



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

**TUESDAY, MAY 28, 2024
7:00 PM**

Individuals Requiring Special Accommodations Should Notify the City's ADA Coordinator at (719) 553-2295 by Noon on the Friday Preceding the Meeting.

A. CALL TO ORDER

President Mark Aliff

B. INVOCATION

Pastor Tony Amaya, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Pueblo Bike Month - June 2024" - Matt Pujol, PACE Member

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated May 13, 2024, as distributed.

J1 City Council Meeting Minutes May 13, 2024

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 03/13/2024

L2 Minutes of the Planning and Zoning Commission Regular Meeting for 04/10/2024

M. RESOLUTIONS

- M1 A Resolution approving Amendment No. 3 to the Agreement for Professional Architectural Services in the amount of \$59,025 between the City of Pueblo, a Colorado Municipal Corporation, and Allred and Associates, A Colorado Corporation, for Project No. 22-010 Design and Engineering of New Fire Stations 6, 8, and 11 Project, and authorizing the purchasing agent to execute same.
- M2 A Resolution approving Amendment No. 6 of the Agreement for Professional Consulting services between the City of Pueblo, a Colorado Municipal Corporation, and Short-Elliott-Hendrickson, Inc., in the amount of \$49,052.00 for 21-075, Dillon and Eagleridge Roundabout, and authorizing the Purchasing Agent to execute same
- M3 A Resolution changing the Bessemer II and the Berkley/Beulah II Transit routes to the north shopping and south shopping routes starting on June 3, 2024
- M4 A Resolution confirming the appointment by the Mayor of Robert Childers to serve a four-year term expiring June 1, 2028, on the Board of Elections
- M5 A Resolution appointing Councilor Mark Aliff to the Historic Arkansas Riverwalk of Pueblo Authority Board of Directors

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance transferring \$1,000,000.00 from WW9999 to WW1402, awarding a construction contract in the amount of \$3,974,073.00 to Miller Pipeline, LLC, and setting forth \$1,710,000.00 for contingencies, for Project No. 24-049 (WW1402) Southern Colorado Clinic Sanitary Sewer Outfall Project and authorizing the purchasing agent to execute the same
- N2 An Ordinance establishing Project Account CI2442, Asphalt Art and Gateways Project, accepting a small dollar grant from the Colorado Department of Transportation, in the amount of \$248,300, budgeting and appropriating funds in the amount of \$248,300, and authorizing the Mayor to execute same
- N3 An Ordinance amending zoning restrictions of .85-acres of the southern portion of parcel B, of the Trinity Subdivision from B-3, Highway and Arterial Business Zone District to S-1, Government Use Zone District
- N4 An Ordinance amending zoning restrictions of 26.3-acres at the Runyon Sports Complex from I-3, Heavy Industrial Zone District and S-1, Government Use Zone District to S-1, Government Use Zone District
- N5 An Ordinance amending Chapter 6 of Title XVI of the Pueblo Municipal Code relating to and increasing sewer user charges

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 June 10, 2024, 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 2024

general fund budget to the Sangre de Cristo Arts Center in the amount of \$1,500 to sponsor the Anniversary Gala on Friday, June 7, 2024 at 6 pm at the Sangre de Cristo Arts Center

Q2 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to the Pueblo Zoological Society in the amount of \$1,500 to sponsor the Zoofari on Friday, June 21, 2024, at 6 pm at the Pueblo Zoo

Q3 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to the CSU Pueblo Foundation in the amount of \$200 to sponsor the CSU Pueblo President's Gala on Saturday, May 18, 2024, at 5:30 pm at the CSU Pueblo Ballroom.

R. ORDINANCES – FINAL PRESENTATION

R1 An Ordinance approving and accepting a Grant Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado Department of Natural Resources, Colorado Parks and Wildlife, for a LWCF Grant Play Fair Park, authorizing the Mayor to execute the same, Establishing Project No. CI2441 - Minnequa Lake Trail, budgeting and appropriating funds in the amount of \$875,000 to Project No. CI2441 - Minnequa Lake Trail, and authorizing payment in the amount of \$875,000 from Project No. CI2113 - American Rescue Plan Act as authorized by section 603(C)(1) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6 - *Introduced May 13, 2024 by Councilor Regina Maestri*

R2 An Ordinance accepting a grant from the Robert Hoag Rawlings Foundation in the amount of \$182,000 to support the construction of the City Park Tennis Complex Clubhouse and Restrooms, approving the grant agreement and authorizing the Mayor to execute the same, establishing Project No. CI2439, and budgeting and appropriating funds in the amount of \$182,000 to Project No. CI2439 - *Introduced May 13, 2024 by Councilor Regina Maestri*

R3 An Ordinance approving and accepting an OEDIT Grant from the State of Colorado Outdoor Recreation Industry Office for the funding of the City of Pueblo Outdoor Recreation Administrator, establishing Project No. CI2438, and budgeting and appropriating funds in the amount of \$100,000 to Project No. CI2438 - *Introduced May 13, 2024 by Councilor Regina Maestri*

R4 An Ordinance establishing Project No. LT2409 - Elizabeth Street Parkway Outdoor Basketball Courts Mural Project, and budgeting and appropriating funds in the amount of \$10,000 to Project No. LT2409 - *Introduced May 13, 2024 by Councilor Regina Maestri*

R5 An Ordinance amending Section 6-5-16 of Chapter 5, of Title VI of The Pueblo Municipal Code relating to the FY 2024 Classification and Pay Plan by amending the pay scale for Tax Compliance Technician - *Introduced May 13, 2024 by Councilor Regina Maestri*

R6 An Ordinance amending Chapter 12 of Title XVI by introducing "Article III - Grading Permit" - *Introduced May 13, 2024 by Councilor Regina Maestri*

R7 An Ordinance approving an Easement Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo County, a political subdivision of the State of Colorado, relating to the construction, operation, and maintenance of a limited access roadway, fencing, trail, trailhead, drainage, and other associated improvements within the Honor Farm Park and Open Space, and approving the Mayor to execute the Easement Agreement on behalf of the City - *Introduced May 13, 2024 by Councilor Regina Maestri*

R8 An Ordinance rescinding Resolution 15594, accepting funds in the amount of \$200,000.00 from Pueblo Urban Renewal Authority, for the HARP Channel Extension and Boathouse

Construction Project, and budgeting and appropriating said funds to Project Account CI2432 - Const. HARP Extension and Boathouse. - *Introduced May 13, 2024 by Councilor Regina Maestri*

- R9 An Ordinance approving a lease agreement between the City of Pueblo, a Colorado Municipal Corporation, and Goodrich Corporation, a New York Corporation, authorized to do business in the state of Colorado, for the premises known as Lot 8, Lot 11, and Parcel G, William White Boulevard, Pueblo, Colorado - *Introduced May 13, 2024 by Councilor Regina Maestri*
- R10 An Ordinance amending Pueblo Municipal Code Title XI, Chapter 1 to add a new section 612 regulating scheduled commercial passenger transportation within the City of Pueblo, and providing penalties therefor - *Introduced May 13, 2024 by Councilor Regina Maestri*
- R11 An Ordinance creating Section 408 of Chapter 1 of Title XI of the Pueblo Municipal Code adding the offense of possession of theft tools and providing penalties therefor - *Introduced May 13, 2024 by Councilor Regina Maestri*
- R12 An Ordinance extending the term of the current Collective Bargaining Agreement between the City of Pueblo and the International Association of Firefighters Local No. 3 for a one-year period commencing January 1, 2025, through December 31, 2025, and authorizing the Mayor to execute same
- *Introduced May 13, 2024 by Councilor Regina Maestri*
- R13 An Ordinance approving a purchase agreement between the City of Pueblo, a Colorado Municipal Corporation and Musco Sports Lighting LLC, A Colorado Corporation in the amount of \$649,894 for new lighting equipment for the City Park Ballfields 3 and 4 and the Mineral Palace Park Pickleball Courts, authorizing the City of Pueblo's purchasing agent to execute the Purchasing Agreement, creating Project No. CI2440, and budgeting and appropriating \$649,894 to Project No. CI2440 - *Introduced May 13, 2024 by Councilor Regina Maestri*

S. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor Maestri may ask to be excused due to item S-1.

- S1 A Resolution accepting the resignation of Charles Hernandez as an at-large City Councilor and sets forth the process for determining his replacement.

T. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, MAY 13, 2024 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Aliff called the meeting to order at 7:42 pm.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "LAURA SCHWARTZENBERGER DAY - MAY 25, 2024" - "FOR LOVE OF LAURA" COMMITTEE

E2 RECOGNITION PRESENTATION: "PUEBLO'S 2024 PUBLIC HEALTH CHAMPION" - EVA COSYLEON, MPO MANAGER, CITY OF PUEBLO

F. PUBLIC FORUM

Elvis Martinez - Work session
Ted Freeman - Processes of the Future.

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

Councilor Martinez, seconded by Councilor Flores, moved to move item Q9 to the beginning of the regular meeting and approve the agenda as amended.

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MEETING MINUTES APRIL 22, 2024

Councilor Martinez, seconded by Councilor Flores, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **April 22, 2024**, as distributed.

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

K. CONSENT AGENDA

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

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$267,230.41 TO FINSTERWALD LANDSCAPING AND IRRIGATION FOR PROJECT NO. 24-052, CONCRETE IMPROVEMENTS - WEST 29TH STREET PHASE 1 (I-25 TO HIGH STREET), SETTING FORTH \$82,769.59 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution passed and assigned 15617

M2 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$108,193.49 TO FINSTERWALD LANDSCAPING AND IRRIGATION FOR PROJECT NO. 24-054, CONCRETE IMPROVEMENTS - BONFORTE BOULEVARD, SETTING FORTH \$32,806.51 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution passed and assigned 15618

M3 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$92,526.71 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 118 E ADAMS AVE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution passed and assigned 15619

M4 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$88,354.25 TO A-1 CHIPSEAL CO., FOR PROJECT NO. 24-046,

ASPHALT PRESERVATION - ELMWOOD GOLF COURSE PARKING LOT, SETTING FORTH \$8,645.75 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution passed and assigned 15620

- M5 A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$39,967.07 TO RUSS GRADING & EXCAVATING LLC, FOR PROJECT NO. 23-040 (SWAN03) - EMERGENCY STORM SEWER POINT REPAIR AT THE INTERSECTION OF NORTHERN AVENUE AND LAKE AVENUE, APPROVING A CHANGE ORDER IN THE AMOUNT OF \$3,034.90 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME**

This Resolution passed and assigned 15621

- M6 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$22,495.00 TO COREJO MATERIALS, FOR PROJECT NO. 24-063, ASPHALT CRACK REPAIRS - PUEBLO MOTORSPORTS PARK, SETTING FORTH \$2,505.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution passed and assigned 15622

- M7 A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HURTIG, GARDNER, FROELICH, ARCHITECTS, INC., A COLORADO CORPORATION, IN THE AMOUNT OF \$20,680.00 FOR 22-095, ARCHITECTURAL CONSULTANT FOR DESIGN OF CITY PARK TENNIS COURT RESTROOMS, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution passed and assigned 15623

- M8 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$13,534.90 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 109 STANFORD AVE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME**

This Resolution passed and assigned 15624

- M9 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$12,103.47 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1016 N. ELIZABETH ST., PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME**

This Resolution passed and assigned 15625

- M10 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$7,051.39 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2104 WYOMING AVE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME**

This Resolution passed and assigned 15626

M11 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-12) TO THE COLORADO STATE FAIR FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG SMALL AVENUE BETWEEN SCRANTON AVENUE AND EUCLID AVENUE FOR THE PURPOSE OF THE ANNUAL COLORADO STATE FAIR PARADE.

This Resolution passed and assigned 15627

M12 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF MARK KLEVEN TO THE BUILDING BOARD OF APPEALS - GENERAL CONTRACTOR POSITION

This Resolution passed and assigned 15628

M13 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF LARRY MOORE TO THE ELECTRICAL BOARD OF APPEALS - JOURNEYMAN POSITION AND SETH BOUTILIER TO THE ELECTRICAL BOARD OF APPEALS - ELECTRIC UTILITY EMPLOYEE POSITION

This Resolution passed and assigned 15629

M14 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF STEVE GIRODO TO THE MECHANICAL BOARD OF APPEALS - JOURNEYMAN POSITION

This Resolution passed and assigned 15630

M15 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF KEN GULLEY TO THE PLUMBING BOARD OF APPEALS - JOURNEYMAN POSITION AND LANCE HARVEY TO THE PLUMBING BOARD OF APPEALS - CONTRACTOR POSITION

This Resolution passed and assigned 15631

M16 A RESOLUTION APPROVING AN ENVIRONMENTAL COVENANT DEED RESTRICTION ON CERTAIN PORTION OF THE LAKE MINNEQUA EXPANSION PROJECT

This Resolution passed and assigned 15632

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES, COLORADO PARKS AND WILDLIFE, FOR A LWCF GRANT PLAY FAIR PARK, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2441 - MINNEQUA LAKE TRAIL, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$875,000 TO PROJECT NO. CI2441 - MINNEQUA LAKE TRAIL, AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$875,000 FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT AS AUTHORIZED BY SECTION 603(C)(1) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

- N2 AN ORDINANCE ACCEPTING A GRANT FROM THE ROBERT HOAG RAWLINGS FOUNDATION IN THE AMOUNT OF \$182,000 TO SUPPORT THE CONSTRUCTION OF THE CITY PARK TENNIS COMPLEX CLUBHOUSE AND RESTROOMS, APPROVING THE GRANT AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2439, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$182,000 TO PROJECT NO. CI2439**
- N3 AN ORDINANCE APPROVING AND ACCEPTING AN OEDIT GRANT FROM THE STATE OF COLORADO OUTDOOR RECREATION INDUSTRY OFFICE FOR THE FUNDING OF THE CITY OF PUEBLO OUTDOOR RECREATION ADMINISTRATOR, ESTABLISHING PROJECT NO. CI2438, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$100,000 TO PROJECT NO. CI2438**
- N4 AN ORDINANCE ESTABLISHING PROJECT NO. LT2409 - ELIZABETH STREET PARKWAY OUTDOOR BASKETBALL COURTS MURAL PROJECT, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$10,000 TO PROJECT NO. LT2409**
- N5 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2024 CLASSIFICATION AND PAY PLAN BY AMENDING THE PAY SCALE FOR TAX COMPLIANCE TECHNICIAN**
- N6 AN ORDINANCE AMENDING CHAPTER 12 OF TITLE XVI BY INTRODUCING "ARTICLE III - GRADING PERMIT"**
- N7 AN ORDINANCE APPROVING AN EASEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A LIMITED ACCESS ROADWAY, FENCING, TRAIL, TRAILHEAD, DRAINAGE, AND OTHER ASSOCIATED IMPROVEMENTS WITHIN THE HONOR FARM PARK AND OPEN SPACE, AND APPROVING THE MAYOR TO EXECUTE THE EASEMENT AGREEMENT ON BEHALF OF THE CITY**
- N8 AN ORDINANCE RESCINDING RESOLUTION 15594, ACCEPTING FUNDS IN THE AMOUNT OF \$200,000.00 FROM PUEBLO URBAN RENEWAL AUTHORITY, FOR THE HARP CHANNEL EXTENSION AND BOATHOUSE CONSTRUCTION PROJECT, AND BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT ACCOUNT CI2432 - CONST. HARP EXTENSION AND**

BOATHOUSE.

N9 AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND GOODRICH CORPORATION, A NEW YORK CORPORATION, AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, FOR THE PREMISES KNOWN AS LOT 8, LOT 11, AND PARCEL G, WILLIAM WHITE BOULEVARD, PUEBLO, COLORADO

N10 AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE TITLE XI, CHAPTER 1 TO ADD A NEW SECTION 612 REGULATING SCHEDULED COMMERCIAL PASSENGER TRANSPORTATION WITHIN THE CITY OF PUEBLO, AND PROVIDING PENALTIES THEREFOR

N11 AN ORDINANCE CREATING SECTION 408 OF CHAPTER 1 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE ADDING THE OFFENSE OF POSSESSION OF THEFT TOOLS AND PROVIDING PENALTIES THEREFOR

N12 AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 3 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2025, THROUGH DECEMBER 31, 2025, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N13 AN ORDINANCE APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MUSCO SPORTS LIGHTING LLC, A COLORADO CORPORATION IN THE AMOUNT OF \$649,894 FOR NEW LIGHTING EQUIPMENT FOR THE CITY PARK BALLFIELDS 3 AND 4 AND THE MINERAL PALACE PARK PICKLEBALL COURTS, AUTHORIZING THE CITY OF PUEBLO'S PURCHASING AGENT TO EXECUTE THE PURCHASING AGREEMENT, CREATING PROJECT NO. CI2440, AND BUDGETING AND APPROPRIATING \$649,894 TO PROJECT NO. CI2440

O. APPROVAL OF CONSENT AGENDA

Councilor Maestri, seconded by Councilor Flores, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for May 28, 2024, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

Q. RESOLUTIONS

Q9 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO AMERICAN LEGION POST 2, AS THE FISCAL SPONSOR OF BOY SCOUT TROOP 19, IN THE AMOUNT OF \$1,000 TO SPONSOR BOY SCOUT TROOP 19

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

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

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

This Resolution was assigned as 15633.

Q1 A RESOLUTION CONFIRMING THE APPOINTMENT OF NELSON DUNFORD TO THE POSITION OF MUNICIPAL COURT JUDGE

A staff report and detailed review of the Resolution was given by Heather Graham - Mayor

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

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

This Resolution was assigned as 15634.

Judge Dunford was sworn in by City Clerk Marias Stoller.

Q2 A RESOLUTION AMENDING THE LEGISLATIVE PROCEDURES AND RULES OF THE PUEBLO CITY COUNCIL BY CREATING A POLICY REGARDING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT

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

Elvis Martinez appeared in person to speak against this Resolution.

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

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

Q3 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$14,244,873.00 TO H.W. HOUSTON CONSTRUCTION, FOR PROJECT NO. 23-048A, CONSTRUCTION OF BOATHOUSE AND CHANNEL EXTENSION FOR HISTORIC ARKANSAS RIVERWALK OF PUEBLO PHASE IV (HARP PHASE IV), SETTING FORTH \$452,225.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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

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

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

This Resolution was assigned as 15635.

Q4 A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,115,764.00 TO MILLER PIPELINE, LLC, AND SETTING FORTH \$223,153.00 FOR CONTINGENCIES, FOR PROJECT NO. 24-057 (WWAN01) 2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

A staff report and detailed review of the Resolution was given by Andra Ahrens - Director of Wastewater.

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

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

This Resolution was assigned as 15636.

Q5 A RESOLUTION ESTABLISHING TWO PROJECTS IN FUND 456- FIRE STATIONS. PROJECT CI2434 - PUMPER FIRE APPARATUS FOR \$900,000, AND PROJECT CI2435 - FIRE STATION NO. 6, 8, AND 11, FOR \$33,550,000 PLUS ANY FUTURE FUNDS ALREADY BUDGETED AND APPROPRIATED.

A staff report and detailed review of the Resolution was given by Alexanderia Romero - Director of Finance.

Elvis Martinez appeared in person to speak in favor of this Resolution.

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

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

This Resolution was assigned as 15637.

Q6 A RESOLUTION AUTHORIZING THE TRANSFER OF \$750,000 TO PROJECT ED0801, LEASE PROCEEDS ESCROW/RMS PREVIOUSLY ESTABLISHED IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENTS PROJECT FUND

A staff report and detailed review of the Resolution was given by Alexandria Romero - Director of Finance.

Ted Freeman appeared in person to speak against this Resolution.

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

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

This Resolution was assigned as 15638.

Q7 A RESOLUTION AUTHORIZING PAYMENT OF EIGHT HUNDRED THIRTY-

FOUR THOUSAND ONE HUNDRED AND FORTY-FOUR DOLLARS (\$834,144) FROM PROJECT NO. CI-2113 – AMERICAN RESCUE PLAN ACT, FOR THE PURPOSES OF ALIGNING ALL HARDWARE AND SOFTWARE LICENSING, WARRANTY AND TECHNICAL SUPPORT SERVICES, AND CERTIFICATION TRAINING, AND ADDING SITUATIONAL AWARENESS CAMERAS TO THE REAL-TIME CRIME CENTER, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

A staff report and detailed review of the Resolution was given by Lori Pinz - Director of Information Technology & Chris Noeller - Chief of Police.

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

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

This Resolution was assigned as 15639.

Q8 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO GLOBAL MEDICAL RESPONSE, DBA: AMERICAN MEDICAL RESPONSE IN THE AMOUNT OF \$2,000 TO SPONSOR THE SAFETY JAM ON SATURDAY, JUNE 1, 2024, AT 12:00 PM

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

Elvis Martinez appeared in person to speak in favor of this Resolution.

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

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

This Resolution was assigned as 15640.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE OF THE CITY OF PUEBLO AMENDING TITLE XI, CHAPTER 1, SECTION 405 OF THE PUEBLO MUNICIPAL CODE PROHIBITING THE ESTABLISHMENT, OPERATION, USE, OR PARTICIPATION IN SYRINGE EXCHANGE OR DISTRIBUTION PROGRAMS WITHIN THE CITY OF PUEBLO AND PROVIDING PENALTIES THEREFOR

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

PUBLIC HEARING:

Deputy Clerk Vincent Petkosek requested council to take administrative notice of written testimony the City Clerk's office received in favor from Chris & Louis Lucero.

Jill Wodiuk appeared in person to speak in favor of this ordinance.

Joseph Wodiuk appeared in person to speak in favor of this ordinance.

Luke Wodiuk appeared in person to speak in favor of this ordinance.
Sam Hernandez appeared in person to speak in favor of this ordinance.
Augustine Garcia appeared in person to speak in favor of this ordinance.
Jeff Dobson appeared in person to speak in favor of this ordinance.

Deputy Clerk Clerk Vincent Petkosek requested council to take administrative notice for written testimony the city clerk's office received against:
Ned Calonge MD MPH, David A. Martin, Danielle Harwell, Jummy Duffner, Former Deputy Sheriff Carrie Roberts, a concerned citizen, access Ppoint User Testimonials, Flynn Cervi, Patricia O'Brian, Laurel Holmstrom-Keys, Harm Reduction Advocates (32 individuals and 14 organizations), Candy Halliburton, Audra Hazel, Alicia Wiggins, Dr Stephanie Stewart, Hannan Braun, Judalon Smyth, Lisa Raville, El Movimiento Sigue, Colorado Criminal Justice Reform Coalition, Colorado Youth Justice Collaborative, Harm Reduction Action Center.

Brenna Rodriguez appeared in person to speak against this ordinance.
Elivs Martinez appeared in person to speak against this ordinance.
Brandi Adicans appeared in person to speak against this ordinance.
Dr. Michelle Swenie appeared in person to speak against this ordinance.
Dr Halico Jennings appeared in person to speak against this ordinance.
Rachel Douahoe-Burns appeared in person to speak against this ordinance.
Dennis Lariea appeared in person to speak against this ordinance.
Danielle Carwell appeared in person to speak against this ordinance.
Thomas Solano appeared in person to speak against this ordinance.
Ericia Lucero appeared in person to speak against this ordinance.
Audrinia Rodriguez appeared in person to speak against this ordinance.
Annette Sabo-Shrion appeared in person to speak against this ordinance.
Tori appeared in person to speak against this ordinance.
Noa Bowl appeared in person to speak against this ordinance.
Abbigal appeared in person to speak against this ordinance.
Reyle appeared in person to speak against this ordinance.
Suria appeared in person to speak against this ordinance.
Kyle Meltcher appeared in person to speak against this ordinance.
James Wyatt appeared in person to speak against this ordinance.
Dr. Lesia Demsie appeared in person to speak against this ordinance.
Dr. Jamie Romer appeared in person to speak against this ordinance.
Rebica Raseta appeared in person to speak against this ordinance.
Crystal Archaletta appeared in person to speak against this ordinance.
Rebecca Rick appeared in person to speak against this ordinance.
Renna Gonzales appeared in person to speak against this ordinance.
Dr. Anita Bowman appeared in person to speak against this ordinance.
Diane Crashol appeared in person to speak against this ordinance.
Matt Pusho appeared in person to speak against this ordinance.
Laura Sandoval-Adams appeared in person to speak against this ordinance.
Thomas Elloit appeared in person to speak against this ordinance.
An unknown male appeared in person to speak against this ordinance.
Taylor Lujan appeared in person to speak against this ordinance.
Velma Campbell appeared in person to speak against this ordinance.
Kelly McClain appeared in person to speak against this ordinance.
Ashley Trujillo appeared in person to speak against this ordinance.
Dr. Emily Gradisar appeared in person to speak against this ordinance.
An unknown male appeared in person to speak against this ordinance.
Jimmy Duffner appeared in person to speak against this ordinance.
Barb Burch appeared in person to speak against this ordinance.
David Lemon appeared in person to speak against this ordinance.
Tranier McCain appeared in person to speak against this ordinance.

Cora Colt appeared in person to speak against this ordinance.
Louis Burg appeared in person to speak against this ordinance.
Gary Weaver appeared in person to speak against this ordinance.
Skip Ladd - appeared by zoom to speak against this ordinance.

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

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

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

This Ordinance was assigned as 10698.

R2 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COMMUNITY ASSET ENTERPRISE/COLORADO ENERGY OFFICE RELATING TO A GRANT TO INSTALL FOUR DIRECT CURRENT FAST CHARGING (DCFC) ELECTRIC VEHICLE CHARGING STATIONS AT THE MAIN STREET PARKING GARAGE; ACCEPTING A GRANT IN THE AMOUNT OF \$445,000; ESTABLISHING PROJECT ACCOUNT CI2433 - DESIGN AND INSTALL MAIN STREET GARAGE DCFC EV CHARGERS; TRANSFERRING FUNDS IN THE AMOUNT OF \$400,000 FROM PROJECT ACCOUNT CI2408 - EV CHARGING STATIONS (FLEET) TO PROJECT ACCOUNT CI2433 - DESIGN AND INSTALL MAIN STREET GARAGE DCFC EV CHARGERS; BUDGETING AND APPROPRIATING A TOTAL OF \$845,000.00 INTO PROJECT ACCOUNT CI2433 - DESIGN AND INSTALL MAIN STREET GARAGE DCFC EV CHARGERS; AND APPROVING THE MAYOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT ON BEHALF OF THE CITY

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 Aliff declared the Hearing closed.

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

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

This Ordinance was assigned as 10699.

R3 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND CATHOLIC CHARITIES OF THE DIOCESE OF PUEBLO, INC. DBA CATHOLIC CHARITIES OF SOUTHERN COLORADO, A COLORADO NONPROFIT CORPORATION AS AUTHORIZED BY SECTION 603 (C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S.

TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF TWO HUNDRED THOUSAND DOLLARS (\$200,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

A staff report and detailed review of the Ordinance was given by Carla Sikes - City Attorney, and Steve Meier - Director of Parks and Recreation.

PUBLIC HEARING:

Anua Kieley appeared in person to speak in favor of this Ordinance.

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

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

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

This Ordinance was assigned as 10700.

R4 AN ORDINANCE APPROVING AND ACCEPTING A 2024 COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE OPIOID GRANT IN THE AMOUNT OF \$9,580 FOR SYNTHETIC OPIATE POISONING INVESTIGATION AND DISTRIBUTION INTERDICTION, ESTABLISHING PROJECT NUMBER PS2403, BUDGETING AND APPROPRIATING GRANT FUNDS OF \$9,580 TO SAID PROJECT, AND AUTHORIZING MAYOR GRAHAM TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10701.

R5 AN ORDINANCE CREATING PART 21 OF SECTION 15-1-8 OF THE PUEBLO MUNICIPAL CODE REGULATING THE PARKING IN ELECTRIC MOTOR VEHICLE CHARGING STATIONS.

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10702.

R6 AN ORDINANCE CREATING ARTICLE IX OF CHAPTER 1 OF TITLE XI WITHIN THE PUEBLO MUNICIPAL CODE, ADDING SECTIONS 11-1-901 THROUGH 11-1-904 THERETO, ENACTING PROVISIONS AND PROHIBITIONS WITH RESPECT TO CERTAIN GAMING AND GAMBLING DEVICES, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF

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

PUBLIC HEARING:

Mary Lou Barovich appeared in person to speak against this Ordinance.

Fred Trujillo appeared in person to speak against this Ordinance.

Stray Fransly appeared in person to speak against this Ordinance.

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

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

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

This Ordinance was assigned as 10703.

R7 AN ORDINANCE AMENDING ARTICLE 1 THROUGH 6 OF CHAPTER 6 OF TITLE IX WITHIN THE PUEBLO MUNICIPAL CODE, MODIFYING LICENSING AND FEES FOR COIN-OPERATED AMUSEMENT DEVICES AND COIN-OPERATED MUSIC MACHINES.

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

PUBLIC HEARING:

Tommy Chavez appeared in person to speak in favor of this Ordinance.

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

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

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

This Ordinance was assigned as 10704.

R8 AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY CONVERTING ONE (1) VACANT FULL-TIME INTERNAL AUDITOR POSITION TO A NEW CLASSIFICATION ENTITLED NON-PROFIT COMPLIANCE COORDINATOR WITHIN THE AUTHORIZED STAFFING LEVELS OF THE MAYOR'S OFFICE

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

PUBLIC HEARING:

Anita Confer appeared in person to speak in favor of this Ordinance.
Nicholas Sheppard appeared in person to speak in favor of this Ordinance.

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

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

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

This Ordinance was assigned as 10705.

R9 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2024 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR NON-PROFIT COMPLIANCE COORDINATOR

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10706.

R10 AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY CONVERTING ONE (1) FULL-TIME VACANT POSITION ENTITLED FOOD PROJECT COORDINATOR TO A POSITION ENTITLED MARKETING AND SOCIAL MEDIA SPECIALIST WITHIN THE AUTHORIZED STAFFING LEVELS AT THE MAYOR'S OFFICE

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10707.

R11 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2024 CLASSIFICATIONS AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR MARKETING AND SOCIAL MEDIA SPECIALIST.

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10708.

S. QUASI-JUDICIAL PROCEEDINGS

S1 AN ORDINANCE VACATING A UTILITY EASEMENT WITHIN LOT 1, NORTH PUEBLO COMMERCIAL PARK FILING 5

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

Mr. Hobson requested that the Planning & Zoning documents for this item, Case #V-23-12 dated March 13, 2024, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

Geoff Solomonson appeared via zoom to speak in favor of this Ordinance.

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

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

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

This Ordinance was assigned as 10709.

