



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

**MONDAY, JULY 24, 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

Reverend Robert S Lewis Jr., Fellowship of Bible

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Pueblo County Farmers Market Week: August 6-12, 2023," - Angelika Sunie, Pueblo Farmers Market

E2 Proclamation Presentation: "Purple Heart Recognition Day: August 7, 2023," - Karen Lindquist, Military Order of the Purple Heart - Chapter 423; Steven Zerger, Purple Heart Recipient; Bob Perez, Purple Heart Recipient; Mandel Reliford, Purple Heart Recipient

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 July 10, 2023, as distributed.

J1 Minutes from City Council Meeting July 10, 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

L1 Minutes of the Planning and Zoning Commission Regular Meeting for 6/14/2023

M. RESOLUTIONS

- M1 A Resolution awarding a construction contract in the amount of \$586,620.00 to K.R. Swerdfeger Construction, Inc., and setting forth \$117,324 for contingencies, for Project No. 23-090 (WWAN05) 2023 Manhole Rehabilitation Project and authorizing the purchasing agent to execute the same
- M2 A Resolution transferring \$138,000 from account Project No. SW1907, 2019 Projects to be determined and \$89,000 from account Project No. SW9999, Projects to be determined into account Project No. SW2101, storm system upgrade - Illinois Avenue and authorizing the purchasing agent to execute same
- M3 A Resolution authorizing payment in the amount of up to one hundred thirteen thousand, one hundred and ninety dollars (\$113,190) from Project CI2113 - American Rescue Plan Act for the purpose of granting a one-time \$10,000 retention bonus to existing sworn police command staff members as authorized by Section 603(C)(1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.
- M4 A Resolution ratifying an emergency construction contract in the amount of \$34,410 with Russ Grading & Excavating LLC., for emergency storm sewer point repair located at a stormwater detention facility near the intersection of Interstate 25 and Dillon Drive and approving the purchasing agent's execution of same
- M5 A Resolution ratifying an Emergency Contract Amendment No. 1 in the amount of \$20,417.18 with GWP Inc. dba Colorado Boiler, and setting forth \$4,083.44 for contingencies, for Project No. 22-072 (WWAN04) Refurbishment of Boiler #33 for the James R. Dilorio Water Reclamation Facility (WRF) and approving the purchasing agent's execution of the same
- M6 A Resolution transferring \$3,158.75 from Project No. LT2001 into Project No. LT1501 City Park Renovations for additional expenses associated with the City Park Pool Parking Lot Project
- M7 A Resolution authorizing the issuance of a revocable permit (REV-23-23) to M3 Real Estate, LLC., for the purpose of installing a landscape buffer in the area 10.5 feet of the Thornberry Lane right-of-way, north of Lot #4 Block #4 of the South Prairie Subdivision 2nd Filing, and 5.5 feet of the Broadmoor Road right-of-way east of the aforementioned lot
- M8 A Resolution authorizing the issuance of revocable permit (REV-23-27) to the City of Pueblo Police Department for the temporary use of the public right-of-way on Alan Hamel Avenue between Main Street and south Santa Fe Avenue August 04, 2023, through August 05, 2023, for the purpose of their annual Neighborhood Safety Night
- M9 A Resolution authorizing the issuance of a revocable permit (Rev-23-28) to Pueblo Community College for the use of the public right-of-way along Orman Avenue between Arthur Street and Marilyn Place to host its annual Panther Fest event on August 05, 2023
- M10 A Resolution authorizing the issuance of a revocable permit (REV-23-29) to Pueblo Community College for the use of the public right-of-way along Orman Avenue between Arthur Street and Marilyn Place to host its annual Welcome Back to Campus event on Monday, August 21, 2023
- M11 A Resolution awarding Contract Amendment No. 1 in the amount of \$46,802 to Cedar Ridge Landscape, Inc., for Project No. 23-088, Concrete Improvements - Northern Avenue

Phase 2, setting forth \$15,000 for contingencies on the additional work and authorizing the Purchasing Agent to execute same

M12 A Resolution to amend Resolution No. 15274 to correct the assigned finance project numbers from which funds will be paid for Project No. 23-064, Miscellaneous Concrete Improvements (CDBG)

M13 A Resolution confirming the appointment by the Mayor of Alexis Ellis to serve a three-year term expiring December 31, 2025 on the Community Commission on Housing and Homelessness

M14 A Resolution confirming the appointment by the Mayor of Seth Rocco to complete a three-year term expiring November 1, 2025 on the Streetscape Advisory Committee

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance (1) approving and authorizing the Mayor to execute an Employment Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Fomcore, a Michigan Limited Liability Company, relating to a job creating capital improvement project and (2) approving and authorizing the Mayor to execute a Real Property Conveyance Agreement and related Quitclaim Deed between the City of Pueblo, a Colorado Municipal Corporation, and the Pueblo Development Foundation, a Colorado Nonprofit Corporation, relating to a parcel of improved land located in the Pueblo Minnequa Industrial Park and (3) transferring six million five hundred thousand dollars (\$6,500,000) from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund for the purpose of said Conveyance Agreement and (4) transferring one million seven hundred and forty thousand dollars (\$1,740,000) from the 1992-2026 Sales And Use Tax Capital Improvement Projects Fund for the purpose of the City of Pueblo's compliance with said Employment Agreement

N2 An Ordinance approving and authorizing the Mayor to sign a Subrecipient Agreement between the City of Pueblo, a Colorado Municipal Corporation and United Way of Pueblo County, Inc., 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 six hundred thousand dollars (\$600,000) from Project No. CI2113 - American Rescue Plan Act, for purposes thereof

N3 An Ordinance amending zoning restrictions to rezone land located east of the Village Circle cul-de-sac from O-1, Neighborhood Office District to R-4, Mixed Residential District

N4 An Ordinance approving the DFB Subdivision, A Special Area Plan

N5 An Ordinance approving a Special Area Plan for the DFB Subdivision

N6 An Ordinance approving the Medal of Honor Subdivision

N7 An Ordinance approving a Public Art Donation Agreement between Latka Studios, LLC., a Colorado Limited Liability Company and the City of Pueblo, a Colorado Municipal Corporation, relating to the donation of artwork for public enjoyment and authorizing execution thereof by the Mayor

N8 An Ordinance approving an intergovernmental agreement between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo School District No. 60, relating to the management of a public, educational, and governmental channel on the Comcast Cable System in the City of Pueblo, and authorizing the Mayor to execute the same

N9 An Ordinance approving two intergovernmental agreements between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, Department of Higher Education, relating to the management of two public, educational, and governmental channels on the Comcast Cable System in the City of Pueblo and providing for the

production of weekly council meetings, and authorizing the Mayor to execute the same

- N10 An Ordinance approving and authorizing the Mayor to execute an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the County of Pueblo, a Political Subdivision of the State of Colorado, relating to the 2023 General Municipal Election
- N11 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 question establishing an additional one and one-half percent lodger's tax rate for providing accessible and affordable childcare programs for working families in the City of Pueblo
- N12 An Ordinance approving an agreement to buy and sell real estate between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo Urban Renewal Authority, a Public Body Corporate and Politic of the State of Colorado, relating to the sale of property at 612 E. 2nd Street, Pueblo, Colorado and 618 E. 2nd Street, Pueblo, Colorado for the amount of ten thousand, eight hundred, forty-six dollars and twenty-five cents (\$10,846.25), and authorizing the Mayor to execute same

O. APPROVAL OF CONSENT AGENDA

I move to receive and file the minutes of the Planning and Zoning Commission, approve all the Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda; Setting the Public Hearings for August 14, 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 Global Medical Response, DBA American Medical Response Pueblo, in the amount of \$1,000 to sponsor the Safety Jam event on Saturday, June 3, 2023
- Q2 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to Pueblo Memorial Hall in the amount of \$6,626 to sponsor the Time Is Now Benefit Show on Saturday, October 28, 2023 at Memorial Hall

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance approving and accepting Airport Infrastructure Grant (AIG) Agreement No. 3-08-0046-049-2023 from the United States of America acting through the Federal Aviation Administration for funds in the amount of \$571,290 to Reconstruct Runway 8R-26L Lighting and the Airfield Lighting Control And Monitor System (ALCMS) as part of the Rehabilitation of Runway 8R-26L and Taxiway A2 Removal project, budgeting and appropriating \$571,290 to Project No. AP2205, and authorizing the Mayor to execute same - *Introduced July 10, 2023 by Councilor Vicente Martinez Ortega*
- R2 An Ordinance approving and accepting an Ozone Season Transit Grant, Award No. OSTG2023-04, and applicable conditions pertaining thereto, between The City of Pueblo and The Colorado Association of Transit Agencies, establishing Project No. PT2301, budgeting and appropriating funds not to exceed \$414,898.85 into Project No. PT2301, and ratifying the Mayor's signature of the Grant Agreement - *Introduced July 10, 2023 by Councilor Vicente Martinez Ortega*
- R3 An Ordinance approving an Instrument of Release between the United States of America and the City of Pueblo, A Colorado Municipal Corporation, for the release of Lot 12 in the Pueblo Memorial Airport Industrial Park Subdivision and Authorizing the Mayor to execute

same - *Introduced July 10, 2023 by Councilor Vicente Martinez Ortega*

- R4 An Ordinance approving a Deferred Improvements Agreement between Brick Solid Investments, LLC., a Colorado limited liability company, and the City of Pueblo, a Colorado Municipal Corporation, relating to the construction of public improvements incidental to a rearrangement of property boundaries and authorizing execution thereof by the Mayor - *Introduced July 10, 2023 by Councilor Vicente Martinez Ortega*
- R5 An Ordinance approving a Public Art Donation Agreement between Eric McCue and the City of Pueblo, a Colorado Municipal Corporation, relating to the donation of artwork for public enjoyment as part of the Pueblo History and Artwalk Project and authorizing execution thereof by the Mayor - *Introduced July 10, 2023 by Councilor Vicente Martinez Ortega*
- R6 An Ordinance Approving a Memorandum of Understanding between the City of Pueblo, the Colorado Department of Public Health and Environment to monitor for SARS-CoV-2 and other pathogens of concern and authorizing the Mayor to execute same - *Introduced July 10, 2023 by Councilor Vicente Martinez Ortega*
- R7 An Ordinance changing the street name of Sunflower Drive to Winecup Drive - *Introduced July 10, 2023 by Councilor Vicente Martinez Ortega*
- R8 An Ordinance amending zoning restrictions to rezone Pueblo Icehouse, Planned Unit Development to Watertower Place, Planned Unit Development - *Introduced July 10, 2023 by Councilor Vicente Martinez Ortega*
- R9 An Ordinance approving and accepting a grant funding agreement and all applicable conditions pertaining thereto from the Colorado Auto Theft Prevention Authority ("CATPA") relating to the Beat Auto Theft Through Law Enforcement ("BATTLE") team, establishing project no. PS2307, budgeting and appropriating funds to project no. PS2307, and authorizing the mayor to execute same - *Introduced July 10, 2023 by Councilor Vicente Martinez Ortega*
- R10 An Ordinance approving and accepting a grant agreement and applicable conditions pertaining thereto with the State of Colorado Department of Law Peace Officer Standards and Training (POST), establishing project number PS2306, authorizing the Mayor to execute same, and ratifying his prior signature thereto - *Introduced July 10, 2023 by Councilor Vicente Martinez Ortega*
- R11 An Ordinance amending Ordinance No. 10481 to update the assigned funding from CI2321 to \$2,500 from City Council Contingencies and \$2,500 from Mayor's Contingencies - *Introduced July 10, 2023 by Councilor Vicente Martinez Ortega*

S. EXECUTIVE SESSION

S1 Conference with City Attorney

Conference with City Attorney to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24 6 402(4)(a), and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24 6 402(4)(e). The following additional details are provided for identification purposes: Proposed ARPA Agreement and related real property issue

T. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, JULY 10, 2023 - 7:00 PM
MINUTES**

A. CALL TO ORDER

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

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Nicholas Gradisar, Chief of Staff Laura Solano, Acting City Attorney Bob Jagger, Municipal Records Coordinator Clyde Bishop.

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

- Steve Vellejos appeared in person to speak about the City of Pueblo
- Elvis Martinez appeared in person to speak about Gondola, and other Pueblo topics
- Frank Arteaga appeared in person to speak about gun buy back program

G. COUNCIL MEMBER AND MAYOR COMMENTARY

The Mayor spoke about ARPA funds to the PAGE Union.

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

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

distributed.

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

J. READING AND APPROVAL OF MINUTES

J1 MINUTES FROM MEETING JUNE 26, 2023

Councilor Martinez Ortega, seconded by Councilor Flores, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **June 26, 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.

K. CONSENT AGENDA

Municipal Records Coordinator Clyde Bishop read the consent agenda into the record.

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 5/10/2023

M. RESOLUTIONS

M1 A RESOLUTION AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF FOUR HUNDRED TWENTY-FOUR THOUSAND, THREE HUNDRED THIRTY-TWO DOLLARS (\$424,332) FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES OF COMPENSATING WITH PREMIUM PAY THOSE ELIGIBLE CLASSIFIED GROUP A EMPLOYEES OF THE CITY'S GENERAL SERVICES DEPARTMENTS, WHO PERFORMED ESSENTIAL WORK DURING THE COVID-19 PUBLIC HEALTH EMERGENCY, AS AUTHORIZED BY SECTION 603(G)(2) OF THE AMERICAN RESCUE PLAN ACT AND INTERIM FINAL RULE 31 CFR 35.6(C)

This Resolution was assigned as 15292.

M2 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$197,475.97 TO CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC., FOR PROJECT NO. 23-060, ADA CURB RAMPS - PHASE 2 (CDBG), SETTING FORTH \$29,621.40 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Removed from agenda.

M3 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$102,739 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 23-072, SUNNYSIDE NEIGHBORHOOD CONCRETE IMPROVEMENTS (CDBG), SETTING FORTH \$12,261 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15293.

M4 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-24) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF SPAULDING AVENUE AND ONE LANE OF PARKER BLVD. ON SEPTEMBER 09, 2023, FOR THE PURPOSE OF FACILITATING THE 5K RUN/WALK AS THE KICKOFF TO THE CORPORATE CUP EVENT

This Resolution was assigned as 15294.

M5 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-25) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF SPAULDING AVENUE JUST SOUTH OF THE YMCA ENTRANCE AND THE RIGHT-IN ONLY ROAD OF 31ST STREET ON SEPTEMBER 14, 2023, FOR A ONE MILE RACE EVENT FOR CORPORATE CUP EVENT

This Resolution was assigned as 15295.

M6 A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$6,022.37 FROM PROJECT NO. PS2204 TO PROJECT NO. PS2214 FOR PURPOSES OF THE TRIPLE AIM COMMUNITY REINVESTMENT GRANT

This Resolution was assigned as 15296.

M7 A RESOLUTION APPROVING AN INTEREST RATE MODIFICATION TO A FIXED RATE OF INTEREST AT THE RATE OF FIVE AND SEVENTY-FIVE ONE HUNDREDTHS PERCENT (5.75%) WITH RESPECT TO THE 02/01/2018 PROMISSORY NOTE AND THE 02/12/2018 PROMISSORY NOTE OF BORROWER BIG R PROPERTIES LLC

This Resolution was assigned as 15297.

M8 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF TYLER SURAT TO SERVE A FOUR-YEAR TERM EXPIRING JUNE 30, 2027 ON THE ENERGY ADVISORY COMMISSION

This Resolution was assigned as 15298.

M9 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JOE PERKO TO SERVE A FOUR-YEAR TERM EXPIRING JULY 1, 2027 ON THE RETAIL & MEDICAL MARIJUANA LICENSING AUTHORITY

This Resolution was assigned as 15299.

M10 A RESOLUTION RATIFYING PACOG'S APPOINTMENT OF TONY MONTOYA AND ANITA COFER TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC) – JOINT CITY-COUNTY APPOINTMENT

This Resolution was assigned as 15300.

M11 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF KYLE RAYBURN AND WARREN RIVERA TO SERVE A FOUR YEAR TERM EXPIRING AUGUST 1, 2027 ON THE HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD

This Resolution was assigned as 15301.

M12 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF STEPHEN CORNETTA TO SERVE A FOUR YEAR TERM EXPIRING AUGUST

1, 2027 ON THE LIQUOR AND BEER ADVISORY BOARD

This Resolution was assigned as 15302.

M13 A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH PAUL J. WILLUMSTAD

This Resolution was assigned as 15303.

M14 A RESOLUTION APPROVING AND ADOPTING THE COLORADO DEPARTMENT OF TRANSPORTATION 2023 GROUP TRANSIT ASSET MANAGEMENT PLAN

This Resolution was assigned as 15304.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE APPROVING AND ACCEPTING AIRPORT INFRASTRUCTURE GRANT (AIG) AGREEMENT NO. 3-08-0046-049-2023 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF \$571,290 TO RECONSTRUCT RUNWAY 8R-26L LIGHTING AND THE AIRFIELD LIGHTING CONTROL AND MONITOR SYSTEM (ALCMS) AS PART OF THE REHABILITATION OF RUNWAY 8R-26L AND TAXIWAY A2 REMOVAL PROJECT, BUDGETING AND APPROPRIATING \$571,290 TO PROJECT NO. AP2205, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N2 AN ORDINANCE APPROVING AND ACCEPTING AN OZONE SEASON TRANSIT GRANT, AWARD NO. OSTG2023-04, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO ASSOCIATION OF TRANSIT AGENCIES, ESTABLISHING PROJECT NO. PT2301, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$414,898.85 INTO PROJECT NO. PT2301, AND RATIFYING THE MAYOR'S SIGNATURE OF THE GRANT AGREEMENT

N3 AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO URBAN RENEWAL AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, RELATING TO THE SALE OF PROPERTY AT 612 E. 2ND STREET, PUEBLO, COLORADO AND 618 E. 2ND STREET, PUEBLO, COLORADO FOR THE AMOUNT OF TEN THOUSAND EIGHT HUNDRED, FORTY-SIX DOLLARS AND TWENTY-FIVE CENTS (\$10,846.25), AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Removed from agenda.

N4 AN ORDINANCE APPROVING AN INSTRUMENT OF RELEASE BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE RELEASE OF LOT 12 IN THE PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAME

- N5 AN ORDINANCE APPROVING A DEFERRED IMPROVEMENTS AGREEMENT BETWEEN BRICK SOLID INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE CONSTRUCTION OF PUBLIC IMPROVEMENTS INCIDENTAL TO A REARRANGEMENT OF PROPERTY BOUNDARIES AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR**
- N6 AN ORDINANCE APPROVING A PUBLIC ART DONATION AGREEMENT BETWEEN ERIC MCCUE AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, RELATING TO THE DONATION OF ARTWORK FOR PUBLIC ENJOYMENT AS PART OF THE PUEBLO HISTORY AND ARTWALK PROJECT AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR**
- N7 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT TO MONITOR FOR SARS-COV-2 AND OTHER PATHOGENS OF CONCERN AND AUTHORIZING THE MAYOR TO EXECUTE SAME**
- N8 AN ORDINANCE CHANGING THE STREET NAME OF SUNFLOWER DRIVE TO WINECUP DRIVE**
- N9 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE PUEBLO ICEHOUSE, PLANNED UNIT DEVELOPMENT TO WATERTOWER PLACE, PLANNED UNIT DEVELOPMENT**
- N10 AN ORDINANCE APPROVING AND ACCEPTING A GRANT FUNDING AGREEMENT AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY ("CATPA") RELATING TO THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT ("BATTLE") TEAM, ESTABLISHING PROJECT NO. PS2307, BUDGETING AND APPROPRIATING FUNDS TO PROJECT NO. PS2307, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**
- N11 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2306, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND RATIFYING HIS PRIOR SIGNATURE THERETO**

N12 AN ORDINANCE AMENDING ORDINANCE NO. 10481 TO UPDATE THE ASSIGNED FUNDING FROM CI2321 TO \$2,500 FROM CITY COUNCIL CONTINGENCIES AND \$2,500 FROM MAYOR'S CONTINGENCIES.

O. APPROVAL OF CONSENT AGENDA

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Minutes of the Planning & Zoning Commission for the regular meeting dated May 10, 2023, approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for July 24, 2023, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** Councilor Atencio, Councilor Flores, President Graham, President Graham, Councilor Maestri, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Martinez, Councilor Winner, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 12-0.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO SOUTHEASTERN COLORADO HERITAGE CENTER IN THE AMOUNT OF \$6,000 TO SPONSOR THE INDIGENOUS PEOPLES' EXHIBIT REVITIZATION & ARCHIVE BUILDING

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

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 15305.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO LATINO CHAMBER DEVELOPMENT FOUNDATION CORP. IN THE AMOUNT OF \$1,500 TO SPONSOR THE 8TH ANNUAL LATINO VETERANS PROFILES IN COURAGE AWARDS CEREMONY AT 5:30 PM ON OCTOBER 14, 2023 AT THE PUEBLO CONVENTION CENTER

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

Councilor Martinez Ortega, seconded by Councilor Martinez, 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 15306. Councilor Vicente Martinez Ortega motioned to approve, seconded by Councilor Dennis Flores. Passed 7-0.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO DIVERSIFIED INDUSTRIES, INC. IN THE AMOUNT OF \$1,000 TO SPONSOR THE DANCING WITH THE PUEBLO STARS EVENT ON JULY 15, 2023 AT THE PUEBLO CONVENTION CENTER

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 15307.

R. ORDINANCES – FINAL PRESENTATION

R1 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

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

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 10497.

R2 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE SOUTHERN COLORADO HARM REDUCTION ASSOCIATION, 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 NINE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$975,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

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

PUBLIC HEARING:

- Laura Sandoval-Adams appeared in person to speak in favor of this ordinance
- Heather Harwall appeared in person to speak in favor of this ordinance
- Audrana Venegas appeared in person to speak in favor of this ordinance
- Erica Ortega appeared in person to speak in favor of this ordinance
- Tara Rodriguez appeared in person to speak in favor of this ordinance
- Renee Gonzales appeared in person to speak in favor of this ordinance
- Philip Lopez appeared in person to speak in favor of this ordinance
- Alexandra Montez appeared in person to speak in favor of this ordinance
- Christopher Anaya appeared in person to speak in favor of this ordinance
- Frank Artega appeared in person to speak in favor of this ordinance
- Jude Solano appeared in person to speak in favor of this ordinance
- Michelle Gray appeared in person to speak against this ordinance
- Sammuel Hernandez Jr. 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.

Councilor Martinez Ortega, seconded by Councilor Winner, moved to amend the Ordinance to remove Section 5, the prohibition related to the needle exchange services

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** President Graham, Councilor Maestri. Motion Passed 5-2.

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** President Graham, Councilor Maestri. Motion Passed 5-2.

This Ordinance was assigned as **10498**.

R3 AN ORDINANCE ESTABLISHING PROJECT PL2305, SAFE STREETS & ROADS FOR ALL - SS4A, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION, AWARD NUMBER: 693JJ32340380 IN THE AMOUNT OF \$681,600, TRANSFERRING \$170,400 FROM CI2204 TO PL2305, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$852,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

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 **10499.**

R4 AN ORDINANCE ESTABLISHING PROJECT PL2304, BESSEMER COMMERCE REVITALIZATION PROJECT, ACCEPTING A SMALL DOLLAR GRANT FROM THE COLORADO DEPARTMENT OF TRANSPORTATION, IN THE AMOUNT OF \$222,750, TRANSFERRING \$22,275 FROM CI2204 TO PL2304, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$245,025, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10501.**

R5 AN ORDINANCE ESTABLISHING PROJECT WW2305, THE PRETREATMENT BUILDING PROJECT, TRANSFERRING \$150,000 FROM WW9999 TO WW2305, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$150,000, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES, PROJECT 23-046 IN THE AMOUNT OF \$129,406.00 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SHORT ELLIOTT HENDRICKSON, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

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 **10502.**

R6 AN ORDINANCE BUDGETING AND APPROPRIATING AN AMOUNT OF \$120,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO THE PROFESSIONAL SERVICES ACCOUNT OF THE LAW DEPARTMENT AND APPROVING COMPENSATION FOR SPECIAL COUNSEL ON AN AS NEEDED BASIS

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

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 **10503.**

R7 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT WITH COLORADO BLUEPRINT TO END HUNGER AND THEIR FISCAL SPONSOR, THE TRAILHEAD INSTITUTE, FOR A GRANT AWARD IN THE AMOUNT OF \$53,625.00 ON BEHALF OF THE PUEBLO FOOD PROJECT, RATIFYING THE PRIOR SIGNATURE OF THE MAYOR TO SAID GRANT AGREEMENT, CREATING PROJECT NO. CI2323, AND BUDGETING AND APPROPRIATING \$53,625.00 INTO PROJECT NO. CI2323

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

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 **10504.**

R8 AN ORDINANCE APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF \$20,000 FROM THE COLORADO CENTENNIAL FUND, A SUBSIDIARY OF THE CARING FOR COLORADO FOUNDATION, FOR THE PUEBLO FOOD PROJECT, RATIFYING THE MAYOR'S SIGNATURE OF THE GRANT

AGREEMENT, CREATING PROJECT NO. CI2324, AND BUDGETING AND APPROPRIATING \$20,000 TO PROJECT NO. CI2324

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

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 10505.

R9 AN ORDINANCE AUTHORIZING ASSIGNMENT OF A PRIVATE ACTIVITY BOND ALLOCATION FROM THE CITY OF PUEBLO TO THE COLORADO HOUSING AND FINANCE AUTHORITY PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT.

A staff report and detailed review of the Ordinance was given by Bryan Gallagher, Director of Housing & Citizen Services.

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 10506.

R10 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE CITY OF CHIHUAHUA, STATE OF CHIHUAHUA OF THE UNITED MEXICAN STATES, AND AUTHORIZING AND RATIFYING THE EXECUTION OF SAME BY THE MAYOR

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10507.

S. EXECUTIVE SESSION

S1 CONFERENCE WITH ACTING CITY ATTORNEY

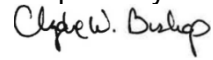
FOR A CONFERENCE WITH THE ASSISTANT CITY ATTORNEY FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND / OR INSTRUCTION NEGOTIATORS, UNDER C.R.S. SECTION 24-6-402(4)(E):

The executive session was canceled due to the lateness of the meeting.

T. ADJOURN

President Graham adjourned the meeting at 10:16 p.m.

Respectfully submitted,



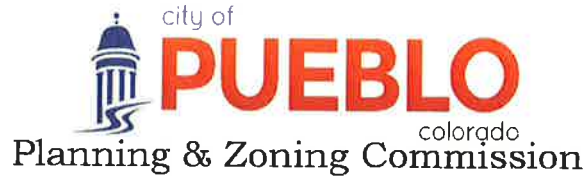
Clyde Bishop

Municipal Records & Technical Coordinator

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, June 14, 2023 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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, and Sarah Martinez, Christopher Pasternak.

Commissioners Absent: None

Staff Members Present: Trevor Gloss, Assistant City Attorney; Beritt Odom, Principal Planner; Bart Mikitowicz Senior Planner, and Cindy Capritta, Land Use Technician.

Staff Members Absent: Scott Hobson, Acting Director for Development of Planning and Community Development.

APPROVAL OF THE AGENDA: Bailey moved to approve the May 10, 2023, agenda, seconded by, Avalos.

Motion Passed: 7-0

REGULAR AGENDA:

Public Hearing:

1. S-23-05 Subdivision: Medal of Honor Subdivision of 69.9 acres into one lot for the Pueblo County Detention Center and two non-buildable parcels reserved for future subdivision and development, generally located west of the intersection of West 24th Street and Pueblo Boulevard (SH45). Staff report by Beritt Odom, Principal Planner.

Public Hearing: Applicant Gary Raso appeared and spoke in support of the application and agreed to Conditions 1 and 2. No one appeared in opposition.

Commission Action: Bailey motioned to recommend the application, with staff conditions 1-2, seconded by Spinuzzi.

Motion Passed: 7-0

2. Z-21-04 Rezone: 303 Santa Fe Ave Icehouse PUD to Watertower Place PUD: Parcels A and B, Pueblo Icehouse Subdivision, 5.712 acres commonly known as 303 S. Santa Fe Ave. Staff report by Bart Mikitowicz, Senior Planner.

Public Hearing: Applicant, Ryan McWilliams was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application, seconded by Avalos with no conditions.

Motion Passed: 7-0.

3. SNC-23-01 Street Name Change: Change the name of Sunflower Drive to Winecup Drive. Staff report by Beritt Odom, Senior Planner.

Public Hearing: Applicant, City of Pueblo. Sworn in and speaking in opposition, appeared Cindy Gradishar, and Kelsey Herman.

City Traffic Engineer, Melanie Turner, provided information addressing all questions posed by the public and Commission.

Commission Action: Bailey moved to recommend the application, seconded by Spinuzzi with no conditions.

Motion Passed: 7-0.

4. Z-22-20 Rezone: Rezone approximately 3.74 acres from 0-1, Neighborhood Office District to R-4, Mixed Residential District, located east of the Village Circle terminus. Staff report by Beritt Odom, Principal Planner.

Public Hearing: Applicant, John Chrisman was sworn in and spoke in favor of the application. Speaking in opposition and sworn in were Shawn Morgan, Cindy Gradishar and Kelsey Herman.

Commission Action: Bailey moved to recommend the application contingent on passage of items 5 and 6, seconded by Spinuzzi.

Motion Passed: 6-0, Martinez recused

5. S-22-14 Subdivision: DFB Subdivision, A Special Area Plan, subdivision of 4.64 acres into four multifamily residential lots. Generally located east of the Village Circle terminus. Staff report by Principal Planner Beritt, Odom.

Public Hearing: Applicant, John Chrisman spoke in favor of the application. Speaking in opposition and sworn in was Greta Chosich, Cindy Gradishar and Kelsey Herman.

Commission Action: Bailey moved to recommend the application with staff conditions 1-4, seconded by Aznar.

Motion Passed: 5-1, Martinez recused

6. SAP 23-01 Special Area Plan: DFB Subdivision, A Special Area Plan, allowing reduced front yard setbacks adjacent to Village Circle and increasing side-yard setbacks Lots 4 and 5 to 10-feet between. Generally located east of the Village Circle terminus. Staff report by Beritt Odom, Principal Planner.

Public Hearing: Applicant, John Chrisman spoke in favor of the application. Speaking in opposition were Cindy Gradishar and Shawn Morgan.

Commission Action: Bailey moved to recommend the application with the condition that a maximum of 36 units are allowed to be developed within the subdivision, seconded by Aznar.

Motion Passed: 5-1, Martinez recused

7. GU-23-02 Government Use Development Plan Review: The City of Pueblo is requesting site plan review of two electronic variable message signs, a 500 Sq. ft storage structure, and perimeter fence. Staff report by Beritt Odom, Principal Planner.

Public Hearing: Applicant, Jerry Wilhite was sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to approve the application with recommended staff conditions 1 and 3, seconded by Avalos.

Motion Passed: 7-0

Approval of Minutes: Bailey moved to approve Minutes from May 10, 2023, seconded by Spinuzzi.

Motion Passed: 7-0

Old/New Business:

There being no further business the regular meeting was adjourned at 6:33 p.m.

Respectfully submitted,

Attest:



Mike Castellucci
Chairperson



Scott Hobson
Executive Secretary

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



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 24, 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 AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$586,620.00 TO K.R. SWERDFEGER CONSTRUCTION, INC., AND SETTING FORTH \$117,324 FOR CONTINGENCIES, FOR PROJECT NO. 23-090 (WWAN05) 2023 MANHOLE REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

During routine maintenance on the sanitary mains by the collection crew, an evaluation of the manholes is also performed to determine the severity of deterioration. The manholes are ranked using the National Association of Sewer Service Companies (NASSCO) evaluation criteria – the higher the ranking, the worse the deterioration. Manholes for the 23-090 (WWAN05) FY2023 Manhole Rehabilitation Project had to meet the requirement of being the highest ranking on the manhole evaluation list. To protect the public interest, these manholes require rehabilitation. Manholes will be rehabilitated by rebuilding the wall thickness with a cementitious material and sealing with an epoxy coating or, in more severe cases, being removed, replaced and epoxy coated. Also, backfilling of the holes around several manholes resulting from washed away adjacent soil will be performed under this project.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

During routine inspection of the sanitary mains, an evaluation of the manholes, manhole benches and troughs are performed to determine the severity of deterioration in the manhole structures and to prioritize them accordingly. The manholes chosen for the 23-090 (WWAN05) FY2023 Manhole Rehabilitation Project had the highest ranking for rehabilitation.

The existing manholes will be rehabilitated with calcium aluminate and epoxy coating and manhole benches and troughs will be rebuilt with fast-setting cementitious material to maintain the intended function of the sewer system and secure a continuous service to the public. Also, imported backfill material will be placed around several manholes to fill the holes resulting from washed away soil.

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at \$586,620.00 with contingencies of \$117,324. Funds are available from the Sewer User Funds and have been budgeted and appropriated to Project No. 23-090 (WWAN05).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 – No Action

The Wastewater Department would take no action. The manholes would continue to deteriorate until they eventually collapse warranting an emergency repair and possibly endangering the public.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 07-24-23 23-090 FY2023 Manhole Rehabilitation Project Attachment

RESOLUTION NO. 15308

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$586,620.00 TO K.R. SWERDFEGER CONSTRUCTION, INC., AND SETTING FORTH \$117,324 FOR CONTINGENCIES, FOR PROJECT NO. 23-090 (WWAN05) 2023 MANHOLE REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, only one bid for PROJECT NO. 23-090 (WWAN05), FY2023 Manhole Rehabilitation Project has been received and examined; and

WHEREAS, the proposal of K.R. Swerdfeger Construction, Inc. of Pueblo, Colorado was the only bid determined to be responsible, and the Committee of Awards recommends to the City Council that it authorize PROJECT NO. 23-090 (WWAN05) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes PROJECT NO. 23-090 (WWAN05), FY2023 Manhole Rehabilitation Project, to be performed, and the contract for said project is hereby awarded to said bidder in the amount of \$586,620.00.

SECTION 2.

Funds for PROJECT NO. 23-090 (WWAN05) shall be from Sewer User Funds.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work.....\$117,324.

SECTION 5.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein.

SECTION # 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 24, 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. 23-090 (WWAN05)
2023 MANHOLE REHABILITATION PROJECT
RESPONSE DEADLINE: June 28, 2023 at 10:00 am
Report Generated: Thursday, June 29, 2023

SELECTED VENDOR TOTALS

Vendor	Total
K.R. Swerdfeger Construction, Inc.	\$586,620.00

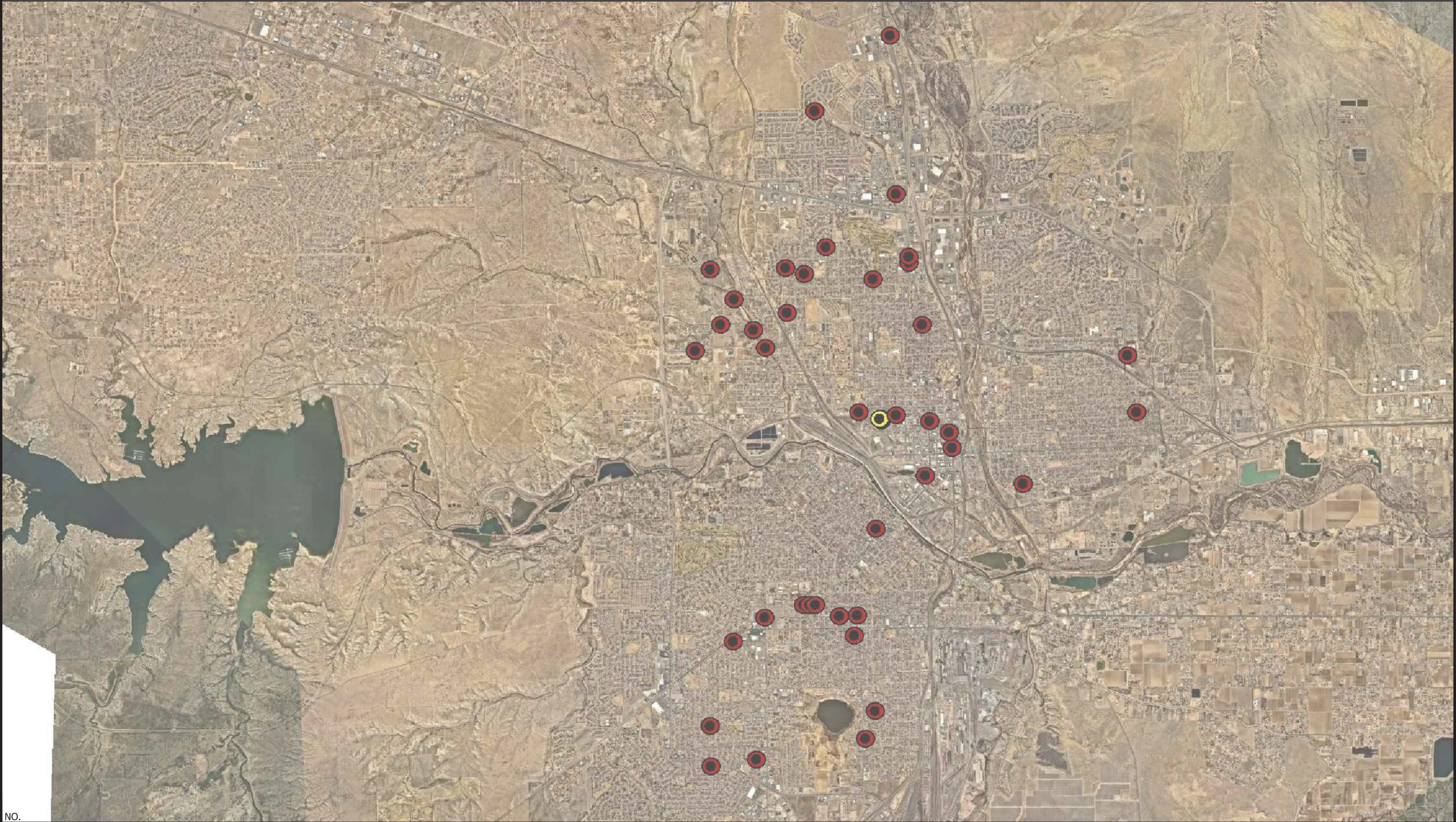
TABLE 1

					K.R. Swerdfeger Construction, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Place Epoxy Coat Ex. 48" Manhole	251	VF	\$260.00	\$65,260.00
X	2	Place Epoxy Coat Ex. 60" Manhole	46	VF	\$325.00	\$14,950.00
X	3	Place Calcium Aluminate Ex. 48" Manhole	225	VF	\$240.00	\$54,000.00
X	4	Place Calcium Aluminate Ex. 60" Manhole	46	VF	\$300.00	\$13,800.00
X	5	Remove and Replace 48" Manhole	8	EA	\$23,000.00	\$184,000.00
X	6	Rebuild Manhole Bench and Trough with Fast-Setting Cementitious Material	18	EA	\$7,500.00	\$135,000.00

EVALUATION TABULATION
 IFB No. 23-090 (WWAN05)
 2023 MANHOLE REHABILITATION PROJECT

					K.R. Swerdfeger Construction, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	7	Additional Calcium Aluminate Coating 48" Manhole	225	VF	\$60.00	\$13,500.00
X	8	Additional Calcium Aluminate Coating 60" Manhole	46	VF	\$75.00	\$3,450.00
X	9	Additional Manhole Cleaning 48" Manhole	225	VF	\$8.00	\$1,800.00
X	10	Additional Manhole Cleaning 60" Manhole	46	VF	\$10.00	\$460.00
X	11	Place Imported Backfill Material	500	TN	\$50.00	\$25,000.00
X	12	Fill Abandoned Manholes	3	EA	\$1,800.00	\$5,400.00
X	13	Traffic Control	1	LS	\$30,000.00	\$30,000.00
X	14	Mobilization	1	LS	\$40,000.00	\$40,000.00
Total						\$586,620.00

FY2023 MANHOLE REHABILITATION PROJECT LOCATION MAP





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 24, 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 \$138,000 FROM ACCOUNT PROJECT NO. SW1907, 2019 PROJECTS TO BE DETERMINED AND \$89,000 FROM ACCOUNT PROJECT NO. SW9999, PROJECTS TO BE DETERMINED INTO ACCOUNT PROJECT NO. SW2101, STORM SYSTEM UPGRADE - ILLINOIS AVENUE AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution transfers money from account Project No. SW1907, 2019 Projects to be determined and account Project No. SW9999, Projects to be determined into account Project No. SW2101, Storm System Upgrade – Illinois Avenue.

PREVIOUS COUNCIL ACTION:

The Council previously authorized account Project No. SW2101, Storm System Upgrade – Illinois Avenue.

BACKGROUND:

The Stormwater Utility Enterprise has planned an upgrade project along Illinois Ave. from Poplar Street to Lakeshore Drive. This area has experienced significant flooding over the years due to an undersized system and is one of the most frequently complained about areas that routinely requires time and resources of the Stormwater maintenance crew. The Stormwater Utility Enterprise will replace the majority of the existing storm sewer system; approximately 800 linear feet of the storm sewer main will be increased in size (12" to 18"), new inlets and man holes will be installed on the upgraded storm sewer system. Pavement, curb, and gutter that are removed will be replaced. This funding will be utilized to complete the upgrade along Illinois Avenue.

FINANCIAL IMPLICATIONS:

Funding for this project will come from the Stormwater Utility Enterprise budget.

Funding was available and had been budgeted, appropriated, and allocated to account Project No. SW2101. Additional funding is needed to complete the full scope of the work.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The City Council could elect not to allow the transfer of funds and the project would not have adequate funding to complete the scope of work required.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15309

A RESOLUTION TRANSFERRING \$138,000 FROM ACCOUNT PROJECT NO. SW1907, 2019 PROJECTS TO BE DETERMINED AND \$89,000 FROM ACCOUNT PROJECT NO. SW9999, PROJECTS TO BE DETERMINED INTO ACCOUNT PROJECT NO. SW2101, STORM SYSTEM UPGRADE - ILLINOIS AVENUE AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$138,000.00 are hereby transferred from account Project No. SW1907, 2019 Projects to be determined and \$89,000.00 from account Project No. SW9999, Projects to be determined totaling \$227,000.00 into account Project No. SW2101, Storm System Upgrade – Illinois Avenue.

SECTION 2.

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 3.

This Resolution shall become effective immediately upon passage and approval from the City Council.

INTRODUCED: July 24, 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: July 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor
Alexandria Romero, Director of Finance
Robert Jagger, Deputy City Attorney

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF UP TO ONE HUNDRED THIRTEEN THOUSAND, ONE HUNDRED AND NINETY DOLLARS (\$113,190) FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURPOSE OF GRANTING A ONE-TIME \$10,000 RETENTION BONUS TO EXISTING SWORN POLICE COMMAND STAFF MEMBERS AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.

SUMMARY:

This Resolution authorizes the transfer of funds in the amount of up to \$113,190 for the purposes of granting a one-time \$10,000 retention bonus to police department sworn command staff of the Pueblo Police Department, specifically Police Captains, Police Deputy Chiefs and Police Chief. 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:

On June 26, 2023, City Council passed Resolution No. 15291 authorizing retention bonuses for police department sworn line staff employees to be paid from American Rescue Plan Act funds in connection with an amendment to the collective bargaining agreement with IBPO #537.

BACKGROUND:

ARPA authorized a revenue replacement calculation that would allow state and local governments to use a portion of ARPA allocation for governmental services. The City of Pueblo has calculated its lost revenue as a result of the COVID-19 pandemic to be \$10,000,000.

The City requests to pay a retention bonus similarly granted line staff in the amount of Ten Thousand Dollars (\$10,000), less applicable tax withholding to Police Captains, Police Deputy Chiefs and the Police Chief actively employed as of July 31, 2023. Payment of the bonus will be made on the date that the employee would normally receive the July monthly pay (July 31, 2023). Payment shall be from the ARPA lost revenue as a qualifying government service (public safety services).

FINANCIAL IMPLICATIONS:

Funding in the amount of up to \$113,190 will be made available and will be paid out of Project CI2113 - American Rescue Plan Act.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could decide not to authorize ARPA funds for retention bonuses for police department sworn command staff members.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15310

A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF UP TO ONE HUNDRED THIRTEEN THOUSAND, ONE HUNDRED AND NINETY DOLLARS (\$113,190) FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURPOSE OF GRANTING A ONE-TIME \$10,000 RETENTION BONUS TO EXISTING SWORN POLICE COMMAND STAFF MEMBERS AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The transfer of funds in the amount of up to \$113,190 is hereby authorized from Project CI2113 - American Rescue Plan Act for the purpose of granting a one-time \$10,000 retention bonus to police department sworn command staff members, specifically Police Captains, Police Deputy Chiefs and the Police Chief actively employed on July 31, 2023.

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.

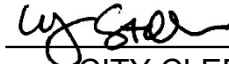
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: July 24, 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: July 24, 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 RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$34,410 WITH RUSS GRADING & EXCAVATING LLC., FOR EMERGENCY STORM SEWER POINT REPAIR LOCATED AT A STORMWATER DETENTION FACILITY NEAR THE INTERSECTION OF INTERSTATE 25 AND DILLON DRIVE AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

SUMMARY:

This Resolution ratifies and approves the award of a Construction Contract to Russ Grading & Excavating, LLC., for emergency storm sewer point repair located at a stormwater detention facility near the intersection of Interstate 25 and Dillon Drive.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Stormwater Utility was notified by emergency response crews that there was a plastic stormwater pipe system that had collapsed as a result of being set on fire by vandals. City of Pueblo crews backfilled the collapsed section of the pipe for safety reasons, making it difficult to assess the extent of the damage. An emergency point repair was required to repair the stormwater pipes.

The bid summary sheet with the unit prices for the estimated work performed by Russ Grading & Excavating, LLC., and the change order for the project are attached. This work was performed under the 2020-2022 Storm Sewer Point Repair Ordinance #9755 which contractors were qualified via competitive bid.

The cost breakdown for the project is as follows:

Bid Item	Description	Bid Quantities	Quantity	Unit Price	Total Price
1	Remove Existing Pipe and Replace w/48" High Performance Polypropylene Corrugated Double Wall Pipe (Grey) Less than 8' Deep	21-100 LF	60	\$397.00	\$23,820.00
2	Mobilization	EA	1	\$2,500.00	\$2,500.00
Total					\$26,320.00
Stormwater Emergency Repair Change Order Total					\$10,090.00
Grand Total					\$36,410.00

FINANCIAL IMPLICATIONS:

Funding for this project came from the Stormwater Utility budget. Funding was available and had been budgeted, appropriated, and allocated to Project No. 20-019 (SW1501).

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Bid Summary Dillon & I-25
2. Change Order Summary Dillon & I-25
3. Site Location Map Dillon & I-25

RESOLUTION NO. 15311

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$34,410 WITH RUSS GRADING & EXCAVATING LLC., FOR EMERGENCY STORM SEWER POINT REPAIR LOCATED AT A STORMWATER DETENTION FACILITY NEAR THE INTERSECTION OF INTERSTATE 25 AND DILLON DRIVE AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

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

WHEREAS, the point repair work was awarded to Russ Grading & Excavating, LLC., under the 2020-2022 storm sewer 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 stormwater pipes located at a stormwater detention facility near the intersection of Interstate 25 and Dillon Drive by Russ Grading & Excavating, LLC., Project No. 20-019 (SW1501) and is hereby awarded to said bidder in the amount of \$36,410.00.

SECTION 2.

Funds for Project No. 20-019 (SW1501) shall be from the Stormwater Utility Fund.

SECTION 3.

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

SECTION 5.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. 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 \$10,090.00 are hereby ratified.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 24, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2020-2022 Storm Sewer Point Repair					
Date:		5/11/23			
Project Number:		20-019 (SW1501)			
				Russ Grading & Excavating, LLC	
Bid Item	Description	Bid Quantities	Quantity	Unit Price	Total Price
1	Remove Existing Pipe and Replace w/48" High Performance Polypropylene Corrugated Double Wall Pipe (Grey) Less than 8' Deep	1-20 LF	0	\$465.00	
1	Remove Existing Pipe and Replace w/48" High Performance Polypropylene Corrugated Double Wall Pipe (Grey) Less than 8' Deep	21-100 LF	60	\$397.00	\$23,820.00
		>100 LF		\$397.00	
10	Remove Existing Pipe and Replace w/48" Polypropylene Corrugated Double Wall Pipe Greater than 8' up to 12' Deep	1-20 LF		\$465.00	
		21-100 LF		\$397.00	
		>100 LF		\$397.00	
11	Remove Existing Pipe and Replace w/48" Polypropylene Corrugated Double Wall Pipe Greater than 12' Deep	1-20 LF		\$485.00	
		21-100 LF		\$410.00	
		>100 LF		\$410.00	
12	Remove Existing Pipe and Replace w/36" Reinforced Conc. Pipe Less than 8' Deep	1-20 LF		\$888.00	
		21-100 LF		\$430.50	
		>100 LF		\$431.00	
13	Remove Existing Pipe and Replace w/36" Reinforced Conc. Pipe Greater than 8' up to 12' Deep	1-20 LF		\$978.00	
		21-100 LF		\$502.00	
		>100 LF		\$502.00	
14	Remove Existing Pipe and Replace w/18" Polypropylene Corrugated Double Wall Pipe Less than 8' Deep	1-20 LF		\$782.00	
		21-100 LF		\$357.00	
		>100 LF		\$357.00	
15	Remove Existing Pipe and Replace w/18" Polypropylene Corrugated Double Wall Pipe Greater than 8' up to 12' Deep	1-20 LF		\$840.00	
		21-100 LF		\$406.00	
		>100 LF		\$406.00	
16	Remove Existing Pipe and Replace w/24" HP Polypropylene Corrugated Double Wall Pipe Less than 8' Deep	1-20 LF		\$798.00	
		21-100 LF		\$369.00	
		>100 LF		\$369.00	
17	Remove Existing Pipe and Replace w/24" Polypropylene Corrugated Double Wall Pipe Greater than 8' up to 12' Deep	1-20 LF		\$897.00	
		21-100 LF		\$417.00	
		>100 LF		\$417.00	
18	Remove Existing Pipe and Replace w/36" Polypropylene Corrugated Double Wall Pipe Less than 8' Deep	1-20 LF		\$882.00	
		21-100 LF		\$414.00	
		>100 LF	0	\$414.00	
19	Remove Existing Pipe and Replace w/36" Polypropylene Corrugated Double Wall Pipe Greater than 8' up to 12' Deep	1-20 LF		\$966.00	
		21-100 LF		\$477.00	
		>100 LF		\$477.00	
20	Remove and Replace Asphalt 4" Asphalt on 4" Class 6 ABC (based on 12"-15" pipe replacement)	1-20 LF		\$145.00	
		21-100 LF		\$72.00	
		>100 LF		\$65.00	
21	Remove and Replace Asphalt 4" Asphalt on 4" Class 6 ABC (based on 18" pipe replacement)	1-20 LF		\$79.00	
		21-100 LF		\$52.00	
		>100 LF		\$51.00	
22	Remove and Replace Asphalt 4" Asphalt on 4" Class 6 ABC (based on 24" pipe replacement)	1-20 LF		\$79.00	
		21-100 LF		\$52.00	
		>100 LF		\$51.00	
20	Remove and Replace Asphalt 4" Asphalt on 4" Class 6 ABC (based on 36" pipe replacement)	1-20 LF		\$88.00	
		21-100 LF		\$64.00	
		>100 LF		\$64.00	
	Remove and Replace Asphalt 5" Asphalt on 6" Class	1-20 LF		\$159.00	

2020-2022 Storm Sewer Point Repair					
Date:		5/11/23			
Project Number:		20-019 (SW1501)			
				Russ Grading & Excavating, LLC	
Bid Item	Description	Bid Quantities	Quantity	Unit Price	Total Price
21	Remove and Replace Asphalt 5" Asphalt on 6" Class 6 ABC (based on 12"-15" pipe replacement)	21-100 LF		\$84.00	
		>100 LF		\$74.00	
22	Remove and Replace Asphalt 5" Asphalt on 6" Class 6 ABC (based on 18" pipe replacement)	1-20 LF		\$86.00	
		21-100 LF		\$64.00	
		>100 LF		\$64.00	
23	Remove and Replace Asphalt 5" Asphalt on 6" Class 6 ABC (based on 24" pipe replacement)	1-20 LF		\$86.00	
		21-100 LF		\$64.00	
		>100 LF		\$64.00	
24	Remove and Replace Asphalt 5" Asphalt on 6" Class 6 ABC (based on 36" pipe replacement)	1-20 LF		\$100.00	
		21-100 LF		\$80.00	
		>100 LF		\$80.00	
25	Remove and Replace 7" Reinforced Concrete	1-20 SF		\$20.00	
		21-100 SF		\$20.00	
		>100 SF		\$20.00	
26	Remove and Replace 6" Reinforced Concrete	1-20 SF		\$19.00	
		21-100 SF		\$19.00	
		>100 SF		\$19.00	
27	Remove and Replace Standard Curb and Gutter	1-20 LF		\$30.00	
		21-100 LF		\$30.00	
		>100 LF		\$29.00	
28	Install Extra Lean Concrete (Flowable Fill)	1-20 CY		\$175.00	
		21-100 CY		\$175.00	
		>100 CY		\$175.00	
29	Remove and Replace 4" Non Reinforced Concrete	1-20 SF		\$35.00	\$0.00
		21-100 SF		\$25.00	\$0.00
		>100 SF		\$15.00	\$0.00
30	Dissimilar Pipe Connection for Pipe 15" to 20"	EA		\$1,175.00	
31	Dissimilar Pipe Connection for Pipe 22" to 28"	EA		\$1,365.00	
32	Dissimilar Pipe Connection for Pipe 30" to 42"	EA		\$1,500.00	
33	Dissimilar Pipe Connection for Pipe 48"	EA			
34	Remove and Replace Type 1A 48" Dia Standard	EA		\$15,750.00	
35	Remove and Replace Type 1B 60" Dia Standard	EA		\$15,975.00	
36	Remove and Replace Type 1C 72" Dia Standard	EA		\$18,270.00	
37	Remove and Replace 5' Type "S" Inlet	EA		\$18,165.00	
38	Remove and Replace Type 16 Inlet	EA		\$7,800.00	
39	Install Tactile Band	EA		\$1,500.00	
2	Mobilization	EA	1	\$2,500.00	\$2,500.00
				Total	\$26,320.00

City Of Pueblo

Contract Change Order

Department Of Public Works

Project Number : 20-019

Change Order No. : 1

Date: May 22, 2023

Project Name : Interstate 25 & Dillon Drive

Contractor : Russ Grading & Excavating, LLC.

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	Remove Existing Pipe and Replace w/48" Polypropylene Corrugated Double Wall Pipe Less than 8' Deep		\$7,940.00
2	Fill Dirt Import		\$1,400.00
3	Rip Rap		\$750.00
TOTAL		\$0.00	\$10,090.00

Net Adjustment This Change Order	\$	10090.00
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	26320.00
Total Adjusted Contract Amount To Date	\$	36410.00

Reason For Change:

Pipe damage was more than originally thought, and due to rain original dirt was washed away, therefore fill had to be brought in.

The time provided for completion of the contract is increased by three (3) days.

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

The adjustment to the contract amount and contract time, if any, made by this change order constitutes full compensation to the Contractor for the work included within this change order, and Contractor's acceptance hereof constitutes a waiver of any contract and equitable claims on account thereof.

Prepared by:  Date: 5/22/23
Associate Engineer

Reviewed by: John Holmstrom Date: 5/22/23
Stormwater Coordinator

Accepted by: _____ Date: 6/1/23
Contractor's Representative

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

Approved by:  Date: 5/30/23
Director of Public Works



	Dillon & I-25	
	The City of Pueblo, Colorado does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein	Copyright nearmap 2015, Maxar



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 24, 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 CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$20,417.18 WITH GWP INC. DBA COLORADO BOILER, AND SETTING FORTH \$4,083.44 FOR CONTINGENCIES, FOR PROJECT NO. 22-072 (WWAN04) REFURBISHMENT OF BOILER #33 FOR THE JAMES R. DILORIO WATER RECLAMATION FACILITY (WRF) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of an emergency Contract Amendment No. 1 in the amount of \$20,417.18 to GWP Inc. dba Colorado Boiler for Project No. 22-072 (WWAN04) Refurbishment of Boiler #33 for the James R. Dilorio Water Reclamation Facility (WRF) and setting forth \$4,083.44 for contingencies on the additional work.

PREVIOUS COUNCIL ACTION:

Resolution 15022, dated October 11, 2022, awarded a construction contract to GWP Inc. dba Colorado Boiler for Project No. 22-072 (WWAN04) Refurbishment of Boiler #33 for the James R. Dilorio Water Reclamation Facility (WRF).

BACKGROUND:

The James R. Dilorio Water Reclamation Facility treats wastewater for the City of Pueblo. Boiler #33 is a methane burning boiler used to heat the building and water throughout the plant. Burning methane builds up in the tubes and needs to be scrubbed every year, eating away at the tubes and tube sheet. Boiler #33 tubes and tube sheet are getting thin and need to be replaced, so emergency repairs are not needed to keep the boiler running. If the boiler goes down as our back up, the facility will have to use natural gas as a backup and incur an unforeseen expense during the winter months. During construction, on Wednesday April 19, 2023, as the contractor was preparing the tube sheet to install the new tubes, it was discovered the tube sheet was only 1/2" thick,

which did not meet code. The minimum thickness must be 5/8" to install tubes. The contractor could not proceed without the tube sheet being replaced.

FINANCIAL IMPLICATIONS:

The cost of the amendment to the construction project is \$20,417.18 with contingencies of \$4,083.44. Funds are available from the Rehabilitation Funds and appropriated to Project No. 22-072 (WWAN04).

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. 07-24-23 Emergency Boiler 22-072 Refurbishment of Boiler No. 33 for Wastewater Reclamation Facility (WRF)
2. 07-24-23 Emergency Boiler 22-072 Amendment No. 1 Refurbishment of Boiler # 33 for Wastewater Reclamation Facility (WRF)

RESOLUTION NO. 15312

A RESOLUTION RATIFYING AN EMERGENCY CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$20,417.18 WITH GWP INC. DBA COLORADO BOILER, AND SETTING FORTH \$4,083.44 FOR CONTINGENCIES, FOR PROJECT NO. 22-072 (WWAN04) REFURBISHMENT OF BOILER #33 FOR THE JAMES R. DILORIO WATER RECLAMATION FACILITY (WRF) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

WHEREAS, an emergency contract amendment was requested by the Director of Wastewater and authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code; and

WHEREAS, a construction contract was awarded to GWP Inc. dba Colorado Boiler, under Contract Number 22-072; and

WHEREAS, additional work was required to repair Boiler #33; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the emergency Contract Amendment No. 1 to the Construction Contract for Refurbishment of Boiler #33 for the James R. Dilorio Water Reclamation Facility (WRF), Project No. 22-072 with GWP Inc. dba Colorado Boiler, in the amount of \$20,417.18.

SECTION 2.

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 3.

Funds for Project 22-072 (WWAN04) shall be from the Rehabilitation Funds.

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 amendment, including any payments authorized under the contract amendment, are hereby ratified.'

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 24, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Naomi Hedden
Director of Purchasing
230 S. Mechanic Street
Pueblo, CO 81003
719-553-2350 phone
purchasing@pueblo.us
www.pueblo.us/purchasing

PURCHASING DEPARTMENT

October 12, 2022

GWP, Inc. dba Colorado Boiler
Attn: Edward Kalmbach
8044 W. 95th Way
Westminster, CO 80021
Email: coloradoboiler@aol.com

REF: Bid No: 22-072 (WWAN04)
Bid Name: Refurbishment of Boiler # 33 for Wastewater Reclamation Facility (WRF)

Dear Mr. Kalmbach:

City Council has approved your bid as submitted for the above referenced project. The Notice of Award is hereby issued to your company to begin contract documents.

A Transmittal Summary is attached to help you organize all required submittals. Please follow all instructions as outlined on the summary and attached forms. **The completed submittals must be received in our office by 4:00 PM on October 25, 2022.**

Once all required documents are received from you and the contract is fully executed, you will receive a completed copy of the entire Contract Document with the Notice to Proceed. If you have any questions, please contact our office.

Sincerely,

A handwritten signature in blue ink that reads "Naomi Hedden". The signature is fluid and cursive, with a long horizontal stroke at the end.

Naomi C. Hedden
Director of Purchasing

NH/cg

TRANSMITTAL SUMMARY – PART 1	
MAY BE SUBMITTED BY EMAIL TO purchasing@pueblo.us	
Put a ✓ in the box on the left when the required item is complete. Please include this completed form with your required submittals.	
	Registration for Business License with City of Pueblo Sales Tax – Call 719-553-2659 Begin this process <i>immediately</i> upon receipt of this letter; the process can take 7-10 days Please email copy of receipt or forward email from Sales Tax showing current account status
	Complete Affirmative Action Plan – Please provide your company’s Affirmative Action Plan Sample is available at: https://www.pueblo.us/DocumentCenter/View/32206/Affirmative-Action-Policy-Sample?bidId=
	General Liability Insurance Certificate (for contractor and any subcontractors) 1. Description must contain: Bid 22-072 Refurbishment of Boiler # 33 for Wastewater Reclamation Facility (WRF) 2. Description must also contain: “The City of Pueblo, its agents, officers and employees are designated as additional insured.” 3. List Certificate Holder as: City of Pueblo, a Municipal Corporation, 230 S. Mechanic Street, Pueblo, CO 81003 Policy must meet requirements of Article 3, Section 3.22a
	Automobile Insurance Certificate (for contractor and any subcontractors) Policy must meet requirements of Article 3, Section 3.22b
	Worker’s Compensation Insurance Certificate (for contractor and any subcontractors) Policy must meet requirements of Article 3, Section 3.22c

TRANSMITTAL SUMMARY – PART 2	
ONLY ORIGINAL SIGNATURES WILL BE ACCEPTED – SUBMIT IN PERSON OR BY MAIL	
Put a ✓ in the box on the left when the required item is complete. Please include this completed form with your required submittals.	
	Contract Agreement (Article 1, E) Form enclosed (alternate form will <u>not</u> be accepted) - signature required. Contract can be entered in DocuSign for electronic signature upon request.
	Please include this section of the Transmittal Summary (Part 2) with your submittals

Notes:

1. Performance and Payment Bonds will not be required for this project because your bid was less than \$50,000.
2. Please contact the Project Manager, Ryan Maddaford, at rmaddaford@pueblo.us regarding the date of the pre-construction meeting and to review submittals that are due at the pre-construction meeting.

ARTICLE 1

D. NOTICE OF AWARD

October 12, 2022

GWP, Inc. dba Colorado Boiler
8044 W. 95th Way
Westminster, CO 80021

Ref: Bid No: 22-072 (WWAN04)
Bid Name: Refurbishment of Boiler # 33 for Wastewater Reclamation Facility (WRF)

The City of Pueblo hereby accepts your proposal submitted on September 13, 2022, for the construction of the referenced project. It appears that your proposal in the amount of \$43,514.66 for the Grand Total Bid, is fair, equitable, and in the best interest of the City.

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

Sincerely,



Naomi C. Hedden
Director of Purchasing

ARTICLE 1

E. CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 25th day of October, 2022, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and GWP, Inc. dba Colorado Boiler, a Colorado Corporation, hereinafter referred to in the Contract Documents as "Contractor".

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

Bid No: 22-072 (WWAN04)
Bid Name: Refurbishment of Boiler # 33 for Wastewater Reclamation Facility (WRF)

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

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

1. Construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Proposal Form of this Contract. This time shall be extended only for those periods set forth in the Contract Documents and in accordance with the requirements of same.
2. The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind.
3. The full compensation to be paid to the Contractor by the City, pursuant to the terms of this Contract, shall be payable as provided in the Contract Documents.
4. This Contract consists of the following components, parts, and documents, all of which taken together constitute and are referred to as the Contract Documents, and the same are incorporated as part of the Contract as if set out herein verbatim, whether the same have been attached hereto or not:

Mandatory Submittals
Article 1

- A. Advertisement for Bids
- B. Request for Quotations
- C. Bid Bond
- D. Notice of Award
- E. Contract (This Instrument)
- F. Performance Bond – Not required at this time
- G. Payment Bond – Not required at this time
- H. Notice to Proceed

Article 2
Article 2A-1
Article 3
Appendix A
Appendix B

Special Provisions
Labor Provisions
General Provisions

As-Built Equipment Specifications & Drawings (7 Pages)

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

5. Title XII, Chapter 2, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 3476, and amended by Ordinance No. 4476 and 5229, shall be considered a part of this contract.
6. Title I, Chapter 8, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 4479, shall be considered a part of the contract.
7. All the covenants and agreements set forth in the Contract Documents shall inure to the benefit of and be binding upon City and Contractor and their respective heirs, legal successors and assigns and shall be governed by the laws of the State of Colorado.
8. This Contract may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

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

GWP, INC. DBA COLORADO BOILER

By _____
Edward Kalmbach

Title _____
President

PUEBLO, A MUNICIPAL CORPORATION

By _____
Naomi Hedden, Director of Purchasing

ATTEST:

Marisa Stoller, City Clerk

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

Alexandria Romero, Director of Finance

APPROVED AS TO FORM:

Dan Kogovsek, City Attorney

AMENDMENT NO. 1 TO CONSTRUCTION CONTRACT

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of April 26, 2023, by and between the City of Pueblo, a Municipal Corporation ("City") and GWP, Inc. dba Colorado Boiler, a Colorado Corporation ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated October 25, 2022, for Bid 22-072 (WWAN04) Refurbishment of Boiler # 33 for Wastewater Reclamation Facility (WRF) (the "Construction Agreement"); and

WHEREAS, City and Contractor desire to amend the Construction Agreement subject to the terms and conditions set forth herein.

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

1. The Request for Quotation for additional work attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in the Request for Quotation. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment shall be July 3, 2023.

2. Except as expressly modified by this Amendment, the Construction Agreement shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the Construction 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 Construction Agreement as it existed prior to this Amendment.

3. This Amendment 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 caused this instrument to be executed the day and year first above written.

PUEBLO, A MUNICIPAL CORPORATION

By Naomi Hedden by DR
Naomi Hedden, Director of Purchasing

GWP, INC. dba COLORADO BOILER

By Edward Kalmbach
Edward Kalmbach, President

ATTEST:

By Marisa Stoller
Marisa Stoller, City Clerk



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

By Alexandra Romero
Alexandra Romero, Director of Finance

APPROVED AS TO FORM:

By Robert P. Jagger
Robert P. Jagger, City Attorney

EXHIBIT 1
REQUEST FOR QUOTATIONS

BID 22-072 (WWAM04) REFURBISHMENT OF BOILER # 33 FOR WASTEWATER RECLAMATION FACILITY (WRF)

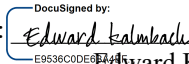
The undersigned hereby proposes to furnish all labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction in accordance with the plans and specifications as prepared by or for the City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

Additional Work Item	Quantity	Grand Total for Additional Work
- Cut out front sheet - Fabricate a new replacement tube sheet according to current NBIC Code - Install new sheet	Lump Sum	\$20,417.18

(Twenty Thousand Four Hundred Seventeen and 18/100-----Dollars)

The undersigned has examined the quantities shown against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. The City is not responsible for bidding errors resulting from Contractor’s failure to follow this requirement.

GWP, INC. dba COLORADO BOILER

By:  _____
Edward Kalmbach, President

Certificate Of Completion

Envelope Id: 09056F70747B4435936B1D249D0FC500

Status: Completed

Subject: Complete with DocuSign: 22-072 Amendment No 1 - GWP Inc dba Colorado Boiler - Refurbishment of ...

Source Envelope:

Document Pages: 2

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 0

Purchasing

AutoNav: Enabled

230 S Mechanic

Enveloped Stamping: Enabled

Pueblo, CO 81003

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

purchasing@pueblo.us

IP Address: 208.82.107.130

Record Tracking

Status: Original

Holder: Purchasing

Location: DocuSign

4/26/2023 7:57:14 AM

purchasing@pueblo.us

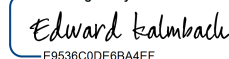
Signer Events**Signature****Timestamp**

Edward Kalmbach

colorado boiler@aol.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Viewed: 4/26/2023 10:00:30 AM

Signed: 4/26/2023 3:03:14 PM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 4/26/2023 10:00:30 AM

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Naomi Hedden by DR

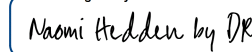
drivera@pueblo.us

Purchasing/Contract Coordinator

City of Pueblo

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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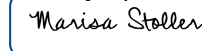
Marisa Stoller

mstoller@pueblo.us

City Clerk

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Electronic Record and Signature Disclosure:

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Alexandria Romero

aromero@pueblo.us

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signer Events	Signature	Timestamp
Robert Jagger rjagger@pueblo.us Security Level: Email, Account Authentication (None)	DocuSigned by:  502480BF6EFC4C8... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 4/26/2023 5:49:08 PM Viewed: 4/27/2023 6:20:47 AM Signed: 4/27/2023 6:21:05 AM

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Christina Garcia christinagarcia@pueblo.us City of Pueblo Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/27/2023 6:21:06 AM Viewed: 4/27/2023 7:26:53 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/26/2023 8:04:01 AM
Certified Delivered	Security Checked	4/27/2023 6:20:47 AM
Signing Complete	Security Checked	4/27/2023 6:21:05 AM
Completed	Security Checked	4/27/2023 6:21:06 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 24, 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 TRANSFERRING \$3,158.75 FROM PROJECT NO. LT2001 INTO PROJECT NO. LT1501 CITY PARK RENOVATIONS FOR ADDITIONAL EXPENSES ASSOCIATED WITH THE CITY PARK POOL PARKING LOT PROJECT

SUMMARY:

This Resolution authorizes the transfer of \$3,158.75 from Project No. LT2001 into Project No. LT1501 City Park Renovations for additional expenses associated with the City Park Pool Parking Lot Project.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

On January 9, 2023, City Council approved Resolution 15126 which awarded a construction contract in the amount of \$103,582.50 to Baha Construction, Inc. for Project No. 22-088 City Park Pool Parking Lot. It has been determined that the actual construction amount exceeded the contract amount by \$3,167.55. The current available balance in Project No. LT1501 City Park Renovations is \$8.80.

FINANCIAL IMPLICATIONS:

Not applicable to this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could elect not to allow the transfer and the contractor will not receive the additional payment to cover the excess project expenses already completed.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15313

A RESOLUTION TRANSFERRING \$3,158.75 FROM PROJECT NO. LT2001 INTO PROJECT NO. LT1501 CITY PARK RENOVATIONS FOR ADDITIONAL EXPENSES ASSOCIATED WITH THE CITY PARK POOL PARKING LOT PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The transfer of funds in the amount of \$3,158.75 is hereby authorized from Project No. LT2001 into Project No. LT1501 City Park Renovations.

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: July 24, 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: July 24, 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-23-23) TO M3 REAL ESTATE, LLC., FOR THE PURPOSE OF INSTALLING A LANDSCAPE BUFFER IN THE AREA 10.5 FEET OF THE THORNBERRY LANE RIGHT-OF-WAY, NORTH OF LOT #4 BLOCK #4 OF THE SOUTH PRAIRIE SUBDIVISION 2ND FILING, AND 5.5 FEET OF THE BROADMOOR ROAD RIGHT-OF-WAY EAST OF THE AFOREMENTIONED LOT.

SUMMARY:

Attached is a draft Revocable Permit (REV-23-23) to be approved for issuance to M3 Real Estate, LLC.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant has submitted a Revocable Permit application (REV-23-23) for the purpose of installing a landscape buffer in the area 10.5 feet of the Thornberry Lane right-of-way, north of Lot #4, Block #4 of the South Prairie Subdivision 2nd Filing, and 5.5 feet of the Broadmoor Road right-of-way east of the aforementioned lot. The Pueblo Municipal Code allows property owners and developers to meet the minimum landscaping requirements of the zoning district by installing certain landscaping improvements within the right-of-way upon issuance of a revocable permit authorizing them to do so.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from installing the landscaping improvements in the right-of-way.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 23-23

RESOLUTION NO. 15314

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-23) TO M3 REAL ESTATE, LLC., FOR THE PURPOSE OF INSTALLING A LANDSCAPE BUFFER IN THE AREA 10.5 FEET OF THE THORNBERRY LANE RIGHT-OF-WAY, NORTH OF LOT #4 BLOCK #4 OF THE SOUTH PRAIRIE SUBDIVISION 2ND FILING, AND 5.5 FEET OF THE BROADMOOR ROAD RIGHT-OF-WAY EAST OF THE AFOREMENTIONED LOT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit is authorized to be issued to M3 Real Estate, LLC., for the purpose of installing a landscape buffer in the area 10.5 feet of the Thornberry Lane right-of-way, north of Lot #4, Block #4 of the South Prairie Subdivision 2nd Filing, and 5.5 feet of the Broadmoor Road right-of-way east of the aforementioned lot.

SECTION 2.

The use of the public right-of-way is hereby granted and 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 this Resolution to implement the policies and procedures described herein.

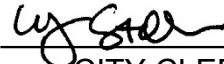
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 24, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

LANDSCAPING REVOCABLE PERMIT

(Section 17-4-7 Pueblo Municipal Code)

Pursuant to Section 16-9 of the Charter of the City of Pueblo ("City") the City Council of City hereby grants a revocable permit to the Permittee named herein for the sole purpose of installing and maintaining landscaping in the Permitted Area herein described, subject to and conditioned upon the provisions, covenants and conditions contained herein and Permittee's compliance therewith:

1. Permittee's name and address: **M3 Real Estate LLC 855 Broadview Place; Colorado Springs, CO 80904; 719-499-1945**
2. Legal description and street address of real property owned by Permittee subject to Section 17-4-7 of the Pueblo Municipal Code ("Permittee's Property"): **Lot 4, Block 4, South Prairie Subdivision 2nd Filing, and**
3. "Permitted Area" means and includes that portion of the public right-of-way adjacent to Permittee's Property shown on the attached Landscape Plan. **10.5' of the adjacent Thornberry Lane right-of-way, north of Lot 4 Block 4 of the South Prairie Subdivision 2nd Filing, and 5.5' of the adjacent Broadmoor Road right-of-way east of the aforementioned lot.**

In consideration of the issuance and granting of this Revocable Permit, Permittee represents, warrants and agrees as follows:

1. Permittee shall, prior to issuance of a Certificate of Occupancy for any structure on Lot 4, Block 4 of the Prairie Subdivision 2nd Filing, install landscaping on Permittee's Property and in the Permitted Area in compliance with the Section 17-4-7 of the Pueblo Municipal Code and as shown on the attached Landscape Plan.
2. Permittee shall keep, maintain and replace the landscaping as required by Section 17-4- 7(b)(8)(b) of the Pueblo Municipal Code or any substituted provision thereof.
3. This Revocable Permit shall automatically terminate and be revoked upon the revocation or termination of this Revocable Permit by Resolution of the City Council of City. Permittee acknowledges and agrees that this Revocable Permit is temporary and subject to revocation or termination by the City Council of City for any reason, at any time, without notice to or hearing by Permittee, and Permittee waives any and all claim to any such notice and hearing.
4. **Immediately upon termination of this Revocable Permit, Permittee shall**
 - (a) remove the landscaping from the Permitted Area and no longer use the Permitted Area for any purpose;**
 - (b) replace and relocate landscaping on Permittee's Property which meets and complies with Section 17-4-7 of the Pueblo Municipal Code or any substituted provision thereof; and**
 - (c) meet and comply with all applicable off-street parking requirements set forth in Sections 17-4-42, 17-4-43, 17-4-44 and 17-4-45 of the Pueblo Municipal Code on Permittee's Property or other property allowed under said Sections of the Pueblo Municipal Code or any substituted provision thereof.**
5. If Permittee fails for any reason to timely perform and comply with the requirements and provisions of this Revocable Permit, City, in addition to all other remedies provided by law, may revoke the certificate of occupancy for the building on Permittee's Property.
6. The covenants of this Revocable Permit shall run with Permittee's Property and shall extend to, be binding upon, and inure to the benefit of City and Permittee and their respective heirs, personal representatives, successors and assigns. This Revocable Permit will be recorded in the office of the Pueblo County Clerk and Recorder. The Permittee shall pay all fees associated with recording.
7. 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 Revocable Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the landscaping in the Permitted Area, or the use of the Permitted Area by Permittee, its officers, agents, employees, invitees or general public.

Executed at Pueblo, Colorado the 7th day of July, 2023.

PERMITTEE:

Organization or
Individual:

By:

Title:

M3 Real Estate LLC
Michael Trapp
Member

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 7th day of July, 2023 by
Michael K. Trapp as Member

My commission expires: 3-27-2025

Allison Jean Cooper

ALLISON JEAN COOPER Notary Public State of Colorado Notary ID # 20094009786 My Commission Expires 03-27-2025
--

Notary Public

APPROVED this _____ day of _____, 20____.
PUEBLO, a Municipal Corporation



By _____

Nicholas A. Gradisar, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 24, 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 REVOCABLE PERMIT (REV-23-27) TO THE CITY OF PUEBLO POLICE DEPARTMENT FOR THE TEMPORARY USE OF THE PUBLIC RIGHT-OF-WAY ON ALAN HAMEL AVENUE BETWEEN MAIN STREET AND SOUTH SANTA FE AVENUE AUGUST 04, 2023, THROUGH AUGUST 05, 2023, FOR THE PURPOSE OF THEIR ANNUAL NEIGHBORHOOD SAFETY NIGHT

SUMMARY:

Attached is a draft Revocable Permit (REV-23-27) submitted by the City of Pueblo Police Department.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo Police Department has submitted a Revocable Permit application requesting to close the public right-of-way on Alan Hamel Avenue between Main Street and South Santa Fe Avenue from August 04, 2023, through August 05, 2023, for the purpose of their annual Neighborhood Safety Night.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from utilizing the right-of-way to host its annual event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 23-27

RESOLUTION NO. 15315

A RESOLUTION AUTHORIZING THE ISSUANCE OF REVOCABLE PERMIT (REV-23-27) TO THE CITY OF PUEBLO POLICE DEPARTMENT FOR THE TEMPORARY USE OF THE PUBLIC RIGHT-OF-WAY ON ALAN HAMEL AVENUE BETWEEN MAIN STREET AND SOUTH SANTA FE AVENUE AUGUST 04, 2023, THROUGH AUGUST 05, 2023, FOR THE PURPOSE OF THEIR ANNUAL NEIGHBORHOOD SAFETY NIGHT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-23-27) is authorized to be issued to the City of Pueblo Police Department for the temporary use of the public right-of-way on Alan Hamel Avenue between Main Street and South Santa Fe Avenue from August 04, 2023, through August 05, 2023, for the purpose of their annual Neighborhood Safety Night.

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 (REV-23-27).

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.

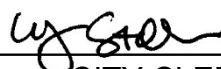
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 24, 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: **Pueblo Police Department 200 S. Main Street Pueblo, CO 81003 719-553-2502 1 City Hall Place Pueblo, CO 81003**
2. Permitted Area: **Alan Hamel Avenue between Main Street and South Santa Fe Avenue**
3. Purpose of Revocable Permit: **The Pueblo Police Department's Neighborhood Safety Night.**
4. Commencement Date: **August 4, 2023 Time: 8:00 P.M.**
5. Ending Date: **August 5, 2023 Time: 10:00 P.M.**

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

- (i) If to Permittee, at the address shown in paragraph 1 above.

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or nonuse by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Signed in Pueblo, Colorado this 11th day of July, 2023.

PERMITTEE:

Organization or
Individual:

By:

Title:

PUEBLO POLICE DEPARTMENT
ROGER SCHNEIDER
OFFICER

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 11th day of July, 2023 by
Roger Schneider as Permittee

My commission expires: 11/18/2025

[Signature]

Notary Public

APPROVED this _____ day of _____, 20____.
PUEBLO, a Municipal Corporation

By _____

Nicholas A. Gradisar, Mayor

DEANNA LEE SHAW
Notary Public
State of Colorado
Notary ID # 19934016108
My Commission Expires 11-18-2025



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 24, 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-23-28) TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG ORMAN AVENUE BETWEEN ARTHUR STREET AND MARILYN PLACE TO HOST ITS ANNUAL PANTHER FEST EVENT ON AUGUST 05, 2023.

SUMMARY:

This resolution approves the issuance of a Revocable Permit (REV-23-28) to Pueblo Community College.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo Community College has requested to close a segment of Orman Avenue between Marilyn Place and Arthur Street to vehicular traffic from 12:00 P.M. to 9:00 P.M. on Saturday, August 05, 2023, in support of their annual Panther Fest event.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from closing Orman Avenue to vehicular traffic for the Panther Fest event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT 23-28 - PCC PANTHER FEST EVENT

RESOLUTION NO. 15316

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-28) TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG ORMAN AVENUE BETWEEN ARTHUR STREET AND MARILYN PLACE TO HOST ITS ANNUAL PANTHER FEST EVENT ON AUGUST 05, 2023

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (Rev-23-28) is authorized to be issued to Pueblo Community College for use of the public right-of-way for their annual Panther Fest.

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.

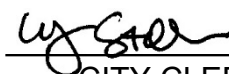
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 24, 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: **Pueblo Community College 900 West Orman Ave 719 549-3144 900 West Orman Ave**
2. Permitted Area: **Orman Avenue between Arthur Street and Marilyn Street**
3. Purpose of Revocable Permit: **Closure of the right-of-way to vehicular traffic for Panther Fest event**
4. Commencement Date: **August 5, 2023** Time: **12:00 p.m.**
5. Ending Date: **August 5, 2023** Time: **9:00 p.m.**

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

(i) If to Permittee, at the address shown in paragraph 1 above.

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or nonuse by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Signed in Pueblo, Colorado this 13th day of July, 2023.

