



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

**MONDAY, JUNE 12, 2023
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 Micah Aragon, Pueblo Christian Center
- C. PLEDGE OF ALLEGIANCE**
- D. ROLL CALL**
- E. SPECIAL RECOGNITIONS**
- 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 May 22, 2023, as distributed.

J1 City Council Minutes 05/22/2023

K. CONSENT AGENDA

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

L. COMMUNICATIONS

M. RESOLUTIONS

- M1 A Resolution awarding a construction contract in the amount of \$458,754 to JARCCO Construction LLC., for Project No. 23-068, Concrete Improvements - West 32nd Street, setting forth \$91,750 for contingencies, and authorizing the Purchasing Agent to execute

same

- M2 A Resolution authorizing the extension of the conditional waivers of fees relating to wastewater utility tap and plant investment fees and granting waivers for other development fees pertaining to the Pueblo Springs Apartment complex located on the southwest corner of North Pueblo Boulevard and West 31st Street in the City of Pueblo
- M3 A Resolution awarding an Agreement to provide on-call transportation technical assistance with respect to the update travel demand model in the amount of \$188,370 to Wilson & Company, Inc., from TP2241 and authorizing the Purchasing Agent to execute same
- M4 A Resolution transferring funds in the amount of \$90,029.35 from the "2023" Public Works Operating Budget for contract services, approving Amendment No. 2 to the master subscription agreement in the amount of \$90,029.35 between the City of Pueblo, a Colorado Municipal Corporation, and Brightly Software, Inc., a North Carolina Corporation, formerly Dude Solutions, Inc., for Project No. 21-041 Pueblo Street Assessment Project, and authorizing the purchasing agent to execute same.
- M5 A Resolution authorizing payment in the amount of \$30,086.00 from Project CI2113 - American Rescue Plan Act for the purchase of bleachers - Joe Santos Field at Ray Aguilera Park a government project as authorized by Section 603(C)(1) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6
- M6 A Resolution ratifying an emergency construction contract in the amount of \$22,515.82 with Parker Excavating, Inc. For Emergency Sanitary sewer point repair at 510 W D Street, Project No. 20-059 (WWAN03) and approving the purchasing agent's execution of the same.
- M7 A Resolution ratifying an emergency construction contract in the amount of \$17,172.74 with Parker Excavating, Inc. For Emergency Sanitary sewer point repair at 1127 Catalpa St, Project No. 20-059 (WWAN03) and approving the purchasing agent's execution of the same.
- M8 A Resolution ratifying an emergency construction contract in the amount of \$15,577.93 with Parker Excavating, Inc. For Emergency Sanitary sewer point repair at 1016 Bluestem Boulevard, Project No. 20-059 (WWAN03) and approving the purchasing agent's execution of the same.
- M9 A Resolution authorizing the issuance of a revocable permit (REV-23-18) to La Gente Youth Sports, Inc., for the use of the public right-of-way along Juan Madrid Avenue between East 12th Street and East 13th Street for the purpose of facilitating their annual softball tournament July 21 through July 24, 2023.
- M10 A Resolution approving a Release of Deed of Trust between Pueblo, a Colorado Municipal Corporation and Matrixx Marketing, Inc., and authorizing the Mayor to execute same
- M11 A Resolution confirming the appointment by the Mayor of Mike Castellucci and Georgia Way to the Zoning Board of Appeals
- M12 A Resolution confirming the appointment by the Mayor of Alexandra Aznar and Mike Castellucci to serve a four-year term expiring July 1, 2027 on the Planning & Zoning Commission
- M13 A Resolution confirming the appointment by the Mayor of Laura Getts, Alan Ward, and John Vigil to serve a four-year term expiring June 30, 2027 on the Energy Advisory Commission
- M14 A Resolution confirming the appointment by the Mayor of Robert Hidalgo to complete a

three-year term expiring on September 30, 2023 on the Pueblo Memorial Airport Advisory Committee

M15 A Resolution confirming the appointment by the Mayor of Andrea Aragon to serve a five-year term expiring July 1, 2028 on the Housing Authority of the City of Pueblo Board of Directors

M16 A Resolution confirming the appointment by the Mayor of Zolanye McCulley-Bachicha to serve a five-year term expiring July 1, 2028 on the Board of Health

M17 A Resolution appointing a panel of arbitrators required by Section 8-14(s)(3) of the Charter of the City of Pueblo

M18 A Resolution to amend Resolution No. 15242 to correct the finance project numbers from which funds will be paid for Project No. 23-064, Miscellaneous Concrete Improvements (CDBG)

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance to establish project no. WW2304, budgeting and appropriating \$1,029,328 from project no. WW9999 to project no. WW2304 and approving an agreement for Professional Engineering services in the amount of \$1,029,328 between the City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., for consulting engineering services with respect to the Secondary Clarifiers Project.

N2 An Ordinance approving and accepting Colorado Department of Transportation (CDOT) Aeronautics Division Grant No. 23-PUB-01 for funds in the amount of \$276,521 for the Runway 8R-26L Rehabilitation and Taxiway A2 Removal project, authorizing the Mayor to execute same, and budgeting and appropriating \$599,121 in grant and matching funds to project No. AP2205 – Rehab Runway 8R-26L Design & Construction

N3 An Ordinance establishing project PL2303 - Evaluation of Landfill Operation Alternatives, transferring \$150,000 from the unappropriated fund balance of the General Fund, and budgeting and appropriating said funds in the amount of \$150,000 to Project No. PL2303

N4 An Ordinance establishing account Project CI2320 - Fire Station No. 6 Land Procurement, transferring \$70,000 from the unappropriated fund balance of the General Fund, budgeting and appropriating said funds in the amount of \$70,000 to account Project No. CI2320, and approving and authorizing the Mayor to execute a contract to buy and sell real estate for a portion of Lots 7 and 8, Block 2, Trinity Subdivision, City of Pueblo Colorado

N5 An Ordinance approving and accepting a subgrant in the amount of \$55,000 from One Colorado Education Fund for the Pueblo Food Project, authorizing the Mayor to sign the grant agreement, and budgeting and appropriating \$55,000 to project No. CI2213

N6 An Ordinance approving a professional services agreement in an amount not to exceed \$45,560 between the City of Pueblo and Financial Consulting Solutions Group, Inc., d.b.a. FCS Group for the 2023 biennial Wastewater rate review

N7 An Ordinance changing Capital Project No. CI2306 - Ice Arena Restroom Expansion to Capital Project No. CI2306 - Ice Arena Renovations

N8 An Ordinance approving an agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, by and through the Colorado State Fair Authority, related to the use of State facilities in support of a City-Wide Cleanup Event and authorizing the Mayor to execute said agreement

N9 An Ordinance amending appropriations and compiling previous amendments to the General Fund, Special Revenue Funds, Enterprise Funds, Internal Service Funds, Debt

Service Funds and Capital Project Funds for the fiscal year 2022 and amending the budget for the year 2022

- N10 An Ordinance amending zoning restrictions to rezone approximately 34.07-acres from S-1, Government Use Zone District to I-2, Industrial Zone District
- N11 An Ordinance amending zoning restrictions to rezone approximately 25.47-acres from Pueblo County A-1 to City of Pueblo S-1, Government Use Zone District and approximately 44.44-acres from Pueblo County A-1 and R-6 to City of Pueblo A-1, Agricultural One Zone District
- N12 An Ordinance approving an agreement between the City of Pueblo, a Colorado Municipal Corporation, and Hilltop Securities Inc., Municipal Advisory Services and authorizing the Mayor to execute same
- N13 An Ordinance approving an amendment to the Collective Bargaining Agreement between the City of Pueblo and the International Brotherhood of Police Officers Local 537 relating to retention bonuses, reductions of steps within the salary schedule for the Police Patrol Officer classification, and implementing a Quartermaster System
- N14 An Ordinance amending Section 6-5-16 of Chapter 5, of Title VI of the Pueblo Municipal Code relating to the FY 2023 Classification and Pay Plan by amending the pay scale for Police Patrol Officer
- N15 An Ordinance directing that the November 7, 2023 General Municipal Election be conducted as part of a coordinated election, adopting for use at the General Municipal Election the requirements and procedures of the Uniform Election Code of 1992 except to the extent the Uniform Election Code of 1992 conflicts with a specific provision of the Charter of the City of Pueblo, and suspending for such purposes the Pueblo Election Code and all ordinances and resolutions of the City in conflict therewith
- N16 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the General Municipal Election to be held on November 7, 2023 a proposed amendment to the Charter of the City of Pueblo changing the form of government from Mayor-Council to Council-Manager and fixing the ballot title therefor

O. APPROVAL OF CONSENT AGENDA

I move to approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for June 26, 2023, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to the Sangre de Cristo Arts & Conference Center in the amount of \$1,500 to sponsor a table at the Anniversary Gala on Friday, June 2, 2023 at 6 pm at the Sangre de Cristo Arts & Conference Center
- Q2 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to Colorado State Fair Fiesta Committee in the amount of \$300 to sponsor the Noche de Fiesta on Saturday, July 29, 2023 at 5 pm at the Pueblo Convention Center

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance transferring \$1,200,000.00 from the Unappropriated Fund Balance of the

General Fund to Project No. CIAN23 - Demolition of Unsafe Structures, and budgeting and appropriating \$1,200,000.00 to said project - *Introduced May 22, 2023 by Vicente Martinez Ortega*

- R2 An Ordinance approving and authorizing the Mayor to sign a Subrecipient Agreement between the City of Pueblo, a Colorado Municipal Corporation and Pueblo School District No. 60, a public school district and political subdivision of the State of Colorado, and authorizing the payment of amounts from Fund No. 226 - Opioid Abatement Settlement, for purposes thereof - *Introduced May 22, 2023 by Vicente Martinez Ortega*
- R3 An Ordinance approving and authorizing the Mayor to sign a Subrecipient Agreement and related Facility Use Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Boys and Girls Club of Pueblo County, 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 one hundred and fifty-three thousand one hundred seventy eight dollars (\$153,178) from Project No. CI2113 - American Rescue Plan Act, for purposes thereof - *Introduced May 22, 2023 by Vicente Martinez Ortega*
- R4 An Ordinance approving an agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Board of Governors of the Colorado State University System, acting by and through Colorado State University Pueblo and authorizing the Mayor to execute same - *Introduced May 22, 2023 by Vicente Martinez Ortega*
- R5 An Ordinance amending zoning restrictions to rezone the southern portion of lot 2, block 1 Park West Business Campus Filing No. 9, approximately 11.85 acres generally located east of Pueblo Boulevard and south of East Spaulding Avenue from B-3, Highway Arterial Zone District to R-5, Multiple Residential and Office Zone District - *Introduced May 22, 2023 by Vicente Martinez Ortega*
- R6 An Ordinance approving the Cottages at Park West Special Area Plan - *Introduced May 22, 2023 by Vicente Martinez Ortega*
- R7 An Ordinance approving the Cottages at Park West Subdivision - *Introduced May 22, 2023 by Vicente Martinez Ortega*
- R8 An Ordinance vacating a 40-foot utility, drainage, and ingress/egress easement that runs diagonally through parcel B, rearrangement of property boundaries, amended plat, University Park 30th Filing - *Introduced May 22, 2023 by Vicente Martinez Ortega*
- R9 An Ordinance approving the University Park Subdivision, 33rd Filing - *Introduced May 22, 2023 by Vicente Martinez Ortega*
- R10 An Ordinance approving a Water Main Extension Agreement between the City of Pueblo, a Colorado Municipal Corporation and the Board of Water Works for Pueblo, Colorado for the extension of water mains in W. 18th Street and Newport Avenue and authorizing the Mayor to execute the same - *Introduced May 22, 2023 by Vicente Martinez Ortega*
- R11 An Ordinance amending Section 4 of Chapter 2 of Title IX of the Pueblo Municipal Code to bring Cabaret License application requirements in line with standard Liquor License application requirements - *Introduced May 22, 2023 by Vicente Martinez Ortega*
- R12 An Ordinance approving a Pueblo Mural Levee Project agreement between the City of Pueblo, a Colorado Municipal Corporation, and Desiree Talmich and authorizing the Mayor to execute same - *Introduced May 22, 2023 by Vicente Martinez Ortega*

S. EMERGENCY ORDINANCES

- S1 An Emergency Ordinance establishing project CI2322 - Fountain Creek Trail Repairs, transferring \$250,000 from the unappropriated fund balance of the General Fund and budgeting and appropriating said funds in the amount of \$250,000 to Project No. CI2322.

T. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, MAY 22, 2023 - 7:00 PM
MINUTES**

A. CALL TO ORDER

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

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: Larry Atencio.

Council Members Absent: None.

Administrative Staff Members Present: Chief of Staff Laura Solano, Acting City Attorney Bob Jagger, City Clerk Marisa Stoller.

E. SPECIAL RECOGNITIONS

E1 RECOGNITION PRESENTATION: "2023 PUEBLO CIVICS BEE CHAMPIONS" - JACK CENTNER, ADDISON SCOTT, MORRIS CASAREZ

E2 PROCLAMATION PRESENTATION: "MENTAL HEALTH AWARENESS MONTH - HEALTH SOLUTIONS: MAY 2023" - JASON CHIPPEAUX, CEO

E3 PROCLAMATION PRESENTATION: "FOSTER CARE AWARENESS MONTH: MAY 2023" - JOSETTE JARAMILLO, FOSTER CARE SUPERVISOR & TAMMY TORRES, DIRECTOR OF PUEBLO COUNTY DEPARTMENT OF HUMAN SERVICES

E4 RECOGNITION PRESENTATION: "2022-23 COLORADO STATE FAIR FIESTA QUEEN AND COURT" - LEXI WILLIAMS, MARISA DIAZ BONACQUISTI, DULCE SOLEDAD GARCIA, KAYDENCE SANDOVAL

F. PUBLIC FORUM

- Ted Freeman - City & Partners
- Brandy Swope - City Towing

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Martinez Ortega, seconded by Councilor Flores, 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

Councilor Martinez Ortega, seconded by Councilor Maestri, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **May 08, 2023** 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.

J1 City Council Minutes May 08, 2023

K. CONSENT AGENDA

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 4/12/2023

M. RESOLUTIONS

M1 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,090,745.30 TO MARTIN MARIETTA MATERIALS, INC., FOR PROJECT NO. 23-067, ASPHALT IMPROVEMENTS - PRAIRIE AVENUE (PUEBLO BOULEVARD TO MESA AVENUE), SETTING FORTH \$163,611.70 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15237.

- M2 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$311,823.05 TO A-1 CHIPSEAL CO., FOR PROJECT NO. 23-065, ASPHALT IMPROVEMENTS - CLEVELAND STREET & GOODNIGHT AVENUE, SETTING FORTH \$46,733.95 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15238.

- M3 A RESOLUTION AWARDED CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$274,425.05 TO A-1 CHIPSEAL CO., FOR PROJECT NO. 23-056, ASPHALT IMPROVEMENTS - REGENCY CREST, SETTING FORTH \$27,442.95 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15239.

- M4 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$272,852.80 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 23-066, ASPHALT IMPROVEMENTS - STARLITE DRIVE, SETTING FORTH \$40,928.20 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15240.

- M5 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$232,828.46 TO CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC., A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-061, CONCRETE IMPROVEMENTS - CLEVELAND STREET & GOODNIGHT AVENUE, SETTING FORTH \$34,924.54 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15241.

- M6 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$115,972.41 TO SUNLAND ASPHALT & CONSTRUCTION, LLC., A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-064, MISCELLANEOUS CONCRETE IMPROVEMENTS (CDBG), SETTING FORTH \$11,597.59 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15242.

- M7 A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$150,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE STREETSCAPE PROJECT NORTHERN - ORMAN TO ELM AS AUTHORIZED BY SECTION 603(C)(1) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6**

This Resolution was assigned as 15243.

- M8 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$61,095 TO GARCIA CONCRETE, LLC., A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-079, CONCRETE IMPROVEMENTS - CRANE RIDGE DRIVE, SETTING FORTH \$9,164 FOR CONTINGENCIES, AND**

AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15244.

- M9 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-16) TO THE COLORADO STATE FAIR FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG SMALL AVENUE TO SCRANTON AVENUE TO EUCLID AVENUE FOR THE PURPOSE OF THE ANNUAL COLORADO STATE FAIR PARADE.**

This Resolution was assigned as 15245.

- M10 A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 1, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS THROUGH NOVEMBER 23, 2023**

This Resolution was assigned as 15246.

- M11 A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 2, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING AND SOUTH OF JACKSON RANCH ANNEXATION 1, FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS THROUGH NOVEMBER 23, 2023**

This Resolution was assigned as 15247.

- M12 A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 3, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING AND SOUTH OF JACKSON RANCH ANNEXATIONS 1 AND 2, FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS THROUGH NOVEMBER 23, 2023**

This Resolution was assigned as 15248.

- M13 A RESOLUTION RECOGNIZING POLICE COMFORT K-9 AMI IS UNABLE TO PERFORM AS A COMFORT ANIMAL, ALLOWING THE CITY OF PUEBLO TO DONATE K-9 AMI VIA AN ACKNOWLEDGEMENT, ASSUMPTION OF RISK, WAIVER, RELEASE, COVENANT NOT TO SUE, INDEMNIFICATION, AND AGREEMENT BETWEEN THE CITY OF PUEBLO AND MONICA LEMMON RELATING TO K-9 AMI, AND ALLOWING THE POLICE DEPARTMENT TO TRANSFER OWNERSHIP AND LIABILITY OF K-9 AMI TO HIS CURRENT HANDLER**

This Resolution was assigned as 15249.

- M14 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ELIZABETH HARMES TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 30, 2026 ON THE ADA ADVISORY COMMITTEE**

This Resolution was assigned as 15250.

**M15 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF
HEATHER NORTON TO COMPLETE A FOUR-YEAR TERM EXPIRING
JANUARY 1, 2027 ON THE HISTORIC PRESERVATION COMMISSION**

This Resolution was assigned as 15251.

N. ORDINANCES – FIRST PRESENTATION

- N1 AN ORDINANCE TRANSFERRING \$1,200,000.00 FROM THE
UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO PROJECT
NO. CIAN23 - DEMOLITION OF UNSAFE STRUCTURES, AND BUDGETING
AND APPROPRIATING \$1,200,000.00 TO SAID PROJECT**
- N2 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A
SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A
COLORADO MUNICIPAL CORPORATION AND PUEBLO SCHOOL DISTRICT
NO. 60, A PUBLIC SCHOOL DISTRICT AND POLITICAL SUBDIVISION OF THE
STATE OF COLORADO, AND AUTHORIZING THE PAYMENT OF AMOUNTS
FROM FUND NO. 226 - OPIOID ABATEMENT SETTLEMENT, FOR PURPOSES
THEREOF**
- N3 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A
SUBRECIPIENT AGREEMENT AND RELATED FACILITY USE AGREEMENT
BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL
CORPORATION, AND THE BOYS AND GIRLS CLUB OF PUEBLO COUNTY, 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 ONE HUNDRED
AND FIFTY-THREE THOUSAND ONE HUNDRED SEVENTY EIGHT DOLLARS
(\$153,178) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT,
FOR PURPOSES THEREOF**
- N4 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A
COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO
STATE UNIVERSITY PUEBLO AND AUTHORIZING THE MAYOR TO EXECUTE SAME**
- N5 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE THE
SOUTHERN PORTION OF LOT 2, BLOCK 1 PARK WEST BUSINESS CAMPUS
FILING NO. 9, APPROXIMATELY 11.85 ACRES GENERALLY LOCATED EAST
OF PUEBLO BOULEVARD AND SOUTH OF EAST SPAULDING AVENUE
FROM B-3, HIGHWAY ARTERIAL ZONE DISTRICT TO R-5, MULTIPLE
RESIDENTIAL AND OFFICE ZONE DISTRICT**
- N6 AN ORDINANCE APPROVING THE COTTAGES AT PARK WEST SPECIAL
AREA PLAN**

N7 AN ORDINANCE APPROVING THE COTTAGES AT PARK WEST SUBDIVISION

N8 AN ORDINANCE VACATING A 40-FOOT UTILITY, DRAINAGE, AND INGRESS/EGRESS EASEMENT THAT RUNS DIAGONALLY THROUGH PARCEL B, REARRANGEMENT OF PROPERTY BOUNDARIES, AMENDED PLAT, UNIVERSITY PARK 30TH FILING

N9 AN ORDINANCE APPROVING THE UNIVERSITY PARK SUBDIVISION, 33RD FILING

N10 AN ORDINANCE APPROVING A WATER MAIN EXTENSION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE BOARD OF WATER WORKS FOR PUEBLO, COLORADO FOR THE EXTENSION OF WATER MAINS IN W. 18TH STREET AND NEWPORT AVENUE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N11 AN ORDINANCE AMENDING SECTION 4 OF CHAPTER 2 OF TITLE IX OF THE PUEBLO MUNICIPAL CODE TO BRING CABARET LICENSE APPLICATION REQUIREMENTS IN LINE WITH STANDARD LIQUOR LICENSE APPLICATION REQUIREMENTS

N12 AN ORDINANCE APPROVING A PUEBLO MURAL LEVEE PROJECT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DESIREE TALMICH AND AUTHORIZING THE MAYOR TO EXECUTE SAME

O. APPROVAL OF CONSENT AGENDA

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to receive and file the minutes of the Planning and Zoning Commission dated April 12, 2023, approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for June 12, 2023, 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 FROM THE COUNCIL

CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO ULTIMATE PERFORMANCE SPORTS TRAINING AND REHAB IN THE AMOUNT OF \$2,000 TO SPONSOR THE YOUTH SCHOLARSHIP FUND

A staff report and detailed review of the Resolution was given by Councilor Sarah Martinez.

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

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 Resolution was assigned as 15252.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO GOODNIGHT BARN PRESERVATION, INC IN THE AMOUNT OF \$5,000 TO SPONSOR THE CHUCKWAGON RENDEZVOUS ON MAY 20, 2023 AT NOON AT THE GOODNIGHT BARN

A staff report and detailed review of the Resolution was given by Councilor Larry Atencio.

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

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 Resolution was assigned as 15253.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO COLORADO YOUTH MARIACHI PROGRAM (CYMP) IN THE AMOUNT OF \$1,500 TO SPONSOR YOUTH ATTENDANCE OF THE MARIACHI LOS CAMPEROS WORKSHOP AT UCCS

A staff report and detailed review of the Resolution was given by Councilor Dennis Flores.

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

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 Resolution was assigned as 15254.

Q4 A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE MAXIMUM AMOUNT OF \$10,000 TO THE WELLMAN WAY LLC FOR RESEARCH ON FUTURE GOVERNANCE STRUCTURE TRANSITION OPTIONS FOR THE PUEBLO FOOD PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

A staff report and detailed review of the Resolution was given by Megan Moore, Pueblo Food Project Coordinator.

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

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 Resolution was assigned as 15255.

Q5 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO JIM PRESENTS, LLC FOR THE USE OF CENTRAL MAIN STREET BETWEEN CITY CENTER DR. AND ALAN HAMEL AVE. TO HOST THE COLORADO SUPERSHOW CAR SHOW ON SATURDAY, MAY 27, 2023

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

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

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 Resolution was assigned as 15256.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE APPROVING AND ACCEPTING A 2023 COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE OPIOID GRANT IN THE AMOUNT OF \$164,145 FOR SYNTHETIC OPIATE POISONING INVESTIGATION AND DISTRIBUTION INTERDICTION, AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS, ESTABLISHING PROJECT NUMBER PS2304, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$164,145 TO SAID PROJECT

A staff report and detailed review of the Ordinance was given by James Martin, Deputy Chief of Police.

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 10455.

R2 AN ORDINANCE ESTABLISHING PROJECT NUMBER PST2306, AUTHORIZING THE TRANSFER OF FUNDS FROM PROJECT NUMBER PST2004 TO PROJECT NUMBER PST2306 IN THE AMOUNT OF \$150,000, DESIGNATING A NEW PURPOSE, THAT BEING TECHNOLOGY UPGRADES, AND THEREBY APPROPRIATING THE USE THEREFORE

A staff report and detailed review of the Ordinance was given by James Martin, Deputy Chief of Police.

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 10456.

R3 AN ORDINANCE ESTABLISHING PROJECT NUMBER PST2305, AUTHORIZING THE TRANSFER OF FUNDS FROM PROJECT NUMBER PST2004 TO PROJECT NUMBER PST2305 IN THE AMOUNT OF \$100,000, DESIGNATING A NEW PURPOSE, THAT BEING RECRUITMENT AND RETENTION, AND THEREBY APPROPRIATING THE USE THEREFORE

A staff report and detailed review of the Ordinance was given by James Martin, Deputy Chief of Police.

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 10457.

R4 AN ORDINANCE APPROVING AND ACCEPTING A CONGRESSIONALLY DIRECTED SPENDING (CDS) PROGRAM AWARD IN THE AMOUNT OF \$86,000.00 FOR A 3D FARO SCANNER AND ASSOCIATED TRAINING, ESTABLISHING PROJECT NUMBER PS2305, AND BUDGETING AND APPROPRIATING GRANT FUNDS OF \$86,000.00 TO SAID PROJECT

A staff report and detailed review of the Ordinance was given by James Martin, Deputy Chief of Police.

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 10458.

R5 AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION TO THE AUTHORIZED STAFFING IN THE POLICE DEPARTMENT ENTITLED ABANDONED VEHICLE COORDINATOR

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

PUBLIC HEARING:

Seeing no one wished to speak, President 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 10459.

R6 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY2023 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR ABANDONED VEHICLE COORDINATOR

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

PUBLIC HEARING:

Seeing no one wished to speak, President 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 10460.

R7 AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING ORDINANCE BY CONVERTING A VACANT POSITION WITHIN THE WASTEWATER DEPARTMENT

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

Resources Director.

PUBLIC HEARING:

Seeing no one wished to speak, President 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 **10461.**

R8 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2023 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR CIVIL ENGINEER WASTEWATER

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

PUBLIC HEARING:

Seeing no one wished to speak, President 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 **10462.**

R9 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ASSIGNMENT, ASSUMPTION AND AMENDMENT TO THE NURSE NAVIGATION AGREEMENT BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, ACCESS2CARE, LLC, AND INNOVATIVE PRACTICES, LLC, AND SAME

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

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 **10463.**

R10 AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BALLARD KING & ASSOCIATES LIMITED, A COLORADO CORPORATION, FOR SERVICES WITH RESPECT TO A SOFTBALL FACILITY STUDY AND RELATED ANCILLARY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

A staff report and detailed review of the Ordinance was given by Steven Meier, Director of Parks & Recreation.

PUBLIC HEARING:

- Elvis Martinez appeared in person to speak against this ordinance

Seeing no one else 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 **10464.**

R11 AN ORDINANCE APPROVING AN AMENDMENT TO A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO BULLS HOCKEY CLUB, INC., A COLORADO CORPORATION, TO ALLOW THE SERVING OF LIQUOR AT THE PUEBLO ICE ARENA, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT

A staff report and detailed review of the Ordinance was given by Steven Meier, Director of Parks & Recreation.

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 **10465.**

R12 AN ORDINANCE AMENDING CHAPTER 2 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO BUILDING REGULATIONS AND ADOPTING THE 2021 INTERNATIONAL BUILDING CODE, THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE, AND THE 2021 INTERNATIONAL EXISTING BUILDING CODE, ALL PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

A staff report and detailed review of the Ordinance was given by Dave Vaughn and Mark Guerrero, Pueblo Regional Building.

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 10466.

R13 AN ORDINANCE AMENDING CHAPTER 5 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO MECHANICAL REGULATIONS AND ADOPTING THE 2021 INTERNATIONAL MECHANICAL CODE AND THE 2021 INTERNATIONAL FUEL GAS CODE, BOTH PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

A staff report and detailed review of the Ordinance was given by Dave Vaughn and Mark Guerrero, Pueblo Regional Building.

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 10467.

R14 AN ORDINANCE AMENDING CHAPTER 6 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO BUILDING REGULATIONS AND ADOPTING THE 2021 INTERNATIONAL RESIDENTIAL CODE RELATING TO BUILDING REGULATIONS FOR ONE- AND TWO-FAMILY DWELLINGS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

A staff report and detailed review of the Ordinance was given by Dave Vaughn and Mark Guerrero, Pueblo Regional Building.

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 **10468**.

S. COUNCIL MEMBER CONFLICT OF INTEREST

S1 AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS (IBPO) LOCAL 537 FOR A ONE (1) YEAR PERIOD COMMENCING JANUARY 1, 2024, THROUGH DECEMBER 31, 2024.

Councilor Martinez Ortega was excused for a conflict of interest and left the room.

A staff report and detailed review of the Ordinance was given by Bob Jagger, Acting City Attorney.

PUBLIC HEARING:

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

Councilor Martinez, 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 Winner. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **10469**.

T. ADJOURN

President Graham adjourned the meeting at 8:42 p.m.

Respectfully submitted,



Marisa Stoller
City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$458,754 TO JARCCO CONSTRUCTION LLC., FOR PROJECT NO. 23-068, CONCRETE IMPROVEMENTS - WEST 32ND STREET, SETTING FORTH \$91,750 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to JARCCO Construction LLC., for Project No. 23-068, Concrete Improvements - West 32nd Street.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of concrete improvements on West 32nd Street between Baltimore and Morris Avenues. The improvements will include removal and construction of curb & gutter, sidewalk, driveways, and curb ramps, and the relocation of chain link fences that are currently in the City right-of-way.

This Resolution awards the construction contract to JARRCO Construction LLC.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$550,504.00 will be paid from account Project CI2309 Road & Street Repairs.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-068 Bid Summary

RESOLUTION NO. 15257

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$458,754 TO JARCCO CONSTRUCTION LLC., FOR PROJECT NO. 23-068, CONCRETE IMPROVEMENTS - WEST 32ND STREET, SETTING FORTH \$91,750 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-068, Concrete Improvements - West 32nd Street have been received and examined; and,

WHEREAS, the proposal of JARRCO Construction LLC., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-068, Concrete Improvements - West 32nd Street to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-068, Concrete Improvements - West 32nd Street to be performed, and the contract for said project is hereby awarded to JARRCO Construction LLC., in the amount of \$458,754.00.

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 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.....\$91,750.00

SECTION 4.

Funds for Project No. 23-068 (including contingencies and additional work) shall be from account Project CI2309 Road & Street Repairs.

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.

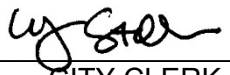
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 12, 2023

BY: Vicente Martinez Ortega
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. 23-068 (CI2309)
Concrete Improvements - W. 32nd Street
RESPONSE DEADLINE: May 17, 2023 at 10:00 am
Report Generated: Wednesday, May 17, 2023

SELECTED VENDOR TOTALS

Vendor	Total
JARCCO Construction LLC	\$458,754.00
Sunland Asphalt & Construction, LLC	\$514,506.02
Baha Construction, Inc.	\$673,563.00

BASE BID

BASE BID					Baha Construction, Inc.		JARCCO Construction LLC		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Curb & Gutter	2779	L.F.	\$11.00	\$30,569.00	\$14.00	\$38,906.00	\$13.33	\$37,044.07
X	2	Remove Concrete	13883	S.F.	\$6.00	\$83,298.00	\$4.00	\$55,532.00	\$3.42	\$47,479.86
X	3	Remove Reinforced Concrete	1047	S.F.	\$11.50	\$12,040.50	\$6.00	\$6,282.00	\$8.91	\$9,328.77
X	4	Remove Asphalt Roadway	5946	S.F.	\$8.00	\$47,568.00	\$4.00	\$23,784.00	\$3.98	\$23,665.08

EVALUATION TABULATION
 IFB No. 23-068 (CI2309)
 Concrete Improvements - W. 32nd Street

BASE BID					Baha Construction, Inc.		JARCCO Construction LLC		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	5	Construct Curb Head	209	L.F.	\$23.50	\$4,911.50	\$37.00	\$7,733.00	\$35.28	\$7,373.52
X	6	Construct Curb & Gutter	2494	L.F.	\$42.00	\$104,748.00	\$40.00	\$99,760.00	\$32.20	\$80,306.80
X	7	Construct 4" Concrete	9899	S.F.	\$14.00	\$138,586.00	\$8.00	\$79,192.00	\$8.04	\$79,587.96
X	8	Construct 6" Concrete	2772	S.F.	\$18.00	\$49,896.00	\$9.00	\$24,948.00	\$11.80	\$32,709.60
X	9	Construct 7" Reinforced Concrete	1047	S.F.	\$20.00	\$20,940.00	\$11.00	\$11,517.00	\$14.58	\$15,265.26
X	10	Construct Asphalt Roadway Patch	5356	S.F.	\$18.50	\$99,086.00	\$10.00	\$53,560.00	\$6.38	\$34,171.28
X	11	Relocate Chain Link Fence	40	L.F.	\$100.00	\$4,000.00	\$45.00	\$1,800.00	\$0.00	\$0.00
X	12	Relocate Vinyl Fence	16	L.F.	\$150.00	\$2,400.00	\$30.00	\$480.00	\$0.00	\$0.00
X	13	Install 24" X 30" Tactile Band	26	EA.	\$750.00	\$19,500.00	\$250.00	\$6,500.00	\$329.70	\$8,572.20
X	14	Install Class 6 Road Base	12	TON	\$85.00	\$1,020.00	\$105.00	\$1,260.00	\$103.62	\$1,243.44
X	15	Mobilization	1	LS	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$87,375.53	\$87,375.53

EVALUATION TABULATION
 IFB No. 23-068 (CI2309)
 Concrete Improvements - W. 32nd Street

BASE BID					Baha Construction, Inc.		JARCCO Construction LLC		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	16	Erosion & Sediment Control	1	LS	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00	\$18,750.00	\$18,750.00
X	17	Traffic Control	1	LS	\$23,000.00	\$23,000.00	\$15,000.00	\$15,000.00	\$31,632.65	\$31,632.65
Total						\$673,563.00		\$458,754.00		\$514,506.02

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	JARCCO Construction LLC	Sunland Asphalt & Construction, LLC
BID GUARANTEE	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:			

EVALUATION TABULATION
IFB No. 23-068 (CI2309)
Concrete Improvements - W. 32nd Street

Question Title	Baha Construction, Inc.	JARCCO Construction LLC	Sunland Asphalt & Construction, LLC
Convicted of a criminal offense	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 12, 2023

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: A RESOLUTION AUTHORIZING THE EXTENSION OF THE
CONDITIONAL WAIVERS OF FEES RELATING TO WASTEWATER
UTILITY TAP AND PLANT INVESTMENT FEES AND GRANTING
WAIVERS FOR OTHER DEVELOPMENT FEES PERTAINING TO THE
PUEBLO SPRINGS APARTMENT COMPLEX LOCATED ON THE
SOUTHWEST CORNER OF NORTH PUEBLO BOULEVARD AND
WEST 31ST STREET IN THE CITY OF PUEBLO

SUMMARY:

Attached is a Resolution authorizing the City of Pueblo to grant an extension of conditional waivers of fees for wastewater utility tap and plant investment fees totaling a maximum of \$653,400 for 242 multi-family residential units and other development fees totaling an additional estimated \$55,620 requested by the developer of the Pueblo Springs Apartments. The Pueblo Springs Apartment Project is located at the southwest corner of North Pueblo Boulevard and West 31st Street.

PREVIOUS COUNCIL ACTION:

City Council has previously approved Resolution No. 14433 on July 13, 2020 and Resolution No. 14768 on December 13, 2021, both granting conditional waivers of fees for wastewater utility tap and plant investment fees totaling \$317,020 through July 31, 2022 for the Pueblo Springs Apartments Project.

BACKGROUND:

This Resolution would extend the timeframe for the granting of the requested conditional waivers of city wastewater utility tap and plant investment fees based on the 2023 wastewater fee schedule and other development fees totaling a maximum of \$709,020 in fee waivers. The requested fee waivers are based on the adopted 2023 wastewater enterprise fee schedule. The approved wastewater tap and plant investment fee increased between 2021 to 2023 resulting in an increase of the

requested fee waivers for the 242 multi-family residential units by \$336,380 from the amount approved in Resolution No. 14768 dated December 13, 2021. The waivers will also be automatically extended in the event of the following:

a. If the U.S. Department of Housing and Urban Development (“HUD”) does not approve the financing for the Pueblo Springs Apartments by December 31, 2023, the deadline shall be extended for an additional six (6) months.

b. If HUD requires that the development of the Pueblo Springs Apartments occur in two (2) or more phases, the December 31, 2023 deadline shall be extended for the second and each succeeding phase of development.

The annexation of the Pueblo Springs Apartments property was approved by City Council on November 10, 2021. The initial zoning of the property within the City was approved by City Council on November 22, 2021. A two-lot subdivision application was approved by City Council on May 23, 2022. The applications, other requested waivers, except for the fire and concrete inspection fees, have been granted and those applications have been completed.

The addition of approximately 242 new apartment units will result in the recovery of sales and use tax revenue associated with the construction of the Project and future real property tax revenue in amounts far in excess of the fee waivers.

FINANCIAL IMPLICATIONS:

The Wastewater Utility will not receive tap and plant investment fees based on 242 multi-family units at the 2023 rate schedule, and the General Fund and Park Escrow Fund will not receive fees for this project as follows:

Fee Type	Amount
Tap Fees	\$454,960
Plant Investment Fees	\$198,440
Park Escrow Funds - completed	\$ 51,520
Commercial Site Plan Fees completed	-\$ 2,500
Fire Inspection Fees	\$ 1,500
Concrete Inspection Fees	\$ 100
Total	\$709,020

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to approve this Resolution will significantly delay the Pueblo Springs Apartments

Project or make it financially unfeasible.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15258

A RESOLUTION AUTHORIZING THE EXTENSION OF THE CONDITIONAL WAIVERS OF FEES RELATING TO WASTEWATER UTILITY TAP AND PLANT INVESTMENT FEES AND GRANTING WAIVERS FOR OTHER DEVELOPMENT FEES PERTAINING TO THE PUEBLO SPRINGS APARTMENT COMPLEX LOCATED ON THE SOUTHWEST CORNER OF NORTH PUEBLO BOULEVARD AND WEST 31ST STREET IN THE CITY OF PUEBLO

FINDINGS OF FACT

- a. The City Council finds and determines that it has been several years since a large-scale apartment complex has been developed in the City of Pueblo; and,
 - b. The lack of new large-scale apartment complexes in the City has a negative impact on the City's economic development; and,
 - c. The construction of the Pueblo Springs Apartments 18.2-acre complex within the corporate limits of the City of Pueblo will result in the recovery of sales and use tax revenue associated with the project and future real property tax revenue in amounts far in excess of Wastewater Utility fees and other development fees waived by this Resolution; and,
 - d. The waiver of fees for Wastewater Utility tap and plant investment fees and other development fees as authorized by this Resolution is for a public purpose and in furtherance of a municipal function and will enhance economic development in the City.
- NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, and acting as the governing board of the City's Wastewater Utility Enterprise, that:

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City of Pueblo, acting by and through its Wastewater Utility Enterprise, hereby grants a waiver of wastewater utility tap and plant investment fees up to a maximum amount of \$653,400 to the Pueblo Springs Apartments, located in the southwest corner of North Pueblo Boulevard and West 31st Street in the City.

SECTION 2.

The City of Pueblo hereby grants a waiver of other development fees including commercial site plan review fees, fire department inspection fees, concrete permit fees, and fees in-lieu of park land/development fees up to a maximum amount of \$55,620 related to the Pueblo Springs Apartments Project.

SECTION 3.

The waivers of wastewater utility fees and other development fees as provided in this Resolution will expire on December 31, 2023, unless on or before that date, Pueblo Springs

Apartments provides the City with satisfactory proof of the following:

1. Final recording of the Pueblo Springs Apartments subdivision plat.
2. Issuance of a Building Permit for construction of the Pueblo Springs Apartments by the Pueblo Regional Building Authority.

SECTION 4.

The December 31, 2023 deadline specified in Section 3 shall be extended as follows, upon the occurrence of the following events:

a. If the U.S. Department of Housing and Urban Development ("HUD") does not approve the financing for the Pueblo Springs Apartments by December 31, 2023, the deadline shall be extended for an additional six (6) months.

b. If HUD requires that the development of the Pueblo Springs Apartments occur in two (2) or more phases, the December 31, 2023 deadline shall be extended for the second and each succeeding phase of development.

SECTION 5.

This Resolution shall not serve as a precedent for the granting of waivers of Wastewater Utility and other development fees in the future. The decision to grant a waiver of wastewater utility tap and plant investment fees, and other development fees to Pueblo Springs Apartments was based on the particular facts surrounding the Pueblo Springs Apartments development. As was done with Pueblo Springs Apartments, future requests for waivers of Wastewater Utility fees and other development fees shall be considered on a case-by-case basis.

SECTION 6.

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.

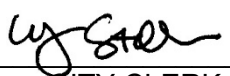
SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 12, 2023

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: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Eva Cosyleon, MPO Manager

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT TO PROVIDE ON-CALL TRANSPORTATION TECHNICAL ASSISTANCE WITH RESPECT TO THE UPDATE TRAVEL DEMAND MODEL IN THE AMOUNT OF \$188,370 TO WILSON & COMPANY, INC., FROM TP2241 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards and authorizes the purchasing agent to execute an agreement with Wilson and Company, Inc. pursuant to Bid 22-069 Pueblo Regional On-Call Transportation Technical Assistance - Update Travel Demand Model.

PREVIOUS COUNCIL ACTION:

Resolution 15128 dated January 23, 2023, approved agreements for technical transportation planning services between PACOG/MPO, the City of Pueblo, Wilson and Company Inc., and Bohannon-Huston, Inc. for Bid No. 22-069 Pueblo Regional On-Call Transportation Technical Assistance Consulting Services. Ordinance 10377 dated February 13, 2023 approved budgeting and appropriating \$200,000 into Project TP2241.

BACKGROUND:

The City requested proposals from qualified technical transportation planning firms to assist the City with On-Call Transportation Technical Assistance services. Two on-call master contracts were awarded to the following firms: Wilson and Company Inc., and Bohannon-Huston, Inc.

The current Project, Travel Model Update, is the first project under these master agreements and includes the standard update process of incorporating newer data on traffic counts, road network, land-use, and other model inputs. The update includes other modeling requirements to meet new federal and state Greenhouse Gas (GHG) Standards for Transportation Planning.

Both On-call Transportation Technical Assistance firms were invited to submit a proposal for the project, including a project understanding, schedule, and fee. Wilson and Company Inc. was the only respondent and it was determined they met the qualifications.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$188,370 will be paid from account TP2241, On-Call Transportation Technical Assistance.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution will cancel this Project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 22-069 Wilson Agreement for Update of Travel Model

RESOLUTION NO. 15259

A RESOLUTION AWARDING AN AGREEMENT TO PROVIDE ON-CALL TRANSPORTATION TECHNICAL ASSISTANCE WITH RESPECT TO THE UPDATE TRAVEL DEMAND MODEL IN THE AMOUNT OF \$188,370 TO WILSON & COMPANY, INC., FROM TP2241 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, pursuant to the approved Agreements for On-Call Transportation Technical Assistance, proposals for Bid No. 22-069, Update Travel Demand Model have been requested, received, and examined; and,

WHEREAS, the proposal of Wilson and Company, 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 RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Agreement for On-call Transportation Technical Assistance ("Professional Consulting Services"), a copy of which is attached hereto and made part hereof by reference, by and between City of Pueblo, a Colorado Municipal Corporation and Wilson & Company, Inc., Engineers & Architects, a Colorado Corporation, to provide On-Call Transportation Technical Assistance for Update Travel Demand Model, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funding in the amount of \$188,370 will be paid from account TP2241, On-Call Transportation Technical Assistance for the Update to Travel Demand Model.

SECTION 3.

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

SECTION 4.

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

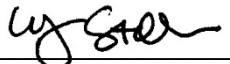
SECTION 5.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: June 12, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS**

22-069 - PUEBLO REGIONAL ON-CALL TRANSPORTATION
TECHNICAL ASSISTANCE - UPDATE TRAVEL DEMAND MODEL

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

THIS AGREEMENT ("Agreement") made and entered this ____ day of _____, 2023 by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Wilson & Company, Inc., Engineers & Architects, a Kansas Corporation registered to do business in the State of Colorado, professional transportation planning consulting company to render research, planning, design, modeling, and related services (hereinafter referred to as "Consultant") for City in connection with Bid 22-069 Pueblo Regional On-Call Transportation Technical Assistance - Update Travel Demand Model, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. GENERAL

- A. Consultant shall satisfactorily perform the professional consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Scope of Services"). Such services shall include all usual and customary professional development, reporting, documentation, explanation, identification, creation, modeling, and related ancillary services incidental to its work on the Project. In the event this Agreement follows the selection of Consultant by Client pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.
- B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.
- C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event Client has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

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

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

- B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.
- C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay Client's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.
- D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Scope of Work described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that 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 any out of scope or additional work until authorized in writing by Client. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

3. CITY'S RESPONSIBILITIES

- A. Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, surveys, data and previous reports accessible to Client which Consultant may reasonably require.
- B. Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental

policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum contract price.

- C. Client shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The Client's approval of any drawings, specifications, reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.
- D. Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “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.

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$188,370.00 in the aggregate as set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.
- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the

Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

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

6. TERMINATION

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

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

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

7.4. Access to Property Not Under City's Control

Consultant acknowledges that the Project may require access to property not under the control of City at the time of execution of this Agreement. Consultant and Consultant's employees and consultants shall, at Consultant's expense, obtain all additional necessary approvals and clearances required for access to such property. City 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 City's control may require Consultant to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

7.5. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed

to the City of Pueblo, Planning Department, Attn: Scott Hobson, Director, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, Wilson & Company, Inc., Engineers & Architects, Attn: Maureen Paz de Araujo, Senior Transportation Planner, 5755 Mark Dabling Blvd., Suite 220, Colorado Springs, Colorado 80919. 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.

7.6. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of the Request for Qualification and Master Contract for Bid 22-069 RFQ Pueblo Regional On-Call Transportation Technical Assistance 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.

7.7. Subcontracts

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

7.8. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it

without the written consent of the City. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.9. Amendments

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

7.10. 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.

7.11. 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.

7.12. 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.

8. DISPUTES

- A. Any dispute or disagreement between Consultant and City arising from or relating to this Agreement or Consultant's services or right to payment hereunder shall be determined and decided by the City'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.
- B. Pending resolution of any dispute or disagreement, or judicial review, Consultant shall proceed diligently with performance of its work under this Agreement.

9. INSURANCE

9.1. Conditions

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

9.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. 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, and "Completed Operations and Projects Liability" coverage.
- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. 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. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.

10. ACCESSIBILITY

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

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

12. PERA LIABILITY

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

13. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 7 pages
- Schedule 2 - "Fee Schedule" consisting of 1 page
- Schedule 3 - "Work Schedule" consisting of 1 page.

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.

This Agreement, together with all Project Documents incorporated by reference , constitutes the entire Agreement between City and Contractor with respect to their subject matter, and may not be amended 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

WILSON & COMPANY

By _____
Naomi Hedden, Director of Purchasing

By _____
Scott Waterman, PE
Vice President, Transportation

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

Robert P. Jagger, City Attorney

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Project Schedule
Additional Information

Excerpt from Consultant's Proposal dated May 10, 2023; pages 14 - 20

Project Understanding

The Pueblo Area Council of Governments (PACOG) Metropolitan Planning Organization (MPO) maintains a four-step travel demand model running on a TransCAD 8 software platform. The Pueblo Planning Model (PPM) is used by the PACOG MPO to perform regional analyses, including transportation planning and scenario planning, and the PACOG's ability to forecast travel demand using the travel model is crucial in the development of the PACOG's regional Long Range Transportation Plan (LRTP).

The current Pueblo MPO travel model, The Pueblo Planning Model (PPM), estimates trip generation based on average household travel behavior, a formulation that does not capture travel characteristics of individuals within households. Additionally, the current model does not include either a fixed-route transit network model nor a supporting mode choice model. Instead, the simplified mode split model is used to estimate nonmotorized and transit person trip shares using distance-based and Traffic Analysis Zone (TAZ) -level zonal transit accessibility functions, respectively. To meet current and emerging modeling requirements, the PACOG MPO desires to maintain the agency's in-house modeling capabilities and to incrementally extend the PPM to provide enhanced analysis capabilities within a "right sized" model for the Region.

From a maintenance perspective, basic updates to the model are made on a cyclical (every 4 years) basis. The basic updates that are needed to prepare the model for application to support development of the 2050 Long Range Transportation Plan (LRTP), and include updates to traffic analysis zone geography, zonal land use and demographics, and roadway network updates for 2023, 2030, 2040 and 2050 model scenarios. Review and potential adjustment of model estimation parameters (e.g., speed/capacity lookup table values, trip distribution parameters) also need to be completed to support validation of the model for current conditions.

Additional model enhancements, over and above basic updates, are requested to prepare the model to be used to evaluate GHG emissions and demonstrate conformity with Green House Gas (GHG) emissions reduction levels set by Colorado Department of Transportation (CDOT) Policy Directive 1610. As the first steps to enhance the PPM, the PACOG MPO has identified a set of required and optional model function additions and upgrades to existing model functions that together will allow the model to support CDOT planning requirements under CDOT Policy Directives 1601 and 1610 (1601 – Travel Demand Management (TDM), 1610 - GHG Mitigation). Required model enhancements include upgrade if the current mode split model to a full mode choice mode, addition of a fixed-route transit model to the PPM. These model enhancements, together with an additional reporting function to generate inputs to GHG emissions modeling (using MOVES or a Colorado Department of Public Health & Environment (CDPHE) Air Pollution Control Division (APCD) access database tool) to calculate GHG emissions. The GHG emissions calculations are an essential input to the required GHG Transportation Report that will to be prepared by PACOG MPO staff with consultant assistance.

Optional model enhancements that have been identified by the PACOG MPO to better support development of the 2050 Long-Range Transportation Plan, and to facilitate planning requirements under CDOT Policy Directives 1601 and 1610, include addition of a population synthesizer to the model, implementation of disaggregate trip generation within the model. Together these optional model additions are designed to support optional analysis of the impacts of land use and demographics on trip generation, sensitivity of trip generation to accessibility, TDM strategies, and the effects of telecommuting on regional travel demand. Both optional model enhancements represent steps toward the PACOG/MPO goal that the PPM be incrementally extended to provide enhanced model-based analysis capabilities to the Region.

Work Plan

Task 1 - Project Management

Wilson & Company Project Manager, Maureen Araujo, will be responsible for implementing project controls and management coordination protocols to direct project tasks and decisions in an orderly fashion, manage the budget and schedule, and to provide effective project coordination with the PACOG/MPO staff and the project team. Project controls will include:

Project Schedule: The Wilson & Company Project Manager will prepare a detailed project schedule, will review the schedule on a biweekly basis, and will track and update the schedule at one-month intervals, or more frequently as needed.

Project Kickoff Meeting: Wilson & Company will schedule a project kickoff meeting immediately upon receipt of a Notice to Proceed. This meeting will clarify project goals, scope, schedule, and key points of contact. The PACOG MPO and Wilson & Company Project Managers and all key discipline leads drawn from PACOG MPO staff, and the Wilson & Company project team will attend. The Wilson & Company Project Manager will prepare the meeting agenda and will prepare and distribute meeting minutes to document project decisions and direction provided.

Project Management Coordination: To facilitate continuous project team coordination on a fast-track schedule, we propose biweekly project management meetings to support tracking, issues identification, and course correction. These meetings will focus on project schedule, budget, and technical task progress tracking and reporting. The PACOG/MPO Project Manager (Eva Cosyleon) and Wilson & Company Project Manager (Maureen Araujo) will comprise the essential participants. Selected meetings may also include technical leads from the Wilson & Company team to address task-related topics.

The Wilson & Company Project Manager will prepare meeting agendas and meeting minutes and will distribute meeting minutes and a task/schedule tracking sheet to document project decisions and direction provided. Action items will be briefed and updated at each meeting. Based on an anticipated eight-month project duration, up to fourteen biweekly progress meetings may be needed.

Technical Team Collaboration: To facilitate technical team coordination and collaboration, project management coordination will be supplemented with offset biweekly project team progress meetings. These meetings will include representation from the full Wilson & Company technical team and will stress documenting progress and issues identification and resolution. Because we have found in working with PACOG that even a minimal level of “blended team” engagement in model development and update of the model is helpful in informing ultimate end users of new/enhanced models, we can also include selected PACOG/MPO staff and/or partner agency staff in these meetings at the discretion of the PACOG/MPO Project Manager.

Invoices and Progress Reports: The Wilson & Company Project Manager will prepare monthly invoices supported by status reports indicating tasks performed and including budget and schedule status updates.

Task 2 – Roadway Network Updates

Wilson & Company will review and update or develop roadway networks for 2023 (new model base year, base year for GHG conformity analysis), 2030 and 2040. With assistance and/or data from PACOG staff, we will review and leverage network coding for current model network scenarios and correct, update, and enhance those scenarios to represent the target scenario years. Coding updates will include standard network attributes, such as posted speed limit, number of lanes, and functional classifications, represented in the current model networks.

Observed traffic flow volumes provided by PACOG will also be added to the new base year scenario, and additional attributes (e.g., roadway grade) will be added to all scenarios to support analysis GHG emissions in MOVES and/or other emerging modeling requirements. We will also leverage the CDOT OTIS database and local agency asset management databases and Big Data analytics tools as additional data sources if needed to update and validate coding. All assembled data will be combined in a GIS data base for import to TransCAD and to facilitate future review, verification, and update of the TransCAD network coding.

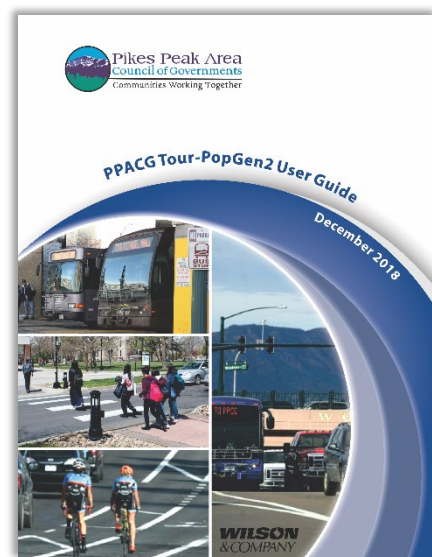
Wilson & Company will also review the PPM speed/capacity lookup table and recommend and implement updates to the methodology used to define free-flow speed as a function of posted speed as warranted. INRIX and Cognos (CDOT) data will be used to support review and verification of posted speed and capacity relationship to free-flow speed for base year conditions.

Task 3 - Traffic Analysis Zone Updates

Tasks 3.1 & 3.2 Collect Land Use/Demographic Data and Update TAZ Geography: The Wilson & Company team will implement revised TAZ geography (CDOT, 01/2023) and will review the new PPM TAZ geography and centroid connector configurations. We will evaluate and recommend modifications based on data availability, development patterns and densities, network geography, and model assignment performance. After coordination with PACOG MPO staff, we will update the TAZ layer to reflect the changes. Updates will be prepared in GIS to facilitate consolidation of the overall model database, a requested deliverable to be provided in ESRI ArcGIS Pro format, as well as transfer to TransCAD as a TAZ layer database and as an updated roadway network geographic database(s).

Task 3.3 Socioeconomic Data Review/Forecast Methodology Update: Updated base year, 2030, 2040, and 2050 socioeconomic data (population and employment will be developed by Wilson & Company for the new TAZ layer. Wilson & Company will review draft base, interim, and horizon year socioeconomic data sets with PACOG MPO staff for reasonableness and will finalize the allocations and forecast allocations based on MPO and local agency input. Wilson & Company will perform additional processing of the final socioeconomic data sets as needed to prepare the data for use as input to the PPM and the optional new population synthesizer. Using best available data, the Wilson & Company team will generate household median income and average household size at the TAZ level, addition input that is required for the aggregate, household-based trip generation formulation used by the current model.

Task 3.4 Population Synthesizer Implementation (Optional): Wilson & Company implemented the PopGen2 population synthesizer for the Colorado Springs MPO tour-based travel model (hybrid/ABM formulation). As an optional model addition, we propose to do the same for the PACOG MPO model. PopGen2 was developed jointly by an academic team at Arizona State University academic team for CDOT and was implemented for the Statewide Model (SWM). Use of a PopGen2 formulation will promote consistency with the SWM, while preserving high-resolution local detail embodied within the PPM. The Wilson & Company team has documented MPO staff application of PopGen2 and we are familiar not only with the inputs and run process, but also with the output and how to apply PopGen2 results to disaggregate trip generation for hybrid model implementation. Although the PPACG model uses a PTV VISUM software platform, the synthetic population processing is processed using a Python script that can be integrated within the PPM TransCAD platform.



Task 4 Traffic Data Collection

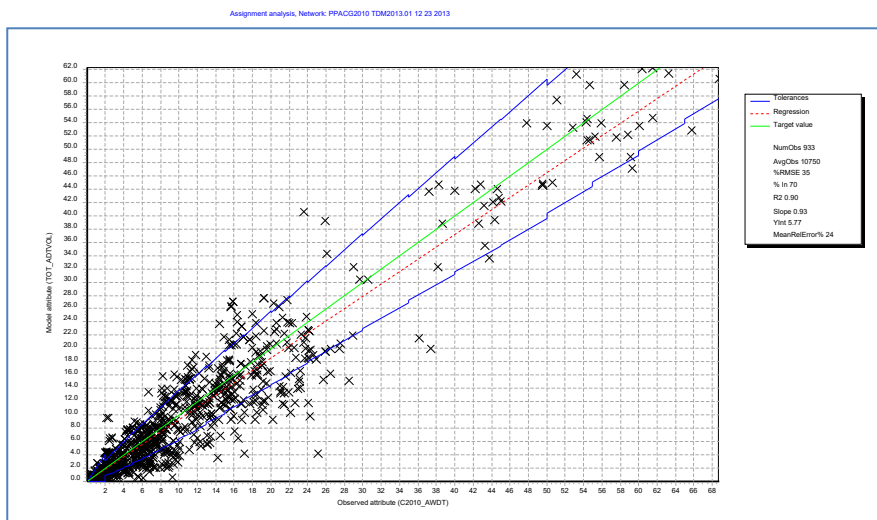
Tasks 4.1 & 4.2: PACOG will provide traffic count data for the new model base year. Where feasible and acceptable, we will adjust available counts to represent the model base year. Additional count data will be collected, if needed, to provide desired coverage of the model network. If additional count coverage is required a counting plan including locations and count data collection specifications will be prepared for approval by PACOG. The CDOT OTIS data base and local agency asset management GIS databases will also be mined to collect additional data for roadway network coding. This data, including number of lanes, functional classification, grades, and posted speeds, and will be used to verify and expand network coding as required.

Wilson & Company can also assist with acquisition of a wide variety of data to support model estimation and validation. Wilson & Company Team, in consultation with the PPACG MPO, can acquire supporting mobile-source data. This can be accomplished either available through CDOT joint use agreements or for purchase, if desired. This data can be used to supplement model-based data to support comprehensive “data-driven” analyses and visualizations.

Task 5 Update and Validate Model

Task 5.1 2050 Model Update/Validation: Wilson & Company will update the model and Graphical User Interface (GUI) to implement the updated PPM with required and optional model additions completed under this contract. We will validate the base year model(s) in accordance with industry standards. We will validate the highway model using observed and modeled traffic Vehicle Miles Traveled (VMT), Percent Root Mean Square (PRMSE), and Volume Range Scatter Plot tests and tolerances specified references guidance.

We will validate the transit model to base year daily bus boardings by route. We utilize data from the 2017 transit operations study, and obtain updated data from Pueblo Transit including routes, schedules, and ridership statistics to include observed daily transit boardings. Average monthly activity on each route will be reviewed and daily average route/line boardings will be calculated. For purposes of model validation, observed versus modeled comparisons will evaluate both absolute difference and percent differences between modeled and observed transit boardings.



Example NCHRP Volume Range Tolerance Scatter Plot

Task 5.2 Fixed Route Transit/Multimodal Model Addition (Required): Wilson & Company developed and implemented a mode choice model and transit model for PPACG (Colorado Springs). Although Colorado Springs is a much larger city than Pueblo, Mountain Metro Transit is a small fixed-route transit system that is similar in size and ridership to the Pueblo Transit system. Although small systems are often difficult to model, we were able to achieve a robust calibration of the PPACG mode choice and transit models. We propose to leverage the approach we used for the PPACG transit model for the new PPM Fixed Route Transit/Multimodal Model Addition.

As the first step in developing the Fixed Route Transit/Multimodal Model Addition, we will complete transit network coding. We will facilitate coding supported by transit route GIS shape files, if available, and transit schedules, as we did for the PPACG transit model. Transit schedules and ridership data will be obtained from Pueblo Transit. The coded transit network will be used to prepare travel impedances (transit skim trees) to be used in the new mode choice model. Basic skim elements include zone-to-zone in-vehicle times, first wait time, and access and egress times, typically for peak and off-peak time of day.

Task 5.3 GHG Policy Compliance Addition (Required): As part of the roadway network updates, Wilson & Company will extend network coding to include additional link attributes required as input to MOVES GHG emissions modeling. We will also create an addition to the model to generate a MOVES model (or APCD access database tool) input data assignment report. We will also run MOVES or apply the access database tool to calculate GHG emissions for the 2023 GHG base year scenario and planning horizon scenarios with and without implementation of GHG reduction improvements as part of the 2050 RTP transportation system. We will also assist PACOG MPO with preparation of the GHG Transportation Report required by Policy Directive 1610.

Task 5.4 Adjustable Work from Home Component Addition (Optional):

Wilson & Company will develop and add an adjustable telecommuting component to the model to be used to evaluate alternative work at home adjustments for mode choice/assignment trip tables/tours for assignment to the model network.

Task 5.5 Travel Demand Management Processor (TDM) Addition (Optional):

Wilson & Company will develop and add a TDM strategy processor to the model to be used to generate ADT reduction estimates for CDOT 1601 Interchange Access Request process documentation and to support evaluation of transportation system improvements to achieve GHG emission reductions.

Task 5.6 Disaggregate Trip Generation Model Addition (Optional): Wilson & Company implemented disaggregate tours generation, considering a wider set of variables for trip production, including age, employment status, auto ownership and household type, for the PPACG Hybrid/Tour-Based Travel Model. As for the synthetic population processing for the PPACG model, addition of disaggregate trip and/or tour generation can be accomplished using a Python script that can be integrated with the TransCAD platform. Alternatively, the TransCAD platform has implemented ABM utilities that can be used directly with the synthetic population as input. Data generated by these model additions can also be supplemented with point level geography supplied by CDOT as used by Wilson & Company to the CDOT Statewide TDM Plan. This model addition, like the population synthesizer model addition can take the PACOG MPO an incremental step forward toward state-of-the-art analysis capabilities while maintaining full control of the MPO model.

5.7 Trip Generation Sensitivity to Accessibility (Optional): Wilson & Company will leverage synthetic and disaggregate trip generation model additions to utilize modeling to support modeling evaluation of trip generation sensitivity to accessibility. We will extend and validate modeling by using Big Data resources (e.g., StreetLight Data, LOCUS, INRIX) as we propose to use for model validation. As shown in our key personnel capabilities and experience matrix, each member of the Wilson & Company team has expertise and significant project experience using mobile source/ big data to support modeling applications.

Task 6 Update Modeling System

TransCAD software can be unstable between versions and even between “builds” of a single version. The PPM was developed in TransCAD 8, one version removed from the current TransCAD 8.0. Per your specification we will develop the updated model in the current TransCAD 9 version. As a first step to ensure compatibility, we will port the current model to the current version of TransCAD and complete high-level comparisons of assignment volumes produced in TransCAD 8 to those produced by TransCAD 9. Before final delivery of the source code, compiled model and supporting data, we will also ensure that the model runs in the then current TransCAD 9 Build and produces consistent results with the final calibration.

Task 7 Documentation and Training

Task 7.1 & 7.2 Model Documentation: Wilson & Company will deliver the following deliverable reports and TransCAD model, run and input files:

- Model Technical Documentation Report.
- Model User/QuickStart Guide.
- Model Install (Zip File): Instructions (Read Me PDF) and all data and files required to install/run PPM.

Task 7.3 Population Synthesizer Documentation: (Optional): Wilson & Company will prepare a step by step population synthesizer User Guide and Install file set (Zip File). We did this for the PPACG implementation of PopGen2 for their current model. We can include in-person population synthesizer training as part of the PACOG training or provide that separately as interactive training included in the travel model interactive training or additionally, as needed.

Task 7.4 2-Day TransCAD/Model Training: Wilson & Company will provide hands-on training to PACOG MPO staff and local agency technical staff. We have provided training before for PACOG (TransCAD) and for PPACG (PTV VISUM) and we have found that participants learn best by doing – with hands on the keyboard in an in-person setting. We have included the cost of four 2-day TransCAD training licenses in our cost proposal to support this approach. We will prepare and create hardcopy exercise instructions along with modeling datasets for the training. The training will walk through TransCAD basics, creating scenarios, running the model, and creating model reports and maps.

Task 7.5 Travel Model Introduction Presentation: Wilson & Company recommends an outreach to the PACOG Board to help decision-makers to better understand the model and potential applications. We can prepare and present a “Travel Demand Modeling 101” as a high-level introduction to the PPM and travel demand modeling in general. This goal of this presentation will be to inform non-technical decision-makers of the power and potential use of the model to support short-range and long-range transportation planning by the MPO and member jurisdictions.

Task 7.6 Interactive Travel Model Support: Wilson & Company recommends that PACOG formalizes consultant support to staff for the model for a short time after formal training. We recommend that the team be available to staff to provide as needed, continuing PPM support, and have included 16 hours of interactive, online support in our cost proposal.

Project Schedule

Prior to the project Kickoff Meeting, the Wilson & Company Project Manager will develop a detailed project schedule in Microsoft Project. The overall schedule will implement the schedule as specified by the RFP. To achieve that schedule, tasks will be run concurrently when feasible, with linkages to shared sequential tasks and milestones will be clearly identified. The project schedule will be a living document to be used as a guide for biweekly tracking of milestones and deliverables progress.

Quality Assurance

The Wilson & Company project team includes three senior modelers that have been assigned to discrete major model update/development tasks. They will collaborate with one another to achieve efficiencies in model elements, and they will also formally back-check each other's work. Our designated QA manager, Scott Asher, will back-check all model documentation technical memoranda and reports. We will use a Comment Response Matrix to document comments/requests for revisions and resolution of the comments.

Cost and Price Proposal

Required tasks per the Request for Services are shown in black text. Optional Services are shown in blue text with the cells highlighted in blue. Subtotals for required task and optional task labor are provided.

PACOG - Pueblo MPO PACOG/MPO Travel Model Update Wilson & Company Fee Breakdown by Task			Wilson & Company									
Labor Tasks & Hours Budget	PIC QA-QC Asher	Project Manager Modeling Lead Araujo	Senior Modeler Lupa	Senior Modeler Gorugantula	GHG Modeler Williams	Senior Traffic Planner Arveson	Traffic Planner Shofner or Calimlim	GIS Specialist Haugh	Project Accountant Sheldon	Project Hours (ALL)	Labor Cost	
Billable Hourly Rate	\$250.00	\$250.00	\$200.00	\$200.00	\$130.00	\$140.00	\$100.00	\$140.00	\$115.00			
Task 1 - Project Management												
Task 1.1 Conduct Kick-Off Meeting	0	2	2	0	0	0	0	0	0	4	\$ 900	
Task 1.2 Finalize Project Schedule	0	4	0	0	0	0	0	0	0	4	\$ 1,000	
Task 1.3 Finalize Scope of Work	0	4	0	0	0	0	0	0	0	4	\$ 1,000	
Task 1.4 Project Coordination	4	16	0	0	0	0	0	0	0	20	\$ 5,000	
Task 1.5 Project Controls/Invoicing	0	0	0	0	0	0	0	0	10	10	\$ 1,150	
Total Task 1 - Project Management	4	26	2	0	0	0	0	0	10	42	\$ 9,050	
Task 2 - Roadway Network Updates												
Task 2.1 Collect Network Data	0	0	0	0	0	0	0	20	0	20	\$ 2,800	
Task 2.2 Clean/Prepare Data for Input to TransCAD	0	0	0	0	0	0	0	20	0	20	\$ 2,800	
Task 2.3 Review and Refine Speed/Capacity Lookup Table	0	0	10	0	0	0	0	0	0	10	\$ 2,000	
Task 2.4 Code Networks (2023, 2030, 2040, 2050)	0	0	10	10	0	40	80	0	0	140	\$ 17,600	
Total Task 2 - Roadway Network Updates	0	0	20	10	0	40	80	40	0	190	\$ 25,200	
Task 3 - Traffic Analysis Zone Updates												
Task 3.1 Collect Land Use/Demographic Data	0	0	0	0	0	0	0	20	0	20	\$ 2,800	
Task 3.2 Update TAZ Geography (Zones, Connectors)	0	0	0	0	0	0	0	30	0	30	\$ 4,200	
Task 3.3 Review/Udate Socioeconomic Data	0	10	0	0	0	0	0	0	0	10	\$ 2,500	
Task 3.4 Implement Population Synthesizer (Optional)	0	20	0	0	0	0	0	0	0	20	\$ 5,000	
Total Task 3 - Traffic Analysis Zone Updates	0	30	0	0	0	0	0	50	0	80	\$ 14,500	
Task 4 - Traffic Data Collection												
Task 4.1 Obtain/Process Available Count Data	0	0	8	0	0	0	0	20	0	28	\$ 4,400	
Task 4.2 Obtain/Process E-E and E-I Data (from CDOT/SWM)	0	0	10	0	0	0	0	10	0	20	\$ 3,400	
Total Task 4 - Traffic Data Collection	0	0	18	0	0	0	0	30	0	48	\$ 7,800	
Task 5 - Update and Validate Model												
Task 5.1 2050 Model Update/Validation (2023 base)	0	10	10	40	0	0	0	0	0	60	\$ 12,500	
Task 5.2 Fixed Route Transit/Multimodal Model Addition	0	0	40	10	0	0	80	0	0	120	\$ 18,000	
Task 5.3 GHG Policy Compliance Model Addition	0	10	0	10	40	0	0	0	0	60	\$ 9,700	
Task 5.4 Adjustable Work from Home Component Addition (Optional)	0	10	20	20	0	0	0	0	0	50	\$ 10,500	
Task 5.5 Travel Demand Management Processor (TDM) Addition (Optional)	0	10	20	20	0	0	0	0	0	50	\$ 10,500	
Task 5.6 Disaggregate Trip Generation Model Addition (Optional)	0	0	30	10	0	0	0	0	0	40	\$ 8,000	
Task 5.7 Trip Generation Sensitivity to Accessibility Addition (Optional)	0	30	10	10	0	0	0	0	0	50	\$ 11,500	
Total Task 5: Update and Validate Model	0	70	130	120	40	0	80	0	0	430	\$ 80,700	
Task 6 - Update Modeling System												
Task 6.1 Resource Code/Compiled Model (Current TransCAD version)	0	0	0	10	0	0	0	0	0	10	\$ 2,000	
Task 6.2 Travel Model Run Data Files	0	0	0	10	0	0	0	0	0	10	\$ 2,000	
Task 6.3 Population Synthesizer Addition (Optional)	0	0	10	20	0	0	0	0	0	30	\$ 6,000	
Task 6.4 Travel Model Resource Code Update Tech Memo	2	0	0	20	0	0	0	0	0	22	\$ 4,500	
Total Task 6: Update Modeling System	2	0	10	60	0	0	0	0	0	72	\$ 14,500	
Task 7 - Documentation and Training												
Task 7.1 Prepare Updated Travel Model Technical Report/Digital Deliverables	6	0	30	0	0	0	0	10	0	46	\$ 8,900	
Task 7.2 Prepare Updated Travel Model User Guide	4	0	0	20	0	0	0	6	0	30	\$ 5,840	
Task 7.3 Prepare Population Synthesizer User Guide (Optional)	4	16	0	0	0	0	0	4	0	24	\$ 5,560	
Task 7.4 Conduct TransCAD/Travel Model Training - Technical	0	16	0	0	20	0	0	0	0	36	\$ 6,600	
Task 7.5 Present Travel Model Introduction	0	6	0	0	0	0	0	0	0	6	\$ 1,500	
Task 7.6 Provide Addition Interactive Travel Model Support	0	16	0	0	0	0	0	0	0	16	\$ 4,000	
Total Task 7: Documentation and Training	14	54	30	20	20	0	0	20	0	158	\$ 32,400	
Required Tasks Total - PACOG/MPO Travel Model Update / Labor Cost	16	180	210	210	60	40	160	140	10	1020	\$ 127,090	
Optional Tasks Total - PACOG/MPO Travel Model Update / Labor Cost	4	86	90	80	0	0	0	4	0	264	\$ 57,060	
All Tasks Total - Direct Labor Costs (Billable Hourly Rate x Total Hours)	\$ 5,000	\$ 45,000	\$ 42,000	\$ 42,000	\$ 7,800	\$ 5,600	\$ 16,000	\$ 19,600	\$ 1,150		\$ 184,150	
Direct Expenses								Quantity	Unit Cost	Direct Costs		
Travel/Mileage									\$ 2,220.00	\$ 2,220		
Data Purchase (MOVES inputs, special counts, Streetlight or other data.								1	\$ 2,000.00	\$ 2,000		
Total - Required Direct Expenses										\$ 4,220	\$ 4,220	
Total Cost											\$ 188,370	

ID	Task Name	PACOG/MPO Travel Model Update Schedule	Duration	Start	Finish	Predecessors	5/14 5/28 6/11 Jul '23 6/25 7/9 7/23 8/6 8/20 9/3 9/17 Oct '23 10/1 10/15 10/29 11/12 11/26 12/10 12/24 Jan '24 1/7 1/21 2/4 2/18																	
1	Task 1 Project Management	161 days	Tue 6/27/23	Wed 2/7/24																				
2	NTP/Project Setup	0 days	Tue 6/27/23	Tue 6/27/23																				
3	Project Schedule	110 days	Wed 7/5/23	Wed 12/6/23	2																			
10	ProjectManagement/Coordination	154 days	Thu 6/29/23	Wed 1/31/24																				
11	Kick-Off Meeting	0 days	Thu 6/29/23	Thu 6/29/23	2																			
12	Project Management Team Meetings	140 days	Thu 7/13/23	Thu 1/25/24	11																			
28	Technical Team Meetings	140 days	Wed 7/19/23	Wed 1/31/24	11																			
44	Invoices and Progress Reports	135 days	Wed 8/2/23	Wed 2/7/24																				
52	Task 2 Roadway Network Updates	30 days	Thu 7/20/23	Wed 8/30/23																				
53	Create 2023 (new model base year) Network	10 days	Thu 7/20/23	Wed 8/2/23	62																			
54	Create 2050 Network	10 days	Thu 8/3/23	Wed 8/16/23	53																			
55	Update 2040 Network	5 days	Thu 8/17/23	Wed 8/23/23	54																			
56	Update 2030 Network	5 days	Thu 8/24/23	Wed 8/30/23	55																			
57	Task 3 Traffic Analysis Zone Updates	40 days	Thu 6/29/23	Wed 8/23/23																				
58	Task 3.1 Collect Land Use/Demographic Data	10 days	Thu 6/29/23	Wed 7/12/23	11																			
59	Task 3.2 Update TAZ Geography	5 days	Thu 7/13/23	Wed 7/19/23	58																			
60	Task 3.3 Socioeconomic Data Review/Forecast Methodology Update	10 days	Thu 7/20/23	Wed 8/2/23	59																			
61	Task 3.4 Population Synthesizer Implementation	15 days	Thu 8/3/23	Wed 8/23/23	60																			
62	Task 4 Traffic Data Collection	15 days	Thu 6/29/23	Wed 7/19/23	11																			
63	Task 5 Update and Validate Model	75 days	Thu 8/31/23	Wed 12/13/23																				
64	Task 5.1 2050 Model Update/Validation	15 days	Thu 10/26/23	Wed 11/15/23	65,57,52																			
65	Task 5.2 Fixed Route Transit/Multimodal Model Addition	40 days	Thu 8/31/23	Wed 10/25/23	52																			
66	Task 5.3 GHG Policy Compliance Addition	10 days	Thu 11/16/23	Wed 11/29/23	64																			
67	Task 5.4 Adjustable Work from Home Component Addition (Optional)	20 days	Thu 11/16/23	Wed 12/13/23	64																			
68	Task 5.5 Travel Demand Management Processor ((TDM) Addition (Optional)	20 days	Thu 11/2/23	Tue 12/12/23	64																			
69	Task 5.6 Disaggregate Trip Generation Model Addition (Optional)	20 days	Thu 11/16/23	Wed 12/13/23	64																			
70	Task 5.7 Trip Generation Sensitivity to Accessibility (Optional)	20 days	Thu 11/16/23	Wed 12/13/23	64																			
71	Task 6 Update Modeling System	5 days	Thu 12/14/23	Wed 12/20/23	63																			
72	Task 7 Documentation and Training	35 days	Thu 12/14/23	Wed 1/31/24																				
73	Task 7.1 Model Technical Documentation	20 days	Thu 12/14/23	Wed 1/10/24	63																			
74	Task 7.2 Model and Model User Documentation	10 days	Thu 12/14/23	Wed 12/27/23	63																			
75	Task 7.3 Population Synthesizer Documentation (Optional)	10 days	Thu 12/14/23	Wed 12/27/23	63																			
76	Task 7.4 2-Day TransCAD/Model Training	10 days	Thu 12/28/23	Wed 1/10/24	74																			
77	Task 7.5 Travel Model Introduction Presentation	0 days	Thu 1/11/24	Thu 1/11/24	76																			
78	Task 7.6 Interactive Travel Model Support	15 days	Thu 1/11/24	Wed 1/31/24	76																			

Project: PACOG MPO Travel Model Update_2023 05 23

Date: Tue 5/23/23

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

ADDITIONAL INFORMATION FOR AGREEMENT

Certificate of Good Standing

Colorado PERA Questionnaire

Insurance Certificate(s)



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Summary

Details			
Name	WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS		
Status	Good Standing	Formation date	12/31/2002
ID number	20021362544	Form	Foreign Corporation
Periodic report month	December	Jurisdiction	Kansas
Principal office street address	4401 Masthead St NE Ste 150, Albuquerque, NM 87109, US		
Principal office mailing address	PO Box 94000, Albuquerque, NM 87199, US		

Registered Agent	
Name	James Brady
Street address	Northcreek II, 5755 Mark Dabling Blvd, Suite 220, Colorado Springs, CO 80919, United States
Mailing address	Northcreek II, 5755 Mark Dabling Blvd, Suite 220, Colorado Springs, CO 80919, United States

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- [Get a certificate of good standing](#)
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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

is an entity formed or registered under the law of Kansas, 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 20021362544.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 05/22/2023 that have been posted, and by documents delivered to this office
electronically through 05/24/2023 @ 11:49:31.

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 05/24/2023 @ 11:49:31 in accordance with applicable law.
This certificate is assigned Confirmation Number 15006518.



Jena Griswold

Secretary of State of the State of Colorado

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

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

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

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

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

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

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

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

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

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

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

Company Name: Wilson & Company, Inc., Engineers & Architects

Authorized Signature: Scott Waterman Title: Vice President

Printed Name: Scott Waterman Date: 1/31/2023



CERTIFICATE OF LIABILITY INSURANCE

6/1/2024

DATE (MM/DD/YYYY)

5/30/2023

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.

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:																						
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COVERAGES **CERTIFICATE NUMBER:** 19607076 **REVISION NUMBER:** XXXXXXXX

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

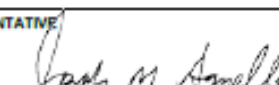
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PROJECT NUMBER: 22-069 PROJECT NAME: PUEBLO REGIONAL ON-CALL TRANSPORTATION TECHNICAL ASSISTANCE - UPDATE TRAVEL DEMAND MODEL. CITY OF PUEBLO, ITS OFFICERS AND EMPLOYEES IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

19607076 CITY OF PUEBLO, COLORADO ATTN: CITY OF PUEBLO, PURCHASING DEPARTMENT 230 S. MECHANIC STREET PUEBLO, CO 81003	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

6/1/2024

DATE (MM/DD/YYYY)

5/30/2023

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	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1048828 WILSON & CO., INC. 4401 MASTHEAD STREET NE SUITE 150 ALBUQUERQUE NM 87109	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Berkshire Hathaway Specialty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 19607078

REVISION NUMBER: XXXXXXXX

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

RE: PROJECT NUMBER: 22-069 PROJECT NAME: PUEBLO REGIONAL ON-CALL TRANSPORTATION TECHNICAL ASSISTANCE - UPDATE TRAVEL DEMAND MODEL.

CERTIFICATE HOLDER

CANCELLATION

19607078
CITY OF PUEBLO, COLORADO
ATTN: CITY OF PUEBLO, PURCHASING DEPARTMENT
230 S. MECHANIC STREET
PUEBLO, CO 81003

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$90,029.35 FROM THE "2023" PUBLIC WORKS OPERATING BUDGET FOR CONTRACT SERVICES, APPROVING AMENDMENT NO. 2 TO THE MASTER SUBSCRIPTION AGREEMENT IN THE AMOUNT OF \$90,029.35 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BRIGHTLY SOFTWARE, INC., A NORTH CAROLINA CORPORATION, FORMERLY DUDE SOLUTIONS, INC., FOR PROJECT NO. 21-041 PUEBLO STREET ASSESSMENT PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

SUMMARY:

This Resolution transfers \$90,029.35 from the "2023" Public Works Operating Budget for Contract Services, approves Contract Amendment No. 2 to the Master Subscription Agreement awarded to Brightly Software, Inc., in the amount of \$90,029.35 for Project No. 21-041 Pueblo Street Assessment Project.

PREVIOUS COUNCIL ACTION:

Resolution 14728, dated October 12, 2021, approved a Master Subscription Agreement for Software License with Dude Solutions, Inc., (now Brightly Software, Inc.), for \$162,829.21.

Resolution 14932, dated July 11, 2022, established project CI2210, Public Works Asset Management Project, transferred \$145,000.00 from the Public Works Operating Budget for Contract Services, transferred \$162,829.21 from Project HUAN01 - Street Resurfacing, approved Amendment No. 1 to the Master Subscription Agreement awarded to Brightly Software, Inc., in the amount of \$144,488.74 for Project No. 21-041 Pueblo Street Assessment Project.

BACKGROUND:

The City of Pueblo solicited requests for proposals for contract services to evaluate the City's streets for condition and drivability. Additionally, proposers were requested to recommend a Pavement Management Software solution to assist the City with capital expenditure budgeting and project planning. Dude Solutions, Inc., (now Brightly Software, Inc.), was selected as the lowest, most responsive bid for the software agreement for the street assessment data and was awarded a Master Subscription Agreement.

The proposed Amendment No. 2 provides for a modification to the original agreement for additional services for a visual assessment evaluation of facility systems for approximately 600,000 square feet of City-owned facilities. This Resolution transfers the funds from the Public Works operating budget for contract services.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$90,029.35 shall be transferred from the "2023" Public Works operating budget for contract services to Public Works Asset Management Project No. CI2210.

Funding in the amount of \$90,029.35 will be paid from account CI2210, Public Works Asset Management Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution will result in the cancellation of additional services.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 21-041B Amendment No 2 to Master Subscription Agreement - Add Facilities Condition Assessment

RESOLUTION NO. 15260

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$90,029.35 FROM THE "2023" PUBLIC WORKS OPERATING BUDGET FOR CONTRACT SERVICES, APPROVING AMENDMENT NO. 2 TO THE MASTER SUBSCRIPTION AGREEMENT IN THE AMOUNT OF \$90,029.35 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BRIGHTLY SOFTWARE, INC., A NORTH CAROLINA CORPORATION, FORMERLY DUDE SOLUTIONS, INC., FOR PROJECT NO. 21-041 PUEBLO STREET ASSESSMENT PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

WHEREAS, Project No. 21-041, Street Resurfacing Project was awarded to Dude Solutions, Inc., (now Brightly Software, Inc.), on October 12, 2021, and,

WHEREAS, Amendment No. 1 to the Master Services Agreement was approved on July 11, 2022, and,

WHEREAS, the City of Pueblo and Brightly Software, Inc., (formerly Dude Solutions, Inc.), desire to modify the Agreement for additional services; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$90,029.35 shall be transferred from the "2023" Public Works Operating Budget, Contract Services, to Project No. CI2210, Public Works Asset Management Project.

SECTION 2.

The Amendment, by and between the City of Pueblo, a Municipal Corporation, and Brightly Software, Inc., a North Carolina Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment to be performed in the amount of \$90,029.35.

SECTION 3.

Funds in the amount of \$90,029.35 for said shall be paid from Project No. CI2210 – Public Works Asset Management Project.

SECTION 4.

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

SECTION 5.

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

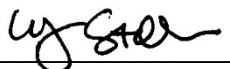
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 12, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

**AMENDMENT NO. 2 TO THE
MASTER SUBSCRIPTION AGREEMENT
BY AND BETWEEN THE
CITY OF PUEBLO AND BRIGHTLY SOFTWARE, INC.**

This Amendment No. 2 to the Master Subscription Agreement (“Amendment”) is executed and to be effective as of the _____ day of _____, 2023 by and between the City of Pueblo, Colorado, a Colorado Municipal Corporation (hereafter referenced as “Subscriber”) and Brightly Software, Inc., a Delaware Corporation registered to do business in the State of Colorado, formerly Dude Solutions, Inc. (hereafter referenced as “DSI”). Subscriber and DSI are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Subscriber and DSI entered into that certain Master Subscription Agreement dated the 27th day of October, 2021 (the “Agreement”) for Bid 21-041B RFP - Contracting Services for City of Pueblo Street Assessment Project - Software; and

WHEREAS, Subscriber and DSI desire to modify the Agreement pursuant to the provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Subscriber and DSI hereby agree to the following:

AGREEMENT

1. The Agreement documents shall be amended to add services (“Additional Services”), to include, but not limited to, visual assessment evaluation of facility systems for approximately 600,000 sq. ft. of City owned facilities. DSI shall commence and satisfactorily complete work for the Additional Services according to the Proposal Q-333220 dated March 8, 2023, attached hereto and incorporated herein as Exhibit A, including its responsibilities under the Agreement, and all documentation provided to Subscriber detailing the products, services, and their functions. The Additional Services shall include all usual and customary professional consulting services in connection with DSI’s work.

2. Exhibit B to this Amendment No. 2 outlines the professional services fee schedule for aggregate compensation payable to DSI for the Additional Services and items, and shall not exceed the maximum amount of \$90,029.35, as set forth in Exhibit B. No compensation shall be paid to DSI for services required and expenditures incurred in correcting DSI’s mistakes or negligence.

3. DSI shall maintain prudent and accurate records of all transactions and shall track all project activities. Subscriber will not reimburse or otherwise pay for any of DSI’s transactions, as such costs are part of DSI’s business.

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

5. DSI shall be responsible for the professional quality, technical accuracy, and timely completion of DSI’s work, including that performed by DSI’s subconsultants and subcontractors, and including reports and other services, notwithstanding Subscriber’s initial acceptance of same.

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

7. DSI shall be completely responsible for the safety of DSI's employees in the execution of work under the Agreement and shall provide all necessary safety and protective equipment for said employees, if any. Subscriber shall not be liable for the same.

8. Before undertaking any work or incurring any expense which DSI considers beyond or in addition to that described in Exhibit A or otherwise contemplated by the terms of the Agreement or this Amendment, DSI shall advise Subscriber in writing that (i) DSI considers the work beyond the scope of the Agreement, (ii) the reasons that DSI believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. DSI shall not proceed with any out of scope or additional work until authorized in writing by Subscriber. The compensation for such authorized work shall be negotiated. Unauthorized work shall not be compensated.

9. DSI shall submit periodically, but not more frequently than monthly, records of time worked and services rendered. Records shall contain appropriate documentation, if available, evidencing that such services have been performed. DSI must submit a written request and obtain signed approval prior to completing any work beyond the scope of this agreement.

10. In the event services under the Agreement or this Amendment are phased and to be performed in more than one fiscal year or are subject to annual appropriation, DSI acknowledges that funds only in the amount of initial appropriation are available and it shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

11. Subscriber reserves the right to terminate this Amendment and DSI's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, DSI and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Subscriber all data, reports, plans, calculations, summaries and all other information, documents, work product, and materials as DSI may have accumulated in performing this Amendment, together with all finished work and work in progress. Upon termination of this Amendment for events or reasons not the fault of DSI, DSI shall be paid on a pro-rated basis for all services rendered and reasonable costs incurred to date of termination, together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to DSI or Subscriber. In no event shall payment to DSI upon termination exceed the maximum compensation provided for complete performance in Section 2 hereof.

12. In the event the work requires access to property not under the control of Subscriber, DSI and DSI's employees and consultants shall obtain all additional necessary approval and clearances required for access to such property. Subscriber shall assist DSI in obtaining access to such property at reasonable times but makes no warranty or representation whatsoever regarding access to such property. Notwithstanding the foregoing, DSI understands and agrees that entry to some property by DSI may be subject to compliance by DSI with the terms and conditions of an access agreement.

13. Data, plans, reports, and all other documents prepared or provided by DSI pursuant to this Amendment shall become the sole property of Subscriber, and Subscriber shall be vested with all rights therein of whatever kind or nature and however created, whether by common law, statute, or equity. Subscriber shall have access at all reasonable times to inspect and make copies of all notes, plans, reports and all other data or other documents pertaining to the work to be performed under this Amendment. In no event shall DSI publish work product developed pursuant to this Amendment except (i) with advance written consent of Subscriber, which consent may be granted or withheld in Subscriber's sole and absolute discretion, and (ii) in full compliance with the requirements of the Agreement and applicable regulations.

14. DSI understands that Subscriber may be funding the work in whole or part with funds provided through private, State, and Federal grants, including but not limited to the American Rescue Plan Act ("ARPA"). DSI agrees it is subject to and shall comply with all applicable provisions of said grants, the Act under which the contract award has been made, and applicable regulations. DSI shall comply with all applicable Federal, State, and local laws applicable to its activities. All records with respect to any matters covered by this Amendment shall be available for inspection by Subscriber and the grant providers at any time during normal business hours and as often as Subscriber and the grant providers deem necessary, to audit, examine, and make excerpts or transcripts of relevant information, and otherwise to perform official functions or duties.

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

16. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment.

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

IN WITNESS WHEREOF, the Parties to this Amendment have set forth their hand, to be effective as of the effective date.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

BRIGHTLY SOFTWARE, INC.

By _____
Naomi C. Hedden, Director of Purchasing

By _____
DSI's Authorized Representative Signature

Attest _____
Marisa Stoller, City Clerk

DSI's Authorized Representative's Name & Title

[S E A L]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM:

Robert P. Jagger, City Attorney

Attachment(s): Exhibit A
Exhibit B
Additional Information for Amendment



Enterprise Project Management

Summary:

Company will provide professional services to Subscriber. These professional services include:

Project Management services. Our Project Manager will act as an extension of the Subscriber's team and ensure seamless implementation from start to finish. The Subscriber will have access to a personalized timeline which will be reviewed on a regular cadence. The Project Manager will partner with the Subscriber to coordinate all services, ensure the project stays on track, and help identify risks and/or issues.

In Scope: The items below will be considered in scope of this SOW:

- **Initiating**
 - Project set-up
 - Draft timeline
 - Resource planning
 - Identify project dependencies
- **Planning**
 - Kick-off call with Company Project Manager
 - Discussion of risks, barriers, or roadblocks that your organization experienced with previous software implementations
 - Timeline planning incorporating Business deadlines
- **Executing**
 - Coordinating necessary project meetings
 - Regular (up to weekly) project status meetings to review tasks, timelines, issues and preview any upcoming action items or next steps.
 - Up to monthly project oversight meetings of reactive workflow with buyer-level decision makers to ensure the project progress is communicated if requested by Subscriber point of contact.
 - Reply to Subscriber communications within two (2) business days.
- **Controlling**
 - Access to submit and view Risk & Issue Log
 - Risk Management and mitigation assistance
- **Closing**
 - Define Post Launch Support points of contact
 - Facilitate product enablement support

Deliverables:

1. Company Project Manager lead kick-off call
2. Custom timeline with critical path development and management
3. Project goal setting



4. Regular (up to weekly) Subscriber / Project Manager status calls
5. Risk and issue tracking with mitigation assistance
6. Change Management
 - A recommended structured approach for transitioning Subscriber's individuals, groups, and organizations from a current state to a future state with intended business benefits.
 - Change management process as it applies to the SOW, will be discussed on Company kick-off call.
7. Subscriber sponsor status meetings (up to monthly) if requested by Subscriber point of contact
8. Unlimited access to Help Site and Company Academy during and after implementation
9. Define Post Launch Support points of contact

Acceptance Process:

- Project will be assumed completed once all deliverables in the contract have been met.
- Sign-off will be required for the project plan and each milestone. The Subscriber has five (5) business days to approve the project plan and a completed milestone. No response will be interpreted as acceptance.

Assumptions:

- Configuration and data options may vary based on the services and products that were purchased.
- The Subscriber will schedule time for the appropriate resources to be available for all scheduled activities.
 - The success of this process is dependent on the attendance and full engagement of the key stakeholders.
- The Subscriber will ensure adequate technology for a successful implementation, including but not limited to ability to run and attend virtual meetings, monitor/projector, computers/tablets, quality phone connection, and wireless internet access when and where applicable.
- Failure to sign off on project milestones will result in delays and/or additional costs may be incurred.
- Incidental travel-related expenses will be invoiced to Subscriber at cost for on-site services.
- Once the timeline is approved by the Subscriber, any changes will be documented and if the level of effort changes, it may be subject to a change order.
- Project team members will reply to written communication within two (2) business days.
- This SOW is the primary SOW to deliver any subsequent services with related SOWs. Where subsequent services have similar or conflicting deliverables, this SOW will take precedence.
- Additional data provided after agreed upon due dates in the project timeline may result in a change order.
- Rescheduling or cancellation of the service within two (2) weeks of the scheduled delivery date will result in a rescheduling fee.
- Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Manager, whether there is a cost impact or not.

**Project Schedule:**

The schedule will be defined by the other professional services provided in this contract.

Rates / Price:

The price for this service has been determined in accordance with the other SOWs included in this contract. If additional services are required that are not included in the scope, pricing will be determined via a change order.

Invoicing:

Invoicing will occur per the agreed upon terms in this contract.



Facility Condition Assessment Scope of Work

Purpose

Brightly's ("Company") facility condition assessment ("FCA") is a visual assessment evaluating the facility systems based on the following Standard Scope of Work ("SOW"). This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into Company's work & asset management, capital forecasting and capital prediction software solutions as set forth on the applicable Order Form.

Value

By partnering with Company you not only gain the engineering expertise of Company's Service Providers; you also are provided with assurance that the data collected as a result of the facility condition assessment is properly integrated into your Company software applications. Company has successfully completed more than 800 projects ranging from Facility Condition Assessments, Asset Inventory Collection (including barcoding) and preventive maintenance schedule creation. Our methodology provides you with confidence to make better data, decision-making on both short-term and long-term capital investment needs of your organization.

Deliverables

All FCA's will include a deliverable containing the following items:

- Narrative report with descriptions of major systems and corresponding conditions
- Primary digital photos of key components and deficiencies are included in the narrative
- 20-year capital Reserve table with System/Sub-System replacement costs and dates
- Import of Systems-level detail into client's Company capital forecasting/prediction solution
- Import major Equipment Items into client's Company work & asset management solution.

Methodology and Approach

A Certified Company Service Provider will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview client's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems that may exist.
- Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model and serial number.
- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. The narrative report will include an executive role up for all sites included with the service.

The field data collection will be performed at an individual and system level as described below:



1. Detailed data collection of individual equipment items will be captured to build an equipment inventory which will be imported into Company's work & asset management solution as defined in the Asset Inventory and System/Component table below.
2. A condition assessment of major building systems, including HVAC, Electrical, Plumbing, Roofing, Site Paving, Vertical Transportation, Structural and Building Envelope to be imported into Company's capital forecasting/prediction solution as defined in the Asset Inventory and System/Component table below.
1. HVAC equipment items only will also be tracked in the capital forecast or prediction solution as specific Sub-Systems. For these items, Make/Model/Serial Number will be captured and tracked in the Equipment Inventory, and the item will also be included as a Sub-System.
2. All other major Systems will be collected at the Systems Level in Company's capital forecasting solution as a general Sub-Systems.

Asset Inventory and Systems/Component Table

The following table defines the standard SOW that will be followed to capture the equipment data used to build the Equipment Inventory, which will be imported into the Work & Asset Management Solution as well as the System-Sub-System data used to build the Capital Reserve Table that will be imported into the capital forecasting or prediction solution.

Table Column Header Descriptions

Individual or System Level Capture

- Individual = Item will be collected individually
- System = Item will be grouped by system or sub-system, location will correspond to the associated building structure

Item Represented in Capital Forecasting or Prediction solution? Y/N

- No = Cost information related to individually captured items will be provided at a system or sub-system level only in capital forecasting or prediction solution

Included in Equipment Inventory? Y/N

- No = Item will not be setup in the work & asset management solution

*Items captured as a system will be setup as a single equipment inventory item so that work can be tracked against it.

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Exterior Systems				



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Exterior Doors	System Level	Yes	No	
Exterior Walls (Finish)	System Level	Yes	No	
Exterior Windows	System Level	Yes	No	
Roofing	System Level	Yes	No	
Electrical				
Automatic Transfer Switch	Individual	No	Yes	Make/Model/Serial number will be captured when available
Electric Door Systems	Individual	No	Yes	Exterior Doors Only
Emergency Generators	Individual	No	Yes	Must be Permanently Installed, does not include mobile units
Main Distribution Panels	Individual	No	Yes	Primary panel bringing utility into building only
Motor Control Centers	Individual	No	Yes	
Switchgear	Individual	No	Yes	
Transformers	Individual	No	Yes	Primary Service to Building (Must be Client Owned)
Breakers, switches or starters	Not Included in Service			
Individual light fixtures (emergency, exterior, etc.)	Not Included in Service			
Motors	Not Included in Service			
Portable Generators	Not Included in Service			



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Secondary Electrical Panels	Not Included in Service			
VFDs	Not Included in Service			
Emergency Back-Up Lights	System Level	Yes	Yes	Cost model based upon building SQ FT cost
Lighted Exit Signs	System Level	Yes	Yes	
Equipment				
Commercial Laundry (washers, dryers)	Individual	No	Yes	
Commercial Trash Compactors	Individual	No	Yes	Client-Owned, Permanently-installed facility infrastructure units only
Residential Type Appliances, Shop Tools and Equipment	Not Included in Service			Residential Washer/Dryers, Refrigerators, Microwaves and Ranges Not Included
Exterior Enclosure				
Garage Door & Garage Door Opener	Individual	No	Yes	Commercial Type Garage Openers Only (Excludes Residential single care garage doors)
Fire Protection				
Eyewash / Safety Showers	Individual	No	Yes	Permanently Installed Items
Fire Pump	Individual	No	Yes	Main Fire Pump and Jockey Pumps greater than 1 HP
Main Fire Panel	Individual	No	Yes	
Fire valves, hydrants	Not Included in Service			Included in Alarm System SF Cost



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Smoke detectors, horn strobes	Not Included in Service			Included in Alarm System SF Cost
AEDs	System Level	Yes	Yes	
Fire Alarm System	System Level	Yes	Yes	Barcode applied to Main Fire Panel
Fire Extinguishers	System Level	Yes	Yes	
Specialty Fire Suppression System	System Level	Yes	Yes	Kitchen-Style Suppression System
Sprinkler System	System Level	Yes	Yes	
HVAC				
Air Handling Units	Individual	Yes	Yes	Includes Rooftop and Ground
Boilers	Individual	Yes	Yes	
Building Automation System	Individual	Yes	Yes	
Chilled Water pumps	Individual	Yes	Yes	
Chillers	Individual	Yes	Yes	
Cooling Tower pumps	Individual	Yes	Yes	
Cooling Towers	Individual	Yes	Yes	
Deaerators	Individual	Yes	Yes	
Energy Recovery Units	Individual	Yes	Yes	
Exhaust Fans	Individual	Yes	Yes	Rooftop Only
Exhaust hoods	Individual	Yes	Yes	
Furnaces	Individual	Yes	Yes	Non-Residential



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)		Included in Equipment Inventory? (Y/N)	Comments
Heat Pumps	Individual	Yes		Yes	Make/Model/Serial number will be captured for both interior and exterior when accessible; otherwise it will be captured as one single cost and item
Hot Water pumps	Individual	Yes		Yes	
Make Up Air Units	Individual	Yes		Yes	
Package AC Units	Individual	Yes		Yes	Includes Rooftop and Ground
Split Systems	Individual	Yes		Yes	Ductless Split Systems will be captured as one single item. The barcode will be located on the exterior unit
Unit Heaters	Individual	Yes		Yes	
Fan Coil Units*	Individual		Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
Unit Ventilators*	Individual		Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
VAV Boxes*	Individual		Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
Window Units	Not Included in Service				
Radiators	Not Included in Service				
Thermostatic Controls	Not Included in Service				
Interior Systems					



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)		Included in Equipment Inventory? (Y/N)	Comments
Interior Ceiling	System Level	Yes		No	
Interior Doors	System Level	Yes		No	
Interior Floor	System Level	Yes		No	
Interior Walls	System Level	Yes		No	
Kitchen					
Dishwashers	Individual	No		Yes	Commercial-Style, non-residential
Freezer (Walk In, Reach In)	Individual	No		Yes	
Grease Traps	Individual	No		Yes	Will not receive a barcode if barcoding services is included
Large Kitchen Equipment	Individual	No		Yes	Valued above \$2,000
Oven, Stoves	Individual	No		Yes	
Refrigerator (Walk In, Reach In)	Individual	No		Yes	Commercial-Style, non-residential
Broilers, Grills, Fryers	Individual		No	Yes	Valued above \$2,000
Counter Top Appliances	Not Included in Service				
Cutlery	Not Included in Service				
Tables, Racks	Not Included in Service				
Plumbing					
Domestic Hot Water Heaters	Individual	No		Yes	80 Gallons and Above. Does not include Instant Hot Water Heaters
Domestic Water Booster Pumps	Individual	No		Yes	1 HP and above



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)		Included in Equipment Inventory? (Y/N)	Comments
Hot Water Storage Tank	Individual	No		Yes	
Main Backflow Preventer	Individual	No		Yes	Includes Domestic and Fire Suppression
Sump Pumps	Individual	No		Yes	
Fixtures	System Level		Yes	No	
Filters	Not Included in Service				
Strainers	Not Included in Service				
Valves	Not Included in Service				
Site Improvements					
Drainage Systems	System Level	Yes		No	
Parking, Paving , Sidewalks	System Level	Yes		No	
Utilities	System Level	Yes		No	Under the floor, behind the wall related items – electrical distribution, Domestic water/sewer & HVAC Ductwork. Cost per sq. ft. estimation for replacement/rehab.
Vertical Transportation					
Dumb Waiter	Individual	No		Yes	
Elevators	Individual	No		Yes	
Escalators	Individual	No		Yes	



For the Equipment Items and Systems/Sub-Systems listed in the Asset Inventory and Systems/Component Table above, the following attributes will be captured as follows depending on whether the item is included in the Equipment Inventory and/or as a General or Specific System Component of the Capital Forecast or Capital Prediction solution:

	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
Field Name	Equipment Items	General Sub-System	Specific Sub-System
Equipment Item Number	Y	N	Y*
			Corresponding Equipment Item Number will replace Sub-System ID
System-Component ID	N	Y	N*
			Corresponding Equipment Item Number will replace Sub-System ID
Site/Location/Building Name	Y	Y	Y
Description	Y	Y	Y
System/Sub-System	N	Y	Y
Classification/Type	Y	N	N
Unit of Measure	N	Y	Y
Quantity	N	Y	Y
Unit Cost	N	Y	Y
Manu/Model/Serial Numbers	Y	N	N*
			Will be included on Individual Equipment Record



	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
Field Name	Equipment Items	General Sub-System	Specific Sub-System
Tag (if available)	Y	N	N
Date In Service (if available)	Y	Y	Y
Condition	Y	Y	Y
Estimated Replacement Cost	Y	Y	Y
Estimated Next Replacement Date	Y	Y	Y
Life Cycle	Y	Y	Y
Included in 20-year Capital Forecast?	N	Y	Y

Evaluation

At the conclusion of the assessment(s), the Company Service Provider will prepare reports as described above that include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for "immediate" and "capital repair" costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. The Company Service Provider shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building.
- A twenty year capital plan with an Executive Summary with graphic presentation of results to provide a quick, "user-friendly" summary of the property's observed condition and estimated costs assigned by category.