S2 AN ORDINANCE VACATING A PORTION OF THE ALLEY WITHIN BLOCK 11, MATTICE'S SUBDIVISION

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

Mr. Hobson requested that the Planning & Zoning documents for this item, Case #V-23-07 dated January 10, 2024, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10710**.

T. ADJOURN

President Aliff adjourned the meeting at 2:11 a.m.

Respectfully submitted,

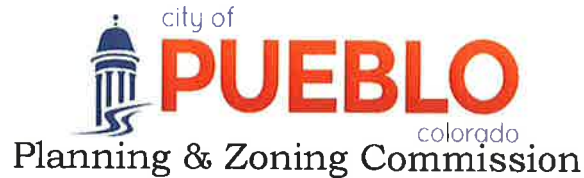


Vincent Petkosek
Deputy City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Roger Gomez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, March 13, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Roger Gomez, Alexander Aznar, Christopher Pasternak.

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Mikaylin Hackley, Planner, and Cindy Capritta, Land Use Tech.
Kelly Grisham, Project Coordinator, Public Works, Joe Martellaro, Engineer, Public Works.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to approve the agenda, seconded by Avalos.

Motion Passed: 7-0

Public Hearing:

1. V-23-12 Utility Easement Vacation: 4200 Dillon Dr. Walmart. Vacation of a 10,795 sq. ft. utility easement within Lot 1, North Pueblo Commercial Park Filing 5. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant, Geoff Solomonson was sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application be referred to City Council, seconded by Spinuzzi.

Motion Passed: 7-0.

2. Z-23-13 Rezoning: 14.08 acres from R-2, Single-Family Residential to S-1, Government Use District to facilitate construction of Fire Station #8. Generally located west of Jerry Murphy Rd. and north of Bluestem Blvd. Staff Report by Beritt Odom, Principal Planner.

Hearing: Kelly Grisham spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application be referred to City Council, seconded by Spinuzzi.

Motion Passed: 7-0.

3. S-23-12 Subdivision: Fire Station No. 8 Subdivision. Subdivision of 14.08 acres into two lots to facilitate construction of Fire Station No. 8. Generally located west of Jerry Murphy Rd. and north of Bluestem. Staff Report by Beritt Odom, Principal Planner.

Hearing: Kelly Grisham spoke in support of the application. Mike Cuppy was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey motioned to recommend the application with Conditions 1-3 being met prior to submitting to City Council, seconded by Avalos.

Motion Passed: 7-0.

4. GU-23-07 Development Plan Review: Proposed Fire Station # 8 Generally located west of Jerry Murphy Rd. and north of Bluestem Blvd. Staff Report by Beritt Odom Principal Planner.

Hearing: Kelly Grisham, spoke in favor of the application. Joe Martellaro spoke and provided information and answered questions.

Commission Action: Bailey motioned to approve the application, seconded by Spinuzzi.

Motion Passed: 7-0.

5. V-23-04 Vacation: A vacation of portions of Mechanic Street, Richmond Avenue, and a 20' Alley in the Central Pueblo and Hobson Amended subdivisions. Historic Arkansas Extension (HARP) 175 S. Santa Fe. Staff Report by Wade Broadhead, Sr. Planner.

Hearing: City application, no testimony required. No one appeared in opposition.

Commission Action: Bailey motioned to approve the application, seconded by Aznar.

Motion Passed: 7-0.

6. S-23-06 Subdivision: A resubdivision of portions of Central Pueblo, Moores Subdivision and Hobson's Subdivision Amended to create a two lot subdivision. Historic Arkansas Extension (HARP) 175 S. Sante Fe. Staff Report by Wade Broadhead, Sr. Planner.

Hearing: City application, no testimony required. No one appeared in opposition.

Commission Action: Bailey motioned to recommend the application to City Council once the one (1) Condition is met, seconded by Aznar.

Motion Passed: 7-0.

7. S-23-10 Subdivision: La Bella Piazza Subdivision Filing No. 2, subdivision of 2.21 acres into three commercial lots, generally located south of W. Pueblo Blvd. and west of Granada Blvd. Staff Report by Beritt Odom.

Hearing: Applicant Virgil Sanchez was sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey motioned to recommend the application to City Council once Conditions 1-2 and 3 sub conditions are met, seconded by Spinuzzi.

Motion Passed: 7-0.

8. TA-23-02 Amendment of Section 17-2-2 (84) of the Pueblo Municipal Code relating to the use definition of a Manufactured Home, One Family. Staff Report by Beritt Odom.

Hearing: Being sworn in, Vincent Hall and Carlos Atilano spoke in support of the Text Amendment. No one spoke in opposition.

Commission Action: Bailey motioned to approve the application, seconded by Aznar.

Motion Passed: 7-0.

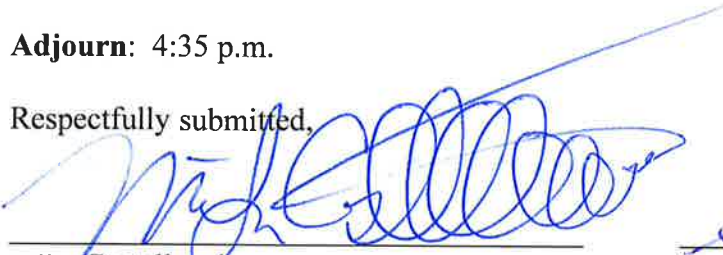
Approval of Minutes:

Bailey moved to approve the minutes from the **February 14, 2024**, meeting, seconded by Avalos.

Old/New Business:

Adjourn: 4:35 p.m.

Respectfully submitted,



Mike Castellucci
Chairperson

Scott Hobson
Executive Secretary

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday April 10, 2024 – 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, Alexandra Aznar, Lisa Bailey, Cheryl Spinuzzi.

Commissioners Absent: Patrick Avalos, Christopher Pasternak.

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Tech – Zoom.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to move item MSP-24-01, Z-24-05, and GU-23-06 to the May 8th, 2024, meeting and approve the agenda as amended. seconded by Spinuzzi.

Motion Passed: 4-0.

Public Meeting Agenda: Master Sign Plan Quik Trip Corporation, *Continued to May 8, 2024.*

Public Hearing:

1. Z-24-01 Rezone: 1332 Cypress St. A rezoning of a 9,860 sq. ft. parcel from R-3-, One- and Two-Family Residential Districts RCN, Residential Charter Neighborhood. Staff report by Wade Broadhead.

Hearing: Applicant Ryan Lundsford was sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application be referred to City Council with Standard Conditions and two (2) staff recommended conditions, seconded by Spinuzzi.

Motion Passed: 4-0.

2. Z-24-05 Rezone: Fire Station #11, *Continue to May 8, 2024*

3 GU-23-06 Government Use Development Plan Review, *Continue to May 8, 2024*

Approval of Minutes:

Bailey motioned to approve the **March 13, 2024**, Minutes, seconded by Aznar.

Old/New Business – None

Adjourn – 3:43 P.M.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Mike Castellucci', written over a horizontal line.

Mike Castellucci
Chairperson

A handwritten signature in blue ink, appearing to read 'Scott Hobson', written over a horizontal line.

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: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES IN THE AMOUNT OF \$59,025 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ALLRED AND ASSOCIATES, A COLORADO CORPORATION., FOR PROJECT NO. 22-010 DESIGN AND ENGINEERING OF NEW FIRE STATIONS 6, 8, AND 11 PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

SUMMARY:

This Resolution approves Contract Amendment No. 3 to the Agreement for Professional Architectural Services awarded to Allred And Associates, in the amount of \$59,025.00 for Project No. 22-010, Design and Engineering of New Fire Stations 6, 8, and 11.

PREVIOUS COUNCIL ACTION:

Ordinance 10110, dated February 14, 2022, established Fire Station 6, 8, and 11 Project and Project Account C12205, transferred \$600,000.00 from the unappropriated fund balance of the general fund, and budgeted and appropriated \$600,000.00.

Ordinance 10188, dated June 13, 2022, transferred \$609,245.00 from the unappropriated fund balance of the general fund, and budgeted and appropriated \$609,245.00.

Ordinance, 10202, dated June 27, 2022, transferred \$270,000.00 from the "2022" unappropriated fund balance of the general fund, and budgeted and appropriated \$270,000.00.

Resolution 14938, dated July 11, 2022, awarded an agreement for Professional Design Services to Allred and Associates for Design and Engineering services of new Fire

Stations 6, 8, and 11.

On October 23, 2023, by Ordinance No. 10570, City Council authorized a site lease and lease purchase agreement between the City, and BOKF, N.A. (solely in its capacity as trustee) for the purpose of financing the construction, improvement, and equipping of three fire stations by issuing Series 2023 Certificates of Participation to not exceed \$37,000,000.

On January 22, 2024, by Ordinance No. 10640, City Council authorized the establishment of the Debt Service Fund No. 304 - COP-Fire Stations.

On March 11, 2024, by Ordinance No. 10670, City Council authorized the establishment of the Capital Projects Fund No. 456 – Fire Stations, budgeted and appropriated the proceeds received from the issuance of the Series 2023 Certificates of Participation and all future funds received into Fund No. 456.

Pending approval on May 13, 2024 City Council agenda establishes Project CI2435 - Fire Station No. 6, 8, and 11 in Fund 456 - Fire Stations.

BACKGROUND:

This project is part of infrastructure and response improvements for the City of Pueblo and its Fire Departments, relocating Fire Stations 1, 6, and 8, and building a new Fire Station 11.

In April 2022, the City of Pueblo solicited Requests for Proposals (RFP 22-010) for design and engineering services for new Fire Stations 6, 8, and 11. A total of nine (9) firms provided a proposal for the work. City Staff provided evaluations of the proposals using project approach, work schedule, fee schedule and statement of qualifications evaluation criteria. Upon compilation of staff evaluations, the top five (5) firms were interviewed. Allred and Associates was then chosen by the interview committee.

Amendment No. 1 to the Professional Architectural Services Agreement, approved by the Director of Purchasing, due to the amount of change being less than 10% of the overall contract amount, was for additional redesign survey work.

Amendment No. 2 to the Professional Architectural Services Agreement, also approved by the Director of Purchasing, was for additional testing bore holes and reporting for geothermal.

The design was completed in December 2023, and the Information for Bid for the construction of the new fire stations was published to the three (3) pre-qualified contractors in January 2024. Bids received from the contractors were significantly over budget, so a process of value engineering was started. In order to provide a complete set of plans with the changes made during value engineering, additional funding is required in the contract with the architect.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$59,025.00 will be paid from Project Account CI2436, Fire

Stations 6, 8, and 11 Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution will result in the cancelation of additional services. However, the additional services are necessary to provide a final set of documents to the contractor for construction of the fire stations.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 22-010 DRAFT Allred Amendment No 3

RESOLUTION NO. 15641

A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES IN THE AMOUNT OF \$59,025 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ALLRED AND ASSOCIATES, A COLORADO CORPORATION., FOR PROJECT NO. 22-010 DESIGN AND ENGINEERING OF NEW FIRE STATIONS 6, 8, AND 11 PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

WHEREAS, an Agreement for Professional Architectural Services was awarded to Allred and Associates, on July 12, 2022, and,

WHEREAS, Amendment No. 1 to the Agreement for Professional Architectural Services was awarded to Allred and Associates on September 28, 2022, and,

WHEREAS, Amendment No. 2 to the Agreement for Professional Architectural Services was awarded to Allred and Associates on October 13, 2023, and,

WHEREAS, the City of Pueblo and Allred and Associates, desire to modify the Agreement for additional services; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Amendment 3 to the Agreement for Professional Architectural Services for Project No. 22-010 Design and Engineering of New Fire Stations 6, 8, and 11 Project, by and between the City of Pueblo, a Municipal Corporation, and Allred and Associates, Inc., a Colorado Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment to be performed in the amount of \$59,025.00.

SECTION 2.

Funds in the amount of \$59,025.00 shall be paid from Project Account C12435 – Fire Stations 6, 8 and 11 Project.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 28, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vincent Petkosek
DEPUTY CITY CLERK

**DRAFT AMENDMENT NO. 3 TO THE
AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES
BY AND BETWEEN CITY OF PUEBLO AND
ALLRED & ASSOCIATES**

This Amendment No. 3 to the Agreement for Professional Architectural Services (“Amendment”) is executed to be effective as of the _____ day of _____, 20____, by and between the City of Pueblo, Colorado, a Colorado Municipal Corporation (hereinafter referred to as “Owner” or “City”) and Allred & Associates, a registered Individual Business in the State of Colorado, a professional architectural firm (hereinafter referred to as “Architect”). Owner and Architect are sometimes referred to herein as a “Party” and collectively, as the “Parties.” WITNESSETH THAT:

WHEREAS, Owner and Architect entered into that certain Agreement for Professional Architectural Services dated the 12th day of July, 2022 (the “Agreement”) for Bid 22-010 RFP – Design and Engineering of New Fire Stations 6, 8, and 11; and

WHEREAS, Owner and Architect desire to modify the Agreement pursuant to the provisions set forth herein.

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

AGREEMENT

1. The Agreement is amended by expanding the scope of work to include the following as generally identified and set forth in the attached Attachment A.

- a. Replace 50% Brick with Stucco for Fire Station 6
- b. Remove Parking Structure
- c. Lighting Changes
- d. Alternate SPD, Remove Arc Fault Breakers, Move Main Breaker – Aluminum Feeders
- e. Revise Privacy & Parking Fence
- f. Replace Longboard with Stucco and VE Metal Panel
- g. Planning Coord. For Exterior Elevations
- h. Revise Specifications per VE Changes
- i. Coordination & Meetings Associated with VE
- j. Add Motorola Antenna System

2. Attachment A to this Amendment No. 3 shall be added to the original scope of work, and Architect shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement and any and all prior amendments thereto.

3. With respect to services provided under this Amendment No. 3, the fee schedule included in Attachment A to this Amendment No. 3 shall apply to compensation payable to Architect. The aggregate compensation payable to the Architect for performance of the additional services authorized by this Amendment No. 3 shall not exceed the maximum amount of \$59,025.00 as set forth in the Attachment A and notwithstanding whether the service is billed as Time and Material.

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

5. Except as expressly modified by this Amendment No. 3, the Agreement and any and all prior amendments thereto, shall remain in full force and effect. Except as modified by this Amendment No. 3, any obligations to be performed under the Agreement, and any and all prior amendments thereto, by either party are not

waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 3.

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

IN WITNESS WHEREOF, the Parties to this Amendment No. 3 have set forth their hand, to be effective as of the effective date.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

ALLRED & ASSOCIATES

By _____
Naomi C. Hedden, Director of Purchasing

By _____
Brent Allred, Owner

Attest _____
Marisa Stoller, City Clerk

[S E A L]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM
Law Department

Carla Sikes, City Attorney

Attachment(s): Attachment A - Scope of Services and Fee Schedule
Additional Information for Amendment

Scope of Services and Fee Schedule

Excerpt from Proposal to City dated May 15, 2024

Allred Associates VE Add Services

5/15/2024



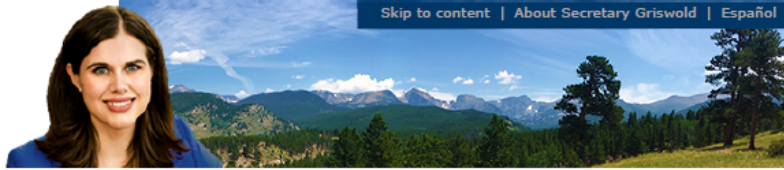
VE ITEM	Associated Design Fee	Scope of Drawing Changes
Replace 50% Brick with Stucco for 6	\$6,105	Structural Drawings: Impacts foundation area with brick ledges, & all associated brick details throughout set. Architectural Drawings: A2.0 & A9.1 - Exterior Wall Types, A5.0 & A5.1, A5.2 - Building Sections & Wall Types, A8.2 & A8.3 - Window & Door Details.
Remove Parking Structure	\$9,455	Structural Drawings: Sheet S5 & related details on sheet S16, S17, & S18. Architectural Drawings: A1.0 - Remove from Site plan, A4.1 - : Remove sheet and from sheet # from index on A0.0. A8.0 - Remove associated Doors & Details. Electrical Drawings: Removing the electrical, including power pedestals, heat tracing, canopy lighting, and future EV charging from the canopy back to the appropriate panels. Impacts sheets E1.1, E2.1, E2.2, E6.1, E7.1, E8.1. Plumbing Drawings: P5.3 - Remove all plumbing fixtures (drains) and associated piping from plumbing schedule.
Lighting changes	\$7,950	Architectural Drawings: A3.0 - Lighting in Flex Rm related to finish ceiling VE item. Electrical Drawings: Updating the light fixtures on the plans, sheets E2.1/E2.3. Update controls on sheets E6.5/E6.6. Update lighting fixture schedule on sheet E8.1. Update electrical panels on sheet E8.2. Confirm the IECC requirements are met and update COMCheck on sheet E-8.3, as required
Alternate SPD, remove Arc Fault Breakers, move main breaker - aluminum feeders	\$5,580	Electrical Drawings: Coordinate new location for PP1 and update drawings for eliminating main circuit breaker, including the short circuit calculations for sheets E1.1, E3.1, E3.2, E6.1, E8.2, & E-8.3
Revise Privacy & Parking Fencing	\$600	Architectural Drawings: A1.2 Fencing details, sections and elevations.
Replace Longboard with stucco and VE metal panel.	\$6,460	Architectural Drawings: A2.0 & A9.1 - Exterior Wall Types, A3.0 & A3.1 - RCP soffits, A4.0 Elevations, A5.0 & A5.1, A5.2 - Building Sections & Wall Types, A8.2 & A8.3 - ALL Window & Door Details
Planning Coord. for Exter. Elevs	\$2,400	Architectural Drawings: Elevations for -planning: and amount of coordination to submit / review.
Revise Specifications per VE changes	\$5,010	Numerous changes from VE - Roofing, exterior finishes, Photovoltaic racking system, 4 fold doors, Glazing system, Exterior insulation and barrier, Metal parapet cap system, etc.
Coordination & meetings associated w/ VE	\$11,665	
Motorola Antenna System Add	\$3,800	Incorporating Motorola system into design - impacts Electrical & Architectural
Total of all VE items	\$59,025	

Additional Information for Agreement

Colorado Secretary of State Registration

PERA Questionnaire – requested updated form 5/16/2024 – to be added prior to signature

Insurance Certificate(s) – requested 5/16/2024– to be added prior to signature



For this Record...
[Filing history and documents](#)
[File a form](#)
[Subscribe to email notification](#)
[Unsubscribe from email notification](#)
[Subscribe to text notification](#)
[Unsubscribe from text notification](#)

[Business Home](#)
[Business Information](#)
[Business Search](#)

[FAQs, Glossary and Information](#)

Summary

Details			
Trade name	Allred & Associates		
Registrant name	Brent McKay Allred Sr.		
Status	Effective	Formation Date	06/01/2023
ID number	20231593502	Form	Individual
Renewal month	April	Expiration Date	07/01/2024
Primary residence or usual place of business street address	580 Burbank Street, Suite 125, Broomfield, CO 80020, CO, United States		
Primary residence or usual place of business mailing address	580 Burbank Street, Suite 125, Broomfield, CO 80020, CO, United States		

[Filing history and documents](#)

[Get a certificate of fact of trade name \(PDF\)](#)

[Get certified copies of documents](#)

[File a form](#)

[Set up secure business filing](#)

[Subscribe to email notification](#)

[Unsubscribe from email notification](#)

[Subscribe to text notification](#)

[Unsubscribe from text notification](#)

[Back](#)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF TRADE NAME

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

Allred & Associates

(Entity ID # 20231593502)

was filed in this office on 06/01/2023 with an effective date of 06/01/2023 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/10/2024 that have been posted, and by documents delivered to this office electronically through 05/13/2024 @ 14:51:17 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/13/2024 @ 14:51:17 in accordance with applicable law. This certificate is assigned Confirmation Number 16032165 .



Jena Griswold

Secretary of State of the State of Colorado

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

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



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION APPROVING AMENDMENT NO. 6 OF THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SHORT-ELLIOTT-HENDRICKSON, INC., IN THE AMOUNT OF \$49,052.00 FOR 21-075, DILLON AND EAGLERIDGE ROUNDABOUT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves Amendment No. 6 to the Professional Consulting Services Agreement awarded to Short-Elliott-Hendrickson, Inc. (SEH), in the amount of \$49,052.00 for Project No. 21-075 (CI1819), SHO M086-084 (23584), Dillon and Eagleridge Roundabout.

PREVIOUS COUNCIL ACTION:

Ordinance 9350, dated September 24, 2018, established project CI1819 and budgeted and appropriated funds in the amount of \$250,000.00 to said project.

Ordinance 9889, dated February 22, 2021, approved an agreement with CDOT, accepting a grant from Federal Highway Administration (FHWA) in the amount of \$1,800,000.00 and budgeted and appropriated those funds into said project.

Resolution 14824, dated March 14, 2022, awarded an agreement for professional engineering services in the amount of \$229,243.00 to Short-Elliott Hendrickson, Inc., for Project No. 21-075 Dillon and Eagleridge Roundabout.

Resolution 15182, dated March 27, 2023, approved amendment No. 4 to the agreement for professional engineering services in the amount of \$18,685 for Project No. 21-075 Dillon and Eagleridge Roundabout.

Resolution 15183, dated March 27, 2023, approved amendment No. 5 to the agreement for professional engineering services in the amount of \$22,031 for Project No. 21-075 Dillon and Eagleridge Roundabout.

BACKGROUND:

The City of Pueblo was awarded a Highway Safety Improvements Project (HSIP) through the Colorado Department of Transportation (CDOT).

The grant funds, along with the allocated 2018 General Funds, will be used to design and construct a traffic roundabout at the intersection of Dillon Drive and Eagleridge Boulevard in the City of Pueblo. The roundabout will provide a free flowing condition for all turning movements and will eliminate stop signs. Additionally, the median, and concrete curb and gutter, striping and appropriate signage will be installed on all four quadrants to delineate lanes and instruct drivers. Crosswalks, curb ramps, landscaping, and other appurtenances will also be installed.

Amendments No. 1 through No. 3 were executed by the purchasing agent as they were determined to be minor amendments.

Amendment No. 1 to this contract was to clarify and more specifically identify the scope of work to be performed under the agreement.

Amendment No. 2 to this contract was to provide a rate change, allowing 2022 staff and rate updates to the existing contract. This amendment did not increase the \$229,243.00 base contract compensation.

Amendment No. 3 to this contract was to add additional services for traffic study and Operations Evaluation Level 1 as required by CDOT. This amendment increased the base contract amount by \$22,228.00.

Amendment No. 4 provided additional services for an Operations Evaluation Level 2 as required by CDOT and increased the base contract amount by \$18,685.00, making the contract amount \$270,156.00.

Amendment No. 5 provided additional work for the project to upsize the sanitary sewer mains located in the same footprint of the proposed roundabout and increased the base contract by \$22,031, making the contract amount \$292,187.00.

The proposed Amendment No. 6 is related to the revised geometry requested by City of Pueblo staff and the traffic forecasting data that was provided, additional survey and design of the I-25 Northbound off-ramp as requested by CDOT, as well as supplemental SUE for the additional survey limits and additional fiber that has been installed along the project limits.

FINANCIAL IMPLICATIONS:

Funding for Amendment No. 6 (\$49,052.00) will be paid from account C11819, Dillon and Eagleridge Roundabout.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the design of the additional improvements necessary to complete the design.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 21-075 SEH Amendment No 6 Attachments and Addl Information

RESOLUTION NO. 15642

A RESOLUTION APPROVING AMENDMENT NO. 6 OF THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SHORT-ELLIOTT-HENDRICKSON, INC., IN THE AMOUNT OF \$49,052.00 FOR 21-075, DILLON AND EAGLERIDGE ROUNDABOUT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, Project No. 21-075 (CI1819), SHO M086-084 (23584) Dillon and Eagleridge Roundabout Project was awarded to Short-Elliott-Hendrickson, Inc., on March 14, 2022; and,

WHEREAS, additional design and engineering work contemplated by Amendment No. 6 is needed; and,

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Amendment No. 6, by and between the City of Pueblo, a Municipal Corporation, and Short-Elliott-Hendrickson, Inc., a Colorado Corporation, a copy of which is attached hereto, having been approved as to form by the City of Pueblo Attorney, is hereby approved, and City Council authorizes the additional work contemplated by Amendment No. 6 to be performed in the amount of \$49,052.00.

SECTION 2.

Funds in the amount of \$49,052.00 will be paid from Project CI1819, Dillon and Eagleridge Roundabout Project.

SECTION 3.

The Purchasing Agent is hereby authorized to execute Amendment No. 6 on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest same.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 28, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vincent Petkosek
DEPUTY CITY CLERK

**AMENDMENT NO. 6 TO THE
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BY AND BETWEEN CITY OF PUEBLO AND
SHORT-ELLIOTT-HENDRICKSON, INCORPORATED**

This Amendment No. 6 to the Agreement for Professional Consulting Services ("Amendment") is executed to be effective as of the _____ day of _____, 20____, by and between the City of Pueblo, Colorado, a Colorado Municipal Corporation ("Owner") and Short-Elliott-Hendrickson, Incorporated, a registered Minnesota Corporation authorized to do business in the State of Colorado, a professional consulting/engineering firm (hereinafter "Consultant"). Owner and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties." WITNESSETH THAT:

WHEREAS, Owner and Consultant entered into that certain Agreement for Professional Design/Consulting Services dated the 15th day of March, 2022 (the "Agreement") for Bid 21-075 RFQ - Design and Engineering for Dillon and Eagleridge Roundabout; and

WHEREAS, Owner and Consultant desire to modify the Agreement pursuant to the provisions set forth herein.

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

AGREEMENT

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

Consultant shall provide additional work for the project including project management and design for FIR (Field Inspection Review) as outlined in Attachment A.

2. Attachment A to this Amendment No. 6 shall be added to the original scope of work, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement and any and all prior amendments thereto.

3. With respect to services provided under the Amendment No. 6, the fee schedule attached as Attachment B to this Amendment No. 6 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 6 shall not exceed the maximum amount of \$49,052.00.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material at the rates provided in Attachment B.

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

5. Except as expressly modified by this Amendment No. 6, the Agreement and any and all prior amendments thereto, shall remain in full force and effect. Except as modified by this Amendment No. 6, any obligations to be performed under the Agreement, and any and all prior amendments thereto, by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 6.

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

IN WITNESS WHEREOF, the Parties to this Amendment No. 6 have set forth their hand, to be effective as of the effective date.

CITY OF PUEBLO, A MUNICIPAL
CORPORATION

SHORT-ELLIOTT-HENDRICKSON,
INCORPORATED

By _____
Naomi C. Hedden, Director of Purchasing

By _____
James Hayson, Principal-In-Charge

Attest _____
Marisa Stoller, City Clerk

[S E A L]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM
Department of Law

Carla Sikes, City Attorney

Attachment(s): Attachment A - Scope of Services (Scope of Work)
Attachment B - Fee Schedule
Additional Informatin for Amendment

Scope of Services (Scope of Work)

Excerpt from Proposal For Additional Work to City dated April 24, 2024

Project Understanding and Limits: The project involves the design of a traffic roundabout at the intersection of Dillon Drive and Eagleridge Boulevard east of I-25 on the northeast side of the City of Pueblo. The roundabout shall provide a free-flow condition for all turning movements to eliminate the existing stop-controlled intersection configuration. Medians and concrete curb and gutter, as well as striping and appropriate signage will be installed on all four quadrants to delineate lanes and instruct drivers. Additional improvements to include crosswalks, curb ramps, landscaping and other appurtenances will also be installed. The design and construction of the project will be funded through a grant received from the Colorado Department of Transportation; therefore, all design and requirements will adhere to FHWA oversight.

Scope: The Basic Services provided by SEH as set forth herein is provided subject to the attached Agreement for Professional Services.

Unless task is explicitly included in scope of work, task is explicitly excluded.

Our services will consist of:

Project Management

1. Project management to include records management, archiving and communications.
2. Monthly invoicing and status reporting throughout course of project.
3. Maintaining project budget and schedule.

Deliverables: *Approved schedule, updates to schedule as necessary, monthly invoices with progress reports, weekly progress summaries, meeting minutes.*

Preliminary Design (FIR – Field Inspection Review)

1. Survey
 - a. SEH will perform a topographic survey of the defined survey area using a Trimble S7 Robotic Total Station. Survey area is defined as the existing right-of-way width and 25' beyond typically, except as required for additional information necessary to encompass the I-25 Northbound Off-ramp at Eagleridge Boulevard to supplement existing survey completed by SEH.
 - i. Topographic features to be located will include (but not limited to): Utilities and utility structures (both dry and wet), irrigation pipes, diversion structures, swales, ditches, grade breaks, ground shots, concrete walks and structures, pavement, pavement striping, landscape features including all trees, fences, signs, gates, sound wall and barrier locations, storm and sanitary sewer facilities with pipe sizes and inverts, water valves/hydrants, and sufficient topo point coverage that cross sections can be developed. An AutoCad Civil 3D 2024 drawing with a TIW (Triangulated Irregular Network) of the surface representing one-foot contours will be delivered.
2. Subsurface Utility Engineering (SUE)
 - a. SEH will perform SUE for updated survey limits and supplemental fiber optic infrastructure constructed in project limits since previous investigation completed in accordance with the American Society of Civil Engineers Construction Institute Standard

38-02 (ASCE/CI 38-02) for project area described herein and include the following activities:

- i. Compilation of utility data (i.e., records and as-built information) acquired by SEH and others.
 - ii. Preparation of field books, log sheets, and crew scheduling and logistics for the initial utility designating field campaign.
 - iii. Phase 1: 2D QL B data acquisition (using electromagnetic (EM) induction, acoustic, and/or other geophysical technologies), characterization, and 2D depiction (CADD file) of existing utility infrastructure data to develop a reliably qualified base map and data set from which to develop and support future design, coordination, and construction decisions. Any utilities designated to QL C and/or QL D quality levels will be explained and described in the Phase 1 SUE existing utility report as to why a quality level below QL B has been used.
 1. QL refers to the quality level as described in ASCE/CI 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.
 - Quality Level B (QL B): Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level B data should be reproducible by surface geophysics at any point of their depiction. The ground surface will be marked with the approximate horizontal location of the existing utilities in accordance with APWA/ULCC Uniform Marking Standards. SEH will attempt to designate any sanitary sewer, or non-metallic utility lines not having tracer wire placed with them. SEH will attempt to verify storm, showing general directions at their surface feature if requested. This has not been included in the scope and will be considered additional service. Upon completion of the designation process.
 - Quality Level C (QL C) involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records (i.e., QL D data). When using this information, it is not unusual to find underground utilities that have been either omitted or erroneously plotted. QL C information may not, however, eliminate all inaccuracies; nor will it reveal an unrecorded line that has no surface features. Therefore, its usefulness may be limited to preliminary design reviews or to projects with minimal anticipated conflicts.
 - Quality Level D (QL D) information comes solely from existing utility records. It may provide an overall "feel" for the congestion of utilities, but it is often highly limited in terms of comprehensiveness and accuracy. Its usefulness may be limited to early design stage (project planning and route selection) activities or to projects with minimal planned excavations.
3. SEH will review all available traffic data and will perform the roundabout analysis in HSC and/or RODEL to determine supplemental lane configuration.
 4. The preliminary design package will be updated to a 30% Design Level for City of Pueblo and CDOT review. This package will contain requested geometry changes and proposed design of

I-25 Northbound Off-ramp improvements in plan views depicting existing and proposed grades, removals and relocations, preliminary roundabout layout, intersection lighting, landscaping, general notation, and encroachments.

