUMED TO BEAR N77°55'17"E, A DISTANCE OF 239.46 FEET.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 5, DELAVAN PLACE, AS PLATTED UNDER RECEPTION NUMBER 41969; THENCE N14°37'03"W ON THE WESTERLY BOUNDARY LINE OF SAID LOT 7 A DISTANCE OF 13.81 FEET TO THE POINT OF BEGINNING; THENCE N75°22'57"E A DISTANCE OF 59.12 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BURDETTE AVENUE; THENCE CONTINUING N75°22'57"E A DISTANCE OF 54.09 FEET; THENCE S27°45'58"E A DISTANCE OF 7.70 FEET; THENCE S62°14'02"W A DISTANCE OF 17.27 FEET; THENCE S27°45'58"E A DISTANCE OF 12.92 FEET; THENCE S75°32'56"W A DISTANCE OF 111.09 FEET; THENCE N14°37'03"W A DISTANCE OF 23.68 FEET; THENCE N75°22'57"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2,749 SQUARE FEET, OR 0.063 ACRES, MORE OR LESS.

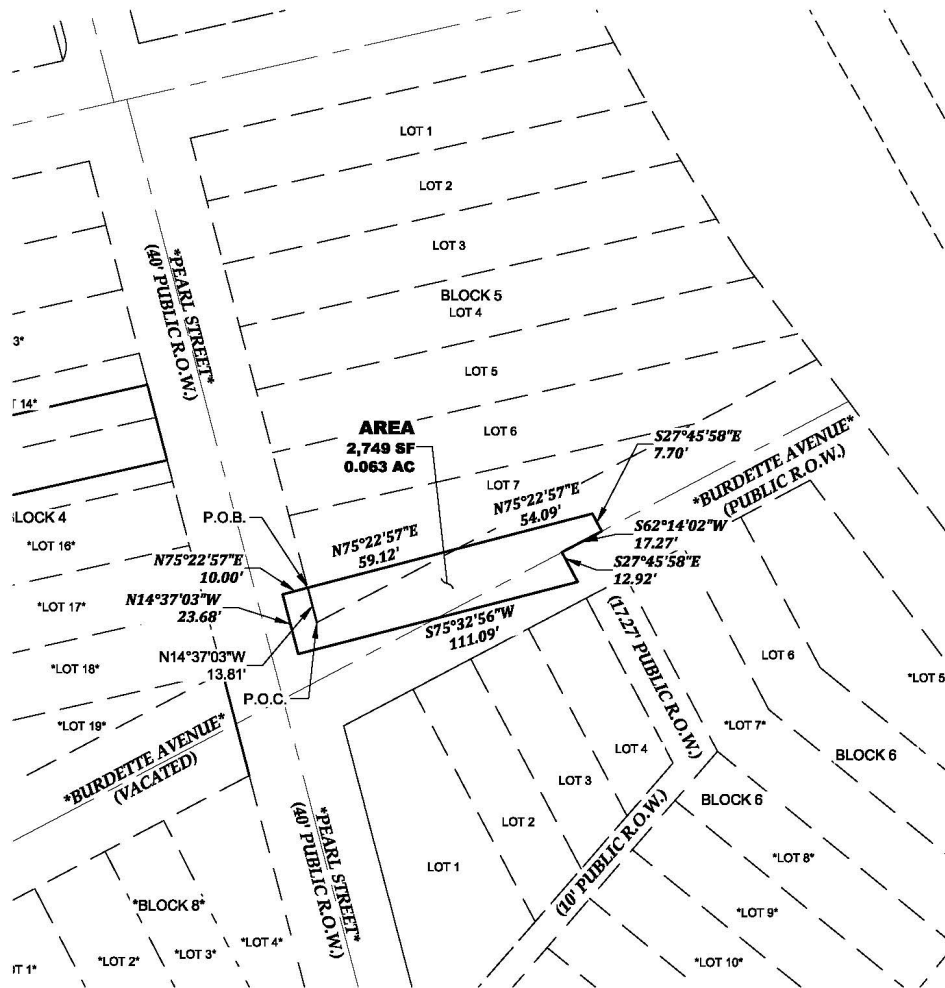
LEGAL DESCRIPTION STATEMENT

I, EDWARD R. FISHER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.

DRAFT

EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

EXHIBIT B



LEGEND:

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING

THIS DRAWING DOES NOT REPRESENT A
MONUMENTED LAND SURVEY AND IS ONLY
INTENDED TO DEPICT THE LEGAL DESCRIPTION.



EDWARD-JAMES SURVEYING, INC.
926 Elkton Dr. 4732 Eagleridge Circle
Colorado Springs, CO 80907 Pueblo, CO 81008
(719) 576-1216 (719) 545-6240
08-19-22 JOB NO. 2299-00
ACCESS EASEMENT SHEET 2 OF 2

August 26, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **David Copperman** for the approval of the following application:

Vacation (V-22-06): vacating a portion of Sumner Avenue, portion of Pearl Street, a portion of Burdette Avenue in the Delavan Subdivision

The Planning and Zoning Commission meeting will be held on September 14, 2022, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Sr. Planner
(719) 553-2280

August 26, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **David Copperman** for the approval of the following application:

Vacation (V-22-06): vacating a portion of Sumner Avenue, portion of Pearl Street, a portion of Burdette Avenue in the Delavan Subdivision

The Planning and Zoning Commission meeting will be held on September 14, 2022, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Sr. Planner
(719) 553-2280

August 26, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **David Copperman** for the approval of the following application:

Vacation (V-22-06): vacating a portion of Sumner Avenue, portion of Pearl Street, a portion of Burdette Avenue in the Delavan Subdivision

The Planning and Zoning Commission meeting will be held on September 14, 2022, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Sr. Planner
(719) 553-2280

August 26, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **David Copperman** for the approval of the following application:

Vacation (V-22-06): vacating a portion of Sumner Avenue, portion of Pearl Street, a portion of Burdette Avenue in the Delavan Subdivision

The Planning and Zoning Commission meeting will be held on September 14, 2022, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Sr. Planner
(719) 553-2280

CASE NUMBER V-22-06

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Street Vacation: vacating a portion of Sumner Avenue, portion of Pearl Street, a portion of Burdette Avenue in the Delavan Subdivision to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

8-26-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the , vacating a portion of Sumner Avenue, portion of Pearl Street, a portion of Burdette Avenue in the Delavan Subdivision upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

8-26-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
NEY ROUN/NEY VAN N	1 CLARENDON CT N	PALM COAST	FL	32137-8353
CHAPA APARTMENTS LLC	1120 CHEROKEE ST	DENVER	CO	80204-3633
553 PEARL ST LLC	1457 MADISON ST APT 1	DENVER	CO	80206
D + RG RR R/W + C/O PROPERT	1700 FARNAM ST FL S	OMAHA	NE	68102-2022
HERRING JAMES A/HERRING K	220 NELSON AVE	PUEBLO	CO	81004-1228
ACOSTA HERALDO A/LUCERO	221 NELSON AVE	PUEBLO	CO	81004-1227
MARTINEZ SARAH L	233 NELSON AVE	PUEBLO	CO	81004-1227
CLEMMER SETH THOMAS/CLEI	234 CHAPA PL	PUEBLO	CO	81004-1215
SKUBAL SHANNON R/SKUBAL	302 E ADAMS AVE	PUEBLO	CO	81004-2126
THORLEY MICHAEL	431 W ORMAN AVE	PUEBLO	CO	81004-1856
MILLER DOUGLAS	522 LINDA VISTA AVE	PUEBLO	CO	81005-1711
HUNTER WAYNE A	607 HEWITT ST	PUEBLO	CO	81005-1524
NEW BEGINNINGS MINISTRIES	631 W CORONA AVE	PUEBLO	CO	81004-1216
CORZINE COLLEEN/CORZINE JI	730 W ORMAN	PUEBLO	CO	81004-1428
JONES TAMMY + METZ DANIE	8156 S WADSWORTH BLVD UNIT I	LITTLETON	CO	80128-9114
ANTONIONI STANLEY	937 CHERRYCREST DR	PUEBLO	CO	81005-5517
INHABX, LLC	PO BOX 1022	PUEBLO	CO	81002-1022
CITY OF PUEBLO A MUNICIPAL	PO BOX 1427	PUEBLO	CO	81002-1427
TURNER VICTORIA/TURNER L I	PO BOX 895	PUEBLO	CO	81002



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: October 24, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING A HANGAR LEASE AGREEMENT FOR 530 SKYWAY STREET AT PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND JAMES SPITZER, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a Hangar Lease Agreement with James Spitzer dba Spitzer Aviation Management.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The City owns 530 Skyway Street at the Pueblo Memorial Airport, which can be leased out on a month-to-month basis for the repair of aircraft. The building was vacant effective June 1, 2020, and can be leased to James Spitzer, starting November 14, 2022.

FINANCIAL IMPLICATIONS:

The hangar, office space, landside parking lot, and ramp will be leased for \$400.00 per month and two percent (2%) of Lessee's gross revenues derived from all activities conducted at Pueblo Memorial Airport.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the hangar space will remain vacant.