Cost Estimating



Each single building report will include an estimated cost for each System/Sub-System repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.

In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.

Company Service Providers use the ASTM Uniformat II system for categorization and a proprietary blend of national prevailing industry-standard cost models for cost estimating. Company also maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published models.

Assumptions

- Average building square footage is greater than 10,000 sq. feet. If average square footage of all buildings to be included to receive the service is less than 10,000 sq. feet, custom pricing is needed.
- All buildings are located within one primary geographic zone/region (Example – School District, Higher Education, Main Campus, and Town). If multiple or scattered locations across the state are to receive the service a custom quote must be obtained. (Example – Multiple Higher Education Satellite Campuses locations, State Department Agencies)
- Residence Halls – A sampling would be based upon visits to approx. 20% of the rooms. When calculating the projected replacement cost of the in-residence items, these items will be treated as a system. A cost based upon the sampling will be generated for the system. Individual in-room collection of assets would not be provided, if desired a custom quote would be needed.
- Reconciliation of existing equipment in Company work & asset management solutions and updating of historical records will not be performed. If reconciliation is required this is subject to additional costs depending upon the amount of changes requested.
- Capture of Data plate information is subject to readily accessible, legible information plate.
- Company team members make final determination of whether areas housing assets are safely accessible for data collection.
- Company team members will not move assets or interfere with asset functionality to collect nameplate information.
- All Data on SOW is captured at the asset level – subcomponents of assets listed on the SOW will not be captured.
- Equipment not in service or identified as "Run-to-Fail" are excluded from data gathering service unless inventory is required for compliance purposes.

Client Responsibility



1. Client will provide the needed input, resources, and documentation to support the tasks of the service and associated timelines for delivery of the service.
2. Any data to be migrated from client drawings or spreadsheets has to be provided to the Company Service Provider within 15 business days of completion of onsite activity.
3. Client will review and provide any feedback related to data sent to them for review by Company Service Provider or Company within 15 business days or unless otherwise determined.
4. If Data is not reviewed within the 15 business day time period Company will assume that the Data provided by the Company Service Provider is approved and will load into the client's software.
5. Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, management teams or other necessary resources required for the success of this project.
6. Client will provide adequate access to working facilities (i.e., access badge, parking pass), if specific authorization or clearance is required client will notify Company and/or Company Service Provider in advance of onsite.
7. Client will ensure that the Company Service Provider is granted accessibility to the facilities and/or systems required to conduct the necessary work defined in this SOW. If Company Service Provider is not granted access to all areas, this could result in missed information gathering and/or delays in implementation timelines. For Flat Roofs, this means providing the Company Service Providers with access to a ladder so that they are able to conduct a visual assessment.
8. Client will ensure that the Company Service Provider is granted accessibility to Company Software, for Clients with Connect Authenticate/Single Sign On this may require your Technology Team to setup the Company Service Provider in your organizations Identity Provider service.
9. Client will provide a knowledgeable escort for work defined in this SOW and access to personnel as necessary.
10. Reconciliation of existing equipment in Company work & asset management solutions and cleanup of historical records and/or data within the software is subject to additional costs depending upon the amount of changes requested.
11. Company is not responsible for reconciliation of portable or moveable assets after onsite collection is performed.
12. Addition of Equipment Barcode Tagging services must be purchased prior to onsite activity by the Company Service Provider and is not included in the Standard FCA SOW.

Milestone Billing - Invoice Schedule

Invoicing for the Facility Condition Assessment service will be provided as delivery milestones are completed for projects equal or greater than 154,000 square feet. Below is the schedule for the billing milestones and the related percentage.



Facility Condition Assessment Milestones	Description	Percentage
Mobilization	Project acquisition template set up, Vendor kickoff call with client, Travel arrangement costs; other miscellaneous pre-visit preparation	15%
On-Site Field Data Capture	Project launch meeting with client first day of onsite, acquisition of data to Scope of Work at all locations included in project, and closing meeting at end of onsite activity to confirm completion and review next step actions.	35%
Data Management	Data activity, including quality assurance and control that occurs after field work is completed to produce the data file.	35%
Report	Creation and delivery of final narrative reports (FCA), and data files (FCA/ Data Gathering) to client.	15%

*If project is greater than 1.5M Square feet additional milestones will be leveraged.

Facility Condition Assessment Scope of Work – Parking Deck Adder

Company facility condition assessment (FCA) is a visual assessment evaluating the facility systems based upon Company's Standard Scope of Work (SOW). The inclusion of parking deck structures will follow the standard scope of work unless otherwise determined. This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into Company's work & asset management, capital forecasting and capital prediction software solutions as set forth on the applicable Order Form.

Equipment Inventory Barcoding Service

Purpose

The Equipment Inventory Barcoding Service works with your Brightly Work & Asset Management solution in conjunction with an "Equipment Inventory" (Data Gathering) or a Facility Condition Assessment (FCA) service offering.

Value

Barcoding identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your Brightly Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/ collection process.



Deliverables by Brightly to the Client include the following:

- Commercially produced weather resistant barcodes will be applied to the major pieces of equipment covered in the scope of work provided in the Data Gathering or Facility Condition Assessment services.
- Barcode numbers will be available for use at the time equipment inventory data is imported into your Brightly Work & Asset Management solution.

The Brightly Service Provider will make an effort to apply barcodes in a convenient location so the facility's maintenance staff can easily identify them. Based upon our professional expertise, we recommend the following –

- Application of the barcode shall be placed **next to the Data Plate of an Asset**. Placing barcodes in this location ensures that the barcode can be easily identified and associated to the asset in a CMMS software.
- If data plate is not present, or is inaccessible, the barcode will be placed in an accessible area that is easily seen by maintenance technicians, does not detract from the appearance of the equipment, isn't in danger of being tampered with, or will be otherwise destroyed through normal use and cleaning of the asset.

Assumptions

- Purchase of service is made prior to onsite activity. If onsite activity has been completed, custom pricing would be required as a revisit would be needed for the placement of the barcodes.
- For Asset Essentials Clients, determination of 1D (Standard) vs 2D (QR Codes) is required prior to onsite activity. URL creation along with QR code purchase and encoding is needed prior to onsite activity. If determination is not provided prior to onsite activity, 1D (Standard) barcodes will be used.

Invoice Schedule

Invoicing for the Barcoding Service will be provided upon completion of onsite activity at 100%.

Preventive Maintenance Schedule Creation

Purpose

Preventive Maintenance (PM) Schedule creation is a service offering provided in conjunction with an "Equipment Inventory" (Data Gathering) service or Facility Condition Assessment (FCA). PM Schedules will be generated off the equipment inventory collected by the Company Service Provider during either the Data Gathering or FCA service. The intent of this service is to identify needed procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition.

Value

By leveraging Company's PM Schedule Creation service, Company clients are able to leverage and incorporate regular preventive maintenance best practices of their equipment. By performing regular or routine maintenance best practices, you ensure that your equipment is operating under safe and optimal conditions thus preventing the potential for downtime and shorter life expectancy.



Deliverables

All Preventive Maintenance Schedule Creation services include the following deliverables:

- Creation of PM Schedules for populating your Brightly Work & Asset Management solution
- Data population within Company Software. No report will be provided.

Methodology and Approach

Company Service Providers leverage multiple libraries of PM standards to create PM schedules. These standards are based upon prevailing national codes and standards such as ASTM, ASHRAE, NFPA and BOMA. Procedures related to performing the tasks within the schedule will include:

- Safety Points
- Tools Required
- Estimated Time to Complete Maintenance
- Step-by-step procedure to complete maintenance work order

Prior to the import or population within the Company Software, the Company Service Provider will:

- Review of PM Task Check-off Lists with Client
- Setup baseline PM schedules for the equipment inventory collected
- Work with the Client to determine PM Schedule assignment. Assignment includes setting up the appropriate Technician or contractor who will be performing the related PM tasks into the master import template to ensure that the routing of work flows accordingly in the Work & Asset Management Solution. Assignment will be made at the location or craft level. Anything above and beyond this level of assignment will be managed and maintained by the client within the software or require a custom scope of work for the Company Service Provider to deliver. For assignment to occur, the client must have the Technician or contractor created in the software prior to onsite activity.
- Work with the Client to determine the start date, frequency and load balancing based upon client staffing. If start dates cannot be determined or agreed upon within a timely manner, the PM Schedules will be loaded into the Client's Work & Asset Management solution as "Inactive".

Assumptions

- Client will provide feedback/review of PM Schedules within 15 business days of delivery from the Company Service Provider. If feedback/review of PM Schedules exceeds 30 business days, Company will provide a Deliverable Acceptance Form to the client to complete review within 30 days. If feedback is not provided during this time period, Company will assume delivery of the service and import the PM schedules as "inactive" in the system. Company will provide training on how updates can be made within the software or perform mass updates if needed for a fee.
- Once PM Schedules are imported into the Company Work and Asset Management applications, any updates and/or alterations of those schedules need to be communicated to Company within 30 days. Company will only make updates related to the below items:
 - Discontinuation of PM Schedules created with the service
 - Alteration of frequency on existing schedules created with the service
 - Alteration of start dates for the schedules created with the service



Otherwise, any revisions beyond this 30 day period will be the responsibility of the client to perform within the software or Company to perform at an additional fee.

- Reconciliation of existing PM Schedules in the client's account is subject to additional costs depending upon the number of active PM's and is not a part of the standard SOW.

Invoice Schedule

Invoicing for the PM Schedule Creation Service will be provided upon receipt of PM Schedule drafts at 100%



Exhibit B

Excerpt from Brightly Solutions Proposal dated March 8, 2023, page 2

Q-333220

Term: 3 months (Dates to be determined)

Professional Services		
Item	Pricing Based On	Investment
Parking Deck	137,796.00 Sq. Ft.	10,291.98 USD
PM Schedule Creation	411,479.00 Sq. Ft.	6,546.63 USD
Equipment Barcode Tagging	411,479.00 Sq. Ft.	6,546.63 USD
Facility Condition Assessment	411,479.00 Sq. Ft.	48,373.47 USD
Special Focus-Facility Condition Assessment	51,301.00 Sq. Ft.	7,395.04 USD
Enterprise Project Management	One-Time	10,875.60 USD
		Subtotal: 90,029.35 USD
Total Initial Investment		90,029.35 USD

Additional Information for Amendment

Colorado Certificate of Good Standing

PERA Questionnaire

Insurance Certificate

**For this Record...**

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Get a certificate of good standing
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Subscribe to text notification
Unsubscribe from text notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Name	Brightly Software, Inc.		
Status	Good Standing	Formation date	08/30/2018
ID number	20181690023	Form	Foreign Corporation
Periodic report month	August	Jurisdiction	Delaware
Principal office street address	11000 Regency Pkwy Ste 400, Cary, NC 27518, US		
Principal office mailing address	11000 Regency Pkwy Ste 400, Cary, NC 27518, US		

Registered Agent	
Name	C T Corporation System
Street address	7700 E ARAPAHOE RD STE 220, CENTENNIAL, CO 80112-1268, United States
Mailing address	7700 E ARAPAHOE RD STE 220, CENTENNIAL, CO 80112-1268, United States

[Filing history and documents](#)[Get a certificate of good standing](#)[Get certified copies of documents](#)[File a form](#)[Set up secure business filing](#)[Subscribe to email notification](#)[Unsubscribe from email notification](#)[Subscribe to text notification](#)[Unsubscribe from text notification](#)[Back](#)[Terms & conditions](#) | [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,

Brightly Software, Inc.

is an entity formed or registered under the law of Delaware, 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 20181690023.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 05/17/2023 that have been posted, and by documents delivered to this office
electronically through 05/19/2023 @ 14:26:22.

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 05/19/2023 @ 14:26:22 in accordance with applicable law.
This certificate is assigned Confirmation Number 14992011.



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

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

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

Company Name: Brightly Software Inc.
 Authorized Signature: Kelly Caputo Title: General Counsel
 Printed Name: Kelly Caputo Date: 7/6/2022 | 6:22:11 AM PDT

ADD GENERAL LIABILITY INSURANCE



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$30,086.00 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURCHASE OF BLEACHERS - JOE SANTOS FIELD AT RAY AGUILERA PARK A GOVERNMENT PROJECT AS AUTHORIZED BY SECTION 603(C)(1) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

SUMMARY:

This Resolution authorizes the transfer of funds in the amount of \$30,086.00 for purchase of bleachers for Joe Santos Field at Ray Aguilera Park. This transfer is authorized by Section 603 (C)(1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

In 2019, all bleachers were removed from the City ball fields due to COVID-19. Since their removal, it was determined that the bleachers did not meet minimum safety height requirements and would require guardrails.

On May 22, City Council requested to the Mayor that City staff explore the cost of spectator bleacher replacements for Joe Santos Field at Ray Aguilera Park. Staff completed research and provided recommendations to Purchasing Department and Mayor.

The bleacher replacements will be part of a City recreation facility located in a Qualified Census Tract and an eligible use of ARPA funds. 31C.F.R. (b)(3)(ii)(A)(11)(ii).

FINANCIAL IMPLICATIONS:

Funding in the amount of \$30,086.00 is available and will be paid out of Project CI2113 – American Rescue Plan.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to authorize the ARPA funds for the purchase of the bleachers.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. SalesQuote_05242301CO Kay Park Bleachers

RESOLUTION NO. 15261

A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$30,086.00 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURCHASE OF BLEACHERS - JOE SANTOS FIELD AT RAY AGUILERA PARK A GOVERNMENT PROJECT AS AUTHORIZED BY SECTION 603(C)(1) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The transfer of funds in the amount of \$30,086.00 is hereby authorized from Project CI2113 – American Rescue Plan Act for the purchase of bleachers - Joe Santos Field at Ray Aguilera Park.

SECTION 2.

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

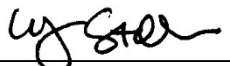
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: June 12, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Kay Park Recreation

Making People Places, People Friendly Since 1954

Sales@kaypark.com; www.kaypark.com
1301 Pine Street
Janesville, IA 50647-1028
Phone: 800-553-2476; Fax: 319-987-2127

Sales Quote

Page 1 of 1

Quote ID: 05242301CO
Quote Date: 05/24/2023
Date Printed: 05/24/2023
Prepared By: KAMMEYER, BROOKLYN

XDIRECT

Quote To: PUEBLO PARKS & REC DEPARTMENT

Ship To:

PUEBLO, CO 81005

Contact: MICHAEL SEXTON

Carrier: ESTES

Phone:

Payment Terms:

Fax:



24 Hour Call Ahead

E-Mail: msexton@pueblo.us

Liftgate

WEB

**

Residential Delivery

CITYPK

Item	Model and Description (Below)	Color Information (If Applicable)	List Price	Disc (%)	Net Price	Qty	Item Total
1.	BLA5A15V4F4 5 ROW ALM BLEACHER W/ALM PLANK 15' W/VERT 4" RAIL & FTBDS		\$6,210.00	10.00 %	\$5,589.00	5	\$27,945.00

TOTAL SAVINGS IF YOU ORDER IN NEXT FIVE DAYS!

\$3,105.00

Total Weight: 5315 Lbs.

*Please note we will need a copy of you tax exemption certificate upon ordering, thank you!

Sub-Total: \$27,945.00
Shipping/Handling: \$2,141.00

Total Amount: \$30,086.00

Freight charges do not include off loading unless liftgate is checked.

Freight charges may vary due to fuel surcharges.

Site preparation and assembly not included.

Due to volatile material costs quotes are only good for 15 days.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 12, 2023

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 \$22,515.82 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 510 W D STREET, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 510 W D St.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine inspection in the sewer main near 510 W. D St., they discovered a pipe size change close to the upstream end of the main and they could not make it through the entire main in either direction because the other end of the main was an inspection pipe (IP). In addition, there appeared to be a large void at the IP as well as a broken pipe segment. An emergency repair was necessary to remove and replace the different pipe size segment and the IP with a 48" manhole.

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

The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related

Total: \$ 18,675.82 83%

Surface Improvement Related

Total: \$ 3,840.00 17%

Grand Total: \$ 22,515.82 100%

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:

None

RESOLUTION NO. 15262

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$22,515.82 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 510 W D STREET, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

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

WHEREAS, the point repair work was awarded to 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 510 W D St with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$22,515.82.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract and the contract change order in the amount of \$11,170.82 are hereby ratified.

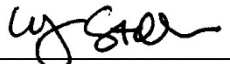
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 12, 2023

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: June 12, 2023

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 \$17,172.74 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1127 CATALPA ST, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 1127 Catalpa St.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While performing a TVI inspection in the sewer main in the alley between Catalpa St and East Beech St on Joplin Ave, the Wastewater Department collection crew discovered two large holes in the main on either end of the pipe segment. These holes will further deteriorate the pipe, increase the chance of collapse and immediate backup in the main. An emergency repair was necessary to repair the holes, 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

Total:	\$	12,884.24	75%
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Surface Improvement Related

Total:	\$	4,288.50	25%
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Grand Total:	\$	17,172.74	100%
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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. 06-12-23 1127 Catalpa St Emergency Point Repair Attachment

RESOLUTION NO. 15263

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$17,172.74 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1127 CATALPA ST, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

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

WHEREAS, the point repair work was awarded to 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 1127 Catalpa St with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$17,172.74.

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 \$4,471.74 are hereby ratified.

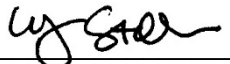
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 12, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair					1127 Catalpa St Estimate		
Date: 3/9/2023					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	Description	Estimated					
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF	25	\$ 3,575.00	\$ 8,800.00	\$ 2,875.00
		>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	16	\$ 1,520.00	\$ 1,088.00	\$ 1,520.00
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
12	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
15	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
16	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
17	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF	40	\$ 600.00	\$ 1,040.00	\$ 530.00
		>100	SF		\$ -	\$ -	\$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF	10	\$ 550.00	\$ 600.00	\$ 450.00
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY	8	\$ 1,320.00	\$ 2,280.00	\$ 1,336.00
		21-100	CY		\$ -	\$ -	\$ -
		>100	CY		\$ -	\$ -	\$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR			\$ -	\$ -	\$ -
21	Remove and Replace 48" Diameter Manhole	EA		1	\$ 4,000.00	\$ 6,100.00	\$ 4,340.00
22	Remove and Replace 60" Diameter Manhole	EA			\$ -	\$ -	\$ -
23	Reinstate Services	EA			\$ -	\$ -	\$ -
24	Mobilization	LS		1	\$ 1,500.00	\$ 1,750.00	\$ 1,650.00
				Total	\$ 13,065.00	\$ 21,658.00	\$ 12,701.00
				With Contingency	\$ 15,678.00	\$ 25,989.60	\$ 15,241.20

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 5/8/2023 Page 1 of 1

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
1127 Catalpa St

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

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (21-100LF)		\$690.00
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (<20LF)	(\$1,520.00)	
3	REMOVE AND REPLACE 4" CONCRETE (21-100SF)	(\$530.00)	
4	REMOVE AND REPLACE STANDARD CURB AND GUTTER		\$225.00
5	INSTALL EXTRA LEAN CONCRETE (FLOWFILL)(1-20CY)		\$1,336.00
8	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (21-100LF)		\$1,725.00
9	REMOVE AND REPLACE 7" REINFORCED CONCRETE (21-100SF)		\$1,120.00
10	MILLINGS AND TRUCKING		\$768.50
11	TRAFFIC CONTROL		\$657.24
TOTAL (Decrease) / Increase		(\$2,050.00)	\$6,521.74

Net Adjustment This Change Order	\$	4,471.74
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	12,701.00
Total Adjusted Contract Amount To Date	\$	17,172.74

Reason For Change: Actual Field Quantities.

The time provided for completion of the contract is changed by 0 calendar days.

This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date: _____

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
1127 Catalpa St





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 12, 2023

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 \$15,577.93 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1016 BLUESTEM BOULEVARD, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 1016 Bluestem Blvd.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

During routine inspection of sewer mains, the Wastewater Department collection crew discovered a root ball pulled out of the upstream side of the manhole in the main near 1016 Bluestem Blvd. After cutting the root ball out, they discovered the line was a dead end and it was not plugged causing a large void to develop at the end of the pipe. An emergency repair was necessary to repair this defect by removing the existing manhole and installing a new manhole where the dead end was located.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which three contractors were qualified via competitive bid. An estimate was prepared, and K.R. Swerdfeger Construction, Inc. was the low bidder but could not perform the work. The project was awarded to the next low bidder, Parker Excavating.

The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related

Total: \$ 13,772.93 88%

Surface Improvement Related

Total: \$ 1,805.00 12%

Grand Total: \$ 15,577.93 100%

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:

None

RESOLUTION NO. 15264

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$15,577.93 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1016 BLUESTEM BOULEVARD, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

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

WHEREAS, the point repair work was awarded to 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 1016 Bluestem Blvd with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$15,577.93.

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 \$5,179.93 are hereby ratified.

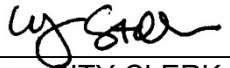
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 12, 2023

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: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-18) TO LA GENTE YOUTH SPORTS, INC., FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG JUAN MADRID AVENUE BETWEEN EAST 12TH STREET AND EAST 13TH STREET FOR THE PURPOSE OF FACILITATING THEIR ANNUAL SOFTBALL TOURNAMENT JULY 21 THROUGH JULY 24, 2023.

SUMMARY:

Attached is a resolution authorizing the issuance of a revocable permit submitted by La Gente Youth Sports, Inc., for their annual softball tournament.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

La Gente Youth Sports, Inc., has submitted a revocable permit (REV-23-18) application requesting to close Juan Madrid Avenue between East 12th Street and East 13th Street for the purpose of facilitating a softball tournament taking place July 21-24, 2023.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting their softball tournament.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT 23-18

RESOLUTION NO. 15265

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-18) TO LA GENTE YOUTH SPORTS, INC., FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG JUAN MADRID AVENUE BETWEEN EAST 12TH STREET AND EAST 13TH STREET FOR THE PURPOSE OF FACILITATING THEIR ANNUAL SOFTBALL TOURNAMENT JULY 21 THROUGH JULY 24, 2023.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-23-18) is authorized to be issued to La Gente Youth Sports, Inc., for the use of the right-of-way on Juan Madrid Avenue between East 12th Street and East 13th Street for their annual softball tournament.

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: June 12, 2023

BY: Vicente Martinez Ortega
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: **La Gente Youth Sports, Inc. 2804 East 12th Pueblo, Colorado 81001 719-406-9200 800 Goodnight, Pueblo Colorado 81005**
2. Permitted Area: **Close the 1200 block of Juan Madrid Ave.**
3. Purpose of Revocable Permit: **Close the 1200 block of Juan Madrid Ave. for St. Anne's softball tournament**
4. Commencement Date: **July 21, 2023** Time: **6:00AM**
5. Ending Date: **July 24, 2023** Time: **8:00AM**

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 1st day of May, 2023.

PERMITTEE:

Organization or
Individual:

By:

Title:

La Gente Youth Sports, Inc
Zachary Valdez
Executive Director

STATE OF COLORADO)

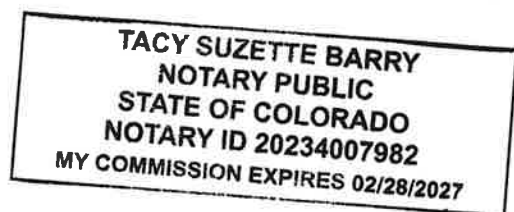
COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 1st day of May, 2023 by
Zachary Valdez as Executive Director.

My commission expires: 02/28/2027

Tacy Suzette Barry
Notary Public

APPROVED this 1st day of May, 2023
PUEBLO, a Municipal Corporation



By _____

Nicholas A. Gradisar, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Lisa Macchietto, Assistant City Attorney

SUBJECT: A RESOLUTION APPROVING A RELEASE OF DEED OF TRUST BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MATRIXX MARKETING, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Resolution approves the release of a Deed of Trust lien dated December 4, 1997, which secured an employment commitment made by Matrixx Marketing, Inc. ("Matrixx"), in exchange for the transfer of ownership of commercial real property located at 1228 East Orman Avenue, Pueblo, Colorado.

PREVIOUS COUNCIL ACTION:

On October 27, 1997, Council approved Resolution No. 8253 which approved an Agreement dated December 31, 1995 (the "Agreement"), between the City, Pueblo Development Foundation ("PDF"), and Matrixx. This Agreement authorized the release of a prior Deed of Trust lien which secured a promissory note, dated June 22, 1989, in the original amount of \$548,546.54, forgave and discharged any remaining amounts due under the promissory note, and approved a commitment by Matrixx to increase the number of employees in its local workforce for a period of five (5) years from the date of the Agreement.

BACKGROUND:

In the Agreement, Matrixx committed to employ at the Property for a period of five (5) years from December 31, 1995, 210 full-time employees in addition to the 677 full-time employees previously employed for a total of 887 full-time employees, and 90 part-time employees in addition to the 530 part-time employees previously employed at the Property for a total of 620 part-time employees. In exchange for this commitment, ownership of the Property was transferred to Matrixx and Matrixx's enhanced employment commitment was secured by a Deed of Trust lien on the Property between City and Matrixx dated December 4, 1997.

Matrixx, and its successor in interest Concentrix Corporation, have satisfied the employment commitment memorialized in the Agreement. Therefore, a release of the Deed of Trust lien securing that obligation is appropriate.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Not applicable to this Resolution.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Release of Deed of Trust -- Matrixx (final)

RESOLUTION NO. 15266

A RESOLUTION APPROVING A RELEASE OF DEED OF TRUST BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MATRIXX MARKETING, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City previously acquired and then transferred title to the herein described real property ("Property") to Pueblo Development Foundation ("PDF") for lease to WATS Marketing of America, Inc. ("WATS"), and

WHEREAS, PDF entered into a lease of the Property with WATS; and

WHEREAS, MATRIXX Marketing, Inc., the successor in interest to WATS, conducted and operated a business on the Property and committed to employ at the Property for a period of five years from December 31, 1995, 210 full-time employees in addition to the 677 full-time employees previously employed for a total of 887 full-time employees, and 90 part-time employees in addition to the 530 part-time employees previously employed at the Property for a total of 620 part-time employees ("Employment Commitment"); and

WHEREAS, MATRIXX Marketing, Inc., thereafter undertook a series of corporate name changes, beginning on October 8, 1998, when it became Convergys Customer Care Management Group Inc.; until becoming Concentrix CVG Customer Management Group, Inc. (hereinafter "Concentrix") on October 25, 2018, as it is known today; and

WHEREAS, in return for the Employment Commitment PDF conveyed title to the Property to Concentrix and the City canceled PDF's Promissory Note, dated June 22, 1989, payable to the City in the original principal amount of \$548,546.54 and released City's Deed of Trust lien on the Property, recorded August 28, 1989, which secured payment of PDF's Promissory Note, in effect transferring the Property to Concentrix free and clear of City's monetary lien in consideration of Concentrix's Employment Commitment; and

WHEREAS, Concentrix's Employment Commitment was memorialized in an Agreement between PDF, City, and Concentrix, dated December 31, 1995 (the "Agreement"), and approved by Resolution No. 8253, and secured by a Deed of Trust lien on the Property between City and Concentrix dated December 4, 1997; and

WHEREAS, the Property is described as follows: Lots 1 to 11, inclusive, and Lots 14 to 26, inclusive, Block 54, Town of Bessemer, an addition to the City of Pueblo, together with all vacated alleys in said Block 54 lying between and adjoining Lots 1 to 11, inclusive, and lots 16 to 26, inclusive, Pueblo County, Colorado; street address: 1228 East Orman Avenue, Pueblo, Colorado; and

WHEREAS, pursuant to the Agreement Concentrix had a repayment obligation to the City for any failure to fulfill the Employment Commitment for five (5) years from December 31, 1995; and

WHEREAS, Concentrix's repayment obligation under the Agreement was deemed to be a debt, and the performance and payment of any such repayment obligation, and the Employment Commitment and other obligations under the Agreement, were secured by a Deed of Trust on the Property dated December 4, 1997, recorded in Book 3076, Page 802, at Reception number 1201721 of the Pueblo County records ("Deed of Trust"); and

WHEREAS, Concentrix has fully and finally satisfied and fulfilled all of its obligations under the Agreement, and a release of the City's Deed of Trust lien is appropriate; and

WHEREAS, the Agreement is the "Agreement" specified in the Deed of Trust; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

All of Concentrix's obligations under the Agreement, including without limitation, any payment obligations and Concentrix's Employment Commitment, are hereby deemed fully and finally satisfied. The Agreement is hereby cancelled and discharged.

SECTION 2.

The Mayor is authorized to execute and deliver to the Public Trustee of the County of Pueblo, Colorado a request for a release of the Deed of Trust.

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 transactions described therein, including obtaining a bond or the execution and delivery of any document reasonably requested by Concentrix necessary to effectuate a release of the Deed of Trust, provided that any such document is pre-approved by the City Attorney.

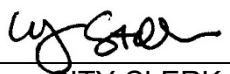
SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: June 12, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Original Note and Deed of Trust Returned to:
WHEN RECORDED RETURN TO: City Law Department, 1 City Hall Place, 3rd Floor, Pueblo, CO 81003
Prepared/Received by: City Law Department

REQUEST FOR FULL ☒ / PARTIAL ☐
RELEASE OF DEED OF TRUST AND RELEASE BY HOLDER OF THE EVIDENCE OF DEBT WITH PRODUCTION OF
EVIDENCE OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

_____, 2023	Date
Matrixx Marketing, Inc.	Original Grantor (Borrower)
201 East Fourth Street, Cincinnati, Ohio 45202	Current Address of Original Grantor, Assuming Party, or Current Owner
☐ Check here if current address is unknown	
City of Pueblo, Colorado, a Colorado municipal corporation	Original Beneficiary (Lender)
December 04, 1997	Date of Deed of Trust
December 24, 1997/Re-Recorded January 21, 1998	Date of Recording and/or Re-Recording of Deed of Trust
BOOK 3068 AT PAGE 587/BOOK 3076 AT PAGE 802	Recording Information
County Rcpt. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.	

TO THE PUBLIC TRUSTEE OF Pueblo COUNTY (The County of the Public Trustee who is the appropriate
grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured
by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard
to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that
portion of the real property described as: **(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE)**

City of Pueblo, Colorado, One City Hall Place, 2nd Floor, Pueblo, CO 81003
Name and Address of Current Holder of the Evidence of Debt Secured by Deed of Trust (Lender)

Nicholas A. Gradisar, Mayor, One City Hall Place, 2nd Floor, Pueblo, CO 81003
Name, Title and Address of Officer, Agent, or Attorney of Current Holder

Signature	Signature
State of Colorado , County of Pueblo	
The foregoing Request for Release was acknowledged before me on , 2023 (date) by* (Notary seal)	
Nicholas A. Gradisar, Mayor of the City of Pueblo, Colorado	
_____ Date Commission Expires	
*If applicable, insert title of officer and name of current holder	Notary Public Witness my hand and official seal

RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public
Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to
therein; and
WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust
has been fully or partially satisfied according to the written request of the current holder of the evidence of debt;
NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged,
I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust
or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances thereto belonging.

(Public Trustee use only;
use appropriate label)

(Public Trustee’s Seal)

Public Trustee	Date
Deputy Public Trustee	Date

(If applicable: Notary Seal)

(If applicable, Name and Address of Person Creating New Legal Description as Required by § 38-35-106.5, Colorado Revised Statutes.)



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 12, 2023

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 MIKE CASTELLUCCI AND GEORGIA WAY TO THE ZONING
BOARD OF APPEALS

SUMMARY:

This Resolution confirms the appointment by the Mayor of members to the Zoning Board of Appeals to serve a four-year term expiring June 30, 2027.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the Zoning Board of Appeals selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the term expirations of Mike Castellucci and Georgia Way, there are two spots available to serve a four-year term expiring June 30, 2027 on the Zoning Board of Appeals.

FINANCIAL IMPLICATIONS:

Members of the Zoning Board of Appeals receive \$25.00 for each regular or special meeting attended. The Chairman of the Board receives as additional compensation the sum of \$50.00 per month for each month of service as Chairman. These monies are allocated in the Planning and Community Services annual budget.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from the agenda and re-advertise for additional applications

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15267

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF MIKE CASTELLUCCI AND GEORGIA WAY TO THE
ZONING BOARD OF APPEALS

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Mike Castellucci and Georgia Way to the Zoning Board of Appeals to serve a four-year term expiring June 30, 2027; NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Mike Castellucci and Georgia Way are hereby reappointed to the Zoning Board of Appeals to serve a four-year term expiring June 30, 2027.

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: June 12, 2023

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 12, 2023

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 MIKE CASTELLUCCI AND GEORGIA WAY TO THE ZONING
BOARD OF APPEALS

SUMMARY:

This Resolution confirms the appointment by the Mayor of members to the Zoning Board of Appeals to serve a four-year term expiring June 30, 2027.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the Zoning Board of Appeals selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the term expirations of Mike Castellucci and Georgia Way, there are two spots available to serve a four-year term expiring June 30, 2027 on the Zoning Board of Appeals.

FINANCIAL IMPLICATIONS:

Members of the Zoning Board of Appeals receive \$25.00 for each regular or special meeting attended. The Chairman of the Board receives as additional compensation the sum of \$50.00 per month for each month of service as Chairman. These monies are allocated in the Planning and Community Services annual budget.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from the agenda and re-advertise for additional applications

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15267

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF MIKE CASTELLUCCI AND GEORGIA WAY TO THE
ZONING BOARD OF APPEALS

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Mike Castellucci and Georgia Way to the Zoning Board of Appeals to serve a four-year term expiring June 30, 2027; NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Mike Castellucci and Georgia Way are hereby reappointed to the Zoning Board of Appeals to serve a four-year term expiring June 30, 2027.

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.

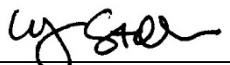
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: June 12, 2023

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: June 12, 2023

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 ALEXANDRA AZNAR AND MIKE CASTELLUCCI TO SERVE A FOUR-YEAR TERM EXPIRING JULY 1, 2027 ON THE PLANNING & ZONING COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of a member to the Planning & Zoning Commission to serve a four-year term expiring July 1, 2027.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the Planning & Zoning Commission selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the term expirations of Alexandra Aznar and Mike Castellucci, there are two spots available to serve a four-year term expiring July 1, 2027 on the Planning & Zoning Commission.

FINANCIAL IMPLICATIONS:

Planning and Zoning Commission Members receive as compensation \$25.00 for each regular or special meeting attended. The Chairman of the Board receives as additional compensation the sum of \$50.00 per month for each month of service as Chairman. These monies are allocated in the Planning and Community Development's annual budget.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from the agenda and re-advertise for additional applications.

RECOMMENDATION:

proval of the Resolution

ATTACHMENTS:

None

RESOLUTION NO. 15268

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ALEXANDRA AZNAR AND MIKE CASTELLUCCI TO SERVE A FOUR-YEAR TERM EXPIRING JULY 1, 2027 ON THE PLANNING & ZONING COMMISSION

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Alexandra Aznar and Mike Castellucci to the Planning and Zoning Commission to serve a four-year term expiring July 1, 2027; NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Alexandra Aznar and Mike Castellucci are hereby reappointed to the Planning and Zoning Commission to serve a four-year term expiring July 1, 2027.

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.

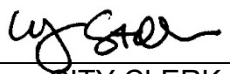
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: June 12, 2023

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: June 12, 2023

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 LAURA GETTS, ALAN WARD, AND JOHN VIGIL TO SERVE A FOUR-YEAR TERM EXPIRING JUNE 30, 2027 ON THE ENERGY ADVISORY COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of members to the Energy Advisory Commission to serve a four-year term expiring June 30, 2027.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the Energy Advisory Commission selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the term expirations of Laura Getts, Tyler Surat, John Vigil, David Lucas, and Alan Ward; the resignations of Marty Adams and Woody Percival, and the removals of Josh Montelongo, Adam Haman, and Monica Younger, there are ten vacancies on this board.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from the agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15269

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF LAURA GETTS, ALAN WARD, AND JOHN VIGIL TO SERVE A FOUR-YEAR TERM EXPIRING JUNE 30, 2027 ON THE ENERGY ADVISORY COMMISSION

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Laura Getts, John Vigil, and Alan Ward to the Energy Advisory Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Laura Getts, John Vigil, and Alan Ward to the Energy Advisory Commission to serve a four-year term expiring June 30, 2027 shall be and is hereby confirmed by the City Council.

SECTION 2.

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

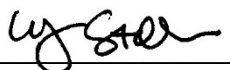
SECTION 3.

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

INTRODUCED: June 12, 2023

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: June 12, 2023

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 ROBERT HIDALGO TO COMPLETE A THREE-YEAR TERM EXPIRING ON SEPTEMBER 30, 2023 ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Robert Hidalgo to complete a three-year term expiring on September 30, 2023 on the Pueblo Memorial Airport Advisory Committee.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the Pueblo Memorial Airport Advisory Committee selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the resignation of Jay Rice, 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:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15270

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF ROBERT HIDALGO TO COMPLETE A THREE-
YEAR TERM EXPIRING ON SEPTEMBER 30, 2023 ON THE
PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council
of his appointment of Robert Hidalgo to the Pueblo Memorial Airport Advisory Committee; NOW,
THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Robert Hidalgo to the Pueblo Memorial Airport
Advisory Committee to complete a three-year term expiring September 30, 2023 shall be and is
hereby confirmed by the City Council.

SECTION 2.

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

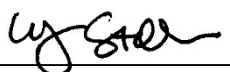
SECTION 3.

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

INTRODUCED: June 12, 2023

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: June 12, 2023

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 ANDREA ARAGON TO SERVE A FIVE-YEAR TERM EXPIRING JULY 1, 2028 ON THE HOUSING AUTHORITY OF THE CITY OF PUEBLO BOARD OF DIRECTORS

SUMMARY:

This resolution confirms the appointment by the Mayor of Andrea Aragon to serve a fiveyear term expiring July 1, 2028 on the Housing Authority of the City of Pueblo Board of Directors.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the Housing Authority of the City of Pueblo Board of Directors selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the term expiration of Andrea Aragon, there is one spot available to serve a five-year term expiring July 1, 2028, on the Housing Authority of the City of Pueblo Board of Directors. Andrea Aragon is eligible for reappointment. Following an announcement on the City's webpage, social media, and in the Pueblo Chieftain seeking volunteers to serve on this committee, applications were received from seven individuals. The Mayor recommends the reappointment of Ms. Aragon.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15271

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF ANDREA ARAGON TO SERVE A FIVE-YEAR TERM
EXPIRING JULY 1, 2028 ON THE HOUSING AUTHORITY OF
THE CITY OF PUEBLO BOARD OF DIRECTORS

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Andrea Aragon to the Housing Authority of the City of Pueblo Board of Directors; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Andrea Aragon to the Housing Authority of the City of Pueblo Board of Directors to serve a five year term expiring July 1, 2028 shall be and is hereby confirmed by the City Council.

SECTION 2.

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

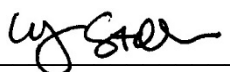
SECTION 3.

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

INTRODUCED: June 12, 2023

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: June 12, 2023

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 ZOLANYE MCCULLEY-BACHICHA TO SERVE A FIVE-YEAR TERM
EXPIRING JULY 1, 2028 ON THE BOARD OF HEALTH

SUMMARY:

This Resolution confirms the appointment by the Mayor of Zolanye McCulley-Bachicha to serve a five-year term expiring July 1, 2028 on the Board of Health as a City Appointment.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the Board of Health selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the term expiration of Dr. Michael Nerenberg, there is one spot available for a resident of the City to serve a five-year term expiring July 1, 2028, on the Board of Health. Dr. Nerenberg is moving and will not reapply. Following an announcement on the City's webpage, social media, and in the Pueblo Chieftain seeking volunteers to serve on this committee, applications were received from six individuals. Mayor Gradisar recommends the appointment of Ms. McCulley-Bachicha.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15272

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF ZOLANYE MCCULLEY-BACHICHA TO SERVE A
FIVE-YEAR TERM EXPIRING JULY 1, 2028 ON THE BOARD OF
HEALTH

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of the following Zolanye McCulley-Bachicha to the Board of Health – City Appointment to serve a five-year term expiring July 1, 2028; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Zolanye McCulley-Bachicha to the Board of Health to serve a five-year term expiring July 1, 2028 shall be and is hereby confirmed by the City Council.

SECTION 2.

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

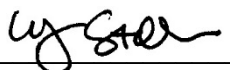
SECTION 3.

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

INTRODUCED: June 12, 2023

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: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Robert Jagger, Deputy City Attorney

SUBJECT: A RESOLUTION APPOINTING A PANEL OF ARBITRATORS
REQUIRED BY SECTION 8-14(S)(3) OF THE CHARTER OF THE CITY
OF PUEBLO

SUMMARY:

The proposed Resolution appoints a panel of arbitrators from which one arbitrator is selected to make binding decisions with respect to all issues not resolved during negotiation of any successor labor agreement with the police and fire bargaining units.

PREVIOUS COUNCIL ACTION:

This list has been amended previously by resolution of City Council in 2006, 2009, 2014 and 2016.

BACKGROUND:

The City Charter amendments adopted by vote of the people on November 3, 1998, require that any issues which are not settled through negotiations between the City of Pueblo and the sole and exclusive bargaining agents for the police and fire bargaining units are to be resolved by decision of an arbitrator rather than by a vote of the people. The Charter amendments also require that the City Council establish a panel of at least three (3) arbitrators from which the arbitrator is chosen to resolve such disputes.

The City's current panel consists of the following arbitrators:

Lawrence T. Holden
M. David Vaughn
Thomas F. Levak
Marshall A. Snider
Robert G. Stein
Mario F. Bognanno

Unfortunately, arbitrators Mario F. Bognanno and Robert G. Stein are not available to serve on the panel. Following review and recommendation of Fisher and Phillips, LLP, a national law firm with significant experience in the area of public sector labor relations, arbitrators Howell L. Lankford and Mark W. Suardi are hereby recommended to replace said arbitrators.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

The citizens of the City are generally the parties most likely affected by the selection of the panel of arbitrators, and the citizens previously determined such issues before the 1998 Charter amendment. Although no public input was obtained, the proposed arbitrators were selected based upon their experience and ability to apply and construe all Charter factors.

ALTERNATIVES:

If the Resolution is not approved, a Resolution will need to be passed with an amended panel of arbitrators removing Mario F. Bognanno and Robert G. Stein prior to the first negotiation session between the parties which would generally occur in June of 2023.

RECOMMENDATION:

City administration recommends approval of this Resolution.

ATTACHMENTS:

1. Arbitrator biographies

RESOLUTION NO. 15273

A RESOLUTION APPOINTING A PANEL OF ARBITRATORS
REQUIRED BY SECTION 8-14(S)(3) OF THE CHARTER OF THE
CITY OF PUEBLO

WHEREAS, the City charter amendments adopted by a vote of the people on November 3, 1998, require that any issues which are not settled through negotiations between the City of Pueblo and the sole and exclusive bargaining agents for the police and fire bargaining units are to be resolved by decision of an arbitrator rather than by vote of the people; and

WHEREAS, those Charter amendments also require that the City Council establish a panel of at least three (3) arbitrators from which the arbitrator is chosen to resolve a dispute; and

WHEREAS, the City Charter provides that the Council may add and remove names to the list at any time; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The following persons are appointed and shall constitute the panel of arbitrators under Section 8-14(s)(3) of the City Charter:

Lawrence T. Holden
M. David Vaughn
Thomas F. Levak
Marshall A. Snider
Howell L. Lankford
Mark W. Suardi

SECTION 2.

All prior resolutions creating, appointing or amending a panel of arbitrators under Section 8-14(s)(3) of City Charter are hereby rescinded.

SECTION 3.

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

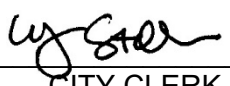
SECTION 4.

This Resolution including the appointments hereunder made shall become effective immediately upon final passage.

INTRODUCED: June 12, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Howell L. Lankford, NAA

Occupation: Labor-management arbitrator and mediator.

Contact: P.O. Box 22331, Milwaukie, OR 97269-0331; (503)349-3842, hll@iname.com.

Organizations, publications: Past Member of the Board of Governors (2011-13), past Membership Chair (2019-2022), and Past Regional Chair of the National Academy of Arbitrators. Past Chair of the Oregon State Bar Labor & Employment Law Section. Past Editor of the *Washington Labor Law Digest*. Past Editor of the annual University of Oregon PERC *Casebooks* and of the LERC *Monograph* series, including *Individual Statutory Rights of Represented Employees*. Author of the Oregon State Bar CLE chapter on enforcing public sector collective bargaining agreements in *Labor & Employment Law*, 1990, 1994, 1997, 2002 and 2012.

Experience as a neutral: Full time private practice as a neutral in labor relations since 1984. (1979-1984: ALJ for the Oregon Employment Relations Board.) Grievance arbitration, mediation, and factfinding cases involving (1) cause for discipline and discharge and (2) a range of contract interpretation issues including arbitrability, evaluation, RIF, seniority, subcontracting, safety, discrimination and harassment, FLSA, FMLA, disability, alcohol & substance abuse & testing, overtime, salary administration, classification, fringe benefits, assignment and transfer, incentives, union security & fees, etc. Interest arbitration cases in police, fire, corrections, communications, transit, & inland waterway units and in the private and federal sectors. Police Internal Affairs Auditor for the City of Eugene, Oregon (2001-2005).

Prior experience: Truck driver, dispatcher, carpenter, asst. restaurant manager, disability agent, personnel agent, Asst. Professor of Philosophy (University of Alabama), Attorney (now inactive), Deputy Labor Relations Counsel for Multnomah County, Oregon.

Education: J.D., University of Oregon, 1977; M.A., K. Phl., Northwestern University, (Evanston, Illinois) 1968; B.A., Reed College, 1965.

Public lists: AAA; FMCS; Oregon ERB; Washington PERC; Montana BPA; Hawaii HLRB.

Current & recent private panels (a partial list): Oregon State Hospitals (nurse units) & AFSCME; Oregon Health Science University & AFSCME; State of Oregon & SEIU (sole State-wide classification dispute arbitrator); Univ. of Washington & SEIU; State Of Washington & WSEA (AFSCME); PacifiCorp & UW (Wyoming); FAA & NATCA (Pre-Arb.); State of Alaska & PSEA; State of Alaska and MM&P, State of Alaska and APEA; Boeing & IAM; Transdev Services & IBT; State of Oregon & SEIU (Home Care Workers, Adult Foster Care Workers, etc.); AT&T Mobility and CWA.

Fees: \$2,400 / (7 hour) day of grievance arbitration hearing, travel, research, study and writing time, plus costs if out of town overnight. \$2,800 per day for interest arbitration or grievance mediation. Cancellation and set over fees: one day's fee (at the rate for that case) per scheduled day of hearing if notice is received by my office less than 30 days prior to the scheduled beginning of the hearing. For hearings scheduled for 3-4 days, the minimum cancellation/set over notice period is sixty days; for 5 days or more it is ninety days.

(7/1/22)

1998 WL 1803311 (PERSONNET)

Personnet Arbitrators' Biographies

SUARDI, MARK W

Document Number: BIOIHS01329

January 02, 2001

SUARDI, MARK W

MARK W. SUARDI ESQ. FMCS-2563

Arbitrator's Statistics

MGT: 3 UNION: 1 SPLIT: 0

Email: msuardi@aol.com

Present Occupation: Attorney, Arbitrator&Mediator

Business Address: Home:

ERBS & ERBS, P.C. 8605 Green Springs Drive
1650 Des Peres Rd, Suite 135 St. Louis, Missouri 63123
St. Louis, Mo 63131 (314) 849-5366
(314) 821-0776 FAX (314) 821-9232
FAX (314) 821-9232

PROFESSIONAL AFFILIATIONS:

National Academy of Arbitrators
American Arbitration Association, Labor Roster
American Arbitration Association, Commercial/Employment Roster
Bar Association of Metropolitan St. Louis

EDUCATION:

JD Law St. Louis University 1976
BA Poli Sci University of Illinois 1973

CERTIFICATION:

Law Missouri 1976
Law Illinois 1977
Mediation USDC (E D Mo) 1997
Med/Arb Missouri 2001

ARBITRATION/MEDIATION/LABOR RELATIONS EXPERIENCE:

26 years experience in private practice of law. 70% of practice devoted to public and private sector dispute resolution as arbitrator. 10% of practice devoted to mediation of statutory and common law employment disputes. Arbitrated over 750 cases to decision. Mediated many employment lawsuits to settlement through local U.S. District Court program. Served as regional chair, National Academy of Arbitrators. Acted as Associate Professor of Business Law, St. Louis Community College. Participated

in various seminars and educational programs on alternative dispute resolution. Also serves on expedited arbitration panels. Remaining 20% of practice devoted to commercial law, real property law, trusts and estates.

INDUSTRIES:

Aerospace, alum, automotive, bakery, beverage, brewery, broadcasting, building products, cement, chemicals, clothing, coal, communications, construction, dairy, education, elec. equip., electronics, ent/arts, feed& fertilizer, food (manu./ proc./service), foundry, furniture, glass/pottery, grain mill, health care, hotels/motels/casinos/resorts, hospitals/nursing home, iron, lumber, machinery, maritime, metal fabrication, mining, nuclear energy, office workers/clerical, organizations, packaging, petroleum/ petrochemicals, pharmaceuticals, plastics, police and fire, printing and publishing, pulp&paper, railroads, refrigeration/ hvac, retail stores, shipbuilding/dry-dock, steel, stone/quarry, textile, transportation, trucking&storage, upholstering, utilities, warehousing.

ISSUES:

Absenteeism, arbitrability, bargaining unit work, conduct (off-duty/personal), demotion, discipline (non-discharge), discipline (discharge), discrimination (age, disability, race, sex), drug/alcohol offenses, fringe benefits (bonus, holidays, insurance, leave, vacation), grievance mediation, health/hospitalization, hiring practices, job performance, job posting/bidding, jurisdictional dispute, layoffs/bumping/recall, management rights, official time, past practices, pension and welfare plans, promotion, retirement, safety/health conditions, seniority, sexual harassment, strikes, lockouts, work stoppages, slowdowns, subcontracting/ contracting out, tenure/reappointment, union security), wages (cost-of-living pay, holiday pay, incentive pay, job classification & rates, overtime pay, severance pay, vacation pay, work hrs/scheds/assgnmts.), working conditions/work orders, violence or threats.

PERMANENT PANELS (PAST AND PRESENT):

Anheuser-Busch/IBT
KTVI-TV/IBEW
FAA/PASS
Owens-Ill/GMP
USPS/NALC (Regular)
Engineered Air Systems/Boilermakers
USPS/APWU (Expedited)
Brown Shoe Co/ACTWU

PUBLISHED CASES:

115 LA (BNA) 1745; 114 LA (BNA) 1771; 113 LA (BNA) 880; 112 LA (BNA) 300; 98-1 ARB&5141; 106 LA (BNA) 784; 106 LA (BNA) 484; 104 LA 555; 102 LA (BNA) 1016; 99 LA (BNA) 1033.

FEES:

PER DIEM FEE: \$800.00 **CANCELLATION FEE:** (See below)

Grievance Arbitration: \$800.00 per diem applies to hearing (one day minimum), research and preparation of opinion/award. Time for research and preparation is prorated at per diem rate.

Cancellation Policy: \$300.00 if cancelled or postponed within 24 hours of scheduled hearing date, \$250.00 if cancelled or postponed within 72 hours of scheduled hearing date, \$200.00 if cancelled or postponed within three (3) weeks of scheduled hearing date.

Interest Arbitration, Fact-Finding And Employment Mediation: \$200.00 per hour.

Travel Time: Prorated @ per diem rate.

Expenses: Bills for actual costs incurred, including airfare, car rental, food, lodging, mileage @ IRS expense rate, postage and copies.

1998 WL 1803311 (PERSONNET)

Print Document

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12

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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION TO AMEND RESOLUTION NO. 15242 TO CORRECT THE FINANCE PROJECT NUMBERS FROM WHICH FUNDS WILL BE PAID FOR PROJECT NO. 23-064, MISCELLANEOUS CONCRETE IMPROVEMENTS (CDBG)

SUMMARY:

This Resolution will amend the resolution authorizing the award of Contract No. 23-064 to Sunland Asphalt & Construction, LLC, correcting errors in the finance project numbers from which funds are to be paid for the project.

PREVIOUS COUNCIL ACTION:

City Council approved Resolution No. 15242 on May 22, 2023, awarding a construction contract to Sunland Asphalt & Construction, LLC., for Project No. 23-064 Miscellaneous Concrete Improvements (CDBG) in the amount of \$115,972.41, and setting aside \$11,597.59 for contingencies and additional work.

BACKGROUND:

When Resolution No. 15242 was originally drafted for presentation to City Council, the finance project accounts from which funds were to be paid were incorrectly entered as being paid from CI2009 - ADA Ramps - Citywide. The project scope, as awarded, includes work at two locations that will be funded from two different finance project accounts broken out as follows:

- Funds in the amount of \$99,956.51 (including contingencies and additional work) for East 5th Street Improvements shall be paid from account Project No. CD2009, ADA Ramps - Citywide.
- Funds in the amount of \$27,613.49 (including contingencies and additional work) for improvements near Rawlings Library shall be paid from account Project No. CD2213, Rawlings Library ADA Improvements.

This proposed Resolution will amend Resolution No. 15242 to correct the finance project account numbers from which funds will be paid for the project as specified above. No contract amendment is required and additional funding will not need to be budgeted and appropriated to the project.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$99,956.51 (including contingencies and additional work) for East 5th Street Improvements shall be paid from account Project No. CD2009, ADA Ramps - Citywide. Funds in the amount of \$27,613.49 (including contingencies and additional work) for improvements near Rawlings Library shall be paid from account Project No. CD2213, Rawlings Library ADA Improvements. The total value of the contract as awarded is \$115,972.41 and an additional \$11,597.59 was allocated for contingencies and extra work.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cause the incorrect finance project accounts to be charged for the completion of the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15274

A RESOLUTION TO AMEND RESOLUTION NO. 15242 TO CORRECT THE FINANCE PROJECT NUMBERS FROM WHICH FUNDS WILL BE PAID FOR PROJECT NO. 23-064, MISCELLANEOUS CONCRETE IMPROVEMENTS (CDBG)

WHEREAS, City Council approved Resolution No. 15242 on May 22, 2023, approving the award of a construction contract to Sunland Asphalt & Construction, LLC., for Project No. 23-064 - Miscellaneous Concrete Improvements (CDBG) - in the amount of \$115,972.41 and allocating \$11,597.59 for contingencies and additional work; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Section 4 of Resolution No. 15242 is hereby deleted in its entirety and amended to read as follows:

SECTION 4.

Funds in the amount of \$99,956.51 (including contingencies and additional work) for East 5th Street Improvements shall be paid from account Project No. CD2009, ADA Ramps - Citywide.

SECTION 2.

Section 5 of Resolution No. 15242 is hereby deleted in its entirety and amended to read as follows:

SECTION 5.

Funds in the amount of \$27,613.49 (including contingencies and additional work) for improvements near Rawlings Library shall be paid from account Project No. CD2213, Rawlings Library ADA Improvements.

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.

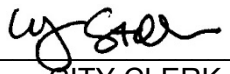
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 12, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

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 TO ESTABLISH PROJECT NO. WW2304, BUDGETING AND APPROPRIATING \$1,029,328 FROM PROJECT NO. WW9999 TO PROJECT NO. WW2304 AND APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$1,029,328 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE SECONDARY CLARIFIERS PROJECT.

SUMMARY:

This Ordinance accepts an agreement between the City of Pueblo and Brown and Caldwell, Inc. for consulting engineering services relating to the design of three secondary clarifiers

PREVIOUS COUNCIL ACTION:

On November 12, 2018, the City Council Approved Resolution No. 14081, selecting Brown and Caldwell, Inc as the Engineer of Record for the Wastewater Treatment Department.

BACKGROUND:

The Wastewater Department is requesting design services with respect to constructing three new clarifiers to comply with the conditions in the dewatering permit for the James D. Dilorio Water Reclamation Facility wells. The groundwater that is discharged from the wells has high concentrations of selenium and manganese. The new clarifiers will be built above the ground water level, so when maintenance is done on the clarifiers the groundwater does not have to be pumped down by the wells. The design will be used to apply for funding for this project both through the state revolving fund program and the federal WIFIA (Water Infrastructure Finance and Innovation Act) program.

FINANCIAL IMPLICATIONS:

The cost of the agreement with Brown and Caldwell to provide design services for the rehabilitation project will not exceed \$1,029,328. Funds will be appropriated from Projects to be Determined No. WW9999 to Project No. WW2304 from the Sewer Use Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative would cause the James R. Dilorio Water Reclamation Facility to be out of compliance with the dewatering permit and the State of Colorado to enforce the facility with fines and other penalties.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 06-12-23 Secondary clarifier project agreement

ORDINANCE NO.

AN ORDINANCE TO ESTABLISH PROJECT NO. WW2304, BUDGETING AND APPROPRIATING \$1,029,328 FROM PROJECT NO. WW9999 TO PROJECT NO. WW2304 AND APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$1,029,328 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE SECONDARY CLARIFIERS PROJECT.

WHEREAS, the Pueblo Wastewater Department operates a Water Reclamation Facility and collection system providing municipal wastewater treatment;

WHEREAS, consulting engineering services are required with respect to the design of three secondary clarifiers at the James R. Dilorio Water Reclamation Facility;

WHEREAS, Brown and Caldwell is the consulting Engineer of Record and is the most qualified to serve the Pueblo Wastewater Department for such project; NOW, THEREFORE,

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

SECTION 1.

An agreement by and between the City of Pueblo, a Municipal Corporation, and Brown and Caldwell, Inc., 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.

Work Performed under the Agreement may include, but not limited to, the following items:

1. Provide design specifications for the secondary clarifier project
2. Funding Support for both SRF and WIFIA

SECTION 3.

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 the same.

SECTION 4.

Funds for work performed under this agreement shall be from the Sewer User Fund Project No. WW9999 to be appropriated to project No. WW2304

SECTION 5.

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

SECTION 6.

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

Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
BROWN AND CALDWELL, INC.**

THIS AGREEMENT made and entered this _____ day of _____, 2023 by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner") and Brown and Caldwell, Inc., a California Corporation, 1697 Cole Boulevard, Golden, Colorado 80401, a professional engineering firm (hereinafter "Engineer") for Engineer to render certain professional engineering and related services for Owner in connection with **18-087 Wastewater Department Engineer of Record – Secondary Clarifier Improvements**, 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 and/or construction management] services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

- [n/a] - Study and Report Phase
- [x] - Preliminary Design (Schematic) Phase
- [n/a] - Final Design Phase
- [n/a] - Construction Documents & Bidding Phase
- [n/a] - 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, architectural, construction management and planning services as generally stated herein and as more specifically set forth in Schedule 1. Engineer shall also provide any landscape engineering, architectural, 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 in Schedule 1 – Scope of Services and as generally identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services. In the event of a conflict, the Scope of Services set forth in Schedule 1 shall prevail.

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 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 indicated in the attached Scope of Service (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 three (3) copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (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 three (3) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the Project during the Final Design Phase, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (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, Schedule 1, 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 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 three (3) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (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. Three (3) copies 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 (2013 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.

(f) Prepare and periodically update a Project Schedule for Owner's review and acceptance, which shall include the schedule for the performance of the Engineer's services and a construction schedule for the components of the work, including phasing of construction, and times for commencement and completion of the several construction contracts. In the Project Schedule, the Engineer shall coordinate and integrate the Engineer's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long lead times.

(g) Provide recommendations and information to Owner regarding the allocation of responsibilities for safety programs among contractors.

(h) Advise the Owner on Engineer's recommended division of the Project construction work into individual categories or work and separate contracts, and make recommendations as required so that the work of the several contractors is coordinated, all responsibilities have been assigned to the appropriate contract, the likelihood of jurisdictional disputes has been minimized and proper coordination has been provided for phased construction.

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 contracts for construction of the Project, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (Schedule 1):

I. Engineering Functions.

(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 general accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any observed 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 general 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 made periodic observations of the Project during construction and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in general accordance with the Drawings, Specifications and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Engineer shall, if so provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Engineer shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Engineer shall be final and binding on the Contractor and Owner, unless the Director of the Wastewater Department of the Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file his written objections thereto with the Engineer and Contractor.

II. Construction Management Functions by Engineer.

(a) Perform all duties and functions specifically identified to be performed by the Construction Manager under the terms of the construction contracts, if any.

(b) Provide administrative, management and related services to coordinate scheduled activities and responsibilities of the construction contractors with each other and with the Owner and the Engineer, including monitoring agreed-upon budgets and the Project Schedule based upon the executed Contract Documents.

(c) Schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. Engineer shall prepare and promptly distribute minutes of the meetings to the Owner and Contractors.

(d) Update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of items requiring long lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. Engineer shall update the Project construction schedule as needed to show current conditions. If any update indicates that the previously approved Project construction schedule may not be met, Engineer shall recommend corrective action to Owner.

(e) Consistent with the various bidding and contract documents, coordinate the sequence of construction and assignment of space in areas where contractors are or will be performing work.

(f) Observe performance of the contractors and recommend courses of action to the Owner when requirements of any contract are not being fulfilled.

(g) Monitor the approved estimate of construction cost for the Project, and show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with approved estimates. Advise the Owner of any variances between actual and estimated costs.

(h) Review the safety programs developed by each of the contractors solely for purpose of coordinating the safety programs with those of the other contractors. Engineer's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the contractors, subcontractors or others not directly employed by Engineer, including any health or safety programs and precautions required by such construction work. Engineer has no duty to inspect, observe, correct or report on health or safety deficiencies of the contractors.

(i) Schedule and coordinate the sequence of construction by and among the contractors in accordance with the contract documents and the latest approved Project construction schedule. Engineer's responsibility under this subsection shall not extend to direct control over or charge of the means, methods, techniques, sequences and procedures of any contractor necessary for completing all portions of the

construction work in accordance with the contract documents and any compliance with applicable laws and regulations.

(j) Maintain at the Project site for Owner one record copy of all contracts, plans, specifications, addenda, change orders, approved shop drawings, approved product data and approved submittals, and other documents in good order prepared in part on the basis of information compiled and furnished by others, and record drawings may not always represent the exact location, type of various components or exact manner in which Project was finally constructed, all of which shall be delivered to Owner upon completion of the Project or upon Owner's request. Engineer is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

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 in breach of applicable standards of care.

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner to the extent caused by Engineer's negligent act or omission.

(c) Engineer's professional responsibility shall comply with the generally accepted standard of care applicable to the type of engineering and architectural and construction management services provided in effect at the time services are rendered and 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 and shall provide all necessary safety equipment for said employees. Notwithstanding the foregoing, Engineer is not responsible for the health and safety duties of others, including compliance with health or safety programs and precautions.

(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 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. Engineer shall rely on information provided without verification unless otherwise agreed to in Schedule 1. Owner shall notify of any known or potential health or safety hazards existing at or near the project site.

(d) Arrange 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) If Engineer's scope of work includes services during construction, Owner will approve acceptable draft language prepared by Engineer for inclusion in Owner's contract with the construction contractor which require the construction contractor to indemnify and hold harmless Engineer, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Owner will approve acceptable draft language prepared by Engineer for inclusion in Owner's contract with the construction contractor which require (a) the contractor to name Engineer, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for

installation therein; and (b) the contractor to furnish contractor's certificates of insurance evidencing that Engineer, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the Engineer shall be excess and noncontributory. The certificates shall provide that Engineer be given 30 days' written notice prior to any cancellation thereof.

(i) 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 \$300,000.00 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 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 30 days of the date of billing, provided that sufficient documentation has been furnished. With respect to construction phase services, Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services 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, 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 negligent errors or omissions.

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 The Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon 10 days written notice, either for cause or for convenience. Upon such termination, Engineer shall cease all work and stop incurring expenses, and shall promptly deliver to the Owner all data, Drawings, Specifications, reports, estimates, calculations, summaries and all other information, 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 - "Fee Schedule" 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 Owner or Engineer. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in paragraph 5.1 and Schedule 2.

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 consultants, or to perform services with that level of care and skill ordinarily exercised by professional Engineers or to perform work in a manner deemed satisfactory by Owner's Director of Public Works, then in that event, Engineer's entire right to compensation shall be limited to 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 his 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 ("Work Product") shall be the sole property of the Owner upon payment to Engineer therefore 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. In no event shall Engineer publish its Work Product developed pursuant to this Agreement except (i) with advance, written consent of Owner, which consent may be granted or withheld in Owner's sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

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 Owner.

(ii) Commercial General and Automobile Liability Insurance with limits not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence for personal injury, including but not limited to death and bodily injury, and One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance with coverage of not less than \$1,000,000.00 covering claims arising from the negligent acts, errors or omissions in the services performed by

Engineer for Owner under this Agreement. This policy shall provide coverage for all professionals providing services under this Agreement by or through the Engineer, including coverage for Engineer's activities performed in both its engineering and construction manager capacities.

(c) Engineer agrees to hold harmless, defend and indemnify Owner from and against any liability to third parties, to the extent caused by the 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 Wastewater, Attention: Andra Ahrens, Director, 1300 S. Queens Avenue, Pueblo, Colorado 81001,, or to the Engineer, Brown and Caldwell, Inc., at the address listed above. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Appendix or attachment to this Agreement, the provision in the Appendix or attachment shall control and supersede the conflicting provision in this Agreement.

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. Notwithstanding the foregoing, if the authorized scope of work includes construction activities or the oversight of construction, Engineer may, at its discretion and upon notice to Owner, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.

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 authorized representative.

7.7 Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any matter relating to this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, 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 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 as of the time of any such determination this entire Agreement shall be void and terminated pursuant to the provisions of Section 6, without waiving any claims or defenses

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 Force Majeure. Neither party shall be responsible for delays caused by circumstances beyond its reasonable control including but not limited to governmental action, statute, ordinance, rule or regulation, strike or other labor troubles, fire, acts of God, or other incidents outside of either party's control that makes performance or acceptance impossible or impractical. The Consultant shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control created from any force majeure event.

SECTION 8. DISPUTES.

8.1 Any unresolved 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 decided in a state court of competent jurisdiction located in Pueblo, Colorado.

SECTION 9. APPENDICES.

- 9.1 The following Appendices are attached to and made a part of this Agreement:
- Schedule 1 - Scope of Services consisting of 16 pages
 - Schedule 2 - Fee Schedule consisting of 1 page
 - Schedule 3 - Work 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 his or her best reasonable professional efforts in accordance with applicable standards of care to implement applicable ADA requirements and other federal, state and local laws, rules codes, ordinances and regulations as they apply to the Project. Notwithstanding, unless otherwise specified in the Scope of Services, Owner shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

SECTION 11. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986.

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

SECTION 12. PERA LIABILITY

The Engineer shall reimburse the Owner for the full amount of any employer contribution required to be paid by the Owner to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the Owner under this Agreement. The Engineer shall fill out the questionnaire attached as Appendix D and submit the completed form to Owner 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.

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

BROWN AND CALDWELL, INC.

By _____
Naomi Hedden, Purchasing Director

By _____
Michael J. Thorstenson, Vice President

Attest _____
Marisa Stoller, City Clerk

[S E A L]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM:

Robert P. Jagger, City Attorney

Attachments: Schedule 1 - Scope of Services
 Schedule 2 - Fee Schedule
 Schedule 3 – Work Schedule
 Additional Information for Agreement

Scope of Work Summary

The project will involve the following improvements:

- Process modeling of the JRDWRF and secondary clarifier modeling to confirm number of units required for future flows and secondary clarifier configuration, such as launder type (inboard vs outboard), side water depth, and diameter.
- Modeling of plant hydraulics with new secondary clarifiers. Secondary clarifiers may be able to be installed at a higher elevation to help lower the amount of ballast required to resist groundwater uplift forces.
- Demolition of three existing secondary clarifiers.
- Demolition of RAS pump station, inclusive of electrical room housing motor control center and switchgears (items identified for replacement in 2010 Master Plan as Capital Improvement Project Electrical Phase 6).
- Construction of 4 secondary clarifiers, upon confirmation of number of units and configuration by process modeling.
- Construction of RAS pump station and associated electrical room.
- Replacement of existing SWGR-69, MCC-6900 and ACP-69.
- Replacement of the existing fiber optic communication cabling currently servicing the existing ACP-69 to the new pump station location. Fiber terminations are anticipated to be local to the ACP enclosure, similar to the existing network cabling.
- Re-routing existing buried infrastructure (e.g., duct banks to the UV building) out of the area of construction of the new clarifiers.
- Development of construction sequencing plan so that the required number of secondary clarifiers and the UV facility are in service throughout construction.
- Amendment of existing Site location approval.

Pueblo WW Responsibility

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

- Historical operational data from 2019 to date
- PDF files of all existing plant construction drawings
- Access to the plant site and facility to validate and verify existing conditions.
- Knowledgeable staff who can discuss operational and maintenance issues.

Project Assumptions and Limitations

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

1. This scope of work is based on the recommendation of Evaluation of Potential Dewatering Permit Compliance Alternatives Technical Memorandum (TM)
2. The Phase A work on this project is projected to commence in June 2023 and is targeted to be complete by October 2026. The schedule includes assumptions such as regulatory and Owner review times that are out of the control of BC.
3. The design approach will be based on interactive workshops for the first two major design deliverable (Interim Design Submittal and PER/30 Percent Design Decisions will be reached in the workshop setting



and summarized in the final version of the PER and/or documented and maintained in an issues/decision log. The PER/30 Percent design submittal will document major decisions. Alternatives analysis will be done during the PER/30 Percent design and will not be included in the Final Design. All other design decisions will be expedited between BC and Pueblo WW using workshops and direct communications and documented in the decision log.

4. The Pueblo WW project manager will compile and reconcile Pueblo WW staff comments on all BC deliverables. All project reviews and comment periods will be limited to 3 weeks to accommodate the project schedule. No value engineering is included in this scope.
5. The design will be based on federal, state, and local codes and standards in effect at the beginning of the project. Any changes in these codes may necessitate a change in scope and will be subject to renegotiation. The existing plant facilities are assumed to be in full compliance with current drainage, electrical, building, mechanical, plumbing, seismic, and other codes that apply to these types of facilities. Revisions and rehabilitation of existing plant facilities to achieve compliance with current codes are specifically excluded from this scope of work. The installing Contractor will prepare a building permit application for each building facility and respond to comments from Pueblo Building Services with modifications included in the Bid Document submittal. Pueblo WW will pay all permit fees.
6. The improvements for the included process areas will be designed together (using the traditional design-bid-build method) as part of a single package to be publicly bid as one project.
7. Design will be produced in the Autodesk suite of products using AutoCAD, AutoCAD Civil 3D, and Revit, based upon BC Document Production Standards (DPS), 2022 version. All drawings will be based on standard Size D, 22"x 34" paper. Electronic delivery format will be PDF.
8. Pueblo WW will seek various funding methods for this project. BC will support that effort as part of this scope of work. The project schedule reflects the timing of these funding requests. Pueblo WW pre-purchase of equipment is not anticipated for this project.
9. In providing opinions of probable cost, financial analyses, economic feasibility projections, and schedules for this project, BC has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures; competitive bidding procedures and market conditions; time or quality of performance by third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, BC makes no warranty the City's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.
10. Pueblo WW will provide PDF files of all existing plant construction drawings. These drawings are considered record drawings and will be relied upon to be accurate for design purposes. Pueblo WW will provide to BC all data in City's possession relating to BC's services on this project. BC will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Pueblo. If provided documents are found to be erroneous in content, an adjustment to the work scope subject to renegotiation with Pueblo WW may be required.
11. BC is not responsible for additional effort that may be required for issues related to unknown conditions that may impact the design or construction.
12. The BC Project Manager, Design Manager, and up to four additional design engineers (discipline leads) will attend meetings with Pueblo WW. Meetings will be held virtually.
13. BC may shift budget between work phases or tasks as necessary to complete the work.
14. Fees associated with submittals, reviews, or applications which are required for project approvals, permitting or authorizations will be paid by the City and not included.



15. BC will specify but not design the pipe hangers and supports system, lightning systems, wiring termination drawings, control system software, hardware, SCADA system, loop drawings, interconnection diagrams, electrical coordination and short circuit/arc flash study, and applications programming system testing during the appropriate Phase of the project as needed.

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



Discipline Area	Key Scope Assumptions
Geotechnical	- The foundation design of new or modified facilities will be based on geotechnical information obtained by Pueblo WW for this Project. - In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the project cost and/or execution. The conditions and cost/execution effects are not the responsibility of BC. - New groundwater pumping facilities are not required.
Architectural	- Building architecture (materials, construction) will be similar to existing structures. - No landscape architect services will be required for this Project.
Civil	- Dewatering during construction is the responsibility of the Contractor. - Additional site security and fencing is not required. - Existing topographical survey information and base mapping will be utilized for the design of new facilities and modifications of existing facilities. - Surveying will be furnished by Pueblo WW, in accordance with generally accepted practice (expected services will include general location, construction baseline and benchmarks, pothole work, and water surface elevations). Deliverables will include electronic files, AutoCAD Civil 3D 2019 or newer. - Additional topographical survey information to augment the existing base mapping will be identified by BC to be obtained by Pueblo WW for the design of new facilities and modifications of existing facilities. - Legal, easement, and plat surveys for the site will not be required. - Landscaping and irrigation plans will not be prepared. - New access roadway work will be limited to the Secondary Clarifier portion of the site. No traffic analysis or traffic control design is required. Unimproved road east of the secondary clarifiers will not be modified. - The capacity of the existing fire protection system is adequate to handle the new construction.
Structural	- No permanent cranes will be required. - No retaining walls will be required. - Secondary clarifier platforms to be designed by mechanism equipment manufacturer.
Process	- Influent wastewater characteristics and fractions adopted during the Master Plan have not changed compared to current values. - Historical operational data, including influent quality, primary effluent quality, operational secondary process data, SVI, RAS, hydrocyclones operation and secondary effluent quality data to be provided by Pueblo WW. - Capacity of secondary process based on Regulation 85 requirements. - Secondary clarifier requirements based on operation of hydrocyclones. - No process modeling is required.
Process Mechanical	- Design concerning "plant-wide" utility systems such as basin drainage, water and in-plant waste collection/disposal will be limited to extension of and/or changes to existing piping. No new structures or equipment will be needed. - Corrosion control provisions will not be required for buried piping. - Active cathodic protection will not be required for buried piping. - Piping 2 inches in diameter and smaller will be field routed, unless needed to show appropriate design intent. - Pipe supports will be Contractor-designed based upon a performance specification. - Pipe expansion/contraction control measures will be Contractor-designed based upon a performance specification. - Seismic bracing/control measures for piping will be specified for Contractor design
Building Mechanical	- HVAC: No cooling will be provided for the main RAS pump station, heating/ventilating only. - HVAC: Split system cooling with packaged controller and wall mounted thermostat for the electrical room. No interconnection to SCADA planned. - Plumbing: limited plumbing systems to include drainage and hose bibs. No restroom is anticipated. - Plumbing: Where emergency fixtures are planned, tepid water (80 – 85°F) will be provided. - Fire Suppression: Fire suppression for RAS building is not anticipated.

Discipline Area	Key Scope Assumptions
Electrical	• PER/30 Percent Design phase documents will be limited to a basis of design TM, discipline general drawings, site drawings identifying major electrical system tie-ins/sources, and electrical load distribution. • Electrical specifications will be provided during the Final Design phase only. • It is assumed the net change in plant electrical load resulting from the project will not require upgrade of the plant's existing electrical service. • Fire detection/alarm: BC will provide a specification defining the performance requirements for the system. The system will be designed and constructed by the Contractor using licensed specialists as required. • Conduit and cable tray supports: BC will provide a specification defining the performance requirements for hangers and supports. The contractor will develop hanger and support details and route and install all conduits and cable trays. • Short-circuit, coordination, and arc flash analyses: BC will provide a specification for the performance of these analyses. The analyses will be performed by the Contractor using data for the actual electrical equipment procured and installed. • Site security, camera, and public address systems will not be included. • Travel to site will be from the local BC office only.
Instrumentation	• I&C will match the existing system and components available during the Project. • I&C will be similar in type and sophistication to what currently exists. Analog elements and components will be used, and no significant modifications to existing I&C equipment or systems will be needed. • A design for modifying the existing programmable logic controller (PLC)-based supervisory control and data acquisition system will be provided for the process areas being modified. Significant modifications to existing I&C equipment or systems will not be required. • Pueblo will provide "as-built" documentation of the existing process instrumentation and control system. Pueblo-provided information will include, but not be limited to, existing motor and control circuit diagrams, panel shop drawings, process instrument information, and process control system software documentation. • The new instrumentation and control system will be based on the use of PLCs. Plant status monitoring will be by the existing commercially available PC-based software package. Remote access to plant components will not be provided. • PER/30 Percent Design will include process & instrumentation diagrams (P&IDs), completed to a level sufficient to identify the primary processes and process equipment and extent of major modification of treatment process. P&IDs will be completed during the Final Design phase. • PER/30 Percent Design will include a Control System Block Diagram drawing depicting the site's major network modifications. Final Design will update the drawing to include all network modifications, in the Project-modified process areas only. • Discipline specifications will be provided during the Final Design phase only. • The Basis of Design TM will be provided during the PER/30 Percent Design phase, without modification during Final Design • The public address system design or modification will not be included. • Travel to site will be from the local BC office only. • Security system and video system design are excluded as part of this scope of work. • Vendor-supplied control system packages will be interfaced through hardwired signals.
Permitting	• Wetlands, biological assessments, or archaeological investigations and surveys will not be necessary. • The construction contractor will secure other project-related permits such as the grading, building, electrical, and plumbing permits. • No effort associated with right-of-way permits is included as all construction activities will occur within the site boundaries of the existing plant. • Contractor is responsible for obtaining Stormwater Pollution Prevention Permit. • Pueblo WW will coordinate directly with the fire marshal for review as part of the Building Services permit application process.

Task Descriptions

Specific tasks to be performed by BC and Pueblo WW to implement the Phase A scope of work are summarized in the work breakdown below and described in further detail on the following pages.



Work Breakdown Structure			
Phase A	Phase 100: Project Management	101	Project Management Planning
		102	Project Controls and Reporting
		103	Project Management and Design Management
		104	30% QA/QC
		105	Detailed Design QA/QC
		106	Funding Support for Clarifier Replacement
	Phase 200: PER/30 Percent Design	201	Coordination Meetings
		202	Architectural Design
		203	Civil Design
		204	Structural Design
		205	Process Design Input
		206	Process-Mechanical Design
		207	Building-Mechanical Design
		208	Electrical Design
		209	Instrumentation Design
		210	Cost Estimating
		211	Permitting Support
		212	Document Preparation
		213	Interim Submittal



Detailed Scope of Services

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

Phase 100 – Project Management

Task 101: Project Management Planning

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

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

Task 102: Project Controls and Reporting

Invoicing will occur monthly and will be prepared and submitted to Pueblo WW via email in an approved format. Invoices shall include total contract amount, total charges to date, previous billings, outstanding balance, current amount remaining, and total amount due. Invoice will include a narrative description of the work performed during the invoice period. This scope of work is based on a total project duration of 30 months.

Deliverables:

- Monthly invoices

Task 103: Project Management and Design Management

BC will provide management oversight on the project in accordance with BC policies and standard practices. This task also includes the development of front-end Division 01 specifications for the project. Other activities include bidding support, permitting support, construction sequencing evaluation, and project closeout.

Pueblo Responsibilities:

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



Assumptions:

The Division 00 documents will require no significant edits for BC to make.

Task 104: 30% QA/QC

BC will implement a QA/QC program and provide appropriate calculation and deliverable QA reviews by in-house, senior staff members on the PER/30 percent design documents. No external value engineering reviews are included in this scope.

Task 105: NOT USED

Task 106: Funding Support

State Revolving Fund (SRF)

BC will develop and submit a Project Needs Assessment (PNA) to the CDPHE for the SRF program. BC will review available information provided by Pueblo including the Master Plan, Conservation Study, and the Environmental Assessment from the construction of JRDWRF. The information will help support the PNA by providing information requested in the CDPHE questionnaire for SRF money. BC will compile this data into the relevant sections of the PNA.

Support Pueblo with coordination/communications with the CDPHE including participation on calls with the CDPHE. Activities may include calls with CDPHE, response to questions and comments, and overall SRF PNA status tracking.

Pueblo Responsibilities for SRF:

- Attend one kickoff meeting with the BC team (assumed to be 2 hours and held in-person) and one draft PNA review workshop (assumed to be up to 2 hours long and held virtually).
- The Pueblo Finance department will provide all financial information required by the PNA and SRF application and help with the narrative development as needed.
- Provide available documentation (e.g., project schedule and cost) and coordinate as needed BC throughout the duration of the PNA.
- Pueblo will coordinate legal review of the certifications and the required process to obtain the required signatures for the certification.
- Pueblo staff will coordinate the review of the draft PNA by various Departments (Public Works, Financial, Legal, etc.) and provide consolidated comments.
- The SRF PNA and attachments will be electronically submitted (per SRF requirements) by Pueblo WW.

Assumptions for SRF:

- Where documentation will need to be submitted to the CDPHE in support of the PNA (i.e., attachments) - electronic copies will be provided by Pueblo.
- Scope does not include the development of technical, environmental, or financial documentation that may be required and/or requested as a follow-up by the CDPHE or SRF application package assistance should the PNA be approved by CDPHE.
- Scope does not include the development of additional Project Cost estimates not already previously prepared.

SRF Deliverables:



- Draft PNA Package in .PDF format
- Final PNA Package in .PDF format, with review comments incorporated.

WIFIA

BC will develop a submittal that provides enough information for Pueblo WW to apply for funding requests such as WIFIA. This submittal will include a brief write-up to describe the purpose and extent of the project along with pertinent preliminary design criteria. This submittal will also include basic figures to show the configuration of the new facilities on the existing plant site and high-level sequencing requirements. The basis of this submittal will be used to advance the design in subsequent phases of this scope of work.

BC will support Pueblo WW in the development of a Letter of Interest (LOI) to the U.S. Environmental Protection Agency (EPA) for WIFIA program funding. BC and Pueblo WW will prepare the WIFIA LOI, the first phase of the WIFIA program application process, based on information obtained in the kickoff meeting conducted on February 2, 2023 (subsequent WIFIA Application development and submittal would be a future task order). Preparation for the LOI includes a meeting with BC and Pueblo to

1. Review the WIFIA program and submission process.
2. Confirm the project scope to include in the funding application.
3. Discuss how the project aligns with EPA priorities and selection criteria.
4. Identify key milestone dates. Should Pueblo's LOI be accepted, a separate scope for the application will be developed with Pueblo WW.

BC will support Pueblo WW with coordination/communications with the EPA, including participation on calls with the EPA. Activities may include calls with EPA, response to questions and comments, and overall WIFIA LOI status tracking.

The WIFIA LOI will include the following:

- Section A – Key Loan Information. Summarize information provided about the prospective borrower, including borrower name and type, project description and purpose, DUNS/EIN and permit numbers, organizational structure, requested funding amount, proposed application submittal and loan close dates, etc.
- Section B – Engineering and Credit. Provide a technical, detailed description of the project, including supporting documentation, project schedule, and financial information. Input from Pueblo is necessary to completing the financial information portions of the LOI, including describing the proposed sources and uses of funds for the project, the type and amount of credit assistance Pueblo is seeking from the WIFIA program, and credit characteristics of the project. BC will review information received and discuss with Pueblo pertinent issues affecting the development and financing of the project. Available project documentation (e.g., preliminary engineering reports, feasibility studies, alternatives analyses, master plans, etc.) will be organized for submittal.
- Section C – Selection Criteria. Develop responses to describe how the project will achieve each of the program selection criteria related to project readiness, borrower credit worthiness, and project impact, with specific emphasis on the identified program priorities (as appropriate).
- Section D – Contact Information. Identify the primary and secondary points of contact with whom the WIFIA program should communicate regarding Pueblo's LOI.
- Section E – Certifications. Support Pueblo in obtaining the required Certifications and/or Signatory authority to sign the certification that Pueblo will abide by all applicable laws and regulations including National Environmental Policy Act, American Iron and Steel, Prevailing Wages, Lobbying, Debarment, Default/Delinquency, and Other Federal Requirements.



- Section F – Notification of State Infrastructure Financing Authority. Support Pueblo in obtaining the appropriate signature authority for notifying and sharing Pueblo's WIFIA LOI with the State infrastructure financing authority.

Pueblo Responsibilities for WIFIA:

- Attend one kickoff meeting with the BC team (assumed to be 2 hours and held in-person) and one draft LOI review workshop (assumed to be up to 2 hours long and held virtually). This kickoff will be combined above with the SRF kickoff, unless Pueblo decides otherwise.
- The Pueblo Finance department will provide all financial information (including an updated pro-forma form per the WIFIA-required format or rating letter) and help with the narrative development as required to develop Section B of the LOI.
- Provide available documentation (e.g., project schedule and cost) and coordinate as needed.
- Unless otherwise noted on the LOI, it is anticipated that Pueblo WW is responsible for the majority of the LOI content and BC will assist as needed.
- The WIFIA LOI and attachments will be electronically submitted (per WIFIA requirements) by Pueblo WW.
- Pueblo will coordinate legal review of the certifications and the required process to obtain the required signatures for the certification.
- Pueblo staff will coordinate the review of the draft LOI by various Departments (Public Works, Financial, Legal, etc.) and provide consolidated comments.

Assumptions for WIFIA:

- Where documentation will need to be submitted to the EPA in support of the LOI, electronic copies will be provided by Pueblo WW.
- Scope does not include the development of technical, environmental, or financial documentation that may be required and/or requested as a follow-up by the EPA or WIFIA application package assistance should Pueblo be invited to apply.
- Scope does not include the development of additional Project Cost estimates not already previously prepared.
- The WIFIA LOI development duration is anticipated to take one month. The EPA will review Pueblo WW submitted LOI is assumed to take 2-months.

WIFIA Deliverables:

- Draft LOI Package in .PDF format
- Final LOI Package in .PDF format, with review comments incorporated.

This task includes an in-person kickoff meeting (7 hours total; 2-hour meeting, 4-hour round-trip travel, 1 hour prep) in addition to 24 virtual bi-weekly meetings of approximately one hour each (2 hours budgeted/meeting including prep time). This task includes time for 3 virtual meetings with CDPHE (2.5 hours total per meeting; 1.5-hour meeting, 1 hour prep). This task includes time for 1 public meeting, assuming that both CDPHE and EPA's requirements can be met, and timing is appropriate, for a combined meeting. BC has assumed 2 hours for attendance of a public meeting, 4 hours for prep, and 4-hour round-trip travel for the public meeting. Should a second public meeting be necessary, whether due to incompatible timing between funding mechanisms or another reason, then BC will work with Pueblo WW to adjust this scope to accommodate that task or develop a change order or use of the Supplemental Services budget. This task includes time for a virtual meeting with Pueblo to review the PNA (2-hour meeting, 1 hour prep), and a virtual meeting



with Pueblo to review the LOI (2-hour meeting, 1 hour prep). Attendees to include the CSM/project manager and task manager(s). Additional team members will be included depending on the subjects discussed.

Phase 200 – PER/30 Percent Design

This phase will advance the planning concepts in the Potential Dewatering Permit Compliance Alternatives Technical Memorandum dated June 8, 2022, which was prepared by BC. The submittal developed for the WIFIA funding application will also be used as the starting point for this phase. The objective of this phase will be to develop a Preliminary Engineering Report (PER) to document the basis for final design for the project scope of work to achieve the following:

- Form the basis for detailed design and preparation of contract documents and obtain Pueblo WW approval on general arrangement and direction of proposed design.
- Establish the process needs for secondary treatment, including number of secondary clarifiers and configuration.
- Establish structural design approach for secondary clarifiers.
- Establish hydraulic grade line that allows secondary clarifiers to be constructed at a higher elevation.
- Develop construction cost estimate for Pueblo WW use in procuring funding for project.
- Develop conceptual level construction sequencing plan.

Discipline specific tasks include effort associated with construction sequencing and internal project team meetings. Internal project team meetings will occur weekly during the PER Design phase.

Task 201: Coordination Meetings

The objective of this task is to provide a regular forum for receipt, exchange, response, and documentation of project planning, design, and management related issues and decisions during the project. The following meetings are anticipated:

- **Kickoff Meeting and Site Visit.** BC will conduct a 3-hour kick-off meeting (in person) with Pueblo WW staff and BC team members to establish project expectations, discuss issues and concerns, and develop a foundation for collaborative teamwork. Concepts for discussion will include elements of the proposed design, general plant design, and construction considerations. BC will walk the site with Pueblo WW staff and discuss with Pueblo WW staff data needs for process model updates.
- **Construction Sequencing Meeting.** BC will conduct a 3-hour construction sequencing meeting (in person) with Pueblo WW staff and BC team members to discuss the maintenance of plant operations (MOPO) during construction and sequencing for the demolition and construction of new secondary clarifiers. Construction sequencing will be detailed in Division 01 specifications and in construction sequencing drawings.
- **Preliminary Design Review Meeting.** BC will conduct a 3-hour meeting (in person) with Pueblo WW staff to review the PER and preliminary drawings and specification list.

Task 202: Architectural Design

The objective of this task is to perform a building code review and identify architectural treatment and materials for all new buildings associated with the Project to blend in with adjacent existing structures. The architectural design of the building will incorporate a “Green Building” approach, in which recycled-content materials for construction, the use of natural lighting, and energy efficient systems and configurations shall be incorporated into the design. In addition, materials will be evaluated for long-term durability and low maintenance. Strong, simple geometric building forms will contextually blend new facilities into the existing site.



BC will review the existing campus and match to the best extent possible architectural treatment and materials of the proposed structures working within the constraints and opportunities present by Federal, State and Local building codes and zoning ordinances. In addition, the following code review coordination activities will be completed:

- Define and coordinate applicable codes for all buildings/structures with local code officials and fire marshals.
- Complete building, fire, energy conservation and sustainable green building code assessments and coordinate with design disciplines as follows:
 - Coordinate with the structural engineer to define the structural design concepts for the facilities.
 - Coordinate with I&C and electrical disciplines to size and locate electrical and control rooms.

The code review for the architectural elements will be summarized and documented in the PER and will be used for detailed design. BC will prepare schematic elevations and identify the exterior material types and finishes. If pre-engineered buildings are utilized, elevations will not be shown, but the material types and finishes will be identified in the PER.

Task 203: Civil Design

The objective of this task is to develop a preliminary overall site layout, including major process/yard piping, earthwork, drainage, and initial identification of construction constraints, and to coordinate these concepts with the other design disciplines as needed. BC will develop the following elements:

- Civil 3D models of both existing and proposed features
- Horizontal and vertical control
- Preliminary site layout, including but not limited to major process piping, grading, pavement, site drainage, and site access.
- Preliminary drawings
- Specification list

The proposed site improvements and new facilities will be summarized in the PER.

Task 204: Structural Design

The objective of this task is to establish the basis of design criteria which determines the boundary conditions for subsequent project design decisions. Establish the structural requirements in support of the overall process configuration from a schematic and spatial configuration. This includes establishing preliminary structural sizing and identification of major equipment and piping layouts, and site constraints that will affect the structural configuration and design. Develop structural design to the PER Design level and coordinate general arrangement drawings with other disciplines. BC will develop the following elements:

- Structural design criteria
- Coordinate clarifier foundation design with recommendations in Geotech report (provided by Pueblo WW).
- Major structural components depicted on general arrangement drawings.
- Coordinate Process Mechanical/Structural requirements for major equipment.
- Coordinate Electrical and HVAC requirements, including:
 - Electrical/HVAC room sizes
 - Major equipment
 - Plenums/chases



- Create preliminary plans and overall sections with dimensions and floor elevations.
- Show major interfaces with existing structures.

The structural design criteria and design to resist buoyance forces will be documented in the PER. The structural drawings developed for the preliminary design will include General Notes, Legends and General Arrangement Plan sheets.

Task 205: Process Design

Process Design to provide limited input for the in-kind replacement of the clarifiers. Recommendations will be provided in the PER.

Task 206: Process Mechanical Design

The objective of this task is to develop the overall process configuration from a schematic and spatial configuration. To finalize wastewater treatment process calculations and parameters for sizing and locating facilities. To develop general arrangement drawings to the preliminary design level. Coordinate with other disciplines to show key discipline components on the general arrangement drawings. Major discipline models have been developed. BC will develop the following elements:

- Develop design criteria.
- Major equipment type and preliminary model selections made for use in laying out equipment.
- P&IDs developed to indicate the major process lines and mechanical equipment.
- Coordinate major utilities with civil discipline.
- Coordinate model development.
- Develop control narratives and coordinate with I&C engineers on instrumentation requirements.
- Develop initial pump selections and clarifier mechanism type.

The process mechanical design criteria, clarifier mechanism basis of design and pump selection will be documented in the PER. The process mechanical drawings developed for the preliminary design will include P&IDs (mechanical aspect only), General Arrangement Plans, and select sections showing major equipment and key piping.

Task 207: Building Mechanical Design

The objective of this task is to develop the building mechanical design (which includes both HVAC and plumbing) to the PER Design level and coordinate general arrangement drawings with all disciplines. BC will develop the following elements:

- Preliminary calculations for ventilation, heating, and cooling loads.
- Preliminary HVAC equipment sizing and selection.
- Preliminary air flow schematics.
- Preliminary HVAC general arrangement drawings.
- Code reviews.

The building mechanical design criteria, preliminary equipment sizing and selection, and code review will be documented in the PER. The building mechanical drawings developed for the preliminary design will include airflow schematics and HVAC general arrangement drawings.

Task 208: Electrical Design

The objective of this task is to develop electrical design for providing power from existing plant medium voltage electrical distribution system to a new secondary clarifier pump station and all necessary electrical



equipment. New electrical equipment shall replace the existing equipment identified as part of the Phase 6 and Phase 7 projects. Equipment being replaced includes Transformers for Area 69, SWGR-69, MCC-69 and ACP-69. Design shall allow to maintain continual dual power feeds to at least two secondary clarifiers & pumping, the UV facility (Area 83) and the NPW facility (Area 70). It is anticipated that the new pump station and electrical equipment will need to be constructed prior to de-commissioning of the existing Area 69 SWGR and MCC's.

BC will develop the following elements:

- Preliminary service loads for all new equipment and evaluate the capacity of the existing electrical system.
- Preliminary layout of electrical room and area space including power distribution.
- Preliminary electrical room heat loads based upon preliminary equipment sizing, to be used in HVAC system sizing.
- Preliminary site and interior lighting selection.

The electrical design criteria and code review will be summarized and documented in the PER. The electrical drawings developed for the preliminary design will include power one-line diagrams (power distribution) and site electrical power plan drawings.

Task 209: Instrumentation Design

The objective of this task is to develop instrumentation design to the PER Design level, develop draft process and instrumentation diagrams (P&IDs) supporting the replacement of the existing secondary clarifiers, RAS pump station, the local controls, and the existing network cabling connecting the local control system with the existing facility. Coordinate discipline-specific requirements with the other design disciplines and coordinate draft construction sequencing plan.

BC will determine scope of new process instrumentation, system network and local control system requirements and provide draft design process and instrumentation diagrams (P&IDs) and technical preliminary engineering report edits supporting the PER phase of the secondary clarifier process replacement. The instrumentation drawings developed for preliminary design include P&IDs and control system block diagrams.

Task 210: Cost Estimating

The objective of this task is to provide estimate of probable construction cost based on the preliminary design. Cost estimates will be prepared to a Class 4 (typically -30 percent to +50 percent accuracy range) accuracy in accordance with the AACE guidelines. Note, construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Such influences may not be precisely forecasted and are beyond the control of BC, and that actual costs incurred may vary substantially from the estimates prepared by BC. BC does not warrant or guarantee the accuracy of construction or development cost estimates.



Task 211: Permitting Support

The objective of this task is to assist Pueblo WW in preparing for permits and other regulatory documents required for the final design and new facility construction. This task includes assisting with submission to the Colorado Department of Public Health and Environment (CDPHE). The CDPHE application and PER/30 percent design will be submitted to CDPHE to start the permitting process.

Task 212: Document Preparation

The objective of this task is to coordinate the content from each of the design disciplines and prepare the PER/30 percent design submittal. BC will submit a pdf of the draft PER and a pdf of the final PER, updated with Pueblo WW review comments. BC will submit a pdf of the preliminary design drawings. Pueblo WW review comments on the drawings will be incorporated into the final design drawing submittal.

Phase 200 Pueblo Responsibilities:

- Staff availability to attend meetings and site walks and provide input to the design. BC strongly encourages the participation of operations and maintenance, engineering, and management staff. Staff availability and support to BC staff during secondary clarifier field testing.
- Provide review and input on construction sequencing requirements.
- Review of meeting minutes.
- Review draft PER/30 percent design submittal. Review comments will be issued to BC either on a comment log or via Bluebeam studio.
- Provide all necessary shop drawings, submittals, records, and operation and maintenance information or other data as requested. Provide historical operational data from 2019 through 2022 in electronic, excel format.
- Review the Class 4 Estimate of Probable Construction Cost and provide comments as applicable.
- Review BC response packages to CDPHE prior to submission.
- Provide input on pump selection and clarifier mechanism preferences (drive type, maintenance requirements, etc.), design temperature conditions for all conditioned or heated spaces.
- Confirm or establish design criteria for site improvements using a decision/issues log. Criteria listed in the PER design will be discussed during the Preliminary Design Review Meeting (Task 201).
- Provide site survey data as needed to inform the design.
- Confirm site utility features through field locates or other methods where there is reasonable expectation the base map drawings may require additional information or verification.
- Coordinate with the fire marshal for review of the proposed facilities and determine the minimum fire flow at the required residual pressure. Provide BC with fire flow design criteria for the on-site water system extensions.

Phase 200 Deliverables:

- Meeting agenda and presentation materials for three meetings
- Meeting Minutes summarizing discussion for three meetings, in .PDF format
- Electronic copy of the draft PER in .docx format
- Electronic copy of the final PER in .PDF format, with Pueblo WW comments incorporated.
- Electronic copy of the preliminary drawings in .PDF format
- Class 4 Opinion of probable cost estimate in .PDF format, draft and final



- Permit application package including the CDPHE permit review application, PER, and preliminary drawings in .PDF format.

Phase 300 – Not Used

Phase 400 – Not Used



Excerpt from Brown and Caldwell Proposal to City dated May 4, 2023; page 19

[illegible]

City of Pueblo

Excerpt from Brown and Caldwell Proposal to City dated May 4; page 21

Clarifier Replacement Schedule

ID	Phz.Task	Task Name	Duration	Start	Finish	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24
1		Notice to Proceed	0 days	Mon 6/5/23	Mon 6/5/23											
2	100	100 - Project Management	185 days	Mon 6/5/23	Fri 2/16/24											
3		Project management	185 days	Mon 6/5/23	Fri 2/16/24											
4		Project Closeout	9 days	Tue 2/6/24	Fri 2/16/24											
5	200	200 - PER / 30% Design Phase	179 days	Mon 6/12/23	Fri 2/16/24											
6		Funding Support	60 days	Mon 6/12/23	Fri 9/1/23											
7		PER / 30% Design Phase	172 days	Mon 6/12/23	Tue 2/6/24											
8		Final PER / 30% Design	0 days	Fri 2/16/24	Fri 2/16/24											

ADDITIONAL INFORMATION FOR AGREEMENT

Certificate of Good Standing

Colorado PERA Questionnaire

Insurance Certificate(s)



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	BROWN AND CALDWELL, INC.		
Status	Good Standing	Formation date	03/20/1978
ID number	19871067502	Form	Foreign Corporation
Periodic report month	March	Jurisdiction	California
Principal office street address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, United States		
Principal office mailing address	2 North Central Avenue, Suite 1600, Phoenix, AZ 85004, United States		

Registered Agent	
Name	Corporation Service Company
Street address	1900 W. Littleton Boulevard, Littleton, CO 80120, United States
Mailing address	1900 W. Littleton Boulevard, Littleton, CO 80120, United States

- [Filing history and documents](#)
- [Get a certificate of good standing](#)
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Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

BROWN AND CALDWELL, INC.

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

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 05/17/2023 that have been posted, and by documents delivered to this office
electronically through 05/19/2023 @ 14:45:42 .