5. SEH will coordinate and facilitate a supplemental FIR Meeting with City of Pueblo and CDOT staff.
 - a. FIR meeting minutes will be completed within 3 days after the meeting. The minutes will be distributed to attendees and stakeholders for review, comment, and clarification.
 - b. SEH will revise plans and address comments per City of Pueblo and CDOT review comments.

Deliverables – Topographic map in State Plane Coordinates depicting ground features, contours at 1-foot intervals, and boundary in PDF and DWG formats; TIN of existing and proposed ground surfaces; survey field notes and coordinate information for control; CADD utility reference file based on SUE Phase 1 findings, Sealed and Signed existing utility plan with quality level designations; Conceptual drawings, up to 3; FIR plan set (Cover Sheet with vicinity and location map, roundabout horizontal layout sheets, removals, Typical sections, improvements plan views, standard plan list, summary of quantities, and details)

Final Design

1. SEH will perform Subsurface Utility Engineering investigation - Quality Level A (QL-A) for up to eight (8) identified potential utility conflicts in accordance with the American Society of Civil Engineers Construction Institute Standard 38-22.
 - a. Quality Level A (QL-A) builds on QLB information by confirming the existence, exact location, and other Attributes of subsurface utilities through exposure of the Utility using safe excavating practices. QLA data are determined by physically exposing an unobservable Utility Feature or Utility Segment (essentially making it observable) and documenting its spatial extent and characteristics with a high degree of accuracy. Conventional accuracies shall be 0.1 ft (30 mm) vertical and to 0.2 ft (60 mm) horizontal for the measurements of the outside limits of the Utility Feature or Utility Segment that is exposed. Professionals may, with permission of their Project Owners, based on project needs, deviate from this conventional accuracy; however, any deviations should be noted within submittal documents.

Specific Exclusions/Assumptions

- Aerial Clearance measurements will not be required for this project.
- Confined space entry will not be required for this effort. All storm drainage, sanitary sewer, and any other measurements within confined spaces will be taken from the surface without entry into the confined space.
- SEH may utilize the following geophysical equipment on the project:
 - vLoc3-5000
 - Vivax-Metrotech VM-810
 - Tenable rodder
 - VM-560
 - All equipment may not be used on each site as equipment is selected based upon geophysical application necessary to find a target utility.
- Additional meetings, as requested by City of Pueblo, or required by CDOT, shall be conducted on a time and materials basis, based on the Rate Schedule Method.
- This fee proposal assumes that there will be no more than one (1) review/response cycle,

per phase, with City of Pueblo or CDOT on the information provided.

- The fee assumes that the study area and scope of work provided by SEH at the time of the proposal will not change. Any modifications to the scope that affect the study area, project limits or scope shall be considered additional services and negotiated by City of Pueblo and SEH prior to any additional work commencing.

21-075 - Design and Engineering for Dillon and Eagleridge Roundabout		Preliminary Design					Final Design											
	Labor Category	Labor Rate	Task Order Oversight, Reporting, Project Management, Client Communication, Scheduling, Internal Team Management, Coordination, and Team Meetings	Perform fieldwork (surveying, subsurface utility investigation) as required to provide updated utility locate information for fiber and additional survey limits for northbound off-ramp curb return modifications	Update preliminary design plans (considered as 30% complete relative to final design) based on revised geometry per City of Pueblo's request and updated traffic forecasting data for City's review and comment. The preliminary design plans shall adequately updated to level of detail prior to project suspension for additional traffic modelling as requested by CDOT and City of Pueblo	Prepare design for I-25 northbound off-ramp curb return per review comments and request of CDOT	Coordinate with City and CDOT for review of all updated drawings and specifications. Attend abbreviated FIR Meeting with CDOT and City Staff for concurrence.	Perform QL-A Subsurface Utility Engineering Investigation (Potholing) (Estimated to be 9 locations)	Total Hours									
											2	1	1	1	2	1	8	
Project Manager/Civil Lead - (Jimmie Hayson)										\$230.00	2	1	1	1	2	1	8	
Quality Control/Assurance Manager (Scott Jardine)										\$255.00	3						3	
Sr Professional Engineer II (Scott Hotckin)										\$265.00			16		1		17	
Sr. Professional Engineer II (Kit Clunis)										\$195.00			24	6			30	
Graduate Engineer (Craig Hayson)										\$135.00			40	25			65	
Senior PLS - (Scott Klinker)										\$215.00		2					2	
Field Surveyor - (Ben Hardenberg)										\$150.00		16					16	
Sr SUE Technician - (Justin Patton)										\$120.00		4					36	
Sr. S.U.E. Technician - (Andrew Brutton)										\$130.00							36	
Sr SUE Technician - (Juan Longoria)										\$175.00		10					3	
SUE Manager - (Josh Anfinson)										\$235.00							7	
SUE QA Manager - (Chuck Gustafson)										\$275.00		2					3	
Sr. Accounting Representative - (Suzie O'Connor)										\$140.00	1						1	
Total Hours										6	35	81	32	3	86	243		
Total Labor Cost										\$1,365	\$5,840	\$14,550	\$4,775	\$725	\$12,225	\$39,480.00		
Other Direct Costs / Equipment / Materials / Supplies / Re-production / Mailings / Shipping / Services																		
GPS/Robotics = \$35/hr												\$420				\$70	\$490.00	
Vehicle Charge (\$4.90/hr)												\$98				\$176.40	\$274.40	
S.U.E. Equipment (ULLE) = \$25/hr												\$150				\$100	\$250.00	
Traffic Control												\$500				\$1,550	\$2,050.00	
Vacuum Excavation Trailer																\$1,040	\$1,040.00	
Permits/COI																\$650	\$650.00	
Street Core and Replacement (8)																\$2,840	\$2,840.00	
Subtotal											\$0.00	\$1,168.00	\$0.00	\$0.00	\$0.00	\$6,426.40	\$7,594.40	
Travel Expenses / Vehicle Mileage / Lodging / M&IE / Per Diem																		
Number of People Traveling:												2				2		
Meals and Lodging																		
Lodging = \$125/ Night.												\$125.00				\$1,000.00	\$1,125.00	
Meals = \$59 Per Diem												\$59.00				\$472.00	\$531.00	
Vehicle Mileage - Travel to/from																	\$0.00	
Round Trip Mileage - Federal GSA Rate = \$0.67/mile (2024 Rate).												\$221.10				\$100.50	\$321.60	
Airefare- Travel to/from + Baggage Fees																	\$0.00	
Round Trip																	\$0.00	
Rental Car																	\$0.00	
Rental Car = \$65/day																	\$0.00	
Rental Car Fuel									\$0.00									
Subtotal -- Travel Expenses / Vehicle Mileage / Lodging / M&IE / Per Diem			\$0	\$405	\$0	\$0	\$0	\$1,573	\$1,977.60									
Total Cost			\$1,365.00	\$7,413.10	\$14,550.00	\$4,775.00	\$725.00	\$20,223.90	\$49,052.00									

Standard Hourly Rates

SEH HOURLY BILLABLE RATES – 2024

CLASSIFICATION - OFFICE STAFF	BILLABLE RATE ⁽¹⁾	CLASSIFICATION - FIELD STAFF	BILLABLE RATE ⁽¹⁾
Principal	\$195 – \$335	Professional Land Surveyor	\$135 – \$205
Project Manager	\$160 – \$295	Lead Resident Project Representative	\$110 – \$195
Senior Project Specialist	\$155 – \$280	Senior Project Representative	\$110 – \$170
Project Specialist	\$115 – \$215	Project Representative	\$90 – \$155
Senior Professional Engineer I	\$135 – \$225	Survey Crew Chief	\$100 – \$165
Senior Professional Engineer II	\$165 – \$280	Survey Instrument Operator	\$70 – \$125
Professional Engineer	\$125 – \$200		
Graduate Engineer	\$100 – \$170		
Senior Architect	\$145 – \$260		
Architect	\$125 – \$190		
Graduate Architect	\$100 – \$135		
Senior Landscape Architect	\$135 – \$210		
Landscape Architect	\$110 – \$155		
Graduate Landscape Architect	\$100 – \$125		
Senior Scientist	\$150 – \$215		
Scientist	\$105 – \$170		
Graduate Scientist	\$95 – \$135		
Senior Planner	\$155 – \$250		
Planner	\$125 – \$190		
Graduate Planner	\$105 – \$150		
Senior Right of Way Specialist	\$140 – \$200		
Right of Way Specialist	\$90 – \$150		
Senior GIS Analyst	\$130 – \$215		
GIS Analyst	\$120 – \$185		
Project Design Leader	\$145 – \$230		
Lead Technician	\$125 – \$205		
Senior Technician	\$105 – \$165		
Technician	\$75 – \$145		
Graphic Designer	\$105 – \$170		
Administrative Professional	\$65 – \$160		

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.

SEH SCHEDULE OF EXPENSES – 2024

VEHICLE MILEAGE RATES

2024 IRS Rate \$0.67/mile

VEHICLE ALLOWANCE COSTS

Resident Project Representative \$16.00/day

Survey and Field Vehicle \$4.90/hour + \$0.67/mile

SURVEY EQUIPMENT

Robotic Total Station \$35.00/hour

Global Positioning System (GPS) \$35.00/hour

COMPUTER EQUIPMENT

Computer Charges per Direct Hour of Labor \$5.80/hour

OTHER EQUIPMENT EXPENSES

SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; and many others. Our equipment is frequently upgraded to utilize current technology. You will be charged for equipment usage per your agreement with SEH. Equipment not included on this list that is needed to complete a specific project will be scoped on a per project basis.

IDENTIFIABLE REPRODUCTION AND REPROGRAPHIC COSTS ⁽¹⁾

Item	8½x11	11x17	Large Format	Per Item
Black/White Copy (single sided, standard white paper)	\$0.07	\$0.24	\$0.95 + \$0.50/sq. ft.	
Color Copy (single sided, standard white paper)	\$0.46	\$1.02	\$0.95 + \$2.55/sq. ft.	
Mylar			\$5.00	
Laminated Foamcore - up to 30"x42" - larger than 40"x60"			\$40.00 \$75.00	
Binding - wire - comb				\$3.60 \$3.20
Covers - custom - standard				\$0.15 \$0.03
Tabs (white)				\$0.20
Mailing/Processing				UPS or USPS rates

- (1) SEH assumes that reports will be prepared and delivered electronically. On the occasion where reports or other reprographic services are needed, these reports and reprographic services will be scoped and costed on a per project basis determined by the need of the project and specific service requested.

Additional Information for Amendment

Certificate of Good Standing

PERA Questionnaire

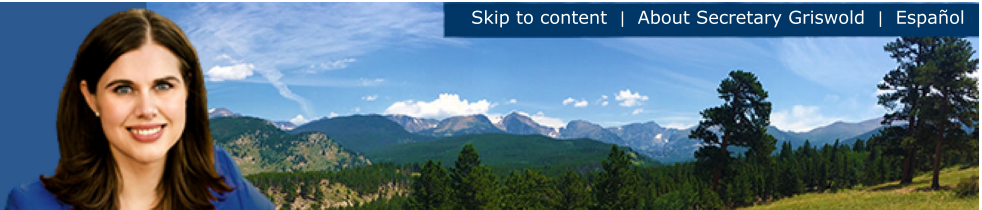
Insurance Certificate(s)



Colorado

Secretary of State

Jena Griswold



Skip to content | About Secretary Griswold | Español

For this Record...

- Filing history and documents
- Trade names
- Get a certificate of good standing
- File a form
- Subscribe to email notification
- Unsubscribe from email notification
- Subscribe to text notification
- Unsubscribe from text notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Name	Short-Elliott-Hendrickson, Incorporated		
Status	Good Standing	Formation date	01/22/2001
ID number	20011014839	Form	Foreign Corporation
Periodic report month	January	Jurisdiction	Minnesota
Principal office street address	3535 Vadnais Center Drive, St. Paul, MN 55110, United States		
Principal office mailing address	3535 Vadnais Center Drive, St. Paul, MN 55110, United States		

Registered Agent	
Name	United Agent Group Inc.
Street address	155 E. Boardwalk #490, Fort Collins, CO 80525, United States
Mailing address	155 E. Boardwalk #490, Fort Collins, CO 80525, United States

- [Filing history and documents](#)
- [Trade names](#)
- [Get a certificate of good standing](#)
- [Get certified copies of documents](#)
- [File a form](#)
- [Set up secure business filing](#)
- [Subscribe to email notification](#)
- [Unsubscribe from email notification](#)
- [Subscribe to text notification](#)
- [Unsubscribe from text notification](#)

Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Short-Elliott-Hendrickson, Incorporated

is an entity formed or registered under the law of Minnesota, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20011014839.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 05/08/2024 that have been posted, and by documents delivered to this office
electronically through 05/10/2024 @ 08:55:02.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 05/10/2024 @ 08:55:02 in accordance with applicable law.
This certificate is assigned Confirmation Number 16025393.



Jena Griswold

Secretary of State of the State of Colorado

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

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

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

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

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

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

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

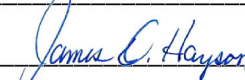
(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA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

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

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

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

Company Name: Short Elliott Hendrickson, Inc.

Authorized Signature:  Title: Principal

Printed Name: James D. Hayson Date: 06.04.2023



CERTIFICATE OF LIABILITY INSURANCE

12/1/2024

DATE (MM/DD/YYYY)

11/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED	1486214 SHORT-ELLIOTT-HENDRICKSON, INCORPORATED 3535 VADNAIS CENTER DRIVE ST. PAUL MN 55110-3507	INSURER(S) AFFORDING COVERAGE INSURER A: AXIS Surplus Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 26620	

COVERAGES ***** CERTIFICATE NUMBER: 18336766 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ Y ☒ N	N/A	NOT APPLICABLE			PER STATUTE E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	CYBER	N	Y	P-001-001032915-02	12/1/2023	12/1/2024	LIMIT: \$5,000,000 AGGREGATE DED: \$50,000

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

REF: SE11 161002, BID 21-075 RFQ - DESIGN AND ENGINEERING FOR DILLON AND FAGLERIDGE ROUNDABOUT. WAIVER OF SUBROGATION APPLIES ON CYBER POLICY AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

CANCELLATION

18336766

CITY OF PUEBLO, A MUNICIPAL CORPORATION
230 S. MECHANIC STREET
PUEBLO CO 81003

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

12/1/2024

DATE (MM/DD/YYYY)

11/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED	1486214 SHORT-ELLIOTT-HENDRICKSON, INCORPORATED 3535 VADNAIS CENTER DRIVE ST. PAUL MN 55110-3507	INSURER(S) AFFORDING COVERAGE INSURER A : AXIS Surplus Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 26620

COVERAGES *****

CERTIFICATE NUMBER: 18336812

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMPI/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	CYBER	N Y	P-001-001032915-02	12/1/2023	12/1/2024	LIMIT: \$5,000,000 AGGREGATE DED: \$50,000

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

RE: SEH 161002. BID 21-075 RFQ - DESIGN AND ENGINEERING FOR DILLON AND EAGLERIDGE ROUNDABOUT. WAIVER OF SUBROGATION APPLIES ON CYBER POLICY AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

CANCELLATION

18336812 COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) 5615 WILLS BOULEVARD PUEBLO CO 81008	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

10/1/2024

DATE (MM/DD/YYYY)

11/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No., Ext): FAX (A/C, No.): E-MAIL: ADDRESS:
INSURED	1480921 SHORT-ELLIOTT-HENDRICKSON, INCORPORATED 3535 VADNAIS CENTER DRIVE ST. PAUL, MN 55110-3507	INSURER(S) AFFORDING COVERAGE INSURER A: The Continental Insurance Company INSURER B: National Fire Insurance Co of Hartford INSURER C: Twin City Fire Insurance Company INSURER D: INSURER E: INSURER F:
		NAIC # 35289 20478 29459

COVERAGES ***** CERTIFICATE NUMBER: 18336755 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	Y	6079420587	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 S
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	Y	6079420699	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX S XXXXXXXX
A	☒ UMBRELLA LIAB EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED RETENTION \$	N	N	6079420590	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 S XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	6079421254	10/1/2023	10/1/2024	☒ PER STATUTE OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	CRIME	N	N	768754914	12/1/2023	12/1/2024	\$1,000,000 EMPLOYEE THEFT \$10,000 DEDUCTIBLE

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

CERTIFICATE HOLDER

CANCELLATION See Attachment

18336755
CITY OF PUEBLO, A MUNICIPAL CORPORATION
230 S. MECHANIC STREET
PUEBLO CO 81003

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

AUTHORIZED REPRESENTATIVE

John M. Agallo

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

RE: SEH 161002. BID 21-075 RFQ – DESIGN AND ENGINEERING FOR DILLON AND EAGLERIDGE ROUNDABOUT. THE CITY OF PUEBLO, ITS AGENTS, OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED ON GENERAL LIABILITY ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL, AUTO AND WORKERS COMPENSATION POLICIES AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER FOR GENERAL, AUTO AND WORKERS COMPENSATION POLICIES.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2024

DATE (MM/DD/YYYY)

11/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: The Continental Insurance Company INSURER B: National Fire Insurance Co of Hartford INSURER C: Twin City Fire Insurance Company INSURER D: INSURER E: INSURER F:
INSURED	1480921 SHORT-ELLIOTT-HENDRICKSON, INCORPORATED 3535 VADNAIS CENTER DRIVE ST. PAUL MN 55110-3507	NAIC # 35289 20478 29459

COVERAGES *****

CERTIFICATE NUMBER: 18336802

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	6079420587	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	Y	6079420699	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	N	N	6079420590	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	6079421254	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	CRIME	N	N	768754914	12/1/2023	12/1/2024	\$1,000,000 EMPLOYEE THEFT \$10,000 DEDUCTIBLE

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

CERTIFICATE HOLDER

CANCELLATION See Attachment

18336802 COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) 5615 WILLS BOULEVARD PUEBLO CO 81008	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

RE: SEH 161002. BID 21-075 RFQ – DESIGN AND ENGINEERING FOR DILLON AND EAGLERIDGE ROUNDABOUT. THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION, ITS AGENTS, OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED ON GENERAL LIABILITY ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL, AUTO AND WORKERS COMPENSATION POLICIES AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER FOR GENERAL, AUTO AND WORKERS COMPENSATION POLICIES.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: A RESOLUTION CHANGING THE BESSEMER II AND THE
BERKLEY/BEULAH II TRANSIT ROUTES TO THE NORTH SHOPPING
AND SOUTH SHOPPING ROUTES STARTING ON JUNE 3, 2024

SUMMARY:

The Resolution changes the Bessemer II and the Berkley/Beulah II to the North and South Shopping routes expanding service area and shortens commute times across the City providing a better service to the community without adding cost to the current service. Essentially re-purposing underperforming Transit routes into more beneficial commuter shopping routes.

PREVIOUS COUNCIL ACTION:

No previous Council Action.

BACKGROUND:

Pueblo Transit has continually operated a Bessemer II and a Berkley/Beulah II route to supplement a demand on those routes during peak operating times and over the years these two trailer routes have become underutilized and essentially nonproductive from their original conception. The re-envisioned routes South and North Side Shopping are a boost to the city by providing reliable transportation to destination shopping areas which has been asked for by the Pueblo Transit ridership. These routes more efficiently allow for new access in Pueblo with a faster commute time delivering time and increased satisfaction to the citizens of Pueblo.

FINANCIAL IMPLICATIONS:

There are no financial implications as the re-purposing is not adding service, just re-purposing existing service.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board of Directors approve this Resolution.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. northside_UPDATE_MAY_15
2. South_Shopping_Updated_DRAFT_4_01_2024
3. South Word Doc and Map
4. Northside word doc

RESOLUTION NO. 15643

A RESOLUTION CHANGING THE BESSEMER II AND THE
BERKLEY/BEULAH II TRANSIT ROUTES TO THE NORTH
SHOPPING AND SOUTH SHOPPING ROUTES STARTING ON
JUNE 3, 2024

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council of Pueblo approves, these route changes as written.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED: May 28, 2024

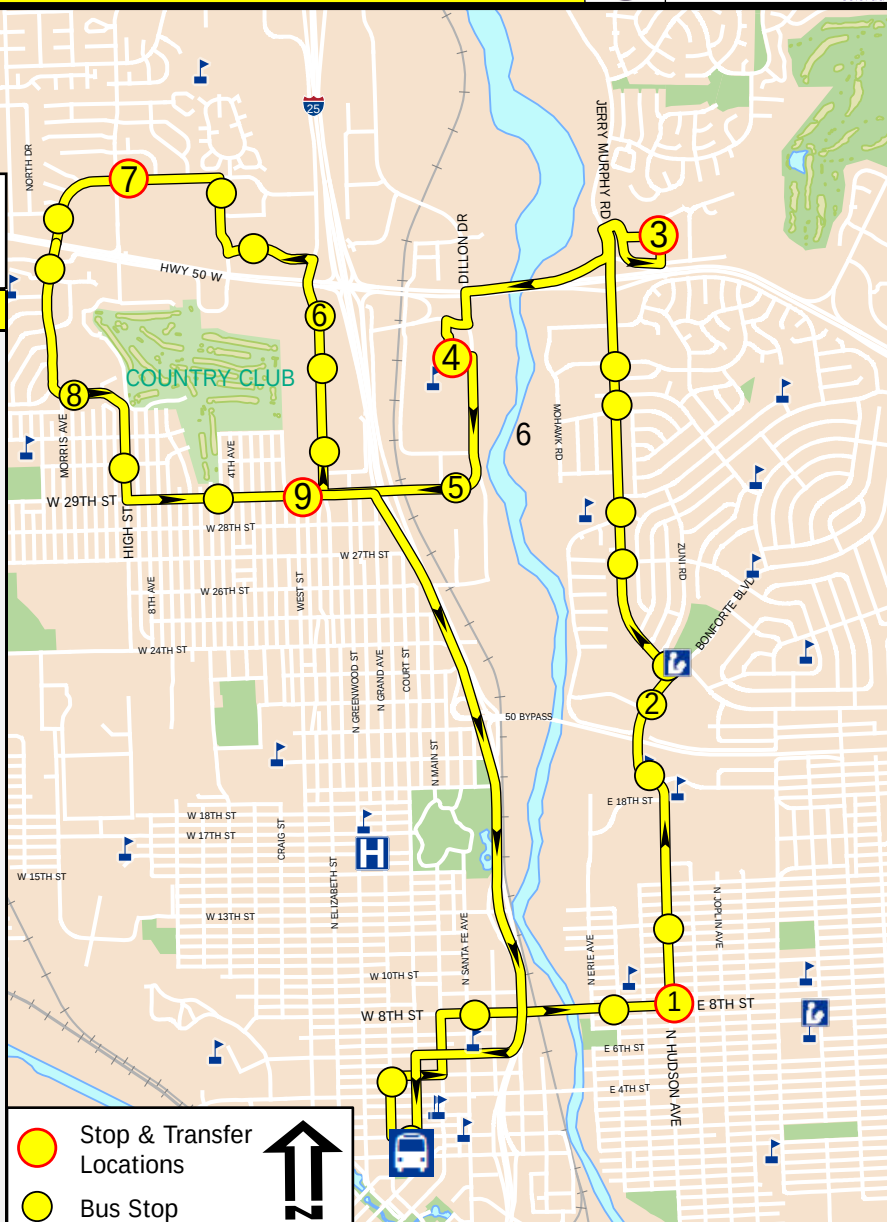
BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vincent Petkosek
DEPUTY CITY CLERK

North Shopping

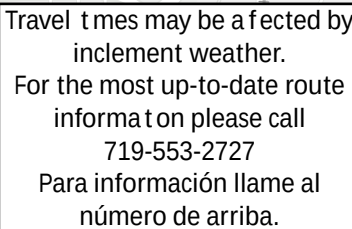
-  Stop & Transfer Locations
-  Bus Stop



MONDAY-FRIDAY

Page 64 of 404

city of
PUEBLO
colorado



INBOUND

Page 65 of 404

South Shopping Route

Purpose:

The South Shopping Route will give Pueblo Transit the option to substitute our current Bessmer/Berkely trailers with a Route designed to have multiple southside transfer locations. These transfer locations give our customers direct access to the shopping corridors located along Northern Ave and Pueblo Blvd.

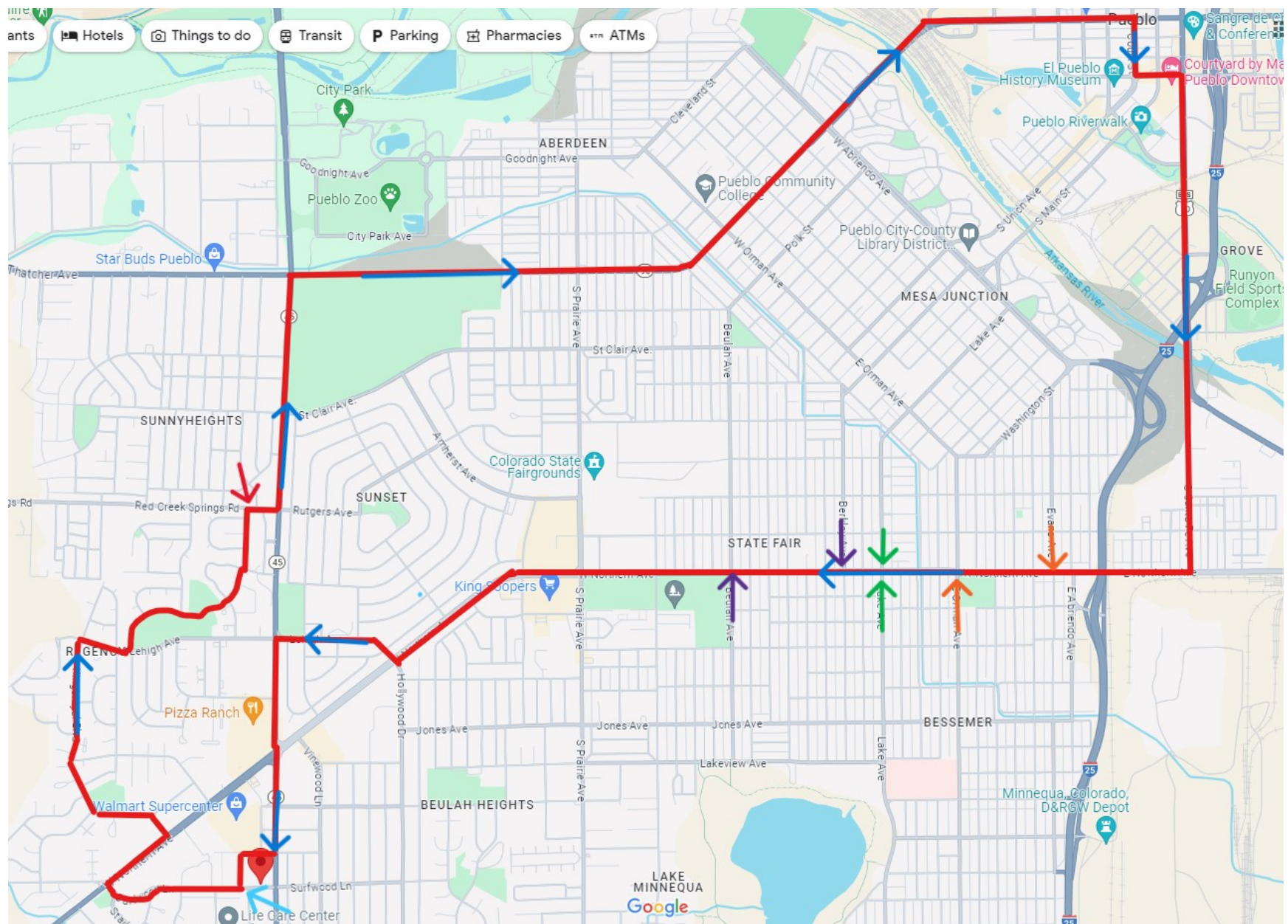
Additionally, this route provides service to four major Pueblo streets, and the Regency Neighborhood in directions not currently available.

1. South on Santa Fe from City Center to Northern Ave.
2. West on Northern from Santa Fe to Pueblo Blvd.
3. Pueblo Blvd from Red Creek Springs Rd. to Thatcher Ave.
4. East on Thatcher from Pueblo Blvd. to Orman.

Along with new service directions, this route will allow for transfers points with existing routes Lake, Bessemer, Berkely-Beulah, Highland Park, and the Red Creek. These transfer points will cut commuting time drastically for our customers.

Proposed Transfer Locations

1. **Bessemer #2:** Outbound at Northern and Evans, Inbound at Northern and E. Orman.
2. **Berkley #4:** Outbound at Northern and Berkley, inbound at Northern and Beulah.
3. **Highland Park #7:** Pueblo Blvd and Surfwood
4. **Red Creek #10:** Outbound at Red Creek Springs Rd. and Pueblo Blvd, Inbound at Santa Fe and Mesa.
5. **Lake #12:** Outbound and Inbound at Northern and Lake.