RECOMMENDATION:

It is the recommendation of the Department of Aviation that this Ordinance be approved.

ATTACHMENTS:

1. 530 Skyway Street Lease

ORDINANCE NO. 10323

AN ORDINANCE APPROVING A HANGAR LEASE AGREEMENT FOR 530 SKYWAY STREET AT PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND JAMES SPITZER, 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, James Spitzer, is desirous of leasing 530 Skyway Street, which is owned by the City of Pueblo; NOW, THEREFORE,

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

SECTION 1.

A certain Hangar Lease for 530 Skyway Street ("Lease"), by and between the City of Pueblo, a Municipal Corporation, and James Spitzer dba Spitzer Aviation Management, to lease hangar space, office space, and a portion of the landside parking lot at 530 Skyway Street at 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 subject to the conditions as set forth in said Lease.

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 implement the terms and conditions 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 October 24, 2022.

Final adoption of Ordinance by City Council on November 14, 2022.



President of City Council

Action by the Mayor:

☒ Approved on November 17, 2022.

☐ Disapproved on _____ based on the following objections:

Hilda Leal
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

Lydia
City Clerk

**HANGAR LEASE
HANGAR 530**

THIS LEASE AGREEMENT ("Lease") is made and entered into as of **November 14, 2022** ("Effective Date"), between the City of Pueblo, a Municipal Corporation, "Lessor," and **James Spitzer dba Spitzer Aviation Management**, a general aviation repair business, together jointly and severally liable as the "Lessee."

WHEREAS, the Lessor is the owner and operator of the Pueblo Memorial Airport ("Airport"), together with the land on which said Airport is situated; and

WHEREAS, Lessee is desirous of utilizing hangar space of the Lessor on a short-term basis, the property generally known as **530 Skyway Street, Pueblo, Colorado 81001**.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Leased Premises:

- A. The Lessor hereby leases unto the Lessee and Lessee hereby leases from Lessor for the term and upon the requirements and conditions hereinafter stated, approximately 2,058 sq. ft. of hangar space ("Hangar"), including certain office space contained therein, and certain parking spaces with landside access ("Parking") (both together the "Leased Premises"), all with the street address of 530 Skyway Street, Pueblo, Colorado, depicted in Exhibit "A" attached hereto and incorporated herein, situated in the County of Pueblo, State of Colorado, subject to existing restrictions and easements.
- B. The Hangar will be used solely for the repair and subsequent storage of third-party aircraft that Lessee maintains in the course of its aviation repair business. Lessee agrees that if storage of any given aircraft extends past 30 days, it will submit the aircraft tail number, commission report, and any other required information to the Director of Aviation for the duration of the storage.
- C. Lessee shall have exclusive use of the Leased Premises subject to the terms of this Lease.
- D. This Lease and Lessee's use of the Leased Premises are subject to the easements, rights of way, covenants, conditions, restrictions, reservations, and limitations appearing of record, and all applicable zoning and land use laws, ordinances, codes and regulations, including but not limited to all conditions, regulations, restrictions, and requirements imposed by the FAA, governing and regulating the Leased Premises and its use.

2. Term:

- A. This Lease is made on a month-to-month basis commencing on the Effective Date and shall automatically renew for successive one-month terms, unless earlier

terminated by a party as provided herein. After six months from the Effective Date, the terms of this Lease may be renegotiated by the parties.

- B. All conditions and covenants contained herein shall remain in full force and effect during any and all extension periods.
- C. Either party may terminate this Lease at any time and for any reason upon thirty (30) days prior written notice to the other party.

3. Rental Rate and Other Fees:

- A. In consideration of the rights and privileges contained herein, Lessee agrees to pay a monthly fee, payable in advance without notice or offset by the first day of each month, of **\$400.00** ("Rent") for use of the Leased Premises. Water and electricity will be provided by Lessor, but no other utilities shall be provided or allowed at the Leased Premises.
- B. Rent not paid by the tenth (10th) of the month shall accrue a late fee of eight percent (8%) per month, starting with the month which is past due and compounding on the first day of the month for every subsequent past due payment.
- C. Rent shall increase annually on the anniversary of the Effective Date by three and one-half percent (3.5%) over the previous monthly rent beginning with the first anniversary of the Effective Date and continuing every year thereafter.
- D. The Lessee hereby agrees to pay when due all rent, fees and charges imposed by the Lessor for the use and operation of the Airport. The fees and charges include, but are not limited to, fuel flowage fees, landing fees, permit fees, self-fueling fees, security charges, and administrative or service fees.
- E. In consideration for this Lease and commercial use of the Airport, Lessee shall pay to Lessor two percent (2%) of Lessee's gross revenues derived from all activities conducted at Pueblo Memorial Airport. Lessee shall file with Pueblo Memorial Airport monthly activity reports on or before the tenth (10th) day of each calendar month throughout the effective term indicating gross revenues and commissions derived from activity on any part of the Airport.

4. Deposit:

- A. Lessee agrees to pay a security deposit to the airport equal to one month's rent of **\$400.00**. The security deposit and first month's rent shall be paid immediately upon execution of this agreement. Deposit shall be refunded following termination of this agreement, less any rent due or damages to the Leased Premises.
- B. In the event that Lessee fails, neglects or refuses to pay any rent, fee, or other sum due, or fails to perform any obligation under this Lease, then Lessor may, in its sole and absolute discretion, draw from the security deposit to remedy Lessee's default. Nothing contained in this Lease shall require Lessor to remedy Lessee's default in

this manner, and Lessor may instead, in its sole and absolute discretion, refuse to remedy Lessee's default by drawing on the security deposit, and instead pursue the remedies for default provided in this Lease or by law.

- C. In the event that Lessor draws from this security deposit to remedy Lessee's default, Lessor shall notify Lessee in writing and require Lessee to replenish the deposit to its original level. Failure of Lessee to comply with this section shall constitute a material breach of this Lease.

5. Use of Leased Premises:

- A. Lessee shall make no alterations or adjustments to the Leased Premises, without the prior written approval of the Director of Aviation.
- B. Lessee shall not sublease or assign any portion of the Leased Premises.
- C. The Hangar shall be utilized for the repair and storage of aircraft, and minor incidental material storage and aeronautical purposes only. All aircraft stored in City owned buildings for 30 or more days must be reported to Airport administration. Lessee may perform maintenance and repairs in the Hangar, including routine maintenance, preventative maintenance, and regular maintenance required prior to flight. No repairs, maintenance, storage, or other work will be allowed outside of the Hangar. The Leased Premises shall not be used for the storage of non-aeronautical personal property, living accommodations, or in any other way inconsistent with this Lease. Failure to abide by this provision shall constitute a material breach of this Lease.
- D. Lessee may wash aircraft within the Hangar but shall at all times protect the Lessor's stormwater system and abide by any requirements Lessor places on Lessee with regards to the cleaning of aircraft, including for the disposal of used water and other products.
- E. The office shall be used for Lessee's business and other incidental office work. Lessee shall have no right to utilize the Leased Premises, or any improvement thereon, other than as specifically allowed under this Lease, and it is specifically understood that the Leased Premises shall not be used for an aviation fixed base operation or for the sale of aviation fuel.
- F. Lessor retains and Lessee grants to the Lessor the right to enter the Leased Premises to do what is necessary for the purposes of repairing, replacing, and/or maintaining any and all utility lines under the Leased Premises which serve other uses at the Pueblo Memorial Airport, it being understood that the Lessor will repair, in a good and workmanlike fashion, any and all damage done to the Leased Premises as the result of work done hereunder.
- G. Lessee shall maintain the Leased Premises in accordance with the requirements and regulations of the Lessor and Lessor's fire code. The Lessee shall be responsible for all costs, fees, charges, and penalties associated with the discharge or release of

any hazardous material (including petroleum products) or mitigating the containment or removal of any contamination or hazardous material (including petroleum products) on, over or under the leased premises which is caused by the Lessee, its officers, agents, or employees. The storage and accumulation of aviation fuel, flammables, explosive liquids, or solids, waste, debris, or other hazardous materials within or on the Leased Premises shall be in an environmentally sound manner and comply with all federal, state, and local laws and regulations. Lessee agrees that no flammable liquids or hazardous materials shall be used or stored on the premises, excepting the fuel in the aircraft fuel tanks or in the tank of a stored automobile, properly parked. Lessee agrees to provide drip pans of a non-flammable material under the aircraft to prevent damage to the floor, should said aircraft leak any fluids.