PERMITTEE:

Organization or
Individual:

By:

Title:

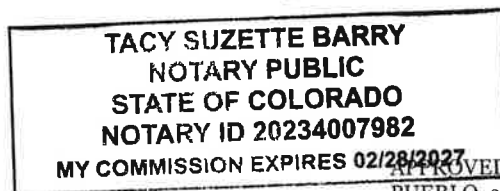
PUEBLO COMMUNITY COLLEGE
William Brown
CHIEF OF POLICE *WJB*

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 13th day of July, 2023 by
William Brown as Chief of Police

My commission expires: 02/28/2027



Tacy Suzette Barry
Notary Public

APPROVED this _____ day of _____, 20____.
PUEBLO, a Municipal Corporation

By _____

Nicholas A. Gradisar, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 24, 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-23-29) TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG ORMAN AVENUE BETWEEN ARTHUR STREET AND MARILYN PLACE TO HOST ITS ANNUAL WELCOME BACK TO CAMPUS EVENT ON MONDAY, AUGUST 21, 2023

SUMMARY:

This resolution approves the issuance of a Revocable Permit (REV-23-29) to Pueblo Community College.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo Community College has requested to close a segment of Orman Avenue between Marilyn Place and Arthur Street to vehicular traffic from 6:00 A.M. to 5:00 P.M. on Monday, August 21, 2023 in support of their annual Welcome Back to Campus event.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from closing Orman Avenue to vehicular traffic for the Welcome Back event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT 23-29 - PCC WELCOME BACK CELEBRATION

RESOLUTION NO. 15317

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-29) TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG ORMAN AVENUE BETWEEN ARTHUR STREET AND MARILYN PLACE TO HOST ITS ANNUAL WELCOME BACK TO CAMPUS EVENT ON MONDAY, AUGUST 21, 2023

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (Rev-23-29) is authorized to be issued to Pueblo Community College for use of the public right-of-way for their annual Welcome Back event on Monday, August 21, 2023.

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 (REV-23-29).

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: July 24, 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: **Pueblo Community College 900 West Orman Ave 719 549-3144 900 West Orman Ave**
2. Permitted Area: **Orman Avenue between Arthur Street and Marilyn Place**
3. Purpose of Revocable Permit: **Closure of right-of-way to vehicular traffic for PCC's annual Welcome Back Celebration**
4. Commencement Date: **August 21, 2023** Time: **6am**
5. Ending Date: **August 21, 2023** Time: **5pm**

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 13th day of July, 2023.

PERMITTEE:

Organization or

Individual:

By:

Title:

PUEBLO COMMUNITY COLLEGE
William Brown
CHIEF OF POLICE

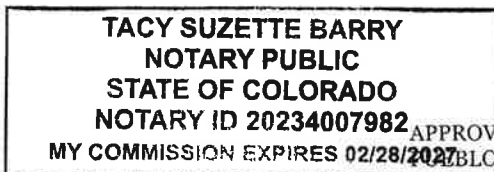
STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 13th day of July, 2023 by William Brown as Chief of Police.

My commission expires: 02/28/2027.

Tacy Suzette Barry
Notary Public



APPROVED this _____ day of _____, 20____.
_____, a Municipal Corporation

By _____

Nicholas A. Gradisar, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 24, 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 CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$46,802 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 23-088, CONCRETE IMPROVEMENTS - NORTHERN AVENUE PHASE 2, SETTING FORTH \$15,000 FOR CONTINGENCIES ON THE ADDITIONAL WORK AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards Contract Amendment No. 1 in the amount of \$46,802 to Cedar Ridge Landscape, Inc., for Project No. 23-088 Concrete Improvements - Northern Avenue Phase 2, and setting forth \$15,000 for contingencies on the additional work.

PREVIOUS COUNCIL ACTION:

Resolution 15277, dated June 26, 2023, awarded a Construction Contract to Cedar Ridge Landscape, Inc., for Project No. 23-088 Concrete Improvements - Northern Avenue Phase 2.

BACKGROUND:

The original project, awarded to Cedar Ridge Landscape, Inc., consisted of concrete sidewalk and curb ramp improvements along Northern Avenue. The awarded bid alternate includes the work necessary to repair the planters at three locations along the south side of Northern Avenue, which includes removing honey locust trees, existing curb and gutter, asphalt roadway, concrete curb head, installing new curb and gutter, asphalt roadway, sidewalk, and 7-inch x 7-inch curb head. Additional work to install landscaping in the new planters is necessary to complete the project. The cost of the additional work exceeds the threshold for administrative approval of a change order and a contract amendment will be required to award and complete the additional work.

This Resolution approves an amendment to increase the contract award amount and the contingency allocation on the contract previously awarded to Cedar Ridge

Landscape, Inc.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$61,802 will be paid from account Project No. CI2113, ARPA Streetscape - Northern Avenue - Orman Avenue to Elm Street.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution would cancel the additional work for landscaping.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-088 Amendment No 1 - Concrete Improvements-Northern Avenue Phase 2
2. Resolution15277

RESOLUTION NO. 15318

A RESOLUTION AWARDING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$46,802 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 23-088, CONCRETE IMPROVEMENTS - NORTHERN AVENUE PHASE 2, SETTING FORTH \$15,000 FOR CONTINGENCIES ON THE ADDITIONAL WORK AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to Cedar Ridge Landscape, Inc., under Contract Number 23-088; and

WHEREAS, additional work is requested to install landscaping in the planters on Northern Avenue; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

This Contract Amendment No. 1 to the Construction Contract for Concrete Improvements - Northern Avenue Phase 2 with Cedar Ridge Landscape, Inc., Project No. 23-088, a project in the amount of \$46,802 is for landscaping in the Northern Avenue planters.

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.....\$15,000

SECTION 4.

Funds for Project 23-088 shall be from account Project No. CI2113, ARPA Funds Streetscape - Northern Avenue - Orman Avenue to Elm Street.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 24, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

**AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT**

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of July 25, 2023, by and between the City of Pueblo, a Municipal Corporation ("City") and Cedar Ridge Landscape, a Colorado Corporation ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated July 12, 2023, for Bid 23-088 (CI2309) Concrete Improvements – Northern Avenue Phase 2 (the "Construction Agreement"); and

WHEREAS, City and Contractor desire to amend the Construction Agreement subject to the terms and conditions set forth herein.

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

1. The Request for Quotation for additional work attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in the Request for Quotation. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment, including, but not limited to, furnishing Performance and Payment Bonds in compliance with Section 5.20 of the Invitation for Bid. The Performance and Payment Bonds shall be in the total amount of \$311,744.00, which amount includes the original contract amount of \$264,942.00 and the additional contract amount of \$46,802.00 contemplated by the additional work to be performed under this Amendment. The time for substantial completion of all work under this Amendment shall be August 21, 2023.

2. Except as expressly modified by this Amendment, the Construction Agreement shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the Construction 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 Construction Agreement as it existed prior to this Amendment.

3. This Amendment 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 caused this instrument to be executed the day and year first above written.

PUEBLO, A MUNICIPAL CORPORATION

Cedar Ridge Landscape, Inc.

By _____
Naomi Hedden, Director of Purchasing

By _____
Robert Montoya, President

ATTEST:

Marisa Stoller, City Clerk

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

Alexandria Romero, Director of Finance

APPROVED AS TO FORM:

Robert P. Jagger, City Attorney

EXHIBIT 1
REQUEST FOR QUOTATIONS

BID 23-088 (CI2309) CONCRETE IMPROVEMENTS – NORTHERN AVENUE PHASE 2

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

Additional Work Item	Quantity	Grand Total for Additional Work
• Additional Improvements as Detailed in the Attached Scope of Work	Lump Sum	\$ <u>46,802.00</u>

(Forty-six thousand eight hundred two dollars and zero cents Dollars)

The undersigned has examined the quantities shown against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. The City is not responsible for bidding errors resulting from Contractor's failure to follow this requirement.

Cedar Ridge Landscape, Inc.

By: _____

Robert Montoya, President

ADDITIONAL IMPROVEMENTS – NORTHERN AVENUE SCOPE OF WORK

1. General Description

In general, the additional improvements for Northern Avenue will include refurbishing 37 planters, removing and replacing 20 trees, and the removal and replacement of 41 irrigation drip lines and 1 control valve. Locations are included in the attached exhibits. **Work must be substantially complete by August 21, 2023.**

2. Planters

- Remove existing irrigation drip lines and install new.
 - ¾ - inch poly with 1 gallon per hour emitters
 - Install 1 per plant and 4 per tree
- Remove and replace control valve (# 41 on attached exhibit)
 - 2" PEB control valve with pressure reducer for drip line and battery powered DC controller
- Remove top layer of breeze and soil to 10", except where tree roots prevent excavation to that depth. Tree roots should be kept intact wherever possible.
- Add 6" of new topsoil.
- Install 148 perennial groundcover plants.
 - Qty. 50 - Creeping Phlox – *Phlox stolonifera* (available in blue, pink, and purple varieties)
 - Qty. 50 - Rock Soapwort – *Saponaria ocymoides*
 - Qty. 48 - Big Leaf Vinca/Variegated Periwinkle – *Vinca major variegata*
 - 1 gallon size pots preferred; other sizes may be used based on availability
 - Typical planter layout included in attached exhibits; actual placement to be determined by City of Pueblo Parks and Recreation Department personnel in the field.
- Install 125 reblooming daylily bulbs – *Hemerocallis* species.
 - Install during recommended fall planting season
 - Qty. 65 – *Hemerocallis* 'Stella d'Oro'
 - Qty. 60 – *Hemerocallis* 'Pardon Me'
 - Typical planter layout included in attached exhibits; actual placement to be determined by City of Pueblo Parks and Recreation Department personnel in the field.
- Cover with 3" of wood mulch, with finish grade 1" below concrete.

3. Trees

- Remove existing trees and stumps and install new 2" caliper trees as detailed below.

Tree #	New Tree – 2" Caliper
1 and 2 (Located in Planter 1)	Pear
3	Linden
4	Kentucky Coffee
5	Linden
6 and 7 (Located in Planter 3)	Pear
8	Pear
9	Linden
10	Linden
11	Burr Oak
12	Pear
13	Linden
14	Burr Oak
15	Kentucky Coffee
16	Pear
17	Linden
18 (Located in Planter 36)	Kentucky Coffee
19	Pear
20 (Located in Planter 37)	Linden

4. Warranty and Maintenance

- **Plant Guarantee and Replacement:**
 - For a period of two years from date of acceptance, and at no additional cost to the Owner, replace any plants that are dead or that are, in opinion of Owner, in unhealthy or unsightly condition, or that have lost their natural shape due to dead branches or excessive pruning of dead branches.
 - Inadequate or improper maintenance by Owner shall not be cause for replacement provided Contractor shall have submitted throughout guarantee period a monthly letter of report to Owner on improper or inadequate maintenance practices and observations.

- If permanent changes in maintenance schedule are desired by Owner, written approval of changes must be obtained by Owner from Contractor.
- Execute replacement plantings within ten (10) days of notice to replace such plants.
- Plants and other materials damaged for any reason, other than negligence by Owner or his employees, prior to Final Completion acceptance are the responsibility of the Contractor.
- Replace plants with kind and size in accordance with original specifications at no cost to Owner. Fully restore areas damaged by replacement operations to their original condition.
- **Maintenance**
 - General: Maintain trees, shrubs and ground cover in a healthy vigorous state until final acceptance of entire project. Provide all supervision, labor, material, equipment and transportation required to maintain plants under this section.
 - Materials: Conform to specifications or otherwise be acceptable to Owner.
 - Replacement: Replace and replant plants damaged by Contractor's operations and negligence as detailed above.
 - Watering: Water deeply (8-10") when soil moisture is below optimum level for best plant growth. Water woody plants in any winter month that snow or rain does not provide at least 1" of precipitation.
- **Wrapping:** After all trees have been inspected and accepted by Owner, wrap deciduous tree trunks with standard nursery crepe wrap material from ground level to first limb after pruning. Tape securely at top and bottom. Remove wrapping for spring and summer and replace it in the fall.
- **Staking and Guying:** Inspect at least two (2) times per year (spring and fall) and assure conformance with the following:
 - Webbing strap in good condition.
 - Trunks and branches not girdled by webbing strap.
 - Guy wires secure but not taut.
 - Stakes secure.
 - Trees plumb.
- **Pruning:** Prune only damaged or dead branches in accordance with specifications in this section.
- **Mulching:** Supplement mulch around trees as necessary.

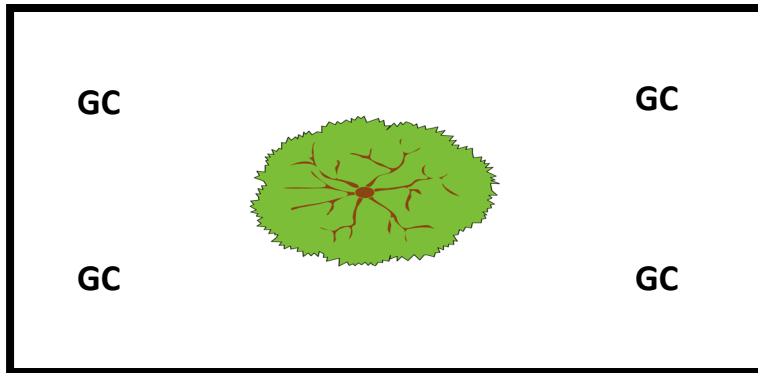
- **Weed Control:** As required, using selective herbicides approved by Owner.
- **Insect and Disease Control:** As required, using insecticides and fungicides approved by Owner.

EXHIBIT A—PLANTERS

Planter #	Dimensions
1-4 8-9 12-16 18-23 26 30 36-37	5' x 21'
5 31 34	5' x 14'
6-7 11 24-25 28-29 32-33	5' x 9'
10	5' x 5'
17	3' x 21'
27 35	5' x 7'

Typical Planter Layout for planters 5' x 9' or smaller

GC = Ground Cover



Typical Planter Layout for planters 5' x 14' or larger

GC = Ground Cover; B = Bulbs

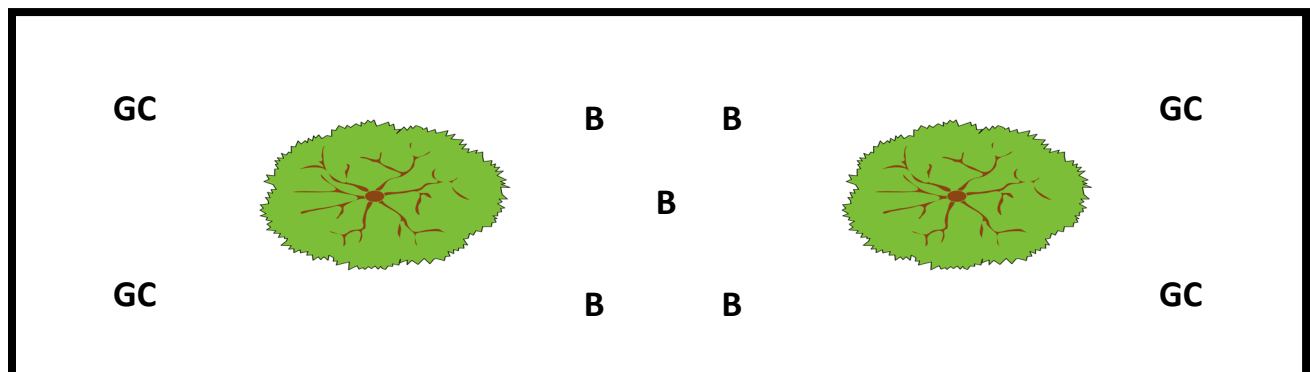


EXHIBIT B

E ORMAN AVE

CEDAR ST

PINE ST

SPRUCE ST

E ROUNT AV

E EVANS AVE

ELM ST

W NORTHERN AVE

Northern Ave

E ABRIENDO AVE

97 MCCULLEY AVE OFFR SB

● Bessemer_trees

● Bessemer_planters



EXHIBIT C

▲ Bessemer_Valves





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 26, 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 \$264,942.00 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 23-088, CONCRETE IMPROVEMENTS - NORTHERN AVENUE PHASE 2, SETTING FORTH \$39,741 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Cedar Ridge Landscape Inc., for Project No. 23-088, Concrete Improvements - Northern Avenue Phase 2.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of concrete sidewalk and curb ramp improvements along Northern Avenue. The awarded bid alternate includes the work necessary to repair the planters at three locations along the south side of Northern Avenue, which includes removing honey locust trees, existing curb and gutter, asphalt roadway, concrete curb head, installing new curb and gutter, asphalt roadway, sidewalk, and 7-inch x 7-inch curb head.

This Resolution awards the construction contract to Cedar Ridge Landscape, Inc.

FINANCIAL IMPLICATIONS:

The concrete portion of the contract, in the amount of \$244,991.00, plus \$36,749.00 in contingencies, will be paid from account Project CI2309, Road & Street Repairs.

The streetscape portion of the contract, in the amount of \$19,951.00, plus \$2,992.00 in contingencies, will be paid from account Project CI2113, ARPA Streetscape - Northern - Orman to Elm.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-088 Bid Summary

RESOLUTION NO. 15277

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$264,942.00 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 23-088, CONCRETE IMPROVEMENTS - NORTHERN AVENUE PHASE 2, SETTING FORTH \$39,741 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-088, Concrete Improvements - Northern Avenue Phase 2 have been received and examined; and,

WHEREAS, the proposal of Cedar Ridge Landscape, Inc., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-088, Concrete Improvements - Northern Avenue Phase 2 to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-088, Concrete Improvements - Northern Avenue Phase 2 to be performed, and the contract for said project is hereby awarded to Cedar Ridge Landscape, Inc., in the amount of \$264,942.00.

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.....\$39,741.00

SECTION 4.

Funds for the concrete portion of the construction contract, in the amount of \$244,991.00 plus \$36,749.00 in contingencies, shall be from account Project CI2309 Road & Street Repairs.

SECTION 5.

Funds for the streetscape portion of the construction contract, in the amount of \$19,951.00, plus \$2,992.00 in contingencies, shall be paid from account Project CI2113, ARPA Funds Streetscape - Northern - Orman to Elm.

SECTION 6.

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

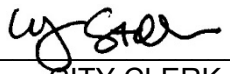
SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 26, 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: July 24, 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. 15274 TO CORRECT THE ASSIGNED 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.

City Council approved Resolution No. 15274 on June 12, 2023, which amended Sections 4 and 5 of Resolution No. 15242 to change the funding accounts to which project costs would be charged.

BACKGROUND:

While the amendment approved under Resolution 15274 corrected the allocation of funds from project account CI2009 - ADA Ramps - Citywide, the remaining funds should have been updated to come from Project No. CD1809 - ADA Improvements.

This resolution will amend the project account information to reflect the correct project number and title.

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 Project No. CD1809, 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. 15319

A RESOLUTION TO AMEND RESOLUTION NO. 15274 TO CORRECT THE ASSIGNED 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; and

WHEREAS, City Council approved Resolution No. 15274 on June 12, 2023, amending Section 4 and Section 5 of Resolution No. 15242 to correct the allocation of funding between two project accounts; and

WHEREAS, Resolution 15274 incorrectly listed the wrong funding project account number and title which requires correction; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Section 5 of Resolution No. 15242 (as subsequently amended by Resolution No. 15274) 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. CD1809, ADA Improvements.

SECTION 2.

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 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 24, 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: July 24, 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 ALEXIS ELLIS TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2025 ON THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS

SUMMARY:

This Resolution confirms the appointment by the Mayor of Alexis Ellis to serve a three-year term expiring December 31, 2025 on the Community Commission on Housing and Homelessness (CCHH).

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the Community Commission on Housing and Homelessness 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 Susan Anderson and the resignation of Miriam Neff, there are two spots available on the CCHH.

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. 15320

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF ALEXIS ELLIS TO SERVE A THREE-YEAR TERM
EXPIRING DECEMBER 31, 2025 ON THE COMMUNITY
COMMISSION ON HOUSING AND HOMELESSNESS

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Alexis Ellis to serve a three-year term expiring December 31, 2025 on the Community Commission on Housing and Homelessness; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Alexis Ellis to the Community Commission on Housing and Homelessness to complete a three-year term expiring December 31, 2025 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.

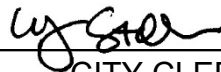
SECTION 3.

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

INTRODUCED: July 24, 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: July 24, 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 SETH ROCCO TO COMPLETE A THREE-YEAR TERM EXPIRING
NOVEMBER 1, 2025 ON THE STREETScape ADVISORY
COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Seth Rocco to complete a three-year term expiring November 1, 2025 on the Streetscape Advisory Committee.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the Streetscape 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 Cici Sparkman, there is one spot available to complete a term on the Streetscape 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. 15321

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF SETH ROCCO TO COMPLETE A THREE-YEAR
TERM EXPIRING NOVEMBER 1, 2025 ON THE STREETSCAPE
ADVISORY COMMITTEE

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council
of his appointment of Seth Rocco to the Streetscape Advisory Committee; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Seth Rocco to the Streetscape Advisory Committee to
complete a three-year term expiring November 1, 2025 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.

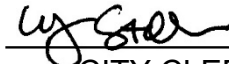
SECTION 3.

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

INTRODUCED: July 24, 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: July 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE (1) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND FOMCORE, A MICHIGAN LIMITED LIABILITY COMPANY, RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT AND (2) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A REAL PROPERTY CONVEYANCE AGREEMENT AND RELATED QUITCLAIM DEED BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A PARCEL OF IMPROVED LAND LOCATED IN THE PUEBLO MINNEQUA INDUSTRIAL PARK AND (3) TRANSFERRING SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (\$6,500,000) FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR THE PURPOSE OF SAID CONVEYANCE AGREEMENT AND (4) TRANSFERRING ONE MILLION SEVEN HUNDRED AND FORTY THOUSAND DOLLARS (\$1,740,000) FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR THE PURPOSE OF THE CITY OF PUEBLO'S COMPLIANCE WITH SAID EMPLOYMENT AGREEMENT

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign the following agreements:

- Employment Agreement between the City of Pueblo and Fomcorp LLC, a Michigan limited liability company ("Fomcorp");
- Real Property Conveyance Agreement between the City of Pueblo and the Pueblo Development Foundation ("PDF") for the transfer of 200 Greenhorn

- Dr, Pueblo, CO 81003 to PDF to be leased by PDF to Fomcorp;
- Special Warranty Deed transferring 200 Greenhorn Dr., Pueblo, CO 81003 to PDF

PREVIOUS COUNCIL ACTION:

Ordinance No. 9712 (June 8, 2020) approved an agreement wherein the facility located at 200 Greenhorn Dr., Pueblo, CO 81008 was previously constructed by PDF as a shell building and transferred to the City of Pueblo following construction.

BACKGROUND:

Fomcorp is a Michigan company specializing in the manufacturing of foam furniture for educational and healthcare facilities. Fomcorp has a need to open a 2nd manufacturing facility in the United States regionally located to serve the western portion of the United States. Fomcorp plans to lease the facility located at 200 Greenhorn Dr., Pueblo, CO 81004. Fomcorp plans to employee a minimum of 87 full time employees for not less than thirty-five (35) hours per week with an average annual salary for full-time employees of not less than \$41,000 plus benefits. Fomcorp will receive a rent abatement in an amount not to exceed One Million Seven Hundred Forty Thousand Dollars (\$1,740,000).

The facility located at 200 Greenhorn Dr., Pueblo, CO 81008 was previously constructed by PDF as a shell building. The facility was transferred to the City of Pueblo following construction. In order to lease the facility, certain improvements need to be completed. It is estimated that an addition \$6.5 Million dollars is necessary to complete the improvements. This is in addition to the previously allocated dollars for the construction of the building.

With respect to such construction and related Real Property Conveyance Agreement with Pueblo Development Foundation ("PDF"), PDF was formed in 1964 as a Colorado nonprofit corporation to promote economic development within the City of Pueblo and the areas surrounding the City. For more than fifty years, PDF has helped start up businesses and assisted existing businesses in relocating to Pueblo County and thereby has acquired expertise in economic development.

Section 14-4-85.5 of the Pueblo Municipal Code ("Criteria Ordinance") provides that the City Council may authorize the expenditure of monies from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund ("Half-Cent Tax Fund") for the acquisition of land and construction of so-called shell buildings or the acquisition, remodeling and renovation of existing buildings for the purpose of making such buildings available for applicants or potential applicants who meet the standards and criteria of this Chapter.

FINANCIAL IMPLICATIONS:

With respect to the Real Property Conveyance Agreement, the City has agreed to transfer up to \$6.5 million dollars from the Half-Cent Tax Fund to PDF for the construction improvements needed for the purpose of making the building available and in order to lease to Fomcorp

based upon plans and specifications already prepared by Nakai & Associates for the work contemplated by this Agreement.

With respect to the Employment Agreement, City funds will be made available out of the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund for rent abatements to Fomcorp as follows:

Dates	Location	Maximum Abatement of Rents
March 1, 2024 to June 30, 2024	200 Greenhorn Dr.	No rent
July 1, 2024 to March 31, 2031	200 Greenhorn Dr.	\$ 1,740,000
Total		\$ 1,740,000

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, Fomcorp will not locate its new facility to Pueblo, CO.

RECOMMENDATION:

The Pueblo Economic Development Corporation recommends approval of this Ordinance.

ATTACHMENTS:

1. Conveyance Agreement between City and PDF
2. Lease between Fomcorp and PDF
3. PDF Deed of Trust -200 Greenhorn Dr
4. Special Warranty Deed - City to PDF 200 Greenhorn

ORDINANCE NO.

AN ORDINANCE (1) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND FOMCORE, A MICHIGAN LIMITED LIABILITY COMPANY, RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT AND (2) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A REAL PROPERTY CONVEYANCE AGREEMENT AND RELATED QUITCLAIM DEED BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A PARCEL OF IMPROVED LAND LOCATED IN THE PUEBLO MINNEQUA INDUSTRIAL PARK AND (3) TRANSFERRING SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (\$6,500,000) FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR THE PURPOSE OF SAID CONVEYANCE AGREEMENT AND (4) TRANSFERRING ONE MILLION SEVEN HUNDRED AND FORTY THOUSAND DOLLARS (\$1,740,000) FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR THE PURPOSE OF THE CITY OF PUEBLO'S COMPLIANCE WITH SAID EMPLOYMENT AGREEMENT

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

SECTION 1.

The City Council finds and determines that (1) the expenditure of up \$6,500,000 improvements of the building located at 200 Minnequa Dr., Pueblo, for the job creating capital improvement project by the Pueblo Development Foundation, a Colorado nonprofit corporation ("PDF") described in the attached Real Property Conveyance Agreement, meets and complies with the criteria and standards established by Section 14-4-85.5 of the Pueblo Municipal Code and will create employment opportunities justifying the expenditure of public funds; and (2) the expenditure of \$1,740,000 for a job creating capital improvement project with Fomcorp LLC a Michigan limited liability company ("Fomcorp") described in the attached Employment Agreement is for a public purpose and in furtherance of a municipal function and will create employment opportunities justifying the expenditure of public funds. The City Council further finds the incentives granted to the Formcorp hereby meet the standards established by Section 14-4-85 of the Pueblo Municipal Code.

SECTION 2.

The following agreements, all dated August 14, 2023, copies of which are attached hereto and are incorporated herein by this reference, having been approved as to form by the City Attorney, are hereby approved:

- Employment Agreement between the City of Pueblo and Fomrcorp;
- Real Property Conveyance Agreement between the City of Pueblo and the Pueblo Development Foundation ("PDF") and with respect to the transfer of 200 Minnequa Dr, Pueblo, CO 81003 to PDF to be leased by PDF to Fomcorp;

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

City Clerk is authorized to fix the seal of the City thereto and attest same. The Mayor is further authorized to execute and deliver a Special Warranty Deed and related documents at closing, transferring 200 Minnequa Dr, Pueblo, CO 81003 to PDF.

SECTION 3.

Funds in the aggregate amount of \$6,500,000 are hereby authorized to be transferred, expended and made available out of the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund for the sole purpose of the job creating capital improvement project authorized herein and in the manner described in the attached Real Property Conveyance Agreement. The funds hereby authorized to be transferred and expended shall be released, disbursed and paid by the City's Director of Finance as specified in the attached Real Property Conveyance Agreement.

SECTION 4.

Funds in the aggregate amount of \$1,740,000 are hereby authorized to be transferred, expended and made available out of the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund for the sole purpose of the job creating capital improvement project authorized herein and in the manner described in the attached Employment Agreement. The funds hereby authorized to be transferred and expended shall be released, disbursed and paid by the City's Director of Finance as specified in the attached Employment Agreement.

SECTION 5.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached agreements which are necessary or appropriate 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

REAL PROPERTY CONVEYANCE AGREEMENT
(200 GREENHORN DRIVE, PUEBLO, CO 81004)

THIS REAL PROPERTY CONVEYANCE AGREEMENT ("Agreement") is entered into this 14th day of August, 2023 ("Effective Date") by and between the City of Pueblo, a Colorado municipal corporation ("City") and the Pueblo Development Foundation, a Colorado nonprofit corporation ("PDF"). City and PDF are sometimes referred to herein as a "Party" and collectively, as the "Parties. WITNESSETH:

WHEREAS, the City owns Lot 1, Minnequa Industrial Park, Fifth Filing, County of Pueblo, State of Colorado located at 200 Greenhorn Drive in Pueblo County, Colorado. The land is improved with an approximately 45,000 square foot shell building with approximately 40,500 square feet allocated to manufacturing/warehouse space, and approximately 4,500 square feet allocated for office space on approximately 4.50 acres of land. The land and improvements are collectively referred to herein as the "Property"; and

WHEREAS, PDF had previously acquired the land and constructed the shell building improvements thereon for economic development purposes pursuant to an agreement with the City. At the conclusion of the construction improvements in March 2022, PDF conveyed the Property to the City; and

WHEREAS, the FomCore, LLC., a Michigan Limited Liability Company ("Company"), desires to enter into a lease agreement for the Property, but the shell building must first be made suitable for occupancy through the construction and installation of certain improvements, including a concrete floor, electrical, gas, and water utilities, loading docks and certain interior finishes, and the like; and

WHEREAS, the City desires to have PDF commence and complete the further construction needed to make the shell building suitable for occupancy and thereafter to manage the lease transaction with the Company; and

WHEREAS, Section 14-4-85.5 of the Pueblo Municipal Code ("Criteria Ordinance") provides that the City Council may authorize the expenditure of monies from the 1992-2026 Sales and Use Tax Capital improvement Projects Fund ("Half Cent Tax Fund") for the acquisition of land and construction of buildings and infrastructure improvements within the Minnequa Industrial Park; and

WHEREAS, by entering into this agreement with PDF, the City will create employment opportunities justifying the expenditure of public funds; and

WHEREAS, in order to facilitate the further construction and management of the Property, the City is willing to convey title to the Property to PDF upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the mutual covenants, terms, and conditions set forth herein, City and PDF agree as follows:

1. City hereby encumbers and appropriates monies from the Half Cent Tax Fund in the amount of up to six million five hundred thousand dollars (\$6,500,000.00) (the "City Funds") for use and expenditure by PDF for the additional construction of improvements to the shell

building on the Property as herein set forth, subject to and contingent upon all of the terms, conditions, and covenants of this Agreement PDF agree to perform and comply with.

2. PDF shall use the plans and specifications prepared by Nakai & Associates for the construction of the additional improvements to the Property. Said plans and specifications shall be filed with the City, and work shall not be performed until and unless the same are approved by the City, which approval shall not be unreasonably withheld.

3. All construction contracts for the work contemplated by the approved plans and specifications ("Construction Contracts") shall be awarded by competitive bidding. PDF shall invite general contractors holding Building Contractors-A (General Unlimited) licenses having their principal place of business in the City or County of Pueblo who are qualified and experienced to perform construction work for the Project ("Local Contractors") to submit bids. PDF may invite other qualified general contractors with their principal place of business outside of Pueblo County, Colorado to submit bids. PDF shall assure that the same scope of work to be bid is timely furnished to each general contractor invited to bid. PDF will use its best efforts in good faith to award the construction contract to the lowest qualified bidder. A similar provision with respect to local subcontractors and suppliers shall govern their engagement by PDF and/or the General Contractor, both of whom shall use their best efforts in good faith to engage local subcontractors and suppliers for such construction. After ranking the bids received, PDF shall enter into one or more Construction Contracts for the work and cause the construction to be expeditiously completed, and PDF shall timely pay all contractors for work upon the Project. PDF shall not allow nor suffer any mechanics liens to be filed upon the Project and in the event any such liens are filed, shall cause the same to be promptly removed.

4. City funds will be disbursed by City to PDF solely for the costs and expenses of design and construction, including expenses incurred by PDF on the project contemplated by this agreement prior to the execution of this agreement, if any, and all of which are in accordance with the plans and specifications prepared by Nakai & Associates. PDF will be paid a fee of five percent (5.00%) of the total construction expenditures. In the event the costs in the design and construction exceeds the amount specified in Section 1, such costs shall promptly be paid by PDF and not by City. Upon the completion of the construction project, any unspent City funds remaining as of that date shall revert to the Half Cent Tax Fund.

5. PDF represents and warrants that no person, entity, or organization has been employed or retained or will receive or be paid, directly or indirectly, any commission, percentage, contingent fee or any other remuneration, payment, or receipt of which is contingent upon approval of this Agreement or City's advancement of City Funds to PDF hereunder unless specified in this Agreement. For breach or violation of this warranty, City shall have the right to terminate this Agreement, or recover the full amount of such commission, percentage, contingent fee or other remuneration, and/or to seek such other remedies legally available to City, which remedies shall be cumulative.

6. Upon the approval and execution of this Agreement by both parties and subject to and conditioned upon (a) the execution of an employment agreement by and between Company and City; and (b) the execution and delivery by PDF of a lease agreement ("Lease") for the Property with the Company in form and content acceptable to the City Attorney and as contemplated by the employment agreement (herein (a) and (b) shall be referenced as the "Condition Precedents", City will execute and deliver to PDF a Special Warranty Deed, conveying title to the Property to PDF. No City funds shall be dispersed to PDF under this Agreement until satisfaction of the Condition Precedents.

7. All rent and other payments received by PDF under the Lease shall be held in trust by PDF for the benefit of the City and, immediately after receipt thereof by PDF, PDF shall deliver and pay the rent to the City. PDF may charge Company, but not City, a quarterly management fee in an amount equal to five percent (5.00%) of the quarterly rent due to be retained by PDF as reimbursement to PDF for its expenses incurred in participating in the lease transaction as Lessor.

8. PDF shall not sell, encumber, or otherwise transfer the Property, except as is provided and set forth in the lease with the Company. Upon the expiration or sooner termination of the lease in accordance with its terms, PDF shall convey the Property back to the City, by Special Warranty Deed, unless the Parties mutually agree to a continuation of ownership by PDF to facilitate further economic development projects.

9. PDF shall perform all covenants and conditions on the part of the Lessor to be performed under the lease and shall enforce all covenants and conditions to be performed under the lease on the part of the Lessee. PDF shall timely give written notice to the City of any of Lessee's defaults under the lease. PDF's obligation under this Agreement shall be secured by a first Deed of Trust on the Property and PDF shall execute and deliver to the City its Deed of Trust in a form and content approved by the City Attorney.

10. If PDF defaults in the performance in any covenant or provision of this Agreement and/or of the lease, PDF shall within ten (10) days after written demand is given to PDF by the City, convey title to the Property to City by Special Warranty Deed, free of liens and encumbrances, except those liens and encumbrances existing at the time PDF acquired title to the Property and further, PDF shall assign the lease with the Company to the City. The obligations of this paragraph may be specifically enforced and a violation of the provisions of this paragraph may be restrained or such obligations enforced by injunction, without the posting of a bond, at the instance and request of City without the showing of any special damages or an inadequate remedy at law.

11. If any provision of this Agreement is declared by a Court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

12. The provisions of this Agreement are, and will be, for the benefit of City and PDF only, and not for the benefit of any third party and, accordingly, no third party shall have any right or remedy hereunder or the right to enforce any provision of this Agreement.

13. This Agreement shall be binding upon and inure to the benefit of the City and PDF and their respective successors and assigns, provided that PDF may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of City.

14. The covenants and agreements set forth in this Agreement are covenants running with the Property and shall survive the execution, delivery, and recordation of the Special Warranty Deed to PDF and shall not merge nor be deemed to have merged by or into such deed of conveyance to PDF.

Executed at Pueblo, Colorado, the day and year first above written.

**CITY OF PUEBLO, A COLORADO
MUNICIPAL CORPORATION**

**PUEBLO DEVELOPMENT FOUNDATION
A COLORADO NONPROFIT
CORPORATION**

By _____
Mayor

By _____
President

Attest: _____
City Clerk

Attest: _____
Secretary

Approved as to form:

City Attorney

LEASE AGREEMENT
(200 GREENHORN, PUEBLO, CO 81004)

THIS LEASE AGREEMENT ("Lease") is made the 14th day of August, 2023, between the Pueblo Development Foundation, a Colorado nonprofit corporation (hereinafter called "PDF"), and Fomcore, LLC (hereinafter called the "Company"). Company and PDF are sometimes referred to herein as a "Party" and collectively, as the "Parties."

1. Leased Premises Defined.

Subject to satisfaction of the terms and conditions contained in this Lease, PDF agrees to lease to the Company and the Company agrees to lease from PDF, the following real property situated in the County of Pueblo, State of Colorado, to-wit:

LOT 1 MINNEQUA INDUSTRIAL PARK, FIFTH FILING FORMERLY #15-230-02-008

more commonly known by street and number as: 200 Greenhorn Dr., Pueblo, CO 81004 ("Leased Premises"). The Leased Premises shall be leased subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way and conditions of record and the zoning and subdivision regulations and resolutions of the City of Pueblo ("City").

2. Term and Extended Term.

2.1. The Term of this Lease shall begin on March 1, 2024 and shall end on March 31, 2032. The Company may be permitted limited early access to the Leased Premises assuming it does not conflict with the final buildout thereof.

2.2. Provided Company is not in default of its obligations under this Lease beyond any applicable notice and cure periods, Company may extend the Term as follows: Company may exercise one (1) ten (10) year renewal option by providing written notice to PDF by March 1, 2032 ("Renewal Term"). Rent for the Renewal Term shall be calculated and determined at an annual rate per square foot of \$6.50. The Parties acknowledge and agree that there is no monetary abatement of the rent due during the Renewal Term.

3. Rent.

3.1 Company, subject to Sections 3.2 and 3.4 below, agrees to pay rent at the completion of each three-calendar month period commencing on January 1, April 1, July 1 and October 1 of each calendar year ("Quarter") to PDF during the initial Term of this Lease as follows:

Dates	Annual rate per square foot	Rent amount per Quarter
March 1, 2024 to June 30, 2024	Free Rent	Free Rent
July 1, 2024 through March 31, 2032	\$5.50	\$ 61,875
Lease total		\$ 1,918,125

3.2 Each Quarter ("Quarterly") during the Term of this Lease, Company shall be entitled to receive monetary abatements of the payment of rent, but in no event in excess of the Total Lease Abatement amount set forth below, based upon the number of Full-Time Employees (as defined in the Employment Agreement between the Company and the City of even date herewith ("Employment Agreement")) employed by the Company on the Leased Premises, as follows:

- Quarterly Abatement Per Employee: \$711.20

Total Lease Abatement (if 87 employees): \$1,740,000.00

For example, if for the third Quarter of the second year of this Lease, the number of Quarterly Employees (as defined in the Employment Agreement) is 60, the gross amount of rent due and payable by Company to PDF remains at \$61,875. The monetary abatement will reduce the net amount of rent payable by Company (in excess of the monetary abatement) to PDF to be \$61,875-\$42,672 (60 x \$711.20) = \$19,203. The Parties agree that during the Term of this Lease, Company shall be entitled to receive a rent abatement up to a maximum of 87 employees per Quarter for these Leased Premises. Under no circumstances will Company be entitled to receive monetary abatements of rent in excess of \$1,740,000 nor shall it be entitled to receive any additional financial compensation from PDF or the City should Company's workforce exceed 87 employees.

3.3 Notwithstanding any other provision of this Lease, Company agrees to pay PDF a Quarterly management fee in the amount of \$3,094. Company's obligation to pay this Quarterly management fee is absolute and unconditional and shall not be offset, abated, reduced or withheld for any cause whatsoever.

3.4 Other Rent Terms

- a. Within fifteen (15) days after the end of each Quarter of this Lease, Company will submit to the City's Director of Finance or designee, Company's statements showing the Quarterly Employees and their aggregate salaries paid in the preceding Quarter and the basis upon which Quarterly Employees and Company's Quarterly rent payment were computed, certified by an officer of the Company to be true and correct. The Quarterly Employee report is based on the definition of Full-Time Employee as defined in the Company's Employment Agreement with the City of Pueblo. For purposes of verifying such employment, upon reasonable notice the City and PDF shall have access to Company's records relating to Company's employees employed during each such Quarter. Except in the event of any action filed by PDF to enforce this Lease, PDF shall treat such information as confidential and shall not disclose (except pursuant to a subpoena or court order) such information to any third party other than those employees of PDF or the City who have a need to know such information; provided, however, that if an enforcement action is filed, PDF shall continue to keep such information confidential other than as necessary to pursue such action and shall cooperate with Company efforts to obtain a protective order covering such information.. During the Term of this Lease, Company shall remit payment of the rent for the preceding Quarter when Company files its Quarterly statements relating to Company's employees employed during each such preceding Quarter.
- b. On or before September 30 of each year during the Term, Company, PDF and the City shall review the total average number of employees employed by Company through the preceding four (4) Quarters (July 1st through June 30th). If the average number employees total a minimum of 87 employees with the agreed upon average wage in the Employment Agreement, Company shall be entitled to an additional rent refund, up to a Maximum Abatement of Rent as defined in the Employment Agreement, for the average number of employees employed in the preceding four (4) Quarters, up to 87, which exceed the rent abatement actually received. For example, if Company received total rent abatement for the previous

4 Quarters in the amount of \$227,584.00 (80 employees x \$711.20 per Quarter x 4 Quarters), however the average number of employees is a minimum of 87 employees, Company would be entitled to an additional \$19,916 rent refund payable within sixty (60) days of such review and determination by City.

Maximum 4 Quarter rent credit	\$247,500
Credit received on 80 jobs	\$227,584
Rent refund on 7 jobs (87-80)	\$19,916

3.5 All Quarterly rent and other payments required to be made by Company hereunder which shall remain unpaid thirty (30) days after their due dates shall bear interest at the rate of ten percent (10%) per annum until paid. All rent and other payments shall be made at or mailed by United States mail to the following address: Pueblo Development Foundation, 301 N. Main St., Suite 210., Pueblo, CO 81003, or such other address as PDF may from time to time designate to Company in writing. The existence of default interest on unpaid rent shall not alter, nor shall it be construed or interpreted to alter, or confer a grace period after, the due date of the rent as set forth in Section 3.4 above.

3.6 It is the intent of the Parties hereto that this Lease be a "net" lease with PDF incurring no obligation, monetary or otherwise, for any expense of any nature associated with the use and operation of the Leased Premises and any component part thereof by the Company.

4. Use of Leased Premises.

4.1. Company shall use the Leased Premises in a careful, safe and proper manner in compliance with all laws and regulations applicable to the Leased Premises and Company's use thereof. Company shall not cause, maintain or permit any nuisance or waste in, on, or about the Leased Premises.

4.2. The Leased Premises shall be used and occupied by Company exclusively for commercial purposes associated with or incident to Company's established business activities and for such other activities of Company as are reasonably incident thereto. Company shall not abandon nor cease to conduct business on the Leased Premises for any period longer than thirty (30) consecutive days.

4.3 The Parties agree that Company shall be allowed to construct improvements in or to the Leased Premises during the Term of this Lease. All expenses associated with such construction shall be paid by the Company. The Parties further agree that any improvements shall not be made or constructed without PDF's prior written consent which consent shall not be unreasonably withheld or unduly delayed. In connection with the construction of such improvements, Company shall not permit or allow any lien to be filed or recorded against the Leased Premises or PDF's or Company's interests therein. During and prior to any work on the Leased Premises, PDF and its agents shall have the right to enter the Leased Premises to post and keep posted thereon such notice or notices as are specified in C.R.S. Section 38-22-105(2). All improvements made in or to the Leased Premises by Company with PDF's consent shall become part of the Leased Premises and shall be surrendered with the Leased Premises at the termination of this Lease. In addition, all such improvements shall be constructed in compliance with the building codes, zoning and land use regulations of the City and in compliance with all laws and regulations applicable to the Leased Premises and Company's use thereof.

4.4. All equipment, fixtures and improvements of a detachable or temporary nature installed or placed upon the Leased Premises by Company, including trade fixtures, shall remain

the property of Company, subject to Company's right, at its option, to remove same not later than thirty (30) days after termination of this Lease. Company shall repair all damage to the Leased Premises caused by such removal. The failure of Company to remove its equipment, fixtures and detachable improvements within thirty (30) days after termination of this Lease shall, at the option of PDF, be deemed an abandonment of such property and PDF may dispose of such property, at Company's expense, in a manner as PDF, in its sole discretion, may determine.

4.5. PDF shall not be obligated to repair, replace, maintain or alter the Leased Premises or any component part thereof. PDF will assign any warranties relating to the building to the Company. Company, at its expense, shall keep and maintain the Leased Premises, including, without limitation, the buildings, structural components including but not limited to foundation, floors, roofs and walls, fixtures, and electrical, heating, mechanical, plumbing and air conditioning systems, and adjacent sidewalks and parking area, in good condition and repair and in a good, clean and safe condition at all times and return the same to PDF in good condition and state of repair, except for ordinary wear. The duty of the Company to repair and maintain includes the duty to replace where repair or maintenance will not restore the component or system to good working condition.

4.6. If Company becomes obligated to make repairs and/or replacements which are or may be covered by any manufacturer's or General Contractor's warranty issued to or for the benefit of Company, Company will assign and transfer to PDF, Company's interest in any such warranty at the termination of this Lease. If any such warranty may not be legally assigned, Company, at the request of PDF, will in good faith enforce such warranty on behalf of PDF.

4.7. If Company becomes obligated to make repairs or install replacements caused by an occurrence covered by the insurance described in Section 7.4.3 hereof, the net proceeds of such insurance shall be made available to Company to offset the cost of such repairs, subject to the requirements of Section 28.1 hereof.

4.8. Signs. All signs and signing identification for the Premises and the placement thereof shall be subject to and made in compliance with the regulations of any governmental authority having jurisdiction at the premises. All costs related to such signage shall be paid by Company. Company shall obtain any necessary permits from governmental authorities for the erection and maintenance of its signs.

5. Condition of Leased Premises.

5.1 EXCEPT AS SPECIFICALLY SET FORTH IN THIS LEASE, IT IS UNDERSTOOD AND AGREED THAT PDF IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTY OR REPRESENTATION OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PREMISES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR REPRESENTATION AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ZONING, PHYSICAL OR ENVIRONMENTAL CONDITIONS, INCLUDING THE PRESENCE OF HAZARDOUS MATERIALS, UTILITIES, GOVERNMENTAL APPROVALS, COMPLIANCES OF THE LEASED PREMISES WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY DOCUMENT OR OTHER INFORMATION PROVIDED TO COMPANY BY ANY OTHER PERSON OR ANY OTHER MATTER OR THING REGARDING THE LEASED PREMISES.

5.2 The taking of possession of the Leased Premises by Company after the Commencement Date shall be conclusive evidence that the Company accepts the Leased Premises in its then present condition "As Is, Where Is, With All Faults" and that the Leased

Premises are in good and satisfactory condition at the time of the commencement of this Lease. In the event that PDF fails to complete the construction of improvements to the Leased Premises in accordance with the plans and specifications prepared by Nakai & Associates and entitled "200 Greenhorn Dr., Tenant Finish, Issued for Permit 06/28/23" and to obtain a Certificate of Occupancy from the Pueblo Regional Building Authority for the building on the Leased Premises on or before March 1, 2024, Company may terminate this Lease and upon such termination shall have no further obligations or liability of any nature under this Lease. Notwithstanding anything else in this Lease, should any latent hazardous condition, including but not limited to any Hazardous Material, as defined in Section 10.1, be discovered on the Leased Premises after commencement of the Term, about which Company had no knowledge and which was not discovered upon reasonable inspection prior to the commencement of the Term, the Company will have at its sole discretion the ability to terminate the lease. In such case, the Company will have no further obligations hereunder. Should Company decide not to terminate this Lease, Company shall be responsible for remediation costs and may request that PDF share the expenses associated with such remediation. Company and PDF understand that PDF cannot make any agreement on cost sharing without the expressed approval of the City.

6. Right of Entry.

Subject to Company's security requirements, PDF or PDF's officers, employees, agents and representatives, as the case may be, may enter the Leased Premises for the purpose of ensuring compliance with the terms of this Lease during normal business hours upon no less than 48 hours written notice to Company, except notice shall not be required in case of emergency, such as fire. In addition, PDF or its officers, employees, agents, and representatives may enter the Leased Premises during the last month of the initial term or any renewal term for the purposes of showing the premises to prospective new tenants.

7. Insurance and Indemnification.

7.1. PDF's Indemnity. PDF shall defend, indemnify and save harmless Company and its agents, employees, members and managers against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring on the Leased Premises, if caused by an act or omission by PDF or its agents or employees.

7.2. Company's Indemnity. Company shall defend, indemnify and save harmless PDF and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring on the Leased Premises, if caused by an act or omission by Company or its agents or employees, arising out of Company's operations or Company's use or occupancy of Leased Premises, except to any extent caused by an act or omission by PDF or its agents or employees.

7.3. PDF's Insurance.

Liability Insurance. During the Term of this Lease, PDF must maintain insurance covering PDF's liability for ownership and use of the Leased Premises. Such insurance must provide limits of not less than \$1 million with respect to injury to any one person, \$1 million with respect to any one occurrence and \$500,000 with respect to property damage arising out of any one occurrence.

7.4. Company's Insurance.

7.4.1. Liability Insurance. During the Term, Company must maintain insurance covering Company's liability for occupation and use of the Leased Premises. Such insurance must provide limits of not less than \$1 million with respect to any one occurrence, \$2 million aggregate, and \$500,000 with respect to property damage arising out of any one occurrence.

7.4.2. Worker's Compensation Insurance. Company shall maintain and keep in force an "all-employees" compensation insurance policy as required under the laws of the State of Colorado.

7.4.3. Fire and Extended Coverage Insurance.

7.4.3.1. Company shall, at its expense, during the Term of this Lease, secure and maintain in full force and effect "All-Risk" property insurance (including, without limitation, fire, extended coverage and all risk perils including mechanical breakdown) upon the Leased Premises. Such insurance shall be in an amount not less than the full replacement value of the buildings and improvements and issued by an insurance company or association authorized to issue such policies under the laws of the State of Colorado and approved by PDF; shall name PDF as an additional insured and shall not be subject to cancellation, reduction or modification upon less than thirty (30) days' written notice to PDF. At the request of PDF, Company will furnish to PDF evidence of such insurance and its continuance during the Term of this Lease.

7.4.3.2. Company shall, at its expense, secure and maintain fire and extended coverage insurance on all fixtures, equipment and improvements installed by Company on the Leased Premises. Such insurance, by its terms or by endorsement, shall waive any right of subrogation of the insurer against PDF and its respective officers, agents and employees, for any loss or damage resulting from covered perils.

7.5. Insurance Requirements. All insurance required to be carried by the Parties hereunder shall be issued with a company or companies licensed and authorized to conduct business in the State of Colorado with an A.M. Best rating of B+ or higher, the Parties further agree to provide each other with copies of certificates of insurance for all policies required.

7.6. Waiver of Subrogation for Liability Insurance Policies. The Parties to this Lease hereby release each other and their respective officers, agents, managers, directors, and employees from any and all claims and demands for loss, damages, expense or injury to any person or to the Leased Premises or to personal property, to the extent such loss is covered by such Parties' liability insurance policies. The Parties shall each obtain from their respective insurers waivers of rights of subrogation where allowable, which the insurer of one Party might have against the other Party and PDF and Company shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waivers of subrogation.

8. Taxes.

8.1. Sales and Use Taxes. Company shall pay, before delinquency, any and all sales and use taxes levied or charged in connection with the construction of any improvements made by any person or entity other than PDF and by or on behalf of the Company on or to the Leased Premises and any of the personal property belonging to Company and situated on the Leased Premises or used in connection with the operation and maintenance of the improvements on the Leased Premises.

8.2. Property Taxes. Company shall pay, before delinquency, any and all personal property taxes and real property taxes levied or charged against the real property leased hereby and any of the personal property belonging to Company and situated on the Leased Premises or used in connection with the operation and maintenance of the improvements on the Leased Premises.

9. Utilities.

9.1 Company shall pay, before delinquent, any and all charges for electricity, heat or cooling, telephone, internet and all other utility services furnished to or used in or supplied to the Leased Premises during the Term. PDF shall not be obligated to furnish, provide, or pay for any utilities, facilities or services of any kind. PDF does warrant that all customary utilities including water, sewer, gas, electric and internet are available in the Leased Premises and separately metered to the Leased Premises.

10. Environmental Provisions.

10.1 For the purpose of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or will become regulated by any local government authority, the State of Colorado or the United States government and shall include, but not be limited to (1) substances defined as "hazardous waste", "restricted hazardous waste", "hazardous substance" or "hazardous material" under any applicable federal, state or local law or regulation ("Environmental Regulations") (2) asbestos-containing materials (3) PCB's (4) petroleum or petroleum-based products, and (5) lead. Notwithstanding the foregoing, reasonable quantities of common office and/or cleaning materials shall not be considered Hazardous Materials for purposes of this Lease, provided that Company handles any such materials in accordance with all Environmental Regulations.

10.2 Company will comply with Environmental Regulations that are applicable to the Company and its use of the Leased Premises. No activity shall be undertaken by the Company, its employees, agents, licensees, invitees, contractors or subcontractors, on all or any portion of the Leased Premises which would cause: (i) the presence, use, generation, release, discharge, storage or disposal of any Hazardous Materials in, on, under, about, or from the Leased Premises or any part thereof in violation of any Environmental Regulations; (ii) any portion of the Leased Premises to become a hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system or the discharge into the air of any emissions without receiving proper governmental authorization, and in compliance with all Environmental Regulations, including, without limitation, the Federal Water Pollution Control Act, U.S.C. Section 1221 et seq. and the Clean Air Act, 42 U.S.C. Section 7401 et seq.

10.3 Except for (1) the presence of Hazardous Materials in, on or under the Leased Premises as of the commencement date of the Lease, or (2) the introduction to or presence of Hazardous Materials by PDF the Company agrees to defend, indemnify and forever hold harmless the Leased Premises and PDF, and their respective agents, successors, and assigns, as their interest may appear, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, reasonable attorneys' fees, remedial, and cleanup costs, incurred by reason of the use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about or from the Leased Premises, or any part thereof, by Company, its employees, agents, licensees, authorized guests, contractors and subcontractors.

10.4 The provisions of this Section 10 shall expressly survive the expiration of the Term or other termination of this Lease.

11. Quiet Possession.

Company shall, and may peacefully have, hold and enjoy the Leased Premises, subject to the other terms hereof, provided that Company is not in default beyond any applicable notice and cure period under the Lease.

12. Default and Remedies.

Time is of the essence hereof. If any obligation required to be performed under this Lease is not performed there shall be the following exclusive remedies:

(a) If PDF is in Default: In the event PDF defaults in the performance of its obligations hereunder, Company shall have the right to (i) terminate this Lease by written notice to PDF or (ii) treat this Lease as being in full force and effect and to obtain specific performance, but not any damages. Such violations may be restrained or such obligations enforced by injunction at the instance and request of Company without the showing of any special damages or an inadequate remedy at law.

(b) If Company is in default: In the event of default at any time by Company in the payment of the monthly rent herein provided for, or in the performance of any other of its covenants herein contained, after thirty (30) days' notice in writing to Company and Company's failure within said thirty (30) day period to cure said default, this Lease shall terminate and Company shall have no further rights hereunder and PDF shall have no further obligations hereunder. Upon termination of this Lease, Company shall take reasonable measures to surrender possession of the Leased Premises to PDF in a timely manner. In the event of a default by Company that continues beyond the 30-day notice and cure period provided above, PDF may pursue any remedy whatsoever provided by law or equity.

(c) In the event the Parties hereto become involved in a dispute arising out of this Lease, or the performance or breach thereof, the Court shall award costs, expenses, and attorney fees to the prevailing Party.

13. Waiver.

No waiver of any breach or breaches of any provision, covenant or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant or condition, or of any other provision, covenant or condition.

14. Assignment.

This Lease and the rights granted to PDF hereunder may be assigned to the City, a Colorado municipal corporation, with notice provided to the Company. It shall be necessary for PDF to obtain Company's prior, written consent to any other proposed assignment of this Lease, which consent must not be unreasonably or unduly withheld, conditioned, or delayed.

14.1. Internal Assignments. Notwithstanding anything in this Lease to the contrary, Company has the right upon prior notice to PDF to assign this Lease, without PDF's consent, to a parent, subsidiary, or affiliate of Company, to a Company that has been merged or consolidated with Company, or to a Company acquiring all or substantially all of Company's physical assets,

provided Company (or the resulting entity of any merger or consolidation) remains fully liable hereunder.

14.2. Outside Assignment Requirements. It shall be necessary for Company to obtain PDF's prior, written consent to any other proposed assignment of this Lease. However, PDF's consent must not be unreasonably or unduly withheld, conditioned, or delayed, provided, however, that PDF may withhold consent thereto if in the exercise of its sole judgment it determines that:

14.2.1. Financial Condition. The financial condition of the proposed assignee is not consistent with the extent of the obligations undertaken by the proposed assignment; or

14.2.2. Proposed Use. The proposed use of the Leased Premises is not appropriate for the Minnequa Industrial Park.

15. Representations and Warranties of PDF.

The PDF represents and warrants to Company as follows:

(a) PDF has full power, capacity, and authority to execute and deliver this Lease and all other documents required to be executed and delivered by PDF under this Lease and to perform its obligations hereunder.

(b) This Lease has been duly authorized, executed and delivered by PDF and constitutes the legal, valid and binding obligation of PDF, enforceable against PDF in accordance with its terms.

(c) that PDF has disclosed to Company all easements, reservations, restrictions, covenants, limitations, rights-of-way, and conditions of record that apply to the Leased Premises known to PDF at the time of the execution of this Lease.

16. Representations and Warranties of Company.

Company represents, warrants and covenants as follows:

(a) Company has full power, capacity, and authority to execute and deliver this Lease and all other documents required to be executed and delivered by Company under this Lease and to perform its obligations hereunder.

(b) This Lease has been duly authorized, executed and delivered by Company and constitutes the legal, valid and binding obligation of Company, enforceable against Company in accordance with its terms.

17. Notices.

Any notice required or permitted to be given or delivered under this Lease shall be in writing and shall be deemed delivered upon receipt or refusal of receipt by the following forms of delivery; (a) Personal Delivery to the recipient; (b) Deposit with a nationally recognized overnight-guaranteed delivery service; (c) Deposit in a sealed envelope in the United States Mail, postage prepaid by registered or certified mail, return receipt requested, addressed to the recipient as set forth below; (d) by e-mail transmittal at the e-mail addresses set forth below.

(a) If to PDF, addressed to:

Pueblo Development Foundation
ATTN: Margaret Gaillard
301 N. Main St., Suite 210.
Pueblo, CO 81003
E-Mail: MGaillard@PEDCO.com

(b) If to Company, addressed to:

Fōmcore, LLC
ATTN: Ron Wallish
1770 East Keating Ave
Muskegon, MI 49442
E-Mail: Ron@fomcore.com

or to such other address or person as any Party may from time to time specify in a writing delivered to the other Party in the manner provided in this Section. Any notice shall be deemed delivered on the day on which personal delivery is affected or three (3) days after deposit in the mail in the case of registered or certified mail, and one (1) business day in the case of overnight courier.

With regards to E-Mail communications, each Party is solely responsible to ensure that the other's e-mail address is "white listed" to ensure that messages will not be caught by a spam filter or similar electronic filtering. E-mails are deemed received if they have been sent to the e-mail address provided above, even if not actually received by the other Party because of a spam filter or a technological problem beyond the sender's control. A response by one Party to any e-mail sent to the e-mail address of the other Party is conclusive proof of the functionality of the e-mail address as required under this Lease. Each Party is solely responsible for maintaining a viable e-mail address, for regularly checking its e-mail account(s), and for managing all spam filters applied to the account(s).

18. Modification.

No subsequent modification of any of the terms of this Agreement shall be valid or binding upon the Parties or enforceable unless made in writing and signed by the Parties.

19. Entire Agreement.

All understandings and agreements heretofore had between the Parties hereto considering the subject matter hereof are merged into this Lease which alone (together with the provisions of the Employment Agreement between the Company and the City that are referenced herein and a true and accurate and fully executed copy of which is attached hereto and made a part hereof by reference and labeled **Exhibit A**) fully and completely express the agreement and understanding of the Parties with respect to the Leased Premises. Said agreements are entered into after full investigation, neither Party relying upon any statement or representation, not embodied in this Lease or said other agreements, made by the other Party.

20. Captions.

The captions in this Lease are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Lease or any of the provisions hereof.

21. Validity.

If any provision of this Lease shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Lease.

22. Broker.

Company and PDF represent and warrant to each other that no broker or finder has been engaged by such Party in connection with this transaction. PDF agrees to indemnify, defend and hold Company harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against Company by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of PDF. Company agrees to indemnify, defend and hold PDF harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against PDF by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Company.

23. Applicable Law.

This Agreement will be construed and enforced in accordance with the laws of the State of Colorado (without giving effect to its choice of law principles).

24. Interpretation.

Whenever the context so requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. In addition, 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.

25. Survival of Representations.

The representations, warranties, covenants and agreements of Company and PDF in this Agreement are and shall be construed to be covenants running with the Leased Premises and shall survive the expiration or termination of this Lease.

26. Third Parties.

Company and PDF and their respective successors and permitted assigns are the only Parties to this Lease and are the only parties entitled to enforce this Lease. Nothing contained in this Lease nor any provision hereof is intended to give or shall be construed to give or confer, directly or indirectly, or otherwise, upon any third party any right, remedy or benefit hereunder.

27. Venue and Waiver of Trial by Jury.

PDF AND COMPANY HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE DISTRICT COURT, PUEBLO COUNTY, STATE OF COLORADO IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE AND HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR

PROCEEDING SHALL BE HEARD AND DETERMINED IN THE DISTRICT COURT OF PUEBLO COUNTY, STATE OF COLORADO. COMPANY AND PDF AGREE THAT THE PROVISIONS OF THIS SECTION 27 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE. TO THE FULL EXTENT PERMITTED BY LAW, COMPANY AND PDF HEREBY WAIVE THEIR RIGHTS TO A TRIAL BY JURY.

28. Damage to or Destruction of Leased Premises.

28.1. If, during the Term of this Lease, the Leased Premises shall be damaged to such an extent that the repair of such damage and the restoration of the Leased Premises can be accomplished, with reasonable diligence, within one hundred eighty (180) days after such damage, Company shall promptly repair such damage and cause the Leased Premises to be restored to their condition prior to the event causing the damage. If, during the Term of this Lease, the Leased Premises shall be destroyed or damaged, or partially destroyed or damaged, to such an extent that the repair of such destruction or damage and the restoration of the Leased Premises cannot be accomplished, with reasonable diligence, within one hundred eighty (180) days after such destruction or damage, then Company shall promptly notify PDF in writing of such fact within ten (10) days after the date of such destruction or damage and Company shall thereafter have the right, during a period of thirty (30) days following such notification, to terminate this Lease by written notice to PDF, declaring this Lease to be terminated provided, however, that, as a condition precedent to such termination the proceeds of insurance for the real property and building improvements required to be maintained by Company under Section 7.4.3 (or an amount equal to the insurance proceeds which would have been available but for the failure to maintain such insurance) shall be paid by Company to PDF. Unless such notice of immediate termination shall be given within such 30-day period, this Lease shall continue in full force and effect and Company shall promptly repair such destruction or damage and cause the Leased Premises to be restored to their condition prior to the event causing the destruction or damage. In the event the Leased Premises are destroyed or damaged, or partially destroyed or damaged without Company's fault, the quarterly rent payable by Company shall be excused proportionately according to the floor area of the Leased Premises which is useable by Company. Such rent cancellation shall continue for the period commencing with such damage or destruction and ending when Company completes repair work or reconstruction, provided Company diligently commences and expeditiously completes the repair work or reconstruction. The cancellation of such rent payments shall not release the Company of its obligation to pay the remaining rent owed by the Company under Section 3.1 hereof less any rent abatements earned by the Company under Section 3.2.

28.2. Company shall make the repairs, restoration or rebuilding as expeditiously as possible in accordance with plans and specifications submitted to and approved in writing by PDF and in compliance with all applicable laws, regulations, and codes.

29. Eminent Domain.

If the whole or substantial part of the Leased Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose under any statute or by the right of eminent domain, or purchased under threat of such taking, and if the taking of such portion would not allow the Company to conduct its regular business in the ordinary course, then this Lease shall terminate on the date when the condemning authority takes possession of the Leased Premises or the substantial part thereof so taken, and Company shall have no further obligations thereunder. There shall be no apportionment of the award for taking or condemnation, the entire award going to the PDF, provided Company shall have the right to recover any award which may

be made for damages to or condemnation of Company 's movable trade fixtures, equipment, furniture and furnishings or payments for relocation, if any.

30. Holding Over.

If Company shall hold over after the expiration of the term of this Lease, without a signed renewal or new Lease, then Company shall be deemed a tenant from quarter to quarter, subject to all of the terms and conditions set forth in this Lease, except that the quarterly rental due under Section 3.1 hereof shall increase by 25% per quarter due and payable in accordance with the provisions of this Lease. Nothing in this Section shall be construed as permission of the PDF to hold over beyond the expiration of the Term of this Lease.

31. Recording.

Neither Party shall record this Lease or any short form memorandum of this Lease.

32. Liability of PDF.

In no event shall PDF, its officers, agents or employees be liable to Company for damages, including without limitation, direct, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Lease or the performance or breach thereof by PDF or the failure or delay of PDF in the performance of any covenant or provision under this Lease on its part to be performed. In consideration of PDF entering into this Lease, Company hereby waives and discharges PDF, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay, or failure of PDF under this Lease shall be or be construed to be a waiver, discharge or release of Company's obligation to pay rent under Section 3.1 hereof less any rent abatements earned by the Company under Section 3.2 hereof. In the event of a breach of this Agreement by PDF, Company's sole and exclusive remedy shall be to terminate this Lease as permitted herein, or to bring an equitable action for specific performance in the District Court of Pueblo County, Colorado. Such violations may be restrained or such obligations enforced by injunction at the instance and request of Company without the showing of any special damages or an inadequate remedy at law.

33. Counterparts.

This Lease may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

[Signatures to appear on the following page.]

DEED OF TRUST
(200 GREENHORN DR., PUEBLO, CO 81004)

THIS INDENTURE, is made this 14th day of August, 2023 between the Pueblo Development Foundation, a Colorado nonprofit corporation, whose address is 301 N. Main St., Suite 200., Pueblo, CO 81003 (hereinafter referred to as “Grantor”), and the Public Trustee of the County of Pueblo, State of Colorado (hereinafter referred to as “Public Trustee”) for the benefit of the City of Pueblo, a Colorado municipal corporation whose address is 1 City Hall Place, Pueblo, CO 81003 (hereinafter referred to as “City of Pueblo” or “beneficiary”);

WITNESSETH, THAT, WHEREAS, Grantor and the City of Pueblo are parties to that certain Real Property Conveyance Agreement dated August 14th, 2023, a true, complete and correct copy of which is attached hereto as Exhibit A (the “Agreement”), whereby Grantor agreed to comply with certain real property management and other requirements enumerated in the Agreement in consideration of the transfer to Grantor by the City of Pueblo of the real property encumbered hereby; and

WHEREAS, the Grantor is desirous of securing all its obligations under the Agreement, including but not limited to payment of rent accruing from said real property to the City of Pueblo (the “Obligations”).

NOW THEREFORE, the Grantor, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said Public Trustee in trust until the full payment and performance of the Obligations (“Full Performance”), the following described property, situate in the County of Pueblo, State of Colorado, to wit:

Lot 1 Minnequa Industrial Park, Fifth Filing,
County of Pueblo, State of Colorado

more commonly known by street and number as: 200 GREENHORN DR., PUEBLO, CO
81004

also known as Pueblo County Assessor Parcel No. 1523002009

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging, in trust nevertheless, that: a) in case of default by Grantor of the Obligations under the Agreement, or b) in case default shall be made or violation or breach of any of the terms conditions, covenants or agreements herein contained, the beneficiary hereunder or the legal holder of the Agreement secured hereby may declare a violation of any of the covenants herein contained and may elect to advertise said property for sale, and demand such sale by filing a notice of election and demand for sale with the Public Trustee. Upon receipt of such notice of election and demand for sale, the Public Trustee shall cause such notice to be recorded in the recorder’s office of the county in which said property is situated.

The Public Trustee shall then give public notice of the time and place of sale by advertisement to be published for four weeks (once each week for five successive weeks) in some newspaper of general circulation at that time published in the county or counties in

which said property is located. A copy of such notice shall be mailed to all persons entitled to receive notice as provided by law. It shall and may then be lawful for the Public Trustee to sell said property for the highest and best price the property will bring in cash and to dispose of the said property (en masse or in separate parcels, as the said Public Trustee may think best), together with all the right, title and interest of the Grantor therein, at public auction at any place as may be specified by statute and designated in the notice of sale.

The Public Trustee shall make and give to the purchaser of such property at such sale, a certificate of purchase as required by law. Unless the property is redeemed, the public trustee shall execute and record a confirmation deed to the holder of the certificate of purchase after the date of sale and expiration of all redemption periods and the receipt of all statutory fees and costs.

The Public Trustee shall, out of the proceeds of such sale and after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder or to any assignee of the beneficiary's rights under the Agreement any amounts due pursuant to the Obligations under the Agreement, and all moneys advanced by such beneficiary for insurance, taxes and assessments, with interest thereon at eight per cent per annum, rendering the overplus, if any, unto those persons entitled thereto as a matter of law. Said sale as evidenced by the confirmation deed executed and recorded by the Public Trustee shall operate as a perpetual bar, both in law and equity, against the Grantor and all other persons claiming the said property, or any part thereof, by, from, through or under the Grantor. The City of Pueblo or its assignee may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

The Grantor covenants with and warrants to the Public Trustee, that at the time of the ensembling of and delivery of these presents the Grantor is well seized of the said lands, tenements and property in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims the Grantor may have in or to said lands, tenements, and property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado or of the United States Congress, now existing or which may hereafter be passed in relation thereto, and that the same are free and clear of all liens and encumbrances whatever as of the date hereof except easements, conditions, restrictions, covenants and reservations of record.

The Grantor further warrants to the Public Trustee the quiet and peaceable possession of said property against all persons who may lawfully claim the whole or any part thereof, and that the Grantor shall and will forever defend the title to said property against such person or persons.

Until Full Performance, the Grantor shall timely pay or cause all taxes and assessments levied on the property to be paid and will keep all improvements that may be on said lands insured against any casualty loss, including extended coverage, in a company or companies, meeting the net worth requirements of the beneficiary hereof in an amount which will yield to the holder of the Agreement, after reduction by co-insurance provisions of the policy, if any, not less than the then total fair market value of the real property encumbered hereby.

Each policy shall contain a loss payable clause naming the beneficiary as mortgagee and shall further provide that the insurance may not be canceled upon less than ten days written notice to the beneficiary. Should the Grantor fail to insure and deliver a certificate evidencing the required coverage under the policies or to pay taxes or assessments as the same fall due, the beneficiary may make any such payments or procure any such insurance, and all monies so paid with interest thereon at the rate of eight per cent per annum shall be added to and become a part of the Agreement secured by this Deed of Trust and may be paid out of the proceeds of the sale of the property if not paid by the Grantor. In addition, and at its option, the beneficiary may declare the Agreement secured hereby and this Deed of Trust to be in default for failure to procure insurance or make any of the payments required by this paragraph.

If all or any part of the property or an interest therein is sold or transferred by the Grantor without beneficiary's prior written consent, including the creation of a lien or encumbrance subordinate to this Deed of Trust, beneficiary may, at beneficiary's option, declare the Agreement secured by this Deed of Trust to be immediately in default.

IN CASE OF ANY DEFAULT whereby the right of foreclosure occurs hereunder, the holder of said certificate of purchase shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any. Such possession shall at once be delivered to the holder of said certificate of purchase on request. Upon refusal, delivery of such possession may be enforced by the holder of said certificate of purchase by any appropriate civil suit or proceeding. The holder of said certificate of purchase shall be entitled to a Receiver for said property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Grantor or of the then owner of said property and without regard to the value thereof. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice -- notice being hereby expressly waived -- and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver according to the law and the orders and directions of the court.

IN THE CASE OF ANY DEFAULT in any of said Obligations, according to the tenor and effect of said Agreement or any part thereof, or of a breach or violation of any of the covenants or agreements herein by the Grantor, the whole of said Obligations hereby secured and the interest thereon to the time of the sale may at once, at the option of the legal holder thereof, become due and payable, and the said property be sold in the manner and with the same effect as if said indebtedness had matured. If foreclosure be made by the Public Trustee, attorney's fees in a reasonable amount for services in the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as a part of the cost of foreclosure; and if foreclosure be made through the courts, a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

IT IS FURTHER UNDERSTOOD AND AGREED that upon Full Performance, the City of Pueblo shall execute a release of this Deed of Trust, such release document to be prepared by Grantor with Grantor paying the expense thereof; all of the covenants and

agreements herein contained shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto; and that the singular number shall include the plural and the plural the singular.

Executed on the date first above written.

GRANTOR:

PUEBLO DEVELOPMENT FOUNDATION

By _____
Name: Robert L. Root
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2023, by the Pueblo Development Foundation, by Robert L. Root, its President.

Witness my official hand and seal.

My commission expires: _____.

**SPECIAL WARRANTY DEED
(200 GREENHORN DR., PUEBLO, CO 81004)**

THIS DEED, made this 14th day of August, 2023 by and between CITY OF PUEBLO, a Colorado municipal corporation, Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by the PUEBLO DEVELOPMENT FOUNDATION, a Colorado nonprofit corporation, a Colorado municipal corporation, Grantee; Grantor hereby sells and conveys to Grantee, whose address is 301 N. Main St., #200, Pueblo, CO 81003, the following real property situate in the County of Pueblo, State of Colorado, to-wit:

Lot 1, Minnequa Industrial Park, Fifth Filing, County of Pueblo, State of Colorado

more commonly known by street and number as: 200 Greenhorn Dr., Pueblo, CO 81004, also known as Pueblo County Assessor Parcel No. 1523002009

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in any otherwise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all of the estate, right, title, interest, claim, and demand whatsoever of the Grantor, either in law or in equity, of, in, and to the above bargained premises with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. Grantor for itself and its successors and/or assigns do covenant and agree that it shall and will warrant and forever defend the above bargained premises in the quiet and peaceful possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor. The singular number shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders. Said warranty is subject to rights-of-way, easements, covenants, plats, agreements and other restrictions of record as of the date of this Deed and any other exceptions or exclusions or rights of third parties not shown by the public records of which Grantee has actual knowledge, and subject to the inclusions of the property within any special taxing district.

IN WITNESS WHEREOF, the Grantor has executed this Deed effective the date set forth above.

**CITY OF PUEBLO, COLORADO
A COLORADO MUNICIPAL CORPORATION**

Nicholas A. Gradisar
Mayor of the City of Pueblo, Colorado

STATE OF COLORADO)
) ss
COUNTY OF PUEBLO)

Subscribed and sworn to before me this ____ day of August, 2023 by Nicholas A. Gradisar, in his capacity as Mayor of the City of Pueblo, a Colorado Municipal Corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: July 24, 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 AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND UNITED WAY OF PUEBLO COUNTY, INC., 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 SIX HUNDRED THOUSAND DOLLARS (\$600,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subrecipient Agreement with the United Way of Pueblo County, Inc. a Colorado nonprofit corporation ("United Way") for training programs, technology, office space and other resources for local nonprofits at its nonprofit Leadership, Empowerment and Development ("LEAD") Center (hereinafter "Project") 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 \$600,000 will be paid out of Project No. CI2113, the American Rescue Plan Act. The use of said funds shall be limited to expenditures to offset the costs for the construction, acquisition, site development, engineering and architectural work for a new or rehabilitated building from which United Way shall provide expanded services.

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:

A LEAD Center is necessary to meet the post-pandemic needs of local nonprofits. United Way recently conducted a survey of 19 partnering nonprofits and found that 42.1% of respondents saw a "significantly increased" community demand for their services. Respondents simultaneously reported their own struggles with increased expenses, staff burnout and budget reductions. About 63.2% of survey respondents felt their organization was the same to significantly worse compared to before the pandemic. Over 68% of survey respondents said "collaboration and service alignment" with other nonprofits would benefit their organizations. Survey respondents also requested increased opportunities for public outreach, training and grant writing services. United Way would provide these benefits through establishment of a LEAD center.

To be effective, the location of the LEAD Center must be centrally located, handicap accessible and near a bus transit route. United Way estimates that approximately 10,000 square feet of office space and conference room space would be necessary for future use by local nonprofits. United Way also proposes to relocate its operations into the LEAD Center.

United Way's proposed LEAD Center would be patterned after United Way of Larimer County's [Shared Services Program](#), which offers human resources, grant writing, graphic design, communication and other "back-office services" to Larimer County nonprofits.

This ARPA grant award is also modeled after the State of Iowa's "vertical infrastructure" program which provided up to \$3 million in ARPA funds, to nonprofits to offset the costs for the construction, acquisition, site development, engineering and architectural work for new and rehabilitated buildings from which nonprofit organizations would provide expanded services.

The LEAD Center must be located in a Qualified Census Tract ("QCT") of the City of Pueblo.

31 CFR 35.6 provides that capital expenditures has the same meaning given in 2 CFR 200.1. Under 31 CFR 35.3, capital assets means:

(1) Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

- i. Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, exchange, or through a lease accounted for as financed purchase under Government Accounting Standards Board (GASB) standards or a finance lease under Financial Accounting Standards Board (FASB) standards; and
- ii. Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially

increase their value or useful life (not ordinary repairs and maintenance).

31 CFR 35.6(b)(3)(ii)(C) authorizes grants to nonprofits for construction and land acquisition purposes. 31 C.F.R. Part 35 implements section 9901 of ARPA and its amendments to the Social Security Act. Per 31 C.F.R. § 35.6(b)(3)(ii)(C), a recipient may use funds to respond to the public health emergency for certain enumerated eligible uses, including “Assistance to nonprofit organizations including programs, services, or capital expenditures, including loans or grants to mitigate financial hardship such as declines in revenues or increased costs, or technical assistance” (emphasis added). The definition of capital expenditures includes construction and improvements and land acquisition.

During the term of the attached Subrecipient Agreement, United Way shall be required to provide the following programming and achieve the following outcomes:

LEAD Center Programming

- Nonprofit Collaboration/Innovation Hub
- Technology/Resources
- Nonprofit LEAD Training Program
- Shared Resources
- Training Center for United Way’s Community Impact Fellowship
- Office Space (below market rates)
- Regional Nonprofit Training Center

LEAD Center Outcomes

- Increase efficiencies and improve service delivery
- Leverage resources to address root causes of inequity
- Support community-wide solutions that result in systems change
- Economic impact, both directly and indirectly, through resources reinvested back into the Pueblo community and significant cost savings

FINANCIAL IMPLICATIONS:

United Way will receive \$600,000 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 United Way's LEAD initiative.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. UPDATED - ARPA - Subrecipient Agreement between City and United Way

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND UNITED WAY OF PUEBLO COUNTY, INC., 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 SIX HUNDRED THOUSAND DOLLARS (\$600,000) 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; NOW, THEREFORE,

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

SECTION 1.

The Subrecipient Agreement (“Agreement”) dated February 13, 2023, between the City of Pueblo, a Colorado municipal corporation and United Way of Pueblo County, Colorado, Inc., a Colorado nonprofit corporation, 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 the amount of \$600,000 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for purposes of providing financial support to United Way’s Leadership, Empowerment and Development (“LEAD”) Center.

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 _____.

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

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023 (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and United Way of Pueblo County, Colorado, Inc., a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "United Way." City and Subrecipient/County 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, 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

WHEREAS, Subrecipient has requested that the City use CLRF Funds to offer training programs, technology, office space and other resources for local nonprofits at its nonprofit Leadership, Empowerment and Development (LEAD) Center (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 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto mutually agree as follows:

1. FACTUAL BASIS FOR THE GRANT AWARD

- (a) A LEAD Center is necessary to meet the post-pandemic needs of local nonprofits. Through continuous interactions and partnerships within the nonprofit community, it has been shared that additional support would be beneficial in aiding the ability of nonprofits to accomplish their missions and best meet the needs of clients. This is especially true in attempting to rebuild due to the effects of the COVID-19 pandemic on funding and need levels. In addition to anecdotal information, United Way recently conducted a survey of 19 partnering nonprofits and found that 42.1% of respondents saw a "significantly increased" community demand for their services. Respondents simultaneously reported their own struggles with increased expenses, staff burnout and budget reductions. About 63.2% of survey respondents felt their organization was the same to significantly worse compared to before the pandemic. Over 68% of survey respondents said "collaboration and service alignment" with other nonprofits would benefit their organizations. Survey respondents also requested increased opportunities for public outreach, training and grant writing services. United Way would provide these benefits through construction of a LEAD center. Survey participation remains open, and feedback is being collected on an ongoing basis. The Nonprofit LEAD Center would serve as a key resource for nonprofits, the people who work and volunteer with them. It would allow for shared meeting and office space, resources, and encourage the ability to work in partnership. Much more can be accomplished as a nonprofit community by working together than by working in silos. NPOs play a fundamental role in creating equitable and thriving communities, and by coming together it is possible to ensure all have the resources we need to be successful.
- (b) To be effective, the location of the LEAD Center must be centrally located, handicap accessible and near a bus transit route. Subrecipient estimates that approximately 10,000 square feet of office space and conference room space would be necessary for future use by local nonprofits. United Way also proposes to relocate its operations into the LEAD Center.
- (c) United Way's proposed LEAD Center would be patterned after United Way of Larimer County's Shared Services Program, which offers human resources, grant writing, graphic design, communication and other "back-office services" to Larimer County nonprofits.