From Transit center:

Right on Court

Left on City Center

Right on Santa Fe Ave

Right on Northern

Right on Lehigh

Left on Pueblo Blvd

Right on Redwood

Left on Columbia

Right On Surfwood

Right on Northern

Left on Kingsroyal

Right on Lehigh

Left Regency Blvd

Right on Red Creek

Left on Pueblo Blvd

Right on Thatcher

Right on Court

Northside Shopping

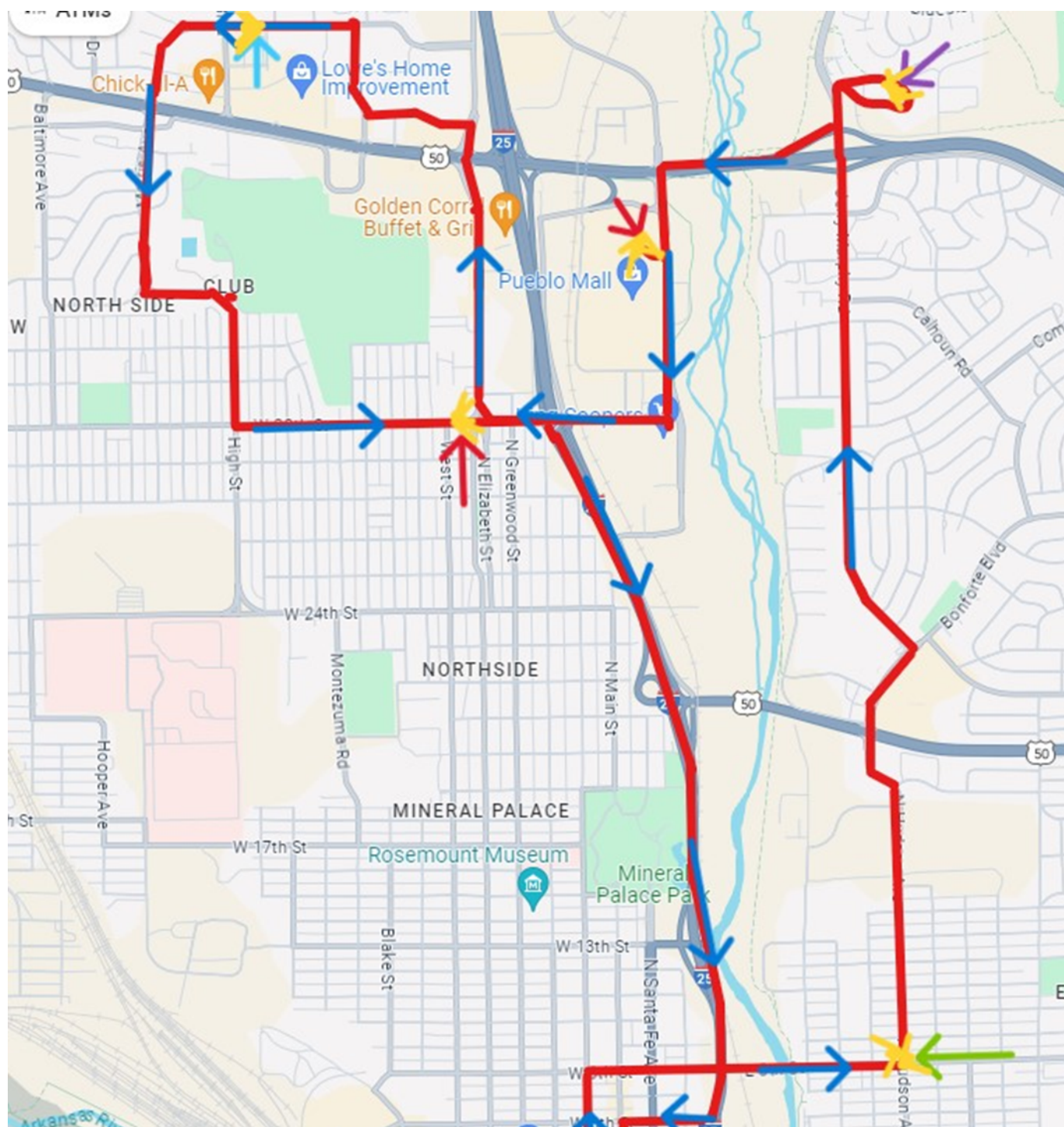
Purpose:

The Northside Shopping route will give Pueblo Transit the option of substituting our Eastside/Irving trailers with a route designed to have transfer points that eliminate commuting time drastically for our customers.

This route will use most of the existing Transit stops to help better serve our customers' needs when wanting direct service to dining and shopping. One key addition being restaurants located along Elizabeth.

Transfer locations.

1. **Eastside #1, Belmont #10:** This 8th and Hudson Transfer will allow our eastside customers direct access to the Belmont shopping center, University shopping center, Pueblo Mall, Target, King soppers, restaurants and shopping on Elizabeth St., and Hwy 50 Shopping (Lowe's, Albertsons) and Dinning.
2. **University #9:** This transfer at Big Lots will allow customers from the Eastside, Belmont, and CSUP direct access to the Pueblo Mall, Target, King Soopers, Shopping and restaurants on Elizabeth and Hwy 50.
3. **Mall #6:** Customers of the North Shopping route who wish to get to Walmart or the Pueblo Crossing shopping center can make the transfer to the Mall route.
4. **Hwy 50 #8:** The transfer point at Fortino and Outlook will allow customers of the North Shopping Route to transfer onto the 50 for access West to points like ParkWest Medical, YMCA, and Centennial High School.
5. **Mall #6:** The transfer point at 29th and Elizabeth will also the Shopping Route customers to Transfer on to the Mall route going south for locations such as Parkview and Mineral Palace.



From Transit Center:

Right on Grand

Right on 8th

Left on Hudson

Left on Jerry Murphy

Right on Desert Flower Blvd (Circle around and back out)

Left on Jerry Murphy

Right onto W. 47

Left on Dillon Dr.

Right into Dillard's Parking lot and back out south on Dillion

Merge onto W 29th from Dillion Dr.

Right on N Elizabeth St.

Left on Patty Dr

Right on Club Manor

Left on Fortino

Cross 50 and Continue down Morris Ave.

Merge left on 32nd from Morris Ave down High St.

Left on 29th

Right/merge onto I-25 south

Exit 99A (E. 6th St.), left onto Court and into Transit Center.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ROBERT CHILDERS TO SERVE A FOUR-YEAR TERM EXPIRING JUNE 1, 2028, ON THE BOARD OF ELECTIONS

SUMMARY:

This Resolution confirms the appointment by the Mayor of Robert Childers to complete a four-year term expiring June 1, 2028 on the Board of Elections.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the normal term expiration of Sharon Sullenberger, there is one spot available to serve a four-year term expiring June 1, 2028 on the Board of Elections. Following an announcement on the City's webpage, the Pueblo Chieftain, and on social media seeking volunteers to serve on this committee, three applications were received. After interviewing the candidates, the Mayor appointed Mr. Childers.

FINANCIAL IMPLICATIONS:

Members of the Board of Elections are paid \$25 per meeting attended. These monies are allocated in the City Clerk's annual budget.

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. 15644

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF ROBERT CHILDERS TO SERVE A FOUR-YEAR
TERM EXPIRING JUNE 1, 2028, ON THE BOARD OF
ELECTIONS

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of
her appointment of Robert "Bob" Childers to the Board of Elections; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Robert Childers to the Board of Elections to serve a
four-year term expiring June 1, 2028, shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: May 28, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vincent Petkosek
DEPUTY CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: A RESOLUTION APPOINTING COUNCILOR MARK ALIFF TO THE
HISTORIC ARKANSAS RIVERWALK OF PUEBLO AUTHORITY BOARD
OF DIRECTORS

SUMMARY:

This Resolution appoints City Council Member Mark Aliff to the Historic Arkansas Riverwalk of Pueblo Authority Board of Directors for a term expiring January 31, 2025.

PREVIOUS COUNCIL ACTION:

Resolution No. 15522, section 5, dated February 26, 2024, appointed Charles Hernandez to the Historic Arkansas Riverwalk of Pueblo Authority Board of Directors. Mr. Hernandez has resigned from this position.

BACKGROUND:

Annual appointments are made assigning a City Council representative to serve on Boards and Commissions where it is either required by legislation that a Council Member be a member, or it has been the policy to have a Council Member serve on a particular Board or Commission. The existing appointee, Charles Hernandez, has resigned from this position, requiring a new appointment.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council has the option of appointing a member of City Council other than Mr. Aliff to the Board.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15645

A RESOLUTION APPOINTING COUNCILOR MARK ALIFF TO
THE HISTORIC ARKANSAS RIVERWALK OF PUEBLO
AUTHORITY BOARD OF DIRECTORS

WHEREAS, on February 26, 2024, City Council confirmed the appointment of Charles Hernandez to the Historic Arkansas Riverwalk of Pueblo Authority Board of Directors for a one-year term expiring January 31, 2025; and

WHEREAS, Councilor Hernandez has since resigned from this position; NOW,
THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Mark Aliff is hereby appointed to the Historic Arkansas Riverwalk of Pueblo Authority Board for a term expiring January 31, 2025.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: May 28, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vincent Petkosch
DEPUTY CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE TRANSFERRING \$1,000,000.00 FROM WW9999 TO WW1402, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$3,974,073.00 TO MILLER PIPELINE, LLC, AND SETTING FORTH \$1,710,000.00 FOR CONTINGENCIES, FOR PROJECT NO. 24-049 (WW1402) SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

Attached is an Ordinance transferring \$1,000,000.00 from Project Account WW9999, Projects to be Determined to Project Account WW1402, Otero Blvd Extension and awarding a construction contract to Miller Pipeline LLC for Project No. 24-049 (WW1402), Southern Colorado Clinic Sanitary Sewer Outfall Project. The project will construct a 21-inch sanitary sewer main along the Wildhorse Creek to the north property boundary of the Young Men's Christian Association (YMCA).

PREVIOUS COUNCIL ACTION:

On September 27, 2021, by Resolution No. 14724, City Council approved the expenditure of \$2,000,000.00 in American Rescue Plan Act (ARPA) funds to be used for constructing sewer infrastructure.

On November 28, 2022, by Resolution No. 15078, City Council approved an additional expenditure of \$1,000,000.00 in ARPA funds to be used for the sewer project.

BACKGROUND:

This project will consist of constructing 6,138 linear feet of 21-inch sanitary sewer main and related appurtenances along and crossing Wildhorse Creek. The proposed pipe will be constructed through bedrock and varying levels of groundwater.

FINANCIAL IMPLICATIONS:

The funds in the amount of \$1,000,000.00 are being transferred from Project Account WW9999, Projects to be Determined to Project Account WW1402, Otero Blvd Extension.

The cost of the construction project no. 24-049, Southern Colorado Clinic Sanitary Sewer Outfall, was bid at \$3,974,073.00 with contingencies of \$1,710,000.00. Funds for the project will be paid from two project accounts. \$3,000,000.00 will be paid from Project Account CI2113, ARPA – Southern Colorado Clinic Sanitary Sewer Outfall and \$974,073.00 will be paid from the Sewer User Funds which have been budgeted and appropriated to the WW1402 project account.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Failure to approve this ordinance would cancel this project and deter future development.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 05-27-24 24-049 Southern Colorado Clinic Sanitary Sewer Outfall Project Attachment

ORDINANCE NO.

AN ORDINANCE TRANSFERRING \$1,000,000.00 FROM WW9999 TO WW1402, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$3,974,073.00 TO MILLER PIPELINE, LLC, AND SETTING FORTH \$1,710,000.00 FOR CONTINGENCIES, FOR PROJECT NO. 24-049 (WW1402) SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, proposals for Project No. 24-049 (WW1402), Southern Colorado Clinic Sanitary Sewer Outfall Project have been received and examined; and

WHEREAS, the proposal of Miller Pipeline, LLC of Pueblo, Colorado was the lowest of those bids determined to be responsible, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-049 (WW1402) Southern Colorado Clinic Sanitary Sewer Outfall Project to be performed; NOW, THEREFORE,

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

SECTION 1.

Funds in the amount of \$1,000,000.00 are hereby transferred from Project Account WW9999, Projects to be Determined into Project Account WW1402, Otero Blvd Extension, and budgeted and appropriated for Project No. 24-049 (WW1402) Southern Colorado Clinic Sanitary Sewer Outfall Project.

SECTION 2.

City Council authorizes Project No. 24-049 (WW1402), Southern Colorado Clinic Sanitary Sewer Outfall Project, to be performed, and the contract for said project is hereby awarded to Miller Pipeline, LLC, in the amount of \$3,974,073.00.

SECTION 3.

Funds for Project No. 24-049 (WW1402) will be paid from two project accounts - \$3,000,000.00 will be paid from Project Account CI2113, ARPA – Southern Colorado Clinic Sanitary Sewer Outfall, and \$974,073.00 will be paid from Project Account WW1402, Otero Blvd Extension.

SECTION 4.

In addition to the amount of the contract award set forth, an additional amount of \$1,710,000.00 from Project Account WW1402 is hereby authorized for contingencies and additional work.

SECTION 5.

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

SECTION 6.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance and the contract 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 _____.

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



EVALUATION TABULATION
IFB No. 24-049
Southern Colorado Clinic Sanitary Sewer Outfall
RESPONSE DEADLINE: April 17, 2024 at 2:00 pm
Report Generated: Wednesday, April 17, 2024

VENDOR TOTALS

Vendor	Total
Miller Pipeline, LLC	\$3,974,073.00
Garney Companies, Inc.	\$9,529,982.00

EVALUATION TABULATION

IFB No. 24-049

Southern Colorado Clinic Sanitary Sewer Outfall

BASE BID

Base Bid					Garney Companies, Inc.		Miller Pipeline, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Mobilization , Bonds and Insurance	1	LS	\$400,000.00	\$400,000.00	\$168,000.00	\$168,000.00
X	2	Conformance with GESC Plans and Permits	1	LS	\$210,000.00	\$210,000.00	\$100,000.00	\$100,000.00
X	3	Trench Stabilization Material	120	TN	\$147.00	\$17,640.00	\$145.00	\$17,400.00
X	4	Concrete Encasement of Sewerline	305	LF	\$1,524.00	\$464,820.00	\$920.00	\$280,600.00
X	5	21-inch PVC Sanitary Sewer (0 - 9.9')	75	LF	\$1,026.00	\$76,950.00	\$176.00	\$13,200.00
X	6	21-inch PVC Sanitary Sewer (10 - 14.9')	125	LF	\$1,026.00	\$128,250.00	\$218.00	\$27,250.00
X	7	21-inch PVC Sanitary Sewer (15 - 19.9')	2480	LF	\$1,026.00	\$2,544,480.00	\$244.00	\$605,120.00
X	8	21-inch PVC Sanitary Sewer (20 - 24.9')	2272	LF	\$1,026.00	\$2,331,072.00	\$286.00	\$649,792.00
X	9	21-inch PVC Sanitary Sewer (25 - 29.9')	1026	LF	\$1,026.00	\$1,052,676.00	\$342.00	\$350,892.00
X	10	21-inch PVC Sanitary Sewer (30 - 34.9')	160	LF	\$1,026.00	\$164,160.00	\$436.00	\$69,760.00
X	11	6-inch Sanitary Sewer Service Lateral Stubout (10-foot long)	3	EA	\$40,000.00	\$120,000.00	\$7,000.00	\$21,000.00
X	12	5-foot Dia Lined, Concrete Manhole (15-19.9' Depth)	8	EA	\$65,000.00	\$520,000.00	\$16,400.00	\$131,200.00
X	13	5-foot Dia Lined, Concrete Manhole (20-24.9' Depth)	4	EA	\$85,000.00	\$340,000.00	\$20,650.00	\$82,600.00
X	14	5-foot Dia Lined, Concrete Manhole (25-29.9' Depth)	3	EA	\$85,000.00	\$255,000.00	\$24,975.00	\$74,925.00
X	15	5-foot Dia Lined, Concrete Manhole (30-34.9' Depth)	2	EA	\$114,000.00	\$228,000.00	\$29,575.00	\$59,150.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Southern Colorado Clinic Sanitary Sewer Outfall

Page 2

EVALUATION TABULATION

IFB No. 24-049

Southern Colorado Clinic Sanitary Sewer Outfall

Selected	Line Item	Base Bid			Garney Companies, Inc.		Miller Pipeline, LLC	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	16	Connect to Existing Sanitary Sewer System	1	EA	\$350,000.00	\$350,000.00	\$68,800.00	\$68,800.00
X	17	Seeding and Surface Restoration	1	LS	\$119,500.00	\$119,500.00	\$61,075.00	\$61,075.00
X	18	Chain Link Fence	2425	LF	\$39.00	\$94,575.00	\$43.00	\$104,275.00
X	19	12-Foot Wide, Gravel Maintenance Road	4902	LF	\$23.00	\$112,746.00	\$17.00	\$83,334.00
X	20	Rock Excavation and Removal	11300	LF/FT	\$0.01	\$113.00	\$89.00	\$1,005,700.00
Total						\$9,529,982.00		\$3,974,073.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Southern Colorado Clinic Sanitary Sewer Outfall

Page 3

EVALUATION TABULATION
IFB No. 24-049
Southern Colorado Clinic Sanitary Sewer Outfall

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Garney Companies, Inc.	Miller Pipeline, LLC
BID GUARANTEE	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass
CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS	Pass	Pass
Listing of Any Changes	Pass	Pass
SAM.gov REGISTRATION	Pass	Pass
ACKNOWLEDGEMENTS		
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass
SPECIAL FUNDING REQUIREMENTS	Pass	Pass
CERTIFICATION REGARDING BYRD ANTI-LOBBYING	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass
Has/is this firm or any officer or partner of this firm:		
Convicted of a criminal offense	Pass	Pass
Convicted under state or federal statutes	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass
Failed to perform	Pass	Pass
Suspension or Debarment	Pass	Pass
Unqualified	Pass	Pass
Unlicensed	Pass	Pass

EVALUATION TABULATION

IFB No. 24-049

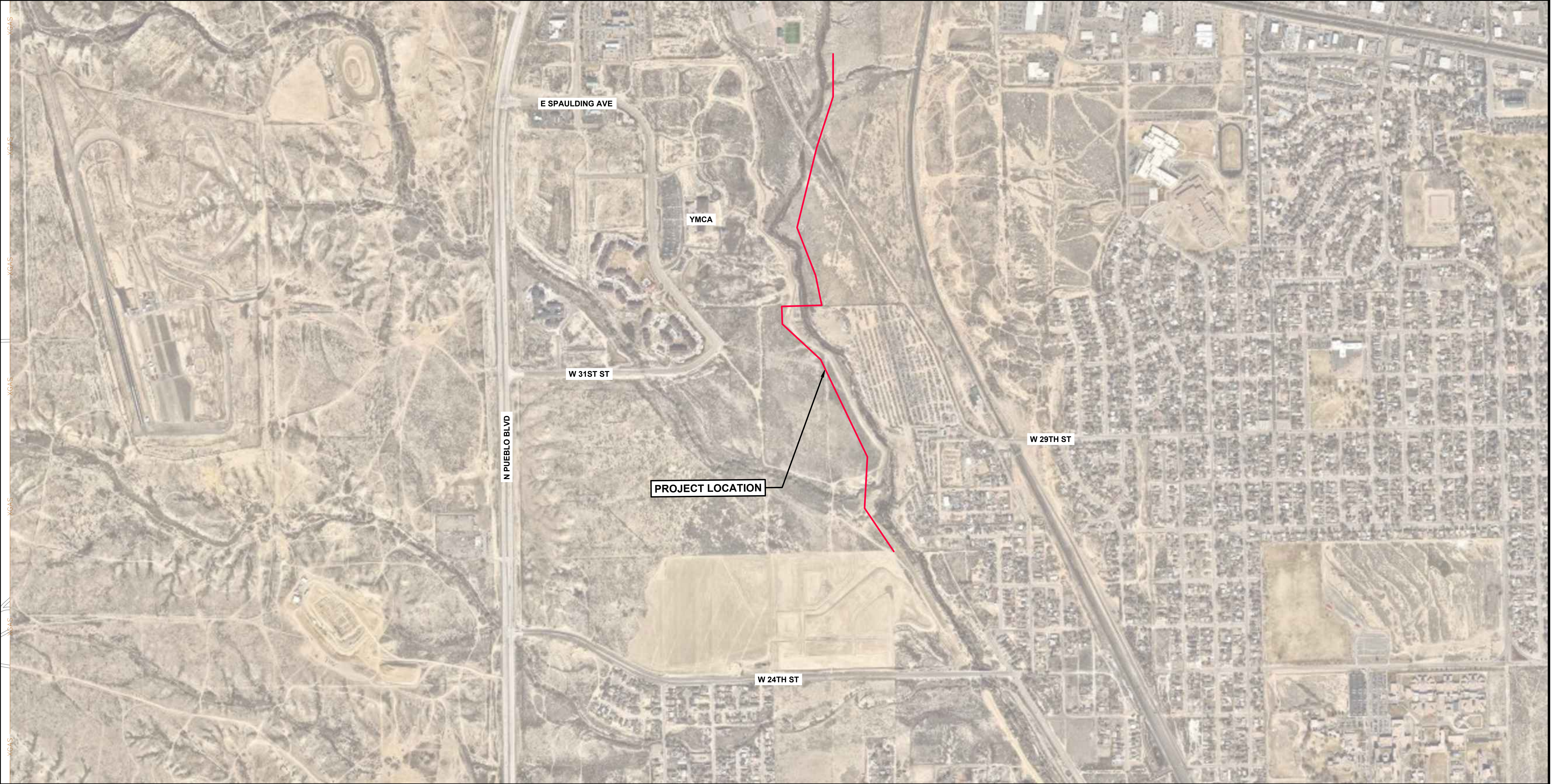
Southern Colorado Clinic Sanitary Sewer Outfall

Question Title	Garney Companies, Inc.	Miller Pipeline, LLC
Delinquent	Pass	Pass
Confirmation	Pass	Pass

SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL PROJECT

CITY OF PUEBLO, COLORADO

PROJECT NO. 24-049



NO.	REVISIONS	BY	DATE	APPROVAL



WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = 500'
SCALE (V): 1" = NA
DESIGNED BY: S.M.
CHECKED BY: S.M.
APPROVED BY: S.M.
DATE: 5/13/2024

PROJECT #24-049
SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL PROJECT
LOCATION MAP



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT ACCOUNT CI2442, ASPHALT ART AND GATEWAYS PROJECT, ACCEPTING A SMALL DOLLAR GRANT FROM THE COLORADO DEPARTMENT OF TRANSPORTATION, IN THE AMOUNT OF \$248,300, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$248,300, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance establishes Project Account CI2442 for Asphalt Art and Gateways Project, approves a purchase order for funding in the amount of \$248,300 from the State of Colorado, Colorado Department of Transportation (CDOT), and budgets and appropriates funds totaling \$248,300 into Project No. CI2442 - Asphalt Art and Gateways Project

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The City applied for and was awarded a grant to install asphalt art, gateways and lighting improvements in Pueblo's downtown and Bessemer neighborhoods. This Ordinance establishes the Asphalt Art and Gateways Project CI2442, and accepts the grant purchase order from CDOT.

The Mayor has reckoned with the truth about a century of underinvestment in Pueblo's downtown and Bessemer neighborhoods and now emphasizes the revitalization and redressing of the areas' main streets. City Center and Northern Avenue are arterial roads in Pueblo's downtown and the Bessemer neighborhoods, respectively, for all modes but present significant safety and equity challenges – and a lack of beautification. The installation of Asphalt Art (intersection murals and crosswalk art), bold gateways, and lighting improvements will support an arts-driven street redesign

project that will improve safety, revitalize public spaces, reshape the way people experience Pueblo's main streets, and engage Pueblo's residents in the solution.

The City of Pueblo has committed to provide a total of \$349,290 of in-kind match through budget and project oversight, grant accounting, legal counsel, materials to refresh the project as needed, labor and equipment to remove the project at the end of the life, and electrical engineering planning and execution to reconnect Plaza light power.

FINANCIAL IMPLICATIONS:

Funds that will be made available through the purchase order of \$248,300.00 shall be budgeted and appropriated into the Asphalt Art and Gateways Project, CI2442.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the Revitalizing Main Streets (RMS) Opportunity 2: Small Multimodal and Economic Resiliency Grant.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. PO0411038164
2. POTermsConditions_AfterDecember2023

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT ACCOUNT CI2442, ASPHALT ART AND GATEWAYS PROJECT, ACCEPTING A SMALL DOLLAR GRANT FROM THE COLORADO DEPARTMENT OF TRANSPORTATION, IN THE AMOUNT OF \$248,300, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$248,300, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Asphalt Art and Gateways Project CI2442, is hereby established.

SECTION 2.

Purchase Order No. 411038164 issued by the State of Colorado by and through the Colorado Department of Transportation dated April 1, 2024 and the associated terms and conditions attached hereto are hereby approved. The Mayor is authorized to execute said Purchase Order for and on behalf of the City, and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

Funds in the amount of \$248,300 are hereby budgeted and appropriated for the Asphalt Art and Gateways Project.

SECTION 4.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance and Purchase Order 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

Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

DATE: 04/01/2024



Purchase Order
State of Colorado

Buyer: Phillip Caldwell
Phone Number: 303-757-9756
Agency Contact: KAREN Rand (Peterson)
Phone Number: 970-903-0734

IMPORTANT
The PO# and Line# must appear on all invoices, packing slips, cartons and correspondence

PO# 411038164
Award#:
BID#:



Page# 1 of 1

Vendor Master#: 2000036
Phone: 719-553-2643
Vendor Contact:

V
E
N
D
O
R
CITY OF PUEBLO
150 CENTRAL MAIN STREET
PUEBLO CO 81003

Invoice
TO: CDOT DTD Business Office
2829 W. Howard Place
Denver CO 80204

Payment will be made by this agency

Ship
TO: Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

Delivery/Installation Date: 07/31/2025

INSTRUCTIONS TO VENDOR

1. If for any reason, delivery of this order is delayed beyond the delivery/Installation date shown, please notify the agency contact named at the top left (Right of cancellation is reserved in instances in which timely delivery is not made). 2. All chemicals, equipment and materials must conform to the standards required by OSHA. 3. NOTE: Additional terms and conditions on reverse side or at address shown in Special Instructions.

SPECIAL INSTRUCTIONS
*The Small Dollar Grant Award Terms and Conditions supersede CDOT's Standard Terms and Conditions and can be found on our website:
<https://www.codot.gov/business/procurement-and-contract-services> or directly at:
https://drive.google.com/file/d/1SPHvQQpes69ghjik3Gf_aOBUoCGjBo2B/view

LINE	PRODUCT NUMBER PRODUCT CATEGORY DESCRIPTION	UOM PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00001	96100 24-HTD-ZB- 02681_PuebAsphaltArt&Ga twy	AU 7001	248,300.00	1.00	248,300.00

FY23-24-24 Revitalizing Main Streets Program Project
Project Manager: Morgan Olsen

The Revitalizing Main Streets grant is intended to help the City of Pueblo # Asphalt Art and Gateways project.

Purchase Order number must be shown on all invoices. The amount shown on the Purchase Order is the total grant amount awarded by CDOT and shall be the maximum amount reimbursable to the Grantee. The Grantee is responsible for the minimum 10% required local match and any overage in project cost.

Project End Date: 7/31/2025

DOCUMENT TOTAL: 248,300.00

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS
<https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions>
DP-01 (R-02/06)

FOR THE STATE OF COLORADO

Authorized Signature Date

Signature not required if PO transmitted electronically.

State of Colorado Purchase Order Terms and Conditions

1. Offer/Acceptance. This Purchase Order, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, and Addendum 2: Additional Terms and Conditions for Federal Provisions, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "PO") shall represent the entire and exclusive agreement between the State and the Vendor. If this PO refers to Vendor's bid or proposal, this PO is an ACCEPTANCE of Vendor's OFFER TO SELL in accordance with the terms and conditions of this PO. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to Vendor's acceptance, demonstrated by Vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order accepting the counter-offer is issued in accordance with §4 accepting a counter-offer. The State shall not be responsible or liable for goods or services delivered or performed prior to issuance of this PO.

2. Order of Precedence. In the event of a conflict or inconsistency within this PO, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(a)** If applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; **(b)** the Purchase Order document; **(c)** these Terms and Conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below); and **(d)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Any terms and conditions included on Vendor's forms or invoices not included in this PO are void.

3. Safety Information. All chemicals, equipment, and materials proposed or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment, or hazardous materials at the time of delivery.

4. Changes. Vendor shall furnish goods or services in strict accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by the State and accepted by Vendor. If this PO is for goods only and Vendor has not delivered the goods prior to the expiration of this PO, but Vendor delivers all of the goods to the State only after expiration of this PO, then the State, in its sole discretion, may accept the goods under this PO by extending this PO and delivering the modification to Vendor; however, regardless of anything to the contrary, if the State does not extend this PO for any reason then the goods delivered after expiration of this PO shall be deemed rejected, Vendor shall arrange the return of all delivered goods at Vendor's sole expense, and the State shall have no liability for any such goods.

5. Delivery. Unless otherwise specified in this PO, delivery shall be FOB destination, freight prepaid and allowed. The State is relying on the promised delivery date and any installation or service performance set forth in this PO as material and basic to the State's acceptance. If Vendor fails to deliver or perform as and when promised, the State, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge Vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

6. Rights to Materials. *[Not Applicable to POs issued either in whole or in part for Information Technology, as defined in CRS § 24-37.5-102(2); which shall be governed by Addendum 1 §B.]* Unless specifically stated otherwise in this PO, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Vendor or delivered by Vendor to the State in performance of its obligations under this PO shall be the exclusive property of the State. Vendor shall return or deliver all Materials to the State upon completion or termination of this PO.

7. Reporting. If Vendor 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 PO or may affect Vendor's ability to perform its obligations under this PO, Vendor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Vendor shall disclose, in a timely manner, in writing to the State all violations of federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting this PO. The State may impose any remedies available, which may include, without limitation, suspension or debarment.

8. Conflicts of Interest. Vendor acknowledges that with respect to this PO, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Vendor shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Vendor's obligations to the State hereunder. If a conflict or appearance of a conflict of interest exists, or if Vendor is uncertain as to such, Vendor 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 with respect to the actual or apparent conflict constitutes a breach of this PO. Vendor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Vendor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this PO.

9. Warranties. All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("UCC"), relating to implied or express warranties for goods are incorporated herein, in addition to any warranties contained in this PO.

10. Inspection and Acceptance. The State's final acceptance of goods or services is contingent upon completion of all applicable inspection procedures. All goods delivered shall be newly manufactured and the current model, unless otherwise specified. The State shall have the right to inspect goods or services provided under this PO at all reasonable times and places. The State shall be the sole judge in determining "equals" with regard to conformance with the specifications outlined in this PO for quality, price, and performance. If any of the goods or services do not conform to this PO, the State, at its sole discretion, may require Vendor to either **(a)** replace the goods specified by the State or **(b)** perform the services again, without additional payment from the State. When defects in the quality or quantity of goods or services cannot be corrected by replacement or re-performance, the State may **(c)** require Vendor to take necessary action to ensure that future performance conforms to this PO and **(d)** equitably reduce the payment due Vendor to reflect the reduced value of the goods or services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

11. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes.