- H. Lessee will not modify, alter, paint, or improve the Leased Premises except to the extent required to maintain its original state. Any additional modification, painting, or improvements to the Leased Premises must receive prior written approval from the Director of Aviation and will be at Lessee's sole cost and expense.
- I. Lessee shall not park or leave or allow to be parked or left aircraft or equipment on the taxiways or on pavement adjacent to the Leased Premises in a manner which interferes with or obstructs access to adjacent hangars or public ramp area. Parking of automobiles will be permitted only designated spaces outside of the airport fence. No person or automobile shall go beyond the immediate vicinity of the Leased Premises without the express written consent of the Director of Aviation. Automobiles must be parked in designated parking spaces or within the Hangar, except that the Hangar cannot be used solely for storage of automobiles.
- J. Lessee, its employees, and invitees shall have the right of ingress and egress between designated Airport access points and the Leased Premises over, upon, and through such streets and not others as from time to time shall be designated by the Director of Aviation. Driveways from existing streets into the Leased Premises shall be located as designated by the Lessor through the Director of Aviation.
- K. Lessee shall, at its own expense, keep the premises neat, clean, safe, and orderly at all times, free of waste, rubbish and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted.
- L. Locks shall be provided by the Lessor and shall be the only locks placed on the hangar. Locks shall be removed and replaced solely by the Lessor. Lessee shall have no right to alter, change, or replace the Lessor's locks.
- M. Hangar doors shall remain closed and locked except during periods when the Hangar is attended by Lessee. This is to prevent damage from sudden storms and the creation of foreign object debris.

6. Ramp Use:

- A. Lessee's use of the ramp, taxiways, and runways is non-exclusive and same may be used by the Airport, other tenants, users, and occupants of the Airport ("Airport Users"). Use of the ramp shall be limited to the movement of aircraft, fueling of aircraft, movement and parking of aircraft service vehicles, temporary parking of aircraft, servicing and tie-down of aircraft.
- B. Lessee and Airport users shall use the ramp in compliance with Lessor's ground traffic and aircraft parking plans and regulations, which will reasonably accommodate Lessee's current and future use for the purposes set forth in Subsection A above.
- C. Lessee acknowledges that portions of the ramp, taxiways, and runways are currently in need of repairs and resurfacing and accepts in whole the ramp, taxiways, and runways in their present condition "AS IS" and "WITH ALL ITS FAULTS," without warranty or representation, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose or condition or usability in their present condition. Lessee agrees that Lessor shall have no obligation to upgrade, repair, resurface, or maintain the taxiways, runways, and ramp. Lessor maintains the right to close any portion of the Airport not limiting Lessee's access to airport runways.

7. Maintenance Obligations:

- A. Lessee shall, at its own expense, keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish, and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted.
- B. Lessee, at its sole cost and discretion, shall maintain all walkways, sidewalks, and apron access on the Leased Premises, including to the public taxiway or ramp area. This includes pavement maintenance, pest control, and other such activities necessary to access said areas. At no time shall snow, dirt, or other debris be piled or stored on these areas. It is the Lessee's responsibility to keep these areas free and clear of all snow, dirt, and other debris. Lessee understands that snow removal from the hangar door to the taxi lane is always the responsibility of Lessee.

8. Utility Costs:

- A. Lessee shall be responsible for all utilities supplied to the Leased Premises other than electricity and water. Agreements for service with utility providers are the responsibility of Lessee.
- B. Additions, deletions, or adjustments to utilities extended to the Leased Premises shall not be made without prior written approval from the Director of Aviation.

9. Signs:

Lessee shall not erect, paint, or maintain any signs whatsoever upon the Leased Premises without first securing the written consent of the Lessor. Any such signs shall comply with all ordinances and regulations of the Lessor and standards which might be developed by the Department of Aviation.

10. Right of Inspection:

The Lessor reserves and retains for its officers, employees, and authorized representatives the right to enter the Leased Premises during reasonable business hours, and after prior notice, for the purpose of inspecting and protecting the Leased Premises and for doing any and all things which the Lessor may deem necessary for the proper general conduct and operation of the Pueblo Memorial Airport and in the exercise of the Lessor's police power.

11. Taxes, Licenses, and Liens:

- A. Lessee covenants and agrees to pay promptly when due all taxes, fees, licenses, and other governmental charges of whatever nature assessed against or applicable to the Leased Premises. Possessory interest tax is assessed by the County of Pueblo and is the responsibility of the Lessee. The Lessor is a tax-exempt entity and shall not be liable for any tax of the Lessee. Lessee should be aware that there are multiple taxes and costs associated with owning and operating an aircraft, including the leasing of hangar space. All applicable taxes and costs shall be paid by Lessee, even if Lessee was unaware of such taxes and costs.
- B. Lessee also covenants and agrees not to permit any mechanic's or material man's lien to be filed against the Leased Premises or any part or parcel thereof by reason of any work or labor performed or materials furnished by any contractor, subcontractor, mechanic, or material man. Lessee further covenants and agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations on the Leased Premises, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment, or execution to be filed against the Leased Premises.

12. Indemnification:

Lessee assumes the risk of loss or damage to the Leased Premises and property thereon and therein, including but not limited to aircraft and personal property, whether from windstorm, fire, earthquake, snow, water run-off, or any other causes whatsoever. Lessee covenants and agrees to indemnify, defend, and save the Lessor, its agents, officer, representatives, and employees, harmless from and against any and all penalties, liability, or loss, including costs and attorney fees and all expenses incurred by Lessor in investigating or resisting the same, resulting from claims or court action, whether civil, criminal, or in equity, and arising directly or indirectly out of: (i) acts of the Lessee, its agents, employees, or representatives; (ii) occurring in on or about the Leased Premises; (iii) arising out of or resulting from the Leased Premises, or any condition thereon, or from Lessee's use and occupancy of the Leased Premises, or any equipment thereon or

appurtenances thereto, or any activity conducted therein; or (iv) through any injury or damage that may be caused or occasioned. Lessee shall not hold or attempt to hold Lessor liable for any injury, including loss of life, to any person, or for damage to any property while on the Leased Premises or the Airport, irrespective of how such injury or damage may be caused or occasioned. The provisions of this Paragraph 11 shall survive the termination of this Lease Agreement.

13. Insurance and Damage:

- A. Lessee assumes all risk of loss, damage, injury and liability for the same that may occur to Lessee, Lessee's guests, Lessee's aircraft and Lessee's improvements and property in or upon the Leased Premises and Lessor shall not be liable or responsible for any such loss, damage or injury, regardless of the cause thereof, including, without limitation, the negligence of Lessor, its officers, agents or employees.
- B. Lessee, at its sole cost and expense, shall, during the life of this agreement, procure, pay for and keep in full force and affect a comprehensive policy of commercial general liability insurance. The policy shall have limits in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Leased Premises (including acts or omissions of the Lessee). This policy shall name the City of Pueblo as additional insured and loss payee for the policy. The policy shall contain a provision that the policy cannot be canceled or materially altered either by the insured or the insurance company unless thirty (30) days prior written notice thereof is given to the Lessee and City. Upon issuance or renewal of any such insurance policy, the Lessee shall furnish to the City a certificate of insurance evidencing coverage required under this contract.
- C. If the Hangar or other improvements (the "Improvements") are damaged or destroyed by fire or other casualty, Lessee shall within one hundred twenty (120) days from the occurrence of such casualty either (1) repair and restore the damaged or destroyed Improvements, (2) demolish the damaged or destroyed Improvements, restore the Leased Premises to their original condition, and terminate this Lease, in which event the net proceeds of the property damage insurance required to be provided by Lessee pursuant to Section 13.A. shall be retained by Lessee, or (3) demolish the damaged or destroyed Improvements and commence construction of replacement Improvements, and thereafter complete such construction within nine (9) months from the occurrence of such casualty. All repairs to or restoration of Improvements and/or construction of replacement Improvements shall be in compliance with applicable laws and codes, and in accordance with plans and specifications therefor approved by Lessor, which approval will not be unreasonably withheld. Except in the event of (2) above, the net proceeds of property damage insurance provided by Lessee pursuant to Section 13.A. shall be released by City and paid to Lessee for the purpose of Lessee repairing, restoring,

or replacing improvements damaged or destroyed by such insured fire or other casualty.

- D. Lessee shall obtain statutory workers' compensation insurance which shall contain an endorsement waiving subrogation against the City of Pueblo. Such insurance shall cover all employees and agents of Lessee performing work at the Leased Premises or Airport irrespective of whether such employees may be shareholders, managers, partners, or owners of Lessee or exempt employees under the Act. Any independent contractors of Lessee shall be covered under Lessee's workers' compensation insurance and/or participant accident insurance policy or show evidence that said independent contractor is covered under its own workers' compensation insurance policy. Lessee shall have full and sole responsibility for ensuring compliance with this Section, including without limitation indemnification required under this Lease. All insurance policies required hereunder shall provide that such policies not be cancelled or reduced without thirty (30) days' advance written notice to the Lessor.
- E. Lessee shall not violate the terms or prohibitions of any insurance policy herein required to be furnished by Lessee. Coverage and limits enumerated in this insurance section represent only the minimum insurance required by the Lessor, and Lessee should rely on its expertise to obtain any additional insurance coverage needed for the Lessor and Lessee in its performance under this Lease. Failure of Lessee to comply with the provisions of this section shall constitute a material breach of this Lease by Lessee.