- (d) This ARPA grant award is also modeled after the State of Iowa's "vertical infrastructure" program which provided up to \$3 million in ARPA funds, to nonprofits to offset the costs for the construction, acquisition, site development, engineering and architectural work for new and rehabilitated buildings from which nonprofit organizations would provide expanded services.
- (e) The LEAD Center must be located in a Qualified Census Tract ("QCT") of the City of Pueblo.
- (f) 31 CFR 35.6 provides that capital expenditures has the same meaning given in 2 CFR 200.1. Under 31 CFR 35.3, capital assets means:
- (1) Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
 - (i) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, exchange, or through a lease accounted for as financed purchase under Government Accounting Standards Board (GASB) standards or a finance lease under Financial Accounting Standards Board (FASB) standards; and
 - (ii) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).
- (g) 31 CFR 35.6(b)(3)(ii)(C) authorizes grants to nonprofits for construction and land acquisition purposes. 31 C.F.R. Part 35 implements section 9901 of ARPA and its amendments to the Social Security Act. Per 31 C.F.R. § 35.6(b)(3)(ii)(C), a recipient may use funds to respond to the public health emergency for certain enumerated eligible uses, including "Assistance to nonprofit organizations including programs, services, or capital expenditures, including loans or grants to mitigate financial hardship such as declines in revenues or increased costs, or technical assistance," (emphasis added). The definition of capital expenditures includes construction and improvements and land acquisition.
- (h) During the term of this Subrecipient Agreement, United Way shall be required to provide the following programming and achieve the following outcomes:

LEAD Center Programming

- Nonprofit Collaboration/Innovation Hub
- Technology/Resources

- Nonprofit LEAD Training Program
- Shared Resources
- Training Center for United Way's Community Impact Fellowship
- Office Space (below market rates)
- Regional Nonprofit Training Center

LEAD Center Outcomes

- Increase efficiencies and improve service delivery
- Leverage resources to address root causes of inequity
- Support community-wide solutions that result in systems change
- Economic impact, both directly and indirectly, through resources reinvested back into the Pueblo community and significant cost savings

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

- (a) Prior to receiving ARPA funds under this Agreement, Subrecipient is required to provide the City with the following information and documentation:
 1. Federal SAM Unique Entity ID;
 2. IRS designation as a 501(c)(3) nonprofit entity;
 3. Certificate of Good Standing from the Office of the Secretary of State;
 4. Documentation, in the form of grant awards or letters of commitment of grant awards, evidencing that Subrecipient has sufficient financial resources, in addition to this ARPA grant, to complete the Project.
- (b) 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.
- (c) 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.
- (d) This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).

- (e) The Subrecipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (f) This certification is a material representation of fact relied upon by City. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (g) The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C during the term of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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 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 Six Hundred Thousand Dollars (U.S. \$600,000.00). City shall make said funds available to

Subrecipient within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient. The use of said funds shall be limited to expenditures to offset the costs for the construction, acquisition, site development, engineering and architectural work for a new or rehabilitated building from which the Subrecipient shall provide expanded services, as set forth in this Subrecipient Agreement. If United Way uses ARPA funds to purchase real property for its LEAD Center, prior to disbursement of such funds, United Way shall provide the City with (i) a copy of a Real Property Appraisal Report issued by a Certified General Appraiser licensed by the Board of Real Estate Appraisers, Division of Real Estate, Department of Regulatory Agencies of the State of Colorado; and (ii) a copy of the Contract to Buy and Sell Real Estate in which the purchase price does not exceed the amount of the appraisal report. If approved, funds shall be paid at closing of Subrecipient's purchase of real property.

- (d) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:
 - A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
 - A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.
- (e) 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 the Project shall be from Effective Date set forth above to December 31, 2026 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 five years following any such termination of this Agreement or for such other period as may be required under federal regulations applicable to such provisions.

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. Subrecipient 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 Agreement or, 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 AND 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) During the term of the Project, Subrecipient shall maintain 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 Agreement ed 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. SEVERABILITY. 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.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

City Clerk

By _____
Nicholas A Gradisar, Mayor

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.

SUBRECIPIENT'S SCOPE OF SERVICES

B Principal Tasks

The Subrecipient will be responsible for administering the Project including but not limited to building acquisition, start-up, supplies and operating expenses, personnel expenses and programming expenses. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the City and consistent with all requirements set forth herein including but not limited to the Section 1 of the Agreement "Factual Basis for the Grant Award".

The components of the Subrecipient's work plan under this Agreement shall be as follows:

Establish a LEAD Center

Offer training programs, technology, office space and other resources for local nonprofits at Subrecipient's nonprofit Leadership, Empowerment and Development (LEAD) Center.

LEAD Center Programming

- Nonprofit Collaboration/Innovation Hub
- Technology/Resources
- Nonprofit LEAD Training Program
- Shared Resources
- Training Center for United Way's Community Impact Fellowship
- Office Space (below market rates)
- Regional Nonprofit Training Center

Subrecipient's performance under this Subrecipient Agreement shall be assessed by the following criteria:

LEAD Center Outcomes

- Increase efficiencies and improve service delivery
- Leverage resources to address root causes of inequity
- Support community-wide solutions that result in systems change
- Economic impact, both directly and indirectly, through resources reinvested back into the Pueblo community and significant cost savings

C. Budget

\$523,200	Downtown LEAD Center Building (~15,000 sq. ft.) acquisition
\$76,800	1 FTE for shared grant writing and grant management support for participating NPOs.
\$600,000	Total

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. The City shall not be obligated to any third party Agreement contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the Agreement date of the agreement between the City and the Subrecipient.

5. 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.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. 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 all applicable municipal, state and federal statutes and regulations, including but not limited to the following:

Municipal and State

(1) The Charter, Municipal Code and the Rules and Regulations of the City of Pueblo, including but not limited to, the legal obligation to obtain all required licenses and permits from the City of Pueblo.

(2) The Constitution, Colorado Revised Statutes and the Rules and Regulations of the State of Colorado, including, but not limited to, the legal obligation to obtain all required licenses and permits from the State of Colorado.

Federal

(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)]) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);

(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 Agreement 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 pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

- (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 Agreement , 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 Agreement, 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).

(25) The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(26) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury, including but not limited to (a) Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act; (b) Subrecipient and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision, (c) To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Subrecipient and all of its subcontractors will to the greatest extent practicable under the Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders which Subrecipient may enter into.

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, Agreement employee, consultant, independent Agreement or, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of this Agreement 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 Agreement or, 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 Agreement or 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 Agreement 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: July 24, 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 LAND LOCATED EAST OF THE VILLAGE CIRCLE CUL-DE-SAC FROM O-1, NEIGHBORHOOD OFFICE DISTRICT TO R-4, MIXED RESIDENTIAL DISTRICT

SUMMARY:

The applicant is requesting to rezone 3.736-acres of land located east of the Village Circle cul-de-sac, from O-1, Neighborhood Office District to R-4, Mixed Residential District.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to subdivide 4.64-acres into four multi-family residential lots (S-22-14) and is also requesting to create a Special Area Plan (SAP-23-01).

The City staff has submitted an ordinance for final reading on July 24, 2023 requesting to change the name of Sunflower Drive to Winecup Drive (SNC 23-01). This street will connect from Bluestem Boulevard within the University Park neighborhood to the proposed subdivision.

BACKGROUND:

The applicant is requesting to rezone the property to a R-4 Zone District to facilitate development of multifamily residential units on four large lots. The applicant is requesting to reduce the front and rear-yard setbacks through a Special Area Plan. The proposed front setback will be 20-feet instead of the required 25-feet. The proposed rear-yard setback will be five feet instead of the required 15-feet. Multifamily residential uses are permitted uses in the R-4 Mixed Residential District. Development standards within this zone district require residential structures containing three to five dwelling units to have a minimum of 1,500 square feet of lot area per dwelling unit. Residential structures with six or more dwelling units require 8,000 square feet of lot area or 1,000

square feet of lot area per dwelling unit, whichever is greater. Twenty percent of each lot must provide landscaped open space for the residents.

The area to be rezoned is designated as Suburban “Residential by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types. New neighborhoods should be designed with a mix of housing types and pedestrian and bicycle connectivity should be provided within and between neighborhoods. Supporting land uses can include accessory dwelling units, single-family attached homes, duplexes, and townhouses. The recommended density for Suburban Neighborhoods is two or five units per acre.

The proposed multifamily development with four multifamily residential lots provides a mixture of housing types as promoted by the Comprehensive Plan; however, the proposed 36 dwelling units equals a gross density of approximately 7.75 units per acre, which exceeds the maximum recommended density. Additionally, the proposed lots provide enough lot area, as required by the R-4 Zone District, to accommodate up to 112 residential units, resulting in 24-units per acre. The Special Area Plan sets a maximum of 86 residential units resulting in a possible gross density of 18.49 units per acre.

The property is included within the “Amended University Park Master Plan,” which was approved in January 1987. The plan indicates commercial uses to be developed to the west of the site; however, multifamily and duplex units were actually developed. The land use portion of the master plan does not state what uses are most appropriate for the subject property. On February 23, 1987 the subject property was rezoned to O-1. The staff findings indicated that the Pueblo Comprehensive Plan designated the area as “Urban Residential,” which provides areas of higher density residential. The staff report’s findings concluded that the rezoning was in compliance with the Comprehensive Plan. The O-1 rezoning was proposed to serve as a buffer between the commercial uses located south of the subject property and the single-family residences located in the University Park development north of the property. The office uses were never developed on subject property. The proposed multifamily residential uses would be an extension of the existing multifamily uses that are located west of the site. Parcel A containing a drainage and trail easement, in addition to the existing 225-foot-wide drainage easement located north of the subject site, provides a natural buffer between the proposed multifamily and single-family residential uses located north of the site, in the University Park neighborhood.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 14, 2023 Regular Meeting, voted 6-0 to recommend approval, Commissioner Martinez recused.

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-22-20 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE LAND LOCATED EAST OF THE VILLAGE CIRCLE
CUL-DE-SAC FROM O-1, NEIGHBORHOOD OFFICE DISTRICT
TO R-4, MIXED RESIDENTIAL 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 O-1, Neighborhood Office District to R-4, Mixed Residential District:

BEGINNING at the northwest corner of said Lot 20, thence N70°47'17"E, along the north line of said Lot 20, (Basis of bearings is the southeastern line of the property, monumented on the northeast by No. 5 rebar with a yellow plastic cap, stamped "PLS 6128", flush with grade and on the southwest by No. 5 rebar with a yellow plastic cap, stamped "PLS 6128", 0.2 feet above grade, measured to bear S38°50'09"W, a distance of 883.61 feet), a distance of 94.78 feet, to the northeast corner of said Lot 20; thence N10°16'44"W, along the easterly boundary line of the University Park Subdivision, Filing Number 4, recorded June 10, 1977 as Reception Number 545590 in the records of said Clerk and Recorder, a distance of 60.85 feet, to the southeast corner of Parcel E as described in that Warranty Deed recorded September 6, 1995 as Reception Number 1092326 in the records of said Clerk and Recorder; thence along the south line of said Parcel E, N87°22'43"E, a distance of 485.83 feet, to a point on the northwesterly line of that parcel described as South Parcel in that Quit Claim Deed recorded June 8, 1994 as Reception Number 1047102 in the records of said Clerk and Recorder; thence S38°50'09"W, along said northwesterly line a distance of 883.61 feet, to the westerly corner of said South Parcel; thence N07°30'28"E, along the east boundary line of said University Park Subdivision, Filing Number 17, a distance of 482.31 feet, to the southeast corner of said Lot 20; thence S70°54'51"W, along the south line of said Lot 20, a distance of 36.97 feet, to the southwest corner of said Lot 20; thence N19°12'46"W, along the west line of said Lot 20, a distance of 115.31 feet, to the **POINT OF BEGINNING**.

Containing 162,729 Sq. Ft. or 3.736 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 _____

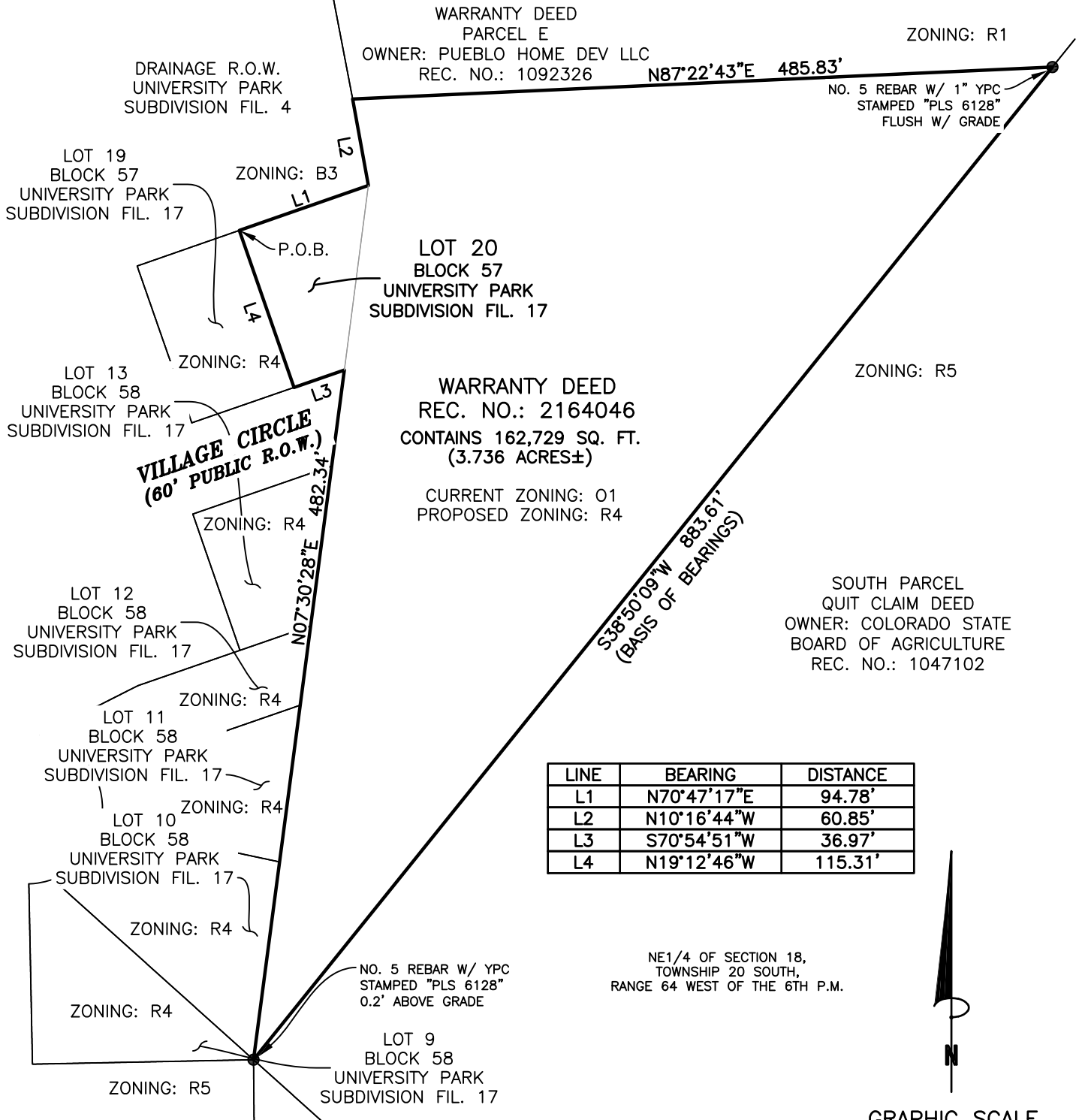
☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

EXHIBIT B ZONING MAP AMENDMENT



NOTE:
This EXHIBIT does not
represent a monumented
land survey, and is only
intended to depict the
attached LEGAL DESCRIPTION.

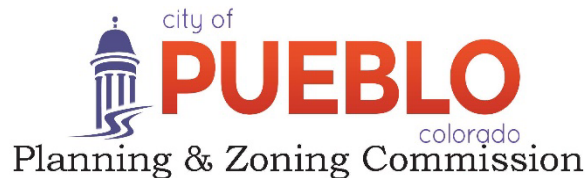
Project No: 200975	Drawn: EJC Check: SLM	Date: 10/21/2020 Sheet 2 of 2
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-Clark-
Land Surveying, Inc.
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarkls.com

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, June 14, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

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, and Sarah Martinez, Christopher Pasternak.

Commissioners Absent: None

Staff Members Present: Trevor Gloss, Assistant City Attorney, Beritt Odom, Principal Planner; Bart Mikitowicz, Senior Planner, and Cindy Capritta, Land Use Technician.

Staff Members Absent: Scott Hobson, Acting Director for Development of Planning and Community Development

APPROVAL OF THE AGENDA: Bailey moved to approve the May 10, 2023, agenda, seconded by, Avalos.

Motion Passed: 7-0

REGULAR AGENDA:

Public Hearing:

4. Z-22-20 Rezone: Rezone approximately 3.74 acres from 0-1, Neighborhood Office District to R-4, Mixed Residential District, located east of the Village Circle terminus. Staff report by Beritt Odom, Principal Planner.

Public Hearing: Applicant, John Chrisman was sworn in and spoke in favor of the application. Speaking in opposition and sworn in were Shawn Morgan, Cindy Gradishar and Kelsey Herman.

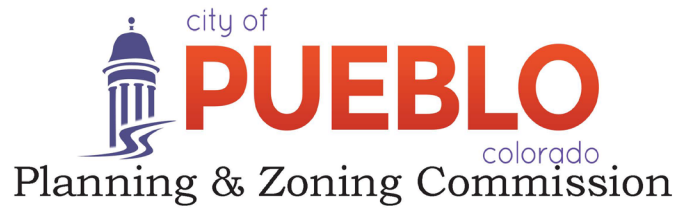
Commission Action: Bailey moved to recommend the application contingent on passage of items 5 and 6, seconded by Spinuzzi.

Motion Passed: 6-0, Martinez recused

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-22-20

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: June 14, 2023

SUBJECT: Rezone from O-1, Neighborhood Office District, to R-4, Mixed Residential District.

APPLICANT: John Chrisman, Chrisman Engineering

PROPERTY OWNER: Tom Black, UPARK APT, LLC

LOCATION: 3.736 acres generally located east of the Village Cir. terminus.

CONCURRENT REQUESTS: S-22-14, DFB Subdivision, A Special Area Plan
SAP-23-01, DFB Subdivision, A Special Area Plan

REQUEST:

The applicant is requesting to rezone 3.736-acres of land located east of the Village Circle cul-de-sac, from O-1, Neighborhood Office District to R-4, Mixed Residential District.

BACKGROUND AND ANALYSIS:

The applicant is requesting to rezone to a R-4 Zone District to facilitate development of multifamily residential units on four large lots. The applicant is requesting to reduce the front and rear-yard setbacks through a Special Area Plan. The proposed front setback will be 20-feet instead of the required 25-feet. The proposed rear-yard setback will be five feet instead of the required 15-feet.

Multifamily residential uses are permitted uses in the R-4 Mixed Residential District. Dwelling unit structures that contain three to five dwelling units require a minimum of 1,500 square feet of lot area per dwelling unit. Residential structures with six or more dwelling units require 8,000 square feet of lot area or 1,000 square feet of lot area per dwelling unit, whichever is greater. Twenty percent of each lot must provide landscaped open space for the residents.

The proposed subdivision includes four large lots: Lot 1-17,607 sq. ft.; Lot 2-17,075 sq. ft.; Lot 3-28,269 sq. ft.; and Lot 4-49,819 sq. ft., collectively totaling 112,770 sq. ft. within an overall net site development area of 129,373.2 sq. ft. (2.97 acres).

The Special Area Plan contains a proposed total of 36 dwelling units on the four lots. Based on the R-4 zone district requirement of 1,500 sq. ft. of lot area per dwelling unit for buildings with 3-5 dwelling units, the four lots could be developed with a maximum of 86 dwelling units. The proposed 36 dwelling units is 50 dwelling units fewer than the land area could potentially support with buildings containing three to five dwelling units.

LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY

Site Character: The site is currently unimproved prairie grasses with a 10-foot concrete trail that runs, east and west, the length of the northern portion of the subdivision. The 10-foot concrete trail also runs north and south through the eastern portion of the subdivision and adjacent to the proposed Winecup Drive.

Neighborhood Compatibility:	North	R-1, Single-Family Residential, undeveloped
	East	R-5, Mixed Residential and Office District, undeveloped
	South	R-5, Mixed Residential and Office District, undeveloped
	West	R-4, Mixed Residential District, developed with four-plex and duplex residential structures

Comprehensive Plan: The area to be rezoned is designated as Suburban “Residential by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types. New neighborhoods should be designed with a mix of housing types and pedestrian and bicycle connectivity should be provided within and between neighborhoods. The recommended density for Suburban Neighborhoods is two or five units per acre.

The proposed multifamily development with four multifamily residential lots provides a mixture of housing types as promoted by the Comprehensive Plan; however, the proposed 36 dwelling units equals a gross density of approximately 7.75 units per acre, which exceeds the maximum recommended density. Additionally, the proposed lots provide enough lot area, as required by the R-4 Zone District, to accommodate up to 112 residential units, resulting in 24-units per acre. The Special Area Plan sets a maximum of 86 residential units resulting in a possible gross density of 18.49 units per acre.

The development site is in the “Amended University Park Master Plan,” which was approved in January 1987. The plan indicates commercial uses to be developed to the west of the site; however, multifamily and duplex units were actually developed. The land use portion of the master plan does not state what uses are most appropriate for the subject property. On

February 23, 1987 the subject property was rezoned to O-1. The staff findings indicated that the Pueblo Comprehensive Plan designated the area as “Urban Residential,” which provides areas of higher density residential. The staff report’s findings concluded that the rezoning was in compliance with the Comprehensive Plan. The O-1 rezoning was proposed to serve as a buffer between the commercial uses located south of the subject property and the single-family residences located in the University Park development north of the property. The office uses were never developed on subject property. The proposed multifamily residential uses would be an extension of the existing multifamily uses that are located west of the site. Parcel A containing a drainage and trail easement, in addition to the existing 225-foot-wide drainage easement located north of the subject site, provides a natural buffer between the proposed multifamily and single-family residential uses located north of the site, in the University Park neighborhood. The master planning of this site has been amended multiple times and it appears that the approved development in the area has not strictly followed the approved master plan nor the Pueblo Regional Comprehensive Plan.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

- ☐ Comments The rezoning and future development of multifamily housing furthers the Regional Comprehensive Plan Goal of providing a mixture of housing types and attainable housing. According to the plan, rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs at a price they can afford.

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

- ☐ Comments Not Applicable

3) Show that there was a mistake or error made in the original zoning of the property.

- ☐ Comments Not Applicable

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

- ☐ Comments The application contains the required information.

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

- ☐ Comments The application contains the required information

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- Comments The application contains the required information

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

- Comments According to the applicant, “the existing properties along Village Circle to the west of the property are duplex and four-plex residences. The rezoning would allow further multi-family development in the area, as opposed to neighborhood office uses. The proposed use is consistent with the surrounding area and would not adversely impact the neighboring properties.

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 According to the applicant, “the proposed subdivision of the property would create 5 multi-family lots (revised to only include 4 lots) that would include off-street parking, landscaping and common areas for the building tenants. The construction would be similar to the four-plex units that are currently locate to the west along Village Circle.”

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 not provided. The extension of Village Circle and Winecup Drive will provide access and circulation within the development site.

A statement of the proposed time schedule for beginning and completion of development.

- Comments The application states project construction will start in 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 According to the application, “the owner has been developing residential and commercial properties in Pueblo for over 35 years and has an established track record for completing attractive projects in a timely manner. The local rental market is thriving and with proximity to Colorado State University-Pueblo, faculty and students are the primary tenants.”

RECOMMENDED ACTION:

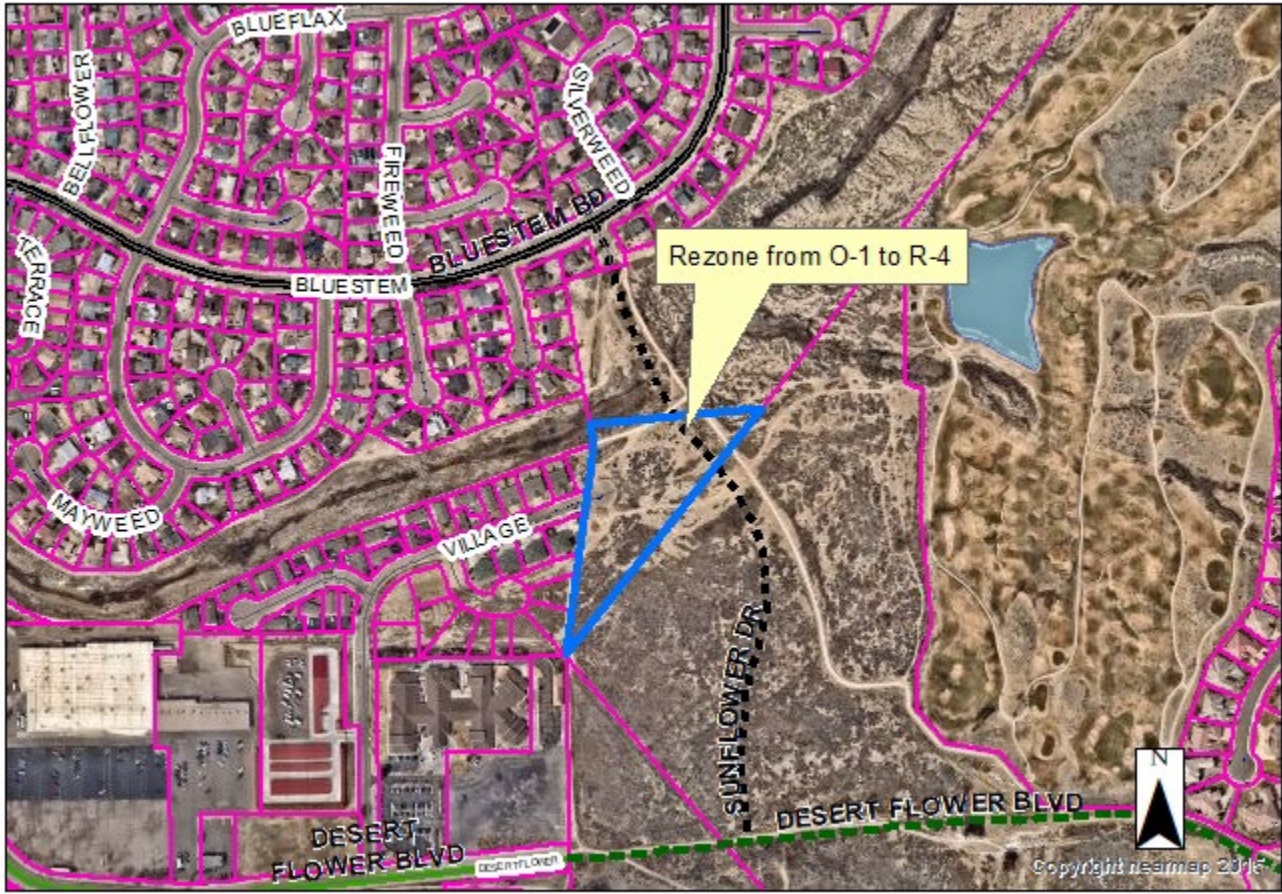
If the Planning and Zoning Commission finds the rezoning request furthers the goals and objectives of the Comprehensive Plan, a recommendation of approval to City Council is appropriate.

REFERRAL AGENCIES AND COMMENTS:

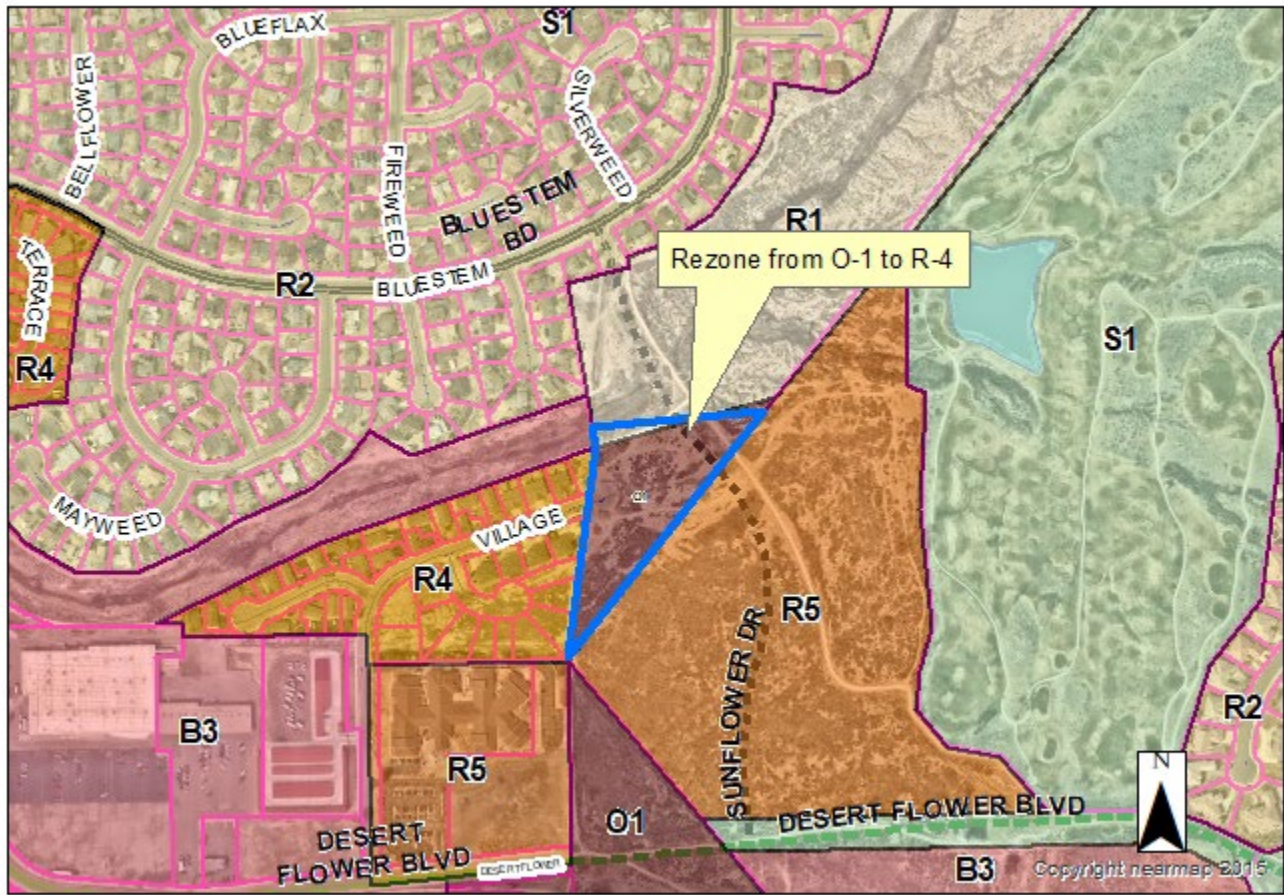
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

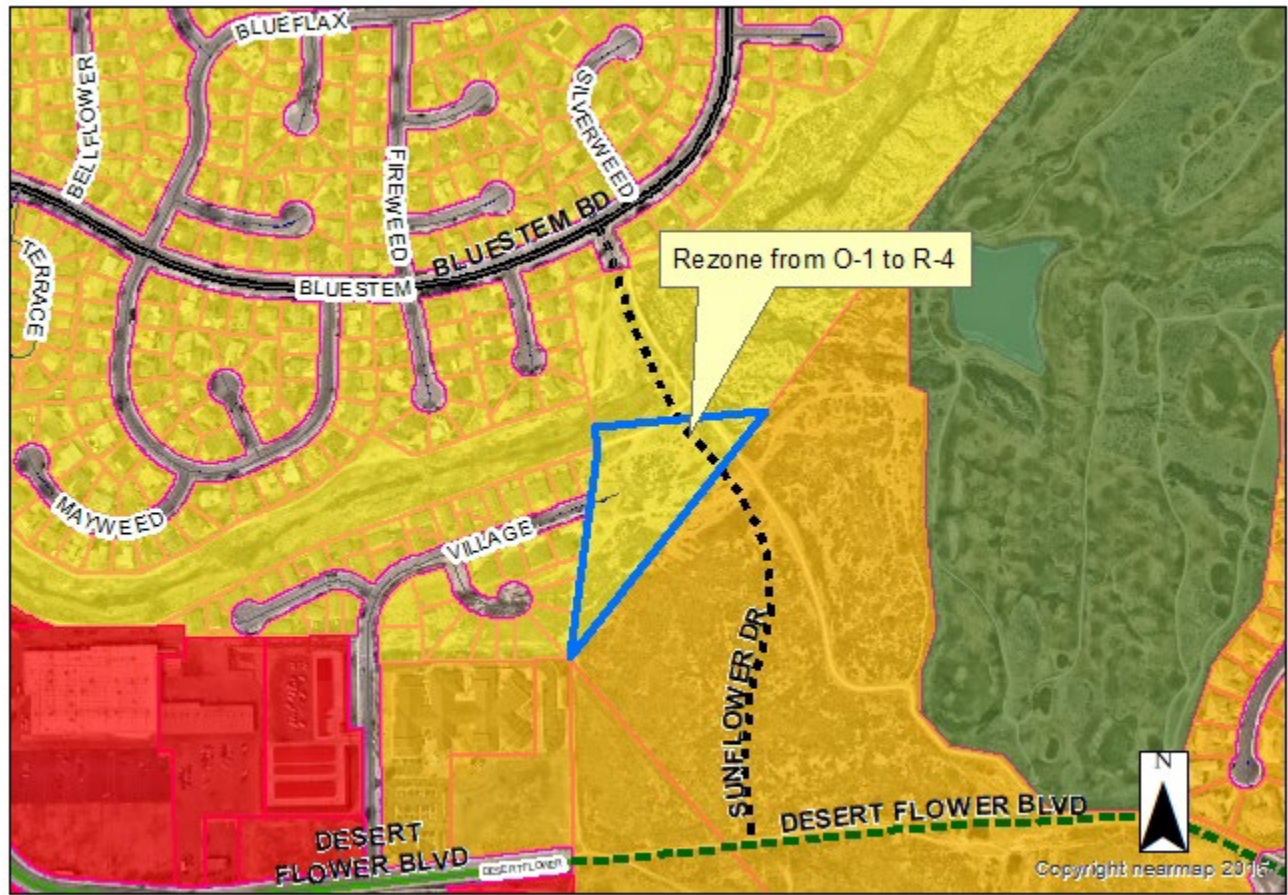
- A. Aerial Photograph**
- B. Zoning Map**
- C. Comprehensive Plan Map**
- D. Site Photographs**
- E. Zoning Exhibit**



A. Aerial Photograph



B. Zoning



C. Comprehensive Plan



D. Site Photo, Public Notice



View looking north from Village Cir. cul-de-sac



View of the subdivision site looking south from the Village Cir. cul-de-sac.

Planning & Zoning Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: TOM BLACK	
Company: LE MOUTON NOIR, LLC UPARK APT, LLC	
Address: 925 W. KENYON AVENUE, STE 2, ENGLEWOOD, CO	Zip: 80110
Phone: () (719) 544-2732	Email: tom@feketehomes.com
Applicant	
Name: SAME AS OWNER	
Company:	
Address:	Zip:
Phone: ()	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
Name: JOHN D. CHRISMAN, P.E.	
Company: CHRISMAN ENGINEERING, INC.	
Address: P.O. BOX 8564	Zip: 81008
Phone: () (719) 924-0012	Email: john@chrismanengineering.com
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: East end of Village Circle, north of Desert Flower Boulevard (address or general description)	
Parcel# 418100008	
Legal Description: see attached	
Subdivision: pending - D F B Subdivision	Acreage: 3.74
Existing Zone District: O-1	Proposed Zone District: R-4

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.

The existing properties along Village Circle to the west of the property are duplex and four-plex residences. The rezoning would allow further multi-family development in the area, as opposed to neighbor office uses. The proposed use is consistent with the surrounding area would not adversely impact the neighboring properties.

Description of area surrounding proposed development:

The property to the west (R-4) consists of duplex and four-plex residential units, the property to the southwest (R-5) is a nursing home, the properties to the south, east and north are currently undeveloped and are zoned O-1, R-5 and R-1.

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

The proposed subdivision of the property would create 5 multi-family lots that would include off-street parking, landscaping and common areas for the building tenants. The construction would be similar to the four-plex units that are currently located to the west along Village Circle.

- ☐ 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: The dwelling units would be constructed in phases over the next several years

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

The owner has been developing residential and commercial properties in Pueblo for over 35 years and has an established track record for completing attractive projects in a timely manner. The local rental market is thriving and with proximity to Colorado State University - Pueblo, faculty and students are the primary tenants.

- ☐ 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:

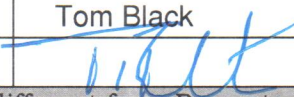
1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

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:	Tom Black	
Signature:		Date: November 7, 2022

Applicant, if different from Property Owner

Print Name:	SAME	
Signature:		Date:

EXHIBIT A
ZONING MAP AMENDMENT

October 21, 2020

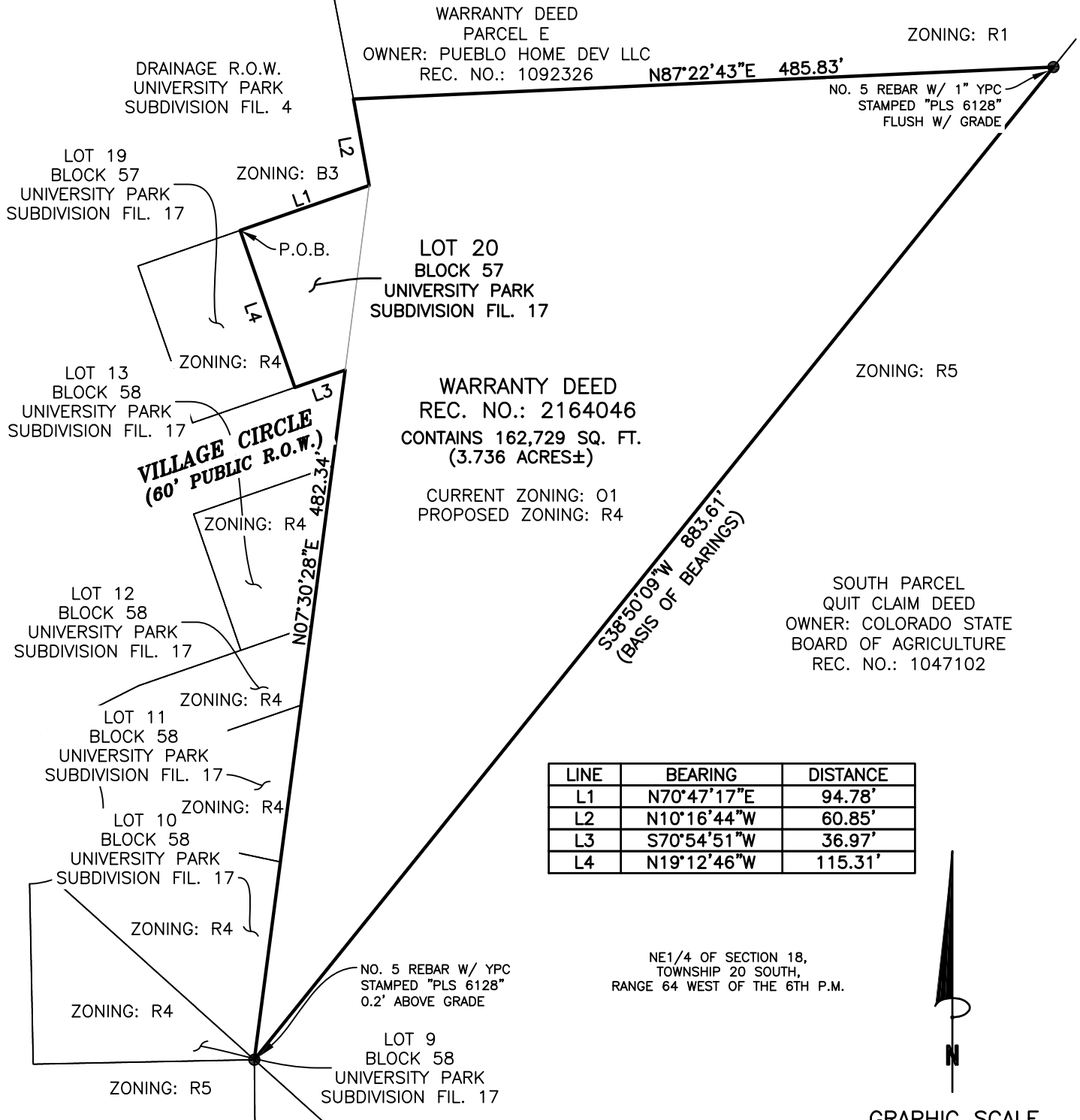
The parcel described in that Warranty Deed, recorded December 26, 2019 as Reception Number 2164046, along with Lot 20, Block 57, University Park Subdivision, Filing Number 17, recorded May 10, 1988 as Reception Number 888926, both in the records of the Pueblo County Clerk and Recorder, Colorado, lying in the Northeast 1/4 of Section 18, Township 20 South, Range 64 West of the Sixth Principle Meridian, being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 20, thence N70°47'17"E, along the north line of said Lot 20, (Basis of bearings is the southeastern line of the property, monumented on the northeast by No. 5 rebar with a yellow plastic cap, stamped "PLS 6128", flush with grade and on the southwest by No. 5 rebar with a yellow plastic cap, stamped "PLS 6128", 0.2 feet above grade, measured to bear S38°50'09"W, a distance of 883.61 feet), a distance of 94.78 feet, to the northeast corner of said Lot 20; thence N10°16'44"W, along the easterly boundary line of the University Park Subdivision, Filing Number 4, recorded June 10, 1977 as Reception Number 545590 in the records of said Clerk and Recorder, a distance of 60.85 feet, to the southeast corner of Parcel E as described in that Warranty Deed recorded September 6, 1995 as Reception Number 1092326 in the records of said Clerk and Recorder; thence along the south line of said Parcel E, N87°22'43"E, a distance of 485.83 feet, to a point on the northwesterly line of that parcel described as South Parcel in that Quit Claim Deed recorded June 8, 1994 as Reception Number 1047102 in the records of said Clerk and Recorder; thence S38°50'09"W, along said northwesterly line a distance of 883.61 feet, to the westerly corner of said South Parcel; thence N07°30'28"E, along the east boundary line of said University Park Subdivision, Filing Number 17, a distance of 482.31 feet, to the southeast corner of said Lot 20; thence S70°54'51"W, along the south line of said Lot 20, a distance of 36.97 feet, to the southwest corner of said Lot 20; thence N19°12'46"W, along the west line of said Lot 20, a distance of 115.31 feet, to the **POINT OF BEGINNING**.

Containing 162,729 Sq. Ft. or 3.736 acres, more or less.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

EXHIBIT B ZONING MAP AMENDMENT



NOTE:
This EXHIBIT does not
represent a monumented
land survey, and is only
intended to depict the
attached LEGAL DESCRIPTION.

Project No: 200975	Drawn: EJC Check: SLM	Date: 10/21/2020 Sheet 2 of 2
-----------------------	--------------------------	----------------------------------

-Clark-
Land Surveying, Inc.
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarkls.com

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **John Chrisman, for Le Mouton Noir LLC** for approval of the following application(s):

Z-22-20 Rezoning: Rezone approximately 3.74 acres from O-1, Neighborhood Office District to R-4, Mixed Residential District. Generally located east of the Village Cir. Terminus.
S-22-14 Subdivision and SAP-23-01: DFB Subdivision, subdivision of 3.736 acres into five multifamily residential lots. Generally located east of the Village Cir. Terminus.

The Planning and Zoning Commission meeting will be held on June 14, 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
Beritt Odom, Principal Planner
(719) 553-2339

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Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER Z-22-20

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at East end of Village Circle, north of Desert Flower Boulevard 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.

May 30, 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.

May 30, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Own
UPARK APT LLC	1307 FORTINO BLVD STE D	PUEBLO	CO
FEKETE HOMES INC	1307 FORTINO BLVD STE D	PUEBLO	CO
WALKING STICK 5 LLC	14185 W 7TH AVE	GOLDEN	CO
PUEBLO HOME DEV CO LLC + C/O BARBAR	1825 N GRAND AVE	PUEBLO	CO
COLORADO STATE BOARD OF AG + ATTN:	2200 BONFORTE BLVD	PUEBLO	CO
JAGD SUSAN M + JAGD ALLAN R	3 WOODSORREL CT	PUEBLO	CO
PUEBLO MEDICAL INVESTORS LTD + C/O L	3001 KEITH ST NW	CLEVELAND	TN
UNIVERSITY PARK REAL ESTATE + INVESTC	3001 KEITH ST NW	CLEVELAND	TN
PRESS PROPERTIES LLC + C/O MARK SWAN	345 STEELE ST	DENVER	CO
GOLDEN RULE PROPERTIES	36038 SOUTH RD	PUEBLO	CO
MORGAN SHAWN M/CRUZ PAULETTE F	4 WOODSORREL CT	PUEBLO	CO
ATKINSON TRACY	4429 PORTA FINA DR	PUEBLO	CO
COZZOLINO KEVIN P/COZZOLINO DEANN	5 WOODSORREL CT	PUEBLO	CO
GRADISHAR CINDY ANN	6 WOODSORREL CT	PUEBLO	CO
HAASE BRUCE JR	7 FIREWEED CT	PUEBLO	CO
CHOSICH MICHAEL/CHOSICH GRETA SUE	7 WOODSORREL CT	PUEBLO	CO
BURGESS RICHARD JOHN / SPINUZZI P	8 FIREWOOD CT	PUEBLO	CO
ZINANTI MARK M/ZINANTI JEHAN L	8 WOODSORREL CT	PUEBLO	CO
UNIVERSITY VILLAGE PARTNERSHIP	814 VILLAGE CT APT A	PUEBLO	CO
UPARK APT, LLC	925 W KENYON AVE STE 2	ENGLEWOOD	CO
BUSTOS ROBERT B /ORTIZ BUSTOS LOR	941 VILLAGE CIR APT A	PUEBLO	CO

OwnerZip

81008-2032

81008-2032

80401-4508

81003-2634

81001-4901

81001-1120

37312-3713

37312-3713

80206-4414

81006-9343

81001-1120

81001-1096

81001-1120

81001-1120

81001-1111

81001-1120

81001

81001-1120

81001-5117

80110-3471

81001-1183



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 24, 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 DFB SUBDIVISION, A SPECIAL AREA PLAN

SUMMARY:

The applicant is requesting to subdivide 4.64-acres into four multifamily residential lots, a trail utility, drainage, and access parcel and a non-buildable parcel.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to rezone 3.736-acres of land located east of the Village Circle cul-de-sac from O-1 to R-4 (Z-22-20) and is also requesting to create a Special Area Plan (SAP-23-01).

The City staff has submitted an Ordinance for final reading on July 24, 2023 requesting to change the name of Sunflower Drive to Winecup Drive (SNC 23-01). This street will connect from Bluestem Boulevard within the University Park neighborhood to the proposed subdivision.

BACKGROUND:

The subject property is located east of the Village Circle terminus. The land is unimproved and not previously subdivided. The applicant is requesting to subdivide the land into four large lots to facilitate development of multifamily residential structures. The applicant is requesting reduced rear and front yard setbacks for each of the four lots, requiring a Special Area Plan. The rear-yard setbacks are proposed to be reduced from 15-feet to five feet and the front yard setbacks from 25- feet to 20-feet. The subdivision also includes two parcels; Parcel A, which is dedicated for the use of trails, public utilities, drainage, access and as an erosion zone/no build area to be owned and maintained by the City of Pueblo. Parcel B is a non-buildable triangular parcel located in the easternmost portion of the subdivision. DFB Subdivision extends Village Circle Drive to the east where it will intersect with Winecup Drive (formerly Sunflower Drive). Winecup Drive extends north to intersect with Bluestem Boulevard. The extensions of

Village Circle Drive and Bluestem Boulevard conform with the PACOG Long Range Transportation Plan and are identified as roadway connections in the 1987 Amended University Park Master Plan.

The area to be subdivided is designated as Suburban “Residential by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types. New neighborhoods should be designed with a mix of housing types and pedestrian and bicycle connectivity should be provided within and between neighborhoods. Supporting land uses can include accessory dwelling units, single-family attached homes, duplexes, and townhouses. The recommended density for Suburban Neighborhoods is two or five units per acre.

The proposed multifamily development with four multifamily residential lots provides a mixture of housing types as promoted by the Comprehensive Plan; however, the proposed 36 dwelling units equals a gross density of approximately 7.75 units per acre, which exceeds the maximum recommended density. Additionally, the proposed lots provide enough lot area, as required by the R-4 Zone District, to accommodate up to 112 residential units, resulting in 24-units per acre. The Special Area Plan sets a maximum of 86 residential units resulting in a possible gross density of 18.49 units per acre.

The property is included within the “Amended University Park Master Plan,” which was approved in January 1987. The plan indicates commercial uses to be developed to the west of the site; however, multifamily and duplex units were actually developed. The land use portion of the master plan does not state what uses are most appropriate for the subject property. On February 23, 1987 the subject property was rezoned to O-1. The staff findings indicated that the Pueblo Comprehensive Plan designated the area as “Urban Residential,” which provides areas of higher density residential. The staff report’s findings concluded that the rezoning was in compliance with the Comprehensive Plan. The O-1 rezoning was proposed to serve as a buffer between the commercial uses located south of the subject property and the single-family residences located in the University Park development north of the property. The office uses were never developed on subject property. The proposed multifamily residential uses would be an extension of the existing multifamily uses that are located west of the site. Parcel A containing a drainage and trail easement, in addition to the existing 225-foot-wide drainage easement located north of the subject site, provides a natural buffer between the proposed multifamily and single-family residential uses located north of the site, in the University Park neighborhood.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 14, 2023 Regular Meeting, voted 5-1 to recommend approval, Commissioner Martinez recused.

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-22-14 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE DFB SUBDIVISION, A SPECIAL AREA PLAN

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

SECTION 1.

The final plat of the DFB Subdivision, a Special Area Plan being a subdivision of land legally described as:

BEGINNING at the northwest corner of said Lot 20, thence N70°47'17"E, along the north line of said Lot 20, (Basis of bearings is the southeastern line of the property, monumented on the northeast by No. 5 rebar with a yellow plastic cap, stamped "PLS 6128", flush with grade and on the southwest by No. 5 rebar with a yellow plastic cap, stamped "PLS 6128", 0.2 feet above grade, measured to bear S38°50'09"W, a distance of 883.61 feet), a distance of 94.78 feet, to the northeast corner of said Lot 20; thence N10°16'44"W, along the easterly boundary line of the University Park Subdivision, Filing Number 4, recorded June 10, 1977 as Reception Number 545590 in the records of said Clerk and Recorder, a distance of 60.85 feet, to the southeast corner of Parcel E as described in that Warranty Deed recorded September 6, 1995 as Reception Number 1092326 in the records of said Clerk and Recorder; thence along the south line of said Parcel E, N87°22'43"E, a distance of 485.83 feet, to a point on the northwesterly line of that parcel described as South Parcel in that Quit Claim Deed recorded June 8, 1994 as Reception Number 1047102 in the records of said Clerk and Recorder; thence S38°50'09"W, along said northwesterly line a distance of 883.61 feet, to the westerly corner of said South Parcel; thence N07°30'28"E, along the east boundary line of said University Park Subdivision, Filing Number 17, a distance of 482.31 feet, to the southeast corner of said Lot 20; thence S70°54'51"W, along the south line of said Lot 20, a distance of 36.97 feet, to the southwest corner of said Lot 20; thence N19°12'46"W, along the west line of said Lot 20, a distance of 115.31 feet, to the **POINT OF BEGINNING**.

Containing 162,729 Sq. Ft. or 3.736 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 and to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described herein.

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

A RE-SUBDIVISION OF LOT 20, BLOCK 57, UNIVERSITY PARK SUBDIVISION, 17TH FILING, A SPECIAL AREA PLAN
THE PARCEL AS DESCRIBED IN WARRANTY DEED RECORDED UNDER REC. NO. 2164046,
AND A PORTION OF THE PARCEL AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED UNDER REC. NO. 1092326,
LYING WITHIN THE NE 1/4 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
CITY AND COUNTY OF PUEBLO, STATE OF COLORADO



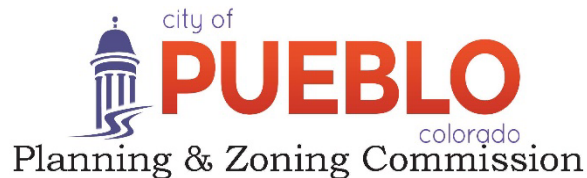
Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the

Clark
Land Surveying, Inc.
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarkis.com

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, June 14, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

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, and Sarah Martinez, Christopher Pasternak.

Commissioners Absent: None

Staff Members Present: Trevor Gloss, Assistant City Attorney, Beritt Odom, Principal Planner; Bart Mikitowicz, Senior Planner, and Cindy Capritta, Land Use Technician.

Staff Members Absent: Scott Hobson, Acting Director for Development of Planning and Community Development

APPROVAL OF THE AGENDA: Bailey moved to approve the May 10, 2023, agenda, seconded by, Avalos.

Motion Passed: 7-0

REGULAR AGENDA:

Public Hearing:

5. S-22-14 Subdivision: DFB Subdivision, A Special Area Plan, subdivision of 4.64 acres into four multifamily residential lots. Generally located east of the Village Circle terminus. Staff report by Principal Planner Beritt, Odom.

Public Hearing: Applicant, John Chrisman spoke in favor of the application. Speaking in opposition and sworn in was Greta Chosich, Cindy Gradishar and Kelsey Herman.

Commission Action: Bailey moved to recommend the application with staff conditions 1-4, seconded by Aznar.

Motion Passed: 5-1, Martinez recused



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-22-14 DFB Subdivision

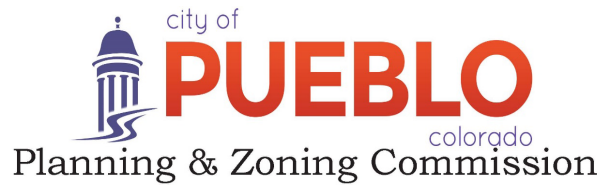
DATE: July 12, 2023

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-22-14

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: June 14, 2023

SUBJECT: DFB Subdivision, A Special Area Plan

APPLICANT: John Chrisman, Chrisman Engineering

PROPERTY OWNER: UPARK APT. LLC

LOCATION: Generally located east of the Village Circle terminus

EXISTING ZONE: O-1, Neighborhood Office District
Proposed R-4, Mixed Residential District

CONCURRENT REQUESTS: Z-22-20, Rezone from O-1, Neighborhood Office District to R-4, Mixed Residential District.
SAP-23-01 DFB Subdivision Special Area Plan

REQUEST:

The applicant is requesting to subdivide 4.64 acres into four multifamily residential lots, a trail utility, drainage, and access parcel and a non-buildable parcel.

BACKGROUND AND ANALYSIS:

The subject property is located east of the Village Circle terminus. The land is unimproved and not previously subdivided. The applicant is requesting to subdivide the land into four large lots to facilitate development of multifamily residential structures. The applicant is requesting reduced rear and front yard setbacks for each of the four lots, requiring a Special Area Plan. The rear-yard setbacks are proposed to be reduced from 15-feet to five feet and the front yard setbacks from 25-feet to 20-feet. The subdivision also includes two parcels; Parcel A, which is dedicated for the use of trails, public utilities, drainage, access and as an erosion zone/no build area to be owned and maintained by the City of Pueblo. Parcel B is a non-buildable triangular parcel located in the easternmost portion of the subdivision.

DFB Subdivision extends Village Circle Drive to the east where it will intersect with Winecup Drive (formerly Sunflower Dr.). Winecup Drive extends north to intersect with Bluestem Blvd. The extensions of Village Circle Drive and Bluestem Blvd. conform with the PACOG Long Range Transportation Plan and are identified as roadway connections in the 1987 Amended University Park Master Plan.

APPLICABLE REGULATIONS:

Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, June 7, 2023.
Plat Deficiencies:	None
Conditions of Approval (all conditions must be addressed prior to City Council review):	1. Show the existing five-foot utility easement and 10-foot-wide trail easement extending from the western boundary of Parcel A, through Lot 1, west along the northern property line to the western most property line of Lot 1, encompassing the existing improved trail. 2. Remove Parcel references associated with previously dedicated Drainage and Trail Easements, as shown in the attached redlined DFB Subdivision, A Special Area Plan. 3. Amend subtitle to reference University Park Subdivision, 17th Filing, A Special Area Plan 4. If the proposed Street Name Change of Sunflower Drive to Winecup Drive is not recommended for approval to City Council or not approved by City Council, the applicant must propose a new street name for the north/south street. The street name must be approved by City staff and PRBD before recording.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

- ❑ The site is currently unimproved prairie grasses with a 10-foot concrete trail that runs, east and west, the length of the northern portion of the subdivision. The 10-foot concrete trail also runs north and south through the eastern portion of the subdivision and adjacent to the proposed Winecup Drive. These trail segments are part of the trail system that connects Fountain Creek to Colorado State University-Pueblo and provides a connection from the University Park residential neighborhoods.

❑ **Neighborhood Compatibility:**

North	R-1, Single-Family Residential, undeveloped
East	R-5, Mixed Residential and Office District, undeveloped
South	R-5, Mixed Residential and Office District, undeveloped
West	R-4, Mixed Residential District, developed with four-plex and duplex residential structures.

❑ **Comprehensive Plan Compliance:**

The area to be rezoned is designated as Suburban “Residential by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types. New neighborhoods should be designed with a mix of housing types and pedestrian and bicycle connectivity should be provided within and between neighborhoods. The recommended density for Suburban Neighborhoods is two or five units per acre.

The proposed multifamily development with four multifamily residential lots provides a mixture of housing types as promoted by the Comprehensive Plan; however, the proposed 36 dwelling units equals

a gross density of approximately 7.75 units per acre, which exceeds the maximum recommended density. Additionally, the proposed lots provide enough lot area, as required by the R-4 Zone District, to accommodate up to 112 residential units, resulting in 24-units per acre. The Special Area Plan sets a maximum of 86 residential units resulting in a possible gross density of 18.49 units per acre.

The development site is in the “Amended University Park Master Plan,” which was approved in January 1987. The plan indicates commercial uses to be developed to the west of the site; however, multifamily and duplex units were actually developed. The land use portion of the master plan does not state what uses are most appropriate for the subject property. On February 23, 1987 the subject property was rezoned to O-1. The staff findings indicated that the Pueblo Comprehensive Plan designated the area as “Urban Residential,” which provides areas of higher density residential. The staff report’s findings concluded that the rezoning was in compliance with the Comprehensive Plan. The O-1 rezoning was proposed to serve as a buffer between the commercial uses located south of the subject property and the single-family residences located in the University Park development north of the property. The office uses were never developed on subject property. The proposed multifamily residential uses would be an extension of the existing multifamily uses that are located west of the site. Parcel A containing a drainage and trail easement, in addition to the existing 225-foot-wide drainage easement located north of the subject site, provides a natural buffer between the proposed multifamily and single-family residential uses located north of the site. The master planning of this site has been amended multiple times and it appears that the approved development in the area has not strictly followed the approved master plan nor the Pueblo Regional Comprehensive Plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

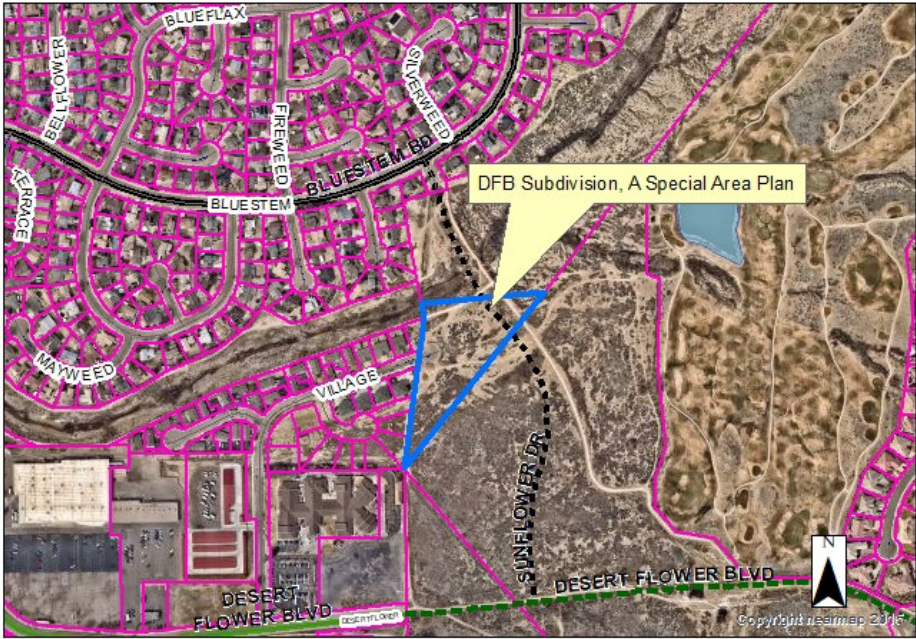
- All lots exceed the 8,000 square foot minimum lot area for R-4 multifamily residential.

REFERRAL AGENCIES AND COMMENTS:

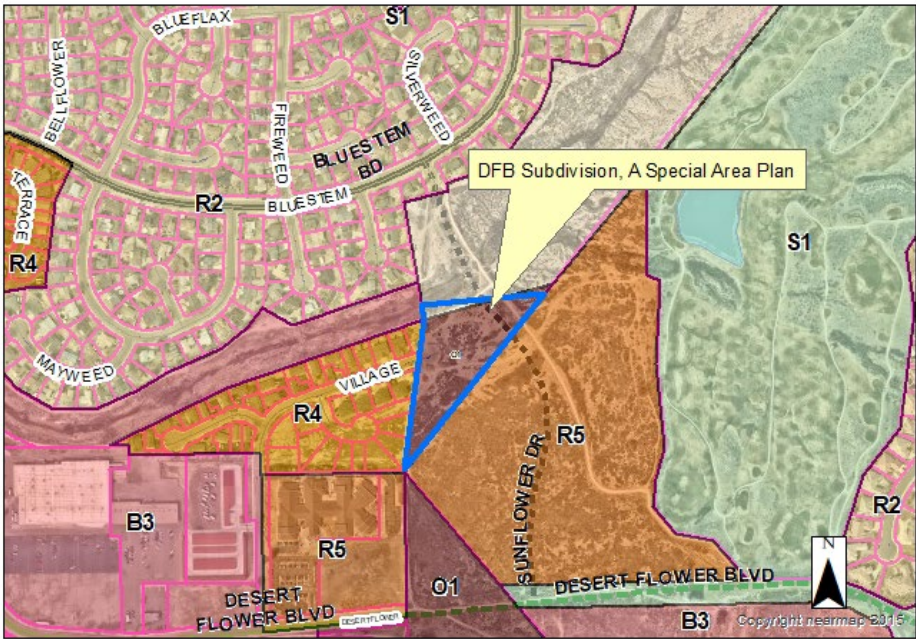
- City Public Works: Comments included in conditions
- City Transportation: No comment
- Pueblo Regional Building Department: No comment
- City Fire Department: No comment
- Pueblo Board of Water Works: No comment
- City Wastewater: No comment
- City Stormwater: No comment
- City Parks and Recreation Department: Comments included in conditions
- City GIS: No comment
- Xcel Energy: No comment
- Black Hills Energy: No comment
- CDOT: No comment
- Pueblo Board of Water Works: No comment

ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. SRC Memo, June 7, 2023
- E. Subdivision (redlined)
- F. Amended University Park Master Plan, 1987
- G. Trail Exhibit



A. Aerial Photograph



B. Zoning Map

Attachment D. Site Photos



View looking north from the Village Cir. cul-de-sac.



View of the subdivision site looking south from the Village Cir. cul-de-sac.

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: June 7, 2023

Subject: S-22-14 and SAP-23-01 DFB Subdivision, A Special Area Plan

S-22-14 DFB, 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:	None
Request for Deferred Filings	The applicant submitted a request for deferred filings
Plat Deficiencies:	None
Conditions of Approval (all conditions must be addressed prior to City Council review):	1. Show the existing five-foot utility easement and 10-foot-wide trail easement extending from the western boundary of Parcel A, through Lot 1, west along the northern property line to the western most property line of Lot 1, encompassing the existing improved trail. Please refer to Attachment G, Trail Exhibit 2. Remove Parcel references associated with previously dedicated Drainage Easements as shown in the attached redlined DFB Subdivision, A Special Area Plan. 3. Amend subtitle to reference University Park Subdivision, 17th Filing, A Special Area Plan 4. If the proposed Street Name Change of Sunflower Drive to Winecup Drive is not recommended for approval to City Council or not approved by City Council, the applicant must propose a new street name for the north/south street. The street name must be approved by City staff and PRBD before recording.

SAP-23-01 DFB Subdivision, 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 condition. The condition must be addressed prior to City Council review and approval:

Conditions of Approval:	Include a note on the Special Area Plan plat that a 6-foot-tall opaque fence will be constructed along the northern property lines of Lots 1 and 2.
--------------------------------	---

SUBDIVISION APPLICATION**Attachments: Subdivision Submittal Checklist - Part I** ☒**Subdivision Submittal Checklist - Part II** ☐

DATE OF APPLICATION: NOVEMBER 7, 2022		
SUBDIVISION NAME: D F B SUBDIVISION		
PROPERTY OWNER: LE MOUTON NOIR, LLC UPARK APT, LLC		
ADDRESS: 925 W. KENYON AVENUE, SUITE 2, ENGLEWOOD, COLORADO 80110		
TELEPHONE: (719) 544-2732	FAX:	E-MAIL: tom@feketehomes.com
SUBDIVIDER (if different than property owner): SAME AS OWNER		
ADDRESS:		
TELEPHONE:	FAX:	E-MAIL:
ENGINEERING FIRM: CHRISMAN ENGINEERING, INC.		
ADDRESS: P.O. BOX 8564, PUEBLO, COLORADO 81008		
TELEPHONE: (719) 924-0012	FAX:	E-MAIL: john@chrismanengineering.com
PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE: JOHN D. CHRISMAN, P.E.		P.E. # 33838
SURVEYING FIRM: CLARK LAND SURVEYING, INC.		
ADDRESS: 177 S. TIFFANY DRIVE, PUEBLO WEST, COLORADO 81007		
TELEPHONE: (719) 633-8533	FAX:	E-MAIL: stewart@clarkls.com
PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE: STEWART L. MAPES, JR., PLS		P.L.S. # 38245

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

DFB SUBDIVISION, A SPECIAL AREA PLAN

A RE-SUBDIVISION OF LOT 20, BLOCK 57, UNIVERSITY PARK SUBDIVISION,
THE PARCEL AS DESCRIBED IN WARRANTY DEED RECORDED UNDER REC. NO. 2164046,
AND A PORTION OF THE PARCEL AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED UNDER REC. NO. 1092326,
LYING WITHIN THE NE 1/4 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
CITY AND COUNTY OF PUEBLO, STATE OF COLORADO

DEDICATION:

Know all men by these presents:
UPARK APT, LLC, A COLORADO LIMITED LIABILITY COMPANY and PUEBLO HOME DEVELOPMENT COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY being the owners of the following described tracts of land to wit:

Parcel D, Rearrangement of Property Boundaries, Recorded as Reception No. 1281695,
County of Pueblo, State of Colorado, according to the recorded plat thereof;
The Parcel as described in Quit Claim Deed recorded under Reception No. 2298901;
and a portion of the parcel as described in Special Warranty Deed recorded under Reception No. 1092326

A parcel of land in the SE1/4 of the NE1/4 of Section 18, Township 20 South, Range 64 West of the 6th P.M., being more particularly described as follows:

BEGINNING at the southeast corner of Lot 9, Block 58, University Park Subdivision 17th Filing, according to the recorded plat thereof; thence N07°30'28"E, along the east line of said University Park Subdivision 17th Filing, a distance of 482.34 feet to the southeast corner of a Parcel D, Rearrangement of Property Boundaries, Recorded as Reception No. 1281695, of the Official Public Records of Pueblo County, Colorado; thence along the south line of said Parcel D, S70°54'51W, a distance of 36.97 feet to the southwest corner of said Parcel D; thence along the west line of said Parcel D, N19°12'46"W, a distance of 115.31 feet, to the northwest corner of said Parcel D; thence along the north line of said Parcel D, N70°47'17"E, a distance of 94.78 feet; thence N10°16'49"W, along the east line of said University Park Subdivision, 4th Filing, a distance of 60.85 feet; thence N87°13'36" E, a distance of 253.90 feet to the southwest corner of the 80' trail easement and right-of-way, described as Parcel A in Resolution 9539, dated February 8, 2002, of the Official Public Records of the City of Pueblo; thence along the west line of said Parcel A, for the following three (3) courses:

- N36°41'44"W, a distance of 225.65 feet;
- along the arc of a curve to the right, having a radius of 390.00 feet, a central angle of 22°43'57", a distance of 154.74 feet;
- N13°57'47"W, a distance of 100.80 feet,

to a point on the south right-of-way line of Sunflower Drive, as shown on University Park Subdivision 5th Filing, according to the recorded plat thereof; thence along said south right-of-way line, N76°05'13"E, a distance of 80.00 feet, to the northeast corner of said Parcel A; thence along the east line of said Parcel A, for the following three (3) courses:

- S13°57'47"E, a distance of 100.73 feet;
- along the arc of a curve to the left, having a radius of 310.00 feet, a central angle of 22°43'57", a distance of 122.99 feet;
- S36°41'44"E, a distance of 279.76 feet,

thence N87°22'43"E, a distance of 135.35 feet to the West Boundary Line of the University of Southern Colorado; thence S38°44'38"W, along said west line, a distance of 883.99 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 202,116 square feet or 4.640 acres, more or less.

Has caused the foregoing described property to be surveyed, platted and subdivided into lots, blocks and parcels and has shown hereon certain easements for public utilities and pedestrians 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 "DFB SUBDIVISION, A SPECIAL AREA PLAN".

All of the streets and public utility and City easements shown hereon are hereby dedicated to the City for the perpetual use of the public. With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise hereon, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% form the owner(s) of the lots or parcels upon which the easements are located.

All drainage facilities, sanitary sewer facilities, landscaping, and street improvements, including pavements, curbs, gutters, and sidewalks, which are located on easements or parcels shown hereon shall be installed, repaired and maintained in good working order and condition by the owners of all lots within this subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

A formal environmental assessment for this subdivision has not been performed; however, to the best of the undersigned owner(s) knowledge, information, and belief, there are no known hazardous substances present within this subdivision.

Drainage facilities 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.

All of the streets and public utility easements shown hereon are hereby dedicated to the public for perpetual use.

Parcel A is herein dedicated for the use of trails, public utilities, drainage, access, and as an erosion zone/no build area, and is to be owned and maintained by the City of Pueblo.

Parcel B in non-buildable and will be privately owned.

IN WITNESS WHEREOF:

The aforementioned, UPARK APT, LLC, A COLORADO LIMITED LIABILITY COMPANY, has executed this instrument

this _____ day of _____, 20____.

UPARK APT, LLC, A COLORADO LIMITED LIABILITY COMPANY.

By_____

As_____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The above and aforementioned was acknowledged before me this _____ day of _____,

20____, by _____, as _____ for
UPARK APT, LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and seal_____

Address _____

My Commission expires _____

IN WITNESS WHEREOF:

The aforementioned, PUEBLO HOME DEV CO LLC, A COLORADO LIMITED LIABILITY COMPANY, has executed this instrument

this _____ day of _____, 20____.

PUEBLO HOME DEV CO LLC, A COLORADO LIMITED LIABILITY COMPANY

By_____

As_____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The above and aforementioned was acknowledged before me this _____ day of _____,

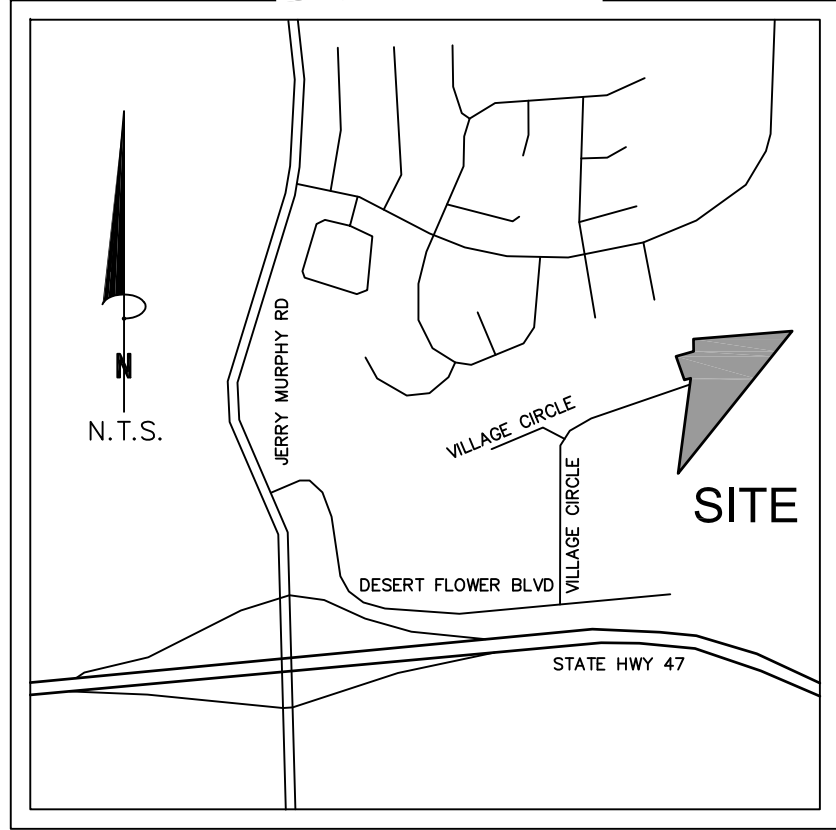
20____, by _____, as _____ for
PUEBLO HOME DEV CO LLC, A COLORADO LIMITED LIABILITY COMPANY.

Witness my hand and seal_____

Address _____

My Commission expires _____

VICINITY MAP



NOTES:

- This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of record, Clark Land Surveying, Inc. relied upon a Title Insurance Policy, prepared by Capstone Title, Commitment No. 222010, effective date November 30, 2022 at 8:00 A.M., and a Property Information Binder, prepared by Old Republic National Title Insurance Company, Policy No. PIB35062898.24559722, dated March 10, 2023.
- Basis of bearings is the south easterly line of the parcel described in that Warranty Deed recorded as Reception Number 2164046 on December 26, 2019 monumented on the northeast by a No. 5 rebar with a 1" yellow plastic cap, stamped "PLS 6128", flush with grade and on the southwest by No. 5 rebar with a 1" yellow plastic cap, stamped "PLS 6128", 0.2' above grade, measured to bear S38°50'09"W, a distance of 883.61 feet.
- The lineal units used in this drawing are U.S. Survey Feet.
- FEDERAL EMERGENCY MANAGEMENT AGENCY, FEMA FIRMeette published October 15, 2020, referencing Flood Insurance Rate Map, Map Number 08101C0512D effective date August 15, 2019, indicates this parcel of land is located in Zone A (Without Base Flood Elevation) and Zone X (Area of minimal flood hazard).
- Field work for this survey was completed on October 12, 2020.

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS:

The DFB Subdivision, A Special Area Plan, is a planned, community consisting of multi-family residential dwellings.

Refer to the:

DECLARATION OF COVENANTS CONDITIONS,
RESRICTIONS AND EASEMENTS FOR DFB SUBDIVISION

Reception No. _____, Dated _____

NOTICE:

Notice is hereby given that acceptance of the platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, parks and other public improvements for maintenance by the city. Until such dedicated public roads, other parks, and public improvements meet the requirements, standards, and specifications of the City, its subdivision ordinance and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting and 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 the subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private road, easements and facilities.

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson, Planning Commission _____ Date _____

CERTIFICATION BY CITY CLERK:

Approval of Recording _____

Approved by the City Council of Pueblo, Colorado by Ordinance No. _____. This is to certify that the plat of "DFB SUBDIVISION, A SPECIAL AREA PLAN" has been approved for recording in the office of the County Clerk of the County of Pueblo, State of Colorado.

City Clerk _____ Date _____

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 1971 Code of Ordinances, City of Pueblo County of Pueblo, State of Colorado.

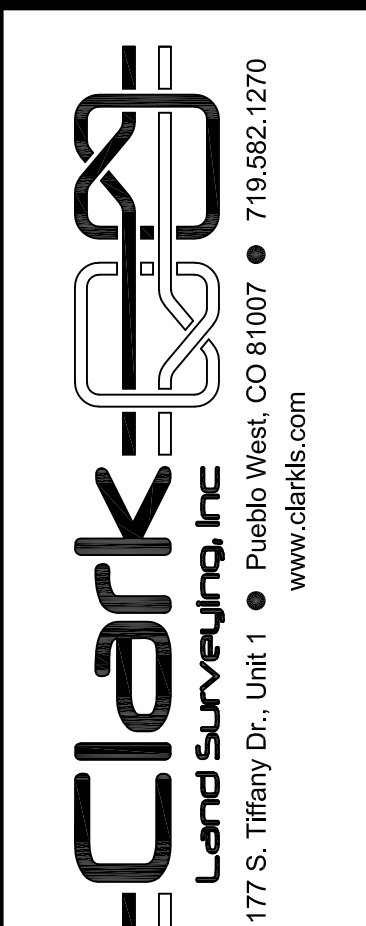
Director of Public Works _____ Date _____

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereof, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.



Revisions	Description	By	Date
No.			

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.

DFB SUBDIVISION, A SPECIAL AREA PLAN

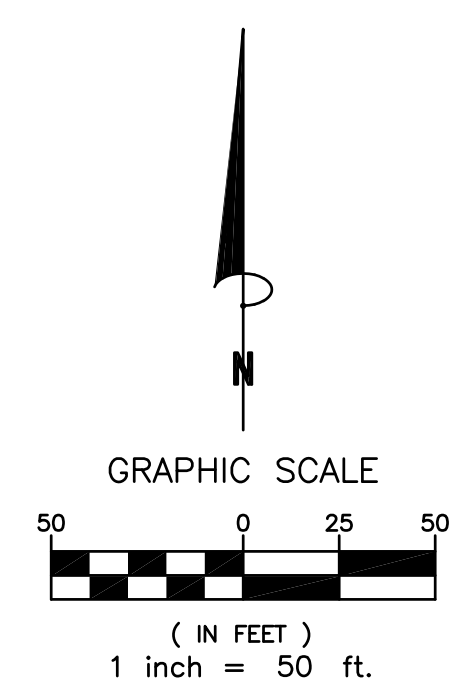
A PORTION OF THE NE1/4 OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH P.M.,
CITY AND COUNTY OF PUEBLO, COLORADO

Project No. 200975
Drawn By: EUC
Checked By: SLW
Date: 6/22/2021
Sheet 1 of 2

A RE-SUBDIVISION OF LOT 20, BLOCK 57, UNIVERSITY PARK SUBDIVISION,
THE PARCEL AS DESCRIBED IN WARRANTY DEED RECORDED UNDER REC. NO. 2164046,
AND A PORTION OF THE PARCEL AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED UNDER REC. NO. 1092326,
LYING WITHIN THE NE 1/4 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
CITY AND COUNTY OF PUEBLO, STATE OF COLORADO



LINE	BEARING	DISTANCE
L1(M)	S70°54'51"W	36.97'
L1(R2)	S70°45'56"W	36.89'
L2(C)	N10°16'44"W	60.85'
L2(R1)	N10°16'49"W	-----

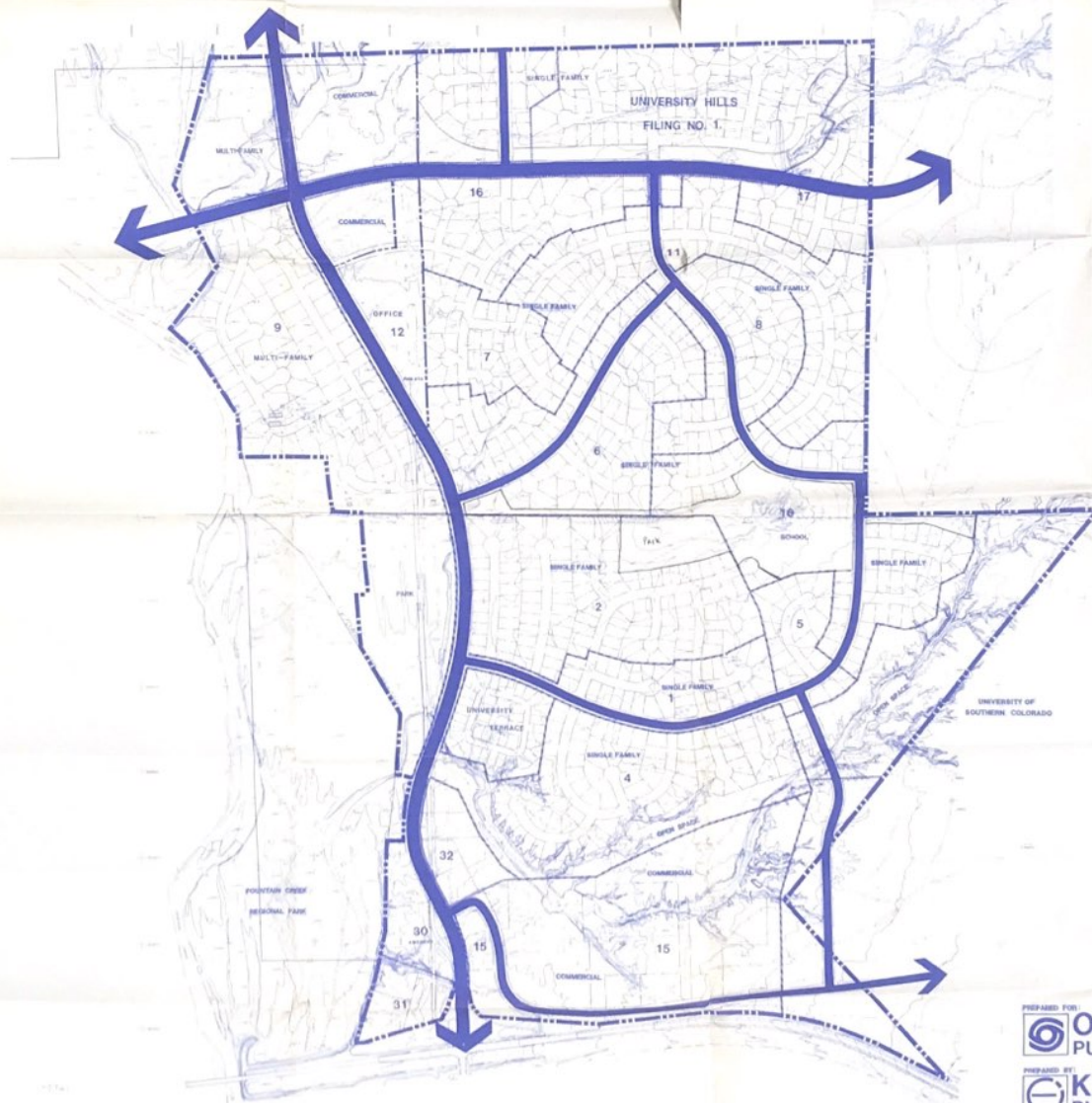
[illegible]

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 herein.