12. Payment. The State shall not pay Vendor any amount for performance under this PO in excess of the Document Total set forth on the Purchase Order document. The State shall pay Vendor for all amounts due within 45 days after the State's receipt of goods or services and acceptance of a correct invoice of amount due. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Vendor shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The State may benefit from any early payment discount offered by Vendor by making payment within the timeframes required by Vendor to be eligible for such discount. If Vendor offers an early payment discount, then the discount shall be shown on Vendor's invoices to the State, and if the State makes payment on the invoice within the time frame for the discount, Vendor shall either **(a)** accept the payment amount less the appropriate discount or **(b)** refund the discount back to the State. Except as specifically agreed in this PO, Vendor shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this PO.

13. Assignment. Vendor's rights and obligations under this PO shall not be transferred or assigned without the prior, written consent of the State and execution of a new PO. Any attempt at assignment or transfer without such consent and new PO shall be void. Any new PO approved by the State shall be subject to the same terms and conditions as those set forth in this PO.

14. Subcontracts. Unless otherwise specified in this PO, Vendor shall not enter into any subcontract in connection with its obligations under this PO without the prior, written approval of the State. Vendor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Vendor in connection with this PO 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 PO.

15. Severability. The invalidity or unenforceability of any provision of this PO shall not affect the validity or enforceability of any other provision of this PO, which shall remain in full force and effect, provided, that the parties can continue to perform their obligations in accordance with the intent of this PO.

16. Survival of Certain PO Terms. Any provision of this PO that imposes an obligation on a party after termination or expiration of this PO shall survive the termination or expiration of this PO and shall be enforceable by the other party.

17. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this PO does not and is not intended to confer any rights or remedies upon any person or entity other than the parties. Enforcement of this PO and all rights and obligations hereunder is reserved solely to the parties. Any services or benefits which third parties receive as a result of this PO are incidental to this PO, and do not create any rights for such third parties.

18. Waiver. A party's failure or delay in exercising any right, power, or privilege under this PO, 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.

19. Indemnification. [Not Applicable to Inter-governmental POs] Vendor 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 Vendor, or its employees, agents, subcontractors, or assignees in connection with this PO. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information.

20. Notice. All notices given under this PO shall be in writing, and shall be delivered to the contacts for each party listed on the Purchase Order document. Either party may change its contact or contact information by notice submitted in writing to the other party without a formal modification to this PO.

21. Insurance. Except as otherwise specifically stated in this PO, Vendor shall obtain and maintain insurance as specified in this section at all times during the term of this PO: **(a)** workers' compensation insurance as required by state statute, and employers' liability insurance covering all Vendor employees acting within the course and scope of their employment; **(b)** Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire; and **(c)** Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Vendor will or may have access to any protected information, then Vendor shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of this PO. Additional insurance may be required as provided elsewhere in this PO. All insurance policies required by this PO shall be issued by insurance companies with an AM Best rating of A-VIII or better. This insurance requirement shall not apply if this PO is solely for goods, as determined by the State, unless specifically

stated otherwise in this PO or any attachment or exhibit to this PO. If Vendor is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Vendor shall instead comply with the Colorado Governmental Immunity Act. The State shall be named as additional insured on all commercial general liability policies required of Vendor. All insurance policies secured or maintained by Vendor in relation to this Purchase Order shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Vendor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

22. Termination Prior to Vendor Acceptance. If Vendor has not begun performance under this PO, the State may cancel this PO by providing written notice to the Vendor.

23. Termination for Cause. (a) If Vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified in this PO, the State may notify Vendor in writing of non-performance and, if not corrected by Vendor within the time specified in the notice, terminate Vendor's right to proceed with this PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated. (b) Vendor shall be liable for excess costs incurred by the State in procuring similar goods or services and the State may withhold such amounts as the State deems necessary. (c) If after rejection, revocation, or other termination of Vendor's right to proceed under the UCC or this clause, the State determines for any reason that Vendor was not in default or the delay was excusable, the rights and obligations of the State and Vendor shall be the same as if the notice of termination had been issued pursuant to termination under §24.

24. Termination in Public Interest. The State is entering into this PO for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, or Courts. If this PO ceases to further the public interest of the State as determined by its Governor, General Assembly, or Courts, the State, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by §23. A determination that this PO should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Vendor specifying the part of this PO terminated and when termination becomes effective. Upon receipt of notice of termination, Vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, the State shall pay (a) reasonable settlement expenses, (b) this PO price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. For existing goods, the State shall pay (e) reasonable settlement expenses, (f) the PO price for goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered goods, and (h) a reasonable profit for the preparatory work. The State's termination liability under this section shall not exceed the total PO price. As a condition for payment under this section, Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as requested by the State.

25. Funds Availability. Financial obligations of the State payable after the State's current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. The State represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

26. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or

condition of this PO 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.

27. Independent Contractor. Vendor shall perform its duties under this PO as an independent contractor and not as an employee. Neither Vendor nor any agent or employee of Vendor shall be deemed to be an agent or employee of the State. Vendor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Vendor 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 Vendor or any of its agents or employees. Vendor shall pay when due all applicable employment taxes, income taxes and local head taxes incurred pursuant to this PO. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

28. Compliance with Law. Vendor 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.

29. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental POs] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this PO. The UCC shall govern this PO in the case of goods unless otherwise agreed in this PO. 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 PO shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Vendor shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State.

30. Prohibited Terms. Nothing in this PO shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this PO that requires the State to indemnify or hold Vendor harmless; requires the State to agree to binding arbitration; limits Vendor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

31. Vendor Offset and Erroneous Payments. [Not Applicable to Inter-governmental POs or to POs issued solely for goods] The State Controller may withhold payment under the State's Vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, *et seq.*; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** 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 Vendor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Vendor by deduction from subsequent payments under this PO, deduction from any payment due under any other contracts, grants or agreements between the State and Vendor, or by any other appropriate method for collecting debts owed to the State.

ADDENDUM 1: Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS PO IS INFORMATION TECHNOLOGY, AS DEFINED IN
CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS PO.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a) “Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(b) “CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(c) “HIPAA”** means the federal Health Information Portability and Accountability Act; **(d) “Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; **(e) “PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(f) “PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by HIPAA; **(g) “PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et. seq.*, C.R.S. ; **(h) “State Confidential Information”** means any and all State Records not subject to disclosure under the Colorado Open Records Act, CRS §§24-72-200.1, *et seq.* (“CORA”), and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA; **(i) “State Records”** means any and all State data, information, and records, regardless of physical form; **(j) “Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) “Work Product”** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this PO, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Vendor in the performance of its obligations under this PO shall be the exclusive property of the State (collectively, “State Materials”). Vendor shall deliver all State Materials to the State upon completion or termination of this PO. The State’s exclusive rights in any Work Product prepared by Vendor shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Vendor shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Vendor’s obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate

records relating to **(a)** its use of all Vendor and third party software licenses and rights to use any Vendor or third party software granted under this PO and its attachments to which the State is a party and **(b)** all amounts payable to Vendor pursuant to this PO and its attachments and the State's obligations under this PO or to any amounts payable to Vendor in relation to this PO, which records shall contain sufficient information to permit Vendor to confirm the State's compliance with the use restrictions and payment obligations under this PO or to any third-party use restrictions to which the State is a party. Vendor retains the exclusive rights, title and ownership to any and all pre-existing materials owned by or licensed to Vendor including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third-party materials, delivered by Vendor under this PO, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Vendor Property"). Vendor Property shall be licensed to the State as set forth in a State-approved license agreement: **(c)** entered into as exhibits or attachments to this PO, **(d)** obtained by the State from the applicable third-party Vendor, or **(e)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(i)** requires the State to indemnify Vendor or any other party, **(ii)** is in violation of State laws, regulations, rules, fiscal rules, policies, or other State requirements as deemed solely by the State, or **(iii)** is contrary to this PO.

C. License or Use Audit Rights. If this PO includes any license or other right to use Vendor's intellectual property, Vendor shall have the right, at any time during and throughout the term of this PO, but not more than once during any State fiscal year, to request via written notice in accordance with the notice provisions of this PO that the State audit its use of Vendor's intellectual property and certify as to its compliance with any applicable license or use restrictions and limitations contained in this PO (an "Audit Request"). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. The State shall complete the audit and provide certification of its compliance to Vendor ("Audit Certification") within 120 days following the State's receipt of the Audit Request. If upon receipt of the State's Audit Certification, the parties reasonably determine that: **(a)** the State's use of licenses, use of software, use of programs, or any other use of intellectual property during the audit period exceeded the use restrictions and limitations contained in this PO ("Overuse") and **(b)** the State would have been or is then required to purchase additional rights to use Vendor's intellectual property ("Additional Rights"), Vendor shall provide written notice to the State in accordance with the notice provisions of this PO identifying any Overuse or required Additional Rights and request that the State bring its use into compliance with such use restrictions and limitations. Notwithstanding anything to the contrary in this PO, or incorporated as a part of Vendor's or any subcontractor's website, click-through or online agreements, third-party agreements, or any other documents or agreements between the parties, the State shall not be liable for the costs associated with any Overuse or Additional Rights, during the audit period regardless of whether the State may have been notified in advance of such costs.

D. Vendor Records. Vendor shall maintain a file of all documents, records, communications, notes, and other materials relating to the work (the "Vendor Records"). Vendor Records shall include all documents, records, communications, notes and other materials maintained by Vendor that relate to any work performed by Subcontractors, and Vendor shall maintain all records related to the work performed by Subcontractors required to ensure proper performance of that work. Unless a longer period is required in this PO or any attachment or exhibit to this PO, Vendor shall maintain Vendor Records until the last to occur of: **(a)** the date 3 years after the date this Purchase Order expires or is terminated, **(b)** final payment under this Purchase Order is made, **(c)** the resolution of any pending Purchase Order matters, or **(d)** if an audit is occurring, or Vendor has received notice

that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period"). Vendor 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 Vendor Records during the Record Retention Period. Vendor shall make Vendor Records available during normal business hours at Vendor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Vendor's performance of its obligations under this Purchase Order using procedures as determined by the State. The State shall monitor Vendor's performance in a manner that does not unduly interfere with Vendor's performance of the work. Vendor shall promptly submit to the State a copy of any final audit report of an audit performed on Vendor's records that relates to or affects this Purchase Order or the work, whether the audit is conducted by Vendor or a third party.

E. Information Confidentiality. Vendor shall keep confidential, and cause all subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Vendor 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 PO, permitted by law, or approved in writing by the State. Vendor shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. If Vendor or any of its subcontractors will or may have access to any State Confidential Information or any other protected information, Vendor shall comply with all Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406, and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Vendor's performance under this PO. Such obligations may arise from HIPAA; IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); Federal Bureau of Investigation Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information With The Social Security Administration. Vendor shall immediately forward any request or demand for State Records to the State's purchasing agent.

F. Other Entity Access and Nondisclosure Agreements. Vendor 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 PO. Vendor shall ensure all such agents, employees, assigns, and subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this PO, and that the nondisclosure provisions are in force at all times the agent, employee, assign or subcontractor has access to any State Confidential Information. Vendor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

G. Use, Security, and Retention. Vendor shall use, hold, and maintain State Confidential Information in compliance with all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Vendor shall provide the State with access, subject to Vendor'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 PO, Vendor shall return State Records provided to Vendor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Vendor is prevented

by law or regulation from returning or destroying State Confidential Information, Vendor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

H. Incident Notice and Remediation. If Vendor 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 Vendor can establish none of Vendor or any of its agents, employees, assigns, or subcontractors are the cause or source of the Incident, Vendor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Vendor 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 Vendor shall make all modifications as directed by the State. If Vendor 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 Vendor shall reimburse the State for the reasonable actual costs thereof.

I. Data Protection and Handling. Vendor shall ensure that all State Records and Work Product in the possession of Vendor or any subcontractors are protected and handled in accordance with the requirements of this PO at all times. Upon request by the State made any time prior to 60 days following the termination of this PO for any reason, whether or not this PO is expiring or terminating, Vendor shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions, and attachments in its native format. Upon the termination of Vendor's services under this PO, Vendor shall, as directed by the State, return all State Records provided by the State to Vendor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Vendor prevent Vendor from returning or destroying all or part of the State Records provided by the State, Vendor shall guarantee the confidentiality of all State Records in Vendor's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Vendor's infrastructure at its sole discretion and at any time.

J. Compliance with OIS Policies and Procedure. Vendor shall review, on a semi-annual basis, all Colorado Office of Information Security ("OIS") policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, to ensure compliance with the standards and guidelines published therein. Vendor shall cooperate, and shall cause its subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

K. Safeguarding PII. If Vendor or any of its subcontractors will or may receive PII under this PO, Vendor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Vendor shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101. 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 [PII Individual Certification Form](#) or [PII Entity Certification Form](#) [Download form from Hyperlink] on an annual basis and Contractor's duty and obligation to certify 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.

L. Software Piracy Prohibition. State or other public funds payable under this PO shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Vendor hereby certifies and warrants that, during the term of this PO and any extensions, Vendor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Vendor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this PO, including, without limitation, immediate termination of this PO and any remedy consistent with federal copyright laws or applicable licensing restrictions.

M. Information Technology. To the extent that Vendor provides physical or logical storage of State Records; Vendor creates, uses, processes, discloses, transmits, or disposes of State Records; or Vendor is otherwise given physical or logical access to State Records in order to perform Vendor's obligations under this PO, Vendor shall, and shall cause its subcontractors, to: **(a)** provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this PO; **(b)** maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; **(c)** comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; **(d)** provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; **(e)** promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; and **(f)** comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>. Vendor shall not allow remote access to State Records from outside the United States, including access by Vendor's employees or agents, without the prior express written consent of OIS. Vendor shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

N. Accessibility. Vendor shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Vendor 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. Vendor 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 Vendor'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. The State may require Vendor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Vendor'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.

ADDENDUM 2:

Additional Terms & Conditions for Federal Provisions

IF ANY PART OF THIS PO HAS BEEN FUNDED, IN WHOLE OR IN PART, WITH FEDERAL FUNDS, THE FOLLOWING PROVISIONS SHALL ALSO APPLY TO THIS PO.

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Contract or Purchase Order to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract or Purchase Order, or any attachments or exhibits incorporated into and made a part of the Contract or Purchase Order, the provisions of these Federal Provisions shall control.

2. COMPLIANCE.

- 2.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

- 3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. Unique Entity ID. Contractor shall provide its Unique Entity ID to its Recipient, and shall update Contractor's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. CONTRACT PROVISIONS REQUIRED BY UNIFORM GUIDANCE APPENDIX II TO PART 200.

- 4.1. **Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The simplified acquisitions threshold is \$250,000
- 4.2. **All contracts in excess of \$10,000 must address termination for cause and for convenience** by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 4.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- 4.4. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 4.5. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 4.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 4.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 4.8. **Debarment and Suspension** (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 4.9. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 4.10. **Prohibition on certain telecommunications and video surveillance services or equipment §2 CFR 200.216**
- 4.10.1. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
- 4.10.1.1. Procure or obtain;
- 4.10.1.2. Extend or renew a contract to procure or obtain; or
- 4.10.1.3. Enter into a contract (or extend a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 4.11. **Contracts with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 CFR §200.321).** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 4.12. **Domestic preferences for procurements. (2 CFR §200.322)** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 4.13. **Procurement of recovered materials. (2 CFR §200.323)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management

services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

- 5.1. Pursuant to §4.2 of these Federal Provisions, the State of Colorado may terminate this contract, in whole or in part, when it is in the Government's interest. Solicitations and contracts shall include clauses as required by FAR 49.502 (2023). Termination for convenience of the government shall comply with the following provisions of the Federal Acquisition Regulations:
 - 5.1.1. For Fixed Price Contracts: FAR 52.249-2 (2023)
 - 5.1.2. For Contracts for Personal Services: FAR 52.249-12 (2023)
 - 5.1.3. For Construction Contracts for Dismantling, Demolition, or Removal of Improvements: FAR 52.249-3 (2023)
 - 5.1.4. For Educational and Other Nonprofit Institutions: FAR 52.249-5 (2023)

6. EVENT OF DEFAULT.

- 6.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS OF .85-ACRES OF THE SOUTHERN PORTION OF PARCEL B, OF THE TRINITY SUBDIVISION FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone .85-acres of the southern portion of Parcel B, of the Trinity Subdivision from B-3, Highway and Arterial Business Zone District to S-1, Government Use Zone District.

PREVIOUS COUNCIL ACTION:

On September 26, 2022, City Council approved Ordinance No.10279, approving the rezoning of land along highway 96 and west of Victory Lane from B-3, Highway and Arterial Business Zone District to S-1, Government Use Zone District.

BACKGROUND:

In September of 2022, Pueblo City Council approved the rezoning of 1.52-acres from a Highway and Arterial (B-3) Zone District to a Government Use (S-1) Zone District to facilitate the construction of Fire Station #6 (Z-22-09). However, in the plan development, it was determined that the fire station development would need to extend beyond the portion of the property that had been rezoned. A rearrangement of property boundaries, Trinity Subdivision Rearrangement of Property Boundaries (RPB-23-16) was filed to accommodate the additional land needed for the Fire Station 6 development. Therefore, the southern portion of Parcel B must be rezoned from B-3 to S-1 to create a uniformly zoned and consistent lot for the development. The new Fire Station #6, which will replace the existing Fire Station #6 (C-23-33), will provide facilities to isolate the truck room contaminants from the living quarters and cleaning facilities to allow fire fighters to decontaminate themselves properly. The new station will also include two full bays, a partial bay, office spaces, communal living, a kitchen, full bedrooms for up to eight firefighters, private bathrooms to accommodate all

genders, and a gym space to work out. The proposed fire station will have modern architectural detailing and will be constructed on Parcel B (103,126 square feet) of the Trinity Subdivision Rearrangement of Property Boundaries. Development plans for Fire Station 6 were approved by the Planning and Zoning Commission on January 10, 2023 (GU-23-05) with the condition that the southern portion of the property be rezoned to S-1, this request will fulfill the condition to rezone.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 8, 2024 Regular Meeting, voted 6-0 to recommend approval, Commissioner Maestri absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-24-02 Fire Station #6 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS OF .85-ACRES OF THE SOUTHERN PORTION OF PARCEL B, OF THE TRINITY SUBDIVISION FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-3, Highway and Arterial Business Zone District to S-1, Government Us Zone District:

A parcel of land located in the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section 33 Township 20 South, Range 64 West of the 6th Principal Meridian, in the County of Pueblo and State of Colorado, and being more particularly described as follows:

Considering the south line of Parcel "B" of the Rearrangement of Property Boundaries recorded in Book 2155 at Page 979 in the Pueblo County records to bear S89°57'10"E and all bearings contained herein being relative thereto. Both ends of said south line being monumented with a No. 4 rebar with a 2" aluminum cap stamped with PLS. No. 31925.

Beginning at the southeast corner of Parcel "A" in said Rearrangement of Property Boundaries, said point being on the north lot line of Lot 8, Block 2 in the Trinity Subdivision recorded June 12, 1981 in Book 2076 at Page 311 in the Pueblo County records; thence S89°57'10"E along said north line of Lot 8, a distance of 101.11 feet; thence S81°18'40"E, a distance of 65.14 feet; thence S48°46'22"E, a distance of 210.00 feet to the southeast corner of Lot 7, Block 2 of said Trinity Subdivision; thence S87°19'28"W along the south lot line of said Lot 7, a distance of 316.17 feet; thence N02°40'32"W, a distance of 163.26 feet to the Point of Beginning.

Said parcel of land containing 0.85 acres, more or less.

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.

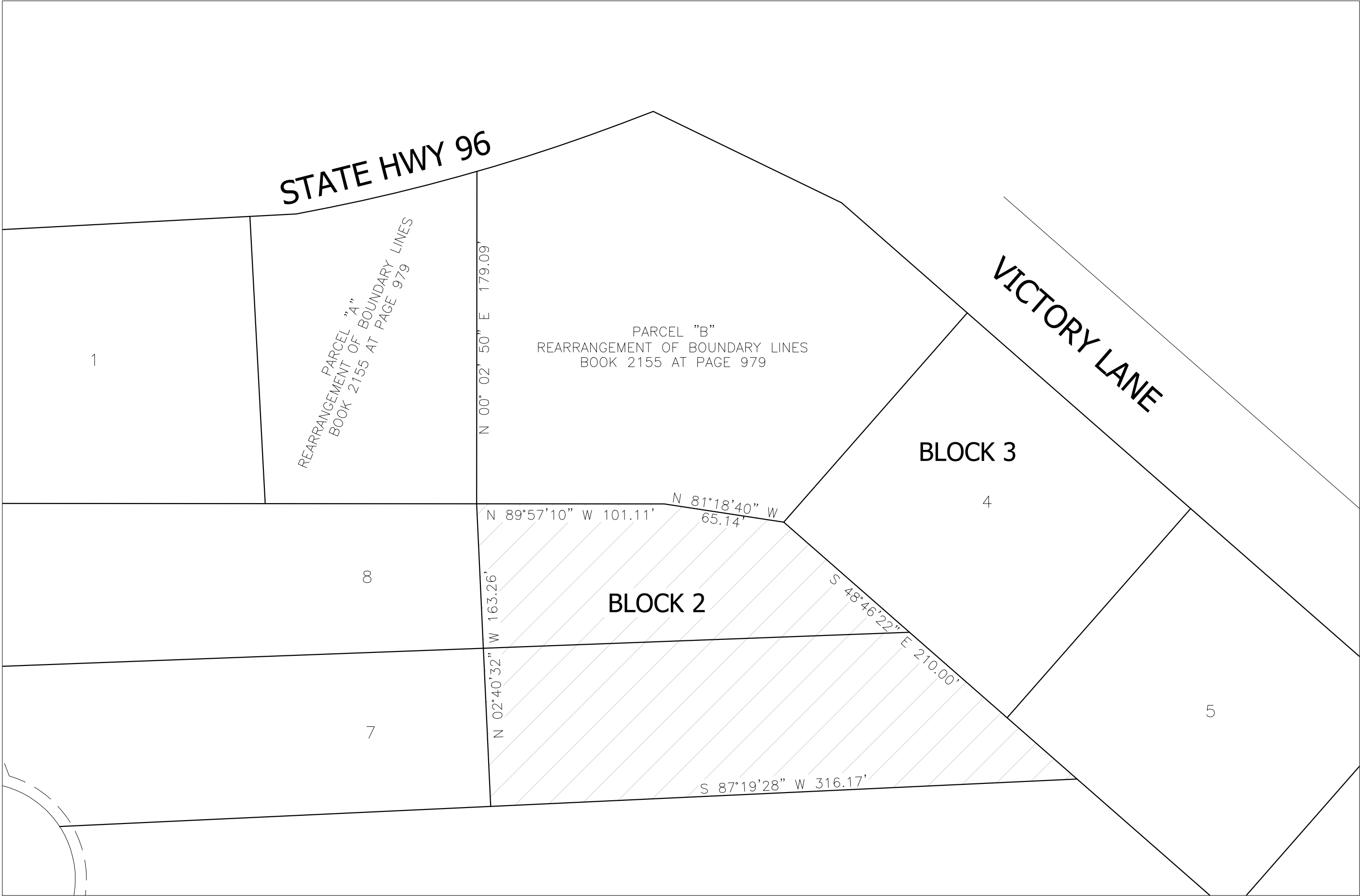
President of City Council

ATTEST

City Clerk

RE-ZONING EXHIBIT

PORTION OF LOT 7 AND LOT 8, BLOCK 2, TRINITY SUBDIVISION
CITY OF PUEBLO, COUNTY OF PUEBLO STATE OF COLORADO



LEGAL DESCRIPTION:

A parcel of land located in the northeast ¼ of the northwest ¼ of Section 33 Township 20 South, Range 64 West of the 6th Principal Meridian, in the County of Pueblo and State of Colorado, and being more particularly described as follows:

Considering the south line of Parcel "B" of the Rearrangement of Property Boundaries recorded in Book 2155 at Page 979 in the Pueblo County records to bear S89°57'10"E and all bearings contained herein being relative thereto. Both ends of said south line being monumented with a No. 4 rebar with a 2" aluminum cap stamped with PLS. No. 31925.

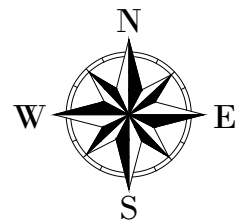
Beginning at the southeast corner of Parcel "A" in said Rearrangement of Property Boundaries, said point being on the north lot line of Lot 8, Block 2 in the Trinity Subdivision recorded June 12, 1981 in Book 2076 at Page 311 in the Pueblo County records; thence S89°57'10"E along said north line of Lot 8, a distance of 101.11 feet; thence S81°18'40"E, a distance of 65.14 feet; thence S48°46'22"E, a distance of 210.00 feet to the southeast corner of Lot 7, Block 2 of said Trinity Subdivision; thence S87°19'28"W along the south lot line of said Lot 7, a distance of 316.17 feet; thence N02°40'32"W, a distance of 163.26 feet to the Point of Beginning.

Said parcel of land containing 0.85 acres, more or less

LEGEND:



FROM B-3 to S-1

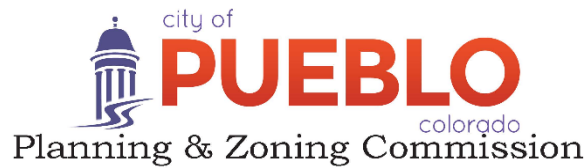


SCALE: 1"=50'

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday May 8, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent: Regina Maestri.

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner, Mikaylin Hackley, Planner, and Cindy Capritta, Land Use Tech – Zoom.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to move items V-23-11, S-23-11, SAP-23-04, Z-24-05, and GU-23-06 to the June 12, 2024, meeting and approve the agenda as amended, seconded by Aznar.

Motion Passed: 6-0.

2. Z-24-02 Fire Station #6 Rezone: Rezoning of .85 acres from Highway and Arterial Business (B-3) Zone District to Government Use (S-1) Zone District. Staff Report by Beritt Odom.

Hearing: Applicant is the city of Pueblo.

Commission Action: Bailey motioned to recommend the application to City Council seconded by Spinuzzi.

Motion Passed: 6-0.

Z-24-02

TO: City of Pueblo, Planning and Zoning Commission

FROM: Bart Mikitowicz, Sr. Planner

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

DATE: May 8, 2024

SUBJECT: Rezone a 3,7026 sq ft parcel from Highway and Arterial Business (B-3) Zone District to Government Use (S-1) Zone District.

APPLICANT: The City of Pueblo

PROPERTY OWNER: Same

LOCATION: 111 Victory Lane

EXISTING ZONE: Highway and Arterial Business (B-3) Zone District

PROPOSED ZONE: Government Use (S-1) Zone District.

CONCURRENT REQUESTS: GU-23-05, 111 VICTORY LANE FIRE STATION #6
RPB-23-16, 111 VICTORY LANE FIRE STATION #6
C-23-33, 111 VICTORY LANE FIRE STATION #6

REQUEST:

The City is requested to rezone 3,7026 sq ft, of the southern portion of Parcel B, of the Trinity Subdivision, Rearrangement of Property Boundaries RPB-23-16 from Highway and Arterial Business (B-3) Zone District to Government Use (S-1) Zone District, fulfilling condition two of the Fire Station 6, Development Review approval (GU-23-05)

BACKGROUND AND ANALYSIS:

In September of 2022, Pueblo City Council approved the rezoning of 1.52 acres from a Highway and Arterial (B-3) Zone District to a Government Use (S-1) Zone District to facilitate the construction of Fire Station #6 (Z-22-09). However, in the plan development, it was determined that the fire station development would need to extend beyond the portion of the property that had been rezoned. A rearrangement of property boundaries, Trinity Subdivision Rearrangement of Property Boundaries, RPB-23-16, was filed to accommodate the additional land needed for the Fire Station 6 development. Therefore, the southern portion of Parcel B must be rezoned from B-3 to S-1 to create a uniformly zoned and consistent lot for the development.

The new Fire Station #6, which will replace the existing Fire Station #6, will provide facilities to isolate the truck room contaminants from the living quarters and cleaning facilities to allow fire fighters to decontaminate themselves properly. The new station will also include two full bays, a partial bay, office spaces, communal living, a kitchen, full bedrooms for up to eight firefighters, private bathrooms to accommodate all genders, and a gym space to work out.

The proposed fire station will have modern architectural detailing and will be constructed on Parcel B (103,126 sq. ft.) of the Trinity Subdivision Rearrangement of Property Boundaries. Development plans for Fire Station 6 were approved by

the Planning and Zoning Commission on January 10, 2023, GU-23-05, with the condition that the southern portion of the property be rezoned to S-1, this request fulfill the condition to rezone.

SITE CHARACTER:

The site is currently an undeveloped open space.

NEIGHBORHOOD COMPATIBILITY:

Zone:		Developed with:
North	Government Use (S-1) Zone District.	E 4 TH Street
East	Light Industrial (I-2) Zone District	Tom's Towing and Recovery
South	Highway and Arterial Business (B-3) Zone District	Undeveloped Land
West	Highway and Arterial Business (B-3) Zone District	Undeveloped Land

COMPREHENSIVE PLAN:

The area proposed to be rezoned is designated as Commercial mixed-use by the "Pueblo Regional Comprehensive Plan, 2022." According to the Comprehensive Plan, Commercial mixed-use has a mix of commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader region. Infill and redevelopment are encouraged to reduce surface parking and revitalize underutilized areas.

The proposed rezoning, to facilitate the new fire station, will provide improved emergency services to the immediate area; improved government services does not conflict with the Comprehensive Plan Designation and is an appropriate use.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

§17-4-51 (27) Governmental Use District (S-1):

b. Development Plan. When any property zoned S-1 is to be developed or redeveloped, the development plan therefore shall be first submitted for review and approval by the Planning and Zoning Commission. The decision of the Planning and Zoning Commission shall be made after notice and public hearing has been held in the manner required for a zoning map amendment. The Planning and Zoning Commission may approve, disapprove, or approve the development plan with conditions normally imposed or required for development of similarly situated private property, including but not limited to the effect of the development plan on adjacent properties, matters relating to lot area, dimensions and coverage, building heights, setbacks, landscaping, loading zones, parking and lighting.

- Lot size and area: Parcel B is 103,126 sq. ft
- Lot coverage: 13,428 sq. ft. (13% Lot coverage)
- Setbacks: 34'-Front, 46'-Rear, 99'-Side South, 102'-Side North

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

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

Comment: The application contains applicant's information

2. 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.