14. Waivers:

No provision of this Lease may be waived except by an agreement signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. Should Lessee holdover the use of or continue to occupy the Leased Premises after the termination or cancellation of this Lease, such holding over shall be deemed merely a tenancy for successive monthly terms upon the same conditions as provided in this Lease subject to termination upon fourteen (14) days prior written notice.

15. Inconvenience During Construction:

Lessee recognizes that from time to time it will be necessary for the Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair at and to the Pueblo Memorial Airport in order that the Pueblo Memorial Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt Lessee's operations at the Pueblo Memorial Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption, and for and in further consideration of the premises, Lessee waives any right to claim damages or other consideration therefore, provided, however, that this waiver shall not extend to, or be construed to be a waiver of, any claim for physical damage to property resulting from

negligence or willful misconduct of the Lessor, its officers, agents, employees, contractors, subcontractors, and representatives. The Lessee shall be obligated to pay all rent and fulfill all obligations of this Lease at all times, including, but not limited to, when access to the Airport is temporarily restricted due to routine construction, reconstruction, expansion, or other potential alteration of the airfield.

16. Place and Manner of Payments:

In all cases where Lessee is required by this Lease to pay any rentals, rates, fees or other charges or to make other payments to Lessor, such payments shall be made at the office of the Director of Aviation at the Pueblo Memorial Airport, or at such other place as Lessor may hereafter designate by notice in writing to Lessee and shall be made in legal tender of the United States and any check shall be received by Lessor subject to collection. Lessee agrees to pay any bank charges made for the collection of any such checks. All payments of rent shall be made on the first of each month.

17. Assignments and Subletting:

Lessee shall not assign this Lease or any interest therein nor sublet the Leased Premises or any portion thereof. Any assignment may be conditioned upon the payment of an assignment fee and/or an increase in rent to be determined by the Lessor in its sole and absolute discretion. Any assignment or subletting without the prior written consent of Lessor shall be void. No subletting of this Lease or the Leased Premises shall release or discharge Lessee from its obligations under this Lease.

18. Agreements with United States:

This Lease is subject and subordinate to the terms, reservations, restrictions, provisions, and conditions of the deed of conveyance from the United States Government to the Lessor and of any other existing or future agreement between the Lessor and the United States, relative to the use, operation, or maintenance of the Pueblo Memorial Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any Federal Agency in the extension, expansions, or development of said Airport and its facilities.

19. Lessee's Default:

A. Any one of the following shall constitute an event of default by Lessee hereunder:

- (1) Failure of Lessee to pay in full all installments of rent due by the first day of each month or immediately after written notice and demand therefor are given by Lessor to Lessee.
- (2) Failure of Lessee to perform or comply with any obligation, covenant, or agreement of Lessee hereunder other than payment of money for a period of fourteen (14) days after written notice specifying such failure is given by Lessor to Lessee, except that if such obligation, covenant, or agreement is not capable of being performed within said fourteen (14) day period, Lessee

shall not be in default if Lessee shall commence such performance within said fourteen (14) day period and thereafter prosecute the same with diligence and continuity to completion.

- B. In the case of a continuing event of default by Lessee, Lessor shall have the following remedy in addition to all other rights and remedies provided by law or in equity, including without limitation, damages and specific performance:
- (1) Terminate this Lease by fourteen (14) days prior written notice given to Lessee specifying the date of termination, and Lessee shall within said fourteen (14) day period vacate the Leased Premises and surrender possession thereof to Lessor.
- C. If the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any Court of Law, or a Trustee in Bankruptcy or a Receiver appointed for the property of the Lessee, whether under the operation of the State or the Federal statutes, then and in any such case, the Lessor may, at his option, immediately with or without notice, notice being expressly waived, terminate this Lease and immediately retake possession of the Leased Premises without the same working any forfeiture of any accrued obligations of the Lessee hereunder.
- D. After the expiration of this Lease or any violation of any term or provision as herein provided for, if Lessee shall refuse to surrender and deliver possession of the Leased Premises after notice of termination, then in that event Lessor may, without further notice or demand, enter into and upon said premises, or any part thereof, and take possession thereof and repossess them, and expel, remove and put out of possession the Lessee, using such help, assistance and force in so doing as may be needful and proper, without prejudice to any remedy allowed by law, available in such cases.
- E. That in case the Leased Premises are left vacant and any part of the rent herein reserved be due and unpaid, then the Lessor may, without in anyway being obligated to do so, and without terminating this Lease, retake possession of said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said Lessee shall be liable for the balance of the rent herein reserved until the expiration of this Lease.
- F. Lessee agrees to pay the Lessor all costs, including reasonable attorney fees, incurred by Lessor in recovering any rent or other money due and unpaid under the terms of this Lease or to recover possession of the Leased Premises after termination of this Lease.

20. Notices:

All notices, required to be given to Lessor hereunder, shall be in writing and be sent by certified mail to Pueblo Memorial Airport, Administration Office, 31201 Bryan Circle, Pueblo, Colorado 81001. All notices required to be given to Lessee hereunder shall be in writing and sent by certified mail, addressed to **James Spitzer, 311 Lamkin St., Pueblo, Colorado 81003**, provided that the parties, or either of them, may designate in writing from time to time subsequent or supplementary persons or address in connection with said notices. The effective date or service of any such notice shall be the date such notice is mailed by Lessee or Lessor.

21. Environmental Provisions:

- A. For the purpose of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado, or the United States government and shall include, but not be limited to: (i) substances defined as "hazardous waste," "restricted hazardous waste," "hazardous substance" or "hazardous material" under any applicable federal, state, or local law or regulation (Environmental Regulations); (ii) asbestos-containing materials; (iii) PCBs; (iv) petroleum or petroleum based products; and (v) lead.
- B. Lessee will comply with Environmental Regulations that are applicable to Lessee and its use of the Leased Premises. No activity shall be undertaken by Lessee, its guests, employees, agents, contractors, or subcontractors, on all or any portion of the Leased Premises which would cause or permit: (i) the presence, use, generation, release, discharge, storage or disposal of any Hazardous Material in, on, under, about, or from the Leased Premises or any part thereof in violation of any Environmental Regulations; (ii) any portion of the Leased Premises to become a hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions without receiving proper governmental authorization, and in compliance with all Environmental Regulations, including, without limitation, the Federal Water Pollution Control Act, U.S.C. Section 1251 et seq. and the Clean Air Act, 42 U.S.C. Section 7401 et seq.
- C. Lessee agrees to defend, indemnify, and forever hold harmless Lessor, and its officers, employees, agents, successors, and assigns, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, characterization, remediation and cleanup costs, incurred by reason of the use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about, or from the Leased Premises, or any part thereof, by Lessee, its employees, agents, guests, contractors and subcontractors.

22. Law, Rules and Regulations:

- A. Lessee, its officers, agents, and employees shall faithfully observe and comply with all applicable federal, state, and local laws, regulations, and ordinances now existing or hereafter adopted relating to the use and occupancy of the Airport or Leased Premises including without limitation Chapter 1 of Title III of the Pueblo Municipal Code and rules affecting the operation of motor vehicles upon, to, and from the Airport. The Lessee, and all officers, agents, and employees of Lessee, hereby agree to be bound by and subject to all police ordinances of the City of Pueblo at all times while on the Airport, whether acting in the course of Lessee's business or otherwise.
- B. Lessee, its officers, agents, and employees shall faithfully observe and comply with all minimum standards and rules regulating operations and activities from and upon the Airport adopted from time to time by Lessor. Such minimum standards and rules shall not be applied arbitrarily, discriminatorily, or unreasonably. Except with respect to matters of public health and safety, if any provision of this Lease shall conflict with any provision of the minimum standards and rules adopted or amended by Lessor after commencement date, the conflicting provision of this Lease shall control.
- C. It is expressly understood by Lessee that security within the air operations area of the Airport is vital. The drive through gate entering the air operations area shall be kept closed and locked at all times except for ingress and egress. Only automobiles belonging to Lessee and its employees will be permitted on the air operations area. Any automobile brought by Lessee shall be the sole responsibility of the Lessee. Violation of airport security rules as now, or in the future may, exist shall be grounds for immediate termination of this Lease.

23. F.A.A. Lease Requirements:

- A. The Lessor reserves the right, without any obligation on its part to do so, to develop, modify, change, improve, or abandon the Pueblo Memorial Airport or any part thereof, as it may determine in its sole discretion, at any time, regardless of the desires or view of Lessee, and without interference or hindrance from Lessee or liability to Lessee.
- B. The Lessor reserves the right, without any obligation on its part to do so, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.
- C. Lessor shall have full and unrestricted right to enter upon those portions of the Airport occupied and leased herein by the Lessee, and Lessor, its agents, or representatives shall be permitted to inspect same during any regular business hours or upon twenty-four (24) hours' notice to Lessee.
- D. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the use, development, operation, and maintenance of the Airport.