DFB SUBDIVISION, A SPECIAL AREA PLAN
A PORTION OF THE NE 1/4 OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH P.M.
CITY AND COUNTY OF PUEBLO, COLORADO

Project No.	200975	Drawn By: EJC	Date: 6/22/2021
		Checked: R/SJM	Sheet: 2

-AMENDED- UNIVERSITY PARK • MASTER PLAN PUEBLO, COLORADO.



SCALE 1"=200'

SUMMARY CHART

	ACREAGE	PERCENTAGE
SINGLE FAMILY		
MULTI - FAMILY		
SCHOOL		
PARK & OPEN SPACE		
PUBLIC/SEMI - PUBLIC		
COMMERCIAL		
OFFICE		
TOTAL		100 %

APPROVED BY:
THE PLANNING AND ZONING COMMISSION
OF THE CITY OF PUEBLO
ON 2/12/86.

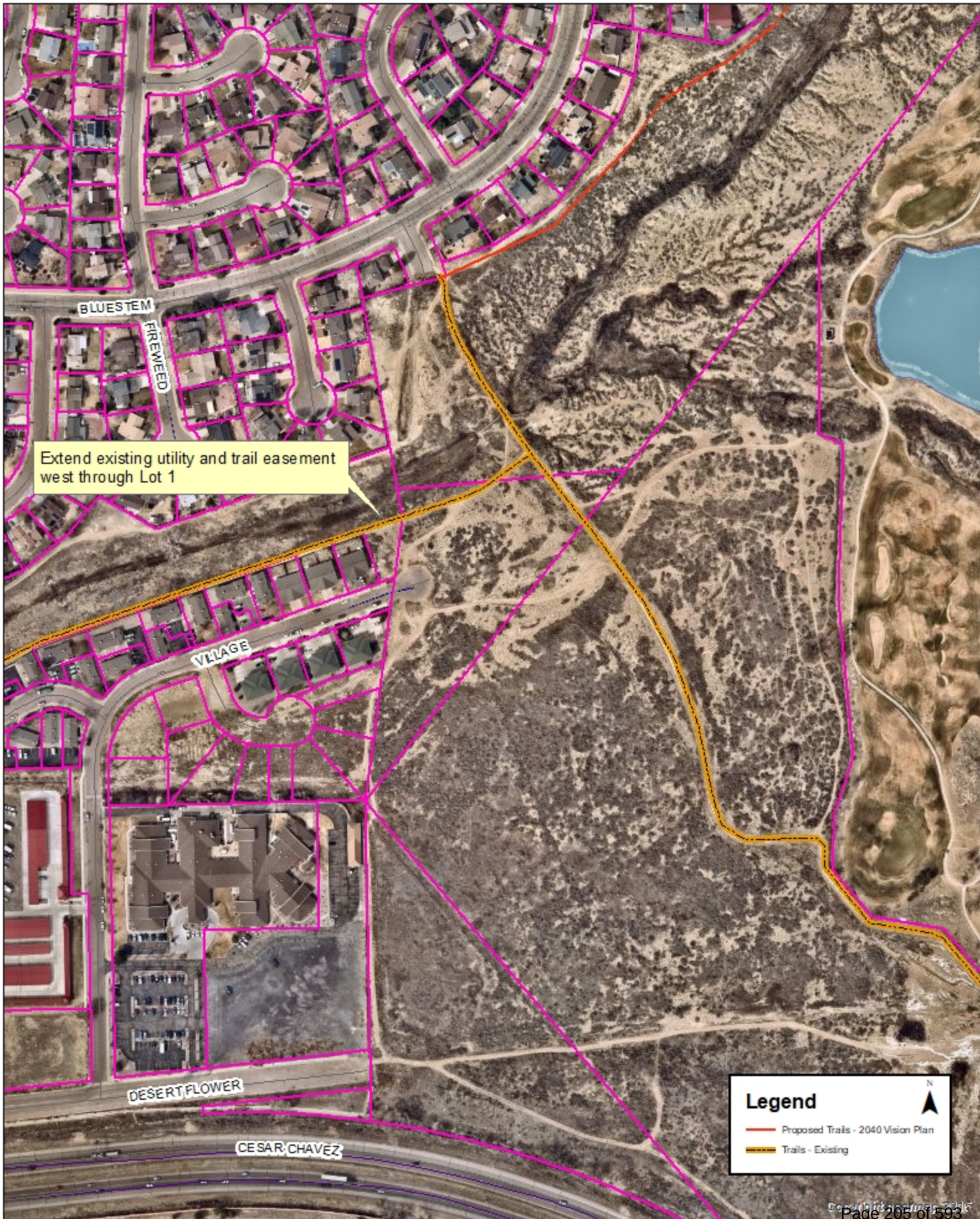
PREPARED FOR:
OTERO INVESTMENTS
PUEBLO, CO.

PREPARED BY:
KLH ENGINEERING CONSULTANTS INC.
PUEBLO / COLORADO SPRINGS, CO.

DATE	BY	REVISION
1/1/86	KLH	1
2/12/86	KLH	2
3/1/86	KLH	3
4/1/86	KLH	4
5/1/86	KLH	5
6/1/86	KLH	6
7/1/86	KLH	7
8/1/86	KLH	8
9/1/86	KLH	9
10/1/86	KLH	10
11/1/86	KLH	11
12/1/86	KLH	12
1/1/87	KLH	13
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3/1/87	KLH	15
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9/1/93	KLH	93
10/1/93	KLH	94
11/1/93	KLH	95
12/1/93	KLH	96
1/1/94	KLH	97
2/1/94	KLH	98
3/1/94	KLH	99
4/1/94	KLH	100

JN 85 153 86

Trail Easement Exhibit



May 30, 2023

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **John Chrisman, for Le Mouton Noir LLC** for approval of the following application(s):

Z-22-20 Rezoning: Rezone approximately 3.74 acres from O-1, Neighborhood Office District to R-4, Mixed Residential District. Generally located east of the Village Cir. Terminus.
S-22-14 Subdivision and SAP-23-01: DFB Subdivision, subdivision of 3.736 acres into five multifamily residential lots. Generally located east of the Village Cir. Terminus.

The Planning and Zoning Commission meeting will be held on June 14, 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
Beritt Odom, Principal Planner
(719) 553-2339

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Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER: S-22-14

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 DFB 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.

5/30/2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Own
UPARK APT LLC	1307 FORTINO BLVD STE D	PUEBLO	CO
FEKETE HOMES INC	1307 FORTINO BLVD STE D	PUEBLO	CO
WALKING STICK 5 LLC	14185 W 7TH AVE	GOLDEN	CO
PUEBLO HOME DEV CO LLC + C/O BARBAR	1825 N GRAND AVE	PUEBLO	CO
COLORADO STATE BOARD OF AG + ATTN:	2200 BONFORTE BLVD	PUEBLO	CO
JAGD SUSAN M + JAGD ALLAN R	3 WOODSORREL CT	PUEBLO	CO
PUEBLO MEDICAL INVESTORS LTD + C/O L	3001 KEITH ST NW	CLEVELAND	TN
UNIVERSITY PARK REAL ESTATE + INVESTC	3001 KEITH ST NW	CLEVELAND	TN
PRESS PROPERTIES LLC + C/O MARK SWAN	345 STEELE ST	DENVER	CO
GOLDEN RULE PROPERTIES	36038 SOUTH RD	PUEBLO	CO
MORGAN SHAWN M/CRUZ PAULETTE F	4 WOODSORREL CT	PUEBLO	CO
ATKINSON TRACY	4429 PORTA FINA DR	PUEBLO	CO
COZZOLINO KEVIN P/COZZOLINO DEANN	5 WOODSORREL CT	PUEBLO	CO
GRADISHAR CINDY ANN	6 WOODSORREL CT	PUEBLO	CO
HAASE BRUCE JR	7 FIREWEED CT	PUEBLO	CO
CHOSICH MICHAEL/CHOSICH GRETA SUE	7 WOODSORREL CT	PUEBLO	CO
BURGESS RICHARD JOHN / SPINUZZI P	8 FIREWOOD CT	PUEBLO	CO
ZINANTI MARK M/ZINANTI JEHAN L	8 WOODSORREL CT	PUEBLO	CO
UNIVERSITY VILLAGE PARTNERSHIP	814 VILLAGE CT APT A	PUEBLO	CO
UPARK APT, LLC	925 W KENYON AVE STE 2	ENGLEWOOD	CO
BUSTOS ROBERT B /ORTIZ BUSTOS LOR	941 VILLAGE CIR APT A	PUEBLO	CO

OwnerZip

81008-2032
81008-2032
80401-4508
81003-2634
81001-4901
81001-1120
37312-3713
37312-3713
80206-4414
81006-9343
81001-1120
81001-1096
81001-1120
81001-1120
81001-1111
81001-1120
81001
81001-1120
81001-5117
80110-3471
81001-1183



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 24, 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 A SPECIAL AREA PLAN FOR THE DFB SUBDIVISION

SUMMARY:

The applicant is requesting approval of a Special Area Plan for the DFB Subdivision, which subdivides 4.64-acres into four multifamily residential lots, a trail utility, drainage, and access parcel, a non-buildable parcel, and a reduction in front and rear-yard setbacks.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to rezone 3.736-acres of land located east of the Village Circle cul-de-sac from O-1 to R-4 (Z-22-20) and is also requesting to subdivide 4.64-acres into four multifamily residential lots (S-22-14).

The City staff has submitted an Ordinance for final reading on July 24, 2023 requesting to change the name of Sunflower Drive to Winecup Drive (SNC 23-01). This street will connect from Bluestem Boulevard within the University Park neighborhood to the proposed subdivision.

BACKGROUND:

The DFB Subdivision, A Special Area Plan, is a proposed 4.64-acre multifamily residential subdivision located east of the Village Circle terminus. The land is unimproved and not previously subdivided. The applicant is requesting to subdivide the land into four large lots to facilitate development of multifamily residential structures. The applicant is requesting to reduce the front and rear-yard setbacks through a Special Area Plan. The proposed front setback will be 20-feet instead of the required 25-feet. The proposed rear-yard setback will be five feet instead of the required 15-feet. Multifamily residential uses are permitted uses in the R-4 Mixed Residential District. Development standards within this zone district require residential structures containing three to five dwelling

units to have a minimum of 1,500 square feet of lot area per dwelling unit.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 14, 2023 Regular Meeting, voted 5-1 to recommend approval, Commissioner Martinez recused.

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-23-01 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING A SPECIAL AREA PLAN FOR THE DFB SUBDIVISION

WHEREAS, a request for a Special Area Plan for DFB Subdivision, 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 DFB Subdivision, A Special Area Plan, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:
SECTION 1.

The Special Area Plan for:

BEGINNING at the northwest corner of said Lot 20, thence N70°47'17"E, along the north line of said Lot 20, (Basis of bearings is the southeastern line of the property, monumented on the northeast by No. 5 rebar with a yellow plastic cap, stamped "PLS 6128", flush with grade and on the southwest by No. 5 rebar with a yellow plastic cap, stamped "PLS 6128", 0.2 feet above grade, measured to bear S38°50'09"W, a distance of 883.61 feet), a distance of 94.78 feet, to the northeast corner of said Lot 20; thence N10°16'44"W, along the easterly boundary line of the University Park Subdivision, Filing Number 4, recorded June 10, 1977 as Reception Number 545590 in the records of said Clerk and Recorder, a distance of 60.85 feet, to the southeast corner of Parcel E as described in that Warranty Deed recorded September 6, 1995 as Reception Number 1092326 in the records of said Clerk and Recorder; thence along the south line of said Parcel E, N87°22'43"E, a distance of 485.83 feet, to a point on the northwesterly line of that parcel described as South Parcel in that Quit Claim Deed recorded June 8, 1994 as Reception Number 1047102 in the records of said Clerk and Recorder; thence S38°50'09"W, along said northwesterly line a distance of 883.61 feet, to the westerly corner of said South Parcel; thence N07°30'28"E, along the east boundary line of said University Park Subdivision, Filing Number 17, a distance of 482.31 feet, to the southeast corner of said Lot 20; thence S70°54'51"W, along the south line of said Lot 20, a distance of 36.97 feet, to the southwest corner of said Lot 20; thence N19°12'46"W, along the west line of said Lot 20, a distance of 115.31 feet, to the **POINT OF BEGINNING**.

Containing 162,729 Sq. Ft. or 3.736 acres, more or less.

attached hereto, is hereby approved.

SECTION 2.

The DFB Subdivision, A Special Area Plan is approved without conditions.

SECTION 3.

This Ordinance shall become effective immediately upon final passage and approval.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

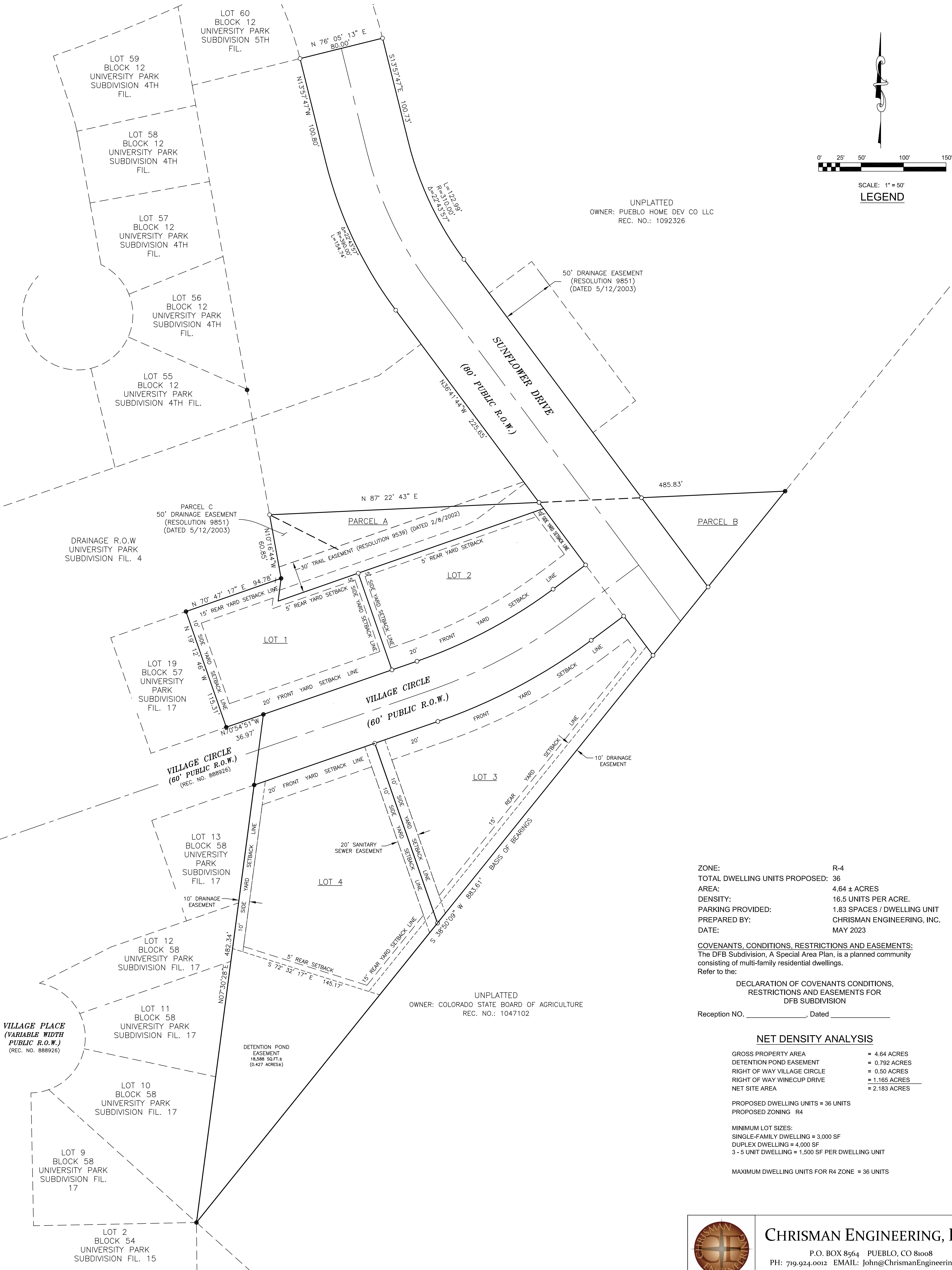
ATTEST

City Clerk

DFB SUBDIVISION

A SPECIAL AREA PLAN

A RE-SUBDIVISION OF LOT 20, BLOCK 57, UNIVERSITY PARK SUBDIVISION,
THE PARCEL AS DESCRIBED IN WARRANTY DEED RECORDED UNDER REC. NO. 2164046,
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CITY AND COUNTY OF PUEBLO, STATE OF COLORADO



ZONE:	R-4
TOTAL DWELLING UNITS PROPOSED:	36
AREA:	4.64 ± ACRES
DENSITY:	16.5 UNITS PER ACRE.
PARKING PROVIDED:	1.83 SPACES / DWELLING UNIT
PREPARED BY:	CHRISMAN ENGINEERING, INC.
DATE:	MAY 2023

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS:
The DFB Subdivision, A Special Area Plan, is a planned community consisting of multi-family residential dwellings.
Refer to the:

DECLARATION OF COVENANTS CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
DFB SUBDIVISION

Reception NO. _____, Dated _____

NET DENSITY ANALYSIS

GROSS PROPERTY AREA	= 4.64 ACRES
DETENTION POND EASEMENT	= 0.792 ACRES
RIGHT OF WAY VILLAGE CIRCLE	= 0.50 ACRES
RIGHT OF WAY WINECUP DRIVE	= 1.165 ACRES
NET SITE AREA	= 2.183 ACRES

PROPOSED DWELLING UNITS = 36 UNITS
PROPOSED ZONING R4

MINIMUM LOT SIZES:
SINGLE-FAMILY DWELLING = 3,000 SF
DUPLEX DWELLING = 4,000 SF
3 - 5 UNIT DWELLING = 1,500 SF PER DWELLING UNIT

MAXIMUM DWELLING UNITS FOR R4 ZONE = 36 UNITS



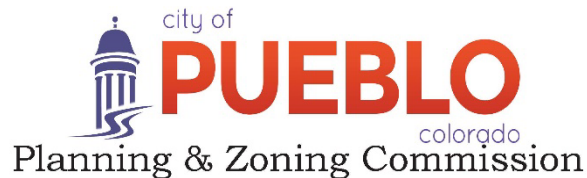
CHRISMAN ENGINEERING, INC.

P.O. BOX 8564 PUEBLO, CO 81008
PH: 719.924.0012 EMAIL: John@ChrismanEngineering.com

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, June 14, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

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, and Sarah Martinez, Christopher Pasternak.

Commissioners Absent: None

Staff Members Present: Trevor Gloss, Assistant City Attorney, Beritt Odom, Principal Planner; Bart Mikitowicz, Senior Planner, and Cindy Capritta, Land Use Technician.

Staff Members Absent: Scott Hobson, Acting Director for Development of Planning and Community Development

APPROVAL OF THE AGENDA: Bailey moved to approve the May 10, 2023, agenda, seconded by, Avalos.

Motion Passed: 7-0

REGULAR AGENDA:

Public Hearing:

6. SAP 23-01 Special Area Plan: DFB Subdivision, A Special Area Plan, allowing reduced front yard setbacks adjacent to Village Circle and increasing side-yard setbacks Lots 4 and 5 to 10-feet between. Generally located east of the Village Circle terminus. Staff report by Beritt Odom, Principal Planner.

Public Hearing: Applicant, John Chrisman spoke in favor of the application. Speaking in opposition were Cindy Gradishar and Shawn Morgan.

Commission Action: Bailey moved to recommend the application with the condition that a maximum of 36 units are allowed to be developed within the subdivision, seconded by Aznar.

Motion Passed: 5-1, Martinez recused



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: SAP-23-01 DFB Subdivision, SAP

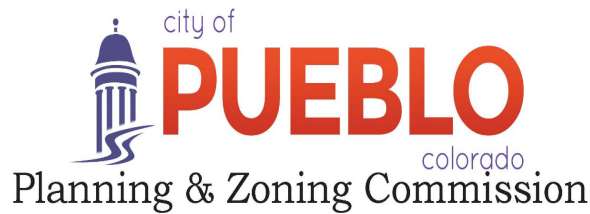
DATE: July 13, 2023

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-23-01

To: City of Pueblo, Planning and Zoning Commission

From: Beritt Odom, Principal Planner

Through: Scott Hobson, Acting Director of Planning and Community Development

Date: June 14, 2023

Subject: DFB Subdivision, A Special Area Plan

Applicant: John Chrisman, Chrisman Engineering

Property Owner: Tom Black, UPARK APT, LLC

Location: 4.64 acres located east of the Village Circle cul-de-sac, from O-1, Neighborhood Office District to R-4, Mixed Residential District. .

Existing Zone: O-1, Neighborhood Office District (concurrent request to rezone to R-4 Mixed Residential District).

Concurrent Request(s): S-22-14, DFB Subdivision, A Special Area Plan
Z-22-20, Rezone from O-1, Neighborhood Office District, to R-4, Mixed Residential District.

REQUEST:

The applicant is requesting to subdivide 4.64 acres into four multifamily residential lots, a trail utility, drainage, and access parcel, a non-buildable parcel, and a reduction in front and rear-yard setbacks.

ANALYSIS:

The DFB Subdivision, A Special Area Plan, is a proposed 4.64-acre multifamily residential subdivision located east of the Village Circle terminus. The land is unimproved and not previously subdivided. The applicant is requesting to subdivide the land into four large lots to facilitate

development of multifamily residential structures. The applicant wishes to reduce select setbacks for each of the four lots, requiring a Special Area Plan.

Proposed Setback Reductions:

- Lot 1:
 - Proposed Front Yard Setback: 20-feet (reduction of 5-feet).
 - Rear Yard Setback: 5-feet (reduction of 10-feet)
 - Western Side-Yard Setback: 10-feet (increase of 5-feet)
- Lot 2:
 - Proposed Front Yard Setback: 20-feet (reduction of 5-feet).
 - Rear Yard Setback: 5-feet (reduction of 10-feet)
 - Eastern Side-Yard Setback: 10-feet (increase of 5-feet)
- Lot 3:
 - Proposed Front Yard Setback: 20-feet (reduction of 5-feet).
 - Western Side-Yard Setback: 10-feet (increase of 5-feet)
- Lot 4:
 - Proposed Front Yard Setback: 20-feet (reduction of 5-feet).
 - Eastern Side-Yard Setback: 10-feet (increase of 5-feet)
 - Western Side-Yard Setback: 10-feet (increase of 5-feet)
 - Southwestern Rear-Yard Setback from drainage pond located in the lot: 5-feet

DFB Subdivision extends Village Circle Drive to the east where it will intersect with Winecup Drive (formerly Sunflower Dr.). Winecup Drive extends north to intersect with Bluestem Blvd. The extensions of Village Circle Drive and Winecup Dr. conform with the PACOG Long Range Transportation Plan and are identified as roadway connections in the amended University Park Master Plan approved in 1987. The proposed roadways provide adequate access and circulation within the project area.

CHARACTER AND COMPATIBILITY:

Site Character:

The site is currently unimproved prairie grasses with a 10-foot concrete trail that runs, east and west, the length of the northern portion of the subdivision. The 10-foot concrete trail also runs north and south through the eastern portion of the subdivision and adjacent to the proposed Winecup Drive. These trail segments are part of the trail system that connects from Fountain Creek to Colorado State University-Pueblo and provides a connection from the University Park residential neighborhoods.

Neighborhood Compatibility:

North	R-1, Single-Family Residential, undeveloped
East	R-5, Mixed Residential and Office District, undeveloped
South	R-5, Mixed Residential and Office District, undeveloped
West	R-4, Mixed Residential District, developed with four-plex and duplex residential structures.

ABILITY TO COMPLY WITH PROPOSED ZONE DISTRICT:

All lots exceed the 8,000 square foot minimum lot area for R-4 multifamily residential.

OBJECTIVES AND REQUIREMENTS OF SPECIAL AREA PLANS:

1. If residential, the overall net density of the area so planned, exclusive of the street rights-of-way, shall not be greater than if each individual parcel were built with a lot size conforming to the requirements of the zone district.

- Affirmative finding. The minimum lot size for multifamily residential in a R-4 Zone District, is 8,000 sq. ft. All four lots exceed the minimum size required, the overall net development area is 2.97 acres.
 - Lot 1: 17,607 sq. ft.
 - Lot 2: 17,075 sq. ft.
 - Lot 3: 28,269 sq. ft.
 - Lot 4: 49,819 sq. ft.

The Special Area Plan proposes 36 dwelling units with a maximum of 86 dwelling units. The size of the proposed lots could support up to 112 dwelling units. The proposed net 16.5 units per acre with a maximum net density of 39.39 units per acre is less than the possible net 51.305 units per acre in the R-4 Zone District.

2. The plan shall provide for the use and continuous maintenance of any remaining open space as well as only land common to all properties or controlled by a corporation or homeowners' association composed of all present and future owners of all property within the proposed development and provision is made for the recording of such with each deed. Any land dedicated to public use and formally accepted by City Council need not be maintained by such corporation or homeowners' association.

- Affirmative finding. The Subdivision and Special Area Plan includes "Covenants, Conditions, Restrictions and Easements" that address continuous maintenance of the common open space and parcels.

3. The plan may provide for exceptions to minimum setback and lot width and depth requirements for each building if such can reasonably be made so that the public health, safety, and general welfare will be protected.

- Affirmative finding, the Special Area Plan includes the reduction of front and rear-yard setbacks on certain lots, while still maintaining adequate setbacks for light, air, and structure maintenance.
 - Lots 1 and 2: Reduction of the front yard setback from 25-feet to 20-feet and the rear-yard setback from 15-feet to five feet.
 - Lot 3: Reduction of the front yard setback from 25-feet to 20-feet and an increase in the side yard setback from 5-feet to 10-feet.
 - Lot 4: Reduction of the front yard setback from 25-feet to 20-feet.

4. The plan shall provide that all setbacks on the periphery of the area shall not be less than those required for the zone district in which the building complex is located provided, however, that front setback requirements on interior street or service drives may be changed.

- Affirmative finding, all rear-yard setbacks, south of Village Cir. will maintain the standard 15-foot rear-yard setback along the southern (rear) property lines. The reduced rear-yard setbacks, north of Village Cir., are located adjacent to Parcel A and a 50-foot drainage parcel and are therefore not considered the periphery of the development.

5. The plan shall be in accordance with the Pueblo Comprehensive Plan and shall provide appropriate conditions and safeguards in harmony with the general purpose and intent of this Title.

Neutral finding. The area to be rezoned is designated as Suburban “Residential by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types. New neighborhoods should be designed with a mix of housing types and pedestrian and bicycle connectivity should be provided within and between neighborhoods. The recommended density for Suburban Neighborhoods is two or five units per acre.

The proposed multifamily development with four multifamily residential lots provides a mixture of housing types as promoted by the Comprehensive Plan; however, the proposed 36 dwelling units equals a gross density of approximately 7.75 units per acre, which exceeds the maximum recommended density. Additionally, the proposed lots provide enough lot area, as required by the R-4 Zone District, to accommodate up to 112 residential units, resulting in 24-units per acre. The Special Area Plan sets a maximum of 86 residential units resulting in a possible gross density of 18.49 units per acre.

The development site is in the “Amended University Park Master Plan,” which was approved in January 1987. The plan indicates commercial uses to be developed to the west of the site; however, multifamily and duplex units were actually developed. The land use portion of the master plan does not state what uses are most appropriate for the subject property. On February 23, 1987 the subject property was rezoned to O-1. The staff findings indicated that the Pueblo Comprehensive Plan designated the area as “Urban Residential,” which provides areas of higher density residential. The staff report’s findings concluded that the rezoning was in compliance with the Comprehensive Plan. The O-1 rezoning was proposed to serve as a buffer between the commercial uses located south of the subject property and the single-family residences located in the University Park development north of the property. The office uses were never developed on subject property. The proposed multifamily residential uses would be an extension of the existing multifamily uses that are located west of the site. Parcel A containing a drainage and trail easement, in addition to the existing drainage easement located north of the subject site, which ranges in width from 100-ft to 225 ft., provides a natural buffer between the proposed multifamily and single-

family residential uses located north of the site. The master planning of this site has been amended multiple times and it appears that the approved development in the area has not strictly followed the approved master plan nor the Pueblo Regional Comprehensive Plan.

6. The plan shall provide the property with adequate access to transportation; water supply, waste disposal, fire and police protection, and other needed public facilities and services in accordance with the approved subdivision plat.
 - Affirmative finding. The eastern extension of Village Cir. through the development site and the southern extension of Winecup Dr. south from Bluestem Blvd. to Village Cir. provides adequate access to transportation.
 - Water and wastewater mains are located in Village Cir. and will be extended east within the extension of Village Cir. to provide utility service to the proposed multifamily residential development.
7. The street plan shall be in conformity with the most recently adopted major street plan known as the Pueblo Area Transportation System Plan. The street plan, including interior circulation for the special area plan, shall be designed so that no undue traffic congestion or unnecessary traffic hazards will be created in the special area plan or in any adjoining neighborhood.
 - Affirmative finding, the DFB Subdivision extends Village Circle Drive to the east where it will intersect with Winecup Drive (formerly Sunflower Dr.). Winecup Drive extends north to intersect with Bluestem Blvd. The extensions of Village Circle Drive and Bluestem Blvd. conform with the PACOG Long Range Transportation Plan
8. The plan shall provide traffic access ways, interior circulation ways and parking and loading spaces as required for the zone district in which the land is located.
 - Affirmative, Village Cir. and Winecup Dr. provide interior circulation, each lot must develop parking based on the municipal code requirements for the proposed use at the time of development.
9. The plan shall be designed so that there will not be a substantially adverse effect upon the character of the neighborhood or upon adjacent property or property values in the area.
 - Affirmative finding, the combined drainage and trail easement, which ranges in width from 100-ft to 225-ft, located north of the proposed development will provide a natural buffer between the single-family homes north of the development site and the proposed multifamily residential 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.
 - Affirmative finding, the applicant will provide a six-foot tall opaque fence along the northern property lines of Lots 1 and 2 to provide a buffer and screening between the single-family homes and trail located immediately north of the development site.

11. The plan shall provide the development sequence of the land within the plan if development is to be done in phases. Subdivision plats shall be submitted for the land proposed to be developed in the same development.

- Not applicable, the applicant is not proposing to develop in phases.

12. The plan shall provide the location and dimensions of all existing and proposed buildings, structures, rights-of-way, easements, and improvements.

- Not applicable, the project site is currently undeveloped.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission forward a recommendation to City Council that the requested Special Area Plan be approved with the following condition. The condition must be addressed prior to City Council review and approval:

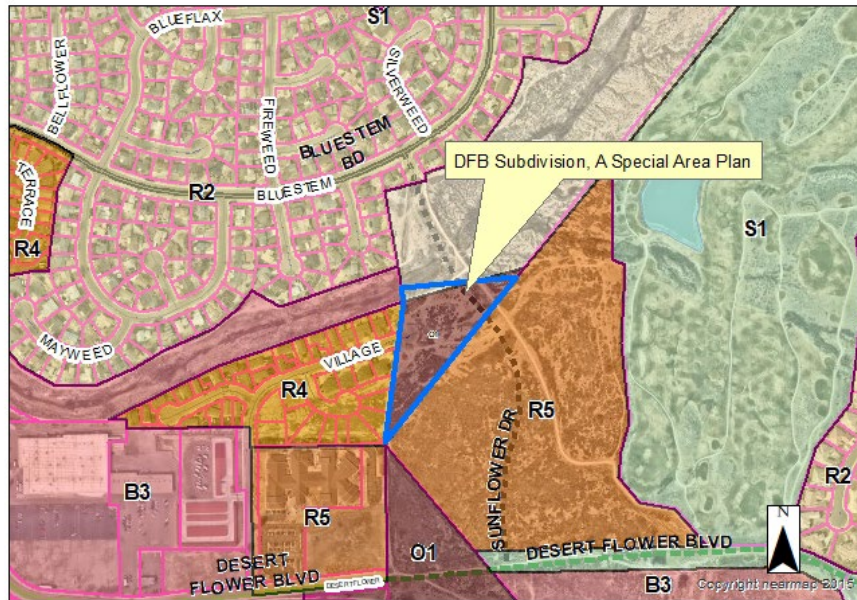
1. Create a 10-foot-wide trail easement extending from the western boundary of Parcel A, through Lot 1, west along the northern property line to the western most property line of Lot 1.
2. Include a note on the Special Area Plan plat that a 6-foot-tall opaque fence will be constructed along the northern property lines of Lots 1 and 2.
3. If the proposed Street Name Change of Sunflower Drive to Winecup Drive is not recommended for approval to City Council or not approved by City Council, the applicant must propose a new street name for the north/south street. The street name must be approved by City staff and PRBD before recording.

ATTACHMENTS:

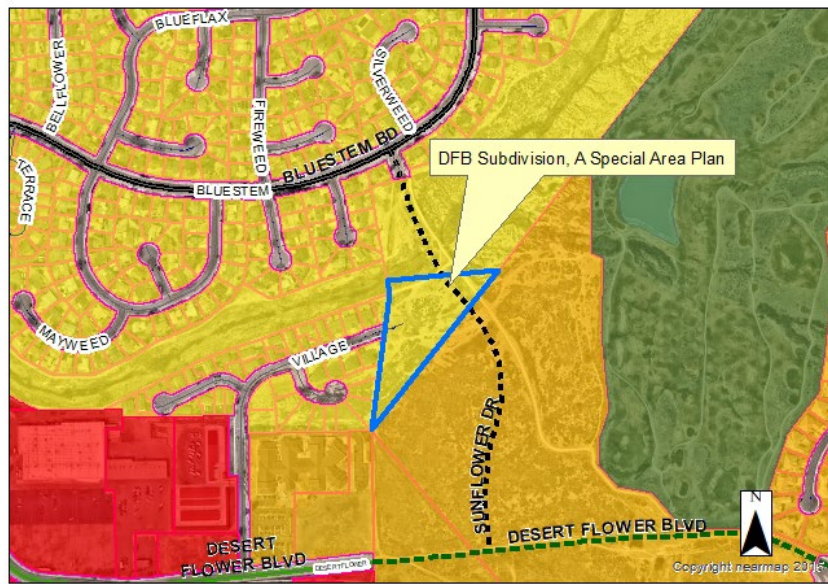
- A. Aerial Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Application
- F. Special Area Plan
- G. SRC Memo, June 7, 2023
- H. Amended University Park Master Plan, 1987
- I. Trail Exhibit



A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



Public Notice and Site Photograph taken from the existing Village Cir. cul-de-sac.



View looking north from the Village Cir. cul-de-sac.



View of the subdivision site looking south from the Village Cir. cul-de-sac.

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: June 7, 2023

Subject: S-22-14 and SAP-23-01 DFB Subdivision, A Special Area Plan

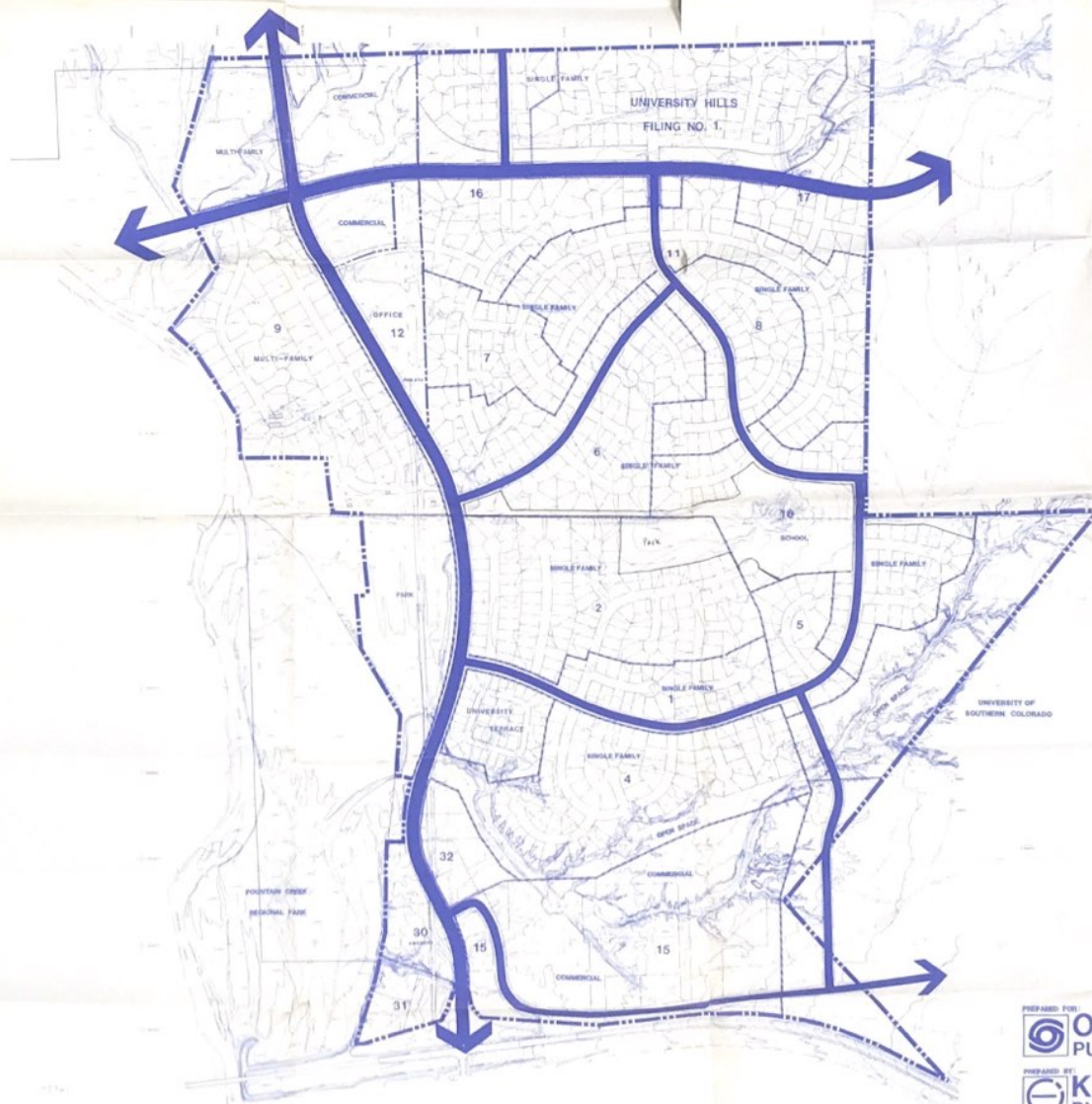
S-22-14 DFB, A Special Area Plan: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	The applicant submitted a request for deferred filings
Plat Deficiencies:	None
Conditions of Approval (all conditions must be addressed prior to City Council review):	1. Show the existing five-foot utility easement and 10-foot-wide trail easement extending from the western boundary of Parcel A, through Lot 1, west along the northern property line to the western most property line of Lot 1, encompassing the existing improved trail. Please refer to Attachment G, Trail Exhibit 2. Remove Parcel references associated with previously dedicated Drainage Easements as shown in the attached redlined DFB Subdivision, A Special Area Plan. 3. Amend subtitle to reference University Park Subdivision, 17th Filing, A Special Area Plan 4. If the proposed Street Name Change of Sunflower Drive to Winecup Drive is not recommended for approval to City Council or not approved by City Council, the applicant must propose a new street name for the north/south street. The street name must be approved by City staff and PRBD before recording.

SAP-23-01 DFB Subdivision, 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 condition. The condition must be addressed prior to City Council review and approval:

Conditions of Approval:	Include a note on the Special Area Plan plat that a 6-foot-tall opaque fence will be constructed along the northern property lines of Lots 1 and 2.
--------------------------------	---

-AMENDED- UNIVERSITY PARK • MASTER PLAN PUEBLO, COLORADO.



SCALE 1"=200'

SUMMARY CHART

	ACREAGE	PERCENTAGE
SINGLE FAMILY		
MULTI - FAMILY		
SCHOOL		
PARK & OPEN SPACE		
PUBLIC/SEMI - PUBLIC		
COMMERCIAL		
OFFICE		
TOTAL		100 %

APPROVED BY:
THE PLANNING AND ZONING COMMISSION
OF THE CITY OF PUEBLO
ON 2/12/86.

PREPARED FOR:
OTERO INVESTMENTS
PUEBLO, CO.

PREPARED BY:
KLH ENGINEERING CONSULTANTS INC.
PUEBLO / COLORADO SPRINGS, CO.

DATE	BY	REVIEWED BY	APPROVED BY
1/1/86	JLH		
2/1/86	JLH		
3/1/86	JLH		
4/1/86	JLH		
5/1/86	JLH		
6/1/86	JLH		
7/1/86	JLH		
8/1/86	JLH		
9/1/86	JLH		
10/1/86	JLH		
11/1/86	JLH		
12/1/86	JLH		

JN 85 153 86

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info	Property Owner		Applicant	
	Name:	TOM BLACK	Name:	SAME
	Company	UPARK APT, LLC	Company:	
	Address:	925 W. KENYON AVE, STE 2	Address:	
	Zip:	80110	Zip:	
	Phone:	(719) 544-2732	Phone:	()
	Email:	tom@feketehomes.com	Email:	
	Engineer		Surveyor	
	Name:	JOHN D. CHRISMAN, P.E.	Name:	STEWART L. MAPES, JR., P.L.S.
	Company:	CHRISMAN ENGINEERING, INC.	Company:	CLARK LAND SURVEYING, INC.
Property Info	Address:	P.O. BOX 8564	Address:	177 S. TIFFANY DRIVE
	Zip:	81008	Zip:	81007
	Phone:	(719) 924-0012	Phone:	(719) 633-8533
	Email:	John@ChrismanEngineering.com	Email:	stewart@clarkls.com
	The applicant will be the primary contact unless otherwise noted.			
Project Scope	Project Location: Future Village Circle and Sunflower Drive intersection (address or general description)			
	Parcel No(s): 418100008, 418130024			
	Existing Zone:	O-1	Proposed Zone (if applicable):	R-4
	PUD Name (if applicable):			
Project Scope	Project Name: D F B SUBDIVISION, A SPECIAL AREA PLAN			
	☐ Rearrangement of Property Boundaries: # of existing lots: _____ Total acres: _____			
	☐ Overall Development Plan			
	☐ Site Plan Review: Building area: _____sf ○ HARP ○ Development Plan ○ PUD ○ Student Housing			
	☒ Special Area Plan			
	☐ Street Name Change: Existing Name: _____ Proposed Name: _____			
	☐ Subdivision: # of lots: _____ Total acres: _____			
	☐ Text Amendment			
	☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____			
	☐ Other: _____			

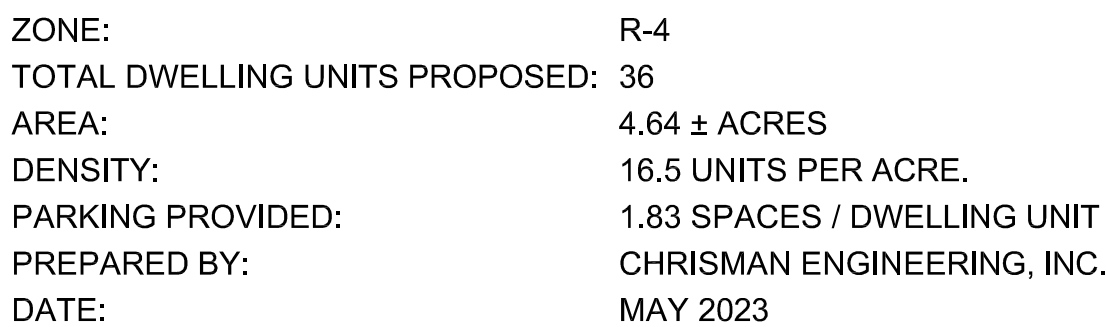
(Continue Next Page)

(Continued from previous page)

Project Information	Provide a brief description of the proposed request:		
	The project is a proposed (5) lot, multi-family subdivision located at the east end of Village Circle extending to the future Sunflower Drive. The Special Area Plan will allow reduced setbacks from the interior lot lines to allow more flexibility for building and off-street parking layouts.		
	What is the total acreage included in the project?	4.64 ac	
	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		
Attachments	If yes, please list: S-22-14, Z-2-20		
	<u>Attachment Checklist</u>		
	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:	Tom Black	
	Signature:		Date: Jan. 27, 2023
	Applicant, if different from Property Owner		
	Print Name:		
	Signature:		Date:

Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

A SPECIAL AREA PLAN



COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS:
The DFB Subdivision, A Special Area Plan, is a planned community consisting of multi-family residential dwellings.
Refer to the:

DECLARATION OF COVENANTS CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
DFB SUBDIVISION

Reception NO. _____, Dated _____

NET DENSITY ANALYSIS

GROSS PROPERTY AREA	= 4.64 ACRES
DETENTION POND EASEMENT	= 0.792 ACRES
RIGHT OF WAY VILLAGE CIRCLE	= 0.50 ACRES
RIGHT OF WAY WINECUP DRIVE	= 1.165 ACRES
NET SITE AREA	<u>= 2.183 ACRES</u>

PROPOSED DWELLING UNITS = 36 UNITS
PROPOSED ZONING R4

MINIMUM LOT SIZES:
SINGLE-FAMILY DWELLING = 3,000 SF
DUPLEX DWELLING = 4,000 SF
3 - 5 UNIT DWELLING = 1,500 SF PER DWELLING UNIT

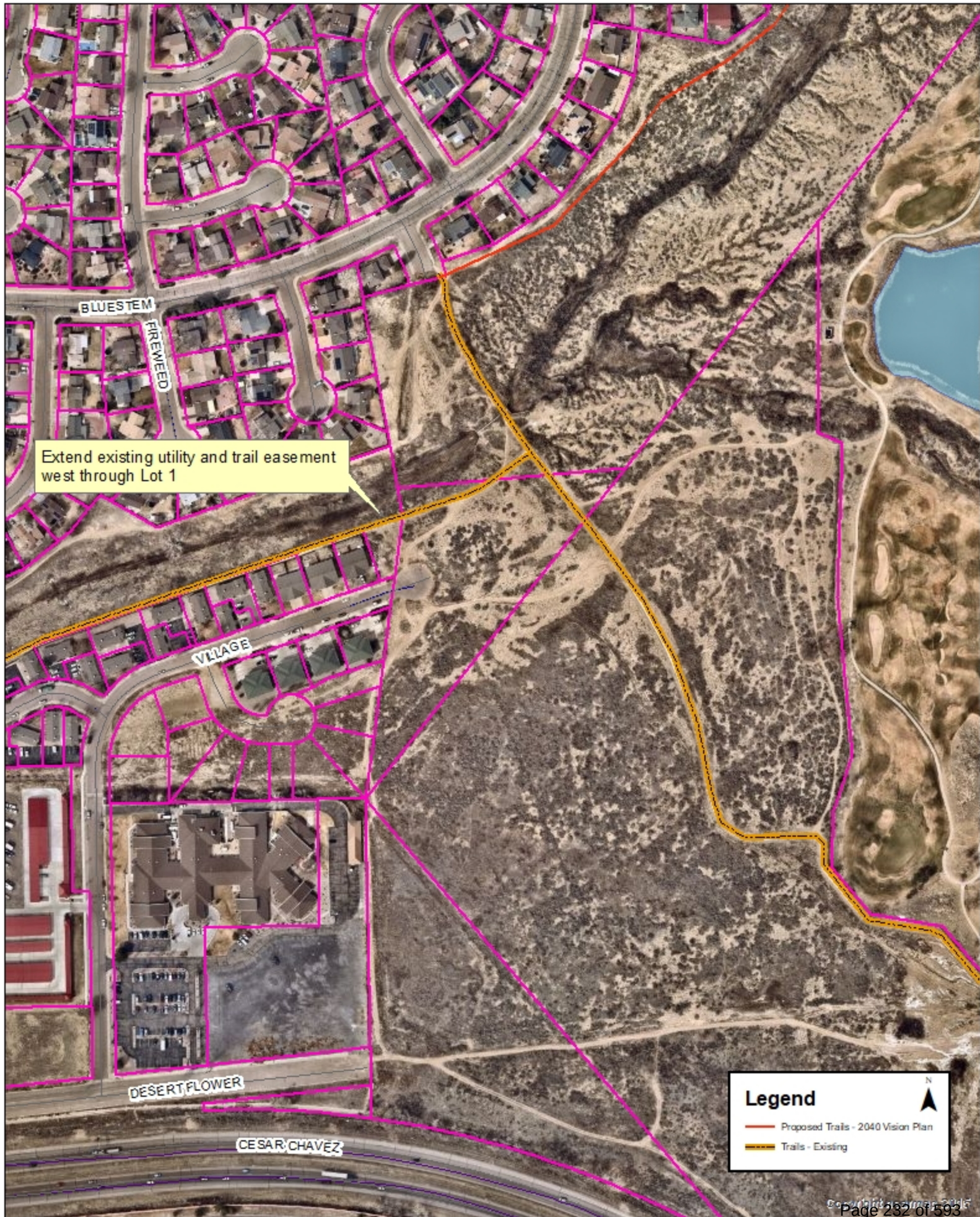
MAXIMUM DWELLING UNITS FOR R4 ZONE = 86 UNITS
PROPOSED UNITS = 36 < MAXIMUM ALLOWED UNITS = 86



CHRISMAN ENGINEERING, INC.

P.O. BOX 8564 PUEBLO, CO 81008
PH: 719.924.0012 EMAIL: John@ChrismanEngineering.com

Trail Easement Exhibit



This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **John Chrisman, for Le Mouton Noir LLC** for approval of the following application(s):

Z-22-20 Rezoning: Rezone approximately 3.74 acres from O-1, Neighborhood Office District to R-4, Mixed Residential District. Generally located east of the Village Cir. Terminus.
S-22-14 Subdivision and SAP-23-01: DFB Subdivision, subdivision of 3.736 acres into five multifamily residential lots. Generally located east of the Village Cir. Terminus.

The Planning and Zoning Commission meeting will be held on June 14, 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
Beritt Odom, Principal Planner
(719) 553-2339

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Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER: SAP-23-01

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Re-Subdivision of the property commonly known as Lot 20, Block 57 of the University Park 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 17-4-29.

5-30-2023

(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 special area plan of Country Club Vista, A Special Area Plan, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

5-30-2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner

ATKINSON TRACY
BURGESS RICHARD JOHN / SPINUZZI P
CHOSICH MICHAEL/CHOSICH GRETA SUE
CITY OF PUEBLO A MUNICIPAL CORPORAT
COLORADO STATE BOARD OF AG + ATTN: JOHNNA DOYLE DEPUTY GENERAL COUNSEL
COZZOLINO KEVIN P/COZZOLINO DEANN
DAY CHRISTOPHER / DAY ALLISON
FEKETE HOMES INC
GOLDEN RULE PROPERTIES
GRADISHAR CINDY ANN
HAASE BRUCE JR
JAGD SUSAN M + JAGD ALLAN R
MORGAN SHAWN M + CRUZ PAULETTE F
PRESS PROPERTIES LLC + C/O MARK SWANSON
PUEBLO HOME DEV CO LLC + C/O BARBARA O CONNELL
PUEBLO MEDICAL INVESTORS LTD + C/O LIFE CARE CENTERS OF AMERICA ATTN: TAX DEPT
UNIVERSITY VILLAGE PARTNERSHIP
UPARK APT LLC
UPARK APT, LLC
WALKING STICK 5 LLC
ZINANTI MARK M/ZINANTI JEHAN L

OwnerStree

4429 PORTA FINA DR
8 FIREWOOD CT
7 WOODSORREL CT
PO BOX 1427
2200 BONFORTE BLVD
5 WOODSORREL CT
6 FIREWEED CT
1307 FORTINO BLVD STE D
36038 SOUTH RD
6 WOODSORREL CT
7 FIREWEED CT
3 WOODSORREL CT
4 WOODSORREL CT
345 STEELE ST
1825 N GRAND AVE
3001 KEITH ST NW
814 VILLAGE CT APT A
1307 FORTINO BLVD STE D
925 W KENYON AVE STE 2
14185 W 7TH AVE
8 WOODSORREL CT

OwnerCity	OwnerStat	OwnerZip
PUEBLO	CO	81001-1096
PUEBLO	CO	81001
PUEBLO	CO	81001-1120
PUEBLO	CO	81002-1427
PUEBLO	CO	81001-4901
PUEBLO	CO	81001-1120
PUEBLO	CO	81001-1111
PUEBLO	CO	81008-2032
PUEBLO	CO	81006-9343
PUEBLO	CO	81001-1120
PUEBLO	CO	81001-1111
PUEBLO	CO	81001-1120
PUEBLO	CO	81001-1120
DENVER	CO	80206-4414
PUEBLO	CO	81003-2634
CLEVELAND	TN	37312-3713
PUEBLO	CO	81001-5117
PUEBLO	CO	81008-2032
ENGLEWOOD	CO	80110-3471
GOLDEN	CO	80401-4508
PUEBLO	CO	81001-1120



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 24, 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 MEDAL OF HONOR SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide the recently annexed Pueblo County Detention Center area, 69.9-acres, into one lot for development of the Pueblo County Detention Center and two non-buildable parcels reserved for future subdivision and development.

PREVIOUS COUNCIL ACTION:

City Council approved Ordinance 10453 on May 8, 2023 which approved the annexation of 69.9-acres of unincorporated land commonly known as the Pueblo County Detention Center Annexation to the City of Pueblo.

City Council Approved Ordinance 10494 on June 26, 2023 rezoning the recently annexed 69.9-acre Pueblo County Detention Center property from a Pueblo County A-1 to a City of Pueblo S-1, Government Use Zone District (25.47 acres), and from a Pueblo County A-1 and R-6 to a City Of Pueblo A-1, Agricultural One Zone District (44.44 acres).

BACKGROUND:

The subject property was annexed into the City in May 2023, to facilitate development of the new Pueblo County Detention Center. The property is located west of the intersection of West 24th Street and Pueblo Boulevard (SH45). The subdivision establishes Lot 1, 25.467-acres, south of the proposed Medal of Honor Boulevard, and west of the proposed local street right-of-way, Justice Road. The new Pueblo County Detention Center will be constructed on Lot 1. The subdivision also includes two additional non-buildable parcels, Parcel A (20.719-acres) and Parcel B (15.047-acres) that are reserved for future re-subdivision and development. Parcel A will contain a drainage easement and Parcel B will contain a Lift Station Easement. The Medal of Honor Subdivision creates the 150-foot-wide Medal of Honor right-of-way, which will intersect with Pueblo Boulevard, directly west of the 24th Street and will extend west

through the subdivision conforming with the Pueblo Area Council of Governments (PACOG) Long Range Transportation plan for the principal arterial extension into Pueblo West. An access permit will need to be secured from Colorado Department of Transportation by Pueblo County for the Medal of Honor connection to Pueblo Boulevard (SH 45). Water and wastewater service lines will be installed within the right-of-way of Medal of Honor Boulevard providing service to the County Detention Center and will serve Parcel A and Parcel B upon re-subdivision and future development. The subdivision also includes a 60-foot-wide local roadway, Justice Road, that extends south from the proposed Medal of Honor Boulevard directly adjacent to the eastern property line of the proposed Lot 1. Justice Road will provide ingress/egress to a future City owned and maintained parking lot serving the Honor Farm Park and Open Space property and will provide access point(s) to the future re-subdivided Parcel B. Future re-subdivision of Parcel A will require Justice Road to be platted and extended north through Parcel A as shown in the PACOG Long Range Transportation Plan.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 14, 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-23-05 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE MEDAL OF HONOR SUBDIVISION

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

SECTION 1.

The final plat of the Medal of Honor Subdivision, being a subdivision of land legally described as:

A PORTION OF 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 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 1319.21 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER; THENCE S 89°21'12" W, ALONG SAID SOUTH LINE, A DISTANCE OF 964.40 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE S 89°20'51" W, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1318.28 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE N 00°36'13" W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1320.37 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE N 89°24'14" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2333.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 69.906 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. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 65 WEST
SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO

KNOW ALL MEN BY THESE PRESENTS THAT _____, AND
_____ BEING THE SOLE OWNERS OF THE FOLLOWING PROPERTY:

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 89°26'45"W, ALONG THE WEST LINE OF SAID QUARTER, A DISTANCE OF 1319.21 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER; THENCE S 89°21'12"W, ALONG SAID SOUTH LINE, A DISTANCE OF 964.40 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE S 89°20'51"W, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1318.28 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE S 89°20'51"W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1320.37 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE N 89°24'14"E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2333.69 FEET TO THE POINT OF BEGINNING.

HAVE CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO PARCELS, 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 MEDAL OF HONOR BLVD SUBDIVISION

ALL OF THE PROPERTY SHOWN ON THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC: _____
DATE: _____

"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"

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 HEREBY SPECIFICALLY REFERRED TO BY 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.

CITY CLERK _____ DATE _____



MICHAEL J. LINDQUIST, P.L.S. 38666
900 S. BROADWAY, SUITE 220
DENVER, CO 80209

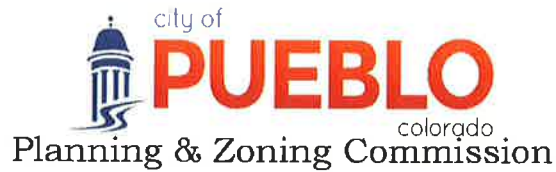
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO



Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, June 14, 2023 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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, and Sarah Martinez, Christopher Pasternak.

Commissioners Absent: None

Staff Members Present: Trevor Gloss, Assistant City Attorney; Beritt Odom, Principal Planner; Bart Mikitowicz Senior Planner, and Cindy Capritta, Land Use Technician.

Staff Members Absent: Scott Hobson, Acting Director for Development of Planning and Community Development.

APPROVAL OF THE AGENDA: Bailey moved to approve the May 10, 2023, agenda, seconded by, Avalos.

Motion Passed: 7-0

REGULAR AGENDA:

Public Hearing:

1. S-23-05 Subdivision: Medal of Honor Subdivision of 69.9 acres into one lot for the Pueblo County Detention Center and two non-buildable parcels reserved for future subdivision and development, generally located west of the intersection of West 24th Street and Pueblo Boulevard (SH45). Staff report by Beritt Odom, Principal Planner.

Public Hearing: Applicant Gary Raso appeared and spoke in support of the application and agreed to Conditions 1 and 2. No one appeared in opposition.

Commission Action: Bailey motioned to recommend the application, with staff conditions 1-2, seconded by Spinuzzi.

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-23-05 Medal of Honor Subdivision

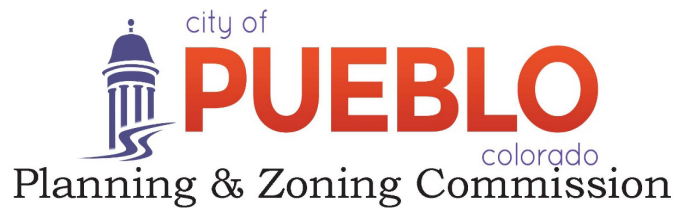
DATE: July 11, 2023

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-23-05

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: June 14, 2023

SUBJECT: Medal of Honor Subdivision

APPLICANT: Gary Raso, PC for Pueblo County

PROPERTY OWNER: Pueblo County

LOCATION: 69.9 acres generally located west of the intersection of West 24th Street and Pueblo Boulevard (SH45).

EXISTING ZONE: S-1, Government Use District and A-1, Agricultural One District (Interim Zoning)

CONCURRENT REQUESTS: None

REQUEST:

Pueblo County is requesting to subdivide the recently annexed Pueblo County Detention Center area, 69.9-acres, into one lot for development of the Pueblo County Detention Center and two non-buildable parcels reserved for future subdivision and development.

STAFF REVIEW AND FINDINGS:

The subject property was annexed into the City in May 2023, to facilitate development of the new Pueblo County Detention Center. The property is located west of the intersection of West 24th Street and Pueblo Blvd. (SH45). The subdivision establishes Lot 1, 25.467 acres, south of the proposed Medal of Honor Blvd, and west of the proposed local street right of way, Justice Road. The new Pueblo County Detention Center will be constructed on Lot 1. The subdivision also includes two additional non-buildable parcels, Parcel A (20.719 acres) and Parcel B (15.047 Acres) that are reserved for future re-subdivision and development. Parcel A will contain a drainage easement and Parcel B will contain a Lift Station Easement.

The Medal of Honor Subdivision creates the 150-foot-wide Medal of Honor right-of-way, which will intersect with Pueblo Blvd., directly west of the 24th Street intersection with Pueblo Blvd., and will extend west through the subdivision conforming with the PACOG Long Range Transportation plan for the principal arterial extension into Pueblo West. An access permit will need to be secured from Colorado Department of Transportation by Pueblo County for the Medal of Honor connection to Pueblo Blvd (SH 45). Water and wastewater service lines will be installed within the right-of-way of Medal of Honor Blvd providing service to the County Detention Center and will serve Parcel A and Parcel B upon re-subdivision and future development.

The subdivision also includes a 60-foot-wide local roadway, Justice Road, that extends south from the proposed Medal of Honor Blvd. directly adjacent to the eastern property line of the proposed Lot 1. Justice Road will

provide ingress/egress to a future City owned and maintained parking lot serving the Honor Farm Park and Open Space property, and provide access point(s) to the future re-subdivided Parcel B. Future re-subdivision of Parcel A will require Justice Road to be platted and extended north through Parcel A as shown in the PACOG Long Range Transportation Plan.

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, June 7, 2023.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Wastewater: If a diameter 8" or greater service will be installed, the service will be a private sewer and will need to be identified on the plat and referenced in a declaration of covenants on the subdivision plat. 2. Department of Transportation and Public Works: See attached memo from Melanie Turner, Traffic Engineer, June 9, 2023 and redlined subdivision plat.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The subject property is unimproved and contains native vegetation.

❑ **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 Compliance:**

The Pueblo Regional Comprehensive Plan, 2022, designates the subdivision site 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 accommodate 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 Institutional Mixed Use designation.

The eastern portion of the subdivision 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.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

❑ **Minimum lot size and width:**

The S-1 Government Use District does not have a minimum lot size or width.

The approved annexation agreement allows for the interim A-1, Zone District regardless of lot area and width. Parcels A and B must be re-subdivided and rezoned prior to development as required by the Annexation Agreement.

REFERRAL AGENCIES AND COMMENTS:

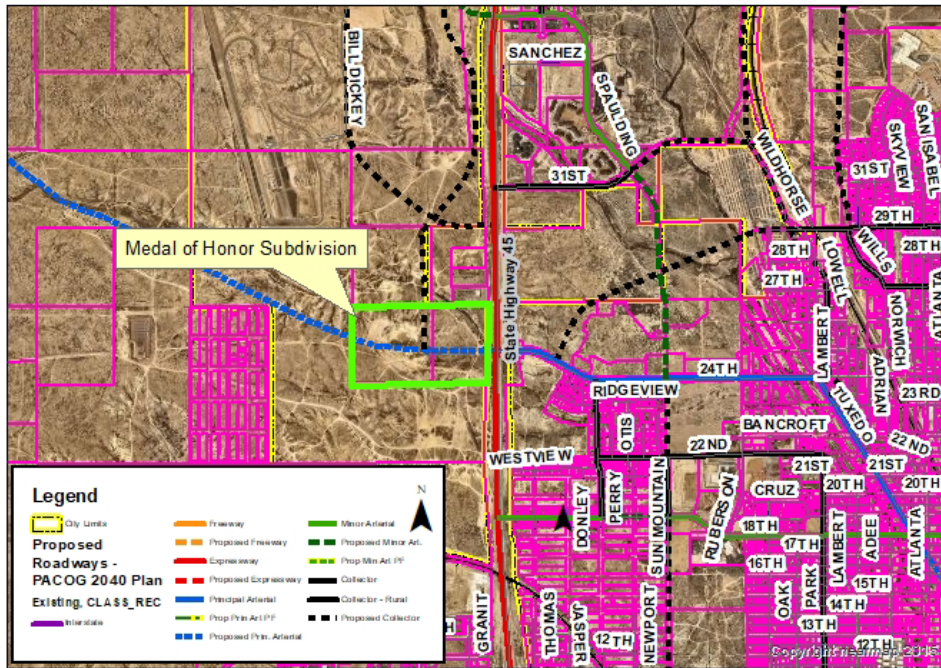
- City Public Works-comments addressed in conditions
- City Transportation-comments addressed in conditions
- Pueblo Regional Building Department-No comment
- City Fire Department-no comment
- Pueblo Board of Water Works-no comment
- City Wastewater-comments addressed in conditions
- City Stormwater-see attached memo from Noah Stamm, Drainage Engineer, June 6, 2023
- City Parks and Recreation Department-no comment
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-see attached memo from Arthur Gonzales, Access Manager, May 23, 2023

ATTACHMENTS:

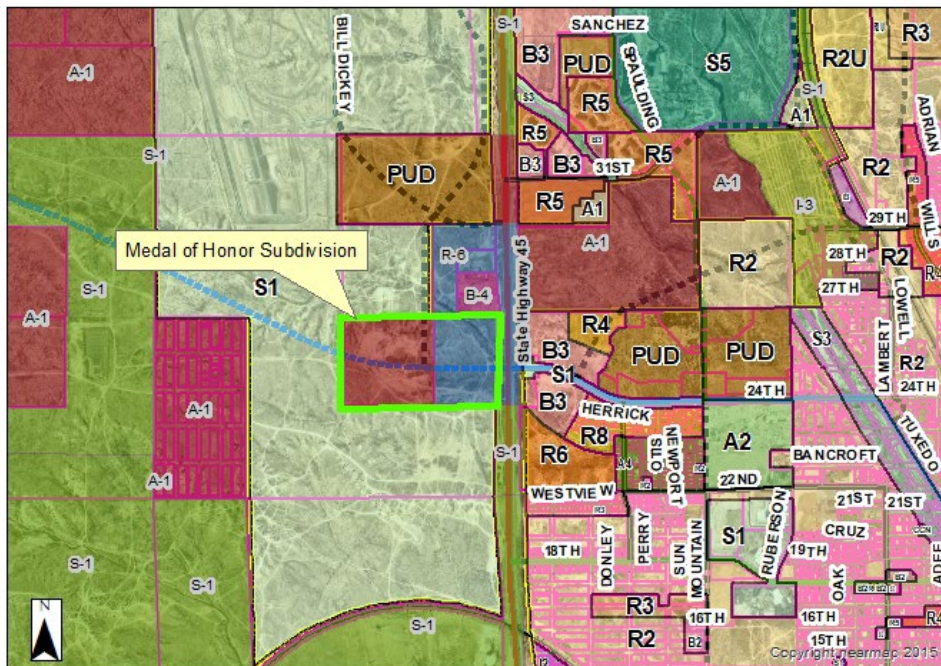
- A. Aerial Photograph

- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. SRC Memo June 7, 2023
- F. Plat
- G. Subdivision Application
- H. Stormwater Utility Memo, Noah Stamm, Drainage Engineer, June 6, 2023
- I. DOT Memo, Melanie Turner, Traffic Engineer, June 9, 2023
- J. CDOT Memo, Arthur Gonzales Access Manager, May 23, 2023
- K. Redlined Subdivision Plat with DOT and Public Works Conditions

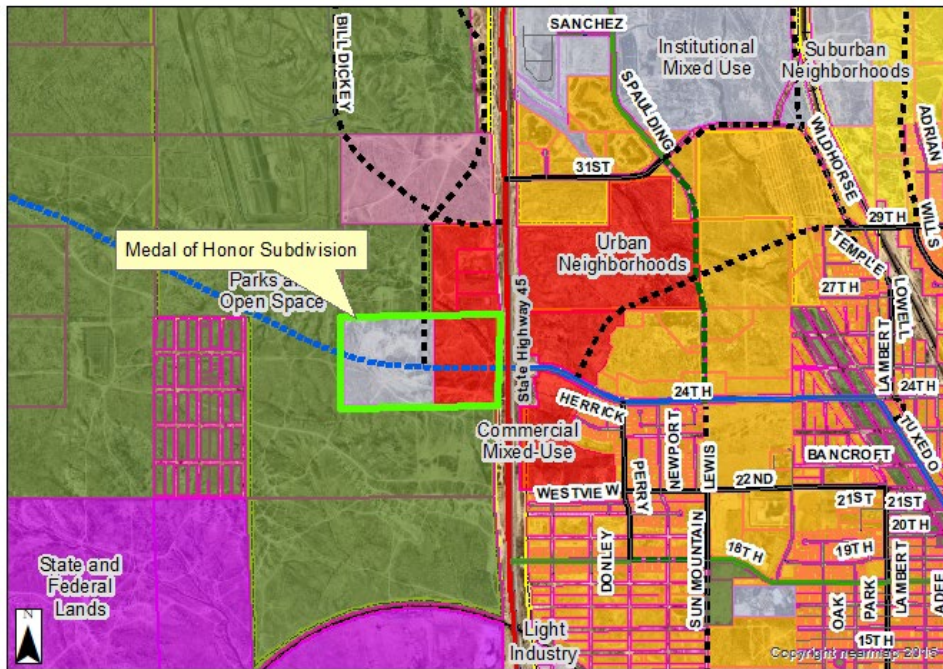
I.
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



Medal of Honor Subdivision site looking west from Pueblo Blvd.



Pueblo County Detention Center rezoning site looking east towards Pueblo Blvd.

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: June 9, 2023

Subject: S-23-05 Medal of Honor Subdivision

S-23-05 Medal of Honor Subdivision: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	The applicant submitted a request for deferred filings
Plat Deficiencies:	None
Conditions of Approval (all conditions must be addressed prior to City Council review):	1. Wastewater: If a diameter 8" or greater service will be installed, the service will be a private sewer and will need to be identified on the plat and referenced in a declaration of covenants on the subdivision plat. 2. Department of Transportation and Public Works: See attached memo from Melanie Turner, Traffic Engineer, June 9, 2023 and redlined subdivision plat.

SUBDIVISION APPLICATION**Attachments: Subdivision Submittal Checklist - Part I** ☒**Subdivision Submittal Checklist - Part II** ☐

DATE OF APPLICATION: April 10th, 2023		
SUBDIVISION NAME: Medal of Honor Blvd Subdivision		
PROPERTY OWNER: Sabina Genesio, County Manager on behalf of Pueblo County		
ADDRESS: 215 W. 10th St, Pueblo Colorado 81003		
TELEPHONE: 719-583-6244	FAX:	E-MAIL: genesios@pueblocounty.us
SUBDIVIDER (if different than property owner): Pueblo County		
ADDRESS:		
TELEPHONE:	FAX:	E-MAIL:
ENGINEERING FIRM: Wilson & Company		
ADDRESS: 5755 Mark Dabling Blvd, Suite 220 Colorado Springs Co, 80919		
TELEPHONE: 719-651-1026	FAX:	E-MAIL: david.watt@wilsonco.com
PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE: David Watt		P.E. # 26431
SURVEYING FIRM: Wilson & Company		
ADDRESS: 5755 Mark Dabling Blvd, Suite 220, Colorado Springs Co 80919		
TELEPHONE: 303-501-1247	FAX:	E-MAIL: michael.lindquist@wilsonco.com
PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE: Michael Lindquist		P.L.S. # 38666

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

IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE
SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO

"ALL OF THE STREETS AND PUBLIC UTILITY AND CITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY FOR THE PERPETUAL USE OF THE PUBLIC, WITH RESPECT TO ALL EASEMENTS FOR CITY UTILITIES INCLUDING BUT NOT LIMITED TO SANITARY AND STORMWATER SERVICES AND WHETHER DESIGNATED AS PUBLIC OR PRIVATE. THE CITY 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 EASEMENTS THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND REPAIR OF ANY PUBLIC UTILITY PARTS OR EQUIPMENT AND TO REMOVE AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED."

Provide a plat note (on the first sheet) that says that the collector street, Justice Rd, needs to be platted, designed, and built when Parcel A is subdivided.

The map displays the Wild Horse area in Pueblo, Colorado. Major roads shown include W US Highway 50, N Pueblo Blvd, S Purcell Blvd, W US Highway 50, and W US Highway 47. Key landmarks and locations marked are Wild Horse, Ridge, Eden, University, Pueblo Mall, Club, Colorado Mental Health Institute, La Vista Correctional Facility, Pueblo Minimum Center, Buell Children's Museum, Fountain Creek Corridor, Pueblo Community Correction Services, Belmont, East Side, and Lower East. A hatched rectangle labeled 'SITE' is located near the intersection of N Pueblo Blvd and W US Highway 50.

LEGAL DESCRIPTION AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT _____, AND
_____ BEING THE SOLE OWNERS OF THE FOLLOWING PROPERTY:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY (20) SOUTH, RANGE SIXTY-FIVE (65) WEST OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) MORE PARTICULARLY DESCRIBED AS FOLLOWS.

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 1319.21 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER; THENCE S 89° 21' 12" W, ALONG SAID SOUTH LINE, A DISTANCE OF 964.40 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE S 89° 20' 51" W, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1318.28 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE S 89° 20' 51" W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1320.37 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE N 89° 24' 14" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2333.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 69.906 ACRES, MORE OR LESS.

HAVE CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO PARCELS, 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 MEDAL OF HONOR BLVD SUBDIVISION

PARCELS A AND B ARE HEREBY RESERVED FOR FUTURE SUBDIVISION AND DEVELOPMENT.

ALL OF THE PROPERTY SHOWN ON THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS_____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

IN WITNESS WHEREOF, _____, _____, SETS HIS HAND AND
SEAL THIS DAY _____ OF _____, 2023A.D.:

PUEBLO COUNTY, A BODY CORPORATE AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO

BY: _____
AS: _____

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

_____, A NOTARY PUBLIC IN AND FOR THE COUNTY OF PUEBLO, STATE OF
COLORADO, DO HEREBY CERTIFY THAT _____,
WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHO SIGNED THE AFORESAID
DEDICATION, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION
THEREOF TO BE HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH
AS THE DEED OF SAID ENTITY.

WITNESS MY HAND AND NOSTRIL SEAL THIS THIS _____ DAY OF _____, AD, 20____ A.D.:

MY COMMISSION EXPIRES: _____
 NOTARY PUBLIC: _____
 DATE: _____

THIS IS TO CERTIFY THAT WE HAVE PREPARED THE ANNEXED PLAT AND THAT IT COMPLIES WITH THE MINIMUM STANDARDS FOR LAND SURVEY PLATS AS SET FORTH IN SECTION 38-51-106 ET. SEQ., C.R.S. 1994 (AS AMENDED). WE HAVE PERFORMED THE ACCOMPANYING SURVEY AND IT WAS CONDUCTED BY ME OR UNDER MY RESPONSIBLE CHARGE. ALL LINES AND DIMENSIONS ARE CORRECTLY SHOWN HEREON TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MICHAEL J. LINDQUIST, P.L.S. 38666
900 S. BROADWAY, SUITE 220
DENVER, CO 80209

GENERAL NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE CERTIFICATION SHOWN HEREON.

2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WILSON & COMPANY TO DETERMINE TITLE OR EASEMENTS OF RECORD. RESEARCH FOR THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH CRS 38-51-106 AND THE RULES OF PROCEDURE AND BOARD POLICY STATEMENTS OF THE STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, SPECIFICALLY THOSE BOARD RULES AND POLICY STATEMENTS RELATING TO THE DEPOSITION OF EASEMENTS AND RIGHTS OF WAY. SUBDIVISION PLATS, TITLE COMMITMENT NUMBER CO-FCTV-IMP-27306-1-22-NO08887, EFFECTIVE DATE JUNE 30, 2022, PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY WAS RELIED UPON FOR ALL INFORMATION REGARDING EASEMENTS OF RECORD, RIGHTS OF WAY, TITLE OF RECORD AND CIVIL COURT ACTIONS OF RECORD.

3. BASIS OF BEARINGS: BEARINGS USED HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, BEING S80°33'34"E, NAD83 COLORADO SOUTH ZONE GRID BEARING, 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. TRACT A AND TRACT B ARE NON-BUILDABLE PARCELS.

NOTICE

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE FEASIBLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE CITY ENGINEER, 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.

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

APPROVAL FOR RECORDING

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____

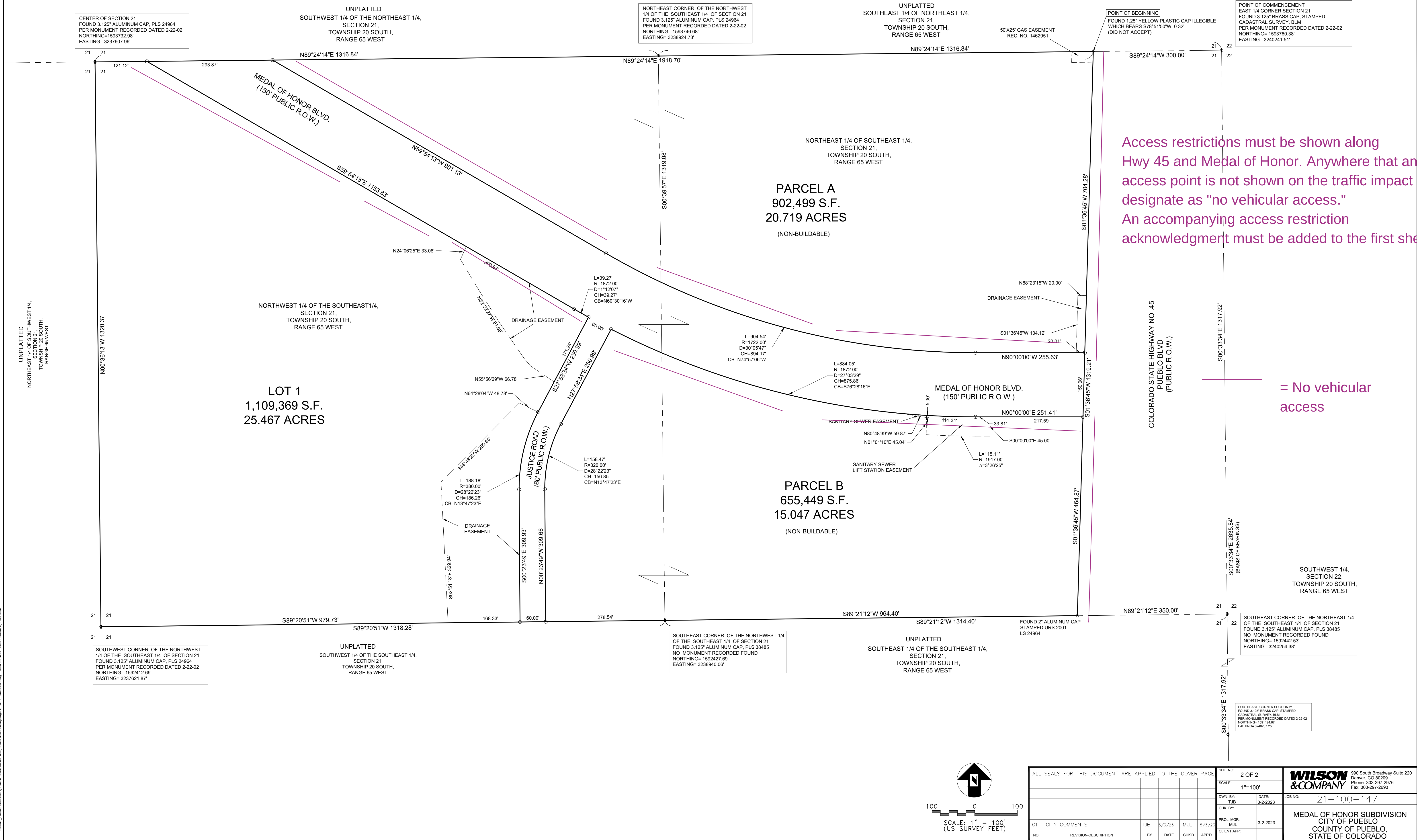
THIS IS TO CERTIFY THAT THE PLAT OF (INSERT FULL NAME OF SUBDIVISION) HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

CITY CLERK _____ DATE _____

ALL SEALS FOR THIS DOCUMENT ARE APPLIED TO THE COVER PAGE						SHT. NO. 1 OF 2		 WILSON & COMPANY 190 South Broadway Suite 220 Denver, CO 80202 Phone: 303-297-2074 Fax: 303-297-2693	
						SCALE: 1"=100'			
						DWN. BY: TJB		DATE: 3-31-2023	
						CHK. BY:		JOB NO: 21-100-147	
						PROJ. MGR: MJL		MEDAL OF HONOR SUBDIVISION CITY OF PUEBLO COUNTY OF PUEBLO, STATE OF COLORADO	
01 CITY COMMENTS						5/3/23 MJL 5/3/23			
NO REVISION-DESCRIPTION						BY DATE CHKD APPD			

MEDAL OF HONOR SUBDIVISION

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





Stormwater Utility

MEMO

TO: Beritt Odom, Principal Planner
FROM: Noah Stamm, Drainage Engineer
DATE: June 6th, 2023
SUBJECT: S-23-05 2nd submittal review

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

Color Code: Black = April 28 comments
Blue = June 6 comments
(Crossed-out items indicate they have been addressed.)