Comment: The property owner signed the application.

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

Comment: A full legal description of the property was provided with the application.

4. 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.

Comment: The applicant proposes to use the property as two single family residences located on separate parcels.

5. A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Comment: A preliminary site plan has been provided.

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

Comment: The applicant indicated that work would start in 2024

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

Comment: The applicant has provided a statement that he can complete this project.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

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
 - This rezoning supports the goals and objectives of the comprehensive land use plan by improved facilities and response times for emergency workers such as fire fighters.
2. Show that the area has changed significantly since the adoption of the comprehensive land use plan
 - Not Applicable
3. Show that there was a mistake or error made in the original zoning of the property.
 - Not Applicable

RECOMMENDED ACTION:

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:

Pueblo City/County Health	No comment
City Transportation	No comment
Pueblo Regional Building Department	No comment
City Fire Department	No comment
City Public Works Department	No comment
City Stormwater Department	No comment
City Code Enforcement	No comment
Pueblo Board of Water Works	No comment
City Wastewater Department	No comment
City Parks and Recreation Department	No comment
City Law Department	No comment
Xcel Energy	No comment
Black Hills Energy	No comment
CDOT	No comment

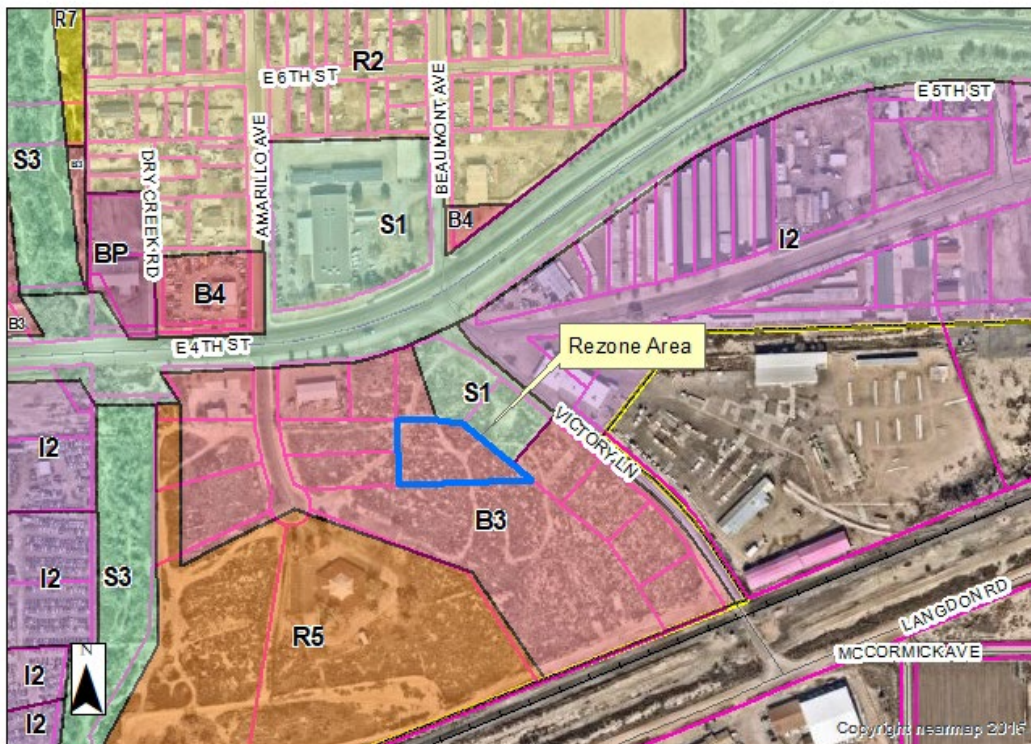
ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Application and Zoning Exhibit
- F. Trinity Subdivision Rearrangement of Property Boundaries_____

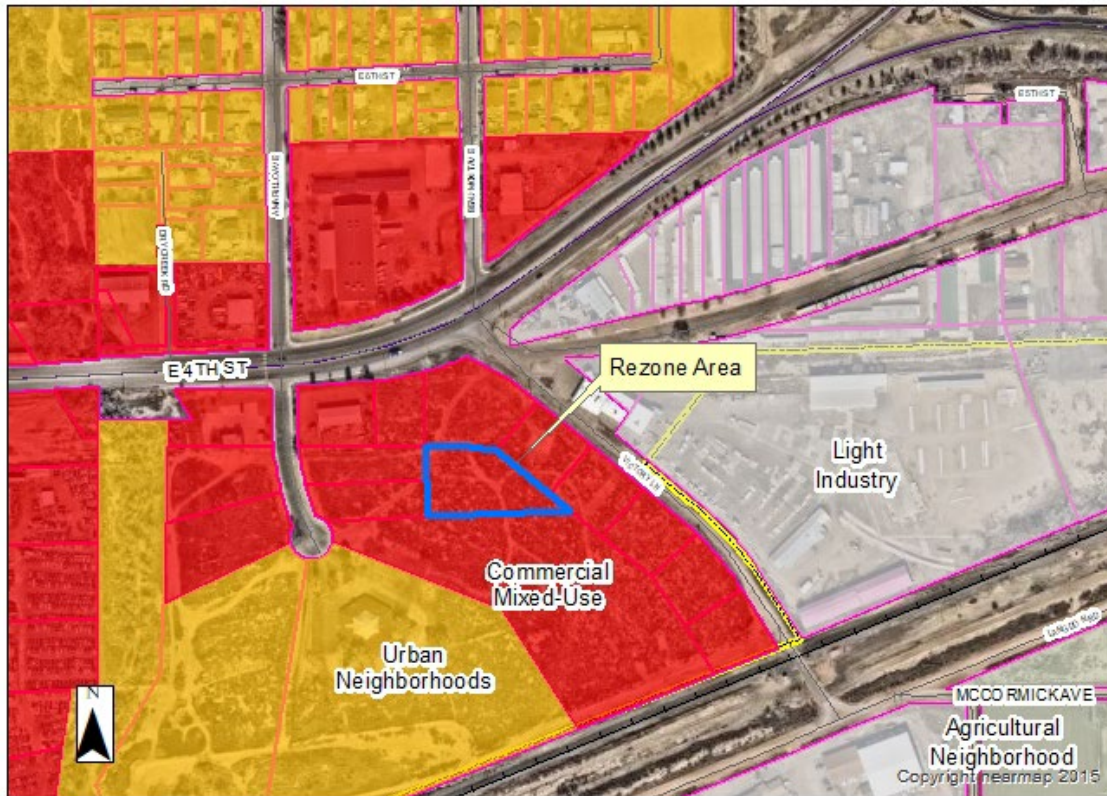
A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



D. Site Photos

E. Application and Zoning Exhibit

2/27/24, 9:00 AM

PZ-23-42



City of Pueblo PLACE

2/27/2024

PZ-23-42

Planning & Zoning

Commission Applications

Status: Active

Submitted On: 8/14/2023

Primary Location

111 VICTORY LN

PUEBLO, CO 81001

Owner

CITY OF PUEBLO

1 CITY HALL PL PUEBLO , CO

81003-4201

Applicant

Kelly Grisham

719-553-2254

kgrisham@pueblo.us

 3231 Tod Street
Pueblo, CO 81005**Hearing Information (Office Use Only)**

Number of cases

3

Address Validation by GIS?

☐**Planner Assigned**

Planner 3

Case 1 - Number

GU-23-05

Case 2 - Number

Z-24-02

Case 3 - Number**P&Z****P&Z Hearing Date**

—

Case 1 - P&Z Hearing Results

—

Case 2 - P&Z Hearing Results

—

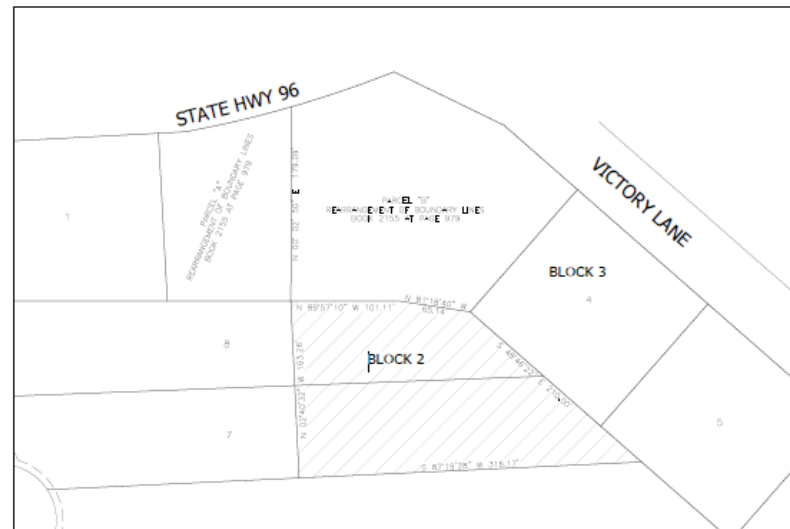
Case 3 - P&Z Hearing Results

—

City Council

RE-ZONING EXHIBIT

PORTION OF LOT 7 AND LOT 8, BLOCK 2, TRINITY SUBDIVISION
CITY OF PUEBLO, COUNTY OF PUEBLO STATE OF COLORADO



LEGAL DESCRIPTION:

A parcel of land located in the northeast 1/4 of the northwest 1/4 of Section 33 Township 20 South, Range 64 West of the 6th Principal Meridian, in the County of Pueblo and State of Colorado, and being more particularly described as follows:

Considering the south line of Parcel "B" of the Rearrangement of Property Boundaries recorded in Book 2155 at Page 979 in the Pueblo County records to bear S89°57'10"E and all bearings contained herein being relative thereto. Both ends of said south line being monumented with a No. 4 rebar with a 2" aluminum cap stamped with PLS. No. 31925.

Beginning at the southeast corner of Parcel "A" in said Rearrangement of Property Boundaries, said point being on the north lot line of Lot 8, Block 2 in the Trinity Subdivision recorded June 12, 1981 in Book 2076 at Page 311 in the Pueblo County records, thence S89°57'10"E along said north line of Lot 8, a distance of 101.11 feet, thence S81°18'40"E, a distance of 65.14 feet, thence S48°46'22"E, a distance of 210.00 feet to the southeast corner of Lot 7, Block 2 of said Trinity Subdivision; thence S87°19'28"W along the south lot line of said Lot 7, a distance of 316.17 feet, thence N02°40'32"W, a distance of 163.26 feet to the Point of Beginning.

Said parcel of land containing 0.85 acres, more or less

LEGEND:



FROM B-3 to S-1



April 18, 2024

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:

Z-24-02: Fire Station #6 Rezone: Rezoning a 3,7026 sq ft parcel from Highway and Arterial Business (B-3) Zone District to Government Use (S-1) Zone District. The property is located at 111 Victory Lane generally located south of E 4th Street and west of Vision Lane. Full legal description on file.

The Planning and Zoning Commission meeting will be held on May 28, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please call the number below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Bart Mikitowicz**, Sr. Planner
(719) 553-2259

April 18, 2024

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:

Z-24-02: Fire Station #6 Rezone: Rezoning a 3,7026 sq ft parcel from Highway and Arterial Business (B-3) Zone District to Government Use (S-1) Zone District. The property is located at 111 Victory Lane generally located south of E 4th Street and west of Vision Lane. Full legal description on file.

The Planning and Zoning Commission meeting will be held on May 28, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please call the number below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Bart Mikitowicz**, Sr. Planner
(719) 553-2259

April 18, 2024

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:

Z-24-02: Fire Station #6 Rezone: Rezoning a 3,7026 sq ft parcel from Highway and Arterial Business (B-3) Zone District to Government Use (S-1) Zone District. The property is located at 111 Victory Lane generally located south of E 4th Street and west of Vision Lane. Full legal description on file.

The Planning and Zoning Commission meeting will be held on May 28, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please call the number below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Bart Mikitowicz**, Sr. Planner
(719) 553-2259

April 18, 2024

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:

Z-24-02: Fire Station #6 Rezone: Rezoning a 3,7026 sq ft parcel from Highway and Arterial Business (B-3) Zone District to Government Use (S-1) Zone District. The property is located at 111 Victory Lane generally located south of E 4th Street and west of Vision Lane. Full legal description on file.

The Planning and Zoning Commission meeting will be held on May 28, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please call the number below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Bart Mikitowicz**, Sr. Planner
(719) 553-2259

CASE NUMBER: Z-24-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 111 Victory Lane to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

March , 2024
(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 111 Victory Lane. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

March , 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

Owner	OwnerStree	OwnerCity	Owner	OwnerZip
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO	81003-2945
COLORADO METAL SPINNING INC	2701 E 4TH ST	PUEBLO	CO	81001-4257
CORNELLA BROS LLC	2730 N 9H ST	CANON CIT	CO	81212-8516
TRINITY LIFE CENTER	36 MERRITT CT	PUEBLO	CO	81001-4258
MONTOKA ROBERT JR/MONTOKA				
RONALD	6 MERRITT CT	PUEBLO	CO	81001-4258
GLOBAL PROPOSAL	PO BOX 1280	MORRISON	CO	80465-5280
B M C WEST CORPORATION + C/O				
MARVIN F POER AND CO SPS RE ,	PO BOX 52427	ATLANTA	GA	30355-0421



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS OF 26.3-ACRES AT THE RUNYON SPORTS COMPLEX FROM I-3, HEAVY INDUSTRIAL ZONE DISTRICT AND S-1, GOVERNMENT USE ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 26.3-acres at the Runyon Sports Complex from I-3, Heavy Industrial and S-1, Government Use Zone Districts to S-1, Government Use Zone Districts to create one consistent zone district for the entire complex.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo County is requesting to rezone the Runyon Sports Complex which is currently zoned I-3 and S-1. The purpose of the rezoning is to create one consistent zone district for the entire complex. The County did not indicate why they want to rezone, but the S-1, Government Use District is an appropriate zoning for the entire area. The existing I-3, zoning appears to be an extension of the industrial and railroad uses located north of the County's property. The City may have anticipated Industrial Development growth in this area in the late 1960's; however, the Runyon Sports Complex development expanded rather than industrial development. The proposed Government Use District will allow for the continued use of the ballfields and future expansion of the complex. Future development of the site may require Planning and Zoning Commission review prior to construction.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 8, 2024 Regular Meeting, voted 6-0 to recommend approval, Commissioner Maestri absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-24-03 Runyon Field Complex Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS OF 26.3-ACRES AT THE RUNYON SPORTS COMPLEX FROM I-3, HEAVY INDUSTRIAL ZONE DISTRICT AND S-1, GOVERNMENT USE ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from I-3, Heavy Industrial and S-1, Government Use Zone Districts to S-1, Government Use Zone District:

A parcel of land located in the City of Pueblo, County of Pueblo, State of Colorado, to-wit:
A parcel of land being a portion of the NW 1/4 of Section 6, Township 21 South, Range 64 West and a portion of the SW 1/4 of Section 31, Township 20 South, Range 64 West of the Sixth Principal Meridian, and in Stanton and Snyder's Subdivision, recorded in June 6, 1887, at reception number 23103 in the records of the Pueblo County Recorder, City of Pueblo, County of Pueblo, State of Colorado, more particularly described as follows to-wit:

Beginning at a point which bears N 43° 29' 23" E, a distance 42.38 feet from the city monument at the intersection of Locust Street and Stanton Avenue, (bearings are based on the City Survey monument line between monuments located at the intersection of Moffat Street and Locust Street and at the intersection of Stanton Avenue and Locust Street assumed to bear S 87° 47' 23" W, monumented at both ends with iron box and stone with lead plug and tack);

1) Thence N 01° 34' 32" W, along the West line of Blocks 4 and 14 in said Stanton and Snyder's Subdivision, a distance of 680.41 feet to the northwest corner of Lot 17 in Block 4, of Stanton and Snyder's Subdivision;

2) Thence N 89° 07' 50" E, along the North Line of said Lot 17, a distance of 40.20 feet, to the northeast corner of said Lot 17;

3) Thence S 01° 34' 32" E and along the east line of said Block 4, a distance of 50.00 feet, to the southwest corner of a parcel of land recorded in Book 1909 at Page 114 of the Pueblo County Records;

Thence along the said Parcel the following four (4) courses:

4) Thence N 89° 58' 29" E, a distance of 182.00 feet;

5) Thence N 01° 34' 32" W, a distance of 280.00 feet;

6) Thence N 07° 02' 28" W, a distance of 70.32 feet;

7) Thence S 89° 58' 27" W, a distance of 175.30 feet, to the east line of said Block 4;

8) Thence N 01° 34' 32" W, a distance of 117.65 feet;

9) Thence N 44° 04' 48" E, a distance of 303.48 feet;

10) Thence S 48° 28' 15" E, a distance of 720.21 feet;

11) Thence along the arc of a curve to the Left 612.37 feet and a radius of 1052.34 feet, the chord of which bears S 65° 35' 52" E, a distance of 603.77;

12) Thence S 79° 39' 56" E, a distance of 93.62 feet;

13) Thence S 22° 35' 07" E, a distance of 396.23 feet;

14) Thence N 88° 53' 26" W, a distance of 623.94 feet, to a point at the easterly most corner of a tract recorded in Book 2464 at Page 30 of the Pueblo County Records to a non tangent curve;

- 15) Thence southerly along the arc of a non-tangent curve concave northwesterly said curve having a radius of 310.0 feet and a central angle of 60° 24' 41" , a distance of 326.86 feet to a point from which
- 16) Thence S 73° 07' 38" W, non-tangent to said curve ,a distance of 280.72 feet;
- 17) Thence S 87° 33' 54" W, a distance of 128.55 feet:
- 18) Thence N 77° 14' 47" W, a distance of 95.42 feet to the southeast corner of Lot 20, Block 14, Stanton and Snyder's Subdivision;
- 19) Thence N 89° 28' 30" W a distance of 121.29 feet to the southwest corner of Lot 20, Block 14 Stanton and Snyder's Subdivision, more or less, to the Point of Beginning.

AND

That portion of Lots 17 and 33 through 36 of Block 16 lying south and east of the boundary line of that property described in that document filed for record in the Office of the Pueblo County Clerk and Recorder on September 14, 1989 at Reception No. 898028 and all of Lots 13, 14 and 33 of Block 17, all in Stanton and Snyder's Subdivision according to that plat filed for record in the Office of the Pueblo County Clerk and Recorder on June 6, 1887 at Reception No. 23103, Pueblo County, Colorado.

Reserving to the grantor hereof the right to utilize the property for flood control purposes and the right to maintain the grading within the property.

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

SUPPELEMENTAL PLAT of RUNYON FIELD COMPLEX

PORTION OF BLOCKS IN STANTON & SNYDER'S SUBDIVISION
AND PART OF THE SW 1/4 , SECTION 31, T. 20 S., R. 64 W., AND PART OF THE NW 1/4 SECTION
6, T.21 S., R. 64 W., OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

LEGAL DESCRIPTION

A parcel of land located in the City of Pueblo, County of Pueblo, State of Colorado, to-wit:

A parcel of land being a portion of the NE 1/4 of Section 6, Township 21 South, Range 64 West and a portion of the SW 1/4 of Section 31, Township 20 South, Range 64 West of the Sixth Principal Meridian, and in Stanton and Snyder's Subdivision, recorded in June 5, 1887, at reception number 23103 in the records of the Pueblo County Recorder, City of Pueblo, County of Pueblo, State of Colorado, more particularly described as follows to-wit:

Beginning at a point which bears N 43° 29' 23" E, a distance 42.38 feet from the city monument at the intersection of Locust Street and Stanton Avenue, (bearings are based on the City Survey monument line between monuments located at the intersection of Moffat Street and Locust Street and at the intersection of Stanton Avenue and Locust Street assumed to bear S 87° 47' 23" W, monumented at both ends with iron pins and stone with lead plug and lead);

1) Thence N 01° 34' 32" W, along the West line of Block 4 and 14 in said Stanton and Snyder's Subdivision, a distance of 800.41 feet to the northeast corner of Lot 17 in Block 4, of Stanton and Snyder's Subdivision;

2) Thence N 80° 07' 50" E, along the North line of said Lot 17, a distance of 40.20 feet, to the northeast corner of said Lot 17;

3) Thence S 01° 34' 32" E, along the East line of said Block 4, a distance of 50.00 feet, to the southeast corner of a parcel of land recorded in Book 1808 at Page 114 of the Pueblo County Records;

Thence along the said parcel the following four (4) courses:

4) Thence N 80° 07' 50" E, a distance of 162.00 feet;

5) Thence N 01° 34' 32" W, a distance of 280.00 feet;

6) Thence N 07° 30' 28" W, a distance of 70.32 feet;

7) Thence S 80° 50' 27" W, a distance of 175.30 feet, to the East line of said Block 4;

8) Thence N 01° 34' 32" W, a distance of 117.65 feet;

9) Thence N 48° 04' 48" E, a distance of 353.40 feet;

10) Thence S 48° 29' 15" E, a distance of 750.21 feet;

11) Thence along the arc of a curve to the Left 612.37 feet and a radius of 1052.34 feet, the the chord of which bears S 87° 25' 32" E, a distance of 603.77;

12) Thence S 79° 39' 58" E, a distance of 63.62 feet;

13) Thence S 22° 35' 07" E, a distance of 304.53 feet;

14) Thence N 88° 53' 56" W, a distance of 623.84 feet, to a point at the easterly most corner of a tract recorded in Book 2444 at Page 30 of the Pueblo County Records to a new tangent curve;

15) Thence southerly along the arc of a non-tangent curve concave northwesterly said curve having a radius of 2110 feet and a central angle of 60° 24' 41", a distance of 328.36 feet to a point from which:

16) Thence S 73° 07' 38" W, non-tangent to said curve, a distance of 280.72 feet;

17) Thence S 87° 35' 54" W, a distance of 158.55 feet;

18) Thence N 77° 16' 43" W, a distance of 95.42 feet to the southeast corner of Lot 20, Block 14, Stanton and Snyder's Subdivision;

19) Thence N 80° 28' 30" W, a distance of 121.29 feet to the southeast corner of Lot 20, Block 14 Stanton and Snyder's Subdivision, more or less, to the Point of Beginning.

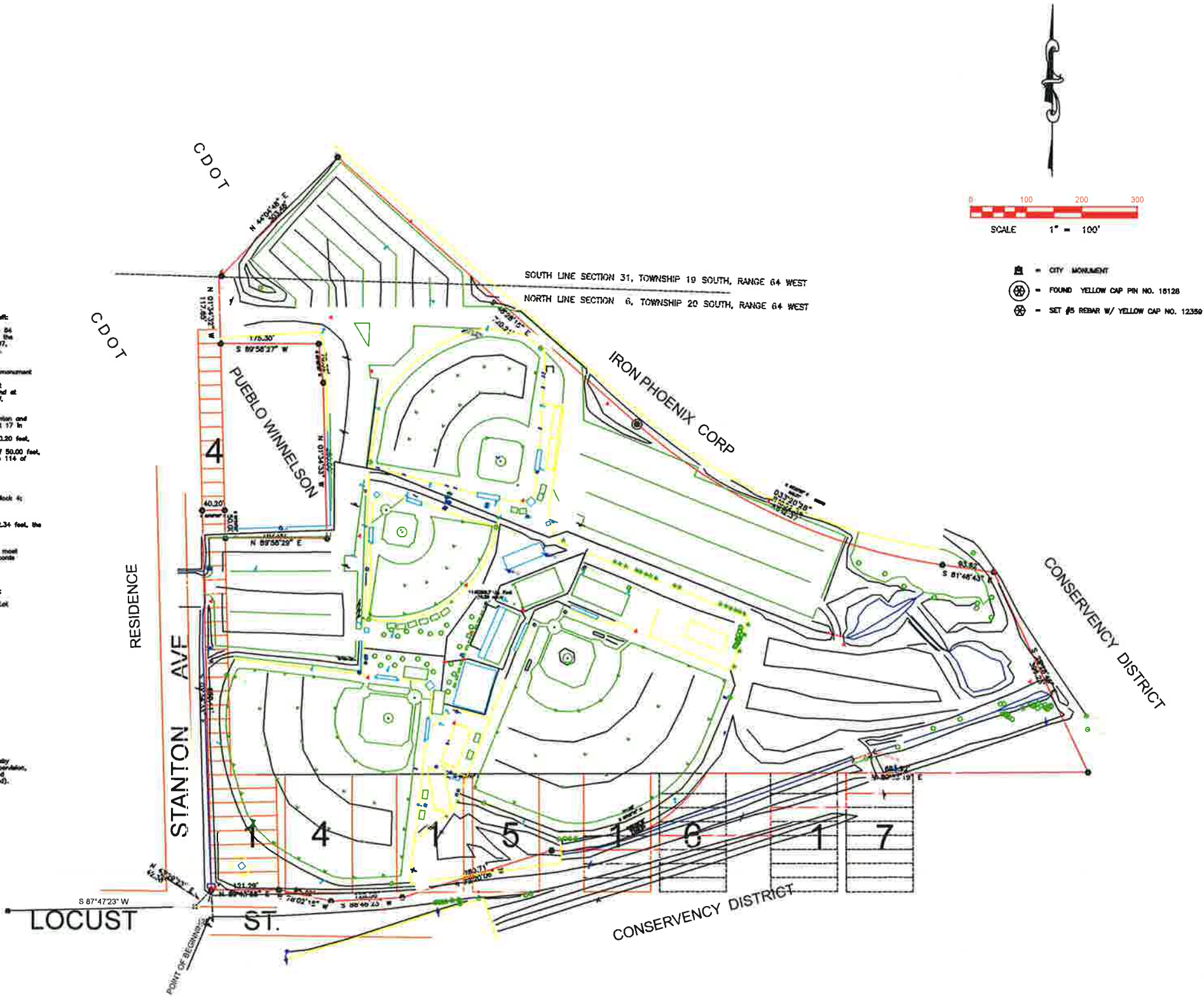
AND

That portion of Lots 17 and 33 through 36 of Block 18 lying south and west of the boundary line of that property described in that document filed for record in the Office of the Pueblo County Clerk and Recorder on September 14, 1988 at Reception No. 088028 and all of Lots 13, 14 and 33 of Block 17, all in Stanton and Snyder's Subdivision according to that plat filed for record in the Office of the Pueblo County Clerk and Recorder on June 6, 1887 at Reception No. 23103, Pueblo County, Colorado.

Reserving to the grantor hereof the right to utilize the property for flood control purposes and the right to maintain the grading within the property.

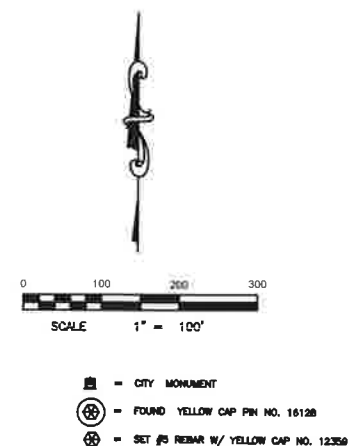
SURVEYOR'S CERTIFICATE

I, Daniel R. Hawley, a professional land surveyor registered in the State of Colorado, hereby certify that a survey of the above described property was conducted under my direct supervision, responsibility and direction and that the survey complies with the minimum standards for land surveys and plats as set forth in Section 30-61-108 C.R.S. 1973 (as amended).



LAND SURVEY PLAT

PORTION OF BLOCKS IN STANTON & SNYDER'S SUBDIVISION
AND PART OF THE SW 1/4 , SECTION 31, T. 20 S., R. 64 W., AND PART OF THE NW 1/4 SECTION
6, T.21 S., R. 64 W., OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO



LEGAL DESCRIPTION

A parcel of land located in the City of Pueblo, County of Pueblo, State of Colorado, to-wit:

A parcel of land being a portion of the SW 1/4 of Section 5, Township 21 South, Range 64 West and a portion of the SW 1/4 of Section 31, Township 20 South, Range 64 West of the Sixth Principal Meridian, and in Grant and Timber's Subdivision, recorded in June 5, 1907, at recording number 31303 in the records of the Pueblo County Recorder, City of Pueblo, County of Pueblo, State of Colorado, more particularly described as follows to-wit:

Beginning at a point which bears N 47° 26' 23" E, a distance 42.38 feet from the city monument

- [illegible]

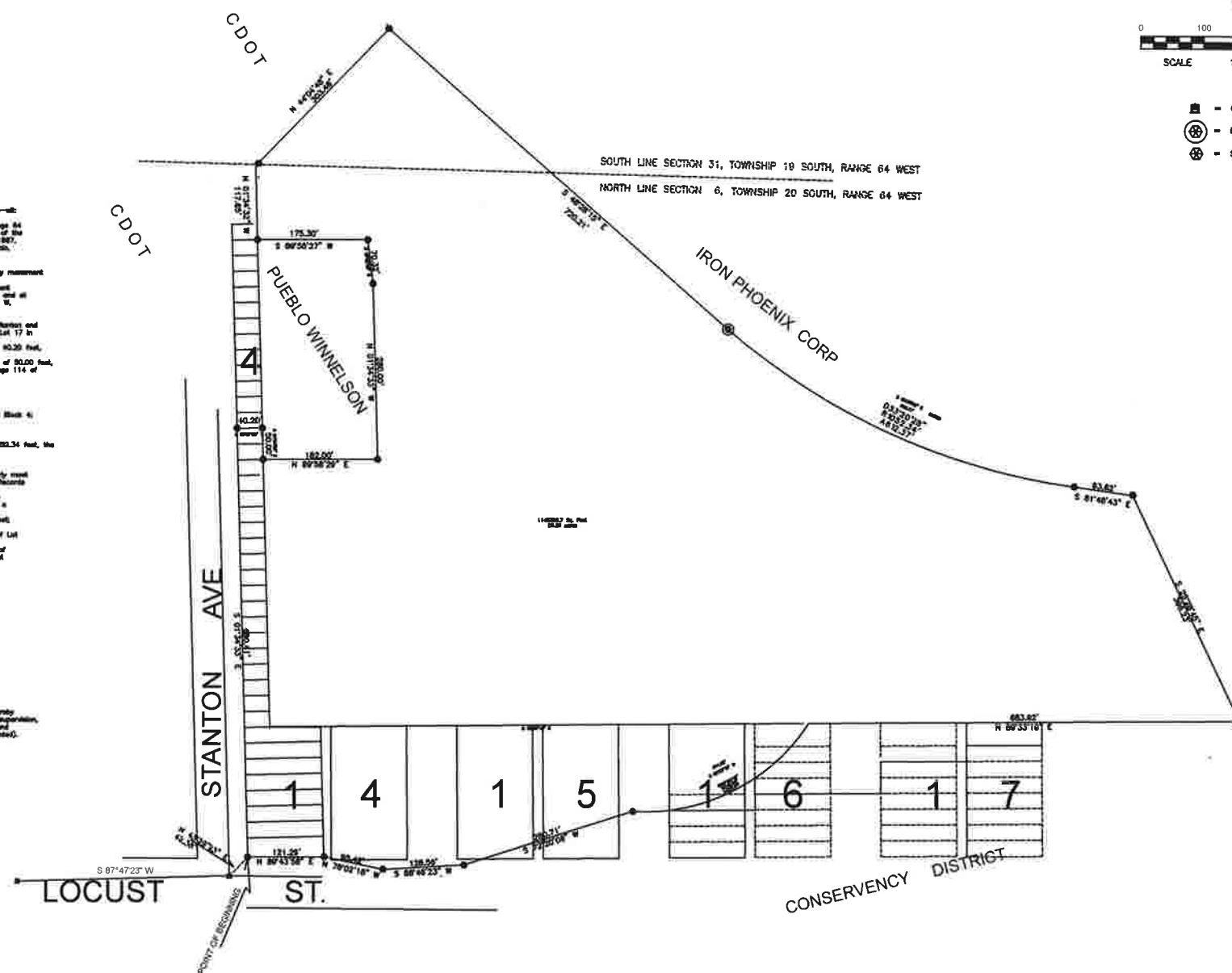
AND

That portion of Lots 17 and 33 through 36 of Block 18 lying south and east of the boundary line of that property described in that document filed for record in the Office of the Pueblo County Clerk and Recorder on September 14, 1988 at Revision No. 8800022 and all of Lots 13, 14 and 33 of Block 17, et al. Shanton and Singer's Subdivision according to that plat filed for record in the Office of the Pueblo County Clerk and Recorder on June 6, 1987 at Revision No.