- E. Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations with respect to the construction of any structure or building on the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure on the Leased Premises.
- F. All rights not herein granted to the Lessee are reserved to Lessor and nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 as amended.
- G. Lessor reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation or flight in said airspace, and for use of said airspace for landing on, taking off from, or operations on or over the Pueblo Memorial Airport.
- H. By accepting this Lease, Lessee expressly agrees for itself, its successors, and assigns that it will not erect nor permit the erection of any structure, building, or object nor permit the growth of any tree on the Leased Premises to a height not to exceed twenty-five (25) feet above ground level. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the Leased Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.
- I. Lessee shall not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at Pueblo Memorial Airport or otherwise constitute a hazard to aviation. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of the Lessee.
- J. If during the term of this Lease, all or part of the Leased Premises should be taken or threatened to be taken for any public or quasi-public use under any governmental law or by right of eminent domain or sold to the condemning authority under threat of condemnation, this Lease shall terminate and the proceeds, if any, from such taking or sale shall be allocated between Lessor and Lessee in accordance with applicable condemnation law.
- K. Lessor reserves the right to grant and to take easements or rights of way in, under, over, and across the Leased Premises, in which event, Lessor shall only be entitled to compensation for damages to improvements of the Lessee destroyed or damaged thereby, but not to damages for loss of use of the Leased Premises.

24. Nondiscrimination Assurances

- A. The Lessee, for itself, its successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in

the event facilities are constructed, maintained, or otherwise operated on the Leased Premises or ramp, for a purpose for which Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lease shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the regulations may be amended.

- B. The Lessee, for itself, its successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (i) no person on the grounds of race, color, religion, sex, sexual orientation, disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises or ramp; (ii) that in construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, sexual orientation, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) that the Lessee shall use the Leased Premises and ramp in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as the regulations may be amended.
- C. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, religion, disability, national origin, sex, or sexual orientation be excluded from participating in any contracting, leasing, or employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- D. Lessee agrees to operate the Leased Premises for the use and benefit of the public and to furnish good, prompt and efficient services adequate to meet all the demands for its services at the Airport, to furnish service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit of service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

25. Miscellaneous:

- A. This Lease and all of its covenants and provisions shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, subtenants, and approved assigns.

- B. This Lease and any amendments hereto are subject to prior approval of the Federal Aviation Administration.
- C. Lessee is leasing the Leased Premises "AS IS, WHERE IS, WITH ALL FAULTS" in its present condition. Lessor makes no representation or warranties of any kind or character, express or implied, with respect to the Leased Premises, including but not limited to, any warranty or representation as to suitability or fitness for a particular purpose, title, zoning, physical or environment conditions, utilities, governmental approvals, the compliance of the Leased Premises with governmental and environment laws and regulations, the truth, accuracy or completeness of any document or other information provided to Lessee by Lessor or any other person, or any other matter or thing regarding the Leased Premises.. Lessor shall be under no obligation to maintain the Leased Premises or the Pueblo Memorial Airport or any part thereof in a particular location or condition. If the Pueblo Memorial Airport shall permanently close or relocate, the use restrictions stated in section 5 shall not apply, and the Lessee may use the Leased Premises for any lawful use or purpose allowed by the then existing Pueblo Municipal Code, or in the alternative, Lessee may terminate this Lease upon thirty (30) days prior written notice given to Lessor.
- D. The Lessee represents that it has inspected the Airport, Leased Premises, and facilities and accepts the conditions of same and fully assumes the risk incident to the use thereof. The Lessor shall not be liable to the Lessee for any damages or injuries to the property or personnel of the Lessee which result from hidden, latent, or other dangerous conditions on the Airport or Leased Premises. Lessee's taking of possession of the Leased Premises shall be conclusive evidence that Lessee accepts the Leased Premises in its present condition and that the Leased Premises is in good and satisfactory condition at the time such possession was taken.
- E. The acts and omissions of Lessee's employees, agents, contractors, and guests shall be imputed to Lessee for purposes of this Lease.
- F. This Lease 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 Lease, with respect to any financial obligation of Lessor which may arise under this Lease in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Lease, including any sub-agreement, attachment, schedule or exhibit thereto, by the Lessor.
- G. Nothing in this Lease is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the

Lessor under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

- H. This Lease contains the entire and exclusive agreement between the parties relating to the Leased Premises and may not be amended except by written instrument signed by the parties. Neither party shall be, or hold itself out as, agent of the other or as joint venturers or partners under this Lease.
- I. This Lease shall be governed by the laws of the State of Colorado. Venue for any action arising under this Lease or for the enforcement of this Lease shall be in a state court with jurisdiction located in Pueblo County, Colorado.
- J. Each person signing this Lease 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 Lease on behalf of such party and that this Lease is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

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

LESSOR:

CITY OF PUEBLO,
A Municipal Corporation

By _____
Nicholas A. Gradisar

Title: Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

LESSEE:

James Spitzer, dba Spitzer Aviation
Management

By 
James Spitzer

Title: Owner

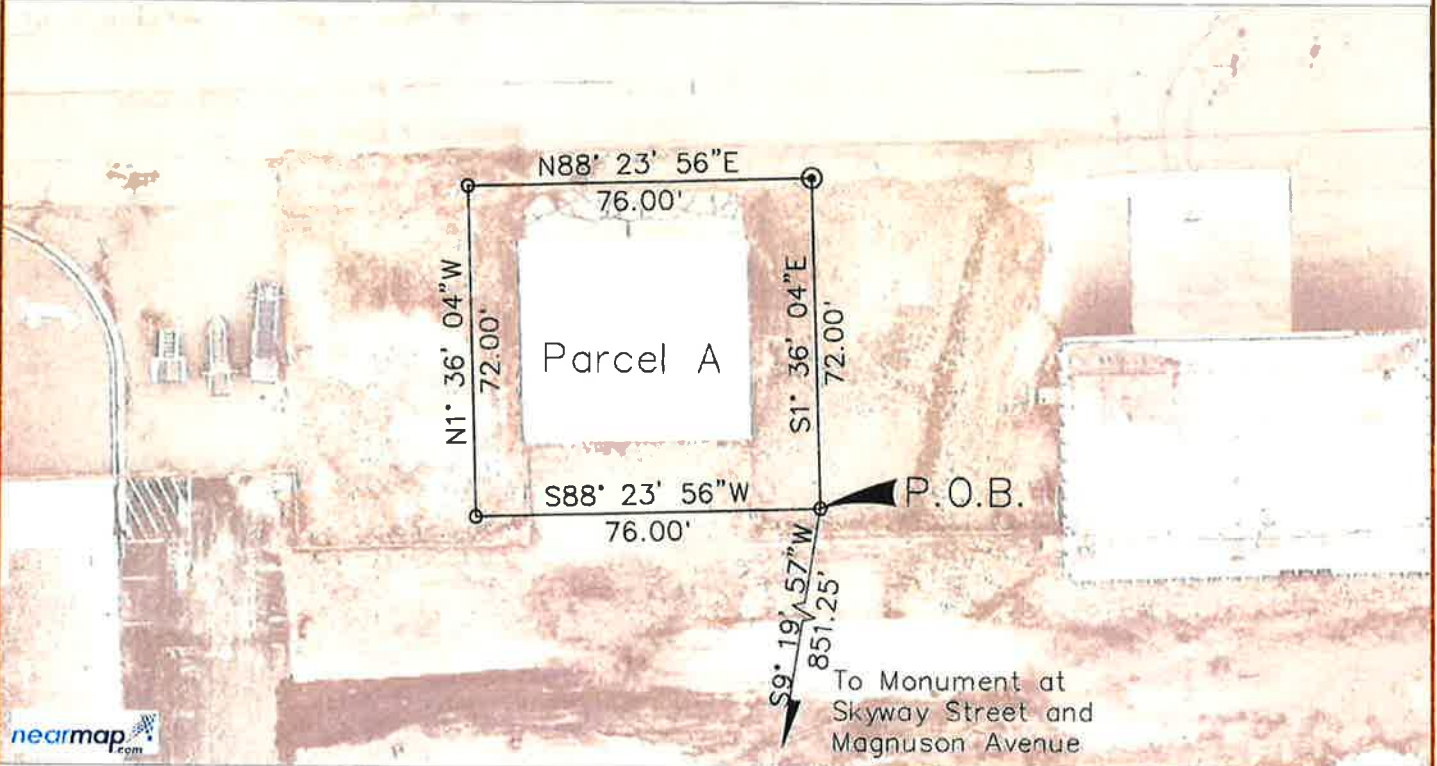
EXHIBIT A

530 SKYWAY STREET - PARCEL A



City of Pueblo Bureau of Public Works

March 2022 Imagery



Legend

- Set PK Nail with Shiner P.L.S. 31925
- Set Rebar and Yellow Cap P.L.S. 31925

Description

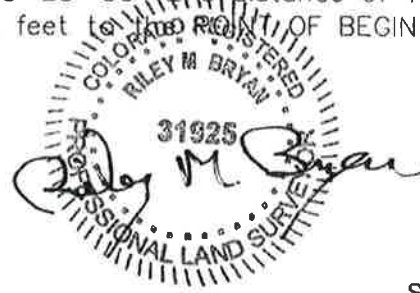
A parcel of land located within a portion of Parcel H of Pueblo Memorial Airport Industrial Park Subdivision, located in the SE 1/4 of the NE 1/4 of Section 25, Township 20 South, Range 64 West, and in a portion of the SW 1/4 of the NW 1/4 of Section 30, Township 20 South, Range 63 West of the Sixth Principal Meridian, being more particularly described as follows:

Parcel A

BEGINNING at a point from which the monument found at the intersection of Skyway Street and Atlas Avenue bears S 9° 19' 57" W a distance of 851.25 feet (bearings based on the monument found at the intersection of Skyway Street and Atlas Avenue to the monument found at the intersection of Skyway Street and Magnuson Avenue to bear N 1° 31' 26" E, with all bearings contained herein being relative thereto) thence S 88° 23' 56" W a distance of 76.00 feet; thence N 1° 36' 04" W a distance of 72.00 feet; thence N 88° 23' 56" E a distance of 76.00 feet; thence N 1° 36' 04" E a distance of 72.00 feet to the POINT OF BEGINNING.