Part I

- ~~1. See redlined Plat.~~
- ~~2. See redlined Supplemental Map.~~
- ~~3. Provide a Preliminary Drainage Report in accordance with "City of Pueblo Drainage Criteria Manual April 2023". Please clearly identify the phasing of the drainage report. At the time of Phase 1 all requirements pertaining to subdivisions should be addressed including all lots and the portion of the road within the subdivision boundary. Phase 2 can be for the rest of the road.~~
- ~~4. Discuss maintenance responsibilities for the drainage facilities. All ponds and water quality measures will be the responsibility of the owner of the lots in which they lie in. The City will maintain anything in public right of way after subdivision acceptance.~~
- ~~5. Include checklist in drainage report, ensure everything required by checklist is in the report.~~
- ~~6. Discuss each lots intent. Usually, we require regional ponds to be sized for planned land use. If lots 2 & 3 are being platted as nonbuildable state this in the report and explain at time of resubdivision/commercial development these lots will be required to detain for their sites and release at historic rates. Also add notes to plans that if any of the land is disturbed in construction of the road these lots will need to be revegetated per our MS4 permit.~~
- ~~7. All hydrologic and water quality calculations are required in Part I.~~
- ~~8. Provide all required appendices. The only appendix not required at this time is hydraulic calculations.~~
- ~~9. Provide Drainage Plan with everything required by checklist.~~
- ~~10. See additional comments in the redlined drainage report.~~
- ~~11. Provide a project benchmark.~~
- ~~12. Provide revegetation and slope stabilization methods including planned seed mix.~~
- ~~13. All cut and fill slopes must comply with the grading requirements in The Storm Drainage Design Criteria Manual and Drainage Policies for City of Pueblo, Colorado.~~

- ~~14. Provide a stormwater facility maintenance agreement per Pueblo Municipal Code 16.12.10.d. A template and guide have been provided.~~
- ~~15. Provide SWMP in accordance with Pueblo DCM April 2023~~
- ~~16. Please provide the following notes on the ESC Plan:~~
 - ~~a) Prior to any construction, including site grading and excavation, an approved 'Erosion and Sediment Control Plan' shall be posted on site and all required BMPs installed.~~
 - ~~b) General contractor shall maintain and update the 'Erosion and Sediment Control Plan' as construction dictates. Current and correct plan shall always remain on site and be readily accessible to the City Stormwater Inspector.~~
 - ~~c) General contractor or his representative shall inspect, at a minimum, the site every 2 weeks and within 24 hours of any precipitation or snowmelt event that causes surface erosion. (i.e., that results in stormwater running across the ground).~~
 - ~~d) General contractor/owner is fully responsible to maintain all required BMPs to prevent erosion and sediment from leaving the construction site.~~
 - ~~e) Failure to comply with minimum requirements is a violation of City Ordinances.~~

Part II

1. Preliminary drainage report is approved see comments in 2nd redlined report that are applicable to part II. The final drainage report will be reviewed once part II is submitted.
2. Extents of drainage easements subject to change based off Darlene's revisions in C-23-17 based off stage volumes, release rate, and freeboard. If drainage easement extents change this can just be updated before plat is recorded.
3. The City Attorney is currently reviewing the SFMA.

Andrew Hayes
Director of Public Works

Melanie Turner, PE
Traffic Engineer



350 Alan Hamel Avenue
Pueblo, CO 81003

Phone (719) 553-2722
Fax (719) 553-2723

Department of Transportation

MEMO

TO: Beritt Odom
FROM: Melanie Turner, Traffic Engineer
DATE: 6/9/2023
SUBJECT: 2nd Review and P&Z Conditions S-23-05, Medal of Honor Subdivision

P&Z Conditions:

These conditions need to be met prior to being scheduled for City Council.

- 1) Show access restrictions along State Highway 45 and along Medal of Honor. Anywhere that an access point is not shown on the traffic impact study, designate as "no vehicular access." Leave an 80' opening on Parcel A, where Justice Rd. will continue north.
- 2) Add a statement (on the dedications sheet) acknowledging aforementioned access restrictions.
- 3) Provide a plat note (on the first sheet) that says that the collector street, Justice Rd, needs to be platted, designed, and built when Parcel A is subdivided.
- 4) Revise plat statement regarding the dedication of public streets to say:
All streets and easements shown hereon are hereby dedicated to the public for perpetual use.
- 5) Move plat statement (regarding the dedication of public streets) to the dedication section of the page.
- 6) See similar comments/redlines on plat.

Additional comment:

The traffic impact study will need revisions (per the last review) before it is accepted as "final." I will continue to review it with Part II of this subdivision.



COLORADO

Department of Transportation

Region 2 Permits
5615 Wills Blvd, Suite A
Pueblo, CO 81008-2349

May 23, 2023

Highway 45A / 24th Street / Medal of Honor Blvd.
City of Pueblo and Pueblo County

Beritt Odom, Principal Planner
City of Pueblo - Planning and Community Development
211 E. D Street
Pueblo, CO 81003

RE: Medal of Honor - Subdivision - S-23-05

Dear Beritt,

I am in receipt of a plan review referral request for comments for Medal of Honor - Subdivision. The project description will comprise of a 3.3-mile extension of a four-lane divided highway between Purcell Boulevard and Pueblo Boulevard (SH 45) with speeds of 65mph and 45mph. This extension will create the fourth leg of this Intersection. The extension street includes multi-modal trails and pedestrians, E-bikes, and E-scooters. This trail will generally parallel on the north side of the road before turning south to follow on the west side of Pueblo Boulevard and will continue south until it joins the existing trailhead at West 11th Street. Other elements include signalized access off Joe Martinez Blvd. to a new Detention Center 2,600-feet west of the Pueblo Blvd. Intersection. This connection access proposes two have a two-lane access to the new Detention Facility.

Traffic

The Traffic Impact Study dated April 2023 by Wilson and Company has been reviewed by a CDOT Traffic Engineer. Their comments follow:

- The submitted Traffic Impact Study is found to be acceptable and have no further comments.

Hydraulics - The reviewed Phase 1 Drainage Report dated April 10, 2023 by Wilson and Company, has been reviewed and their comments are as follows:

- What are the FEMA flows (in addition to the 100-yr) referenced in section 10.1? The area has zone A. Are the flows for Wildhorse Tributary published in the FIS?
- Existing conditions calculations include areas with large % impervious. The SHAC states "Drainage to the state highway right-of-way shall not exceed the undeveloped historical rate of flow." The undeveloped rate in the CDOT DDM Chapter 7 Table 7.5 defines undeveloped historic flow analysis as 2% impervious. Alternatively, the City of Pueblo drainage criteria can be used for historic rate.
- Please include reference materials discussed in the report in the appropriate appendix.
- Please include a comment response letter with resubmittal.



Access

My comment follows:

- Section 1.4(1) of the State Highway Access Code, states in part that no person, shall construct any access providing direct vehicular movement to or from any state highway from or to property in close proximity or abutting a state highway without an access permit issued by the designated issuing authority with the written approval of the Department.
- Under Section 2.6 (Change in Land Use and Access Use) of the State Highway Access Code, states the requirements of a new access permit. It states in part that if any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume increases by 20% and or vehicle type, the permittee or property owner will coordinates with the local authority and the Department to determine if a new access permit and modifications to the access are required.
- A CDOT Access Permit will be required for this development in regard to the addition of the fourth leg of the intersection and any proposed change in land use in proximity to SH45.
- Development of Access Control Lines will be required as part of the terms and conditions of this development within CDOT Rights of Way. Please coordinate with Arthur Gonzales CDOT Access for guidance.
- It is understood as part of the Access Permit for the Pyramid Motors Auction parcel that they will be gaining access to a newly designed access road to the west of SH45 and the cross over and the existing access is to be closed upon construction.
- A temporary access permit for construction traffic will be allowed through a CDOT Temp Access Permit off SH45. Prior to application, approval of a Traffic Memo detailing the construction traffic or any traffic that will utilize this temp access permit.
- CDOT is awaiting the plan set for the connection point of Medal of Honor Blvd. to SH45 and understands that those are being worked on.
- An Access Application has been made submitted to CDOT for Access to SH45/Pueblo Blvd. but is on hold as the TIS is being vetted out.

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.
- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Ausbun.

Please contact me in Pueblo at (719) 546-5732 or by email arthur.gonzales@state.co.us with any questions.

Sincerely,


Arthur Gonzales
CDOT R2 - Access Manager

Xc: file

May 30, 2023

The City Planning and Zoning Commission will hold a public hearing on requests from **Pueblo County** for the approval of the following application generally located west of the intersection of West 24th Street and Pueblo Blvd. (SH45).

S-23-05 Subdivision: Medal of Honor Subdivision, subdivision of subdivision of 69.9 acres into one lot for the Pueblo County Detention Center and two non-buildable parcels reserved for future subdivision and development.

The Planning and Zoning Commission meeting will be held on June 14, 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

May 30, 2023

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER: S-23-05

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 MEDAL OF HONOR BLVD. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the 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.

May 30, 2023
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Owr
BUTCHER JAMES H	1 JUDYS DREAM LN	PUEBLO	CO
STATE OF COLORADO DEPT OF NATURAL R + DIV OF PARK	1375 SHERMAN ST	DENVER	CO
MORENO CLAUDIO JR/MORENO JOE ANN	1617 AQUILA DR	PUEBLO	CO
ASH FAMILY INVESTMENTS LLC	2000 MEADOW VALE RD	LONGMONT	CO
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO
H M C D INVESTMENTS LLC	2751 N PUEBLO BLVD	PUEBLO	CO
HOUSMAN ROBERT C	63 CORNELL CIR	PUEBLO	CO

OwnerZip

81005-8703

80203-2246

81008-1796

80504-6226

81003-2945

81008-2203

81005-1644



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 24, 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 PUBLIC ART DONATION AGREEMENT BETWEEN LATKA STUDIOS, LLC., A COLORADO LIMITED LIABILITY COMPANY AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE DONATION OF ARTWORK FOR PUBLIC ENJOYMENT AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance approving a Public Art Donation Agreement between Latka Studios, LLC., and the City of Pueblo, related to the donation of a metal sculpture to be installed in the roundabout at the intersection of Midway Avenue and Lamar Avenue for public enjoyment.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Latka Studios, LLC., has requested to install a metal sculpture in the center of the intersection at Midway Avenue and Lamar Avenue. The installation of the proposed sculpture will include new curb and gutter, lighting, and a concrete foundation. The City will install new traffic control striping and signage to facilitate safe traffic operations around the roundabout.

FINANCIAL IMPLICATIONS:

Latka Studios will donate the sculpture to the City of Pueblo at no cost and will be responsible for the installation and maintenance of the artwork for a period of two years while it is on public display. After the two-year maintenance period has expired, the City of Pueblo may, at its discretion, opt to continue displaying the artwork, or remove the artwork. In such case, the City of Pueblo will be responsible for all costs associated

with the maintenance of the artwork after the donor's two-year maintenance period expires.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Denial of this agreement will result in the City of Pueblo being unable to accept the donated artwork from Latka Studios, LLC.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Latka Studios - Public Art Donation Agreement (final)

ORDINANCE NO.

AN ORDINANCE APPROVING A PUBLIC ART DONATION AGREEMENT BETWEEN LATKA STUDIOS, LLC., A COLORADO LIMITED LIABILITY COMPANY AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE DONATION OF ARTWORK FOR PUBLIC ENJOYMENT AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

SECTION 1.

The Public Art Donation Agreement ("Agreement") by and between Latka Studios, LLC., a Colorado Limited Liability company and the City of Pueblo, a Municipal Corporation, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the Pueblo City Attorney, is hereby approved. The Mayor is hereby authorized to execute said Agreement for and on behalf of the City of Pueblo and the City Clerk's Office is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon passage and approval.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

PUBLIC ART DONATION AGREEMENT

THIS PUBLIC ART DONATION AGREEMENT ("Agreement") is hereby entered into this ____ day of _____, 2023 by and between the City of Pueblo, a Colorado municipal corporation ("City"), and Latka Studios, LLC, a Colorado limited liability company ("Donor"). City and Donor may be individually referred to herein as "Party" or collectively referred to as "Parties."

WITNESSETH:

WHEREAS, Donor desires to install a metal sculpture ("Artwork") and donate said Artwork to the City for public display and enjoyment;

WHEREAS, Donor represents that she is the sole owner of said Artwork and that she has the right to convey the Artwork and all intellectual property rights, including design and copyright, to City;

WHEREAS, Donor desires to convey the Artwork to City and install the Artwork for public display within the City;

WHEREAS, City agrees to accept ownership of the installed Artwork for public display and enjoyment within the City subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and all other covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all Parties agree as follows:

1. The following terms as used in this Agreement shall have the following meanings:

"Effective Date" refers to the date of this agreement and means the date of final signature of any of the Parties to this Agreement, whichever is latest.

"Installation Date" means the date set forth in the Schedule for which the installation of the Artwork shall commence.

"Installation Deadline" means June 30, 2025 unless such date is extended in writing by the Director of Public Works, which extension shall be made at the sole and absolute discretion of said Director.

"Maintenance and Repair Services" means, without limitation, all actions required so that the Artwork is kept and maintained in a good, clean, safe and operable condition consistent and in compliance with all applicable laws, ordinances, and regulations including but not limited to removing dirt, grime, bird droppings, weeds, graffiti, and repairing minor damage to the Artwork caused by weather, Acts of God, vandalism or any other cause, including damage by a motor vehicle.

“Premises” means the designated area as indicated in Exhibit A, which is attached hereto and incorporated herein.

“Public Art Display” means the Artwork and other installed ancillary improvements shown in the attached Exhibit B, which are located upon the Premises and which may be necessary for the safe public enjoyment of and access to the Artwork.

“Schedule” means the schedule for installation of the Artwork as required by this Agreement.

2. Within one hundred-eighty (180) days of the Effective Date of this Agreement, Donor shall provide City with the Schedule. The Schedule shall be subject to review and approval by City. Following approval of the Schedule by City, any subsequent changes must be approved by City before installation may commence. It is expressly acknowledged and agreed that the placement or location of the Artwork upon City property or within a public right-of-way must be approved by the City’s Director of Public Works.

3. Subject to and conditioned upon the approval of the Schedule, City agrees to allow Donor to install the Public Art Display (or to have the Public Art Display installed) upon the Premises.

4. Upon installation of the Public Art Display by Donor and written acceptance of the installed Artwork by City, ownership of the Artwork and all intellectual property rights, including design and copyright, shall be conveyed to and become the property of City. Risk of loss or damage to the Artwork will be borne by Donor until the Artwork is installed and accepted by City. For two (2) years following the Installation Date, Donor agrees to perform Maintenance and Repair Services for the Artwork at her sole expense. For two (2) years following the Installation Date, City agrees to retain ownership of the Artwork, and all rights attached thereto, and except as provided in Paragraph 9 below, City agrees to coordinate with Donor to ensure public access to and enjoyment of the Artwork.

5. City shall provide and maintain roadway striping and fabricate, install, and maintain traffic control signs necessary to facilitate safe and efficient traffic operations in the right-of-way surrounding the Public Art Display. All other proposed improvements shown in Exhibit A shall be installed at Donor’s sole expense including, but not limited to, the Artwork, curb and gutter, lighting, landscaping, hardscaping, asphalt patching, and other related work as part of the

6. If for any reason City refuses to accept the installed Artwork, Donor shall retain ownership of the Artwork and shall be responsible for removing the Artwork from the Premises at her sole expense within forty-five (45) days after notice by City. Donor **shall not** be responsible for removing installed concrete or asphalt pavements curb and gutter, striping, or any installed landscaping improvements.

7. If Donor fails to install the Artwork prior the Installation Deadline, City’s obligations under this Agreement shall terminate, and Donor shall return the Premises to their original conditions except Donor shall not be responsible for removing installed concrete or asphalt pavements curb and gutter, striping, or any installed landscaping improvements.

8. Donor agrees to indemnify, defend, save and hold harmless the City, its respective agents,

officers, directors, employees and representatives from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses occasioned in connection with, arising or alleged to arise from, wholly or in part, the Maintenance and Repair Services provided by Donor under this Agreement.

9. If Donor is unable or unwilling to provide Maintenance and Repair Services, if Artwork or Public Art Display becomes a nuisance, or if Artwork is damaged and repair or restoration costs exceed reasonable economic value for the replacement of the Artwork, City may remove and dispose of the Artwork at its sole discretion. If Artwork is removed by City for any of the conditions specified within this Paragraph 8 within the two-year period following the acceptance of the Artwork by City, City shall provide written notice to Donor of its decision.

10. No term or provision of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, benefits, rights, protections, or any other provision of the Colorado Governmental Immunity Act, sections 24-10-101 and 120, C.R.S., as amended, or any other law granting immunity to the City and each of its respective officers and employees.

11. This Agreement sets forth all understandings and agreements between the Parties relating to the subject matter hereof. No modification or amendment to this Agreement shall be valid unless set forth in writing and approved by the Parties. No verbal representation, agreement or understanding by any officer or employee of the City, either before or after execution of this Agreement, shall modify or amend any of the terms and provisions of this Agreement.

12. The provisions of this Agreement are for the benefit of the named Parties only, and no third party shall have any right or remedy hereunder or the right to enforce any provision of this Agreement.

13. This Agreement shall be construed in accordance with and be governed by the laws of the State of Colorado without regard to conflict of law principles.

14. Time is of the essence hereof. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, provided Donor may not assign this Agreement or any interest herein without the express written consent of City.

15. In no event shall the City, its officers, agents or employees, be liable to Donor for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City, or the failure or delay of City in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of City entering into this Agreement, Donor hereby waives and discharges City, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay or failure of City under this Agreement shall be or be construed to be a waiver, discharge or release of Donor's obligations under this Agreement.

16. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

17. Each Party acknowledges that this Agreement was fully negotiated by the Parties and, therefore, no provision of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.

18. 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 jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

19. This Agreement may be executed in one (1) 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.

SIGNATURE PAGE

ATTEST:

CITY OF PUEBLO

By: _____
Marisa Stoller, City Clerk

By: _____
Mayor Nicholas A. Gradisar

Date: _____

Date: _____

[S E A L]

LATKA STUDIOS, LLC

By:

Jean Latka
Jean Latka, President

Date:

8/15/2023

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this 15 day of August, 2023, by Jean Latka as President, Latka Studios, LLC.

Witness my hand and official seal.

[SEAL]

My commission expires November 20, 2023.

**GERALDINE JACQUELINE ROQUE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194043857
MY COMMISSION EXPIRES 11/20/2023**

Geraldine Jacqueline Roque
Notary Public

EXHIBIT A

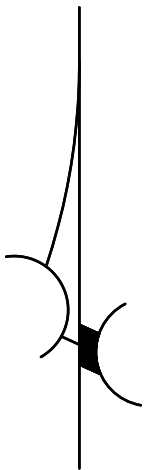


SEE "STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS" FOR CITY OF PUEBLO, COLORADO SHEET SD6 DETAIL "C" FOR HANDICAP RAMP DETAILS.

ALL NEW CONSTRUCTION TO CONFORM TO "STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS" FOR CITY OF PUEBLO, COLORADO (MARCH 28, 2005).

ALL ASPHALT REMOVED IS TO BE REPLACED TO MEET CITY OF PUEBLO STANDARD SPECIFICATIONS.

THIS CONSTRUCTION PLAN COMPLIES WITH ALL CITY OF PUEBLO DESIGN STANDARDS WITH THE MOST CURRENT STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS.



REVIEWED FOR GENERAL COMPLIANCE WITH BOARD OF WATER WORKS STANDARDS

BY: _____ DATE: _____

REVIEWED FOR GENERAL COMPLIANCE WITH CITY OF PUEBLO STANDARDS

GENERAL _____ DATE _____

SANITARY SEWER _____ DATE _____

DRAINAGE _____ DATE _____

TRANSPORTATION _____ DATE _____

MIDWAY AVENUE AND LARMAR AVENUE

TRAFFIC CIRCLE PLAN SHEET

PROJECT NAME

SHEET TITLE

NORTHSTAR
ENGINEERING AND SURVEYING, INC.
111 E. 8TH ST., PUEBLO, CO. 81003
TEL: 719.244.0825 FAX: 719.244.0825

PREPARED UNDER THE DIRECT SUPERVISION OF MICHAEL LELAND CUPPY, P.E., COLORADO REGISTRATION NO. 40201.

HOR. SCALE: 1"=10'
VERT. SCALE: N/A

DATE: 06-21-23
DESIGN BY: MLC
DRAWN BY: MLC

CHECKED BY: MLC
FILE: MIDWAY_TRAFFIC.DWG

JOB NO. 2102100

REVISED BY	REVISION	DATE	MARK	REVIEWED BY	DATE



EXHIBIT A – Premises/Location Map

**Location of
Proposed Sculpture**

EXHIBIT B – Public Art Display Concept and Improvement Drawings



Exhibit B - Public Art Display Concept and Improvement Drawings

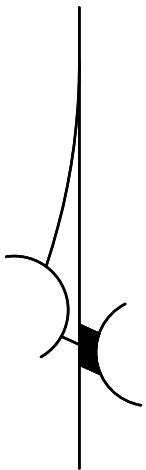


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REVIEWED FOR GENERAL COMPLIANCE WITH BOARD OF WATER WORKS STANDARDS

BY: _____ DATE: _____

REVIEWED FOR GENERAL COMPLIANCE WITH CITY OF PUEBLO STANDARDS

GENERAL _____ DATE _____

SANITARY SEWER _____ DATE _____

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TRANSPORTATION _____ DATE _____

MIDWAY AVENUE AND LARMAR AVENUE

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FILE: MIDWAY_TRAFFIC.DWG

JOB NO. 2102100

REVISED BY	REVISION	DATE	MARK	REVIEWED BY	DATE



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: July 24, 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 AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO SCHOOL DISTRICT NO. 60, RELATING TO THE MANAGEMENT OF A PUBLIC, EDUCATIONAL, AND GOVERNMENTAL CHANNEL ON THE COMCAST CABLE SYSTEM IN THE CITY OF PUEBLO, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

Attached is an Ordinance which approves and authorizes the Mayor to execute an intergovernmental agreement with Pueblo School District No. 60, a public school district and political subdivision of the State of Colorado ("District 60"). The agreement names District 60 as a "designated access provider" to manage one of the City's public, educational, and governmental ("PEG") channels on the Comcast Cable System in the City.

PREVIOUS COUNCIL ACTION:

City Council has previously designated District 60 as a "designated access provider," and approved an agreement with District 60 in 2016 for PEG fees.

BACKGROUND:

By Ordinance No. 8992, dated June 13, 2016, the City granted to Comcast a five-year non-exclusive franchise to operate its cable system within the City. Under the Franchise Agreement, Comcast is required to provide three (3) PEG channels on its City cable system. Pursuant to Section 9.1 of the Franchise Agreement, the City may choose one or more entities to manage a PEG channel. District 60 has requested that it be named as a "designated access provider" in order to provide television programming for the benefit of its students.

Pursuant to the Franchise Agreement, Comcast is required to collect and pay to the

City a fifty cent per month per subscriber PEG access support fee for capital improvements for the PEG channels. In the attached intergovernmental agreement, the City has agreed to pay District 60 33.3% of the PEG capital funds received from Comcast. Of the remaining PEG fees, 12.5% will be retained by the City and 54.2% will be paid to Pueblo Community College. The same split will be maintained when the Franchise Agreement is renewed.

The terms of the intergovernmental agreement are substantially the same as those entered into between the City and District 60 in 2016, but the 2016 agreement has since expired. The split of PEG fees between the parties will also remain the same.

FINANCIAL IMPLICATIONS:

The City anticipates receiving approximately \$120,000 in PEG fees annually. Of that amount, 54.2% (approximately \$65,000) will be paid to Pueblo Community College; 33.3% (approximately \$40,000) will be paid to Pueblo School District No. 60; and 12.5% (approximately \$15,000) will be retained by the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this Ordinance would require the City to find another “designated access provider” for one of Comcast’s PEG channels.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. IGA - City and Dist 60 - PEG Fees

ORDINANCE NO.

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO SCHOOL DISTRICT NO. 60, RELATING TO THE MANAGEMENT OF A PUBLIC, EDUCATIONAL, AND GOVERNMENTAL CHANNEL ON THE COMCAST CABLE SYSTEM IN THE CITY OF PUEBLO, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, the City of Pueblo wishes to select Pueblo School District No. 60, a public school district and political subdivision of the State of Colorado, ("District 60") as a "designated access provider" to manage one of the three public, educational, and governmental ("PEG") channels on the Comcast Cable Television System within the City of Pueblo; and

WHEREAS, District 60 has requested to be a "designated access provider" and is willing to manage one of the three PEG channels on the local Comcast system; NOW, THEREFORE,

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

SECTION 1.

The Intergovernmental Agreement ("IGA") between the City of Pueblo, a Municipal Corporation, and Pueblo School District No. 60, a public school district and political subdivision of the State of Colorado, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved by Council.

SECTION 2.

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

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached IGA which are necessary or appropriate to implement transactions described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into and effective as of _____, 2023 ("Effective Date"), by and between Pueblo School District No. 60, a public school district and political subdivision of the State of Colorado, located at 315 West 11th Street, Pueblo, Colorado (hereinafter referred to as "District 60"), and the City of Pueblo, a Municipal Corporation, located at 1 City Hall Place, Pueblo, Colorado (hereinafter referred to as "City"). City and District 60 may each be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, District 60 provides a pre-kindergarten through 12th grade public education program, including career and technical education, and desires to: provide education in the field of television production, videography, and broadcasting for its students; produce and/or broadcast educational or instructional content; broadcast meetings of District 60's Board of Education; and provide public announcements and other matters of interest or importance to the District 60 educational community (all of which functions are hereinafter collectively referred to as "Television Programming"); and

WHEREAS, District 60 and City desire to cooperate in District 60's efforts to provide meaningful Television Programming; and

WHEREAS, under that certain Franchise Agreement between the City of Pueblo and Comcast of Colorado IV, LLC ("Comcast") approved by Ordinance No. 8992 of the City of Pueblo ("Current Franchise"), Comcast has been granted a cable television franchise under which it (a) must activate and make available public, educational, and governmental ("PEG") channels to its subscribers, and (b) must collect and remit PEG access support fees to be used by City solely for PEG capital facilities and equipment ("PEG Capital Funds"); and

WHEREAS, pursuant to Section 9.1 of the Current Franchise, City may designate an entity or entities to manage all or part of the PEG channels ("designated access providers"); and

WHEREAS, a new Franchise Agreement between the City of Pueblo and Comcast is currently being negotiated ("Successive Franchise"), where it is proposed that Comcast be granted a cable television franchise under which it (a) must activate and make available PEG channels to its subscribers, and (b) must collect and remit PEG Capital Funds; and

WHEREAS, District 60 represents that it is willing and able to act as a designated access provider for a PEG channel provided under the Current Franchise and Successive Franchise, and City is willing to select District 60 as a designated access provider subject to compliance with the terms of this Agreement; and

WHEREAS, City is willing to provide PEG Capital Funds to District 60 for acquisition of capital equipment and facilities to be used in connection with Television Programming for cablecasting on its designated PEG channel; and

WHEREAS, the District 60 Superintendent, or his or her designee, has been delegated the authority to approve training agreements, to receive services, to use property, and to enter into other agreements so long as they involve less than \$250,000.00; and

WHEREAS, the Board of Education of District 60 has designated the Superintendent to enter into such training and other agreements for District 60.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties agree as follows:

1. GENERAL AND SCOPE OF SERVICES.

(a) District 60 agrees to perform, using its own employees and enrolled District 60 students, volunteers, and any consultants or contractors hired by District 60, the planning, implementation, and professional services necessary to provide Television Programming, and to furnish all labor, equipment, 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 the provisions of this Agreement.

(b) District 60 represents that it has the requisite authority and the necessary capacity to perform the services and Television Programming contemplated in Exhibit "A." To the extent any services or Television Programming are provided by consultants or contractors to District 60, District 60 shall bind same to the terms of this Agreement, and shall be responsible for their work and services.

(c) District 60 agrees that all Television Programming and related services performed under this Agreement by students enrolled at District 60 shall be supervised by District 60 instructors, and District 60 instructors shall supervise students when programming is released to the Comcast headend.

2. CITY RESPONSIBILITIES.

City shall designate in writing a representative of City who will be authorized to make all necessary decisions on behalf of City in connection with the performance of this Agreement and the disbursement of funds hereunder. In the absence of such a designation, the Mayor shall be deemed the City's designated representative.

3. PEG CAPITAL GRANT.

(a) Subject to receipt of PEG Capital Funds from Comcast and appropriation thereof by City Council, City will make a grant to District 60 in the amount of 33.3% of the PEG Capital Funds received from Comcast pursuant to the Current Franchise for acquisition by District 60 of only capital equipment and fixtures dedicated to PEG support ("PEG Capital Grant"). Upon the effective date of the Successive Franchise, and termination or expiration of the Current Franchise and PEG Capital Grant, unless otherwise set forth in a signed written agreement, City will make a grant to District 60 in the amount of 33.3% of the PEG Capital Funds received from Comcast pursuant to the Successive Franchise for further acquisition by District 60 of only capital

equipment and fixtures dedicated to PEG support (“Successive PEG Capital Grant”). All such equipment and fixtures shall have a useful life of not less than five (5) years. City will disburse the PEG Capital Grant and Successive PEG Capital Grant to District 60 in the following manner:

(i) District 60 shall obtain pre-approval from City for the specific capital equipment and fixtures to be procured with PEG Capital Grant or Successive PEG Capital Grant funds; and

(ii) Upon acquisition of the equipment and fixtures, District 60 shall submit periodic reimbursement requests to City detailing the eligible payment and reimbursement items; and

(iii) Upon verification by City that the expenditure has been authorized, City will disburse payment of PEG Capital Funds to District 60, aggregating up to but not exceeding the maximum amount specified in this Section.

(b) The equipment and fixtures used by District 60 for Television Programming and broadcasting purposes shall, when necessary, be replaced or repaired at District 60’s sole expense out of District 60’s allocation of the PEG Capital Grant or Successive PEG Capital Grant funds, as applicable. The Parties further agree that all equipment and fixtures located at City Hall or Memorial Hall which have been used for cablecasting purposes, are and shall remain the sole and exclusive property of the City.

4. TERM OF AGREEMENT.

The term of this Agreement shall be from July 1, 2023 to June 30, 2028, unless sooner terminated as herein provided. Should the Successive Franchise extend past June 30, 2028, this Agreement shall automatically renew and run concurrently with the Successive Franchise, and this Agreement will terminate upon termination or expiration of the Successive Franchise.

5. TERMINATION FOR CAUSE.

This Agreement may be terminated by City for cause, including any material nonperformance by District 60, upon ten (10) days’ prior written notice to District 60 including a statement of the reasons therefor. During said ten (10) day period, District 60 shall either correct the nonperformance or request a hearing before City Council to determine whether District 60 has failed to perform and whether, in the determination of Council, the Agreement should be terminated. If a hearing is requested, it shall be scheduled at a regular or special meeting of the City Council, and the decision of the City Council after hearing shall be deemed final and conclusive.

6. ASSIGNABILITY.

This Agreement shall not be assigned nor transferred by either Party without the prior written consent of the other Party. Any assignment or attempted assignment made in violation of this provision shall, at the non-assigning Party’s election, be deemed void and of no effect whatsoever.

7. INDEPENDENT CONTRACTOR.

District 60 is performing services under this Agreement as an independent contractor, and nothing herein shall be construed to make District 60 or any of its agents, employees, or students the agents or employees of City. No student, teacher, District 60 employee, parent, personal representative, or other person, firm, or entity shall be granted or have any private right of action, claim or civil liability remedy against the City or District 60, nor their respective officers, employees, or agents, by virtue of this Agreement. Nothing in this Agreement shall be construed to create any liability, or to waive any of the immunities, limitations on liability or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 et seq., or to waive any immunities or limitations on liability otherwise available to the City, District 60, or their officers, employees, or agents.

8. LIABILITY.

As to the City, District 60 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 District 60 or by the conditions created thereby; provided, however, that nothing in this paragraph is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 et seq. District 60 shall provide and maintain Workers' Compensation insurance coverage or self-insurance on its employees complying with the requirements of State law. District 60 shall be responsible for and ensure the PEG channel and all services meet all applicable accessibility requirements, including but not limited to those set forth in Section 24-85-101 et seq., C.R.S., and Section 24-34-801 et seq., C.R.S.

9. NO CREATION OF DEBT BY CITY.

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 attachment or exhibit thereto, by the City. Upon written notice, City may, in its sole and absolute discretion, terminate this Agreement for reasons of non-appropriation and without causing default or breach, discontinue the payment of PEG Capital Funds to District 60; provided, however non-appropriation shall not affect District 60's status as a designated access provider for a PEG channel provided under the Current Franchise and Successive Franchise.

10. MISCELLANEOUS.

(a) 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 Party 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, Attention: Mayor, 1 City Hall Place, Pueblo, Colorado 81003, or to District 60, Attention: Superintendent, 315 West 11th Street, Pueblo, Colorado 81003. Either Party may change its 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.

(b) Entire Agreement. This instrument contains the entire agreement between the Parties concerning the subject matter hereof, and any other written or oral agreement or representation respecting the subject matters hereof or the duties of either Party in relating thereto not expressly set forth in this instrument and its attachments is null and void.

(c) Amendments. No amendments to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of each Party.

(d) Equal Employment Opportunity. In connection with the performance of this Agreement, District 60 shall not discriminate against any employee or student or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, gender expression, marital status, sexual preference, national origin, disability or age. District 60 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, gender identity, gender expression, marital status, sexual preference, national origin, disability or age.

(e) Waiver of Breach. 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.

(f) 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

(g) 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.

11. 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.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

PUEBLO SCHOOL DISTRICT NO. 60

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By: _____
Name: Thomas Farrell
President, Board of Education

By: _____
Nicholas A. Gradisar, Mayor

APPROVED AS TO FORM:

ATTEST:

By: _____
Caplan and Earnest LLC
Attorneys for Pueblo School District No. 60

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

Generally, District 60 shall provide the following functions: (1) Serving as the designated access provider for its designated PEG channel under the Current Franchise and Successive Franchise, and (2) Providing Television Programming, as that term is defined in the Agreement.

I. Designated Access Provider

District 60 shall serve as one of the City’s designated access providers under the Current Franchise and Successive Franchise. The other designated access provider shall be Pueblo Community College. In connection therewith, District 60 shall:

1. Schedule and transmit all content to the headend of Comcast for airing on its designated PEG channel.
2. Manage the designated PEG channel on behalf of City, subject to general discretion from City. In general, District 60 will be the designated access provider for the education channel (“E”), which shall be used for educational or instructional content; the broadcasting of meetings of District 60’s Board of Education; and other material and announcements of interest or importance to the District 60 educational community.
3. In managing the designated PEG channel, District 60 shall make reasonable efforts to not permit commercial programming or advertising; provided that brief recognition of programming sponsors may be made. District 60 shall also make all reasonable effort to avoid transmission of libelous, obscene, or otherwise unprotected speech or material prohibited by federal law.
4. Develop rules and regulations for use and management of the designated PEG channel and submit same to the Mayor for approval. In the event the Mayor requests any changes therein, District 60 shall make such changes and resubmit the rules and regulations for approval.
5. Operate and maintain all equipment necessary to support District 60’s functions as a designated access provider.
6. District 60 is encouraged to provide channel information to Comcast and Comcast’s menu programmer in a timely manner in order to enable the program information to appear in the menu. District 60 should obtain the menu provider information directly from Comcast.
7. Make reasonable efforts to provide around-the-clock programming on its designated PEG channel. Inadequate scheduled programming and excessive service outages during scheduled programming shall be grounds for termination of this Agreement for cause. District 60 shall notify the Mayor if it determines that activation of an additional PEG channel is needed.
8. Promote the use of its PEG channel to content providers and the public.

II. PEG Origination Services

1. District 60 shall establish and equip a television production facility, including all necessary equipment and personnel, in order to record, produce, and transmit original programming or other authorized content for its designated PEG channel. District 60 shall use PEG Capital Funds only for PEG related capital costs.

2. District 60 shall work with and defer to City's Information Technology (IT) Department in coordinating upgrades and replacement of equipment and systems on City property. Should certain City-owned equipment require upgrades or replacement to meet the specifications of District 60 upgrades and replacements, such upgrades and replacements of the City-owned equipment, including but not limited to upgrades and replacements of "handoff" equipment and cabling, shall be paid for solely by District 60 from its allocation of PEG Capital Funds. All upgrades and replacements of City-owned equipment shall be owned solely by the City, and District 60 shall have no right or interest in the same.

3. District 60 shall work with and defer to City's IT Department in creating redundancy routes for audio, visual, and streaming services, such that City is still able to provide the services if District 60's system becomes unavailable for any reason.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 24, 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 TWO INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, DEPARTMENT OF HIGHER EDUCATION, RELATING TO THE MANAGEMENT OF TWO PUBLIC, EDUCATIONAL, AND GOVERNMENTAL CHANNELS ON THE COMCAST CABLE SYSTEM IN THE CITY OF PUEBLO AND PROVIDING FOR THE PRODUCTION OF WEEKLY COUNCIL MEETINGS, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

Attached is an Ordinance which approves and authorizes the Mayor to execute two intergovernmental agreements (IGAs) with Pueblo Community College. The IGAs name the community college as a “designated access provider” to manage two of the City’s public, educational, and governmental (“PEG”) channels on the Comcast Cable System in the City and provide for the production of weekly City Council meetings.

PREVIOUS COUNCIL ACTION:

City Council has previously designated Pueblo Community College (“PCC”) as its “designated access provider,” and approved an agreement with PCC in 2016 for PEG fees and broadcasting of City Council meetings.

BACKGROUND:

By Ordinance No. 8992, dated June 13, 2016, the City granted to Comcast a five-year non-exclusive franchise to operate its cable system within the City. Under the Franchise Agreement, Comcast is required to provide three (3) PEG channels on its City cable system. Pursuant to Section 9.1 of the Franchise Agreement, the City may choose one or more entities to manage a PEG channel. Pueblo Community College has requested that it be named as a “designated access provider” in order to provide television programming for the benefit of its students.

Pursuant to the Franchise Agreement, Comcast is required to collect and pay to the City a fifty cent per month per subscriber PEG access support fee for capital improvements for the PEG channels. In the attached IGAS, the City has agreed to pay to PCC 54.2% of the PEG capital funds received from Comcast. Of the remaining PEG fees, 12.5% will be retained by the City and 33.3% will be paid to Pueblo School District No. 60. The same split will be maintained when the Franchise Agreement is renewed.

In addition, PCC has agreed to continue cablecasting City Council meetings and work sessions on the second and fourth Mondays of each month.

The terms of the IGAs are substantially the same as those entered into between the City and PCC in 2016, but the 2016 agreement has since expired. The split of PEG fees between the parties will also remain the same.

FINANCIAL IMPLICATIONS:

The City anticipates receiving approximately \$120,000 in PEG fees annually. Of that amount, 54.2% (approximately \$65,000) will be paid to Pueblo Community College; 33.3% (approximately \$40,000) will be paid to Pueblo School District No. 60; and 12.5% (approximately \$15,000) will be retained by the City.

The City will pay PCC \$4,250 per month for cablecasting services.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this Ordinance would require the City to find another “designated access provider” for two of Comcast’s PEG channels.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. IGA - City and PCC - PEG fees
2. IGA - City and PCC - Council Meetings

ORDINANCE NO.

AN ORDINANCE APPROVING TWO INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, DEPARTMENT OF HIGHER EDUCATION, RELATING TO THE MANAGEMENT OF TWO PUBLIC, EDUCATIONAL, AND GOVERNMENTAL CHANNELS ON THE COMCAST CABLE SYSTEM IN THE CITY OF PUEBLO AND PROVIDING FOR THE PRODUCTION OF WEEKLY COUNCIL MEETINGS, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, the City of Pueblo wishes to select Pueblo Community College as a “designated access provider” to manage two of the three public, educational, and governmental (“PEG”) channels on the Comcast Cable Television System within the City of Pueblo; and

WHEREAS, Pueblo Community College has requested to be a “designated access provider” and is willing to manage two of the three PEG channels on the local Comcast system; and

WHEREAS, Pueblo Community College has agreed to continue to cablecast the meetings and work sessions of the Pueblo City Council on the second and fourth Mondays of each month; NOW, THEREFORE,

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

SECTION 1.

The Intergovernmental Agreement – Public, Educational, and Governmental (PEG) Fees and the Intergovernmental Agreement – Weekly Council Meeting Production (together the “IGAs”) between the City of Pueblo, a Municipal Corporation, and the State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education, for the use and benefit of Pueblo Community College, true copies of which are attached hereto, having been approved as to form by the City Attorney, are hereby approved by Council.

SECTION 2.

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

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached IGAs which are necessary or appropriate to implement transactions described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

INTERGOVERNMENTAL AGREEMENT
PUBLIC, EDUCATIONAL, AND GOVERNMENTAL (“PEG”) FEES

THIS AGREEMENT ("Agreement") is made and entered into and effective as of _____, 2023 (“Effective Date”), by and between the State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education, for the use and benefit of Pueblo Community College, located at 900 W. Orman Avenue, Pueblo, Colorado (hereinafter referred to as “PCC”), and the City of Pueblo, a Municipal Corporation, located at 1 City Hall Place, Pueblo, Colorado (hereinafter referred to as “City”). City and PCC may each be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, PCC operates an educational facility and desires to provide occupational education in the field of television production, videography, and broadcasting ("Television Instruction"); and

WHEREAS, PCC and City desire to cooperate in PCC’s efforts to provide meaningful Television Instruction to PCC students; and

WHEREAS, under that certain Franchise Agreement between the City of Pueblo and Comcast of Colorado IV, LLC ("Comcast") approved by Ordinance No. 8992 of the City of Pueblo ("Current Franchise"), Comcast has been granted a cable television franchise under which it (a) must activate and make available public, educational, and governmental ("PEG") channels to its subscribers, and (b) must collect and remit PEG access support fees to be used by City solely for PEG capital facilities and equipment ("PEG Capital Funds"); and

WHEREAS, pursuant to Section 9.1 of the Current Franchise, City may designate an entity or entities to manage all or part of the PEG channels ("designated access providers"); and

WHEREAS, a new Franchise Agreement between the City of Pueblo and Comcast is currently being negotiated ("Successive Franchise"), where it is proposed that Comcast be granted a cable television franchise under which it (a) must activate and make available PEG channels to its subscribers, and (b) must collect and remit PEG Capital Funds; and

WHEREAS, PCC has, under purchase orders from City for several years, provided equipment and students enrolled in Television Instruction to provide videography, production and cablecasting of such City Council meetings over Comcast cable channel 17, and the Parties desire to continue to have PCC provide such equipment and services; and

WHEREAS, City desires to continue cablecasting, over the Comcast cable television system, of regular meetings of the City Council and meeting of the executive committee of the City Council which occur on the same days as regular meetings; and

WHEREAS, PCC represents that it is capable and willing to act as a designated access provider for the PEG channels provided under the Current Franchise and Successive Franchise, and City is willing to select PCC as a designated access provider subject to compliance with the terms of this Agreement; and

WHEREAS, City is willing to provide PEG Capital Funds to PCC for acquisition of capital equipment and facilities to be used in connection with programming and production of content for cablecasting on the PEG channels; and

WHEREAS, the System Chancellor of the State Board for Community Colleges and Occupational Education, or his or her designee, has been delegated the authority to approve training agreements, to receive services, to use property, and to enter into other agreements so long as they involve less than \$500,000; and

WHEREAS, the System Chancellor has designated the College President of Pueblo Community College to enter into such training and other agreements for PCC.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties agree as follows:

1. GENERAL AND SCOPE OF SERVICES.

(a) PCC agrees to perform, using its own employees and enrolled PCC students, and any consultants or contractors hired by PCC, the planning, implementation, services, and items of work, and to furnish all labor, equipment, 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 the provisions of this Agreement.

(b) PCC represents that it has the requisite authority and capacity to perform the work and services contemplated in Exhibit "A." To the extent any work or services are provided by consultants or contractors to PCC, PCC shall bind same to the terms of this Agreement, and shall be responsible for their work and services.

(c) PCC agrees that all Television Instruction and services performed under this Agreement by students enrolled at PCC shall be supervised by PCC instructors, and PCC instructors shall supervise students when present upon City's facilities and when programming is released to the Comcast headend.

2. CITY RESPONSIBILITIES.

City shall designate in writing a representative of City who will be authorized to make all necessary decisions on behalf of City in connection with the performance of this Agreement and the disbursement of funds hereunder. In the absence of such a designation, the Mayor shall be deemed the City's designated representative.

3. PEG CAPITAL GRANT.

(a) Subject to receipt of PEG Capital Funds from Comcast and appropriation thereof by City Council, City will make a grant to PCC in the amount of 54.2% of the PEG Capital

Funds received from Comcast pursuant to the Current Franchise for acquisition by PCC of only capital equipment and fixtures dedicated to PEG support ("PEG Capital Grant"). Upon the effective date of the Successive Franchise, and termination or expiration of the Current Franchise and PEG Capital Grant, unless otherwise set forth in a signed written agreement, City will make a grant to PCC in the amount of 54.2% of the PEG Capital Funds received from Comcast pursuant to the Successive Franchise for further acquisition by PCC of capital equipment and fixtures dedicated to PEG support ("Successive PEG Capital Grant"). All such equipment and fixtures shall have a useful life of not less than five (5) years

(b) The PEG Capital Grant and Successive PEG Capital Grant detailed in section 3(a) shall be the only compensation made to PCC under this Agreement, and no additional payment shall be made for overhead expenses, utilities, copying, computer time, supplies, equipment rental, nor other expenses, it being the intent of the Parties that PCC is providing a "turnkey" solution as the City's designated access provider for the PEG channels as set forth in Exhibit "A."

(c) The equipment and fixtures used by PCC for cablecasting purposes shall, when necessary, be replaced or repaired at PCC's sole expense out of PCC's allocation of the PEG Capital Grant or Successive PEG Capital Grant funds, as applicable. The Parties further agree that all equipment and fixtures located at City Hall or Memorial Hall which have been used for cablecasting purposes, are and shall remain the sole and exclusive property of the City.

4. TERM OF AGREEMENT.

The term of this Agreement shall be from July 1, 2021 to June 30, 2028 unless sooner terminated as herein provided. Should the Successive Franchise extend past June 30, 2028, this Agreement shall automatically renew and run concurrently with the Successive Franchise, and this Agreement will terminate upon termination or expiration of the Successive Franchise.

5. TERMINATION.

(a) For Cause. This Agreement may be terminated by City for cause, including any material nonperformance by PCC, upon ten (10) days' prior written notice to PCC including a statement of the reasons therefor. During said ten (10) day period, PCC shall either correct the nonperformance or indicate it is unable to remedy the breach.

(b) For Convenience. Either Party may terminate this Agreement upon ninety (90) days' prior written notice to the other Party.

6. ASSIGNABILITY.

This Agreement shall not be assigned nor transferred by either Party without the prior written consent of the other Party. Any assignment or attempted assignment made in violation of this provision shall, at the non-assigning Party's election, be deemed void and of no effect whatsoever.

7. INDEPENDENT CONTRACTOR.

PCC is performing services under this Agreement as an independent contractor, and nothing herein shall be construed to make PCC or any of its agents, employees, or students the agents or employees of City. No student, teacher, PCC employee, parent, personal representative, or other person, firm, or entity shall be granted or have any private right of action, claim, or civil liability remedy against the City or PCC, nor their respective officers, employees, or agents, by virtue of this Agreement. Nothing in this Agreement shall be construed to create any liability, or to waive any of the immunities, limitations on liability or other provisions of the Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., or to waive any immunities or limitations on liability otherwise available to the City, PCC, or their officers, employees, or agents.

8. LIABILITY.

As to the City, PCC 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 PCC or by the conditions created thereby; provided, however, that nothing in this paragraph is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf any third party, or to waive any immunities or limitations otherwise conferred under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq. PCC shall provide and maintain Workers' Compensation insurance coverage or self-insurance on its employees complying with the requirements of State law. PCC shall be responsible for and ensure the PEG channels and all services meet all applicable accessibility requirements, including but not limited to those set forth in Section 24-85-101 et seq., C.R.S., and Section 24-34-801 et seq., C.R.S.

9. NO CREATION OF DEBT BY CITY.

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 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 attachment or exhibit thereto, by the City. 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.

10. MISCELLANEOUS.

- (a) 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 Party 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, Attention: Mayor, 1 City Hall Place, 2nd Floor, Pueblo, Colorado 81003, or to PCC, Attention: _____, 900 W. Orman Avenue, Pueblo, Colorado, 81004. Either Party may change its 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.

(b) Entire Agreement. This instrument contains the entire agreement between the Parties concerning the subject matter hereof, and any other written or oral agreement or representation respecting the subject matters hereof or the duties of either Party in relating thereto not expressly set forth in this instrument and its attachments is null and void.

(c) Amendments. No amendments to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of each Party.

(d) Equal Employment Opportunity. In connection with the performance of this Agreement, PCC shall not discriminate against any employee or student or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, sexual preference, national origin, disability, or age. PCC 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, marital status, sexual preference, national origin, disability, or age.

(e) Waiver of Breach. 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.

(f) 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

(g) 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.

11. 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.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

STATE OF COLORADO
for the use and benefit of
STATE BOARD FOR COMMUNITY
COLLEGES AND OCCUPATIONAL
EDUCATION

_____, Governor

By _____

Name: _____

Title: President of Pueblo Community College

APPROVED:
STATE CONTROLLER

By _____

Name: _____

Title: _____

Date: _____

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By _____
Nicholas A. Gradisar, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

(Acting) City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Generally, PCC shall provide two (2) discrete functions: (1) Serving as the designated access provider for the PEG channels under the Current Franchise and Successive Franchise, and (2) Providing studio and PEG programming origination services.

I. Designated Access Provider

PCC shall serve as one of the City's designated access providers under the Current Franchise and Successive Franchise. The other designated access provider shall be Pueblo School District No. 60 ("D-60"). In connection therewith, PCC shall:

1. Schedule and transmit all content to the headend of Comcast for airing on Comcast PEG channels 17 and 19.
2. Manage the PEG channels on behalf of City, subject to general discretion from City. In general, the public use channel ("P") shall be used for public content, the education channel ("E") for educational or instructional content, and the government channel ("G") for governmental content. PCC will be the designated access provider for the P channel and the G channel.
3. In managing the PEG channels, PCC shall make reasonable efforts to not permit commercial programming or advertising; provided that brief recognition of programming sponsors may be made. PCC shall also make all reasonable effort to avoid transmission of libelous, obscene, or otherwise unprotected speech or material prohibited by federal law.
4. Develop rules and regulations for use and management of the PEG channels and submit same to the Mayor for approval. In the event the Mayor requests any changes therein, PCC shall make such changes and resubmit the rules and regulations for approval.
5. Operate and maintain all equipment necessary to support PCC's functions as the designated access provider.
6. PCC is encouraged to provide channel information to Comcast and Comcast's menu programmer in a timely manner in order to enable the program information to appear in the menu. PCC should obtain the menu provider information directly from Comcast.
7. Make reasonable efforts to provide around-the-clock programming on two PEG channels. Excessive service outages during scheduled programming shall be grounds for termination of the Agreement for cause. PCC shall notify the Mayor if it determines that activation of an additional PEG channel is needed.
8. Promote the use of the PEG channels to content providers and the public.

II. Studio and PEG Origination Services and Capital Improvements

1. PCC shall provide a television studio and television production facilities, including all necessary equipment and personnel, in order to record, produce, and transmit original programming content for two of the PEG channels. PCC shall schedule public forum time for studio use and make the studio available to the public during such scheduled periods, consistent with PCC's other studio needs. PCC shall adopt reasonable rules for the use of its studio facilities.

2. In consideration and upon receipt of City's grant of PEG Capital Funds to PCC, PCC shall upgrade and replace the equipment and fixtures used in City Council chambers for PEG channel purposes, including but not limited to audio, visual, and streaming equipment. PCC acknowledges that audio, visual, streaming, and other equipment onsite are out-of-date and require updates and replacement to best meet current standards. PCC shall use PEG Capital Funds only for PEG related capital costs.

3. PCC shall work with and defer to City's Information Technology (IT) Department in coordinating upgrades and replacement of equipment and fixtures on City property. Should certain City-owned equipment require upgrades or replacement to meet the specifications of PCC upgrades and replacements, such upgrades and replacements of the City-owned equipment, including but not limited to upgrades and replacements of "handoff" equipment and cabling, shall be paid for solely by PCC from its allocation of PEG Capital Funds. All upgrades and replacements of City-owned equipment shall be owned solely by the City, and PCC shall have no right or interest in the same.

4. PCC shall work with and defer to City's IT Department in creating redundancy routes for audio, visual, and streaming services, such that City is still able to provide the services if PCC's system becomes unavailable for any reason.

INTERGOVERNMENTAL AGREEMENT
WEEKLY COUNCIL MEETING PRODUCTION

THIS AGREEMENT ("Agreement") is made and entered into and effective as of _____, 2023 ("Effective Date"), by and between the State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education, for the use and benefit of Pueblo Community College, located at 900 W. Orman Avenue, Pueblo, Colorado (hereinafter referred to as "PCC"), and the City of Pueblo, a Municipal Corporation, located at 1 City Hall Place, Pueblo, Colorado (hereinafter referred to as "City"). City and PCC may each be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, PCC operates an educational facility and desires to provide occupational education in the field of television production, videography, and broadcasting ("Television Instruction"); and

WHEREAS, PCC and City desire to cooperate in PCC's efforts to provide meaningful Television Instruction to PCC students; and

WHEREAS, under that certain Franchise Agreement between the City of Pueblo and Comcast of Colorado IV, LLC ("Comcast") approved by Ordinance No. 8992 of the City of Pueblo ("Current Franchise"), Comcast has been granted a cable television franchise under which it (a) must activate and make available public, educational, and governmental ("PEG") channels to its subscribers, and (b) must collect and remit PEG access support fees to be used by City solely for PEG capital facilities and equipment ("PEG Capital Funds"); and

WHEREAS, pursuant to Section 9.1 of the Current Franchise, City may designate an entity or entities to manage all or part of the PEG channels ("designated access providers"); and

WHEREAS, a new Franchise Agreement between the City of Pueblo and Comcast is currently being negotiated ("Successive Franchise"), where it is proposed that Comcast be granted a cable television franchise under which it (a) must activate and make available PEG channels to its subscribers, and (b) must collect and remit PEG Capital Funds; and

WHEREAS, PCC has, under purchase orders from City for several years, provided equipment and students enrolled in Television Instruction to provide videography, production and cablecasting of such City Council meetings over Comcast cable channel 17, and the Parties desire to continue to have PCC provide such equipment and services; and

WHEREAS, City desires to continue cablecasting, over the Comcast cable television system, of regular meetings of the City Council and meeting of the executive committee of the City Council which occur on the same days as regular meetings; and

WHEREAS, PCC represents that it is capable and willing to act as a designated access provider for the PEG channels provided under the Current Franchise and Successive Franchise, and City is willing to select PCC as a designated access provider subject to compliance with the terms of this Agreement; and

WHEREAS, the System President of the Board for Community Colleges and Occupational Education, or his or her designee, has been delegated the authority to approve training agreements, to receive services, to use property, and to enter into other agreements so long as they involve less than \$500,000; and

WHEREAS, the System President has designated the College President of Pueblo Community College to enter into such training and other agreements for PCC.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties agree as follows:

1. GENERAL AND SCOPE OF SERVICES.

(a) PCC agrees to perform, using its own employees and enrolled PCC students, and any consultants or contractors hired by PCC, the planning, implementation, services, and items of work, and to furnish all labor, equipment, 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 the provisions of this Agreement.

(b) PCC represents that it has the requisite authority and capacity to perform the work and services contemplated in Exhibit "A." To the extent any work or services are provided by consultants or contractors to PCC, PCC shall bind same to the terms of this Agreement, and shall be responsible for their work and services.

(c) PCC agrees that all Television Instruction and services performed under this Agreement by students enrolled at PCC shall be supervised by PCC instructors, and PCC instructors shall supervise students when present upon City's facilities and when programming is released to the Comcast headend.

2. CITY RESPONSIBILITIES.

City shall designate in writing a representative of City who will be authorized to make all necessary decisions on behalf of City in connection with the performance of this Agreement and the disbursement of funds hereunder. In the absence of such a designation, the Mayor shall be deemed the City's designated representative.

3. FEES FOR SERVICES.

(a) Subject to appropriations therefor, for all videography, acting as PEG access provider, and providing cablecasting, production, studio facilities for PEG use, and all other services described in Exhibit "A," City will pay to PCC the sum of \$4,250.00 per month for each month during the term of this Agreement. PCC shall submit monthly invoices to City in such amount which reference this Agreement. Payment will thereafter be made by City within forty five (45) days after receipt of invoice.

(b) The compensation stated in section 3(a) shall be the only compensation made to PCC for the services under this Agreement, and no additional payment shall be made for overhead expenses, utilities, copying, computer time, supplies, equipment rental, nor other expenses, it being the intent of the Parties that PCC is providing a "turnkey" solution as the City's designated access provider for the PEG channels and as videographer, producer, and programming originator for City Council sessions as set forth in Exhibit "A."

(c) The equipment and fixtures used by PCC for cablecasting purposes shall, when necessary, be replaced or repaired at PCC's sole expense. The Parties further agree that all equipment and fixtures located at City Hall or Memorial Hall which have been used for cablecasting purposes, are and shall remain the sole and exclusive property of the City.

4. TERM OF AGREEMENT.

The term of this Agreement shall be from July 1, 2023 to June 30, 2028, unless sooner terminated as herein provided. This Agreement shall automatically renew for a one (1) year period from July 1, 2028 through June 30, 2029, unless a Party provides at least sixty notice of its intent not to renew prior to June 30, 2028.

5. TERMINATION.

(a) For Cause. This Agreement may be terminated by City for cause, including any material nonperformance by PCC, upon ten (10) days' prior written notice to PCC including a statement of the reasons therefor. During said ten (10) day period, PCC shall either correct the nonperformance or indicate it is unable to remedy the breach.

(b) For Convenience. Either Party may terminate this Agreement upon ninety (90) days' prior written notice to the other Party.

6. ASSIGNABILITY.

This Agreement shall not be assigned nor transferred by either Party without the prior written consent of the other Party. Any assignment or attempted assignment made in violation of this provision shall, at the non-assigning Party's election, be deemed void and of no effect whatsoever.

7. INDEPENDENT CONTRACTOR.

PCC is performing services under this Agreement as an independent contractor, and nothing herein shall be construed to make PCC or any of its agents, employees, or students the agents or employees of City. No student, teacher, PCC employee, parent, personal representative, or other person, firm, or entity shall be granted or have any private right of action, claim, or civil liability remedy against the City or PCC, nor their respective officers, employees, or agents, by virtue of this Agreement. Nothing in this Agreement shall be construed to create any liability, or to waive any of the immunities, limitations on liability or other provisions of the

Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., or to waive any immunities or limitations on liability otherwise available to the City, PCC, or their officers, employees, or agents.

8. LIABILITY.

As to the City, PCC 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 PCC or by the conditions created thereby; provided, however, that nothing in this paragraph is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf any third party, or to waive any immunities or limitations otherwise conferred under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq. PCC shall provide and maintain Workers' Compensation insurance coverage or self-insurance on its employees complying with the requirements of State law. PCC shall be responsible for and ensure the PEG channels and all services meet all applicable accessibility requirements, including but not limited to those set forth in Section 24-85-101 et seq., C.R.S., and Section 24-34-801 et seq., C.R.S.

9. NO CREATION OF DEBT BY CITY.

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 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 attachment or exhibit thereto, by the City. 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.

10. MISCELLANEOUS.

(a) 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 Party 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, Attention: Mayor, 1 City Hall Place, 2nd Floor, Pueblo, Colorado 81003, or to PCC, Attention: _____, 900 W. Orman Avenue, Pueblo, Colorado, 81004. Either Party may change its 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.

(b) Entire Agreement. This instrument contains the entire agreement between the Parties concerning the subject matter hereof, and any other written or oral agreement or representation respecting the subject matters hereof or the duties of either Party in relating thereto not expressly set forth in this instrument and its attachments is null and void.

(c) Amendments. No amendments to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of each Party.

(d) Equal Employment Opportunity. In connection with the performance of this Agreement, PCC shall not discriminate against any employee or student or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, sexual preference, national origin, disability, or age. PCC 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, marital status, sexual preference, national origin, disability, or age.

(e) Waiver of Breach. 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.

(f) 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

(g) 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.

11. 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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

STATE OF COLORADO
for the use and benefit of
STATE BOARD FOR COMMUNITY
COLLEGES AND OCCUPATIONAL

By _____
EDUCATION

_____, Governor

By _____

Name: _____

Title: President of Pueblo Community College

APPROVED:
STATE CONTROLLER

By _____

Name: _____

Title: _____

Date: _____

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

Nicholas A. Gradisar, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

(Acting) City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Generally, PCC shall provide three (3) discrete functions: (1) Serving as the designated access provider for the PEG channels under the Current Franchise and Successive Franchise, (2) Providing studio and PEG programming origination services, and (3) Videography, production, and origination of City Council meetings.

I. Designated Access Provider

PCC shall serve as one of the City's designated access providers under the Current Franchise and Successive Franchise. The other designated access provider shall be Pueblo School District No. 60 ("D-60"). In connection therewith, PCC shall:

1. Schedule and transmit all content to the headend of Comcast for airing on Comcast PEG channels 17 and 19.
2. Manage the PEG channels on behalf of City, subject to general discretion from City. In general, the public use channel ("P") shall be used for public content, the education channel ("E") for educational or instructional content, and the government channel ("G") for governmental content. PCC will be the designated access provider for the P channel and the G channel.
3. In managing the PEG channels, PCC shall make reasonable efforts to not permit commercial programming or advertising; provided that brief recognition of programming sponsors may be made. PCC shall also make all reasonable effort to avoid transmission of libelous, obscene, or otherwise unprotected speech or material prohibited by federal law.
4. Develop rules and regulations for use and management of the PEG channels and submit same to the Mayor for approval. In the event the Mayor requests any changes therein, PCC shall make such changes and resubmit the rules and regulations for approval.
5. Operate and maintain all equipment necessary to support PCC's functions as the designated access provider and to provide videography, production, and origination of City Council meetings.
6. PCC is encouraged to provide channel information to Comcast and Comcast's menu programmer in a timely manner in order to enable the program information to appear in the menu. PCC should obtain the menu provider information directly from Comcast.
7. Make reasonable efforts to provide around-the-clock programming on two PEG channels. Excessive service outages during scheduled programming shall be grounds for termination of the Agreement for cause. PCC shall notify the Mayor if it determines that activation of an additional PEG channel is needed.

8. Promote the use of the PEG channels to content providers and the public.

II. Studio and PEG Origination Services

PCC shall provide a television studio and television production facilities, including all necessary equipment and personnel, in order to record, produce, and transmit original programming content for PEG channels 17 and 19. PCC shall schedule public forum time for studio use and make the studio available to the public during such scheduled periods, consistent with PCC's other studio needs. PCC shall adopt reasonable rules for the use of its studio facilities.

III. Cablecasting City Council Meetings

A. Background. City Council generally conducts regular meetings on the second and fourth Mondays of each month and beginning at 7:00 p.m., except when that day is a City-recognized holiday, in which event the meeting is usually held the following day ("Regular Council Meetings"). City Council usually also holds an executive committee meeting (known as "Work Session") at 5:30 p.m. on the days of Regular Council meetings and on the first and third Mondays of each month.

B. PCC Duties.

1. PCC shall provide cameras, personnel, editing and production equipment, and all other things necessary or desirable to record and transmit to Comcast's headend for viewing on the "G" channel the Regular Council meetings and Work Sessions. PCC shall provide live streaming, recording, and tv broadcasting of all Regular Council meetings and Work Sessions, and will provide quarterly studio recording of Regular Council meetings. City may also request PCC provide such services for up to four (4) additional special meetings of the City Council per year at no additional cost.

2. PCC shall transmit the video and audio content of such Council Meetings without alteration, except that: (a) at the request of the Mayor for good cause, portions of the meetings may be redacted for any rebroadcast, and (b) PCC shall redact any obscene, libelous, or prohibited matters.

3. PCC shall rebroadcast recorded Council Meetings at such times as it deems appropriate and consistent with its scheduling of other programming on the "G" channel.

4. At such time as City or PCC obtains closed-captioning abilities, PCC shall transmit same to Comcast with the live event cablecast as well as re-cablecasts of Council Meetings. PCC shall be responsible for and ensure the PEG channels and all services meet applicable accessibility requirements.

C. PCC (also hereinafter referred to as "CNM") is to provide the following services at the rate Agreed upon in Section 3(a) of this Agreement. City shall not be liable for any costs,

fees, or payments not set forth in Section 3(a) of this Agreement.

1. First Monday of a Month
5:30 PM – Until Concluded. CITY COUNCIL WEEKLY MEETINGS CNM
Production
CNM Production for 1
CNM - Services:
 - City Council Work Session 1 \$625.00
INCLUDES LIVE STREAMING, RECORDING AND TV
BROADCASTING
 - Studio Recording 1 \$500.00
QUARTERLY STUDIO RECORDING
2. Second Monday of a Month
5:30 PM - Until Concluded. CITY COUNCIL WEEKLY MEETINGS CNM
Production
CNM Production for 1
CNM - Services:
 - City Council Work Session 1 \$625.00
INCLUDES LIVE STREAMING, RECORDING AND TV
BROADCASTING
 - City Council Regular Session 1 \$625.00
INCLUDES LIVE STREAMING, RECORDING AND TV
BROADCASTING
3. Third Monday of a Month
5:30 PM – Until Concluded. CITY COUNCIL WEEKLY MEETINGS CNM
Production
CNM Production for 1
CNM - Services:
 - City Council Work Session 1 \$625.00
INCLUDES LIVE STREAMING, RECORDING AND TV
BROADCASTING
4. Fourth Monday of a Month
5:30 PM - Until Concluded. CITY COUNCIL WEEKLY MEETINGS CNM
Production
CNM Production for 1
CNM - Services:
 - City Council Work Session 1 \$625.00
INCLUDES LIVE STREAMING, RECORDING AND TV
BROADCASTING
 - City Council Regular Session 1 \$625.00
INCLUDES LIVE STREAMING, RECORDING AND TV
BROADCASTING

Total for all CNM Services:

\$4,250.00



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 24, 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 EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2023 GENERAL MUNICIPAL ELECTION

SUMMARY:

This Ordinance approves an Intergovernmental Agreement with Pueblo County to perform the functions required in the Administration of the November 7, 2023 General Municipal Election to be conducted as a Coordinated Election and Mail Ballot Election.

PREVIOUS COUNCIL ACTION:

On June 26, 2023 City Council approved an Ordinance directing that the November 7, 2023 General Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

Pursuant to §1-1-111(2), C.R.S., the City may contract with the County Clerk and Recorder of the County in which the political subdivision is organized to perform all or part of the required duties in conducting the election. The City has approved an IGA for Election Services each year the City has participated in a Coordinated Election with the County.

BACKGROUND:

The City is a home-rule city charged with the responsibility of providing for and governing the conduct of all its municipal elections pursuant to Articles 2, 3, 17, 18 and 19 of its Charter and Article XX of the Colorado Constitution. Section 1-7-116 C.R.S. requires entry into and performance of an intergovernmental agreement where political subdivisions and the County Clerk and Recorder cooperate in the conduct and financing of the election. The IGA outlines the allocation of the responsibilities between

the City and the County in the conduct of the election.

FINANCIAL IMPLICATIONS:

The City shall pay to the County Clerk the City's share of the actual cost of materials and services directly attributable to the City's participation in the Coordinated Election, including the preparation and mailing of a TABOR Notice, if necessary. The cost is estimated to be between \$100,000 and \$120,000. Funding for the costs associated with conducting the General Municipal Election have been allocated in the City Clerk's 2023 Departmental Budget.

BOARD/COMMISSION RECOMMENDATION:

It has been determined by the Board of Elections, that it is in the best interest of the City and its residents to participate in and conduct its election as a coordinated election and mail ballot election in accordance with the procedures and requirement of the Uniform Election Code of 1992, except to the extend same conflict with a specific provision of the City Charter.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None. Per Section 17-2 of the City Charter general municipal elections shall be held on the First Tuesday in November. It is more cost effective for the City to participate in a Coordinated Election than for the City to independently conduct its own election.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. 2023 Election County IGA

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2023 GENERAL MUNICIPAL ELECTION

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

SECTION 1.

The Intergovernmental Agreement for election services between the City of Pueblo, a Colorado municipal corporation and the County of Pueblo, a political subdivision of the State of Colorado, 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 Intergovernmental Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, between Pueblo County, a political subdivision of the State of Colorado, on behalf of the Clerk and Recorder of Pueblo County, hereinafter referred to as the "County Clerk," and the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to as "City."

WITNESSED:

WHEREAS, the City is a home-rule city charged with the responsibility of providing for and governing the conduct of all of its municipal elections pursuant to Articles 2, 3, 17, 18, and 19 of its Charter and Article XX of the Colorado Constitution; and

WHEREAS, the County Clerk has the facilities to perform the functions required in the administration of those elections and is authorized to conduct elections as provided by law; and

WHEREAS, Colorado Constitution Article XIV, Section 18 (2)(a), and C.R.S. § 29-1-203, as amended, authorize the County Clerk and the City to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, by Ordinance enacted on June 26, 2023, the City has determined that it is in the best interests of the City and its residents to participate in and conduct its election to be held on November 7, 2023, as a "coordinated election" and "mail ballot election" in accordance with the procedures and requirements of the Uniform Election Code of 1992 and related rules and regulations promulgated by the Colorado Secretary of State (collectively, "the Code"), except to the extent same conflict with a specific provision of the Charter; and

WHEREAS, C.R.S. § 1-7-116, the Code requires entry into and performance of intergovernmental agreements where political subdivisions and the county clerk and recorder cooperate in the conduct and financing of the election and provide for reasonable sharing of costs; and

WHEREAS, the Constitution of Colorado, Article X, Section 20 and the Code, require the production of a mailed Notice ("TABOR Notice") concerning certain ballot issues that may be submitted to the electors of the City; and

WHEREAS, the TABOR Notices of several jurisdictions are to be sent as a package where jurisdictions overlap ("TABOR Notice Package"); and

WHEREAS, the need to produce the TABOR Notice Package requires that there be County-wide coordination of the production and mailing of the TABOR Notice Package to effectuate the purposes of said constitutional section; and

WHEREAS, the County Clerk and Recorder of Pueblo County and the City desire to set forth their respective responsibilities in the production and mailing of the TABOR Notice Package for elections conducted pursuant to this Intergovernmental Agreement; and

WHEREAS, the County Clerk and the City have determined that it is in the best interests of the County, the City, and their respective inhabitants and landowners to cooperate and contract concerning the coordinated election on November 7, 2023 upon the terms and conditions contained herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. GENERAL MATTERS:

A. Purpose:

The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and the City in the conduct and financing of the November 7, 2023 election.

B. Coordinated Election Official and Other Election Personnel:

Except as otherwise provided in this Section, the County Clerk shall act as the Coordinated Election Official for the conduct of the election for the City for all matters in the Code which require action by the Coordinated Election Official, except to the extent such action must be performed by the City Clerk or City's Board of Elections pursuant to Charter requirements and except as otherwise provided in this Agreement.

The City designates Marisa Stoller, City Clerk, as its "Designated Election Official" who, together with the City's Board of Elections, shall be the primary liaison between the City and the County Clerk and who shall have the primary responsibility for the conduct of the election procedures to be handled by the City hereunder and who shall cooperate with the County Clerk in the conduct of the election.

C. The County Clerk shall conduct the coordinated election on November 7, 2023 in conformity with the Code. The City shall provide explicit written instruction to County Clerk regarding any action City determines the County Clerk must perform that is required by the City Charter and which conflicts with the Code.

D. The parties acknowledge that for the purposes of the coordinated election on November 7, 2023, regardless of any registration requirements in the City Charter or City Code, the County Clerk will decide who is eligible to receive ballots pursuant to C.R.S. §1-2-101.

E. The parties acknowledge that all interpretations of the City Charter and City Code shall be and remain the sole responsibility of, and are to be exclusively handled by, the City.

II. DUTIES OF THE COUNTY CLERK:

The County Clerk shall perform the following duties for the City in connection with the conduct of the coordinated election to the extent required:

- A. Determine the "least cost" method for mailing the TABOR Notice Package.
- B. Combine the text of the TABOR Notice produced by the City, if any, with those of other jurisdictions to produce the TABOR Notice Package. The County Clerk may determine the order of the TABOR Notice submitted by the City and those of other jurisdictions to be included in the TABOR Notice Package, provided, however, that the materials supplied by the City shall be kept together as a group and in the order supplied by the City, unless as otherwise required by the Code.
- C. Address the TABOR Notice package to "all registered voters" at each address of one or more active registered electors of the City. Nothing herein shall preclude the County Clerk from sending the TABOR Notice or Notice Package to persons other than electors of the City if such sending arises from the County Clerk's efforts to mail the TABOR Notice Package at "least cost".
- D. Mail the TABOR Notice Package, as required by the Code.
- E. Provide the final layout of the mail ballots and official ballots to the City in order to permit the City to review, proofread, and approve before the County Clerk authorizes the printing of the ballots. Within twenty-four (24) hours of receipt of ballots from County Clerk, the City shall return the ballots following review, proofreading and approval.
- F. Arrange for the printing, and have printed, all mail ballots and official ballots. In consultation with the Designated Election Official, the County Clerk will order the number of ballots reasonably expected to be required to be printed for each Voter Service Poling Center ("VSPC").
- G. Mail to all active registered electors eligible to vote in the City's November 7, 2023 coordinated election at the last mailing address appearing in the County Clerk's records, a mail ballot packet, as required by law.
- H. Appoint, train, pay and as required by law, provide written materials to a sufficient number of qualified election judges to adequately serve the number of electors anticipated to vote in the coordinated election. The election judges for the City election may be the same persons as are employed for elections held by other jurisdictions on the same day and at the same VSPC(s).
- I. Conduct such formal training sessions for the election judges as deemed reasonably necessary by the County Clerk.
- J. Perform all services necessary for mail ballot in the City's coordinated election, including preparing of mail ballots and mail ballot voter materials, and receiving and processing of applications for mail ballots, mailing mail ballot materials, receipt of mail ballot materials, checking voter qualifications, and preparation for

counting, opening, and conduct of the VSPC(s).

- K. Oversee the performance of the election judges with respect to their posting duties of required sample ballot, instruction cards, precinct maps, and other interior VSPC(s) postings as may be required by law.
- L. Certify the results of the City's election within the time required by law and forthwith provide the City with a copy of all election statements and certificates which are to be created under the Code and provide City with election abstracts and official certifications in such number as the City may reasonably require.
- M. Store all voted ballots for a minimum of twenty-five (25) months and all signature cards of electors who cast ballots at the election for a minimum of twenty-five (25) months, and all other materials required by law to be saved for twenty-five (25) months. If necessary, in connection with or to resolve any challenge, suit, or other legal question that might arise regarding the election, the City requires access to stored ballots, the County Clerk shall cooperate with the City to provide appropriate access to the same.
- N. Facilitate special accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Absentee Voting Act.
- O. Conduct a recount of any contest where the final ballot tabulation mandates a recount under C.R.S. § 1-10.5-101 or if requested by an interested party C.R.S. § 1-10.5-106.

III. ELECTION COSTS:

- A. County Clerk shall keep a careful, accurate, and contemporaneous accounting of time, supplies, and salaries chargeable to the City including
 - 1. Charging the City for that portion of staff time, including salary and benefits, directly attributable to conducting the coordinated election on behalf of the City and that portion of building rental, both for set-up and VSPC's and materials directly attributable to the City for the preparation and conduct of the coordinated election.
 - 2. Charging the City for the cost of election and mail ballot judges, provided, however, that such cost shall be prorated by multiplying the number of judges and dividing the result by the number of jurisdictions utilizing each VSPC.
 - 3. The cost of any recount(s) will be charged and prorated among each of the participating Public Entities involved in the recount.
- B. Adhere to all applicable provisions of the Code which are necessary or appropriate

to the performance of the above duties.

IV. DUTIES OF THE CITY:

In consideration of the foregoing, the City agrees to perform the following tasks and activities to the extent required:

- A. Provide the County Clerk all TABOR Notices concerning City ballot issues in the manner required by the Code on or before September 25, 2023, by 4:30 p.m. Such TABOR Notice shall include:
1. The election date, hours, ballot title, text, and local election office address and telephone number.
 2. For proposed City tax or bonded debt increases, the estimated or actual total of City fiscal year spending for the current year and each of the past four years and the overall percentage and dollar change.
 3. For the first full fiscal year of each proposed City tax increase, City estimates of the maximum dollar amount of each increase and of district fiscal year spending without the increase.
 4. For proposed City bonded debt, its principal amount and maximum annual and total district repayment cost and the principal balance of total current City bonded debt and its maximum annual and remaining total City repayment cost.
 5. Two summaries, up to five hundred (500) words each, one for and one against any ballot proposal, of written comments filed with the Designated Election Official. The summary shall neither mention names of persons or private groups nor make any endorsements of or resolutions against the proposal. Petition representatives following these rules shall write this summary for their petition. The Designated Election Official shall maintain and accurately summarize all other relevant written comments.
 6. Summarize written comments concerning ballot issues following receipt of such comments received from the Designated Election Official and the public as necessary for use in the TABOR Notice.
 7. A completed TABOR Notice shall be provided to the County Clerk in Microsoft Word format. Regardless of the total number of pages, the submission to the County Clerk shall be on one side of each page. This submission shall be in the form that shall be printed by the County Clerk and may not be changed by the City following submission to the County Clerk without special written dispensation from the County Clerk (such dispensation may be withheld for any or no reason) and shall be provided to the County Clerk on or before September 25, 2023.

- B. Perform such acts as may be required by law or the City Charter, including circulation, approval, review, and all other activities, relating to any matter that may concern the City. The Designated Election Official shall interact with any City petition representatives, including but not limited to, working to ensure that the Designated Election Official receives the summary of written comments for their petition within the time required by law.
- C. Certify the complete ballot content to the County Clerk, on or before September 8, 2023; review, proofread, and approve the final ballot and provide to the County in the same manner set forth, within the time required by law and provide the ballot content in hard copy and in Microsoft Word format.
- D. Review, proofread and confirm the layout, format, and text of the official ballots within twenty-four (24) hours of receipt before the County Clerk authorizes the printing of the ballots.
- E. Pay to the County Clerk the City's share of the actual cost of materials and services specified in items 1-10 of this Section, Paragraph E. upon receipt of the itemized statement for same. (The City agrees to compensate the County Clerk on a prorated basis for costs not solely related to the City's election, and to pay full cost of materials and services solely related to the City's election). The City represents that funds have been appropriated for this Election and are sufficient to compensate the County Clerk for the services described in this Agreement.
 - 1. Actual costs of services, materials, and mileage associated with the conduct of the election. Actual costs include, but are not limited to, the costs of labor, printing, and materials itemized, identified, and consumed for the conduct of the City's election. The actual cost of labor includes the actual hourly wage, including overtime whether paid or provided as compensatory time, and all associated benefits paid to each staff member, which are directly attributable to conducting the coordinated election on behalf of City.
 - 2. Actual costs for a complete alphabetical listing of electors, in electronic format.
 - 3. Actual costs for alphabetical listing by precinct.
 - 4. Actual costs for election preparation, set-up and tabulation and processing charge.
 - 5. Actual costs of building rental for set-up activities and VSPC.
 - 6. Actual costs for election and mail ballot judges.
 - 7. Actual costs of preparation and publication of all notices required by the

Election Code.

8. Actual cost of preparing and printing the ballots.
 9. Actual costs for all mailings.
 10. Any other cost or expense shall be as mutually agreed to between the City and the County Clerk. Such agreement shall be in writing and signed by both parties in compliance with Section VI., Paragraph B. herein.
- F. Within the time frames established by C.R.S. § 1-10-201, the City shall appoint two (2) members to serve on the Canvass Board. Clerk and Recorder shall be a member of the Canvass Board, as well as two (2) appointees of any other political subdivision that is participating in the election.
- G. Provide a current, accurate map with a legal description of the City and its boundaries. In addition, the City shall provide necessary GIS data to reflect its current boundaries.
- H. The City and its Designated Election Official shall cooperate with the Coordinated Election Official in the conduct of all dates and responsibilities of the Coordinated Election Official in the conduct of the election.
- I. The City shall notify County Clerk in writing regarding actions City requests County Clerk to undertake when provisions of the City Code or Charter conflict with the Uniform Election Code.
- I. The City shall be solely liable in the event the conduct of the Election does not conform with the City Charter or City Code.

V. TERM/TERMINATION:

This Agreement is intended to apply to the November 7, 2023 election.. The effective date of this Agreement is upon the signatures of the parties to this Agreement, except as to those activities mandated by statute, and shall automatically terminate on February 29, 2024. provided, however, that the County Clerk's record retention obligations provided in Section II., Paragraph M., shall survive termination.

VI. OTHER:

A. CANCELLATION OF ELECTION BY THE CITY:

In the event that the City, at some time after the effective date of this Agreement, resolves not to hold the election, then notice of such resolution shall be provided to the County Clerk immediately. The City shall promptly pay the County Clerk the

full actual costs of the activities of the County Clerk, relating to the City's costs associated with the election, both before and after the County Clerk's receipt of such notice. The City shall publish notice, as defined in the Code, of such cancellation in at least two (2) newspapers of general circulation in Pueblo County. The County Clerk shall post notice of the cancellation in the Office of the County Clerk and the Contact Officer shall post notice of the cancellation on the official bulletin board located in the lobby of City Hall, #1 City Hall Place, Pueblo, CO 81003. The City shall not cancel the election after September 4, 2023. This section is not intended to affect nor apply to any initiated matter deemed cancelled pursuant to C.R.S. § 31-2-210(3.5).

- B. This Agreement is for the November 2023 coordinated election only. In the event the City's Code or Charter provides for a run-off election, and a run-off election becomes necessary, the County Clerk will not conduct that election for the City.
- C. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representation, and understandings between them. All duties, services, labor expenses, and costs needed or required in connection with this election that are attributable to the City, other than those specified above or by amendment to this Agreement, shall be provided by, and be the sole responsibility of, the City. No variation or modification of this Agreement and no waiver of any of the Agreement's provisions or conditions will be binding unless made in writing and signed by duly authorized owners, principals, or officers of the City and Pueblo County. This Agreement shall be construed and enforced according to the laws of the State of Colorado.

This Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors, and assigns. Any delegation or assignment of this Agreement by either party without the prior written consent of the other party shall be void. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of its provisions.