Reserving to the grantor hereof the right to utilize the property for flood control purposes and the right to maintain the grading within the property.

SURVEYOR'S CERTIFICATE

I, David H. Herten, a professional land surveyor registered in the State of Colorado, hereby certify that a survey of the above described property was conducted under my direct supervision, responsibility and measuring that the survey complies with the minimum standards for land surveys and plots as set forth in Section 30-51--100 C.R.S. Sec. C.R.S. 2020 (as amended).



Pueblo County Department of Engineering & Public Works



33601 United Ave.
Pueblo, CO. 81001
Phone: (719) 583-6040

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday May 8, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent: Regina Maestri.

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner, Mikaylin Hackley, Planner, and Cindy Capritta, Land Use Tech – Zoom.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to move items V-23-11, S-23-11, SAP-23-04, Z-24-05, and GU-23-06 to the June 12, 2024, meeting and approve the agenda as amended, seconded by Aznar.

Motion Passed: 6-0.

1. Z-24-03 Rezone: Rezone Runyon Field Complex, 26.3 acres from I-3, Heavy Industrial District and S-1, Government Use District, to S-1 Government Use District. Staff report by Beritt Odom, Principal Planner

Hearing: Applicant Gregory George was sworn in and spoke in favor of the application. No one appeared in opposition.

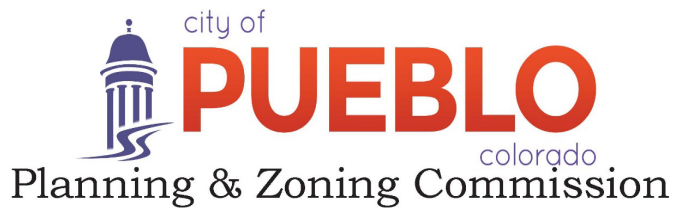
Commission Action: Bailey moved to recommend the application be referred to City Council with standard conditions, seconded by Spinuzzi.

Motion Passed: 6-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-24-03

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: May 8, 2024

SUBJECT: Rezone Runyon Sports Complex, 26.3 acres from I-3, Heavy Industrial District and S-1, Government Use District, to S-1 Government Use District.

APPLICANT: Dan Hanten, Pueblo County

PROPERTY OWNER: Pueblo County

LOCATION: Generally located east of I-25 and Ilex Street.

RELATED CASES: None

REQUEST:

Pueblo County is requesting to rezone the Runyon Sports Complex, which is 26.3 acres, from I-3, Heavy Industrial and S-1, Government Use District, to S-1, Government Use District to create one consistent zone district for the entire complex.

BACKGROUND AND ANALYSIS:

Pueblo County is requesting to rezone the Runyon Sports Complex which is currently zoned I-3 and S-1. The purpose of the rezoning is to create one consistent zone district for the entire complex. The County did not indicate why they want to rezone, but the S-1, Government Use District is an appropriate zoning for the entire area. The existing I-3, zoning appears to be an extension of the industrial and railroad uses located north of the County's property. The City may have anticipated Industrial Development growth in this area in the late 1960's; however, the Runyon Sports Complex development expanded rather than industrial development. The proposed Government Use District will allow for the continued use of the ballfields and future expansion of the complex. New development may require Planning and Zoning Commission review prior to construction in the future.

LAND USE AND PLANNING COMMENTS CHARACTER AND COMPATIBILITY

Site Character: The site is currently undeveloped.

Neighborhood Compatibility:

North	I-3, Heavy Industrial, undeveloped land.
East	I-3, Heavy Industrial and S-1, Government Use Zone Districts, undeveloped land and Thomas Phelps Creek.
South	S-1, Government Use, Runyon Lake.
West	I-3, Heavy Industrial, Winsupply, plumbing supply R-2, Single Family, single-family residences

COMPREHENSIVE PLAN: The Pueblo Regional Comprehensive Plan, 2022, designates the rezoning site as Institutional Mixed Use.

According to the Comprehensive Plan, Institutional Mixed Use properties accommodate public and semi-public facilities with a regional service area that may contain a mix of complementary uses. Primary land uses in the Institutional Mixed Use areas include hospitals, governmental campuses, and educational institutions. Runyon Sports Complex is owned and operated by Pueblo County for the public and therefore meets the intent of the land use designation.

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

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

☐ Comments **The application contains the required information.**

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

☐ Comments **Not applicable**

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

☐ Comments **The application contains the required information**

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

☐ Comments **No information provided by the applicant**

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

☐ Comments **No information provided by the applicant**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

☐ Comments **The application includes an aerial image and survey of the sports complex that will be rezoned.**

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

☐ Comments **The application did not include this information**

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

☐ Comments **The application did not include this information**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(16) OF THE PMC :**A. Purpose of S-1 Zone District Standards:**

The standards of this district are designed to retain and provide land areas held, used or controlled for governmental purposes by or for any department or branch of government, federal, state, county, municipal, school or special district, either as owner or under contract or lease with another person, and to place the public and all elected officials and public agencies on notice of proposed changes in the use and development of such public lands. *Governmental purpose* means and includes any use or activity, which is reasonably necessary in the discharge of a public or governmental function, whether it is performed by a governmental entity or another person for or on behalf of a governmental entity.

RECOMMENDED ACTION:

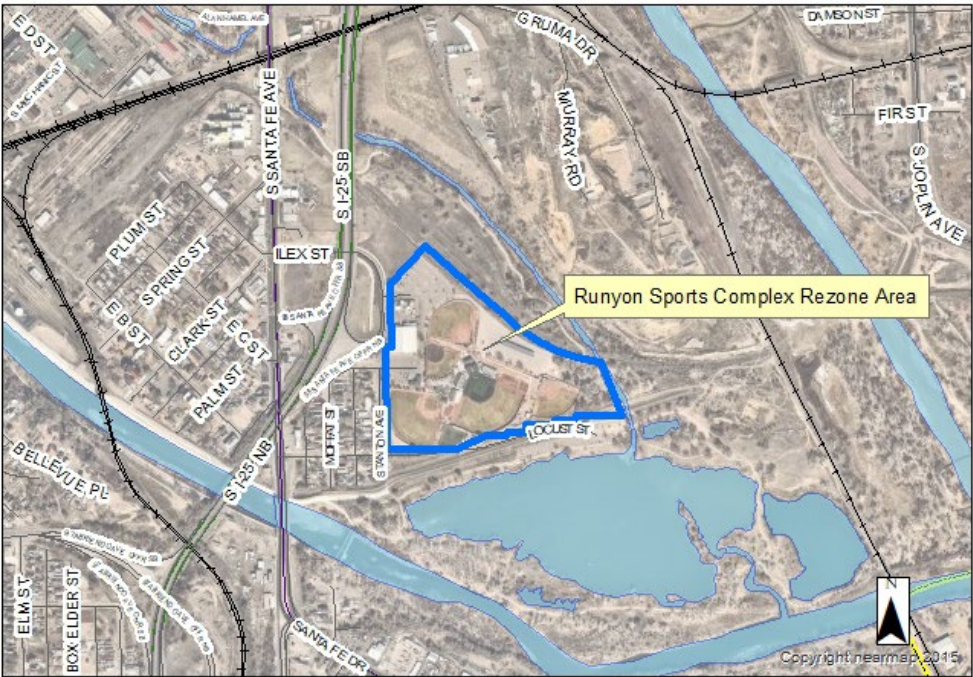
If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council for approval is appropriate.

REFERRAL AGENCIES AND COMMENTS:

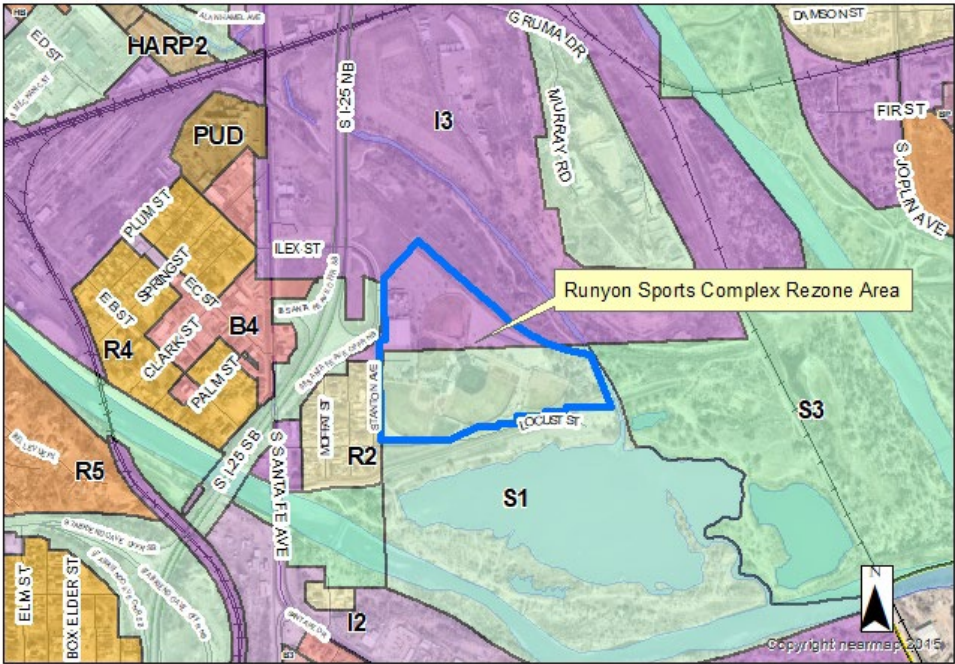
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No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

ATTACHMENTS:

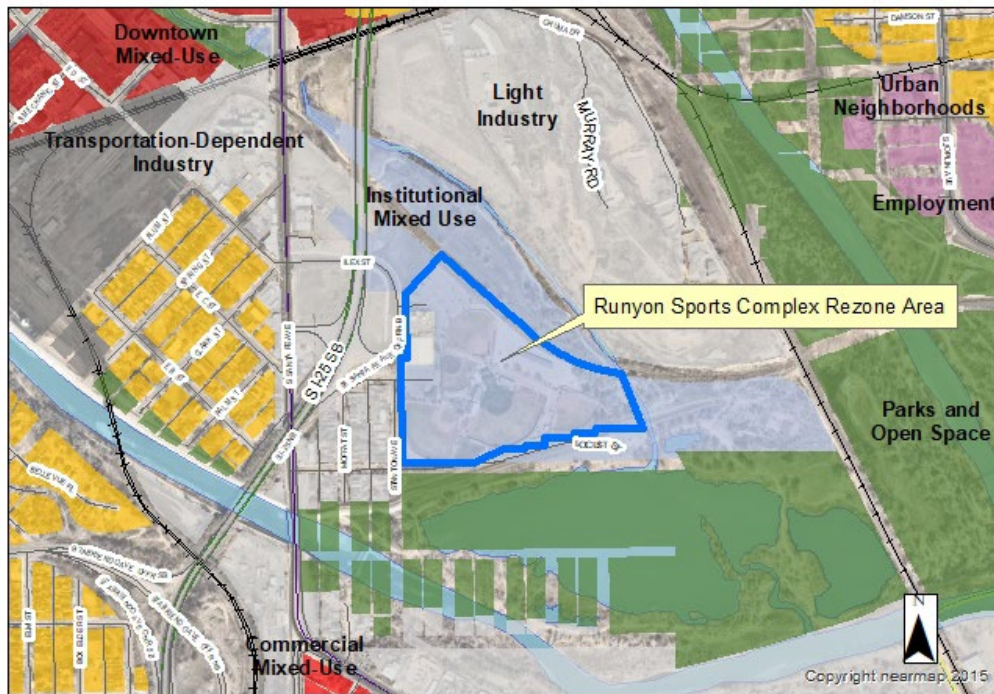
- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Zoning Exhibit
- F. Application



A. Aerial Photograph



B. Zoning



C. Comprehensive Plan



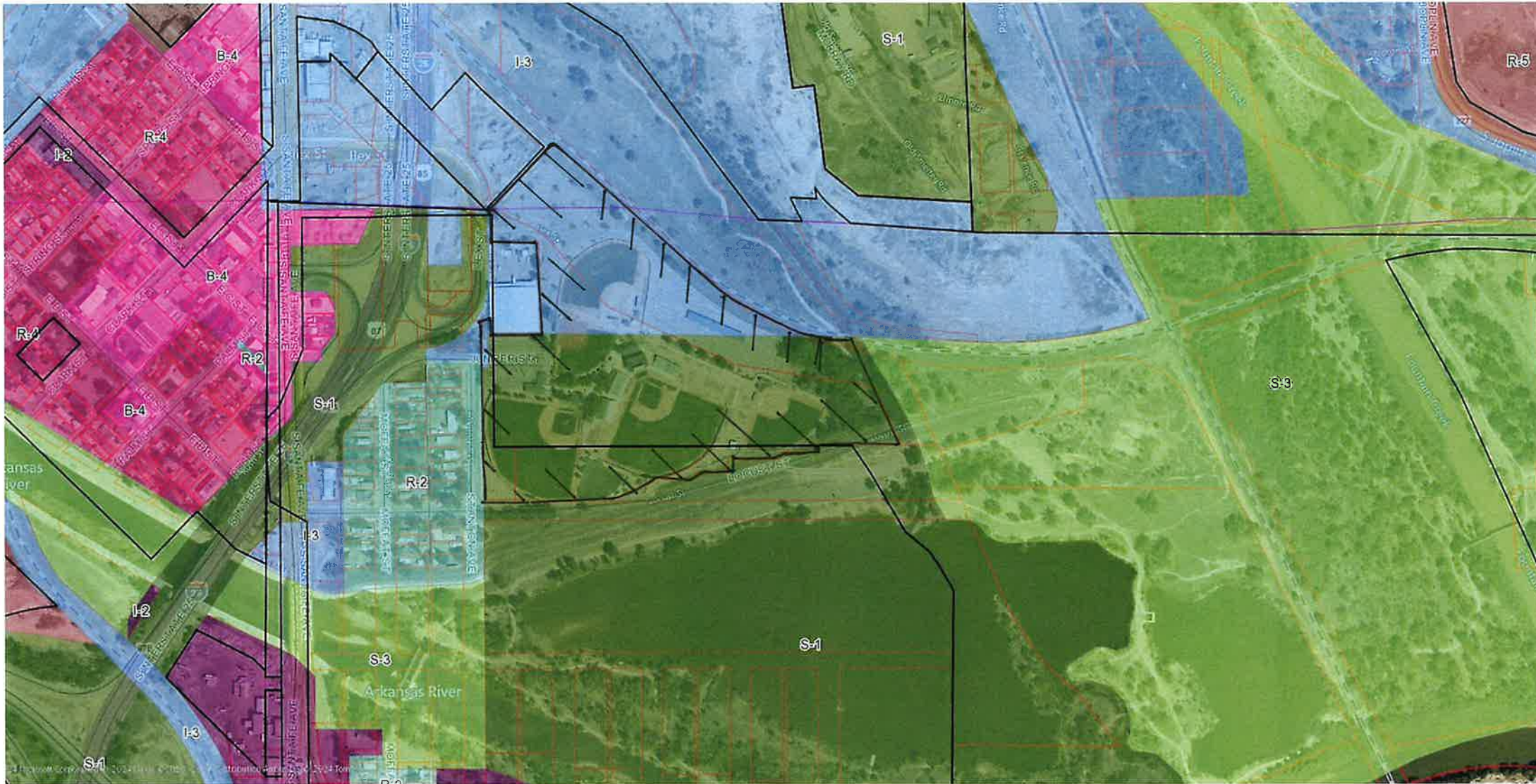
E. Public Notice



E. Runyon rezone site looking north from Ilex St.



Runyon Field entrance, rezoning site

zone

PROPERTY TO BE REZONED TO S-1

Planning & Zoning Map Amendment Application

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

Property Owner	
Name: Pueblo County	
Company: Pueblo County	
Address: 215 W 10th Street	Zip: 81003
Phone: (719) 583-4752	Email: georgeg@pueblocounty.us
Applicant	
Name: Pueblo County	
Company: Pueblo County	
Address: 215 W. 10th Street	Zip: 81003
Phone: (719) 583-4752	Email: georgeg@pueblocounty.us
Person of Firm Representing Owner or Applicant	
Name: Dan Hanten	
Company: Pueblo County	
Address: 215 W. 10th Street	Zip: 81003
Phone: (719) 583-4329	Email: hantendr@pueblocounty.us
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: (address or general description) Runyon Sports Complex	
Legal Description: see attached	
Subdivision: Stanton & Snyder's Sub.	Acreage: 26.3
Existing Zone District: I3 & S1	Proposed Zone District: S1
Purpose of this Application:	
☐ To permit development of the property not allowed under the existing zone district. ☒ To provide proper zone district in conjunction with the subdivision plan for the area. ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning. ☐ Other (specify): _____ _____	

(Continue Next Page)

Planning & Zoning Map Amendment Application

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

Property Owner	
Name: Pueblo County	
Company: Pueblo County	
Address: 215 W 10th Street	Zip: 81003
Phone: (719) 583-4752	Email: georgeg@pueblocounty.us
Applicant	
Name: Pueblo County	
Company: Pueblo County	
Address: 215 W. 10th Street	Zip: 81003
Phone: (719) 583-4752	Email: georgeg@pueblocounty.us
Person of Firm Representing Owner or Applicant	
Name: Dan Hanten	
Company: Pueblo County	
Address: 215 W. 10th Street	Zip: 81003
Phone: (719) 583-4329	Email: hantendr@pueblocounty.us
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location:	
(address or general description) Runyon Sports Complex	
Legal Description: see attached	
Subdivision: Stanton & Snyder's Sub.	Acreage: 26.3
Existing Zone District: I3 & S1	Proposed Zone District: S1
Purpose of this Application:	
☐ To permit development of the property not allowed under the existing zone district. ☒ To provide proper zone district in conjunction with the subdivision plan for the area. ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning. ☐ Other (specify): _____ _____	

(Continue Next Page)

LEGAL DESCRIPTION

A parcel of land located in the City of Pueblo, County of Pueblo, State of Colorado, to-wit:

A parcel of land being a portion of the NW 1/4 of Section 6, Township 21 South, Range 64 West and a portion of the SW 1/4 of Section 31, Township 20 South, Range 64 West of the Sixth Principal Meridian, and in Stanton and Snyder's Subdivision, recorded in June 6, 1887, at reception number 23103 in the records of the Pueblo County Recorder, City of Pueblo, County of Pueblo, State of Colorado, more particularly described as follows to-wit:

Beginning at a point which bears N 43° 29' 23" E, a distance 42.38 feet from the city monument at the intersection

of Locust Street and Stanton Avenue, (bearings are based on the City Survey monument line between monuments located at the intersection of Moffat Street and Locust Street and at the intersection of Stanton Avenue and Locust Street assumed to bear S 87° 47' 23" W, monumented at both ends with iron box and stone with lead plug and tack);

- 1) Thence N 01° 34' 32" W, along the West line of Blocks 4 and 14 in said Stanton and Snyder's Subdivision, a distance of 680.41 feet to the northwest corner of Lot 17 in Block 4, of Stanton and Snyder's Subdivision;
- 2) Thence N 89° 07' 50" E, along the North Line of said Lot 17, a distance of 40.20 feet, to the northeast corner of said Lot 17;
- 3) Thence S 01° 34' 32" E and along the east line of said Block 4, a distance of 50.00 feet, to the southwest corner of a parcel of land recorded in Book 1909 at Page 114 of the Pueblo County Records;

Thence along the said Parcel the following four (4) courses:

- 4) Thence N 89° 58' 29" E, a distance of 182.00 feet;
- 5) Thence N 01° 34' 32" W, a distance of 280.00 feet;
- 6) Thence N 07° 02' 28" W, a distance of 70.32 feet;
- 7) Thence S 89° 58' 27" W, a distance of 175.30 feet, to the east line of said Block 4;
- 8) Thence N 01° 34' 32" W, a distance of 117.65 feet;
- 9) Thence N 44° 04' 48" E, a distance of 303.48 feet;
- 10) Thence S 48° 28' 15" E, a distance of 720.21 feet;
- 11) Thence along the arc of a curve to the Left 612.37 feet and a radius of 1052.34 feet, the chord of which bears S 65° 35' 52" E, a distance of 603.77;
- 12) Thence S 79° 39' 56" E, a distance of 93.62 feet;
- 13) Thence S 22° 35' 07" E, a distance of 396.23 feet;
- 14) Thence N 88° 53' 26" W, a distance of 623.94 feet, to a point at the easterly most corner of a tract recorded in Book 2464 at Page 30 of the Pueblo County Records to a non tangent curve;
- 15) Thence southerly along the arc of a non-tangent curve concave northwesterly said curve having a radius of 310. feet and a central angle of 60° 24' 41" , a distance of 326.86 feet to a point from which
- 16) Thence S 73° 07' 38" W, non-tangent to said curve, a distance of 280.72 feet;
- 17) Thence S 87° 33' 54" W, a distance of 128.55 feet;
- 18) Thence N 77° 14' 47" W, a distance of 95.42 feet to the southeast corner of Lot 20, Block 14, Stanton and Snyder's Subdivision;
- 19) Thence N 89° 28' 30" W a distance of 121.29 feet to the southwest corner of Lot 20, Block 14 Stanton and Snyder's Subdivision, more or less, to the Point of Beginning.

AND

That portion of Lots 17 and 33 through 36 of Block 16 lying south and east of the boundary line of that property described in that document filed for record in the Office of the Pueblo County Clerk and Recorder on September 14, 1989 at Reception No. 898028 and all of Lots 13, 14 and 33 of Block 17, all in Stanton and Snyder's Subdivision according to that plat filed for record in the Office of the Pueblo County Clerk and Recorder on June 6, 1887 at Reception No. 23103, Pueblo County, Colorado.

Reserving to the grantor hereof the right to utilize the property for flood control purposes and the right to maintain the grading within the property.

April 23, 2024

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 east of I-25 and Ilex Street, Runyon Sports Complex.

Z-24-03: Rezone Runyon Sports Complex, 26.3 acres from I-3, Heavy Industrial District and S-1, Government Use District, to S-1 Government Use District

The Planning and Zoning Commission meeting will be held on May 8, 2024 at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You may view the meeting 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 in person and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

April 23, 2024

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 east of I-25 and Ilex Street, Runyon Sports Complex.

Z-24-03: Rezone Runyon Sports Complex, 26.3 acres from I-3, Heavy Industrial District and S-1, Government Use District, to S-1 Government Use District

The Planning and Zoning Commission meeting will be held on May 8, 2024 at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You may view the meeting 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 in person and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

April 23, 2024

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 east of I-25 and Ilex Street, Runyon Sports Complex.

Z-24-03: Rezone Runyon Sports Complex, 26.3 acres from I-3, Heavy Industrial District and S-1, Government Use District, to S-1 Government Use District

The Planning and Zoning Commission meeting will be held on May 8, 2024 at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You may view the meeting 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 in person and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

April 23, 2024

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 east of I-25 and Ilex Street, Runyon Sports Complex.

Z-24-03: Rezone Runyon Sports Complex, 26.3 acres from I-3, Heavy Industrial District and S-1, Government Use District, to S-1 Government Use District

The Planning and Zoning Commission meeting will be held on May 8, 2024 at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You may view the meeting 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 in person and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

CASE NUMBER: Z-24-03

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at Runyon Field Complex to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

April 2024
(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 Runyon Field Complex, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

April 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
ALVERSON TANYA JEANNE/HICKS NORMA	1002 E 11TH ST	PENROSE	CO	81240-9628
LOPEZ ROBERT E	1226 N CABRILLO AVE	SAN PEDRO	CA	90731-1318
MARTINEZ SHAWN	1327 W ABRIENDO AV	PUEBLO	CO	81004-1005
GONZALEZ ANGELINA/GONZALEZ PATRIC	1416 20TH LN	PUEBLO	CO	81006-1631
BASTIAN SEAN	1505 E RIVER ST	PUEBLO	CO	81001-4443
PACKARD REBECCA / HARPER NATHAN COLORADO OUTDOOR PERFORMING ARTS AS	1920 E EVANS AVE	PUEBLO	CO	81004-3527
PUEBLO COUNTY	207 W NORTHERN AV	PUEBLO	CO	81004-3107
QUINTANA BETTY L/QUINTANA FRANCIS	215 W 10TH ST	PUEBLO	CO	81003-2945
LUNA ARTHUR J/LUNA BETTY A DEPARTMENT OF TRANSPORTATION STATE	2550 HOLLYWOOD DR	PUEBLO	CO	81005-2708
CLARK ERIC J	3117 ADRIAN AVE	PUEBLO	CO	81008-1485
KEATOR CRISTINYAH F	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
EBERWEIN JOHN EUGENE	501 STANTON AVE	PUEBLO	CO	81003-3551
MYERS TRAVIS	509 STANTON AVE	PUEBLO	CO	81003-3551
GONZALEZ PABLO	516 MOFFAT ST	PUEBLO	CO	81003-3527
IRON PHOENIX CORPORATION	517 STANTON AVE	PUEBLO	CO	81003-3551
KING PAULA ANTOINETTE	518 MOFFAT ST	PUEBLO	CO	81003-3527
RODRIGUEZ THOMAS/RODRIGUEZ CHERYL	520 VAN BUREN ST	PUEBLO	CO	81004-1859
BOND KELIA CHAISE	529 STANTON AVE	PUEBLO	CO	81003-3551
DICKSON RUSSELL W + MALONE ZERAH	532 MOFFAT ST	PUEBLO	CO	81003-3527
HOFFERT MARY	536 MOFFAT AVE	PUEBLO	CO	81003-3527
SEYMOUR BARBARA J/SEYMOUR PATRICI + SEYMOUR JON NORMAN/SEYMOUR SHARNA MARIE	539 STANTON AVE	PUEBLO	CO	81003-3551
MARTIN AMY LYNN	601 STANTON AVE	PUEBLO	CO	81003-3552
PATTI MICHAEL AARON	602 MOFFAT ST	PUEBLO	CO	81003-3529
PATTI MICHAEL AARON	603 STANTON AVE	PUEBLO	CO	81003-3552
HERNANDEZ VANESSA EVE	607 STANTON AVE	PUEBLO	CO	81003-3552
VIFOR GHEORGI	607 STANTON AVE	PUEBLO	CO	81003-3552
GALLEGOS RICKIE J	610 MOFFAT AVE	PUEBLO	CO	81003-3529
CONS DIST	860 E 112TH PL	NORTHGLENN	CO	80233-3100
SOLVE HOME PROBLEMS LLC	926 29TH LN	PUEBLO	CO	81006-9613
BODDICKER ANN C + JNS LLC	PO BOX 234	PUEBLO	CO	81002-0234
PUEBLO WINNELSON CO	PO BOX 275	COLORADO	CO	80901-0275
	PO BOX 479	PUEBLO	CO	81002-0479
	PO BOX 54786	LEXINGTON	KY	40555-2327



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: AN ORDINANCE AMENDING CHAPTER 6 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO AND INCREASING SEWER USER CHARGES

SUMMARY:

Attached is an Ordinance amending Chapter 6 of Title XVI of the Pueblo Municipal Code relating to and increasing sewer user charges.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10489 awarded an agreement between the City of Pueblo and Financial Consulting Solutions Group, Inc., DBA. FCS Group for the 2023 Biennial Wastewater Rate Review

Ordinance No. 10429 awarded an agreement between the City of Pueblo and Financial Consulting Solutions Group, Inc., DBA FCS Group, Inc. and named Financial Consulting Solutions Group, Inc., DBA FCS Group, as the Rate Consultants of Record for the Pueblo Wastewater Department, on April 12, 2023.

BACKGROUND:

Pueblo's Municipal Code presently requires that a review of wastewater rates be performed at least every two years to ensure that the rates generate sufficient revenue to fund total operation and maintenance costs of the wastewater system, and to ensure that the rates maintain the proportionate distribution of costs among user classes (Section 16-6-37).

In accordance with this requirement, FCS Group, the Wastewater Rate Consultant of Record, reviewed the 20-year Capital Improvement Plan, the Wastewater Department's debt service requirements, and the fund balances. During the May 6, 2024, Work Session, a detailed presentation was given regarding the findings and proposed increase in rates.

The study indicated that due to increased regulatory requirements, and capital improvement requirements, increased rates will be required. The Wastewater Department is currently working on capital projects to maintain compliance with water quality regulations as well as the Selenium Discharger Specific Variance. Further improvements to the collection system and pilot projects for treatment will be needed to maintain compliance with the Discharger Specific Variance. The ordinance has therefore been prepared to provide for annual increases in wastewater rates for Pueblo residences and industries, and for the Blend Sanitation District, beginning in 2025.