Area = 0.13 Acres (5,472 s.f.) more or less.

Riley Monroe Bryan
Riley Monroe Bryan
P.L.S. 31925
Date 4/8/2022



SHEET 1 OF 1



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: October 24, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

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

SUMMARY:

Attached for consideration is a new Section 14 of Chapter 1 of Title XV of the Pueblo Municipal Code that would prohibit persons from sitting or lying down in public rights of way in the Downtown Business Area during regular business hours.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

City Council President Heather Graham requested the drafting of an ordinance prohibiting persons from sitting or lying down in public rights of way in the Downtown Business Area during regular business hours. The attached Ordinance is modeled after a similar ordinance adopted by the City of Durango, Colorado.

FINANCIAL IMPLICATIONS:

The financial implications of this Ordinance are currently unknown.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to adopt the attached Ordinance.

RECOMMENDATION:

None.

ATTACHMENTS:

None

ORDINANCE NO.

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

WHEREAS, the City Council finds that it is beneficial to encourage pedestrian-friendly and shared walkways in the City, particularly in the downtown commercial district; and

WHEREAS, persons obstructing walkways cause unreasonable harm and inconvenience to pedestrians and persons utilizing wheelchairs or with other mobility issues; and

WHEREAS, because City Council's concern is about the mobility of persons near businesses and not who is causing the obstruction, the intent of the City Council is for this Ordinance to apply to all people violating the Ordinance, and not certain segments of the population; and

WHEREAS, the City Council finds that the City has a compelling interest in encouraging and preserving a vital, pedestrian-friendly City particularly in the Downtown Business Area of the City; and

WHEREAS, when persons misuse public walkways it makes those City facilities unavailable to others who want or need to use them; and

WHEREAS, the City Council, Mayor and City staff have received complaints from a wide variety of citizens and visitors about concerns over the safety of sidewalks and accessibility to the public sidewalks in the City, with a focus on concerns about people sitting and lying down in the most crowded portions of the central business district; and

WHEREAS, the City Council desires to minimize the congestion on the sidewalks and public right of way to make the Downtown Business Area more hospitable to local citizens as well as to out of town visitors, thereby promoting economic vitality; and

WHEREAS, the City Council is committed to maximizing the public health, safety and welfare of the citizens of and visitors to the City; and

WHEREAS, numerous downtown business owners and managers have submitted complaints regarding the safety of pedestrians and reduced accessibility to the sidewalks and public rights of way by persons sitting or lying down on those sidewalks and public rights of way; and

WHEREAS, the surface of the public sidewalks are constructed and maintained for the primary purpose of providing safe and unimpaired passage of pedestrians rather than for sitting down or lying down; and

WHEREAS, the use of sidewalks and other public rights of way for purposes of sitting or lying down creates significant and serious safety concerns for pedestrians, and vehicles as well as for those sitting or lying down in those areas; and

WHEREAS, weather conditions during a portion of the year, including ice and snow, increase the hazards associated with access to sidewalks and public rights of way in the Downtown Business Area; and

WHEREAS, the City of Pueblo is host to many tourists and out of town travelers who are not familiar with the sidewalks and public rights of way, leading to increased concerns over safety and accessibility and conflicts with those who are using those areas for purposes other than their primary intended uses: and

WHEREAS, the City of Pueblo has a lively night life, causing people to use the sidewalks and alleys at night, with darkness increasing the chances of conflicts between pedestrians and persons sitting or lying on sidewalks and public rights of way; and

WHEREAS, there are established benches and other places to rest within the Downtown Business Area that will afford more than adequate opportunities for persons to sit down or rest; and

WHEREAS, the surface of alleys, streets, curbs, parking spaces and other public rights of way are constructed and maintained for the primary purpose of providing safe and unimpaired passage of pedestrians and vehicles rather than for sitting or lying down; and

WHEREAS, the presence of persons sitting on the sidewalks and public rights of way is unexpected, creating a sense of hazard and disorder that discourages people from visiting the Downtown Business Area; and

WHEREAS, persons who attempt to avoid the dangers and disorder caused by people sitting or lying down on the sidewalks often causes them to avoid the congestion and danger by

walking in the streets, thereby creating even greater hazards to pedestrians and traffic; and

WHEREAS, the alleys in close proximity to the streets located in the Downtown Business Area are used for primary access to businesses in the alleys by pedestrians visiting those businesses, causing conditions similar to those on the sidewalks downtown. People sitting and lying in the alleys or other rights of way create dangerous interactions with traffic and service vehicles such as delivery trucks, garbage trucks and utility vehicles. People sitting or lying down near solid waste receptacles could suffer serious injury during operations to pick up those items; and

WHEREAS, there are legitimate circumstances where a person may be required to sit or temporarily lie down on sidewalks, and reasonable exceptions to the restrictions are appropriate and are identified in this Ordinance; and

WHEREAS, the City Council finds that the adoption of the restrictions contained herein will promote pedestrian safety and accessibility and are in the best interests of the public health, safety and welfare of the City; NOW, THEREFORE,

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

SECTION 1.

The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

SECTION 2.

Section 15-1-14 of Chapter 1 of Title XV of the Pueblo Municipal Code is hereby added to the Pueblo Municipal Code to read as follows:

Sec. 15-1-14. – Obstruction of Public Rights-of-Way.

(1) As used herein, “Public Right-of-Way” shall be defined as any public sidewalk, street, railway, alley, parking space, curb, or other publicly owned property intended for pedestrian or vehicular travel.

(2) As used herein, the “Downtown Business Area” shall be defined as the area beginning at the intersection of W 13th and N Elizabeth St., east along centerline of W 13th St. to the center of Interstate 25; thence south along the center of existing or future Interstate 25 to the northern edge of the railroad lines at an approximate location of 38° 15'48.369" N, 104° 36'18.691" W. thence SW along the northern edge of the railroad to a point on the top of the Arkansas River levee at an approximate latitude and longitude of 38° 15'38.319" N, 104° 36'57.711" W; thence NW along the top of the levee to an approximate location of 38° 15'50.625" N, 104° 37'11.123" W; thence NE at 43 degrees for a distance of ~2139 ft. to the centerline of N Elizabeth St. at approximately 38° 16'4.9" N, 104° 36'51.34" W; continuing north along the centerline of N Elizabeth St. to the point of beginning at the intersection of W 13th St. and N Elizabeth St. The area included within the above description shall include the full width of all described railroad, street, or alley

rights of way, including all public sidewalks.

(3) It shall be unlawful for any person to sit, kneel, recline, or lie down in the Downtown Business Area upon any surface of any Public Right-of-Way, or upon any bedding, chair, stool, or any other object placed upon the surface of any Public Right-of-Way, between the hours of 7:00 a.m. and 10:00 p.m.

(4) The following activities or circumstances shall not be deemed to be a violation of this section: _

a. The person is experiencing a bona fide medical emergency.

b. The person has a disability or is utilizing a wheelchair, walker, crutches, or other similar mobility assisting device within the Public Right-of-Way.

c. The person is sitting or lying on furniture or other objects installed in or placed upon the Public Right-of-Way by the City, or by others with a license or permit issued by the City, that are intended primarily to allow persons to sit or rest, including items such as chairs, benches, and low walls.

d. The person is a child in a stroller.

e. The person is attending a parade, festival, performance, rally, demonstration, meeting, or other special event conducted pursuant to a permit or license issued by the City.

(5) No peace officer shall issue a citation or otherwise enforce this Section against any person until the peace officer first seeks voluntary compliance and unless the person continues to engage in conduct that is prohibited by this Section after having been notified by a peace officer that the conduct violates the provisions of this Section.

(6) Violation of this Section is a civil infraction. Upon conviction for a first violation of this Section, the Municipal Court shall impose a fine not to exceed one hundred dollars (\$100.00). Upon a second or subsequent conviction for the violation of this Section, the Municipal Court shall impose a fine not to exceed two hundred dollars (\$200.00).