- D. Except as set forth elsewhere in this paragraph, all notices to be given in this Agreement shall be made in writing and shall be sufficient if delivered personally due to the need for timely transmission of information to the other party at the following addresses:

Pueblo County Clerk and Recorder
Attention: Candace Rivera
Pueblo County Election Division 201 West Eighth Street, 7th Floor
Pueblo, CO 81003
719-583-4622

and

City of Pueblo
Attention: Marisa Stoller, City Clerk

#1 City Hall Place
Pueblo, CO 81003
719-553-2669

E. CONFLICT OF AGREEMENT WITH LAW:

In the event that any provision of this Agreement conflicts with the Code or other statutory or regulatory law, this Agreement shall be modified to conform to such law. No subsequent resolution of the Board of County Commissioners or of the City shall impair the rights of the County Clerk or the City hereunder without the consent of the other party to this Agreement except as provided by Section V. herein.

F. TIME OF THE ESSENCE:

Time is of the essence of this Agreement. The statutory time requirements of the Code shall apply to the completion of the tasks required by this Agreement except as those time requirements are specifically modified in this Agreement as a result of the provisions in the City Charter.

G. GOOD FAITH:

The parties shall implement this Agreement in good faith including acting in good faith in all matters that require joint or coordinated action.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective the day and year first written above.

ATTEST:

PUEBLO COUNTY, COLORADO

By: _____
Clerk to the Board

By: _____
Chairman, Board of County Commissioners

Date: _____

ATTEST:

**CITY OF PUEBLO,
A MUNICIPAL CORPORATION**

By: _____
City Clerk

By: _____
Mayor

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
City Attorney's Office

By: _____
Pueblo County Clerk and Recorder

Date: _____

Date: _____

By: _____
Pueblo County Attorney's Office

Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Bob Jagger, Acting 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 QUESTION ESTABLISHING AN ADDITIONAL ONE AND ONE-HALF PERCENT LODGER'S TAX RATE FOR PROVIDING ACCESSIBLE AND AFFORDABLE CHILDCARE PROGRAMS FOR WORKING FAMILIES IN THE CITY OF PUEBLO

SUMMARY:

Attached is a proposed Ordinance requested by Council Member Sarah Martinez referring a ballot question to the voters of the City of Pueblo at the November 7, 2023 general municipal election establishing an additional one and one-half percent (1.5%) lodger's tax rate dedicated to providing accessible and affordable childcare programs for working families in the City.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

According to the 2021 Colorado Health Access Survey, nearly one in five (17.8%) families in Pueblo County reported not being able to access child care when they needed it. The lack of accessible and affordable childcare in the City is significant and contributes to lower employment, lower incomes and increased dependence on public support.

The proposed ordinance would allow the voters to approve establishing an additional one and one-half percent (1.5%) lodger's tax rate dedicated to providing accessible and affordable childcare programs for working families in the City. This lodging tax increase will generate approximately \$625,000 annually, and the tax increase is limited to a period of five years from 2024 through 2028.

According to the June 26, 2023 Work Session presentation, it is estimated that every \$1 spent equals more than \$2.33 in economic benefits and that the tax increase will only result in a \$.21 cent increase per night on visitor's receipts.

The use of such funds will not only promote higher employment among parents of young children which will bolster family income and family health but also the City's economy.

An example of the potential use of such funds could be an agreement with Pueblo Community College supporting the Children First Child Care Resource and Referral program or other programs and services that Council may direct.

FINANCIAL IMPLICATIONS:

It is anticipated that the additional 1.5% lodger's tax will generate up to approximately \$625,000 in 2024 and each subsequent year, subject to fluctuation in lodger's tax revenue collected during those years.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Members of the public are the primary stakeholders affected by the proposed Ordinance. The issue of establishing an additional 1.5% lodger's tax has been discussed at the June 26, 2023 work session.

ALTERNATIVES:

This Ordinance must be adopted in order to refer the ballot measure to the voters.

RECOMMENDATION:

This is a tax policy matter to be submitted to the vote of the people.

ATTACHMENTS:

1. Proposed Sales and Use Tax Ordinance

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 QUESTION ESTABLISHING AN ADDITIONAL ONE AND ONE-HALF PERCENT LODGER'S TAX RATE FOR PROVIDING ACCESSIBLE AND AFFORDABLE CHILDCARE PROGRAMS FOR WORKING FAMILIES IN THE CITY OF PUEBLO

WHEREAS, the City of Pueblo, Colorado (the "City") presently imposes lodger's tax at the rate of four and three tenths percent (4.3%) pursuant to Chapter 9, Title XIV of the Pueblo Municipal Code; and

WHEREAS, the City Council of the City hereby finds and determines that establishing an additional one and one-half percent (1.5%) lodger's tax rate for providing accessible and affordable childcare programs for working families in the City will promote the public peace, health, safety and welfare; and

WHEREAS, the City Council has proposed an ordinance ("Ordinance No. 10500"), which is attached hereto and which if adopted by the voters of the City would establish an additional one and one-half percent (1.5%) lodger's tax rate; and

WHEREAS, the City desires to ask the electors of the City, pursuant to Article X, Section 20 of the Colorado Constitution, to approve Ordinance No. 10500 and thereby establish an additional one and one-half percent (1.5%) lodger's tax rate for the purposes stated above; NOW THEREFORE,

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

SECTION 1.

The question of adopting Ordinance No. 10500 and thereby establishing an additional one and one-half percent (1.5%) lodger's tax rate dedicated to providing accessible and affordable childcare programs for working families in the City shall be submitted to a vote of the eligible electors of the City at the City's general election to be held on November 7, 2023. The ballot question (submission clause and title) therefore shall be as follows:

QUESTION NO. 2A – ONE AND ONE-HALF PERCENT LODGER'S TAX for providing accessible and affordable childcare programs for working families in the City

SHALL THE CITY OF PUEBLO'S TAXES BE INCREASED BY UP TO \$625,000 ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER, FOR FIVE YEARS FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2028, BY ADOPTING ORDINANCE NO. 10500 IMPOSING AN ADDITIONAL ONE AND ONE-HALF PERCENT LODGER'S TAX AND ESTABLISHING A SPECIAL FUND FOR THE DEPOSIT OF SUCH REVENUES TO BE SPENT ONLY FOR PROVIDING ACCESSIBLE AND AFFORDABLE CHILDCARE PROGRAMS FOR WORKING FAMILIES IN THE CITY AND, CONSISTENT WITH ORDINANCE NO. 9998 APPROVED AT THE 2021 MUNICIPAL GENERAL ELECTION OR AS OTHERWISE MAY BE REQUIRED, SHALL ALL REVENUES DERIVED FROM SUCH TAX BE COLLECTED, RETAINED AND SPENT, NOTWITHSTANDING ANY LIMITATIONS PROVIDED BY LAW, AS A VOTER APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

FOR THE ORDINANCE _____
AGAINST THE ORDINANCE _____

SECTION 2.

The officers and staff of the City are authorized and directed to take all action necessary, appropriate or required to implement the provisions of this Ordinance.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 9, TITLE XIV OF THE PUEBLO MUNICIPAL CODE TO ESTABLISH AN ADDITIONAL ONE AND ONE-HALF PERCENT (1.5%) LODGER'S TAX RATE FOR A FIVE YEAR PERIOD FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2028 AND ESTABLISHING A SPECIAL FUND FOR THE DEPOSIT OF SUCH REVENUES TO BE SPENT ONLY FOR PROVIDING ACCESSIBLE AND AFFORDABLE CHILDCARE PROGRAMS FOR WORKING FAMILIES IN THE CITY OF PUEBLO

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF PUEBLO, that (brackets indicate matter being deleted; underscoring indicates new matter being added):

SECTION 2.

Section 14-9-3 of Chapter 9, Title XIV of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 14-9-3. Levy of tax; **Special Fund**.

There is hereby levied upon every person who purchases lodging a tax at the rate of four and three-tenths percent (4.3%) of the price paid or charged for lodging and such person shall be liable to the person providing the lodging for the payment of such tax. This tax shall be in addition to any other tax imposed by law. **Notwithstanding the four and three-tenths percent (4.3%) rate imposed by this Section and during the period from January 1, 2024 through December 31, 2028, the lodger's tax shall be increased by one and one-half percent (1.5%) to the rate of six and eight-tenths percent (6.8%). The revenues from the additional one and on-half percent (1.5%), including interest and penalties with respect thereof, shall upon collection and receipt by the City be deposited and placed in a special fund hereby created to be known as the "Affordable Childcare Fund". The moneys in the Affordable Childcare Fund shall be used solely for providing accessible and affordable childcare programs for working families in the City.**

SECTION 3.

The people of Pueblo do hereby find, determine and declare that the expenditure of revenues from the additional one and on-half percent (1.5%) lodgers tax for providing accessible and affordable childcare programs for working families in the City will promote the public peace, health, safety and welfare. The people of Pueblo do further find, determine and declare that the expenditure of such revenues for providing accessible and affordable childcare programs for working families in the City is a public purpose and a municipal matter.

SECTION 4.

All ordinances relating to the lodger's tax heretofore adopted, amended or implemented shall remain in full force and effect except as the same have been previously amended or repealed or as the same may be amended by this Ordinance.

SECTION 5.

All ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance, or part thereof, heretofore repealed.

SECTION 6.

If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 7.

This Ordinance shall become effective upon the majority vote in favor thereof by the registered electors of the City voting thereon at the General Municipal Election to be held Tuesday, November 7, 2023. The tax levies of this Ordinance shall take effect beginning January 1, 2024.

SECTION 8.

The officers and staff of the City are authorized and directed to take all action necessary, appropriate or required to implement the provisions of this Ordinance.

SECTION 9.

Any revenues generated by the additional one and one-half percent (1.5%) lodger's tax imposed pursuant to this Ordinance, together with all investment income thereon, may be collected, retained and spent as a voter-approved revenue change and an exception to the limits which would otherwise apply pursuant to Article X, Section 20 of the Colorado Constitution or any other law.

Municipal General Election, November 7, 2023

For the Ordinance: _____

Against the Ordinance: _____



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: July 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Bryan Gallagher, Director of Housing and Citizen Services

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO URBAN RENEWAL AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, RELATING TO THE SALE OF PROPERTY AT 612 E. 2ND STREET, PUEBLO, COLORADO AND 618 E. 2ND STREET, PUEBLO, COLORADO FOR THE AMOUNT OF TEN THOUSAND, EIGHT HUNDRED, FORTY-SIX DOLLARS AND TWENTY-FIVE CENTS (\$10,846.25), AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving, and authorizing the Mayor to sign, an agreement for the City to sell two parcels of unimproved land located at 618 & 612 E. 2nd Street in the Mattices Subdivision (Parcel 1 and Parcel 2) to Pueblo Urban Renewal Authority for Two Thousand, Seven Hundred, Twelve Dollars and Eighty-Nine Cents (\$2,712.89) and Eight Thousand, One Hundred, Thirty-Three Dollars and Thirty-Six Cents (\$8,133.36), respectively, for a total of Ten Thousand, Eight Hundred, Forty-Six Dollars and Twenty-Five Cents (\$10,846.25).

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The property at 618 E 2nd Street was acquired by the City through the redemption of a tax lien and the adjacent property at 612 E. 2nd Street was purchased from the owner, both in 2012. The Properties are more specifically designated as:

Parcel: 431232004

Legal Description: Lot Six and Seven (6 and 7), Block Twenty (20), Mattices

Subdivision

Commonly known as: 618 E. 2nd Street, Pueblo, Colorado 81001
(hereinafter referred to as "Parcel 1")

AND

Parcel: 431232005

Legal Description: Lot Eight and Nine (8 and 9), Block Twenty (20), Mattice's Subdivision

Commonly known as: 612 E. 2nd Street, Pueblo, Colorado 81001
(hereinafter referred to as "Parcel 2")

FINANCIAL IMPLICATIONS:

The City will receive \$10,846.25 from the sale. Closing costs and fees will be paid by the Pueblo Urban Renewal Authority. The Pueblo Urban Renewal Authority will pay for title insurance. Proceeds of the sale will reimburse the U.S. Department of Housing and Urban Development for costs associated with acquisition and holding.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council may decide not to sell the Property.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

1. Agreement to Sell Real Estate/Warranty Deeds

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO URBAN RENEWAL AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, RELATING TO THE SALE OF PROPERTY AT 612 E. 2ND STREET, PUEBLO, COLORADO AND 618 E. 2ND STREET, PUEBLO, COLORADO FOR THE AMOUNT OF TEN THOUSAND, EIGHT HUNDRED, FORTY-SIX DOLLARS AND TWENTY-FIVE CENTS (\$10,846.25), AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Agreement to Buy and Sell Real Estate ("Agreement") dated July 10, 2023, between the City of Pueblo, a Municipal Corporation, and Pueblo Urban Renewal Authority, a Public Body Corporate and Politic of the State of Colorado, a copy of which is attached hereto and is incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is authorized to fix the seal of the City thereto and attest same. The Mayor is further authorized to execute and deliver the accompanying Special Warranty Deeds and related documents at closing, transferring the property owned by the City to Pueblo Urban Renewal Authority in the manner described in the Agreement.

SECTION 3.

Proceeds from the sale in the amount of \$10,846.25 are to be repaid to the U.S. Department of Housing and Urban Development.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

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 TO BUY AND SELL REAL ESTATE

THIS AGREEMENT ("Agreement") is made the ____ day of ____, 2023 ("Effective Date"), between the City of Pueblo, a Colorado municipal corporation, (hereinafter called the "Seller"), and the Pueblo Urban Renewal Authority, a public body corporate and politic of the State of Colorado (hereinafter called the "Purchaser").

WHEREAS, the Seller has entered into agreements with the U.S. Department of Housing and Urban Development ("HUD"), whereby federal financial assistance was made available to Seller for the Neighborhood Stabilization Program ("NSP") established by Division B, Title III of the Housing and Economic Recovery Act of 2008 ("HERA"); and

WHEREAS, in accordance with the NSP and related regulations, a portion of such financial assistance was used to purchase the property noted below for affordable housing purposes; and

WHEREAS, Purchaser now desires to purchase said property and will pay Seller for any portion of the federal financial assistance due back to the federal government because of the purchase.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, terms and conditions set forth herein, the parties agree as follows:

1. **Property Defined.** The Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to purchase from the Seller, all the certain plat, piece, and parcel of land having the following legal descriptions:

Parcel: 431232004

Legal Description: Lot Six and Seven (6 and 7), Block Twenty (20), Mattices Subdivision

Commonly known as: 618 E. 2nd Street, Pueblo, Colorado 81001
(hereinafter referred to as "Parcel 1")

AND

Parcel: 431232005

Legal Description: Lot Eight and Nine (8 and 9), Block Twenty (20), Mattice's Subdivision

Commonly known as: 612 E. 2nd Street, Pueblo, Colorado 81001
(hereinafter referred to as "Parcel 2")

all in the County of Pueblo, State of Colorado (Parcel 1 and Parcel 2 together referred to as the "Property").

Upon full payment by Purchaser of all sums due to the federal government, the Property shall be conveyed by Special Warranty Deeds ("Deeds"), the form of which, marked as Appendix 1, are attached hereto, and incorporated herein by reference. Subject to Purchaser's right to object to title exceptions established by Section 5, the Property shall be conveyed subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way, and conditions of record and zoning and subdivision regulations and regulations of the City of Pueblo and the Permitted Exceptions (as hereinafter defined), which shall be listed as exceptions in the Special Warranty Deed, subject to satisfaction of the conditions listed in this Agreement.

2. Purchase Price. Purchaser shall pay \$2,712.89 for Parcel 1 and \$8,133.36 for Parcel 2, for a total purchase price of \$10,846.25, to be paid as provided in, and subject to, Paragraph 3 below (the "Purchase Price").

3. Payment of Purchase Price. The Purchase Price for the Property shall be payable at Closing in cash or certified funds. Should Seller owe funds to the federal government exceeding the Purchase Price because of the sale of the Property, Purchaser shall be responsible for the same and pay any further amounts due, in an amount not to exceed \$20,000.00, to the federal government because of the sale.

4. Real Property Taxes. General real property taxes and assessments for tax year 2023, if any, shall be prorated and paid at Closing by the Purchaser on the basis of the 2022 tax year.

5. Title Commitment and Policy. Within ten (10) days of the date hereof and, in any event, at least twenty (20) days prior to the Closing Date, Seller shall order and obtain, and deliver to Purchaser, at Purchaser's expense, a current commitment for extended coverage title insurance in the amount of the Purchase Price, together with legible copies of all documents listed as exceptions therein, and a current certificate of taxes due with respect to the Property, from a title company selected by Seller, and reasonably acceptable to Purchaser, authorized to issue title insurance in the state of Colorado (the "Title Company"), on the current standard form of extended ALTA Owners Policy (collectively, the "Title Commitment"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to Purchaser. Purchaser shall have the right to review the Title Commitment and the title documents and notify Seller in writing of any title objections to the title exceptions set forth in the Title Commitment. Seller shall have five (5) days from receipt of notice of such objections within which to eliminate or modify (or agree in writing to so eliminate or modify) any such unacceptable exceptions to the reasonable satisfaction of Purchaser, but Seller shall have no obligation whatsoever to so eliminate or modify any such unacceptable exceptions. In the event that Seller is unable or unwilling to eliminate or modify (or agree in writing to so eliminate or modify) such unacceptable exceptions to the reasonable satisfaction of Purchaser on or before the expiration of said five (5) day period, Seller shall notify Purchaser in writing of such fact within said five (5) day period or be deemed to have so notified Purchaser with respect to all such unacceptable exceptions not theretofore cured upon the fifth (5th) day of said period. In such event, Purchaser shall, prior to the Closing Date either (i) waive such objections and accept title to the Property subject to title exceptions set forth in the Title Commitment (the "Permitted Exceptions"), or (ii) terminate this Agreement by written notice to Seller, whereupon this Agreement shall automatically be terminated and of no further force and effect, except as otherwise expressly set forth herein. At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to Purchaser the owner's title insurance policy referred to above (the "Title Policy"), issued by the Title Company insuring Purchaser's title to the Property consistent with the Title Commitment subject only to taxes and assessments for the year of Closing and subsequent years, subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way and conditions of record and zoning and subdivision regulations and regulations of the City of Pueblo and the Permitted Exceptions. At Closing, Purchaser shall pay the premium for the Title Policy. Purchaser may obtain such other endorsements to the Title Policy as Purchaser desires, at the expense of Purchaser. Subject to Purchaser's right to object to title exceptions and right to terminate this Agreement, Purchaser shall provide such affidavits or certificates, and pay such expenses, as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

6. Closing Time and Place. Closing of the transaction contemplated hereby ("Closing") shall be held at the offices of Land Title Guarantee Company ("LTGC"), 503 N. Main Street, Suite 2, Pueblo, Colorado 81003, at a date and time as agreed by Seller and Purchaser.

7. Closing Costs. The Purchaser shall be responsible for all closing costs.

8. Broker. Purchaser and Seller represent and warrant to the other that no broker or finder has been engaged by such Party in connection with this transaction. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against Seller by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Purchaser.

9. Disclaimers. Except as expressly set forth in this agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (other than Seller's special warranty of title to be set forth in the Special Warranty Deed), zoning, tax consequences, physical or environmental condition (including, but not limited to, hazardous materials contamination), utilities, operating history or projections, valuations, governmental approvals, the compliance of the property with governmental laws, or any other matter or thing regarding the property. Purchaser acknowledges and agrees that, except as expressly set forth in this Agreement and the Special Warranty of Title to be set forth in the Special Warranty Deed, upon closing Seller shall sell and convey to Purchaser and Purchaser shall accept the property "as is, where is, with all faults." Purchaser and Seller agree that the provisions of this paragraph 9 shall survive the closing of the transaction contemplated by this Agreement and the recording of the Special Warranty Deed hereunder.

10. In addition to Paragraph 9 hereof, Seller and Purchaser agree that the provisions of this Agreement shall survive Closing and the recording of the Special Warranty Deed.

11. All understandings and agreements heretofore had between the parties hereto are merged into this Agreement, which alone fully and completely expresses their agreement, and this Agreement is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Agreement and made by the other. This Agreement may not be changed or terminated orally.

12. Use of the Property. Purchaser shall use the Property and construct single-family residential homes for sale to buyers. Purchaser must commence construction on the Property within eighteen months from the Effective Date, but in no event later than December 31, 2024. Seller hereby intends to create a new special limitation and possibility of reverter, and Seller intends the same to be in addition to any other special limitation and possibility of reverter and any other condition subsequent and right of entry which may be in existence. In the event Purchaser fails (i) to pay all amounts due under this Agreement, (ii) to construct single-family residential homes for sale to buyers, or (iii) to commence construction on the Property within eighteen months from the Effective Date, but in no event later than December 31, 2024, the Property shall automatically revert to Seller at no additional cost and Purchaser shall execute any and all documents needed to effectuate such reverter. The parties acknowledge and agree this possibility of reverter is for a public purpose.

13. The provisions in this Agreement are to apply to and bind, and inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the respective parties.

14. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

15. Applicable Law. This agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Colorado. Seller and Purchaser hereby irrevocably submit to the personal and subject matter jurisdiction of the District Court, Pueblo County, State of Colorado in any action or proceeding arising out of or relating to this agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in the District Court of Pueblo County, State of Colorado. Purchaser and Seller agree that the provisions of this Paragraph 15 shall survive the closing of the transaction contemplated by this agreement and the recording of the Special Warranty Deed hereunder. To the full extent permitted by law, Purchaser and Seller hereby waive their rights to a trial by jury.

16. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser, and their respective heirs, executors, administrators, successors and assigns only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

17. The following schedules or appendices attached hereto shall be deemed to be an integral part of this Agreement: Appendix 1 – Special Warranty Deeds.

18. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

19. Liability of Seller. In no event shall Seller, its officers, agents, or employees be liable to Purchaser for damages, including without limitation, compensatory, punitive, indirect, special, or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by Seller or the failure or delay of Seller in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of Seller entering into this Agreement, Purchaser hereby waives and discharges Seller, its officers, agents, and employees from all claims for any and all such damages. Except in the event of a material breach by Seller, no breach, default, delay, or failure of Seller under this Agreement shall be or be construed to be a waiver, discharge, or release of Purchaser's obligation to pay the Purchase Price under Section 3 hereof. In the event of a breach of this Agreement by the Seller, Purchaser's sole and exclusive remedy shall be to terminate this Agreement. Such violations may be restrained, or such obligations enforced by injunction at the instance and request of Purchaser without the showing of any special damages or an inadequate remedy at law.

20. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

21. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

22. The failure to enforce any provision of this Agreement shall not operate as a waiver of any preceding or future breach of any such provision or any other provision hereof.

24. The City's Request for Proposals for the sale of the Property and Purchaser's Proposal in se thereto are incorporated into this Agreement, as if set forth verbatim.

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APPENDIX 1

SPECIAL WARRANTY DEED PARCEL 1

THIS DEED, made this ____ day of _____, 2023, between the City of Pueblo, a Colorado municipal corporation, whose address is 1 City Hall Place, Pueblo, Colorado 81003 (hereinafter referred to as “Grantor”), and the Pueblo Urban Renewal Authority, a public body corporate and politic, whose address is 115 E. Riverwalk #410, Pueblo, Colorado 81003, (hereinafter referred to as “Grantee”):

WITNESSETH, that the Grantor, for and in consideration of the sum of Two Thousand Seven Hundred Twelve Dollars and Eighty-Nine Cents (U.S. \$2,712.89) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its heirs, successors and assigns forever, all the real property, together with improvements, if any, described as:

Parcel: 431232004

Legal Description: Lot Six and Seven (6 and 7), Block Twenty (20), Mattices Subdivision

More generally known as unimproved land located at: 618 E. 2nd Street, Pueblo, Colorado 81001

for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

Grantee shall use the real property and construct a single-family residential home for sale to buyers. Grantee must commence construction on the property within eighteen months from the _____, 2023, but in no event later than December 31, 2024. Grantor hereby intends to create a new special limitation and possibility of reverter, and Grantor intends the same to be in addition to any other special limitation and possibility of reverter and any other condition subsequent and right of entry which may be in existence. In the event Grantee fails (i) to pay all amounts due, (ii) to construct a single-family residential home for sale to buyers, or (iii) to commence construction on the real property within eighteen months from the _____, 2023, but in no event later than December 31, 2024, the real property shall automatically revert to Grantor at no additional cost and Grantee shall execute any and all documents needed to effectuate such reverter. The parties acknowledge and agree this possibility of reverter is for a public purpose.

This conveyance is of the surface estate only and no mineral rights are conveyed by this instrument.

This conveyance is made subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way, and conditions of record.

EXHIBIT A
PERMITTED EXCEPTIONS

**SPECIAL WARRANTY DEED
PARCEL 2**

THIS DEED, made this ____ day of _____, 2023, between the City of Pueblo, a Colorado municipal corporation, whose address is 1 City Hall Place, Pueblo, Colorado 81003 (hereinafter referred to as “Grantor”), and the Pueblo Urban Renewal Authority, a public body corporate and politic, whose address is 115 E. Riverwalk #410, Pueblo, Colorado 81003, (hereinafter referred to as “Grantee”):

WITNESSETH, that the Grantor, for and in consideration of the sum of Eight Thousand One Hundred Thirty-Three Dollars and Thirty-Six Cents (U.S. \$8,133.36) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its heirs, successors and assigns forever, all the real property, together with improvements, if any, described as:

Parcel: 431232005

Legal Description: Lot Eight and Nine (8 and 9), Block Twenty (20), Mattice’s Subdivision

More generally known as unimproved land located at: 612 E. 2nd Street, Pueblo, Colorado 81001

for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

Grantee shall use the real property and construct a single-family residential home for sale to buyers. Grantee must commence construction on the property within eighteen months from the _____, 2023, but in no event later than December 31, 2024. Grantor hereby intends to create a new special limitation and possibility of reverter, and Grantor intends the same to be in addition to any other special limitation and possibility of reverter and any other condition subsequent and right of entry which may be in existence. In the event Grantee fails (i) to pay all amounts due, (ii) to construct a single-family residential home for sale to buyers, or (iii) to commence construction on the real property within eighteen months from the _____, 2023, but in no event later than December 31, 2024, the real property shall automatically revert to Grantor at no additional cost and Grantee shall execute any and all documents needed to effectuate such reverter. The parties acknowledge and agree this possibility of reverter is for a public purpose.

This conveyance is of the surface estate only and no mineral rights are conveyed by this instrument.

This conveyance is made subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way, and conditions of record.

EXHIBIT A
PERMITTED EXCEPTIONS



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 24, 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 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO GLOBAL MEDICAL RESPONSE, DBA AMERICAN MEDICAL RESPONSE PUEBLO, IN THE AMOUNT OF \$1,000 TO SPONSOR THE SAFETY JAM EVENT ON SATURDAY, JUNE 3, 2023

SUMMARY:

Attached for consideration is a request for support of Global Medical Response, DBA American Medical Response Pueblo, in the amount of \$1,000 to sponsor the Safety Jam event which was held on Saturday, June 3, 2023.

PREVIOUS COUNCIL ACTION:

Council supported the Safety Jam event for \$1,000 in 2022, 2020, and past years.

BACKGROUND:

Council member Sarah Martinez is requesting \$1,000 to sponsor the American Medical Response Safety Jam event held on June 3, 2023. The AMR Safety Jam is a free event for the public that provides health and safety equipment and information to the community. They also provide information on other services and opportunities available to citizens in Pueblo and the surrounding area. The Safety Jam is sponsor driven and has had several thousand attendees at their past events.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Global Medical Response, DBA American Medical Response Pueblo.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. City Of Pueblo invoice - Safety Jam
2. 2023 Contingencies (Council) Safety Jam

RESOLUTION NO. 15322

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO GLOBAL MEDICAL RESPONSE, DBA AMERICAN MEDICAL RESPONSE PUEBLO, IN THE AMOUNT OF \$1,000 TO SPONSOR THE SAFETY JAM EVENT ON SATURDAY, JUNE 3, 2023

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,000 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Global Medical Response, DBA American Medical Response Pueblo, in the amount of \$1,000 to sponsor the Safety Jam event on Saturday, June 3, 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: July 24, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Invoice

Safety Jam 2023

Pueblo

922 S Santa Fe, Pueblo, CO, 81006

Organization: Pueblo City Council
Address: 200 S Main St, Pueblo, CO, 81003
Contact Haley Robinson
Phone: (719) 671-7450

Notes	Value	Date Completed
	\$1,000.00	5/18/2023
Cash Donations:	\$1,000.00	

Event Coordinator

Mark McMahan
719.323.0573

Operations Manager

Pueblo
Mike Lening

Safety Jam 2023

6/3/2023
Minnequa Lake Veterans Memorial Park

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO MEMORIAL HALL IN THE AMOUNT OF \$6,626 TO SPONSOR THE TIME IS NOW BENEFIT SHOW ON SATURDAY, OCTOBER 28, 2023 AT MEMORIAL HALL

SUMMARY:

Attached for consideration is a request for support of Mad Fresh Production's event in the amount of \$6,626 to sponsor the Time Is Now Benefit Show on Saturday, October 28, 2023 at Memorial Hall.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This event features Morgan J. Cox, The Who and What, Stevie Wonderful, Songs for the Strong, and others during this benefit show to fly Morgan to L.A. Produced by Mad Fresh Productions, this event will take place on Saturday, October 28, 2023 at 6 pm and tickets are \$10. This sponsorship will cover the costs of the rental of Memorial Hall.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$6,626 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Pueblo Memorial Hall.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. Memorial Hall Show Mad Fresh
2. PMH - Anticipated Expense Worksheet
3. 2023 Contingencies (Council) Memorial Hall

RESOLUTION NO.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO MEMORIAL HALL IN THE AMOUNT OF \$6,626 TO SPONSOR THE TIME IS NOW BENEFIT SHOW ON SATURDAY, OCTOBER 28, 2023 AT MEMORIAL HALL

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$6,626 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Pueblo Memorial Hall to sponsor the Mad Fresh Productions event on Saturday, October 28, 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: July 24, 2023

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



MAD FRESH PRESENTS
PRODUCTIONS

EVENT LIVE FROM
MEMORIAL HALL

THE TIME IS NOW

BENEFIT SHOW "FLY MORGAN TO LA"

SPECIAL FEATURES

MORGAN J. COX
THE WHO AND WHAT
STEVIE WONDERFUL
SONGS FOR THE STRONG
AND OTHERS

10\$
ENTRY TICKET

SAT. 10.28.2023
DOORS OPEN AT 6PM

VIP AVAILABLE/FREE PARKING/ALL AGES

RESERVATION CALL : (719) 583-4961
TICKETS : TICKETFASTER.COM



1 City Hall Place
Pueblo, CO 81003
p. 719.542.1100
f. 719.583.9351
www.pueblomemorialhall.com



Anticipated Expense Worksheet

Group: Mad Fresh Productions - Fundrasing Event
Event Dates: Saturday, October 28, 2023
Group Contact: Javier Quinones
Event Type: Concert

Number of Days	Space	Rate	Total
1	Memorial Hall - Non-Profit Rate	\$ 1,900.00	\$ 1,900.00
	Room Rental Subtotal		\$ 1,900.00
	Total		\$ 1,900.00

Quantity	Labor Estimate			
28	Outsourced Security Company 4 guards at 7 hours	\$ 25.00	\$ 700.00	Estimate
36	Ushers/Ticket Takers - 6 staff at 6hrs each	\$ 18.00	\$ 648.00	Estimate
5	Box Office Staff - 1 at 5hrs each	\$ 18.00	\$ 90.00	Estimate
				Estimate - Based off discussion today
1	Production - Audio, Lighting, Flyman, Stagehands, Pre-Hang Operations Labor - Setup, Event, & Clean Up 2 employees @ 8 hours	\$ 3,000.00	\$ 3,000.00	
16	Subtotal	\$ 18.00	\$ 288.00	
			\$ 4,726.00	
	Labor Total		\$ 4,726.00	

Insurance (Client may provide own insurance per contract requirements if desired. Amount included for estimate purposes only)

Venue is exclusive for all ticket sales. \$3 Facility fee will be added to each ticket price and passed on to consumer.

Venue will establish convenience fees for online and phone sales based on promoter ticket price

Licensee Responsible for 3.5% sales total on all Credit Card Charges. Estimate only. Actual will depend on credit transactions.

Estimated

Total Anticipated Charges \$ 6,626.00

The authorized signature states that you have read the entire estimate and understand that prices may vary based on actual selections.

Client's Signature: _____

Date: _____

[illegible]



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: July 24, 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 AIRPORT INFRASTRUCTURE GRANT (AIG) AGREEMENT NO. 3-08-0046-049-2023 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF \$571,290 TO RECONSTRUCT RUNWAY 8R-26L LIGHTING AND THE AIRFIELD LIGHTING CONTROL AND MONITOR SYSTEM (ALCMS) AS PART OF THE REHABILITATION OF RUNWAY 8R-26L AND TAXIWAY A2 REMOVAL PROJECT, BUDGETING AND APPROPRIATING \$571,290 TO PROJECT NO. AP2205, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance will approve and accept an Airport Improvement Program (AIP) grant agreement from the United States of America acting through the Federal Aviation Administration (FAA) to provide funding to reconstruct Runway 8R-26L Lighting and the Airfield Lighting Control and Monitor System (ALCMS) as part of the Rehabilitation of Runway 8R-26L and Taxiway A2 removal project.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10241 approved by City Council on August 8, 2022, established Project No. AP2205 and accepted FAA Grant No. 03-08-0046-047-2022 for the Rehabilitation of Runway 8R-26L and Taxiway A2 Removal (Phase I – Design).

BACKGROUND:

During the design phase of the Rehabilitation of Runway 8R-26L and Taxiway A2 Removal project, it was determined that the Airfield Lighting Control and Monitor System (ALCMS) and the lighting along Runway 8R-26L needs to be updated and replaced. The FAA for and on behalf of the United States of America has agreed to pay ninety-five percent (95%) of allowable costs associated with the Airfield Lighting and ALCMS.

FINANCIAL IMPLICATIONS:

The total estimated project cost is \$601,358.00. The FAA AIG Grant is for \$571,290.00 (95%). The CDOT approved grant amount is \$15,033.00 (2.5%), and was accepted, budgeted, and appropriated in a previous ordinance. The City's match is \$15,035.00 (2.5%). Matching funds were transferred from the Airport Improvement Trust Fund in a previous ordinance.

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 Federal Government, the project will not occur, and other grant funds will need to be returned to CDOT.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. PUB-NMG-3-08-0046-049-2023-Grant Agreement
2. Grant Certification

ORDINANCE NO. 10508

AN ORDINANCE APPROVING AND ACCEPTING AIRPORT INFRASTRUCTURE GRANT (AIG) AGREEMENT NO. 3-08-0046-049-2023 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF \$571,290 TO RECONSTRUCT RUNWAY 8R-26L LIGHTING AND THE AIRFIELD LIGHTING CONTROL AND MONITOR SYSTEM (ALCMS) AS PART OF THE REHABILITATION OF RUNWAY 8R-26L AND TAXIWAY A2 REMOVAL PROJECT, BUDGETING AND APPROPRIATING \$571,290 TO PROJECT NO. AP2205, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo has received a Grant Agreement from the Federal Aviation Administration (FAA) to reconstruct Runway 8R-26L Lighting and the Airfield Lighting Control and Monitor System (ALCMS) as part of the Rehabilitation of Runway 8R-26L and Taxiway A2 removal project; and,

WHEREAS, the funds from this grant need to be accepted, budgeted, and appropriated into Rehab Runway 8R-26L Design & Construction Project No. AP2205; NOW, THEREFORE

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

SECTION 1.

The FY 2023 Airport Infrastructure Grant Agreement No. 3-08-046-049-2023 ("Grant Agreement") by and between the City of Pueblo, a Municipal Corporation, and the United States of America through the Federal Aviation Administration ("FAA"), making available \$571,290.00 in federal funds to reconstruct Runway 8R-26L Lighting and the Airfield Lighting Control and Monitor System (ALCMS) as part of the Rehabilitation of Runway 8R-26L and Taxiway A2 removal project, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 2.

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 3.

Funds in the amount of \$571,290.00 shall be accepted pursuant to the Grant Agreement and budgeted and appropriated to Project No. AP2205 - Rehab Runway 8R-26L Design and Construction.

SECTION 4.

Pursuant to the Grant Agreement, the FAA may make unilateral amendments to the grant terms and its obligation 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 the FAA increase the maximum grant obligation, said funds shall be automatically budgeted and appropriated to Project No. AP2205 - Rehab Runway 8R-26L Design and Construction without the need for further action.

SECTION 5.

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

SECTION 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 July 10, 2023.

Final adoption of Ordinance by City Council on July 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 26, 2023.

☐ Disapproved on _____ based on the following objections:



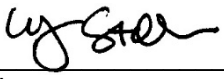
Mayor

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



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office:
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

The Honorable Nicholas A. Gradisar
Mayor, City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

Dear Mayor Gradisar:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-08-0046-049-2023 at Pueblo Memorial Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 11, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Paulette Lugo, (303) 342-1256, paulette.lugo@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

John P. Bauer
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FY 2023 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}	
Airport/Planning Area	Pueblo Memorial Airport	
Airport Infrastructure Grant Number	3-08-0046-049-2023	[Contract No. DOT-FA23NM-1051]
Unique Entity Identifier	NJK3BNUDRHJ7	
TO:	City of Pueblo, Colorado	
	(herein called the "Sponsor")	

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 12, 2023, for a grant of Federal funds for a project at or associated with the Pueblo Memorial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Pueblo Memorial Airport (herein called the "Project") consisting of the following:

Reconstruct Runway Lighting 08R/26L (Airfield Lighting Control and Monitor System (ALCMS))

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety-five (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$571,290.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 571,290 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred up to the end of the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 11, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of BIL Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. Build America, Buy American. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are

provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.

- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Force labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
- ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 6, 2023, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

- vii. An authorized official of the Department of Justice or other law enforcement agency.
 - b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications.** Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

SPECIAL CONDITIONS

27. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
28. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as described by 49 U.S.C. § 47106(a)(6).
29. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{*Ttl_es_:signer1:title }}

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

CITY OF PUEBLO, COLORADO

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title}}

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer3:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be 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.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan 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;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (**City of Pueblo, Colorado**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIG projects as of January 12, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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.

United States of America (acting through the Federal Aviation Administration)
Airport Rescue Grant Agreement No. 3-08-0046-49-2023.


Greg Pedroza
Director of Aviation

June 26, 2023
Date



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING AN OZONE SEASON TRANSIT GRANT, AWARD NO. OSTG2023-04, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO ASSOCIATION OF TRANSIT AGENCIES, ESTABLISHING PROJECT NO. PT2301, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$414,898.85 INTO PROJECT NO. PT2301, AND RATIFYING THE MAYOR'S SIGNATURE OF THE GRANT AGREEMENT

SUMMARY:

Attached is a Grant Award between the City of Pueblo and the Colorado Association of Transit Agencies for \$414,898.85.

PREVIOUS COUNCIL ACTION:

FY 2022 Ozone Season Transit Grant **OSTG052022** Approval

BACKGROUND:

This is a FY2023 Ozone Season Transit Grant for \$414,898.85. Per Colorado Revised Statute Section 24-38.5-113, Ozone Season Transit Grant Program, the grant provided is 100%, with a 0% match. This grant utilizes funds from the Colorado Energy Office-CASTA Grant Agreement. The grant scope of work includes the Ozone Season Transit Grant Program:

\$414,898.85 – Estimated Cost

\$414,898.85 Total Grant

FINANCIAL IMPLICATIONS:

The anticipated total project cost is \$414,898.85. The State share is 100% with no City match requirement.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to not receive its 2023 Ozone Season Transit Grant reimbursement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. GRANT CERTIFICATION Free Fare 2023
2. 10405 - Ozone Season
3. OSTG2023-04 award letter signed

ORDINANCE NO. 10509

AN ORDINANCE APPROVING AND ACCEPTING AN OZONE SEASON TRANSIT GRANT, AWARD NO. OSTG2023-04, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO ASSOCIATION OF TRANSIT AGENCIES, ESTABLISHING PROJECT NO. PT2301, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$414,898.85 INTO PROJECT NO. PT2301, AND RATIFYING THE MAYOR'S SIGNATURE OF THE GRANT AGREEMENT

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

SECTION 1.

The Grant Agreement awarding Grant No. OSTG2023-04 ("Grant Agreement") between the City of Pueblo, a Municipal Corporation, and the Colorado Association of Transit Agencies, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor's signature of the Grant Agreement is hereby authorized and ratified, and shall be binding on the City of Pueblo. The Mayor is authorized to execute any and all other certifications, assurances, and other documents associated therewith.

SECTION 3.

Project Number PT2301 is hereby established, and the amount of \$414,898.85 is budgeted and appropriated thereto.

SECTION 4.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Grant 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 July 10, 2023.

Final adoption of Ordinance by City Council on July 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 26, 2023.

☐ Disapproved on _____ based on the following objections:



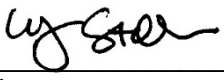
Mayor

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

GRANT CERTIFICATION

To: Heather Graham, President of the City Council
Nicholas Gradisar, Mayor

Re: OSTG02023-04 Ozone Season Grant

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

Name (print) Benjamin Valdez

6/26/2023

Date

Title: Transit Director

ORDINANCE NO. 10405

AN ORDINANCE APPROVING AND ACCEPTING AN OZONE SEASON TRANSIT GRANT, AWARD NO. OSTG052022, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO ASSOCIATION OF TRANCITY AGENCIES, ESTABLISHING PROJECT NO. PT2205, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$98,995.96, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Awarding of Grant No. OSTG052022 to the City of Pueblo, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

Project Number PT2205 is hereby established, and the amount of \$98,995.96 is budgeted and appropriated therefore.

SECTION 4.

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 Award 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 February 27, 2023.

Final adoption of Ordinance by City Council on March 13, 2023.



President of City Council

Action by the Mayor:

☒ Approved on March 15, 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: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING AN OZONE SEASON TRANSIT GRANT, AWARD NO. OSTG052022, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO ASSOCIATION OF TRANCITY AGENCIES, ESTABLISHING PROJECT NO. PT2205, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$98,995.96, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Grant Award between the City of Pueblo and the Colorado Association of Transit Agencies for the estimated \$135,775, with an actual check receipt for \$98,995.96

PREVIOUS COUNCIL ACTION:

No previous Council actions

BACKGROUND:

This is a FY2022 Ozone Season Transit Grant for \$95,995.96 allocation. Per the Colorado Revised Statutes Section 24-38.5-113 Ozone Season transit grant program, the grant provided is 100%, with a 0% match. This grant utilizes ARP Act funding to prevent, prepare for, and respond to COVID-19. The grant scope of work includes the following projects:

\$135,775 – Estimated Cost; and
\$98,995.96 – Actual Expensed amount.

\$98,995.96 Total Grant

FINANCIAL IMPLICATIONS:

The anticipated total project cost is \$98,995.96. The State share is 100% with no City match requirement.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to not receive their 2022 Ozone Season Transit Grant reimbursement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. GRANT CERTIFICATION Free Fare
2. OSTG052022 Grant Award Letter - Google Docs

Ozone Season Transit Grant Award Letter and Agreement

Jun 1, 2023

Luann Martinez
350 Alan Hamel
Pueblo, Colorado 81003

Grant Number: OSTG2023-04

Dear Luann,

Congratulations, City of Pueblo, hereafter known as subgrantee, has been awarded a grant through the Ozone Season Transit Grant Program in the amount of \$414,898.85 to be used toward providing Free Transit during Ozone Season. The Grantee is providing \$0.00 in matching funds for the project.

This Award Letter and Agreement, hereafter known as Agreement, outlines the terms and conditions of accepting the grant. Please read the Agreement carefully, sign, and return no later than June 1st, 2023.

Upon signing this Agreement, Grantee agrees to the following terms:

- Subgrantee will notify CASTA if there is any change in your ability to execute the terms of the grant;
- Subgrantee attests that it is committed to providing the new or expanded free services for at least thirty (30) days during the ozone season for the period of June 1, 2023 to August 31, 2023.
- Subgrantee will be held to the policies and procedure set forth in the 5.7 OZONE SEASON TRANSIT GRANT PROGRAM
- Grantee will utilize the grant funds for the purposes submitted in the grant application (attached) and only for activities that meet the Eligible Use of Grants Section 2 of CASTA Operating Procedure 5.7 OZONE SEASON TRANSIT GRANT PROGRAM and Colorado Revised Statutes Section 24-38.5-113 Ozone season transit grant program.

Congratulations again on receiving this grant. We look forward to working with you during this Ozone Season.

Sincerely,



Authorized Signature of Grantor: _____

CASTA Executive Director

Date: 06/01/2023



Authorized Signature of Grantee: _____

Agency Official

Date 6-1-23

Attachments:

- Operating Procedure 5.7 OZONE SEASON TRANSIT GRANT PROGRAM
- Subgrantee Reimbursement Uniform Guidance
- Subgrantee Application



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 24, 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 AN INSTRUMENT OF RELEASE BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE RELEASE OF LOT 12 IN THE PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves an agreement with the United States of America for the release of land in the Pueblo Memorial Airport Industrial Park Subdivision.

PREVIOUS COUNCIL ACTION:

Since 1970, City Council has approved the release of lots in the Pueblo Memorial Airport Industrial Park to various businesses.

BACKGROUND:

This agreement with the United States of America is for the release of Lot 12 in the Pueblo Memorial Airport Industrial Park so that it may be sold to the Pueblo Development Foundation. The United States of America transferred ownership of the airport property to the City on July 20, 1948. This transfer carried with it a number of obligations, restrictions, and conditions. These obligations, restrictions and conditions are also carried with all federal grant funding accepted by the City. The most recent grant acknowledging these obligations, restrictions and conditions was accepted on August 8, 2022, by Ordinance No. 10241. Lot 12 of the Pueblo Memorial Airport Industrial Park is surplus property because it disconnected from the primary airport property and is better suited for other uses. The agreement with the United States of America will release this lot from the federal obligations, restrictions, and conditions, allowing it to be used for purposes not related to the airport, such that the property does not interfere with the safe use of the Pueblo Memorial Airport.

FINANCIAL IMPLICATIONS:

Once the release is effective, Lot 12 is intended to be sold to PDF for \$440,000, which is the appraised value of Lot 12 (12.56 acres of land), which would be deposited into the Special Airport Improvement Trust Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the land will not be released.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. PUB Parcel 12 Instrument of Release

ORDINANCE NO. 10510

AN ORDINANCE APPROVING AN INSTRUMENT OF RELEASE BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE RELEASE OF LOT 12 IN THE PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Instrument of Release ("Agreement") by and between the United States of America acting by and through the Federal Aviation Administration and the City of Pueblo, a Municipal Corporation, a copy of which is attached hereto and made part hereof by reference, after having been approved as to form by the City Attorney is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement on behalf of the City of Pueblo, a Municipal Corporation, and the City Clerk shall affix the Seal of the City thereto and attest the same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the Agreement to implement the policy 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 July 10, 2023.

Final adoption of Ordinance by City Council on July 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 26, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

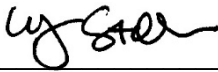
☐ Council did not act to override the Mayor's veto.

☐ 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



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

06/20/2023

The Honorable Nicholas A. Gradisar, Mayor
City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

Dear Mayor Gradisar:

This letter is in reply to the Pueblo Memorial Airport's request for the release of approximately 12.56 acres of land at the Pueblo Memorial Airport, Pueblo, Colorado, from all the restrictions and conditions of agreements with the United States Government. This land also known as Parcel 12.

We have determined that the property described on the enclosed instrument of release is no longer needed for aeronautical purposes, and the City of Pueblo, Colorado is to be released from the terms and conditions of the various grant agreements which affect this land.

In order to complete the release process we need the following items:

1. A formally accepted and recorded (Volume and Page Number) copy of the Federal Aviation Administration (FAA) Instrument of Release.
2. An updated Airport Property Map (Exhibit "A") identifying the property as no longer being dedicated airport property.

Any future AIP grants executed prior to the FAA receipt of an updated Airport Property Map (Exhibit "A") identifying the property described in this letter as no longer being dedicated airport property, will result in the Federal reobligation of this land to the previous terms and conditions of the various grant agreements made with the United States Government.

If you have any questions, please contact John Sweeney at (303) 342-1263.

Sincerely,

John P Bauer

John P Bauer (Jun 20, 2023 21:32 MDT)

John P. Bauer, Manager
Denver Airports District Office

Enclosure: Instrument of Release

INSTRUMENT OF RELEASE

THIS INSTRUMENT OF RELEASE, made by the United States of America, acting by and through the Federal Aviation Administration, under and pursuant to the powers and authority contained in the provisions of Public Law 81-311 (63 Stat. 700), as amended, to the City of Pueblo, a body under the laws of the State of Colorado, witnesseth

WHEREAS,

The United States of America, acting by and through the War Assets Administrator, under and pursuant to Reorganization Plan One of 1947 (12 Fed. Reg. 4534) and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, by instrument entitled "Quitclaim Deed," dated July 20, 1948, and recorded in Pueblo County, Colorado, in book 1074, page 87, did surrender, transfer, remise, release, quitclaim and convey to the City of Pueblo, Colorado, airport facilities commonly known and designated as Pueblo Memorial Airport, subject to certain conditions, reservations, exceptions, and restrictions; and,

WHEREAS,

The City has requested the FAA to execute a Agreement of Release, whereby it would release the said described property from all the reservations, restrictions, and conditions as set forth in the said Agreement; and

WHEREAS,

They City intends to dispose of said land free and clear of the reservations, restrictions, and conditions and receive other valuable consideration therefore.

NOW THEREFORE, for and in consideration of the above-expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America upon inclusion by the City of Pueblo, Colorado, in the Instrument of Transfer conveying title to the hereinafter described real property of provisions as follows:

1. The City of Pueblo, Colorado, reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the said airspace and for use of said airspace for landing on, taking off from, or operating at the Pueblo Memorial Airport.
2. That the City of Pueblo expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to a height of not more than 4,690 feet above mean sea level.
3. That the City of Pueblo expressly agrees for itself, its successors and assigns to prevent any use of the hereinafter described real property which would interfere with landing or taking off of aircraft at the Pueblo Memorial Airport, or otherwise constitute an airport hazard. In the event the aforesaid covenant is breached, the grantor is to reserve the right to enter upon the land released hereunder and to remove the offending structure or object and to cut the offending growth, all of which shall be at the expense of the grantee.

By this Instrument of Release, the United States of America by and through the Administrator, Federal Aviation Administration, hereby releases the real property described below from all the remaining conditions, reservations and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to the City of Pueblo, Colorado, dated July 20, 1948, which real property is described as follows:

Lot 12 of the Pueblo Memorial Airport Industrial Park Subdivision, Pueblo County, Colorado, as filed for record October 11th, 1995, Book 2836, page 669 in the office of the Pueblo County Clerk and Recorder, Pueblo, Colorado, being further described as follows: (see 2 attached pages):

LEGAL DESCRIPTION
FOR
LOT 12

LOT 12, AS SHOWN ON THE PLAT OF PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION, FILED FOR RECORD OCTOBER 11, 1995 IN BOOK 2836 AT PAGES 665-670, RECEPTION #1096136 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER, LYING WITHIN THE WEST ½ OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE MONUMENT AT THE INTERSECTION OF WILLIAM M. WHITE BOULEVARD AND EATON WAY AS SHOWN ON SAID PLAT;

THENCE WESTERLY ALONG THE CENTERLINE OF WILLIAM M. WHITE BOULEVARD S 88°02'03" W, (SAID BEARING ALSO THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION¹⁷⁰) A DISTANCE OF 1,705.61 FEET TO A CENTERLINE MONUMENT ALONG SAID WILLIAM M. WHITE BOULEVARD;

THENCE DEPARTING THE CENTERLINE OF WILLIAM M. WHITE BOULEVARD N 01°57'57" W, A DISTANCE OF 75.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WILLIAM M. WHITE BOULEVARD;

THENCE WESTERLY ALONG A TANGENT CURVE TO THE RIGHT, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WILLIAM M. WHITE BOULEVARD, HAVING A RADIUS OF 925.00 FEET, A DELTA OF 6°01'15" AND A DISTANCE OF 97.20 FEET, TO THE SOUTHEAST CORNER OF LOT 12, PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION AND THE **POINT OF BEGINNING**;

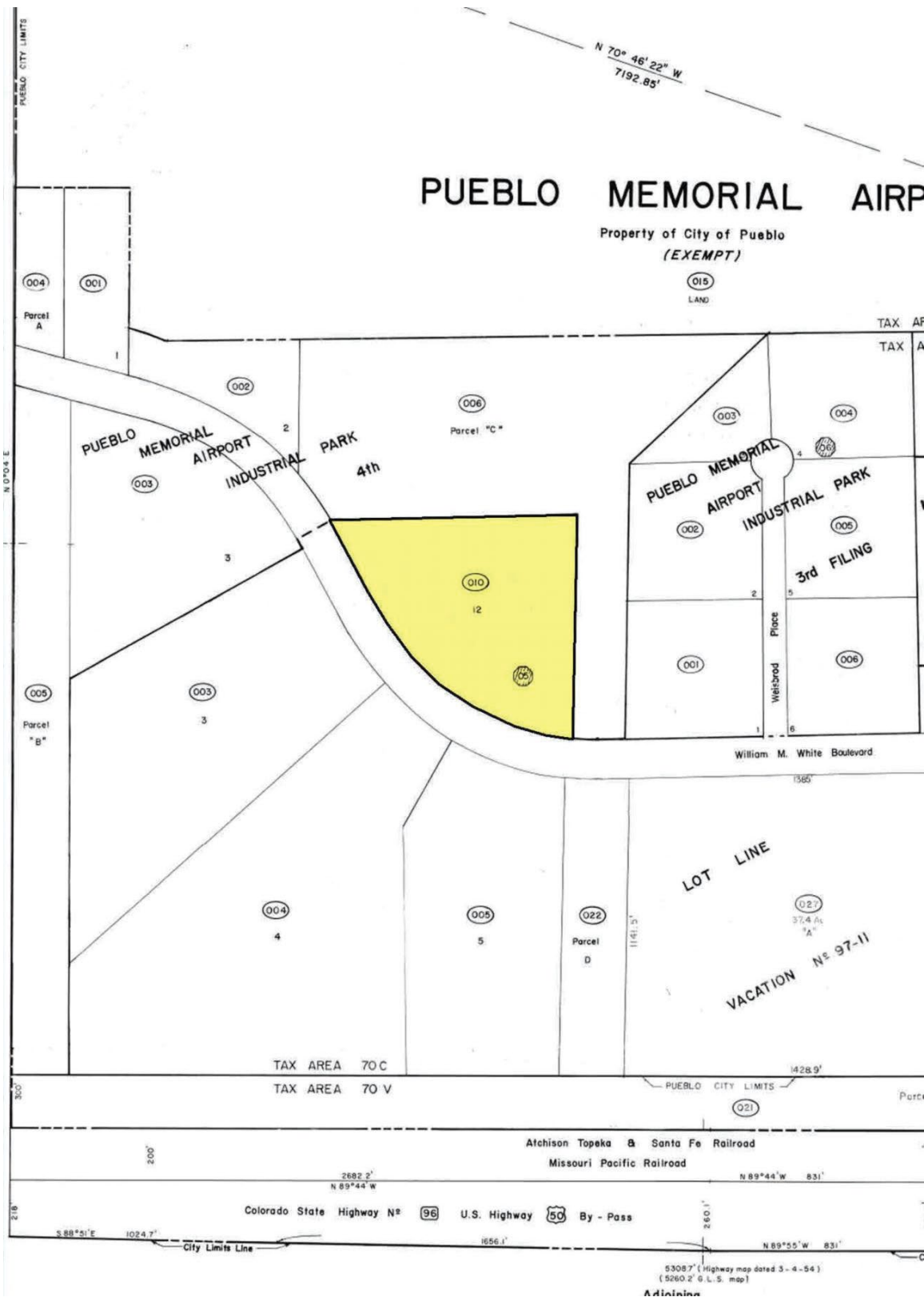
THENCE CONTINUING ALONG THE CURVE OF THE NORTHERLY RIGHT-OF-WAY LINE OF WILLIAM M. WHITE BOULEVARD, HAVING A RADIUS OF 925.00 FEET, A DELTA OF 56°19'51" AND A DISTANCE OF 909.42 FEET TO A POINT OF TANGENCY;

THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WILLIAM M. WHITE BOULEVARD N 29°36'51" W, A DISTANCE OF 402.89 FEET TO A POINT ON SAID RIGHT-OF-WAY OF LINE OF WILLIAM M. WHITE BOULEVARD AND THE NORTHWEST CORNER OF LOT 12, PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION;

THENCE DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF WILLIAM M. WHITE BOULEVARD EASTERLY ALONG THE NORTH LINE OF SAID LOT 12 N 87°57'56" E, A DISTANCE OF 941.64 FEET TO THE NORTHEAST CORNER OF LOT 12;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 12 S 00°12'56" W, A DISTANCE OF 849.28 FEET TO THE **POINT OF BEGINNING**.

SAID LOT 12 CONTAINS AN AREA OF 12.56 ACRES, MORE OR LESS.



By its acceptance of this Instrument of Release the City of Pueblo, Colorado covenants and agrees for itself, its successors and assigns to comply with and observe all the limitations set forth herein, expressly limited to the above described property.

IN WITNESS WHEREOF the United States of America has caused this Instrument of Release to be executed as of the 06/20/2023

UNITED STATES OF AMERICA
Federal Aviation Administration

John P Bauer
By John P Bauer (Jun 20, 2023 21:32 MDT)
Manager, Denver Airports District Office

ACCEPTED:

By _____
City of Pueblo, Colorado

APPROVED:

Sponsor's Attorney



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: July 24, 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 DEFERRED IMPROVEMENTS AGREEMENT BETWEEN BRICK SOLID INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE CONSTRUCTION OF PUBLIC IMPROVEMENTS INCIDENTAL TO A REARRANGEMENT OF PROPERTY BOUNDARIES AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance approving a Deferred Improvements Agreement between Brick Solid Investments, LLC., and the City of Pueblo related to the construction of required Public Improvements along East 4th Street and Dry Creek Road incident to the applicant's submission of an application for a rearrangement of property boundaries.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Brick Solid Investments, LLC., is the owner of two adjoining parcels of land in the Eastwood Subdivision and has filed an application for the rearrangement of the property boundaries to combine the two existing parcels into one single parcel. In order to ensure the required public improvements for the newly-created lot are installed in a timely manner, the Director of Public Works has conditioned the approval of the rearrangement plat upon Brick Solid Investments, LLC., entering into a Deferred Improvements Agreement with the City which requires it to install one streetlight on an existing utility pole within 180 days of the plat being recorded.

FINANCIAL IMPLICATIONS

If Brick Solid Investments, LLC., performs its obligations under the proposed

Agreement, there will be no financial implication to the City. Should the applicant fail to comply with the terms and conditions of the Agreement, the City of Pueblo may construct the required public improvements at its expense and recover the construction costs through the assessment of a lien against the property.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failing to approve this Ordinance will prevent the City from being able to enter into the Deferred Improvements Agreement with Brick Solid Investments, LLC.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Deferred Improvements Agreement - Brick Solid Investments LLC (230620)

ORDINANCE NO. 10511

AN ORDINANCE APPROVING A DEFERRED IMPROVEMENTS AGREEMENT BETWEEN BRICK SOLID INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE CONSTRUCTION OF PUBLIC IMPROVEMENTS INCIDENTAL TO A REARRANGEMENT OF PROPERTY BOUNDARIES AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

SECTION 1.

The Deferred Improvements Agreement ("Agreement") by and between Brick Solid Investments, LLC., a Colorado Limited Liability Company, and the City of Pueblo, a Municipal Corporation, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the Pueblo City Attorney, is hereby approved. The Mayor is hereby authorized to execute an Agreement for and on behalf of the City Pueblo and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 10, 2023.

Final adoption of Ordinance by City Council on July 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 26, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

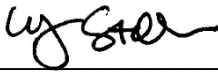
☐ Council did not act to override the Mayor's veto.

☐ 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

DEFERRED IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into this 20TH day of JUNE, 2023 by and between THE CITY OF PUEBLO, a Municipal Corporation, hereinafter referred to as "City" and Brick Solid Investments, LLC, a Colorado Limited Liability Company, hereinafter referred to as "Property Owner." Hereinafter, City and Property Owner may be referred to individually as "Party" or collectively as "Parties".

WHEREAS, Property Owner is the owner of certain properties situated in the City of Pueblo, County of Pueblo, Colorado, and legally described as follows:

AS PLATTED:

The North 38.23 feet of the West 150 feet, Block 1, Eastwood Subdivision, County of Pueblo, state of Colorado.

and

The S 11.77 feet of the West 150 feet, Block 6, Eastwood Subdivision, County of Pueblo, State of Colorado.

and

Beginning at the Southwest corner of Lot 1 Thence North 225 feet to the Point of Beginning, Thence East 150 feet; Thence North 50 feet; Thence West 150 feet; Thence South 50 feet to the Point of Beginning of Block 1, Eastwood Subdivision, County of Pueblo, State of Colorado.

and

The North 50 feet of the South 61.77 feet of the West 150 feet of Block 6, Eastwood Subdivision, County of Pueblo, State of Colorado.

AS REARRANGED:

Parcel A, Eastwood Subdivision Rearrangement of Property Boundaries RPB 22-15
(Rearrangement Plat)

(hereinafter referred to as the "Properties");

WHEREAS, pursuant to the provisions of Chapter 4 of Title XII of the Pueblo Municipal Code, Property owner has requested and City has authorized approval of the Rearrangement Plat subject to Property Owner entering into a deferred improvement agreement for the construction of required public improvements described in Exhibit A attached hereto and incorporated herein ("Required Public Improvements");

NOW, THEREFORE, in consideration of the foregoing and the following mutual covenants and agreements, the City and Property Owner agree as follows:

1. Property Owner agrees to construct and install, at its sole cost and expense, the Required Public Improvements within 180 days of the date upon which the Rearrangement Plat is recorded ("Deferral Period").

2. All Required Public Improvements shall be installed in accordance with the version of Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado that is in effect on the date of this Agreement. All improvements installed shall be subject to inspection and acceptance by the Director. Any installed work that does not meet the applicable standards will not be accepted. All work shall be performed by a contractor (or contractors) properly licensed to perform such work within the City of Pueblo.

3. Unless otherwise approved by the Director, all Required Public Improvements shall be installed within the public right-of-way. If any permanent or temporary easement is necessary to accommodate the construction, operation, or maintenance of required public improvements, Property Owner agrees to grant an easement of sufficient size and configuration for such purposes to the City.

4. Upon failure, refusal, or neglect of the Property Owner or subsequent owners of the Properties to construct or install such Required Public Improvements within the Deferral Period, the Director may cause the same to be constructed by a third-party contractor. In such case, the Director shall prepare a statement showing the whole cost of such construction, including an amount not to exceed fifteen percent (15%) additional for costs of inspection, administration, and other incidentals, and shall initiate proceedings to cause the same to be assessed against the Property including all collection remedies under 12-3-30(c), P.M.C, which the parties stipulate and acknowledge as applicable to such costs.

5. During any period of time after the Deferral Period in which any Required Public Improvements are not constructed and installed or, if constructed by City under above Paragraph 4, during any period of time the amounts owed the City under Paragraph 4 above remain unpaid, no building permit or certificate of occupancy may be issued or approved with respect to any building or structure upon or within the Properties.

6. This Agreement shall extend to and be binding upon the heirs, personal representatives, administrators, successors, and permitted assigns of the respective parties. This Agreement shall be recorded in the office of the County Clerk and Recorder of Pueblo County, Colorado, and shall constitute an agreement running with the land and may be specifically enforced by City. All recording fees for this Agreement and related documents will be paid by the Property Owner.

The parties have executed this Agreement on the day and year first above written.

****SIGNATURE PAGE FOLLOWS****

IN WITNESS WHEREOF, the parties hereto set their hands and seal the day and year first written above.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By _____
Nicholas A. Gradisar, Mayor

ATTEST:

City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023

by _____.

Witness my hand and official seal. My commission expires: _____.

[S E A L]

Notary Public

PROPERTY OWNER

By 
Brick Solid Investments, LLC, a Colorado
Limited Liability Company

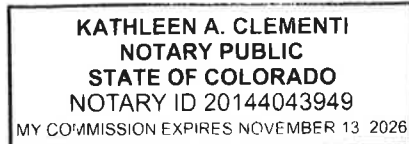
STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this 20th day of June, 2023

By: Mark J. Welte, Manager of Brick Solid Investments, LLC, a Colorado Limited Liability Company

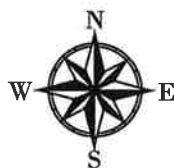
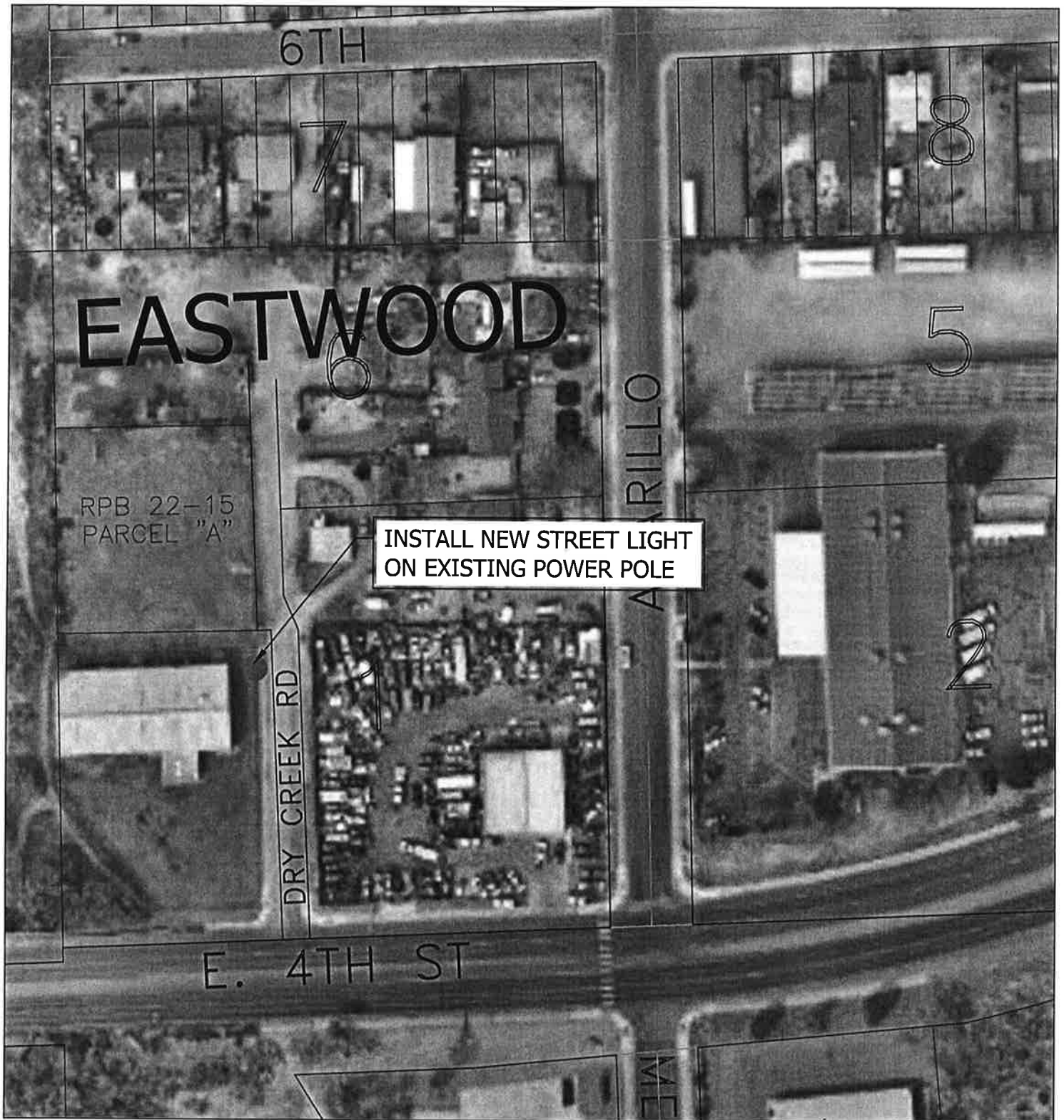
Witness my hand and official seal. My commission expires: November 13, 2026

[S E A L]



Kathleen A. Clementi
Notary Public

EXHIBIT "A"



SCALE: 1"=100'



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: July 24, 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 PUBLIC ART DONATION AGREEMENT BETWEEN ERIC MCCUE AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, RELATING TO THE DONATION OF ARTWORK FOR PUBLIC ENJOYMENT AS PART OF THE PUEBLO HISTORY AND ARTWALK PROJECT AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance approving a Public Art Donation Agreement between Eric McCue and the City of Pueblo related to the donation of a sculpture to be installed along the route of the Pueblo History and Art Walk for public enjoyment.

PREVIOUS COUNCIL ACTION:

On October 26, 2020, City Council passed Resolution No. 14496, adopting the Colorado Smelter Revitalization Plan, which approved a slate of improvement projects in the Bessemer, Bojon Town, and Grove neighborhoods that could be completed as funding became available.

On January 9, 2023, City Council passed Ordinance No. 10369, approving an Intergovernmental Agreement between the City and the Pueblo Department of Public Health and Environment related to the establishment of the Pueblo History and Art Walk and related project support to be provided by the City's Public Works Department.

On January 23, 2023, City Council passed Ordinance No. 10373, establishing account Project No. PL2203 - Colorado Smelter Revitalization Project Support and budgeting and appropriating funds in the amount of \$22,000.00 for the project.

BACKGROUND:

One of the stated goals in the Colorado Smelter Revitalization Plan was the installation of public artwork within the Bessemer, Bojon Town, and Grove neighborhoods. The

Pueblo Department of Public Health and Environment commissioned several artists to create artwork for installation along the Pueblo History and Art Walk route. Eric McCue is among the artists who have been selected to participate in the creation of artwork for this project.

FINANCIAL IMPLICATIONS:

Mr. McCue will donate his sculpture to the City at no cost and he will be responsible for the installation and maintenance of the artwork for a period of two years while it is on public display. The City will install the foundation for installing the artwork using funds previously budgeted and appropriated by the Pueblo City Council. Mr. McCue will retain the right to purchase his artwork back from the City at the end of the two-year period and he will be responsible for removing the artwork at that time if he so chooses.

If he does not exercise his option to buy the artwork back, the City may, at its discretion, opt to continue displaying the artwork, relocate the artwork, or dispose of the artwork. In such case, the City will be responsible for all costs associated with the maintenance of the sculpture after Mr. McCue's two-year maintenance period expires.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

This project was vetted within the local community and supported by the Bessemer, BojonTown, and Grove Improvement Network ("BEGIN") Governing Committee.

ALTERNATIVES:

Denial of this agreement will result in the City being unable to accept the donated artwork from Mr. McCue.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Public Art Donation Agreement - McCue (230629)

ORDINANCE NO. 10512

AN ORDINANCE APPROVING A PUBLIC ART DONATION AGREEMENT BETWEEN ERIC MCCUE AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE DONATION OF ARTWORK FOR PUBLIC ENJOYMENT AS PART OF THE PUEBLO HISTORY AND ARTWALK PROJECT AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

SECTION 1.

The Public Art Donation Agreement ("Agreement") by and between Eric McCue and the City of Pueblo, a Colorado Municipal Corporation, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the Pueblo City Attorney, is hereby approved. The Mayor is hereby authorized to execute said Agreement for and on behalf of the City of Pueblo and the City Clerk's Office is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 10, 2023.

Final adoption of Ordinance by City Council on July 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 26, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

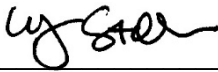
☐ Council did not act to override the Mayor's veto.

☐ 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

PUBLIC ART DONATION AGREEMENT

THIS PUBLIC ART DONATION AGREEMENT ("Agreement") is hereby entered into this ____ day of _____, 2023 by and between the City of Pueblo, a Colorado municipal corporation ("City"), and Eric McCue ("McCue"). City and McCue may be individually referred to herein as "Party" or collectively referred to as "Parties."

WITNESSETH:

WHEREAS, McCue has been commissioned by the Pueblo Department of Public Health and Environment to create a metal sculpture ("Artwork") for public display and enjoyment;

WHEREAS, McCue represents that he is the sole owner of said Artwork and that he has the right to convey the Artwork and all intellectual property rights, including design and copyright, to City;

WHEREAS, McCue desires to convey the Artwork to City and install the Artwork for public display within the City;

WHEREAS, City agrees to accept ownership of the Artwork and have it installed for public display and enjoyment within the City subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and all other covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all Parties agree as follows:

1. The following terms as used in this Agreement shall have the following meanings:

"Effective Date" refers to the date of this agreement and means the date of final signature of any of the Parties to this Agreement, whichever is latest.

"Installation Date" means the date set forth in the Schedule for which the installation of the Artwork shall commence.

"Installation Deadline" means September 30, 2023 unless such date is extended in writing by the Director of Public Works, which extension shall be made at the sole and absolute discretion of said Director.

"Maintenance and Repair Services" means, without limitation, all actions required so that the Artwork is kept and maintained in a good, clean, safe and operable condition consistent and in compliance with all applicable laws, ordinances, and regulations including but not limited to removing dirt, grime, bird droppings, weeds, graffiti, and repairing minor damage to the Artwork caused by weather, Acts of God, vandalism or any other cause, including damage by a motor vehicle.

"Premises" means the designated area in the landscaped portion of the right-of-way on the northwest corner of the intersection of E. Northern Avenue and Berwind Avenue where

the Artwork will be installed as indicated in Exhibit A, which is attached hereto and incorporated herein.

“Public Art Display” means the Artwork, concrete foundation and anchoring system, signage, landscape improvements, and other installed ancillary improvements which are located upon the Premises and which may be necessary for the safe public enjoyment of and access to the Artwork.

“Schedule” means the schedule for installation of the Artwork as required by this Agreement.

2. Within thirty (30) days of the Effective Date of this Agreement, McCue shall provide City with the Schedule. The Schedule shall be subject to review and approval by City. Following approval of the Schedule by City, any subsequent changes must be approved by City before installation may commence. It is expressly acknowledged and agreed that the placement or location of the Artwork upon City property or within a public right-of-way must be approved by the City’s Director of Public Works. McCue shall provide City with all required design parameters and technical information necessary to design and install the concrete foundation slab and anchoring system at least forty-five (45) days prior to the Installation Date.

3. Subject to and conditioned upon the approval of the Schedule, City agrees to allow McCue to install the Artwork (or to have the Artwork installed) upon the Premises. City further agrees to construct the required concrete slab foundation and landscaping improvements to include gravel, landscape border edging, and related ancillary improvements. Subject to availability of equipment and labor to support the installation, which determination shall be made at the sole and absolute discretion of City, City agrees to provide material handling equipment support and operators to assist with the installation of the Artwork. All such work shall be performed by City subject to all limitations, waivers and releases set forth in this Agreement including specifically below Paragraph No. 17.

4. Upon installation of the Artwork by McCue and written acceptance of the installed Artwork by City, ownership of the Artwork and all intellectual property rights, including design and copyright, shall be conveyed to and become the property of City. Risk of loss or damage to the Artwork will be borne by McCue until the Artwork is installed and accepted by City. For two (2) years following the Installation Date, McCue agrees to perform Maintenance and Repair Services for the Artwork at his sole expense. For two (2) years following the Installation Date, City agrees to retain ownership of the Artwork, and all rights attached thereto, and except as provided in Paragraph 10 below, City agrees to refrain from selling, trading, or conveying Artwork without the written consent of McCue during said period.

5. If for any reason City refuses to accept the installed Artwork, McCue shall retain ownership of the Artwork and shall be responsible for removing the Artwork from the Premises at his sole expense within forty-five (45) days after notice by City. As part of the removal process, McCue shall additionally be responsible for mitigation of any safety hazards to pedestrians, bicycles, scooters, and maintenance vehicles and equipment (including, but not limited to any exposed anchor bolts, sign posts, or other hardware). McCue **shall not** be responsible for removing the concrete slab foundation or any installed landscaping improvements.

6. If McCue fails to install the Artwork prior the Installation Deadline, City's obligations under this Agreement shall terminate, and McCue shall return the Premises to their original conditions except McCue shall not be responsible for removing the concrete slab foundation or any installed landscaping improvements.

7. McCue agrees to indemnify, defend, save and hold harmless the City, its respective agents, officers, directors, employees and representatives from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses occasioned in connection with, arising or alleged to arise from, wholly or in part, the Maintenance and Repair Services provided by McCue under this Agreement.

8. City may, at any time and for any reason, relocate the Artwork to another location within the City of Pueblo for public display and enjoyment at City's sole discretion and expense.

9. At the end of the two-year period following the acceptance of the Artwork by City and subject to and conditioned upon McCue being in compliance with all obligations hereunder including but not limited to the Maintenance and Repair Services, McCue shall have a thirty-day (30-day) period during which he shall have the unilateral right to purchase the Artwork and all intellectual property rights, including design and copyright, from the City for one dollar and zero cents (\$1.00). If McCue exercises his right to purchase the Artwork as specified within this Paragraph, he shall be responsible for removing the Artwork from the Premises at his sole expense within forty-five (45) days of notifying the City of his intent to purchase the Artwork. As part of the removal process, McCue shall additionally be responsible for mitigation of any safety hazards to pedestrians, bicycles, scooters, and maintenance vehicles and equipment (including, but not limited to any exposed anchor bolts, sign posts, or other hardware). McCue **shall not** be responsible for removing the concrete slab foundation or any installed landscaping improvements.

10. If McCue is unable or unwilling to provide Maintenance and Repair Services, if Artwork or Public Art Display becomes a nuisance, or if Artwork is damaged and repair or restoration costs exceed reasonable economic value for the replacement of the Artwork, City may remove and dispose of the Artwork at its sole discretion. If Artwork is removed by City for any of the conditions specified within this Paragraph 10 within the two-year period following the acceptance of the Artwork by City, City shall provide written notice to McCue of its decision and McCue shall have a thirty-day (30-day) period during which he shall have the unilateral right to purchase the Artwork in "as-is" condition and all intellectual property rights, including design and copyright, from the City for one dollar and zero cents (\$1.00). If McCue exercises his right to purchase the Artwork as specified within this Paragraph, he shall be responsible for collecting and transporting the Artwork at his sole expense within forty-five (45) days of notifying the City of his intent to purchase the Artwork. In such case, McCue **shall not** be responsible for removing the concrete slab foundation or any installed landscaping improvements. City shall offer and McCue shall accept the Artwork in "as-is" condition.

11. If McCue declines to exercise his right to purchase the Artwork as specified in Paragraphs 9 and 10 of this Agreement, or otherwise fails to collect and transport Artwork within the required time frame as set forth in Paragraphs 5, 9 and 10 of this Agreement, McCue agrees to forfeit any and all future rights and claims to the Artwork and all intellectual property rights, including design and copyright.

12. No term or provision of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, benefits, rights, protections, or any other provision of the Colorado Governmental Immunity Act, sections 24-10-101 and 120, C.R.S., as amended, or any other law granting immunity to the City and each of its respective officers and employees.

13. This Agreement sets forth all understandings and agreements between the Parties relating to the subject matter hereof. No modification or amendment to this Agreement shall be valid unless set forth in writing and approved by the Parties. No verbal representation, agreement or understanding by any officer or employee of the City, either before or after execution of this Agreement, shall modify or amend any of the terms and provisions of this Agreement.

14. The provisions of this Agreement are for the benefit of the named Parties only, and no third party shall have any right or remedy hereunder or the right to enforce any provision of this Agreement.

15. This Agreement shall be construed in accordance with and be governed by the laws of the State of Colorado without regard to conflict of law principles.

16. Time is of the essence hereof. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, provided McCue may not assign this Agreement or any interest herein without the express written consent of City.

17. In no event shall the City, its officers, agents or employees, be liable to McCue for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City, or the failure or delay of City in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of City entering into this Agreement, McCue hereby waives and discharges City, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay or failure of City under this Agreement shall be or be construed to be a waiver, discharge or release of McCue's obligations under this Agreement.

18. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

19. Each Party acknowledges that this Agreement was fully negotiated by the Parties and, therefore, no provision of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.

20. 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 jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

21. This Agreement may be executed in one (1) 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.

ATTEST:

CITY OF PUEBLO

By:
Marisa Stoller, City Clerk

By: _
Mayor Nicholas A. Gradisar

Date:

Date:

[S E A L]

ERIC MCCUE

By: _____
Eric McCue

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Eric McCue.

Witness my hand and official seal.

[S E A L]

My commission expires _____.

Notary Public

EXHIBIT A

Sculpture Installation Location

BERWIND AVE

E NORTHERN AVE



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: July 24, 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 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT TO MONITOR FOR SARS-COV-2 AND OTHER PATHOGENS OF CONCERN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a memorandum of understanding to provide wastewater influent samples to develop a statewide surveillance system of SARS-CoV-2 RNA and other pathogens of concern in the wastewater though funding the Colorado Department of Pueblo Health and Environment has received.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10312 approved the Memorandum of Understanding to sample SARS-CoV-2 RNA from the incoming wastewater at the James R. Dilorio for SARS-CoV-2, on October 27, 2022.

BACKGROUND:

The wastewater entering the James R. Dilorio Water Reclamation Facility along with 18 other facilities across the state will be analyzed two times per week for 52 weeks to develop a surveillance system to provide early warning for state and local health authorities of significant changes in fecal shedding of SARS-CoV RNA, the etiological agent of COVID 19. The wastewater will also be evaluated for pathogens or target of public health concern. This testing will be performed by the Colorado Department of Public Health and Environment to obtain comparable data to determine trends to indicate the rate of infection and potentially identify hot spots statewide. Initial studies have shown good correlation with outbreaks.

FINANCIAL IMPLICATIONS:

The only cost will be to collect the samples and ship them to the lab to perform the analysis. This will be paid from sewer user fees.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative would not provide the infection rate information that might help the local health officials make good decisions.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 07-10-23 MOU COVID

ORDINANCE NO. 10513

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

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

SECTION 1.

The Memorandum of Understanding between the City of Pueblo, the Colorado Department of Public Health and Environment attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is 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 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or desirable to implement the transactions described therein.