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 05/19/2023 @ 14:45:42 in accordance with applicable law.
This certificate is assigned Confirmation Number 14992166 .



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

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

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

Company Name: _____

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____

Add Insurance Certificates



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

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 AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 23-PUB-01 FOR FUNDS IN THE AMOUNT OF \$276,521 FOR THE RUNWAY 8R-26L REHABILITATION AND TAXIWAY A2 REMOVAL PROJECT, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND BUDGETING AND APPROPRIATING \$599,121 IN GRANT AND MATCHING FUNDS TO PROJECT NO. AP2205 – REHAB RUNWAY 8R-26L DESIGN & CONSTRUCTION

SUMMARY:

This Ordinance will approve and accept a Colorado Department of Transportation Aeronautics Division Grant for the Runway 8R-26L Rehabilitation and Taxiway A2 Removal (Phase 2 Construction) project for the Pueblo Memorial Airport.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10242 was approved by City Council on August 9, 2022, and accepted an FAA AIP grant, established Project No. AP2205, and awarded the Agreement for Professional Engineering Services ("Professional Services Agreement") to Dibble and Associates Consulting Engineers, Inc., for the Rehabilitation of Runway 8R/26L (Phase 1 - Design).

BACKGROUND:

The Colorado Department of Transportation (CDOT) conducted a pavement condition assessment of this Runway, and it was determined that the pavement needs rehabilitation. This project is on the Capital Improvement Plan schedules for 2022 and 2023, approved by both the FAA and CDOT for Entitlement Fund use.

This Ordinance will approve and accept the Colorado Department of Transportation's grant for its portion of the project funding. The Federal Aviation Administration's grant will be accepted at a later date.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$599,121, which includes CDOT's grant award of \$276,521 plus the City of Pueblo's required matching funds of \$322,600 for the entire project. The City's matching funds will be transferred from the Airport Improvement Trust Fund, budgeted and appropriated to Project No. AP2205 – Rehab Runway 8R-26L Design & Construction.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grant will not be accepted from the State and project will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. 23-PUB-01 SDGA Resolution to be Signed
2. CDOT Grant Cert Memo

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 23-PUB-01 FOR FUNDS IN THE AMOUNT OF \$276,521 FOR THE RUNWAY 8R-26L REHABILITATION AND TAXIWAY A2 REMOVAL PROJECT, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND BUDGETING AND APPROPRIATING \$599,121 IN GRANT AND MATCHING FUNDS TO PROJECT NO. AP2205 – REHAB RUNWAY 8R-26L DESIGN & CONSTRUCTION

WHEREAS, the General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in C.R.S. §43-10-101 (“the Act”) “...that there exists a need to promote the safe operations and accessibility of general aviation in this state: that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of the state is crucial in the event of a medical or other type of emergency...”; and,

WHEREAS, The Act created the Colorado Aeronautical Board (“the Board”) to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics (“the Division”) to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. See C.R.S. §43-10-103 and C.R.S. §43-10-105 and C.R.S. §43-10-108.5 of the Act; and,

WHEREAS, any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and such airports may request assistance by means of an Ordinance passed by the applicant’s duly-authorized Governing body, which understands that all funds shall be used exclusively as defined in the Division’s Programs and Procedures Manual (“the Manual”) and the Airport Sponsor Assurances for the Colorado Discretionary Aviation Grant Funding (“Grant Assurances”) for the project detailed in the Discretionary Aviation Grant Application (“Application”) and in conjunction with CDOT’s Small Dollar Grant Award Terms and Conditions; NOW, THEREFORE,

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

SECTION 1.

The Mayor and City Council of the City of Pueblo, as a duly authorized governing body of the grant applicant, hereby formally request assistance from the Colorado Aeronautical Board and the Division of Aeronautics (“Division”) in the form of a state aviation system grant. The City of Pueblo states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application. By signing this Ordinance, the City of Pueblo commits to keep open and accessible for public use all grant funded facilities, improvements, and services for their useful life, as determined by the Division and stated in this Ordinance and Grant Assurances.

SECTION 2.

The Small Dollar Grant Award CDAG No. 23-PUB-01, including the Grant Assurances and Application, (together the “Grant Agreement”) by and between the Colorado Department of Transportation Aeronautics Division (“CDOT”) and the City of Pueblo, a Municipal Corporation, a true copy of which is attached hereto, having been approved as to form by the City Attorney,

is hereby accepted and approved.

SECTION 3.

The Mayor is hereby authorized to execute the Grant Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Grant Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 4.

The City of Pueblo hereby designates the Director of Aviation as the Project Director, as described in the Manual, and authorizes the Project Director to act in all matters relating to the work project proposed in the Application on City's behalf.

SECTION 5.

Funds in the amount of \$276,521.00 from the Grant Agreement are hereby budgeted and appropriated to Project No. AP2205 – Rehab Runway 8R-26L Design & Construction.

SECTION 6.

Local matching funds in the amount of \$322,600.00 are hereby budgeted and appropriated from the Airport Improvement Trust Fund to Project No. AP2205 – Rehab Runway 8R-26L Design & Construction.

SECTION 7.

The City of Pueblo has appropriated all funds that are currently required to be provided by the Application under the terms and conditions of the Grant Agreement.

SECTION 8.

Pursuant to the Grant Agreement, CDOT may make amendments to the grant terms and its obligations thereunder, including the increasing or decreasing of its grant obligation. In accordance therewith, such amendments shall be effective without the need for an additional ordinance or other action by City Council. Should CDOT increase the maximum grant obligation, said funds shall be automatically budgeted and appropriated to Project No. AP2205 – Rehab Runway 8R-26L Design & Construction, as designated by CDOT, without the need for further action.

SECTION 9.

The City of Pueblo hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

SECTION 10.

Use of the grant funds from the Grant Agreement for Project No. AP2205 – Rehab Runway 8R-26L Design & Construction, is hereby conditioned on the City's receipt of Federal Aviation Administration ("FAA") grant funds for said project. Should an FAA grant not be received for the stated purpose, the grant funds from the Grant Agreement shall be returned to

CDOT.

SECTION 11.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the Grant Agreement to implement the policy and procedures described therein.

SECTION 12.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Colorado Division of Aeronautics Discretionary Aviation Grant Resolution

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **City of Pueblo**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **City of Pueblo** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances.

FURTHER BE IT RESOLVED:

That the **City of Pueblo** hereby designates **Greg Pedroza** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

FURTHER:

The **City of Pueblo** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

FINALLY:

The **City of Pueblo** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resolution, including all terms and conditions contained therein.

By: _____

Date: _____

Print Name and Title: _____

ATTEST (if needed)

By: _____

Print Name and Title: _____

EXHIBIT A



Colorado Division of Aeronautics Discretionary Aviation Grant Application

APPLICANT INFORMATION		
APPLICANT SPONSOR: City of Pueblo	AIRPORT: Pueblo Memorial Airport	IDENTIFIER: PUB
PROJECT DIRECTOR: Greg Pedroza		
MAILING ADDRESS: Pueblo Memorial Airport 31201 Bryan Circle Pueblo, CO 81001	EMAIL ADDRESS:	gpedroza@pueblo.us
	PHONE NUMBER:	(719) 553-2744

GRANT NAME AND TERMS		
23-PUB-01	TERMS	
	Execution Date:	Expiration Date: June 30, 2026

FUNDING SUMMARY	
Funding Source	Funding Amount
State Aviation Grant:	\$276,521.00
Local Cash:	\$322,600.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$11,383,278.00
Total Project Funding:	\$11,982,399.00

PROJECT SCHEDULE & BUDGET							
ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. A - Participate in Federally Funded Rwy 8R/26L Rehab and Twy A2 Removal	\$250,000.00	Up to 2.50%	\$296,077.00	2.71%	\$10,375,443.00	95.00%	\$10,921,520.00
B. B - BIL - Participate in Federally Funded Rwy 8R/26L Rehab and Twy A2 Removal	\$26,521.00	Up to 2.50%	\$26,523.00	2.50%	\$1,007,835.00	95.00%	\$1,060,879.00
TOTALS	\$276,521.00		\$322,600.00		\$11,383,278.00		\$11,982,399.00

EXHIBIT B, GRANT ASSURANCES

Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II. DURATION

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
 - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
 6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
 7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

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MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

1) Available Model Small Dollar Grant Awards. The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:

- a. Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
- b. Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
- c. Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in §1)a.

2) Modifications of Model Small Dollar Grant Awards. A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.

- a. Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
- b. Unauthorized Modifications.** Except as described in §2)a., the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

3) Small Dollar Grant Award Exhibits and References. All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with §2), attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

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and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- a. Additional information technology provisions required by OIT.
- b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
- c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



**Robert Jaros, CPA, MBA, JD State
Controller**

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State of Colorado Small Dollar Grant Award Terms and Conditions

1. **Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
2. **Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) the Small dollar Grant Award document; (2) these terms and conditions (including, if applicable, Addendum 1 below); and (3) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
3. **Changes.** Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
4. **Definitions.** The following terms shall be construed and interpreted as follows: (a) **"Award"** means an award by a Recipient to a Subrecipient; (b) **"Budget"** means the budget for the Work described in this Agreement; (c) **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); (d) **"UCC"** means the Uniform Commercial Code in CRS Title 4; (e) **"Effective Date"** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; (f) **"Federal Award"** means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; (g) **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient; (h) **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; (i) **"Matching Funds"** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; (j) **"Recipient"** means the State agency identified on the face of the Small Dollar Grant Award; (k) **"Subcontractor"** means third parties, if any, engaged by Grantee to aid in performance of the Work; (l) **"Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; (m) **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and (n) **"Work"** means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.
5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

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on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

13. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

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in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.

20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

21. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

22. Waiver. A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

23. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **\$28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **\$27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed

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and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

31. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

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

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

34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

36. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

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ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: (a) **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; (c) **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) **"State Confidential Information"** means any and all State data, information, and records, regardless of physical form; (g) **"State Fiscal Rules"** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; (i) **"State Records"** means any and all State data, information, and records, regardless of physical form; (j) **"Tax Information"** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) **"Work Product"** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

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Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.*

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

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by

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Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

Nicholas A. Gradisar
Mayor

Greg Pedroza
Director of Aviation



Pueblo Memorial Airport
31201 Bryan Circle, Ste. 200
Pueblo, CO 81001
Phone (719) 553-2760
Fax (719) 553-2761

To: Ms. Heather Graham, President of the City Council
Mr. Nicholas A. Gradisar, Mayor

I hereby certify that I have reviewed and am familiar with the following documents and, to the best of my knowledge and belief, said documents are true and correct and do not contain any false or untrue fact, statement, condition, certification, or assurance.

Accepting and appropriating funds from the Colorado Department of Transportation Division of Aeronautics Discretionary Aviation Grant for the Rehabilitation of Runway 8R-26L and Taxiway A2 removal.



Greg Pedroza
Director of Aviation

June 1, 2023
Date



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT PL2303 - EVALUATION OF LANDFILL OPERATION ALTERNATIVES, TRANSFERRING \$150,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND, AND BUDGETING AND APPROPRIATING SAID FUNDS IN THE AMOUNT OF \$150,000 TO PROJECT NO. PL2303

SUMMARY:

This Ordinance establishes Project No. PL2303 - Evaluation of Landfill Operation Alternatives, transfers \$150,000.00 from the unappropriated fund balance of the General Fund, and budgets and appropriates total funds in the amount of \$150,000.00 into the newly-created project account.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Waste Connections has contacted the City requesting a change to the Certificate of Designation for its operations at the South Side Landfill. The potential impacts of this request are significant to the City and its residents and businesses. Outside consultants with specialized experience in landfill design, construction, and management will be required to assist City staff with reviewing Waste Connection's proposals. The project established under this Ordinance will provide funding that will allow the City to engage technical consultants and special counsel to review proposals and information received from Waste Connections and to identify and evaluate a range of strategic alternatives related to landfill and waste management operations benefiting the City for decades to come.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$150,000.00 will be transferred from the unappropriated fund

balance of the General Fund and budgeted and appropriated into the newly-created project account.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this Ordinance will prevent the allocation of funding necessary for the procurement of the technical and legal professional services required to properly evaluate strategic alternatives related to landfill operations and waste management within the City.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT PL2303 - EVALUATION OF LANDFILL OPERATION ALTERNATIVES, TRANSFERRING \$150,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND, AND BUDGETING AND APPROPRIATING SAID FUNDS IN THE AMOUNT OF \$150,000 TO PROJECT NO. PL2303

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

SECTION 1.

The Evaluation of Landfill Operation Alternatives project, PL2303, is hereby established.

SECTION 2.

Funds in the amount of \$150,000.00 are hereby transferred from the unappropriated fund balance of the General Fund and budgeted and appropriated into the Evaluation of Landfill Operation Alternatives Project No. PL2303.

SECTION 3.

In accordance with the provisions of Section 6-7 of the Charter of the City of Pueblo, City Council hereby approves compensation for special counsel, if retained by the City Attorney, in an amount not to exceed \$50,000.00 for services related to and to be paid from Project No. PL2303.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE ESTABLISHING ACCOUNT PROJECT CI2320 - FIRE STATION NO. 6 LAND PROCUREMENT, TRANSFERRING \$70,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND, BUDGETING AND APPROPRIATING SAID FUNDS IN THE AMOUNT OF \$70,000 TO ACCOUNT PROJECT NO. CI2320, AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE FOR A PORTION OF LOTS 7 AND 8, BLOCK 2, TRINITY SUBDIVISION, CITY OF PUEBLO COLORADO

SUMMARY:

This Emergency Ordinance establishes account Project No. CI2320 - Fire Station No. 6 Land Procurement, transfers \$70,000.00 from the unappropriated fund balance of the General Fund, budgets and appropriates total funds in the amount of \$70,000.00 into the newly-created project account, and approves and authorizes the Mayor to execute a contract to buy and sell real property (specifically, portions of Lots 7 and 8 of Block 2 of the Trinity Subdivision in the City of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Emergency Ordinance establishes a project account designated specifically for the procurement of additional land to support the ongoing project to design and construct the new Fire Station No. 6 on Victory Lane on the City's east side. During the design process, it became apparent that the configuration of the lots owned by the City of Pueblo did not have sufficient depth to accommodate a driveway that would allow fire apparatus to pull through the vehicle bay. An additional area of approximately 0.85 acres will be required to construct the new fire station. The City of Pueblo is prepared to enter into an agreement to purchase the property and this Ordinance will also

approve the Mayor to execute the agreement on behalf of the City of Pueblo.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$70,000.00 shall be transferred from the unappropriated fund balance of the General Fund and budgeted and appropriated into the newly-created account Project No. C12320 - Fire Station No. 6 Land Procurement.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this Emergency Ordinance will prevent the procurement of the additional parcel necessary to design and construct the pull-through access driveway at Fire Station No. 6.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. Contract Agreement - Fire Station 6 Land Purchase

ORDINANCE NO.

AN ORDINANCE ESTABLISHING ACCOUNT PROJECT CI2320 - FIRE STATION NO. 6 LAND PROCUREMENT, TRANSFERRING \$70,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND, BUDGETING AND APPROPRIATING SAID FUNDS IN THE AMOUNT OF \$70,000 TO ACCOUNT PROJECT NO. CI2320, AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE FOR A PORTION OF LOTS 7 AND 8, BLOCK 2, TRINITY SUBDIVISION, CITY OF PUEBLO COLORADO

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

SECTION 1.

The Fire Station No. 6 Land Procurement project, account tProject No. CI2320, is hereby established.

SECTION 2.

Funds in the amount of \$70,000.00 are hereby transferred from the unappropriated fund balance of the General Fund and budgeted and appropriated into the Fire Station No. 6 Land Procurement account Project No. CI2320.

SECTION 3.

The Contract to Buy and Sell Real Estate between the City of Pueblo, a Colorado Municipal Corporation, and Global Proposal, LLC., a copy of which is attached hereto ("Agreement"), having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Agreement in the name of the City of Pueblo. The City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 4.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance 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



RE/MAX
of Pueblo, Inc.

RE/MAX of Pueblo, Inc.
511 W. 29th St., Suite A Pueblo, CO 81008
Greg Hahn
Sales Associate/Broker The Greg Hahn Sales Team
Ph: 719-546-1717

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

**(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)**

Date:

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. City of Pueblo (Buyer) will take title to the Property described below as ☐ **Joint Tenants**
☐ **Tenants In Common** ☒ **Other** a Municipal Corporation.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. Global Proposal LLC (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Pueblo, Colorado (insert legal description):
A portion of Lot 7 & 8, Block 2, The Trinity Sub being approximately .85 acres +/- (See Exhibit A)
known as: TBD TBD, Pueblo, CO 81001

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:
vacant land only

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Encumbered Inclusions. Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:
no exceptions

2.5.3. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):
none

2.6. Exclusions. The following items are excluded (Exclusions):

none

2.7. Water Rights, Well Rights, Water and Sewer Taps.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

none

Any deeded water rights will be conveyed by a good and sufficient none deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

none

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is n/a.

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

n/a

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

n/a

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer ☐ **Does** ☐ **Does Not** have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

n/a

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5:00 p.m.
2	§ 4	Alternative Earnest Money Deadline	5 MEC
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	30 MEC
4	§ 8	Record Title Objection Deadline	40 MEC
5	§ 8	Off-Record Title Deadline	30 MEC
6	§ 8	Off-Record Title Objection Deadline	40 MEC
7	§ 8	Title Resolution Deadline	50 MEC
8	§ 8	Third Party Right to Purchase/Approve Deadline	n/a
		Owners' Association	
9	§ 7	Association Documents Deadline	n/a
10	§ 7	Association Documents Termination Deadline	n/a
		Seller's Disclosures	

11	§ 10	Seller's Property Disclosure Deadline	<i>n/a</i>
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	<i>n/a</i>
		Loan and Credit	
13	§ 5	New Loan Application Deadline	<i>n/a</i>
14	§ 5	New Loan Terms Deadline	<i>n/a</i>
15	§ 5	New Loan Availability Deadline	<i>n/a</i>
16	§ 5	Buyer's Credit Information Deadline	<i>n/a</i>
17	§ 5	Disapproval of Buyer's Credit Information Deadline	<i>n/a</i>
18	§ 5	Existing Loan Deadline	<i>n/a</i>
19	§ 5	Existing Loan Termination Deadline	<i>n/a</i>
20	§ 5	Loan Transfer Approval Deadline	<i>n/a</i>
21	§ 4	Seller or Private Financing Deadline	<i>n/a</i>
		Appraisal	
22	§ 6	Appraisal Deadline	<i>n/a</i>
23	§ 6	Appraisal Objection Deadline	<i>n/a</i>
24	§ 6	Appraisal Resolution Deadline	<i>n/a</i>
		Survey	
25	§ 9	New ILC or New Survey Deadline	40 MEC
26	§ 9	New ILC or New Survey Objection Deadline	<i>n/a</i>
27	§ 9	New ILC or New Survey Resolution Deadline	<i>n/a</i>
		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	<i>n/a</i>
29	§ 8	Mineral Rights Examination Deadline	<i>n/a</i>
30	§ 10	Inspection Termination Deadline	50 MEC
31	§ 10	Inspection Objection Deadline	40 MEC
32	§ 10	Inspection Resolution Deadline	50 MEC
33	§ 10	Property Insurance Termination Deadline	<i>n/a</i>
34	§ 10	Due Diligence Documents Delivery Deadline	30 MEC
35	§ 10	Due Diligence Documents Objection Deadline	40 MEC
36	§ 10	Due Diligence Documents Resolution Deadline	50 MEC
37	§ 10	Environmental Inspection Termination Deadline	50 MEC
38	§ 10	ADA Evaluation Termination Deadline	<i>n/a</i>
39	§ 10	Conditional Sale Deadline	<i>n/a</i>
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	<i>n/a</i>
41	§ 11	Estoppel Statements Deadline	<i>n/a</i>
42	§ 11	Estoppel Statements Termination Deadline	<i>n/a</i>
		Closing and Possession	
43	§ 12	Closing Date	9/1/2023 Friday
44	§ 17	Possession Date	closing
45	§ 17	Possession Time	closing

46	§ 27	Acceptance Deadline Date	7/7/2023 Friday
47	§ 27	Acceptance Deadline Time	5:00 p.m.
48	n/a	n/a	n/a
49	n/a	n/a	n/a

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☐ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 40,000.00	
2	§ 4.3.	Earnest Money		\$ 2,000.00
3	§ 4.5.	New Loan		\$ 0.00
4	§ 4.6.	Assumption Balance		\$ 0.00
5	§ 4.7.	Private Financing		\$ 0.00
6	§ 4.7.	Seller Financing		\$ 0.00
7	n/a	n/a		\$
8	n/a	n/a		\$
9	§ 4.4.	Cash at Closing		\$ 38,000.00
10		Total	\$ 40,000.00	\$ 40,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$n/a (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a check, will be payable to and held by Land Title (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually

agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21**, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **"If Buyer is in Default, § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**.

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. Credit Information. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes

disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☐ **Will** ☒ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed

tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by

☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ Other n/a.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS

MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

8.5. Tax Certificate. A tax certificate paid for by ☐ Seller ☒ Buyer, for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND

TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☐ **New Survey** in the form of n/a; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ Seller ☒ Buyer will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ Seller ☒ Buyer or:
n/a

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and n/a will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives

Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults.**"

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and

premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

[n/a](#)

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☐ **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☐ **Will Not** assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☐ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.4.2.** Property tax bills for the last [n/a](#) years;

☐ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.4.5.** Operating statements for the past [n/a](#) years;

☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past [n/a](#) years;

☒ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☒ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☐ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☒ **10.6.1.4.13.** Other:

[Any knowledge and/or documents in Seller's possession related to the Subject Property being Lot 8 Trinity Sub.](#)

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or

are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☒ Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or n/a, at the expense of ☐ Seller ☒ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by 60 days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☒ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as n/a. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ Does ☒ Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☒ There is **No Well**. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

- 10.10. **Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]
10.11. **Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]
10.12. **Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. **Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

- 11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;
11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;
11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;
11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;
11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and
11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. **Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. **Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. **Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. **Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☒ **Are**
☐ **Are Not** executed with this Contract.

12.3. **Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by [n/a](#).

12.4. **Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. **Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☐ special warranty deed ☒ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ n/a deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ Other n/a.

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$n/a for:

☐ Water Stock/Certificates ☐ Water District

☐ Augmentation Membership ☐ Small Domestic Water Company ☐ n/a

and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation.

If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

☒ **Taxes for the Calendar Year Immediately Preceding Closing**

☐ **Most Recent Mill Levy and Most Recent Assessed Valuation**, ☐ **Other**

n/a

16.1.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and

n/a

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and

n/a

Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ n/a per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

General Provisions

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be

paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

18.5. Home Warranty. [Intentionally Deleted]

18.6. Risk of Loss – Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for the growing crops.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or n/a.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water.**

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

29. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

1. Buyer will facilitate and pay all costs related to engineering, survey, lot line rearrangement/subdivision necessary to complete transfer of said property.

2. Seller agrees to cooperate related to any necessary signatures and/or authorization to allow Buyer to complete Item #2 above.

3. This contract and all dates to be extended up to 60 days if necessary to complete conveyance. Parties do, however, agree to close at an earlier time if notified that the property is able to be conveyed.

30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents are a part of this Contract:

1) Exhibit A

2) Representation Clause

30.2. Documents Not Part of Contract. The following documents have been provided but are not a part of this Contract:

n/a

Signatures

	← BUYER'S SIGNATURE
Buyer: City of Pueblo By: Nicholas A. Gradisar	

[NOTE: If this offer is being countered or rejected, do not sign this document.]

	← SELLER'S SIGNATURE
Seller: Global Proposal LLC	

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☒ Buyer's Agent ☐ Transaction-Broker in this transaction.

☐ Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ Listing Brokerage Firm ☒ Buyer
☐ Other .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: *RE/MAX of Pueblo, Inc.*
The Greg Hahn Sales Team

Brokerage Firm's License #: *EC 39360*



Date: *6/7/2023*

Broker's Name: *Greg Hahn*

Broker's License #: *ER00145541*

Address: *511 W. 29th St., Suite A Pueblo, CO 81008*

Ph: *719-546-1717* Fax: Email Address: *greghahn@remax.net; jsalimeno@remaxpueblo.com; steve.henson@remax.net; jenniferlagdag@remax.net*

B. Broker Working with Seller

Broker ☐ Does ☐ Does Not ☐ (Clr) acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ Seller's Agent ☐ Transaction-Broker ☐ (Clr) in this transaction.

☒ Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship

with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ Seller ☐ Buyer ☐ Other

. ☐ (Clr)

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name:

Brokerage Firm's License #:

Broker's Signature _____ Date: _____

Broker's License #:

Address: ,

Ph: Fax: Email Address:

CBS4-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

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EXHIBIT "A"
PORTION OF LOT 7 AND LOT 8, BLOCK 2 OF THE TRINITY SUBDIVISION
LAND DESCRIPTION

A parcel of land located in the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section 33 Township 20 South, Range 64 West of the 6th Principal Meridian, in the County of Pueblo and State of Colorado, and being more particularly described as follows:

Considering the south line of Parcel "B" of the Rearrangement of Property Boundaries recorded in Book 2155 at Page 979 in the Pueblo County records to bear S89°57'10"E and all bearings contained herein being relative thereto. Both ends of said south line being monumented with a No. 4 rebar with a 2" aluminum cap stamped with PLS. No. 31925.

Beginning at the southeast corner of Parcel "A" in said Rearrangement of Property Boundaries, said point being on the north lot line of Lot 8, Block 3 in the Trinity Subdivision recorded June 12, 1981 in Book 2076 at Page 311 in the Pueblo County records; thence S89°57'10"E along said north line of Lot 8, a distance of 101.11 feet; thence S81°18'40"E, a distance of 65.14 feet; thence S48°46'22"E, a distance of 210.00 feet to the southeast corner of Lot 7, Block 3 of said Trinity Subdivision; thence S87°19'28"W along the south lot line of said Lot 7, a distance of 316.17 feet; thence N02°40'32"W, a distance of 163.26 feet to the Point of Beginning.

Said parcel of land containing 0.85 acres, more or less

I, Michael L. Cuppy, being a licensed Professional Land Surveyor in the State of Colorado, do hereby state that this land description and exhibit, being made a part hereof, were prepared under my responsible charge and are accurate to the best of my knowledge, information, and belief.

Michael L. Cuppy
Colorado P.L.S. 38485
For and on Behalf of
NorthStar Engineering and Surveying, Inc.
May 12, 2023

EXHIBIT "A"

LEGEND

P.O.B. POINT OF BEGINNING

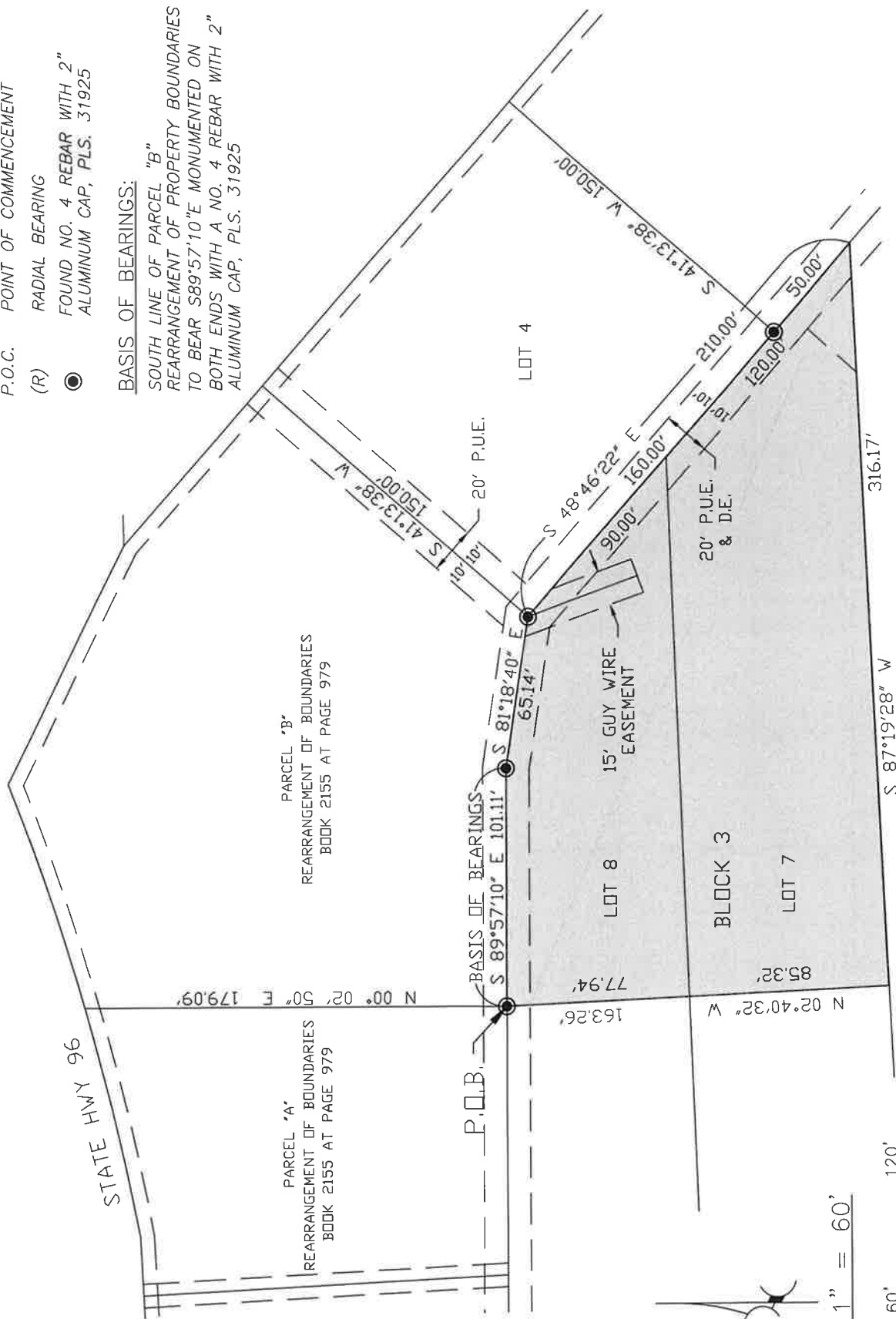
P.O.C. POINT OF COMMENCEMENT

(R) RADIAL BEARING

FOUND NO. 4 REBAR WITH 2" ALUMINUM CAP, PLS. 31925

BASIS OF BEARINGS:

SOUTH LINE OF PARCEL "B"
REARRANGEMENT OF PROPERTY BOUNDARIES
TO BEAR S89°57'10"E MONUMENTED ON
BOTH ENDS WITH A NO. 4 REBAR WITH 2"
ALUMINUM CAP, PLS. 31925



SCALE: 1" = 60'



NOTE:

THIS EXHIBIT WAS NOT PREPARED AS A MONUMENTED LAND SURVEY, AND WAS ONLY PREPARED TO DEPICT THE ATTACHED LAND DESCRIPTION.

JN 22 027 02

B JUN 22 027 02
Y: NORTSTAR ENGINEERING AND SURVEYING, INC.

PAGE 2 OF 2



RE/MAX

Each Office Independently Owned & Operated

RE/MAX of Pueblo, Inc.

511 W. 29th St., Suite A

Pueblo, CO 81008

719-546-1717

This form is not approved by the Colorado Real Estate Commission and has important legal consequences. The parties should consult legal and tax or other counsel before signing.

REPRESENTATION CLAUSE

(Vacant Land)

A portion of Lot 7 & 8, Block 2, The Trinity Sub being approximately .85 acres +/- (See Exhibit A)

Legal Description: _____

In connection with the purchase of the above described property, the Buyer has been advised by RE/MAX of Pueblo, Inc., RE/MAX Pueblo West, Inc., or through its Agents to make such investigations as Buyer deems advisable to determine that the vacant land is in condition satisfactory to Buyer, including, but not limited to:

Soil tests, which may disclose:

Filled ground

Underground water

Bentonite

Shale deposits too heavy for the intended use

Other chemical or mineral substances of any kind which might prove harmful or impractical in the use of the land

Zoning restrictions and local government requirements

Surveys

Landscaping requirements

Availability and expense of utilities, including:

Water taps

Sewer taps or percolation tests for septic systems

Electricity, including San Isabel Electric Association's minimum electric service contract

Buyer may be responsible for the expense of bringing power and all utilities to the property

Natural gas or propane

Telephone

Cable television

Other matters of any kind affecting the ground or use of same

Buyer assumes full responsibility for approval of all Regional Building Department and Architectural Committee requirements when submitting building plans.

Further, the Buyer has not relied upon, and does not rely upon, any statements of any kind relating to said land made by RE/MAX of Pueblo, Inc., RE/MAX Pueblo West, Inc., or its Agents, except those which are specifically set forth in the Buy/Sell Contract.

Buyer _____ Date _____ Seller _____ Date _____

Buyer _____ Date _____ Seller _____ Date _____

Approved by Larry T. Simons, Attorney at Law

This Addendum has NOT been approved by the Colorado Real Estate Commission. It was prepared by legal counsel for use of RE/MAX of Pueblo, Inc. It is general in nature and may not be suitable for all transactions. Parties to this Agreement should consult their own attorneys with regard to any questions of interpretation.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

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

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A SUBGRANT IN THE AMOUNT OF \$55,000 FROM ONE COLORADO EDUCATION FUND FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, AND BUDGETING AND APPROPRIATING \$55,000 TO PROJECT NO. CI2213

SUMMARY:

Attached is an Ordinance approving and accepting a grant in the amount of \$55,000.00 from One Colorado Education Fund to provide funds to continue food systems work by the Pueblo Food Project through One Colorado's subgrantee program. This Ordinance budgets and appropriates the grant funds to Project No. CI2213 and authorizes the Mayor to sign the Grant Agreement.

PREVIOUS COUNCIL ACTION:

City Council approved a similar grant with One Colorado Education Fund in 2022.

BACKGROUND:

The Pueblo Food Project ("PFP") has been working in partnership with One Colorado Education Fund as it worked to improve food access, health, and nutrition for LGBTQ+ individuals in the community. One Colorado is a long-standing LGBTQ+ organization in Colorado and has been charged with assisting food initiatives in Pueblo County. Over the course of the last year, PFP and One Colorado have been working together to solve issues in Pueblo's food system. Over the last few weeks One Colorado approached PFP with a subgrantee offer to continue PFP's regular work in food systems and to work with One Colorado to increase outreach to the LGBTQ+ community.

FINANCIAL IMPLICATIONS:

There are no matching funds required for this grant. The City of Pueblo will receive

\$55,000.00 for the Pueblo Food Project on an invoice and reimbursement basis. The total grant budget for Project No. CI2213 will become \$55,000.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the Pueblo Food Project will not receive the grant funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 06-12-23 MOU Pueblo Food Project and One Colorado FY24 - City (1)

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A SUBGRANT
IN THE AMOUNT OF \$55,000 FROM ONE COLORADO
EDUCATION FUND FOR THE PUEBLO FOOD PROJECT,
AUTHORIZING THE MAYOR TO SIGN THE GRANT
AGREEMENT, AND BUDGETING AND APPROPRIATING
\$55,000 TO PROJECT NO. CI2213

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

SECTION 1.

The Memorandum of Understanding dated July 1, 2023 ("Agreement") between the City of Pueblo, a Municipal Corporation, by and through the Pueblo Food Project, and One Colorado Education Fund, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk is authorized to affix the seal of the City thereto and attest the same.

SECTION 3.

Funds in the amount of \$55,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. CI2213.

SECTION 4.

The officers and staff of the City are hereby authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the transactions described therein.

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

MEMORANDUM OF UNDERSTANDING

PARTIES

- This Memorandum of Understanding (hereinafter referred to as the “**Agreement**”) is entered into on July 1, 2023 (the “**Effective Date**”) and will end on June 30, 2024, by and between One Colorado Education Fund, with an address of 303 East 17th Avenue, Suite 400, Denver, CO 80203 and the City of Pueblo, by and through the Pueblo Food Project, with an address of 1 City Hall Place, Pueblo, Colorado 81003 (collectively referred to as the “**Parties**”).

PURPOSE

- This Agreement is entered into for the following reasons:
 1. To formalize a collaboration between One Colorado Education Fund and Pueblo Food Project to focus on reducing food insecurity in Pueblo County and around Colorado.
 2. To establish an agreement in accordance with the Colorado Department of Public Health and Environment’s (CDPHE) Health Disparities and Community Grant Program (HDCGP).
 3. To set guidelines, expectations, and timelines around grant deliverables, invoicing, and reporting.

RESPONSIBILITIES OF ONE COLORADO EDUCATION FUND

1. To be the lead organization on the Health Disparities and Community Grant Program through the Colorado Department of Public Health and Environment.
2. To be accountable to CDPHE and to Pueblo Food Project on deliverables outlined in our Statement of Work and agreed to in our contract with CDPHE.
3. To include Pueblo Food Project in planning and implementation of grant deliverables.
4. To invoice CDPHE 45 days after the end of the month for reimbursement of approved grant related expenses.
5. To request and receive invoices from Pueblo Food Project within 20 days after the month for reimbursement of approved grant related expenses.
6. To reimburse Pueblo Food Project for approved grant related expenses within 45 days after the end of the month.
7. To collaborate with Pueblo Food Project on the upcoming FY24 (July 2023-June 2024) Statement of Work and planning with CDPHE and the following Statements of Work outlining deliverables through grant period ending December 31, 2024.

RESPONSIBILITIES OF PUEBLO FOOD PROJECT

1. To be accountable to One Colorado Education Fund on deliverables outlined in this agreement.
2. To work with One Colorado Education Fund on planning and implementation of HDCGP related goals.
3. To provide proof of insurance to One Colorado Education Fund, showing the City of Pueblo is a self-insured entity in accordance with Colorado law.
4. To invoice One Colorado Education Fund for approved grant related expenses within 30 days of the month end. Total FY24 amount: \$55,000. Approved expense areas include:
 - Staff time
 - Data collection
 - Collaboration for SNAP PEAS and other partners
 - Healthy School Meals for All (Educational Purposes Only, No Lobbying)
 - Travel
 - Marketing/Social Media
4. To collaborate with One Colorado Education Fund on the upcoming FY24 (July 2023-June 2024) Statement of Work and planning with CDPHE and the following Statements of Work outlining deliverables through grant period ending December 31, 2024.
5. To collaborate with One Colorado Education Fund on HDCGP grant deliverables and goals:
 - a. Community advisory group
 - b. Food insecurity coalition
 - c. LGBTQ competency training, part one, implementation
 - d. LGBTQ competency training, part two, development
 - e. Identify individuals and organizations to participate in trainings
 - f. Data collection and sharing
 - g. Identifying existing and future policy goals

GOVERNING LAW AND VENUE

- This Agreement shall be governed by and construed 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.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing and they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented to by both Parties in writing.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

REPRESENTATION AND WARRANTIES

- The Parties agree and disclose that they are authorized fully for entering this Agreement. Both Parties' performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

LIMITATION OF LIABILITY

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in case such is not related to the direct result of one Party's negligence or breach.
- Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

SIGNATURE AND DATE

- 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.
- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

Name: _____

Title: _____

Organization: _____

Signature: _____

Date: _____

-

Name: _____

Title: _____

Organization: _____

Signature: _____

Date: _____

-

Name: _____

Title: _____

Organization: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Organization: _____

Signature: _____

Date: _____

Name:

Title:

Organization:

Signature:

Date:

Name:

Title:

Organization:

Signature:

Date:



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

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 PROFESSIONAL SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED \$45,560 BETWEEN THE CITY OF PUEBLO AND FINANCIAL CONSULTING SOLUTIONS GROUP, INC., D.B.A. FCS GROUP FOR THE 2023 BIENNIAL WASTEWATER RATE REVIEW

SUMMARY:

This Ordinance accepts an agreement between the City and our Rate Consultant of Record, FCS Group, for professional services associated with providing sanitary sewer rate consulting

PREVIOUS COUNCIL ACTION:

Ordinance No. 10429 awarded an agreement between the City of Pueblo and Financial Consulting Solutions Group, Inc., DBA FCS Group, Inc. and named Financial Consulting Solutions Group, Inc., DBA FCS Group, as the Rate Consultants of Record for the Pueblo Wastewater Department, on April 12, 2023.

BACKGROUND:

Section 16-6-26 and 16-6-37 of the Pueblo Municipal Code requires biennial review of sanitary sewer rates and fees. As an enterprise of the City of Pueblo, the Wastewater Department is obligated to collect sufficient funds through its rates and fees to pay for its operations. Operating and maintaining the infrastructure of these facilities entails increasing costs. Financial Consulting Solutions Group, Inc., DBA FCS Group, Inc. was selected as the Rate Consultant of Record for wastewater utility fees. The attached professional services agreement between the City and Financial Consulting Solutions Group, Inc., DBA FCS Group provides for the required biennial rate review and financial plan study in 2023.

FINANCIAL IMPLICATIONS:

Funding for the professional services related to the rate review are available from the Sewer User Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

Not applicable. The Municipal Code requires that sanitary sewer rates be reviewed no less often than every two years. Financial Consulting Solutions Group, Inc., DBA FCS Group was selected as the City's Wastewater Rate Consultant of Record through a competitive bid process in April of 2023.

RECOMMENDATION:

Approve

ATTACHMENTS:

1. 23-030 Rate Study Schedules 1 - 3
2. Certificate of Good Standing
3. Colorado Secretary of State - Summary
4. 5-8-23 Convert Vacant AEII to Civ Engineer Wastewater
5. 06-12-23 Agreement for Rate Study 2023

ORDINANCE NO.

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED \$45,560 BETWEEN THE CITY OF PUEBLO AND FINANCIAL CONSULTING SOLUTIONS GROUP, INC., D.B.A. FCS GROUP FOR THE 2023 BIENNIAL WASTEWATER RATE REVIEW

WHEREAS, Section 16-6-26 and 16-6-37 of the Pueblo Municipal Code requires biennial review of wastewater rates and fees; and

WHEREAS, Financial Consulting Solutions Group, Inc., DBA FCS Group, was selected as the Rate Consultant of Record for wastewater utility fees; NOW, THEREFORE,

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

SECTION 1.

The Agreement for Professional Services by and between Pueblo, a Municipal Corporation, and Financial Consulting Solutions Group, Inc., DBA FCS Group, Inc. a true copy of which is attached hereto and incorporated herein by reference (the "Agreement") having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Work performed under this Agreement includes review and analysis of wastewater rates and charges, including user charges, excessive strength surcharges, industrial pretreatment charges, and system development fee use policies, and related ancillary services with respect to the 2023 biennial review.

SECTION 3.

Funds for payment for professional services under said Agreement shall be paid from appropriated funds budgeted in the City's 2023 Budget from the Sewer User Fund.

SECTION 4.

The Mayor is authorized to execute and deliver the Agreement on behalf of Pueblo, a municipal corporation, acting by and through its Wastewater Enterprise.

SECTION 5.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreement, to implement the policies and procedures described therein.

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

Schedule 1

Excerpt from Proposer's Submittal dated May 10, 2023, pages 1 - 2

The proposed scope of work for updating the City of Pueblo's wastewater rates for 2024. The update will include updates to the monthly user charges and the plant investment and connection fees. To meet the City's stated needs, we propose to conduct a comprehensive update to the 10-year forecast last prepared for the City as part of its 2021 Rate Study. The forecast is a financial planning model that will allow us to work with you to develop alternative scenarios for funding the CIP, issuing and supporting new debt, and managing the Department's cash reserves. In addition, we can provide the City with the expected revenue increase required for each scenario to meet its projected needs.

Task 1 – Project Initiation

The project initiation includes all data gathering needed for the update and most project management tasks necessary to complete the project within the City's timeframe.

- a) Kickoff Meeting
- b) Information Request
- c) Information Review
- d) Monthly Status Meetings

Task 2 – Forecast of Revenue Requirements

The second task will include all the efforts required to update the forecasted revenue requirements from two years ago.

- a) Prepare preliminary model and calibrate to 2021 outcomes. We will prepare a new financial forecast model using FCS GROUP's standard modeling framework in this task. Because another firm prepared the previous update, we will populate the preliminary model with the inputs and assumptions from the previous update. We will then conduct a variance analysis and adjust our model until we can replicate the previous results.
- b) Update the revenue requirement forecast. Once the model has been calibrated, we will add the new inputs from the information request.
- c) Evaluate the updated forecast with the City. First, we will review the outcomes from the updated model with the City. Then, if needed, we will prepare alternative financing scenarios to achieve the City's goals of maintaining average residential bills at < 1.5% of the median household income level.

- d) Prepare the final scenarios and recommended rate adjustments. Based on our review with the City, we will prepare a final set of scenarios, including a recommended set of revenue adjustments.

Task 3 – PIF and Connection Fee Update

- a) Update asset values for the treatment plant and collection systems. We will update the asset values used in the fee calculations. All data and information required will have been requested in the initial information request.
- b) Update capacity values if needed. Unless the City identifies an increase in treatment or collection system capacity, we intend to use the same capacity values shown in the previous update.
- c) Recalculate unit costs. We will determine a unit cost for treatment and a separate one for the collection system consistent with the City's previous update.
- d) Review the findings with the City. We will review the initial findings with the City and make revisions as needed based on the City's feedback.
- e) Prepare final scenarios and recommended fee adjustments. We will prepare the final scenarios and recommendations after reviewing our findings with the City.

Task 4 – Documentation and Presentation of Findings

- a) Prepare draft report. We will prepare a draft report in substantially the same format as the previous update effort.
- b) Prepare Council study session materials. We will prepare PowerPoint presentation materials summarizing our findings and recommendations in enough depth for a Council study session.
- c) Review draft report with City. We will transmit the draft report to the City after completing it. The City will have at least two weeks to provide written comments, after which time we will
- d) Attend meetings with the City Council. We will attend up to two Council meetings to present our findings and recommendations.
- e) Finalize the report. We will prepare the final report incorporating the City's comments from the draft report.

Schedule 2
Excerpt from Proposer's Submittal dated May 10, 2023, pages 3 - 4

Budget

Task	Mumm	Hobart	Richard	Hansen	Total
Task 1	2	4	8	0	14
Task 2	4	24	48	0	76
Task 3	4	8	0	24	36
Task 3	24	24	8	8	64
Total	34	60	64	32	190
Rate	\$320.00	\$280.00	\$190.00	\$160.00	
Total	\$10,880.00	\$16,800.00	\$12,160.00	\$5,120.00	\$44,960.00
Expenses					\$600.00
Total Budget					\$45,560.00

FCS GROUP
2023 STANDARD FEE SCHEDULE
Effective December 5, 2022

LABOR

<u>POSITION/TITLE</u>		<u>BILLING RATE</u>
Principals	Standard Rate	\$320
Project Managers	Standard Rate	\$230
Consultants	Standard Rate	\$190
Analysts	Standard Rate	\$160
 <u>Administrative and Technical Support</u>		
Public Relations		\$170
Technical Writer/Graphic Artist		\$145
Administrative Support		\$ 95

DIRECT EXPENSES

Major direct expenses, such as travel, mileage, and lodging, will be charged at cost. Other expenses will not be directly charged unless by mutual agreement of the client, and FCS GROUP and specific terms will be established before expenditure and billing.

SUBCONSULTANTS

When applicable, subconsultants will be charged at the invoiced cost plus 10%.

Scheduling

Substantial completion of the analytical work in Task 3 will occur on or before August 18, 2023. The draft report and the Council study session materials will be completed on or before September 1st. The final report will be prepared within two weeks after the City Council meetings are completed.

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,

Financial Consulting Solutions Group, Inc.

is an entity formed or registered under the law of Washington , 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 20071451891 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 05/15/2023 that have been posted, and by documents delivered to this office
electronically through 05/16/2023 @ 14:19:32 .

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 05/16/2023 @ 14:19:32 in accordance with applicable law.
This certificate is assigned Confirmation Number 14973056 .



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."



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	Financial Consulting Solutions Group, Inc.		
Status	Good Standing	Formation date	10/01/2007
ID number	20071451891	Form	Foreign Other
Periodic report month	August	Jurisdiction	Washington
Principal office street address	7525 166th Ave NE Ste D215, Redmond, WA 98052-6672, US		
Principal office mailing address	7525 166th Ave NE Ste D215, Redmond, WA 98052-6672, US		

Registered Agent	
Name	C T Corporation System
Street address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112-1268, US
Mailing address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112-1268, US

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Back



**BACKGROUND PAPER FOR PROPOSED
ORDINANCE**

COUNCIL MEETING DATE: May 8, 2023

TO: President Heather Graham and Members of City Council
CC: Mayor Nicholas A. Gradisar
VIA: Marisa Stoller, City Clerk
FROM: Marisa Pacheco, Human Resources Director
Andra Ahrens, Wastewater Director
SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING ORDINANCE
BY CONVERTING A VACANT POSITION WITHIN THE WASTEWATER
DEPARTMENT

SUMMARY:

The Wastewater Director, with Mayor Gradisar's approval, requests to convert a currently vacant position in the Wastewater Department from an Associate Engineer II to a new classification of Civil Engineer Wastewater to improve operational efficiencies within the department.

PREVIOUS COUNCIL ACTION:

On December 27, 2022, City Council approved Ordinance No. 10363. This Ordinance provided authorized staffing for Fiscal Year 2023.

BACKGROUND:

The Wastewater Department requests to convert one currently vacant WW-Associate Engineer II position to a new classification of Civil Engineer – Wastewater. The department has been unable to fill the Associate Engineer II position which has been posted four times since October 2022 with no applicants. While the vacancy has created a workload imbalance for the remaining staff, it has also afforded the Engineering Division the opportunity to review internal engineering operations and to assess what level of position would optimize efficiency in this busy division of the Wastewater Department.

Wastewater provides engineering services but is the only City department with an engineering function that does not have a professional, journey-level civil engineer position. The conversion of this vacancy will result in the Engineering Division operating more efficiently. Project management, oversight of the construction team, ensuring project close out is complete, and coordinating with other City Departments, previously assigned to the Wastewater Engineering Manager will be re-assigned to this position. This will allow the Wastewater Engineering Manager to focus on other mission critical and higher-level management tasks such as completing the Wastewater Design Criteria and other documents, training new employees, writing various procedures, and performing subdivision reviews in a more efficient manner. Another ancillary

benefit is that the creation of this classification will provide a career ladder for others in the City who are currently or who have pursued professional engineering licensure. The City's ability to attract and retain engineering talent has been difficult. By creating another professional civil engineer position, the opportunity for internal promotion will ideally result in retaining talented staff and growing the Wastewater Department's and City's engineering capacity.

FINANCIAL IMPLICATIONS:

This is zero net change to staffing levels within the Wastewater Department.

The cost to convert the vacancy is the difference between the Associate Engineer II and the Civil Engineer Wastewater position, estimated to be \$2,377 per month (includes salary related benefits), or \$28,523 annually. Funding for this cost increase will come from the Wastewater Enterprise Fund.

Assuming the position will be filled in July, the cost difference for the remainder of the year is approximately \$16,639 and can be absorbed by the department's existing 2023 budget. No additional funding is required for 2023.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no action alternative would be to retain the current staffing levels which would eliminate any opportunity to re-balance staff workload and enhance department efficiencies.

RECOMMENDATION:

Approval of the Ordinance.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023
STAFFING ORDINANCE BY CONVERTING A VACANT
POSITION WITHIN THE WASTEWATER DEPARTMENT

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for the Wastewater 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 "Wastewater Engineering" "of Ordinance No. 10363, being the 2023 Staffing Ordinance, is amended as follows:

The following positions shall be authorized for FY 2023:

Wastewater-Engineering

Associate Engineer II WW	[2]1
WW Data Technician II	1
WW Data Technician	1
WW Engineering Manager	1
<u>Civil Engineer Wastewater</u>	<u>1</u>
Associate Field Engineer	1
<u>Inspector/WW</u>	<u>2</u>
Total	8

SECTION 2.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate, and transactions described therein.

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2023 Budget and staffing with respect to the allocation of positions within the Wastewater 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 May 8, 2023.

Final adoption of Ordinance by City Council on May 22, 2023.

President of City Council

Action by the Mayor:

- ☐ Approved on _____.
- ☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST:

City Clerk



**AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
FINANCIAL CONSULTING SOLUTIONS GROUP, INC. DBA FCS GROUP**

23-030 WASTEWATER RATE CONSULTANT OF RECORD -
RATE STUDY 2023

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND FINANCIAL CONSULTING SOLUTIONS GROUP, INC. DBA FCS GROUP

THIS AGREEMENT ("Agreement") made and entered this Thursday, March 30, 2023 by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Financial Consulting Solutions Group, Inc. dba FCS Group (hereinafter referred to as "Consultant"), for Consultant to render certain professional and related services for City in connection with Bid 23-030 Wastewater Rate Consultant of Record - Rate Study 2023, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. GENERAL

- A. Consultant shall satisfactorily perform consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Scope of Services"). Such services shall include all usual and customary study, research, reporting, calculations, presentation and related ancillary consulting services including any incidental work on the Project. In the event this Agreement follows the selection of Consultant by Client pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.
- B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.
- C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event Client has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall be responsible for the professional quality, technical accuracy and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including reports and other services, irrespective of Client's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses Client and Client's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to

commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

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

3. CITY'S RESPONSIBILITIES

- A. Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, data and previous reports accessible to Client which Consultant may reasonably require.
- B. Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum contract price.

- C. Client shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The Client's approval of any reports, documents, or other materials and/or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.
- D. Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “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.

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$45,560.00 in the aggregate as set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.
- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

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

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, reports, 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.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5.
- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to City, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

All 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 City and the City is vested with all rights therein of whatever kind and however created, whether created by

common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement. In the event City uses the designs, drawings or specifications provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such designs, drawings or specifications for such other project.

7.2. Advertising

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

7.3. Equal Employment Opportunity

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

7.4. Access to Property Not Under City's Control

Consultant acknowledges that the Project may require access to property not under the control of City at the time of execution of this Agreement. Consultant and Consultant's employees and consultants shall, at Consultant's expense, obtain all additional necessary approvals and clearances required for access to such property. City 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 City's control may require Consultant to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

7.5. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo Wastewater Department, Attn: Andra Ahrens, Director, 1300 S. Queens Ave., Pueblo, CO, 81001 or to the Consultant, Financial Consulting Solutions Group, Inc. dba FCS Group, Attn: John Ghilarducci, President, 7525 166th Ave. NE, Ste D-215, Redmond, WA, 98052. 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.

7.6. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of the bid and Master Contract for 23-030 Wastewater Rate Consultant of Record 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.

7.7. Subcontracts

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

7.8. Successors and Assigns

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

7.9. Amendments

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

7.10. 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.

7.11. 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.

7.12. 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.

8. DISPUTES

- A. Any dispute or disagreement between Consultant and City arising from or relating to this Agreement or Consultant's services or right to payment hereunder shall be determined and decided by the City'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.
- B. Pending resolution of any dispute or disagreement, or judicial review, Consultant shall proceed diligently with performance of its work under this Agreement.

9. INSURANCE

9.1. Conditions

- A. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages

because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.

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

9.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. 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, and "Completed Operations and Projects Liability" coverage.
- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. 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. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.

10. ACCESSIBILITY

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

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

12. PERA LIABILITY

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

13. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 2 pages
- Schedule 2 - "Fee Schedule" consisting of 2 pages
- Schedule 3 - "Work Schedule" consisting of 1 page

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 Contractor 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

FCS GROUP

By _____
Naomi Hedden, Director of Purchasing

By _____
Jason Mumm, Principal

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

Robert P. Jagger, City Attorney

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Project Schedule
Additional Information for Agreement

Schedule 1

Excerpt from Proposer's Submittal dated May 10, 2023, pages 1 - 2

The proposed scope of work for updating the City of Pueblo's wastewater rates for 2024. The update will include updates to the monthly user charges and the plant investment and connection fees. To meet the City's stated needs, we propose to conduct a comprehensive update to the 10-year forecast last prepared for the City as part of its 2021 Rate Study. The forecast is a financial planning model that will allow us to work with you to develop alternative scenarios for funding the CIP, issuing and supporting new debt, and managing the Department's cash reserves. In addition, we can provide the City with the expected revenue increase required for each scenario to meet its projected needs.

Task 1 – Project Initiation

The project initiation includes all data gathering needed for the update and most project management tasks necessary to complete the project within the City's timeframe.

- a) Kickoff Meeting
- b) Information Request
- c) Information Review
- d) Monthly Status Meetings

Task 2 – Forecast of Revenue Requirements

The second task will include all the efforts required to update the forecasted revenue requirements from two years ago.

- a) Prepare preliminary model and calibrate to 2021 outcomes. We will prepare a new financial forecast model using FCS GROUP's standard modeling framework in this task. Because another firm prepared the previous update, we will populate the preliminary model with the inputs and assumptions from the previous update. We will then conduct a variance analysis and adjust our model until we can replicate the previous results.
- b) Update the revenue requirement forecast. Once the model has been calibrated, we will add the new inputs from the information request.
- c) Evaluate the updated forecast with the City. First, we will review the outcomes from the updated model with the City. Then, if needed, we will prepare alternative financing scenarios to achieve the City's goals of maintaining average residential bills at < 1.5% of the median household income level.

- d) Prepare the final scenarios and recommended rate adjustments. Based on our review with the City, we will prepare a final set of scenarios, including a recommended set of revenue adjustments.

Task 3 – PIF and Connection Fee Update

- a) Update asset values for the treatment plant and collection systems. We will update the asset values used in the fee calculations. All data and information required will have been requested in the initial information request.
- b) Update capacity values if needed. Unless the City identifies an increase in treatment or collection system capacity, we intend to use the same capacity values shown in the previous update.
- c) Recalculate unit costs. We will determine a unit cost for treatment and a separate one for the collection system consistent with the City's previous update.
- d) Review the findings with the City. We will review the initial findings with the City and make revisions as needed based on the City's feedback.
- e) Prepare final scenarios and recommended fee adjustments. We will prepare the final scenarios and recommendations after reviewing our findings with the City.

Task 4 – Documentation and Presentation of Findings

- a) Prepare draft report. We will prepare a draft report in substantially the same format as the previous update effort.
- b) Prepare Council study session materials. We will prepare PowerPoint presentation materials summarizing our findings and recommendations in enough depth for a Council study session.
- c) Review draft report with City. We will transmit the draft report to the City after completing it. The City will have at least two weeks to provide written comments, after which time we will
- d) Attend meetings with the City Council. We will attend up to two Council meetings to present our findings and recommendations.
- e) Finalize the report. We will prepare the final report incorporating the City's comments from the draft report.

Schedule 2
Excerpt from Proposer's Submittal dated May 10, 2023, pages 3 - 4

Budget

Task	Mumm	Hobart	Richard	Hansen	Total
Task 1	2	4	8	0	14
Task 2	4	24	48	0	76
Task 3	4	8	0	24	36
Task 3	24	24	8	8	64
Total	34	60	64	32	190
Rate	\$320.00	\$280.00	\$190.00	\$160.00	
Total	\$10,880.00	\$16,800.00	\$12,160.00	\$5,120.00	\$44,960.00
Expenses					\$600.00
Total Budget					\$45,560.00

FCS GROUP
2023 STANDARD FEE SCHEDULE
Effective December 5, 2022

LABOR

<u>POSITION/TITLE</u>		<u>BILLING RATE</u>
Principals	Standard Rate	\$320
Project Managers	Standard Rate	\$230
Consultants	Standard Rate	\$190
Analysts	Standard Rate	\$160
<u>Administrative and Technical Support</u>		
Public Relations		\$170
Technical Writer/Graphic Artist		\$145
Administrative Support		\$ 95

DIRECT EXPENSES

Major direct expenses, such as travel, mileage, and lodging, will be charged at cost. Other expenses will not be directly charged unless by mutual agreement of the client, and FCS GROUP and specific terms will be established before expenditure and billing.

SUBCONSULTANTS

When applicable, subconsultants will be charged at the invoiced cost plus 10%.

Scheduling

Substantial completion of the analytical work in Task 3 will occur on or before August 18, 2023. The draft report and the Council study session materials will be completed on or before September 1st. The final report will be prepared within two weeks after the City Council meetings are completed.

ADDITIONAL INFORMATION FOR AGREEMENT

Certificate of Good Standing

Colorado PERA Questionnaire

Insurance Certificates



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[FAQs, Glossary and Information](#)

Summary

Details			
Name	Financial Consulting Solutions Group, Inc.		
Status	Good Standing	Formation date	10/01/2007
ID number	20071451891	Form	Foreign Other
Periodic report month	August	Jurisdiction	Washington
Principal office street address	7525 166th Ave NE Ste D215, Redmond, WA 98052-6672, US		
Principal office mailing address	7525 166th Ave NE Ste D215, Redmond, WA 98052-6672, US		

Registered Agent	
Name	C T Corporation System
Street address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112-1268, US
Mailing address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112-1268, US

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Financial Consulting Solutions Group, Inc.

is an entity formed or registered under the law of Washington , 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 20071451891 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 05/24/2023 that have been posted, and by documents delivered to this office
electronically through 05/25/2023 @ 12:49:17 .

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 05/25/2023 @ 12:49:17 in accordance with applicable law.
This certificate is assigned Confirmation Number 15010805 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

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

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

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

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

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

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

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

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

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

Company Name: Financial Consulting Solutions Group, Inc.

Authorized Signature:  Title: Accounting Manager

Printed Name: Diane Harmon Date: March 16, 2023



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE CHANGING CAPITAL PROJECT NO. CI2306 - ICE ARENA RESTROOM EXPANSION TO CAPITAL PROJECT NO. CI2306 - ICE ARENA RENOVATIONS

SUMMARY:

The attached Ordinance will approve changing Capital Project No. CI2306 – Ice Arena Restroom Expansion to Capital Project No. CI2306 – Ice Arena Renovations.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

On September 12, 2022, City Council approved Ordinance No. 10270 which approved and accepted a Lease and Management Agreement with the Pueblo Bulls Hockey Club, Inc. to operate and maintain the Pueblo Ice Arena through August 28, 2027.

Capital Project No. 2306 – Ice Arena Restroom Expansion was created, budgeted, and appropriated during the 2023 budget process. It was during this time, the Pueblo Bulls Hockey Club, Inc. was planning on expanding the existing public restroom facilities in the Ice Arena to better serve patrons during Pueblo Bulls hockey games and other special events.

In March 2023, Pueblo Bulls Hockey Club, Inc. made the decision to look at other necessary renovations and improvements within the Ice Arena that would enhance the customer experience and allow the arena to be more multi-purpose. Some of these improvements include the purchase of a ProDeck Ice Floor Cover for use to cover the ice to hold events other than “ice” related events such as concerts, bull riding events, car shows, etc.; additional VIP seating areas within the Ice Hall area; and improvements to the concession cafeteria area to improve concession service.

The Parks and Recreation Department requests that Capital Project No. CI2306 – Ice Arena Restroom Expansion be changed to Capital Project No. CI2306 – Ice Arena Renovations, renaming the project and expanding its purpose to cover all Ice Arena renovations, not just those limited to restroom expansion.

FINANCIAL IMPLICATIONS:

Capital Project No. CI2306 has a budget of \$500,000. These funds will be used for Ice Arena renovations and improvements. The Pueblo Bulls Hockey Club, Inc. has proposed that the City pay 60% of improvement and renovation expenses, while it will be responsible for paying the remaining 40% of improvement and renovation expenses. Any such improvements and the splitting of costs will be addressed through addendums or other agreements between the parties.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the project name and purpose will remain limited.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE CHANGING CAPITAL PROJECT NO. CI2306 -
ICE ARENA RESTROOM EXPANSION TO CAPITAL PROJECT
NO. CI2306 - ICE ARENA RENOVATIONS

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

SECTION 1.

Capital Project No. CI2306 – Ice Arena Restroom Expansion is hereby changed to Capital Project No. CI2306 – Ice Arena Renovations, expanding the purpose of the project to include all Ice Arena renovations, and is hereby approved.

SECTION 2.

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

SECTION 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: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, BY AND THROUGH THE COLORADO STATE FAIR AUTHORITY, RELATED TO THE USE OF STATE FACILITIES IN SUPPORT OF A CITY-WIDE CLEANUP EVENT AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

SUMMARY:

The Ordinance will approve an agreement with the Colorado State Fair Authority authorizing the City of Pueblo to use the State Fair facilities to host a City-Wide Cleanup event on Saturday, October 14, 2023. The Ordinance also authorizes the Mayor to execute the agreement on behalf of the City.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo plans to host its next City-Wide Cleanup event at the State Fairgrounds on Saturday, October 14, 2023. The Colorado State Fair Authority requires the City of Pueblo to enter into an agreement for the use of their facilities, a copy of which is attached hereto. This Ordinance will approve the agreement and authorize the Mayor to enter into the agreement on behalf of the City.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this agreement will prevent the City of Pueblo from using the State Fairgrounds facilities for the cleanup event.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CITY OF PUEBLO CLEAN UP 10142023

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, BY AND THROUGH THE COLORADO STATE FAIR AUTHORITY, RELATED TO THE USE OF STATE FACILITIES IN SUPPORT OF A CITY-WIDE CLEANUP EVENT AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

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

SECTION 1.

The Agreement between the City of Pueblo, a Municipal Corporation and the State of Colorado, by and through the Colorado State Fair Authority, 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 Agreement in the name of the City of Pueblo.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

USE PERMIT & RENTAL CONTRACT

This agreement made and entered into this _____ day of _____, 2023 and between the Colorado State Authority, hereinafter known as the AUTHORITY, and

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

CONTACT: ANDREW HAYES, DIRECTOR OF PUBLIC WORKS

ADDRESS: 211 E. D STREET

CITY: PUEBLO STATE: CO ZIP: 81003

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

hereinafter known as the USER or CONTRACTOR

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

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

Date(s) of Event: SATURDAY, OCTOBER 14, 2023

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

Authorized MOVE IN period: 8:00 AM to 7:00 PM on FRIDAY, OCTOBER 13, 2023

Move-Out Period: BY 5:00 PM MONDAY, OCTOBER 16, 2023

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

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

RENTAL FEE: WAIVED - INCLUDES RENTAL PERIOD ABOVE.

DAMAGE DEPOSIT: WAIVED

ADDITIONAL MOVE-IN/MOVE-OUT FEES: WAIVED

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

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

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

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

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

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

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

TERMS OF USE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____17) COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

____18) CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

____19) BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

USER/Contractor: <u>City of Pueblo, a Colorado municipal corporation</u> Legal Name of Contracting Entity _____ Signature of Authorized Officer* <u>Nicholas A. Gradisar, Mayor</u> Printed Name & Title of Authorized Officer _____ Date <u>84-6000615</u> _____ FEIN	State of Colorado: Colorado State Fair Authority 1001 Beulah Ave. Pueblo, CO 81004 719.561.8484 _____ Scott Stoller, General Manager _____ Date
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In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Lea Cassidy, Controller Delegate

Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alexandria Romero, Director of Finance

SUBJECT: AN ORDINANCE AMENDING APPROPRIATIONS AND COMPILING PREVIOUS AMENDMENTS TO THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS AND CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2022 AND AMENDING THE BUDGET FOR THE YEAR 2022

SUMMARY:

Attached is an Ordinance amending the original 2022 budget Ordinance to incorporate changes made throughout the year

PREVIOUS COUNCIL ACTION:

Ordinance 10050, passed and approved by the City Council on November 22, 2021, adopting the Budget for the fiscal year 2022.

BACKGROUND:

In November of 2021, the City Council adopted the annual budget for the year 2022. During the year, due to various operational changes, the City Council adopted several Ordinances and Resolutions amending that budget. This Ordinance also incorporates changes and corrections as dictated through the year-end closing process, as well as adjustments to departmental budgets as necessary. This Ordinance accumulates all of these items into one summary Ordinance, which reflects the final revised Budget for the year 2022. For the General Fund, the sum of the budget amendment for the year 2022 is \$1,494,245. The preliminary unaudited Financial Statements for 2022 show the General Fund balance ending at a strong point, with a fund balance that is greater than was originally projected in the 2022 Adopted Budget.

FINANCIAL IMPLICATIONS:

This action summarizes previously approved council and administrative changes to the

budget and makes additional budget changes as needed.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not applicable to this Ordinance.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2022 Year end adjust budget reconciliation

ORDINANCE NO.

AN ORDINANCE AMENDING APPROPRIATIONS AND
COMPILING PREVIOUS AMENDMENTS TO THE GENERAL
FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS,
INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS AND
CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2022 AND
AMENDING THE BUDGET FOR THE YEAR 2022

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

SECTION #1.

The budget for the fiscal year 2022, with amendments made thereto by the City Council, the original of which is on file with the Director of Finance, is incorporated herein in full, and hereby approved.

SECTION #2.

The General Fund Revenue for Fiscal Year 2022 is hereby amended as follows:

SOURCE	ORIGINAL	FINAL AMENDED
Taxes	96,538,254	96,538,254
Licenses & Permits	907,500	907,500
Intergovernmental	3,412,020	3,412,020
Charges for Service	4,485,489	4,485,489
Fines & Forfeits	1,749,300	1,749,300
Other Revenue	557,000	557,000
Transfers In	3,893,606	3,893,606
Fund Balance	4,228	1,498,473
General Fund Total	111,547,397	113,041,642

SECTION #3.

The General Fund Appropriation by Department for the Fiscal Year 2022 is hereby amended as follows:

SOURCE	ORIGINAL	FINAL AMENDED
General Government	15,643,124	15,654,838
Police	32,469,619	32,147,957
Fire	21,066,881	21,066,881
Public Works	9,056,904	8,611,904
Parks	7,200,804	7,202,404

Non-Departmental	7,985,237	7,986,923
Transfers Out	18,124,828	20,370,735
General Fund Total	111,547,397	113,041,642

SECTION #4.

The estimated Revenues as well as the budgeted Expenditures of the Special Revenue Funds, Enterprise Funds, Internal Service Funds, Debt Service Funds, and Capital Project Funds for the Fiscal Year 2022 are hereby amended as follows:

OTHER FUNDS	ORIGINAL	FINAL AMENDED
INTERGOVERNMENTAL	5,589,361	13,837,409
SPECIAL CHARGES	4,883,601	5,259,760
SPECIAL DISTRICT	674,063	739,063
OTHER SPECIAL REVENUE	399,878	551,809
HUD GRANTS	3,455,000	13,691,169
STIMULUS GRANTS	29,200	29,200
PUBLIC IMPROVEMENTS	10,111,245	73,243,160
DEBT SERVICE FUND	3,845,301	3,845,301
ECONOMIC DEVELOPMENT TAX	15,046,345	50,553,811
PUBLIC SAFETY TAX	6,096,048	6,504,761
ELMWOOD GOLF COURSE	1,539,485	1,690,485
WALKINGSTICK GOLF COURSE	1,418,650	1,522,650
HONOR FARM PROPERTIES	116,898	135,898
MEMORIAL HALL	1,319,304	1,419,304
MEMORIAL AIRPORT	2,146,021	5,852,189
PUEBLO TRANSIT	6,202,678	11,857,841
PARKING FACILITIES	748,972	874,324
WASTEWATER ENTERPRISE	28,990,211	59,634,000
STORMWATER UTILITY	5,751,452	17,265,928
STREET REPAIR UTILITY	928,000	2,064,511
INTERNAL SERVICE FUNDS	19,601,096	20,101,096

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 implement the policies and procedures described herein.

SECTION #6.

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 #7.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

RECONCILIATION OF BUDGET ADJUSTMENT

FINAL BUDGET - 2022

FUND	ORIGINAL	ADJUSTED	DIFF	
General Fund (101)	111,547,397	113,041,642	1,494,245	
Ordinance #10303 - Council Contingencies Goodnight Barn			15,000	
Ordinance #10188 - CI2205 3 Fire Stations Design			609,245	
Ordinance #10110 - CI2205 3 Fire Stations Design			600,000	
Ordinance #10202 - CI2205 3 Fire Stations Design			270,000	
Total Adjustments:			1,494,245	-
Intergovernmental (210, 213, 216, 217)	5,589,361	13,837,409	8,248,048	
Federal Forfeiture project carryforward			18,193	
HUFT project carryforward			6,914,458	
Lottery project carryforward			1,315,397	
Total Adjustments:			8,248,048	-
Special Charges (231, 232, 233, 234, 235)	4,883,601	5,259,760	376,159	
YE Budget Adjustment - Fund Balance/Balance Expenses			155,000	
E911 Project Carryforward			221,159	
Total Adjustments:			376,159	-
Special Districts (290, 291, 292, 293)	674,063	739,063	65,000	
YE Budget Adjustment - Fund Balance/Balance Expenses			65,000	
Total Adjustments:			65,000	-
Other Special Revenue (220, 221, 223, 225)	399,878	551,809	151,931	
YE Budget Adjustment - Fund Balance/Balance Expenses			151,931	
Total Adjustments:			151,931	-
HUD Grants (240, 241, 250, 251, 252, 254)	3,455,000	13,691,169	10,236,169	
CDBG Project Carryforward			4,613,641	
HOME Project Carryforward			2,848,162	
Ordinance #10215 - CDBG Annual Plan			(356,560)	
Ordinance #10134 - Amend Budget CDBG Annual Plan			40,000	
Ordinance #10129 - Establish 255 Fund (HOME ARP Grant)			3,090,925	
Total Adjustments:			10,236,169	-
Stimulus Grants (240, 241)	29,200	29,200	-	
Total Adjustments:			-	-
Public Improvements (260, 263, 264, 265, 401, 402)	10,111,245	73,243,160	63,131,915	
Capital Improvement Project Carryforward			28,497,081	
Planning Grant Project Carryforward			4,239,911	
Public Safety Grant Project Carryforward			640,881	
Transportation Grants Project Carryforward			415	
Transportation Planning Grant Project Carryforward			613,288	
ARPA Tranche #2			18,203,501	
Deobligate Grant Funds PS2017			(1,029)	
Ordinance #10094 - PS2113 Community Policing Dvelopment			53,186	
Ordinance #10110 - CI2205 3 Fire Stations Design			600,000	
Ordinance #10100 - CI2014 Pueblo Food Project Implementation			13,600	
Ordinance #10116 - CI2207 Pueblo Food Project (State Dept of Law)			99,388	

FUND	ORIGINAL	ADJUSTED	DIFF	
Ordinance #10117 - PS2201 Park Ranger Vests Grant			2,500	
Ordinance #10118 - PS2202 Police Bicycles Firehouse Subs Grant			9,603	
Ordinance #10120 - CI2206 Adams & Jackson Roundabout Grant			900,000	
Ordinance #10130 - PS2204 Community Outreach Grant Pueblo Triple Aim			42,300	
Ordinance #10147 - CI1914 IGA w/Pueblo County Eastside Pedestrian & Streetscapces			100,000	
Ordinance #10150 - PS2203 Fire Department Nurse Navigation Grant			201,869	
Ordinance #10160 - CI2120 Union & Main Design & Construction Grant			2,000,000	
Ordinance #10179 - CI2208 Union Bridger Repairs Grant			201,000	
Ordinance #10188 - CI2205 3 Fire Stations Design			609,245	
Ordinance #10200 - PL1903 Teaming Up for Trees Grant			7,273	
Ordinance #10201 - CI2120 Union & Main Design & Construction Grant			680,891	
Ordinance #10202 - CI2205 3 Fire Stations Design			270,000	
Ordinance #10222 - CI2211 Swimming Pools Initiative Grant			25,000	
Ordinance #10226 - PS2206 POST grant			193,997	
Ordinance #10227 - PS2207 CAPTA grant			99,371	
Ordinance #10264 - PS2208 Fire Department DOTS Grant			8,042	
Ordinance #10265 - TP2201 Rural Transportation Planning Grant			7,400	
Ordinance #10276 - CI2215 Pueblo Food Project Trailhead Grant			20,000	
Ordinance #10286 - PS2210 Fire Department Air Compressor Grant			41,454	
Ordinance #10292 - PS2211 Fire Department Heart Safety grant			17,112	
Ordinance #10297 - CI2213 Pueblo Food Project One Colorado Grant			44,000	
Ordinance #10298 - CI2214 Pueblo Food Project CHFA Grant			20,000	
Ordinance #10299 - CI2216 Pueblo Food Project Colorado Health Foundation Grant			400,000	
Ordinance #10300 - PS2209 CDOT Speed Enforcement Grant			75,000	
Ordinance #10306 - CI2209 Just Transitions Grant			461,538	
Ordinance #10307 - CI2115 Pair to Minnequa Trail Grant 1st Admendment			1,022,542	
Ordinance #10308 - PL2003 Northern Avenue Streetscape Grant 3rd Amendment			693,494	
Ordinance #10316 - PS2213 JAG Grant			101,117	
Ordinance #10319 - Budget Additional Funds Transporation Planning Grants carryforward			391,593	
Ordinance #10336 - PS2214 Fire Department DOTS Pueblo Triple Aim Grant			71,184	
Ordinance #10345 - PS2212 Bulletproof Vest DOJ Grant			27,200	
Ordinance #10351 - PS2216 Fire Department DOT Pueblo Triple Aim/Rawlings Foundation Grant			8,700	
Ordinance #10354 - Transfer Funds from Public Works to CIAN20			300,000	
Ordinance #10357 - CI2220 Police Department Bear Cat			300,000	
Ordinance #9858 - PS2017 Municipal Court 1st Appearance Grant Additional Funds			18,000	
Ordinance #9953 - PS2103 CAPTA Grant Additional Funds			3,800	
Resolution #14932 - Transfer Funds from Public Works to CI2210 Public Works Asset Management System			307,829	
ARPA Interest			488,442	
Public Safety JAG Interest Income			197	
Total Adjustments:			63,131,915	-
Debt Service (301, 302, 303)	3,845,301	3,845,301	-	
Total Adjustments:			-	-
Economic Development Tax (413)	15,046,345	50,553,811	35,507,466	
Project Carryforward			35,507,466	
Total Adjustments:			35,507,466	-
Police Safety Tax (270)	6,096,048	6,504,761	408,713	
Project Carryforward			408,713	
Total Adjustments:			408,713	-
Elmwood Golf Course (501)	1,539,485	1,690,485	151,000	
Project Carryforward			85,000	

FUND	ORIGINAL	ADJUSTED	DIFF	
YE Budget Adjustment - Fund Balance/Balance Expenses			66,000	
Total Adjustments:			151,000	-
Walkingstick Golf Course (502)	1,418,650	1,522,650	104,000	
YE Budget Adjustment - Fund Balance/Balance Expenses			104,000	
Total Adjustments:			104,000	-
Honor Farm (507)	116,898	135,898	19,000	
YE Budget Adjustment - Fund Balance/Balance Expenses			19,000	
Total Adjustments:			19,000	-
Memorial Hall (510)	1,319,304	1,419,304	100,000	
YE Budget Adjustment - Fund Balance/Balance Expenses			100,000	
Total Adjustments:			100,000	-
Memorial Airport (540, 541, 542, 543, 544)	2,146,021	5,852,189	3,706,168	
Project Carryforward			2,959,981	
Ordinance #10108 - AP2201 Snow Removal Equipment Grant			21,355	
Ordinance #10109 - AP2201 ARPA Concessions Grant			10,477	
Ordinance #10189 - Additional Grant Funds AP2102 Coronavirus Relief Supplemental Grant			18	
Ordinance #10241 - AP2201 Snow Removal Equipment Grant			345,533	
Ordinance #10242 - AP2205 Runway Rehab 8R-26L Grant			300,585	
Ordinance #10253 - AP2201 Snow Removal Equipment Grant			18,412	
Ordinance #10353 - Transfer fund from Passenger Facility Fund to AP2205			49,807	
Total Adjustments:			3,706,168	-
Pueblo Transit (550, 551)	6,202,678	11,857,841	5,655,163	
Project Carryforward			4,290,664	
Transit Grants Project Carryforward			1,038,525	
Ordinance #10157 - PT2201 Shop Truck Replacement - Insurance Proceeds			18,250	
Ordinance #10199 - FTA ARP Grant Projects PT2201 PT2203 and PT2203			307,724	
Total Adjustments:			5,655,163	-
Parking Facilities (520)	748,972	874,324	125,352	
Project Carryforward			125,352	
Total Adjustments:			125,352	-
Wastewater Enterprise (525, 526, 527)	28,990,211	59,634,000	30,643,789	
Project Carryforward			30,643,789	
Total Adjustments:			30,643,789	-
Stormwater Utility (535, 537)	5,751,452	17,265,928	11,514,476	
Project Carryforward			7,610,290	
Stormwater Bonds Carryforward			3,755,848	
Ordinance #10349 - Transfer from Fund Balance to SWAN01			148,339	
Total Adjustments:			11,514,476	-
Street Repair (530)	928,000	2,064,511	1,136,511	
Project Carryforward			1,136,511	
Total Adjustments:			1,136,511	-
Internal Service (601, 602, 603,604)	19,601,096	20,101,096	500,000	
YE Budget Adjustment - Fund Balance/Balance Expenses			500,000	
Total Adjustments:			500,000	-



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

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 APPROXIMATELY 34.07-ACRES FROM S-1, GOVERNMENT USE ZONE DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone approximately 34.07-acres from S-1, Government Use Zone District to I-2, Industrial Zone District to allow a large truck/trailer parking area for a distribution center operation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The parcel is located southeast of the Pueblo Memorial Airport and directly east of the Target Distribution Center warehouse south of United Avenue. The site is characterized by flat sagebrush prairie. The Target Distribution Center warehouse located directly to the west of this site is a critical multistate distribution center for the Target Corporation and as such is extremely busy. The large loading and parking area lot is generally at maximum capacity forcing semi-trucks to queue along United Avenue and use undeveloped dirt parcels as short-term parking. The applicant is requesting the rezoning of the adjacent 34-acre parcel to allow approximately 500 trailer stalls for their distribution operation. The applicant would develop the site in accordance with City regulations through the commercial site plan review process. The attached site plan shows the applicant's intent to pave the parking spaces, provide for stormwater and the required landscaping. Future plans include connecting a paved access between the Target Distribution Center warehouse parcel to the west over a small arroyo to this parcel, as shown on the attached site plan.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 10, 2023 Regular Meeting, voted 6-0 to recommend approval, Commissioner Martinez 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-23-01 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE APPROXIMATELY 34.07-ACRES FROM S-1,
GOVERNMENT USE ZONE DISTRICT TO I-2, INDUSTRIAL
ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from S-1, Government Use Zone District to I-2, Industrial Zone District:

LOT 69, PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION, 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 the Ordinance to implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

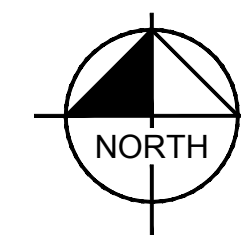
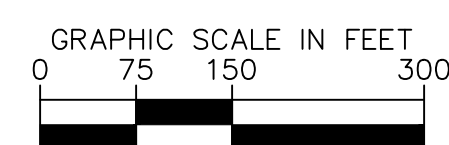
Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

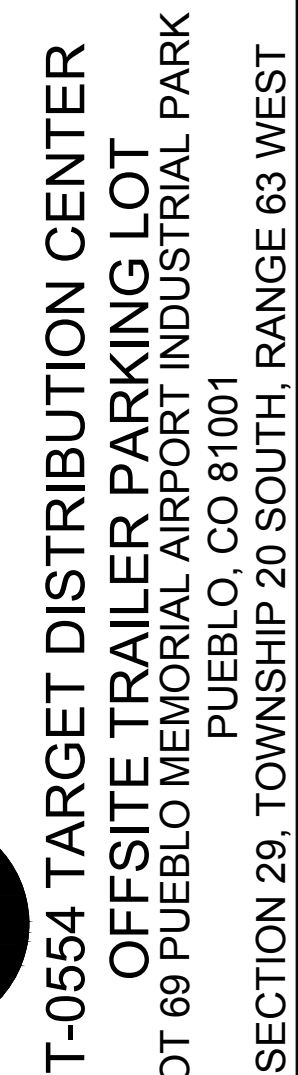
President of City Council

ATTEST

City Clerk



© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
2 N NEVADA AVE, SUITE 900
COLORADO SPRINGS, CO 80903
PHONE: 719-453-0180
WWW.KIMLEY-HORN.COM

[illegible]

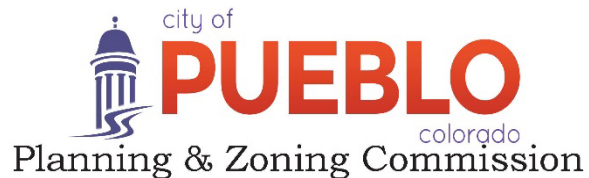
Project Number	T-0554
Config:	
Drawn By	SM
Checked By	KK

REZONING
EXHIBIT

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 10, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:34 p.m. with Commissioner Castellucci presiding.

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

Commissioners Absent: Sarah Martinez

Staff Members Present: Trevor Gloss, Assistant City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner and Cindy Capritta, Land Use Technician.

2. Z-23-01 Zoning: 34900 United Avenue, Memorial Airport Industrial Park, approximately 34 acres to be rezoned from S-1 Governmental Zone District to I-2 Industrial District, generally located immediately east of the Targe Distribution Warehouse.

Senior Planner, Wade Broadhead, provided the staff report.

Public Hearing: Applicant, David Loveland was sworn in and spoke in favor of the application. No one spoke in opposition.

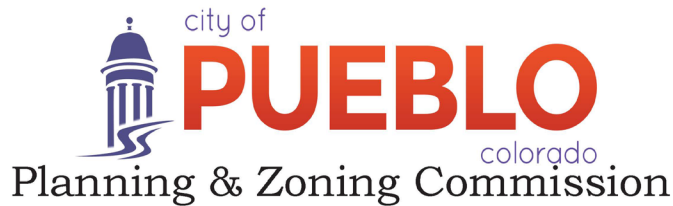
Commission Action: Bailey moved to recommend the application, seconded by Spinuzzi, with no conditions.

Motion Passed: 6-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-23-01

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Sr. Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: May 10, 2023

SUBJECT: Rezone 30-acre parcel from S-1, Government Use District to I-2, Industrial District.

APPLICANT: Kyle Kragel, Kimley-Horn

PROPERTY OWNER: Geo Group

LOCATION: 34800 E. United Ave, parcel number 329001007, Lot 69, Pueblo Memorial Airport Industrial Park

CONCURRENT REQUESTS: None

REQUEST:

The Geo Group is requesting to rezone approximately 34.07 from, S-1, Government Use District to I-2, Industrial District to allow a large truck trailer parking area for a distribution center operation.

BACKGROUND AND ANALYSIS:

The parcel is located southeast of the Pueblo Memorial Airport and directly east of the Target distribution warehouse off of United Avenue. The site is characterized by flat sagebrush prairie. The Target distribution warehouse located directly to the west of this site is a critical multistate distribution center for the Target Corporation and as such is extremely busy. The large loading and parking area lot is generally at maximum capacity forcing semi-trucks to queue along United Avenue and use undeveloped dirt parcels as short-term parking. The applicant is requesting the rezoning of the adjacent 34-acre parcel to allow approximately 500 trailer stalls for their distribution operation. The applicant would develop the site in accordance with city regulations through the commercial site plan review process. The attached site plan shows the applicant's intent to pave the parking spaces, provide for stormwater and the required landscaping. Future plans include connecting a paved access between the Target Distribution warehouse parcel to the west over a small arroyo to this parcel, as shown on the attached site plan.

STAFF REVIEW AND FINDINGS: The property is characterized as “Light Industry” according to the 2022 Pueblo Regional Comprehensive Plan and the proposed zone district complies with the Light Industry category. Furthermore the 34-acre size and 550 ft of street frontage comply with the minimum lot requirements in a I-2 Zone District. The surrounding area along United Avenue is characterized by light to medium industry. The proposed rezoning complies with the Comprehensive Plan, meets zoning minimum standards, and is compatible with the surrounding neighborhood uses. The proposed development of the truck trailer parking area will need to meet the requirements of Section 17-4-49 of the Pueblo Municipal Code for building and sites in an Industrial Zone District.

CHARACTER AND COMPATIBILITY WITH THE NEIGHBORHOOD:

Site Character: 34800 E. United Avenue is currently undeveloped prairie with a city owned drainage parcel immediately to the west. The property was annexed and zoned S-1 for a planned private prison but that was never constructed.

Neighborhood Compatibility:

North	City I-2 and S-1, vacant undeveloped land and the airport runway.
East	County A-1, undeveloped prairie.
South	County A-4 and A-2, Highway 50 Bypass and single-family homes south of the highway.
West	County I-2/City S-1, City owned parcel and Target Distribution Warehouse.

Comprehensive Plan:

The area proposed to be rezoned is designated as Light Industry by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, the primary land uses in this district are research and development, manufacturing/processing, maintenance/repair shops, warehousing and distribution. Light Industry categories should be located around the Airport Industrial Park as well as other areas, and include sites whose characteristics include more intensive industrial uses that require larger sites and have a greater impact on the surrounding area. The proposed use can be seen as an extension of a regional distribution warehouse use that is representative of the Light Industry category. The proposed I-2 Zoning conforms to the Light Industry Land Use Category and with undeveloped prairie, a highway, and a user related to this development there will be no negative impacts on the surrounding neighborhood or businesses.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

❑ **Minimum lot size and area:**

Minimum lot size in the I-2 is 10,000 square feet. The property is approximately 34 acres., which meets the minimum size requirements for the I-2 Zone District. Minimum lot width is 50’ and the property has at least 500 ft of street frontage on United Avenue.

❑ **Lot coverage:**

The I-2 Zone District allows a maximum lot coverage of 100-percent. The proposed development will only have one small guard shack and thus will comply with the lot coverage requirements.

□ **Zone District Performance Standards:**

The I-2 Zone District Performance Standards (Sec. 17-4-5) provide the requirements relating to minimizing the impact of the development on the surrounding neighborhood and are described in detail below:

a. Sounds resulting from the industrial or business activity shall not exceed an intensity of sixty (60) decibels at the outer boundaries of the parcel.

- Sec. 11-1-607 states, among other items, that the maximum permissible noise levels as measured 25-feet from the property line of the subject property shall not exceed 55 decibels (db(A)) between 7:00am and 7:00pm and shall not exceed 50 decibels between 7:00pm and 7:00am.

b. No vibration resulting from the industrial or business activities shall be measurable at the outer boundaries of the parcel.

- The proposed parking facility does not anticipate producing vibrations.

c. No obnoxious or noxious odors resulting from the industrial or business activities shall be discernible at the outer boundaries of the parcel.

- The proposed development does not anticipate producing noxious odors.

d. Smoke emission shall not exceed Number 2 on the Ringelmann Chart.

- The parking facility must not produce observable smoke.

e. No dust, dirt or fly ash shall exceed two-tenths (.2) grain per cubic foot of flue gas at a stack temperature of five hundred degrees (500°) Fahrenheit.

- The development does not anticipate a stack or industrial facilities.

f. No noxious gases resulting from the industrial or business activity shall be discernible beyond the outer boundaries of the lot.

- The manufacturing facility must not release noxious gases discernible from the property boundary.

g. No glare or heat shall be discernible beyond the outer boundaries of the lot.

- The manufacturing facility shall not generate heat or glare.

h. Industrial wastes shall be so deposited, stored and transmitted from the parcel as to not be objectionable to adjacent properties or create a public nuisance.

- The proposed development does not anticipate the production of industrial waste.

i. All outdoor storage should be suitably fenced.

- The development shall screen any storage areas that require screening.

Zoning Amendment Test

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

- 1) Further the goals and objectives of the comprehensive land use plan, or
 - The rezoning and proposed trailer short term storage use may be interpreted as furthering the goal of promoting redevelopment of an existing industrial site in the Light Industry Future Land Use Category.
- 2) Show that the area has changed significantly since the adoption of the comprehensive land use plan
 - Not Applicable
- 3) Show that there was a mistake or error made in the original zoning of the property.
 - Not Applicable

RECOMMENDED ACTION:

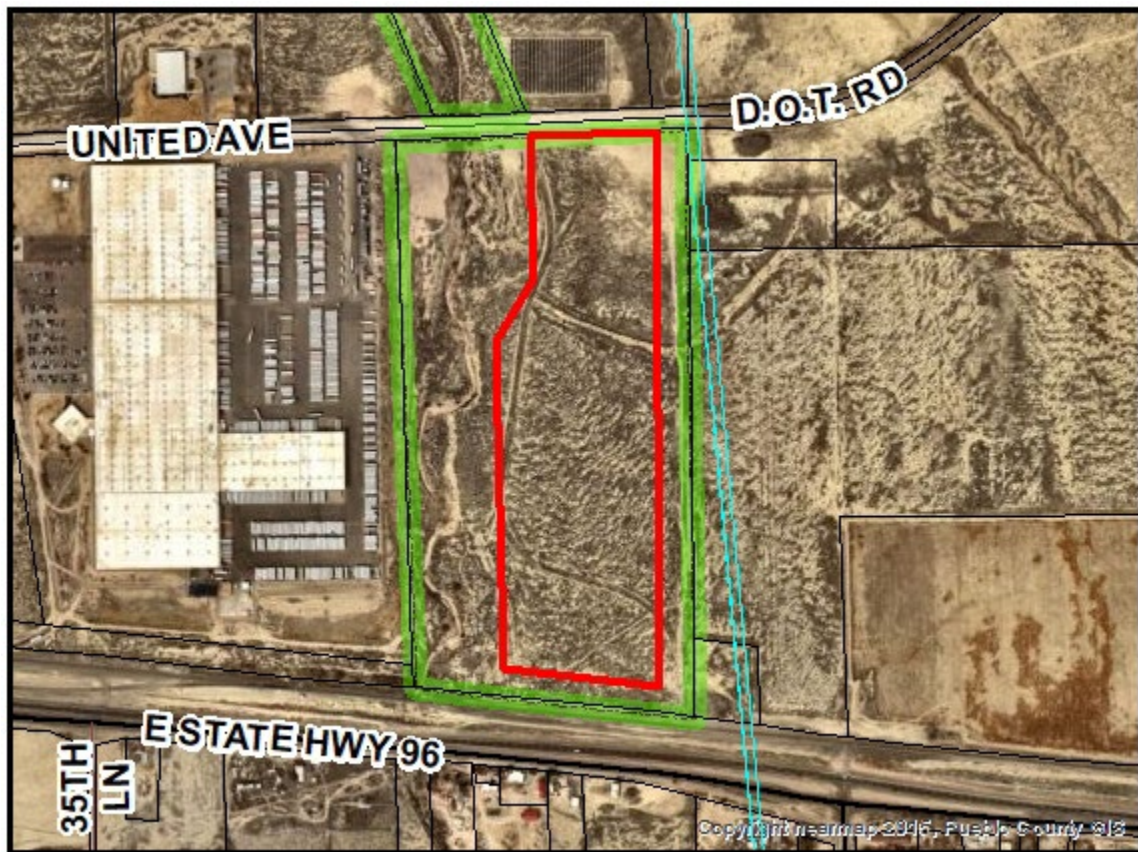
Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the rezoning be **APPROVED**.

REFERRAL AGENCIES AND COMMENTS:

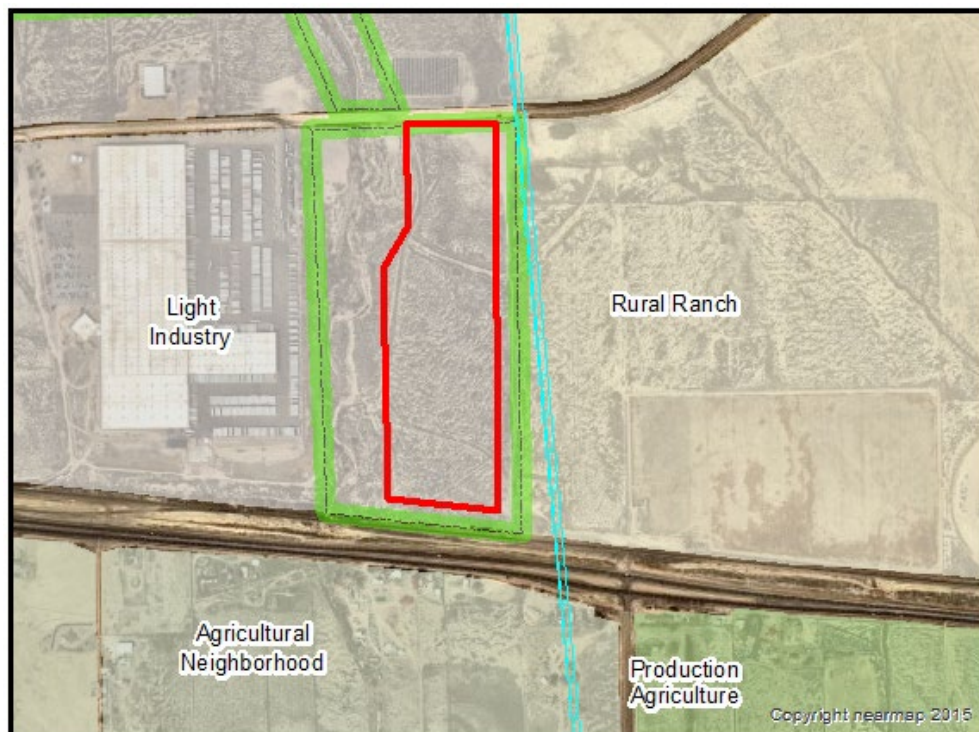
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

- A. **Aerial Photograph**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Site Photographs**
- E. **Zoning Exhibit**
- F. **Application**



A. Aerial Photograph



B. Comprehensive Plan Designation



C. Pueblo Zoning



E. View of the parcel looking west down United and Target Distribution Warehouse



Public Notice Poster and site overview

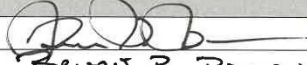
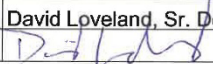
F. Application and attachments

 city of PUEBLO colorado		Planning & Community Development	
211 East D Street Pueblo, Colorado 81003 Tel 719-553-2259 Fax 719-553-2359 TTY 719-553-2611 www.pueblo.us			
Planning & Zoning Map Amendment Application			
Please type or print clearly. Illegible applications will not be accepted. Case #: _____			
Property Owner			
Name: Bruce P. Brown			
Company: GEO GROUP INC			
Address: 4955 Technology Way, Boca Raton, FL		Zip: 33431	
Phone: (561) 999-5825		Email: btbrown@gco.com	
Applicant			
Name: David Loveland			
Company: Target Corporation			
Address: 1000 Nicollete Mall, TPN-12 Minneapolis, MN		Zip: 55403	
Phone: (605) 376-9535		Email: david.loveland@target.com	
Person of Firm Representing Owner or Applicant			
Name: Mitchell Hess, P.E.			
Company: Kimley-Horn and Associates, Inc			
Address: 2 N Nevada Ave., Suite 900, Colorado Springs, CO		Zip: 80903	
Phone: (719) 284-7281		Email: mitchell.hess@kimley-horn.com	
The applicant will be the primary contact unless otherwise noted.			
Project Location: Project is located to the east of the existing Target Distribution Center at 34800 E United Ave, Pueblo, CO 81001. The project parcel is PID #329001007			
Legal Description: LOT 69 PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUB FORMERLY 03-000-00-051			
Subdivision: 7006 - COM-Airport IP		Acreage: ±34.07	
Existing Zone District: S-1		Proposed Zone District: I-2	
Purpose of this Application:			
☒ To permit development of the property not allowed under the existing zone district.			
☐ To provide proper zone district in conjunction with the subdivision plan for the area.			
☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.			
☐ Other (specify): _____			

(Continue Next Page)

07/2020

(Continued from previous page)

Statement of Facts:	
Justifying the zone change request. Be specific; use additional sheets if necessary.	
The purpose of the proposed improvements are to support the trailer parking demand needs for the existing Target Distribution Center at 34800 E United Ave, Pueblo, CO 81001. Parcel is currently zoned S-1 for a previously proposed jail that was never constructed. Surrounding parcels in this area are zoned I-2 (County). The proposed rezoning to I-2 would conform to its surrounding uses in the area.	
Description of area surrounding proposed development:	
City owned parcel 329001017 to the East, South and West currently zoned S-1	
E United Ave County ROW / CO Road 3 DOT ROW to the North and I-2 zoned PID 329001008 on the opposite side of the ROW	
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.	
This project proposes a permanent off-site trailer parking lot to be located adjacent and to the east of the existing Target Distribution Center at 34800 E United Ave, Pueblo, CO 81001. This parking lot would provide roughly 500 trailer stalls for overflow from the distribution site. Target currently owns parcels west of the distribution site along Highway 50 at 27th Lane for existing offsite trailer parking operations. Therefore, the trailers entering and exiting the US-50 lots would instead use the permanent lot proposed. There is no anticipated increase in operations with this proposed off-site trailer parking lot, see Traffic Study Letter for more info.	
☒ A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.	
Estimated date for beginning project: September 2023	
Estimated date for completion of project: December 2023	
A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.	
Target is a Fortune 100 company, with revenues above \$100B. Target intends to complete the improvements and rezoning as specified in the application, and will work with the governing jurisdictions to ensure compliance and successful completion of the improvements.	
☒ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (if applicable)	
By signing below, the Property Owner and Applicant are representing that they understand and agree to the following terms:	
1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections. 2. There are no known hazards or vicious animals present on the subject property. 3. All information contained in this application, is true and accurate to the best of my knowledge. 4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.	
Property Owner	
Print Name:	
Signature:	Bruce P. Brown -VP Real Estate Date: 3/2/2023
Applicant, if different from Property Owner	
Print Name:	David Loveland, Sr. Development Manager, Target Corporation
Signature:	 Date: 3/1/23

Office Use Only	Zoning Compliance (Completed by City Staff)	
	Application received by:	Date:
	Application checked for completeness by:	Date:
	Case Manager:	Fee Paid:
	Hearing date:	☐ Approved ☐ Denied ☐ Approved w/conditions

PROJECT NARRATIVE – REZONING APPLICATION

This project proposes a permanent off-site trailer parking lot to be located adjacent and to the east of the existing Target Distribution Center at 34800 E United Ave, Pueblo, CO 81001, more specifically APN#329001007. This parking lot would provide roughly ± 500 trailer stalls for overflow from the distribution site. Target currently owns parcels west of the distribution site along Highway 50 at 27th Lane for existing offsite trailer parking operations. The trailers entering and exiting the US-50 lots would instead use the permanent lot proposed. Therefore, there is no anticipated increase in operations with this proposed off-site trailer parking lot, see Traffic Study Letter included with this application for more information.