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective thirty (30) days after final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on October 24, 2022.

Final adoption of Ordinance by City Council on November 14, 2022.

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: October 24, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: James Wagner, Assistant City Attorney
Lindsey Vigna - Assistant Director of Animal Law Enforcement HSPPR

SUBJECT: AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO ALLOW ANIMAL SHELTER PERSONNEL TO ADMINISTER ANIMAL VACCINATIONS

SUMMARY:

Attached for consideration is a set of amendments that will define what constitutes a vaccinating veterinarian, to add contextual definitions and define who is authorized to administer animal vaccinations, and to add the requirement that the name of the person administering an animal vaccination be included on the vaccination form provided to the licensing officer.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Effective June 8, 2022, Governor Polis signed HB22-1235 into law. HB22-1235 provided for many changes within the Veterinary Practices Act. Said legislation expanded the ability of non-veterinarians to administer animal vaccinations under certain statutory conditions, dependent upon the administration of said animal vaccines was done under direct or indirect supervision.

Section 11-4-2 of the Pueblo Municipal Code currently regulates vaccinations within the City of Pueblo and requires the vaccination to be administered by a licensed veterinarian. Passage of the attached ordinance will bring the City's Code in line with state law and provide additional definitions necessary for that purpose. Additionally, passage of the attached ordinance will allow for more expeditious vaccinations of animals by a licensed animal shelter.

FINANCIAL IMPLICATIONS:

There are no financial implications.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the Code is not amended in accordance with this Ordinance, vaccinations within the City of Pueblo will not be in conformity with state law.

RECOMMENDATION:

Staff recommends approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10324

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO ALLOW ANIMAL SHELTER PERSONNEL TO ADMINISTER ANIMAL VACCINATIONS

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

SECTION 1.

Section 11-4-1 of Chapter 4 of Title XI of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-4-1. – Definitions.

As used in this Chapter, the term:

1. *Owner* shall mean any person who owns, keeps or harbors any animal or any person who permits or suffers any animal to remain on or about his or her premises for a period of thirty (30) days.
2. *Animal* shall mean all domesticated mammals, reptiles, birds, amphibians, and other domesticated creatures. The term does not include humans.
3. *Dangerous animal* shall mean any animal that without provocation bites or attacks a human being or another animal, either on public or private property, and causes serious bodily injury, or that may otherwise meet the definition per Pueblo Municipal Code Section 11-4-14.
4. *At large* shall mean off the premises of its owner or person having charge thereof, and not under the direct physical control of the owner or other responsible person by either leash, cord or chain. An animal within the automobile or an enclosed portion of any other motor vehicle of its owner or other authorized person shall not be deemed to be at large. An animal which is not restrained or tethered and is left unattended in an unenclosed portion of a motor vehicle shall be deemed to be at large.
5. *Harboring or keeping* shall mean the act of keeping or caring for an animal or the act of providing a premises to which an animal returns for food, shelter or care for a period of three (3) days or more.
6. *Vaccination* shall mean the inoculation of an animal with a vaccine approved by the Colorado Department of Health for use in prevention of rabies.
7. *Person* shall mean any individual, firm, corporation, limited liability company, partnership or association. All members of one (1) household shall be considered as one (1) person for the purposes of this Chapter.
8. *License Officer* shall mean the Shelter Operator or, if none, the Director of Finance, or his or her designee.
9. *Manure* shall mean the excrement of any domestic animal or fowl and all stable bedding.
10. *Lot or parcel of land* shall mean any area of land in the City under one (1) ownership as shown on the last assessor's roll of the County, or any area of land under legal control of any person.
11. *Improved lot* shall mean any lot or parcel of land on which is located a dwelling house, occupied or unoccupied.

12. *Property line* shall mean the boundary of any lot or parcel of land as the same is described in the conveyance to the owner of such lot or parcel, and shall not include the street or any portion thereof upon which said lot or parcel may abut; provided, however, that for purposes of this Chapter, the property line of a lot or parcel abutting on an alley shall be deemed to extend to the centerline of such alley.
13. *Fence* shall mean an enclosing structure of any construction with sufficient strength, durability and dimensions to prevent an animal from straying from within.
14. *Wild animal* shall mean any species of animal which exists in a natural unconfined state and is not commonly domesticated or suitable for domestication. The term specifically includes, without limitation, all species of venomous reptiles, lizards belonging to the family Varanidae and crocodilians.
15. *Domesticated pot-bellied pig* shall mean a domesticated porcine animal of the species *Sus scrofa vittatus* which meets both of the following criteria: (i) the animal shall not exceed one hundred (100) pounds in weight, and (ii) if over four (4) months of age, the animal shall be spayed or neutered.
16. *Neglect* or *neglecting* means failure to provide food, water, protection from the elements or other care generally considered to be normal, usual and accepted for an animal's health and well-being consistent with the species, breed and type of animal.
17. *Mistreatment* means neglect and every other act or omission which creates a substantial probability of causing injury to or unnecessary suffering by an animal.
18. *Abandon* or *abandoning* shall mean the leaving of an animal by a person having possession or custody of the animal under circumstances where the animal will not likely be provided with adequate food, water or protection from the elements.
19. *Shelter Operator* shall mean the Animal Control Division of the Police Department, except that if the City has entered into a management agreement with a nonprofit corporation which assigns and delegates to such entity the authority and responsibility to enforce this Chapter and to manage and operate the Animal Shelter and the administration of the vaccination and licensing system provisions of this Chapter, the term shall instead mean such entity.
20. *Potentially dangerous animal* shall mean an animal that causes any injury that is less than a serious bodily injury, or that may otherwise meet the definition per Pueblo Municipal Code Section 11-4-14.
21. *Tether* shall mean to tie up or chain to a fixed or heavy inanimate object to restrict the free movement of an animal to a distance no greater than the length of its leash or chain.
22. **Vaccinating veterinarian shall mean a veterinarian who physically administers a vaccination to an animal, as well as a veterinarian under whose supervision a vaccine is administered to an animal, regardless of whether said administration is done under direct or indirect supervision**

SECTION 2.

Section 11-4-2 of Chapter 4 of Title XI of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-4-2. – Vaccinations.

(a) Definitions. When used in this Section:

1. **Indirect supervision means supervision where the vaccinating veterinarian directs or supervises the authorized delegated treatment or collection of diagnostic information of a patient at the veterinary premises without being on the premises but readily available for communication.**

2. **Animal shelter shall have the same meaning as set forth in §35-80-102 of the Colorado Revised Statutes (C.R.S.), as may be amended.**

(b) Every owner of a dog four (4) months old or older shall have such dog vaccinated against rabies by: **(i)** a licensed veterinarian, **(ii) by a person under the direct supervision of a licensed veterinarian and who has been trained in rabies vaccine storage, handling, and administration and in the management of adverse events, or** **(iii) with respect to animal shelter-owned animals, by a person working on behalf of an animal shelter if the person is under the indirect supervision of a licensed veterinarian and has been trained in rabies vaccine storage, handling, and administration and in the management of adverse events.** If a dog four (4) months old or older, whose owner is a nonresident, shall remain within the City for more than thirty (30) days, it shall be vaccinated in accordance with the provisions of this Chapter.

(c) Every owner of a cat four (4) months old or older shall have such cat vaccinated against rabies by: **(i)** a licensed veterinarian, **(ii) by a person under the direct supervision of a licensed veterinarian and who has been trained in rabies vaccine storage, handling, and administration and in the management of adverse events, or** **(iii) with respect to animal shelter-owned animals, by a person working on behalf of an animal shelter if the person is under the indirect supervision of a licensed veterinarian and has been trained in rabies vaccine storage, handling, and administration and in the management of adverse events.** If a cat four (4) months old or older, whose owner is a nonresident, shall remain within the City for more than thirty (30) days, it shall be vaccinated in accordance with the provisions of this Chapter.

(d) Every owner of a ferret four (4) months old or older shall have such ferret vaccinated against rabies by: **(i)** a licensed veterinarian, **(ii) by a person under the direct supervision of a licensed veterinarian and who has been trained in rabies vaccine storage, handling, and administration and in the management of adverse events, or** **(iii) with respect to animal shelter-owned animals, by a person working on behalf of an animal shelter if the person is under the indirect supervision of a licensed veterinarian and has been trained in rabies vaccine storage, handling, and administration and in the management of adverse events.** If a ferret four (4) months old or older, whose owner is a nonresident, shall remain within the City for more than thirty (30) days, it shall be vaccinated in accordance with the provisions of this Chapter.

(e) A veterinarian, with the written consent of an animal's owner, may issue a written exemption waiving the requirement that an animal be vaccinated from rabies if the veterinarian, in his or her professional opinion, determines that the rabies vaccination is contraindicated due to the animal's health.

(f) A valid veterinary-client-patient relationship, as defined under Section **12-315-104(19)**, C.R.S., **as may be amended**, must have been established between the veterinarian, owner and animal in order for a veterinarian to issue a written exemption.