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 10, 2023.

Final adoption of Ordinance by City Council on July 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 26, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

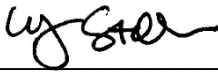
☐ Council did not act to override the Mayor's veto.

☐ 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

Colorado Wastewater Surveillance Program

Memorandum of Understanding

August 2023

Section 1: Background

The Colorado Department of Public Health and Environment (CDPHE) is partnering with Colorado Wastewater Utilities to monitor pathogens of concern in wastewater influent at wastewater utilities across the state. The goal of wastewater monitoring is to provide data that can be used by local public health agencies to understand the presence and/or trends of disease in their communities for public health action. Public health action may include community messaging about the pathogen detected, the importance of handwashing, encouragement to receive vaccines, and other resources providing more information about disease control for a specific pathogen.

Section 2: Purpose

The purpose of this Memorandum of Understanding is to set forth the terms and conditions, scope of work, and responsibilities of the parties associated with their collaboration on wastewater surveillance. The effort is scalable and may be expanded through future agreements.

Section 3: MOU Parties

The following entities are parties to this MOU, individually referred to as Wastewater Utilities and Regulatory Agencies.

Participating Parties	
Regulatory Agencies:	Colorado Department of Public Health and Environment
Wastewater Utility:	City of Pueblo

Section 4 Responsibilities

The following is a description of the responsibilities of the MOU parties.

Colorado Department of Public Health and Environment

- Work with the Wastewater Utility to collect data necessary for interpretation of results. This may include wastewater collection catchment boundaries to allow for correlation with clinical case data for that area, flow rates, or other data as is requested by the CDC.
- Update, maintain, and enhance the CDPHE internal wastewater dashboard for participants of the program to view their data before it is published to the public dashboard.
 - For SARS-CoV-2 (the virus that causes COVID-19), data will include RNA viral concentration (reported as copies/L), case counts, and variant data by sewershed.
 - Other pathogens or targets of public health concern may be tested in wastewater samples and shared on the public dashboard.
- Update and maintain the public dashboard on the CDPHE website.
- Coordinate with CDC's National Wastewater Surveillance System (NWSS) to better understand the extent of disease in communities across the US.
- Quantify pathogen or other target concentrations from wastewater influent samples using reverse transcription digital droplet PCR, when possible.
- Test wastewater influent samples from all participating utilities for mutations indicative of SARS-CoV-2 variants of concern.
- Establish trend classifications and alert local public health agency partners to trends in their area.
 - Provide technical assistance to local public health agencies to interpret the data.

- Recruit and onboard additional utilities to participate in the program.
- Provide a courier service to wastewater utilities to pick up samples and transport them to the CDPHE lab.
- Notify utilities and local public health partners when CDPHE begins testing for a new pathogen of concern.

Participating Wastewater Facilities

- Follow sampling methods as outlined in the ‘SOP for Transportation of Samples’ to CDPHE’s Lab.
- Sample wastewater influent at regular intervals that may be pathogen or target specific to ensure data consistency.
- Sampling will be conducted through July 31, 2024.
- Samples will be left for the CDPHE courier at the designated pick-up spot and time.
- Furnish GIS layer of catchment area to CDPHE for interpretation of data on the dashboard.
- Provide CDPHE with information necessary for the interpretation of results. This may include flow rates or other data as is requested by the CDC.

Section 5: Special Provisions

Nonbinding Agreement

The parties agree that this MOU is to memorialize the intent of the parties regarding the program but does not create a legal agreement between the parties. It is agreed by the parties that nothing in this MOU will be deemed or construed as creating a joint venture, trust, partnership, or any other legal relationship among the parties. This MOU is for the benefit of the parties and does not create third-party rights.

Communications

Any communications affecting the operations covered by this agreement given by CDPHE or the Wastewater Utility is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

- To CDPHE at the address specified in the MOU.
- To Wastewater Utilities, at the party's address shown in the MOU or such other address designated within the MOU.
- All communications with the media will be coordinated with CDPHE prior to the issuance of press releases and interviews.

Access to records and data flow

- Nothing in the agreement shall be deemed to waive or modify any public access or provision of the Colorado Open Records Act.
- All data relating to the project will be provided to CDPHE including, but not limited to, sample locations, frequencies, collection methods, analysis methods, results, and any analysis statistics.
- Laboratory results will also be made available to the wastewater entity that generated the samples.
- All data will be analyzed by CDPHE and provided to the wastewater utilities and local public health agencies concurrently via the CDPHE internal dashboard. If deemed appropriate to share on the public dashboard by CDPHE, data will be published to the public dashboard 24 hours after being available on the CDPHE internal dashboard.
- CDPHE will share the results of wastewater testing with the Centers for Disease Control and Prevention (CDC). This includes the CDC’s National Wastewater Surveillance System, which houses a secure dashboard only accessible by public health departments.
- All abstracts, presentations, and publications that include data from this project must be reviewed by CDPHE staff prior to presentation or publication.

Effective date

This agreement shall become effective on the date of execution by the last signatory party. It may be amended or extended upon the mutual agreement of the MOU Parties. The MOU may be terminated by any party after thirty (30) days advance written notice. The MOU will expire on July 31, 2024, unless extended in writing by the parties.

Section 6: Approvals

The following pages include the approval of this MOU by the MOU Parties.

Nick Gradisar, Mayor

City of Pueblo



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: July 24, 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 CHANGING THE STREET NAME OF SUNFLOWER
DRIVE TO WINECUP DRIVE

SUMMARY:

The applicant is requesting to change the name of Sunflower Drive to Winecup Drive. The street name of Sunflower Drive is a duplicate of a Pueblo County Road, Sunflower Lane.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Sunflower Drive is located in the City of Pueblo, University Park Subdivision, Filing No. 5 recorded on August 3, 1977. The current right-of-way is 80 feet wide with the east lane approximately 114 feet long and the west lane approximately 92 feet long. The road currently runs southeast out of the University Park Subdivision and will be extended into the proposed DFB Subdivision, Special Area Plan, as identified in the PACOG Long Range Transportation Plan. No residences or other structures are currently addressed on Sunflower Drive. Sunflower Lane is a Pueblo County Road established by the Hatchet Ranch Phase 3 A and B subdivisions, which is located south of the City. Sunflower Lane has at least three residential properties addressed on the street. The City of Pueblo Transportation (DOT) and Geographic Information Systems (GIS) Departments have proposed the name change to reduce confusion for travelers, commercial deliveries, and first responders. According to DOT and GIS, Sunflower Drive is only a short stub in the City with no buildings addressed on it, therefore no residents or businesses will have to change their address. The proposed name change is occurring at this time because the proposed DFB Subdivision will extend the right of way, that was originally named Sunflower Drive, south to the southern boundary of the subdivision and eventually to Desert Flower Drive, when the land south of DFB

Subdivision is developed. DOT and GIS are requesting the name change occur prior to structures being addressed on the street. The Pueblo Regional Building Department agrees with the name change to minimize confusion for travelers, commercial deliveries, and first responders. The name 'Winecup' was chosen by the prospective developer of the DFB Subdivision and fits with the native flower-themed street names in the University Park neighborhood.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 14th, 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, the current street name would remain.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. SNC-23-01 Attachments

ORDINANCE NO. 10514

AN ORDINANCE CHANGING THE STREET NAME OF
SUNFLOWER DRIVE TO WINECUP DRIVE

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

SECTION 1.

The street known as Sunflower Drive is hereby changed to Winecup Drive.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 10, 2023.

Final adoption of Ordinance by City Council on July 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 26, 2023.

☐ Disapproved on _____ based on the following objections:

Hilda Leal

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

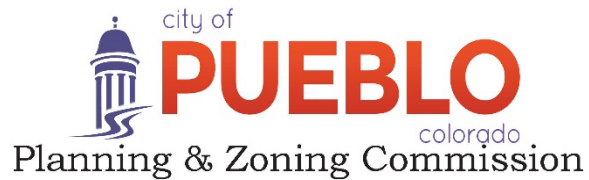
Lydia

City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, June 14, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

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, and Sarah Martinez, Christopher Pasternak.

Commissioners Absent: None

Staff Members Present: Trevor Gloss, Assistant City Attorney; Beritt Odom, Principal Planner; Bart Mikitowicz Senior Planner, and Cindy Capritta, Land Use Technician.

Staff Members Absent: Scott Hobson, Acting Director Planning and Community Development.

3. SNC-23-01 Street Name Change: Change the name of Sunflower Drive to Winecup Drive. Staff report by Beritt Odom, Senior Planner.

Public Hearing: Applicant, City of Pueblo. Sworn in and speaking in opposition, appeared Cindy Gradishar, and Kelsey Herman.

City Traffic Engineer, Melanie Turner, provided information addressing all questions posed by the public and Commission.

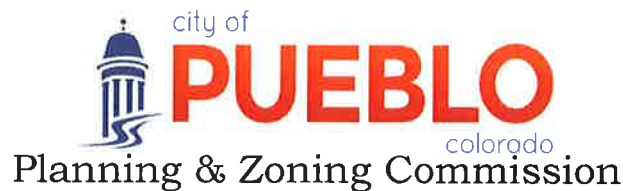
Commission Action: Bailey moved to recommend the application, seconded by Spinuzzi with no conditions.

Motion Passed: 7-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

SNC-23-01

TO: City of Pueblo, Planning and Zoning Commission
FROM: Jay-Michael Baker, Planner and Beritt Odom, Principal Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
DATE: June 27, 2023
SUBJECT: Street Name Change Sunflower Drive to Winecup Drive.
APPLICANT: City of Pueblo
PROPERTY OWNER: City of Pueblo
LOCATION: Southeast of University Park, West of Walking Stick Golf Course

Request:

To change the street name of Sunflower Drive to Winecup Drive. The street name of Sunflower Drive is a duplicate of a Pueblo County Road, Sunflower Lane.

Applicable Regulations:

Pueblo City-County Addressing Standards: According to the City Department of Transportation, different suffixes for two streets with the same name is not allowed.

Background and Analysis:

Sunflower Drive is located in the City of Pueblo, University Park Subdivision, Filing No. 5 recorded on August 3, 1977. The current right-of-way is 80 ft. wide with the east lane approximately 114 ft. long and the west lane approximately 92 ft. long. The road currently runs southeast out of the University Park Subdivision and will be extended into the proposed DFB Subdivision, Special Area Plan, as planned by the PACOG Long Range Transportation Plan. No residences or other structures are currently addressed on Sunflower Drive. Sunflower Lane is a Pueblo County Road established by the Hatchet Ranch Phase 3 A and B, which is located south of the City. Sunflower Lane has at least three residential properties addressed on the street.

The City of Pueblo Transportation (DOT) and Geographic Information Systems (GIS) Departments, propose the name change to reduce confusion for travelers, commercial deliveries, and first responders. According to DOT and GIS, Sunflower Drive is only a short stub in the City with no buildings addressed on it, therefore no residents or businesses will have to change their address. The proposed name change is occurring at this time because the proposed DFB Subdivision will extend the right of way, that was originally named Sunflower Drive, south to the southern boundary of the subdivision and eventually to Desert Flower Drive, when the land south of DFB Subdivision is developed. DOT and GIS are requesting the name change occur prior to structures being addressed on the street. The Pueblo Regional Building Department agrees with the name change to minimize confusion for travelers, commercial deliveries, and first responders.

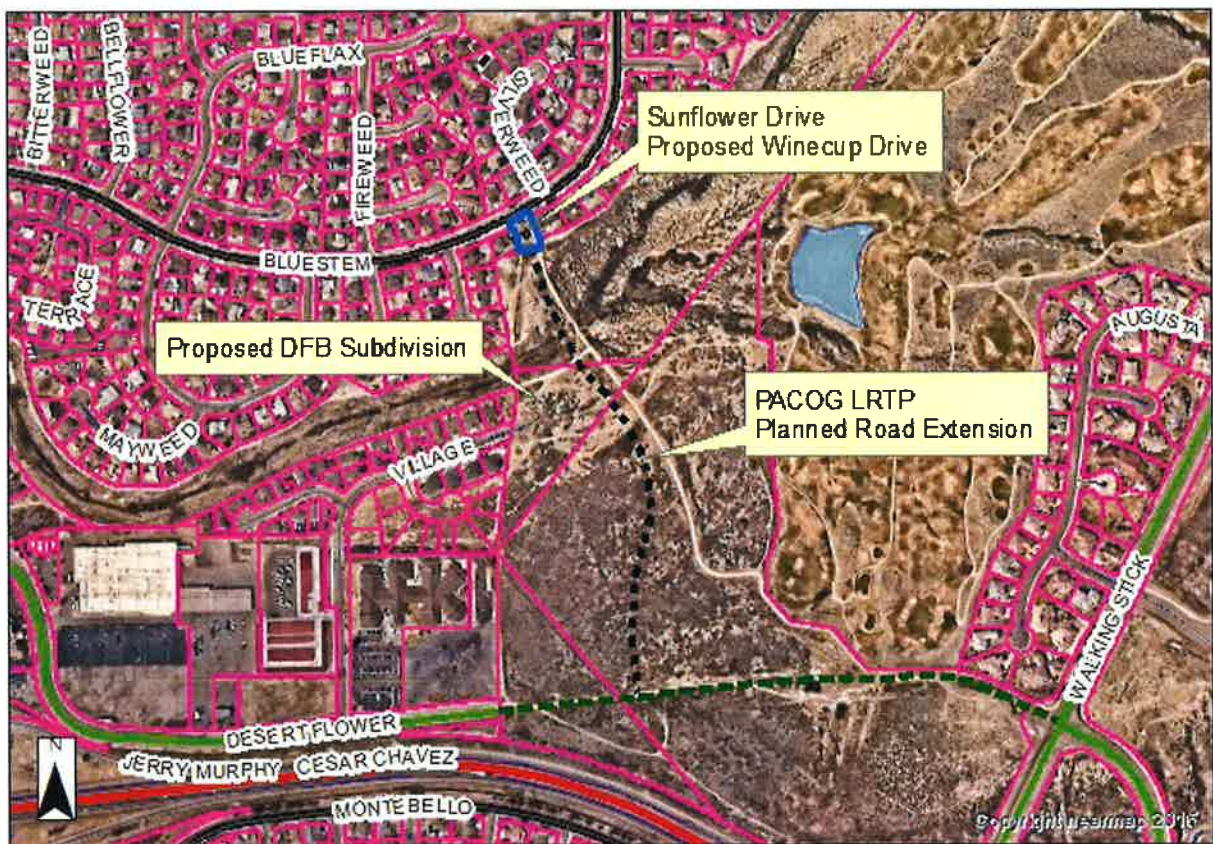
The name 'Winecup' was chosen by the prospective developer of the DFB Subdivision and fits with the native flower-themed street names in the University Park neighborhood.

Commission Action:

If the Planning and Zoning Commission find that the proposed Street Name Change is appropriate; staff recommends the Commission forward a recommendation to City Council that Sunflower Drive be changed to Winecup Drive.

ATTACHMENTS:

- A. Aerial Map
- B. Correspondence
- C. Proposed DFB Subdivision, A Special Area Plan
- D. University Park Subdivision, 5th Filing.



From: [Joy Morauski](#)
To: [Melanie Turner](#); [Beritt Odom](#)
Cc: [Jay-Michael Baker](#)
Subject: RE: SNC-23-01 Street Name Change Sunflower to Winecup
Date: Tuesday, June 6, 2023 3:03:12 PM
Attachments: [image001.png](#)

Jay,

The City of Pueblo's Geographic Information System (GIS) Department supports the request to rename the existing city street, *Sunflower Drive to Winecup Drive*.

The city street, Sunflower Drive, duplicates the name of Sunflower Lane within Pueblo County that has also existed for many years, but in the case of the county road, properties are addressed on Sunflower Lane. The impact on the citizens to change their address can be quite significant, both in time and cost.

Duplicate named streets can cause confusion for people when they are not familiar with the area; or in an emergency the suffix may not be used, or the wrong suffix is given, which is a common mistake. Using the wrong suffix may cause a substantial delay in emergency services especially if the intended address is in a different jurisdiction.

Regarding citizen impact, Sunflower Drive is less than a block long and no properties are addressed on Sunflower Drive whereas Sunflower Lane has multiple properties addressed on it. The impact of changing the name is greater to those in Pueblo County as they have established addresses with the postal service, utility companies, Pueblo County assessor's office, and other entities.

In addition, there are instances when names that are duplicated in the city and county has caused confusion when requesting various permits, as requirements can be quite different from another jurisdiction.

Therefore, the City GIS Department supports the renaming of *Sunflower Drive to Winecup Drive*.

Let me know if you have any questions.

Respectfully,

Joy Morauski

GIS Specialist
City of Pueblo, Colorado
719-553-2477
jmorauski@pueblo.us

From: Melanie Turner <mturner@pueblo.us>
Sent: Tuesday, June 6, 2023 11:28 AM
To: Beritt Odom <bodom@pueblo.us>
Cc: Jay-Michael Baker <JBaker@pueblo.us>; Joy Morauski <jmorauski@pueblo.us>
Subject: RE: SNC-23-01 Street Name Change Sunflower to Winecup

Beritt,

Below is justification for the street name change Sunflower Dr. to Winecup Dr.

- Sunflower Lane already exists in Pueblo County.
- Sunflower Drive is only a short stub in the City, with no buildings addresses on it, so there will be no negative impacts on existing residents or businesses.
- The name Winecup was chosen by the developer, and fits with the flower-themed street names in the University Park neighborhood.
- The Pueblo Regional Building Dept. agrees with the name change to avoid conflict.
- Duplicating roadway names is a violation of Pueblo County Addressing Standards:
 - Naming Roadways
Names will be applied where necessary to prevent duplicate street and/or avenue numbers.
 - Regulations for Naming Roadways
When naming roadways, duplicate names where two streets have the same name but different suffixes will not be used.
Jurisdictions may reserve the right to further restrict street naming within their geopolitical boundary as necessary.
- Negative Impact on Emergency Response:
 - Duplicate street names cause significant delays in emergency response during 911 dispatch calls.
 - Emergency services can be dispatched to the wrong road locations, causing a delay in aid and resources.
- Negative Community Effects:
 - Paper trails for mortgages, property taxes, etc. can be affected.
 - Mail delivery problems.
 - Difficulty finding a location using mapping apps.
 - Many people don't use (or know) the suffix of the street name.

Thanks

Melanie Turner, P.E.

TRAFFIC ENGINEER | DEPT OF TRANSPORTATION
CITY OF PUEBLO, COLORADO
719.553.2702 OFFICE

Fire Chief
Barbara Huber

Deputy Fire Chiefs

Chris Harner

Keith Novak

Fire Inspectors

Erik Duran Eric Knight

Paul Haley



Fire Department

1551 Bonforte Blvd.

Pueblo, CO 81001

Phone (719) 553-2830

www.pueblo.us/fire

MEMO

TO: Beritt Odom, Principal Planner **DATE:** June 5, 2023
FROM: Erik Duran, Fire Inspector
SUBJECT: Street Name Change Existing: Sunflower Drive to Winecup Drive (Univeristy Park)
RECORD: N/A **CASE:** SNC-23-01 **REVIEW:** Initial

This memo is to serve as the Fire Department's review of the referenced project submittal. Please forward to the applicant's representative. See comments/conditions below.

RE: Street Name Change – Existing: Sunflower Drive to Winecup Drive (University Park)

Reason given for Street Name Change: Extension and development of existing, partial roadway, currently named Sunflower Drive and located in the University Park neighborhood of the City, may be confused with Sunflower Lane which is located in the Hatchet Ranch neighborhood of the County.

The City of Pueblo Fire Department has no objection to naming of new roadways by following the outlines within the Pueblo County Addressing Standards, however we express strong reservations whenever an existing roadway, or portion thereof, undergoes a name change, due to the fact that a large amount of historic data is affected locally and is required to be updated manually.

First responders are tasked with arriving at a given location within a timely manner, after they have been dispatched by their respective 9-1-1 Emergency Communication Centers. They do so by becoming familiar with the established roadways in their assigned territories and using any signs and landmarks along those roadways.

In the fire service, firefighters often consult printed material such as wall maps, map books, and street list books in order to aid in this process. Many first responders can navigate by naming all the intersecting roadways along a given thoroughfare.

The existence of a second established roadway within the County, with the same leading name, but with a unique suffix, need not be a reason for the renaming of a similarly established roadway or intersection. It is unlikely, in this instance, that the address points on both roadways would be confusing to the current or future residents or the general public.

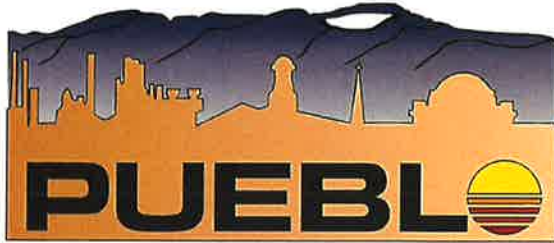
Further, modern technology used in the City, County and State 9-1-1 Emergency Communication Centers has significantly reduced the possibility of sending emergency responders to a similarly named roadway that is located so far away from another roadway.

###



ACCREDITED SINCE 2008 – COMMISSION ON FIRE ACCREDITATION INTERNATIONAL





**Pueblo Regional Building Department
830 N Main St. Suite 100
Pueblo CO 81003
719-543-0002 fax 719-543-0062**

www.prbd.com

June 7, 2023

Memo in response to PFD's comments regarding the proposed street name change of Sunflower Dr.:

Generally, it is the policy of PRBD to treat the review of, or possibly suggest a street name change as a very serious matter. All street name changes are done within the specific context of the request, and take into account such items as overall public safety, impact to existing property owners, as well as ancillary impacts which may affect the USPS, GPS providers, etc.

The review of Sunflower Dr was reviewed based on:

- The fact that there are no address points currently assigned to the street
- The current ROW is approximately 120' in length and goes nowhere whereas the continuation will connect Desert Flower to Bluestem
- The existing Sunflower Ln is addressed as a Pueblo address in zip code 81004
- There are currently 5 addresses issued to Sunflower Ln in the 5300 to 5600 range (which would not directly conflict with the 4000 range of the proposed street)
- Sunflower Dr does not resolve in commercial GPS applications

Which resulted in my recommendation to change the name for clarity's sake and to avoid future confusion.

In General, the interest of public safety and first responders is always the first consideration in a name or address change. While most of the entities are address based, there remains some default to street name when the number doesn't resolve and address point creation in GIS can trail construction in new developments.

Beyond that, the City, County, and local governments don't operate in a vacuum and are not the only users of addresses. Users, including residents, will sometimes choose the incorrect street even when presented with a list that clearly indicates items like zip code; something encountered with the likes of Hillside and Antelope, for example. Not to mention the poster child of 27th Lane. While carriers such as USPS, UPS, FedEx, Amazon, etc. certainly don't outweigh emergency services, we need to be aware that their use of Google or Here.com GPS data can have impacts and extends to any driver using those services.

PRBD and City GIS work together closely regarding name changes. I completely agree with PFD's view when it comes to changing existing street names, however many of those decisions are made at a higher level despite recommendations from PRBD, GIS, and other agencies to the contrary.

Mike Colucci
Pueblo Regional Building Department

DFB SUBDIVISION, A SPECIAL AREA PLAN

A RE-SUBDIVISION OF LOT 20, BLOCK 57, UNIVERSITY PARK SUBDIVISION,
THE PARCEL AS DESCRIBED IN WARRANTY DEED RECORDED UNDER REC. NO. 2164046,
AND A PORTION OF THE PARCEL AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED UNDER REC. NO. 1092326,
LYING WITHIN THE NE 1/4 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
CITY AND COUNTY OF PUEBLO, STATE OF COLORADO

DEDICATION:

Know all men by these presents:
UPARK APT, LLC, A COLORADO LIMITED LIABILITY COMPANY and PUEBLO HOME DEVELOPMENT COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY being the owners of the following described tracts of land to wit:

Parcel D, Rearrangement of Property Boundaries, Recorded as Reception No. 1281695,
County of Pueblo, State of Colorado, according to the recorded plat thereof;
The Parcel as described in Quit Claim Deed recorded under Reception No. 2298901;
and a portion of the parcel as described in Special Warranty Deed recorded under Reception No. 1092326

A parcel of land in the SE1/4 of the NE1/4 of Section 18, Township 20 South, Range 64 West of the 6th P.M., being more particularly described as follows:

BEGINNING at the southeast corner of Lot 9, Block 58, University Park Subdivision 17th Filing, according to the recorded plat thereof; thence N07°30'28"E, along the east line of said University Park Subdivision 17th Filing, a distance of 482.34 feet to the southeast corner of a Parcel D, Rearrangement of Property Boundaries, Recorded as Reception No. 1281695, of the Official Public Records of Pueblo County, Colorado; thence along the south line of said Parcel D, S70°54'51W, a distance of 36.97 feet to the southwest corner of said Parcel D; thence along the west line of said Parcel D, N19°12'46"W, a distance of 115.31 feet, to the northwest corner of said Parcel D; thence along the north line of said Parcel D, N70°47'17"E, a distance of 94.78 feet; thence N10°16'49"W, along the east line of said University Park Subdivision, 4th Filing, a distance of 60.85 feet; thence N87°13'36" E, a distance of 253.90 feet to the southwest corner of the 80' trail easement and right-of-way, described as Parcel A in Resolution 9539, dated February 8, 2002, of the Official Public Records of the City of Pueblo; thence along the west line of said Parcel A, for the following three (3) courses:

- N36°41'44"W, a distance of 225.65 feet;
- along the arc of a curve to the right, having a radius of 390.00 feet, a central angle of 22°43'57", a distance of 154.74 feet;
- N13°57'47"W, a distance of 100.80 feet,

to a point on the south right-of-way line of Sunflower Drive, as shown on University Park Subdivision 5th Filing, according to the recorded plat thereof; thence along said south right-of-way line, N76°05'13"E, a distance of 80.00 feet, to the northeast corner of said Parcel A; thence along the east line of said Parcel A, for the following three (3) courses:

- S13°57'47"E, a distance of 100.73 feet;
- along the arc of a curve to the left, having a radius of 310.00 feet, a central angle of 22°43'57", a distance of 122.99 feet;
- S36°41'44"E, a distance of 279.76 feet,

thence N87°22'43"E, a distance of 135.35 feet to the West Boundary Line of the University of Southern Colorado; thence S38°44'38"W, along said west line, a distance of 883.99 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 202,116 square feet or 4.640 acres, more or less.

Has caused the foregoing described property to be surveyed, platted and subdivided into lots, blocks and parcels and has shown hereon certain easements for public utilities and pedestrians 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 "DFB SUBDIVISION, A SPECIAL AREA PLAN".

All of the streets and public utility and City easements shown hereon are hereby dedicated to the City for the perpetual use of the public. With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise hereon, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% form the owner(s) of the lots or parcels upon which the easements are located.

All drainage facilities, sanitary sewer facilities, landscaping, and street improvements, including pavements, curbs, gutters, and sidewalks, which are located on easements or parcels shown hereon shall be installed, repaired and maintained in good working order and condition by the owners of all lots within this subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

A formal environmental assessment for this subdivision has not been performed; however, to the best of the undersigned owner(s) knowledge, information, and belief, there are no known hazardous substances present within this subdivision.

Drainage facilities 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.

All of the streets and public utility easements shown hereon are hereby dedicated to the public for perpetual use.

Parcel A is herein dedicated for the use of trails, public utilities, drainage, access, and as an erosion zone/no build area, and is to be owned and maintained by the City of Pueblo.

Parcel B in non-buildable and will be privately owned.

IN WITNESS WHEREOF:

The aforementioned, UPARK APT, LLC, A COLORADO LIMITED LIABILITY COMPANY, has executed this instrument

this _____ day of _____, 20____.

UPARK APT, LLC, A COLORADO LIMITED LIABILITY COMPANY.

By_____

As_____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The above and aforementioned was acknowledged before me this _____ day of _____,

20____, by _____, as _____ for
UPARK APT, LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and seal_____

Address _____

My Commission expires _____

IN WITNESS WHEREOF:

The aforementioned, PUEBLO HOME DEV CO LLC, A COLORADO LIMITED LIABILITY COMPANY, has executed this instrument

this _____ day of _____, 20____.

PUEBLO HOME DEV CO LLC, A COLORADO LIMITED LIABILITY COMPANY

By_____

As_____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The above and aforementioned was acknowledged before me this _____ day of _____,

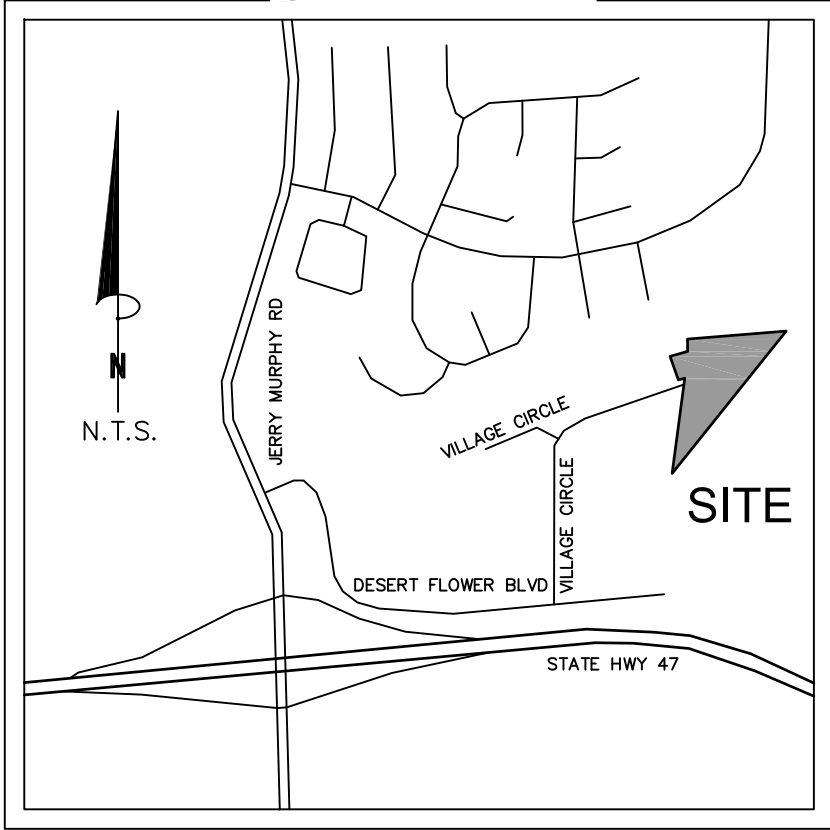
20____, by _____, as _____ for
PUEBLO HOME DEV CO LLC, A COLORADO LIMITED LIABILITY COMPANY.

Witness my hand and seal_____

Address _____

My Commission expires _____

VICINITY MAP



NOTES:

- This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of record, Clark Land Surveying, Inc. relied upon a Title Insurance Policy, prepared by Capstone Title, Commitment No. 222010, effective date November 30, 2022 at 8:00 A.M., and a Property Information Binder, prepared by Old Republic National Title Insurance Company, Policy No. PIB35062898.24559722, dated March 10, 2023.
- Basis of bearings is the south easterly line of the parcel described in that Warranty Deed recorded as Reception Number 2164046 on December 26, 2019 monumented on the northeast by a No. 5 rebar with a 1" yellow plastic cap, stamped "PLS 6128", flush with grade and on the southwest by No. 5 rebar with a 1" yellow plastic cap, stamped "PLS 6128", 0.2' above grade, measured to bear S38°50'09"W, a distance of 883.61 feet.
- The lineal units used in this drawing are U.S. Survey Feet.
- FEDERAL EMERGENCY MANAGEMENT AGENCY, FEMA FIRMeTte published October 15, 2020, referencing Flood Insurance Rate Map, Map Number 08101C0512D effective date August 15, 2019, indicates this parcel of land is located in Zone A (Without Base Flood Elevation) and Zone X (Area of minimal flood hazard).
- Field work for this survey was completed on October 12, 2020.

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS:

The DFB Subdivision, A Special Area Plan, is a planned, community consisting of multi-family residential dwellings.

Refer to the:

DECLARATION OF COVENANTS CONDITIONS,
RESRICTIONS AND EASEMENTS FOR DFB SUBDIVISION

Reception No. _____, Dated _____

NOTICE:

Notice is hereby given that acceptance of the platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, parks and other public improvements for maintenance by the city. Until such dedicated public roads, other parks, and public improvements meet the requirements, standards, and specifications of the City, its subdivision ordinance and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting and 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 the subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private road, easements and facilities.

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson, Planning Commission _____ Date _____

CERTIFICATION BY CITY CLERK:

Approval of Recording

Approved by the City Council of Pueblo, Colorado by Ordinance No. _____. This is to certify that the plat of "DFB SUBDIVISION, A SPECIAL AREA PLAN" has been approved for recording in the office of the County Clerk of the County of Pueblo, State of Colorado.

City Clerk _____ Date _____

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 1971 Code of Ordinances, City of Pueblo County of Pueblo, State of Colorado.

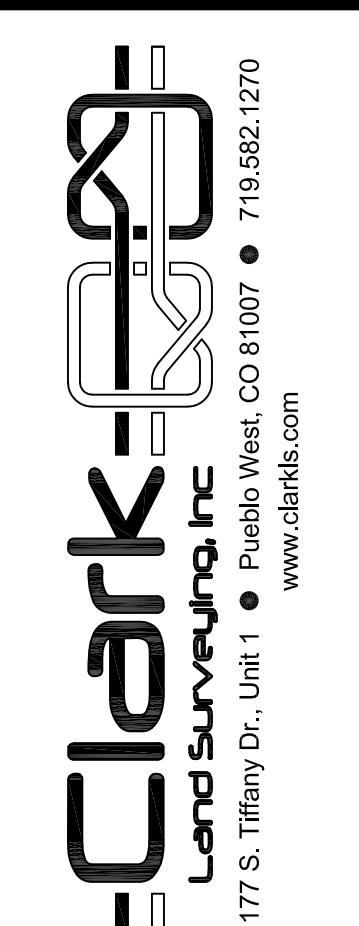
Director of Public Works _____ Date _____

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereof, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.



Revisions	Description	By	Date
No.			

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.

DFB SUBDIVISION, A SPECIAL AREA PLAN

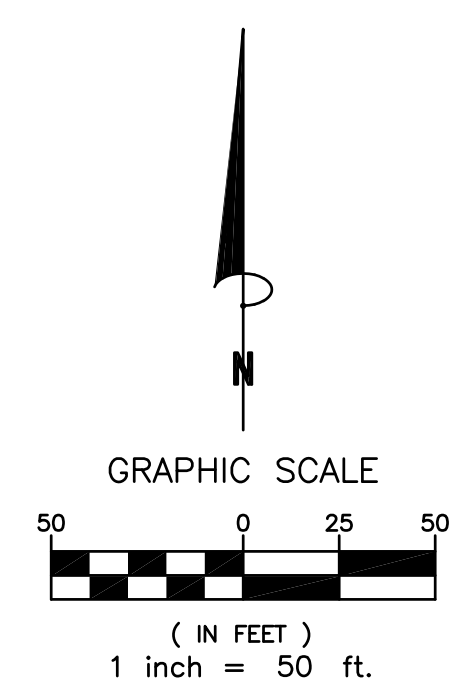
A PORTION OF THE NE1/4 OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH P.M.,
CITY AND COUNTY OF PUEBLO, COLORADO

Project No.	200975	Drawn By: EUC	Date: 6/22/2021
		Checked By: SLW	Sheet 1 of 2

A RE-SUBDIVISION OF LOT 20, BLOCK 57, UNIVERSITY PARK SUBDIVISION,
THE PARCEL AS DESCRIBED IN WARRANTY DEED RECORDED UNDER REC. NO. 2164046,
AND A PORTION OF THE PARCEL AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED UNDER REC. NO. 1092326,
LYING WITHIN THE NE 1/4 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
CITY AND COUNTY OF PUEBLO, STATE OF COLORADO



LINE	BEARING	DISTANCE
L1(M)	S70°54'51"W	36.97'
L1(R2)	S70°45'56"W	36.89'
L2(C)	N10°16'44"W	60.85'
L2(R1)	N10°16'49"W	----



Revisions			
No.	Description	By	Date

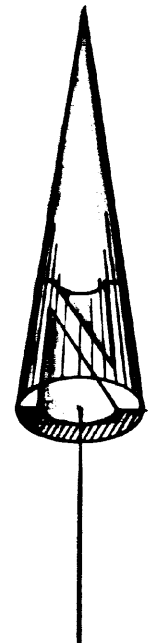
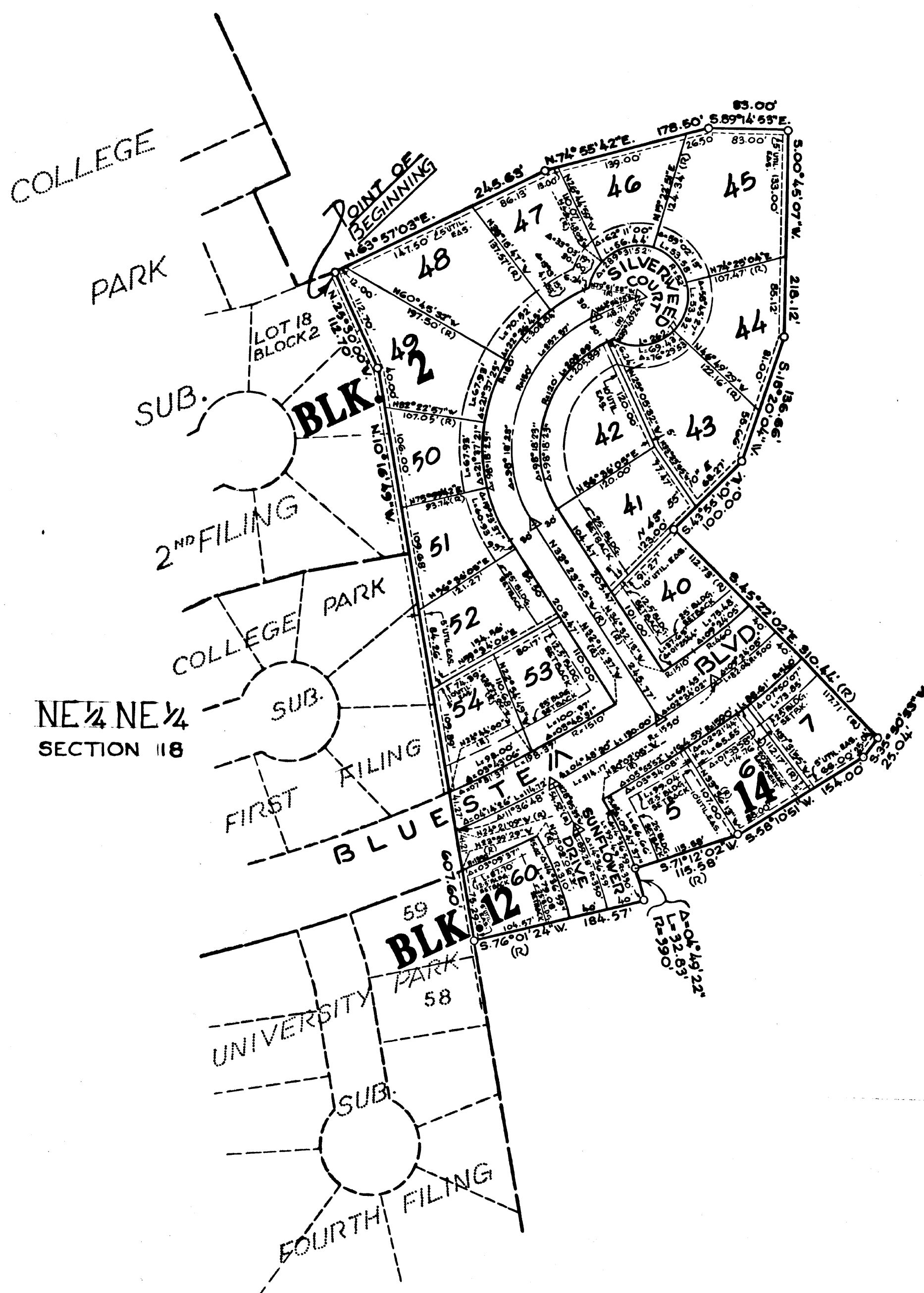
Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

DFB SUBDIVISION, A SPECIAL AREA PLAN
 A PORTION OF THE NE1/4 OF SECTION 18,
 TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH P.M.,
 CITY AND COUNTY OF PUEBLO, COLORADO

UNIVERSITY PARK SUBDIVISION

FIFTH FILING

A PORTION OF THE NE 1/4 NE 1/4 OF SECTION 18, TWP 20 SO. R64-W OF THE 6TH P.M.



SCALE: 1" = 100'

SCALE IN FEET

- △ - MONUMENTS TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- - STEEL PIN W/ PLASTIC CAP
- (R) - RADIAL
- EAS - EASEMENT

- DEDICATION -

KNOW ALL MEN BY THESE PRESENTS: Otero Investment, Inc., a Colorado Corporation, being sole owner of the following property:

A Subdivision of a portion of the NE 1/4 of Section 18, Twp. 20 South, Range 64 W., of the 6th P.M., being more particularly described as follows:

Beginning at the Northeast corner of Lot 18, Block 2, in College Park Subdivision, Second Filing, according to the recorded plat thereof, filed for record May 14, 1975; thence N.63°-57'-03"E., a distance of 245.63 feet; thence N.74°-55'-42"E., a distance of 178.50 feet; thence S.89°-14'-53"E., a distance of 83.00 feet; thence S.00°-45'-07"W., a distance of 218.12 feet; thence S.18°-20'-04"W., a distance of 136.66 feet; thence S.43°-55'-10"W., a distance of 100.00 feet; thence S.45°-22'-02"E., a distance of 310.44 feet; thence S.35°-50'-53"W., a distance of 25.04 feet; thence S.58°-10'-51"W., a distance of 154.00 feet; thence S.71°-12'-02"W., a distance of 115.58 feet; thence along the arc of a curve to the right whose center bears S.71°-12'-02"W., and whose radius is 390.00 feet, a distance of 32.83 feet; thence S.76°-01'-24"W., a distance of 184.57 feet, to a point on the East boundary of University Park Subdivision, Fourth Filing, according to the recorded plat thereof, filed for record May 14, 1975, the following two (2) courses:

1. N.10°-18'-49"W., a distance of 607.60 feet;
2. N.25°-30'-00"W., a distance of 112.70 feet, to the Point of Beginning; Containing 6.70 Acres.

Has caused the foregoing described property to be surveyed, platted and subdivided into lots, blocks and streets, and have designated hereon certain easements for the use of all public utilities and drainage, and the same numbered, platted and subdivided, dimensioned and named, as shown on the annexed plat, for the purpose of creating a SUBDIVISION to be known as UNIVERSITY PARK SUBDIVISION, FIFTH FILING.

All streets and easements for all public utilities and drainage, are hereby dedicated to the public for perpetual use.

IN WITNESS WHEREOF, Charles C. Rhodes and Charles Stephens of OTERO INVESTMENT, INC., a Colorado Corporation, hereby set their hands and affix the seal of the said Corporation, this day of , 1977, A.D.

OTERO INVESTMENT, INC.

STATE OF COLORADO)
COUNTY OF PUEBLO) ss

I, Ray F. Koester, a Notary Public in and for the County of Pueblo, State of Colorado, do hereby certify that Charles C. Rhodes and Charles Stephens for the OTERO INVESTMENT, INC., a Colorado Corporation, who are personally known to me to be the identical persons who signed the foregoing dedication, appeared before me this day in person and acknowledged the execution thereof to be their free and voluntary act for the uses and purposes therein set forth as the deed of said Corporation.

WITNESS my hand and notarial seal this 8TH day of JUNE, 1977, A.D.

My Commission Expires: 2/26/81

Ray F. Koester
Notary Public

- SURVEYOR'S CERTIFICATION -

This is to certify that we have prepared the annexed plat, and the accompanying surveys thereto, and that all lines and dimensions are correctly shown hereon. Bearings determined by previously recorded instruments.

K L H Engineering Consultants, Inc.
Pueblo, Colorado

By: Raymond D. Koester
Registered Professional Engineer
and Land Surveyor

Date: 6-8-77

- IMPROVEMENT CERTIFICATION -

This is to certify that the Subdivider has complied with Alternative No. 4 of Title 12-4-7 (3) (5) of 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

Date: 6-8-77

Bruce E. Rebock
City Engineer

- 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.

Date: 6-8-77

Joseph A. Fortino
Chairman - Planning Commission

Approved by the City Council of Pueblo, Colorado, by ORDINANCE NO. 4349

This is to certify that the plat of UNIVERSITY PARK SUBDIVISION, FIFTH FILING has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

Date: 7-27-77

Greg J. Coate
City Clerk

550122

STATE OF COLORADO)
COUNTY OF PUEBLO) ss
I hereby certify that this instrument was
filed for record May 14, 1975, and duly recorded in
Book 1897, Page 383.
Opal H. Smith
County Clerk

May 30, 2023

The City Planning and Zoning Commission will hold a public hearing on a request from the City of Pueblo for the approval of the following application:

SNC-23-01 Street Name Change Sunflower Drive to Winecup Drive: Change the name of a 112-foot segment of Sunflower Drive to Winecup Drive, generally located south of Bluestem Rd. and east of Woodsorrel Ct.

The Planning and Zoning Commission meeting will be held on June 14, 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

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER SNC-23-01

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 Sunflower Drive to Winecup Dr. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the 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.

May 30, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

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 Sunflower Drive to Winecup Drive to be published in a newspaper*, as required by the City Charter at least 15 days before the date set for the hearing (17-6-6.1). Notice shall be published once in the newspaper.

May 30, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Own	OwnerZip
PUEBLO HOME DEV CO LLC + C/O BARBARA O	1825 N GRAND AVE	PUEBLO	CO	81003-2634
GOWEN JOSEPH A/GOWEN NATALIE W	1 SILVERWEED CT	PUEBLO	CO	81001-1116
FISH JAMES H/FISH RENA S	1135 BLUESTEM BLVD	PUEBLO	CO	81001-1137
R WYATT LLC	5 YARROW CT	PUEBLO	CO	81001-1121
HERMAN DAVID J/HERMAN KESLEY E	1138 BLUESTEM BLVD	PUEBLO	CO	81001-1126
KNOWLTON AMANDA / HERNDON ERIC	1134 BLUESTEM BLVD	PUEBLO	CO	81001-1109
KINNEY IRWIN L/KINNEY SUSAN F	1 WOODSORREL CT	PUEBLO	CO	81001-1120
CHOSICH MICHAEL/CHOSICH GRETA SUE	7 WOODSORREL CT	PUEBLO	CO	81001-1120
KEITHLEY THOMAS E/KEITHLEY MARLEN	5 WINDFLOWER CT	PUEBLO	CO	81001-1119
FISCHER BOBBY L + FISCHER SHIRLEY A ,	1201 BLUESTEM BLVD	PUEBLO	CO	81001-1140
GULLEY JUSTIN B / GULLEY SILVIANA	12 SILVERWEED CT	PUEBLO	CO	81001-1116
MCMANAWAY DON W	13 SILVERWEED CT	PUEBLO	CO	81001-1116
BELL JEFFREY/BELL ELLEN	3 SILVERWEED CT	PUEBLO	CO	81001-1116
WALLER JORDAN / HINER MICHAEL	14 SILVERWEED CT	PUEBLO	CO	81001-1116
ANDREWS RAYMOND F JR	8 YARROW CT	PUEBLO	CO	81001-1121
MARTIN MATTHEW S	1146 BLUESTEM BLVD	PUEBLO	CO	81001-1126
ORAZEM DAVID	1142 BLUESTEM BLVD	PUEBLO	CO	81001-1126
VALENCICH LOTTIE M	4 YARROW CT	PUEBLO	CO	81001-1121
TRAHERN TYLER KENT + TRAHERN MEGAN LYI	3 YARROW CT	PUEBLO	CO	81001-1121
LEBOW JENNY + LEBOW THEODORE ,	2 WOODSORREL CT	PUEBLO	CO	81001-1120
MARTINEZ EUGENIO	10 WOODSORREL CT	PUEBLO	CO	81001-1120
ZINANTI MARK M/ZINANTI JEHAN L	8 WOODSORREL CT	PUEBLO	CO	81001-1120
POST BETTY J	2 SILVERWEED CT	PUEBLO	CO	81001-1116
PISCIOTTA SAMUEL W/PISCIOTTA NANC	7 YARROW CT	PUEBLO	CO	81001-1121
ELSON BRIAN B/ELSON SHARI R	1200 BLUESTEM BLVD	PUEBLO	CO	81001-1139
WHITE JAMES D/WHITE JEAN L	6 YARROW CT	PUEBLO	CO	81001-1121



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 24, 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 PUEBLO ICEHOUSE, PLANNED UNIT DEVELOPMENT TO WATERTOWER PLACE, PLANNED UNIT DEVELOPMENT

SUMMARY:

The applicant is requesting to rezone the existing Pueblo Icehouse, Planned Unit Development (PUD) to the Watertower Place, Planned Unit Development.

PREVIOUS COUNCIL ACTION:

The applicant is requesting to rezone the existing Pueblo Icehouse, Planned Unit Development (PUD) to the Watertower Place, Planned Unit Development.

BACKGROUND:

The applicant is requesting approval of the Watertower Place, Planned Unit Development Guide relating to the property located north of Spring Street and west of Santa Fe Avenue. The proposed PUD is a reimagining of the previous Icehouse PUD by a new owner, whereas the site has been simplified into two zone districts with a focus on commercial and industrial uses. Provisions have been made to allow for various residential uses, however they all require a Special Use Permit to make sure there are no major conflicts with the existing adjacent uses. The PUD Development Guide provides as much flexibility as possible into the site's table of uses and anticipates future development to be driven by opportunity and market forces. The current Icehouse PUD, Map Amendment No. Z-07-04, was reviewed by the Planning and Zoning Commission on March 14, 2007 and the Commission recommended that City Council rezone the property from I-3, Heavy Industrial Zone District, to PUD Zone District, to create a mixed-use project in downtown Pueblo next to the Historic Arkansas Riverwalk Project. The City Council held a public hearing for Map Amendment No. Z-07-04 and render a decision to approve the rezoning on April 23, 2007. The Pueblo Icehouse PUD consisted of one (1) four to five-story brick warehouse, two (2) smaller, one-story out buildings, and two (2) prominent water towers. Most of the building was

built in 1915 with beautiful brick and stone details and will be restored to the beautiful architecture of its former splendor by preserving historic elements and removing non-historic elements that were added on over the years. The traditional model for vertically mixed-use projects is to occupy the first/ground floor with retail shops and offices and the upper floors for residential lofts and apartments. On April 3, 2015, the property was purchased by 303 Industries LLC. Over the past eight years, the current owner has been restoring portions of the building while attracting commercial and industrial tenants. Currently, they wish to move away from the previous vision and take a more flexible approach to attract development than the original PUD allowed. Planning staff does not anticipate any negative externalities in the revised vision for the PUD under the new ownership.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 14, 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:

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-21-04 Attachments

ORDINANCE NO. 10515

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE PUEBLO ICEHOUSE, PLANNED UNIT
DEVELOPMENT TO WATERTOWER PLACE, PLANNED UNIT
DEVELOPMENT

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 Icehouse, Planned Unit Development to Watertower Place, Planned Unit Development:

Parcel A and Parcel B, Pueblo Ice House Subdivision

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 10, 2023.

Final adoption of Ordinance by City Council on July 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 26, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

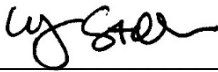
☐ Council did not act to override the Mayor's veto.

☐ 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

I3

WATERTOWER PLACE

PUD

S SANTA FE AVE

B4

EDST

Legend

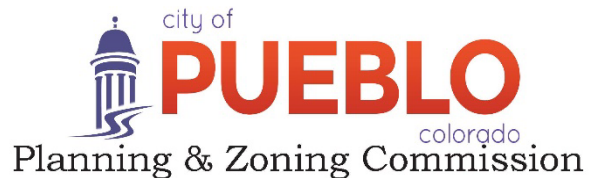
WATERTOWER PLACE



Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, June 14, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

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, and Sarah Martinez, Christopher Pasternak.

Commissioners Absent: None

Staff Members Present: Trevor Gloss, Assistant City Attorney; Beritt Odom, Principal Planner; Bart Mikitowicz Senior Planner, and Cindy Capritta, Land Use Technician.

Staff Members Absent: Scott Hobson, Acting Director for Development of Planning and Community Development.

APPROVAL OF THE AGENDA: Bailey moved to approve the May 10, 2023, agenda, seconded by, Avalos.

Motion Passed: 7-0

2. Z-21-04 **Rezone:** 303 Santa Fe Ave Icehouse PUD to Watertower Place PUD: Parcels A and B, Pueblo Icehouse Subdivision, 5.712 acres commonly known as 303 S. Santa Fe Ave. Staff report by Bart Mikitowicz, Senior Planner.

Public Hearing: Applicant, Ryan McWilliams was sworn in and spoke in support of the application. No one appeared in opposition.

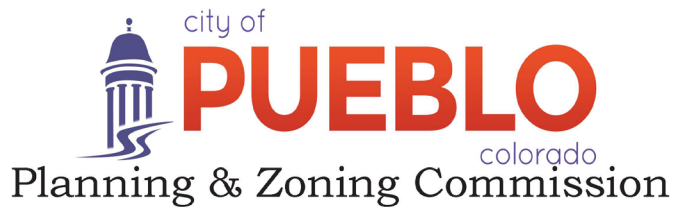
Commission Action: Bailey moved to recommend the application, seconded by Avalos with no conditions.

Motion Passed: 7-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-21-04

TO: City of Pueblo, Planning and Zoning Commission
FROM: Bart Mikitowicz, Senior Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
DATE: June 14, 2023
SUBJECT: Watertower Place, Planned Unit Development (PUD)
APPLICANT: Ryan McWilliams, Ownership Representative and as “Founder” under the Declaration of Covenants, Conditions, and Restrictions for Watertower Place PUD
PROPERTY OWNER: 303 Industries LLC
LOCATION: Generally located north of Spring St and west of Santa Fe Ave
EXISTING ZONE: Icehouse, Planned Unit Development
PROPOSED ZONE: Watertower Place, Planned Unit Development
CONCURRENT REQUESTS: None

REQUEST:

The applicant is requesting approval of the Watertower Place, Planned Unit Development Guide relating to the 5.71-acre property located north of Spring Street and west of Santa Fe Ave. The proposed PUD is a reimagining of the previous Icehouse PUD by a new owner, whereas the site has been simplified into two zone districts with a focus on commercial and industrial uses. Provisions have been made to allow for various residential uses, however they all require a Special Use Permit to make sure there are no major conflicts with the existing adjacent uses. The applicant, Mr. McWilliams, is trying to build in as much flexibility as possible into the site’s table of uses and anticipates future development to be driven by opportunity and market forces.

BACKGROUND AND ANALYSIS:

On March 14, 2007, the Planning and Zoning Commission reviewed Map Amendment No. Z-07-04 concerning this property and recommended that City Council rezone the property from I-3, Heavy Industrial District, to PUD, Planned Unit Development, to create a mixed-use project in downtown Pueblo next to the HARP (Historic Arkansas Riverwalk Project). The City Council held a public hearing for Map Amendment No. Z-07-04 and render a decision to approve the rezoning on April 23, 2007. The Pueblo Icehouse redevelopment consisted of one (1) four to five-story brick warehouse, two (2) smaller, one-story out buildings, and two (2) prominent water towers. Most of the building was built in 1915 with beautiful brick and stone details and in is the process of being restored to the beautiful architecture of its former splendor by preserving historic elements and removing non-historic elements that were added on over the years. The traditional model for vertically mixed-use projects is to occupy the first/ground floor with retail shops and offices and the upper floors for residential lofts and apartments.

On April 3, 2015, the property was purchased by 303 Industries LLC. Over the past eight years, the current owner has been restoring portions of the building while attracting commercial and industrial tenants. Currently, they wish to move away from the previous vision and take a more flexible approach to attracting development than the original PUD would allow for. Planning staff does not anticipate any negative externalities in the revised vision for the PUD under the new ownership.

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

Currently located on the site is an old icehouse/slaughterhouse (the main building) with numerous large metal additions, two smaller outbuildings, and two water towers. The grounds are currently paved and are situated next to Santa Fe Avenue and the railroad tracks.

❑ **Neighborhood Compatibility:**

- | | | |
|-------|---|--|
| North | • | I-3, Heavy Industrial District, Railyard |
| East | • | I-3, Heavy Industrial District, Undeveloped Open Space |
| South | • | B-4, Regional Business District, ABC Plumbing |
| West | • | R-4, Mixed Residential District, Single Family Homes |

❑ **Comprehensive Plan Compliance:**

The project site has been designated by the Pueblo Comprehensive Plan as Light Industry. The Pueblo Comprehensive Plan designation of Light Industry states that these areas include more intensive industrial uses that require larger sites and have a greater impact on surrounding areas, including uses that feature outdoor storage and other on-site activities. Supporting uses are intended to serve employees in the immediate vicinity. The Watertower Place PUD Development Guide and Master Plan serves as the master plan for the area meeting the master planning requirement of the land use designation.

The proposed Watertower Place, Planned Unit Development appears to be consistent with the Comprehensive Plan Designations.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

❑ **Minimum lot size and area:**

The 6.85-acre parcel is larger than the 5-acre minimum requirement of the PUD Zone District.

FINDINGS OF FACT REQUIRED PER §17-8-11 (C) OF THE PUEBLO MUNICIPAL CODE

The Municipal Code specifies four (4) criteria to be evaluated in conjunction with a PUD Major Revision application. The Planning and Zoning Commission, before recommending that any property in a PUD Zone District, shall make the findings concerning the following:

- (1) The PUD and Development Guide are compatible with the surrounding neighborhood and the proposed uses are not incompatible to the uses to which the surrounding area is restricted.
Staff Analysis of Finding #1
Affirmative Finding: The surrounding area is predominately commercial and industrial use. The proposed PUD aligns with these uses and is compatible.

- (2) The PUD and Development Guide are in accord and in harmony with the comprehensive land use plan and is done for the public good; that is, to serve one (1) or more of the goals of the comprehensive plan and enabling legislation and thereby bear a relationship to the public health, safety or general welfare.
Staff Analysis of Finding #2
Affirmative Finding: The comprehensive plan designates this area as Light Industry. The PUD development guide is focused on light industry and commercial uses, which is in alignment with the comprehensive plan.

- (3) The PUD and Development Guide would encourage an appropriate use of the land.
Staff Analysis of Finding #3
Affirmative Finding: The Development Guide presents a long-term vision for the redevelopment of this local landmark. While only portions of the facilities are currently being used, as redevelopment continues more and more areas of this once-prominent employment center will be reactivated.

- (4) The PUD and Development Guide would not be so injurious to surrounding properties to the extent of depriving neighboring property owners of any reasonable use of their property.
Staff Analysis of Finding #4
Affirmative Finding: The surrounding properties, except for a small section of residential to the south, are industrial in character. It is anticipated that redevelopment of this once blighted site will have a positive affect on surrounding property values.

- (5) All land contained in the PUD District is within the City, proper notice was sent to surrounding property owners, and the required public hearing was held.
Staff Analysis of Finding #5
Affirmative Finding: All of the land area is within the City of Pueblo, and proper notice has been sent by the Department of Land Use Administration to surrounding property owners, and the public hearing will be held during a regularly scheduled Planning and Zoning Commission meeting.

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- Please See Attached Email (6/9/23)

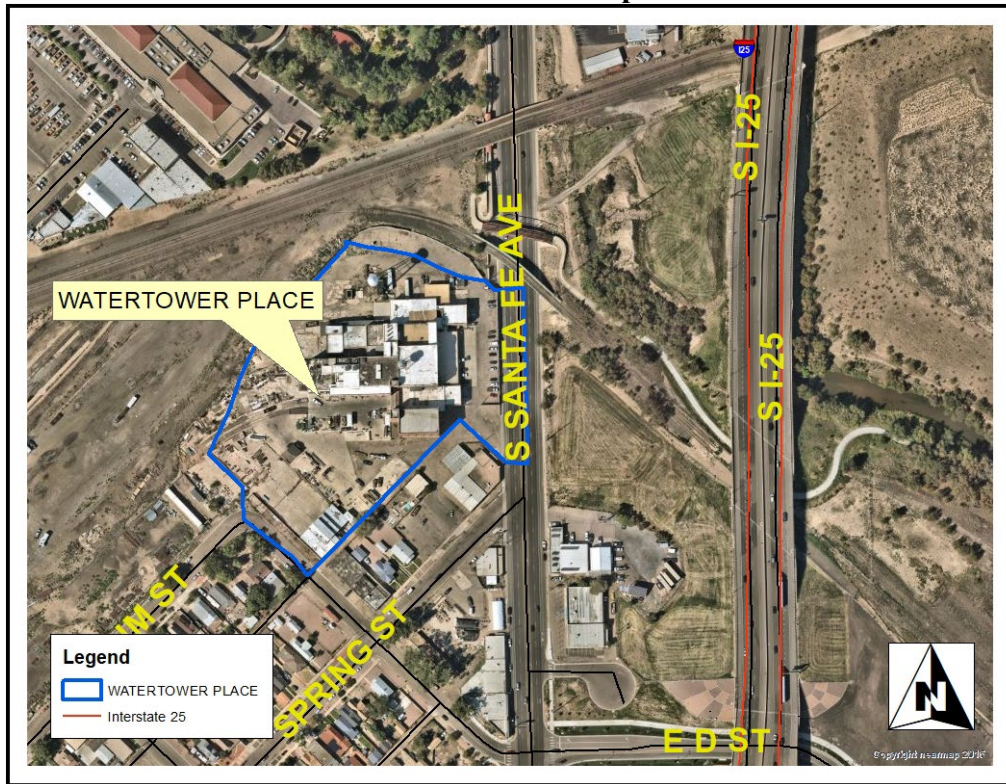
RECOMMENDED ACTION:

Staff recommends if the Planning and Zoning Commission finds the proposed PUD Development Guild appropriate. Then a recommendation to City Council that the zoning map amendment be **APPROVED** for the Watertower Place Development Plan, Planned Unit Development Pueblo, Colorado.

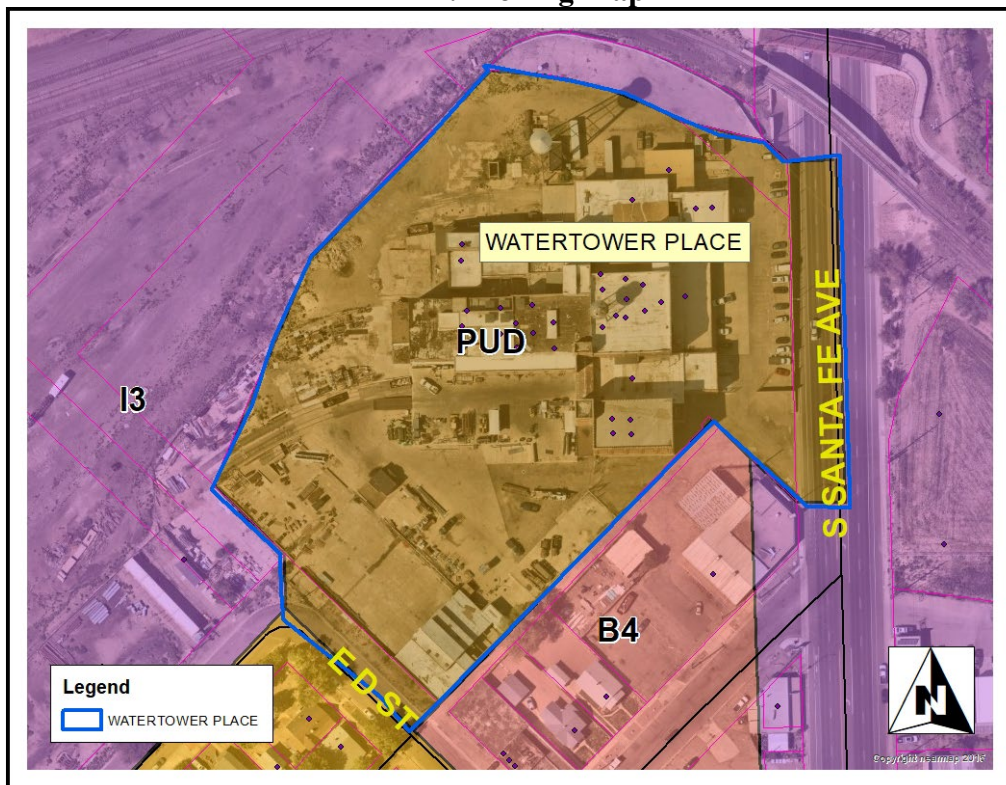
ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Public Notice
- E. Site Photograph
- F. Application
- G. Watertower Place, Planned Unit Development. Pueblo, Colorado

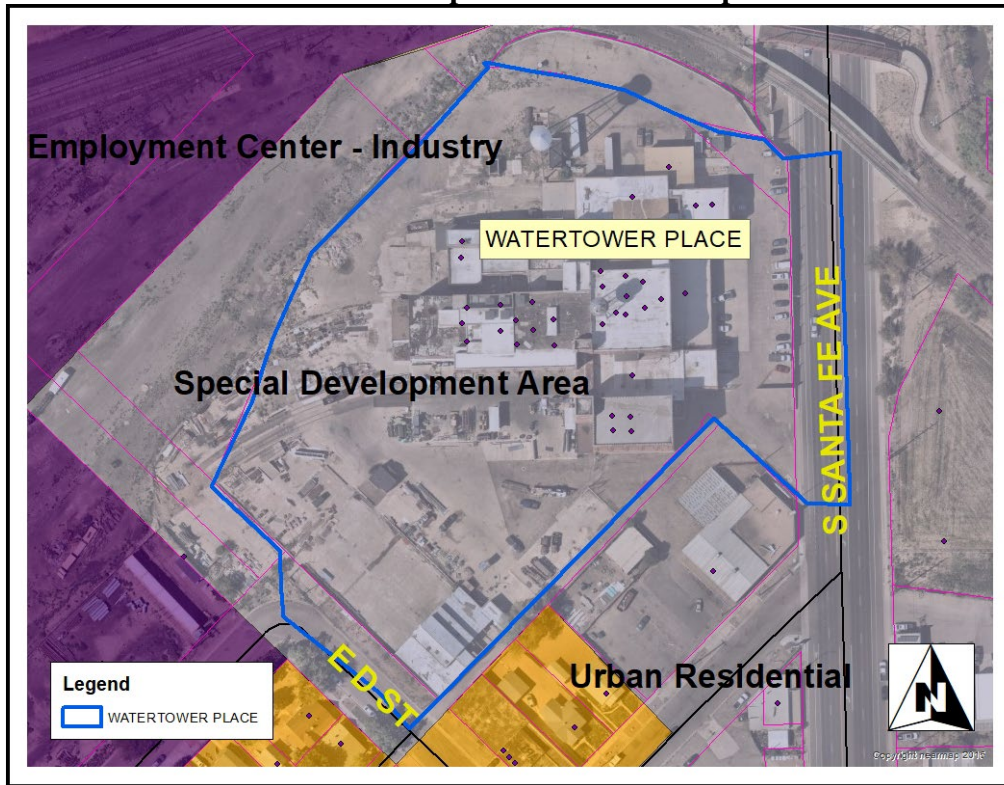
A. Aerial Map



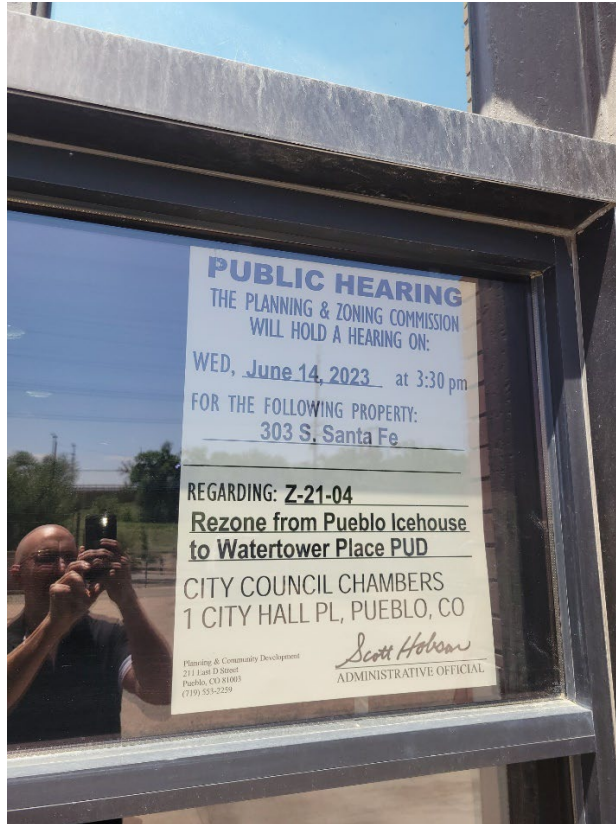
B. Zoning Map



C. Comprehensive Plan Map



D. Public Hearing Notice Poster



E. Site Photographs









F. 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 Map Amendment Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: Ryan McWilliams	
Company: 303 Industries LLC	
Address: 303 S Santa Fe Ave	Zip: 81003
Phone: (719) 337 5852	Email: ryan@i-engr.com
Applicant	
Name: Same	
Company:	
Address:	Zip:
Phone: ()	Email:
Person of Firm Representing Owner or Applicant	
Name: Same	
Company:	
Address:	Zip:
Phone: ()	Email:
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: 303 S Santa Fe Ave. Pueblo CO 81003 (address or general description)	
Legal Description: See Exhibit A Attached	
Subdivision: Pueblo Ice House	Acreage: 6.05
Existing Zone District: PUD	Proposed Zone District: PUD
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): Ammend existing PUD	

(Continue Next Page)

(Continued from previous page)

Statement of Facts:	
Justifying the zone change request. Be specific; use additional sheets if necessary.	
Amendment to the existing PUD will allow for development. Current PUD is poorly structured and prevents development of site.	
Description of area surrounding proposed development:	
Traditional R5, B4, and I3 zoning touch the property on all sides and hence, we will honor those uses to best promote the re-development arc of progress at WaterTower Place.	
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 development is anticipated to possibly include residential lofts in the future as well as currently providing space for prime commercial, industrial, retail, restaurant and business use to best promote the re-development arc of progress at WaterTower Place. Market factors are the primary drivers of the immediate and near term use of this property.	
☒ 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: immediate	
Estimated date for completion of project: 3-5yrs	
A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.	
Fully capable	
☒ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (if applicable)	
By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:	
1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections. 2. There are no known hazards or vicious animals present on the subject property. 3. All information contained in this application, is true and accurate to the best of my knowledge. 4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.	
Property Owner	
Print Name:	Ryan McWilliams
Signature:	 Date: 3-5-2021
Applicant, if different from Property Owner	
Print Name:	
Signature:	Date:

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

From: Guagliardo - CDOT, Teresa <teresa.guagliardo@state.co.us>
Sent: Friday, June 9, 2023 9:21 AM
To: Bart Mikitowicz <BMikitowicz@pueblo.us>
Cc: adam.lancaster <adam.lancaster@state.co.us>
Subject: [External] Z-21-04 303 S Santa Fe Avenue Watertower Place (Icehouse) | SH050C MP 0.66 RT

External email. Please use caution.

Good morning, Bart ~

Please accept this email as formal correspondence regarding the planning referral request for the above-mentioned project. CDOT has no comments regarding the zoning submittal. However, the development will require a CDOT access permit. At a minimum, CDOT requests to review the traffic and hydraulics information.

Please keep CDOT involved in all future submittals and as more information becomes available for this development.

Thank you,

Teresa Guagliardo
Access Management
Traffic and Safety



COLORADO
Department of Transportation

D 719.546.5440 | C 719.248.0318 | F 719.546.5414

5615 Wills Boulevard, Suite A
Pueblo CO 81008

teresa.guagliardo@state.co.us | cdot.gov | cotrip.org



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WATERTOWER PLACE

303 Industries, LLC

PROJECT NARRATIVE & DEVELOPMENT GUIDE

The PUD – Planned Unit Development Zoning Regulations for a Mixed-Use Commercial Development at 303 South Santa Fe Ave in the City of Pueblo, Colorado

Prepared by:

303 Industries, LLC
303 South Santa Fe Ave.
Pueblo Colorado 81003
(719) 337-5852

Contact:

Ryan McWilliams (719) 337-5852

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SECTION I PROJECT NARRATIVE

A. OWNERSHIP

303 INDUSTRIES, LLC
303 SOUTH SANTA FE AVE.
PUEBLO COLORADO 81003
(719) 337-5852

LEGAL DESCRIPTION:

PARCEL A AND PARCEL B, PUEBLO ICE HOUSE SUBDIVISION

Property Owner:

303 Industries LLC
303 S Santa Fe Ave
Pueblo CO. 81003

Applicant Authorization:

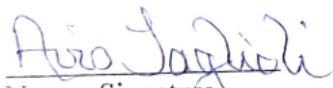
Ryan McWilliams – Managing Member
303 S Santa Fe Ave
Pueblo CO. 81003



State of Colorado, County of Pueblo.

The foregoing document was acknowledge before me this 4th day of March 2021 by Ryan McWilliams who personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.




Notary Signature

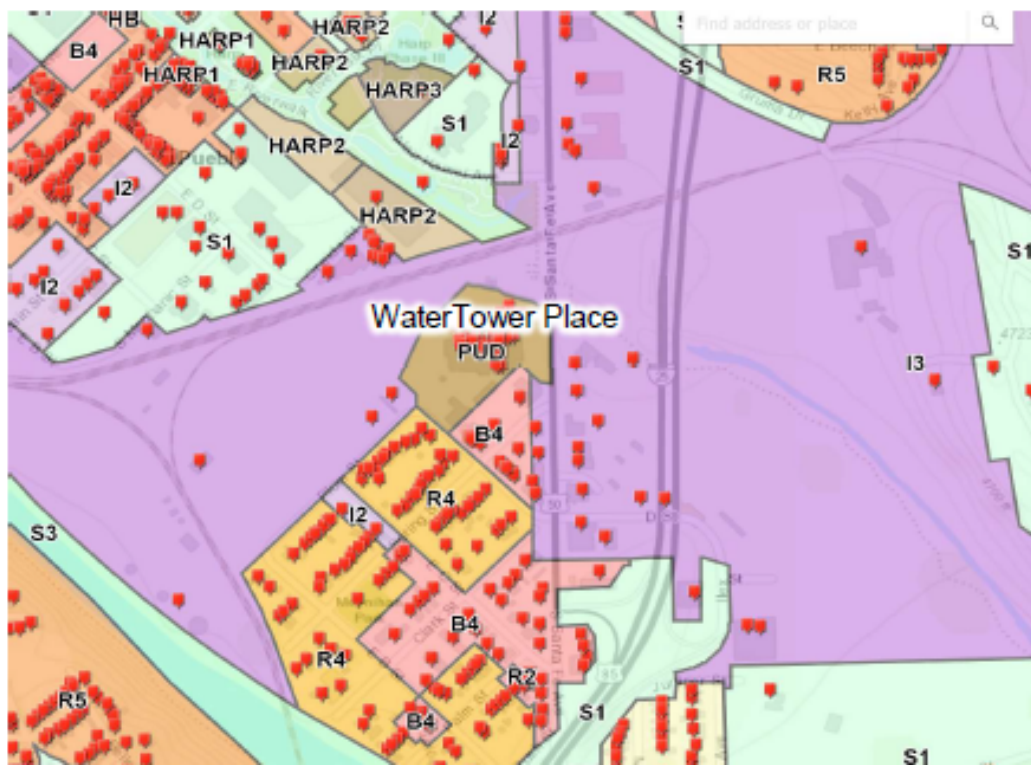
Notary Stamp

303 INDUSTRIES, LLC dba Watertower Place

PUD Land & Zoning Development

It is the intent of this PUD to promote excellence and innovation in urban planning and design. Signage, lighting, landscaping, architecture and building materials for the exterior of all structures and other features of the project will be designed and placed with the objective of achieving an integrated and controlled development consistent with the character of the community as well as the historic Grove neighborhood. Mixed use components of the site will contribute to the enhancement of community.

This development is anticipated to possibly include residential lofts in the future as well as currently providing space for prime commercial, industrial, retail, restaurant and business use. Traditional R5, B4, and I3 zoning touch the property on all sides and hence, we will honor those uses to best promote the re-development arc of progress at WaterTower Place. Market factors are the primary drivers of the immediate and near term use of this property.



Existing Area Zoning Reference

Since the site has significant utility capacity with an 8" and 4" water tap, oversized sewer, electric and telecom connections, WaterTower Place stands more than ready to accommodate industrial and commercial/business users which will be thoughtfully integrated and showcase the Pueblo history of skilled trades into this mixed use development at the fastest rate the market will allow. It is expected that each area of the site will be ever evolving and we will be thoughtfully flexible to ensure success.

GOALS AND OBJECTIVES

1. URBAN DEVELOPMENT PRINCIPLES OF WATERTOWER PLACE

This Planned Unit Development (PUD) supports a land use plan that maintains a strong and healthy urban core by providing design standards that are flexible and market-driven. Watertower Place provides opportunities to enhance social, environmental, and public facilities through a series of principles driven by neighborhood revitalization and preservation.

2. DESIGN CHARACTER AND ENVIRONMENTAL QUALITY PRINCIPLES OF WATERTOWER PLACE

The Watertower Place Plan addresses growth to enhance the natural and historic character of the site and the Grove neighborhood. As a historically significant site, the PUD Development Guide aims to enhance and preserve historic features and encourage development that adds to the aesthetic quality of the Grove neighborhood.

3. NEIGHBORHOOD PRINCIPLES OF WATERTOWER PLACE

The Watertower Place Plan promotes both historic and economic neighborhood revitalization and preservation. The existing character of the Grove neighborhood is a Developed Urban Area within the City of Pueblo. This PUD establishes a blueprint for a future character of mixed-use development (residential, office, industrial and commercial) as well as cultural and governmental facilities. The proposed redevelopment and uses will be supported by placemaking and reinvestment for restoration. Traditional R-5, B-4, and I-3 zoning touch the property on all sides and hence, we will honor those uses comprised of residential, business, and industrial operations at Watertower Place.

4. SUMMARY OF THE PUD SITE PLAN'S FACILITIES IMPACT

Watertower Place is an ambitious redevelopment of an otherwise blighted site. Key components include pedestrian and transit-oriented design with buildings oriented to the sidewalk and parking to the sides and rear of the site. A new entrance to the site will be established at D Street and Plum Street to ensure ease of access and safety for visitors. The defining site characteristics include:

- High-quality architectural design.
- Provisions of open space for public plazas or features.
- Industrial uses of the site will not impact the environment or public facilities any differently than typical industrial facilities in the surrounding areas.
- Effective transition between higher and lower density uses, and/or between non-residential and residential uses by utilizing existing infrastructure such as isolation walls or by the construction of such walls.

B. PLANNED UNIT DEVELOPMENT MIXED-USE LAND USE OR PLANNING DISTRICTS

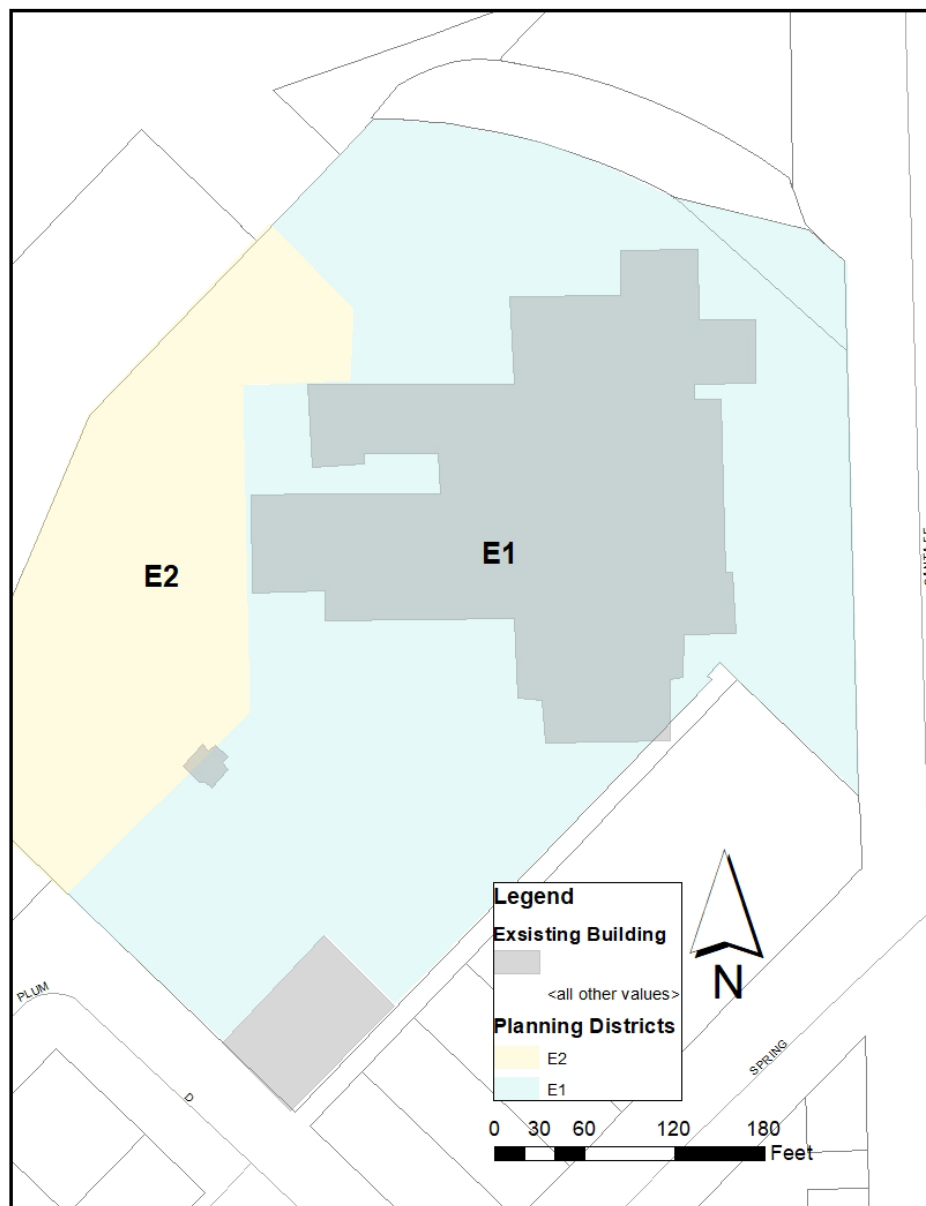
These definitions are provided for clarification of uses proposed by the Development Guidelines. Unless otherwise stated herein, all provisions of and definitions found in the Pueblo Development Codes shall apply.