The current zoning of the parcel where the improvements are proposed is currently zoned S-1, therefore a rezone to I-2 would be necessary for the proposed use of a trailer parking lot to be permitted. It is our understanding based on a pre-application meeting with the City that the current zoning for the property was for a previously proposed jail that was never constructed. The surrounding parcels in this area are zoned I-2 (County) and it is our opinion that the proposed rezone to I-2 would better conform to the surrounding uses in this area.



GRAPHIC SCALE IN FEET
0 75 150 300



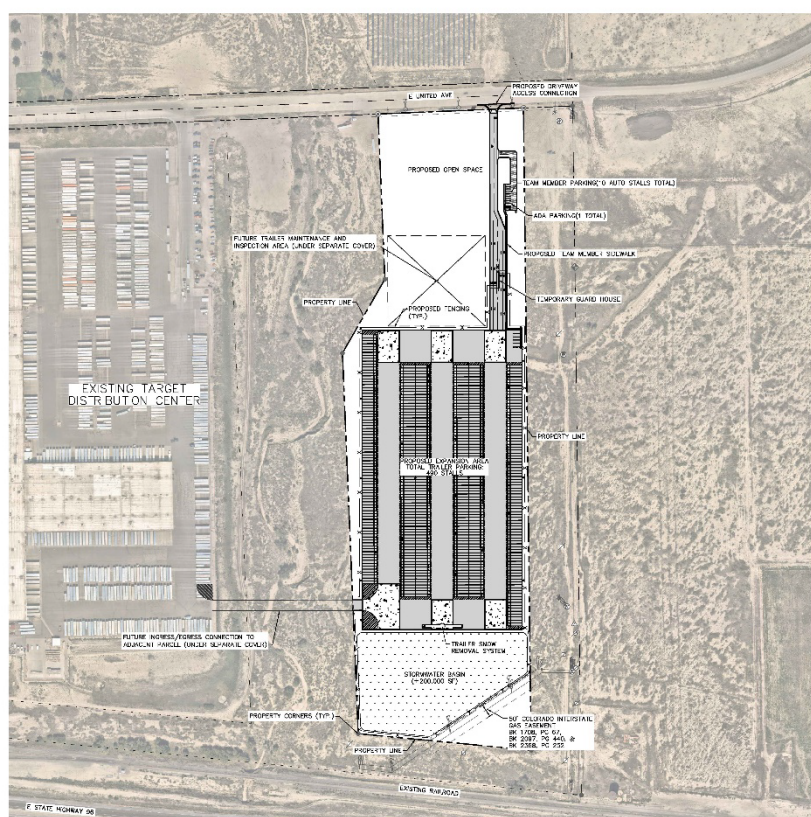
T-0554 TARGET DISTRIBUTION CENTER
OFFSITE TRAILER PARKING LOT
LOT 60 PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK
PUEBLO, CO 81001
SECTION 29, TOWNSHIP 23 SOUTH, RANGE 83 WEST

T-0554

T-0554

Early	
Excessively	SM
Unusually	VC

REZONING
EXHIBIT



LEGEND:

[illegible]

PARKING COUNT			
	REQUIRED	PROPOSED	% OF TOTAL
STANDARD STALLS	3	9	1.78%
ADA STALLS	1(VAN)	1(VAN)	0.19%
TRAILER STALLS	N/A	490	97.03%
TRACTOR STALLS	N/A	5	1.00%
TOTAL	N/A	505	100%

GRAPHIC SCALE IN FEET
0 75 150 300



TARGET
 11110 TOWN
 MASSACHUSETTS

Kimley»Horn

Date	No	Description
------	----	-------------

T-0554 TARGET DISTRIBUTION CENTER
OFFSITE TRAILER PARKING LOT
LOT 69 PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK
PUEBLO, CO 81001
SECTION 26, TOWNSHIP 20 SOUTH, RANGE 63 WEST

T-0554

DATE	
EXPIRY	5/31/2011
ISSUED BY	JKK
REZONING SITE PLAN	

April 21, 2023

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **David Loveland** for approval of the following application:

Z-23-01 Rezoning: 34900 United Ave, approximately 34 acres to be rezoned from S-1, Governmental Use District to I-2, Industrial District. Generally located directly east of the Target Distribution Center on United Avenue.

The Planning and Zoning Commission meeting will be held on May 10, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGBnlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Senior Planner
(719) 553-2380

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Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Senior Planner
(719) 553-2380

CASE NUMBER: Z-23-01

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at Lot 69 Pueblo Memorial Airport Industrial Park Sub Formerly 03-000-00-051 to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

April 21, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 2113 E. Evans, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

April 25, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Owr
COLORADO BOARD LAND COMMISSION + CENTENNIAL I	1313 SHERMAN ST	DENVER	CO
FESLER EARL M	2076 27TH LN	PUEBLO	CO
GEO GROUP INC	621 NW 53RD ST STE 700	BOCA RATON	FL
PRUTCH CARL D	9 CASITA CT	PUEBLO	CO
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO
THATCHER LAND AND CATTLE CO LLC	PO BOX 25	BOONE	CO

OwnerZip

80203-2236

81006-9701

33487-8242

81005-2972

81002-1427

81025-0025



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

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 APPROXIMATELY 25.47-ACRES FROM PUEBLO COUNTY A-1 TO CITY OF PUEBLO S-1, GOVERNMENT USE ZONE DISTRICT AND APPROXIMATELY 44.44-ACRES FROM PUEBLO COUNTY A-1 AND R-6 TO CITY OF PUEBLO A-1, AGRICULTURAL ONE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone the Pueblo County Detention Center Annexation property, annexed into the city on May 8, 2023 through Ordinance No. 10453. Approximately 25.47-acres are being requested to be rezoned from Pueblo County, A-1 to City of Pueblo, S-1, Government Use District and approximately 44.44-acres from Pueblo County, A-1 and R-6 to City of Pueblo A-1, Agricultural One Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The proposed rezoning includes the entire Pueblo County Detention Center Annexation site, 69.91-acres. Pueblo County is proposing to rezone the southwestern portion of the annexation area, approximately 25.47-acres, from Pueblo County A-1 to City of Pueblo, S-1, Government Use District to facilitate the construction of the Pueblo County Detention Center. The remaining approximately 44.44-acres is being proposed to be rezoned into an A-1, Agricultural One district, as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by Section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time and no building permits may be issued while zoned A-1. The proposed annexation agreement allows for the A-1 zone district to continue for not more than 120 months (10 years) and prohibits building permits from being issued until the property is rezoned to a zone district that is consistent with the 2022 Pueblo Comprehensive Plan. Pueblo

County has concurrently submitted a subdivision application that includes a lot for the Pueblo County Detention Center, the portion proposed to be zoned S-1, Government Use District, and the remaining portion of the annexation area, which is proposed to be zoned A-1, is included in the subdivision Pueblo County will be applying for Planning and Zoning Commission Development Site Plan Review for the Detention Center as required by Pueblo Municipal Code, Section, 17-4-51, (a), (27), b.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 10, 2023 Regular Meeting, voted 6-0 to recommend approval, Commissioner Martinez 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-23-02 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 25.47-ACRES FROM PUEBLO COUNTY A-1 TO CITY OF PUEBLO S-1, GOVERNMENT USE ZONE DISTRICT AND APPROXIMATELY 44.44-ACRES FROM PUEBLO COUNTY A-1 AND R-6 TO CITY OF PUEBLO A-1, AGRICULTURAL ONE ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from Pueblo County A-1 to City of Pueblo S-1, Government Use Zone District and Pueblo County A-1 and R-6 to City of Pueblo A-1, Agricultural One Zone District:

**1 - DETENTION CENTER
REZONE A-1 (COUNTY) TO S-1 (CITY)**

A PORTION OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY (20) SOUTH, RANGE SIXTY-FIVE (65) WEST OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, THENCE, N 89° 24' 14" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 121.12 FEET TO THE SOUTHERLY LINE OF MEDAL OF HONOR BLVD; THENCE, S 59° 54' 13" E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1153.83 FEET TO THE BEGINNING OF A CURVE TURNING TO THE LEFT; THENCE CONTINUING ALONG SAID SOUTHERLY LINE ON SAID CURVE, A DISTANCE OF 39.27 FEET, THROUGH AN ANGLE OF 01° 12' 07", HAVING A RADIUS OF 1872.00 FEET, AND WHOSE LONG CHORD BEARS S 60° 30' 16" E, A DISTANCE OF 39.27 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF A PUBLIC RIGHT OF WAY. THENCE, S 27° 58' 34" W, ALONG SAID WEST LINE, A DISTANCE OF 250.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE CONTINUING ALONG SAID WEST LINE ON SAID CURVE, A DISTANCE OF 188.18 FEET, TURNING THROUGH AN ANGLE OF 28° 22' 23", HAVING A RADIUS OF 380.00 FEET, AND WHOSE LONG CHORD BEARS S 13° 47' 23" W, A DISTANCE OF 186.26 FEET. THENCE, S 00° 23' 49" E, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 309.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER; THENCE, S 89° 20' 51" W, ALONG SAID SOUTH LINE, A DISTANCE OF 979.73 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE N 00° 36' 13" W, ALONG SAID WEST LINE, A DISTANCE OF 1320.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.467 ACRES, MORE OR LESS.

**2 - COMANCHE SOUTH
REZONE A-1 AND R-6 (COUNTY) TO A-1 (CITY)
HOLDING ZONE (UNDEVELOPABLE)**

A PORTION OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY (20) SOUTH, RANGE SIXTY-FIVE (65) WEST OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.)
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF

SAID SECTION 21, THENCE S 89° 24' 14" W, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 300.00 FEET TO THE WEST LINE OF COLORADO STATE HIGHWAY NO. 45; THENCE S01°36'45" W, ALONG SAID WEST LINE, A DISTANCE OF 1319.21 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER AND THE POINT OF BEGINNING; THENCE, S 89° 21' 12" W, ALONG SAID SOUTH LINE, A DISTANCE OF 964.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE, S 89° 20' 51" W, ALONG SAID SOUTH LINE, A DISTANCE OF 278.54 FEET TO A POINT ON THE EAST LINE OF A PUBLIC RIGHT OF WAY; THENCE, N 00° 23' 49" W, ALONG SAID EAST LINE FOR A DISTANCE OF 309.66 FEET TO THE BEGINNING OF A CURVE TURNING TO THE RIGHT, THENCE CONTINUING ALONG SAID EAST LINE ON SAID CURVE, A DISTANCE OF 158.47 FEET, THROUGH AN ANGLE OF 28° 22' 23", HAVING A RADIUS OF 320.00 FEET, AND WHOSE LONG CHORD BEARS N 13° 47' 23" E, A DISTANCE OF 156.85 FEET. THENCE, N 27° 58' 34" E, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 250.99 FEET TO THE SOUTH LINE OF MEDAL OF HONOR BLVD. AND THE BEGINNING OF A NON-TANGENTIAL CURVE TURNING TO THE LEFT, THENCE ALONG SAID SOUTH LINE ON SAID CURVE, A DISTANCE OF 884.05 FEET, THROUGH AN ANGLE OF 27° 03' 29", HAVING A RADIUS OF 1872.00 FEET, AND WHOSE LONG CHORD BEARS S 76° 28' 16" E FOR A DISTANCE OF 875.86 FEET. THENCE, N 90° 00' 00" E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 251.41 FEET TO THE WEST LINE OF COLORADO STATE HIGHWAY NO. 45; THENCE, S 01° 36' 45" W, ALONG SAID WEST LINE, A DISTANCE OF 464.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.047 ACRES, MORE OR LESS.

3 - COMANCHE NORTH
REZONE A-1 AND R-6 (COUNTY) TO A-1 (CITY)
HOLDING ZONE (UNDEVELOPABLE)

A PORTION OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY (20) SOUTH, RANGE SIXTY-FIVE (65) WEST OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.)

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, THENCE; S 89° 24' 14" W, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 300.00 FEET TO THE WEST LINE OF COLORADO STATE HIGHWAY NO. 45 AND THE POINT OF BEGINNING; THENCE, S 01° 36' 45" W, ALONG SAID WEST LINE, A DISTANCE OF 704.28 FEET TO A POINT ON THE NORTH LINE OF MEDAL OF HONOR BLVD.;

THENCE, N 90° 00' 00" W, ALONG SAID NORTH LINE, A DISTANCE OF 255.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THENCE CONTINUING ALONG SAID NORTH LINE ON SAID CURVE, A DISTANCE OF 904.54 FEET, THROUGH AN ANGLE OF 30° 05' 47", HAVING A RADIUS OF 1722.00 FEET, AND WHOSE LONG CHORD BEARS N 74° 57' 06" W FOR A DISTANCE OF 894.17 FEET. THENCE, N 59° 54' 13" W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 901.13 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE N 89° 24' 14" E, ALONG SAID NORTH LINE, A DISTANCE OF 1918.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.719 ACRES, MORE OR LESS.

4- MEDAL OF HONOR BLVD.. & PUBLIC ROAD RIGHT OF WAY
REZONE A-1 AND R-6 (COUNTY) TO A-1 (CITY)

ALL OF THAT PORTION OF MEDAL OF HONOR BLVD AND PUBLIC RIGHT OF WAY LYING IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY (20) SOUTH, RANGE SIXTY-FIVE (65) WEST OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, THENCE, N 89° 24' 14" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 121.12 FEET TO THE SOUTHERLY LINE OF MEDAL OF HONOR BLVD. AND THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING, THENCE, N 89° 24' 14" E, CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 293.87 FEET TO A POINT ON THE NORTHERLY LINE OF MEDAL OF HONOR BLVD.; THENCE, S 59° 54' 13" E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 901.13 FEET TO THE BEGINNING OF A CURVE TURNING TO THE LEFT; THENCE CONTINUING ALONG SAID NORTHERLY LINE, ON SAID CURVE, A DISTANCE OF 904.54 FEET, THROUGH AN ANGLE OF 30° 05' 47", HAVING A RADIUS OF 1722.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 57' 06" E FOR A DISTANCE OF 894.17 FEET.

THENCE, N 90° 00' 00" E, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 255.63 FEET TO A POINT ON THE WEST LINE OF COLORADO STATE HIGHWAY NO. 45;

THENCE, S 01° 36' 45" W, ALONG SAID WEST LINE, A DISTANCE OF 150.06 FEET TO A POINT ON THE SOUTH LINE OF MEDAL OF HONOR BLVD.; THENCE, S 90° 00' 00" W, ALONG SAID SOUTH LINE, A DISTANCE OF 251.41 FEET TO THE BEGINNING OF A CURVE TURNING TO THE RIGHT,

THENCE CONTINUING ALONG SAID SOUTH LINE, ON SAID CURVE, A DISTANCE OF 884.05, THROUGH AN ANGLE OF 27° 03' 29", HAVING A RADIUS OF 1872.00 FEET, AND WHOSE LONG CHORD BEARS N 76° 28' 16" W FOR A DISTANCE OF 875.86 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF A PUBLIC RIGHT OF WAY.

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CONTAINING 8.673 ACRES, MORE OR LESS.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

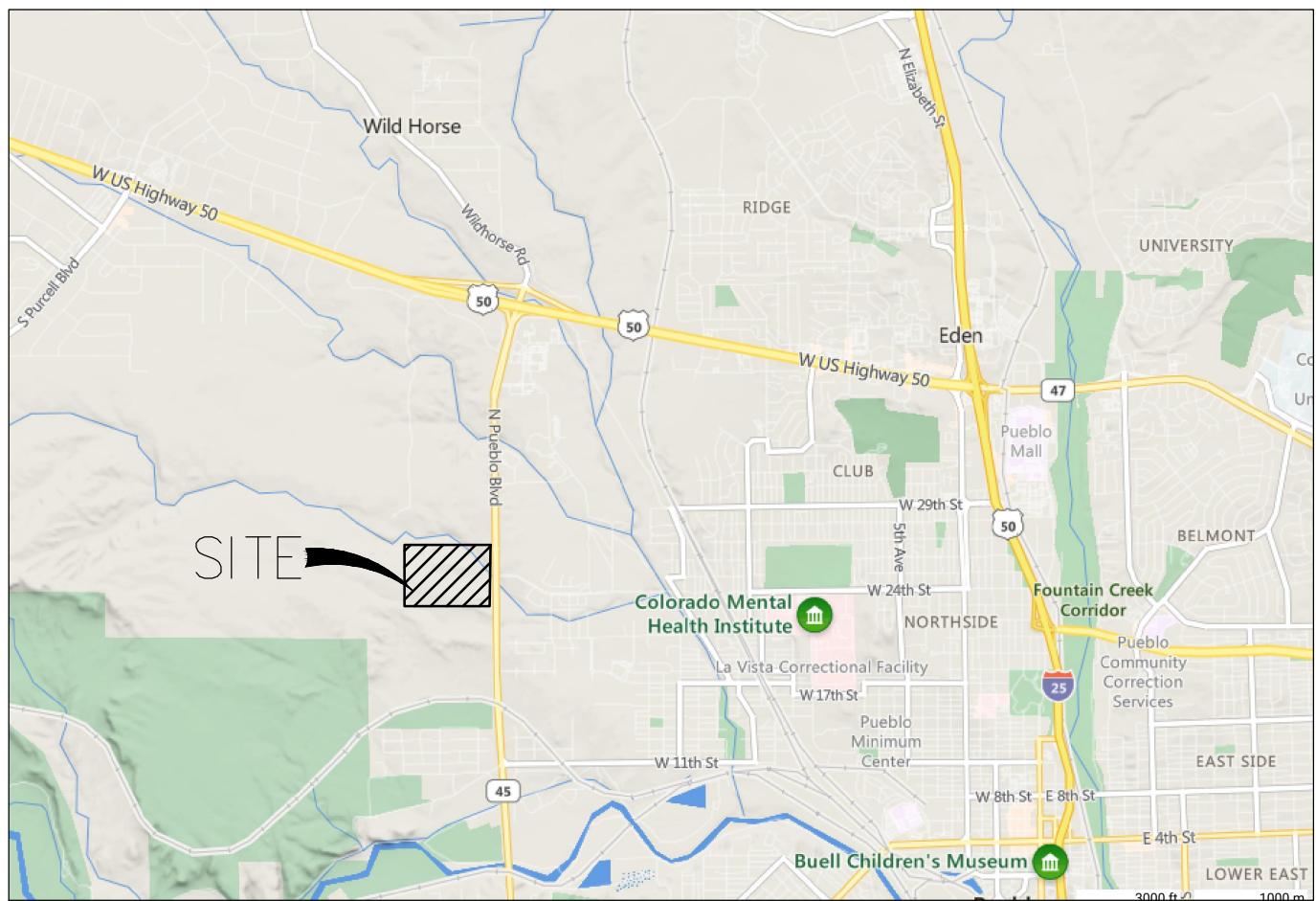
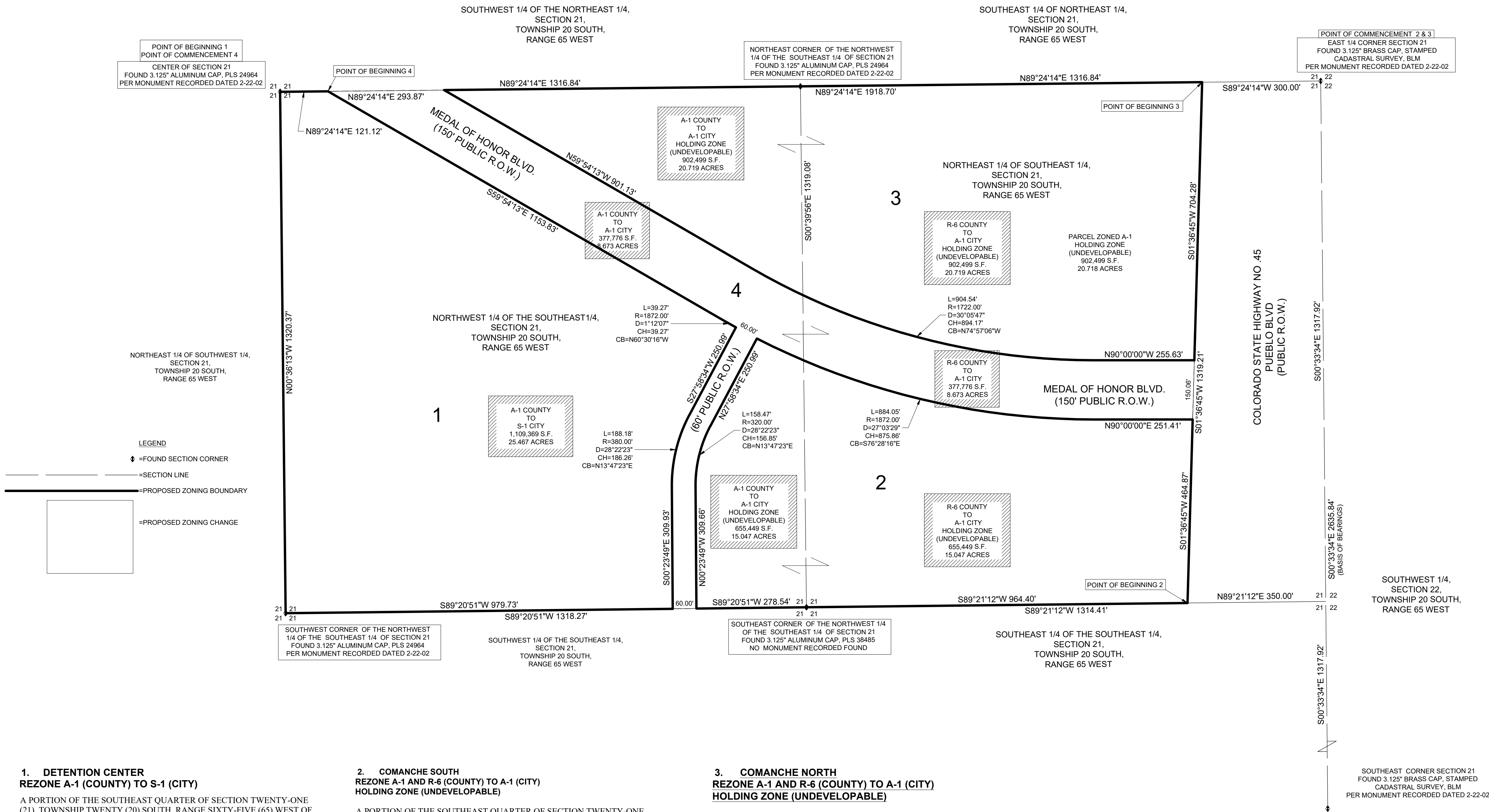
President of City Council

ATTEST

City Clerk

EXHIBIT "A" ZONING EXHIBIT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO



VICINITY MAP
1"=3000'

GENERAL NOTES

1. BASIS OF BEARINGS: BEARINGS USED HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, BEING S00°33'34"E, AS MONUMENTED AT THE NORTH BY THE EAST 1/4 CORNER OF SECTION 21 WITH A FOUND 3.125" BRASS CAP STAMPED CADASTRAL SURVEY BLM AND AT THE SOUTH BY THE SOUTHEAST CORNER OF SECTION 21 WITH A FOUND 3.125" BRASS CAP STAMPED CADASTRAL SURVEY BLM.

4. MEDAL OF HONOR BLVD. & PUBLIC ROAD RIGHT OF WAY REZONE A-1 AND R-6 (COUNTY) TO A-1 (CITY)

ALL OF THAT PORTION OF MEDAL OF HONOR BLVD AND PUBLIC RIGHT OF WAY LYING IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY (20) SOUTH, RANGE SIXTY-FIVE (65) WEST OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, THENCE, N 89° 24' 14" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 121.12 FEET TO THE SOUTHERLY LINE OF MEDAL OF HONOR BLVD. AND THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING, THENCE, N 89° 24' 14" E, CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 293.87 FEET TO A POINT ON THE NORTHERLY LINE OF MEDAL OF HONOR BLVD.; THENCE, S 59° 54' 13" E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 901.13 FEET TO THE BEGINNING OF A CURVE TURNING TO THE LEFT; THENCE CONTINUING ALONG SAID NORTHERLY LINE, ON SAID CURVE, A DISTANCE OF 904.54 FEET, THROUGH AN ANGLE OF 30° 05' 47", HAVING A RADIUS OF 1722.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 57' 06" E FOR A DISTANCE OF 894.17 FEET; THENCE, N 90° 00' 00" E, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 255.63 FEET TO A POINT ON THE WEST LINE OF COLORADO STATE HIGHWAY NO. 45; THENCE, S 01° 36' 45" W, ALONG SAID WEST LINE, A DISTANCE OF 150.06 FEET TO A POINT ON THE SOUTH LINE OF MEDAL OF HONOR BLVD.; THENCE, S 90° 00' 00" W, ALONG SAID SOUTH LINE, A DISTANCE OF 251.41 FEET TO THE BEGINNING OF A CURVE TURNING TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH LINE, ON SAID CURVE, A DISTANCE OF 884.05 FEET, THROUGH AN ANGLE OF 27° 03' 29", HAVING A RADIUS OF 1872.00 FEET, AND WHOSE LONG CHORD BEARS N 76° 28' 16" W FOR A DISTANCE OF 875.86 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF A PUBLIC RIGHT OF WAY; THENCE, S 27° 58' 34" W, ALONG SAID EAST LINE, A DISTANCE OF 250.99 FEET TO THE BEGINNING OF A CURVE TURNING TO THE LEFT; THENCE ALONG SAID EAST LINE ON SAID CURVE, A DISTANCE OF 158.47 FEET, THROUGH AN ANGLE OF 28° 22' 23", HAVING A RADIUS OF 320.00 FEET, AND WHOSE LONG CHORD BEARS S 13° 47' 23" W FOR A DISTANCE OF 156.85 FEET; THENCE, S 00° 23' 49" E, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 309.66 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE, S 89° 20' 51" W, ALONG SAID SOUTH LINE, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF SAID PUBLIC RIGHT OF WAY; THENCE, N 00° 23' 49" W, ALONG SAID WEST LINE, A DISTANCE OF 309.93 FEET TO THE BEGINNING OF A CURVE TURNING TO THE RIGHT; THENCE CONTINUING ALONG SAID WEST LINE, ON SAID CURVE, A DISTANCE OF 188.18 FEET, THROUGH AN ANGLE OF 01° 12' 07", HAVING A RADIUS OF 380.00 FEET, AND WHOSE LONG CHORD BEARS N 13° 47' 23" E FOR A DISTANCE OF 186.26 FEET; THENCE, N 27° 58' 34" E FOR A DISTANCE OF 250.99 FEET TO A POINT ON THE SOUTHERLY LINE OF MEDAL OF HONOR BLVD. AND THE BEGINNING OF A NON-TANGENTIAL CURVE TURNING TO THE RIGHT; THENCE ALONG SAID SOUTHERLY LINE, ON SAID CURVE, A DISTANCE OF 39.27 FEET, THROUGH AN ANGLE OF 01° 12' 07", HAVING A RADIUS OF 1872.00 FEET, AND WHOSE LONG CHORD BEARS N 60° 30' 16" W FOR A DISTANCE OF 39.27 FEET; THENCE, N 59° 54' 13" W, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1153.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.673 ACRES, MORE OR LESS.

1. DETENTION CENTER REZONE A-1 (COUNTY) TO S-1 (CITY)

A PORTION OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY (20) SOUTH, RANGE SIXTY-FIVE (65) WEST OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, THENCE, N 89° 24' 14" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 121.12 FEET TO THE SOUTHERLY LINE OF MEDAL OF HONOR BLVD.; THENCE, S 59° 54' 13" E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1153.83 FEET TO THE BEGINNING OF A CURVE TURNING TO THE LEFT; THENCE CONTINUING ALONG SAID SOUTHERLY LINE ON SAID CURVE, A DISTANCE OF 39.27 FEET, THROUGH AN ANGLE OF 01° 12' 07", HAVING A RADIUS OF 1872.00 FEET, AND WHOSE LONG CHORD BEARS S 60° 30' 16" E, A DISTANCE OF 39.27 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF A PUBLIC RIGHT OF WAY. THENCE, S 27° 58' 34" W, ALONG SAID WEST LINE, A DISTANCE OF 250.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE CONTINUING ALONG SAID WEST LINE ON SAID CURVE, A DISTANCE OF 188.18 FEET, TURNING THROUGH AN ANGLE OF 28° 22' 23", HAVING A RADIUS OF 380.00 FEET, AND WHOSE LONG CHORD BEARS S 13° 47' 23" W, A DISTANCE OF 186.26 FEET; THENCE, S 00° 23' 49" E, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 309.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER; THENCE, S 89° 20' 51" W, ALONG SAID SOUTH LINE, A DISTANCE OF 979.73 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE N 00° 36' 13" W, ALONG SAID WEST LINE, A DISTANCE OF 1320.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.467 ACRES, MORE OR LESS.

2. COMANCHE SOUTH REZONE A-1 AND R-6 (COUNTY) TO A-1 (CITY) HOLDING ZONE (UNDEVELOPABLE)

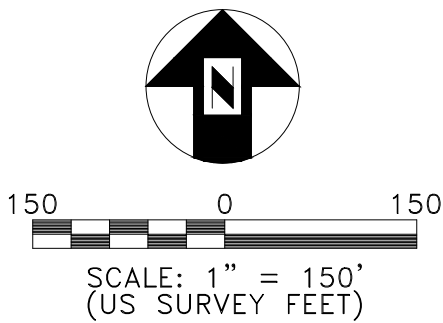
A PORTION OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY (20) SOUTH, RANGE SIXTY-FIVE (65) WEST OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, THENCE S 89° 24' 14" W, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 300.00 FEET TO THE WEST LINE OF COLORADO STATE HIGHWAY NO. 45; THENCE S01°36'45" W, ALONG SAID WEST LINE, A DISTANCE OF 1319.21 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER AND THE POINT OF BEGINNING; THENCE, S 89° 21' 12" W, ALONG SAID SOUTH LINE, A DISTANCE OF 964.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE, S 89° 20' 51" W, ALONG SAID SOUTH LINE, A DISTANCE OF 278.54 FEET TO A POINT ON THE EAST LINE OF A PUBLIC RIGHT OF WAY; THENCE, N 00° 23' 49" W, ALONG SAID EAST LINE FOR A DISTANCE OF 309.66 FEET TO THE BEGINNING OF A CURVE TURNING TO THE RIGHT, THENCE CONTINUING ALONG SAID EAST LINE ON SAID CURVE, A DISTANCE OF 158.47 FEET, THROUGH AN ANGLE OF 28° 22' 23", HAVING A RADIUS OF 320.00 FEET, AND WHOSE LONG CHORD BEARS N 13° 47' 23" E, A DISTANCE OF 156.85 FEET; THENCE, N 27° 58' 34" E, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 250.99 FEET TO THE SOUTH LINE OF MEDAL OF HONOR BLVD. AND THE BEGINNING OF A NON-TANGENTIAL CURVE TURNING TO THE LEFT; THENCE ALONG SAID SOUTH LINE ON SAID CURVE, A DISTANCE OF 884.05 FEET, THROUGH AN ANGLE OF 27° 03' 29", HAVING A RADIUS OF 1872.00 FEET, AND WHOSE LONG CHORD BEARS S 76° 28' 16" E FOR A DISTANCE OF 875.86 FEET; THENCE, N 90° 00' 00" E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 251.41 FEET TO THE WEST LINE OF COLORADO STATE HIGHWAY NO. 45; THENCE, S 01° 36' 45" W, ALONG SAID WEST LINE, A DISTANCE OF 150.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.047 ACRES, MORE OR LESS.

3. COMANCHE NORTH REZONE A-1 AND R-6 (COUNTY) TO A-1 (CITY) HOLDING ZONE (UNDEVELOPABLE)

A PORTION OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY (20) SOUTH, RANGE SIXTY-FIVE (65) WEST OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, THENCE S 89° 24' 14" W, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 300.00 FEET TO THE WEST LINE OF COLORADO STATE HIGHWAY NO. 45 AND THE POINT OF BEGINNING; THENCE, S 01° 36' 45" W, ALONG SAID WEST LINE, A DISTANCE OF 704.28 FEET TO A POINT ON THE NORTH LINE OF MEDAL OF HONOR BLVD.; THENCE, N 90° 00' 00" W, ALONG SAID NORTH LINE, A DISTANCE OF 255.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID NORTH LINE ON SAID CURVE, A DISTANCE OF 904.54 FEET, THROUGH AN ANGLE OF 30° 05' 47", HAVING A RADIUS OF 1722.00 FEET, AND WHOSE LONG CHORD BEARS N 74° 57' 06" W FOR A DISTANCE OF 894.17 FEET; THENCE, N 59° 54' 13" W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 901.13 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE N 89° 24' 14" E, ALONG SAID NORTH LINE, A DISTANCE OF 1918.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.719 ACRES, MORE OR LESS.

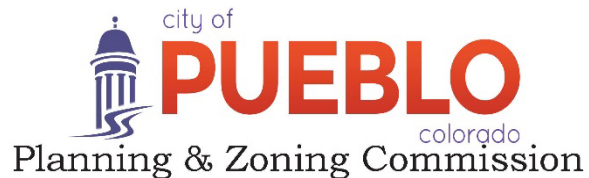


ALL SEALS FOR THIS DOCUMENT ARE APPLIED TO THE COVER PAGE						SHT. NO. 1 OF 1		WILSON & COMPANY 990 South Broadway Suite 220 Denver, CO 80202 Phone: 303-297-2976 Fax: 303-297-2993	
						SCALE: 1"=150'			
						OWN. BY: TJB DATE: 3-2-2023			
						JOB NO: 21-100-147			
						ZONING EXHIBIT			
01	CITY COMMENTS				TJB	3/29/23	M.J.L	3/29/23	
NO.	REVISION/DESCRIPTION		BY	DATE	CHGD	APPD			
							PROJ. MGR: M.J.L	3-2-2023	
							CLIENT APP:		
							COUNTY OF PUEBLO, STATE OF COLORADO		

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 10, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:34 p.m. with Commissioner Castellucci presiding.

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

Commissioners Absent: Sarah Martinez

Staff Members Present: Trevor Gloss, Assistant City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner and Cindy Capritta, Land Use Technician.

3. Z-23-02 Zoning: Pueblo County Detention Center Annexation Zoning, approximately 25.47 acres to be rezoned from Pueblo County, A-1 to City of Pueblo, S-1, Government Use District and approximately 44.44 acres from Pueblo County, A-1 and R-6 to City of Pueblo A-1, Agricultural One. Generally located west of the intersection of West 24th Street and Pueblo Boulevard. Principal Planner, Beritt Odom provided Staff Report.

Public Hearing: Applicant, Attorney Gary Raso spoke in favor of the application. No one spoke in opposition.

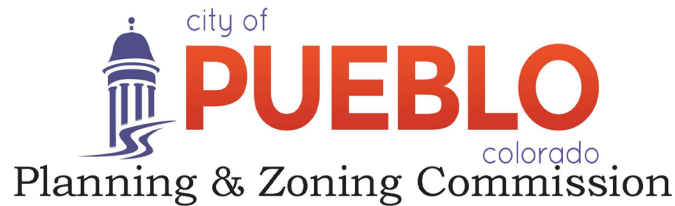
Commission Action: Bailey moved to recommend the application, seconded by Spinuzzi with no conditions.

Motion Passed: 6-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-23-02

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: May 10, 2023

SUBJECT: Rezone 25.47 acres from Pueblo County A-1 to City of Pueblo, S-1, Government Use District and 44.44 acres from Pueblo County A-1 and R-6 to City of Pueblo A-1, Agricultural One.

APPLICANT: Pueblo County

PROPERTY OWNER: Pueblo County

LOCATION: Pueblo County Detention Center Annexation, 69.91 acres generally located west of the intersection of West 24th Street and Pueblo Blvd.

RELATED CASES: A-23-01, Pueblo County Detention Center Annexation
S-23-05, Medal of Honor Subdivision

REQUEST:

Pueblo County is requesting to zone the Pueblo County Detention Center Annexation. Approximately 25.47 is requested to be rezoned from Pueblo County, A-1 to City of Pueblo, S-1, Government Use District and approximately 44.44 acres from Pueblo County, A-1 and R-6 to City of Pueblo A-1, Agricultural One.

BACKGROUND AND ANALYSIS:

The proposed rezoning is for the entire Pueblo County Detention Center Annexation site, 69.91 acres, which is scheduled for City Council review and approval on May 8, 2023. Pueblo County is proposing to rezone the southwestern portion of the annexation area, approximately 25.47 acres, from Pueblo County A-1 to City of Pueblo, S-1, Government Use District to facilitate the construction of the Pueblo County Detention Center. Pueblo County is proposing to rezone the remaining portion of the annexation site, approximately 44.44 acres, to A-1, Agricultural One, as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by Section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time and no building permits may be issued while zoned A-1. The proposed annexation agreement allows for the A-1 zone district to continue for not more than 120 months (10 years) and prohibits building permits from being issued until the property is rezoned to a zone district that is consistent with the Pueblo Comprehensive Plan.

Pueblo County submitted an application for subdivision on April 10, 2023. The subdivision includes a lot for the Pueblo County Detention Center, the portion proposed to be zoned S-1, Government Use District, the remaining portion of the annexation area, which is proposed to be zoned A-1, is included in the subdivision and will be subdivided as non-buildable parcels as agreed upon in the annexation agreement. Pueblo County will be submitting an application for Planning and Zoning Commission Development Site Plan Review for the Detention Center as required by Pueblo Municipal Code, Section, 17-4-51, (a), (27), b.

STAFF REVIEW AND FINDINGS:

The S-1 Zone District does not have minimum lot area or width standards, the proposed 25.47-acre area to be rezoned to S-1 is acceptable. The remaining 44.44 acres will be zoned interim A-1, Agricultural One. This area must be rezoned into a classification corresponding to the Comprehensive Plan prior to re-subdivision and development.

LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY

Site Character:	The site is currently undeveloped.		
Neighborhood Compatibility:	North	S-1, Government Use District, City of Pueblo Honor Farm Open Space. Pueblo County B-4 and R-6, unimproved land and commercial auction.	
	East	City B-3, Highway and Arterial Business District, undeveloped.	
	South	City S-1, Honor Farm property within a City conservation easement.	
	West	City S-1, Honor Farm property within a City conservation easement.	
COMPREHENSIVE PLAN:	The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Institutional Mixed Use and Commercial Mixed Use. According to the Comprehensive Plan, Institutional Mixed Use properties are predominately hospitals, government campuses, educational institutions, and other public and semi-public uses. The uses and intensity vary by location, based on the size and scale of the facility. The Institutional Mixed Use areas are intended to accomodate public and semi-public facilities with a regional service area that may contain a mix of complementary uses. Supporting land uses could potentially include medical offices, lodging, restaurants, and dormitories. The Pueblo County Detention center is a public facility and is therefore consistent with the Institution Mixed Use designation. The eastern portion of the annexation site is designated as Commercial Mixed Use, which allows for large-format retail, personal services, office and entertainment uses. According to the 2022 Comprehensive Plan, this is an auto oriented corridor that should prioritize the safety and comfort of all road users		

and provide for a mixture of uses that include multi-family residential, employment, and commercial uses. The eastern portion of the annexation area is reserved for commercial mixed use development, which is consistent with the Commercial Mixed Use designation.

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

☐ Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

☐ Comments **The application contains the required information**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

☐ Comments **The application contains the required information**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

☐ Comments **Pueblo Municipal Code, Section 17-1-3, (e), requires all land annexed to be zoned in the land use classification most nearly corresponding to the land use classification into which said land has been classified under the City's comprehensive plan. The annexation agreement may allow the land to be classified as A-1 for a limited period of time. Pueblo City Council will review the request for annexation at the May 8, 2023 meeting.**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

☐ Comments **The rezoning site is currently undeveloped natural lands, the proposed rezoning will facilitate development of the Pueblo County Detention Center which will inherently increase the amount of traffic to the site. Staff does not anticipate that the proposed rezoning or development will have a negative impact on the surrounding properties.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

☐ Comments **A tentative site plan of the Pueblo County Detention Center will be filed for Planning and Zoning Commission review as required by the S-1, Government Use Zone District.**

A statement of the proposed time schedule for beginning and completion of development.

☐ Comments **Spring 2023**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

☐ Comments **Fall 2025**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(16) OF THE PMC :**A. Purpose of S-1 Zone District Standards:**

The standards of this district are designed to retain and provide land areas held, used or controlled for governmental purposes by or for any department or branch of government, federal, state, county, municipal, school or special district, either as owner or under contract or lease with another person, and to place the public and all elected officials and public agencies on notice of proposed changes in the use and development of such public lands. *Governmental purpose* means and includes any use or activity, which is reasonably necessary in the discharge of a public or governmental function, whether it is performed by a governmental entity or another person for or on behalf of a governmental entity.

RECOMMENDED ACTION:

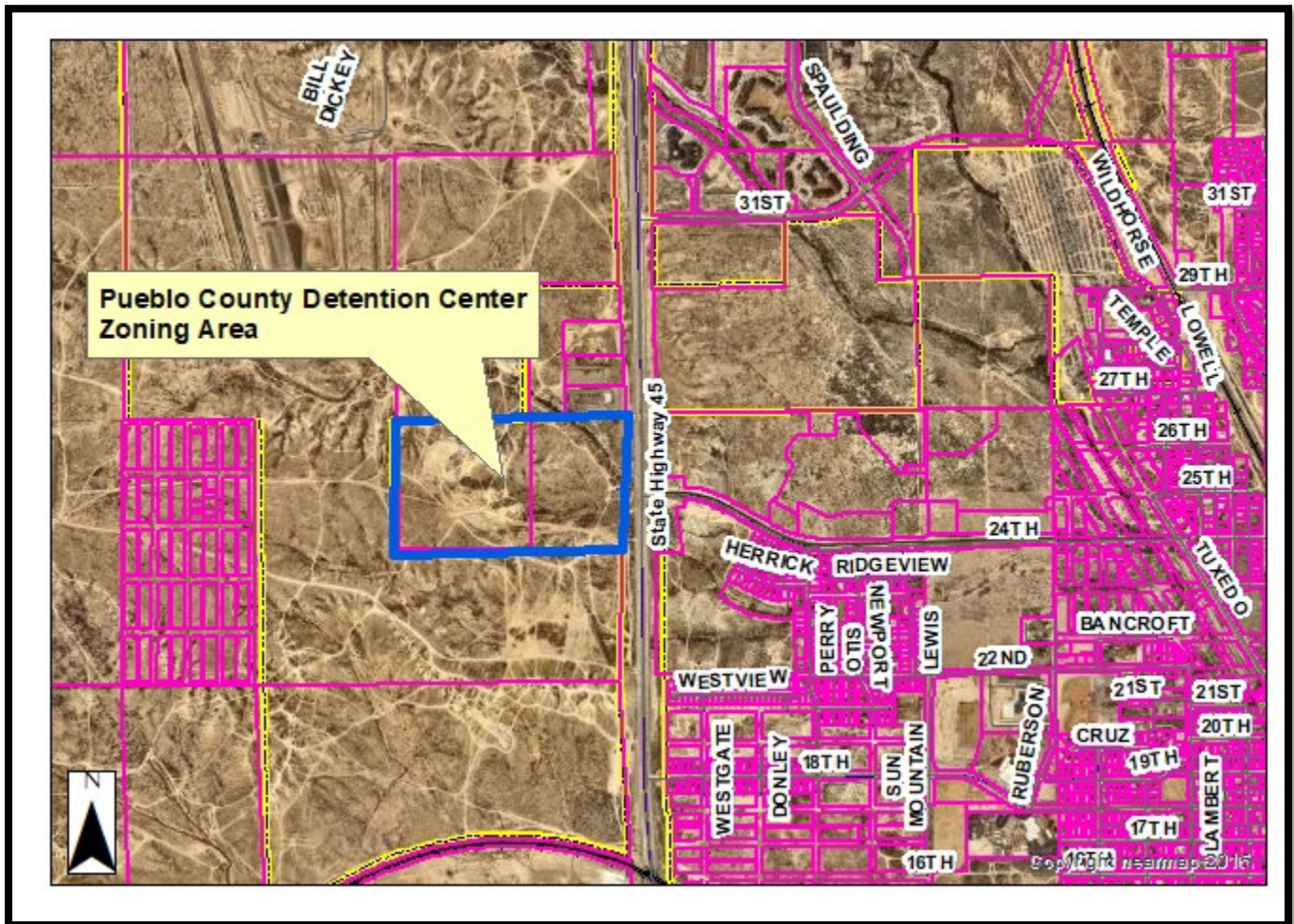
Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the rezoning be **APPROVED**.

REFERRAL AGENCIES AND COMMENTS:

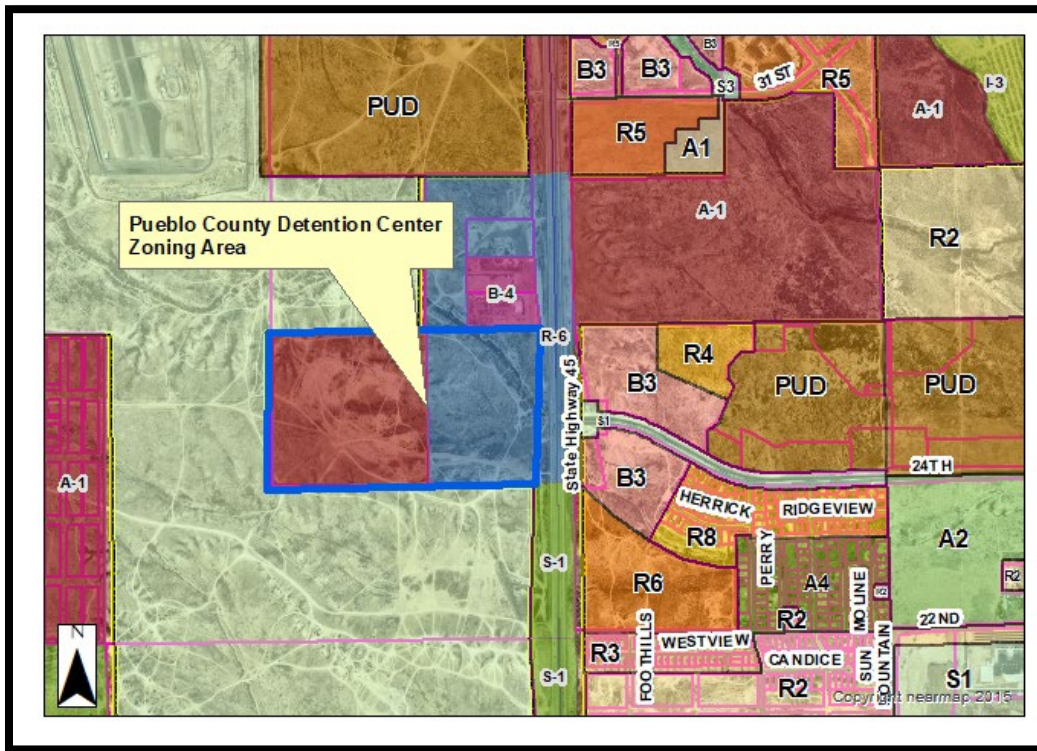
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

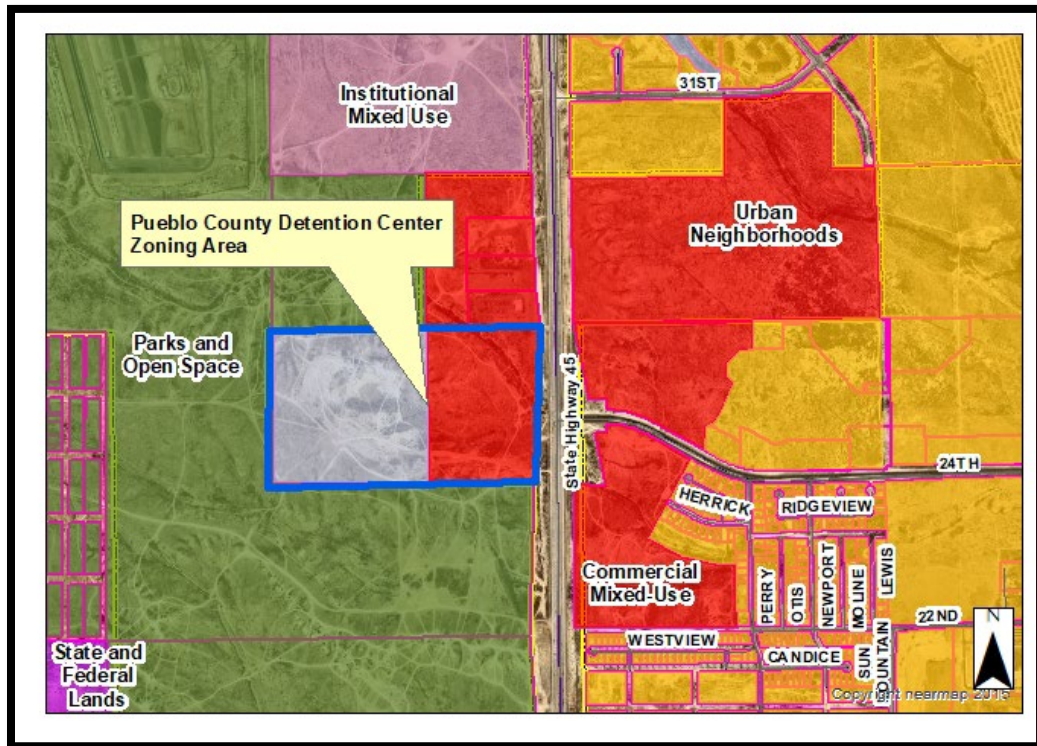
- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Zoning Exhibit
- F. Application



A. Aerial Photograph



B. Zoning



C. Comprehensive Plan



E. Pueblo County Detention Center rezoning site looking west from Pueblo Blvd.



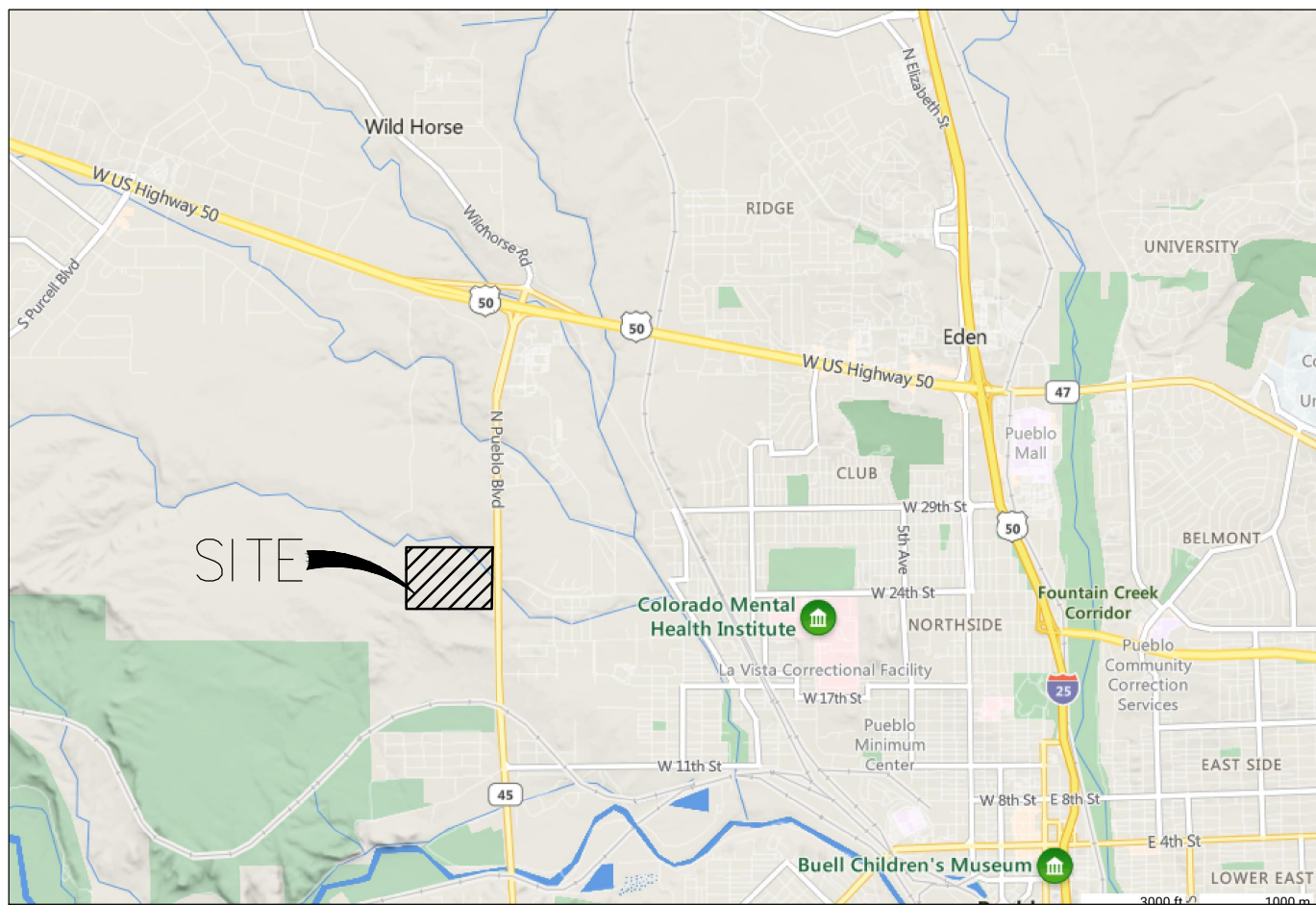
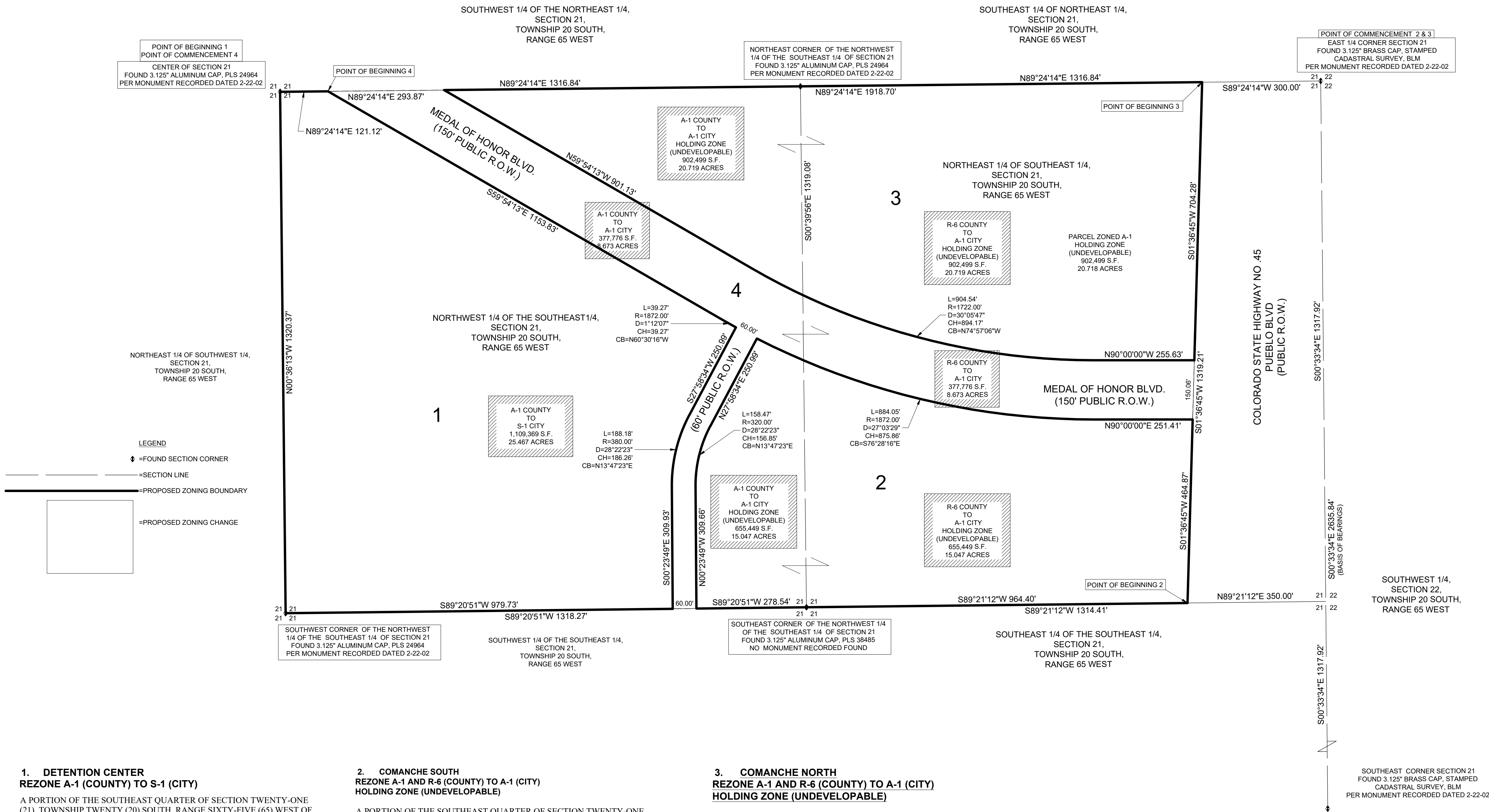
E. Pueblo County Detention Center rezoning site looking east towards Pueblo Blvd.



Public Notice Poster

EXHIBIT "A" ZONING EXHIBIT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO



VICINITY MAP
1"=3000'

GENERAL NOTES

1. BASIS OF BEARINGS: BEARINGS USED HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, BEING S00°33'34"E, AS MONUMENTED AT THE NORTH BY THE EAST 1/4 CORNER OF SECTION 21 WITH A FOUND 3.125" BRASS CAP STAMPED CADASTRAL SURVEY BLM AND AT THE SOUTH BY THE SOUTHEAST CORNER OF SECTION 21 WITH A FOUND 3.125" BRASS CAP STAMPED CADASTRAL SURVEY BLM.

4. MEDAL OF HONOR BLVD. & PUBLIC ROAD RIGHT OF WAY REZONE A-1 AND R-6 (COUNTY) TO A-1 (CITY)

ALL OF THAT PORTION OF MEDAL OF HONOR BLVD AND PUBLIC RIGHT OF WAY LYING IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY (20) SOUTH, RANGE SIXTY-FIVE (65) WEST OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, THENCE, N 89° 24' 14" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 121.12 FEET TO THE SOUTHERLY LINE OF MEDAL OF HONOR BLVD. AND THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING, THENCE, N 89° 24' 14" E, CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 293.87 FEET TO A POINT ON THE NORTHERLY LINE OF MEDAL OF HONOR BLVD.; THENCE, S 59° 54' 13" E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 901.13 FEET TO THE BEGINNING OF A CURVE TURNING TO THE LEFT; THENCE CONTINUING ALONG SAID NORTHERLY LINE, ON SAID CURVE, A DISTANCE OF 904.54 FEET, THROUGH AN ANGLE OF 30° 05' 47", HAVING A RADIUS OF 1722.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 57' 06" E FOR A DISTANCE OF 894.17 FEET; THENCE, N 90° 00' 00" E, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 255.63 FEET TO A POINT ON THE WEST LINE OF COLORADO STATE HIGHWAY NO. 45; THENCE, S 01° 36' 45" W, ALONG SAID WEST LINE, A DISTANCE OF 150.06 FEET TO A POINT ON THE SOUTH LINE OF MEDAL OF HONOR BLVD.; THENCE, S 90° 00' 00" W, ALONG SAID SOUTH LINE, A DISTANCE OF 251.41 FEET TO THE BEGINNING OF A CURVE TURNING TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH LINE, ON SAID CURVE, A DISTANCE OF 884.05 FEET, THROUGH AN ANGLE OF 27° 03' 29", HAVING A RADIUS OF 1872.00 FEET, AND WHOSE LONG CHORD BEARS N 76° 28' 16" W FOR A DISTANCE OF 875.86 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF A PUBLIC RIGHT OF WAY; THENCE, S 27° 58' 34" W, ALONG SAID EAST LINE, A DISTANCE OF 250.99 FEET TO THE BEGINNING OF A CURVE TURNING TO THE LEFT; THENCE ALONG SAID EAST LINE ON SAID CURVE, A DISTANCE OF 158.47 FEET, THROUGH AN ANGLE OF 28° 22' 23", HAVING A RADIUS OF 320.00 FEET, AND WHOSE LONG CHORD BEARS S 13° 47' 23" W FOR A DISTANCE OF 156.85 FEET; THENCE, S 00° 23' 49" E, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 309.66 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE, S 89° 20' 51" W, ALONG SAID SOUTH LINE, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF SAID PUBLIC RIGHT OF WAY; THENCE, N 00° 23' 49" W, ALONG SAID WEST LINE, A DISTANCE OF 309.93 FEET TO THE BEGINNING OF A CURVE TURNING TO THE RIGHT; THENCE CONTINUING ALONG SAID WEST LINE, ON SAID CURVE, A DISTANCE OF 188.18 FEET, THROUGH AN ANGLE OF 01° 12' 07", HAVING A RADIUS OF 380.00 FEET, AND WHOSE LONG CHORD BEARS N 13° 47' 23" E FOR A DISTANCE OF 186.26 FEET; THENCE, N 27° 58' 34" E FOR A DISTANCE OF 250.99 FEET TO A POINT ON THE SOUTHERLY LINE OF MEDAL OF HONOR BLVD. AND THE BEGINNING OF A NON-TANGENTIAL CURVE TURNING TO THE RIGHT; THENCE ALONG SAID SOUTHERLY LINE, ON SAID CURVE, A DISTANCE OF 39.27 FEET, THROUGH AN ANGLE OF 01° 12' 07", HAVING A RADIUS OF 1872.00 FEET, AND WHOSE LONG CHORD BEARS N 60° 30' 16" W FOR A DISTANCE OF 39.27 FEET; THENCE, N 59° 54' 13" W, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1153.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.673 ACRES, MORE OR LESS.

1. DETENTION CENTER REZONE A-1 (COUNTY) TO S-1 (CITY)

A PORTION OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY (20) SOUTH, RANGE SIXTY-FIVE (65) WEST OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, THENCE, N 89° 24' 14" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 121.12 FEET TO THE SOUTHERLY LINE OF MEDAL OF HONOR BLVD.; THENCE, S 59° 54' 13" E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1153.83 FEET TO THE BEGINNING OF A CURVE TURNING TO THE LEFT; THENCE CONTINUING ALONG SAID SOUTHERLY LINE ON SAID CURVE, A DISTANCE OF 39.27 FEET, THROUGH AN ANGLE OF 01° 12' 07", HAVING A RADIUS OF 1872.00 FEET, AND WHOSE LONG CHORD BEARS S 60° 30' 16" E, A DISTANCE OF 39.27 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF A PUBLIC RIGHT OF WAY. THENCE, S 27° 58' 34" W, ALONG SAID WEST LINE, A DISTANCE OF 250.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE CONTINUING ALONG SAID WEST LINE ON SAID CURVE, A DISTANCE OF 188.18 FEET, TURNING THROUGH AN ANGLE OF 28° 22' 23", HAVING A RADIUS OF 380.00 FEET, AND WHOSE LONG CHORD BEARS S 13° 47' 23" W, A DISTANCE OF 186.26 FEET; THENCE, S 00° 23' 49" E, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 309.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER; THENCE, S 89° 20' 51" W, ALONG SAID SOUTH LINE, A DISTANCE OF 979.73 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE N 00° 36' 13" W, ALONG SAID WEST LINE, A DISTANCE OF 1320.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.467 ACRES, MORE OR LESS.

2. COMANCHE SOUTH REZONE A-1 AND R-6 (COUNTY) TO A-1 (CITY) HOLDING ZONE (UNDEVELOPABLE)

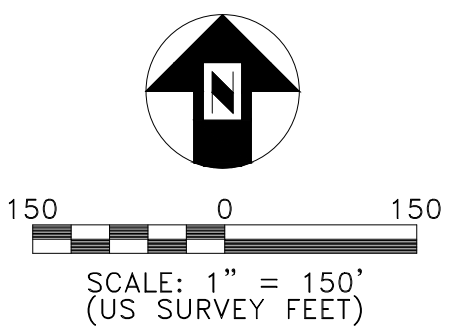
A PORTION OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY (20) SOUTH, RANGE SIXTY-FIVE (65) WEST OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, THENCE S 89° 24' 14" W, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 300.00 FEET TO THE WEST LINE OF COLORADO STATE HIGHWAY NO. 45; THENCE S01°36'45" W, ALONG SAID WEST LINE, A DISTANCE OF 1319.21 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER AND THE POINT OF BEGINNING; THENCE, S 89° 21' 12" W, ALONG SAID SOUTH LINE, A DISTANCE OF 964.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE, S 89° 20' 51" W, ALONG SAID SOUTH LINE, A DISTANCE OF 278.54 FEET TO A POINT ON THE EAST LINE OF A PUBLIC RIGHT OF WAY; THENCE, N 00° 23' 49" W, ALONG SAID EAST LINE FOR A DISTANCE OF 309.66 FEET TO THE BEGINNING OF A CURVE TURNING TO THE RIGHT, THENCE CONTINUING ALONG SAID EAST LINE ON SAID CURVE, A DISTANCE OF 158.47 FEET, THROUGH AN ANGLE OF 28° 22' 23", HAVING A RADIUS OF 320.00 FEET, AND WHOSE LONG CHORD BEARS N 13° 47' 23" E, A DISTANCE OF 156.85 FEET; THENCE, N 27° 58' 34" E, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 250.99 FEET TO THE SOUTH LINE OF MEDAL OF HONOR BLVD. AND THE BEGINNING OF A NON-TANGENTIAL CURVE TURNING TO THE LEFT; THENCE ALONG SAID SOUTH LINE ON SAID CURVE, A DISTANCE OF 884.05 FEET, THROUGH AN ANGLE OF 27° 03' 29", HAVING A RADIUS OF 1872.00 FEET, AND WHOSE LONG CHORD BEARS S 76° 28' 16" E FOR A DISTANCE OF 875.86 FEET; THENCE, N 90° 00' 00" E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 251.41 FEET TO THE WEST LINE OF COLORADO STATE HIGHWAY NO. 45; THENCE, S 01° 36' 45" W, ALONG SAID WEST LINE, A DISTANCE OF 150.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.047 ACRES, MORE OR LESS.

3. COMANCHE NORTH REZONE A-1 AND R-6 (COUNTY) TO A-1 (CITY) HOLDING ZONE (UNDEVELOPABLE)

A PORTION OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY (20) SOUTH, RANGE SIXTY-FIVE (65) WEST OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, THENCE S 89° 24' 14" W, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 300.00 FEET TO THE WEST LINE OF COLORADO STATE HIGHWAY NO. 45 AND THE POINT OF BEGINNING; THENCE, S 01° 36' 45" W, ALONG SAID WEST LINE, A DISTANCE OF 704.28 FEET TO A POINT ON THE NORTH LINE OF MEDAL OF HONOR BLVD.; THENCE, N 90° 00' 00" W, ALONG SAID NORTH LINE, A DISTANCE OF 255.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID NORTH LINE ON SAID CURVE, A DISTANCE OF 904.54 FEET, THROUGH AN ANGLE OF 30° 05' 47", HAVING A RADIUS OF 1722.00 FEET, AND WHOSE LONG CHORD BEARS N 74° 57' 06" W FOR A DISTANCE OF 894.17 FEET; THENCE, N 59° 54' 13" W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 901.13 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE N 89° 24' 14" E, ALONG SAID NORTH LINE, A DISTANCE OF 1918.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.719 ACRES, MORE OR LESS.



ALL SEALS FOR THIS DOCUMENT ARE APPLIED TO THE COVER PAGE				SHT NO: 1 OF 1	WILSON & COMPANY 990 South Broadway Suite 220 Denver, CO 80202 Phone: 303-297-2976 Fax: 303-297-2993
				SCALE: 1"=150'	
				DATE: 3-2-2023	
				3-2-2023	
Q1	CITY COMMENTS	TJB	3/29/23	M.J.L.	3/29/23
NO.	REVISION/DESCRIPTION	BY	DATE	CHKD	APPD

Planning & Zoning Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: Sabina Genesio	
Company: Pueblo County, County Manager	
Address: 215 W. 10th St, Pueblo Colorado	Zip: 81003
Phone: () 719-583-6244	Email: genesios@pueblocounty.us
Applicant	
Name: Gary Raso	
Company: P.C. for Pueblo County	
Address: 215 E. Pitkin Ave, Pueblo Colorado	Zip: 81004
Phone: () 719-543-1700	Email: graso@rasopc.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name: David Watt	
Company: Wilson and Company	
Address: 5755 Mark Dabbling Blvd Suite 220	Zip: 80919
Phone: () 719-651-1026	Email: david.watt@wilsonco.com
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: 3015 Medal of Honor (address or general description)	
Parcel# 52100-00-020 and 52100-00019	
Legal Description: The Northwest and northeast 1/4s of Sect 21, Township 20 south and range 65 west.	
Subdivision:	Acreage: 70 acres total
Existing Zone District: A-1 Pueblo County	Proposed Zone District: S-1 & A-1, Clty of Pueblo

Purpose of this Application:

- ☒ To permit development of the property not allowed under the existing zone district.
- ☒ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☒ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify): _____

(Continued from previous page)

Statement of Facts:

Justifying the zone change request. Be specific; use additional sheets if necessary.

S-1 Zone is to support development of the Pueblo County Sheriff's new Detention Center. A-1 Holding Zone will be for public rights of way dedicated to the City of Pueblo and for two holding parcels to be reconveyed to Comanche Corp. The parcels will be created via a subsequent subdivision plat to be processed in the City of Pueblo.

Description of area surrounding proposed development:

Much of the surrounding property is owned by the City of Pueblo within the Honor Farm MP open space. To the northeast are two private parcels. HMCD Inv. is vacant, and there is an auto auction business. SH 45 is east of the property being zoned.

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.

- ☐ A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project: Spring 2023

Estimated date for completion of project: Fall 2025

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

Pueblo County has obtained bond financing and additional commitments from its general revenues which will pay for the Detention Center (DC) on the planned S-1 site and fund MOH Blvd. MOH Blvd serves as access to the DC and the A-1 zoned parcels. Also connects Pueblo West and Pueblo consistent with the Honor Farm Master Plan.

- ☐ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (if applicable)

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only	Zoning Compliance (Completed by City Staff)	
	Application received by:	Date:
	Application checked for completeness by:	Date:
	Case Manager:	Fee Paid:
	Hearing date:	☐ Approved ☐ Denied ☐ Approved w/conditions

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner

Print Name:

Signature:

Date:

Applicant, if different from Property Owner

Print Name:

David Watt

Signature:

David Watt

Date: March 6th, 2023

April 24, 2023

The City Planning and Zoning Commission will hold a public hearing on a request from **Pueblo County** for the approval of the following application:

Zoning: Pueblo County Detention Center Annexation Zoning, approximately 25.47 to be rezoned from Pueblo County, A-1 to City of Pueblo, S-1, Government Use District and approximately 44.44 acres from Pueblo County, A-1 and R-6 to City of Pueblo A-1, Agricultural One. Generally located west of the intersection of West 24th Street and Pueblo Boulevard. Staff report by Principal Planner, Beritt Odom

The Planning and Zoning Commission meeting will be held on May 10, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGBnlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please call the number below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2255

April 24, 2023

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(719) 553-2255

April 24, 2023

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2255

CASE NUMBER: Z-23-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at PC Detention Center to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

April 24, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at PC Detention Center, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

April 27, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Owr	OwnerZip
BUTCHER JAMES H	1 JUDYS DREAM LN	PUEBLO	CO	81005-8703
STATE OF COLORADO DEPT OF NATURAL R + DIV OF PARK	1375 SHERMAN ST	DENVER	CO	80203-2240
MORENO CLAUDIO JR/MORENO JOE ANN	1617 AQUILA DR	PUEBLO	CO	81008-1790
ASH FAMILY INVESTMENTS LLC	2000 MEADOW VALE RD	LONGMON	CO	80504-6220
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO	81003-2941
H M C D INVESTMENTS LLC	2751 N PUEBLO BLVD	PUEBLO	CO	81008-2203
HOUSMAN ROBERT C	63 CORNELL CIR	PUEBLO	CO	81005-1644
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO	81002-1427

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alexandria Romero, Director of Finance

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HILLTOP SECURITIES INC., MUNICIPAL ADVISORY SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves an agreement between the City of Pueblo and Hilltop Securities, Inc. for municipal advisory services.

PREVIOUS COUNCIL ACTION:

Council has previously approved similar agreements for advisory services for issuance of municipal securities and debt financing.

BACKGROUND:

Hilltop Securities, Inc., through its Senior Managing Director, Jason Simmons, and Senior Vice President, Mattie Prodanovic, will provide municipal advisory services from the pre-issuance planning stage to the repayment stage, to the City for issuance of municipal securities to fund the construction of the new fire stations.

FINANCIAL IMPLICATIONS:

The fees for these services are generally absorbed as part of the cost of debt issuance and are approved through the financing ordinances. Other work performed would need to be budgeted through departmental budgets.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to adopt this Ordinance will result in the City Council not authorizing the agreement for municipal advisory services.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. HTS Municipal Advisory Agreement - City of Pueblo - 05.23.2023

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HILLTOP SECURITIES INC., MUNICIPAL ADVISORY SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Agreement between the City of Pueblo, a municipal corporation, and Hilltop Securities, Inc. for the rendering of Municipal Advisory Services to the City of Pueblo, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

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



Jason Simmons

Senior Managing Director
Public Finance

May 23, 2023

Alexandria Romero
Director of Finance
City of Pueblo, Colorado
1 City Hall Place
Pueblo, CO 81003

Dear Ms. Romero:

On behalf of Hilltop Securities Inc. (“Hilltop Securities”), we appreciate the opportunity to serve as Municipal Advisor to the City of Pueblo, Colorado (the “Issuer” or the “City”). This letter will confirm the basic terms of our engagement and is dated, and shall be effective as of, the date executed by the Issuer as set forth on the signature page hereof (the “Effective Date”).

Hilltop Securities will serve as Municipal Advisor to the Issuer. In this capacity, based on our professional experience and the information made available to us by the Issuer, Hilltop Securities agrees to perform the following Municipal Advisory Scope of Services outlined in Appendix A.

The term of this Agreement begins on the Effective Date and ends, unless terminated pursuant the language below, on the last day of the month in which the fifth anniversary date of the Effective Date shall occur (the “Termination Date”). This Agreement may be terminated with or without cause by the Issuer or Hilltop Securities upon the giving of at least thirty (30) days’ prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due Hilltop Securities for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

In consideration of providing the requested services, Hilltop Securities shall receive fees as outlined in Appendix B. In any event regardless of the cause of action, Hilltop Securities’ total liability (including loss and expense) to the Issuer in the aggregate shall not exceed the gross amount of fees received by Hilltop Securities pursuant to this letter agreement. The limitations of liability set forth in this letter agreement are fundamental elements of the basis of the bargain between Hilltop Securities and the Issuer, and the pricing of the services set forth above reflect such limitations. This letter agreement shall be constrained and given effect on accord with the laws of the State of Colorado.

Hilltop Securities is providing its Municipal Advisor Disclosure Statement in Appendix C (the “Disclosure Statement”), current as of the date of this Agreement, setting forth disclosures by Hilltop Securities of material conflicts of interest, if any, and of any legal or disciplinary events required to be disclosed pursuant to Municipal Securities Rulemaking Board Rule G-42. The Disclosure Statement also describes how Hilltop Securities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by Hilltop Securities with the Securities and Exchange Commission.

We look forward to working with you during this engagement. Please acknowledge acceptance of these terms by signing in the space provided below and returning two copies to me.

Sincerely,

Jason Simmons
Senior Managing Director

City of Pueblo, Colorado
Agreed and Accepted:

By:_____

Title:_____

Name:_____

Date:_____

APPENDIX A

MUNICIPAL ADVISORY SCOPE OF SERVICES

This Appendix A sets out the scope of the Municipal Advisory Services to be performed by HilltopSecurities pursuant to the Agreement with the understanding that:

1. Individual actions taken within this scope shall be consistent with any request or direction provided by an authorized representative of the Issuer or as HilltopSecurities determines to be necessary or appropriate in furtherance of any matter for which it serves as municipal advisor. However, not all listed activities will be appropriate, necessary or applicable to any particular matter subject to this Agreement.
2. For purposes of this Agreement, an issuance of municipal securities (an “issuance”) shall encompass any and all stages in the life of an issuance, from the pre-issuance planning stage to the repayment stage.

I. New Issuances of Municipal Securities. At the direction of or upon the request of the Issuer, HilltopSecurities shall provide advice to the Issuer on any new issuances, including reofferings of outstanding issuances that are treated for purposes of the federal securities laws and/or federal tax laws as new issuances, throughout the term of this Agreement. The activities to be performed by HilltopSecurities may include, depending on the specific circumstances of an issuance and any request or direction of the Issuer, one or more of the following:

Planning for New Issuance

1. ***Survey and Analysis.*** Surveying the financial resources of the Issuer in connection with its capacity to authorize, issue and service the contemplated issuance. This survey would be expected to include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, would include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the contemplated issuance, the survey would be expected to take into account any outstanding indebtedness payable from such revenues, additional revenues to be available from any proposed rate increases, and additional revenues resulting from improvements to be financed by the contemplated issuance, as projected by consulting engineers engaged by the Issuer.
2. ***Future Financings.*** In connection with the contemplated issuance, considering and analyzing future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, engaged by the Issuer.
3. ***Recommendations.*** Making recommendations to the Issuer on the contemplated issuance, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options for prepayment, security provisions, and such other provisions as may be appropriate.
4. ***Market Information.*** Advising the Issuer of HilltopSecurities' view of current bond market conditions, other related forthcoming bond issues and general information (including applicable economic data) which might normally be expected to influence interest rates or bidding conditions relevant to setting an appropriate date and time for the sale of the issuance.

5. ***Elections.*** In the event it is necessary to hold an election to authorize the contemplated issuance, assisting in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to the Issuer's bond counsel.

Debt Management and Financial Implementation for New Issuance

1. ***Method of Sale.*** Evaluating the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:
- a) If the Debt Instruments are to be executed as a direct bank loan with a commercial lender, HilltopSecurities will:
 - 1. Assist in the development and distribution of an RFP to commercial banking institutions; and
 - 2. Assist in the review, evaluation, and selection of a lender.
 - b) If the issuance is to be sold by a competitive sale:
 - 1. Coordinating the preparation of the notice of sale and bidding instructions, official bid form and such other documents as may be required and submitting all such documents to the Issuer for examination, approval and certification.
 - 2. Supervising the sale of the municipal securities;
 - 3. Disseminating information to prospective bidders, organizing such informational meetings as may be necessary, and facilitating prospective bidders' efforts in making timely submission of proper bids;
 - 4. Assisting the staff of the Issuer in coordinating the receipt of bids and the tabulation and comparison of submitted bids;
 - 5. Advising the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids; and
 - 6. Obtaining CUSIP numbers on behalf of the Issuer.
 - c) If the issuance is to be sold by negotiated sale:
 - 1. Assisting the issuer with an RFP process to select one or more investment banking firms, as sole underwriter or as managers of an underwriting syndicate, if necessary;
 - 2. Cooperating with and assisting any selected sole or managing underwriter and its counsel, in the review of a bond purchase contract, an underwriters' agreement and other related documents;

3. Providing a cost comparison to the then-current market of underwriters discount, expenses, interest rates and prices which are proposed by the underwriters;
 4. Advising the Issuer on the fairness of the price offered by the underwriters;
 5. Advising the Issuer in connection with any terms and conditions it may wish to establish with respect to order priorities and other similar matters relating to the underwriting of the new issuance;
 6. If the new issuance will have a retail order period, advising the Issuer on retail eligibility criteria and other features of the retail order period and reviewing information provided by the underwriters to the Issuer in connection with retail orders received; and
 7. At the request of the Issuer, reviewing required disclosures by underwriters to the Issuer relating to their role as underwriter, conflicts of interests, material terms and risks of the issuance, and any other matters, and providing any appropriate advice to the Issuer in connection with such disclosures.
- d) If the Debt Instruments are to be executed as a direct loan with the Colorado Water Resources and Power Development Authority or the Colorado Water Conservation Board, HilltopSecurities will:
- i. Assist in the application process; and
 - ii. Assist in the development and execution of loan documents.
2. **Bond Counsel.** Maintaining liaison with bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the municipal securities.
 3. **Offering Documents.** Coordinate Disclosure or Underwriter's Counsel, as applicable to prepare any Official Statement as needed and such other documents as may be required and submit all such documents to the Issuer for examination, approval, and certification.
 4. **Credit Ratings.** Making recommendations to the Issuer on the advisability of obtaining one or more credit ratings for the issuance and, when directed by the Issuer, coordinating the preparation of such information as may be appropriate for submission to any rating agency. In those cases where the advisability of personal presentation of information to a rating agency may be indicated, HilltopSecurities will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be approved or directed by the Issuer.
 5. **Trustee, Paying Agent, Registrar, Professionals and Other Transaction Participants.** Upon request, providing advice to the Issuer in the selection of a trustee and/or paying agent/registrar, legal, accounting or other professionals, and other transaction participants relating to any issuance.
 6. **Financial Publications.** When appropriate, advising financial publications of the forthcoming sale of the municipal securities and providing them with all pertinent information.

7. **Consultants.** After consulting with and receiving directions from the Issuer, arranging for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the issuance.
8. **Auditors.** In the event formal verification by an independent auditor of any calculations incident to the issuance is required, making arrangements for such services.
9. **Issuer Meetings.** Attending meetings of the governing body of the Issuer, its staff, representatives or committees as requested when HilltopSecurities may be of assistance or service and matters within the scope of this engagement are to be discussed.
10. **Printing.** To the extent authorized by the Issuer, coordinating all work incident to printing or final production, physical or electronic, of the offering documents.
11. **Delivery of the Municipal Securities.** As soon as a bid for the purchase of a competitive issuance is accepted by the Issuer or the bond purchase contract for a negotiated issuance is signed by the Issuer, coordinating the efforts of all concerned to the end that the municipal securities may be delivered and paid for as expeditiously as possible and assisting the Issuer in the preparation or verification of final closing figures incident to the delivery of the municipal securities.
12. **Debt Service Schedule.** After the closing of the sale and delivery of the issuance, delivering to the Issuer a schedule of annual debt service requirements for the issuance.
13. **Continuing Disclosure.** Providing guidance to the Issuer with regard to its continuing disclosure undertakings for its new issuances in coordination with Disclosure Counsel.

II. Baseline Advice on Outstanding Issuances of Municipal Securities. HilltopSecurities shall provide baseline on-going advice to the Issuer on any outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. **Exercising Calls.** Providing advice and assistance to the Issuer with regard to exercising any calls of outstanding municipal securities unrelated to a refunding of such securities.
2. **Refundings and Tender Offers.** Providing advice to the Issuer with regard to opportunities for refundings of outstanding issuances or to make tender offers for outstanding issuances, whether by means of a new issuance, bank loans, or other funds of the Issuer, but not including serving as advisor in connection with the specific transaction through which such refunding or tender offer is effected. Transaction-based advice in connection with a specific new issuance of bonds to effectuate any such refunding or tender offer would be provided within the scope of Municipal Advisory Services for new issuances described in Section I above.
3. **Continuing Disclosure.** Providing guidance in coordination with Disclosure Counsel to the Issuer with regard to continuing disclosure undertakings for outstanding issuances; processes, policies and procedures to comply with continuing disclosure undertakings; and coordination of continuing disclosure obligations arising from different continuing disclosure undertakings for its various issuances. However, the preparation of continuing disclosure documents, other than in the capacity of dissemination agent under a continuing disclosure undertaking, would be provided within the scope of other services described in Section V. below.

III. Particularized Services on Outstanding Issuances of Municipal Securities.

HilltopSecurities may provide to the Issuer certain additional advisory or related services in connection with particular outstanding issuances or matters affecting multiple outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. ***Other Post-Sale Services.*** Reviewing the transaction features and documentation of outstanding issuances with legal counsel for the Issuer, bond counsel, auditors and other experts and consultants retained by the Issuer and assisting in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters, or other services related to one or more outstanding issuances as may be agreed to by the Issuer and HilltopSecurities.

2. ***Brokerage of Municipal Escrow Investments.*** At the request of the Issuer, brokering the purchase of municipal escrow investments in connection with a refunding of an outstanding issuance, together with any recommendations by HilltopSecurities (but not by Hilltop Securities Asset Management, LLC as an investment adviser) with respect to such brokerage.

IV. Services as Independent Registered Municipal Advisor (“IRMA”). At the written request of the Issuer, HilltopSecurities shall, as the Issuer’s IRMA, review and provide advice to the Issuer in connection with any recommendations, proposals, ideas or matters suggested or otherwise communicated by a third party to the Issuer with respect to the same aspects of the issuance of municipal securities or municipal financial products that are within the scope of Municipal Advisory Services. There are no aspects of the issuance of municipal securities or municipal financial products that are outside the scope of Municipal Advisory Services set forth in this Appendix.

V. Other Consulting Services. HilltopSecurities agrees to make available to the Issuer other consulting, when so requested by the Issuer and subject to a separate task order agreement by Issuer and HilltopSecurities regarding the specific requirements and scope of services with respect to such services, which requirements shall be made part of the scope of Municipal Advisory Services and included in this Appendix as an amendment or addendum, which services may include, without limitation:

1. ***Capital Improvement Programs.*** Providing advice and assistance in the development of any capital improvement programs of the Issuer.

2. ***Long-Range Planning.*** Providing advice and assistance in the development of other long-range financing plans of the Issuer.

* * * * *

Amendments to this Appendix A may be effected by replacement of this Appendix A with a new version hereof or by the addition of an addendum to this Appendix A, and this Appendix A, as it may have been amended, shall be dated and effective as of the most recent of the date set forth in any such amendment or the date set forth in any addendum to this Appendix A.

APPENDIX B

FORM AND BASIS OF COMPENSATION

This Appendix B sets out the form and basis of compensation to HilltopSecurities for the Municipal Advisory Services provided under this Agreement as set forth in Appendix A; provided that the compensation arrangements set forth in this Appendix B shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services as provided in paragraph D of Section I of the Agreement.

Transaction Fee Guidelines. The fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section I of Appendix A hereto for each new issuance of municipal securities will not exceed those contained in our fee schedule as listed below:

For issuances of publicly offered securities through a negotiated or competitive sale, HilltopSecurities proposes a fee of \$1.50 per \$1,000 of par, with a minimum fee of \$35,000 and a maximum fee of \$60,000. For bank loan or private placement transactions the fee will be \$30,000. For transactions that involve a new credit, are of a more complicated nature, or that require an extended timeframe to complete, HilltopSecurities reserves the right to request an alternative fee that is mutually agreed upon between HilltopSecurities and the Issuer.

The payment of charges as set forth in this Section I for new issuances shall be contingent upon the delivery of the new issuance and shall be due at the time that the municipal securities are delivered.

There shall be no additional fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Sections II, III, and IV of Appendix A hereto, with the understanding that such services are integral to HilltopSecurities' engagement as municipal advisor to the Issuer and HilltopSecurities shall be compensated for such services through and as part of the fees paid for the other services provided by HilltopSecurities hereunder.

Consulting Services Fee Guidelines. In connection with any services described in Section V of Appendix A hereto requested by the Issuer and agreed to by HilltopSecurities, the fees due with respect to any such services shall be charged an hourly billing rate as follows.

Senior Managing Director	\$350
Senior Vice President	\$300
Vice President	\$250
Assistant Vice President	\$200
Analyst/Associate	\$175

Expenses. The Issuer shall be responsible for the following expenses in connection with the Municipal Advisory Services (including any additional services hereafter added to the scope of the Municipal Advisory Services), if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by HilltopSecurities as reimbursable expenses: bond counsel fees and expenses, bond printing costs, bond ratings fees and expenses, credit enhancement fees and expenses, accountant fees for verifications and related activities in connection with refundings, official statement preparation and printing, paying agent/registrar/trustee fees and expenses, travel expenses, underwriter and underwriter's counsel fees and expenses, and other miscellaneous expenses incurred by HilltopSecurities in the furtherance of any matter for which it serves as municipal advisor, including copy, delivery, phone and other charges normally incurred in connection with engagements of this type.

APPENDIX C MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement (“Conflict Disclosures”) is provided by **Hilltop Securities Inc.** (“the Firm”) to you (the “Client”) in connection with our current municipal advisory agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer’s annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned

affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

II. PlainsCapital Bank Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

IV. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential

investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

VI. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's [BrokerCheck](#) webpage.
- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.

- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. HilltopSecurities' engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.
- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of \$100,000 for these self-reported violations.
- In connection with a settlement on July 9, 2021, the U.S. Securities and Exchange Commission found that, between January 2016 and April 2018, the Firm bought municipal bonds for its own account from another broker-dealer and that, on occasion during that time period, the other broker-dealer mischaracterized the Firm's orders when placing them with the lead underwriter. The SEC found that, among other things, the Firm lacked policies and procedures with respect to how stock orders were submitted for new issues bonds to third parties, including the broker-dealer that mischaracterized the Firm's orders. The SEC found violations of MSRB Rules G-27, G-17, and SEC rule 15B(c)(1) and a failure to reasonably supervise within the meaning of Section 15(b)(4)(E) of the Securities Exchange Act of 1934. The Firm was censured and ordered to pay disgorgement of \$206,606, prejudgment interest of \$48,587 and a penalty of \$85,000.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [Forms](#)

MA and MA-I. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – MSRB Rule G-10 Disclosure

MSRB Rule G-10 covers Investor and Municipal Advisory Client education and protection. This rule requires that municipal advisors make certain disclosures to all municipal advisory clients. This communication is a disclosure only and does not require any action on your part. The disclosures are noted below.

1. Hilltop Securities Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.
2. You can access the website for the Municipal Securities Rulemaking Board at www.msrb.org
3. The Municipal Securities Rulemaking Board has posted a municipal advisory client brochure. A copy of the brochure is attached to the memo. This link will take to you to the electronic version [MA Client Brochure](#)

PART D – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor
Bob Jagger, Acting City Attorney
Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE APPROVING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 RELATING TO RETENTION BONUSES, REDUCTIONS OF STEPS WITHIN THE SALARY SCHEDULE FOR THE POLICE PATROL OFFICER CLASSIFICATION, AND IMPLEMENTING A QUARTERMASTER SYSTEM

SUMMARY:

Attached is a proposed Ordinance which would amend the current and successor Collective Bargaining Agreement between the City of Pueblo and the International Brotherhood of Police Officers Local 537 as previously approved for 2024.

PREVIOUS COUNCIL ACTION:

Pursuant to Ordinance No. 9532 approved August 28, 2019, the City entered into a collective bargain agreement ("Agreement") with the Union for calendar year 2020. The Agreement granted the City the option to extend the Agreement for two successive one-year terms with a 2.75% increase in the salary schedule for 2021 and a 2.5% increase in the salary schedule for 2022.

Pursuant to Ordinance No. 9727 approved June 26, 2020, the parties amended and extended the Agreement and provided for no increase in the salary schedule during calendar year 2021. The amendment retained the City's right to extend or not to extend the Agreement for calendar years 2022 and 2023 at the rates previously agreed upon.

Pursuant to Ordinance Nos. 9942 (May 24, 2021) and 10183 (May 23, 2022), the City extended the Agreement for calendar years 2022 and 2023 at the rates previously

agreed.

Pursuant to Ordinance No. 10211 (June 27, 2022) the City approved an amendment to the Agreement which provided for a 7% wage increase as opposed to a 2.5% wage increase in 2023 and which granted the City the option to extend the Agreement for one successive one-year term.

Pursuant to Ordinance No. 10469 (May 8, 2023) the City extended the Agreement for one calendar year, 2024 at the rate previously agreed (5.3% wage increase).

BACKGROUND:

The City and the Union have been working cooperatively to make positive amendments to the Agreement. Several changes have been agreed to and will become effective pending City Council approval. The terms and conditions of the extended term of the Agreement as approved on May 8, 2023, shall be on the same terms and conditions currently agreed upon except for the following:

1. Amendment of 2023 Police Patrol Officer Salary Schedule

The current salary schedule will be reduced from ten steps to eight steps. The first two steps of the current salary schedule will be eliminated with entry level hires beginning at the pay rate assigned currently to Step 3 of the salary schedule. Current incumbents will remain at their current step but within the new salary schedule, which will result in base pay increases. The amended salary schedule for Police Patrol Officer as outlined below will be effective July 1, 2023, if approved.

January 1, 2023, Pay Schedule – Police Patrol Officer

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) POLICE										
Police Patrol Officer	4844.82	5340.26	5656.18	6138.04	6328.22	6426.51	6521.62	6619.95	6713.42	6899.79

July 1, 2023, Pay Schedule – Police Patrol Officer

CLASS TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
(A) POLICE								
Police Patrol Officer	5656.18	6138.04	6328.22	6426.51	6521.62	6619.95	6713.42	6899.79

2. Retention Bonus

Each Police Patrol Officer, Police Corporal and Police Sergeant employed by the City on July 1, 2023, and covered by this Agreement shall be paid a retention bonus in the amount of Ten Thousand Dollars (\$10,000.00), less applicable tax withholdings, payable on the same date that such employee would normally receive the July monthly pay (July 31, 2023).

3. Quartermaster System

Both parties recognize that the City is committed to implementing a Quartermaster system as soon as is practical. An official Request for Proposal process is currently underway through the City's Purchasing Department. This will necessitate a change to Article 21. Uniform and Maintenance of the Agreement as summarized below:

A. On or after January 1, 2024, each Police Officer covered by this Agreement shall be credited with Eight Hundred Dollars (\$800.00) annually ("Annual Credit") which will be placed into an account with the Police Department approved vendor for the purchase of uniforms and equipment as may be prescribed by the regulations of the Pueblo Police Department ("Required Uniforms"). The Annual Credit shall not be provided to any entry level Police Officer who has not successfully completed the Police Training Officer Program prior to the first of January of the year of the Annual Credit. The Department reserves the right to require officers to purchase a quantity of specific uniform items not to exceed Eight Hundred (\$800). Unused Annual Credit amounts will expire at the end of each year.

B. On or after July 2, 2023, and as soon as a quartermaster vendor is selected, each Police Officer covered by the Agreement shall be Four Hundred Dollars (\$400.00) ("2023 Credit") which will be placed into an account for the purchase of approved uniforms and equipment. Any unused portion of the 2023 Credit will expire December 31, 2023.

C. Police Officers hired after July 1, 2023, will have their initial Pueblo Police Academy required uniforms items purchased by the City, and prior to graduation, such officers' duty equipment will be issued at no cost to the employee.

D. On and after January 1, 2024, each Police Officer covered by the Agreement shall receive an annual allowance of Four Hundred Fifty Dollars (\$450.00) for drycleaning, minor maintenance and non-uniform clothing items based on the Police Officer's assignment. In the event such an employee leaves the service of the City during the ensuing year, the sum of Thirty-Seven Dollars and Fifty Cents (\$37.50) shall be deducted from the employee's final salary payment for each month remaining in that calendar year.

FINANCIAL IMPLICATIONS:

The total estimated cost of all three cost components as amended in the agreement for FY 2023 is \$2,243,673. Specific costs are broken out below:

Amendment of 2023 Police Patrol Officer Salary Schedule

The cost to amend the salary scale for July 1, 2023, through December 31, 2023, is approximately \$ 227,253. Total annualized cost for the changes is estimated to be \$454,507 for current incumbents. If fully staffed, the cost annually will be approximately \$901,471. Funding for this change will come from the General Fund and the Public Safety Sales Tax fund.

Retention Bonus

The one-time cost to provide the \$10,000 retention bonus to existing Police Officers

covered by the Agreement is approximately \$1,831,620.

$178 \text{ (incumbents)} \times \$10,000 + 2.9\% \text{ Medicare Cost} = \$1,831,620$

The intent is to use ARPA funding to pay this retention bonus. A separate Resolution will be presented to City Council with respect to the retention bonus specifically as it relates to the use of ARPA funding. If such Resolution is not approved, the funding for this will come from the General Fund and the Public Safety Sales Tax Fund.

Quartermaster System

The cost to provide the annual credits to Police Officers covered by the Agreement is approximately \$92,400 for the remainder of 2023. Annual costs are estimated at \$184,800.

This does not include any costs associated with program administration fees which may be incurred when the quartermaster vendor is identified. Funding for this change will come from the General Fund.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

International Brotherhood of Police Officers Local #537 has agreed to and is supportive of the amendments to the Agreement.

ALTERNATIVES:

Retain the current Agreement and all terms as approved via ordinance No 10469 on May 8, 2023.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Signed IBPO

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 RELATING TO RETENTION BONUSES, REDUCTIONS OF STEPS WITHIN THE SALARY SCHEDULE FOR THE POLICE PATROL OFFICER CLASSIFICATION, AND IMPLEMENTING A QUARTERMASTER SYSTEM

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 Brotherhood of Police Officers Local 537, 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 directed and 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 24th day of May, 2023, by and between the International Brotherhood of Police Officers Local 537 ("Union") and Pueblo, a municipal corporation ("City").

WHEREAS, City and Union are parties to a collective bargaining agreement effective through December 31, 2024 (herein "Labor Agreement");

WHEREAS, the parties mutually agree to the amendment of the Labor Agreement according to the terms and conditions herein provided.

NOW THEREFOR, in consideration of the foregoing and mutual covenants contained herein, the parties agree as follows:

1. Effective July 1, 2023, the monthly pay rate for each step of the Police Patrol Officer classification shall be as follow:

The current salary schedule will be reduced from ten steps to eight steps. The first two steps of the current salary schedule will be eliminated with entry level hires beginning at the pay rate assigned currently to Step 3 of the salary schedule.

The reduction of steps within the salary schedule will necessitate the movement of existing incumbents into the new salary schedule. However, note that all step assignments will stay the same. Only the salary schedule itself is being adjusted as of July 1, 2023. For instance, if an incumbent is paid at Step 3 in the salary schedule in effect as of January 1, 2023, then he/she will remain at Step 3, but in the revised salary schedule as of July 1, 2023. There are currently no incumbents at either step 9 or 10 of the salary schedule in effect as of January 1, 2023. Police Patrol Officers impacted by this schedule change shall retain their current anniversary dates as they apply to the timing of any subsequent step increases granted.

Salary Schedule Effective January 1, 2023

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE -Police (NON-EXEMPT)
Effective January 1, 2023

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) POLICE										
Police Patrol Officer	4844.82	5340.26	5656.18	6138.04	6328.22	6426.51	6521.62	6619.95	6713.42	6899.79

Salary Schedule Effective July 1, 2023

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE -Police (NON-EXEMPT)
Effective July 1, 2023

CLASS TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
(A) POLICE								
Police Patrol Officer	5656.18	6138.04	6328.22	6426.51	6521.62	6619.95	6713.42	6899.79

Pursuant to Section 8-14(l) of the Charter of the City of Pueblo and upon approval of this Amendment by City Council, the Ordinance establishing the 2023 pay levels is amended consistent with the above Salary Schedule Effective July 1, 2023.

2. Each Police Officer employed by the City on July 1, 2023 and covered by this Agreement shall be paid a retention bonus in the amount Ten Thousand Dollars (\$10,000.00) payable on the same date that such employee would normally receive the July monthly pay ("Retention Bonus"). It is expressly stipulated, acknowledged and agreed that the Retention Bonus is an isolated and unique wage payment based upon the likely loss of Police Officers and substantiated by Union's survey and presentation at the April 24, 2023 City Council Work Session. The Retention Bonus shall have no precedential value with respect to establishing any past practice or future negotiations between the parties.

3. Article 21 of the Labor Agreement is amended to read as follows:

ARTICLE 21. UNIFORM AND MAINTENANCE.

21.1 On and after January 1, 2024, each Police Officer covered by this Agreement shall be credited with Eight Hundred Dollars (\$800.00) annually ("Annual Credit") which will be placed into an account with the Police Department approved vendor for the purchase of uniforms and equipment as may be prescribed by the regulations of the Police Department ("Required Uniforms"). The Annual Credit shall not be provided to any entry level Police Officer who has not successfully completed the Police Training Office Program prior to the first of January of the year of the Annual Credit. The Annual Credit shall not be available until February 1 of the year of the Annual Credit. The Department reserves the right to require officers to purchase a quantity of specific uniform items not to exceed Eight Hundred Dollars (\$800.00), depending on assignment, each year with this money. Repair and replacement of Required Uniforms shall be subject to regulations of the Police Department. Any unused portion of the annual credit shall expire at the end of the year of the Annual Credit.

21.2 On or after July 2, 2023 and as soon as a vendor is selected by City based on current Request for Proposal, each Police Officer covered by this Agreement shall be credited with Four Hundred Dollars (\$400.00) ("2023 Credit") which will be placed into an account with the Police Department approved vendor for the purchase of uniforms and equipment as may be prescribed by the Required Uniforms. Use of funds shall be subject

to the same limitation set forth in above Section 21.1. Any unused portion of the 2023 Credit shall expire December 31, 2023.

21.3 Police Officers hired after July 1, 2023, will have their initial Pueblo Police Academy required uniform items purchased by the City, and prior to graduation, such Officer's duty equipment will be issued at no cost to the employee.

21.4 On and after January 1, 2024, each Police Officer covered by this Agreement shall receive an annual allowance of Four Hundred Fifty Dollars (\$450.00) for drycleaning, minor maintenance, and non-uniform clothing items based on the Police Officer's assignment. In the event such employee leaves the service of the City during the ensuing year, the sum of Thirty Seven Dollars and Fifty Cents (\$37.50) shall be deducted from such employee's final salary payment for each month remaining in that calendar year.

4. This Amendment represents the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions or understandings that the parties may have with respect to same.

5. The person signing this Amendment on behalf of Union represent and warrant that they have the requisite power and authority to enter into, execute, and deliver this Amendment and that this Amendment is a valid and legally binding obligation of Union enforceable against Union in accordance with its terms.

Executed in Pueblo, Colorado as of the date first above written.

CITY OF PUEBLO

LOCAL 537, INTERNATIONAL
BROTHERHOOD OF POLICE
OFFICERS

By: _____
Mayor

By: _____
President

ATTEST:

City Clerk

ATTEST:
_____
Attest



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: 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 2023 CLASSIFICATION AND PAY PLAN BY AMENDING THE PAY SCALE FOR POLICE PATROL OFFICER

SUMMARY:

Attached for consideration is an amended Pay Plan Ordinance reflecting the amendment of the salary schedule for the classification of Police Patrol Officer which would become effective July 1, 2023, if this ordinance is approved.

PREVIOUS COUNCIL ACTION:

On December 27, 2022, Ordinance No.10365 was approved by the City Council. This Ordinance provided the classification and pay plan for fiscal year 2023.