(g) It shall be unlawful and a Class 2 municipal offense for any animal owner required by this Section to have his or her animal vaccinated to fail to have said animal so vaccinated or obtain a written exemption from vaccination.

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 October 24, 2022.

Final adoption of Ordinance by City Council on November 14, 2022.



President of City Council

Action by the Mayor:

☒ Approved on November 17, 2022.

☐ 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: October 24, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE AMENDING CHAPTER 3 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO ALLOW THE CITY CLERK TO ADMINISTRATIVELY APPROVE CERTAIN LIQUOR LICENSE MATTERS DESIGNATED BY THE LIQUOR BOARD WHEN ALLOWED BY STATE LAW

SUMMARY:

This Ordinance will streamline the approval process for liquor renewals and minor license changes by allowing them to be administratively approved by the Office of the City Clerk instead of requiring them to be brought before the Liquor Board via placement on its agenda. These items are rarely if ever discussed, and administrative approval will shorten their wait process by an additional 2-3 weeks. Any licenses where renewal may be questionable or protested will continue to be brought before the Liquor Board.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Many liquor licensees are currently struggling with the wait times at the State level, where it can take months to process licenses. This delay means that many licenses expire while in the process of being renewed. While retailers can still continue to use their license as long as they have a renewal in process, this expiration causes wholesalers to threaten to stop distributing to their businesses. Shortening the time an application takes to be renewed and to make minor changes will help our local businesses.

Many other municipalities including Centennial, Littleton, Wheat Ridge, and others, administratively approve licenses and modifications in this way. The Liquor Board will be able to designate certain areas that the City Clerk may approve administratively, such as applications for renewal, transfer of ownership, temporary permit, or for changes in manager.

FINANCIAL IMPLICATIONS:

This streamlined process will result in a minimal decrease of required staff time.

BOARD/COMMISSION RECOMMENDATION:

The Liquor Board discussed this proposal at the August 17, 2022 meeting and is supportive of this ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If Council denies this Ordinance, the Liquor Board will continue to approve these items.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10325

AN ORDINANCE AMENDING CHAPTER 3 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO ALLOW THE CITY CLERK TO ADMINISTRATIVELY APPROVE CERTAIN LIQUOR LICENSE MATTERS DESIGNATED BY THE LIQUOR BOARD WHEN ALLOWED BY STATE LAW

WHEREAS, the City of Pueblo Liquor and Beer Licensing Board (the "Board") was duly formed by the City of Pueblo, Colorado and exists pursuant to and in accordance with Pueblo Municipal Code Section 11-3-4 et seq. ("Code"); and

WHEREAS, consistent with said Code provisions, the Board possesses all the powers of a licensing authority as set forth in the Colorado Liquor Code, Articles 3, 4, and 5 of Title 44, C.R.S., as amended; and

WHEREAS, pursuant to the Colorado Liquor Code, the Board is not required to conduct hearings for certain matters, including on applications for renewal, transfer of ownership, a temporary permit, nor for changes in manager; and

WHEREAS, as such, City Council desires to ensure the Board has the discretion to delegate the authority to administratively process and approve such matters, without a hearing, upon certain terms and conditions as the Board may establish; and

WHEREAS, the City finds that the administrative processing and approval of applications for renewal, transfer of ownership, temporary permits, and changes in manager when there does not appear to be any cause for the Board to review such an application, is the most efficient and cost-effective manner of acting on such applications and could reduce the delays that applicants sometimes encounter with such applications; and

WHEREAS, the City and Board therefore desire to delegate to the City Clerk the authority to administratively process and approve applications for renewal, transfer of ownership, temporary permits, and changes in manager on the terms and conditions set forth by the Board; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 11-3-4 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-3-4. - Licensing authority.

(a) The Liquor and Beer Licensing Board shall be the local licensing authority in the City for the licensing of **businesses and** locations **that desire** to sell beer and alcoholic liquors as authorized by Articles 3, 4, and 5 of Title 44, C.R.S., as amended, and the rules and regulations of the State Licensing Authority, and shall possess all powers given to local licensing authorities by the provisions of said statutess and rules and regulations.

(b) **The City Clerk is authorized to administratively process and approve certain matters designated by the Liquor and Beer Licensing Board, upon terms and conditions established by the Board, in accordance with Articles 3, 4, and 5 of Title 44, C.R.S., as same may be amended, when there does not appear to be cause for the Board to review such matters.**

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective thirty 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 October 24, 2022.

Final adoption of Ordinance by City Council on November 14, 2022.



President of City Council

Action by the Mayor:

☒ Approved on November 17, 2022.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

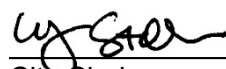
☐ Council did not act to override the Mayor's veto.

☐ 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: November 14, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN EMERGENCY ORDINANCE AMENDING ORDINANCE NO. 10058 TO ENLARGE THE TIME FRAME WITHIN WHICH THE MAYOR MAY DECLARE TEMPORARY HOUSING AND SHELTER EMERGENCIES FROM DECEMBER 1ST TO NOVEMBER 1ST OF EACH YEAR

SUMMARY:

Attached is a proposed Emergency Ordinance which expands the time frame within which the Mayor may declare temporary housing and shelter emergencies for the City's homeless residents from December 1st to November 1st of each year.

PREVIOUS COUNCIL ACTION:

On November 22, 2021, by Ordinance No. 10058, City Council authorized the Mayor, when temperatures reach dangerous levels between December 1st and March 31st of each year, to declare temporary housing and shelter emergencies for the City's homeless residents and also allowed buildings utilized by the City's churches, synagogues, mosques, temples and other religious institutions to be used as temporary warming shelters for the City's homeless population during such temporary emergencies. The City's Zoning, Fire and Building Code ordinances and regulations in conflict with such use were temporarily suspended during such temporary emergencies.

BACKGROUND:

Extreme cold night temperatures, which pose significant dangers to the health of the City's homeless persons, have occurred and will continue to occur prior to December 1st of each year. Temporary overnight warming shelters will be needed prior to December 1st for the City's unhoused residents.

FINANCIAL IMPLICATIONS:

On October 24, 2022, by Ordinance No. 10305, City Council approved and authorized the Mayor to sign a Subrecipient Agreement with the Crazy Faith Street Ministry, a

Colorado nonprofit corporation (“CFSM”) for the purpose of CFSM’s operation of a temporary homeless shelter when temporary housing and shelter emergencies are declared by the Mayor. The attached ordinance could lead CFSM to request an increase in the number of approved overnights beyond the currently approved 20 overnights.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A “no action” alternative would keep December 1st as the beginning date of each year for the Mayor to declare temporary housing and shelter emergencies.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10326

AN EMERGENCY ORDINANCE AMENDING ORDINANCE NO. 10058 TO ENLARGE THE TIME FRAME WITHIN WHICH THE MAYOR MAY DECLARE TEMPORARY HOUSING AND SHELTER EMERGENCIES FROM DECEMBER 1ST TO NOVEMBER 1ST OF EACH YEAR

WHEREAS, extreme cold night temperatures, which pose significant dangers to the health of the City's homeless persons, have occurred and will continue to occur prior to December 1st of each year; and

WHEREAS, temporary overnight warming shelters will be needed prior to December 1st of each year for the City's unhoused residents. NOW, THEREFORE,

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

SECTION 1.

The City of Pueblo hereby declares that a housing and shelter emergency currently exists for the City's homeless residents and that the City's homeless citizens do not have current access to appropriate warming shelters to protect their health against dangerous temperatures when they are outdoors at night.

SECTION 2.

Ordinance No. 10058, dated November 22, 2021, shall be and hereby is amended to enlarge and expand the time frame within which the Mayor may declare temporary housing and shelter emergencies for the City's homeless residents from December 1st to November 1st of each year. Except as amended hereby, Ordinance No. 10058 is hereby ratified and shall remain in full force and effect.

SECTION 3.

Savings Clause: The immediate enactment of this Ordinance is necessary in order to preserve and protect the health, safety and welfare of the residents of the City. Pursuant to Sec. 3-20 of the City Charter, this Ordinance shall become effective on the date of final action by the Mayor and City Council *nunc pro tunc* November 1, 2022.

SECTION 4.

Due to the emergency status of this Ordinance, the publication requirements set forth in City Charter Sec. 3-19 shall be and hereby are waived for this Ordinance.

SECTION 5.

The Mayor is hereby authorized to declare temporary housing and shelter emergencies for the City's homeless residents effective and *nunc pro tunc* November 1, 2022.

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 14, 2022.

Final adoption of Ordinance by City Council on November 14, 2022.

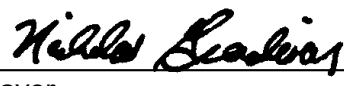


President of City Council

Action by the Mayor:

☒ Approved on November 17, 2022.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

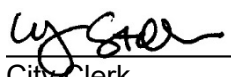
☐ Council did not act to override the Mayor's veto.

☐ 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