1. E1- COMMERCIAL DISTRICT

E1 refers to the land use area that includes all areas of the site which are existing building

2. E2- LIGHT MANUFACTURING DISTRICT

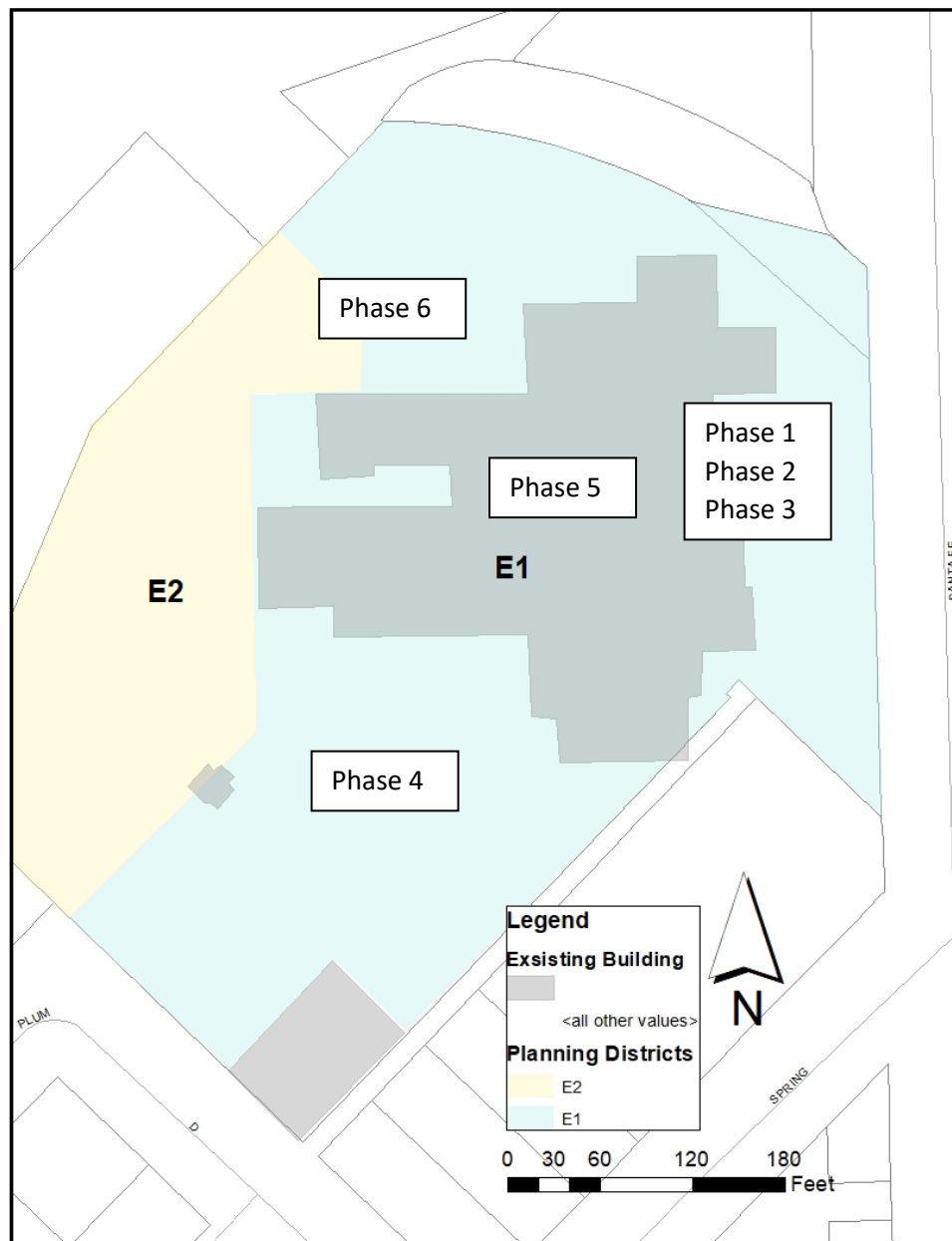
Refers to the land use area that includes all uses to be in the portions of existing buildings that are intended to be used specifically for manufacturing and industrial uses; meant to be buffered from less intensive commercial and residential uses of E1



SECTION II DEVELOPMENT GUIDE

A. SUGGESTED DEVELOPMENT SCHEDULE

PHASE	IMPROVEMENTS
Phase 1	Main Floor of Central Building and Envelope/Egress/Infrastructure Improvements
Phase 2	2 nd – 3 rd Floors of Central building and Exterior Yard/ Access Improvements
Phase 3	4 th floor and Exterior Building
Phase 4	Exterior Yard and Access Improvements
Phase 5	Basement and Rooftop Central Building Improvements
Phase 6	Residential Icehouse Building and Further Surrounding Property Expansion



Area	Land Sq. Footage	Acreage	Land Use General Description
Area E1	21,5186	4.94	Secondary Existing Structure, Auxiliary Existing Structure, and Site to be used as mixed use commercial while integrating typical Pueblo lifestyle and trade commerce. Primary Existing Structure to be used as mixed use commercial while integrating typical Pueblo lifestyle and trade commerce
Area E2	33,541	.77	Western Section of the Property to be Focused on Industrial and Manufacturing Uses

B. SIGNAGE

Sign Standards for the E1 and E2 areas

SIGN TYPE	MAXIMUM NUMBER	MAXIMUM AREA	MAXIMUM HEIGHT	ADDITIONAL REQUIREMENTS
Multitenant Freestanding sign for 2 or more businesses	1 shared sign per street frontage	150 sq ft per business or 900 Sq. ft. maximum total sign, whichever is smaller	30 Feet	No tenant shall claim over 200 sq. ft. of the sign space.
Instructional Sign	Unlimited	20 sqft each side of each sign	12 feet	
Building address sign plates	1 per building entrance	10 sqft		
Wall sign on building frontage	Unlimited	2 sqft per linear foot of Building frontage (per side)	Limited to height of wall	
Projecting signs	One per building facade	60 sq ft each side of each sign	Not less than 8' between the bottom of the sign and the grade not to extend above the roof line.	
Roof sign	Prohibited			
Off-premises advertising (not including informative	Prohibited			

messaging about Pueblo civic activities)				
Signs on existing water towers*	1 on each tower			
Projected Virtual Sign	One per building facade	1,600 sqft		

C. DEVELOPMENT STANDARDS

1. OUTDOOR AMENITY REQUIREMENTS

- Development and or redevelopment within the Watertower Place PUD is exempt from Pueblo Municipal Code, Section 17-4-7, Landscape Performance Standards.
- The institution of residential or lodging uses shall require on-site outdoor amenity improvements prior to the approval of a Certificate of Occupancy for the residential and or lodging units.
- Twenty percent of the gross floor area of the dwelling or lodging units shall be provided in the form of outdoor amenities such as patios, plazas, and/or landscaped mini-parks.
- Outdoor amenities shall be places that provide areas to gather, interact and recreate.
- Outdoor amenities shall be visible and easily accessible to residents and lodgers. All amenities shall be located no more than 50-feet from the entrance of the structure in which the residential or lodging uses are located. Rooftop amenities must be located on the same portion of the structure in which the residential or lodging uses are located.

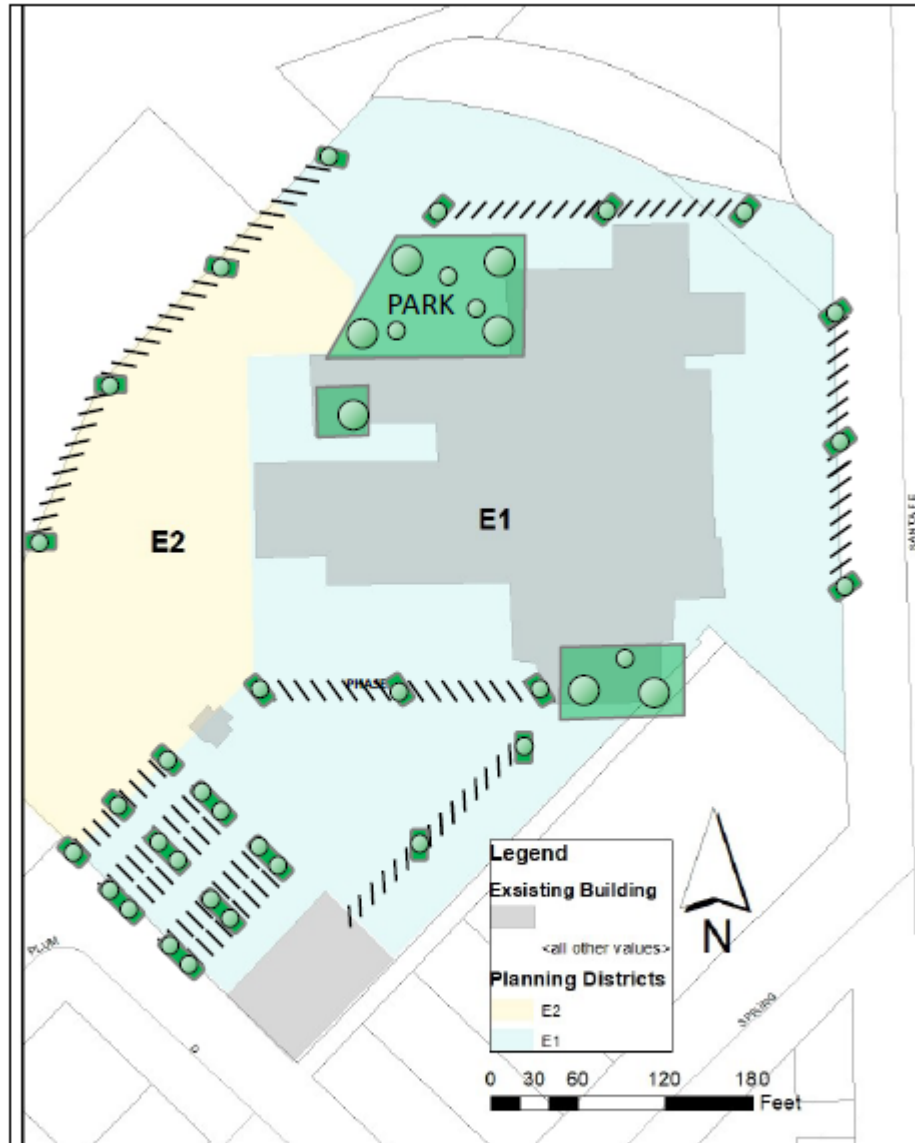
2. OUTDOOR AMENITY DEVELOPMENT STANDARDS

- The entire required outdoor amenity area shall be landscaped, with living ground cover, ornamental grasses, shrubs, and/or decorative pavers.
- A minimum of at least one shade tree for every 500 square feet of the required outdoor amenity area must be provided. Up to 25-percent of the number of trees required may be substituted for shrubs.
- Provide a minimum of 10 percent of the required outdoor amenity area in the form of turf-grass; xeric turf is preferred.
- Asphalt is prohibited as a paver; use of decorative pavers or textured colored concrete is required.
- Patios and plazas shall include amenities intended to support these spaces as gathering areas, which may include but not be limited to seating, tables, shade structures, and outdoor cooking facilities.

3. OFF-STREET PARKING REQUIREMENTS

- The property owner and lessees shall insure that all parking needs are met on site, within the Watertower Place PUD. Off-site parking, outside of the Watertower PUD, for general commerce, residential uses, lodging uses, or special events is prohibited.
- All residential and lodging uses shall provide one parking space per dwelling or lodging unit.
- All other uses are encouraged to provide a minimum of one parking space per 400 gross square feet of area utilized for permitted uses.

- d. Parking areas shall be developed according to the applicable standards in Section 17-4-44, *Off-street parking general requirements* and Section 14-4-45, *Parking dimension standards*, of the Pueblo Municipal Code.



DRAWING NUMBER	DEVELOPMENT PLAN WATERTOWER PLACE 303 INDUSTRIES, LLC PLANNED UNIT DEVELOPMENT		CONCEPTUAL LANDSCAPING & PARKING PLAN TO GUIDE IMPROVEMENTS
4/11/2022			

4. OUTDOOR LIGHTING

Lighting for the Watertower Place PDP shall comply with the "Outdoor lighting performance standards," Sec. 17-4-52, except as follows:

- a. Exterior Lighting shall compliment the architectural nature of the buildings.
 - i. Pole-mounted lighting shall be decorative in nature with decorative poles, bases, arms, and luminaires.
 - ii. Building-mounted lighting shall highlight building entrances, architectural features, and works of art and compliment the building architecture in style and color.
 - iii. Parking and Pedestrian area luminaires shall be cut off, preventing stray light off-property or glare onto neighboring properties.
- b. Pueblo Standard, "Outdoor lighting performance standards" Section 17-4-52(2)(c) shall be modified to read: "Meet the maintained horizontal illuminance recommendations set by the Illuminating Engineering Society of North America (IESNA) RP 2- 0 9-8 with a minimum horizontal illuminance of 0.2-foot candles."

5. HELIPAD USAGE STANDARDS

In addition to compliance with all relevant building and safety codes, a single helipad will be allowed as a use by right. To minimize noise disturbance for neighboring zones, helipad use shall be limited to:

- a. Personal, non-commercial use
- b. Use within the hours of 7:00 a.m. to 10:00 p.m. daily

D. LIST OF PERMITTED USES

USE	USE-BY-RIGHT	USE-BY-REVIEW
Accessory antenna	E1, E2	
Accessory commercial patio	E1, E2	
Accessory commissary	E1, E2	
Accessory community garden	E1, E2	
Accessory drive-thru	E1	E2
Accessory emergency generator	E1, E2	
Accessory heliport	E1	E2
Accessory solar array	E1, E2	
Adult day service center	E1	E2
Adult entertainment		E1, E2
Art gallery	E1, E2	
Artist studio	E1, E2	
Auction house	E2	
Auditorium	E1, E2	
Automobile dealership	E2	E1
Automobile rental	E2	E1
Automobile repair, lube shop	E2	E1
Automobile repair, paintless dent repair	E2	E1
Automobile repair, repair shop	E1, E2	

Bakery, retail	E1, E2	
Banquet hall	E1	E2
Bar, tavern	E1	E2
Batch plant		E2
Beauty salon or barbershop	E1	E2
Blood bank or donor station	E1	E2
Boarding-house		E1, E2
Body art studio	E1	E2
Bowling alley	E1	E2
Brewpub	E1	E2
Broadcasting studio	E1, E2	
Car wash	E1, E2	
Catering service	E1	E2
Charitable institution	E1	E2
Childcare center	E1	E2
Civic club	E1	E2
Commissary	E1, E2	
Community center	E1	E2
Community correctional facility or program		E1, E2
Community garden	E1, E2	
Contractor's shop	E1, E2	
Contractor's yard	E1, E2	
Crematory		E1, E2
Dog care facility	E2	E1
Equestrian event facilities		E1, E2
Exterminator		E1, E2
Farmers market	E1, E2	
Farming or ranching		E2
Financial drive-up facility	E1	E2
Financial institution	E1, E2	
Flea market	E2	E1
Food and drink processing facility, major		E1, E2
Food and drink processing facility, minor	E1, E2	
Food warehousing	E1, E2	
Funeral home	E2	E1
Gas station	E1, E2	
General service	E1, E2	
Health club	E1, E2	
Home based business	E1, E2	
Home, Children	E1, E2	
Home, Disabled	E1, E2	

Home, elderly	E1, E2	
Homeless shelter		E1, E2
Hospital		E1, E2
Hotel (Motel)		E1, E2
Instructional studio	E1	E2
Kennel (cattery)	E1	E2
Laboratory	E2	E1
Laundromat	E1, E2	
Laundry service	E1, E2	
Library	E1, E2	
Manufacturing and production	E1, E2	
Massage establishment	E1, E2	
Medical marijuana center (dispensary) (Limited use permit) *		E1, E2
Medical marijuana cultivation facility*		E2, E1
Medical marijuana infused product manufacturing facility*		E2, E1
Medical marijuana testing facility*		E1, E2
Microbrewery	E1, E2	
Mixed Use	E1, E2	
Mobile food vendor	E1, E2	
Mobile home sales	E1	E2
Mortuary	E1, E2	
Museum	E1, E2	
Natural deposits, extraction		E1, E2
Natural deposits, processing	E2	E1
Nursery	E1	E2
Office, general	E1, E2	
Office, medical	E1, E2	
Office, professional	E1, E2	
Parking lot	E1, E2	
Parking structure	E1, E2	
Parks, trails and open space	E1, E2	
Pawnshop	E1	E2
Pawnshop, automobile	E1	E2
Payday loan agency		E1, E2
Pet shop	E1	E2
Pharmacy	E1	E2
Photography studio	E1	E2
Precious metal purchaser	E1	E2
Print shop	E1, E2	
Public utilities	E1, E2	
Racetrack		E2

Recreation facilities, general	E1	E2
Recreation facilities, indoor	E1	E2
Recreational vehicle, sales and service	E1	E2
Recycling center	E2	E1
Recycling collection center	E2	E1
Refuse collection company		E1, E2
Religious institution	E1, E2	
Rental shop, equipment	E1, E2	
Rental shop, general	E1, E2	
Repair shop, consumer items	E1, E2	
Repair shop, durable goods	E1, E2	
Residence, condominium		E1, E2
Residence, multi-family		E1, E2
Residence, three and four family		E1, E2
Residence, two-family (duplex)		E1, E2
Residence, watchman or caretaker	E1, E2	
Restaurant	E1	E2
Restaurant, carry-out	E1	E2
Retail marijuana cultivation facility*		E1, E2
Retail marijuana product manufacturing facility*		E1, E2
Retail marijuana testing facility*		E1, E2
Retail sales, auto parts	E1, E2	
Retail sales, big box	E1, E2	
Retail sales, building materials	E1, E2	
Retail sales, garden center	E1	E2
Retail sales, general	E1, E2	
Retail sales, liquor store	E1, E2	
Retail sales, retail marijuana*		E1, E2
Retail sales, tires	E1, E2	
School, college or university	E1, E2	
School, general	E1, E2	
School, preschool	E1	E2
School, trade	E1, E2	
Shooting range	E1, E2	
Smoking lounge		E1, E2
Storage facility, outdoor	E2	E1
Storage facility, self-storage	E1, E2	
Student Housing	E1, E2	
Transit station	E1, E2	
Taxidermist	E2	E1
Temporary construction yard	E1, E2	

Temporary farmers market	E1, E2	
Temporary mobile auto repair	E1, E2	
Temporary model home (sales office)	E1, E2	
Temporary outdoor sales, seasonal	E1, E2	
Theater, drive-in	E2	E1
Theater, general	E1, E2	
Theater, multiplex	E1, E2	
Tow service	E2	E1
Tow yard	E2	E1
Tower (Antenna)		E1, E2
Tree service	E1	E2
Truck parking	E2	E1
Truck sales and service	E2	E1
Truck stop	E1, E2	
Trucking terminal	E1, E2	
Urgent care facility	E1, E2	
Veterinary clinic	E1, E2	
Warehousing uses	E1, E2	
Wedding facility	E1	E2
Wholesaling uses	E1, E2	
Wind Turbine		E1, E2
Woodworking	E1, E2	

*Indicates that additional approvals would be needed for use.

E. STANDARDS, VARIATIONS AND DIMENSIONAL REQUIREMENTS

LAND USE	ACREAGE	MIN. # LOTS	MAX # LOTS	MAX BUILDING HEIGHT	MAX BUILDING FOOTPRINT	LOT COVERAGE	PUBLIC RIGHT-OF-WAY SETBACK	PROPERTY LINE SETBACK	MAX # NON-RES. UNITS	MAX # RES. UNITS
E1	4.94	1	2	150'	85% OF LOT	95% OF LOT	15' FROM ROW	15' FROM ADJACENT PROPERTIES	150	150
E2	0.77	1	2	150'	85% OF LOT	95% OF LOT	15' FROM ROW	15' FROM ADJACENT PROPERTIES	150	0

SECTION III DEVELOPMENT PLAN

WATERTOWER PLACE

303 SOUTH SANTA FE AVE.
PUEBLO COLORADO 81003

LEGAL DESCRIPTION:
PAR A PUEBLO ICEHOUSE SUBDIVISION FORMERLY #05-364-00-016

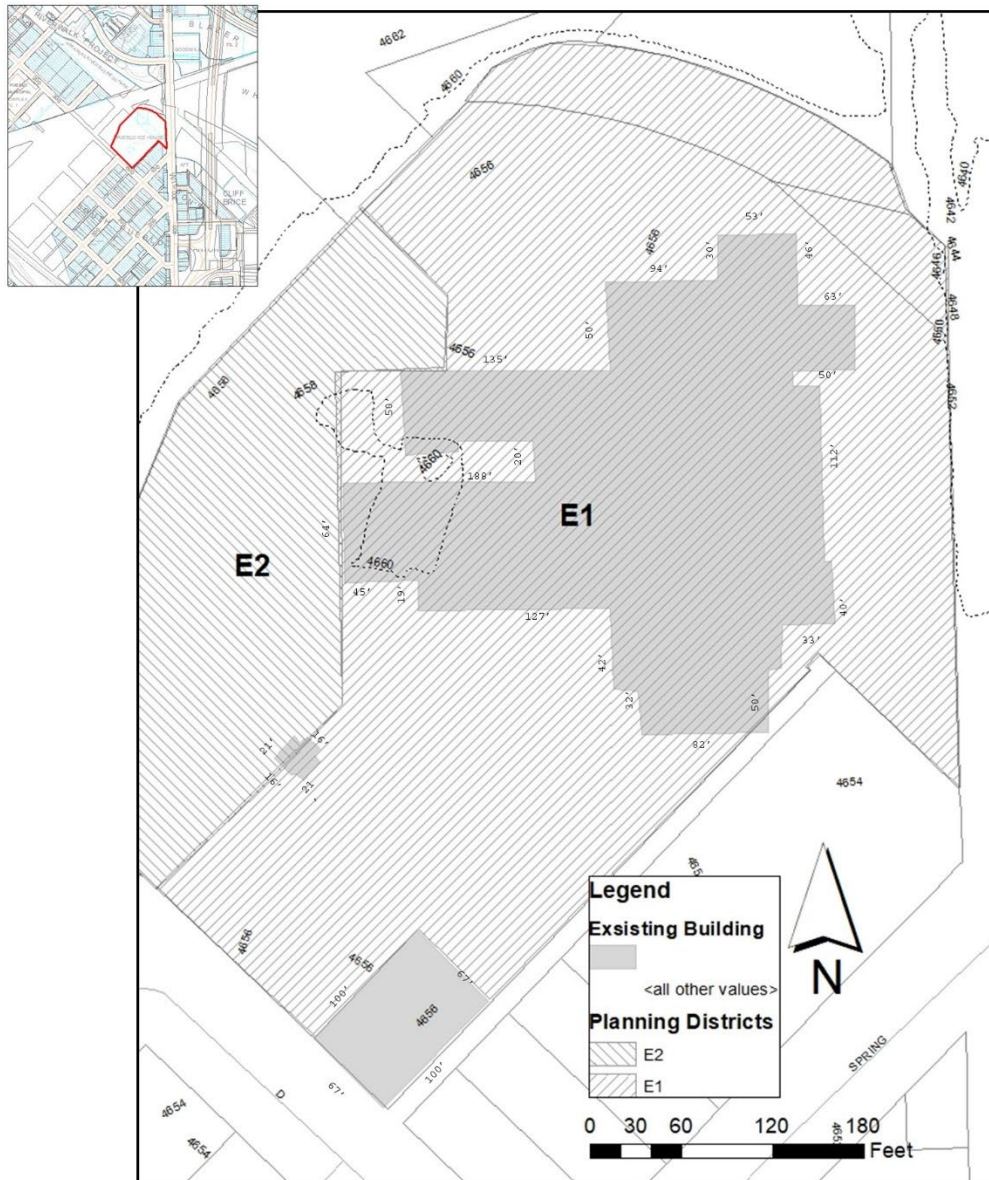


Figure 1 - Development Plan

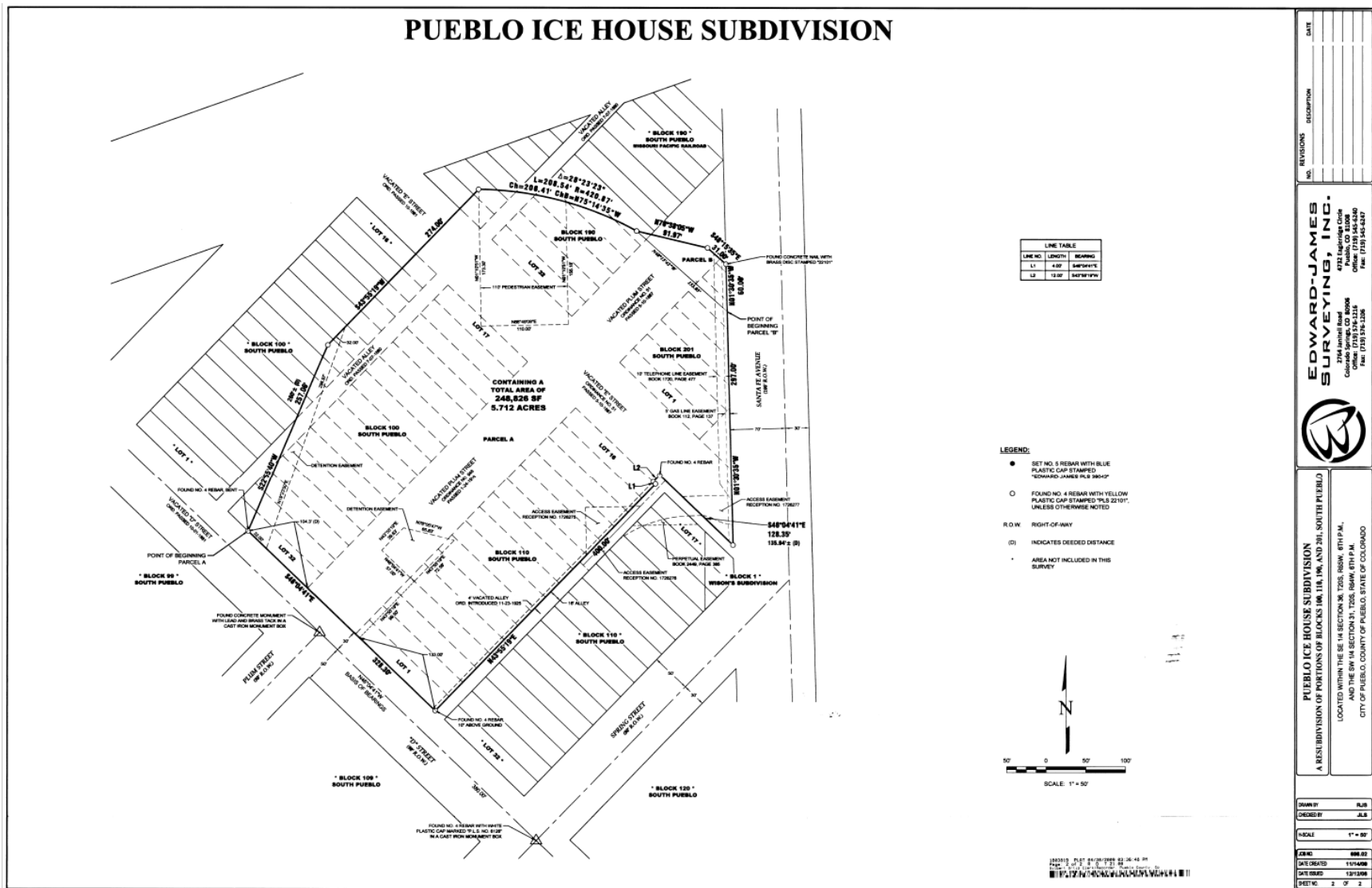


Figure 2 - Site Survey

May 23, 2023

The City Planning and Zoning Commission will hold a public hearing on requests from **Ryan McWilliams** for the approval of the following application(s) generally located West of Santa Fe Ave and South of Alan Hammel Blvd.

Z-21-04 Rezoning: 303 S. Santa Fe Ave Icehouse PUD to Watertower Place PUD: Parcels A and B, Pueblo Icehouse Subdivision, 6.05 acres.

The Planning and Zoning Commission meeting will be held on June 14, 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=WUdnaHVGBnlCdHRrUHNEZnpPWG1Ydz09>, 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: Z-21-04

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 303 S. Santa Fe Ave to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

May 23, 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 303 S. Santa Fe Ave, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

May 23, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Ownr	OwnerZip
TUCCI PAULA	1206 34TH LN	PUEBLO	CO	81006-9405
CURRENT RESIDENT	1210 21ST LN	PUEBLO	CO	81006-1808
SILERIO LETICIA + ANTONIO	1260 20TH LN	PUEBLO	CO	81006-1600
PERRY CYNTHIA D + C/O MARY A RAM	1509 ALEXANDER CIR	PUEBLO	CO	81001-2024
MISSOURI PACIFIC RR CO/ D +RGW	1700 FARNAM ST FL S	OMAHA	NE	68102-2022
SMITH MATTHEW LUKE	184 E SADDLEWOOD [	PUEBLO WEST	CO	81007-5035
GOMEZ PHILLIP E	208 PLUM ST	PUEBLO	CO	81003-3534
RAMIREZ JOSEPH JUDE + RAMIREZ M	210 PLUM ST	PUEBLO	CO	81003-3534
SILVA ROBERTA E	210 SPRING ST	PUEBLO	CO	81003-3545
SANTISTEVAN ALBERT E + SALAZAR A	212 SPRING ST	PUEBLO	CO	81003-3545
FLORES JOHN PETE + MARTA L	214 PLUM ST	PUEBLO	CO	81003-3534
ASKEW TODD RAY	219 SPRING ST	PUEBLO	CO	81003-3544
FLORES MARTA LAURA	220 PLUM ST	PUEBLO	CO	81003-3534
WALDENMEYER SUE L	221 SPRING ST	PUEBLO	CO	81003-3544
BENITEZ ROSE K + GUERRERO J ENCA	222 PLUM ST	PUEBLO	CO	81003-3534
PRUTCH CARL	301 S SANTA FE AVE	PUEBLO	CO	81003-3536
303 INDUSTRIES LLC + SIGNATURE INC	314 W PITKIN AVE	PUEBLO	CO	81004-1842
AFT ENTERPRISES	320 S SANTA FE AVE	PUEBLO	CO	81003-3537
WAYE GARY A + LILLIAN R	329 S SANTA FE AVE	PUEBLO	CO	81003-3536
TAFOYA RUDY + GEORGIA	36743 E US HWY 50	PUEBLO	CO	81006-2706
DEPARTMENT OF TRANSPORTATIAON	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
LUCKY 4 LLC	503 N MAIN ST STE 72	PUEBLO	CO	81003-3143
GOMEZ EDWARD B + GOMEZ MAUR	611 E D ST	PUEBLO	CO	81003-3520
MADEEN JEFFREY + SOFIA	618 E D ST	PUEBLO	CO	81003
AGUIRRE SOTERO JR II + BEACHAM C	7904 CHERRY RIVER D	LAS VEGAS	NV	89145-4981
SOTOODEH AREZOO	943 E CIMMARON ST	COLORADO SPR	CO	80903-4532
WAYE GARY A + LILLIAN R	980 29 1/2 LN	PUEBLO	CO	81006-9600
BURWELL MICHAEL	985 ROBINHOOD PL	SAINT PAUL	MN	55126-5932
PUEBLO 1031 DST + A DELAWARE ST	A ONE ATT WAY ROOM	BEDMINSTER	NJ	07921-2693
CITY OF PUEBLO A MUNICIPAL CORP	PC PO BOX 1427	PUEBLO	CO	81002-1427



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT FUNDING AGREEMENT AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY ("CATPA") RELATING TO THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT ("BATTLE") TEAM, ESTABLISHING PROJECT NO. PS2307, BUDGETING AND APPROPRIATING FUNDS TO PROJECT NO. PS2307, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

City Council approved a 3-year MOU with the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) on June 28, 2021. The term on that agreement expires on June 30, 2024. Effective July 1, 2023, the Pueblo Police Department is awarded \$170,461.00 in funds for supplies and operating expenses as well as overtime costs associated with Auto Theft investigation and enforcement. Attached is a Grant funding agreement and award letter. This Ordinance establishes Project No. PS2307 and budgets and appropriates necessary funds to project number PS2307.

PREVIOUS COUNCIL ACTION:

City Council has approved ordinances accepting Auto Theft Prevention Grants each year beginning in July 2009. On July 1, 2022 the Pueblo Police Department was awarded \$76,271.00 in funds for overtime costs associated with Auto Theft investigation and enforcement. Acceptance of those funds was approved by Ordinance No. 10227.

BACKGROUND:

Each year since July 2009, the City of Pueblo and Pueblo Police Department have accepted Colorado auto theft grant funds. The total funds are disbursed by CATPA and are shared among several different law enforcement agencies in Colorado. A Memorandum of Understanding formalizes the relationship between the various

participating agencies.

The BATTLE multi-jurisdictional task force focuses on the prevention and reduction of motor vehicle thefts as well as the identification, investigation, location of stolen motor vehicles, and apprehension of suspects. The task force works to increase the number of stolen vehicles recovered, offenders arrested, and decrease vehicle thefts. The agencies accomplish this through educational and intelligence-led enforcement efforts throughout participating jurisdictions with task force members sharing information amongst each other and any other requesting agency.

The task force utilizes grant funds provided by the Colorado Auto Theft Prevention Authority (CATPA) to help complete its mission. Funds shall be used only in accordance with the provisions of CATPA's FY24 grant award, pursuant to the project number FY24PPD, to the Colorado State Patrol (BATTLE) Team.

FINANCIAL IMPLICATIONS:

The Pueblo Police Department shall receive \$170,461.00 as allocated by the grant award. No match is required by the City of Pueblo. Project No. PS2307 shall be created and funds in the amount of \$170,461.00 shall be budgeted and appropriated therefor.

Personnel Services-Overtime:	\$168,811.00
Supplies & operating:	\$1,650.00
TOTAL:	\$170,461.00

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council may decline the grant funds. If that occurs, the Police Department cannot be reimbursed from CATPA funds for overtime or equipment costs incurred for this program.

RECOMMENDATION:

The Police Department recommends approval of the Ordinance.

ATTACHMENTS:

1. Pueblo PD CATPA Award Letter 07012023

ORDINANCE NO. 10516

AN ORDINANCE APPROVING AND ACCEPTING A GRANT FUNDING AGREEMENT AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY ("CATPA") RELATING TO THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT ("BATTLE") TEAM, ESTABLISHING PROJECT NO. PS2307, BUDGETING AND APPROPRIATING FUNDS TO PROJECT NO. PS2307, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept grants from the state government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, City Council approved a MOU with the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) on December 28, 2019, which awarded an initial award of \$47,392.00 in grant funds from the Colorado Auto Theft Prevention Authority (CATPA) for the 2019 grant year upon conditions recited therein or incorporated therein by reference;

WHEREAS, the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) was awarded \$76,271.00 in grant funds from the Colorado Auto Theft Prevention Authority (CATPA) for the 2022-2023 grant year upon conditions recited therein or incorporated therein by reference;

WHEREAS, an award of grant funds has been made for the 2023-2024 grant year in the amount of \$170,461.00 to assist the police department with paying equipment and overtime costs incurred in its efforts to reduce auto theft;

WHEREAS, the State has made additional awards of funds in the past under previous grant agreements and the Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

WHEREAS, acceptance of the funds offered pursuant to the Grant for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The Award of the 2023-2024 BATTLE Overtime Allocation Grant is hereby accepted and approved in the amount of \$170,461.00 in accordance with the Grant's terms and conditions.

SECTION 2.

The Grant Funding Agreement, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted. The Mayor is authorized to execute the Grant Agreement in the name of and on behalf of the City, and the

Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

Project No. PS2307 is hereby established in the Public Safety Grants Fund.

SECTION 4.

The Police Department is empowered to apply for and accept additional grant awards pursuant to the Grant as those funds are made available by the State.

SECTION 5.

All current and future funds accepted under this ordinance shall be budgeted and appropriated into Project Number PS2307 by the Finance Department.

SECTION 6.

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 policies and procedures described herein.

SECTION 7.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 10, 2023.

Final adoption of Ordinance by City Council on July 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 26, 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



Date May 27, 2023

Pueblo Police Department
Project Director Sgt. Eric Gonzales
Transmitted by Electronic Mail

RE: Funding Award Letter for State Fiscal Year (SFY) 2024

Dear Police Deputy Chief Joe Garcia and Sgt. Eric Gonzales,

On behalf of the Colorado State Patrol (CSP), it is my pleasure to congratulate you on receiving a funding award as a partner agency of the Beat Auto Theft Through Law Enforcement (BATTLE) Task Force.

The Pueblo Police Department has been awarded **\$170,461.00** for the SFY24 grant cycle as a partner agency. The grant period is **July 1, 2023, through June 30, 2024**. This award is subject to all financial and administrative requirements of the Colorado Auto Theft Prevention Authority (CATPA), including requirements outlined in the Office of Justice Programs Financial Guide, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, and the timely submission of all financial reports.

Enclosed in this packet is the Award Funding agreement, the grant budget, and a checklist for BATTLE payment submissions. To officially accept the award, we **request that your authorized official initial each page and sign the Award Funding agreement and return to CSP via the following email: battlepayments@state.co.us.**

Please return your signed Funding Award agreement no later than June 30, 2023. Failure to sign your award may result in delayed reimbursements.

Please contact Captain Michael Ryan at michael.ryan@state.co.us or 303-273-1773 or Barbara J. Davis at barbara.davis@state.co.us or 303-919-1079 if you have any questions. We look forward to working with you in the fight against auto theft!

Best Regards,

Michael Ryan
Captain, Colorado State Patrol
BATTLE Project Director
Barbara J. Davis, Financial Officer
Charla Phagan, Financial Officer

INITIALS: _____

1



COLORADO

State Patrol

Department of Public Safety

Colorado State Patrol Statement of Funding Award

Partner Agency Name: Pueblo Police Department

Project Director: Sgt. Eric Gonzales

Financial Officer: Kayleigh Mckenzie

Project Director Address: 200 S Main St, Pueblo, CO 81003

Grant Number: FY24PPD

Date of Issue: July 1, 2023

Total Approved Budget: \$170,461.00

Grant Period: July 1, 2023 through June 30, 2024

BATTLE Region: SOUTH

Partner Agency Approved Budget

Pueblo PD - SFY24 BATTLE 07.01.2023			
BUDGET CATEGORY	ORIGINAL/CURRENT ALLOCATION	REVISION	CURRENT ALLOCATION
Overtime	168,811.00		168,811.00
Supplies & Operating	1,650.00	-	1,650.00
Travel	-	-	-
Equipment	-	-	-
TOTAL	170,461.00	-	170,461.00

Line Item Qualifying Expenses

- **Overtime – Overtime hours and rate only.** The following will not be reimbursed: Straight time, vacation/annual leave, sick leave, holiday, compensatory.
- **Supplies & Operating/Telecommunication**
 - Cell Service **current** TG800 trackers 3 units x \$550/year/unit = \$1650

INITIALS: _____

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Note:

- A CDPS Purchase Order authorizing CSP to reimburse the Partner Agency for expenditures in support of the BATTLE mission will be issued as soon as possible on or after July 1, 2023. Any expenditures prior to issuance of the Purchase Order will not be reimbursed.
 - Overtime for BATTLE Operations may not commence prior to the Partner Agency receipt of their SFY24 Purchase Order or has been notified in writing by their Regional Director that the Purchase Order is in effect.
 - Expenditures in any other approved budget categories may not be incurred prior to the Partner Agency receipt of their SFY24 Purchase Order or has been notified in writing by their Regional Director that the Purchase Order is in effect.
- Personnel Expense-OT backup documentation includes proof of payment (paystub or payroll report), timesheets signed by employee and supervisor.
- Supplies & Operating Expense backup documentation includes an invoice with authorization for payment and a receipt or other form of proof of payment.
- Equipment Expense backup documentation must include a current quote AND an invoice as well as proof of payment.

See Check List for BATTLE Payment Submissions for greater detail on documentation requirements (Exhibit A).

Special Conditions and Requirements

Multipart document and Additional Requirements

1. The Partner Agency affirms that the agreement consists of a multipart document: the award letter, Funding Award and associated special conditions, required performance metrics, and signatures of persons authorized to sign on behalf of the partner agency.
2. The Partner Agency agrees to comply with **all** requirements, conditions, and regulations as detailed in the enclosed Funding Award document. The authorized official must initial at the bottom of each page of the enclosed Funding Award document where indicated.
3. The Partner Agency affirms that their financial system of record and associated technology is fully adequate to support and document the separate tracking and allocation of all BATTLE grant expenditures and revenues, especially, but not limited to, defining overtime hours worked and overtime rate paid in relation to straight time hours worked and rate paid.



Financial Reporting Requirements

1. **Budget Modification Request** - Grant activities must match the approved budget included with this document. The partner agency must secure prior written approval from CSP if there is a requested change in any budget category. Failure to seek prior consent may result in the denial of reimbursement.

The Partner Agency shall submit a Budget Modification form to the BATTLE Regional Coordinator requesting a revision in the Funding Award budget. The Partner Agency shall not make any changes in the budget line items or purchase equipment or other supplies until they have received authorization from the BATTLE Regional Coordinator. Reimbursement of any expenditures made by the Partner Agency without prior written authorization shall not be reimbursed through BATTLE funds and the Partner Agency shall absorb that cost.

2. **Invoicing** - The Partner Agency agrees to submit **monthly reimbursement** requests on the Excel invoice workbook with backup documentation for reimbursement. The Partner Agency must submit the invoice workbook even if it is a zero-dollar claim no later than fifteen (15) days following the end of a calendar month. Appropriate documentation for all expenditures must accompany reimbursement requests. GMO will only approve reimbursement of actual, supported, and allowable expenses. Only financial-related documents are emailed to the BATTLE address. Any operational reports or other related working information are sent to BATTLE Regional Coordinator and not through the BATTLE email address.

All invoices and overtime payroll must be paid by SFY June 30, 2024. Final reimbursement requests must be completed and submitted to CSP GMO within ten (10) days after June 30, 2024. Reimbursement requests received beyond this time will be subject to denial.

3. **Monitoring** - The CSP will monitor the Partner Agency's performance obligations under this Award Letter using procedures determined by the State of Colorado policies and procedures. In its sole discretion, CSP shall have the right to change monitoring procedures and requirements at any time during the term of this SFY24 grant period. The CSP shall monitor the Partner Agency's performance in a manner that does not unduly interfere with the Partner Agency's performance of grant work.

As the grant's fiscal agent, CSP shall monitor Partner Agency, including desk reviews, agency visits, and phone interviews. The Partner Agency shall be notified at least thirty (30) days in advance of any scheduled monitoring visits. As a recipient of these funds,



the Partner Agency agrees to cooperate with and respond to any requests for information about your award within fifteen (15) days of audit notification.

If the CSP identifies any audit finding(s), the Partner Agency will have the opportunity to make provisions to correct the finding(s). Any false statements or claims with the awarded funds may result in fines, imprisonment, or any other remedy available by law.

The Partner Agency has the right to protest any audit findings. All protests must be in writing and sent to the BATTLE Project Director and the Financial officer.

4. **Funding from Multiple Sources** - The recipient understands and agrees to notify CSP if it receives, from any other sources, funding for the same items or services also funded under this award. The Partner Agency shall not supplant awarded funds with city and county funds already budgeted for the same purpose. If CSP determines there is supplanting of funds, award funds will be revoked and all expended funds shall be returned to CSP within thirty (30) days.
5. **Capital Equipment** – Capital equipment is any item purchased at **\$5,000 per unit or more** using funds under a CATPA grant. The retention period ends when the value of the equipment has depreciated to **less than \$5,000 per unit** or the equipment is older than five (5) years, whichever comes first.
 - A. *Capital Equipment Ownership.* Capital equipment becomes the property of the recipient agency approved in the Funding Award and remains in possession of the original agency so long as it continues to be used for auto theft prevention activities as approved by the CATPA Office. If the equipment retention period has not expired and the equipment is no longer needed or used for auto theft prevention activities, BATTLE retains the right to reallocate the equipment for auto theft prevention.
 - B. *Inventory of Capital Equipment.* Under this agreement, the Partner Agency's inventory of capital equipment shall occur during the retention period by the BATTLE Project Director. A complete equipment inventory list is maintained by the BATTLE Project Director. The Partner Agency shall submit its inventory list to the BATTLE Regional Coordinator upon request of the BATTLE Project Director.
 - C. *Purchase of New Capital Equipment.* Stickers indicating the purchased equipment is through grant funding will then be supplied by GMO. The stickers must be attached to the equipment (near the serial number) and remain so until disposition of the Capital Equipment



- D. Inventory Removal of Capital Equipment.* The Partner Agency shall make a written request for removal of capital equipment, along with a completed CATPA Grant Equipment Inventory Removal Certification Form and send it to the BATTLE Regional Coordinator. Request to remove capital equipment from the CATPA inventory is approved on any of the following conditions:
- i. Equipment Lapses Retention Period. Equipment may be removed when the purchase date is five (5) or more years past, regardless of the equipment's actual purchase price or depreciated value.
 - ii. Equipment Value is **Less than \$5,000 per unit**. Equipment may be removed from inventory when it has depreciated to a value **less than \$5,000**. In such cases, the Partner Agency shall provide documentation on the justification for the depreciation and send it to the BATTLE Regional Coordinator. CSP and CATPA recognize generally accepted accounting principles and encourage the Partner Agency to use the straight-line depreciation method. Guidance on the straight-line depreciation method is in the FY24 CATPA Grant Manager's Guidance Manual.
 - iii. Equipment Loss, Theft, or Damage. Equipment reported as lost, stolen, or otherwise damaged beyond its serviceable use, may be removed from inventory. In such cases, the Partner Agency must submit a written report narrating the equipment loss, theft, or damage circumstances.
 - iv. Equipment Trade or Sale. Equipment may be removed from the inventory list when it is determined that the trade or sale of the equipment is beneficial for the Partner Agency. Any funds acquired during an approved sale of equipment shall be returned to CSP and reflected on the Financial Payment Reimbursement Request Form.
 - iv. Equipment Transfer. The transference of equipment may occur if the Partner Agency no longer needs or uses it. The CATPA Board will have final authority in approving requests for equipment transfers and reflected on the Partner Agency's inventory.



Other Terms and Conditions

1. **Change of Personnel** - The partner agency agrees to promptly give written notification to CSP of any changes in the authorized official, project director, financial officer, or grant-funded personnel.
2. **Partner Agency Records and Retention**
 - A. *Record Retention* – The funds received in this Funding Award are for one year (the Grant Period). The Partner Agency shall maintain all funding related records for a period of **five (5)** years following the last day of the grant period. If there is any litigation, claim, or audit related to this Funding Award then retention starts before the expiration of the Record Retention requirement, this period shall extend until resolution of litigations, claims, or audit findings and final action taken by the CSP. For equipment records, the Record Retention Period shall be **five (5)** years following the purchase of such property.
 - B. *Records Inspection and Maintenance* – The Partner Agency must make, keep, maintain a complete file of all records, documents, communications, notes, and other materials which can be written or electronic. The record should include files and communications about the Funding Award work or the delivery of services and goods hereunder. The records shall be available for inspection and monitoring by CSP.

The Partner Agency shall permit CSP to audit, inspect, examine, copy and transcribe Partner Agency records during the Record Retention period. Partner Agency shall make its records available during regular business hours at Partner Agency's office or place of business or at other mutually agreed upon times or locations. The Partner Agency will receive no fewer than two (2) Business Days' notice from the CSP unless CSP determines that a shorter period of notification, or no warning, is necessary to protect the interests of the CSP.
3. **Discrimination** - As a condition of receipt of state funds, you acknowledge and agree that you will not, on the grounds of race, color, religion, national origin, sex, or disability, unlawfully exclude any person from participation in, deny the benefits of, or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with state funds. You will also not discriminate in the delivery of benefits or services based on age. These civil rights requirements are found in the non-discrimination provisions of Title VI of Civil Rights Act of 1964, as amended (42 U.S.C. §2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. §3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); and the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101).



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4. **Equal Employment Opportunity** - The Partner Agency must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).
5. **Sub-awarding Partner Agency Funds** - The Partner Agency shall not subaward or pass through to another entity these funds such as, but not limited to, public and private agencies, nor to any persons.
6. **Criminal Law Violations** - Subrecipients must timely disclose in writing to the BATTLE Project Director all state and federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded state funding. Failure to make required disclosures can result in any remedies, including suspension or revoking awarded funds.

7. **CONFIDENTIAL INFORMATION-STATE RECORDS**

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJ, and

(iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

C. Other Entity Access and Nondisclosure Agreements

INITIALS: _____

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Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

D. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

E. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

F. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal



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immigration enforcement. If Contractor is given direct access to any State databases containing PII, an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

8. CONFLICTS OF INTEREST

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

9. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, et seq.,

C. R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

10. REMEDIES

In addition to any remedies available under any exhibit to this Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

11. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as disputes concerning the performance of this Grant that cannot be resolved by the designated Party



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representatives shall be referred in writing to the CATPA Board or an official designated by the Department of Public Safety by Grantee for resolution.

12. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

13. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.



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Department of Public Safety

Return:

The Partner Agency will sign a copy of the Funding Award and return the agreement to the CSP BATTLE email. Once CSP obtains all signatures, the Partner Agency will receive a copy of this agreement.

The parties hereto have executed this binding Funding Award.

Persons signing for Partner Agency hereby swear and affirm that they are authorized to act on Partner Agency's behalf and acknowledge that the Colorado State Patrol relies on their representations to that effect. The Funding Award may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery as a scanned ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

SIGNATURES

PARTNER AGENCY

COLORADO STATE PATROL

Legal Name of Partner Agency

Name of Official, Title

Michael Ryan, Captain
BATTLE Project Director

06/21/2023

Date Signed

Date signed

INITIALS: _____

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Joe Garcia, Deputy Chief of PD

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2306, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND RATIFYING HIS PRIOR SIGNATURE THERETO

SUMMARY:

This ordinance approves a grant agreement with the State of Colorado Department of Law Peace Officer Standards and Training (POST) beginning July 1, 2023, and ending June 30, 2024, and approves and accepts an initial grant award of \$174,166.00 into Project PS2306.

PREVIOUS COUNCIL ACTION:

City Council has approved ordinances accepting CMTR funds each year beginning in July 2017.

BACKGROUND:

The State of Colorado Department of Law POST Grant Agreement provides funds to the forty (40) law enforcement agencies of the Central Mountain Training Region ("CMTR") for the purpose of improving law enforcement technology and training and upgrading necessary equipment. The Pueblo Police Department will act as the fiscal agent for this grant. Decisions related to training, equipment, and technology will be made with the assistance of an advisory board.

FINANCIAL IMPLICATIONS:

This grant will require monitoring, auditing, and submission of financial documents which will impact the City with staffing costs. The grant does provide monies to offset

those expenditures. The Police Department will realize infrastructure benefits as well. Improvements to the Department's shooting range facility and classroom spaces are allowable under this grant. One (1) sworn full-time Police Department employee has been selected to administer this program along with employees from the Finance Department. The City of Pueblo is responsible for administering the drawdown of the grant. The City will submit quarterly reports to Colorado POST documenting expenditures. When excess funds are available to the State, the Colorado Department of Law will award additional funds to CMTR before the end the fiscal year to purchase additional equipment or sponsor additional events. This ordinance allows for the receipt of additional funds in the future to Project PS2306.

Matching funds from the City are not required for this grant.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Central Mountain Training Region law enforcement leaders have met and support the Pueblo Police Department becoming the fiscal agent for this grant. The Police Department, acting as fiscal agent, will work with the CMTR advisory board to make decisions related to training, equipment, and infrastructure.

ALTERNATIVES:

Decline this grant offer from Colorado POST.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. CMTR.FY24.REVISED
2. FY24 CMTR Grant Agreement_Signed

ORDINANCE NO. 10517

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2306, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND RATIFYING HIS PRIOR SIGNATURE THERETO

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept grants from the state government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the State of Colorado Department of Law Peace Officer Standards and Training (POST) has tendered a Grant Agreement and award (the "Agreement") in the amount of \$174,166.00 for law enforcement training purposes for the Central Mountain Training Region upon conditions recited therein or incorporated therein by reference; and

WHEREAS, the State has made additional awards of funds in the past under previous grant agreements and the Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

WHEREAS, acceptance of the Agreement for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The Grant Agreement between the City of Pueblo, a Municipal Corporation, and the State of Colorado Department of Law Peace Officer Standards and Training (POST) for the purpose of providing law enforcement training for the Central Mountain Training Region, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor executed the Grant Agreement in the name of and on behalf of the City on June 20th, 2023; and the City Clerk shall affix the Seal of the City to the Grant Agreement and attest to his prior signature.

SECTION 3.

The Police Department is empowered to apply for and accept additional grant awards pursuant to the Grant Agreement as those funds are made available by the State.

SECTION 4.

Project Number PS2306 is hereby established in the Public Safety Grants Fund. All current and future funds accepted under this ordinance shall be budgeted and appropriated into Project Number PS2306 by the Finance Department.

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 herein.

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 10, 2023.

Final adoption of Ordinance by City Council on July 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 26, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

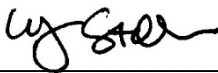
☐ Council did not act to override the Mayor's veto.

☐ 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

PHIL WEISER
Attorney General

NATALIE HANLON LEH
Chief Deputy Attorney General

SHANNON STEVENSON
Solicitor General

TANJA WHEELER
Associate Chief Deputy Attorney
General



**STATE OF COLORADO
DEPARTMENT OF LAW**

RALPH L. CARR
COLORADO JUDICIAL CENTER
1300 Broadway, 10th Floor
Denver, Colorado 80203
Phone (720) 508-6000

**Peace Officer Standards and
Training**

May 23, 2023

NOTICE OF FUNDING FY 2024 - REVISED

Region: Central Mountain Training Region

The POST Region Grant Program is announcing the availability of funds for the training of peace officers, particularly small and rural agencies, for FY 2024 beginning July 1, 2023 and ending June 30, 2024.

Based on the POST Board approved formula allocation, the **City of Pueblo**, on behalf of the **Central Mountain Training Region**, is eligible to apply for a total of **\$174,166.00**.

The above award includes the following:

Training, Equipment and Scholarships	\$151,449.00
Grant Management	\$ 7,572.00
Program Delivery	<u>\$ 15,145.00</u>
Total	\$174,166.00

To be considered for funding, applicants must submit an application via the POST grant management database between March 1 and March 31, 2023. The link to apply for your award is included in this email with your award letter.

Early or late applications cannot be accepted without prior approval from POST. In addition to the application, applicants must also include proof of insurance, copy of region grant program guidelines/policies, region needs assessment, board bylaws, and a list of board members and their contact information. All documents must be submitted via the POST grant management database at the time the application is submitted to POST. All Regions are required to have board bylaws and grant guidelines.

All agencies will receive a 5% grant administration fee to cover the costs of administering the grant. In addition, program delivery for agencies who incur direct personnel costs of the training region or fiscal agent whose salaries, or apportion thereof, will be paid by the grant are included as well.

Although applications are funded by a formula allocation approved by the POST Board, the POST Board will provide final approval June 2, 2023 during the POST Board meeting.

Should you have any questions please feel free to contact Kim or myself.

Sincerely,

Kishawn Leuthauser

Kishawn Leuthauser
Grant Coordinator

FOR THE ATTORNEY GENERAL

STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency DEPARTMENT OF LAW, PEACE OFFICER STANDARDS AND TRAINING	Agreement Number CTGG1 LAAG GT242023000000000001
Grantee CITY OF PUEBLO	Agreement Performance Beginning Date The later of the Effective Date or July 1, 2023
	Initial Agreement Expiration Date June 30, 2024
Agreement Maximum Amount Initial Term State Fiscal Year 2024 \$174,166.00	Fund Expenditure End Date June 30, 2024
Total \$174,166.00	Agreement Authority Authority to enter into this Agreement exists in § 24-31-303(2)(b), C.R.S., § 24-31-310, C.R.S., and § 42-3-304(24), C.R.S.
Agreement Purpose The Grantee will facilitate training services as identified in Exhibit A (Statement of Work) and Exhibit B (Application and Budget).	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: - Exhibit A, Statement of Work. - Exhibit B, Application and Budget. - Exhibit C, Sample Option Letter. In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: - Colorado Special Provisions in §18 of the main body of this Agreement. - The provisions of the other sections of the main body of this Agreement. - Exhibit A, Statement of Work. - Exhibit B, Application and Budget. - Exhibit C, Sample Option Letter.	
Principal Representatives For the State: Erik Bourgerie, Director Department of Law, POST 1300 Broadway, 9th Floor Denver, CO 80203 Erik.bourgerie@coag.gov For Grantee: Nicholas Gradisar, Mayor City of Pueblo 1 City Hall Place Pueblo, CO 81003 ngradisar@pueblo.us	

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

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

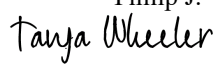
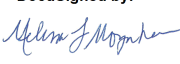
GRANTEE CITY OF PUEBLO DocuSigned by:  99E488FB4726452... By: Nicholas A. Gradisar, Mayor Date: <u>6/20/2023</u>	STATE OF COLORADO Jared S. Polis, Governor Department of Law Philip J. Weiser, Attorney General DocuSigned by:  D6A26E180E5C46B... By: Tanja Wheeler, Associate Chief Deputy Attorney General Date: <u>6/27/2023</u>
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by:  25D34D21D3184DB... By: Melissa Moynham, Department of Law State Controller Delegate Effective Date: <u>6/28/2023</u>	

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date. If the Work, including Subcontractor Work, will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by 12.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

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.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. **"Budget"** means the budget for the Work including Subcontractor Work described in Exhibit B.
- D. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- E. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- F. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- G. **"End of Term Extension"** means the time period defined in §2.D.
- H. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- I. **"Extension Term"** means the time period defined in §2.C.
- J. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- K. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- L. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.* C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the

unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

- M. **"Initial Term"** means the time period defined in §2.B.
- N. **"Matching Funds"** means the funds provided Grantee as a match required to receive the Grant Funds.
- O. **"Party"** means the State or Grantee, and **"Parties"** means both the State and Grantee.
- P. **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.
- Q. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.
- R. **"Services"** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- S. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PCI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of grant funds.
- X. **"Subcontractor Work"** means the grant coordination services and training services performed by a Subcontractor.
- Y. **"Work"** means the Goods delivered and Services performed pursuant to this Agreement.

- Z. **“Work Product”** means the tangible and intangible results of the Work, including Subcontractor Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, including Subcontractor Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work, including Subcontractor Work.

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

4. **STATEMENT OF WORK**

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

5. **PAYMENTS TO GRANTEE**

A. **Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Cover Page of this Agreement.

B. **Payment Procedures**

i. **Invoices and Payment**

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A and Exhibit B.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work, including any Subcontractor Work, completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work, including Subcontractor Work, performed or deliverables provided under this Agreement.

ii. **Interest**

Amounts not paid by the State within 45 days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts,

and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

C. Reimbursement of Grantee Costs

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit B and §5.A for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work, including any Subcontractor Work. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed. Grantee's costs for Work, including Subcontractor Work, performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work or Subcontractor 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:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State 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.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials,

electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such 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 findings have been resolved and final action taken by the State. The Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, 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.

C. Monitoring

The State will 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, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. 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. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work, including Subcontractor Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security

of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, 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 that 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 costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage

encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit __ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

D. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven days of Grantee's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

H. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in

this Agreement within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any

termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work, including Subcontractor Work, pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work, including Subcontractor Work, and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work, including Subcontractor Work.

c. Deny Payment

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

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work, including Subcontractor Work, whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise

unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

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

B. Grantee's Remedies

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

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with

receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Grantee Property”). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State’s Agreement management system (“Contract Management System” or “CMS”). Grantee’s performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. GENERAL PROVISIONS

A. Assignment

Grantee’s rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party’s obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, including Subcontractor Work, and all prior representations and understandings related to the Work, including Subcontractor, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work or Subcontractor Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Indemnification

i. General Indemnification

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.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of §8 may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys’ fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) 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.

iv. Accessibility Indemnification

Grantee shall indemnify, save, and hold harmless 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 Grantee’s failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

U. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

V. Accessibility

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

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall

be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

EXHIBIT A - STATEMENT OF WORK

All terms not defined in this Exhibit A shall be the meaning given in the main body of the Grant Agreement.

1. PROJECT DESCRIPTION

1.1 Work. Grantee has submitted a Grant Application (Exhibit B) to POST detailing the Work to be performed by Grantee throughout the term of this Grant. Grantee agrees to complete the Work identified in Exhibit B by the Grant termination date specified in §2(A) of the Grant Agreement.

2. PERSONNEL

2.1 Replacement. Grantee shall immediately notify POST if the Responsible Administrator specified in §2.2 ceases to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify POST and seek its approval, which shall be at POST's sole discretion as the State issued this Grant in part reliance on Grantee's representation regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion may direct Grantee to suspend work on the Project until such time as their replacement is approved.

2.2 Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Kayleigh McKenzie** an employee or agent of the Grantee, who is hereby designated as the responsible administrator of this Project.

3. BUDGET

3.1 Budget. The maximum amount payable under this Grant to Grantee by the State for fiscal year 2024 is **\$174,166**.

3.2 Budget Flexibility. Grantee may adjust individual budget line item expenditure amounts within an individual training course without approval of POST, provided that, there is no increase to the administrative line items, and the cumulative budgetary line item changes do not exceed ten percent (10%) of the total budgeted amount of the line item. All other budgetary modifications shall require POST approval in accordance with the Modification subsection of the General Provisions of this Grant. The request must be approved by POST before deviating from the current approved budget and scope of work. Requests that are not pre-approved may not be reimbursable.

4. PAYMENT

4.1 Payment. Grantee shall submit a request for reimbursement at a minimum on a calendar quarter basis. All invoices must be submitted within 60 days of the training or purchase date and no later than June 30th to be eligible for payment. All requests shall be for eligible expenses, as described in detail in Exhibit B. Requests shall be made using the Grant Management System and be accompanied by supporting documentation equal to 100% of the reimbursement request, a POST-approved Student Attendance Roster or Certificate of Completion, and a completed reimbursement form.

4.2 Final Payment. The final grant payment request must be requested no later than June 30th and shall include only actual expenses incurred prior to June 30th. Payment for training can only be approved for actual services received or performed and completed by June 30th. Equipment purchases must be made and the receipt of the equipment must be completed by June 30th to be eligible for payment.

4.3 Electronic Fund Transfer. Payments will be remitted by electronic fund transfer.

5. ADMINISTRATIVE REQUIREMENTS

- 5.1 Accounting.** Grantee must maintain properly segregated accounts of POST grant funds and other funds associated with the Work and make those records available to the State upon request. Grantee must have a system that classifies all revenues and expenditures by funding source. The accounting system must have an adequate method of internal controls to safeguard the funds. Expenditures must be tracked and reconciled with the general ledger.
- 5.2 Procurement.** The grantee agrees to have procurement procedures and will document its procurement procedures and maintain the documentation in the grant records when applicable.
- 5.3 Grant Guidelines.** The grantee agrees to develop, implement, and maintain written grant procedures or guidelines that, at a minimum identify how to access training and scholarship funds through the Region, what the Region's allowable costs are, and any applicable rules to be followed by a Region member organization.
- 5.4 Region Board and By-laws.** The grantee agrees to develop, implement, and maintain a Region Board representative of the Region that, at a minimum recommends how annual POST funds will be applied for and distributed throughout the Region. The Region Board shall develop, implement, and maintain written by-laws describing the role and responsibilities of the board.
- 5.5 Allowable Program Costs.** Expenditures shall be in accordance with the approved budget detailed in Exhibit B and Sections 5-9 of the POST Law Enforcement Training Grant Program Guidelines.
- 5.6 Class Announcement/Enrollment Management/Class Cancellation or Postponement.** Grantee agrees to notify POST at least 60 days in advance of the class date. Enrollment will only be available to officers in that training region until 30 days before the class start date. At that time, officers from other training regions may register for the class. Enrollment will close 15 days prior to start date of the class. Enrollment past the close date can occur at the discretion of each training region. The Grantee agrees to limit enrollment for training, including the host agency, to four (4) seats, or 20% of the class size (whichever is greater) for each agency within the Region, until 15 days prior to the start of training. The exception to this is when a course is held at a venue that can accommodate a large number of attendees (such as virtual training) or there are plenty of open seats. POST recommends regions/agencies consider cancelling or postponing classes if they have less than 50% enrollment fifteen (15) days prior to start of the class. Decisions to postpone or cancel a class are at the sole discretion of the region board or agency.
- 5.7 Audits.** Grantee is required to submit to DOL any audit performed for any fiscal year covering a portion of the term of this Grant or any other grants/contracts with DOL. Such audits include but are not limited to a financial-statement audit or single audit in accordance with the Office of Management and Budget's (OMB) A-133 is required when non-federal entities expend \$500,000 or more in federal awards in the entity's fiscal year. Grantee shall insure that audits required are performed and submitted to POST within 6 months of Grantee's fiscal year-end. The final audit report shall be sent to:

Department of Law
Criminal Justice Section, POST
Attention: Kimberly Hernandez, Grant Manager
1300 Broadway, 9th Floor
Denver, CO 80203

5.8 Reporting. Grantee shall submit the following reports, and any other reports requested by POST using the State-provided reporting forms by their due date. A report must be submitted for every calendar quarter, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw-downs may be withheld if these reports are delinquent.

Report Period	Report Type	Due Date
July 1st-September 30 th	Progress and Financial	October 6th
October 1st- December 31 st	Progress and Financial	January 5th
January 1st –March 31 st	Progress and Financial	April 5th
July 1 st – June 30 th	Equipment Inventory	June 30th
April 1st-June 30 th	Final Progress and Final Financial	July 5th

5.9 Reporting of Unexpended Funds. Grantee shall inform POST in writing, no later than **March 31, 2024** of the status of any potential unexpended balance (cost savings). Grantees failure to notify POST of any unexpended balance may result in the reduction or termination of future awards.

5.10 Monitoring. The State shall monitor this Grant through review of submitted reports and other documents as necessary or may also conduct on-site monitoring of the Grantee to determine whether performance goals, administrative standards, financial management and other requirements of the Grant have been met.

5.11 Mandatory Attendance. Grantee attendance at webinars and trainings conducted by POST to enhance the administration of the Grant program is required. Grantee will be notified of all such trainings at least 30 days in advance and shall be reimbursed by POST for per diem and lodging.

5.12 POST Acknowledgement. Grantees are encouraged to make the results and accomplishments of their project activities available to the public. All materials published or resulting from award activities, including videos must contain an acknowledgement of POST support.

5.13 Publications. The grant recipient agrees that any publications, whether written, visual or audio, but excluding press releases, newsletters and issue analysis, issued by the grantee describing training funded in whole or part shall contain the following statement: "This training was supported by a grant from the State of Colorado Office of Peace Officer Standards and Training".

5.14 Curriculum and Instructor Review. Training courses (except for out of state training) and instructors funded by the POST Region Grant Program must be reviewed by POST and assigned a course number prior to the course start date. POST is not liable to reimburse the Grantee for classes that have not been reviewed or assigned a course code number prior to the training. Instructor programs require POST-Board Subject Matter Expert (SME) Committee approval.

5.15 Eligible Training Recipients. POST training region funds are for peace officers who are current employees of law enforcement agencies within the State of Colorado. Civilian employees, civilian employees of law enforcement agencies, federal employees or military personnel may enroll in these courses **only** if there are extra spaces available and no peace officers are displaced or wait listed. Civilian, federal and military personnel **may not** be provided POST funds for scholarships, nor may funds be used to provide refreshments or class supplies. If personnel attending classes are not peace officers the Training Region is responsible to identify those names on the attendance roster prior to

submitting the roster to POST. Grantees may not include civilian, military or military personnel in their reporting numbers to POST or include them in the number of students attending in the grant management data base.

- 5.16 Ineligible Training Recipients:** Law enforcement agencies who are suspended from receiving or attending any POST funded training may not benefit from POST-funded classes. The suspension remains in affect until December 31, 2023. The Training Region is responsible to ensure officers from these agencies are not the recipients of POST-funded training. POST is not liable to reimburse the Grantee for personnel attending classes from law enforcement agencies who are suspended from receiving or attending POST-funded training. The following law enforcement agencies are suspended from receiving or attending any POST funded training until December 31, 2023:

Statewide Agency
Colorado Parks & Wildlife

- 5.17 Equipment Report.** If your grant purchased equipment a POST-Inventory Equipment Report must be submitted by June 30th each year. Equipment records must be retained for seven (7) years from the date the report is submitted to POST. If any litigation, claim or audit is started before the expiration of the seven-year period, the records shall be retained until the litigation, claims, or audit findings involving records have been resolved.
- 5.18 Retention of Records.** All grant records must be retained for three (3) years after the end of the state fiscal year that includes the end date of the grant. For example, if the grant ended 6/30/2018, the state fiscal year would be July 1, 2017 to June 30, 2018. The files could be destroyed after June 30, 2021. If an audit is in progress and/or the findings of a completed audit have not been resolved satisfactorily, then records must be retained beyond the three-year period until such issues are resolved.
- 5.19 Grant Records.** Grant records include all financial records, supporting documentation, statistical records, and all other records pertinent to the grant. These include books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, consultant/volunteer time and activity reports, canceled checks, related documents and records.
- 5.20 Conflict of Interest.** In addition to any other applicable laws, the provisions of this section shall apply to all POST grant agreements:

The following individuals shall not solicit or accept, directly or indirectly, any personal benefit or promise of a benefit from the grant recipient or a person negotiating, doing business with, or planning, within the individual's knowledge, to negotiate or do business with the contracting agency:

A member, or any other person or entity under contract with any governmental body that exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project, including but not limited to any employee of the contracting agency or any person serving as the monitor of a personal services contract or a member of the immediate family of any individual described above.

No individual described in paragraph (2) of this subsection shall use his or her position, influence, or information concerning such negotiations, business, or plans to benefit him or herself or another.

A grant recipient shall agree that at the time of contracting the grant recipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the grant recipient's services. The grant recipient shall further covenant that, in the performance of the contract, the grant recipient shall not employ persons having any such known interests.

5.21 Insurance. Grantee shall obtain and maintain insurance as specified in the grant agreement at all times during the term of the award.

5.22 Revision to Guidelines. In response to new state regulations, or to changing circumstances among law enforcement training community or to resources available to peace officers, it may, from time to time, be necessary to change the POST Grant Program Guidelines. Changes impacting grant recipients will be communicated to Regional grantees in order to seek input prior to implementation.

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Colorado Peace Officer
Standards and Training



Exhibit B - Central Mountain Training Region

Overall Summary

	Requested	Approved
Training	\$129,602.00	\$129,602.00
Equipment	\$7,000.00	\$7,000.00
Scholarships	\$14,847.00	\$14,847.00
Grant Management	\$7,572.00	\$7,572.00
Program Delivery	\$15,145.00	\$15,145.00
Grand Total	\$174,166.00	\$174,166.00



Colorado Peace Officer
Standards and Training



Exhibit B

Equipment

Title	Description	Equipment Category	Equipment Expense	Serial/VIN #/Unique Identifier	Grantee Comments	Approved Amount
Fuel and Maintenance	CMTR Truck	Miscellaneous	\$250.00			\$250.00
Shooting Range Material	targets/backers etc	Firearms	\$1,250.00			\$1,250.00
Ammunition	Ammunition and UTM ammo for regional training classes.	Firearms	\$5,500.00			\$5,500.00
			\$7,000.00			\$7,000.00



Colorado Peace Officer
Standards and Training



Exhibit B

Scholarships

Title	Description	Expense Backfill Cost	Expense Tuition/Re gistration Fee	Expense Student Per Diem	Expense Lodging	Expense Training Supplies	Total	Grantee Comments	Approved Amount
Scholarships	Regional scholarships	\$0.00	\$8,827.00	\$6,020.00	\$0.00	\$0.00	\$14,847.00		\$14,847.00
		\$0.00	\$8,827.00	\$6,020.00	\$0.00	\$0.00	\$14,847.00		\$14,847.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

0001

Class Title

Class #1-Instructor Methodology, Train the Trainer- Neal Tyler

Class Description

Train the Trainer

Training Category

Instructor Development

Start Date (est.)

08/14/2023

End Date (est.)

08/18/2023

Name of Facility

Fremont County Sheriffs Annex

Hosting Agency

Fremont County

Class Location City

Canon City



Colorado Peace Officer Standards and Training



Exhibit B

Provider Name

Nova Defense

Instructor Name

Neal Tyler

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee**Expense Training Supplies****Expense Refreshments**

\$500.00

Expense Instructor Costs

\$6,650.00

Expense Backfill Cost**Expense Per Diem****Expense Lodging**



Colorado Peace Officer
Standards and Training



Exhibit B

Additional Comments

Total Expense

\$7,150.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

pending

Class Title

Class # 3 New Detective and Criminal Investigator

Class Description

New Detective Training

Training Category

Investigations

Start Date (est.)

09/18/2023

End Date (est.)

09/22/2023

Name of Facility

Pending

Hosting Agency

Pending

Class Location City

Pending



Colorado Peace Officer Standards and Training



Exhibit B

Provider Name

LLRMI Training

Instructor Name

Bard and Lowery

Anticipated # of Students

40

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee**Expense Training Supplies****Expense Refreshments**

\$1,000.00

Expense Instructor Costs

\$14,500.00

Expense Backfill Cost**Expense Per Diem****Expense Lodging**



Colorado Peace Officer
Standards and Training



Exhibit B

Additional Comments

Total Expense

\$15,500.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #4 POST Approved Handgun Instructor

Class Description

Post Approved Handgun Instructor

Training Category

Firearms

Start Date (est.)

10/09/2023

End Date (est.)

10/13/2023

Name of Facility

Pueblo Police Department Range

Hosting Agency

Pueblo Police

Class Location City

Pueblo



Colorado Peace Officer Standards and Training



Exhibit B

Provider Name

Kleiber Investigations

Instructor Name

Dave Kleiber

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee**Expense Training Supplies**

\$2,519.00

Expense Refreshments

\$500.00

Expense Instructor Costs

\$11,000.00

Expense Backfill Cost**Expense Per Diem**



Colorado Peace Officer Standards and Training



Exhibit B

Expense Lodging

Additional Comments

Total Expense

\$14,019.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

FA0099

Class Title

Class #5 Red Dot Instructor

Class Description

Reflex sight Instructor

Training Category

Firearms

Start Date (est.)

10/24/2023

End Date (est.)

10/26/2023

Name of Facility

Pueblo Police Department Range

Hosting Agency

Pueblo Police

Class Location City

Pueblo



Colorado Peace Officer Standards and Training



Exhibit B

Provider Name

Kleiber Investigations

Instructor Name

Dave Kleiber

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

24

Financial Details

Expense Facility Fee**Expense Training Supplies**

\$3,664.00

Expense Refreshments

\$300.00

Expense Instructor Costs

\$8,000.00

Expense Backfill Cost**Expense Per Diem**



Colorado Peace Officer
Standards and Training



Exhibit B

Expense Lodging

Additional Comments

Total Expense

\$11,964.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #6 Interview and Interrogation

Class Description

Interview and Interrogation lecture

Training Category

Interview & Interrogation

Start Date (est.)

11/28/2023

End Date (est.)

11/29/2023

Name of Facility

Pikes Peak State College

Hosting Agency

Pikes Peak State College

Class Location City

Color



Colorado Peace Officer Standards and Training



Exhibit B

Provider Name

Callbox Training

Instructor Name

Tyrone Campbell

Anticipated # of Students

30

Estimated Length of Class (# of hrs)

16

Financial Details

Expense Facility Fee**Expense Training Supplies****Expense Refreshments**

\$300.00

Expense Instructor Costs

\$8,000.00

Expense Backfill Cost**Expense Per Diem****Expense Lodging**



Colorado Peace Officer
Standards and Training



Exhibit B

Additional Comments

Total Expense

\$8,300.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #7 Level One Accident Investigation

Class Description

Traffic Accident Investigation

Training Category

Traffic & Crash Investigations

Start Date (est.)

01/15/2024

End Date (est.)

01/19/2024

Name of Facility

pending

Hosting Agency

pending

Class Location City

pending



Colorado Peace Officer
Standards and Training



Exhibit B

Provider Name

AIRS

Instructor Name

Pat Cillo

Anticipated # of Students

25

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

\$625.00

Expense Instructor Costs

\$9,800.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Colorado Peace Officer
Standards and Training



Exhibit B

Additional Comments

Total Expense

\$10,425.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #8 Reno PTO Program

Class Description

Police Training Program

Training Category

Patrol Procedures

Start Date (est.)

02/19/2024

End Date (est.)

03/01/2024

Name of Facility

Pikes Peak State College

Hosting Agency

Pikes Peak State College

Class Location City

Colorado Springs



Colorado Peace Officer Standards and Training



Exhibit B

Provider Name

Hoover Group of Reno

Instructor Name

Jerry Hoover

Anticipated # of Students

25

Estimated Length of Class (# of hrs)

80

Financial Details

Expense Facility Fee**Expense Training Supplies**

\$500.00

Expense Refreshments

\$1,250.00

Expense Instructor Costs

\$19,900.00

Expense Backfill Cost**Expense Per Diem**



Colorado Peace Officer
Standards and Training



Exhibit B

Expense Lodging

Additional Comments

Total Expense

\$21,650.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #9 FBI LEEDA ELI

Class Description

FBI Executive Leedership lecture

Training Category

Leadership

Start Date (est.)

03/04/2024

End Date (est.)

03/08/2024

Name of Facility

Pueblo Police Department

Hosting Agency

Pueblo Police

Class Location City

Pueblo



Colorado Peace Officer
Standards and Training



Exhibit B

Provider Name

FBI

Instructor Name

Pending

Anticipated # of Students

25

Estimated Length of Class (# of hrs)

28

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

\$625.00

Expense Instructor Costs

\$18,750.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Colorado Peace Officer
Standards and Training



Exhibit B

Additional Comments

Total Expense

\$19,375.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

pending

Class Title

class #10 Carbine Instructor

Class Description

Police Carbine Instructor

Training Category

Firearms

Start Date (est.)

03/25/2024

End Date (est.)

03/29/2024

Name of Facility

Pueblo Police Department

Hosting Agency

Pueblo Police

Class Location City

Pueblo



Colorado Peace Officer Standards and Training



Exhibit B

Provider Name

Kleiber Investigations

Instructor Name

Dave Kleiber

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee**Expense Training Supplies**

\$4,419.00

Expense Refreshments

\$500.00

Expense Instructor Costs

\$12,000.00

Expense Backfill Cost**Expense Per Diem**



Colorado Peace Officer
Standards and Training



Exhibit B

Expense Lodging

Additional Comments

Total Expense

\$16,919.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

TC0064

Class Title

Class #12 Basic SWAT school

Class Description

Basic SWAT School

Training Category

Tactical & Specilized Teams

Start Date (est.)

04/22/2024

End Date (est.)

04/26/2024

Name of Facility

Pueblo Police Department

Hosting Agency

Pueblo Police

Class Location City

Pueblo



Colorado Peace Officer
Standards and Training



Exhibit B

Provider Name

Pueblo Police SWAT Team

Instructor Name

Dennis Furbush, Dan Anderson

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

\$6,800.00

Expense Refreshments

\$500.00

Expense Instructor Costs

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Colorado Peace Officer
Standards and Training



Exhibit B

Additional Comments

Total Expense

\$7,300.00

EXHIBIT C, SAMPLE OPTION LETTER

State Agency DEPARTMENT OF LAW, PEACE OFFICER STANDARDS AND TRAINING	Option Letter Number
Grantee CITY OF PUEBLO	Original Agreement Number
Current Agreement Maximum Amount Initial Term State Fiscal Year 2024 \$0.00	Option Agreement Number
Total for All State Fiscal Years \$0.00	Agreement Performance Beginning Date Month Day, Year
	Current Agreement Expiration Date Month Day, Year

1. **OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

2. **REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. **OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor Department of Law Philip J. Weiser, Attorney General By: Tanja Wheeler, Associate Chief Deputy Attorney General Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Melissa Moynham, Department of Law State Controller Delegate Option Effective Date: _____
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**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: July 24, 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 ORDINANCE NO. 10481 TO UPDATE THE ASSIGNED FUNDING FROM CI2321 TO \$2,500 FROM CITY COUNCIL CONTINGENCIES AND \$2,500 FROM MAYOR'S CONTINGENCIES.

SUMMARY:

This Ordinance amends the assigned project number for Project No. 10481 to \$2,500 from City Council Contingencies and \$2,500 from Mayor's Contingencies.

PREVIOUS COUNCIL ACTION:

On June 12, 2023, City Council passed Ordinance No. 10481, which funded a Pueblo Mural Levee Project Agreement between the City of Pueblo and Desiree Talmich from Project CI2321.

BACKGROUND:

This Ordinance amends Ordinance No. 10481, updating the assigned funding source from Project No. CI2321 to \$2,500 from City Council Contingencies and \$2,500 from Mayor's Contingencies.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not approving the Ordinance would prevent the funding source to be updated.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10518

AN ORDINANCE AMENDING ORDINANCE NO. 10481 TO
UPDATE THE ASSIGNED FUNDING FROM CI2321 TO \$2,500
FROM CITY COUNCIL CONTINGENCIES AND \$2,500 FROM
MAYOR'S CONTINGENCIES

WHEREAS, City Council passed Ordinance No. 10481 on June 12, 2023, for funding a Pueblo Mural Levee Project Agreement between the City of Pueblo and Desiree Talmich from Project CI2321; NOW, THEREFORE

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

SECTION 1.

The project number and title for Project No. CI2321 is hereby amended to \$2,500 from City Council Contingencies and \$2,500 from Mayor's Contingencies.

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 July 10, 2023.

Final adoption of Ordinance by City Council on July 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 26, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

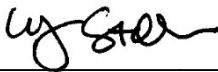
☐ Council did not act to override the Mayor's veto.

☐ 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