BACKGROUND:

In an effort to attract and retain high quality Police Patrol Officers, the City and International Brotherhood of Police Officers Local #537 have agreed to amend the salary schedule for the rank of Police Patrol Officer.

The salary schedule change accomplishes the removal of the two initial steps of the salary schedule, which will make the entrance salary rate for new hires much more competitive within the labor market.

Furthermore, existing Police Patrol Officers will receive base salary increases commensurate with their step position within the amended scale. Turnover statistics show that the City is losing Police Patrol Officers, most commonly within the first five years of employment. This scale adjustment is designed to serve as a retention incentive for those already employed.

FINANCIAL IMPLICATIONS:

The cost to amend the salary scale for July 1, 2023, through December 31, 2023, is approximately \$ 227,253. Total annualized cost for the changes is estimated to be \$454,507 for current incumbents. If all vacancies are filled, the total cost on an annual basis is estimated to be \$901,471. Funding for this change will come from the General Fund and the Public Safety Sales Tax Fund.

No additional funding is required for 2023 to accomplish this salary amendment as the department can absorb the full cost within the department's existing budget.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

International Brotherhood of Police Officers Local #537 has agreed to and is supportive of this change.

ALTERNATIVES:

Retain the current 2023 Police Patrol Officer salary schedule with no changes.

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 2023 CLASSIFICATION AND PAY PLAN BY AMENDING
THE PAY SCALE FOR POLICE PATROL OFFICER

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 2023 pay scale for the classification of Police Patrol Officer is amended and enacted as follows and shall become effective July 1, 2023:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

A. The monthly pay range for the classification of Police Patrol Officer

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) POLICE										
[Police Patrol Officer	4844.82	5340.26	5656.18	6138.04	6328.22	6426.51	6521.62	6619.95	6713.42	6899.79]
Police Patrol Officer	5656.18	6138.04	6328.22	6426.51	6521.62	6619.95	6713.42	6899.79		

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective July 1, 2023, following 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: June 12, 2023

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 DIRECTING THAT THE NOVEMBER 7, 2023 GENERAL MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE GENERAL MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH

SUMMARY:

This Ordinance directs that the November 7, 2023 General Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

PREVIOUS COUNCIL ACTION:

The City has previously conducted its General Municipal Elections as part of a Coordinated Election with Pueblo County.

BACKGROUND:

Pursuant to §§1-1-111(2) and 1-7-116(1) C.R.S., the City may elect to conduct a coordinated election and contract with the County Clerk and Recorder of the County in which the political subdivision is organized to perform all or part of the required duties in conducting the election. Pursuant to §§1-7-116(1) and (2), C.R.S., and upon such election by City to conduct a coordinated election, the City and County are obligated to enter into an IGA for Election Services. The IGA for Election Services shall be submitted by separate ordinance for approval.

FINANCIAL IMPLICATIONS:

The City shall pay to the County Clerk the City's share of the actual cost of materials and services directly attributable to the City's participation in the Coordinated Election including the preparation and mailing of a TABOR Notice, if necessary. The City's share is estimated to cost between \$90,000 and \$95,000. Funding for the costs associated with conducting this General Municipal Election is allocated in the City Clerk's 2023 Departmental Budget.

BOARD/COMMISSION RECOMMENDATION:

The Board of Elections, at a meeting on May 23, 2023, reviewed this Ordinance Calling for a General Election and adopted an Election Board Resolution Recommending the adoption of this Ordinance by the City Council. The Board of Elections feels that it is in the best interest of the City and its Citizens to participate in the Coordinated Election on November 7, 2023.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. Election Board Resolution 2023-2

ORDINANCE NO.

AN ORDINANCE DIRECTING THAT THE NOVEMBER 7, 2023 GENERAL MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE GENERAL MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH

WHEREAS, Article X, Section 20 of the Colorado constitution and the Uniform Election Code of 1992 permits municipalities to coordinate elections with the State of Colorado and its political subdivisions; and

WHEREAS, a State election and other elections will be held at the same time as the City's General Municipal Election on November 7, 2023, and

WHEREAS, the Uniform Election Code of 1992 applies to any municipal election conducted as part of a Coordinated Election and authorizes a municipality to utilize the requirements and procedures of the Uniform Election Code of 1992 for the conduct of such elections, and

WHEREAS, it would be in the best interests of the City and its citizens to participate in a Coordinated Election on November 7, 2023; NOW, THEREFORE,

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

SECTION 1.

The City's General Municipal Election to be held on November 7, 2023 shall be conducted as part of a Coordinated Election as defined in the Uniform Election Code of 1992.

SECTION 2.

Pursuant to the authority granted by Article XX and Article X, Section 20 of the Colorado Constitution and §§1-1-102 and 31-10-102.7 C.R.S., the requirements and procedures of the Uniform Election Code of 1992 (Articles 1 to 12 including Article 7.5 the Mail Ballot Election Act, of Title 1, C.R.S. but not Article 13 thereof relating to election offenses), except to the extent they conflict with a specific provision of the Charter of the City of Pueblo, are hereby adopted and will be utilized in the conduct of the General Municipal Election to be held as part of a Coordinated Election on November 7, 2023.

SECTION 3.

The City Clerk, the Board of Elections, and all officers and staff of the City are authorized and directed to cooperate with the Pueblo County Clerk and Recorder and to take all action necessary, appropriate or required to effectuate the provisions of this Ordinance and to conduct the General Municipal Election to be held on November 7, 2023 as part of a Coordinated Election, in compliance with the requirements and procedures of the Charter of the City of Pueblo, Article X, Section 20 of the Colorado Constitution, and the Uniform Election Code of 1992.

SECTION 4.

The City Council does hereby adopt the optional registration plan provided for in Section 17-9 of the Charter of the City of Pueblo and hereby determines and declares that voting machines are not available.

SECTION 5.

All public notices that are required to be published with respect to the General Municipal Election shall be published in The Pueblo Chieftain.

SECTION 6.

The Pueblo Election Code and all other Ordinances and Resolutions of the City inconsistent with the Uniform Election Code of 1992 and this Ordinance are hereby superseded, suspended and repealed to the extent only of such inconsistency for and during the conduct of the Coordinated Election to be held November 7, 2023.

SECTION 7.

The City Clerk is hereby designated as the City's Election Official for purposes of the Coordinated Election to be held November 7, 2023. The Director of Finance is hereby designated as the City Council's designee responsible for providing to the City Clerk the fiscal information that must be included in any ballot issue notice for any initiated measure or ballot issue referred to the voters by the City Council at the Coordinated Election to be held November 7, 2023.

SECTION 8.

If any section, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, clause or provision shall not affect any of the remaining sections, clauses or provisions of this Ordinance.

SECTION 9.

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

Action by City Council:

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

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



BOARD OF ELECTIONS

Resolution No. 2023-2

BE IT RESOLVED BY THE BOARD OF ELECTIONS OF PUEBLO, COLORADO that:

The Ordinance directing that the November 7, 2023 General Municipal Election be Conducted as Part of a Coordinated Election, Adopting for Use at the General Municipal Election the Requirements and Procedures of the Uniform Election Code of 1992 except to the extent the Uniform Code of 1992 Conflicts with a specific provision of the Charter of the City of Pueblo, and suspending for such purposes all Ordinances and Resolutions of the City in conflict therewith, was reviewed by the Board of Election.

Upon a motion made by Alvin Rivera and seconded by Marisa Stoller and unanimously adopted, the Board of Elections recommends the Adoption of the Ordinance by the City Council to constitute the election procedures, rules, and regulations, as to the matters set forth in Section 17-7 of the Charter and the Uniform Election Code of 1992.

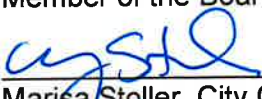
Passed and approved this 23 day of May 2023.

APPROVED:



Alvin Rivera
Member of the Board of Elections

Sharon Sullenberger
Member of the Board of Elections



Marisa Stoller, City Clerk and
Chair of the Board of Elections

ATTEST:



Deputy City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Robert Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 7, 2023 A PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF PUEBLO CHANGING THE FORM OF GOVERNMENT FROM MAYOR-COUNCIL TO COUNCIL-MANAGER AND FIXING THE BALLOT TITLE THEREFOR

SUMMARY:

Attached is a proposed Ordinance requested by Council Member Lori Winner referring to the registered voters of the City a proposed amendment to the City's Charter which would change the form of government from Mayor-Council to Council-Manager.

PREVIOUS COUNCIL ACTION:

At the general election held November 7, 2017, Ordinance No. 9134 enacting the current Mayor-Council form of government was submitted to and was approved by a majority vote of the people.

BACKGROUND:

Under the proposed charter amendment, the City Charter would be amended to revert to the same provisions with respect to Council-Manager form of government as existed prior to enactment of Ordinance No. 9134 with transitional provisions.

FINANCIAL IMPLICATIONS:

The financial implications are unknown but believed to be revenue-neutral. While there would be cost savings relating to the office of Mayor and positions of Assistant Deputy Mayor, there will be new costs relating the positions of City Manager and Assistant City Managers.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Members of the public are the primary stakeholders affected by the proposed Ordinance. The public will have an opportunity to vote on the Council-Manager form of government at the November 7, 2023 general municipal election.

ALTERNATIVES:

If this Ordinance is not approved, the proposed charter amendment would not be submitted to the November 7, 2023 general municipal election other than by initiative and petition.

RECOMMENDATION:

None.

ATTACHMENTS:

1. FINAL ORD - Proposed charter amendment - form of government for 11-7-2023

ORDINANCE NO. _____

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 7, 2023 A PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF PUEBLO CHANGING THE FORM OF GOVERNMENT FROM MAYOR-COUNCIL TO COUNCIL-MANAGER AND FIXING THE BALLOT TITLE THEREFOR

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

SECTION 1.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the general municipal election to be held on November 7, 2023 an amendment to the Charter of the City of Pueblo, as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added)

ARTICLE 1

General Provisions

Section 1-2. **Form of Government** - The Municipal Government provided by this Charter shall be known as the "**Council-Manager** [Mayor-Council] Government," and shall not be changed except [in accordance with the laws of the State of Colorado and provisions of this Charter.] **by Charter Convention upon majority vote of the qualified voters.** Pursuant to its provisions and subject only to limitations imposed by the State Constitution and by this Charter, all [executive] powers of the City shall be vested in an [elected Mayor, and all legislative powers shall be vested in an] elective council.

Section 1-5. **Definitions** - Certain words and phrases, when used herein, are hereby declared to have the following meanings:

- a. "Agency" shall mean any Bureau, Department, Division, or other organizational unit in the executive branch of city government;
- b. "Allotment" shall mean a portion of an appropriation made available for expenditure during a specified period of less than one year;

c. "Appropriation" shall mean an authorization by the Council to expend from public funds a specified maximum sum for a specified purpose and during a specified time;

d. "Area" in the case of councilmen elected by district shall mean the councilmanic district; for councilmen elected at large, it shall mean the City;

e. "Bureau" shall mean an organization of two or more departments headed by one person, responsible directly to the [Mayor] **City Manager**. The heads of departments within the Bureau are directly responsible to the Bureau Head;

f. "Candidate" shall mean any person seeking nomination or election to any city office in Pueblo;

g. "Class" when used in connection with personnel administration, shall mean a definitely recognized kind of employment in the Classified Service comprising positions that are so nearly alike in duties and responsibilities that they can be equitably treated under similar conditions for personnel purposes;

i. "Classified Service" shall mean the aggregate of all positions in municipal service covered by Civil Service;

j. "Department" shall mean one of the major organizational units of the City;

k. "Division" shall mean a primary subdivision of a department headed by one person responsible directly to the Department Director;

l. "Emergency Ordinance" shall mean an ordinance, the passage of which shall be necessary to the preservation or protection of public health, property, or safety;

m. "Employees" shall mean all persons in municipal service who are not officers;

n. "General Law" shall mean the Constitution and the Statutes of the State of Colorado and common law to the extent that common law has been adopted in Colorado;

o. "Officers" shall mean persons in municipal service specifically declared by this Charter to be officers;

p. "Qualified Elector" shall mean a person entitled to vote at a general municipal election, if registered, and if not registered, otherwise eligible to vote; the term is synonymous with qualified voter;

q. "Qualified Taxpaying Electors" shall mean such of the qualified voters as shall in the twelve months immediately preceding the date of election have paid a City property tax on property listed on the county assessment rolls;

r. "Unclassified Service" shall mean the aggregate of all positions in municipal service not covered by Civil Service.

ARTICLE 2

Municipal Officers

Section 2-1. **Designation of Officers** - In accordance with Article XX of the Constitution of the State of Colorado, the legally qualified holders of the following positions in municipal service are hereby declared to be officers, and their monthly salaries are hereby initially fixed in the following amounts until changed by ordinance, but shall not be increased [or decreased] during the current term of [officers] councilmen enacting such ordinance:

[Mayor	\$12,500.00]
President of the City Council	\$125.00
Member of the City Council	\$100.00

Members of Boards or Commissions shall receive such pay, if any, as shall hereafter be set by ordinance.

Section 2-3. **Elective Officers** - The following officers shall be elected by the qualified electors:

[Mayor]
Members of the City Council;
Members of the Civil Service Commission;
Such other officers as provided for in this Charter.

Section 2-4. **Qualification of Elective Officers*** - Each elective officer when elected shall have been a citizen of the United States and shall have resided in the City for at least twelve consecutive months immediately preceding the election, and in the precinct for ten days immediately before filing as a candidate. Councilmen elected by districts shall also be residents and qualified electors of the respective districts from which they are elected. A person who has been convicted of a felony shall not become a candidate for the Council [or Mayor]. No elected official shall hold any other elective public office or be an employee of the City of Pueblo.

Section 2-5. **Appointive Boards and Commissions*** - Unless otherwise required by law, all boards and commissions shall be appointed by the [Mayor, subject to] Council [confirmation], and shall have such powers and perform such duties as are prescribed by the Charter or by ordinance. Members of such boards and commissions shall serve for a period of four years, or until their successors are

appointed. Appointments by the [Mayor] **Council** shall specify the term of office of each individual in order to achieve overlapping of tenure.

All members shall be subject to removal by the appointing authority.

All boards and commissions shall choose their own chairmen and operate in accordance with the rules of procedure as set forth by the appointing authority.

[Notwithstanding the foregoing, the Mayor and Council shall have no jurisdiction or control over the independent Board of Water Works of Pueblo, Colorado and shall act in accordance with section 15.2 of this Charter.]

Section 2-6. **Elected Officers*** - All elected officers shall continue to hold office until their successors are duly elected and qualified. An elective office shall become vacant whenever any officer becomes permanently incapacitated, either physically or mentally, and cannot perform the duties of his office, or if a councilman absents himself from two regular council meetings during any one calendar year without reasonable excuse, as determined by the rules of procedure of the Council. Any officer after final conviction of a felony shall forfeit his office forthwith. If a councilman elected from a district moves from such district during his term of office, his office is automatically declared vacant. In the case of vacancy of a district council member, the Council shall fill the vacancy by appointment of an eligible person from such district. In case of a vacancy of a council member elected at large, the Council shall fill the vacancy by appointment of an eligible person selected from the City at large.

Any vacancy in an elective office, [except for the office of Mayor,] shall be filled by appointment of the Council. Any person appointed to fill a vacancy in an elective office shall have the qualifications required of persons regularly elected and shall hold the office until the next general municipal election when the vacancy shall be filled by election according to law and until his successor is qualified. The term of office of any officer elected to fill a vacancy shall terminate at the expiration of the term during which the vacancy occurred.

[Any vacancy in the office of Mayor shall be filled in accordance with Section 4-11 of this Charter.]

ARTICLE 3

City Council

Section 3-4. **President of the Council** - The President of the Council shall preside over meetings of the Council and have the same right to speak and vote therein as any other member. **He shall be recognized as head of the City Government for all ceremonial purposes. He shall execute and authenticate legal instruments requiring his signature as such an official.** The Vice-President shall become acting president with the same duties as provided for the President in his absence or disability. The President shall in no case have the power of veto.

Section 3-5. **General Powers** - The Council shall have [the power to adopt all ordinances, resolutions or other legislation conducive to the welfare of the people of the City and not inconsistent with this Charter, and the Council shall not perform any executive functions except those functions assigned to the Council by this Charter. The Council shall:] **all legislative powers and functions of municipal government conferred by general law, except as provided in this Charter.**

[a. Have all legislative powers of municipal government conferred by general law, except as provided in this Charter. The Council shall act only by ordinance in matters of legislation or appropriations, or when action by ordinance is otherwise required by this Charter, by ordinance, or by general law; and may act by ordinances or resolutions in other matters. When council expresses opinions, principles, facts, or propositions, it shall be in the form of a resolution;

b. Provide for penalties for violations of its ordinances.] **The Council shall provide for enforcement of its ordinances.** No fines or imprisonments shall exceed the following limits: Fines, one thousand dollars (\$1,000); imprisonment, one (1) year; or a combination of both fine and imprisonment within the designated limits. The amount by which any fine exceeds three hundred dollars (\$300.00) is dedicated to graffiti control and removal and other law enforcement activities as determined by the Council.

[c.] **The Council is [N]not to** be otherwise limited in its punitive or enforcement measures.

[d.] **The Council shall a[A]pprove** compensation for boards, commissions and all employees in the Classified and Unclassified Service.

[e.] **The Council, or a duly authorized committee thereof, may** [Have the discretion to] investigate any agency and the official acts of any officer or employee thereof, and may compel by subpoena attendance and testimony of witnesses and production of books and documents.

[f. Establish and adopt by ordinance or resolution five-year goals and one-year objectives for the City, which goals and objectives shall be reviewed and revised annually by the Council. In doing so, Council shall consult with the Mayor, seek advice from appropriate boards and commissions, and hold one or more public hearings before adopting or revising the goals and objectives of the City.

g. Hire the personnel necessary to enable the Council to adequately perform its duties;

h. Not interfere in executive appointments or removals except for the purpose of confirmation on appointments. The Council and its members shall deal with the administrative service solely through the Mayor and neither the Council no any member thereof shall give orders to any subordinates of the Mayor either publicly or privately. Council shall not interfere in the removal of heads or directors of bureaus, departments, city employees, or Mayor-appointed boards and commissions.

i. Faithfully execute and comply with all laws, ordinances, regulations and resolutions of the City and all laws of the State of Colorado and the United States of America which apply to the City.】

Section 3-9. Power to Make Contracts - The Council may enter into contracts and leases on behalf of the Municipal Government 【by ordinance only】. All written contracts, to which the Municipal Government is a party, shall be approved as to form by the City Attorney.

Nothing shall prevent making of contracts or spending of money for capital improvements to be financed in whole or in part by issuance of bonds, nor making of contracts of lease or for services for a period exceeding the budget year in which such contract is made.

Section 3-10. Independent Audits - The Council shall contract with or employ an independent practicing individual or firm, permitted to practice public accounting under general law and of known standing, to perform an annual general audit of municipal government and such other periodic post audit as the Council may determine. Such audits shall include:

a. Post auditing all financial records and transactions of the Municipal Government at length or by test checks;

b. Verifying general financial statements and existence and amounts of the assets and liabilities of the Municipal Government;

c. Recommending to the City Manager 【Mayor】 the scope, form and content of the financial records to be kept by all agencies in order to permit a proper post audit;

d. Reporting deficiencies to proper officials for administrative, civil or criminal action;

e. A condensed financial statement, including findings and recommendations of the auditors, to be published annually.

Section 3-11. City Clerk - The City Manager 【Mayor】 shall appoint the City Clerk【, subject to Council confirmation】, who shall act as Clerk of the Council. The City Clerk shall give notice of council meetings, keep a journal of its proceedings, authenticate by his signature and record in full in the book kept for the purpose, all

ordinances and resolutions and shall perform such other duties as shall be required by this Charter or by ordinance.

Section 3-14. **Surety Bonds** - The Council shall require the City Manager, the Director of Finance and such other employees transacting financial business of the City to furnish bonds with such surety and in such amounts as the Council may determine.

Section 3-21. **Disposition of Ordinances** - The President of the Council shall sign all ordinances approved by the Council, both on the ordinance itself and in the ordinance record. [The City Clerk shall present all ordinances approved by the Council to the Mayor within forty-eight (48) hours of final passage. If the Mayor approves the ordinance as passed by the Council, he or she shall sign it within five (5) days after receiving it. If the Mayor disapproves, the ordinance shall be returned to the Council within five (5) days after with the Mayor's objections in writing. If then five (5) of the Council members vote to pass the same over the Mayor's veto at the next regular meeting of Council, it shall become an ordinance notwithstanding the objections of the Mayor. If the mayor does not return the ordinance with written objections within the time specified, it shall take effect as if the Mayor had approved it. Ordinances shall be signed by both the Mayor and the President of the Council, or the President of the Council in the case of veto override, both on the ordinance itself and in the ordinance record.] All ordinances of Pueblo shall be indexed by subject by the City Clerk in a book kept for that purpose which shall be a public record.

ARTICLE 4

City Manager

Section 4-1. Appointment - The Council shall appoint a City Manager who shall be the Executive Head of the Municipal Government. The Council shall fix his salary at such amount as it shall approve. He shall be appointed on the basis of administrative and executive qualifications with special reference to his actual experience in and his knowledge of accepted practice in respect to the duties of his office as hereafter set forth. At the time of his appointment the City Manager need not be a resident of the City of Pueblo or State of Colorado, but during his tenure of office he shall reside within the City of Pueblo. No Councilman shall be appointed to the position of City Manager or any position in the Classified or Unclassified Service of the City during the term for which he shall have been elected nor within one year after the expiration of his term.

Section 4-2. Absence of City Manager - To perform his duties during his temporary absence or disability, the City Manager shall designate by letter, filed with the City Clerk, a qualified administrative city employee. In event of failure by the City Manager to make such a designation, the Council may, by resolution, appoint a qualified administrative city employee to perform the duties of the City Manager until he shall return or his disability shall cease.

Section 4-3. Removal of City Manager - The Council shall appoint the City Manager for an indefinite term and may remove him by majority vote of its members. At least thirty (30) days before such removal shall become effective, the Council shall by majority vote of its members, adopt a resolution stating the reasons for his removal. Upon removal of the City Manager, the Council shall in any case cause to be paid him forthwith any unpaid balance of his salary for the current month and his salary for the next calendar month following adoption of the resolution.

Section 4-4. Council Not to Interfere in Appointments or Removals - Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Manager and neither the Council nor any member thereof shall give orders to any subordinates of the City Manager either publicly or privately.

Section 4-5. Powers and Duties - The City Manager Shall:

[Mayor

Section 4-1. Election of Mayor - The Mayor shall meet the qualifications for elective officer on the date of filing of the declaration of candidacy for the office of Mayor. The Mayor shall be elected by the qualified electors of the City.

Section 4-2. Mayor's Term - The term of Mayor, unless sooner recalled or removed, shall begin on the second Tuesday in January of the year following election and shall be for four years or until a successor is duly elected and qualified. After having served two consecutive terms, the incumbent Mayor shall be ineligible to hold office thereafter.

Section 4-3. Powers - The executive branch of the City government is created. The office of Mayor is created. The Mayor shall control and direct the executive branch. The Mayor is authorized to delegate executive and administrative power within the executive branch. The Mayor shall be the chief executive officer with all executive and administrative powers of the City, except as otherwise provided in this Charter. The Mayor is the official head of the City for all ceremonial purposes. The Mayor shall devote full-time and attention to the performance of the duties of office and shall hold no other paid public or private employment.

Section 4-4. Duties of Mayor - The Mayor shall:]

- a. Be responsible for enforcement of the laws and ordinances of the City;
- b. Except as such powers may be specifically otherwise designated herein, have power to appoint, suspend and remove heads or directors of all bureaus, departments, and city employees; suspension or dismissal of the head or director of a bureau or department must be by written statement giving the reasons for such action, a copy of which must be delivered to the person

concerned; all appointments shall be based upon merit and fitness alone, provided however, that in the Classified Service all appointments, suspensions and removals shall be subject to the Civil Service and personnel provisions of the Charter of Pueblo; [the power to appoint heads or directors of all bureaus and departments shall be subject to Council confirmation.

c. Except as herein otherwise provided, exercise supervision and control over all executive and administrative departments and agencies created herein or that may be hereafter created by the Council;

d.]c. Prepare the Budget annually and submit it to the Council and be responsible for its administration after adoption;

[e.]d. Prepare [a written state of the City report annually, which report shall be filed with the City Clerk by the first Tuesday in February and made a part of the permanent records of the City and available to the public. Such report shall be] and submit to the Council as of the end of the fiscal year, a complete report on finances and administrative activities of the City for the preceding year [and the future needs of the City.], and make written or verbal reports to the Council at any time required by it as to any particular matter relating to the affairs of the City within his supervision;

[f.]e. Keep the Council advised of the financial condition and future needs of the City, and make such recommendations to the Council for adoption as he may deem necessary or expedient;

[g.]f. Except as herein otherwise provided, exercise supervision and control over all executive and administrative departments and agencies created herein or that may be hereafter created by the Council;

g. Be responsible for enforcement of all terms and conditions imposed in favor of the City or its inhabitants in any contract or public utility franchise and upon knowledge of any violation thereof, report the same to the Council for such action and proceedings as may be necessary to enforce the same;

[h. Appoint the Deputy Mayor subject to Council confirmation;

i. Appoint the members of city boards and commissions pursuant to Section 2-5;

j. Recommend to the Council such measures and ordinances as he or she may deem necessary or expedient, and to make such other recommendations

to the Council concerning the affairs of the City as the Mayor finds desirable;]

[k.]h. Participate in discussions of the Council in an advisory capacity; [have the right to attend and be heard at any regular, special, open or closed session meeting of the Council, but not the right to vote at such meetings;

l.]i. Perform such other duties as may be prescribed by this Charter[.] **or required of him by the Council not inconsistent with this Charter.**

[m. Faithfully execute and comply with all laws, ordinances, and regulations of the City and all laws of the State of Colorado and the United States of America which apply to the City.

Section 4-5. Deputy Mayor - The Mayor shall designate a member of the cabinet, as the term is defined in Section 4-6 of this Charter, to be the Deputy Mayor. The designation shall be filed with the City Clerk. The designation shall be valid for one (1) year unless a vacancy in the office occurs, in which case the Mayor shall appoint another member of the cabinet to be the Deputy Mayor. The Deputy Mayor shall serve at the pleasure of the Mayor.]

Section 4-6. **Administrative Departments – [Mayor’s Cabinet –]** There shall be the following Departments: Aviation, Finance, Fire, Health, Law, Parks and Recreation, Personnel, Police, Public Works, [and] Purchasing[.], **and such others as may be established by ordinance upon the recommendation of the City Manager.** [The Mayor’s cabinet shall be composed of the directors of the Departments and such other Departments as may be established by ordinance upon the recommendation of the Mayor.]

Section 4-7. **Directors of Departments** - Each Department shall be headed by a Director appointed by [the Mayor.] **and subject to the City Manager.** [Directors shall serve at the pleasure of the Mayor.]

All persons appointed as Directors of Bureaus or Departments shall be selected on the basis of their training, experience, qualifications and fitness for the particular job to be performed. **First [C]**consideration shall be given to persons already employed in the respective department at the time of the appointment. [Appointments shall be subject to Council confirmation.]

Two or more departments may be headed by the same individual; the [Deputy Mayor must] **City Manager may** head one or more departments. Directors of departments may also serve as chiefs of divisions.

Section 4-8. **Departmental Divisions** - The work of each department may be distributed among such divisions thereof as may be established by ordinance upon

recommendation of the [Mayor] **City Manager**, or by regulations issued by the [Mayor] **City Manager**, pending passage of such an ordinance.

Section 4-9. **Assignment of Employees** - The [Mayor] **City Manager** shall have power, whenever the interest of the City requires, to assign any employee of one department to temporary performance of similar duties in another department.

[Section 4-10. **Action on Ordinances** – Upon presentation of all ordinances approved by the Council to the Mayor in accordance with Section 3-21 of this Charter, the Mayor shall:

- a. Sign such ordinance within five (5) days if he or she approves; or
- b. Return such ordinance to the Council within five (5) days if he or she disapproves, with the Mayor's objections in writing.

If then five (5) of the Council members vote to pass the same over the Mayor's veto, it shall become an ordinance notwithstanding the objections of the Mayor. If the Mayor does not return the ordinance with written objections within the time specified, it shall take effect as if the Mayor had approved it.

Section 4-11. **Vacancy in the Office of Mayor – Succession of Acting Mayor** - In the event a vacancy occurs in the office of Mayor, the Deputy Mayor shall resign his or her office and shall become acting Mayor; except that if the Deputy Mayor refuses or is unable to discharge the duties of the office of Mayor, the person shall not resign as a Director; and the office shall be filled by appointment of the Council.

Any person appointed to fill a vacancy in the office of Mayor shall have the qualifications required of persons regularly elected and shall hold the office until the next general municipal election or special run-off election, when the vacancy shall be filled by election according to law and until his or her successor is qualified. The term of office of any person filling the vacancy in the office of Mayor shall terminate at the expiration of the term during which the vacancy occurred.]

ARTICLE 5

Municipal Court

Section 5-1. **Municipal Court*** - There shall be a Municipal Court vested with exclusive original jurisdiction of all causes arising under the Charter and the ordinances of the City of Pueblo. The [Mayor] **Council** shall appoint [subject to Council confirmation], as many Municipal Judges as may be required to conduct the affairs of the Municipal Court. Municipal Judges shall be attorneys admitted to practice law in Colorado. Each Municipal Judge shall be appointed by the [Mayor] **Council** for a term

of two years and may be removed by the [Mayor] **Council** for cause. The [Mayor] **Council** shall designate one Judge to be the presiding Judge, who shall act as Municipal Court Administrator and who shall supervise all Court personnel. The Judges shall receive such compensation as shall be fixed by the Council. In the absence of any Judge, the presiding Judge may designate a reputable attorney to serve in the place of the absent Judge.

Term of Municipal Court and local rules of procedure shall be enacted by the Council upon recommendation of the Municipal Judges.

ARTICLE 6

Department of Law

Section 6-3. **Institution of Suits** - When directed by the [Mayor] **City Manager** in writing or by the Council, the City Attorney shall institute or defend any suit, action, or proceeding on behalf of the Municipal Government or an agency.

Section 6-4. **Notice of Personal Injuries** - Before the Municipal Government shall be liable for damages to a person injured on a street, avenue, alley, sidewalk, public place or way, the person so injured, or someone in his behalf, shall [notify the Municipal government within the time period and manner required by the laws of the State of Colorado.] **within sixty (60) days after receiving the injuries notify the City Manager in writing, stating fully the time, place, circumstances and extent of injuries.**

ARTICLE 7

Finance Administration Part I- Budget

Section 7-2. **Submission of the Budget** - Not later than the first regular meeting of the Council in October of each year, the [Mayor] **City Manager** shall submit to the Council:

- a. An annual or current expense budget, hereafter referred to as the "Budget", which shall be a complete financial plan for the ensuing fiscal year, consisting of the budget proper and the budget message;
- b. A capital budget.

Section 7-3. **Scope of Annual Budget** - The Budget shall contain:

- a. An estimate of all revenue cash receipts anticipated from sources other than the tax levy of the ensuing fiscal year;
- b. An estimate of the General Fund cash surplus at the end of the current fiscal year or of the deficit to be made up by appropriation;

c. The estimated expenditures necessary for operation of the several department, offices and agencies of the City;

d. Debt service requirements for the ensuring fiscal year;

e. An estimate of the sum required to be raised by the tax levy for the ensuring fiscal year, and the rate of levy necessary to produce such sum based on a percentage of collection not exceeding the lowest percentage of current levy collection experienced during the three preceding complete fiscal years;

f. A balanced relation between total estimated expenditures and total anticipated revenue cash receipts, taking into account the estimated General Fund cash surplus or deficit at the end of the current fiscal year.

All estimates shall be in detail showing revenues by sources and expenditures by organizational units, activities, character and object. The Budget shall be so arranged as to show comparative figures for receipts and expenditures for at least two prior years and for the current year and the [Mayor's] **City Manager's** recommendations for the ensuring year. The Budget may provide an additional amount as a reserve to meet and care for expenditures to be made from such fund during the months of January to April in the year following the year for which the Budget and Appropriation Ordinance shall apply.

Section 7-4. **The Budget Message** - The budget message shall contain the recommendations of the [Mayor] **City Manager** concerning the fiscal policy of the City, a description of the important features of the budget plan, an explanation of all major increases or decreases in budget recommendations as compared with prior years, and a summary of the proposed budget showing comparisons similar to those required in the budget proper, itemized by principal sources of revenue and the main items of expenditure.

Section 7-5. **Departmental Estimates** - The Head of each department, office or agency shall submit to the [Mayor] **City Manager**, at such date as the [Mayor] **City Manager** shall determine, estimates of revenue and expenditure for that department, office or agency. Such estimates shall be submitted upon forms furnished by the [Mayor] **City Manager** and shall contain all information which he may require. The form submitted shall include data regarding expenditures of the last fiscal year and estimates of expenditures to be required for the current fiscal year. The [Mayor] **City Manager** shall review the estimates and in preparing the Budget may revise them as he [or she] may deem advisable.

Section 7-8. **Budget - A Public Record** - The Budget shall be a public record in the office of the City Clerk and shall be open to public inspection, and sufficient copies shall be made available for the use of the Council and the public, the number of copies to

be determined by the [Mayor] **City Manager**.

Section 7-12. **Work Program and Allotments** - After the annual appropriation has been adopted and before the beginning of the fiscal year the head of each department, office or agency shall submit to the [Mayor] **City Manager** in such form as he shall prescribe, a work program which shall show the requested allotments of the appropriations for such department, office or agency for the entire fiscal year by monthly or quarterly periods as the [Mayor] **City Manager** may direct. Before the beginning of the fiscal year the [Mayor] **City Manager** shall approve with such amendments as he shall determine, the allotments for each such department, office or agency, and shall file the same with the Director of Finance, who shall not authorize any expenditure to be made from any appropriation except on the basis of approved allotments. The aggregate of such allotments shall not exceed the total appropriation available to said department, office or agency for the fiscal year. An approved allotment may be revised during the fiscal year in the same manner as the original allotment was made. If at any time during the fiscal year the [Mayor] **City Manager** shall ascertain that the revenue cash receipts for the year, plus General Fund cash surplus from the preceding year, will be less than the local appropriations, he [or she] shall reconsider the work programs and allotments of the several departments, offices and agencies, and revise the allotments so as to forestall the incurring of a deficit.

Section 7-13. **Transfers of Appropriations** - The [Mayor] **City Manager** may at any time transfer any unencumbered appropriation balance or portion thereof from one classification of expenditure to another within the same department, office or agency. At the request of the [Mayor] **City Manager** the Council may by resolution transfer any unencumbered appropriation balance or portion thereof from one department, office or agency to another.

Section 7-14. **Additional Appropriations** - Appropriations in addition to those contained in the Budget shall be made only on the recommendation of the [Mayor] **City Manager** and only if the Director of Finance certifies that there is available a cash surplus sufficient to meet such appropriations, provided that this limitation shall not apply to meeting a public emergency threatening the lives, health, or property of citizens; provided that such an emergency appropriation shall require a majority vote of the Council membership [and the concurrence of the Mayor].

Section 7-16. **Capital Budget** - As a part of the budget message or as a separate report attached thereto the [Mayor] **City Manager** shall present a program, previously considered by the Planning and Zoning Commission as provided in this Charter, or proposed capital projects for the ensuing fiscal year and for four (4) fiscal years thereafter. Estimates of the cost of such projects shall be submitted by each department, office or agency annually in the same manner as estimates of other budgetary requirements are prepared for the [Mayor] **City Manager**. The [Mayor] **City Manager** shall recommend to the Council those projects to be undertaken during the ensuing fiscal year and the method of financing the same. The Council may levy annually a tax of not more than two (2) mills to be assessed upon the valuation within the City at the same time

as the regular annual taxes for city expenses, for the benefit of a fund to be known as the "Capital Improvement Fund" established for the purpose of paying the cost of capital improvements for which the City is authorized by this Charter to issue bonds and for no other purpose. The proceeds of such levy shall be kept by the Director of Finance in a special account until invested as authorized by the Council subject to existing laws. The Council shall have power to transfer from time to time to the Capital Improvement Fund any portion of the General Fund surplus not otherwise appropriated. Appropriations for construction or other permanent improvements, from the Capital Improvement Fund shall not lapse until the purpose for which the appropriation was made shall have been accomplished or abandoned, provided any project shall be deemed to have been abandoned if three (3) fiscal years elapse without expenditure from the encumbrance of the appropriation therefor. Any unappropriated balance in the Capital Improvement Fund may be transferred by the Council for payment of outstanding bonded indebtedness of the City. [Provisions of this Section shall be subject to, and carried out in accordance with, the Constitution and the laws of the State of Colorado.]

Part II - Department of Finance

Section 7-18. **Director of Finance - Powers and Duties** - The Director of Finance, under jurisdiction of the [Mayor] City Manager, shall have charge of administration of the financial affairs of the City and to that end he shall have authority and shall be required to:

- a. Compile the current expense estimates for the Budget of the City;
- b. Compile the capital estimates for the Annual Budget in compliance with recommendations of the Planning and Zoning Commission;
- c. Supervise and be responsible for disbursement of all monies to ensure that budget appropriations are not exceeded, or payments illegally made;
- d. Maintain a general accounting system for the City Government and each of its offices, departments and agencies; keep books for and exercise financial budgetary control over each office, department and agency; keep separate accounts for items of appropriation contained in the City Budget, each of which accounts shall show the amount of the appropriation, the amounts paid therefrom, the unpaid obligations against it and the unencumbered balance; require reports of receipts and disbursements from each receiving and spending agency of City Government to be made daily or at such intervals as he may deem expedient;
- e. Submit monthly to the [Mayor and] Council a statement of all accounts and funds, including trust and custodial funds, showing receipts and disbursements in sufficient detail to show the exact financial condition of the City, and release same for public information;

f. Prepare, as of the end of each fiscal year, a complete financial statement and report;

g. Prepare tax maps and give such notice of taxes and special assessments as may be required by law;

h. Receive from the County Treasurer all funds due the City from taxes, special assessments, and other items which are collected for the City by the County Treasurer. To collect such other taxes, special assessments, license fees and other revenues of the City or for whose collection the City is responsible and receive all money receivable by the City from the state or federal government, or from any court, or from any office, department or agency of the City, or any other agency or office which is not now in existence but which may in the future be created or provided for;

i. Have custody of all public funds belonging to or under the control of the City, or any office, department or agency of the City Government, and deposit or invest all funds coming into his hands as shall be designated by resolution of the Council, subject to the requirements of law as to surety and payment of interest on deposits or investments. All interest shall be the property of the City and shall be accounted for and credited to the proper account;

j. Have custody of all investments and invested funds of the City Government, or in possession of such government in a fiduciary capacity, and have the safekeeping of all bonds and notes of the City and the receipt and delivery of city bonds and notes for transfer, registration or exchange;

k. Unless he shall certify that there is a balance of appropriation for proposed expenditure and available funds, no expenditure shall be made.

Section 7-19. **Accounting - Supervision and Control** - The Director of Finance shall have power and shall be required, under jurisdiction of the **[Mayor] City Manager** to:

a. Prescribe the forms of receipts, bills, vouchers or claims to be used by all offices, departments and agencies of the City Government;

b. Examine all contracts, orders and other documents by which the City Government incurs financial obligations, having previously ascertained that monies have been appropriated and allotted and will be available when the obligation shall become due and payable; and audit and approve before payment all bills, invoices, payrolls and other evidence of claims, demands or charges against the City Government and with the advice of the City Attorney determine the regularity, legality and correctness of such claims, demands or charges.

Part IV - Purchases

Section 7-28. **Purchases** - There shall be established a Department of Purchases and Supplies, the Director of which shall be the City Purchasing Agent, under

jurisdiction of the [Mayor] **City Manager**.

Pursuant to rules and regulations established by ordinance, the Purchasing Agent shall contract for and purchase all supplies, materials, equipment and contractual services required by any department, office or agency of the City Government. He shall have the following powers and duties:

a. To establish and enforce with approval of the [Mayor] **City Manager** and after consultation with the directors of the departments concerned, standard specifications for all supplies, materials and equipment required by the City Government;

b. To prescribe the time of making requisitions for such supplies, materials and equipment, and the future period which said requisitions are to cover;

c. To inspect, or cause to be inspected, all deliveries of such supplies, materials and equipment, and to cause tests to be made when necessary in order to determine their quality and conformance with specifications;

d. To supervise and control such central storerooms as the Council may provide by ordinance to serve the several departments, offices or agencies;

e. To supervise transfer of materials, supplies and equipment between departments or agencies, as needed, after consultation with the department or agency heads concerned;

f. To sell those surplus articles no longer of use to the Municipality before their value is lost through obsolescence, deterioration or spoilage, and to sell all scrap metals, materials or equipment. At each sale a number of prospective buyers shall be asked to quote prices by sealed bids and such articles shall be sold to the highest bidder, or the Purchasing Agent may reject all bids;

g. To create and maintain a record of non-expendable property owned by the City of Pueblo. The Equipment-Owned Record is to cover only those items of movable equipment having the following characteristics:

(1) Having a unit cost in excess of \$50.00, and such other items as the Purchasing Agent may prescribe;

(2) Shall include only those items of equipment not carried as a regular stock item in the city storerooms;

h. To mark, or cause to be marked, with identification or number, all equipment owned by the City of Pueblo.

i. To purchase at the expense of the City, Surety Bonds for all officers and employees of the City required by law or ordinance to furnish such bonds to the City, and insurance of such types against liability, loss or damage on the part of the City or its property as the Council, upon recommendation of the **[Mayor] City Manager**, may authorize, and be responsible for collection of insurance benefits and other matters relating to the administration of the City's insurance.

Section 7-32. **Contracts for City Improvement** - Any city improvements except those performed directly by a city department or in special or local improvement districts shall be contracted for as follows: The Purchasing Agent shall, on the basis of specifications prepared by the Department of Public Works and approved by the Director of the department concerned and the **[Mayor] City Manager**, advertise for and receive bids for any public work or improvement and shall open and tabulate same and present the results to a Committee of Awards consisting of the **[Mayor] City Manager**, the Director of Public Works and the Head of the department, division or agency concerned. The Committee of Awards shall have the following alternatives:

- a. Accept the lowest and best bid and recommend to the Council that it authorize the work or improvement to be performed. (See Section 7-29);
- b. Reject all bids and order the Purchasing Agent to readvertise for bids;
- c. Abandon the project.

ARTICLE 8

Personnel Administration

Section 8-2. **Director - Duties** - The Director of Personnel and the Civil Service Commission shall have authority and be required to prepare and recommend to the City Council, through the **[Mayor] City Manager**, such rules as may be considered necessary, appropriate, or desirable to carry out the provision of this Article and perform such other duties as may be required by this Charter, by ordinance, or by the **[Mayor] City Manager**.

Section 8-5. **Unclassified and Classified Service** - Employment in the City shall be divided into Unclassified and Classified service.

- a. The Unclassified Service shall comprise and consist of the following offices:
 - (1) Members of the City Council and other elective officers, and persons appointed to fill vacancies in elective offices;
 - (2) The City Clerk;

(3) The **[Mayor, Deputy Mayor, and Assistant Deputy Mayors if any;]**
City Manager, and Assistant Managers if any;

(4) The Directors and Heads of Bureaus and Departments;

(5) One Private Secretary to the **[Mayor]** **City Manager;**

(6) Members of Boards and Commissions in the Municipal Service except those specifically provided for in other sections of the Charter;

(7) Persons employed to make or conduct a special inquiry, investigation, examination, or installation, if the Council or the **[Mayor]** **City Manager** certifies that such employment is temporary, and that the work should not be performed by employees in the Classified Service.

(8) Municipal Judges;

(9) City Attorneys;

(10) The Post-Auditor appointed by Council;

(11) Persons performing service to the City without compensation from the City;

(12) Police Surgeon;

(13) Part-time Employees. (a part-time employee is defined as follows: No such person shall work more than the equivalent of eight months in any year in such temporary, part-time, incidental or emergency status.)

b. The Classified Service shall comprise all positions not specifically included by this section in the Unclassified Service, and shall be subject to Civil Service.

Section 8-8. **Pay Schedule*** - There shall be prepared and maintained by the Director of Personnel a Uniform Schedule of Pay in the Classified Services, which shall be approved by the **[Mayor]** **City Manager**. The **[Mayor]** **City Manager** shall then submit the Pay Schedule to the City Council and such schedule shall take effect when approved by the City Council, except that, the Pay Schedule for employees in the Classified Service who are represented by a sole and exclusive collective bargaining agent shall be determined in accord with Section 8-14 of this Charter. The adoption of a Pay Schedule, including provisions relating to wages and hours and classification of positions in the Classified Service, and all details relating thereto is hereby

specifically declared to be an Administrative Act or function of the [Mayor and] City Council and shall not be subject to the initiative and referendum provisions of the Charter, except as is otherwise provided in Section 8-14.

Section 8-11. **Establishment of Retirement Plans** - The Director of Personnel may cause to have prepared a retirement and disability plan or plans. Retirement funds may be administered by the Department of Finance. The Directors of Personnel and of Finance shall collaborate in continuous study of pension benefits and costs and shall provide for actuarial studies of costs of such plans. They shall report their findings and recommendations to the [Mayor] City Manager, the Council, and the public. No benefit plan shall be established or shall any increases in existing plans be provided except pursuant to such studies and recommendations. Any benefit plan shall be established on a jointly contributory basis with the employees and the City sharing the cost.

ARTICLE 9

Department of Fire

Section 9-1. **Department Created** - There is hereby created a Department of Fire, the Director of which shall be the Fire Chief. Personnel in the Department shall include Assistant Fire Chiefs, Captains, Engineers, Operators, and other employees of such rank and grade as the [Mayor] City Manager and Council may deem necessary for public safety, provided such employees shall be subject to provisions of Sections 8-7 and 8-10.

Section 9-3. **Fire Chief*** - The Fire Chief shall be in direct command of the Department of Fire. He shall assign all members of the Department to their respective posts, shifts, details and duties. He shall make rules and regulations with the approval of the [Mayor] City Manager and in conformity with the ordinances and resolutions of the City, concerning the operation of the Department and the conduct of all employees thereof. He shall be responsible for the efficiency, discipline, and good conduct of the Department and for the care and custody of all property used by the Department. The Chief shall, subject to approval of the [Mayor] City Manager and Council, have further power to make regulations with force of law, implementing and giving effect to the laws and ordinances and resolutions relating to fire prevention and fire safety.

ARTICLE 10

Department of Police

Section 10-1. **Department Created** - There is hereby created a Department of Police, the Director of which shall be the Chief of Police. Personnel in the Department shall include Captains, Detective Sergeants, Patrolmen, Matrons, and other employees of such rank and grade as the [Mayor] City Manager and Council may deem necessary for public safety, provided such employees shall be subject to provisions of Sections 8-7 and 8-10.

Section 10-2. **Functions of Department** - The Department of Police shall be responsible for the preservation of public peace, prevention of crime, apprehension of criminals, protection of the rights of persons and property and the enforcement of the laws of the State, and the ordinances of the City as provided by this Charter and all rules and regulations made in accordance therewith, and such other functions as the **[Mayor] City Manager** and Council may prescribe for public safety. All members of the Department shall have all powers with respect to the service of criminal process and the enforcement of criminal laws as are vested in police officers by the general statutes.

Section 10-3. **Chief of Police** - The Chief of Police shall be in direct command of the Department of Police. He shall assign all members of the Department to their respective posts, shifts, details and duties. He shall make rules and regulations with approval of the **[Mayor] City Manager** and in conformity with the ordinances and resolutions of the City, concerning the operation of the Department and conduct of all employees thereof. He shall be responsible for the efficiency, discipline and good conduct of the Department and for the care and custody of all property used by the Department.

ARTICLE 12

Public Works

Section 12-5. **Powers and Duties** - The City Planning and Zoning Commission shall have authority to prepare and submit to the Council for its approval a master plan for the physical development of the City, including the general location, character and extent of streets, bridges, parks, waterways and other public ways, grounds and spaces, together with the general location of public buildings and other public property, public utilities, and the extent and location of any public housing or slum clearance projects. The Commission shall recommend such modifications of said plan, from time to time, as it deems in the City's interest. All plats of proposed subdivisions presented to the Council for approval shall be submitted to the City Planning and Zoning Commission, which shall make recommendations to the Council with respect thereto. The Commission shall submit annually to the **[Mayor] City Manager**, not less than ninety days prior to the beginning of the budget year, a list of recommended capital improvements which in the opinion of the Commission are necessary or desirable to be constructed during the forthcoming six-year period. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year.

The City Planning and Zoning Commission shall exercise such authority as vested in it by the State Zoning enabling acts. It shall prepare and recommend to the Council a comprehensive zoning ordinance, or propose amendments or revisions thereto, with such provisions as the Commission shall deem necessary or desirable for the promotion of the health, safety, morals and general welfare of the inhabitants of the City. Such provisions may include districts, regulations as to the location, width, height and bulk of buildings

and other structures, the size of yards, courts and other open spaces surrounding buildings and structures; the use of buildings, structures and land. The Commission shall hear applications for amendments, modifications or revisions of zoning ordinances, and shall forward such applications to the Council with its recommendations thereon. The recommendations of the Commission shall not be binding on the Council, which may approve or disapprove the Commission's findings; however, no general city plan, nor zoning ordinance, nor any modification, amendment or revision thereof, shall be considered by the Council unless the same shall have been first submitted to the Commission for its examination and recommendation.

ARTICLE 13

Department of Parks and Recreation

Section 13-3. **Powers and Duties** - The Director of Parks and Recreation shall be responsible for the efficiency, discipline, and good conduct of the Department and for the care and custody of all property of the City entrusted to the Department. He shall be responsible for the performance of all functions of the Department.

The construction and reconstruction of all parks, playgrounds, and recreation facilities shall be vested in the Department of Public Works. The specific determination of the functions relating to such construction and reconstruction the Department of Public Works shall be made by the **[Mayor]** **City Manager**.

Section 13-4. **Rules and Regulations** - On recommendation of the Director of Parks and Recreation to the **[Mayor]** **City Manager**, the Council shall have power by ordinance to adopt all needful rules and regulations relating to properties and related facilities under supervision of the Parks and Recreation Department, whether inside or outside the City, and for the preservation of order, safety and decency therein. For the purpose of enforcing such rules and regulations, all such properties shall be under the police jurisdiction of the City. Any member of the police force of the City, or park employee appointed as a special policeman, shall have power to arrest without warrant on all such properties any person who has violated any such rule or regulation or committed an offense therein.

ARTICLE 14

Department of Aviation

Section 14-1. **Department Created** - There is hereby created a Department of Aviation, the head of which shall be the Director. The Department shall be responsible for such functions as shall be determined by **[ordinance]** **resolution** of the City Council.

ARTICLE 17

Elections

Section 17-2. **Municipal Elections*** - A general municipal election shall be held on the first Tuesday in November of **[each odd number year, except that the first [Mayor]al**

election shall be held as provided in Section 20-3.] **2007, and on the first Tuesday in November of every second year thereafter.** Special municipal elections shall be held in accord with the provisions of this Charter.

[To be elected Mayor, a qualified candidate shall have received a majority of the votes cast for such office. If no candidate receives a majority of the votes cast, a special run-off election shall be held on the first Tuesday in the month following. If a run-off election is required, the two (2) persons with the highest number of votes cast for the office shall appear on the ballot as candidates. Notwithstanding, the Council, by ordinance, may designate an alternative method of run-off election.]

ARTICLE 20

Transitional Provisions

Section 20-1. Purpose- The purpose of this Article is to provide transitional provisions related to the 2023 Charter Amendment changing the form of government from Mayor-Council to Council-Manager (the “2023 Charter Amendment”).

Section 20-2. Effective Date- The 2023 Charter Amendment shall take effect upon the date the election is certified in accordance with law.

Section 20-3. Appointment of Interim City Manager - Council will immediately and not later than seven (7) days after the Effective Date appoint an interim City Manager. The interim position shall be a current city employee capable of completing duties until the permanent appointment is made in accordance with this Charter.

Section 20-4. Status of Employees and Officers - The status of employees and officers not specifically affected by the 2023 Charter Amendment shall remain unchanged and, liabilities including any benefits payable to employees and officers, shall remain a liability to the City.

Section 20-5. Ordinances – All Rules, Regulations, Legislative Procedures, Resolutions, Ordinances and related matters implementing the prior Mayor-Council form of government shall be construed consistent with the 2023 Charter Amendment and to the extent in conflict with the 2023 Charter Amendment are superseded. Council shall within ninety (90) days of the Effective Date complete its review and approve all changes necessary to address such provisions.

Section 20-6. Retirement Plans – The 2023 Charter Amendment shall not affect any contractual relationships existing on the Effective Date between the City and any officers or employees by reason of any retirement plans in effect.

Section 20-7. Outstanding and Authorized Bonds - The 2023 Charter Amendment shall not affect municipal bonds outstanding on the Effective Date. Bonds authorized at an election held prior to the Effective Date may be issued in accordance with the provisions of this Charter and when so issued shall be the lawful and binding obligations of the City in accordance with their import.

Section 20-8. Continuation of Contracts and Improvements - All Contracts entered into by City or for its benefit prior to the Effective Date shall continue in full force and effect; provided, however, the authorized power of the Mayor in any such contract shall now be exercised by the City Manager. City improvements for which legislative steps have been taken under laws existing prior to the Effective Date shall be completed, as nearly as practicable, under the provisions of such law.

Section 20-9. Pending Suits - The 2023 Charter Amendment shall not affect any suit pending in any court or any document heretofore executed in connection therewith.

Section 20-10. Severability Clause - The words, phrases, sentences, paragraphs, sections, and articles of this the 2023 Charter Amendment shall be considered to be severable, so that if any word, phrase, sentence, paragraph, section, or article, or its application to any person or circumstance, is superseded by state law or held invalid, the remainder of the particular phrase, sentence, paragraph, section, or article, or the application thereof to other persons or circumstances, shall not be deemed affected.

[Section 20-1. Status of Transitional Provisions - The purpose of this Article is to provide for an orderly transition from the Council-Manager government to a Mayor-Council government under provisions of this Charter Amendment. Such Article shall constitute a part of this Charter only to the extent and for the time required to accomplish that end.

Section 20-2. Reorganization Period - The period from the passage of this Charter Amendment to the first Mayor taking office shall be known as the reorganization period. During the reorganization period all officers and employees shall proceed with due diligence to effectuate the provisions of this Charter Amendment. The Council, upon recommendations of the City Manager and in accordance with Article 7, shall adopt a budget and appropriations ordinance for the year 2019 that effectuates the orderly transition. The Council and the City Manager shall, in cooperation with the Mayor-elect, designate the succession of organization units, employees, and allocate equipment and space.

Section 20-3. **First Election Under Charter Amendment** - The first Mayor to take office in accordance with this Charter Amendment shall be elected at a municipal election to be held on November 6, 2018 for a term expiring on the second Tuesday in January 2024. Thereafter, the Mayor's term and election shall be in accordance with Article 17 and Section 4-2.

Section 20-4. **Present City Manager to Continue in Office** - The City Manager in office at the time of the adoption of this Charter shall continue at the same rate of pay to serve and carry out the functions, power, and duties of the office until the first Mayor elected under this Charter Amendment takes office.

Section 20-5. **Status of Employees and Officers** - The status of employees and officers not specifically affected by this Charter Amendment shall remain unchanged. Accrued liabilities prior to the first Mayor taking office, including any benefits payable to employees and officers, shall remain a liability to the Municipal Government as if the Council-Manager form of government remained.

Section 20-6. **Retirement Plans** - This Charter Amendment shall not affect any contractual relationships existing on the effective date of this Charter Amendment between the Municipal Government and any officers or employees by reason of any

Section 20-7. **Local Improvements** - Local Improvements not completed on the effective date of this Charter Amendment shall be governed by prior existing provisions of this Charter.

Section 20-8. **Outstanding and Authorized Bonds** - The provisions of this Charter Amendment shall not affect municipal bonds outstanding on the effective date of this Charter Amendment. Bonds authorized at an election held prior to the effective date of this Charter may be issued in accordance with the provisions of this Charter and when so issued shall be the lawful and binding obligations of the municipal government in accordance with their import.

Section 20-9. **Saving Clause** - This Charter Amendment shall not affect any suit pending in any court or any document heretofore executed in connection therewith. Nothing in this Charter Amendment shall invalidate any existing contracts between the municipal government and individuals, corporations, or public agencies.

Section 20-10. **Severability Clause** - The words, phrases, sentences, paragraphs, sections, and articles of this Charter Amendment shall be considered to be severable, so that if any word, phrase, sentence, paragraph, section, or article, or its application to any person or circumstance, is superseded by state law or held invalid, the remainder of the particular phrase, sentence, paragraph, section, or article, or the application thereof to other persons or circumstances, shall not be deemed affected.]

SECTION 2.

This ballot title (submission clause and title) for the proposed Charter Amendment set forth in Section 1 hereof is hereby fixed and adopted as follows:

BALLOT QUESTION NO. 2A - CHARTER AMENDMENT

(Change Form of Government to Council-Manager)

SHALL THE CHARTER OF THE CITY OF PUEBLO BE AMENDED TO CHANGE THE FORM OF GOVERNMENT FROM A MAYOR-COUNCIL GOVERNMENT TO A COUNCIL-MANAGER GOVERNMENT BY REVERTING TO THE PROVISIONS OF THE CHARTER THAT EXISTED PRIOR TO THE CURRENT MAYOR-COUNCIL FORM OF GOVERNMENT, ESTABLISHING THE EFFECTIVE DATE TO BE THE DATE THE ELECTION IS CERTIFIED IN ACCORDANCE WITH LAW AND PROVIDING FOR TRANSITIONAL PROVISIONS WITH RESPECT TO SAME

_____ YES
_____ NO

SECTION 3.

The City Council does hereby find, determine and declare that the ballot title set forth in Section 2 hereof fairly expresses the true meaning and intent of the referred Charter amendment.

SECTION 4.

The officials of the City are authorized and directed to take all actions necessary, appropriate or required to implement the provisions of this Ordinance. The City Clerk is directed to publish notice of election of the proposed Charter Amendment in conformity with the provision of C.R.S. 1-7.5-101 *et seq.* and C.R.S. 31-2-210(4) and to certify the Ballot Title to the Pueblo County Clerk and Recorder by no later than sixty days before the November 7, 2017 coordinated election, as provided by C.R.S. 1-5-203(3) and C.R.S. 31-2-210 (3.5).

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



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 12, 2023

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 2023 GENERAL FUND BUDGET TO THE SANGRE DE CRISTO ARTS & CONFERENCE CENTER IN THE AMOUNT OF \$1,500 TO SPONSOR A TABLE AT THE ANNIVERSARY GALA ON FRIDAY, JUNE 2, 2023 AT 6 PM AT THE SANGRE DE CRISTO ARTS & CONFERENCE CENTER

SUMMARY:

Attached for consideration is a request for support of the Sangre de Cristo Arts Center in the amount of \$1,500 to sponsor the 51st Anniversary Gala on June 2, 2023.

PREVIOUS COUNCIL ACTION:

City Council sponsored the Arts Center Gala for \$1,200 in 2020 2019, and 2017.

BACKGROUND:

This special evening marks a celebration of inspiration, education, and creativity as a key component in Pueblo's cultural and economic vitality. Bring your family, invite your friends, call your neighbors... It will be a grand ol' time!

One-of-a-kind, educational, inspirational, and inclusive...the Sangre de Cristo Arts & Conference Center is southern Colorado's premier arts destination. Since its beginning in 1972 the Arts Center serves 17 counties surrounding Pueblo, Colorado. With five exhibit galleries, an award-winning children's museum, a school of dance, a school of arts, and ample space for meetings, performances, and events - the Arts Center truly has something for everyone! The Sangre de Cristo Arts Center and Buell Children's Museum are accredited by the American Alliance of Museums.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,200 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Sangre de Cristo Arts & Conference Center.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Vicente Martinez Ortega.

ATTACHMENTS:

1. Arts Center Sponsorship Request 2023
2. 2023 Contingencies (Council) Sangre de Cristo Arts Center Gala

RESOLUTION NO. 15275

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE SANGRE DE CRISTO ARTS & CONFERENCE CENTER IN THE AMOUNT OF \$1,500 TO SPONSOR A TABLE AT THE ANNIVERSARY GALA ON FRIDAY, JUNE 2, 2023 AT 6 PM AT THE SANGRE DE CRISTO ARTS & CONFERENCE CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,500 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Sangre de Cristo Arts & Conference Center to sponsor the Anniversary Gala event at the Sangre de Cristo Arts & Conference Center on Friday, June 2, 2023.

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.

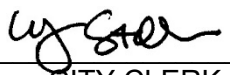
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: June 12, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



REGISTRATION FORM

Please print all names legibly as they should appear in publications.

SPONSOR CONTACT:

Business Name: _____

Donor's Name: _____

(How you wish it to appear in printed materials)

Contact Person: _____

Phone: _____ Fax: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address(es): _____

Administrative Contact: _____

Phone: _____ Email: _____

Mail invitations and tickets to: _____

Company logo for donors \$6000+, to provide camera ready art logo (hi-res PDF, EPS, AI file).

use of company logo & colors for logo cannot be guaranteed on all materials.

☐ File sent to yan@sdca-arts.org

☐ Logo on disk enclosed

☐ Other

☐ NO SOCIAL MEDIA PLEASE



TYPE OF SUPPORT

Sponsorship Level: ☐ Mambo \$6,000 ☐ Tango \$1,500

☐ Rumba \$3,000 ☐ Cha-Cha \$500

Amount: \$ _____

\$1,500 Table of 10 People: _____

General Admission (Number of tickets) : _____

@\$150/ per person total: \$ _____

*Donation Only: _____

*No ticket or sponsorship desired

TOTAL AMOUNT TO BE BILLED: \$ _____

Special instructions/comments: _____

Please contact the following individuals/companies for possible sponsorship or in-kind support:

BILLING INFORMATION

Payments must be received to be listed in printed materials

☐ Check - Enclosed is my check for \$ _____

(made payable to the Sangre de Cristo Arts Center)

☐ Credit Card (Visa or MasterCard only)

Name and Billing address: _____

Account #: _____ CVV Code: _____

Zip Code: _____ Exp. Date: ____/____/____

Donor's Signature: _____ Date: _____

**DEADLINE FOR INVITATION & PRINT IS:
MONDAY, APRIL 10, 2023!**

SIGN & MAIL, EMAIL OR FAX ORIGINAL FORM TO:

Attn: Michael Willard
Sangre de Cristo Arts Center
210 N. Santa Fe Ave.
Pueblo, CO 81003

Email: michael@sdca-arts.org
Fax: 719.295.7230

Tax I.D.# 84-0624551
a portion of donations are tax deductible. Please check with your tax advisor



51ST ANNIVERSARY GALA



HERE'S TO THE NEXT 50 YEARS!

You are cordially invited by the Sangre de Cristo Board of Trustees to the 51st Anniversary GALA on Friday, June 2nd, 2023. Our special evening marks a celebration of inspiration, education, and creativity as a key component in Pueblo's cultural and economic vitality. Bring your family, invite your friends, call your neighbors... It will be a grand ol' time!

SANGRE de CRISTO
ARTS and CONFERENCE CENTER



**210 NORTH SANTA FE AVE.
PUEBLO, CO 81003
SDC-ARTS.ORG/GALA**

51ST ANNIVERSARY GALA

HAVANA NIGHT

SALUD A LOS PROXIMÓS 50 AÑOS!

SPONSOR LEVELS

MAMBO

One table of ten (10 tickets)
VIP table location
Favors for all table guests

RECOGNITION:

Program	Stage
Slideshow	Signage
Press Release	Social Media
Invitation	

\$6,000

RUMBA

Four tickets

RECOGNITION:

Program	Signage
Slideshow	Social Media
Invitation	

\$3,000

TANGO

Two tickets

RECOGNITION:

Program	Signage
Slideshow	Invitation

\$1,500

CHA-CHA

RECOGNITION:

Program	Signage
Slideshow	

\$500





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 12, 2023

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 2023 GENERAL FUND BUDGET TO COLORADO STATE FAIR FIESTA COMMITTEE IN THE AMOUNT OF \$300 TO SPONSOR THE NOCHE DE FIESTA ON SATURDAY, JULY 29, 2023 AT 5 PM AT THE PUEBLO CONVENTION CENTER

SUMMARY:

Attached for consideration is a request for support of the Colorado State Fair Fiesta Committee in the amount of \$300 to sponsor a table at Noche de Fiestay on Saturday, July 29, 2023 at 5 pm at the Pueblo Convention Center.

PREVIOUS COUNCIL ACTION:

City Council has supported the Colorado State Fair Fiesta Committee's other programs in 2014 and 2019.

BACKGROUND:

Council Member Dennis Flores is requesting \$200 to sponsor a table at the Colorado State Fair Fiesta Committee's Noche de Fiesta event. The Colorado State Fair Fiesta Committee organizes the traditional Fiesta Day and Fiesta Queen Scholarship Pageant each year.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$300 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to the Colorado State Fair Fiesta Committee.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Dennis Flores.

ATTACHMENTS:

1. Noche de Fiesta Flyer
2. Fiesta Pageant Invoice 2023
3. 2023 Contingencies (Council) Colorado State Fair Fiesta Committee

RESOLUTION NO. 15276

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO COLORADO STATE FAIR FIESTA COMMITTEE IN THE AMOUNT OF \$300 TO SPONSOR THE NOCHE DE FIESTA ON SATURDAY, JULY 29, 2023 AT 5 PM AT THE PUEBLO CONVENTION CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$300 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to the Colorado State Fair Fiesta Committee to sponsor a table at the Noche de Fiesta event at Pueblo Convention Center on Saturday, July 29, 2023 at 5 pm.

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.

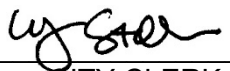
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: June 12, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

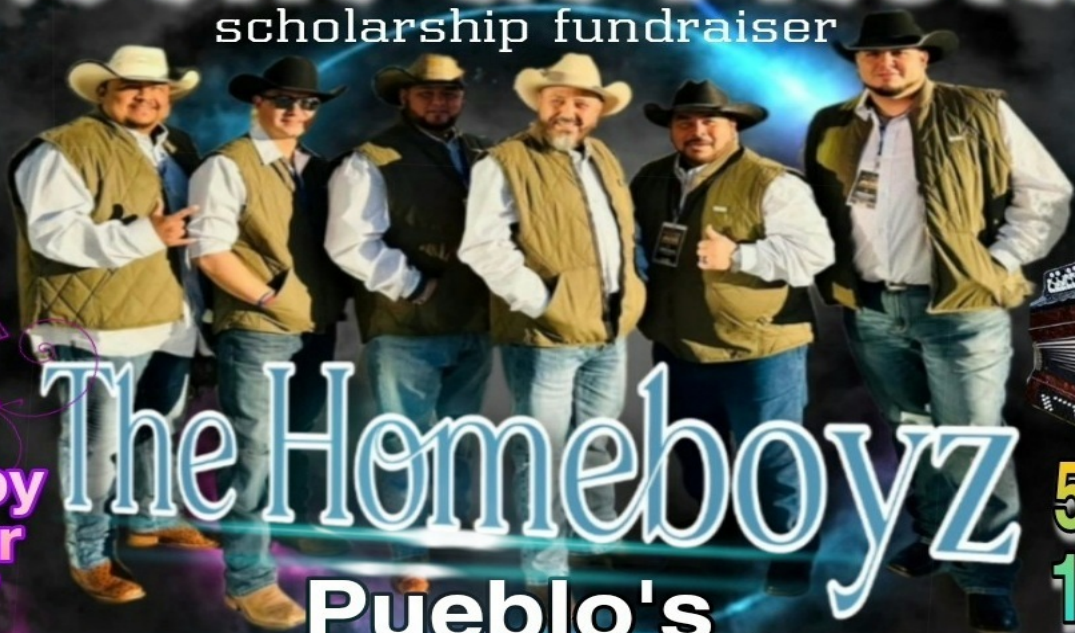
ATTESTED BY: 
CITY CLERK

Pueblo Convention Center

Saturday July 29th 2023

Noche de Fiesta

scholarship fundraiser



happy
hour
5-7

The Homeboyz

Pueblo's

5pm-
12am



&



tickets \$20 in advance
\$25 at the door

stage

sound

accommodations



Thank You Sponsors!



Tickets available at the Latino
Chamber of Commerce, 215 S
Victoria Ave, Pueblo, CO 81003
Corporate and Reserve tables
call 719-248-6662



presented by the Colorado State Fair Fiesta committee

INVOICE



Bill To: City of Pueblo
1 City Hall Pl
Pueblo, CO 81003

Make all checks payable to Colorado State Fair Fiesta Committee. If you have any questions concerning this invoice, contact the Colorado State Fair Fiesta Committee.

THANK YOU FOR YOUR SUPPORT!



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE TRANSFERRING \$1,200,000.00 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO PROJECT NO. CIAN23 - DEMOLITION OF UNSAFE STRUCTURES, AND BUDGETING AND APPROPRIATING \$1,200,000.00 TO SAID PROJECT

SUMMARY:

This Ordinance transfers \$1,200,000.00 from the 2023 fund balance of the General Fund, and budgets and appropriates said funds into Project No. CIAN23 - Unsafe Building Demolition to fund work associated with the demolition of the structure commonly known as "The Albany" located at 125 E. 7th Street.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The building located at 125 E. 7th Street was damaged by a fire that occurred on August 9, 2021. The building was subsequently condemned by Pueblo Regional Building Department and a Notice and Order to cause the abatement of hazards was issued to the property owner. The property owner was not responsive to the Notice and Order requirements and the case was referred to the City for demolition, in accordance with the 1997 Uniform Code for the Abatement of Dangerous Buildings, as amended and adopted in Title IV, Chapter 13 of the Pueblo Municipal Code. Currently, the structure is a highly-visible blight on the City and also presents a safety concern to residents. The City has conducted an environmental assessment of the structure which determined that asbestos-containing materials are present which require abatement.

Due to the extent of fire damage to the building, a demolition contractor would not be able to safely perform the abatement and demolition work using approved "standard" abatement methods normally required under Regulation Number 8 - Control of Hazardous Air Pollutants (5 CCR 1001-10). The City has applied to the Colorado

Department of Public Health and Environment (CDPHE) for a variance to perform the abatement using alternative methods and implementing risk mitigation measures which will be specifically required by CDPHE. The demolition and abatement work are estimated between \$1M and \$1.2M (including contingencies). Any budgeted and appropriated funds remaining after the Albany demolition work is completed will remain in the project account and used for other future unsafe building demolition projects.

FINANCIAL IMPLICATIONS:

This Ordinance will transfer \$1,200,000.00 from the General Fund Unappropriated Fund Balance and budget and appropriate that amount to Project No. CIAN23 - Demolition of Unsafe Structures.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to pass this Ordinance will preclude the City from completing the demolition of the damaged structure located at 125 E. 7th Street.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10471

AN ORDINANCE TRANSFERRING \$1,200,000.00 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO PROJECT NO. CIAN23 - DEMOLITION OF UNSAFE STRUCTURES, AND BUDGETING AND APPROPRIATING \$1,200,000.00 TO SAID PROJECT

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

SECTION 1.

Funds in the amount of \$1,200,000.00 are hereby transferred from the 2023 unappropriated fund balance of the General Fund, and budgeted and appropriated into Project No. CIAN23 - Demolition of Unsafe Structures.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective 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 May 22, 2023.

Final adoption of Ordinance by City Council on June 12, 2023.



President of City Council

Action by the Mayor:

☒ Approved on June 14, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: June 12, 2023

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 APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO SCHOOL DISTRICT NO. 60, A PUBLIC SCHOOL DISTRICT AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE PAYMENT OF AMOUNTS FROM FUND NO. 226 - OPIOID ABATEMENT SETTLEMENT, FOR PURPOSES THEREOF

SUMMARY:

This agreement will distribute available amounts in Fund No. 226, not to exceed the maximum amount of \$300,000 over the course of 2 years to Pueblo School District No. 60 to fund the hiring of an Intervention Coordinator to conduct school-based programs to prevent opioid and drug misuse and to conduct school and community education programs and campaigns.

PREVIOUS COUNCIL ACTION:

Council previously granted the Pueblo Department of Public Health & Environment (PDPHE) \$55,000 from this fund for the implementation of a county-wide substance use plan and for facilitation of the Substance Use Response Ecosystem (SURE) program.

BACKGROUND:

In August 2021, the Colorado Attorney General announced a plan for distributing opioid settlement funds obtained from a number of settlements with major drug manufacturers and distributors. Mayor Gradisar chose to opt into receiving these settlement funds, and to opt out of putting the City of Pueblo's funds into a regional pot for broader use, electing to take the funds to ensure specific use within the City itself. Approximately \$200,000 was received for Years 1 & 2 and about \$100,000 is expected every year for the next 19 years. This amount could increase over the next several years.

FINANCIAL IMPLICATIONS:

Funding received directly from the Opioid Settlement will be used for this project; this program falls under proper intended use.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this ordinance.

STAKEHOLDER PROCESS:

Discussions between the City and District 60 took place to pinpoint the best method for targeting programs to youth for prevention education; this position was the outcome.

ALTERNATIVES:

Funding could be diverted elsewhere for other "Approved Purposes" in keeping with the possible uses for Opioid Abatement Settlement Funds.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10472

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO SCHOOL DISTRICT NO. 60, A PUBLIC SCHOOL DISTRICT AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE PAYMENT OF AMOUNTS FROM FUND NO. 226 - OPIOID ABATEMENT SETTLEMENT, FOR PURPOSES THEREOF

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

SECTION 1.

The Subrecipient Agreement ("Agreement") dated June 14, 2023, between the City of Pueblo, a Colorado municipal corporation, and Pueblo School District No. 60, a public school district and political subdivision of the State of Colorado, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

Funds in an amount not to exceed \$300,000.00, to be disbursed over the two (2) year term of the Agreement, are hereby authorized to be paid from Fund No. 226 - Opioid Abatement Settlement in accordance with the Agreement, for purposes of the Intervention Coordinator position.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement 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 May 22, 2023.

Final adoption of Ordinance by City Council on June 12, 2023.



President of City Council

Action by the Mayor:

☒ Approved on June 14, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST



City Clerk

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this _____ day of June, 2023, ("Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City," and Pueblo School District No. 60, a public school district and political subdivision of the State of Colorado, hereinafter referred to as the "Subrecipient." City and Subrecipient may each be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, the City joined the Colorado Opioids Settlement Memorandum of Understanding ("MOU") dated August 26, 2021 as provided by the State of Colorado and approved by Ordinance No. 10031, pursuant to which the City receives certain settlement funds from national opioid claims; and

WHEREAS, the City must use the opioid settlement funds for forward-looking strategies, programming, and services to abate the opioid epidemic ("Approved Purposes") as provided for in the MOU; and

WHEREAS, the City established Fund No. 226, the City's Opioid Abatement Settlement Funding Project, (the "Fund") through Ordinance No. 10406, to accept and disburse funds received from opioid settlements pursuant to the MOU.

For and in consideration of the mutual covenants, terms, promises, and conditions set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, City and Subrecipient agree as follows:

1. FACTUAL BASIS FOR THE GRANT AWARD

- (a) The City is hereby awarding to Subrecipient available monies from the Fund in an amount not to exceed \$150,000.00 for each year of the term of this Agreement, as defined hereinbelow ("Grant").
- (b) Subrecipient agrees to use the Grant to hire an Intervention Coordinator ("Coordinator") for the school district, conditioned on sufficient funds being available in the Fund.
- (c) The Coordinator position is intended to advance Approved Purposes by, including, but not limited to: (i) creating a school-based contact whom parents can engage to seek timely treatment services for their child; (ii) assisting with the reduction of community-wide stigma; (iii) conducting school-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids; and (iv) conducting school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

- (a) Subrecipient agrees to use the Grant to perform and complete all services and items of work, including the employing of Coordinator, and furnishing of all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference, in full compliance with all provisions of this Agreement.
- (b) Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder.
- (c) Subrecipient understands that City is funding the project in whole with funds from opioid settlements provided pursuant to the MOU. Subrecipient agrees it is subject to and shall comply with all applicable provisions of said MOU and settlements under which this award has been made, and applicable regulations. Subrecipient shall comply with all applicable Federal, State, and local laws applicable to its activities.

3. SUBRECIPIENT'S GRANT AND METHOD OF PAYMENT

- (a) The aggregate of all payments made hereunder shall not exceed One Hundred Fifty Thousand and 00/100 Dollars (U.S. \$150,000.00) in any one (1) year period. All payments are conditioned on sufficient opioid settlement funds being available within the Fund and in no event will City's Grant to Subrecipient include funds from any other source. Subrecipient understands and agrees that the monies within the Fund are not reserved nor earmarked for Subrecipient in any way, and City may use the Fund in any way it deems permissible, including by providing the monies to other parties for opioid abatement purposes, and Subrecipient shall have no right to the same.
- (b) Should sufficient money not be available in the Fund for the budgeted costs of Subrecipient for the Coordinator position, City may grant available monies in the Fund to Subrecipient not to exceed the available balance in the Fund nor the maximum aggregate payment under this Agreement. Should Subrecipient not obtain the maximum aggregate amount upon initial request, but additional amounts later become available in the Fund from opioid settlements, Subrecipient may make additional written requests for grant funds up to the maximum amount, which City may provide in its sole and absolute discretion. City understands and agrees that should the Grant be suspended, withheld, conditioned or delayed by

the City, the Subrecipient may take any action it deems necessary in its discretion to suspend or terminate any employment or engagement assignments or agreements with the Coordinator.

- (c) City shall make payments to Subrecipient within forty-five (45) days following Subrecipient's submission of an invoice for budgeted costs for the Coordinator position and other necessary costs and expenses contemplated by this Agreement and allowed for Approved Purposes.

4. TERM AND TERMINATION OF AGREEMENT

- (a) The term of this Agreement shall be for three (3) years beginning on the Effective Date and ending on August 15, 2026.
- (b) City reserves the right to terminate this Agreement and Subrecipient's performance hereunder, at any time upon written notice, either for cause or for convenience. City shall give Subrecipient a minimum of sixty (60) days written notice of such termination.

5. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

6. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, 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 thereunto, 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.

7. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided and reimbursable expenses incurred in performing the Scope of Services. Subrecipient shall provide City with records every six (6) months detailing the number of students served, observed behavioral improvements, drug use numbers, and other relevant information that may be required in accordance with the Settlement. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. At the end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

8. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement and Settlement are being reasonably fulfilled. The Subrecipient shall furnish to the City bi-annual program and financial reports of its activities in such form and manner as may be reasonably requested by the City. Subrecipients shall fully cooperate with City in relation to such monitoring and evaluation.

9. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, and activity reports. These records shall be retained by the Subrecipient for a period of five (5) years after termination of this Agreement. Financial and activity reports shall be submitted bi-annually no later than the ninth (9th) day of the month following the end of the six-month period for which the report is submitted.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, and subcontractors. Coordinator shall not be an employee of City, and City will in no way be responsible for nor liable for Coordinator's salary, employment benefits, Workers' Compensation Insurance, or other rights as an employee.

11. LIABILITY AND INSURANCE

- (a) Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. To the extent permitted by law, Subrecipient further agrees to indemnify and hold harmless the City, its officers, agents and employees, from and against all third-party claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient due to the negligence or willful misconduct of Subrecipient or arising out of any violation by Subrecipient of any statute, ordinance, rule or regulation.

- (b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims for damages because of personal injury including bodily 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.
- (c) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, Workers' Compensation Insurance complying with statutory requirements in Colorado.

12. PERA LIABILITY

The Subrecipient 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 Subrecipient shall fill out the questionnaire attached as Exhibit B and submit the completed form to City's Finance Office as part of the signed Agreement.

13. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to 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 provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

14. GOVERNMENT IMMUNITY

The City and the Subrecipient do not waive or intend to waive, by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 to 120, C.R.S., or otherwise available under applicable law.

15. NO THIRD-PARTY BENEFICIARIES

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 and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

16. LITIGATION; VENUE; WAIVER OF TRIAL BY JURY

In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

17. PARTIAL INVALIDITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

18. RULES OF CONSTRUCTION

The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

19. WAIVER

The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future or past breach of any such provision or any other provision hereof.

20. NO MONETARY DAMAGES AGAINST CITY

In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

21. NO MULTI-YEAR FISCAL OBLIGATION ON THE PARTIES

This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by Subrecipient or the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of City or Subrecipient which may arise under this Agreement in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Agreement, including any sub-agreement, attachment, schedule or exhibit thereto. City may in its sole and absolute discretion terminate this Agreement for reasons of non-appropriation

immediately upon written notice without causing default or breach.

22. COUNTERPARTS; SIGNATURES

This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original. The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

23. ELECTRONIC SIGNATURES

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 Subrecipient and the City have executed this Agreement as of the Effective Date and under the laws of the State of Colorado.

[Signature Page Is Next Page.]

PUEBLO SCHOOL DISTRICT NO. 60

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By: _____
President, Board of Education

By: _____
Nicholas A. Gradisar, Mayor

ATTEST:

ATTEST:

By: _____
Secretary, Board of Education

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



By: _____
Coulter M. Bump
Attorney for Pueblo School District
No. 60

City Attorney

EXHIBIT A SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

B. Principal Tasks

From the Effective Date through August 15, 2026, Subrecipient shall hire, train, and employ an Intervention Coordinator. Subrecipient and the Intervention Coordinator shall work to advance the Approved Purposes with the goal of abating the opioid epidemic.

The Coordinator and Subrecipient must provide a Botvin Life Skills Training curriculum focused on middle school students.

C. Budget

Funding for implementation of Intervention Coordinator and first twelve (12) months of expenses.

Fiscal Year	Description	Cost
July 1, 2023-June 30, 2024	Salary for 1.0 FTE Intervention Coordinator	\$60,000
July 1, 2023-June 30, 2024	Benefits for 1.0 FTE Intervention Coordinator	\$21,000
July 1, 2023-June 30, 2024	Curriculum, professional development, training stipends and student materials/supplies (i.e., Botvin Lifeskills, IIRP, SKY Schools, etc.)	\$69,000
	TOTAL	\$150,000

EXHIBIT B
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 __.
- 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? 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), please provide the name, address and social security number of each such PERA Retiree.

Name

Address

Social Security Number

Name

Address

Social Security Number

(If more than two, please attach a supplemental list)

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

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.

Signed _____, 20 ____.

By: _____
Name: _____
Title: _____

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse’s parents, stepparents, stepchildren, stepsiblings, and spouse’s siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree’s regular salary or compensation.



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT AND RELATED FACILITY USE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOYS AND GIRLS CLUB OF PUEBLO COUNTY, 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 ONE HUNDRED AND FIFTY-THREE THOUSAND ONE HUNDRED SEVENTY EIGHT DOLLARS (\$153,178) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subrecipient Agreement and related Facility Use Agreement with the Boys and Girls Clubs of Pueblo County, a Colorado nonprofit corporation ("Boys and Girls Club"), as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the project, in the amount of \$153,178 will be paid out of Project No. CI2113, the American Rescue Plan Act.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

During a ten-week period during the months of June, July and August of 2023, Boys

and Girls Club shall operate on Fridays and Saturdays (1PM-11:30 PM) a Teen Nights program at the El Centro del Quinto Sol facility. Project funds shall be applied to cover operational costs of Boys and Girls Club including on-site staff, security, transportation, partner programming, certifications, field trips, training, nightly/daily cleaning and administration costs.

The Teen Nights program will engage young people in intentional, productive, and constructive ways while recognizing and enhancing their strengths and promote positive outcomes by providing opportunities, fostering positive relationships, and giving the support that is needed to develop young people's assets and prevent risky behaviors.

FINANCIAL IMPLICATIONS:

The Boys and Girls Club will receive \$153,178 in ARPA funds from Project No.CI2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support the Boys and Girls Club.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. El Centro Facility Use Agreement with Boys and Girls Clubs
2. Subrecipient Agreement between City and BG Club (Teen Nights) Final

ORDINANCE NO. 10470

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT AND RELATED FACILITY USE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOYS AND GIRLS CLUB OF PUEBLO COUNTY, 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 ONE HUNDRED AND FIFTY-THREE THOUSAND ONE HUNDRED SEVENTY EIGHT DOLLARS (\$153,178) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, under the Final Rule, recipients may use Coronavirus Local Fiscal Recovery Funds (“CLFRF”) to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and;
NOW, THEREFORE,

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

SECTION 1.

The Subrecipient Agreement and related Facility Use Agreement (“Agreements”) each dated May 22, 2023, between and the City of Pueblo, a Colorado municipal corporation and the Boys and Girls Clubs of Pueblo County, a Colorado nonprofit corporation, copies of which is attached hereto, having been approved as to form by the City Attorney, are hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreements for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

Funds in the amount of \$153,178 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, subject to and conditioned upon the terms of the Agreement.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement 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 May 22, 2023.

Final adoption of Ordinance by City Council on June 12, 2023.



President of City Council

Action by the Mayor:

☒ Approved on June 14, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk

FACILITY USE AGREEMENT

PARTIES: This Facility Use Agreement (“Agreement”) is made and entered into and effective as of June 12, 2023 (“Effective Date”), by and between the City of Pueblo, a Colorado municipal corporation, (“City”) located at 1 City Hall Place, Pueblo, Colorado, and the Boys and Girls Club of Pueblo County, a Colorado nonprofit corporation, (“BGC”). City and BGC may each be referred to herein individually as a "Party" or collectively as the "Parties."

PURPOSE: The purpose of this agreement is to enable BGC to provide a community program to local teenagers and provide “teen nights” (the “Program”). The Program will be open to all households with high school aged children. BGC will provide all staff, security, transportation, programming, certifications, field trips, training, administration, and all other services needed or desired to provide the Program. City’s sole responsibility shall be in offering space at its El Centro del Quinto Sol (“El Centro”) facilities for the Program.

AUTHORITY: This Agreement is entered into by and between the Parties in exercise of the authority set forth in the provisions herein.

TERM: The term of this Agreement shall begin on June 12, 2023 and terminate on September 1, 2023. This Agreement shall be conditioned on and run concurrently with the Subrecipient Agreement dated June 12, 2023, (“Subrecipient Agreement”) which provides BGC with American Rescue Plan Act (ARPA) funds for the Program. Should the Subrecipient Agreement terminate for any reason prior to September 1, 2023, this Agreement shall automatically terminate as of the same date.

NONDISCRIMINATION:

As applicable, both BGC and City agree not to discriminate in the selection, acceptance, or treatment of any participant or representative of either party pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical, ancestry, marital status, or citizenship, within the limits imposed by law or other requirements.

OBLIGATIONS OF THE PARTIES:

- A. City grants permission for BGC to enter and use the El Centro facilities located at 609 E. 6th Street, Pueblo, Colorado 81001 to provide the Program.
- B. BGC may use the areas of the El Centro facilities designated by City’s representative, except that BGC may not use El Centro’s Art Room, Science

Room, Concessions, Main Office (between the gym and multipurpose room), Second Floor Office, nor the back stairwell area. Use of the designated facilities by BGC will be limited to Fridays and Saturdays beginning June 16, 2023 through August 19, 2023, from 1:00 PM to 11:30 PM. The Parties may alter said dates and times upon their mutual agreement.

- C. City will provide general maintenance of the site, clean restrooms, floors, and provide paper goods for restrooms. BGC will be responsible for all preparation and cleaning associated with the Program. BGC's cleaning of the areas shall meet the standard practices maintained at the El Centro facilities and all Health Department regulations, including: the sweeping and mopping of floors, wiping down and disinfecting communal areas, emptying of trash and waste, and the washing, drying, and proper storage of all utensils.
- D. BGC shall be responsible for any damage to the property or equipment caused by its employees, volunteers, agents, participants, or any customers served. Program participants shall execute a waiver, in a form approved by the City, assuming all liability and risk associated with participating in the Program.
- E. BGC will be the sole Party financially responsible for the Program.

INSURANCE:

During the term of this Agreement, BGC shall provide City a current certificate of insurance policy evidencing its comprehensive and general liability insurance coverage. This insurance shall be written in amount not less than \$1,000,000.00 for each occurrence and \$2,000,000 aggregate. BGC shall also provide City with a written endorsement naming City as additional insured. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation, or cancellation. A copy of the Certificate of Liability Insurance must be on file with the City at the time this Agreement is approved by both Parties.

INDEMNIFICATION AND LIABILITY:

- A. BGC agrees to defend, hold harmless, and indemnify the City and its officers, employees, and agents (the "Indemnified Parties"), from any and all claims and liability, including reasonable attorney's fees and costs, for injuries, death, or damages to any person or property, arising from or in any way connected with the activities contemplated under this Agreement, or any default or breach of any term of this Agreement by BGC. The Indemnified Parties shall have the right to retain their own counsel, in which

case those reasonable attorney and expert fees and costs shall be covered by BGC's indemnification obligations.

- B. BGC forever releases and waives any and all claims, known and unknown, presently existing or arising in the future, and any suit or action in law or equity against the City, its Enterprises, controlled Nonprofit Corporations, their officers, agents, independent contractors, and employees ("Released Parties") in any court or tribunal, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that BGC, its officers, agents, independent contractors, or employees may suffer, related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.
- C. BGC shall not file, pursue or prosecute any suit, action or proceeding, in law or in equity, in any court or tribunal, against the Released Parties, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that BGC, its officers, agents, independent contractors, or employees may suffer related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.
- D. City and BGC agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.
- E. The Parties to this Agreement agree that each is responsible only for the actions of their respective officers, agents, employees, and participants.
- F. The Parties to this Agreement hereby assert that no liability is assumed by either Party for damages or injuries which arise from participants independently traveling to or from service sites.

TERMINATION AND SUSPENSION:

This Agreement may be terminated without cause by either Party at any time upon thirty (30) days prior written notice to the other Party. When required by law, this Agreement may be immediately suspended by either Party upon notice to the other Party; any such suspension shall not extend the term of this Agreement.

FORCE MAJEURE:

Neither Party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an

Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. In the event of damage or destruction to a material portion of the El Centro facility by reason of fire, storm or other casualty loss that renders the facility (or a material portion thereof) untenable, City shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the facility (or a material portion thereof) untenable for a period estimated by an engineer or architect selected by City, of at least ninety (90) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement without any liability, upon written notice to the other.

FINANCIAL OBLIGATIONS:

- A. The parties to this Agreement hereby assert that no financial liability is assumed by either party for services provided outside the scope of this Agreement.
- B. City hereby agrees to provide the detailed areas of El Centro and to be financially responsible for utilities and daily maintenance, except as otherwise provided herein.
- C. BGC hereby agrees to provide the Program services with no financial liability to City, including but not limited to, payment of staff, meals, and travel expenses.

NOTICES:

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

If to City: Director of Parks and Recreation
 Pueblo Parks and Recreation
 800 Goodnight Avenue
 Pueblo, CO 81005

With a copy to:

City Attorney
One City Hall Place, Third Floor
Pueblo, CO 81003

If to BGC: Boys and Girls Club of Pueblo County
 635 W. Corona Avenue, Suite 100
 Pueblo, CO 81004

ENTIRE AGREEMENT:

This Agreement represents the entire and integrated agreement between City and BGC, and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter of this Agreement. The Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived or amended, except by written instrument signed by the duly authorized representatives of City and BGC.

SEVERABILITY: Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforced as written to the full extent permitted by law.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this Agreement.

ASSIGNMENT: This Agreement shall not be assigned by BGC without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion.

SUBJECT TO LAW:

- A. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of City which may arise under this Agreement in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Agreement, including any sub-agreement, attachment, schedule or exhibit thereto, by the City.
- B. Nothing in this Agreement 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 City of Pueblo, a municipal corporation 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.
- C. Nothing in this Agreement 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 Agreement.

- D. BGC agrees to conform to all City policies, ordinances, and state and federal laws, including, but not limited to, restrictions on room and building capacities.
- E. This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.
- F. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

GOVERNING LAW AND VENUE:

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

IN WITNESS WHEREOF, City and BGC have executed this Agreement as of the Effective Date.

City of Pueblo, A Municipal Corporation

Boys and Girls Club of Pueblo County

Nicholas A. Gradisar, Mayor

Authorized Signatory

Printed Name

Title

Attest:

City Clerk

Approved as to Form:

City Attorney

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 12th day of June, 2023, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the Boys and Girls Clubs of Pueblo County, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient." City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

The following recitals are incorporated in and made a part of this Agreement.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under the Final Rule, recipients may use Coronavirus Local Fiscal Recovery Funds ("CLFRF") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds in connection with a summer education and enrichment program including "teen nights" to be operated during the months of June, July and August of 2023 (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. FACTUAL BASIS FOR THE GRANT AWARD

- (a) The past few years have been challenging for young people and families in the Pueblo community and the impact of Covid-19 created additional life-changing implications that have continued to affect Pueblo's local agencies, resources, government entities and funding opportunities.
- (b) Increasing resources for high poverty school districts including summer enrichment programs and support of students social, emotional and mental health needs is an important and recognized eligible use of CLRF Funds. Pueblo City Schools is a high poverty school district with 79.92% of students on free or reduced lunch.
- (b) Research indicates that young people who are surrounded by a variety of opportunities for positive encounters engage in less risky behavior and ultimately show evidence of higher rates of successful transitions into adulthood. (Alberts, et al.2006; Bandy & Moore, 2009; Eccles & Gootman, 2002; Roth & Brooks-Gunn, 2000; Pittman, Irby, & Ferber, 2001; Pittman, 1999; Lerner, 2004; Lerner et al., 2012; Lerner & Lerner, 2013; Catalano, Berglund, Ryan, Lonczack, & Hawkins, 2004).

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

- (a) Subrecipient agrees to satisfactorily perform and complete all 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 Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.
- (b) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

3. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the City Mayor shall be deemed as City's authorized representative.

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

- (a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be

conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.

- (b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, 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 Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- (c) The aggregate of all payments made hereunder shall not exceed One Hundred and Fifty-Three Thousand and One Hundred and Seventy-Eight Dollars (U.S. \$153,178.00). City shall make full payment to Subrecipient according to the following schedule subject to Subrecipient being in compliance with all terms and conditions of this Agreement and after approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient:

\$51,059 on June 15, 2023
\$51,059 on July 1, 2023
\$51,060 on August 1, 2013

- (d) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

The term of this Agreement shall be from the Effective Date set forth above to September 1, 2023 unless sooner terminated as herein provided. The provisions of this Agreement pertaining to Subrecipient records, monitoring and evaluation, files and information, insurance and liability shall survive the expiration of the term of this Agreement and any other termination of this Agreement and continue in effect for a period of three years following any such termination of this Agreement and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

6. TERMINATION OF AGREEMENT

- (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient 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 City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

- (b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.
- (c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

8. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, 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 thereunto, 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. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipients shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

12. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

13. LIABILITY, INSURANCE

- (a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation.
- (b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims for damages because of personal injury including bodily 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 (c).

- (c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is Comprehensive General and Automobile Liability Insurance with limits not less than Five Hundred Thousand and No/100 Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per occurrence for personal injury, including but not limited to death and bodily injury, and Fifty Thousand and No/100 Dollars (\$50,000) per occurrence for property damage.
- (d) Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

15. REVERSION OF ASSETS

- (a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- (b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

The Subrecipient 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 Subrecipient shall fill out the questionnaire attached as Exhibit D and submit the completed form to City's Finance Office as part of the signed Agreement.

17. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to 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 provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

18. GOVERNMENT IMMUNITY. The City does not waive or intend to waive, by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 to 120, C.R.S., or otherwise available under applicable law.

19. NO THIRD-PARTY BENEFICIARIES. 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 and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

20. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

21. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

22. RULES OF CONSTRUCTION. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

23. WAIVER. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

25. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original.

26. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

City Clerk

[S E A L]

By_____
Nicholas A Gradisar, Mayor

Subrecipient:

BOYS AND GIRLS CLUBS OF
PUEBLO COUNTY
A Colorado nonprofit corporation

ATTEST:

By_____
Signature

Name_____

Title_____

By_____
Signature

Name_____

Title_____

EXHIBIT A SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

SUBRECIPIENT'S SCOPE OF SERVICES

A. Principal Tasks

The components of the Subrecipient's work plan under this Agreement shall be as follows:

1. Subrecipient shall enter into the Facility Use Agreement with the City for the use of the facilities known as "El Centro del Quinto Sol", a copy of which is attached hereto and incorporated herein.

2. During a ten week period during the months of June, July and August of 2023, Subrecipient shall operate (including on-site staff, security, transportation, partner programming, certifications, field trips, training, nightly/daily cleaning and administration costs) a on Fridays and Saturdays (1PM-11:30 PM).

3. The teen nights program will engage young people in intentional, productive, and constructive ways while recognizing and enhancing their strengths and promote positive outcomes by providing opportunities, fostering positive relationships, and giving the support that is needed to develop young people's assets and prevent risky behaviors.

4. During the term of the Project, Subrecipient shall use best efforts to achieve the following goals for the Project:

- Average Daily Attendance: 75
- Registration of (unduplicated) teens during the course of the ten week performance period: 300.
- Increased positive relationships between adults and teens not less than 1:8 ratio.
- Young people have access to adequate positive opportunities
- Improvement in social and emotional skills and attitudes
- Reductions in internalizing symptoms and risky behaviors.

B. Performance Monitoring

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein including the following Outcome Objectives:

- Number of distinct registration forms collected
- Number of total attendance each night summed together and divided by number of nights
- Number of distinct program opportunities, driven by input from teens
- Number of adult volunteers and staff that interact with teens
- Delta between pre- and post-test survey results asking teens to self-identify feelings of wellbeing.

Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedure may be initiated, in the sole discretion of the City.

C. Budget

During the term of the Project, Subrecipient shall be guided by the following budget:

Staff in Charge (2 positions) (35/hour x 8 hours/day x 40 days) May 1 - August 30	22,400
Program staff - 7 staff @ 25/hour for 20 days *11.5 hours/day	40,250
Security (50/hour x 11.5 hours) x 2	23,000
Transportation	6,000
Equipment and Furniture	7,000
Supplies	5,000
Marketing	5,000
Partner Programming (Art, Karaoke, spoken word, theater, etc)	10,000
Certifications – i.e. CPR/First Aid, Teen Mental Health First Aid, Serve Safe, Conflict Mediation (appx \$50/certificate x 15 each program)	4,500
Field Trips (i.e. water world, Elitch gardens, sand dunes, etc)– 6 field trips at an average of \$100/person x 15	9,000
Training (32 hours of training - program basics, teen programming, 1st aid/cpr, etc)	7,200
Custodial (weekly cleaning)	4,000
Administration @ 8%	9,828
Space - in kind provided by City	
Total	153,178

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
 - a) recipient
 - b) brief description of purchase
 - c) amount with method of computation detailed

Cost Summary must be submitted quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. All employees handling funds are required to be insured by a fidelity bond.

5. The City shall not be obligated to any third party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.

6. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

7. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

8. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

- (1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
- (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
- (3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
- (4) Section 3 of the Housing and Urban Development Act of 1968, as amended;
- (5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
- (6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
- (7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
- (8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
- (9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;
- (10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
- (11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
- (12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
- (13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
- (14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

(19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);

(20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D
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 __.
- 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? 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), please provide the name, address and social security number of each such PERA Retiree.

Name

Address

Social Security Number

Name

Address

Social Security Number

(If more than two, please attach a supplemental list)

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

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.

Signed _____, 20__.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an

agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

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 APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY PUEBLO AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance would approve an agreement between the City of Pueblo and Colorado State University, Pueblo, to allow for an intern to work in the Office of the City Clerk.

PREVIOUS COUNCIL ACTION:

Council has previously approved similar agreements for interns from CSU-Pueblo to work and learn within the City.

BACKGROUND:

Mr. Tyran Johnson, a senior in the Political Science Department at CSU-Pueblo, has a strong interest in local government and inquired if the office of the City Clerk would be willing to support his interest in local administration/municipal government operations. An internship would provide him with invaluable educational experience, and he will receive course credit for his hours.

FINANCIAL IMPLICATIONS:

Paying Mr. Johnson \$15/hour for his 120 required hours to complete his internship would cost the City approximately \$1,650 in salary and \$267.47 in benefits for a total of \$1,917.47. This amount should be able to be covered in the already-budgeted wages and benefits under the City Clerk's office.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could recommend against allowing the internship.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Internship Agreement City of Pueblo

ORDINANCE NO. 10473

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY PUEBLO AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Agreement between the City of Pueblo, a municipal corporation and the Board of Governors of the Colorado State University System, acting by and through Colorado State University, Pueblo, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 22, 2023.

Final adoption of Ordinance by City Council on June 12, 2023.



President of City Council

Action by the Mayor:

☒ Approved on June 14, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST



City Clerk

INTERNSHIP SITE AGREEMENT (PAID) BETWEEN
THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM,
ACTING BY AND THROUGH COLORADO STATE UNIVERSITY PUEBLO
AND
PUEBLO, A MUNICIPAL CORPORATION

This Internship Site Agreement (the "Agreement") is made, and entered into between THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY - PUEBLO ("University"), and **Pueblo, a municipal corporation** ("Internship") if appropriate), (singularly "party" and together "parties"), entered into on this 5/6/2023

WITNESSETH:

WHEREAS, certain CSU-Pueblo students in **various** Department ("Students") at the University are able to obtain Internship Site/research experiences; and

WHEREAS, **Internship Site** desires to participate and cooperate with University to implement said program by accepting and placing Students with **Internship Site** to enable them to obtain Internship Site/research experiences by providing services to **Internship Site**; and

WHEREAS, this Agreement will serve as recognition of the separate and mutual responsibilities of the University and **Internship Site** to each other and to the Students involved;

THEREFORE, in consideration of the mutual goals herein, the parties agree as follows:

I. SCOPE OF THE INTERNSHIP SITE

- A. **Student will perform duties and obligations as assigned by the City of Pueblo Department in collaboration with the Student's department.**
- B. The Internship Site hours will be set by the supervisor of **Internship Site** at a later time so that the Students and **Internship Site** may find a mutually convenient time(s).
- C. The student Internship Site between **Internship Site** and University will commence on the 5/6/2023 and end on the 12/31/2023

II. UNIVERSITY RESPONSIBILITIES

- A. Assign a faculty member to be the instructional supervisor for Students placed at **Internship Site**.
- B. Observe appropriate channels as designated by **Internship Site** for coordinating Internship Site/research experiences.
- C. Have faculty participate in individual and/or group conferences with appropriate **Internship Site** staff for the purpose of discussing objectives and planning for learning experiences and evaluating Student performance.

- D. Have its representatives, if possible, confer at least annually with **Internship Site** for joint review of the program and progress of Students placed at **Internship Site**.
- E. Provide a faculty member assigned pursuant to this Agreement to make regular site visits one or more times during the period of field placement to review the Student's activities and to consult with a counterpart **Internship Site** staff member concerning the educational experience and progress of Students working at **Internship Site**. **Internship Site** recognizes that on site visits may be impractical, and will work with University to develop mutually satisfactory alternatives if necessary.)
- F. University shall ensure that Student meets all necessary requirements to perform as an intern at Internship Site as contemplated by this Agreement, including if applicable, work authorizations. University shall apprise Student of (i) Student's obligation to comply with the City Charter, ordinances and applicable rules and regulations; and (ii) Student's obligation to faithfully perform assigned tasks.

III. **Internship Site** RESPONSIBILITIES

- A. Make its resources and facilities available for Internship Site/research experiences for Students.
- B. Cooperate with the University faculty in planning for the educational program and for evaluating the experiences and Student performance.
- C. Internship Site shall have sole authority and control over all aspects of organizations services including those activities wherein Students may be exposed to or interrelate with Internship Sites organization.
- D. Designate a qualified staff member who will be responsible for the daily supervision and performance of Students and will participate with the University's faculty member in evaluating Students under their supervision.
- E. Comply with the Fair Labor Standards Act (FLSA) before classifying an intern as an unpaid "trainee" if applicable.
- F. In accordance with the Family Education Rights and Privacy Act (FERPA), Internship Site shall keep and maintain the confidentiality of education records which may be disclosed to Internship Site by University with respect to any Student.
- G. If the Internship Site requires that a student complete a background check, the site will be responsible for the cost of the background check. **Internship Site** retains the right to reject any Student based on the results of the background check. If the Student does not pass the background check he or she will be informed of the reasons pursuant to the Fair Credit Report Act. The University will not be given any information relating to the failure other than the fact that the Student did not pass.

- H. Adhere to all Federal and State employment laws and regulations, including adherence to current Federal and State wage laws, if applicable.
- I. The Internship Site will be deemed an “Employer” for the purpose of providing on-the-job training for students and shall provide sufficient workers' compensation and liability insurance for the student pursuant CRS 8-40-302(7)(a).
- J. Provide appropriate wages to the student for the tasks assigned to the student and be responsible for all federal, state payroll taxes and deductions from the student’s earnings; provided, however, any such wages shall be determined and comply with all requirements set forth in Section 6-5-18, P.M.C.
- K. The student intern is not to replace a permanent employee of **Internship Site**. Consistent with the requirements of Section 6-1-3(1)(m), P.M.C., no Student shall be paid to work greater than 1,326 hours in a calendar year.

IV. **Internship Site AND UNIVERSITY FURTHER AGREE:**

- A. The assignment of Students, faculty and **Internship Site** personnel will be made without regard to the age, citizenship, creed, color, disability, gender, gender expression, gender identity, genetic information, national origin or ancestry, pregnancy, race, religion, sex, sexual orientation or veteran status of the persons involved.
- B. **Internship Site** may at its sole and absolute discretion dismiss any Student from participation in the program contemplated by this Agreement. It is expressly understood and agreed by the parties that any employment of the Student by the Internship Site which may occur by operation of this Agreement is at will, and Internship Site may terminate the employment relationship without liability at any time, with or without cause, and without advance notice or any procedure or formality. University shall assure that all Students are aware of and understand the rights of Internship Site set forth in this Subsection IV. B.
- C. University may withdraw any Student whose progress, conduct, or performance in practice does not meet standards for continuation in the program, or when **Internship Site** does not provide agreed upon educational experiences for the Student.
- D. This Agreement may be terminated upon the giving of thirty days' written notice by either party to the other party. Students already enrolled and participating in good standing in the program shall have an opportunity to complete the program at **Internship Site** to meet the course of study requirements for graduation unless dismissed by Internship Site pursuant to above Subsection IV.B.
- E. In advance or the early days of each semester, University will disclose the number of Students and the Students requested to be placed at the **Internship Site**. Selection of the number of Students and the specific Students, if any, to participate in the program

contemplated by this Agreement shall be at the sole and absolute discretion of the Internship Site.

- F. University and **Internship Site** agree that no money will be paid by either party to the other under the terms and conditions of this Agreement and that the mutual benefits contained herein constitute sufficient consideration. The parties to this Agreement intend that the relationship contemplated by this Agreement is that of independent entities working in mutual cooperation. The Parties hereto are not partners, agents, nor principals of one another. University's interns shall not act as the **Internship Site** agents or representatives in any capacity, and shall not make any commitments on behalf of the **Internship Site**.
- G. This Agreement constitutes the entire agreement between the parties and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Agreement.
- H. This agreement cannot be assigned, except with the express written permission of the non-assigning party.
- I. Nothing contained in this Agreement shall be construed as an express or implied waiver by University or Internship Site of its governmental and sovereign immunities, as an express or implied acceptance by University or Internship Site of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as a pledge of the full faith and credit of the state of Colorado or the City of Pueblo, or as the assumption of any of the parties of a debt, contract or liability of each other in violation of article XI, Section 1 of the Colorado Constitution.
- J. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized agents and is effective upon the date and signatures below:

CSU-Pueblo Representative Name (printed)

Pueblo, a municipal corporation

CSU-Pueblo Representative Signature

President of City Council

Date

Date

ATTEST:

City Clerk

CSU-Pueblo Provost Name (printed)

CSU-Pueblo Provost

Date



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

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 THE SOUTHERN PORTION OF LOT 2, BLOCK 1 PARK WEST BUSINESS CAMPUS FILING NO. 9, APPROXIMATELY 11.85 ACRES GENERALLY LOCATED EAST OF PUEBLO BOULEVARD AND SOUTH OF EAST SPAULDING AVENUE FROM B-3, HIGHWAY ARTERIAL ZONE DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone the southern portion of Lot 2, Block 1 Park West Business Campus Filing No.9, containing approximately 11.85 acres generally located east of Pueblo Boulevard and south of East Spaulding Avenue from B-3, Highway and Arterial Zone District to R-5, Mixed Residential and Office Zone District.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to create a Special Area Plan for Lot 1 of Cottages at Park West consisting of 11.83 acres and is also requesting to re-subdivide 28.35 acres of the property for future development.

BACKGROUND:

The Cottages at Park West is a proposed 11.83-acre development located in west Pueblo adjacent to Pueblo Boulevard and Spaulding Avenue in the Park West Business Campus Subdivision. The project area is part of the 2001 Qwanzo – Master Land Use Plan (MP-01-07), which designates the project area as commercial and multifamily residential. According to the Master Plan, the northern portion of the proposed Cottages development is designated commercial, and the southern portion is multifamily residential. The applicant is requesting to apply the multifamily residential use designation to the entire project site and rezone to R-5 to facilitate development of 194 rentable duplexes all on a single lot. The subject property is currently zoned Highway and Arterial, B-3; to the west is Pueblo Boulevard and the Honor Farm open space,

zoned S-1; to the south is an arroyo, zoned S-3 and Bonaventure Senior multifamily residential, zoned R-5. The Villas at Park West, a market rate multifamily residential development, is located to the southeast of the proposed Cottages development and is also zoned R-5. The unimproved land, zoned B-3 and located directly north of the proposed development, will be subdivided into a separate lot for future commercial development. The future land use designation for this site is institutional mixed-use, which allows for supporting multi-family residential land uses at varying densities.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their October 12, 2022 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

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-22-05 Attachments

ORDINANCE NO. 10474

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE THE SOUTHERN PORTION OF LOT 2, BLOCK 1 PARK WEST BUSINESS CAMPUS FILING NO. 9, APPROXIMATELY 11.85 ACRES GENERALLY LOCATED EAST OF PUEBLO BOULEVARD AND SOUTH OF EAST SPAULDING AVENUE FROM B-3, HIGHWAY ARTERIAL ZONE DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-3, Highway and Arterial Zone District to R-5, Multiple Residential and Office Zone District:

A PORTION OF LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9, RECORDED OCTOBER 01, 2014 IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 1986430, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS BASED UPON A PORTION OF THE CENTERLINE OF SPAULDING AVENUE, AS DEDICATED ON THE PLAT OF PARK WEST BUSINESS CAMPUS, FILING NO. 2, RECORDED MARCH 11, 2004 IN SAID RECORDS UNDER RECEPTION NO. 1555457, BEING MONUMENTED ON THE BOTH ENDS BY A 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE, BEING ASSUMED TO BEAR NORTH 01°43'18" WEST A DISTANCE OF 1125.14 FEET;

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9;

THENCE ON THE EXTERIOR OF SAID LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9 THE FOLLOWING (5) FIVE COURSES:

1. THENCE NORTH 53°04'55" WEST A DISTANCE OF 81.17 FEET;
2. THENCE NORTH 64°47'27" WEST A DISTANCE OF 200.34 FEET;
3. THENCE NORTH 46°10'53" WEST A DISTANCE OF 326.56 FEET;
4. THENCE NORTH 50°25'33" WEST A DISTANCE OF 220.61 FEET;
5. THENCE NORTH 01°45'08" WEST A DISTANCE OF 532.48 FEET;

THENCE NORTH 89°12'24" EAST A DISTANCE OF 485.52 FEET TO A 52.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 64°35'23" EAST;

THENCE EASTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°22'59", AN ARC DISTANCE OF 59.34 FEET;

THENCE NORTH 89°12'24" EAST A DISTANCE OF 111.61 FEET TO SAID EXTERIOR;

THENCE ON SAID EXTERIOR THE FOLLOWING (2) TWO COURSES:

1. THENCE SOUTH 01°43'18" EAST A DISTANCE OF 573.35 FEET;
2. THENCE SOUTH 00°47'55" EAST A DISTANCE OF 438.50 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE PARCEL DESCRIPTION CONTAINS A CALCULATED AREA OF 516,232 SQUARE FEET OR (11.85105 ACRES), MORE OR LESS.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 22, 2023.

Final adoption of Ordinance by City Council on June 12, 2023.



President of City Council

Action by the Mayor:

☒ Approved on June 14, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

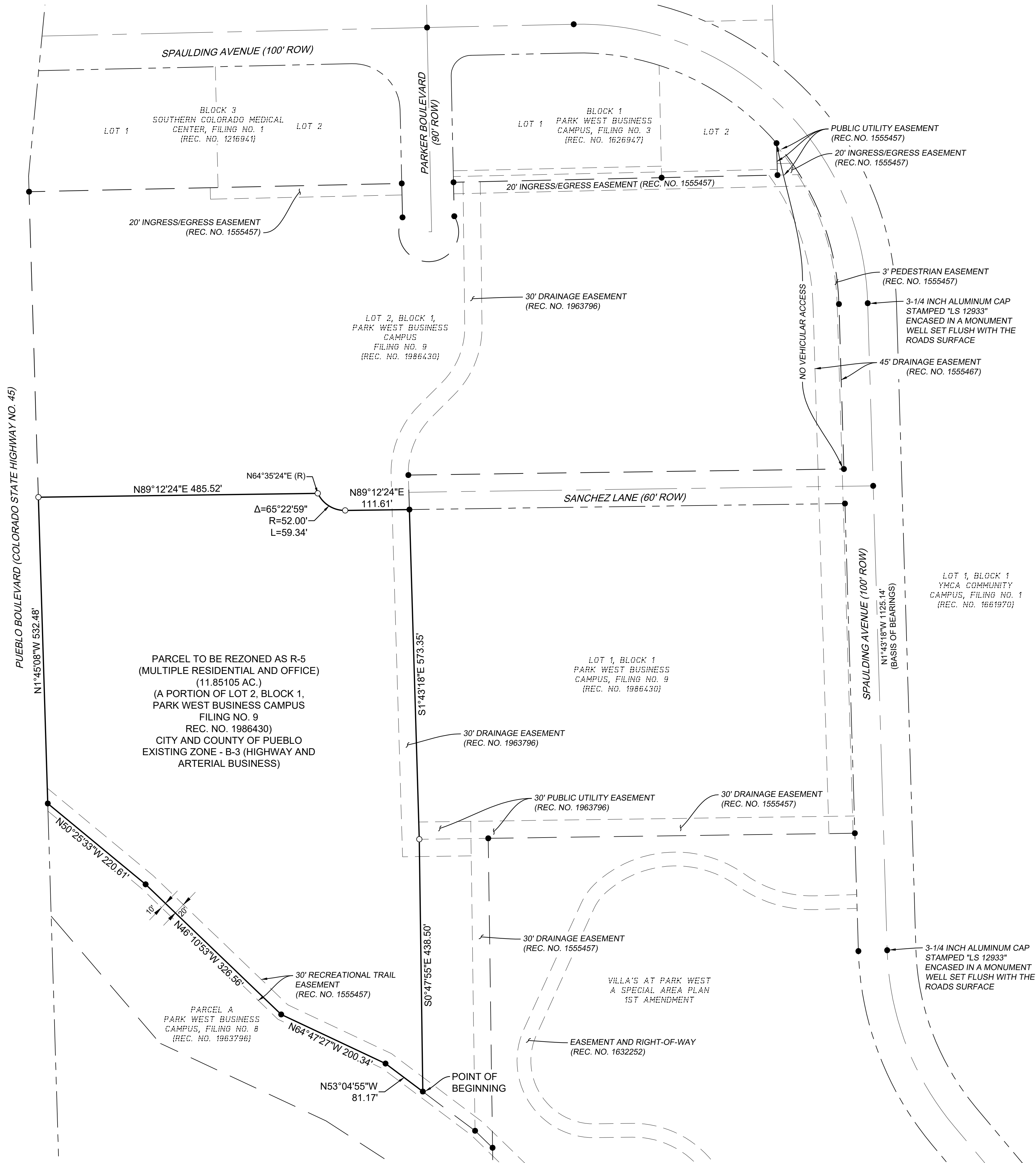
ATTEST



City Clerk

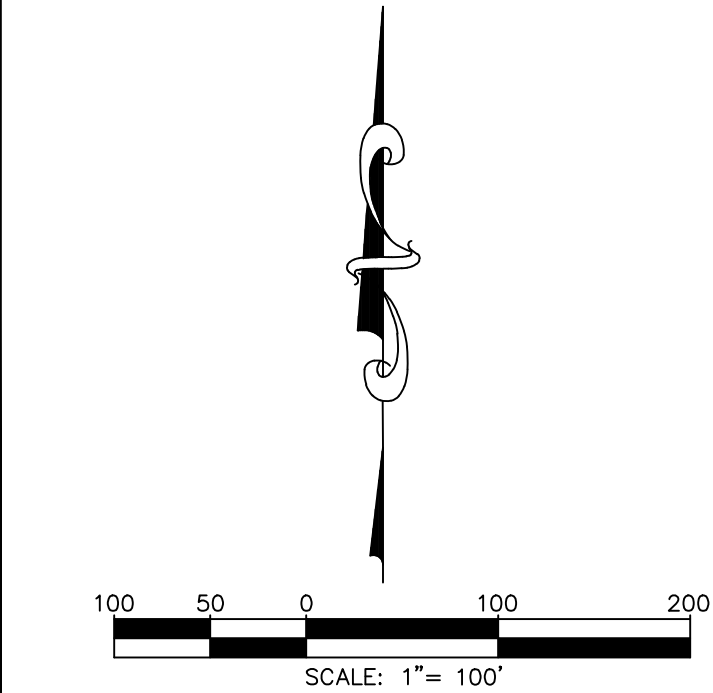
ZONE CHANGE - EXHIBIT "B"
COTTAGES AT PARK WEST

CITY AND COUNTY OF PUEBLO



CONSULTANTS:	
APPLICANT/CIVIL ENGINEER	
	
2435 RESEARCH PARKWAY, SUITE 300 COLORADO SPRINGS, CO 80920 PHONE: 719-575-0100 FAX: 719-575-0208	
PROJECT:	
COTTAGES AT PARK WEST ZONE CHANGE	
CITY AND COUNTY OF PUEBLO	
OWNER:	
QWAZO, L.L.C., A COLORADO LIMITED LIABILITY COMPANY 102 N CASCADE, STE 250 COLORADO SPRINGS, CO, 80903	
ISSUE:	
FIRST CITY SUBMITTAL: FEBRUARY 16, 2022 SECOND CITY SUBMITTAL: AUGUST 18, 2022	
DRAWING INFORMATION:	
PROJECT NO:	21.1028.003
DRAWN BY:	PATRICK JERNIGAN
CHECKED BY:	PATRICK JERNIGAN
APPROVED BY:	
SHEET TITLE:	
ZONE CHANGE	
SHEET 2 OF 2	
CASE NO. S-XX-XX	

S:\21.1028.003 Cottages at Park West\700 Survey\Draw\Zone Change\COTTAGES AT PARK WEST ZONE CHANGE.dwg



PREPARED BY:

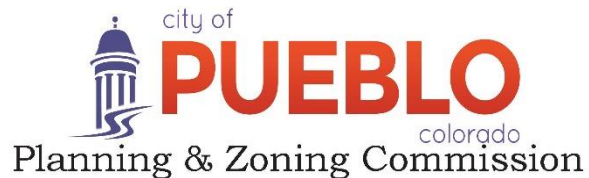


2435 Research Pkwy, Suite 300
Colorado Springs, CO 80920
Phone: 719-575-0100
Fax: 719-575-0208

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, October 12, 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.

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

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; Bart Mikitowicz, Sr. Planner, and Joe Martellaro, Associate Engineer II.

APPROVAL OF THE AGENDA: Spinuzzi moved to approve the October 12, 2022, agenda Commission Public Hearing. Motion was seconded by Aznar. Motion passed 6-0, (Bailey Absent)

PUBLIC HEARING AND ACTION

REGULAR AGENDA

1a. Z-22-05 **Rezoning** Cottages at Park West, Parcel 515064010 - Lot 2, Block 1 Park West Business Campus Filing No. 9 Formerly #05-150-64-007: approximately 28.35 acres generally located East of Pueblo Blvd and South of E. Spaulding Ave from Highway and Arterial (B-3) Zone District to Multiple Residential and Office (R-5) Zone District. Staff report by Bart Mikitowicz, Senior Planner. *Continued from the September 14, 2022, hearing.*

Public Hearing:

- Applicant, Nichole Schanel, Matrix Design Group, was sworn in by City Attorney Kogovsek and testified in support of the application.

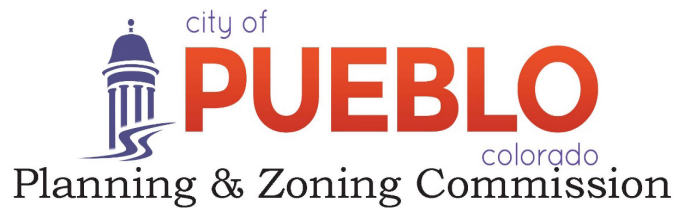
Commission Action: Bailey moved to recommend approval to City Council, Second by Avalos

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-22-05

TO: City of Pueblo, Planning and Zoning Commission

FROM: Bart Mikitowicz, Senior Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: 9/14/2022

SUBJECT: **REZONE: Cottages at Park West, approximately 11.85 acres from Highway and Arterial (B-3) Zone District to Multiple Residential and Office (R-5) Zone District.**

APPLICANT: Kelly Marshall, Matrix Design Group

PROPERTY OWNER: Tom Cone, Qwanzo LLC

EXISTING ZONE: B-3, Highway and Arterial Business District

PROPOSED ZONE: Multiple Residential and Office (R-5) Zone District.

CONCURRENT REQUESTS: S-22-03: Subdivision Cottages at Park West, SAP-22-01 Special Area Plan Cottages at Park West

REQUEST:

Applicant is requesting to rezone the southern portion of - Lot 2, Block 1 Park West Business Campus Filing No. 9, approximately 11.85 acres generally located east of Pueblo Blvd and south of east Spaulding Ave from Highway and Arterial (B-3) Zone District to Mixed Residential and Office (R-5) Zone District.

BACKGROUND & ANALYSIS:

The Cottages at Park West is a proposed 11.83-acre development located in west Pueblo adjacent to Pueblo Blvd and Spaulding Ave in the Park West Business Campus Subdivision. The project area is part of the 2001 Qwanzo – Master Land Use Plan (MP-01-07), which designates the project area as commercial and multifamily residential. According to the Master Plan, the northern portion of the proposed Cottages development is designated commercial and the southern portion is multifamily residential. The applicant is requesting to apply the multifamily residential use designation to the entire project site and rezone to R-5 to facilitate development of 194 rentable duplexes all on a single lot.

The subject property is currently zoned Highway and Arterial, B-3; to the west is Pueblo Blvd and the Honor Farm open space, zoned S-1; to the south is an arroyo, zoned S-3 and Bonaventure Senior multifamily residential, zoned R-5. The Villas at Park West, a market rate multifamily residential development, is located to the southeast of the proposed Cottages development and is also zoned R-5. The unimproved land, zoned B-3 and located directly north of the proposed development, will be subdivided into a separate lot for future commercial development. The future land use designation for this site is institutional mixed-use, which allows for supporting multi-family residential land uses at varying densities.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS
CHARACTER AND COMPATIBILITY:
☐ **Site Character:**

The subject property is flat, unimproved land with native grasses.

☐ **Neighborhood Compatibility:**

North	B-3, Highway and Arterial Business District, unimproved land
East	PUD, Spanish Peaks Health and Wellness Center Planned Unit Development, unimproved
	R-5, Villas at Park West multifamily residential
South	S-3 Floodplain District, Arroyo
	R-5, Bonaventure of Pueblo, Senior multifamily residential
West	S-1 Government Use District, Honor Farm open space

☐ **Comprehensive Plan Compliance:**

The project site has been designated by the Comprehensive Plan as Institutional Mixed Use is a category that includes hospitals, governmental campuses, educational institutions, and other public and semipublic uses. Supporting land uses include medical offices, lodging, restaurants, dormitories, and multi-family residential. The proposed high-density residential is considered a supporting land use for the medical and professional campus located north.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:
☐ **Minimum lot size and area:**

- R-5 Zone District requires Six (6) or more family dwelling unit structures and other permitted uses shall have a minimum of eight thousand (8,000) square feet of lot area or one thousand (1,000) square feet per dwelling unit, whichever is greater and, if one (1) to three (3) habitable stories, shall provide at least twenty percent (20%) of the parcel in landscaped open space;
- The lot meets the minimum standards; Lot area is 515,452 sqft, and the 192 planned units meet the 1,000 sqft per dwelling unit requirement, without exceeding any lot coverage requirements.

☐ **Lot coverage:**

- The R-5 Zone District allow a maximum lot coverage of 50%.
- The proposed development does not exceed the 50% lot coverage maximum.

☐ **Maximum height:**

- The R-5 Zone District allows unlimited maximum building height, provided there are additional setbacks for structures over 35 feet in height.
- There are no proposed structures that exceed the maximum building height.

☐ **Setbacks:**

- The R-5 Zone District require the following setbacks:
 - Front: 25 feet
 - Side: 5 feet
 - Rear: 15 feet
- The proposed development will meet the required setbacks.

☐ **Conclusion:**

The property has the ability to comply with the proposed zone district.

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 affidavit for the applicant.

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 application states Cottages at Park West will provide 194 rental dwelling units within 97 duplex buildings, for a density of 16.4 DU/Acre. Four of the five building footprint types provided are one-story with two dwelling units side by side. The other building footprint is a two-story building with one unit on the first floor and one above on the second floor. The dwelling units range from 360 SF to 900 SF.

The Cottages at Park West site plan provides private roadway circulation and parking with a sidewalk network connecting to residential units, open space, and amenity areas.

A main private drive will loop around the site, connecting with one internal east-west drive. Parking spaces are provided throughout the site, adjoined to the private drives and connecting to pedestrian sidewalks. In addition to the 255 surface parking spaces, 36 spaces will be provided within enclosed garages. Some of the residential units face the drive isles while further internal to the site, residential buildings will be oriented facing a shared pedestrian greenway. This pedestrian greenway serves as a north-south spine of the site connecting amenities such as the clubhouse, playground, fenced dog park, and connection to the regional trail running along the Wildhorse Creek Tributary on the south end of the site.

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Comments – A tentative site plan was provided and meets the R-5 regulations

A statement of the proposed time schedule for beginning and completion of development.

Comments - No date was indicated.

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

Comments - The application did not indicate financial feasibility.**REFERRAL AGENCIES AND COMMENTS:**

- City Public Works – No Comment
- City Transportation – No Comment
- City Law Department – No Comment
- City Stormwater – No Comment
- Pueblo Regional Building Department – No Comment
- City Fire Department – No Comment
- City Wastewater – No Comment
- City Parks and Recreation Department – No Comment
- Xcel Energy – No Comment
- Black Hills Energy – No Comment
- CDOT – No Comment

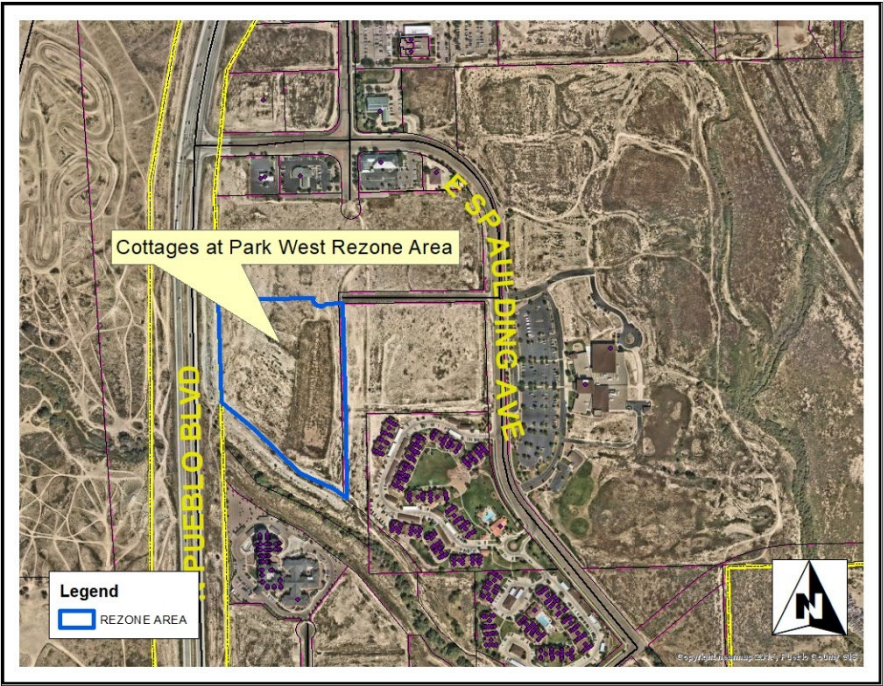
RECOMMENDED ACTION:

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

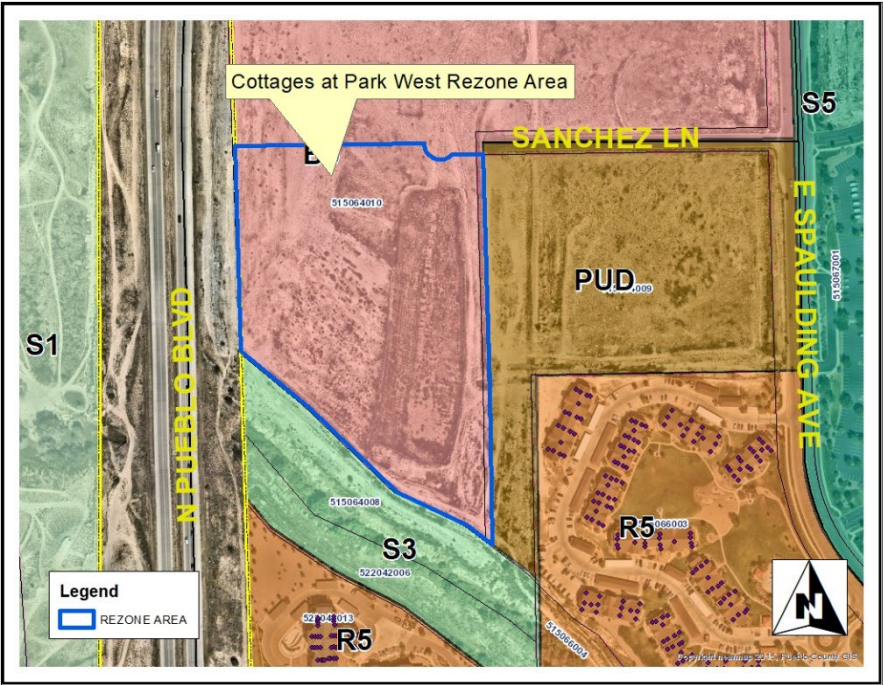
ATTACHMENTS:

- A. Aerial Map**
- B. Zoning Map**
- C. Comprehensive Plan Map**
- D. Site Photographs**
- E. Rezoning Exhibit**
- F. Tentative Site Plan**
- G. Qwanzo Master Plan**
- H. Application**

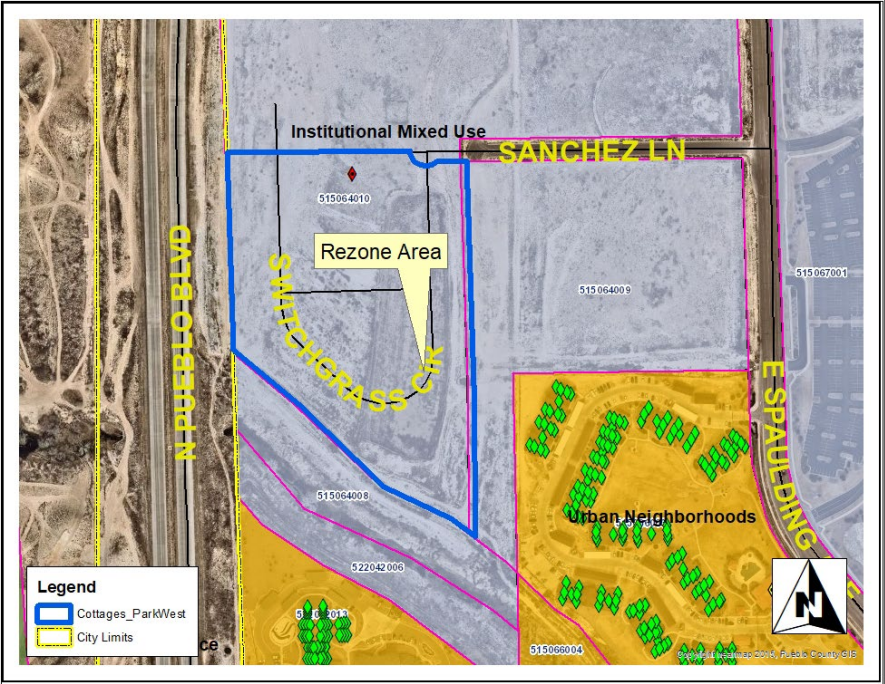
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



D. Site Photos

Picture from Sanchez Lane facing South



Matrix Design Group, Inc.
2435 Research Parkway, Suite 300
Colorado Springs, CO 80920
O 719.575.0100
F 719.575.0208
matrixdesigngroup.com

EXHIBIT A COTTAGES AT PARK WEST - REZONE

A PORTION OF LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9, RECORDED OCTOBER 01, 2014 IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 1986430, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS BASED UPON A PORTION OF THE CENTERLINE OF SPAULDING AVENUE, AS DEDICATED ON THE PLAT OF PARK WEST BUSINESS CAMPUS, FILING NO. 2, RECORDED MARCH 11, 2004 IN SAID RECORDS UNDER RECEPTION NO. 1555457, BEING MONUMENTED ON THE BOTH ENDS BY A 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE, BEING ASSUMED TO BEAR NORTH 01°43'18" WEST A DISTANCE OF 1125.14 FEET;

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9;

THENCE ON THE EXTERIOR OF SAID LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9 THE FOLLOWING (5) FIVE COURSES:

1. THENCE NORTH 53°04'55" WEST A DISTANCE OF 81.17 FEET;
2. THENCE NORTH 64°47'27" WEST A DISTANCE OF 200.34 FEET;
3. THENCE NORTH 46°10'53" WEST A DISTANCE OF 326.56 FEET;
4. THENCE NORTH 50°25'33" WEST A DISTANCE OF 220.61 FEET;
5. THENCE NORTH 01°45'08" WEST A DISTANCE OF 532.08 FEET;

THENCE NORTH 89°12'05" EAST A DISTANCE OF 491.17 FEET TO A 42.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 89°12'05" EAST;

THENCE EASTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 134°24'55", AN ARC DISTANCE OF 98.53 FEET;

THENCE NORTH 89°12'05" EAST A DISTANCE OF 81.84 FEET TO SAID EXTERIOR;

THENCE ON SAID EXTERIOR THE FOLLOWING (2) TWO COURSES:

1. THENCE SOUTH 01°43'18" EAST A DISTANCE OF 573.35 FEET;
2. THENCE SOUTH 00°47'55" EAST A DISTANCE OF 438.50 FEET TO THE **POINT OF BEGINNING**

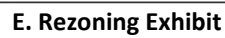
THE ABOVE PARCEL DESCRIPTION CONTAINS A CALCULATED AREA OF 515,453 SQUARE FEET OR (11.83317 ACRES), MORE OR LESS.



PATRICK S. JERNIGAN, PLS 37042
PREPARED FOR AND ON BEHALF OF
MATRIX DESIGN GROUP, INC.
2435 RESEARCH PKWY, SUITE 300
COLORADO SPRINGS, CO 80920
PH. (719)575-0100

Anniston, AL | Atlanta, GA | Colorado Springs, CO | Denver, CO | Niceville, FL | Parsons, KS | Phoenix, AZ
Sacramento, CA | Tamuning, GUAM | Texarkana, TX | Washington, DC

S:\21.1028.003 Cottages at Park West\700 Survey\Legal Descriptions\ZONE CHANGE\Cottages at Park West Rezone.docx





G. Qwanzo Master Plan



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: Tom Cone		Name: Kelly Marshall			
	Company Qwanzo LLC		Company: Matrix Design Group			
	Address: 102 N Cascade Ave. Ste 250	Zip: 80903	Address: 2435 Research Blvd. Ste 300	Zip: 80920		
	Phone: ()		Phone: (719) 575-0100			
	Email: tomcone@oliverreg.com		Email: kelly.marshall@matrixdesigngroup.com			
	Engineer		Surveyor			
	Name: Nicole Schanel		Name: Robert Meadows			
	Company: Matrix Design Group		Company: Matrix Design Group			
	Address: 2435 Research Blvd. Ste 300	Zip: 80920	Address: 2435 Research Blvd. Ste 300	Zip: 80920		
Property Info	Phone: (719) 575-0100		Phone: (719) 575-0100			
	Email: nicole_schanel@matrixdesigngroup.com		Email: bob_meadows@matrixdesigngroup.com			
	The applicant will be the primary contact unless otherwise noted.					
Project Scope	Project Location: (address or general description) Southeast of N Pueblo Boulevard and E Spaulding Avenue					
	Parcel No(s): 515064010					
	Existing Zone: B-3		Proposed Zone (if applicable): R-5			
	PUD Name (if applicable):					
Project Scope	Project Name: Cottages at Park West					
	☐ 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: 2 Total acres: 28.35 AC					
	☐ Text Amendment					
	☐ Vacation: ☐ Street ☐ Alley ☐ Easement ☐ Other: _____					
	☒ Other: Zoning Amendment					

(Continue Next Page)

5/2020

(Continued from previous page)

Project Information	Provide a brief description of the proposed request: <u>See separate project statement</u>		
	What is the total acreage included in the project? <u>12.5 Acres</u>		
	What is the proposed use of the property? ☐ Commercial ☒ Multi-family ☐ Residential ☐ Industrial ☐ Other		
	Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☐ No		
	If yes, please list:		
Attachments	Attachment Checklist		
	The following list of attachments are required to accompany all applications: ☐ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. ☒ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us) ☐ C. Additional information as required by the P&Z Submittal Requirements Sheet .		
Terms	By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:		
	1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections. 2. There are no known hazards or vicious animals present on the subject property. 3. All information contained in this application, is true and accurate to the best of my knowledge. 4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application. 5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.		
Signatures	Property Owner		
	Print Name:	<u>Tom Cope</u>	
	Signature:		Date: <u>2-23-22</u>
	Applicant, if different from Property Owner		
Signatures	Print Name:	<u>Kelly Marshall</u>	
	Signature:		Date: <u>2-23-22</u>

Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

5/7/2020

H. Application

August 25, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Kelly Marshall, Matrix Design Group** for the approval of the following application(s) generally located East of Pueblo Blvd and South of E. Spaulding Ave.

Z-22-05 Rezone: Cottages at Park West, Parcel 515064010: approximately 28.35 acres from Highway and Arterial (B-3) Zone District to Multiple Residential and Office (R-5) Zone District.

S-22-03 Subdivision: Cottages at Park West, subdivision of 28.35 acres into 194 single-family and duplex residential lots.

SAP-22-01 Special Area Plan: Cottages at Park West. Requesting approval for a Special Area Plan to coincide with the Subdivision and Rezoning of approximately 28.35 acres.

The Planning and Zoning Commission meeting will be held on September 14, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director

Planning & Community Development

By **Bart Mikitowicz**, Senior Planner

(719) 553-2321

August 25, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Kelly Marshall, Matrix Design Group** for the approval of the following application(s) generally located East of Pueblo Blvd and South of E. Spaulding Ave.

Z-22-05 Rezone: Cottages at Park West, Parcel 515064010: approximately 28.35 acres from Highway and Arterial (B-3) Zone District to Multiple Residential and Office (R-5) Zone District.

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Scott Hobson, Acting Director

Planning & Community Development

By **Bart Mikitowicz**, Senior Planner

(719) 553-2321

CASE NUMBER Z-22-05

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at PARCEL 515064010 COTTAGES AT PARKWEST to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

6-27-22

(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 Zoning Map Amendment of the property located at PARCEL 515064010 COTTAGES AT PARKWEST, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

6-27-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
QWANZO LLC	102 N CASCADE AVE STE 250	COLORADO SPRING	CO	80903-1409
VILLAS AT PARK WEST LLC	1603 LBJ FWY STE 800	DALLAS	TX	75234-6061
PRO MANAGEMENT LLC	275 CAMINO DE LOS RANCHOS S	PUEBLO	CO	81007-2010
M W S H PUEBLO LLC	3425 BOONE RD SE	SALEM	OR	97317-9336
PARKER + SPAULDING LLC	3470 PARKER BLVD	PUEBLO	CO	81008-2280
BANFF HOLDINGS LLC	3530 E SPAULDING AVE	PUEBLO	CO	81008-2209
PARKVIEW MEDICAL CENTER INC	400 W 16TH ST	PUEBLO	CO	81003-2745
SPANISH PEAKS ASSET MANAGEM	41 MONTEBELLO RD STE 200	PUEBLO	CO	81001-1366
Y M C A COMMUNITY CAMPUS LI	700 N ALBANY AVE	PUEBLO	CO	81003-4126
ENT FEDERAL CREDIT UNION	7250 CAMPUS DR	COLORADO SPRING	CO	80920-6517
CITY OF PUEBLO A MUNICIPAL CO	PO BOX 1427	PUEBLO	CO	81002-1427
V I P HEALTH CARD LLC	PO BOX 7887	PUEBLO WEST	CO	81007-0887



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

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 COTTAGES AT PARK WEST SPECIAL AREA PLAN

SUMMARY:

This Ordinance creates a Special Area Plan consisting of 11.83 acres.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to rezone 11.83 acres at the southern portion of Lot 2, Block 1 Park West Business Campus Filing No. 9 and is also requesting to re-subdivide 28.35 acres of the property for future development.

BACKGROUND:

The Cottages at Park West, A Special Area Plan, is a proposed 11.83-acre residential development located in Lot 1 of the Cottages at Park West, Subdivision. The applicant wishes to create a unique residential development consisting of 97 rentable duplexes all on a single R-5 zoned lot. The duplex units will be accessed from private drives and include common open space and recreation amenities for residents. Lot 1 of the Cottages at Park West Subdivision dedicates an 18-foot western extension of Sanchez Lane, that terminates in a cul-de-sac. Sanchez Lane continues west as a private street with a roundabout constructed at the terminus. Private drive, Switchgrass Circle will intersect with Sanchez Lane and provide internal circulation and access to the individual dwelling units. Private drive, Blue Avena Lane will provide an east/west connection within the development.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their October 12, 2022 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, a Special Area Plan will not be created.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. SAP-22-01 Attachments

ORDINANCE NO. 10475

AN ORDINANCE APPROVING THE COTTAGES AT PARK
WEST SPECIAL AREA PLAN

WHEREAS, a request for a Special Area Plan for Cottages at Park West, A Special Area Plan, has been submitted to the Planning and Zoning Commission for approval pursuant to Section 17-4-29 of the Pueblo Municipal Code, and,

WHEREAS, the Planning and Zoning Commission after a public hearing found and determined the objectives and requirements of said Section 17-4-29 can and will be met, and,

WHEREAS, the Planning and Zoning Commission has recommended the approval of the Special Area Plan for Cottages at Park West, A Special Area Plan, NOW, THEREFORE,

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

SECTION 1.

The Special Area Plan for:

LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9, RECORDED OCTOBER 01, 2014 IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 1986430, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO. CONTAINING A PLATED AREA OF 1,235,099 SQUARE FEET OR (28.35397 ACRES).

attached hereto, is hereby approved.

SECTION 2.

The Cottages at Park West Special Area Plan is approved without conditions.

SECTION 3.

This Ordinance shall become effective immediately upon final passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 22, 2023.

Final adoption of Ordinance by City Council on June 12, 2023.



President of City Council

Action by the Mayor:

☒ Approved on June 14, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST



City Clerk

COTTAGES AT PARK WEST, A SPECIAL AREA PLAN

LOT 1 OF COTTAGES AT PARK WEST, A SPECIAL AREA PLAN

OWNER:

THE AFOREMENTIONED, COTTAGES AT PARK WEST, LLC, A COLORADO LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2023 A.D.

BRYAN KNIEP, MANAGER OF COTTAGES AT PARK WEST, LLC

STATE OF COLORADO)
COUNTY OF PUEBLO)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2023, A.D., BY BRYAN KNIEP, MANAGER OF COTTAGES AT PARK WEST, LLC

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

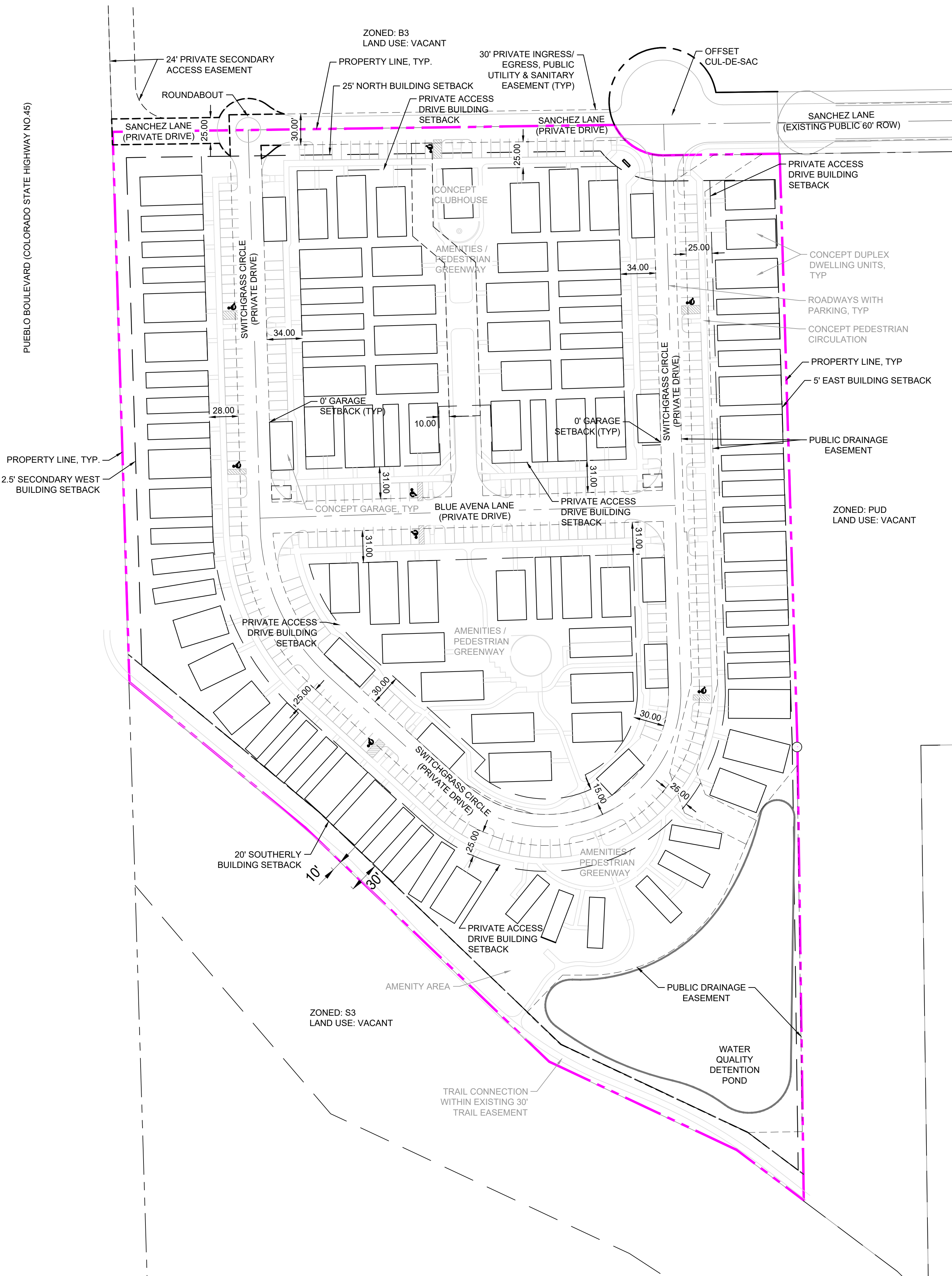
ADDRESS

GENERAL NOTES

- THIS SPECIAL AREA PLAN IS FOR ONE LOT CONTAINING MULTIPLE DUPLEX RESIDENTIAL PRE-MANUFACTURED STRUCTURES SET ON PERMANENT FOUNDATIONS. THE PROPOSED USE OF MULTIFAMILY RESIDENTIAL IN THIS BUILDING CONFIGURATION BEST MATCHES ZONE OF R-5.
- REQUIRED PARKING FOR DUPLEX RESIDENTIAL STRUCTURES IS 1.0 SPACE PER DWELLING UNIT. THIS SPECIAL AREA PLAN PROVIDES PARKING AT 1.5 SPACES PER UNIT THAT WOULD BE MORE SUITABLE FOR MULTIFAMILY RESIDENTIAL PROJECTS.
- PRIVATE INTERNAL STREETS ARE BUILT TO PRIVATE ROADWAY STANDARDS THAT ARE CONFIGURED WITH PARKING SPACES TO SERVE THE RESIDENTIAL UNITS.
- THE COTTAGES AT PARK WEST SUBDIVISION PLAT RECORDED CONTEMPORANEOUSLY HEREWITH CREATED A 24' PRIVATE SECONDARY ACCESS EASEMENT UPON THE PARCEL TO THE NORTH OF THE SITE (LOT 2, COTTAGES AT PARK WEST SUBDIVISION) FOR SECONDARY ACCESS ONLY. THE EXACT LOCATION OF SUCH 24' SECONDARY ACCESS EASEMENT MAY BE MODIFIED IN CONNECTION WITH FUTURE DEVELOPMENT OF SUCH PARCEL. UNTIL SUCH PARCEL IS DEVELOPED, GATES ON BOTH ENDS OF THE 24' PRIVATE SECONDARY ACCESS EASEMENT AND THE ROAD BASE WILL MEET FIRE ACCESS REQUIREMENTS. THE OWNERS OF THE TWO LOTS WILL ENTER INTO A MUTUAL ACCESS EASEMENT AND MAINTENANCE AGREEMENT TO ADDRESS THESE ISSUES.
- THE GRAPHIC SITE LAYOUT SHOWN ON THIS PLAN ARE INTENDED TO DEPICT GENERAL LOCATIONS AND ILLUSTRATE DESIGN CONCEPTS. VARIATIONS IN ROAD ALIGNMENT, LOT SIZE AND SHAPE, AND EASEMENT LOCATIONS CANNOT VARY. INDIVIDUAL BUILDING FOOTPRINTS MAY VARY, AS LONG AS SETBACK ARE MET AND THE STRUCTURES ARE NOT IN A RIGHT OF WAY OR EASEMENT.
- SITE PLAN REVIEW WORKSHEETS FOR LAND USE, LIGHTING, LANDSCAPE, AND ARCHITECTURE SHALL BE REVIEWED WITH PART II SUBDIVISION CONSTRUCTION DOCUMENT SUBMITTALS.
- NO ACCESS TO THE SUBJECT SITE IS ALLOWED FROM COLORADO STATE HIGHWAY 45 (PUEBLO BOULEVARD)
- LANDSCAPE WILL BE PROVIDED AS REQUIRED PER PUEBLO CODE OF ORDINANCES SEC 17-4-7 LANDSCAPE PERFORMANCE STANDARD. ONE TREE PER 30' OF PUBLIC ROW FRONTAGE ON SANCHEZ LANE AND PUEBLO BOULEVARD WILL BE PROVIDED ADJACENT TO THE ROW. ONE SHADE TREE WILL BE PROVIDED IN EACH PARKING ISLAND WHERE UTILITIES ARE NOT A CONFLICT. ONE TREE PER 1000 SF OF REQUIRED OPEN SPACE AREA SHALL BE PROVIDED. THE SPECIAL AREA PLAN WILL ALLOW FOR LARGER ORNAMENTAL TREES AND ADDITIONAL SHRUB COVERAGE AS AN ALTERNATIVE TO 50% MAXIMUM ALLOWANCE OF TREES PROVIDED AS ORNAMENTAL OR EVERGREEN. A 6' OPAQUE FENCE WILL BE PROVIDED ON THE PROPERTY LINE AT THE ROW OF PUEBLO BOULEVARD.
- LANDSCAPING AND BUFFERING REQUIREMENTS MAY BE MODIFIED DURING THE COMMERCIAL REVIEW PROCESS TO RECONCILE FUTURE ENCROACHMENT AND TRAIL ACCESS ISSUES.
- ALL BUILDINGS SHALL HAVE A MINIMUM SEPARATION OF 10 FEET.
- PRIVATE STORM MAINTENANCE ACCESS EASEMENTS WILL BE PROVIDED BY SEPARATE INSTRUMENT.

MAINTENANCE NOTES

- ALL ROADWAYS, DRIVE AISLES AND SIDEWALKS UPON LOT 1 (BEYOND THE TERMINUS OF SANCHEZ LANE, A PUBLIC RIGHT OF WAY) ARE PRIVATE ROADWAYS, DRIVE AISLES AND SIDEWALKS. THE CORPORATION, LLC OR OTHER ENTITY COMPOSED OF THE OWNER OR OWNERS OF LOT 1 SHALL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF THE PRIVATE STREETS, DRIVE AISLES, PARKING AREAS, CURBS AND GUTTERS, SIDEWALKS, LANDSCAPE AREAS, AND OPEN-SPACE AREAS UPON LOT 1, AS WELL AS ALL PRIVATE UTILITIES ON LOT 1 TO INCLUDE WATER SERVICE LINES, SANITARY SEWER SERVICE LINES AND STORM SEWER LINES, AS WELL AS THE PUBLIC DRAINAGE EASEMENTS LOCATED UPON LOT 1.
- THE OWNER OF LOT 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SANCHEZ LANE (PRIVATE DRIVE) LOCATED UPON LOTS 1 AND 2, AND THE 24' PRIVATE SECONDARY ACCESS EASEMENT LOCATED UPON LOT 2, PURSUANT TO THE TERMS OF A SEPARATE MUTUAL ACCESS EASEMENT AND MAINTENANCE AGREEMENT BETWEEN THE OWNERS OF LOT 1 AND LOT 2.

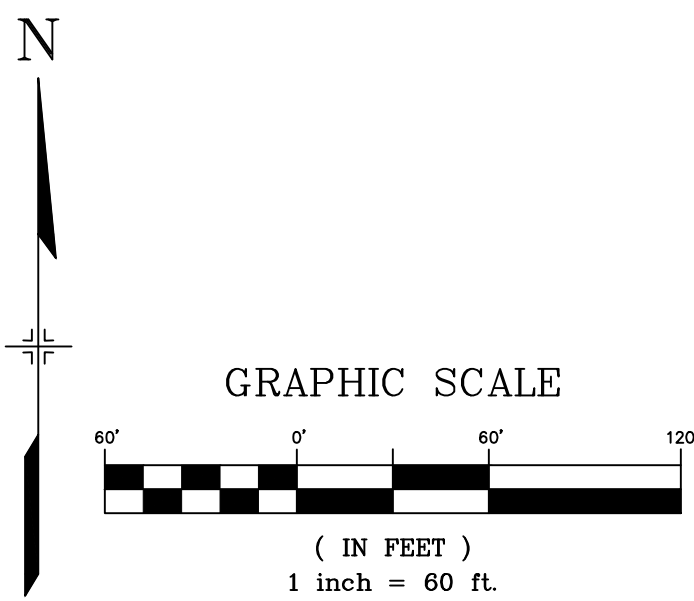


SUMMARY DATA

ZONING	R-5
PROPOSED LAND USE	MULTIFAMILY RESIDENTIAL
LOT SIZE	515,453 SF
MAXIMUM DWELLING UNITS PER ZONE DISTRICT ALLOWED	515,453 SF/ (4000SF/2 UNITS) = 257 DU
PROPOSED DWELLING UNITS	194
PROPOSED NET DENSITY	16.4 DU/AC
BUILDING SETBACKS	SEE PLAN
REQUIRED PARKING (MULTIFAMILY)	1.5 SPACES PER DWELLING UNIT = 291
PROPOSED PARKING	345 TOTAL (337 REGULAR / 8 HANDICAP)

SETBACK/EASEMENT LEGEND

- FRONT/SIDE/REAR BUILDING SETBACK
- PRIVATE ACCESS DRIVE BUILDING SETBACK
- EASEMENT: REFER TO COTTAGES AT PARK WEST SUBDIVISION PLAT



SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY STATES AND DECLARES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS RESPONSIBLE CHARGE AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND, AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 2016, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

FOR COMMENT

PATRICK S. JERNIGAN, PLS 37042
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.

PROJECT TEAM

OWNER
QWANZO LLC
102 N CASCADE AVE STE 250
COLORADO SPRINGS, CO 80903

APPLICANT
MATRIX DESIGN GROUP
2435 RESEARCH PKWY STE 300
COLORADO SPRINGS, CO 80920
PHONE: (719)575-0100

CIVIL ENGINEER
MATRIX DESIGN GROUP
2435 RESEARCH PKWY STE 300
COLORADO SPRINGS, CO 80920
PHONE: (719)575-0100

DEVELOPER
GOODWIN KNIGHT
8605 EXPLORER DRIVE, STE 250
COLORADO SPRINGS, CO 80920
(719) 598-5190

LANDSCAPE ARCHITECT
MATRIX DESIGN GROUP
2435 RESEARCH PKWY STE 300
COLORADO SPRINGS, CO 80920
PHONE: (719)575-0100

ARCHITECT
GODDEN SUDIK
5975 SOUTH QUEBEC STREET STE 200
CENTENNIAL, CO 80111
PHONE: (303)455-4437

PREPARED BY:



COTTAGES AT PARK WEST, A SPECIAL AREA PLAN

DRAWN BY: PSJ
CHECKED BY: BLM

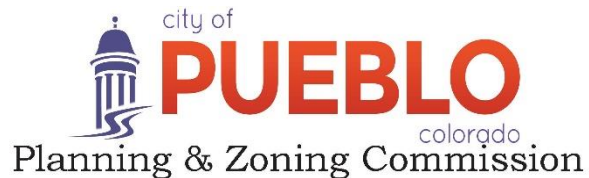
SCALE
1"=60'

DATE ISSUED: DEC. 07, 2022
SHEET 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, October 12, 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.

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

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; Bart Mikitowicz, Sr. Planner, and Joe Martellaro, Associate Engineer II.

APPROVAL OF THE AGENDA: Spinuzzi moved to approve the October 12, 2022, agenda Commission Public Hearing. Motion was seconded by Aznar. Motion passed 6-0, (Bailey Absent)

PUBLIC HEARING AND ACTION

REGULAR AGENDA

1c. SAP-22-01 **Special Area Plan:** Cottages at Park West. Requesting approval for a Special Area Plan to coincide with the Subdivision and Rezoning of approximately 28.35 acres generally located East of Pueblo Blvd and South of E. Spaulding Ave. Staff report by Bart Mikitowicz, Senior Planner. *Continued from the September 14, 2022, hearing.*

Public Hearing:

- Applicant, Nichole Schanel, Matrix Design Group, testified in support of the application.

Commission Action: Bailey moved to recommend approval to City Council with one staff condition noted in the staff report. Second by Aznar.

Motion Passed: 7-0



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-22-03 Cottages at Park West, A Special Area Plan
SAP-22-01 Cottages at Park West, A Special Area Plan

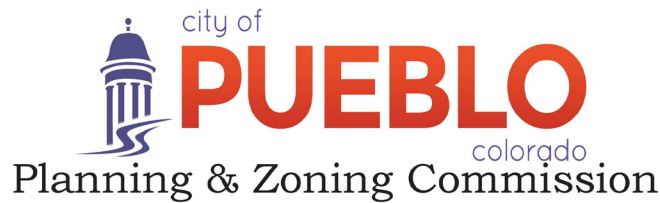
DATE: March 15, 2023

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

SAP-22-01

TO: City of Pueblo, Planning and Zoning Commission

FROM: Bart Mikitowicz, Senior Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: October 12, 2022

SUBJECT: **LOT 2 BLK 1 PARK WEST BUSINESS CAMPUS FILING NO 9 FORMERLY #05-150-64-007**, The Cottages at Park West, a Special Area Plan

APPLICANT: **Kelly Marshall, Matrix Design Group**

PROPERTY OWNER: **Tom Cone, Qwanzo LLC**

LOCATION: East of Pueblo Blvd and South of E. Spaulding Ave

EXISTING ZONE: **Highway and Arterial (B-3) Zone District**

CONCURRENT REQUESTS: Z-22-05 Rezoning B-3 to R-5, S-22-03 Cottages at Park West Subdivision, A Special Area Plan

REQUEST:

Approval of a Special Area Plan for Lot 1 of Cottages at Park West, consisting of 11.83 acres.

ANALYSIS:

The Cottages at Park West, A Special Area Plan, is a proposed 11.83-acre residential development located in Lot 1 of the Cottages at Park West, Subdivision. The applicant wishes to create a unique residential development consisting of 97 rentable duplexes all on a single R-5 zoned lot. The duplex units will be accessed from private drives and include common open space and recreation amenities for residents. Lot 1 of the Cottages at Park West Subdivision dedicates an 18-foot western extension of Sanchez Lane, that terminates in a cul-de-sac. Sanchez Lane continues west as a private street with a roundabout constructed at the terminus. Private drive, Switchgrass Circle will intersect with Sanchez Lane and provide internal circulation and access to the individual dwelling units. Private drive, Blue Avena Lane will provide an east/west connection within the development.

CHARACTER AND COMPATIBILITY:

☐ **Site Character:**

The subject property is flat, unimproved land with native grasses.

☐ **Neighborhood Compatibility:**

North	B-3, Highway and Arterial Business District, unimproved land
East	PUD, Spanish Peaks Health and Wellness Center Planned Unit Development, unimproved
	R-5, Villas at Park West multifamily residential

South	S-3 Floodplain District, Arroyo
	R-5, Bonaventure of Pueblo, Senior multifamily residential
West	S-1 Government Use District, Honor Farm open space

❑ **Comprehensive Plan Compliance:**

The project site has been designated by the Comprehensive Plan as an Institutional Mixed Use land use category that includes uses such as hospitals, governmental campuses, educational institutions, and other public and semipublic uses. Supporting land uses include medical offices, lodging, restaurants, dormitories, and multi-family residential. The proposed high-density residential is considered a supporting land use for the medical and professional campus located north.

ABILITY TO COMPLY WITH PROPOSED ZONE DISTRICT:

- ❑ Lot 1, Cottages at Park West, is 11.83 acres and has a 532.48-foot lot width exceeding the R-5, Zone District lot area and dimension regulations.

OBJECTIVES AND REQUIREMENTS OF SPECIAL AREA PLANS

1. If residential, the overall net density of the area so planned, exclusive of the street rights-of-way, shall not be greater than if each individual parcel were built with a lot size conforming to the requirements of the zone district.

- ❑ Comments Affirmative finding, Cottages at Park West proposes 16.4 dwelling units per acre. The Pueblo Regional Comprehensive Plan, 2022, states that multifamily residential is a supporting land use in the Intuitionl Mixed-Use land use areas and allows for variable densities.

2. The plan shall provide for the use and continuous maintenance of any remaining open space as well as only land common to all properties or controlled by a corporation or homeowners association composed of all present and future owners of all property within the proposed development and provision is made for the recording of such with each deed. Any land dedicated to public use and formally accepted by City Council need not be maintained by such corporation or homeowners' association.

- ❑ Comments Affirmative finding, the proposed Special Area Plan includes provisions for common open space surrounding the individual duplex units, a playground, pedestrian amenities, and a clubhouse. According to the SAP, Cottages at Park West LLC or their assigns shall be responsible for maintenance of private roadways, landscape areas, and all private utilities.

3. The plan may provide for exceptions to minimum setback and lot width and depth requirements for each building if such can reasonably be made so that the public health, safety, and general welfare will be protected.

- ❑ Comments Not applicable, the plan provides for setbacks along the north, west, south, and east property lines. The setbacks meet or exceed the setbacks required by the R-5 Zone District. The lot width and area requirements exceed those required by the R-5 Zone District. According to the preliminary site plan there will be a 10-foot separation between each duplex structure.

4. The plan shall provide that all setbacks on the periphery of the area shall not be less than those required for the zone district in which the building complex is located provided, however, that front setback requirements on interior streets or service drives may be changed.

❑ Comments Affirmative finding, the setbacks for north, west, south, and east property lines meet the R-5 Zone District standard setback depth.
 North, adjacent to Sanchez Lane: 25-feet
 East, adjacent to unimproved Spanish Peaks Health and Wellness Center PUD: 5-feet
 South, adjacent to arroyo, zoned S-3, Flood Plain District, proposed 15-foot setback that must be amended to 20-feet to accommodate the recreational trail easement.
 West, adjacent to N. Pueblo Blvd., 12.5 feet

5. The plan shall be in accordance with Pueblo's Comprehensive Plan and shall provide appropriate conditions and safeguards in harmony with the general purpose and intent of this Title.

❑ Comments Affirmative finding, the project site has been designated by the Comprehensive Plan as an Institutional Mixed Use land use category that includes uses such as hospitals, governmental campuses, educational institutions, and other public and semipublic uses. Supporting land uses include medical offices, lodging, restaurants, dormitories, and multi-family residential. The proposed high-density residential is considered a supporting land use for the medical and professional campus located north.

6. The plan shall provide the area property with adequate access to transportation; water supply, waste disposal, fire and police protection, and other needed public facilities and services in accordance with the approved subdivision plat.

❑ Comments Affirmative finding, three private drives will provide internal circulation and building access within the proposed Cottages development. Private Sanchez Lane and Blue Avena Lane will provide east/west connections and circulation. Private Switchgrass Circle will intersect with Sanchez and Blue Avena Lane providing circulation and access heading north and south through the development. A 24-foot secondary access easement is dedicated on the Cottages at Park West Subdivision, connecting Parker Blvd. to Private Sanchez Lane. All utilities will be placed within the private drives.

7. The street plan shall be in conformity with the most recently adopted major street plan known as the Pueblo Area Transportation System Plan. The street plan, including interior circulation for the special area plan, shall be designed so that no undue traffic congestion or unnecessary traffic hazards will be created in the special area plan or in any adjoining neighborhood.

❑ Comments The Cottages at Park West development does not include future extensions of any arterial or collector roadways identified in the Pueblo Area Transportation System Plan. Interior private roadways

and the secondary access through Lot 2 will ensure no undue traffic congestion or hazards will occur.

8. The plan shall provide traffic access ways, interior circulation ways and parking and loading spaces as required for the zone district in which the land is located.
 - ❑ Comments Affirmative Finding, the SAP provides 1.5 parking spaces per dwelling unit and visually depicts the location of parking on the plat. The municipal code requires 1.5 parking spaces per dwelling unit for multifamily residential developments; therefore, the plan meets all parking requirements.
9. The Plan shall be designed so that there will not be a substantially adverse effect upon the character of the neighborhood or upon adjacent property or property values in the area.
 - ❑ Comments Affirmative Finding, the proposed Cottages at Park West is a unique multifamily residential development that consists of 97 duplex structures that will be leased to tenants. The proposed development is bordered by two multifamily developments, Bonaventure of Pueblo is a senior multifamily residential development located south of the Cottages site. The Villas at Park West multifamily residential is located to the east of the Cottages development.
10. The plan shall incorporate adequate safeguards, including but not limited to screening, fences, and landscaping to protect and maintain harmony with the surrounding area.
 - ❑ Comments Affirmative finding, the SAP states that landscape will be provided and maintained by the Cottages at Park West LLC or assigns. The preliminary site plan shows a vinyl privacy fence and landscape buffer along the western property line and a split rail cedar fence and landscaping along the eastern and southern property lines. It may be necessary to amend the landscaping and fencing plan along the southern property line to accommodate the recreation and trail easement at the time of building permit review. Because the southern property line is adjacent to an arroyo, it may not be necessary to have extensive landscaping and buffering in that location.
11. The plan shall provide the development sequence of the land within the plan if development is to be done in phases. Subdivision plats shall be submitted for the land proposed to be developed in the same development.
 - ❑ Comments Not Applicable, the development will be constructed in one phase.
12. The plan shall provide the location and dimensions of all existing and proposed buildings, structures, rights-of-way, easements, and improvements.
 - ❑ Comments Not Applicable, the project area is flat unimproved prairie grasses

RECOMMENDED MOTION:

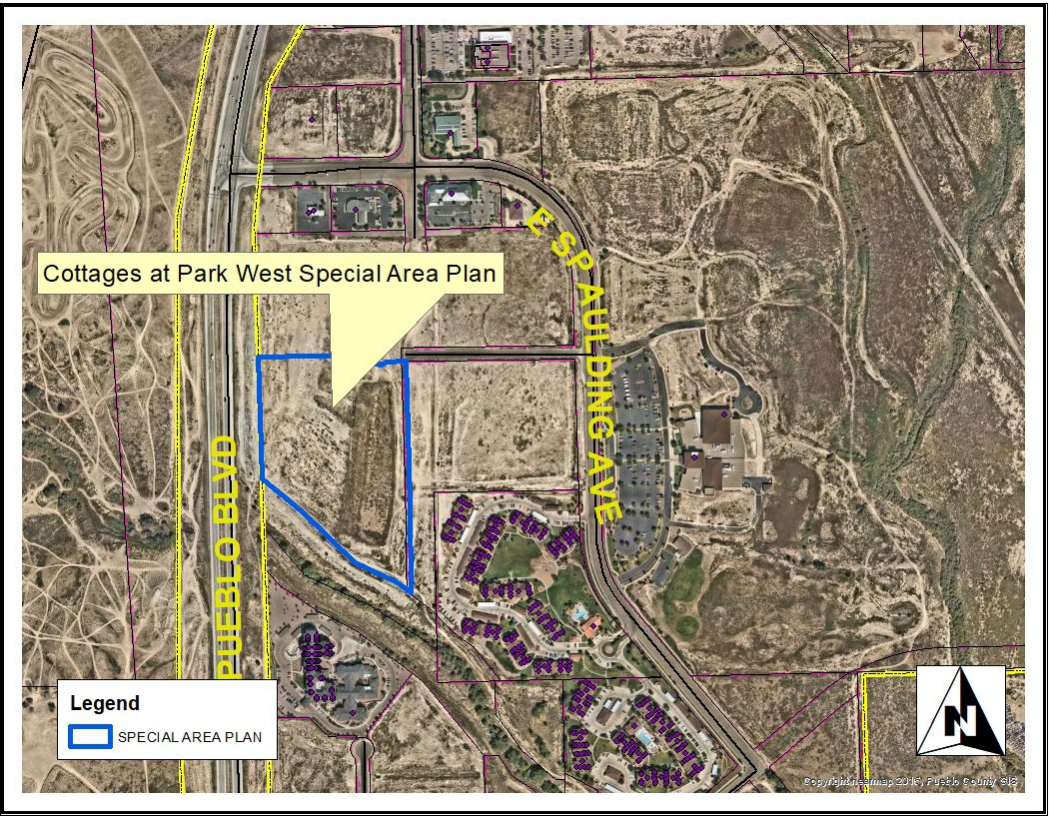
Staff recommends the Planning and Zoning Commission forward a recommendation that the requested Special Area Plan be Approved with the following conditions. All conditions must be addressed prior to City Council review and approval:

Conditions of Approval:	1. Amend the Special Area Plan Dedication maintenance note number 3 to read "The secondary private access connecting through adjacent property will remain under ownership of the property in which it lies and maintained by a corporation or homeowners association composed of all present or future owner(s) of all property within the proposed development."
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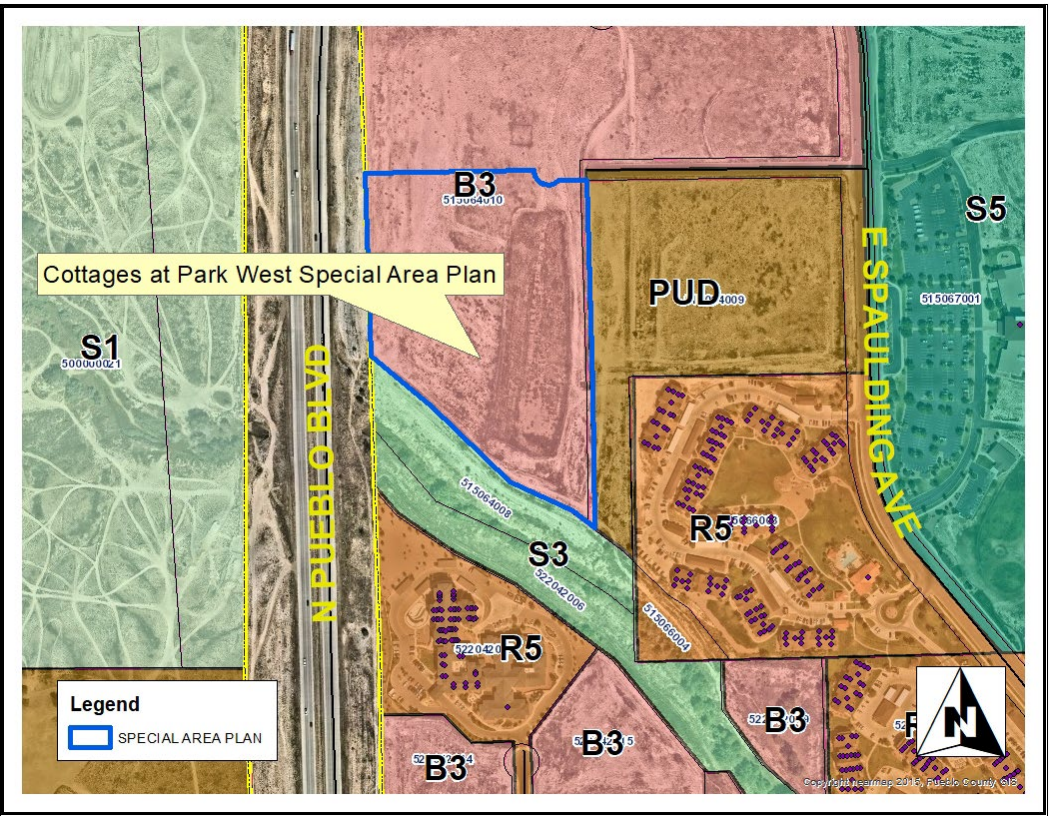
ATTACHMENTS:

- A. Vicinity Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Application
- F. Special Area Plan
- G. Preliminary site plan

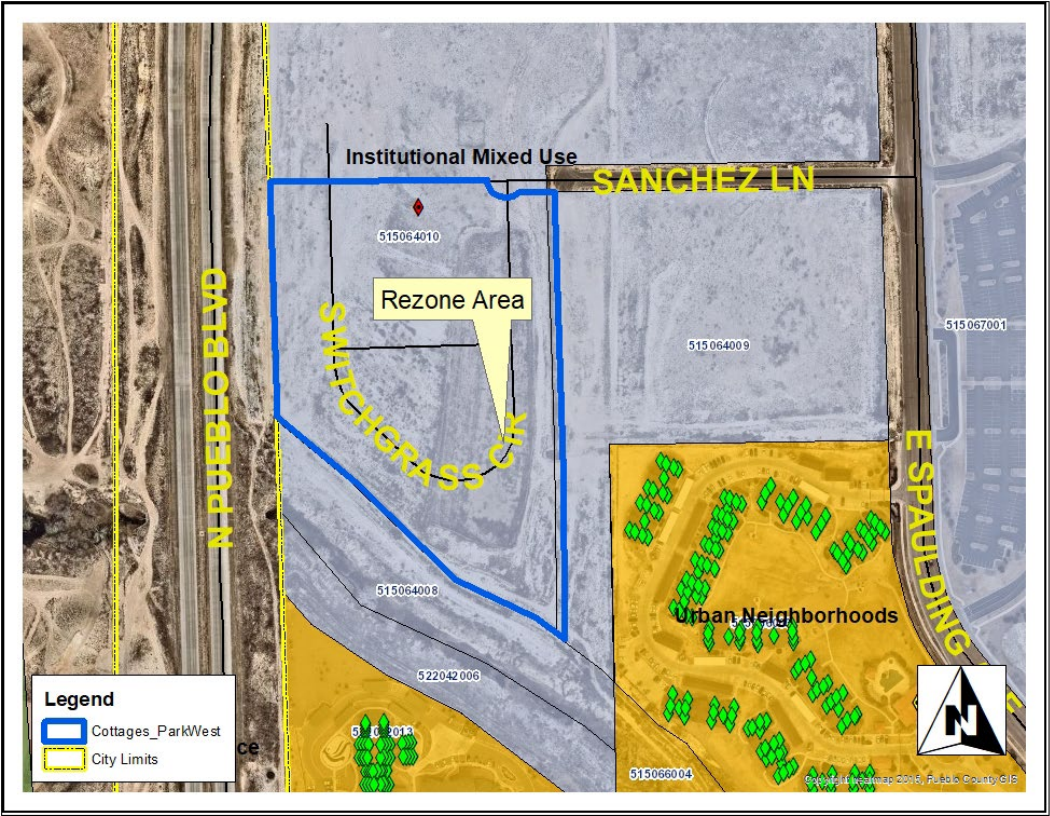
ATTACHMENT A: VICINITY MAP



ATTACHMENT B: ZONING MAP



ATTACHMENT C: COMPREHENSIVE PLAN MAP



ATTACHMENT D: SITE PHOTOS



Taken from Sanchez Lane Facing South



Taken from Sanchez Lane Facing West

ATTACHMENT E: APPLICATION



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: Tom Cone		Name: Kelly Marshall	
	Company Qwanzo LLC		Company: Matrix Design Group	
	Address: 102 N Cascade Ave. Ste 250	Zip: 80903	Address: 2435 Research Blvd. Ste 300	Zip: 80920
	Phone: ()		Phone: (719) 575-0100	
	Email: tomcone@oliverreg.com		Email: kelly.marshall@matrixdesigngroup.com	
	Engineer		Surveyor	
	Name: Nicole Schanel		Name: Robert Meadows	
	Company: Matrix Design Group		Company: Matrix Design Group	
	Address: 2435 Research Blvd. Ste 300		Zip: 80920	Address: 2435 Research Blvd. Ste 300
Phone: (719) 575-0100		Phone: (719) 575-0100		
Email: nicole_schanel@matrixdesigngroup.com		Email: bob_meadows@matrixdesigngroup.com		
The applicant will be the primary contact unless otherwise noted.				
Property Info	Project Location: (address or general description) Southeast of N Pueblo Boulevard and E Spaulding Avenue			
	Parcel No(s): 515064010			
	Existing Zone: B-3		Proposed Zone (if applicable): R-5	
	PUD Name (if applicable):			
Project Scope	Project Name: Cottages at Park West			
	☐ 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: 2 Total acres: 28.35 AC			
	☐ Text Amendment			
	☐ Vacation: ☐ Street ☐ Alley ☐ Easement ☐ Other: _____			
	☒ Other: Zoning Amendment			

(Continue Next Page)

p/2020

(Continued from previous page)

Project Information	Provide a brief description of the proposed request: <u>See separate project statement</u>	
	What is the total acreage included in the project? <u>12.5 Acres</u>	
	What is the proposed use of the property? ☐ Commercial ☒ Multi-family ☐ Residential ☐ Industrial ☐ Other	
	Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☐ No If yes, please list:	
Attachments	Attachment Checklist	
	The following list of attachments are required to accompany all applications: ☐ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. ☒ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us) ☐ C. Additional information as required by the P&Z Submittal Requirements Sheet .	
Terms	By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:	
	1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections. 2. There are no known hazards or vicious animals present on the subject property. 3. All information contained in this application, is true and accurate to the best of my knowledge. 4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application. 5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.	
Signatures	Property Owner	
	Print Name:	<u>Tom Cope</u>
	Signature:	<u>Thomas C Cope</u> Date: <u>2.23.22</u>
	Applicant, if different from Property Owner	
	Print Name:	<u>Kelly Marshall</u>
	Signature:	<u>Kelly Marshall</u> Date: <u>2-23-22</u>

Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

5/2020

COTTAGES AT PARK WEST, A SPECIAL AREA PLAN

LOT 1 OF COTTAGES AT PARK WEST, A SPECIAL AREA PLAN

OWNER:

THE AFOREMENTIONED, QWANZO, L.L.C., A COLORADO LIMITED LIABILITY COMPANY, BY OLIVE REAL ESTATE GROUP, INC., ITS MANAGER, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2022 A.D.

THOMAS C. CONE, MANAGER OF OLIVE REAL ESTATE GROUP, INC.

STATE OF COLORADO)
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, A.D., THOMAS C. CONE, MANAGER OF OLIVE REAL ESTATE GROUP, INC., MANAGER OF QWANZO, L.L.C.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

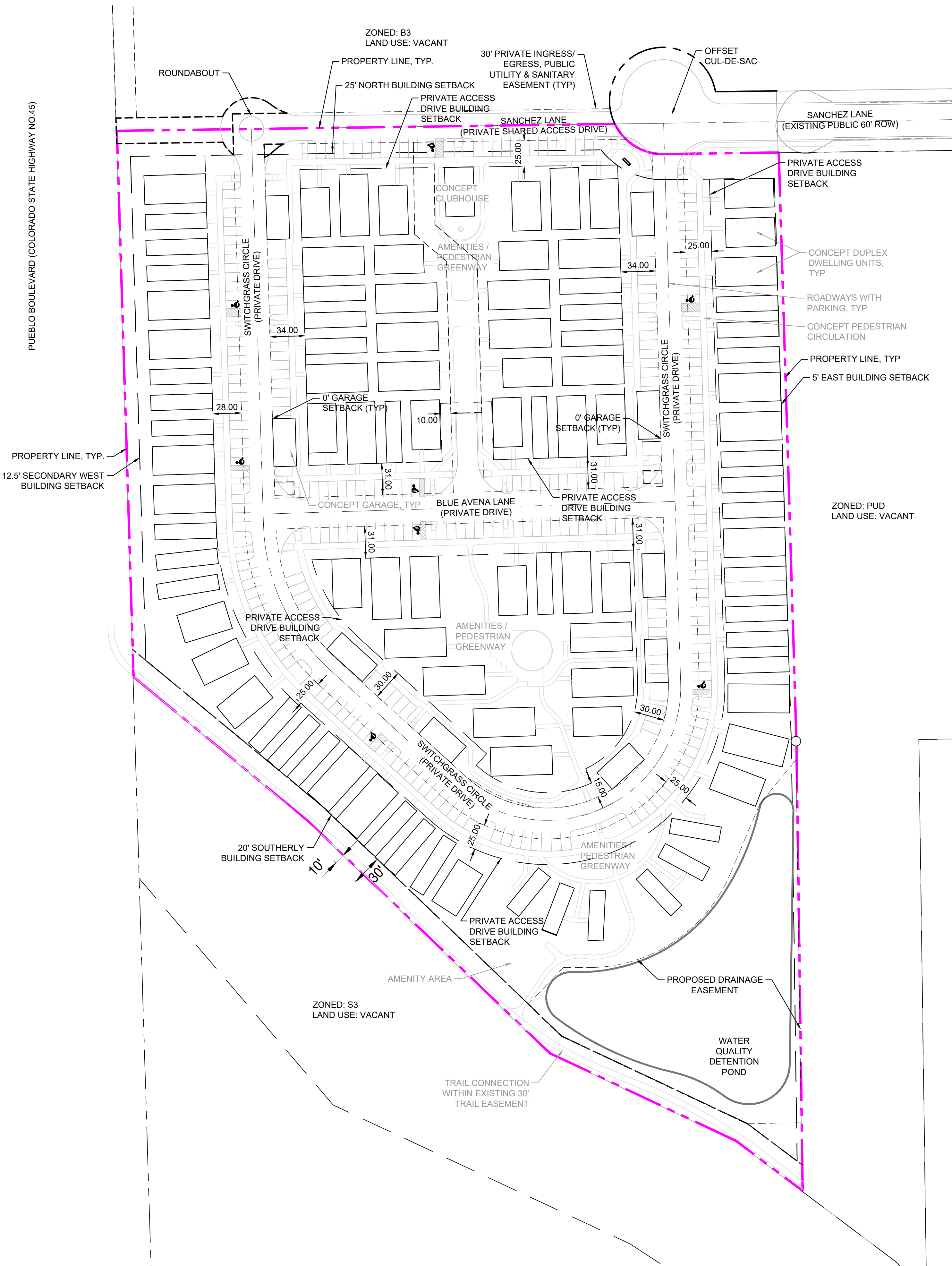
ADDRESS

GENERAL NOTES

- THIS SPECIAL AREA PLAN IS FOR ONE LOT CONTAINING MULTIPLE DUPLEX RESIDENTIAL PRE-MANUFACTURED STRUCTURES SET ON PERMANENT FOUNDATIONS. THE PROPOSED USE OF MULTIFAMILY RESIDENTIAL IN THIS BUILDING CONFIGURATION BEST MATCHES ZONE OF R-5.
- REQUIRED PARKING FOR DUPLEX RESIDENTIAL STRUCTURES IS 1.0 SPACE PER DWELLING UNIT. THIS SPECIAL AREA PLAN PROVIDES PARKING AT 1.5 SPACES PER UNIT THAT WOULD BE MORE SUITABLE FOR MULTIFAMILY RESIDENTIAL PROJECTS.
- PRIVATE INTERNAL STREETS ARE BUILT TO PRIVATE ROADWAY STANDARDS THAT ARE CONFIGURED WITH PARKING SPACES TO SERVE THE RESIDENTIAL UNITS.
- AN ACCESS EASEMENT IS PROVIDED ON THE REMAINING ADJACENT PARCEL TO THE NORTH OF THE SITE FOR SECONDARY ACCESS ONLY. GATES ON BOTH ENDS OF THE ROAD AND THE ROAD BASE WILL MEET FIRE ACCESS REQUIREMENTS.
- THE GRAPHIC SITE LAYOUT SHOWN ON THIS PLAN ARE INTENDED TO DEPICT GENERAL LOCATIONS AND ILLUSTRATE DESIGN CONCEPTS. VARIATIONS IN ROAD ALIGNMENT, LOT SIZE AND SHAPE, AND EASEMENT LOCATIONS CANNOT VARY. INDIVIDUAL BUILDING FOOTPRINTS MAY VARY, AS LONG AS SETBACK ARE MET AND THE STRUCTURES ARE NOT IN A RIGHT OF WAY OR EASEMENT.
- SITE PLAN REVIEW WORKSHEETS FOR LAND USE, LIGHTING, LANDSCAPE, AND ARCHITECTURE SHALL BE REVIEWED WITH PART II SUBDIVISION CONSTRUCTION DOCUMENT SUBMITTALS.
- NO ACCESS TO THE SUBJECT SITE IS ALLOWED FROM COLORADO STATE HIGHWAY 45 (PUEBLO BOULEVARD)
- LANDSCAPE WILL BE PROVIDED AS REQUIRED PER PUEBLO CODE OF ORDINANCES SEC 17-4-7 LANDSCAPE PERFORMANCE STANDARD. ONE TREE PER 30' OF PUBLIC ROW FRONTAGE ON SANCHEZ LANE AND PUEBLO BOULEVARD WILL BE PROVIDED ADJACENT TO THE ROW. ONE SHADE TREE WILL BE PROVIDED IN EACH PARKING ISLAND WHERE UTILITIES ARE NOT A CONFLICT. ONE TREE PER 1000 SF OF REQUIRED OPEN SPACE AREA SHALL BE PROVIDED. THE SPECIAL AREA PLAN WILL ALLOW FOR LARGER ORNAMENTAL TREES AND ADDITIONAL SHRUB COVERAGE AS AN ALTERNATIVE TO 50% MAXIMUM ALLOWANCE OF TREES PROVIDED AS ORNAMENTAL OR EVERGREEN. A 6' OPAQUE FENCE WILL BE PROVIDED ON THE PROPERTY LINE AT THE ROW OF PUEBLO BOULEVARD.
- LANDSCAPING AND BUFFERING REQUIREMENTS MAY BE MODIFIED DURING THE COMMERCIAL REVIEW PROCESS TO RECONCILE FUTURE ENCROACHMENT AND TRAIL ACCESS ISSUES.
- ALL BUILDINGS SHALL HAVE A MINIMUM SEPARATION OF 10 FEET.
- PRIVATE STORM MAINTENANCE ACCESS EASEMENTS WILL BE PROVIDED BY SEPARATE INSTRUMENT.

MAINTENANCE NOTES

- COTTAGES AT PARK WEST LLC OR THEIR ASSIGNS SHALL BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE ROADWAYS, LANDSCAPE AREAS, AND ALL PRIVATE UTILITIES TO INCLUDE WATER SERVICE LINES, SANITARY SEWER SERVICE LINES, STORM SEWER LINES, AND DRAINAGE FACILITIES PROVIDED WITHIN THE SPECIAL AREA PLAN.
- COTTAGES AT PARK WEST LLC OR THEIR ASSIGNS SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE SHARED ACCESS PRIVATE DRIVE ON THEIR PROPERTY.
- THE SECONDARY PRIVATE ACCESS CONNECTING THROUGH ADJACENT PROPERTY WILL REMAIN UNDER OWNERSHIP OF THE PROPERTY IN WHICH IT LIES AND MAINTAINED BY THE COTTAGES AT PARK WEST LLC OWNER, OR THEIR ASSIGNED.
- STREETS, CURBS AND GUTTERS AND SIDEWALKS LOCATED WITHIN PUBLIC IMPROVEMENT EASEMENTS AND PUBLIC RIGHT OF WAY SHOWN HEREON SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY COTTAGES AT PARK WEST LLC, A COLORADO LIMITED LIABILITY COMPANY.

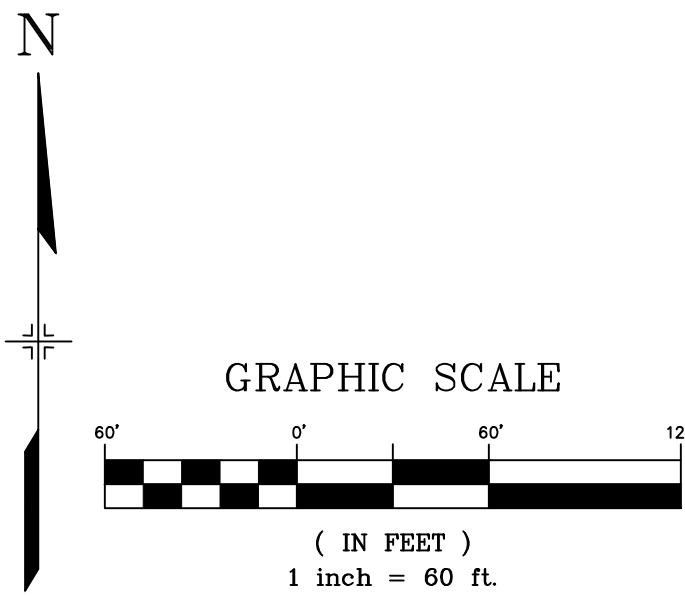


SUMMARY DATA

ZONING	R-5
PROPOSED LAND USE	MULTIFAMILY RESIDENTIAL
LOT SIZE	515,453 SF
MAXIMUM DWELLING UNITS PER ZONE DISTRICT ALLOWED	515,453 SF/ (4000SF/2 UNITS) = 257 DU
PROPOSED DWELLING UNITS	194
PROPOSED NET DENSITY	16.4 DU/AC
BUILDING SETBACKS	SEE PLAN
REQUIRED PARKING (MULTIFAMILY)	1.5 SPACES PER DWELLING UNIT = 291
PROPOSED PARKING	345 TOTAL (337 REGULAR / 8 HANDICAP)

SETBACK/EASEMENT LEGEND

- FRONT/SIDE/REAR BUILDING SETBACK
- PRIVATE ACCESS DRIVE BUILDING SETBACK
- EASEMENT: REFER TO COTTAGES AT PARK WEST SUBDIVISION PLAT



SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY STATES AND DECLARES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS RESPONSIBLE CHARGE AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND, AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 2016, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

FOR COMMENT

PATRICK S. JERNIGAN, PLS 37042
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.

PROJECT TEAM

OWNER
QWANZO LLC
102 N CASCADE AVE STE 250
COLORADO SPRINGS, CO 80903

APPLICANT
MATRIX DESIGN GROUP
2435 RESEARCH PKWY STE 300
COLORADO SPRINGS, CO 80920
PHONE: (719)575-0100

CIVIL ENGINEER
MATRIX DESIGN GROUP
2435 RESEARCH PKWY STE 300
COLORADO SPRINGS, CO 80920
PHONE: (719)575-0100

DEVELOPER
GOODWIN KNIGHT
8605 EXPLORER DRIVE, STE 250
COLORADO SPRINGS, CO 80920
(719) 598-5190

LANDSCAPE ARCHITECT
MATRIX DESIGN GROUP
2435 RESEARCH PKWY STE 300
COLORADO SPRINGS, CO 80920
PHONE: (719)575-0100

ARCHITECT
GODDEN SUDIK
5975 SOUTH QUEBEC STREET STE 200
CENTENNIAL, CO 80111
PHONE: (303)455-4437

PREPARED BY:



COTTAGES AT PARK WEST, A SPECIAL AREA PLAN

DRAWN BY: PSJ
CHECKED BY: BLM

SCALE
1"=60'

DATE ISSUED: SEP. 16, 2022
SHEET 1 OF 1

FILE LOCATION: S:\21.1028.003 COTTAGES AT PARK WEST\100 DWG\104 PLAN SETS\DEVELOPMENT PLANS\01 - OVERALL.DWG

LEGEND

	PROPERTY BOUNDARY
	EASEMENT
	BUILDING SETBACKS
	TYPE 1 2 UNITS SIDE BY SIDE 1 BED UNIT
	TYPE 2 2 UNITS SIDE BY SIDE 2 BED UNIT
	TYPE 4 2 UNITS SIDE BY SIDE STUDIO UNIT
	TYPE 5 2 UNITS LOWER AND UPPER 1 BED UNDER, 2 BED OVER
	GARAGES - 4 CAR
	TRASH ENCLOSURE

PUEBLO BOULEVARD (COLORADO STATE HIGHWAY NO 45)

PROPERTY LINE, TYP.

24' PRIVATE SECONDARY
ACCESS EASEMENT

ZONED: B3
LAND USE: VACANT

PROPERTY LINE, TYP.

SANCHEZ LANE (PRIVATE
SHARED ACCESS DRIVE)

OFFSET CUL-DE-SAC

SANCHEZ LANE
(PUBLIC 60' ROW)

CLUBHOUSE

AMENITIES /
PEDESTRIAN
GREENWAY

DUPLEX DWELLING
UNITS, TYP

PROPERTY LINE, TYP.

BLUE AVENA LANE
(PRIVATE DRIVE)

ZONED: PUD
LAND USE: VACANT

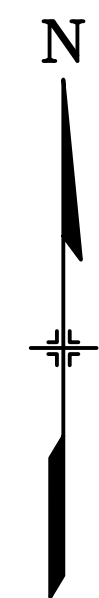
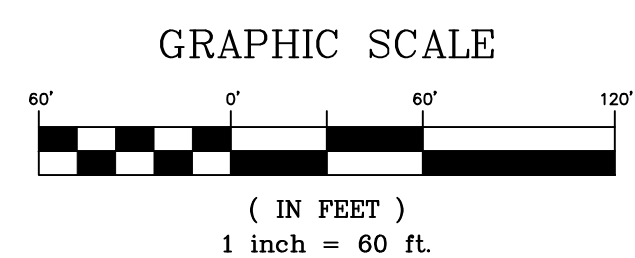
AMENITIES /
PEDESTRIAN
GREENWAY

SWITCHGRASS CIRCLE
(PRIVATE DRIVE)

AMENITIES /
PEDESTRIAN
GREENWAY

ZONED: S3
LAND USE: VACANT

WATER
QUALITY
DETENTION
POND



CONSULTANTS:
PLANNER/ LANDSCAPE ARCHITECT/ CIVIL ENGINEER:

2435 RESEARCH PARKWAY, SUITE 300
COLORADO SPRINGS, CO 80920
PHONE: (719) 575-0100
FAX: (719) 575-0208

OWNER/DEVELOPER:
GOODWIN KNIGHT
8605 EXPLORER DRIVE, SUITE 250
COLORADO SPRINGS, CO 80920
(719) 598-5190

APPROVAL:

SHEET KEY:

PROJECT:
**COTTAGES AT PARK WEST
PRELIMINARY SITE PLAN**

CITY OF PUEBLO, CO
SEPTEMBER 2022

REVISION HISTORY:

NO.	DATE	DESCRIPTION	BY

DRAWING INFORMATION:
PROJECT NO: 21.1028.003
DRAWN BY: RAD
CHECKED BY: KMM
APPROVED BY: NMS
SHEET TITLE:

**PRELIMINARY
SITE PLAN**

SP00

CITY FILE NO.:

August 25, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Kelly Marshall, Matrix Design Group** for the approval of the following application(s) generally located East of Pueblo Blvd and South of E. Spaulding Ave.

Z-22-05 Rezone: Cottages at Park West, Parcel 515064010: approximately 28.35 acres from Highway and Arterial (B-3) Zone District to Multiple Residential and Office (R-5) Zone District.

S-22-03 Subdivision: Cottages at Park West, subdivision of 28.35 acres into 194 single-family and duplex residential lots.

SAP-22-01 Special Area Plan: Cottages at Park West. Requesting approval for a Special Area Plan to coincide with the Subdivision and Rezoning of approximately 28.35 acres.

The Planning and Zoning Commission meeting will be held on September 14, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director

Planning & Community Development

By **Bart Mikitowicz**, Senior Planner

(719) 553-2321

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Scott Hobson, Acting Director

Planning & Community Development

By **Bart Mikitowicz**, Senior Planner

(719) 553-2321

CASE NUMBER: SAP-22-01

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Special Area Plan, Cottages at Park West of the property commonly known as Phase 1 of the Pueblo Country Club Overall Development Plan to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-4-29.

6-27-22

(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 special area plan of Cottages at Park West, A Special Area Plan, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

6-27-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
QWANZO LLC	102 N CASCADE AVE STE 250	COLORADO SPRING	CO	80903-1409
VILLAS AT PARK WEST LLC	1603 LBJ FWY STE 800	DALLAS	TX	75234-6061
PRO MANAGEMENT LLC	275 CAMINO DE LOS RANCHOS S	PUEBLO	CO	81007-2010
M W S H PUEBLO LLC	3425 BOONE RD SE	SALEM	OR	97317-9336
PARKER + SPAULDING LLC	3470 PARKER BLVD	PUEBLO	CO	81008-2280
BANFF HOLDINGS LLC	3530 E SPAULDING AVE	PUEBLO	CO	81008-2209
PARKVIEW MEDICAL CENTER INC	400 W 16TH ST	PUEBLO	CO	81003-2745
SPANISH PEAKS ASSET MANAGEM	41 MONTEBELLO RD STE 200	PUEBLO	CO	81001-1366
Y M C A COMMUNITY CAMPUS LI	700 N ALBANY AVE	PUEBLO	CO	81003-4126
ENT FEDERAL CREDIT UNION	7250 CAMPUS DR	COLORADO SPRING	CO	80920-6517
CITY OF PUEBLO A MUNICIPAL CO	PO BOX 1427	PUEBLO	CO	81002-1427
V I P HEALTH CARD LLC	PO BOX 7887	PUEBLO WEST	CO	81007-0887



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

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 COTTAGES AT PARK WEST SUBDIVISION

SUMMARY:

The applicant is requesting to re-subdivide Lot 2, Block 1, Park West Business Campus, Filing No.9.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to rezone 11.85 acres at the southern portion of Lot 2, Block 1 Park West Business Campus Filing No. 9 and is also requesting to create a Special Area Plan for Lot 1 of Cottages at Park West consisting of 11.83 acres.

BACKGROUND:

The subject property is located east of N. Pueblo Blvd. and south of Spaulding Ave. The Cottages at Park West, Subdivision is a re-subdivision of Lot 2, Block 1, Park West Business Campus, Filing No. 9, which was approved in 2014 and is included in the 2001 Qwanzo-Master Land Use Plan. The proposed subdivision divides the property into two lots, Lot 1 is proposed to be rezoned to R-5 and developed with 97 leased duplexes totaling 194 residential units. Lot 2, located south of Spaulding Ave., is intended for future commercial development.

Lot 1 is proposed to be developed as a Special Area Plan, facilitating the unique development of multifamily residential housing in the form of 97 duplex structures, private access drives, and common open space/recreation amenities. Lot 1 dedicates an 18-foot western extension of Sanchez Lane, that terminates in a cul-de-sac. The individual duplex units will be accessed by internal private drives that will extend west from the Sanchez Lane cul-de-sac. Each dwelling unit will front the private drives, Sanchez Ln., Switchgrass Cir. or Blue Avena Ln, with a few duplexes fronting the internal greenspace.

The Qwanzo Master Plan designates the project area as commercial and multifamily residential. According to the Master Plan, the northern portion of proposed Lot 1, is designated commercial and the southern portion is multifamily residential. The applicant is requesting to apply the multifamily residential use designation to all of Lot 1 facilitating development of the 97 rentable duplexes all on a single lot. Lot 2 is designated as commercial and will maintain the commercial zoning, in accordance with the approved Master Plan. The subdivision deviates from the approved master plan by not continuing Parker Blvd. to the south, through both lots. Although Park West Business Campus Filings 7 and 9, located to the south of this subdivision, were approved without the extension of Parker Blvd. connecting with 31st Street (labeled as 29th Street in the Qwanzo-Master Plan). Future development of Lot 2 may propose an extension of Parker Blvd. south to the northern property line of Lot 2, but a connection to 31st Street will not occur.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their October 12, 2022 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development of the site.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. S-22-03 Attachments

ORDINANCE NO. 10476

AN ORDINANCE APPROVING THE COTTAGES AT PARK
WEST SUBDIVISION

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

SECTION 1.

The final plat of the Cottages at Park West, being a subdivision of land legally described as:

LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9, RECORDED OCTOBER 01, 2014 IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 1986430, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO. CONTAINING A PLATED AREA OF 1,235,099 SQUARE FEET OR (28.35397 ACRES).

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 22, 2023.

Final adoption of Ordinance by City Council on June 12, 2023.



President of City Council

Action by the Mayor:

☒ Approved on June 14, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST



City Clerk

COTTAGES AT PARK WEST SUBDIVISION, A SPECIAL AREA PLAN

BEING A REPLAT OF LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS, FILING NO. 9, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY AND COUNTY OF PUEBLO, STATE OF COLORADO.

SHEET 1 OF 3

DEDICATION

BE IT KNOWN BY THESE PRESENTS:

THAT QWANZO, L.L.C., A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT:

LEGAL DESCRIPTION:

LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING A PLATTED AREA OF 1,235,099 SQUARE FEET OR (28.35397 ACRES).

HAVE CAUSED THE AFORESAID DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO TWO LOTS. THE SAME TO BE NUMBERED, PLATTED SUBDIVIDED, DIMENSIONED AS SHOWN ON THE ANNEXED PLAT FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS COTTAGES AT PARK WEST.

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT, OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

EASEMENTS FOR DRAINAGE, SANITARY, MAINTENANCE ACCESS, TRAIL AND ALL PUBLIC UTILITIES, SHOWN HEREON, ARE HEREBY DEDICATED TO THE CITY FOR PERPETUAL USE OF THE PUBLIC. WITH RESPECT TO ALL EASEMENTS FOR CITY UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, SANITARY SEWER EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S).

DRAINAGE FACILITIES LOCATED WITHIN THE DRAINAGE EASEMENTS UPON LOT 1 SHOWN HEREON (SEE DETAIL E AND DETAIL F) SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE CORPORATION, LLC OR OTHER ENTITY COMPOSED OF THE OWNER OR OWNERS OF LOT 1. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THIS SUBDIVISION PLAT PLAT .

THE USE AND CONTINUOUS MAINTENANCE OF ANY REMAINING OPEN SPACE WITHIN LOT 1 SHALL BE CONTROLLED BY A CORPORATION, LLC OR OTHER ENTITY COMPOSED OF THE OWNER OR OWNERS OF LOT 1. EXCEPT AS OTHERWISE SET FORTH IN THE MUTUAL ACCESS EASEMENT AND MAINTENANCE AGREEMENT (SEE NOTE 6 BELOW), LOT 2 SHALL BE MAINTAINED BY LOT 2'S OWNER OF RECORD UNTIL SUCH TIME AS IT IS DEVELOPED.

LOT 1 SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE LOT 1 DECLARATION OF COVENANTS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO CONTEMPORANEOUSLY HEREWITH. SUCH LOT 1 DECLARATION OF COVENANTS SHALL PROVIDE FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF THE PRIVATE STREETS, DRIVE AISLES, PARKING AREAS, CURBS AND GUTTERS, SIDEWALKS, AND LANDSCAPE AREAS LOCATED UPON LOT 1 BY THE CORPORATION, LLC OR OTHER ENTITY COMPOSED OF THE OWNER OR OWNERS OF LOT 1 IN PERPETUITY.

THE OWNER HEREBY CONSENTS TO THE ACCESS RESTRICTION SHOWN HEREON IN NOTE 5 BELOW.

OWNER:

THE AFOREMENTIONED, QWANZO, L.L.C., A COLORADO LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2023 A.D.

BY: THOMAS C. CONE, AS MANAGER OF OUTLOOK DEVELOPMENT, LLC, A LIMITED LIABILITY COMPANY, AS MANAGER OF QWANZO, L.L.C., A COLORADO LIMITED LIABILITY COMPANY COLORADO

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS __ DAY OF _____, 2023 BY THOMAS C. CONE, AS MANAGER OF OUTLOOK DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS MANAGER OF QWANZO, L.L.C., A COLORADO LIMITED LIABILITY COMPANY.

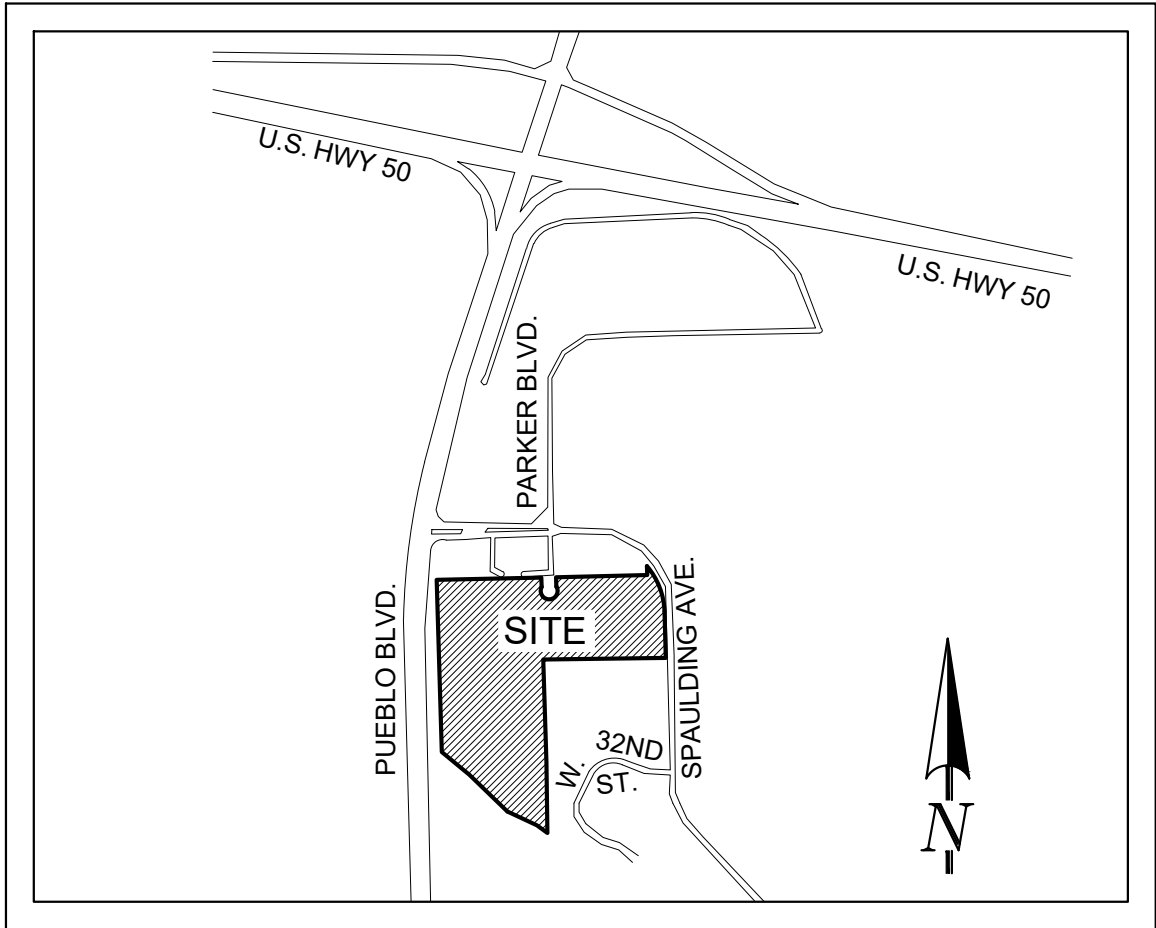
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC ADDRESS

PLAT NOTES:

1. BASIS OF BEARINGS: THE BEARINGS USED FOR THIS SURVEY ARE REFERENCED TO A PORTION OF THE CENTERLINE OF SPAULDING AVENUE, AS DEDICATED ON THE PLAT OF PARK WEST BUSINESS CAMPUS, FILING NO. 2, RECORDED MARCH 11, 2004 IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 1555457, BEING MONUMENTED ON THE BOTH ENDS BY A 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE, BEING ASSUMED TO BEAR NORTH 01°43'18" WEST A DISTANCE OF 1125.14 FEET.
2. THE NORTH LINE OF HOUSING SUBDIVISION RECORDED ON MAY 24, 1952 IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF PUEBLO UNDER RECEPTION NUMBER 913457 (BOOK 16, PAGE 3), MONUMENTED ON THE WEST END BY A FOUND 1-1/2" ALUMINUM TAG STAMPED "MANGINI REEVES INC, PLS 22101" AND ON THE EAST END BY A FOUND 1" YELLOW PLASTIC CAP STAMPED "CARDINAL, PLS 22101" (A 1-FOOT WITNESS CORNER PER), AND IS ASSUMED TO BEAR NORTH 88°54'18" EAST 1253.48 FEET.
3. 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.
4. THE PROPERTY IS LOCATED WITHIN FLOOD ZONE C (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), OBTAINED FROM THE FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 08101C0491D, EFFECTIVE AUGUST 15, 2019.
5. NO ACCESS TO THE PROPERTY IS ALLOWED FROM COLORADO STATE HIGHWAY 45 (PUEBLO BOULEVARD).
6. THE 24' PRIVATE SECONDARY ACCESS EASEMENT DEPICTED ON LOT 2 IS TO PROVIDE NON-EXCLUSIVE SECONDARY ACCESS/EGRESS FOR LOT 1. TERMS AND PROVISIONS FOR SAID EASEMENT ARE SET FORTH IN MUTUAL ACCESS EASEMENT AND MAINTENANCE AGREEMENT BETWEEN THE OWNERS OF LOT 1 AND LOT 2 RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO CONTEMPORANEOUSLY HEREWITH (THE "MUTUAL ACCESS EASEMENT AND MAINTENANCE AGREEMENT"). THE LOCATION OF THE 24' PRIVATE SECONDARY ACCESS EASEMENT UPON LOT 2 (CURRENTLY DEPICTED ALONG THE WESTERN BOUNDARY AND PART OF THE NORTHERN BOUNDARY OF LOT 2) WHICH PROVIDES SECONDARY ACCESS/EGRESS FOR LOT 1 MAY BE RELOCATED UPON LOT 2 IN CONNECTION WITH FUTURE DEVELOPMENT OF LOT 2.



VICINITY MAP
N.T.S.

PLAT NOTES:

7. THE PORTION OF SANCHEZ LANE WHICH EXTENDS EAST OF THE EXISTING TERMINUS OF PUBLIC RIGHT OF WAY SANCHEZ LANE IS PRIVATE AND IS DEPICTED AS "SANCHEZ LANE (PRIVATE DRIVE)" ON SHEET 2 AND IN DETAIL A. SANCHEZ LANE (PRIVATE DRIVE) IS FOR THE SHARED USE OF LOT 1 AND LOT 2, WITH ADDITIONAL TERMS AND PROVISIONS SET FORTH IN THE MUTUAL ACCESS EASEMENT AND MAINTENANCE AGREEMENT REFERENCED IN NOTE 6.
8. LOT 1 IS THE SUBJECT OF A SPECIAL AREA PLAN, RECORDED CONCURRENTLY HEREWITH. LOT 2 IS NOT WITHIN THE BOUNDARY OF AND NOT PART OF THE SPECIAL AREA PLAN.
9. THE 30' DRAINAGE EASEMENT (REC. NO. 1963798) UPON LOT 2, WHICH WILL TIE INTO THE NEW PUBLIC DRAINAGE EASEMENT (DETAIL F) AND THE NEW PUBLIC DRAINAGE EASEMENT (DETAIL E) UPON LOT 1, SHALL BE MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE RESPECTIVE OWNER UPON WHOSE LOT SUCH FACILITIES ARE LOCATED.
10. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MATRIX DESIGN GROUP, INC., TO DETERMINE THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OF LAND, OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY OR TITLE OF RECORD, MATRIX DESIGN GROUP INC., RELIED UPON TITLE COMMITMENT ORDER NO. PBC35058964-3 PREPARED BY LAND TITLE GUARANTEE COMPANY WITH AN EFFECTIVE DATE OF DECEMBER 6, 2022 AT 5:00 P.M. ALL SCHEDULE B, EXCEPTIONS THAT ARE GRAPHICALLY PLOTTABLE ARE DEPICTED ON PAGE 2 OF THIS PLAT. ALL EXCEPTIONS THAT IMPACT THE PROPERTY THAT ARE NOT PLOTTABLE, COMPLETELY ENCOMPASS THE PROPERTY OR ARE OUTSIDE THE LIMITS OF THIS PLAT ARE LISTED BELOW.
- 10.1 TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION OF EASEMENT RECORDED FEBRUARY 02, 1987 IN BOOK 2331 AT PAGE 513. (SURVEYOR'S NOTE: THIS DOCUMENT CONTAINS A LEGAL DESCRIPTION OF AN EASEMENT THAT COMMENCES AT "THE FRONTAGE ROAD OFF PUEBLO BOULEVARD" AND OTHERWISE CONTAINS NO BEARINGS AND DISTANCES OR REFERENCES TO RECORDED MAPS. SAID FRONTAGE ROAD NO LONGER EXISTS ON RECORDED MAPS OR GIS, MAKING IT UNPLOTTABLE. THIS EASEMENT IS ALSO NOT DEPICTED ON ANY OF THE RECORDED PLATS FOR THE AREA BEING REPLATTED HEREON).
- 10.2 TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN STORM WATER DETENTION BASIN EASEMENT AND MAINTENANCE AGREEMENT RECORDED DECEMBER 23, 2013 UNDER RECEPTION NO. 1963792. (SURVEYOR'S NOTE: "EXHIBIT A" IN THE REFERENCED DOCUMENT, AND THE GRANT OF EASEMENT WITHIN, COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).
- 10.3 TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED OCTOBER 01, 2014 UNDER RECEPTION NO. 1986431. (SURVEYOR'S NOTE: THE REFERENCED AGREEMENT IS FOR PARK WEST BUSINESS CAMPUS FILING NO. 9, WHICH COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).
- 10.4 ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 13, 2002, UNDER RECEPTION NO. 1474320 AND AS AMENDED BY INSTRUMENT RECORDED ON JANUARY 4, 2010 UNDER RECEPTION NO. 1629179. (SURVEYOR'S NOTE: THE LEGAL DESCRIPTION IN THE ABOVE REFERENCED DOCUMENT COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).
- 10.5 ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND DISTRICT MAP RECORDED ON DECEMBER 11, 2009 UNDER RECEPTION NO. 1829096 AND AS AMENDED IN INSTRUMENT RECORDED ON FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215. (SURVEYOR'S NOTE: THIS DOCUMENT CONTAINS A MAP OF THE DISTRICT BOUNDARY WHICH COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).

MAP REFERENCE LEGEND

THE FOLLOWING RECORD DOCUMENTS WERE CONSIDERED IN DEVELOPING THIS ALTA SURVEY:

- R1 SOUTHERN COLORADO MEDICAL CENTER, FILING NO. 1, RECORDED MAY 1, 1998, UNDER RECEPTION NUMBER 1216941.
- R2 PARK WEST BUSINESS CAMPUS, FILING NO. 2, RECORDED MARCH 11, 2004, UNDER RECEPTION NO. 1555457.
- R3 PARK WEST BUSINESS CAMPUS, FILING NO. 3, RECORDED JUNE 30, 2005, UNDER RECEPTION NO. 1626947.
- R4 PARK WEST SUBDIVISION FILING NO. 1, RECORDED MARCH 8, 2006, UNDER RECEPTION NUMBER 1665106.
- R5 PARK WEST BUSINESS CAMPUS, FILING NO. 7, RECORDED MARCH 16, 2012, UNDER RECEPTION NO. 1901886.
- R6 PARK WEST BUSINESS CAMPUS, FILING NO. 8, RECORDED DECEMBER 23, 2013, UNDER RECEPTION NO. 1963796.
- R7 PARK WEST BUSINESS CAMPUS, FILING NO. 9, RECORDED OCTOBER 01, 2014, UNDER RECEPTION NO. 1986430.

MONUMENTATION LEGEND

- A - INDICATES A FOUND NO. 5 REBAR WITH 3/4 INCH YELLOW PLASTIC CAP STAMPED "LS 12933" - ACCEPTED AS BEING SET PER MAP REFERENCE 7.
- B - INDICATES A FOUND 1 INCH ALUMINUM TAG STAMPED "LS 12933" - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- C - INDICATES A FOUND DRILLED HOLE ACCEPTED AS THE REMAINS OF A SURVEY MONUMENT - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- E - INDICATES A FOUND NO. 5 REBAR WITH 3/4 INCH YELLOW PLASTIC CAP STAMPED "LS 12933" - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- F - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R1, R2, R3, R4, R5, R7 AND R8.
- G - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R3, R7 AND R8.
- H - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R7 AND R8.
- I - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R2, R4, R7 AND R8.
- J - INDICATES A FOUND NO. 5 REBAR WITHOUT A SURVEYOR'S IDENTIFICATION CAP - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- K - INDICATES A FOUND NO. 5 REBAR WITHOUT A SURVEYOR'S IDENTIFICATION CAP - PER MAP RECORD R7 AND R8.

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. _____ OF SECTION 12-4-7 (J)(1) AND WITH SECTION 12-4-5 (B), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

DIRECTOR OF PUBLIC WORKS DATE

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

CHAIRPERSON PLANNING COMMISSION DATE

SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY STATES AND DECLARES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS RESPONSIBLE CHARGE AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND, AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 2016, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

FOR COMMENT

PATRICK S. JERNIGAN, PLS 37042
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.

CERTIFICATION BY CITY CLERK:

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____.

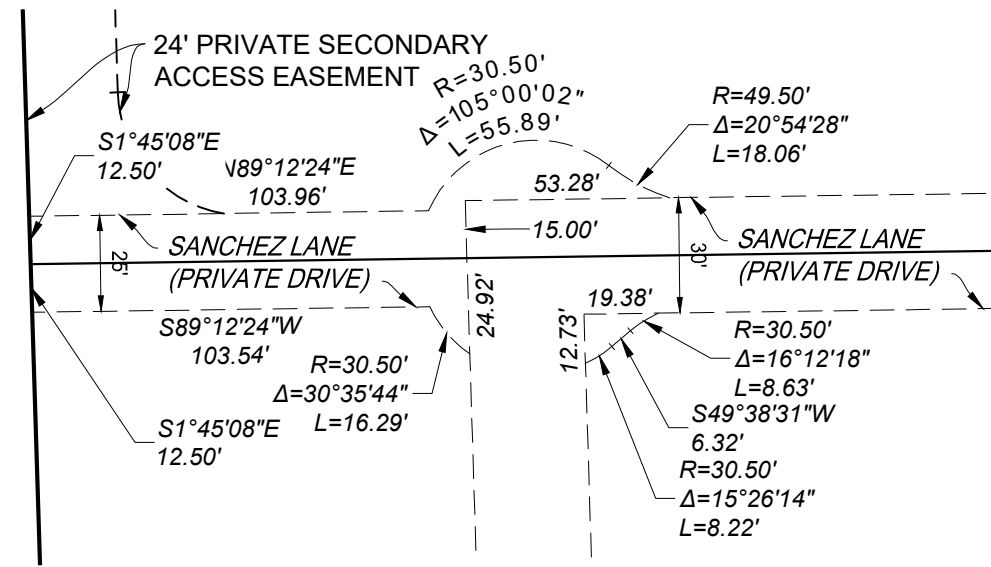
THIS IS TO CERTIFY THAT THE PLAT OF "COTTAGES AT PARK WEST" HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

DATE: _____
CITY CLERK

COTTAGES AT PARK WEST SUBDIVISION, A SPECIAL AREA PLAN

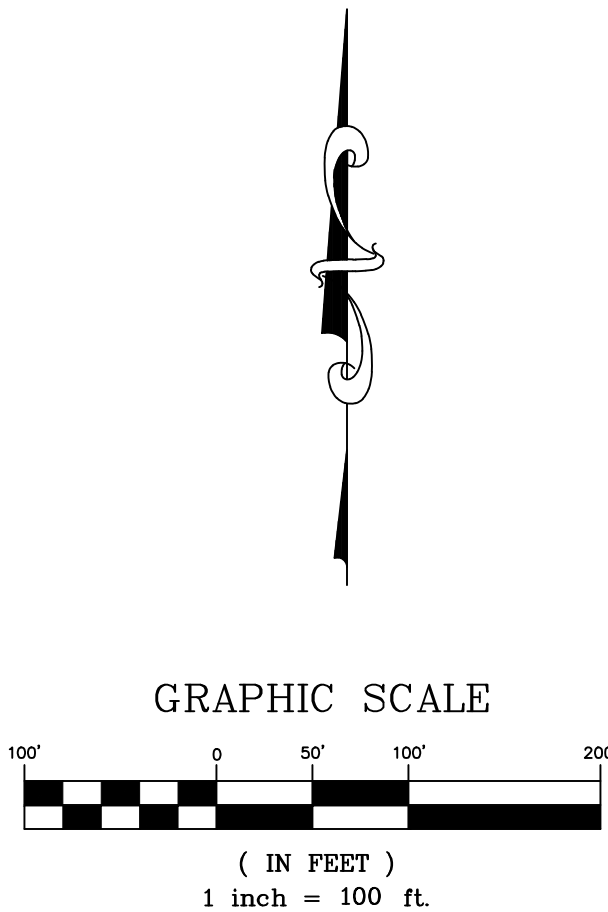
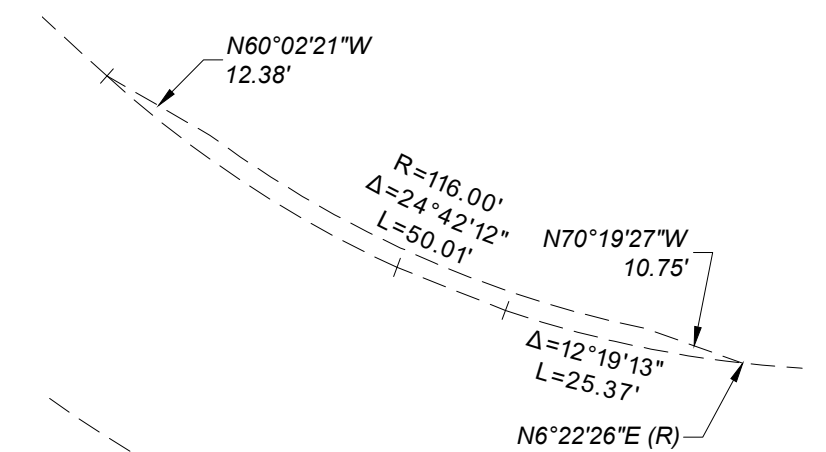
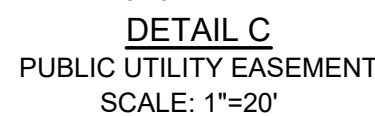
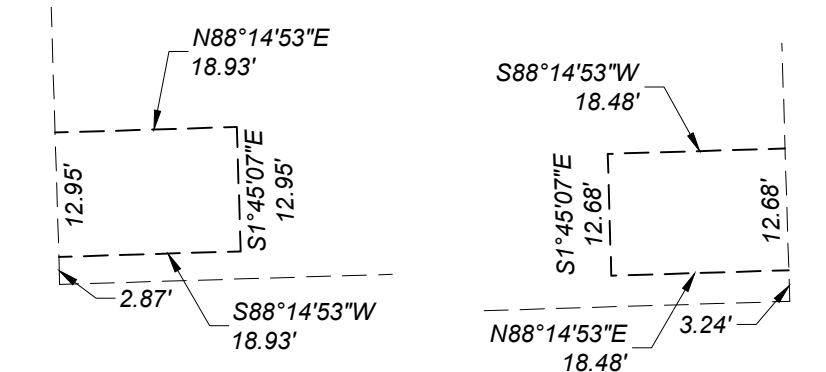
BEING A REPLAT OF LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS, FILING NO. 9, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY AND COUNTY OF PUEBLO, STATE OF COLORADO.

SHEET 2 OF 3



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°12'24"E	111.12
L2	S00°47'36"E	22.00
L3	S89°12'24"W	59.26
L4	N89°12'24"E	111.61

CURVE TABLE			
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE
C1	237.01	52.00	261°09'00"
C2	15.66	52.00	17°15'28"
C3	18.35	52.00	20°12'49"



MAP REFERENCE LEGEND

THE FOLLOWING RECORD DOCUMENTS WERE CONSIDERED IN DEVELOPING THIS ALTA SURVEY:

- R1 SOUTHERN COLORADO MEDICAL CENTER, FILING NO. 1, RECORDED MAY 1, 1998, UNDER RECEPTION NUMBER 1216941.
- R2 PARK WEST BUSINESS CAMPUS, FILING NO. 2, RECORDED MARCH 11, 2004, UNDER RECEPTION NO. 1555457.
- R3 PARK WEST BUSINESS CAMPUS, FILING NO. 3, RECORDED JUNE 30, 2005, UNDER RECEPTION NO. 1626947.
- R4 PARK WEST SUBDIVISION FILING NO. 1, RECORDED MARCH 8, 2006, UNDER RECEPTION NUMBER 1665106.
- R5 PARK WEST BUSINESS CAMPUS, FILING NO. 7, RECORDED MARCH 16, 2012, UNDER RECEPTION NO. 1901886.
- R6 PARK WEST BUSINESS CAMPUS, FILING NO. 8, RECORDED DECEMBER 23, 2013, UNDER RECEPTION NO. 1963796.
- R7 PARK WEST BUSINESS CAMPUS, FILING NO. 9, RECORDED OCTOBER 01, 2014, UNDER RECEPTION NO. 1986430.

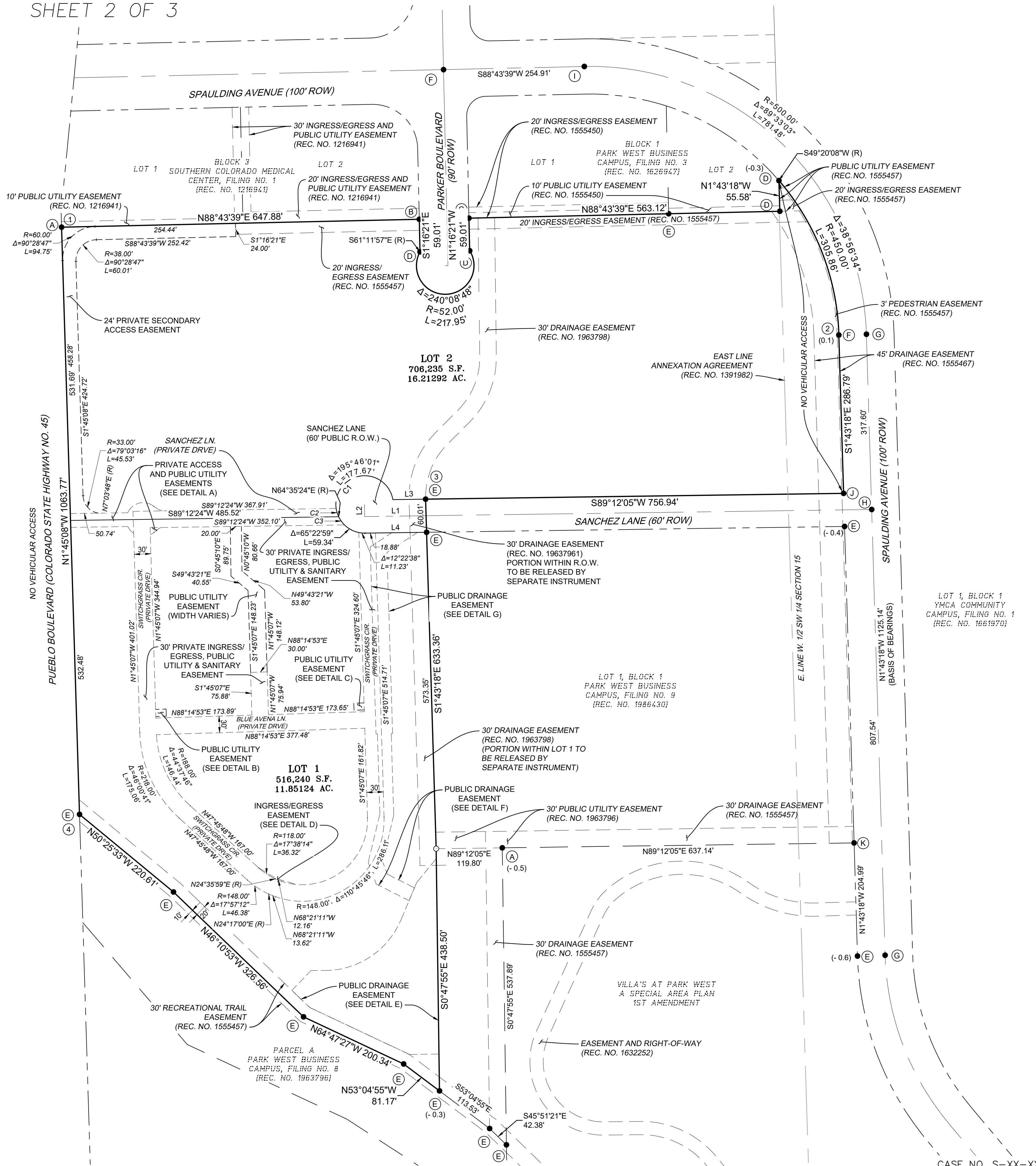
MONUMENTATION LEGEND

- A - INDICATES A FOUND NO. 5 REBAR WITH 3/4 INCH YELLOW PLASTIC CAP STAMPED "LS 12933" - ACCEPTED AS BEING SET PER MAP REFERENCE 7.
- B - INDICATES A FOUND 1 INCH ALUMINUM TAG STAMPED "LS 12933" - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- C - INDICATES A FOUND DRILLED HOLE ACCEPTED AS THE REMAINS OF A SURVEY MONUMENT - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- E - INDICATES A FOUND NO. 5 REBAR WITH 3/4 INCH YELLOW PLASTIC CAP STAMPED "LS 12933" - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- F - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R1, R2, R3, R4, R5, R7 AND R8.
- G - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R3, R7 AND R8.
- H - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R7 AND R8.
- I - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R2, R4, R7 AND R8.
- J - INDICATES A FOUND NO. 5 REBAR WITHOUT A SURVEYOR'S IDENTIFICATION CAP - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- K - INDICATES A FOUND NO. 5 REBAR WITHOUT A SURVEYOR'S IDENTIFICATION CAP - PER MAP RECORD R7 AND R8.

NAD 83/2011 COLORADO SOUTH COORDINATES (GRID)		
ID#	NORTHING	EASTING
①	1598358.6959	3240154.3400
②	1598162.9661	3241561.3763
③	1597866.1940	3240813.1725
④	1597295.7502	3240186.4278

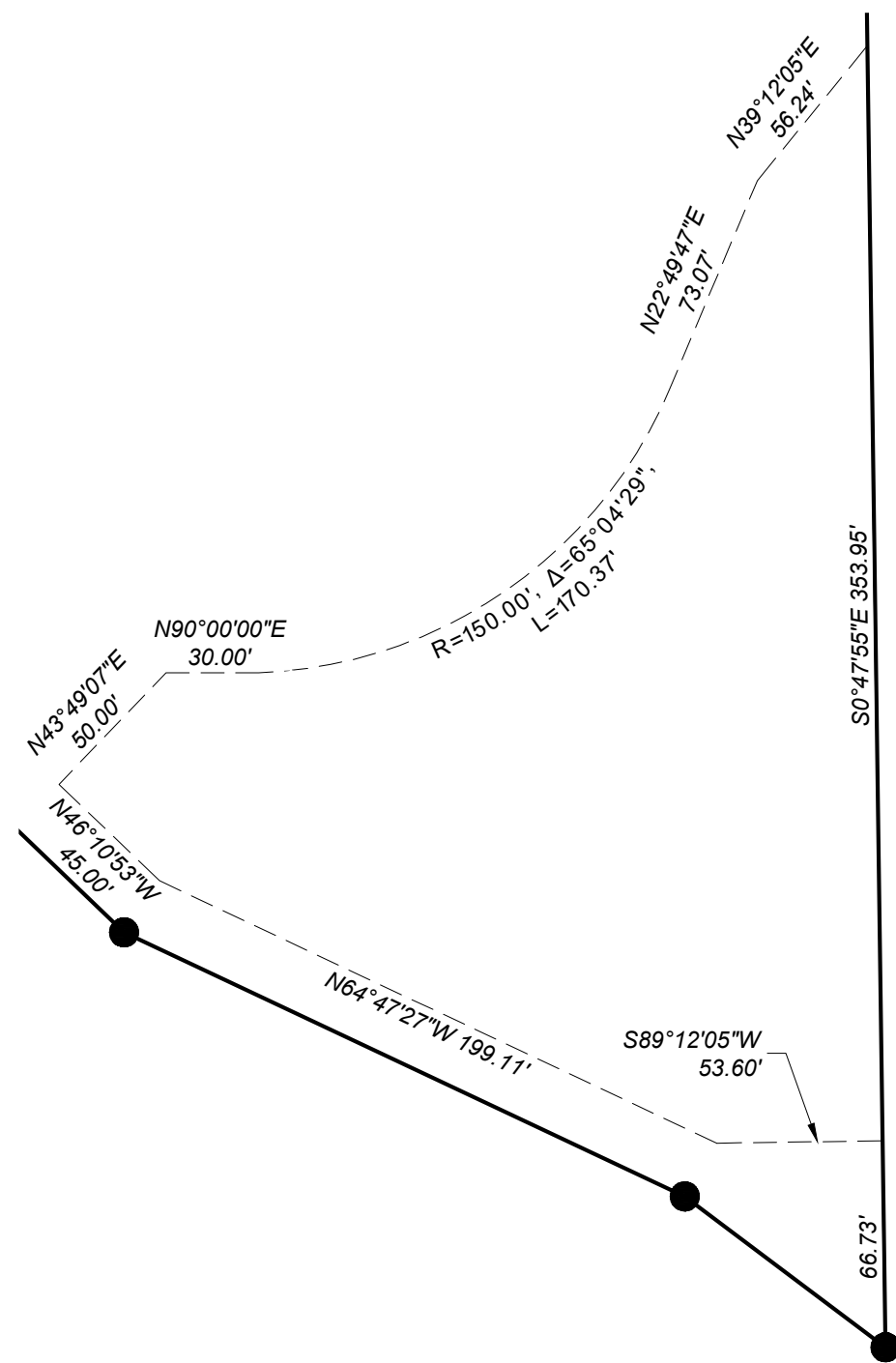
THE ABOVE COORDINATES ARE REPRESENTED IN U.S. SURVEY FEET AND HAVE AN AVERAGE COMBINED SCALE FACTOR OF 0.999740701

- INDICATES A FOUND MONUMENT DESCRIBED WITHIN THE MONUMENTATION LEGEND OR AS NOTED.
 - INDICATES A REBAR WITH 1-1/2 INCH ALUMINUM CAP STAMPED "MATRIX PLS 34977" SET FLUSH WITH THE GROUND OR AS NOTED.
 - 0.4 (E) INDICATES MONUMENT DISTANCE ABOVE OR BELOW GROUND LEVEL
- ALL MONUMENTS WERE FOUND FLUSH WITH THE GROUND UNLESS NOTED

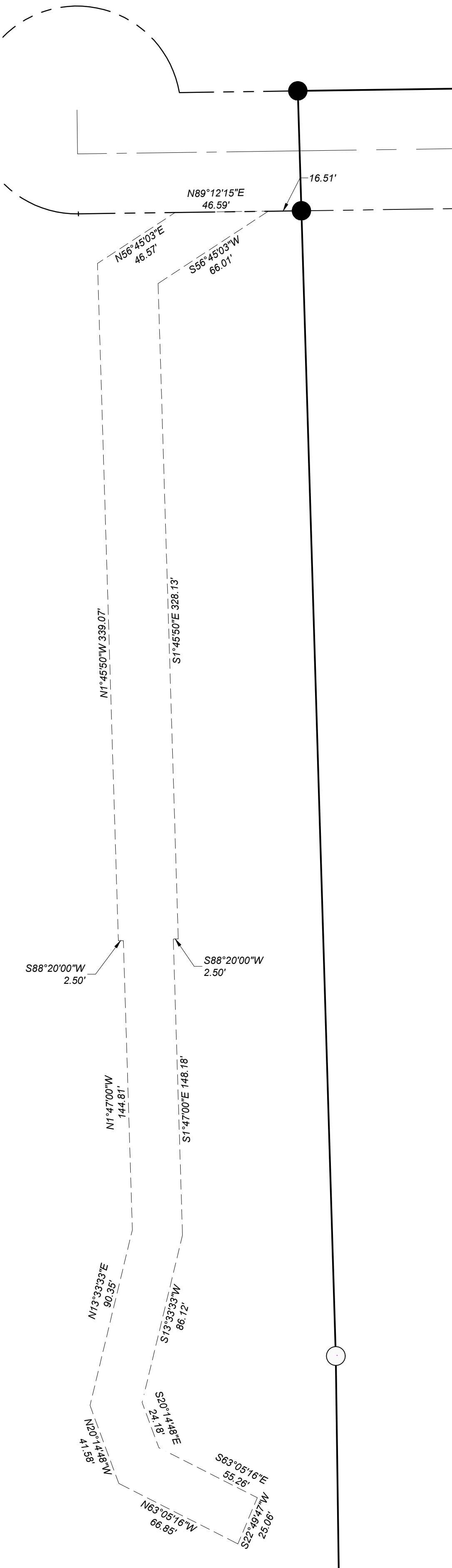


COTTAGES AT PARK WEST SUBDIVISION, A SPECIAL AREA PLAN

BEING A REPLAT OF LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS, FILING NO. 9, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 15,
TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY AND COUNTY OF PUEBLO, STATE OF COLORADO.
SHEET 3 OF 3



DETAIL E
PUBLIC DRAINAGE EASEMENT
SCALE: 1"=60'



DETAIL F
PUBLIC DRAINAGE EASEMENT
(WIDTH VARIES)
SCALE: 1"=40'

PREPARED BY:

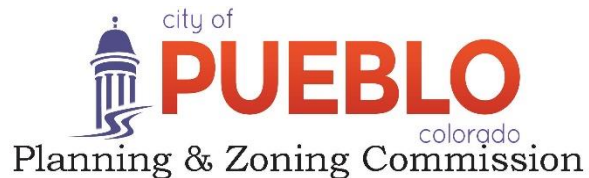


2435 Research Pkwy, Suite 300
Colorado Springs, CO 80920
Phone: 719-575-0100
Fax: 719-575-0208

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, October 12, 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.

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

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; Bart Mikitowicz, Sr. Planner, and Joe Martellaro, Associate Engineer II.

APPROVAL OF THE AGENDA: Spinuzzi moved to approve the October 12, 2022, agenda Commission Public Hearing. Motion was seconded by Aznar. Motion passed 6-0, (Bailey Absent)

PUBLIC HEARING AND ACTION

REGULAR AGENDA

1b. S-22-03 **Subdivision:** Cottages at Park West, subdivision of 28.35 acres into 194 single-family and duplex residential lots. Generally located East of Pueblo Blvd and South of E. Spaulding Ave -Staff Report by Beritt Odom, Principal Planner *Continued from the September 14, 2022, hearing*

Public Hearing:

- Applicant, Nichole Schanel, Matrix Design Group, testified in support of the application.

Commission Action: Bailey moved to recommend approval to City Council, with three staff conditions noted in the staff report. Second by Aznar.

Motion Passed: 7-0



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-22-03 Cottages at Park West, A Special Area Plan
SAP-22-01 Cottages at Park West, A Special Area Plan

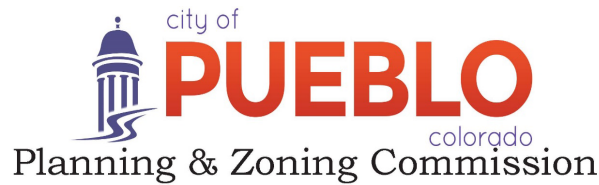
DATE: March 15, 2023

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-22-03

TO: City of Pueblo, Planning and Zoning Commission

FROM: Bart Mikitowicz, Senior Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: 10/7/2022

SUBJECT: Cottages at Park West, Subdivision, A Special Area Plan

APPLICANT: Kelly Marshall, Matrix Design Group.

PROPERTY OWNER: Tom Cone, Qwanzo LLC

LOCATION: Parcel# 515064010, generally located east of N. Pueblo Blvd. and south of E. Spaulding Ave.

EXISTING ZONE: Highway and Arterial (B-3) Zone District

CONCURRENT REQUESTS: Z-22-05: Rezoning to R-5, Cottages at Park West, SAP-22-01 Cottages at Park West a Special Area Plan

REQUEST:

Subdivision: Cottages at Park West, subdivision of 28.35 acres into two lots to facilitate multifamily residential on Lot 1, and commercial development on Lot 2.

BACKGROUND AND ANALYSIS:

The subject property is located east of N. Pueblo Blvd. and south of Spaulding Ave. The Cottages at Park West, Subdivision is a re-subdivision of Lot 2, Block 1, Park West Business Campus, Filing No. 9, which was approved in 2014 and is included in the 2001 Qwanzo-Master Land Use Plan. The proposed subdivision divides the property into two lots, Lot 1 is proposed to be rezoned to R-5 and developed with 97 leased duplexes totaling 194 residential units. Lot 2, located south of Spaulding Ave., is intended for future commercial development.

Lot 1 is proposed to be developed as a Special Area Plan, facilitating the unique development of multifamily residential housing in the form of 97 duplex structures, private access drives, and common open space/recreation amenities. Lot 1, dedicates an 18-foot western extension of Sanchez Lane, that terminates in a cul-de-sac. The individual duplex units will be accessed by internal private drives that will extend west from the Sanchez Lane cul-de-sac. Each dwelling unit will front the private drives, Sanchez Ln., Switchgrass Cir. or Blue Avena Ln, with a few duplexes fronting the internal greenspace.

The project area is part of the 2001 Qwanzo – Master Plan (MP-01-07), which designates the project area as commercial and multifamily residential. According to the Master Plan, the northern portion of proposed Lot 1, is designated commercial and the southern portion is multifamily residential. The applicant is requesting to apply the multifamily residential use designation to all of Lot 1 facilitating development of the 97 rentable duplexes all on a single lot. Lot 2 is designated as commercial and will maintain the commercial zoning, in accordance with the approved Master Plan. The subdivision deviates from the approved master plan by not continuing Parker Blvd. to the south, through both lots. Although Park West Business Campus Filings 7 and 9, located to the south of this subdivision, were approved without the extension of Parker Blvd. connecting with 31st Street (labeled as 29th Street in the Qwanzo-Master Plan). Future

development of Lot 2 may propose an extension of Parker Blvd. south to the northern property line of Lot 2, but a connection to 31st Street will not occur.

APPLICABLE REGULATIONS:

Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	The applicant requests to provide a cash payment in lieu of land dedication for public parks (request letter from Bryan Kniep, Vice President of Community Development, Goodwin Knight, June 14, 2022). Steven Meier, Parks Director, does not object to the cash payment in lieu.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 7, 2022.
Plat Deficiencies:	None
Conditions of Approval (all conditions must be addressed prior to City Council review):	1. Amend the subdivision dedication 5th paragraph under the "Legal Description" heading to read: "The use and continuous maintenance of any remaining open space within Lot 1 shall be controlled by a corporation or homeowners association composed of the owner or owners of Lot 1 in perpetuity. The use and continuous maintenance of Lot 2 shall be controlled by the owner of record until such time as Lot 2 is developed." 2. Amend the subdivision dedication 6th paragraph under the "Legal Description" heading to read: "Streets, curbs and gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed and repaired by a corporation or homeowners association composed of the owner or owners of Lot 1 in perpetuity." 3. Amend the subdivision plat to include the Stormwater Easement as outlined in blue on the "Cottages At Park West, Post Development Conditions," sheet DR-02.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

☐ **Site Character:**

The subject property is flat, unimproved land with native grasses.

☐ **Neighborhood Compatibility:**

North	B-3, Highway and Arterial Business District, unimproved land
East	PUD, Spanish Peaks Health and Wellness Center Planned Unit Development, unimproved
	R-5, Villas at Park West multifamily residential

South	S-3 Floodplain District, Arroyo
	R-5, Bonaventure of Pueblo, senior multifamily residential
West	S-1 Government Use District, Honor Farm open space

❑ **Comprehensive Plan Compliance:**

The project site has been designated by the Comprehensive Plan as an Institutional Mixed Use land use category that includes uses such as hospitals, governmental campuses, educational institutions, and other public and semipublic uses. Supporting land uses include medical offices, lodging, restaurants, dormitories, and multi-family residential. The proposed high-density residential is considered a supporting land use for the medical and professional campus located north.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

• **Minimum Lot Size and Area:**

Lot 1:

- Lot 1 will be 706,235 square feet, exceeding the minimum lot area of 5,000 square feet for the B-3 Zone District.
- As subdivided, Lot 1 will have a 531.69-foot frontage along N. Pueblo Blvd., exceeding the minimum 50 foot lot width requirement

Lot 2:

- As subdivided, Lot 2 will be 516,240 square feet exceeding the minimum 1,000 square foot lot area requirement for each dwelling unit in a R-5 Zone District.
- Lot 1, frontage along N. Pueblo Blvd. is 532.48-feet exceeding the minimum 50-foot lot width

REFERRAL AGENCIES AND COMMENTS:

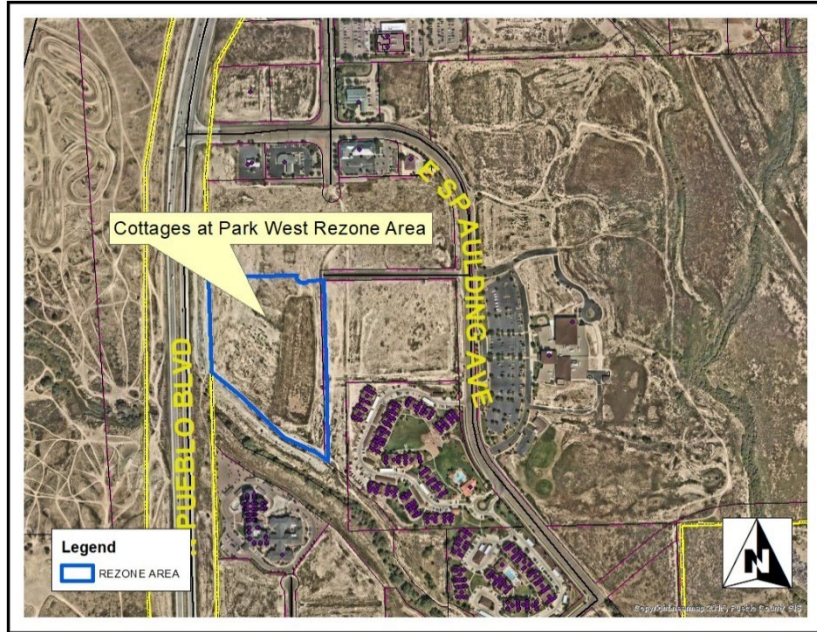
- City Public Works: Comments included in the subdivision conditions
- City Transportation: Comments included in the subdivision conditions
- City Law Department: No comment
- Pueblo Regional Building Department: No comment
- City Fire Department: Comments included in the subdivision conditions
- Pueblo Board of Water Works: No comment
- City Wastewater: No comment
- City Stormwater: Comments included in the subdivision conditions
- City Parks and Recreation Department: See approved request for modifications of requirements
- City GIS: No comment
- Xcel Energy: No comment
- Black Hills Energy: No Comment
- CDOT: See comments included in SRC Summary dated April 13, 2022

ATTACHMENTS:

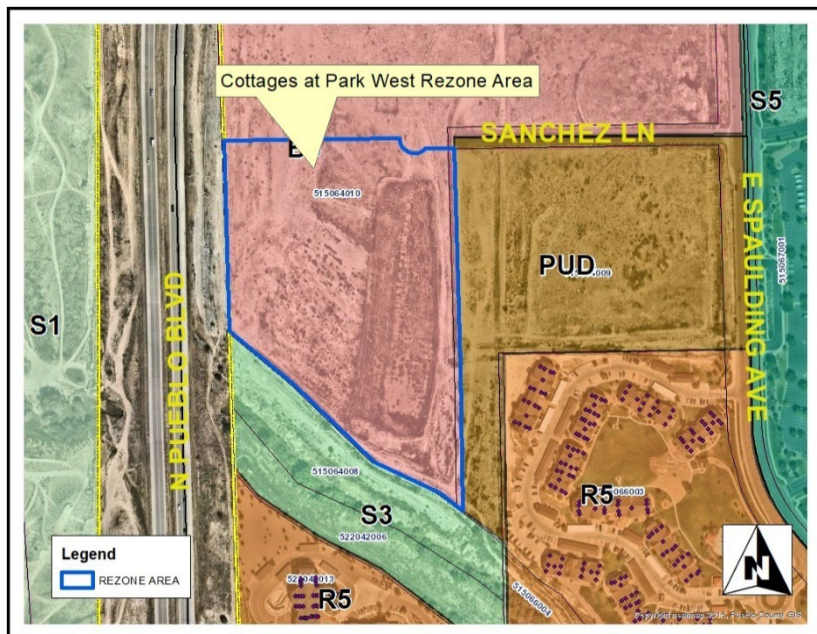
- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. SRC Memo, October 7, 2022
- E. Plat
- F. Cottages At Park West, Post Development Conditions Easement
- G. Subdivision Application

H. Bryan Kneip, Goodwin Knight letter requesting cash payment in lieu of park dedication, June 14, 2022

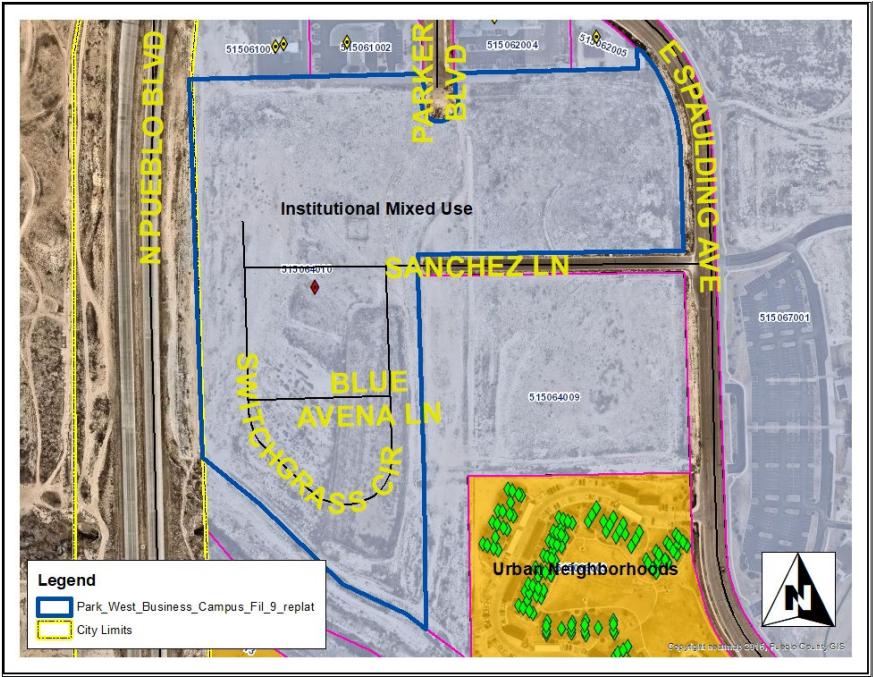
I. SRC Summary April 13, 2022 CDOT Memo Arthur Gonzales



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan



Attachment D. Site Photos
Taken from Sanchez Lane facing southeast



Taken from Sanchez Lane facing west

Attachment E. SRC Memo, October 7, 2022

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: October 7, 2022
Subject: S-22-03 and SAP-22-01 Cottages at Park West, A Special Area Plan

S-22-03 Cottages at Park West A Special Area Plan: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	The applicant requests to provide a cash payment in lieu of land dedication for public parks (request letter from Bryan Kniep, Vice President of Community Development, Goodwin Knight, June 14, 2022). Steven Meier, Parks Director, does not object to the cash payment in lieu.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 7, 2022.
Plat Deficiencies:	None
Conditions of Approval (all conditions must be addressed prior to City Council review):	1. Amend the subdivision dedication 5th paragraph under the "Legal Description" heading to read: "The use and continuous maintenance of any remaining open space within Lot 1 shall be controlled by a corporation or homeowners association composed of the owner or owners of Lot 1 in perpetuity. The use and continuous maintenance of Lot 2 shall be controlled by the owner of record until such time as Lot 2 is developed." 2. Amend the subdivision dedication 6th paragraph under the "Legal Description" heading to read: "Streets, curbs and gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed and repaired by a corporation or homeowners association composed of the owner or owners of Lot 1 in perpetuity." 3. Amend the subdivision plat to include the Stormwater Easement as outlined in blue on the "Cottages At Park West, Post Development Conditions," sheet DR-02.

SAP-22-01 Cottages at Park West, A Special Area Plan: Staff recommends the Planning and Zoning Commission forward a recommendation that the requested Special Area Plan be Approved with the following conditions. All conditions must be addressed prior to City Council review and approval:

Conditions of Approval:	1. Amend the Special Area Plan Dedication maintenance note number 3 to read "The secondary private access connecting through adjacent property will remain under ownership of the property in which it lies and maintained by a corporation or homeowners association composed of all present or future owner(s) of all property within the proposed development."
-------------------------	--

BEING A REPLAT OF LOT 2, BLOCK 1, PARK WEST BUSINESS CMPUS, FILING NO. 9, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 15,
TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY AND COUNTY OF PUEBLO, STATE OF COLORADO.

BE IT KNOWN BY THESE PRESENTS:

THAT QWANZO, L.L.C., A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT:

LEGAL DESCRIPTION:

LOT 2, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 9, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING A PLATTED AREA OF 1,235,099 SQUARE FEET OR (28.35397 ACRES).

HAVE CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO LOTS, THE SAME TO BE NUMBERED, PLATTED SUBDIVIDED, DIMENSIONED AS SHOWN ON THE ANNEXED PLAT FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS COTTAGES AT PARK WEST.

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS RELATIVE TO THE DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT, OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

EASEMENTS FOR DRAINAGE, SANITARY, MAINTENANCE ACCESS, TRAIL AND ALL PUBLIC UTILITIES, SHOWN HEREON, ARE HEREBY DEDICATED TO THE CITY FOR PERPETUAL USE OF THE PUBLIC, WITH RESPECT TO ALL EASEMENTS FOR CITY UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, SANITARY SEWER EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE, HEREON, THE CITY SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY OF A COURT ORDER, TO OCCUR ANY AND ALL NECESSARY CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ANY EASEMENT, PERMITS, ETC., TO REMOVE OR REPAIR ANY FENCE, RAIL OR OTHER OBSTACLE TO IMPROVEMENT OR GROWTH OCCURRING UPON ANY EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S).

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT

THE USE AND CONTINUOUS MAINTENANCE OF ANY REMAINING OPEN SPACE AS WELL AS ONLY LAND COMMON TO ALL PROPERTIES OR CONTROLLED BY A CORPORATION OR HOMEOWNERS ASSOCIATION COMPOSED OF ALL PRESENT AND FUTURE OWNER(S) OF ALL PROPERTY WITHIN THE PROPOSED DEVELOPMENT.

STREETS, CURBS & GUTTERS, AND SIDEWALKS LOCATED WITHIN INGRESS/EGRESS OR ACCESS EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.

ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATIONS OF COVENANTS DATED _____ AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDED OF PUEBLO COUNTY, COLORADO.

THE OWNER HEREBY CONSENTS TO THE ACCESS RESTRICTIONS SHOWN HEREON

OWNER:

THE FOREMENTIONED, QWANZO, L.L.C., A COLORADO LIMITED LIABILITY COMPANY, BY OLIVE REAL ESTATE GROUP, INC., ITS MANAGER, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2022 A.D.

THOMAS C. CONE, MANAGER OF OLIVE REAL ESTATE GROUP, INC.

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, A.D., THOMAS C. CONE, MANAGER OF OLIVE REAL ESTATE GROUP, INC., MANAGER OF QWANZO, L.L.C.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

_____ NOTARY PUBLIC	_____ ADDRESS
------------------------	------------------

PLAT NOTES:

1. BASIS OF BEARINGS: THE BEARINGS USED FOR THIS SURVEY ARE REFERENCED TO A PORTION OF THE CENTERLINE OF SPAULDING AVENUE, AS DEDICATED ON THE PLAT OF PARK WEST BUSINESS CAMPUS, FILING NO. 2, RECORDED MARCH 11, 2004 IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 155547, BEING MONUMENTED ON THE BOTH ENDS BY A 3/4-INCH ALUMINUM CAP STAMPED "1-S 12939" ENCASED IN A MONUMENT WALL SET FLUSH WITH THE ROAD'S SURFACE, BEING ASSUMED TO BEAR NORTH 01°43'18" WEST A DISTANCE OF 1126.14 FEET.
2. THE NORTH LINE OF HOUSING SUBDIVISION RECORDED ON MAY 24, 1982 IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF PUEBLO UNDER RECEPTION NUMBER 913457 (BOOK 16, PAGE 3), MONUMENTED ON THE WEST END BY A FOUND 1-1/2" ALUMINUM TAG STAMPED "MANGINI REEVES INC. PLS 22101" AND ON THE EAST END BY A FOUND 1" YELLOW PLASTIC CAP STAMPED "CARDINAL, PLS 22101" (A 1-FOOT WITNESS CORNER PER) AND IS ASSUMED TO BEAR NORTH 88°54'18" EAST 1253.48 FEET.
3. 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.
4. THE PROPERTY IS LOCATED WITHIN FLOOD ZONE C (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). OBTAINED FROM THE FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 08101C0491D, EFFECTIVE AUGUST 15, 2019.
5. LOT 2 (AS CURRENTLY PLATTED AND AS PLATTED HEREON) SHALL INCLUDE SECONDARY ROADWAY (PUBLIC OR PRIVATE) TO LOT 1 FOR INGRESS/EGRESS AND ACCESS. IF PRIVATE, AN EASEMENT SHALL BE PROVIDED
6. NO ACCESS TO THE SUBJECT SITE IS ALLOWED FROM COLORADO STATE HIGHWAY 45 (PUEBLO BOULEVARD).
7. SANCHEZ LANE (PRIVATE DRIVE) AND THE PRIVATE INGRESS/EGRESS EASEMENT DEDICATED IN "DETAIL A" WILL HAVE PRIVATE SHARED ACCESS FOR THE USE OF INGRESS/EGRESS BY BOTH LOT 1 AND LOT 2. OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF THE SHARED ACCESS WILL REMAIN WITH THE PROPERTY IN WHICH IT LIES.



PLAT NOTES:

- THE PRIVATE SECONDARY ACCESS EASEMENT DEPICTED ON LOT 2 IS FOR THE USE OF SECONDARY INGRESS/EGRESS OF LOT 1.
10. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MATRIX DESIGN GROUP, INC., TO DETERMINE THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OF LAND, OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS OF RECORD, THE TITLE OF RECORD, MATRIX DESIGN GROUP INC., RELIED UPON TITLE COMMITMENT FILE NO. 385811TG PREPARED BY LEGACY TITLE GROUP WITH A COMMITMENT DATE OF OCTOBER 28, 2021 AT 7:30 A.M. ALL SCHEDULE B, EXCEPTIONS THAT ARE GRAPHICALLY PLOTTABLE ARE DEPICTED ON PAGE 2 OF THIS PLAT. ALL EXCEPTIONS THAT IMPACT THE PROPERTY THAT ARE NOT PLOTTABLE, COMPLETELY ENCOMPASS THE PROPERTY OR ARE OUTSIDE THE LIMITS OF THIS PLAT ARE LISTED BELOW.
- 10.1 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN DECLARATION OF EASEMENT, RECORDED FEBRUARY 2, 1987 IN BOOK 2331 AT PAGE 513. (SURVEYOR'S NOTE: THIS DOCUMENT CONTAINS A LEGAL DESCRIPTION OF AN EASEMENT THAT COMMENCES AT "THE FRONTAGE ROAD OFF PUEBLO BOULEVARD" AND OTHERWISE CONTAINS NO BEARINGS AND DISTANCES OR REFERENCES TO RECORDED MAPS. SAID FRONTAGE ROAD NO LONGER EXISTS ON RECORDED MAPS OR GIS, MAKING IT UNPLOTTABLE. THIS EASEMENT IS ALSO NOT DEPICTED ON ANY OF THE RECORDED PLATS FOR THE AREA BEING REPLATTED HEREIN).
- 10.2 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN EASEMENT AND RIGHT OF WAY, RECORDED MARCH 11, 2004 AT RECEPTION NO. 1555468 AND IN CONNECTION THEREWITH RESOLUTION NO. 12684 RELEASE OF EASEMENT RECORDED DECEMBER 23, 2013 AT RECEPTION NO. 1963793. (SURVEYOR'S NOTE: RECEPTION NO. 1555468 CONTAINS A LEGAL DESCRIPTION OF AN EASEMENT THAT ENCUMBERS A PORTION OF THE SUBJECT PROPERTY, HOWEVER, SAID EASEMENT WAS RELEASED BY RECEPTION NO. 1963793).
- 10.3 THE EFFECT, IF ANY, OF ASSESSMENTS THAT MAY BE LEVIED BY THE PUEBLO CONSERVANCY DISTRICT, PER NOTICE OF AN ORDER APPROVING THE AMENDED OFFICIAL PLAN FOR THE PUEBLO CONSERVANCY DISTRICT, RECORDED AUGUST 1, 2007 AT RECEPTION NO. 1736292 AND DISTRICT MAP RECORDED DECEMBER 11, 2009 AT RECEPTION NO. 1829096. ORDER ON EXPANSION OF DISTRICT BOUNDARY RECORDED FEBRUARY 15, 2013 AT RECEPTION NO. 1934215. (SURVEYOR'S NOTE: THIS DOCUMENT CONTAINS A MAP OF THE DISTRICT BOUNDARY WHICH COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).
- 10.4 ANY ASSIGNMENT OR LIEN OF THE LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT AS DISCLOSED BY THE INSTRUMENT RECORDED DECEMBER 13, 2002 AT RECEPTION NO. 1474320, AND DISTRICT MAP RECORDED DECEMBER 11, 2009 AT RECEPTION NO. 1829096 AND AS AMENDED BY INSTRUMENT RECORDED JANUARY 4, 2010 AT RECEPTION NO. 1829179. (SURVEYOR'S NOTE: RECEPTION NO. 1829179 STATES THAT THE DISTRICT BOUNDARIES INCLUDE THE ENTIRE COUNTY OF PUEBLO, WHICH COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).
- 10.5 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN SUBDIVISION IMPROVEMENT AGREEMENT RECORDED MAY 8, 2008 AT RECEPTION NO. 1768308 AND ADDENDUMS THERETO RECORDED MAY 8, 2008 AT RECEPTION NO. 1768309 AND AT RECEPTION NO. 1768310. (SURVEYOR'S NOTE: THE REFERENCED AGREEMENT IS FOR PARK WEST BUSINESS CAMPUS FILING NO. 5, WHICH COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).
- 10.6 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN STORM WATER DETENTION BASIN EASEMENT AND MAINTENANCE AGREEMENT RECORDED DECEMBER 23, 2013 AT RECEPTION NO. 1963792. (SURVEYOR'S NOTE: "EXHIBIT A" IN THE REFERENCED DOCUMENT, AND THE GRANT OF EASEMENT WITHIN, COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).
- 10.7 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN SUBDIVISION IMPROVEMENT AGREEMENT RECORDED DECEMBER 23, 2013 AT RECEPTION NO. 1963792. (SURVEYOR'S NOTE: THE REFERENCED AGREEMENT IS FOR PARK WEST BUSINESS CAMPUS FILING NO. 8, WHICH COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).
- 10.8 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESERVATION OF ARCHITECTURAL AND USE APPROVALS RECORDED DECEMBER 23, 2013 AT RECEPTION NO. 1963802. (SURVEYOR'S NOTE: THE REFERENCED DOCUMENT INCLUDES LOT 1, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 8, ALONG WITH A DESCRIBED "ADDITIONAL PARCEL", WHICH IS ADJACENT TO BUT DOES NOT ENCUMBER THE SUBJECT PROPERTY).
- 10.9 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN MEMORANDUM OF OPTION TO ACQUIRE TITLE RECORDED DECEMBER 23, 2013 AT RECEPTION NO. 1963803. (SURVEYOR'S NOTE: THE REFERENCED DOCUMENT CONTAINS A DESCRIBED "ADDITIONAL PARCEL", WHICH IS ADJACENT TO BUT DOES NOT ENCUMBER THE SUBJECT PROPERTY).
- 10.10 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN ROAD AGREEMENT, RECORDED DECEMBER 23, 2013 AT RECEPTION NO. 1963804. (SURVEYOR'S NOTE: THE REFERENCED DOCUMENT INCLUDES LOT 1, BLOCK 1, PARK WEST BUSINESS CAMPUS FILING NO. 8, ALONG WITH A DESCRIBED "ADDITIONAL PARCEL", WHICH IS ADJACENT TO BUT DOES NOT ENCUMBER THE SUBJECT PROPERTY).
- 10.11 TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN SUBDIVISION IMPROVEMENT AGREEMENT RECORDED OCTOBER 1, 2014 AT RECEPTION NO. 1986431. (SURVEYOR'S NOTE: THE REFERENCED AGREEMENT IS FOR PARK WEST BUSINESS CAMPUS FILING NO. 9, WHICH COMPLETELY ENCOMPASSES AND ENCUMBERS THE SUBJECT PROPERTY).

MAP REFERENCE LEGEND

THE FOLLOWING RECORD DOCUMENTS WERE CONSIDERED IN DEVELOPING THIS ALTA SURVEY:

- | | |
|----|---|
| R1 | SOUTHERN COLORADO MEDICAL CENTER, FILING NO. 1, RECORDED MAY 1, 1998, UNDER RECEPTION NUMBER 1216941. |
| R2 | PARK WEST BUSINESS CAMPUS, FILING NO. 2, RECORDED MARCH 11, 2004, UNDER RECEPTION NO. 1555457. |
| R3 | PARK WEST BUSINESS CAMPUS, FILING NO. 3, RECORDED JUNE 30, 2005, UNDER RECEPTION NO. 1626947. |
| R4 | PARK WEST SUBDIVISION FILING NO. 1, RECORDED MARCH 8, 2006, UNDER RECEPTION NUMBER 1665106. |
| R5 | PARK WEST BUSINESS CAMPUS, FILING NO. 7, RECORDED MARCH 16, 2012, UNDER RECEPTION NO. 1901886. |
| R6 | PARK WEST BUSINESS CAMPUS, FILING NO. 8, RECORDED DECEMBER 23, 2013, UNDER RECEPTION NO. 1963796. |
| R7 | PARK WEST BUSINESS CAMPUS, FILING NO. 9, RECORDED OCTOBER 01, 2014, UNDER RECEPTION NO. 1986430. |

MONUMENTATION LEGEND

- A - INDICATES A FOUND NO. 5 REBAR WITH 3/4 INCH YELLOW PLASTIC CAP STAMPED "LS 12933" - ACCEPTED AS BEING SET PER MAP REFERENCE 7.
- B - INDICATES A FOUND 1 INCH ALUMINUM TAG STAMPED "LS 12933" - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- C - INDICATES A FOUND DRILLED HOLE ACCEPTED AS THE REMAINS OF A SURVEY MONUMENT - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- E - INDICATES A FOUND NO. 5 REBAR WITH 3/4 INCH YELLOW PLASTIC CAP STAMPED "LS 12933" - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- F - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R1, R2, R3, R4, R5, R7 AND R8.
- G - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R3, R7 AND R8.
- H - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R7 AND R8.
- I - INDICATES A FOUND NO. 5 REBAR WITH 3-1/4 INCH ALUMINUM CAP STAMPED "LS 12933" ENCASED IN A MONUMENT WELL SET FLUSH WITH THE ROADS SURFACE - PER MAP REFERENCE R2, R4, R7 AND R8.
- J - INDICATES A FOUND NO. 5 REBAR WITHOUT A SURVEYOR'S IDENTIFICATION CAP - NO RECORD FOUND OF THIS MONUMENT BEING SET.
- K - INDICATES A FOUND NO. 5 REBAR WITHOUT A SURVEYOR'S IDENTIFICATION CAP - PER MAP RECORD R7 AND R8.

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. _____ OF SECTION 12-4-7 (J)(1) AND WITH SECTION 12-4-5 (B), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

DIRECTOR OF PUBLIC WORKS

DATE

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

CHAIRPERSON PLANNING COMMISSION

DATE

SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY STATES AND DECLARES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS RESPONSIBLE CHARGE AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND, AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 2016, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

PATRICK S. JERNIGAN, PLS 37042
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.

CERTIFICATION BY CITY CLERK:

- **APPROVAL FOR RECORDING** -

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF "COTTAGES AT PARK WEST" HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

DATE: _____

_____ CITY CLERK

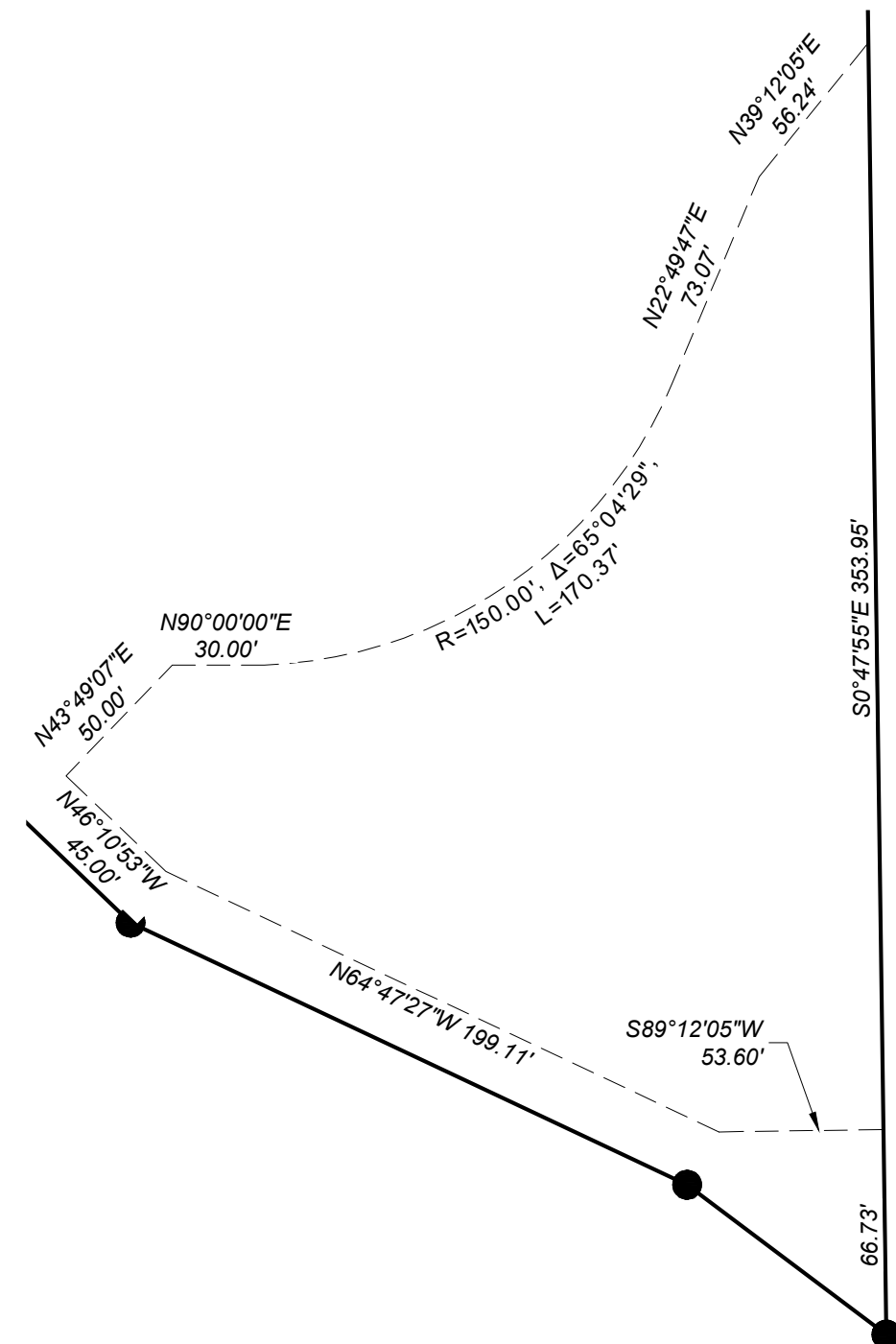
PREPARED BY:

 **Matrix**

2435 Research Pkwy, Suite 300
Colorado Springs, CO 80920
Phone 719-575-0100
Fax 719-575-0208

CASE NO. S-XX-XX

BEING A REPLAT OF LOT 2, BLOCK 1, PARK WEST BUSINESS CMPUS, FILING NO. 9, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY AND COUNTY OF PUEBLO, STATE OF COLORADO.



CURVE TABLE			
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE
C1	237.01	52.00	261°09'00"
C2	15.66	52.00	17°15'28"
C3	18.35	52.00	20°12'49"

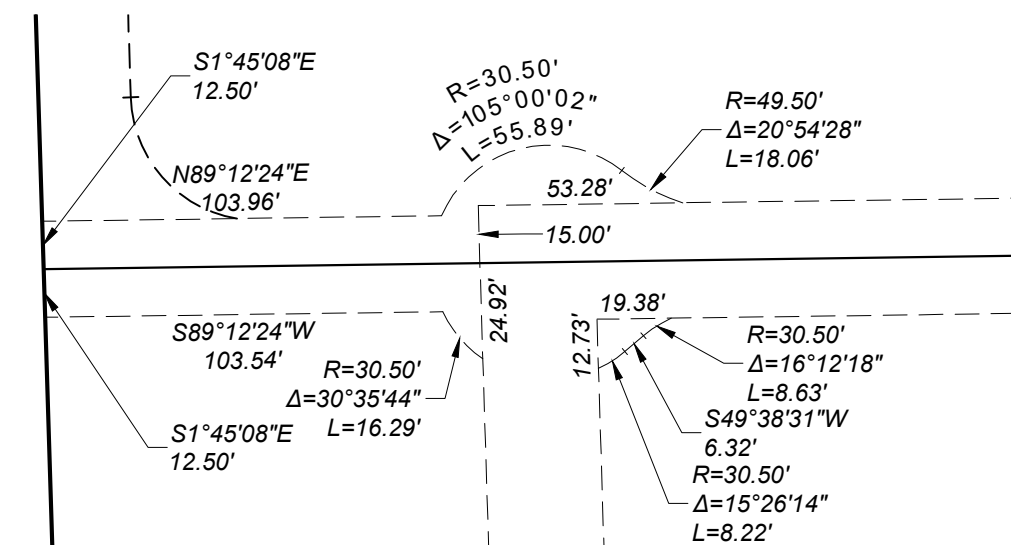
THE ABOVE COORDINATES ARE REPRESENTED IN U.S. SURVEY FEET AND HAVE AN AVERAGE COMBINED SCALE FACTOR OF 0.999740701

INDICATES A FOUND MONUMENT DESCRIBED WITHIN THE MONUMENTATION LEGEND OR AS NOTED.

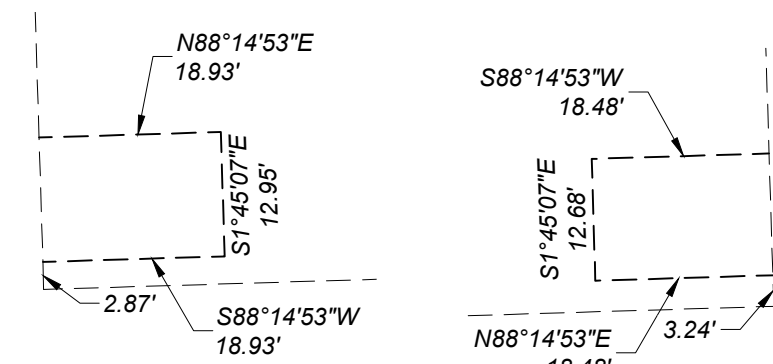
INDICATES A REBAR WITH 1-1/2 INCH ALUMINUM CAP STAMPED "MATRIX PLS 34977" SET FLUSH WITH THE GROUND OR AS NOTED.

INDICATES MONUMENT DISTANCE ABOVE OR BELOW GROUND LEVEL

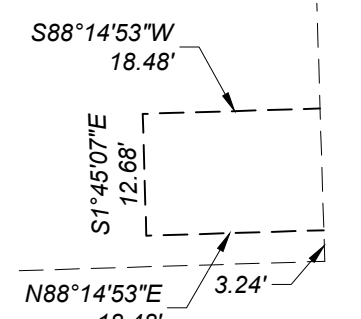
ALL MONUMENTS WERE FOUND FLUSH WITH THE GROUND UNLESS NOTED



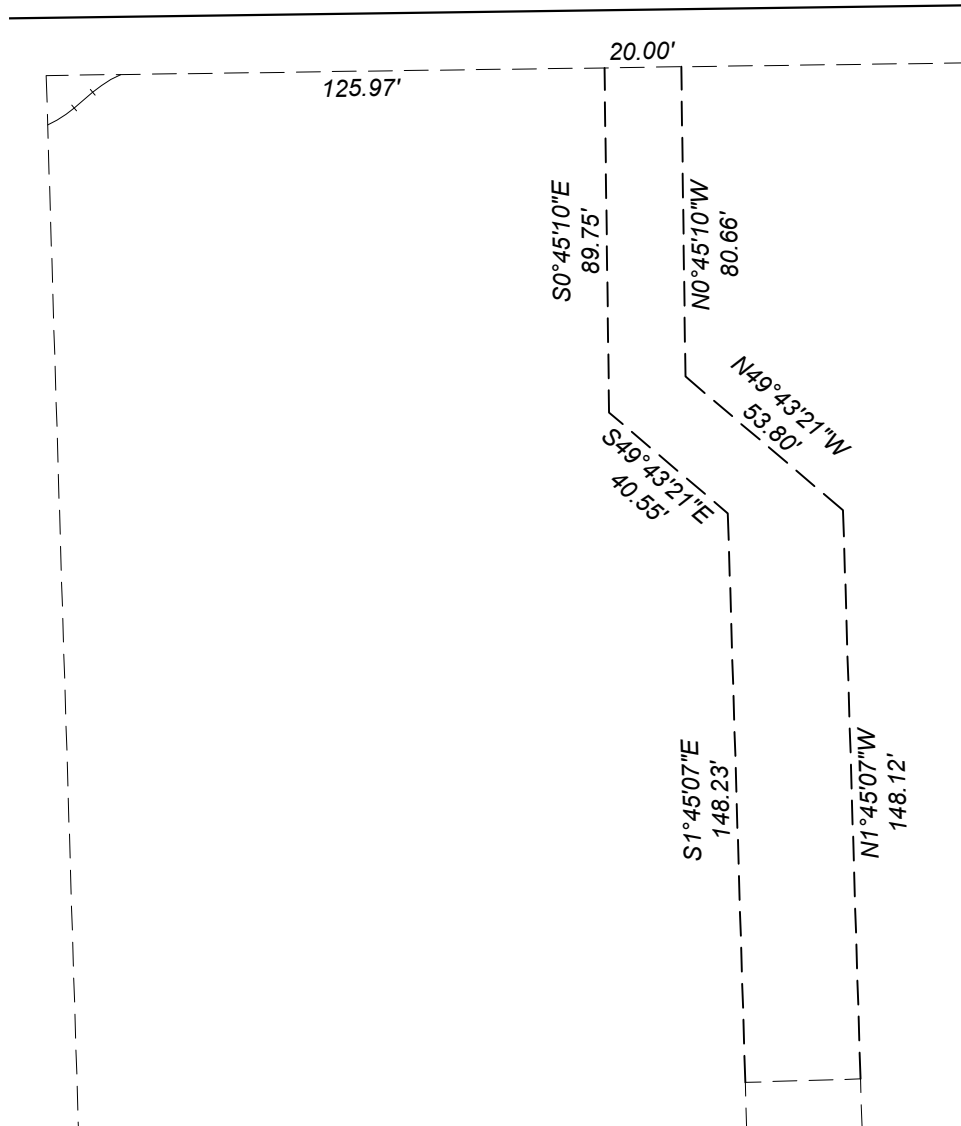
DETAIL A
PRIVATE INGRESS / EGRESS AND PUBLIC
UTILITY EASEMENTS
SCALE: 1"=50'



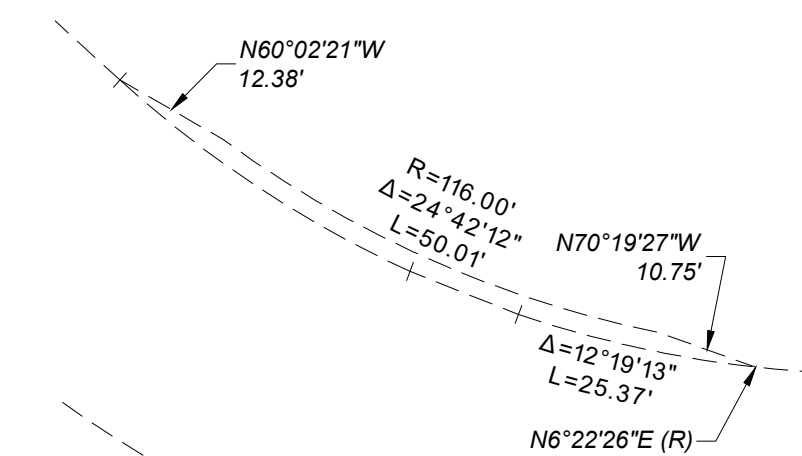
DETAIL B
PUBLIC UTILITY EASEMENT
SCALE: 1"=20'



DETAIL C
PUBLIC UTILITY EASEMENT
SCALE: 1"=20'



DETAIL E
PUBLIC UTILITY EASEMENT
SCALE: 1"=50'



DETAIL D
PRIVATE INGRESS / EGRESS EASEMENT
SCALE: 1"=20'

THE FOLLOWING RECORD DOCUMENTS WERE CONSIDERED IN DEVELOPING THIS ALTA SURVEY:

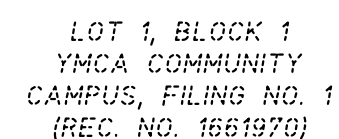
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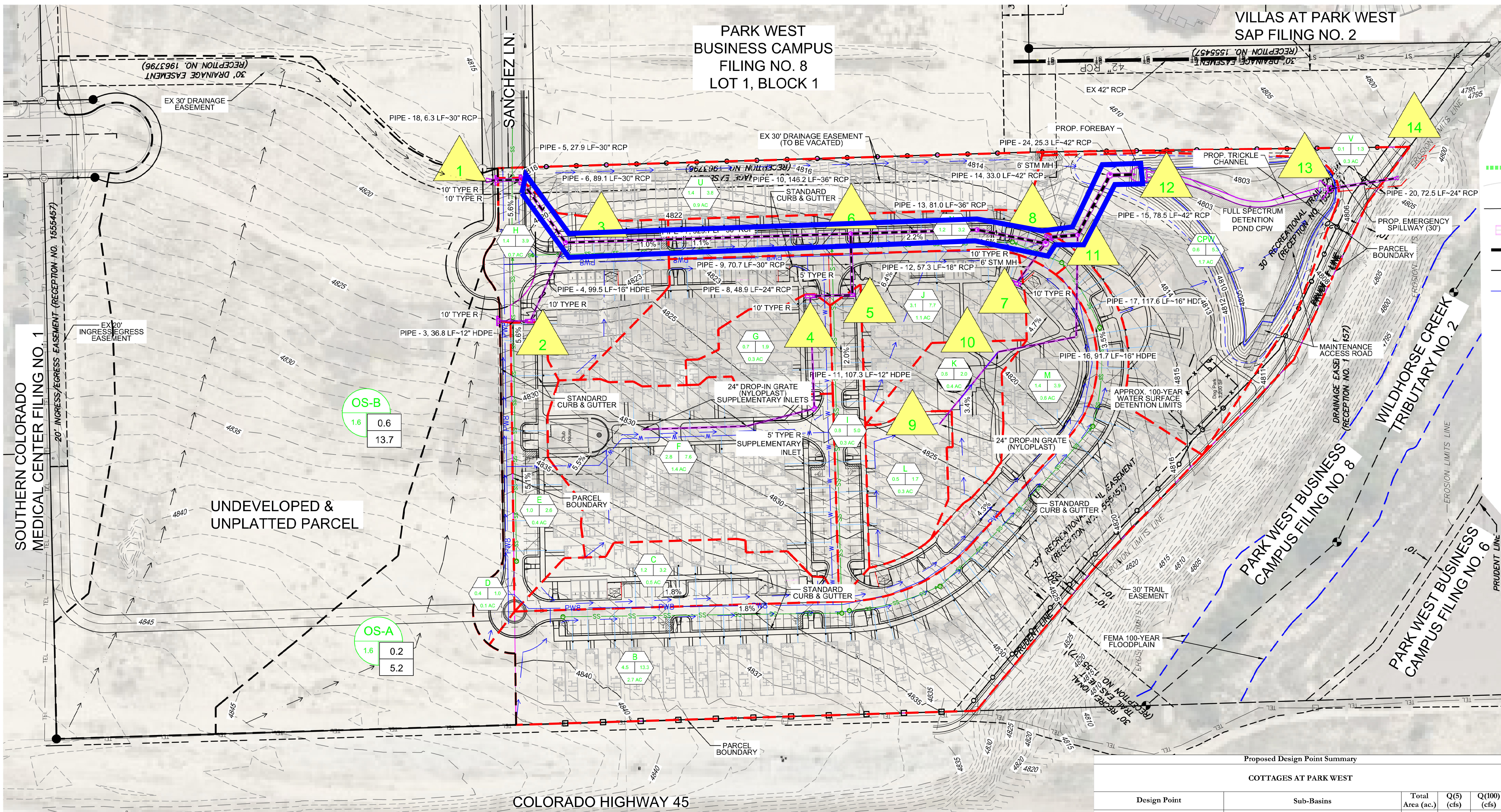
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PREPARED BY:



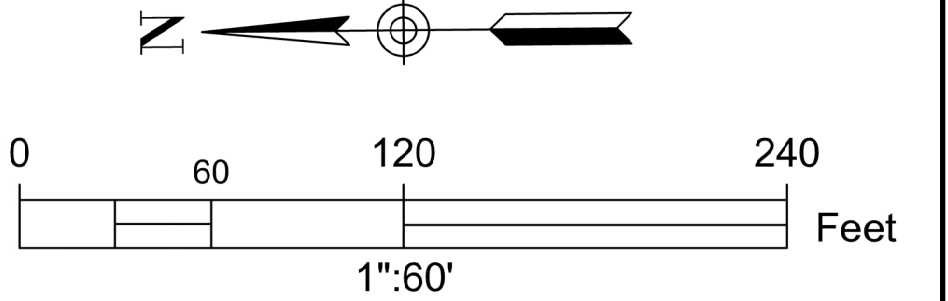
2435 Research Pkwy, Suite 300
Colorado Springs, CO 80920
Phone 719-575-0100
Fax 719-575-0208





LEGEND

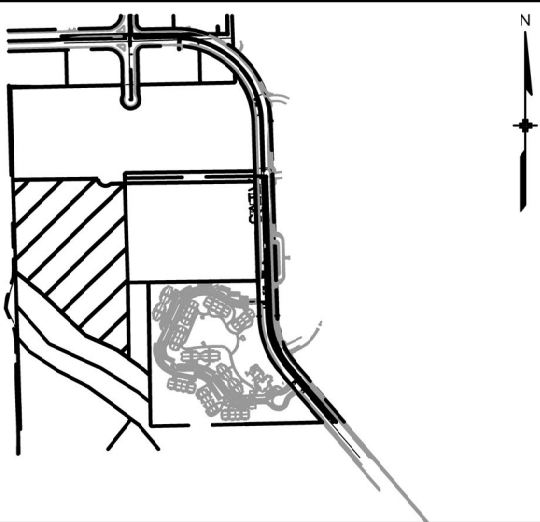
- BASIN BOUNDARY
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED STORM DRAIN PIPE
- EXISTING STORM DRAIN PIPE
- PROPOSED PROPERTY LINE
- PROPOSED FLOW DIRECTION
- DESIGN POINT
- SUB BASIN DESIGNATION
- 5-YEAR STORM EVENT PEAK FLOW (CFS)
- 100-YEAR STORM EVENT PEAK FLOW (CFS)
- SUB BASIN AREA (AC.)
- PROPOSED MAINTENANCE ACCESS ROAD
- PROPOSED RIP RAP
- EMERGENCY FLOW PATHS



COTTAGES AT PARK WEST Proposed Conditions Sub-basin Summary			
Basin	Area acres	Q5 cfs	Q100 cfs
OS-A	1.64	0.2	5.2
OS-B	6.25	0.6	13.7
B	2.73	4.5	13.3
C	0.50	1.2	3.2
D	0.15	0.4	1.0
E	0.39	1.0	2.6
F	1.37	2.8	7.6
G	0.32	0.7	1.9
H	0.70	1.5	4.1
I	0.28	0.8	5.0
J	1.05	3.1	7.7
K	0.37	0.6	2.0
L	0.33	0.5	1.7
M	0.63	1.4	3.9
N	0.49	1.2	3.2
CPW	1.73	0.6	5.3
U	0.86	1.4	3.7
V	0.30	0.1	1.3

Proposed Design Point Summary				
COTTAGES AT PARK WEST				
Design Point	Sub-Basins	Total Area (ac.)	Q(5) (cfs)	Q(100) (cfs)
1	OS-A, OS-B (FLOWS CONVEYED THROUGH SITE, NO DETENTION PROVIDED FOR OFFSITE DEVELOPMENT)	7.89	0.82	17.43
H	H	0.70	1.49	4.08
1b	OS-A, OS-B, H	8.59	1.74	20.20
D	D	0.15	0.37	1.02
2	D, E	0.53	1.35	3.70
3	OS-A, OS-B, D, E, H	9.13	3.32	30.15
4	C, F, G	2.18	4.88	13.33
5A	I	0.28	0.85	4.96
5B	C, F, G, I	2.46	5.59	17.62
6	OS-A, OS-B, C-1	11.39	8.53	48.53
7	J, M	1.68	4.35	11.28
8A	B, N	3.22	6.54	18.99
8B	OS-A, OS-B, B-J, M, N	16.49	16.57	69.31
9	L	0.33	0.48	1.74
10A	K	0.37	0.57	1.99
10B	LK	0.70	1.02	3.64
11	OS-A, OS-B, B-N	17.19	18.95	78.66
12	DETAINED: OS-A, OS-B, B-N-CPW	18.92	14.13	61.01
12	DETAINED LESS OFFSITE AREAS	11.03	16.35	51.49
13	POND CPW Discharge	18.92	0.80	29.30
14	Total Discharge (Equivalent to DP EX2)	20.07	3.04	51.73

REFERENCE DRAWINGS			
No.	DATE	DESCRIPTION	BY
COMPUTER FILE MANAGEMENT			
FILE NAME:			
CTB FILE:			
PLOT DATE:			
THIS DRAWING IS CURRENT AS OF PLOT DATE AND MAY BE SUBJECT TO CHANGE.			



COTTAGES AT PARK WEST			
CITY OF PUEBLO, CO			
POST-DEVELOPMENT CONDITIONS			
DESIGNED BY: JTS DRAWN BY: JTS CHECKED BY: NMS		SCALE HORIZ 1" = 60' VERT.	DATE ISSUED: AUGUST 2022 SHEET 2 OF 2
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC. PROJECT No. 21.1028.003		DRAWING No. DR-02	

3/8/22, 11:54 AM

OpenGov



City of Pueblo PLACE

03/08/2022

22-35

Subdivision Part I

Status: Active

Date Created: Mar 4, 2022

Applicant

Kelly Marshall
kelly.marshall@matrixdesigngroup.com
2435 Research Pwky
Ste 300
Colorado Springs, CO 80920
7195750100

Location

0 No Street Name
PUEBLO, CO 68849

Owner:

QWANZO LLC
102 N CASCADE AVE STE 250 COLORADO SPRINGS,
CO 80903

Zoning Compliance (Office Use Only)

Case Number

S-22-03

Planner Assigned

--

Is a 2nd Submittal Required?

--

P&Z

P&Z Hearing Date

05/11/2022

P&Z Hearing Results

--

Number of Continuances

--

City Council

City Council First Reading

--

City Council Hearing Date - Final Reading

--

City Council Hearing Results

--

Ordinance Number

--

Recording Number

--

Public Notice

Number of postcards sent

--

Number of Posters

--

Public Notice costs must be paid by:

--

Attachment F. Application



8605 Explorer Drive, Suite 250
Colorado Springs, CO 80920
Phone: 719.598.5190
Fax: 719.598.5194

June 14, 2022

Beritt Odom
Principal Planner
City of Pueblo
211 E. D Street
Pueblo, CO 81003

Dear MS Beritt:

Based on City's Review comments dated March 30, 2022, from the City of Pueblo Planning - Parks Department:

Parks Dept.

1. The City has determined that this not appropriate for dedication of eight percent (8%) of the land area. Therefore, a cash payment in lieu of land dedication will be required. All payments in lieu of land dedication shall be equal to the fair market value of the land is such subdivision, exclusive of street widths, valued as subdivided land int the intended zone district. You will need to do this calculation and make a proposal to the City of that value.

Goodwin Knight makes the following proposal to satisfy Parks' request:

Goodwin Knight proposes to make a cash payment of \$160,803 in lieu of land dedication based on the following calculation:

Total Acres: 11.83 AC. / 515,453 S.F.

Total Market value of Land: \$2,238,000.00 (Goodwin Knight purchase price from Qwanzo, LLC)

Value per acre: \$189,180

Total Land Area (Excluding Streets) 10.57 AC / 460,293 S.F.

8% of adjusted Land Area: (460,293 S.F. X 8%) = 36,823.44 S.F. or .85AC

Proposed Cash Payment: (.85 AC x \$189,180) = \$160,803.

Respectively Submitted for your approval,

A blue ink signature of Bryan Kneip.

Bryan Kneip
Vice President of Community Development

From: [Karen Elgin](#)
 To: [Beritt Odom](#)
 Subject: FW: [External] Re: SRC Summary April 13, 2022
 Date: Wednesday, April 13, 2022 3:49:34 PM
 Attachments: [image.png](#)
[image.png](#)
[image001.png](#)

FYI

Karen Elgin

Land Use Technician
 City of Pueblo - Planning Department
 211 E. D Street
 Pueblo, CO 81003
 (719) 553-2252
kelgin@pueblo.us



CONFIDENTIALITY NOTICE: The information contained in or attached to this electronic message is privileged/confidential and intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. Please notify sender if you have received this information in error and remove any record of the message.

From: Gonzales - CDOT, Arthur <arthur.gonzales@state.co.us>
 Sent: Wednesday, April 13, 2022 3:48 PM
 To: Regalado - CDOT, Michelle <michelle.regalado@state.co.us>
 Cc: Valerie Sword - CDOT <valerie.vigil@state.co.us>; Karen Elgin <kelgin@pueblo.us>
 Subject: [External] Re: SRC Summary April 13, 2022

External email. Please use caution.

All,

Parcel #515064010 Cottages @ Parkwest 719-575-0100

Not a gated community, developer is not purchasing the entire parcel - will need an access easement, may need to be replat,

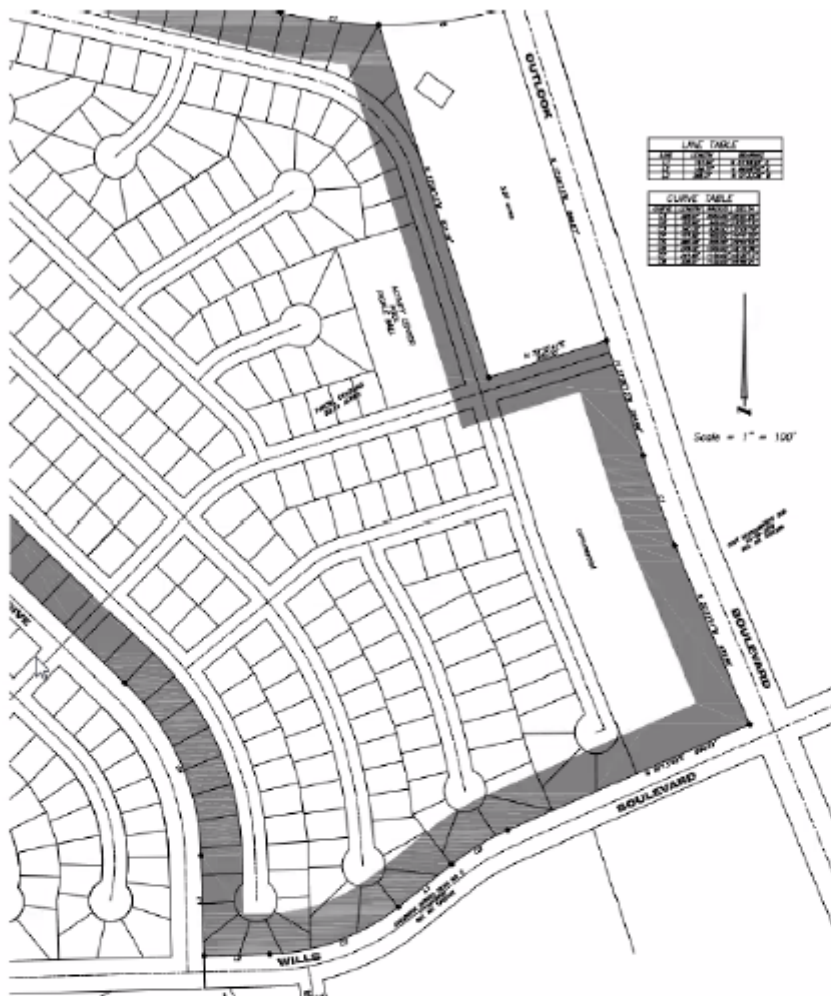
Kelly Marshall kelly.marshall@matrixdesigngroup.com

- No direct access to SH 45 will be granted, access shall be gained from local or surrounding roadways
- Request review of Traffic Analysis and Drainage Report,
- Noise should be evaluated for mitigation by the developer, CDOT is not responsible for noise mitigation, this is the sole responsibility of the developer
- Review of site plan for the multi-family development, specifically, the number of units and proposed location of the access
- All previous formal comments apply



Reserve some acreage for commercial use, ±354 lots

- Traffic Analysis



DFB Subdivision- University Park 719-924-0012

The DFB Subdivision will be a 5-lot multi-family subdivision. Attached is a preliminary site plan showing proposed 4-plex units and off-street parking on Lots 1, 2, 4 and 5

John Chrisman john@chrismanengineering.com

- No Comments at this time

Maverick Gas Station, AWA Engineering, 1001 W. Pueblo Blvd 702-370-6962

6 lot subdivision, large retention pond will be shifted to the north and plan to downsize the pond, maintenance agreement

rickm@awaeng.com

- Art Gonzales will provide comments
- Art has received a Traffic Impact Study and Drainage Report. They are currently under the CDOT review process and I will provide official planning comments to the City of Pueblo team and the developer.
- Application for access has not happened yet.
- The Access Control Plan methodology is being incorporated to the current development and planning comments.

Thank you,

Arthur Gonzales - Access Manager



R2 - Permits - Access - Traffic and Safety

5615 Wills Blvd. Pueblo, CO 81008

P(719)546-5732 | arthur.gonzales@state.co.us | www.coloradodot.info | www.cotrip.org

On Wed, Apr 13, 2022 at 3:35 PM Regalado - CDOT, Michelle <michelle.regalado@state.co.us> wrote:

Parcel #515064010 Cottages @ Parkwest 719-575-0100

Not a gated community, developer is not purchasing the entire parcel - will need an access easement, may need to be replat,

Kelly Marshall kelly.marshall@matrixdesigngroup.com

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- Review of site plan for the multi-family development, specifically, the number of units and proposed location of the access
- All previous formal comments apply



Rocky Mangini rmangini@ghvalley.net

- Traffic Analysis

August 25, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Kelly Marshall, Matrix Design Group** for the approval of the following application(s) generally located East of Pueblo Blvd and South of E. Spaulding Ave.

Z-22-05 Rezone: Cottages at Park West, Parcel 515064010: approximately 28.35 acres from Highway and Arterial (B-3) Zone District to Multiple Residential and Office (R-5) Zone District.

S-22-03 Subdivision: Cottages at Park West, subdivision of 28.35 acres into 194 single-family and duplex residential lots.

SAP-22-01 Special Area Plan: Cottages at Park West. Requesting approval for a Special Area Plan to coincide with the Subdivision and Rezoning of approximately 28.35 acres.

The Planning and Zoning Commission meeting will be held on September 14, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Bart Mikitowicz**, Senior Planner
(719) 553-2321

August 25, 2022

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Scott Hobson, Acting Director
Planning & Community Development
By **Bart Mikitowicz**, Senior Planner
(719) 553-2321

CASE NUMBER

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as COTTAGES AT PARK WEST to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

6-27-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
QWANZO LLC	102 N CASCADE AVE STE 250	COLORADO SPRING	CO	80903-1409
VILLAS AT PARK WEST LLC	1603 LBJ FWY STE 800	DALLAS	TX	75234-6061
PRO MANAGEMENT LLC	275 CAMINO DE LOS RANCHOS S	PUEBLO	CO	81007-2010
M W S H PUEBLO LLC	3425 BOONE RD SE	SALEM	OR	97317-9336
PARKER + SPAULDING LLC	3470 PARKER BLVD	PUEBLO	CO	81008-2280
BANFF HOLDINGS LLC	3530 E SPAULDING AVE	PUEBLO	CO	81008-2209
PARKVIEW MEDICAL CENTER INC	400 W 16TH ST	PUEBLO	CO	81003-2745
SPANISH PEAKS ASSET MANAGEM	41 MONTEBELLO RD STE 200	PUEBLO	CO	81001-1366
Y M C A COMMUNITY CAMPUS LI	700 N ALBANY AVE	PUEBLO	CO	81003-4126
ENT FEDERAL CREDIT UNION	7250 CAMPUS DR	COLORADO SPRING	CO	80920-6517
CITY OF PUEBLO A MUNICIPAL CO	PO BOX 1427	PUEBLO	CO	81002-1427
V I P HEALTH CARD LLC	PO BOX 7887	PUEBLO WEST	CO	81007-0887



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

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 40-FOOT UTILITY, DRAINAGE, AND INGRESS/EGRESS EASEMENT THAT RUNS DIAGONALLY THROUGH PARCEL B, REARRANGEMENT OF PROPERTY BOUNDARIES, AMENDED PLAT, UNIVERSITY PARK 30TH FILING

SUMMARY:

The applicant is requesting to vacate a 40-foot utility, drainage, and ingress/egress easement that runs diagonally through Parcel B, Rearrangement of Property Boundaries Amended Plat, University Park 30th Filing.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to re-subdivide Parcel B, of the Rearrangement of Property Boundaries, Amended Plat, of University Park Subdivision 30th Filing into Lot 1, Block 1, University Park Subdivision, 33rd Filing.

BACKGROUND:

The 40-foot Utility, Drainage, and Ingress/Egress Easement that is proposed to be vacated, was subdivided in 1983 to provide utility and drainage services within Lot 2 and access to Lot 3, University Park Subdivision 30th, Filing (currently Lots 1 and 3, Block 1, University Park Subdivision, 31st Filing). The proposed University Park Subdivision 33rd Filing, establishes a 24-foot access easement running west along the northern property line and south adjacent to the 15-foot Trail Easement located along the western property line; providing access to Lots 1 and 3, Block 1, University Park Subdivision, 31st Filing. A 40-foot Utility and Drainage Easement, located along the eastern property line, was established with the 30th filing and provides adequate utility and drainage; because of this, the 40-foot perpendicular easement that is proposed to be vacated is redundant.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their April 12, 2023, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, developable land will be limited and would impede the applicant's ability to develop the property.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. V-23-03 Attachments

ORDINANCE NO. 10477

AN ORDINANCE VACATING A 40-FOOT UTILITY, DRAINAGE,
AND INGRESS/EGRESS EASEMENT THAT RUNS
DIAGONALLY THROUGH PARCEL B, REARRANGEMENT OF
PROPERTY BOUNDARIES, AMENDED PLAT, UNIVERSITY
PARK 30TH FILING

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

SECTION 1.

The following described street:

A 40 FOOT WIDE STRIP OF LAND BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675959,
AND ALSO BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675960 OF THE
COUNTY OF PUEBLO CLERK AND RECORDER OFFICE, BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE WEST LINE OF PARCEL "B" OF SAID REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, AND IS CONSIDERED TO BEAR N00°55'19"E, MONUMENTED ON THE SOUTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "CALVADA PLS 36580" AND ON THE NORTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "PLS 6128."

COMMENCING AT THE SOUTHEAST CORNER OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675960; THENCE WITH THE SOUTH LINE OF SAID SPECIAL WARRANTY DEED, N77°53'32"W, A DISTANCE OF 179.87 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING WITH SAID SOUTH LINE, N77°53'32"W, A DISTANCE OF 40.29 FEET;

THENCE N18°59'38"E, A DISTANCE OF 276.12 FEET;

THENCE S26°09'42"E, A DISTANCE OF 56.42 FEET;

THENCE S18°59'38"W, A DISTANCE OF 231.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 10,152 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.

is hereby vacated.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 22, 2023.

Final adoption of Ordinance by City Council on June 12, 2023.



President of City Council

Action by the Mayor:

☒ Approved on June 14, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST



City Clerk

PLAT EASEMENT VACATION

A PART OF PARCEL B, REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED PLAT,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

PROPERTY DESCRIPTION

PARCEL A:
SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675959, BEING A PORTION OF LOT 2 IN BLOCK 1 IN UNIVERSITY PARK SUBDIVISION, 30TH FILING, AMENDED, ALSO BEING A PORTION OF PARCEL "B" OF REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, RECORDED JUNE 14, 1993 IN BOOK 2661 AT PAGE 946 OF THE PUEBLO COUNTY RECORDS, EXCEPT THE FOLLOWING DESCRIBED TWO (2) PORTIONS OF SAID LOT 2;
1. BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;
THENCE SOUTH 84 DEGREES 16 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 251.25 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;
THENCE SOUTH 01 DEGREES 01 MINUTE 55 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 95.41 FEET;
THENCE SOUTH 88 DEGREES 58 MINUTES 05 SECONDS EAST, A DISTANCE OF 140.00 FEET;
THENCE NORTH 78 DEGREES 39 MINUTES 55 SECONDS EAST, A DISTANCE OF 159.64 FEET TO THE EASTERLY LINE OF SAID LOT 2;
THENCE NORTH 26 DEGREES 03 MINUTES 06 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 102.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING.
2. COMMENCING AT THE SOUTHEAST CORNER OF PARCEL "B" OF REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED RECORDED JUNE 14, 1993 IN BOOK 2661 AT PAGE 946, SAID POINT BEING THE POINT OF BEGINNING;
THENCE NORTH 77 DEGREES 46 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID PARCEL "B", A DISTANCE OF 315.00 FEET;
THENCE NORTH 12 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 59.23 FEET;
THENCE NORTH 01 DEGREES 01 MINUTES 55 SECONDS EAST, A DISTANCE OF 13.65;
THENCE NORTH 78 DEGREES 39 MINUTES 55 SECONDS EAST, A DISTANCE OF 273.30 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "B";
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL "B", THE FOLLOWING TWO (2) COURSES:
1. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 70 DEGREES 34 MINUTES 23 SECONDS WEST, HAVING A DELTA OF 17 DEGREES 41 MINUTES 13 SECONDS, A RADIUS OF 450.00 FEET, AND A LENGTH OF 138.91 FEET TO THE POINT OF TANGENT;
2. SOUTH 01 DEGREES 44 MINUTES 25 SECONDS EAST, A DISTANCE OF 55.93 FEET TO THE POINT OF BEGINNING.

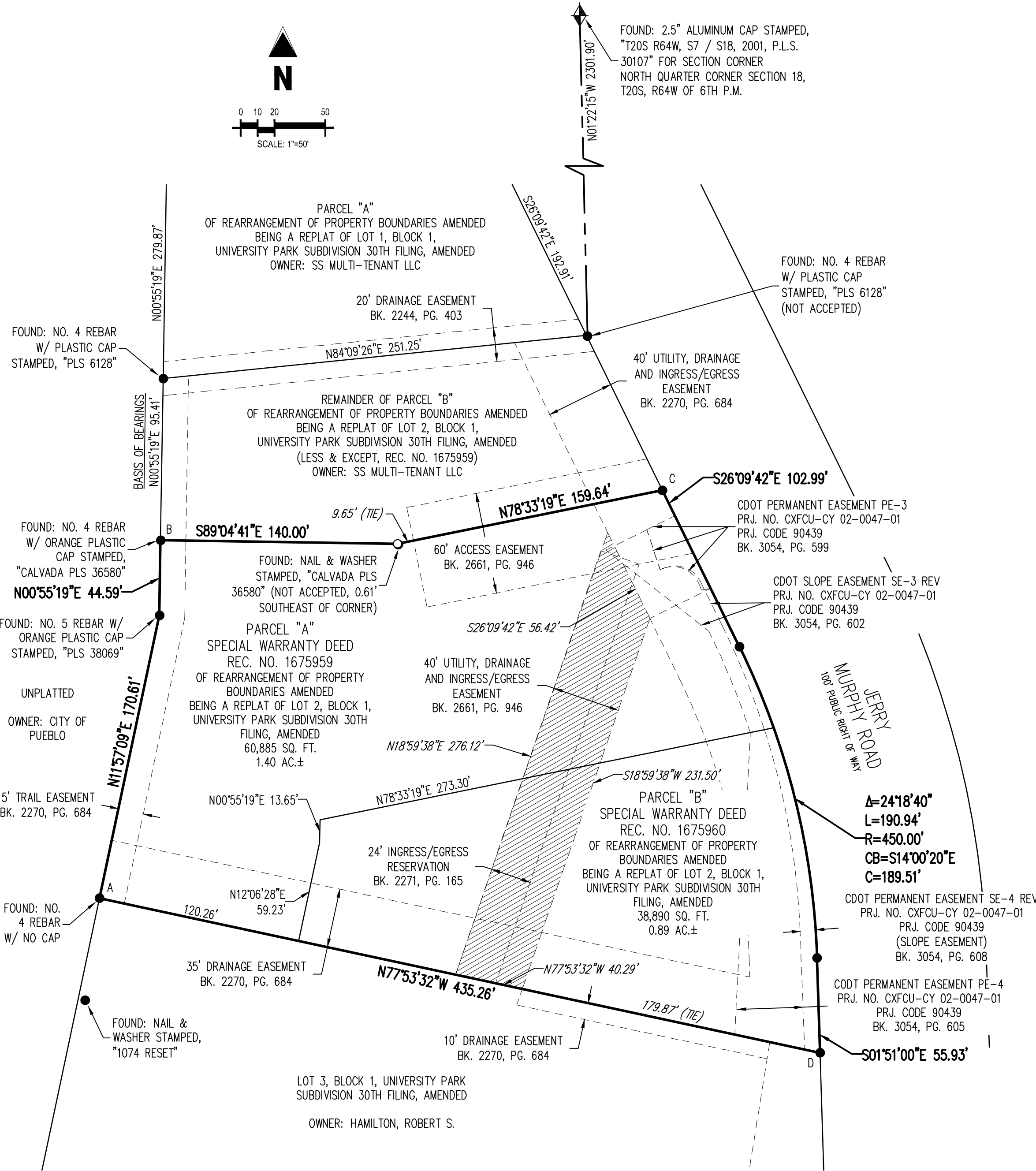
PARCEL B:
SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675960, BEING A TRACT OF LAND LOCATED IN SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO, BEING A PORTION OF PARCEL "B", REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, AS RECORDED IN THE PUEBLO COUNTY RECORDS IN BOOK 2661 AT PAGE 946, ALSO BEING A PORTION OF LOT 2, BLOCK 1, UNIVERSITY PARK SUBDIVISION, 30TH FILING AMENDED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS: THE SOUTHERLY LINE OF PARCEL "B" REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, AS RECORDED IN THE PUEBLO COUNTY RECORDS IN BOOK 2661 AT PAGE 946, BEING MONUMENTED AT EACH END WITH A NO. 4 REBAR AND PLASTIC CAP BEING MARKED PLS 12359 BEING CONSIDERED TO BEAR S77°46'56"E, A DISTANCE OF 435.28 FEET.
COMMENCING AT THE SOUTHEAST CORNER OF PARCEL "B" REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, AS RECORDED IN THE PUEBLO COUNTY RECORDS IN BOOK 2661 AT PAGE 946, SAID POINT BEING THE POINT OF BEGINNING;
THENCE N77°46'56"W, AND ALONG THE SOUTH LINE OF SAID PARCEL "B", A DISTANCE OF 315.00 FEET;
THENCE N12°13'04"E, A DISTANCE OF 59.23 FEET;
THENCE N01°01'55"E, A DISTANCE OF 13.65 FEET;
THENCE N78°39'55"E, A DISTANCE OF 273.30 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "B";
THENCE SOUTHERLY AND ALONG THE EAST LINE OF SAID PARCEL "B", THE FOLLOWING TWO (2) COURSES:
1.) ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S70°34'23"W, HAVING A DELTA OF 17°41'13", A RADIUS OF 450.00 FEET, AND A LENGTH OF 138.91 FEET TO THE POINT OF TANGENT;
2.) S01°44'25"E, A DISTANCE OF 55.93 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 99,775 SQUARE FEET OR 2.29 ACRES OF LAND, MORE OR LESS.

EASEMENT DESCRIPTION (TO BE VACATED)

A 40 FOOT WIDE STRIP OF LAND RECORDED IN BOOK 2661, PAGE 946, BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675959, AND ALSO BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675960 OF THE COUNTY OF PUEBLO CLERK AND RECORDER OFFICE, BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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THENCE CONTINUING WITH SAID SOUTH LINE, N77°53'32"W, A DISTANCE OF 40.29 FEET;
THENCE N18°59'38"E, A DISTANCE OF 276.12 FEET;
THENCE S26°09'42"E, A DISTANCE OF 56.42 FEET;
THENCE S18°59'38"W, A DISTANCE OF 231.50 FEET TO THE POINT OF BEGINNING.

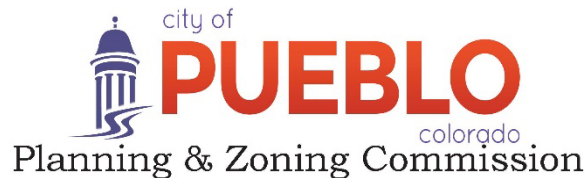
THE ABOVE DESCRIPTION CONTAINS 10,152 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.



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 12, 2023 – 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 the City Council.

MEETING CALLED TO ORDER

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

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

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; Cindy Capritta, Land Use Technician, Bart Mikitowicz, Sr. Planner.

2. V-23-03 Vacation: University Park Subdivision, 30th Filing Easement Vacation. Vacation Of a 40-foot Utility, Drainage, and Ingress/Egress Easement in the University Park Subdivision, 30th Filing. Staff report by Beritt Odom, Principal Planner.

Principal Planner Beritt Odom provided Staff Report.

Public Hearing: Applicant, Aaron McLean was sworn in and spoke in favor of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the application, seconded by Aznar, conditioned Subdivision Plat must be approved along with conditions 1-4.

Motion Passed: 7-0.



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-23-03 Vacation within University Park Subdivision, 30th Filing
S-21-13 University Park Subdivision, 33rd Filing

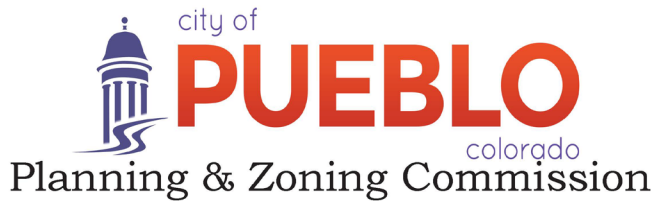
DATE: May 8, 2023

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

V-23-03

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: April 12, 2023

SUBJECT: University Park Subdivision 30th Filing, Easement Vacation

APPLICANT: Aaron McLean, Galloway and Company, Inc.

OWNER: Jeff Wilkins, Ent, Federal Credit Union

LOCATION: Generally located west of Jerry Murphy Rd. and north of the Jerry Murphy Onramp, westbound.

CONCURRENT REQUESTS: S-21-13 University Park Subdivision 33rd Filing

Request:

Vacation of the 40-foot Utility, Drainage, and Ingress/Egress Easement that runs diagonal through Parcel B, Rearrangement of Property Boundaries Amended Plat, University Park 30th Filing.

BACKGROUND AND ANALYSIS:

The 40-foot Utility, Drainage, and Ingress/Egress Easement that is proposed to be vacated, was subdivided in 1983 to provide utility and drainage services within Lot 2 and access to Lot 3, University Park Subdivision 30th, Filing (currently Lots 1 and 3, Block 1, University Park Subdivision, 31st Filing). The proposed University Park Subdivision 33rd Filing, establishes a 24-foot access easement running west along the northern property line and south adjacent to the 15-foot Trail Easement located along the western property line; providing access to Lots 1 and 3, Block 1, University Park Subdivision, 31st Filing. A 40-foot Utility and Drainage Easement, located along the eastern property line, was established with the 30th filing and provides adequate utility and drainage; because of this, the 40-foot perpendicular easement that is proposed to be vacated is redundant.

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 the Easement Vacation be recommended to City Council for approval once the following conditions have been satisfied:

1. Amend the vacation plat title to read, "University Park Subdivision 30th Filing, Easement Vacation."

2. Amend the Easement legal description according to the redlines provided by Joe Martellaro, Associate Engineer, II.
3. Remove the Property Description from the plat.
4. Amend the plat reference to the legal description of the lots located south of the vacation, the plat should state, "Lots 1 and 3, Block 1, University Park 31st, Filing.

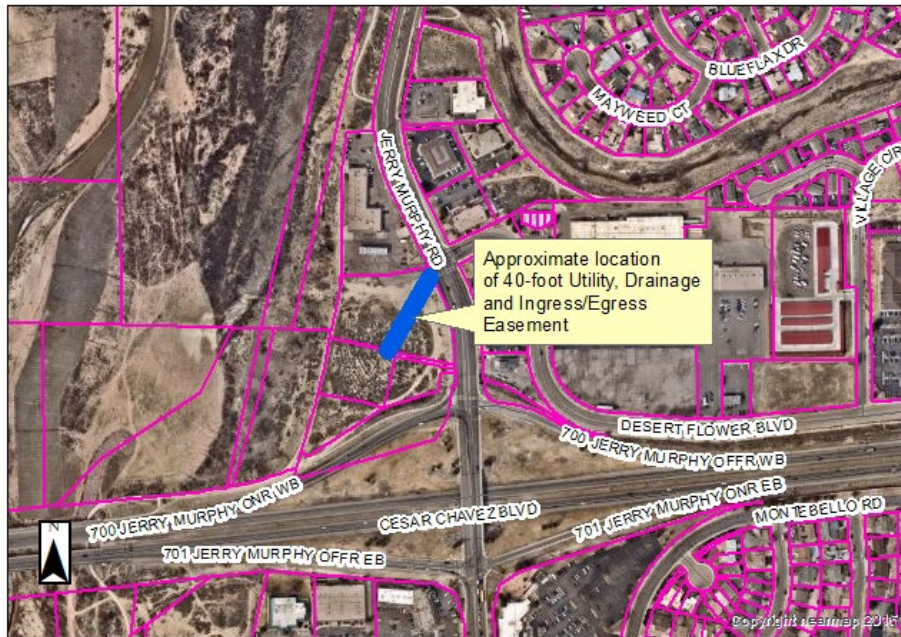
REFERRAL AGENCIES AND COMMENTS:

- City Public Works-Comments addressed in recommended conditions.
- City Transportation-Comments addressed in recommended 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

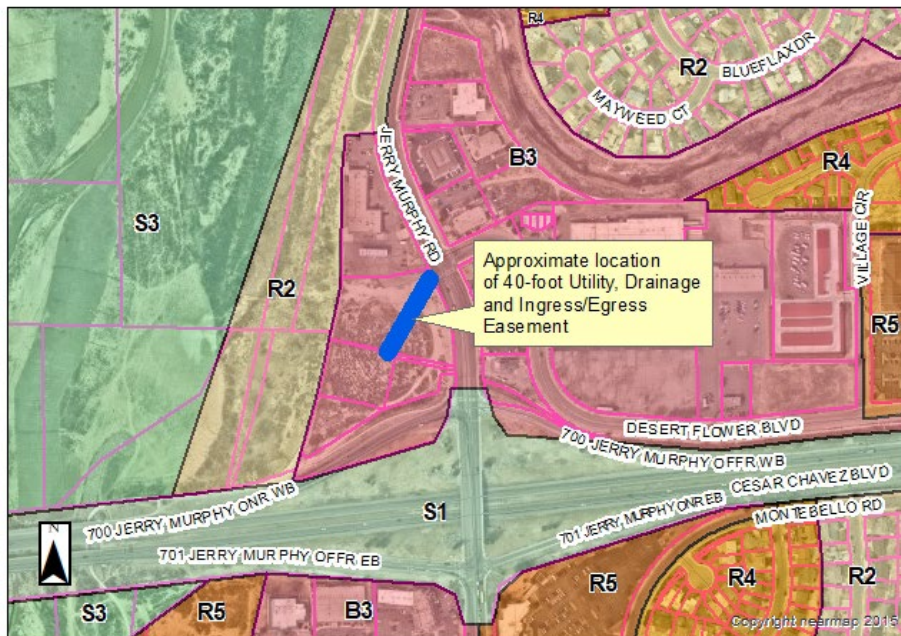
ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Site Photographs
- D. SRC Memo, April 5, 2023
- E. Vacation Plat

ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



Attachment D. Site Photos-Public Notice



Attachment D. View of parcel that contains the easement, looking south from Jerry Murphy Rd.

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: April 4, 2022

Subject: S-21-13 University Park Subdivision, 33rd Filing
V-23-03 University Park Subdivision, 30th Filing, Easement Vacation

S-21-13 University Park Subdivision, 33rd Filing: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	No improvement plans will be required, the City will require a utility plan with proposed sewer and water location prior to recording the plat.
Plat Deficiencies:	None
Conditions of Approval (all conditions must be addressed prior to City Council review):	None

V-23-03 University Park Subdivision, 30th Filing Easement Vacation: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation of **APPROVAL** to City Council, once the following conditions have been satisfied:

1. Amend the vacation plat title to read, "University Park Subdivision 30th Filing, Easement Vacation."
2. Amend the Easement legal description according to the redlines provided by Joe Martellaro, Associate Engineer, II.
3. Remove the Property Description from the plat.
4. Amend the plat reference to the legal description of the lots located south of the vacation, the plat should state, "Lots 1 and 3, Block 1, University Park 31st, Filing."

PLAT EASEMENT VACATION

A PART OF PARCEL B, REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED PLAT,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

PROPERTY DESCRIPTION

PARCEL A:
SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675959, BEING A PORTION OF LOT 2 IN BLOCK 1 IN UNIVERSITY PARK SUBDIVISION, 30TH FILING, AMENDED, ALSO BEING A PORTION OF PARCEL "B" OF REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, RECORDED JUNE 14, 1993 IN BOOK 2661 AT PAGE 946 OF THE PUEBLO COUNTY RECORDS, EXCEPT THE FOLLOWING DESCRIBED TWO (2) PORTIONS OF SAID LOT 2;
1. BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;
THENCE SOUTH 84 DEGREES 16 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 251.25 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;
THENCE SOUTH 01 DEGREES 01 MINUTE 55 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 95.41 FEET;
THENCE SOUTH 88 DEGREES 58 MINUTES 05 SECONDS EAST, A DISTANCE OF 140.00 FEET;
THENCE NORTH 78 DEGREES 39 MINUTES 55 SECONDS EAST, A DISTANCE OF 159.64 FEET TO THE EASTERLY LINE OF SAID LOT 2;
THENCE NORTH 26 DEGREES 03 MINUTES 06 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 102.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING.
2. COMMENCING AT THE SOUTHEAST CORNER OF PARCEL "B" OF REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED RECORDED JUNE 14, 1993 IN BOOK 2661 AT PAGE 946, SAID POINT BEING THE POINT OF BEGINNING;
THENCE NORTH 77 DEGREES 46 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID PARCEL "B", A DISTANCE OF 315.00 FEET;
THENCE NORTH 12 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 59.23 FEET;
THENCE NORTH 01 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 13.65;
THENCE NORTH 78 DEGREES 39 MINUTES 55 SECONDS EAST, A DISTANCE OF 273.30 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "B";
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL "B", THE FOLLOWING TWO (2) COURSES:
1. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 70 DEGREES 34 MINUTES 23 SECONDS WEST, HAVING A DELTA OF 17 DEGREES 41 MINUTES 13 SECONDS, A RADIUS OF 450.00 FEET, AND A LENGTH OF 138.91 FEET TO THE POINT OF TANGENT;
2. SOUTH 01 DEGREES 44 MINUTES 25 SECONDS EAST, A DISTANCE OF 55.93 FEET TO THE POINT OF BEGINNING.

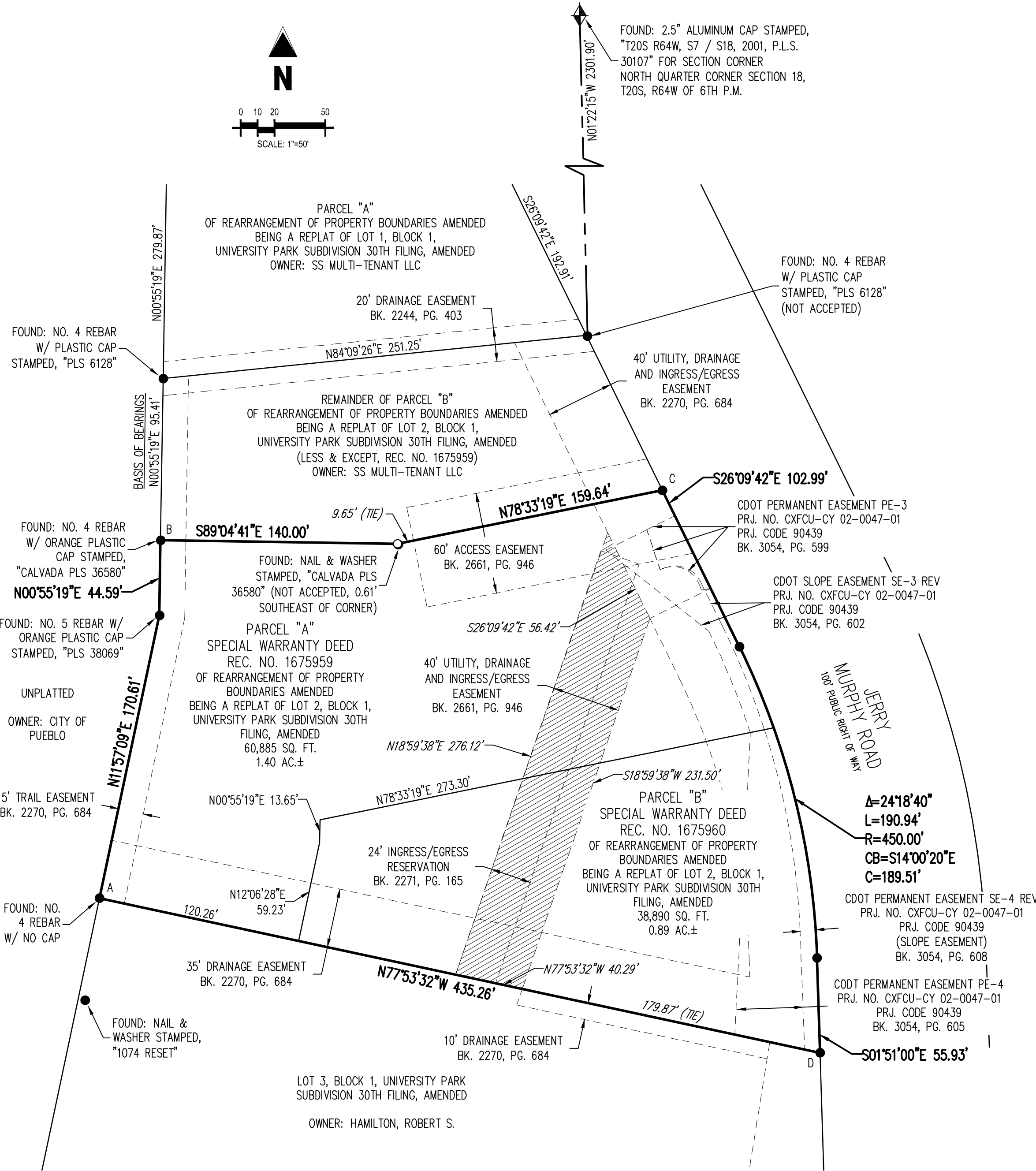
PARCEL B:
SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675960, BEING A TRACT OF LAND LOCATED IN SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO, BEING A PORTION OF PARCEL "B", REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, AS RECORDED IN THE PUEBLO COUNTY RECORDS IN BOOK 2661 AT PAGE 946, ALSO BEING A PORTION OF LOT 2, BLOCK 1, UNIVERSITY PARK SUBDIVISION, 30TH FILING AMENDED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS: THE SOUTHERLY LINE OF PARCEL "B" REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, AS RECORDED IN THE PUEBLO COUNTY RECORDS IN BOOK 2661 AT PAGE 946, BEING MONUMENTED AT EACH END WITH A NO. 4 REBAR AND PLASTIC CAP BEING MARKED PLS 12359 BEING CONSIDERED TO BEAR S77°46'56"E, A DISTANCE OF 435.28 FEET.
COMMENCING AT THE SOUTHEAST CORNER OF PARCEL "B" REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, AS RECORDED IN THE PUEBLO COUNTY RECORDS IN BOOK 2661 AT PAGE 946, SAID POINT BEING THE POINT OF BEGINNING;
THENCE N77°46'56"W, AND ALONG THE SOUTH LINE OF SAID PARCEL "B", A DISTANCE OF 315.00 FEET;
THENCE N12°13'04"E, A DISTANCE OF 59.23 FEET;
THENCE N01°01'55"E, A DISTANCE OF 13.65 FEET;
THENCE N78°39'55"E, A DISTANCE OF 273.30 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "B";
THENCE SOUTHERLY AND ALONG THE EAST LINE OF SAID PARCEL "B", THE FOLLOWING TWO (2) COURSES:
1.) ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S70°34'23"W, HAVING A DELTA OF 17°41'13", A RADIUS OF 450.00 FEET, AND A LENGTH OF 138.91 FEET TO THE POINT OF TANGENT;
2.) S01°44'25"E, A DISTANCE OF 55.93 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 99,775 SQUARE FEET OR 2.29 ACRES OF LAND, MORE OR LESS.

EASEMENT DESCRIPTION (TO BE VACATED)

A 40 FOOT WIDE STRIP OF LAND RECORDED IN BOOK 2661, PAGE 946, BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675959, AND ALSO BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675960 OF THE COUNTY OF PUEBLO CLERK AND RECORDER OFFICE, BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 1675960; THENCE WITH THE SOUTH LINE OF SAID SPECIAL WARRANTY DEED, N77°53'32"W, A DISTANCE OF 179.87 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING WITH SAID SOUTH LINE, N77°53'32"W, A DISTANCE OF 40.29 FEET;
THENCE N18°59'38"E, A DISTANCE OF 276.12 FEET;
THENCE S26°09'42"E, A DISTANCE OF 56.42 FEET;
THENCE S18°59'38"W, A DISTANCE OF 231.50 FEET TO THE POINT OF BEGINNING.

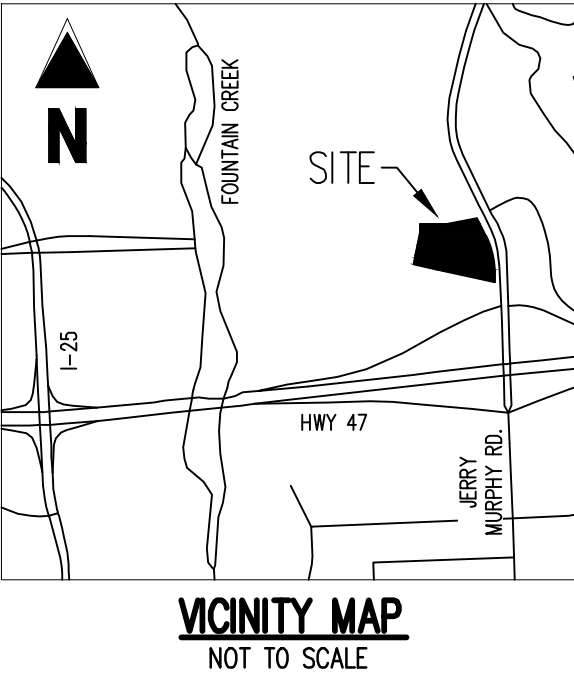
THE ABOVE DESCRIPTION CONTAINS 10,152 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.



POINT	GRID COORDINATES	GROUND COORDINATES	LAT./LONG
A	N 1599393.121 E 3258219.612	N 1599785.285 E 3259018.513	N 38°18'33.38" W 104°36'00.32"
B	N 1599604.475 E 3258255.713	N 1599996.691 E 3259054.623	N 38°18'35.76" W 104°35'59.84"
C	N 1599634.004 E 3258552.072	N 1600026.227 E 3259351.055	N 38°18'36.03" W 104°35'56.12"
D	N 1599301.855 E 3258645.160	N 1599693.997 E 3259444.166	N 38°18'32.73" W 104°35'54.99"

LEGEND

- FOUND: NAIL & 1.5" ALUMINUM DISC STAMPED, "PLS 38069" UNLESS OTHERWISE NOTED
- SET: NAIL & 1.5" ALUMINUM DISC STAMPED, "PLS 38069"
- 40' UTILITY, DRAINAGE AND INGRESS/EGRESS EASEMENT AT BK. 2661, PG. 946 TO BE VACATED BY THIS PLAT



GENERAL NOTES

- PURPOSE: TO VACATE THE 40' UTILITY, DRAINAGE, AND INGRESS/EGRESS EASEMENT AT BK. 2261, PG. 946.
- FIELD WORK WAS COMPLETED ON: FEBRUARY 24, 2021.
- BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE WEST LINE OF "PARCEL B" OF REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED PLAT, RECORDED AT RECEPTION NO. 1675959 OF THE PUEBLO COUNTY CLERK AND RECORDER OFFICE AND IS CONSIDERED TO BEAR N00°55'19"E, MONUMENTED ON THE SOUTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "CALVADA PLS 36580" AND ON THE NORTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "PLS 6128".
- PER THE FEMA FLOOD INSURANCE RATE MAPS (FIRM), MAP NO. 08101C05110, HAVING A REVISION DATE OF AUGUST 15, 2019, INDICATES THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (OUTSIDE 0.2% CHANCE OF FLOOD). THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY. THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
- ALL LINEAL MEASUREMENTS SHOWN ARE GRID DISTANCES AND U.S. SURVEY FEET. THE COMBINATION FACTOR FOR THIS PLAT IS 1.0002451957.
- 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 COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A).
- THIS MAP DOES NOT REPRESENT A TITLE SEARCH BY GALLOWAY & COMPANY, INC. TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT OF WAY OR TITLE THEREOF, GALLOWAY & COMPANY INC. RELED UPON THE INFORMATION OR TITLE COMMITMENT/REPORT PROVIDED AT THE TIME OF SURVEY BY THE CLIENT. TITLE COMMITMENT PROVIDED BY CLIENT AND PREPARED BY FIDELITY NATIONAL TITLE, FILE NO. 100-NO028717-010-T02, AMENDMENT NO. 2, WITH A COMMITMENT DATE OF JANUARY 13, 2021.
- I HEREBY STATE THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THIS MAP WAS PREPARED FROM THE FIELD NOTES TAKEN DURING AN ACTUAL ON THE GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS MAP REFLECTS THE RESULTS OF THAT SURVEY, AND THE INFORMATION CONTAINED HEREIN IS ACCURATE AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THIS CERTIFICATION IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

BRIAN J. DENNIS, COLORADO PROFESSIONAL LAND SURVEYOR NO. 38069
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.



PLAT EASEMENT VACATION

A PART OF PARCEL B, REARRANGEMENT OF
PROPERTY BOUNDARIES AMENDED PLAT,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE
6TH PRINCIPAL MERIDIAN,
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

#	Date	Issue / Description	Init.
1	01/24/2023	ADDRESS CITY COMMENTS	JGH
2			
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Project No:	ECU000020.10
Drawn By:	JGH
Checked By:	BJD
Date:	11.14.2022

March 28, 2023

The City Planning and Zoning Commission will hold a public hearing on requests from **Aaron McLean, Galloway and Company** for the approval of the following application(s) generally located west of Jerry Murphy Rd. and north of the Jerry Murphy Onramp, westbound.

V-23-03 Vacation: University Park Subdivision, 30th Filing Easement Vacation. Vacation of a 40-foot Utility, Drainage, and Ingress/Egress Easement in the University Park Subdivision, 30th Filing. Staff report by Beritt Odom, Principal Planner.

The Planning and Zoning Commission meeting will be held on April 12, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09> Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

March 28, 2023

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

March 28, 2023

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER: V-23-03

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: of existing 40 Ft. Easement 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.

March 28, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Drainage Easement Vacation, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

April 18, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Owr
SS MULTI-TENANT LLC	1202 BERGEN PKWY STE 303	EVERGREEN	CO
WIVES CLUB LLC	3009 COUNTRY CLUB DR	PUEBLO	CO
SNOWMASS VENTURE LLC	320 S SNOWMASS CIR	SUPERIOR	CO
GANESH JAI TRUST	3833 AUGUSTA LN	PUEBLO	CO
PARKVIEW MEDICAL CENTER INC	400 W 16TH ST	PUEBLO	CO
DEPARTMENT OF TRANSPORTATION STATE	4201 E ARKANSAS AVE	DENVER	CO
ENT FEDERAL CREDIT UNION	7250 CAMPUS DR	COLORADO SPRINGS	CO
LEGACY BANK + ATTN: VICKI SMITH	730 DESERT FLOWER BLVD	PUEBLO	CO
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO
HAMILTON ROBERT S + C/O TALLI RUSSELL	PO BOX 38429	COLORADO SPRINGS	CO

OwnerZip

80439-9559

81008-1204

80027-6117

81001-4920

81003-2745

80222-3406

80920-6517

81001-1143

81002-1427

80937-8429



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

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 UNIVERSITY PARK SUBDIVISION, 33RD FILING

SUMMARY:

The applicant is requesting to re-subdivide Parcel B, of the Rearrangement of Property Boundaries, Amended, of University Park Subdivision, 30th Filing into Lot 1, Block 1, University Park Subdivision, 33rd Filing.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to vacate a 40-foot utility, drainage, and ingress/egress easement that runs diagonal through Parcel B, rearrangement of property boundaries amended plat, University Park, 30th filing.

BACKGROUND:

The proposed subdivision is located east of Fountain Creek, west of Jerry Murphy Road and north of the Jerry Murphy Onramp West Bound. The subject property was originally subdivided in 1983, University Park Subdivision 30th Filing. The 30th filing was later amended in 1985, establishing a utility easement in the northeast corner of Lot 1, and drainage easements along the southern property line of Lot 1 and northern property line of Lot 2. In 1993, a rearrangement of property boundaries, for Lots 1 and 2 was approved. The rearrangement moved the southern property line of Lot 2 further south and created Parcels A and B. The proposed, University Park Subdivision 33rd Filing, will re-subdivide Parcel B into Lot 1, Block 1, and create an access easement running west along the northern property line, south along the western property line, and east along the southern property line to provide access to Lots 1 and 3, Block 1, University Park Subdivision 31st Filing. The new access easement will facilitate vacation of the existing Utility, Drainage, Ingress and Egress Easement Vacation, which runs perpendicular through the existing Parcel B, decreasing the developable area of the parcel. The newly subdivided lot will be marketed for commercial development.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their April 12, 2023 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development of the site.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. S-21-13 Attachments

ORDINANCE NO. 10478

AN ORDINANCE APPROVING THE UNIVERSITY PARK
SUBDIVISION, 33RD FILING

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

SECTION 1.

The final plat of the University Park 33rd Filing, being a subdivision of land legally described as:

BEING ALL OF PARCEL "A", RECORDED AT RECEPTION NO. 1675959, AND BEING A PORTION OF PARCEL "B", RECORDED AT RECEPTION NO. 1675960, AND BEING A PORTION OF REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, RECORDED AT RECEPTION NO. 1009173 OF THE PUEBLO COUNTY CLERK AND RECORDER OFFICE, BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE WEST LINE OF PARCEL "B" OF SAID REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED, AND IS CONSIDERED TO BEAR N00°55'19"E, MONUMENTED ON THE SOUTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "CALVADA PLS 36580" AND ON THE NORTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "PLS 6128."

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "B" AND BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 1, UNIVERSITY PARK SUBDIVISION 31ST FILING, AND BEING A POINT ON THE WEST RIGHT OF WAY LINE OF JERRY MURPHY ROAD;

THENCE DEPARTING SAID WEST RIGHT OF WAY LINE AND WITH THE NORTH LINE OF SAID LOT 1, N77°53'32"W, A DISTANCE OF 435.26 FEET;

THENCE DEPARTING SAID NORTH LINE, N11°57'09"E, A DISTANCE OF 170.61 FEET;

THENCE N00°55'19"E, A DISTANCE OF 44.59 FEET;

THENCE S89°04'41"E, A DISTANCE OF 140.00 FEET;

THENCE N78°33'19"E, A DISTANCE OF 159.64 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE;

THENCE WITH SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES:

1. S26°09'42"E, A DISTANCE OF 102.99 FEET TO A POINT OF CURVATURE TO THE RIGHT;
2. THENCE WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 24°18'40", A RADIUS OF 450.00 FEET, A LENGTH OF 190.94 FEET, HAVING A CHORD BEARING OF S14°00'20"E AND A CHORD DISTANCE OF 189.51 FEET;

3. S01°51'00"E, A DISTANCE OF 55.93 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 99,775 SQUARE FEET OR 2.291 ACRES, MORE OR LESS.

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder and (c) the covenants and agreements captioned "FIRST AMENDMENT TO AGREEMENT DATED DECEMBER 18, 1985 AND RECORDED DECEMBER 20, 1985 AT BOOK 2271, PAGE 173 IN THE RECORDS OF THE PUEBLO COUNTY, COLORADO" AND "DECLARATION OF EASEMENTS", copies of which are attached hereto and incorporated herein, are executed and filed contemporaneously with the final subdivision plat. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended

period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 22, 2023.

Final adoption of Ordinance by City Council on June 12, 2023.



President of City Council

Action by the Mayor:

☒ Approved on June 14, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

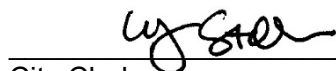
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



City Clerk

UNIVERSITY PARK SUBDIVISION, 33RD FILING

A PART OF PARCEL B, REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED PLAT,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT ENT FEDERAL CREDIT UNION, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

ALL OF THAT LAND DESCRIBED AS PARCEL "C", LOT LINE REARRANGEMENT, RECORDED AT RECEPTION NO. _____ OF THE PUEBLO COUNTY CLERK AND RECORDER OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN.

THE ABOVE DESCRIPTION CONTAINS 99,775 SQUARE FEET OR 2.29 ACRES OF LAND, MORE OR LESS.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO A LOT AND BLOCK AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR ACCESS, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "UNIVERSITY PARK SUBDIVISION, 33RD FILING".

ALL ACCESS EASEMENTS SHOWN HEREON ARE DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

OWNER

ENT FEDERAL CREDIT UNION

SIGNATURE _____

DATE _____

PRINT NAME _____

STATE OF COLORADO)
COUNTY OF _____)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____
DAY OF _____, 20____ A.D.

BY _____

WITNESS MY HAND AND OFFICIAL SEAL:

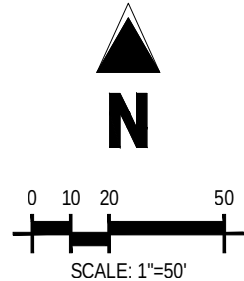
NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

LEGEND

- FOUND: NAIL & 1.5" ALUMINUM DISC STAMPED, "PLS 38069" UNLESS OTHERWISE NOTED
- SET: NAIL & 1.5" ALUMINUM DISC STAMPED, "PLS 38069"

POINT	GRID COORDINATES	GROUND COORDINATES	LAT/LONG
A	N 1599393.121 E 3258219.612	N 1599785.285 E 3259018.513	N 38°18'33.38" W 104°36'00.32"
B	N 1599604.475 E 3258255.713	N 1599996.691 E 3259054.623	N 38°18'35.76" W 104°35'59.84"
C	N 1599634.004 E 3258552.072	N 1600026.227 E 3259351.055	N 38°18'36.03" W 104°35'56.12"
D	N 1599301.855 E 3258645.160	N 1599693.997 E 3259444.166	N 38°18'32.73" W 104°35'54.99"



IMPROVEMENT CERTIFICATION

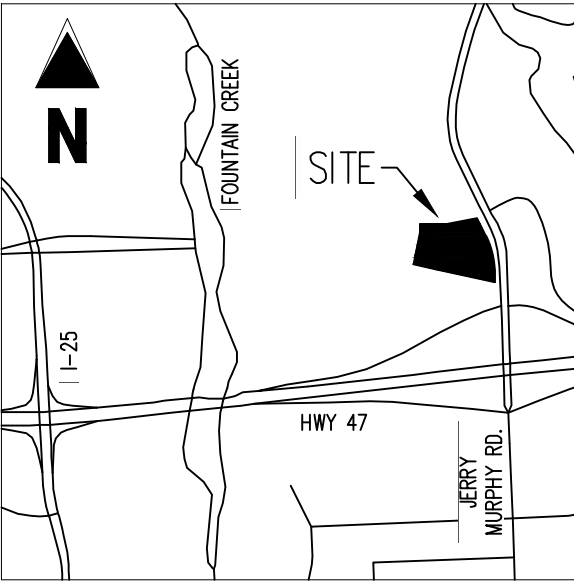
THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7 (J) (1) AND SECTION 12-4-5(B) OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

DIRECTOR OF PUBLIC WORKS _____

DATE _____

NOTICE

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH ROADS AND OTHER PARK AND PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARK'S DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION.



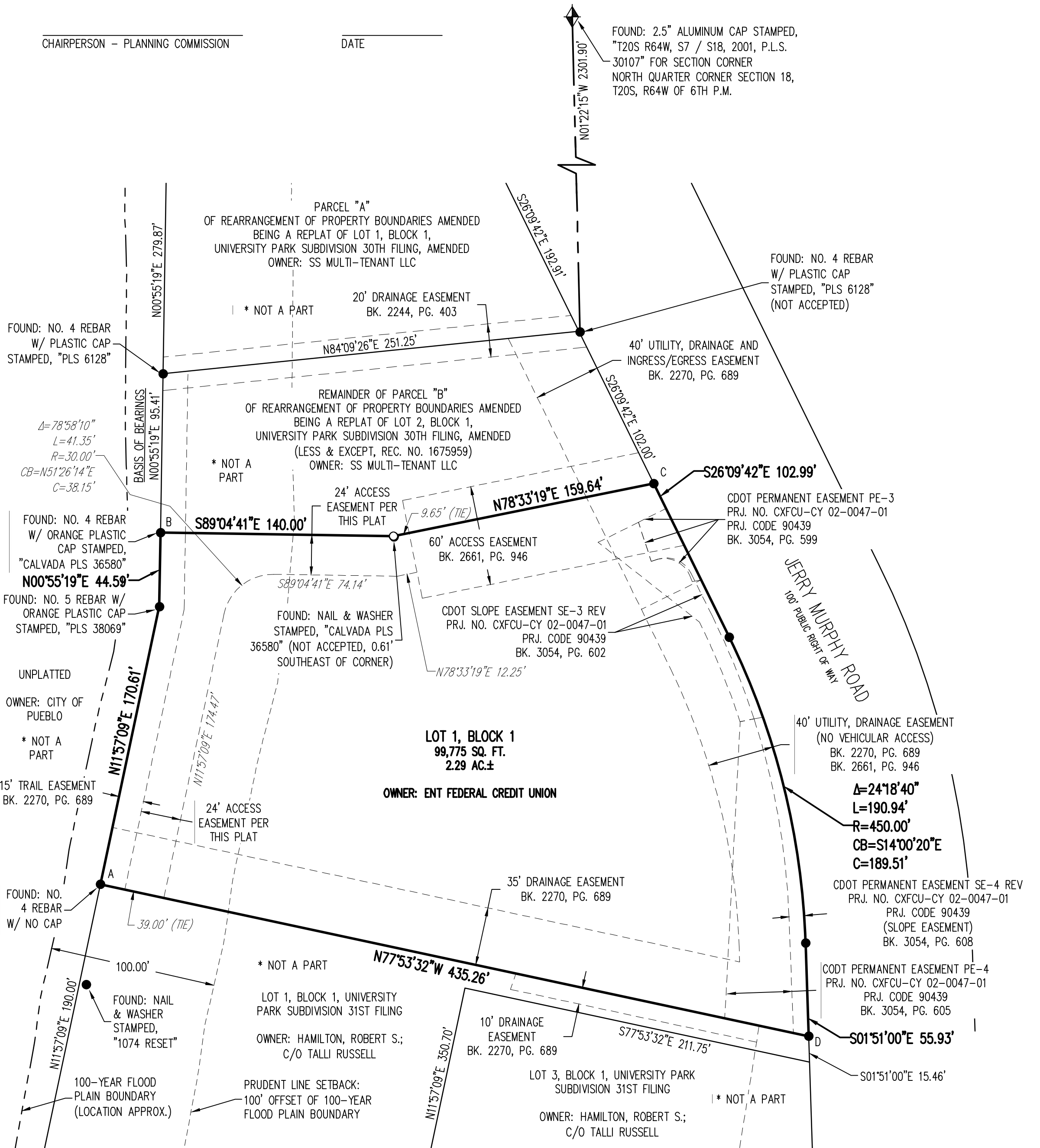
VICINITY MAP
NOT TO SCALE

PLANNING COMMISSION CERTIFICATION

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

CHAIRPERSON - PLANNING COMMISSION _____

DATE _____



APPROVAL FOR RECORDING

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO, BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF "UNIVERSITY PARK SUBDIVISION, 33RD FILING" HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO

CITY CLERK _____

DATE _____

GENERAL NOTES

- FIELD WORK WAS COMPLETED ON: FEBRUARY 24, 2021.
- BASIS OF BEARING: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE WEST LINE OF "PARCEL B" OF REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED PLAT, RECORDED AT RECEPTION NO. 1675959 OF THE PUEBLO COUNTY CLERK AND RECORDER OFFICE AND IS CONSIDERED TO BEAR N00°55'19"E, MONUMENTED ON THE SOUTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "CALVADA PLS 36580" AND ON THE NORTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "PLS 6128."
- PER THE FEMA FLOOD INSURANCE RATE MAPS (FIRM), MAP NO. 08101C0511D, HAVING A REVISION DATE OF AUGUST 15, 2019, INDICATES THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (OUTSIDE 0.2% CHANCE OF FLOOD). THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY. THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
- ALL LINEAL MEASUREMENTS SHOWN ARE GRID DISTANCES AND U.S. SURVEY FEET. THE COMBINATION FACTOR FOR THIS PLAT IS 1.0002451957.
- 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 COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A).
- THIS MAP DOES NOT REPRESENT A TITLE SEARCH BY GALLOWAY & COMPANY, INC. TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT OF WAY OR TITLE THEREOF, GALLOWAY & COMPANY INC. RELED UPON THE INFORMATION OR TITLE COMMITMENT/REPORT PROVIDED AT THE TIME OF SURVEY BY THE CLIENT. TITLE COMMITMENT PROVIDED BY CLIENT AND PREPARED BY FIDELITY NATIONAL TITLE, FILE NO. 100-N0028717-010-T02, AMENDMENT NO. 2, WITH A COMMITMENT DATE OF JANUARY 13, 2021.
- PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE SUBDIVISION IMPROVEMENTS AGREEMENTS RECORDED NOVEMBER 8, 1983 AT BOOK 2175 AT PAGE 812, AND DECEMBER 18, 1985 AT BOOK 2270 AT PAGE 683.
- PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE AGREEMENT RECORDED DECEMBER 20, 1985 AT BOOK 2271 AT PAGE 173.
- PROPERTY IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS, WHICH DO NOT INCLUDE A FORFEITURE OR REVERTER CLAUSE, AS SET FORTH IN THE DEED RECORDED APRIL 13, 1995 AT BOOK 2796 AT PAGE 881.
- THE PUBLIC ACCESS EASEMENTS SHOWN HEREON PROVIDE ACCESS TO THE PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK 1, UNIVERSITY PARK SUBDIVISION 31ST FILING. REFER TO THE CROSS-LOT ACCESS AGREEMENT RECORDED IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER UNDER RECEPTION NO. _____

SURVEYOR'S CERTIFICATE

I, BRIAN J. DENNIS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THIS MAP WAS PREPARED FROM THE FIELD NOTES TAKEN DURING AN ACTUAL ON THE GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS MAP REFLECTS THE RESULTS OF THAT SURVEY.

BRIAN J. DENNIS
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38069
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.



UNIVERSITY PARK SUBDIVISION,
33RD FILING

A PART OF PARCEL B, REARRANGEMENT OF
PROPERTY BOUNDARIES AMENDED PLAT,

LOCATED IN THE NORTHWEST QUARTER OF SECTION 18,

TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE
6TH PRINCIPAL MERIDIAN,

CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

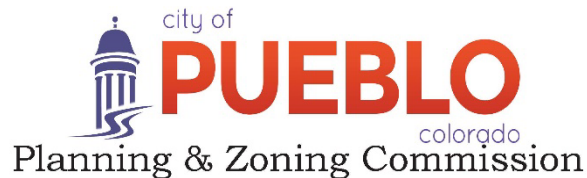
#	Date	Issue / Description	Init.
1	11.10.2021	ADDRESS CLIENT COMMENTS	JGH
2	04.15.2022	ADDRESS CITY COMMENTS	JGH
3	10.04.2022	RESUBMITTAL	JGH
4	01.24.2023	ADDRESS CITY COMMENTS	JGH
5	03.15.2023	ADDRESS CITY COMMENTS	JGH
6			
7			
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17			
18			
19			
20			

Project No:	ECU0000020.10
Drawn By:	JGH
Checked By:	BJD
Date:	07.28.2021

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 12, 2023 – 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 the City Council.

MEETING CALLED TO ORDER

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

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

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; Cindy Capritta, Land Use Technician, Bart Mikitowicz, Sr. Planner.

3. S-21-13 *Cont'd from March 8, 2023*

Subdivision: University Park Subdivision, 33rd Filing re-subdivision of 2.29 acres into one commercial lot. Generally located west of Jerry Murphy Rd. and north of the Jerry Murphy onramp, westbound. Staff report by Bart Mikitowicz, Senior Planner.

Principal Bart Mikitowicz provided Staff Report.

Public Hearing: Applicant, Aaron McLean spoke in favor of the application and answered questions from the Board.

Commission Action: Bailey moved to recommend the application, seconded by Spinuzzi.

Motion Passed: 7-0.

Approval of the March 8, 2023 Minutes: Bailey moved to approve the minutes. Seconded by Aznar.

Meeting Adjourned: 4:40 p.m.



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-23-03 Vacation within University Park Subdivision, 30th Filing
S-21-13 University Park Subdivision, 33rd Filing

DATE: May 8, 2023

Please place the above referenced submittals on the City Council Agenda.

S-21-13

TO: City of Pueblo, Planning and Zoning Commission
FROM: Bart Mikitowicz, Senior Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
DATE: April 12, 2023
SUBJECT: University Park Subdivision 33rd Filing
APPLICANT: Aaron Mclean, Galloway
PROPERTY OWNER: Jeff Wilkins, Ent Federal Credit Union
LOCATION: Generally located west of Jerry Murphy Rd. and north of the Jerry Murphy Onramp, westbound.
EXISTING ZONE: Highway and Arterial Business (B-3) Zone District
CONCURRENT REQUESTS: V-23-03 University Park Subdivision, 30th Filing, 40-foot Utility, Drainage, Ingress and Egress Easement Vacation.

REQUEST:

The applicant is requesting to re-subdivide Parcel B, of the Rearrangement of Property Boundaries, Amended, of University Park Subdivision, 30th Filing into Lot 1, Block 1, University Park Subdivision, 33rd Filing. Total area of subdivision is 2.29 acres.

STAFF REVIEW AND FINDINGS:

The proposed subdivision is located east of Fountain Creek, west of Jerry Murphy Rd. and north of the Jerry Murphy Onramp West Bound. The subject property was originally subdivided in 1983, University Park Subdivision 30th Filing. The 30th filing was later amended in 1985, establishing a utility easement in the northeast corner of Lot 1, and drainage easements along the southern property line of Lot 1 and northern property line of Lot 2. In 1993, a Rearrangement of Property Boundaries, for Lots 1 and 2 was approved. The rearrangement moved the southern property line of Lot 2 further south and created Parcels A and B.

The proposed, University Park Subdivision 33rd Filing, will re-subdivide Parcel B into Lot 1, Block 1, and create an access easement running west along the northern property line, south along the western property line, and east along the southern property line to provide access to Lots 1 and 3, Block 1, University Park Subdivision 31st Filing. The new access easement will facilitate vacation of the existing Utility, Drainage, Ingress and Egress Easement Vacation, that runs perpendicular through the existing Parcel B, decreasing the developable area of the parcel. The newly subdivided lot will be marketed for commercial development.

APPLICABLE REGULATIONS:

Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:

The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, April 5, 2023.
Plat Deficiencies:	None
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	None

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS
CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The subject property is unimproved and vegetated with native grasses.

❑ **Neighborhood Compatibility:**

North	B-3, Highway and Arterial Business District; Loaf 'N Jug, Riverside Bar & Grill, Green Spa
East	B-3, Highway and Arterial Business District; Romero Insurance Agency, InBank University Park, Kuan's Kitchen
South	S-1, Government Use District, Cesar Chavez Blvd.
West	R-2, Single-family Residential Zone District; unimproved land..

❑ **Comprehensive Plan Compliance:**

The project site is designated by the Pueblo Regional Comprehensive Plan as "Commercial Mixed Use." According to the plan, Commercial Mixed Use areas are characterized by a mix of commercial, employment, and service oriented uses that serve adjacent neighborhoods and the broader region. Infill and redevelopment is encouraged to reduce surface parking, revitalize underutilized areas. While most existing Commercial Mixed-Use areas have a limited mix of uses, the introduction of a broader mix of uses—including multi-family residential—is encouraged. These auto-oriented corridors should prioritize the safety and comfort of all road users and transition over time to prioritize the safety, comfort, and accessibility of people walking, biking, and taking transit.

The University Park 33rd Filing is in compliance with the designated future land for this area. The subdivision will create new auto-oriented service uses and infill development.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

□ **Minimum lot size and width:**

The proposed Lot 1 is 99,755 sqft and meet the B-3 minimum of 5,000 sqft

The proposed Lot 1 has 349 ft of frontage and meets the B-3 minimum width of 50 ft.

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
- Pueblo Board of Water Works- Please see the attached letter from Steve Anselmo, P.E., Engineering Manager BOWW, February 8, 2023.
- City Wastewater - Comments included in the subdivision conditions.
- City Stormwater - No comment
- City Parks and Recreation Department - No comment
- City GIS - No comment
- Xcel Energy - No comment
- Black Hills Energy-No comment
- CDOT - Please see the attached letter from Michelle Regalado, CDOT R2 Assistant Access Manager, January 27, 2023.

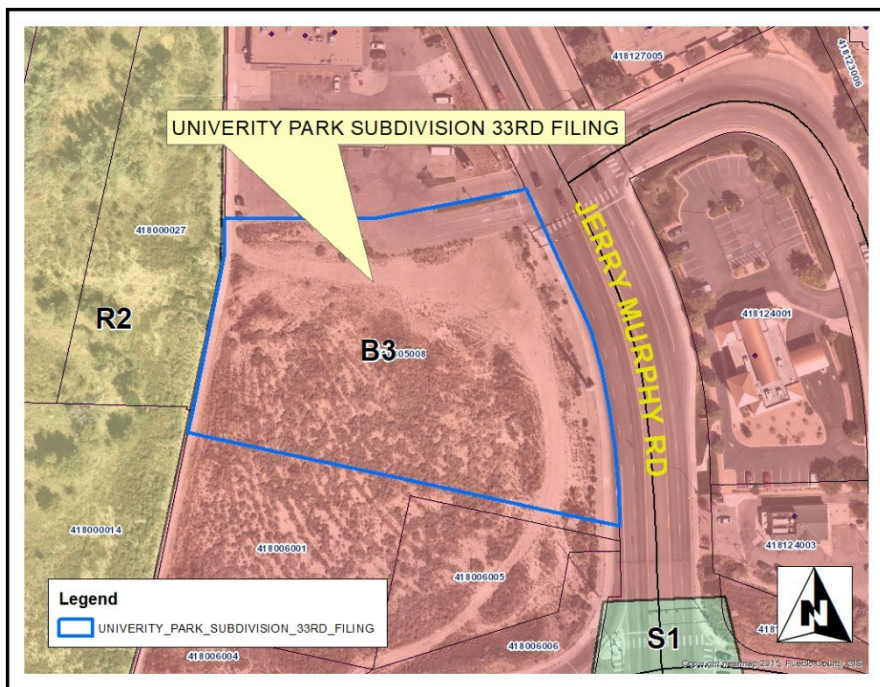
ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. SRC Memo April 4, 2023
- F. Subdivision Application
- G. Board of Waterworks Memo
- H. CDOT Letter
- I. Plat

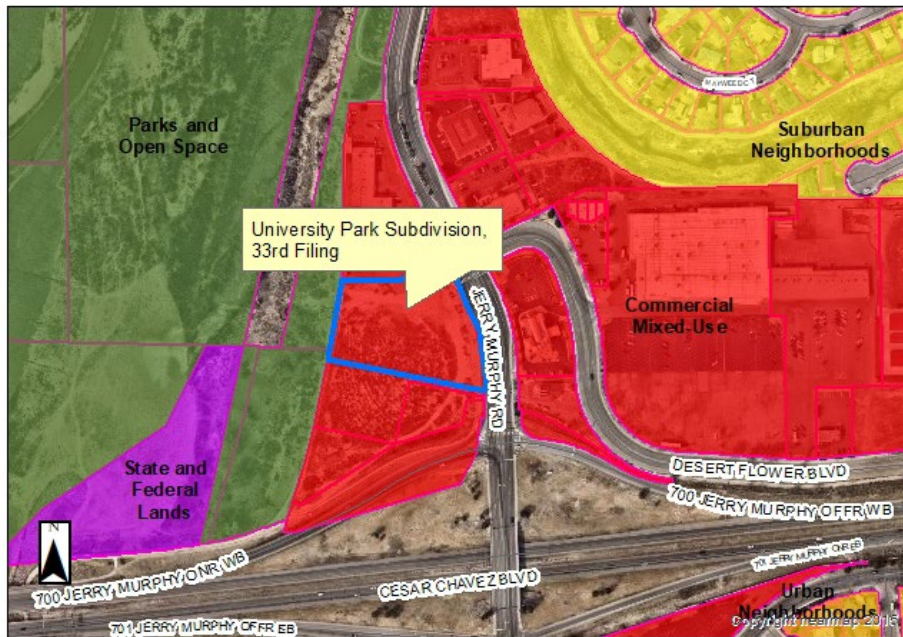
A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan



Attachment D. Site Photos



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: April 4, 2022

Subject: S-21-13 University Park Subdivision, 33rd Filing
V-23-03 University Park Subdivision, 30th Filing, Easement Vacation

S-21-13 University Park Subdivision, 33rd Filing: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	No improvement plans will be required, the City will require a utility plan with proposed sewer and water location prior to recording the plat.
Plat Deficiencies:	None
Conditions of Approval (all conditions must be addressed prior to City Council review):	None

V-23-03 University Park Subdivision, 30th Filing Easement Vacation: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation of **APPROVAL** to City Council, once the following conditions have been satisfied:

1. Amend the vacation plat title to read, "University Park Subdivision 30th Filing, Easement Vacation."
2. Amend the Easement legal description according to the redlines provided by Joe Martellaro, Associate Engineer, II.
3. Remove the Property Description from the plat.
4. Amend the plat reference to the legal description of the lots located south of the vacation, the plat should state, "Lots 1 and 3, Block 1, University Park 31st, Filing."

Attachment F. Subdivision Application

Case No. _____

SUBDIVISION APPLICATION**Attachments: Subdivision Submittal Checklist - Part I** ☐**Subdivision Submittal Checklist - Part II** ☐

DATE OF APPLICATION: December 9, 2021		
SUBDIVISION NAME: University Park Subdivision, 33rd Filings		
PROPERTY OWNER: Ent (Federal) Credit Union		
ADDRESS: 11550 Ent Parkway; Colorado Springs, CO 80921		
TELEPHONE: 719-550-6795	FAX:	E-MAIL: jwilkins@ent.com
SUBDIVIDER (if different than property owner):		
ADDRESS:		
TELEPHONE:	FAX:	E-MAIL:
ENGINEERING FIRM: Galloway & Company, Inc		
ADDRESS: 6162 S Willow Drive, Suite 320; Greenwood Village, CO 80111		
TELEPHONE: 303-770-8884	FAX: 303-770-3636	E-MAIL: aaronmclean@gallowayus.com
PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE: Jenny Romano, PE		P.E. # 44401
SURVEYING FIRM: Galloway & Company, Inc		
ADDRESS: 1155 Kelly Johnson Blvd., Suite 305; Colorado Springs, CO 80920		
TELEPHONE: 719-900-7220	FAX:	E-MAIL: briandennis@gallowayus.com
PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE: Brian J. Dennis; on behalf of Galloway & Company, Inc.		P.L.S. # 30869

A Master Development Plan must be approved by the Planning & Zoning Commission prior to the submission of a subdivision plat for any tract of land that constitutes a part of a larger tract of land owned or controlled by the Subdivider 12-4-5 (a)(1) Municipal Code.

If the proposed subdivision includes a Special Area Plan, the applicant must meet with the Subdivision Review Committee prior to submittal of an application for Subdivision.

I hereby certify that I am the owner or acting as agent for the owner pursuant to a valid Power of Attorney from the owner of the property affected by this application for subdivision, that the information contained in the application documents is true and correct to the best of my knowledge, and that the professional consultants identified herein are hereby authorized to act on my behalf on all matters within their technical discipline pertaining to this application.


Property Owner/Agent

DPW 123 11/02

Attachment G. Board of Water Works Memo



P.O. Box 400 - Pueblo, Colorado 81002-0400 - 719/584-0250 • www.pueblowater.org

Bart Mikitowicz
Planner
211 East D Street
Pueblo, Colorado 81003

February 8, 2023

RE: S-21-13 University Park 33rd

Dear Bart

Pueblo Water has reviewed the 4th submittal for said development and has the following comments.

1. Per Pueblo Water Rules and Regulations, a main extension would be required from the existing stub-in at the North Property Line to extend West. At this time, an extension will not be required. However, at time of commercial development an extension may be required to facilitate water service.
2. Pueblo Water has no other comment on subdivision.

If you have any questions, please feel free to give me a call at 719-584-0439.

Regards,

Steve Anselmo, P.E.
Engineering Manager
Pueblo Water

Copy: S. Burbidge, K. Garnett

Attachment H. CDOT Letter



COLORADO **Department of Transportation**

Region 2 Permits
5615 Wills Blvd, Suite A
Pueblo, CO 81008-2349

January 27, 2023

SH 47
Pueblo

City of Pueblo
Bart I Mikitowicz, Planner
211 E "D" St
Pueblo, CO 81003

RE: S-21-13 University Park Subdivision 33rd Filing - 4th Submittal

Dear Mr. Mikitowicz,

I am in receipt of a referral request for comment for University Park Subdivision 33rd Filing - 4th Submittal on or near SH 47 and Jerry Murphy Road. The subdivision plat is to combine existing parcels and vacate existing easements. This site is currently vacant land on 2.29 acres. The proposed land is located in the NW ¼ of Sec 18, T 20S, R 64 W, of the 6th PM in the Cit of Pueblo, County of Pueblo, state of Colorado. The property has the tax schedule No. 418005008 and is currently owned by ENT Federal Credit Union. After review of documentation we have the following comments:

Traffic

- Traffic Memo Study is requested to be reviewed by a CDOT Traffic Engineer once development or change in use has been determined.

Hydraulics

- A Drainage Study is requested to be reviewed by a CDOT Hydraulics Engineer once development or change in use has been determined.

Access

- Approval for subdivision or vacation will not affect CDOT infrastructure at this time.
- No direct access to this property will be allowed from SH 47, access shall come from Jerry Murphy Road existing 60-foot access easement.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising. Please contact Mr. Todd Ausbun at (719) 696-1403 for any questions regarding advertising devices.



UNIVERSITY PARK SUBDIVISION, 33RD FILING

A PART OF PARCEL B, REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED PLAT,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT ENT FEDERAL CREDIT UNION, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

ALL OF THAT LAND DESCRIBED AS PARCEL "C", LOT LINE REARRANGEMENT, RECORDED AT RECEPTION NO. _____ OF THE PUEBLO COUNTY CLERK AND RECORDER OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN.

THE ABOVE DESCRIPTION CONTAINS 99,775 SQUARE FEET OR 2.29 ACRES OF LAND, MORE OR LESS.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO A LOT AND BLOCK AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR ACCESS, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "UNIVERSITY PARK SUBDIVISION, 33RD FILING".

ALL ACCESS EASEMENTS SHOWN HEREON ARE DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

OWNER

ENT FEDERAL CREDIT UNION

SIGNATURE _____

DATE _____

PRINT NAME _____

STATE OF COLORADO)
COUNTY OF _____)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____
DAY OF _____, 20____ A.D.

BY _____

WITNESS MY HAND AND OFFICIAL SEAL:

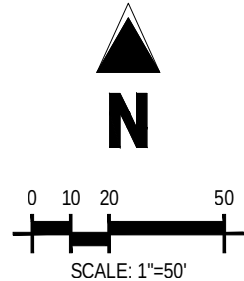
NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

LEGEND

- FOUND: NAIL & 1.5" ALUMINUM DISC STAMPED, "PLS 38069" UNLESS OTHERWISE NOTED
- SET: NAIL & 1.5" ALUMINUM DISC STAMPED, "PLS 38069"

POINT	GRID COORDINATES	GROUND COORDINATES	LAT/LONG
A	N 1599393.121 E 3258219.612	N 1599785.285 E 3259018.513	N 38°18'33.38" W 104°36'00.32"
B	N 1599604.475 E 3258255.713	N 1599996.691 E 3259054.623	N 38°18'35.76" W 104°35'59.84"
C	N 1599634.004 E 3258552.072	N 1600026.227 E 3259351.055	N 38°18'36.03" W 104°35'56.12"
D	N 1599301.855 E 3258645.160	N 1599693.997 E 3259444.166	N 38°18'32.73" W 104°35'54.99"



IMPROVEMENT CERTIFICATION

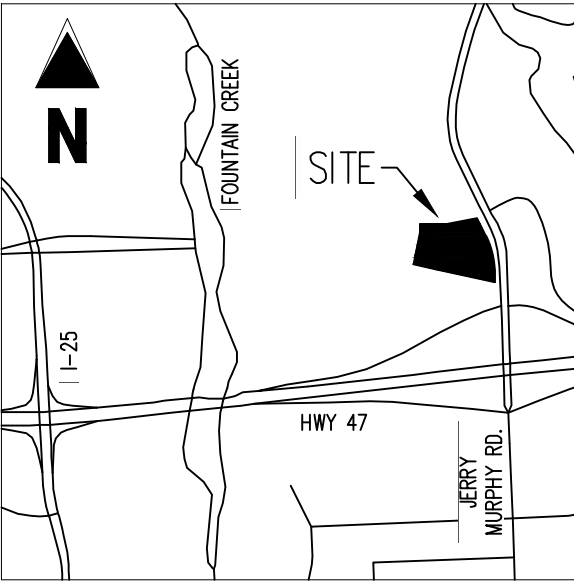
THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7 (J) (1) AND SECTION 12-4-5(B) OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

DIRECTOR OF PUBLIC WORKS _____

DATE _____

NOTICE

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH ROADS AND OTHER PARK AND PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARK'S DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION.



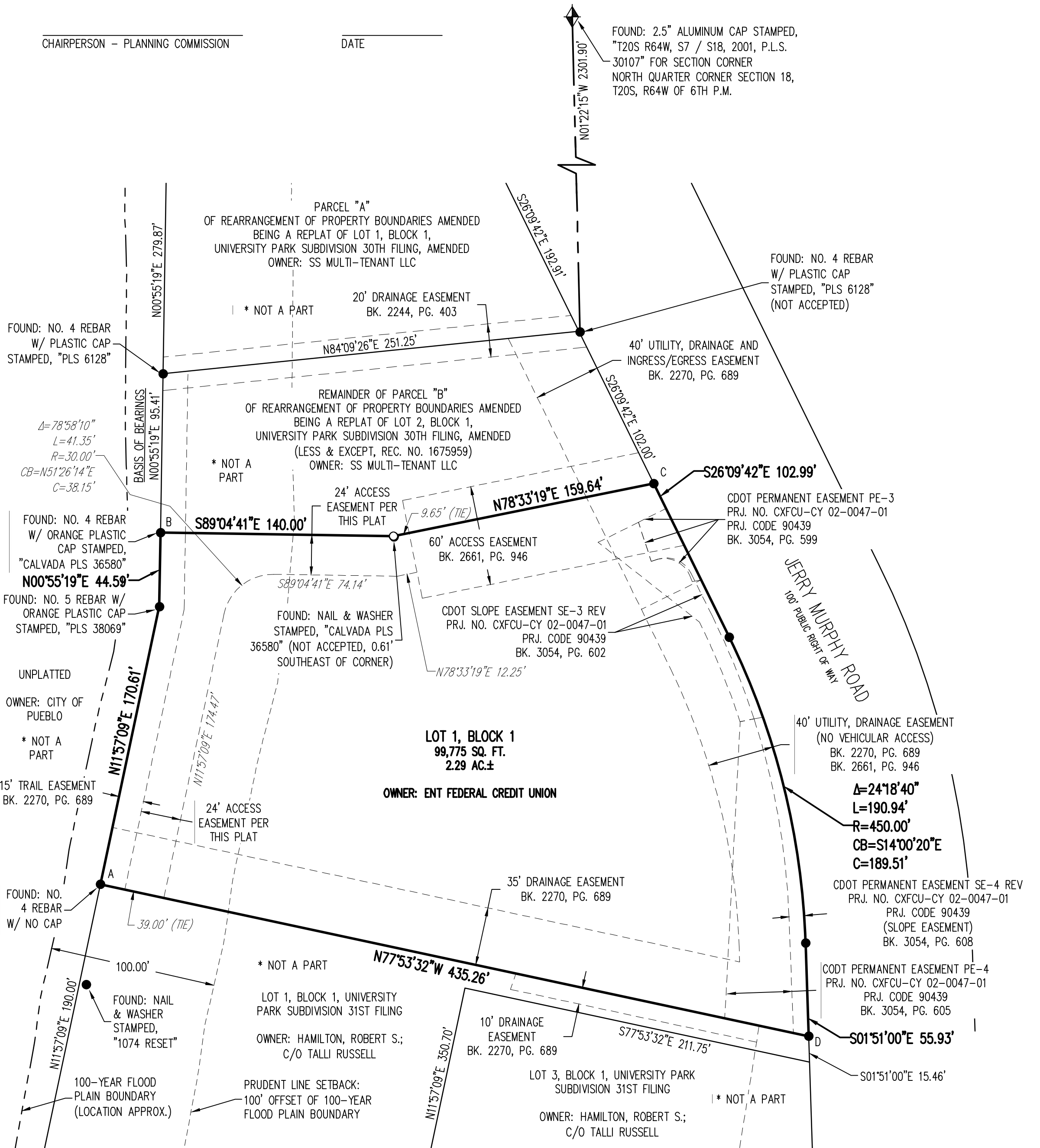
VICINITY MAP
NOT TO SCALE

PLANNING COMMISSION CERTIFICATION

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

CHAIRPERSON - PLANNING COMMISSION _____

DATE _____



APPROVAL FOR RECORDING

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO, BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF "UNIVERSITY PARK SUBDIVISION, 33RD FILING" HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO

CITY CLERK _____

DATE _____

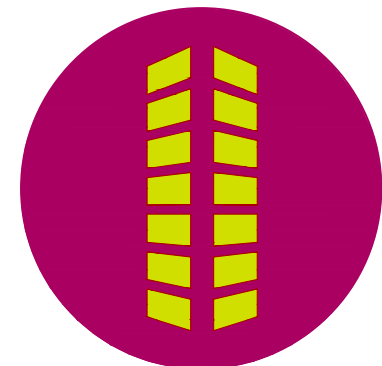
GENERAL NOTES

- 1) FIELD WORK WAS COMPLETED ON: FEBRUARY 24, 2021.
- 2) BASIS OF BEARING: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE WEST LINE OF "PARCEL B" OF REARRANGEMENT OF PROPERTY BOUNDARIES AMENDED PLAT, RECORDED AT RECEPTION NO. 1675959 OF THE PUEBLO COUNTY CLERK AND RECORDER OFFICE AND IS CONSIDERED TO BEAR N00°55'19"E, MONUMENTED ON THE SOUTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "CALVADA PLS 36580" AND ON THE NORTH END OF THE LINE BY A FOUND NO. 4 REBAR WITH A PLASTIC CAP STAMPED, "PLS 6128."
- 3) PER THE FEMA FLOOD INSURANCE RATE MAPS (FIRM), MAP NO. 08101C0511D, HAVING A REVISION DATE OF AUGUST 15, 2019, INDICATES THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (OUTSIDE 0.2% CHANCE OF FLOOD). THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY. THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
- 4) ALL LINEAL MEASUREMENTS SHOWN ARE GRID DISTANCES AND U.S. SURVEY FEET. THE COMBINATION FACTOR FOR THIS PLAT IS 1.0002451957.
- 5) 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 COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A).
- 6) THIS MAP DOES NOT REPRESENT A TITLE SEARCH BY GALLOWAY & COMPANY, INC. TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT OF WAY OR TITLE THEREOF, GALLOWAY & COMPANY INC. RELED UPON THE INFORMATION OR TITLE COMMITMENT/REPORT PROVIDED AT THE TIME OF SURVEY BY THE CLIENT. TITLE COMMITMENT PROVIDED BY CLIENT AND PREPARED BY FIDELITY NATIONAL TITLE, FILE NO. 100-N0028717-010-T02, AMENDMENT NO. 2, WITH A COMMITMENT DATE OF JANUARY 13, 2021.
- 7) PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE SUBDIVISION IMPROVEMENTS AGREEMENTS RECORDED NOVEMBER 8, 1983 AT BOOK 2175 AT PAGE 812, AND DECEMBER 18, 1985 AT BOOK 2270 AT PAGE 683.
- 8) PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE AGREEMENT RECORDED DECEMBER 20, 1985 AT BOOK 2271 AT PAGE 173.
- 9) PROPERTY IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS, WHICH DO NOT INCLUDE A FORFEITURE OR REVERTER CLAUSE, AS SET FORTH IN THE DEED RECORDED APRIL 13, 1995 AT BOOK 2796 AT PAGE 881.
- 10) THE PUBLIC ACCESS EASEMENTS SHOWN HEREON PROVIDE ACCESS TO THE PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK 1, UNIVERSITY PARK SUBDIVISION 31ST FILING. REFER TO THE CROSS-LOT ACCESS AGREEMENT RECORDED IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER UNDER RECEPTION NO. _____

SURVEYOR'S CERTIFICATE

I, BRIAN J. DENNIS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THIS MAP WAS PREPARED FROM THE FIELD NOTES TAKEN DURING AN ACTUAL ON THE GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS MAP REFLECTS THE RESULTS OF THAT SURVEY.

BRIAN J. DENNIS
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38069
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.



UNIVERSITY PARK SUBDIVISION,
33RD FILING

A PART OF PARCEL B, REARRANGEMENT OF
PROPERTY BOUNDARIES AMENDED PLAT,

LOCATED IN THE NORTHWEST QUARTER OF SECTION 18,

TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE
6TH PRINCIPAL MERIDIAN,

CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

#	Date	Issue / Description	Init.
1	11.10.2021	ADDRESS CLIENT COMMENTS	JGH
2	04.15.2022	ADDRESS CITY COMMENTS	JGH
3	10.04.2022	RESUBMITTAL	JGH
4	01.24.2023	ADDRESS CITY COMMENTS	JGH
5	03.15.2023	ADDRESS CITY COMMENTS	JGH
6			
7			
8			
9			
10			
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13			
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15			
16			
17			
18			
19			
20			

Project No:	ECU000020.10
Drawn By:	JGH
Checked By:	BJD
Date:	07.28.2021

February 16, 2023

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **Aaron McLean, for Galloway and Company, Inc.** for approval of the following application:

S-21-13 Subdivision: University Park Subdivision, Filing No. 33, re-subdivision of 2.29 acres into one commercial lot. Generally located west of Jerry Murphy Rd. and north of the Jerry Murphy Onramp, westbound.

The Planning and Zoning Commission meeting will be held on March 8, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGBnlCdHRrUHNfZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Bart Mikitowicz, Sr. Planner
(719) 553-2321

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Scott Hobson, Director
Planning & Community Development
Bart Mikitowicz, Sr. Planner
(719) 553-2321

CASE NUMBER: S-21-13

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as ENT Credit Union – Jerry Murphy Subdivision to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

February 16, 2023
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
SS MULTI-TENANT LLC	1202 BERGEN PKWY STE 303	EVERGREEN	CO	80439-9559
WIVES CLUB LLC	3009 COUNTRY CLUB DR	PUEBLO	CO	81008-1204
SNOWMASS VENTURE LLC	320 S SNOWMASS CIR	SUPERIOR	CO	80027-6117
GANESH JAI TRUST	3833 AUGUSTA LN	PUEBLO	CO	81001-4920
PARKVIEW MEDICAL CENTER INC	400 W 16TH ST	PUEBLO	CO	81003-2745
DEPARTMENT OF TRANSPORTATION	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
FEDERAL CREDIT UNION	7250 CAMPUS DR	COLORADO	CO	80920-6517
LEGACY BANK ATTN: VICKI SMITH	730 DESERT FLOWER BLVD	PUEBLO	CO	81001-1143
CITY OF PUEBLO A MUNICIPAL	CO PO BOX 1427	PUEBLO	CO	81002-1427
HAMILTON ROBERT S + C/O TALLI	PO BOX 38429	COLORADO	CO	80937-8429



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A WATER MAIN EXTENSION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE BOARD OF WATER WORKS FOR PUEBLO, COLORADO FOR THE EXTENSION OF WATER MAINS IN W. 18TH STREET AND NEWPORT AVENUE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This proposed ordinance will approve a water main extension agreement between the Board of Water Works and the City of Pueblo related to the extension of water mains in W. 18th Street associated with the ongoing road construction project at that location.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City is currently constructing a two-block segment of W. 18th Street, including the installation of water, sanitary sewer, and stormwater utility infrastructure between Perry Avenue and Sun Mountain Boulevard. The Board of Water Works requires builders to enter into agreements related to the extension of water mains in its water distribution system. The attached agreement generally describes the mains to be installed and their location, references required standards for construction and installation, and requires compliance with Board of Water Works rules and regulations related to the delivery of water service. This Ordinance will approve the agreement and authorize the Mayor to execute the agreement on behalf of the City.

FINANCIAL IMPLICATIONS:

Under the proposed agreement, the City will not incur any additional costs related to the establishment of water services in the area. The scope of work and approved budget

for the road construction project already include sufficient funding for required utility construction activities.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failing to approve this Ordinance will preclude the City of Pueblo from being able to complete the installation of water utilities associated with the road construction project on W. 18th Street.

RECOMMENDATION:

Recommend approval of this Ordinance.

ATTACHMENTS:

1. 235109 AWME DEV (City of Pueblo)

ORDINANCE NO. 10479

AN ORDINANCE APPROVING A WATER MAIN EXTENSION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE BOARD OF WATER WORKS FOR PUEBLO, COLORADO FOR THE EXTENSION OF WATER MAINS IN W. 18TH STREET AND NEWPORT AVENUE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Agreement between the City of Pueblo, a Municipal Corporation, and the Board of Water Works of Pueblo, Colorado, relating to the extension of water mains, 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 authorized to execute and deliver the Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance and 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 May 22, 2023.

Final adoption of Ordinance by City Council on June 12, 2023.



President of City Council

Action by the Mayor:

☒ Approved on June 14, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST



City Clerk

**AGREEMENT FOR WATER MAIN EXTENSION
DEVELOPER INSTALLED
NON-ASSESSABLE**

THIS AGREEMENT entered into this _____ day of _____, 2023, by and between THE BOARD OF WATER WORKS OF PUEBLO, COLORADO; hereinafter called "PUEBLO WATER" and the City of Pueblo, a Municipal Corporation, hereinafter called the "DEVELOPER".

WHEREAS, the DEVELOPER desires the extension of the water mains of PUEBLO WATER, as hereinafter described, and

WHEREAS, PUEBLO WATER is willing to supply water to the DEVELOPER pursuant to PUEBLO WATER'S Rules and Regulations:

NOW, THEREFORE, this Agreement

WITNESSETH

FIRST: The DEVELOPER agrees to install or cause to have installed main(s) by a Contractor who has been pre-qualified by Pueblo Water, in accordance with PUEBLO WATER specifications and under PUEBLO WATER inspection, described and located in the 3000 block of W. 18th St as follows:

- 8" PVC Main beginning at the exiting 8" PVC Main in the intersection of W. 18th St and Perry Avenue, thence extending easterly in W. 18th Street approximately 830 feet to the existing 8" PVC Main west of Spaulding Avenue.
- 8" PVC Main beginning at the proposed 8" PVC Main in W. 18th St and Newport Avenue, thence extending northerly in Newport Avenue approximately 187 feet.
- 8" PVC Main beginning at the proposed 8" PVC Main in W. 18th St and Newport Avenue, thence extending southerly in Newport Avenue approximately 167 feet.

SECOND: The legal description of the property to be served by the main(s) including all property abutting the main(s), is as follows:

(Designate property owned by DEVELOPER and property owned by OTHERS.)

DEVELOPER:

None.

OTHERS:

Lots 21-40	Block 29	Chamberlin's Subdivision
Lots 21-34	Block 30	Chamberlin's Subdivision
Lots 1-20	Block 39	Chamberlin's Subdivision
Lots 1-14	Block 40	Chamberlin's Subdivision

THIRD: The DEVELOPER'S cost of main installation shall be in accordance with "WATER MAIN EXTENSIONS-UNIT COST" as defined in PUEBLO WATER'S Rules and Regulations. THE WATER MAIN(S) SHALL NOT BE PLACED IN SERVICE UNTIL ANY MONIES DUE THE BOARD SHALL BE PAID TO THE BOARD.

FOURTH: The absolute ownership of the water main(s) installed pursuant to this contract shall at all times be and remain in the BOARD OF WATER WORKS OF PUEBLO, or its assigns.

FIFTH: All water service provided to DEVELOPER or others shall be provided subject to PUEBLO WATER'S Rules and Regulations and to PUEBLO WATER'S rates as such rules, regulations and rates may be from time to time adopted, revised or changed by PUEBLO WATER, and the execution of the Agreement shall not entitle the DEVELOPER or any other person to water service on any terms or conditions other than those specified in PUEBLO WATER'S rules, regulations and rate schedules as such rules, regulations and rates may from time to time be adopted, revised or changed by PUEBLO WATER.

SIXTH: Notwithstanding any provision of this Agreement to the contrary, PUEBLO WATER's obligations under that Settlement Agreement dated July 22, 2002 between the DEVELOPER and PUEBLO WATER, including obligations under paragraph 4 with respect to fire hydrants, shall not be waived, amended or modified by this Agreement and shall be applicable to the water mains constructed by DEVELOPER.

SEVENTH: This Agreement shall be binding upon the heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

BOARD OF WATER WORKS OF PUEBLO, COLORADO

Matthew C. Trujillo, Director of Operations

Witness

CITY OF PUEBLO, A MUNICIPAL CORPORATION

Nicholas A. Gradisar, Mayor

Witness

City of Pueblo
Nicholas A. Gradisar, Mayor
1 City Hall Place
Pueblo, Colorado 81003

235109AWME



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: June 12, 2023

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 SECTION 4 OF CHAPTER 2 OF TITLE IX OF THE PUEBLO MUNICIPAL CODE TO BRING CABARET LICENSE APPLICATION REQUIREMENTS IN LINE WITH STANDARD LIQUOR LICENSE APPLICATION REQUIREMENTS

SUMMARY:

Attached is an Ordinance amending Section 9-2-4 of the Pueblo Municipal Code to remove the community review requirement for Cabaret Licenses, and to review only the neighborhood requirement in accordance with the Colorado Liquor Code.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The current Cabaret License ordinance requires that the City of Pueblo's Liquor and Beer Licensing Board consider both the "reasonable requirements of the neighborhood and the desires of neighborhood residents" and the "reasonable requirements of the community and the desires of community residents" when issuing a Cabaret License. The neighborhood requirement is to be considered pursuant to the Colorado Liquor Code for liquor licensing purposes, and was incorporated into the cabaret provisions because cabaret licenses are always only paired with a liquor license. The community language appears to date back to the original enactment of the code in 1957 and is now mostly redundant. It may also be interpreted in a variety of ways, which could place burdensome requirements on applicants. For example, the "community" could be considered all of Pueblo, in which case the applicant would have to present evidence that the entire city desires the establishment. Removing the community language will make the ordinance consistent with liquor law while removing potential issues. There is also a slight change to the code section to highlight the types of evidence declared suitable by the Colorado Liquor Code.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The City Council can choose not to approve the ordinance, leaving the community requirement for Cabaret Licenses.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. 10480

AN ORDINANCE AMENDING SECTION 4 OF CHAPTER 2 OF TITLE IX OF THE PUEBLO MUNICIPAL CODE TO BRING CABARET LICENSE APPLICATION REQUIREMENTS IN LINE WITH STANDARD LIQUOR LICENSE APPLICATION REQUIREMENTS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 4 of Chapter 2 of Title IX of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 9-2-4. - Application; hearing; fees; rules.

- (a) Applications for original issuance or transfer of ownership or location of cabaret licenses shall be filed in triplicate with the City Clerk on forms which shall contain such information as the Board may require. The Board shall schedule a public hearing on each application not less than thirty (30) days from the date of filing and shall give public notice of such hearing both by publication pursuant to Section 1-7-6 of this Code and by posting notice on the premises pursuant to the procedure set out in Section 44-3-311, C.R.S. At least ten (10) days prior to the date of hearing, on any application for original issuance or transfer of location of a cabaret license, the applicant shall serve copies of the notice of hearing on all owners, lessees, and adult occupants of all private property within five hundred (500) feet of the proposed cabaret premises. Such notice shall be given in a form approved by the Board and in the manner provided by Section 1-1-11 of this Code, except that notice shall be issued and served and proof of service shall be filed by the applicant or his or her agent rather than by the City. The distance referred to above is to be computed by measurement along the shortest straight line between any neighboring property line and any exterior wall of the proposed licensed premises.
- (b) The public hearing shall be conducted as a quasi-judicial hearing under procedures set out in Chapter 7 of Title I of this Code. In determining whether to grant or deny an application for original issuance or transfer of location of a cabaret license, the Board shall consider the moral character of the applicant, reasonable requirements of the neighborhood and the desires of neighborhood residents for cabaret licensed premises as evidenced by petitions or testimony **petitions, remonstrances, or otherwise**, the number of cabarets located in or near the neighborhood, [the reasonable requirements of the community and the desires of community residents for cabaret licensed premises as evidenced by petitions or testimony,] and the probable effect of issuance of the license on the public health, safety, and morals of the community.

- (c) The annual fee for original issuance, renewal, or transfer of location or ownership of a cabaret license shall be two hundred dollars (\$200.00). Applications for original issuance or transfer of location or ownership of a cabaret license shall also be accompanied by a processing fee of one hundred dollars (\$100.00). Cabaret licenses shall expire one (1) year from date of issuance unless sooner renewed. Applications for renewal of existing licenses shall be filed with the City Clerk not later than forty-five (45) days before the date of license expiration. The Board may hold a public hearing on any renewal application.
- (d) Ownership of cabaret licenses shall not be transferable except with prior approval of the Board after public hearing. In determining whether to permit the transfer of ownership, the Board shall consider only the moral character of the transferee applicant. If such transfer is approved, the transferee shall pay the full annual fee and shall be issued a new license.
- (e) The Board is hereby authorized to establish rules and regulations to implement the provisions of this Chapter.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 22, 2023.

Final adoption of Ordinance by City Council on June 12, 2023.



President of City Council

Action by the Mayor:

☒ Approved on June 14, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST



City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 4 OF CHAPTER 2 OF
TITLE IX OF THE PUEBLO MUNICIPAL CODE TO BRING
CABARET LICENSE APPLICATION REQUIREMENTS IN LINE
WITH STANDARD LIQUOR LICENSE APPLICATION
REQUIREMENTS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 4 of Chapter 2 of Title IX of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 9-2-4. - Application; hearing; fees; rules.

- (a) Applications for original issuance or transfer of ownership or location of cabaret licenses shall be filed in triplicate with the City Clerk on forms which shall contain such information as the Board may require. The Board shall schedule a public hearing on each application not less than thirty (30) days from the date of filing and shall give public notice of such hearing both by publication pursuant to Section 1-7-6 of this Code and by posting notice on the premises pursuant to the procedure set out in Section 44-3-311, C.R.S. At least ten (10) days prior to the date of hearing, on any application for original issuance or transfer of location of a cabaret license, the applicant shall serve copies of the notice of hearing on all owners, lessees, and adult occupants of all private property within five hundred (500) feet of the proposed cabaret premises. Such notice shall be given in a form approved by the Board and in the manner provided by Section 1-1-11 of this Code, except that notice shall be issued and served and proof of service shall be filed by the applicant or his or her agent rather than by the City. The distance referred to above is to be computed by measurement along the shortest straight line between any neighboring property line and any exterior wall of the proposed licensed premises.
- (b) The public hearing shall be conducted as a quasi-judicial hearing under procedures set out in Chapter 7 of Title I of this Code. In determining whether to grant or deny an application for original issuance or transfer of location of a cabaret license, the Board shall consider the moral character of the applicant, reasonable requirements of the neighborhood and the desires of neighborhood residents for cabaret licensed premises as evidenced by petitions or testimony **petitions, remonstrances, or otherwise**, the number of cabarets located in or near the neighborhood, [the reasonable requirements of the community and the desires of community residents for cabaret licensed premises as evidenced by petitions or testimony,] and the probable effect of issuance of the license on the public health, safety, and morals of the community.

- (c) The annual fee for original issuance, renewal, or transfer of location or ownership of a cabaret license shall be two hundred dollars (\$200.00). Applications for original issuance or transfer of location or ownership of a cabaret license shall also be accompanied by a processing fee of one hundred dollars (\$100.00). Cabaret licenses shall expire one (1) year from date of issuance unless sooner renewed. Applications for renewal of existing licenses shall be filed with the City Clerk not later than forty-five (45) days before the date of license expiration. The Board may hold a public hearing on any renewal application.
- (d) Ownership of cabaret licenses shall not be transferable except with prior approval of the Board after public hearing. In determining whether to permit the transfer of ownership, the Board shall consider only the moral character of the transferee applicant. If such transfer is approved, the transferee shall pay the full annual fee and shall be issued a new license.
- (e) The Board is hereby authorized to establish rules and regulations to implement the provisions of this Chapter.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Haley Robinson, Director of Public Affairs

SUBJECT: AN ORDINANCE APPROVING A PUEBLO MURAL LEVEE PROJECT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DESIREE TALMICH AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a Pueblo Mural Levee Project Agreement with Desiree Talmich in the amount of \$5,000 to perform a winning mural upon the Pueblo Levee.

PREVIOUS COUNCIL ACTION:

Work Session presentation from Haley Sue Robinson and Cynthia Ramu with Pueblo Levee Mural Project on February 21, 2023.

BACKGROUND:

The City of Pueblo hosted a "call for artists" in fall of 2022 for a Pueblo Levee Mural Project design with the theme of five flags. The theme for the submission includes the five flags which are part of the City Seal with representation of the five territories or countries that held dominion over Pueblo in the last two centuries. The five flags include France, Mexico, Texas, Spain and of course the United States of America. The designs should tell a visual story of the history of Pueblo and represent the community of the city without recreating the official City Seal.

Submissions for entry into the mural design contest were due by Friday, Nov. 18. The horizontal format is 24 ft. high by 48-60 ft. wide for painted scale on the levee. All submissions were then evaluated by the Art Review Committee and the final approval of artwork was given by the Pueblo Conservancy District. No logos, religious depictions or trademarked designs shall be included in the design. All artwork must be original to the artist submitting the mural design.

Once submissions were completed, the Pueblo Levee Mural Project Coordinator Cynthia Ramu presented the top five designs before Pueblo City Council. It was then determined all of the top five designs would be voted up by the public in order to pick the top artist and mural design. This voting process took place online through the City of Pueblo website www.pueblo.us and through promotion on the social media channels of Twitter, Facebook and Instagram with the use of a Survey Monkey link for the public to cast their vote.

Desiree Tamich, had the winning mural design voted for by the public of Pueblo. The contract with the City of Pueblo and Desiree Tamich allows for the transfer of the design in order to carry out the levee mural painting and for the design to be owned by the City of Pueblo.

The winning artist will receive a \$1,000 stipend and the City of Pueblo will cover the cost up to \$4,000 of the mural painting project with supplies and production.

FINANCIAL IMPLICATIONS:

\$2,500 from City Council contingency and \$2,500 from Mayor's contingency

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance

STAKEHOLDER PROCESS:

All submissions were then evaluated by the Art Review Committee and the final approval of artwork was given by the Pueblo Conservancy District.

ALTERNATIVES:

Not approve the ordinance in which case the mural project by this artist would not go forward.

RECOMMENDATION:

Administration recommends approval of this ordinance.

ATTACHMENTS:

1. City of Pueblo # 1
2. Levee Mural Agreement

ORDINANCE NO. 10481

AN ORDINANCE APPROVING A PUEBLO MURAL LEVEE PROJECT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DESIREE TALMICH AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Pueblo Mural Levee Project Agreement ("Agreement") between and the City of Pueblo, a Colorado Municipal Corporation, and Desiree Talmich attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

Funds for this Agreement shall be paid from Project CI2321.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 22, 2023.

Final adoption of Ordinance by City Council on June 12, 2023.



President of City Council

Action by the Mayor:

☒ Approved on June 14, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST



City Clerk



PUEBLO MURAL LEVEE PROJECT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between Pueblo, a municipal corporation (hereinafter referred to as “the City”), and _____ (hereinafter referred to as “Artist.”)

In consideration of the mutual covenants and obligations herein expressed, the parties agree as follows:

1. Scope of the Work. Artist shall satisfactorily perform the artistic services and provide the completed Artwork in accordance with design and placement approved by Pueblo Conservancy District, a district established under the Conservancy Law of Colorado (“Conservancy District”), and the design submission which is attached hereto and labelled Exhibit 1 (“Artwork”). It will be Artist’s sole responsibility for obtaining any and all required permits and approvals required by the Conservancy District prior to placement of the Artwork.

2. Ownership of Works Created.

A. Assignment of Copyright. The Artist hereby assigns, transfers, and conveys to the City all right, title and interest in and to the Artwork together with the copyright therein and the right to secure copyright registration therefore, in accordance with Sections 101, 204, and 205 of Title 17 of the United States Code, the Copyright Law of the United States. This assignment, transfer and conveyance includes, without limitation, any and all features, sections, and components of the Artwork, any and all works derived therefrom, the United States and worldwide copyrights therein, and any renewals or extensions thereof, and any and all other rights that the Artist now has or to which the Artist may become entitled under existing or subsequently enacted federal, state, or foreign laws, including, but not limited to the following rights: to reproduce, publish, and display the Artwork publicly, to prepare derivative works of and from the Artwork, to combine the Artwork with other materials, and to otherwise exploit and control the use of the Artwork.

B. Rights under the Visual Artists’ Rights Act. To the extent the uses or removal of the Project under this Agreement affect any rights Artist may have under the provisions of federal or state law, including the 1990 Visual Artists’ Rights Act, the Artist hereby knowingly waives any rights of preservation of the Artwork provided by those laws.

3. Agreement Sum. The City will pay Artist for the performance under this Agreement, the sum of Five Thousand Dollars (\$5,000.00) on the following schedule:

A. City will pay Artist \$1,000.00 for their design upon execution of this Agreement and Artist obtaining any and all required permits and approvals required by the Conservancy District

B. City will pay the Artist \$4,000.00 upon completion of the Artwork

C. No separate or additional payment shall be made to Artist for any amounts otherwise than as stated and notwithstanding whether such amounts are unanticipated expenses.

4. Termination for Convenience. The City may terminate this Agreement and Artist’s performance hereunder, at any time upon seven (7) days written notice to the Artist, either for cause or for

convenience. In such event, Artist shall cease all work and stop incurring expenses, if any, and the City will compensate Artist for all services performed to the date Artist receives the notice of termination, together with reasonable expenses then due, unless the parties agree otherwise in writing.

5. Assignment. Artist understands that the City enters into this Agreement based on the special abilities of Artist and that the City considers this Agreement to be an agreement for personal services. Accordingly, Artist must neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.

6. Artist - Independent Agent and Release of Liability. The Artist performs all work under this Agreement as an independent agent and is not an agent of the City, nor are the Artist's Subcontractors or employees subagents of the City. Artist shall be solely and entirely responsible for its acts and the acts of its subcontractors, agents and employees. Artist hereby waives, and exempts, releases, and discharges the City of Pueblo, its officers, agents and its employees from, any and all claims, demands, and actions for any injury, loss, or damage, arising out of or in any way related to any and all work performed by Artist under this Agreement. Artist shall report to City and Conservancy District within 24 hours of any accident that may occur with respect to the performance of work at the levee.

7. Governing Law. This Agreement is governed by the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

8. No Third Party Beneficiaries; No Waiver of Immunities. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

9. 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 into, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

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

THE CITY OF PUEBLO, COLORADO,
A Municipal Corporation

BY: _____
Mayor

ATTEST:

City Clerk

ARTIST: _____

Signature

EXHIBIT B
SAMPLE LIEN WAIVER RELEASE
(ARTIST)

TO: City of Pueblo, Colorado (OWNER)
FROM: [REDACTED] (ARTIST)
PROJECT: [REDACTED]

1. The ARTIST acknowledges having received payment, except final payment, from the OWNER for all work, labor, skill and material furnished, delivered and performed by the ARTIST for the OWNER or for anyone in the construction, design, improvement, alteration, addition or repair of the above described project.
2. In consideration of such payment and this good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the ARTIST voluntarily waives all rights, claims and liens, including but not limited to, mechanic's notices, equitable liens and labor and material bond rights which the ARTIST may now or may afterward have, claim or assert for all and any work, labor, skill or materials furnished, delivered or performed for the construction, design, improvement, alteration, addition or repair of the above described project, against the OWNER or its officers, agents, employees or assigns, against any fund of or in the possession or control of the OWNER, against the project or against all land and the buildings on and appurtenances to the land improved by the project.
3. The ARTIST affirms that all work, labor and materials, furnished, delivered or performed to or for the construction, design, improvement, alteration, addition or repair of the project were furnished, delivered or performed by the ARTIST or ARTIST's agents, employees, and servants, or by and through the ARTIST by various Subcontractors or material men or their agents, employees and servants and further affirms the same have been paid in full and have released in full any and all existing or possible future mechanic's liens or rights or claims against the project or any funds in the OWNER'S rights or control concerning the project or against the OWNER or its officers, agents, employees or assigns arising out of the project.
4. The ARTIST agrees to defend and hold harmless the OWNER, the lender, if any, and the Surety on the project against and from any claim hereinafter made by the ARTIST'S Subcontractors, material men, employees, servants agents or assigns against the project or against the OWNER or its officers, employees, agents or assigns arising out of the project for all loss, damage and costs, including reasonable attorneys fees, incurred as a result of such claims.
5. The parties acknowledge that the description of the project set forth above constitutes an adequate description of the property and improvements to which this Lien Waiver Release pertains. It is further acknowledged that this Lien Waiver Release is for the benefit of and may be relied upon by the OWNER, the LENDER, if any, and Surety on any labor and material bonds for the project.

Signed this day of , 2010.

Artist's name

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

Subscribed and sworn to before me this day of , 2012, by:

Witness my hand and official seal.

My Commission Expires: _____

Notary Public



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: June 12, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN EMERGENCY ORDINANCE ESTABLISHING PROJECT CI2322 - FOUNTAIN CREEK TRAIL REPAIRS, TRANSFERRING \$250,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND AND BUDGETING AND APPROPRIATING SAID FUNDS IN THE AMOUNT OF \$250,000 TO PROJECT NO. CI2322.

SUMMARY:

This Emergency Ordinance establishes Project No. CI2322 - Fountain Creek Trail Repairs, transfers \$250,000.00 from the unappropriated fund balance of the General Fund, and budgets and appropriates total funds in the amount of \$10,000.00 into the newly-created project account.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Emergency Ordinance establishes a project account to facilitate repairs to the Fountain Creek Trail located on the east side of the creek just north of Colorado State Highway 47. The trail sustained significant damage during recent rain events which caused sinkholes and washouts to leave the trail damaged and in an unsafe condition.

The trail has been closed until repairs can be completed, but delays in approving the project will result in additional repairs being required as further erosion and subsidence occurs.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$250,000.00 shall be transferred from the unappropriated fund balance of the General Fund and budgeted and appropriated into the newly-created project account, CI2322 - Fountain Creek Trail Repairs.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this Emergency Ordinance will preclude the Public Works Department from being able to complete the required trail repairs.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

None

ORDINANCE NO. 10482

AN EMERGENCY ORDINANCE ESTABLISHING PROJECT CI2322 - FOUNTAIN CREEK TRAIL REPAIRS, TRANSFERRING \$250,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND AND BUDGETING AND APPROPRIATING SAID FUNDS IN THE AMOUNT OF \$250,000 TO PROJECT NO. CI2322.

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

SECTION 1.

The Fountain Creek Trail Repairs project, CI2322, is hereby established.

SECTION 2.

Funds in the amount of \$250,000.00 are hereby transferred from the unappropriated balance of the General Fund and budgeted and appropriated into Project No. CI2322 - Fountain Creek Trail Repairs.

SECTION 3.

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

SECTION 4.

Savings Clause: The immediate enactment of this Ordinance is necessary in order to preserve and protect public health, safety and property. Funds must be immediately appropriated for repairs to the Fountain Creek Trail located on the east side of the creek just north of Colorado State Highway 47. 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.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 12, 2023.

Final adoption of Ordinance by City Council on June 12, 2023.



President of City Council

Action by the Mayor:

☒ Approved on June 14, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

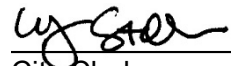
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



City Clerk