FINANCIAL IMPLICATIONS:

The proposed ordinance anticipates that the City Council will periodically adjust sanitary sewer rates.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

Residents within the City of Pueblo and the Blend Sanitation District are the primary stakeholders affected by this rate increase. There was one stakeholder meeting held during a presentation given at a City Council work session on May 8, 2024.

ALTERNATIVES:

The no action alternative would continue wastewater service fee increases previously adopted and effective January 1, 2020, but would not address future increases necessary at a level sufficient to fund capital improvements to the Water Reclamation Facility and collection system to attain compliance with water quality regulations and maintain the aging infrastructure. Failure to maintain compliance will create the potential for enforcement actions by state and federal authorities that carry maximum fines of \$54,833 a day per day for violation, and waiting to increase revenues until the compliance deadline arrives will result in much higher rate increases that will place additional burdens on rate payers.

The proposed alternative will implement an increase in the wastewater rate structure beginning January 1, 2025.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. City of Pueblo Wastewater Draft Report 2024

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 6 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO AND INCREASING SEWER USER CHARGES

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

SECTION 1.

Section 16-6-20 of Chapter 6, Title XVI of the Pueblo Municipal Code, is amended to read as follows:

Sec. 16-6-20. Rates and charges.

(a) Nonindustrial users. The wastewater charge for nonindustrial users shall be the sum of the monthly service charge and monthly sewer volume charge, computed as follows:

(1) Commencing on [January 1, 2020] **January 1, 2024** , and for each month in each year thereafter through December 31, **2028**, for and in accordance with the calendar months and years indicated in the following table, the monthly service charge portion of the wastewater charge shall be assessed and charged based upon the water meter size of the water line or lines servicing the property in accordance with the following table. Commencing January 1, **2029**, the monthly service charge portion of the wastewater charge shall be as established from time to time by the City Council by ordinance; provided, however, that if City Council fails at any time to do so, the monthly service charge shall remain at the then last established amount.

[Table 16-6-20(a)(1)]

Year	Jan. 1, 2020 to Dec. 2020	Jan. 1, 2021 to Dec. 2021	Jan. 1, 2022 to Dec. 2022	Jan. 1, 2023 to Dec. 2023	Jan. 1, 2024 to Dec. 2024
Meter Line Size in Inches	Monthly Service Charge (in U.S. Dollars)				
5/8 and 3/4	21.87	23.18	24.34	25.56	26.32
1	26.01	27.57	28.95	30.40	31.31
1½	39.16	41.51	43.58	45.76	47.13
2	58.48	61.99	65.09	68.34	70.39
3	104.12	110.37	115.89	121.68	125.33
4	152.72	161.89	169.98	178.48	183.84
6	250.06	265.07	278.32	292.24	301.01
8	331.43	351.43	369.00	387.45	399.07

1

Table 16-6-20(a)(1)

Year	<u>Jan. 1, 2024 to Dec. 2024</u>	<u>Jan. 1, 2025 to Dec. 2025</u>	<u>Jan. 1, 2026 to Dec. 2026</u>	<u>Jan. 1, 2027 to Dec. 2027</u>	<u>Jan. 1, 2028 to Dec. 2028</u>
<u>Meter Line Size in Inches</u>	<u>Monthly Service Charge (in U.S. Dollars)</u>				

<u>$\frac{5}{8}$ and $\frac{3}{4}$</u>	<u>26.32</u>	<u>27.64</u>	<u>29.02</u>	<u>30.47</u>	<u>31.99</u>
<u>1</u>	<u>31.31</u>	<u>32.88</u>	<u>34.52</u>	<u>36.25</u>	<u>38.06</u>
<u>1½</u>	<u>47.13</u>	<u>49.49</u>	<u>51.96</u>	<u>54.56</u>	<u>57.29</u>
<u>2</u>	<u>70.39</u>	<u>73.91</u>	<u>77.60</u>	<u>81.49</u>	<u>85.56</u>
<u>3</u>	<u>125.33</u>	<u>131.60</u>	<u>138.18</u>	<u>145.09</u>	<u>152.34</u>
<u>4</u>	<u>183.84</u>	<u>193.03</u>	<u>202.68</u>	<u>212.82</u>	<u>223.46</u>
<u>6</u>	<u>301.01</u>	<u>316.06</u>	<u>331.86</u>	<u>348.46</u>	<u>365.88</u>
<u>8</u>	<u>399.07</u>	<u>419.02</u>	<u>439.97</u>	<u>461.97</u>	<u>485.07</u>

(2) Commencing on January 1, **2024**, and for each month in each year thereafter, through December 31, **2028** for and in accordance with the calendar months and years indicated in the following table, the monthly sewer volume charge portion of the wastewater charge for each property with metered water service furnished and provided by the Board of Water Works shall be the amount shown in the following table for each one thousand (1,000) gallons of water furnished and supplied to the property. Commencing January 1, **2029**, the monthly sewer volume charge portion of the wastewater charge for each one thousand (1,000) gallons of water shall be as established from time to time by the City Council by ordinance; provided, however, that if the City Council fails at any time to do so, the monthly sewer volume charge shall remain at the then last established rate.

[Table 16-6-20(a)(2)]

Year	Jan.1, 2020 to Dec. 2020	Jan. 1, 2021, to Dec. 2021	Jan. 1, 2022 to Dec. 2022	Jan. 1, 2023 to Dec. 2023	Jan. 1, 2024, to Dec. 2024
Monthly Sewer Volume Charge (in U.S. Dollars per 1,000 gallons)					
Nonindustrial Use	5.10	5.40	5.67	5.96	6.14

Table 16-6-20(a)(2)

<u>Year</u>	<u>Jan. 1, 2024 to Dec. 2024</u>	<u>Jan. 1, 2025 to Dec. 2025</u>	<u>Jan. 1, 2026 to Dec. 2026</u>	<u>Jan. 1, 2027 to Dec. 2027</u>	<u>Jan. 1, 2028 to Dec. 2028</u>
<u>Monthly Sewer Volume Charge (in U.S. Dollars per 1,000 gallons)</u>					
<u>Nonindustrial Use</u>	<u>6.14</u>	<u>6.45</u>	<u>6.77</u>	<u>7.11</u>	<u>7.46</u>

(3) The monthly sewer volume charge shall be based upon the monthly water meter measurements and readings (or estimates thereof) of the Board of Water Works and shall be computed and billed as follows:

a. The monthly sewer volume charge shall be the amount specified in Table 16-6-20(a)(2) for the applicable month and year for each one thousand (1,000) gallons of water charged and billed to the property by the Board of Water Works during its January and February monthly billing periods for said year. The term *monthly billing period*, as used herein, commences when a water meter is read in the prior month and ends when the water meter is read in the subsequent month of billing.

b. The monthly sewer volume charge for each month from and including January 1, **2024**, through and

including December 31, **2028** and for the months of January through December each year thereafter, shall be calculated as the amount specified in Table 16-6-20(a)(2) for the applicable month and year in dollars per one thousand (1,000) gallons multiplied by the average of the thousands of gallons of water charged and billed to the property by the Board of Water Works during the immediately preceding January and February.

c. If for any reason water meter readings are not made or are delayed, the sewer volume charge shall be computed upon an estimate of water services and the actual charge therefor shall be made and apportioned upon the actual meter measurement and readings made thereafter.

d. In the event a property is connected to the Board of Water Works system after February of any year or if for some other reason there is not available an average monthly sewer volume charge based upon the January-to-February billing periods or such periods in prior years, the monthly sewer volume charge shall be an amount equal to the applicable calendar year monthly rate specified in Table 16-6-20(a)(2) per one thousand (1,000) gallons of water used multiplied by five (5) per month for each residential unit served at each property.

e. The sewer volume charge for each property using water not metered by the Board of Water Works shall be an amount equal to the applicable calendar year monthly rate specified in Table 16-6-20(a)(2) per one thousand (1,000) gallons of water used multiplied by five (5) per month for each residential unit served at each property or the applicable calendar year monthly rate specified in Table 16-6-20(a)(2) per one thousand (1,000) gallons of water used per month based upon the January or February monthly estimated water used or actual monthly water used, whichever would be most proportionate to all classes of users, as determined by the Director of Wastewater.

(b) Industrial users.

(1) The wastewater charge for Industrial Users shall be the sum of the monthly service charge based upon the meter size and determined in accordance with Paragraph (a)(1) of this Section, and a monthly sewer volume charge. Commencing on January 1, **2024**, and for each month in each year thereafter, for and in accordance with the calendar months and years indicated in the following table, the monthly sewer volume charge for Industrial Users shall be the amount shown in the following table for each one thousand (1,000) gallons of discharge per month based upon either actual measured discharge or upon water used after adjustment for any permitted use allowance, as determined by the Director of Wastewater plus one hundred percent (100%) of any costs incurred by the City in determining the amount of such discharge. Commencing on January 1, **2029**, the monthly sewer volume charge for Industrial Users shall be as established by the City Council from time to time by ordinance; provided, however, that if City Council fails at any time to do so, the monthly sewer volume charge for Industrial Users shall remain at the then last established rate.

[Table 16-6-20(b)(1)]

Year	Jan. 1, 2020 to Dec. 2020	Jan. 1, 2021 to Dec. 2021	Jan. 1, 2022 to Dec. 2022	Jan. 1, 2023 to Dec. 2023	Jan. 1, 2024 to Dec. 2024
Monthly Sewer Volume Charge (in U.S. Dollars per 1,000 gallons)					
Industrial Use	5.10	5.40	5.67	5.96	6.14

Table 16-6-20(b)(1)

<u>Year</u>	<u>Jan. 1, 2024, to Dec. 2024</u>	<u>Jan. 1, 2025, to Dec. 2025</u>	<u>Jan. 1, 2026, to Dec. 2026</u>	<u>Jan. 1, 2027, to Dec. 2027</u>	<u>Jan. 1, 2028, to Dec. 2028</u>
Monthly Sewer Volume Charge (in U.S. Dollars per 1,000 gallons)					
Industrial Use	6.14	6.45	6.77	7.11	7.46

(2) Industrial Users are also subject to excessive strength surcharges as provided in Article III of this Chapter and all other fees and charges required of Industrial Users by this Title.

(c) Blende Sanitation District.

(1) Commencing on January 1, **2024**, and as adjusted for each month and year thereafter as indicated in the following table, through December 31, **2028**, for wastewater delivered to the City's treatment plant from Blende Sanitation District and derived exclusively from nonindustrial customers, the monthly sewer volume charge shall be the specified monthly nonindustrial use rate for the applicable calendar month and year as set forth in Table 16-6-20(c) below, per one thousand (1,000) gallons, together with such monthly service charges as may be provided by agreement or resolution of the City Council. Commencing January 1, **2029**, the monthly sewer volume charge shall be as established by the City Council from time to time by ordinance; provided, however, that if the City Council fails at any time to do so, the monthly sewer volume charge shall remain at the then last established amount.

(2) Commencing on January 1, **2024**, and as adjusted for each month and year thereafter as indicated in the following table, through December 31, **2028**, for wastewater delivered to the City's treatment plant from Blende Sanitation District and derived from industrial customers, the volume charge shall be the specified monthly industrial use rate for the applicable calendar month and year as set forth in Table 16-6-20(c) below, per one thousand (1,000) gallons, together with such monthly service charges as may be provided by agreement or resolution of the City Council, and together with excessive strength surcharges as provided by Article III of this Chapter. Commencing on January 1, **2029**, the monthly sewer volume charge for wastewater delivered by the Blende District derived from industrial customers shall be as established by the City Council from time to time by ordinance; provided, however, that if the City Council fails at any time to do so, the monthly sewer volume charge shall remain at the then last established rate.

[Table 16-6-20(c)]

Year	Jan. 1, 2020 to Dec. 2020	Jan. 1, 2021, to Dec. 2021	Jan. 1, 2022, to Dec. 2022	Jan. 1, 2023, to Dec. 2023	Jan. 1, 2024, to Dec. 2024
Monthly Sewer Volume Charge (U.S. Dollars per 1,000 gallons)					
Blende Sanitation District Nonindustrial Use	4.05	4.29	4.51	4.73	4.87
Blende Sanitation District Industrial Use	4.05	4.29	4.51	4.73	4.87

1

Table 16-6-20(c)

<u>Year</u>	<u>Jan. 1, 2024, to Dec. 2024</u>	<u>Jan. 1, 2025, to Dec. 2025</u>	<u>Jan. 1, 2026, to Dec. 2026</u>	<u>Jan. 1, 2027, to Dec. 2027</u>	<u>Jan. 1, 2028, to Dec. 2028</u>
<u>Monthly Sewer Volume Charge (U.S. Dollars per 1,000 gallons)</u>					
<u>Blende Sanitation District Nonindustrial Use</u>	<u>4.87</u>	<u>5.11</u>	<u>5.37</u>	<u>5.64</u>	<u>5.92</u>

<u>Blende Sanitation District Industrial Use</u>	<u>4.87</u>	<u>5.11</u>	<u>5.37</u>	<u>5.64</u>	<u>5.92</u>
---	--------------------	--------------------	--------------------	--------------------	--------------------

(d) Sewer users and septic haulers depositing or discharging liquid waste into the system shall be assessed wastewater charges consisting of the sum of the following components:

- (1) Commencing on January 1, **2024**, and as adjusted for each month and year thereafter as indicated in the following table, the amount of the monitoring charge shall be the amount shown in the row for "MC," in Section 16-31-31(d) of Article III of this Chapter for the applicable calendar month and year; and
- (2) A combined monthly sewer volume charge and excessive strength surcharge at the specified monthly rate for the applicable calendar year as set forth in Table 16-6-20(d)(2) below, per one thousand (1,000) gallons of liquid waste deposited or discharged into the system.
- (3) Commencing January 1, **2029**, the monitoring charge and the monthly sewer volume charge and excessive strength surcharge shall be as established from time to time by the City Council by ordinance; provided, however, that if City Council fails at any time to do so, the monthly service charge shall remain at the then last established amount.
- (4) For each sand waste load, a charge of sixty dollars (\$60.00) shall be paid in addition to all other charges herein imposed. Sand waste loads are described in Chapter 10.

[Table 16-6-20(d)(2)]

Year	Jan. 1, 2020 to Dec. 2020	Jan. 1, 2021 to Dec. 2021	Jan.1, 2022 to Dec. 2022	Jan. 1, 2023, to Dec. 2023	Jan. 1, 2024 to Dec. 2024
Septic Haulers' Combined Monthly Sewer Volume Charge and Excessive Strength Surcharge (in U.S. Dollars per 1,000 gallons)					
	69.91	74.10	77.81	81.70	84.15

1

Table 16-6-20(d)(2)

<u>Year</u>	<u>Jan. 1, 2024, to Dec. 2024</u>	<u>Jan. 1, 2025, to Dec. 2025</u>	<u>Jan.1, 2026, to Dec. 2026</u>	<u>Jan. 1, 2027, to Dec. 2027</u>	<u>Jan. 1, 2028, to Dec. 2028</u>
<u>Septic Haulers' Combined Monthly Sewer Volume Charge and Excessive Strength Surcharge (in U.S. Dollars per 1,000 gallons)</u>					
	<u>84.15</u>	<u>88.36</u>	<u>92.78</u>	<u>97.41</u>	<u>102.28</u>

(e) Airport Collection System.

- (1) The wastewater charges for all users connected to the airport collection system shall be as provided in Subsections (a) and (b) of this Section, subject to the provisions of this Subsection (e).
- (2) Reserved.
- (3) Reserved.
- (4) The wastewater charges set forth herein for users connected to the airport collection system shall be in addition to, and not in lieu of, any and all other charges or fees associated with or assessed to property owners or occupants of facilities located at the Pueblo Memorial Airport or the Airport Industrial Park.

SECTION 2.

Title XVI, Chapter 6, Article III, Section 16-6-31 of the Pueblo Municipal Code, as amended, is amended to read as follows:

[Table 16-6-31(b)]

Year	Jan. 1, 2020 to Dec. 2020	Jan. 1, 2021 to Dec. 2021	Jan. 1, 2022 to Dec. 2022	Jan. 1, 2023 to Dec. 2023	Jan. 1, 2024 to Dec. 2024
\$BOD (Dollars per pound for excess BOD)	0.380	0.380	0.380	0.380	0.380
\$SS (Dollars per pound for excess SS)	0.190	0.190	0.190	0.190	0.190
MC (Dollars per Month)	350.36	371.38	389.95	409.45	421.73

1

Table 16-6-31(b)

<u>Year</u>	<u>Jan. 1, 2024 to Dec. 2024</u>	<u>Jan. 1, 2025 to Dec. 2025</u>	<u>Jan. 1, 2026 to Dec. 2026</u>	<u>Jan. 1, 2027 to Dec. 2027</u>	<u>Jan. 1, 2028 to Dec. 2028</u>
<u>\$BOD (Dollars per pound for excess BOD)</u>	<u>0.380</u>	<u>0.380</u>	<u>0.380</u>	<u>0.380</u>	<u>0.380</u>
<u>\$SS (Dollars per pound for excess SS)</u>	<u>0.190</u>	<u>0.190</u>	<u>0.190</u>	<u>0.190</u>	<u>0.190</u>
<u>MC (Dollars per Month)</u>	<u>421.73</u>	<u>442.82</u>	<u>464.96</u>	<u>488.21</u>	<u>512.62</u>

SECTION 3.

This Ordinance may be enforced as provided in Sections 16-7-80, 16-7-87, 16-7-92, 16-9-13, 16-7-41 and 16-7-92 of Title XVI of the Pueblo Municipal Code, as amended, the remedies therein stated being cumulative, with the exercise of any one or more not constituting any bar or limitation to the exercise of the other. Any person found guilty of a violation of this Ordinance shall be punished as provided in Section 1-2-1 of the Pueblo Municipal Code, as amended.

SECTION 4.

The Mayor is hereby authorized to execute said contract on behalf of Pueblo, A Municipal Corporation, and the Acting City Clerk shall affix the seal of the City thereto and attest the same.

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 Ordinance and the attached agreement to effectuate the transactions described therein.

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

City of Pueblo

Wastewater Utility



WASTEWATER UTILITY RATE STUDY

DRAFT REPORT
May 2024

Washington

7525 166th Avenue NE, Ste. D215
Redmond, WA 98052
425.867.1802

Oregon

5335 Meadows Road, Ste. 330
Lake Oswego, OR 97035
503.841.6543

Colorado

1320 Pearl St, Ste 120
Boulder, CO 80302
719.284.9168

www.fcsgroup.com

This entire report is made of readily recyclable materials, including the bronze wire binding and the front and back cover, which are made from post-consumer recycled plastic bottles.



FCS GROUP
Solutions-Oriented Consulting

May 17, 2024

Andra Ahrens

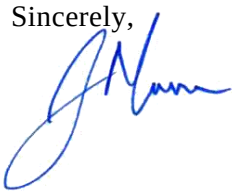
Director of Wastewater
City of Pueblo
1300 South Queens Avenue
Pueblo, CO 81001

Subject: City of Pueblo Wastewater Rate & PIF Study

FCS GROUP is pleased to provide this Wastewater Rate Study Report documenting our analyses, findings, and recommendations for adjusting the City of Pueblo Wastewater (City) utility rates for 2024 through 2033.

This report encompasses much effort not only from FCS GROUP but also from you and your team. We are very thankful for the time and dedication put into the Study by City staff leadership without which we would not have been able to complete our work.

We followed standard wastewater rate-setting principles described by the Water Environment Federation in completing our engagement for the City. The report is a comprehensive but not exhaustive description of our analyses and findings.

Sincerely,


Jason Mumm
Principal

Table of Contents

Executive Summary	2
Introduction.....	2
Utility Background	2
Assumptions.....	3
Fiscal Policies	3
Fund Balances	5
Rate Study	6
Financial Plan Analysis	6
Operating Fund	6
Projected Performance and Affordability	11
Bill Impacts.....	12
Recommendation	12
Appendix	12
Table 1: Revenue Requirement (10-Year Forecast)	12
Table 2: Fund Balance (10-Year Forecast)	13
Table 3: Adopted and Proposed Rate Schedule	14

List of Tables

Table 1: Summary of Fiscal Policies	5
Table 2: Wastewater Utility Fund Cash Balances	5
Table 3: Financial Summary	10
Table 4: Key Performance Indicators.....	11

List of Exhibits

Exhibit 1: Revenue Requirement Overview	6
Exhibit 2: Existing and Proposed Debt Service Payments	7
Exhibit 3: Capital Funding Forecast	8
Exhibit 4: Revenue at Existing 2024 Rates	9
Exhibit 5: Revenue at Proposed Rates	10
Exhibit 6: Adopted and Proposed Monthly Wastewater Rates	12

EXECUTIVE SUMMARY

INTRODUCTION

In June of 2023, The City of Pueblo (City) engaged FCS GROUP to conduct a Wastewater Utility Financial Plan Study (Study) aimed at determining the necessary level of rate revenue required to cover annual operating expenses, existing and proposed debt service payments, and to fund the capital improvement program while ensuring the preservation of key financial performance metrics. The primary objectives of this Study were:

Update of Wastewater Financial Plan. The Study involved updating the wastewater financial plan for the ten years of 2024 through 2033.

Determination of Rate Adjustments. The Study set out to determine the appropriate wastewater rate adjustments from 2024 through 2033. We calculated these adjustments to generate sufficient revenue, sustain adequate cash reserves, and ensure adequate debt service coverage.

Assessment of Affordability. An essential aspect of the Study was the assessment of the affordability of the City's wastewater services. We based our assessment on the present median household income projected through 2033.

Evaluate Connection Fees. We evaluated the City's connection fees to ensure they remain equitable and consistent with the costs associated with new connections to its wastewater system. Based on this comprehensive assessment and discussions with City staff, we concluded that the connection fee inputs have not changed significantly enough to warrant adjusting the current fees. We recommend reviewing the fees in future studies to ensure they remain equitable and consistent with the evolving costs associated with new connections.

This executive summary report encapsulates our Study's assumptions, findings, and recommendations. For detailed calculations supporting these findings, please refer to the Appendix section of this report.

Utility Background

The City's sewer utility helps protect the public health and environment by safely and effectively collecting and treating wastewater from residential, commercial, and industrial customers. The City provides this service to approximately 112,848 wastewater customers.

The City's wastewater fund is financially self-sustaining, funding capital and operating expenses derived from user rates, plant investment fees, system development fees, interest income, and other miscellaneous sources. User rate revenue is designed to meet all operating costs, debt service coverage, and maintain adequate reserves. Revenue requirements include operations and maintenance (O&M), existing and proposed debt payments, and capital expenditures.

The City maintains a wastewater collection and treatment facility network, including over 456 miles of gravity piping, 7.6 miles of force mains, and nine lift stations. This infrastructure ensures the effective transportation and treatment of wastewater, essential for promoting the community's well-being and ensuring environmental sustainability.

Assumptions

The operating and maintenance expenditure forecast largely relies on the City's 2024 adopted budget for the Wastewater Utility. The line items in the budget are then adjusted each year by utilizing one of the following factors:

- Customer Growth – will remain consistent throughout the Study based on nominal historical growth rates provided by the City. The growth rate averages 0.51 percent throughout the study period.
- General Cost Inflation – assumed to be 4.5 percent in 2024, then holding 3.5 percent per year going forward starting in 2025. This forecast is based on the CPI-U West professional forecast for the Consumer Price Index.
- Construction Cost Inflation – assumed to be 4.5 percent in 2024, then holding 3.5 percent per year going forward starting in 2025. This forecast is based on the ENR Construction Cost Index for Denver.
- Labor Cost Inflation – assumed to be 3.0 percent in 2024, then holding at 2.75 percent per year going forward starting in 2025 based on the Employment Cost Index – Wages and Salaries, as well as discussions with City staff.
- Benefits Cost Inflation - assumed to be 3.25 percent per year based on the Employment Cost Index – Benefits and a discussion with City staff.
- Fund Interest Earnings – assumed to be 1.75 percent in 2024, then holding at 1.0 percent per year going forward starting in 2025 based on the ColoTrust Prime and discussions with City staff.
- Proposed Debt Service – based on a 3% annual interest rate, 20-year term, 0% issuance costs, and not debt service reserve.

Fiscal Policies

The basic framework for evaluating utility revenue needs includes sound fiscal policies. Several policy topics are important to consider as part of managing the finances of the wastewater utility, including Cash Reserves, Capital Funding, and Rate Funded System Reinvestment.

When evaluating fund reserve levels and objectives, it is important to recognize that the value of reserves lies in their potential use. A reserve strategy that deliberately avoids any use of reserves negates their purpose. The fluctuation of reserve levels may indicate that the system is working, while the lack of variation over many years strongly suggests that the reserves are, in fact, unnecessary.

Operating Reserves

An operating reserve provides a liquidity cushion; it protects the utility from the risk of short-term variation in the timing of revenue collection or payment of expenses. The most common operating reserve minimum balance target for wastewater utilities with monthly or bi-monthly billing is 45 to 60 days of operating expenses. The City's policy is to maintain a minimum reserve of 25% of annual operating expenditures (equivalent to 90 days), generally consistent with industry standards. FCS GROUP does not recommend a change to this policy.

Recommended Policy: Consistent with the City's existing policy, achieve a year-end minimum balance target of **90 days (25%)** of total annual operating expenditures. This equates to a target of roughly **\$3.02 million** based on 2024 budgeted expenditures totaling \$12.26 million.

Capital Reserve

This reserve provides emergency funding for unexpected asset failures or other unanticipated capital needs. This capital reserve policy does not guard against catastrophic system failure or extreme acts of nature. Minimum balances for capital reserves are often based on a percentage (commonly 1% to 2%) of the original cost of utility fixed assets or an amount determined sufficient to fund an emergency capital project or equipment failure.

Recommended Policy: A *minimum* capital ending fund balance target of **1% of fixed assets** (non-depreciated original cost of construction) is recommended. This equates to **\$2.09 million** in the 2024 test year based on a fixed asset inventory provided by City staff, totaling approximately \$162.36 million as of the end of 2022. Capital reserves larger than this may be prudent if the City is saving for future capital projects that cannot be funded with same-year rate revenue or existing reserves.

Debt Related Policies

As of 2023, the Utility maintains \$13.85 million in outstanding debt through SRF and revolving fund loans. Annual payments on this debt are scheduled through 2030, averaging \$1,638,719 annually during the forecast period. Based on discussions with staff, the City prefers that the wastewater utility continue to take on a hybrid approach, utilizing both cash and debt-funding capital projects during the ten-year forecast period covered by this Study.

Debt Reserve

A debt reserve is most often required as a condition of bond issuance, though some loan programs also require one. The reserve intends to protect bondholders (or the agency issuing loans) from the risk of the borrower defaulting on their payments by causing the issuer to deposit funds into a restricted account used only to satisfy the reserve requirement. Once the debt is repaid, the bondholders release the reserve requirement, and the funds are then available for normal use. It is most often equal to the average or maximum annual debt service.

Recommended Policy: The policy should be dictated by terms outlined in contracts for debt obligations.

Debt Service Coverage

Debt service coverage is typically a requirement associated with revenue bonds, and it is an important benchmark to measure the riskiness of a utility's capital funding plans. It represents a margin, expressed as a multiple of the annual debt service, meant to increase the likelihood of timely repayment. A common debt service coverage ratio is 1.25x, meaning net operating revenue (gross revenue less operations and maintenance expenses) is 125% of the debt service payment for the year.

Recommended Policy: While 1.10 or 1.25 are common legal minimum coverage ratios for revenue bonds, FCS GROUP recommends a more conservative internal policy coverage target of at least 1.50 should the wastewater utility choose to utilize debt in the future.

Table 1 summarizes the recommended fiscal policies for the wastewater utility.

Table 1: Summary of Fiscal Policies

Policy	Recommended Target
Operating Reserve	25% of operating expenditures
Capital Reserve	A minimum of 1% of the original cost of fixed assets
Debt Service Coverage	If issued, an internal policy target of at least 1.50

Fund Balances

At the beginning of 2023, the cash and investments balance for the wastewater fund was \$63.9 million. The City internally distinguishes between operating, capital, and debt reserve funds, as shown in **Table 2**.

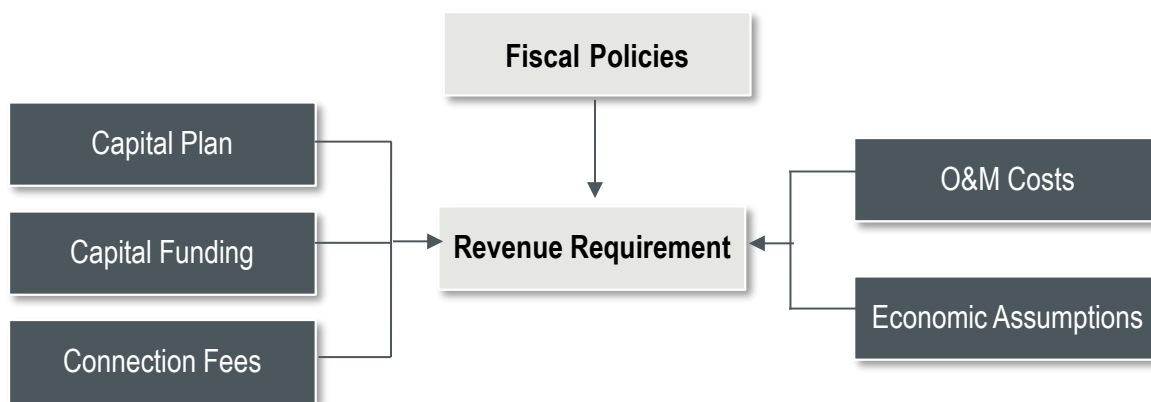
Table 2: Wastewater Utility Fund Cash Balances

Description	Beginning 2023 Cash Balances
Operating Reserve	\$12,256,827
Capital Reserve	37,948,668
Debt Reserve	13,674,364
Total Beginning Cash January 1, 2023	\$63,879,859

Rate Study

The main purpose of this rate study is to develop a funding plan (“revenue requirement”) for the City’s wastewater utility. The revenue requirement identifies the total revenue needed to fully fund the utility on a standalone basis considering operating and maintenance expenditures, fiscal policy achievement, and the capital project needs of the wastewater utility.

Exhibit 1: Revenue Requirement Overview



FINANCIAL PLAN ANALYSIS

Operating Fund

The operating fund monitors the financial operations linked to the maintenance of the wastewater system and supports the capital improvement program. As of the beginning of 2023, the Utility's initial fund balance stands at \$63.9 million.

Sources of Funds

The main source of operating fund revenue comes from wastewater rates, which account for nearly 98 percent of the total operating fund revenue. The remaining 2 percent is from interest earnings and other non-rate revenue streams.

Revenue Requirements

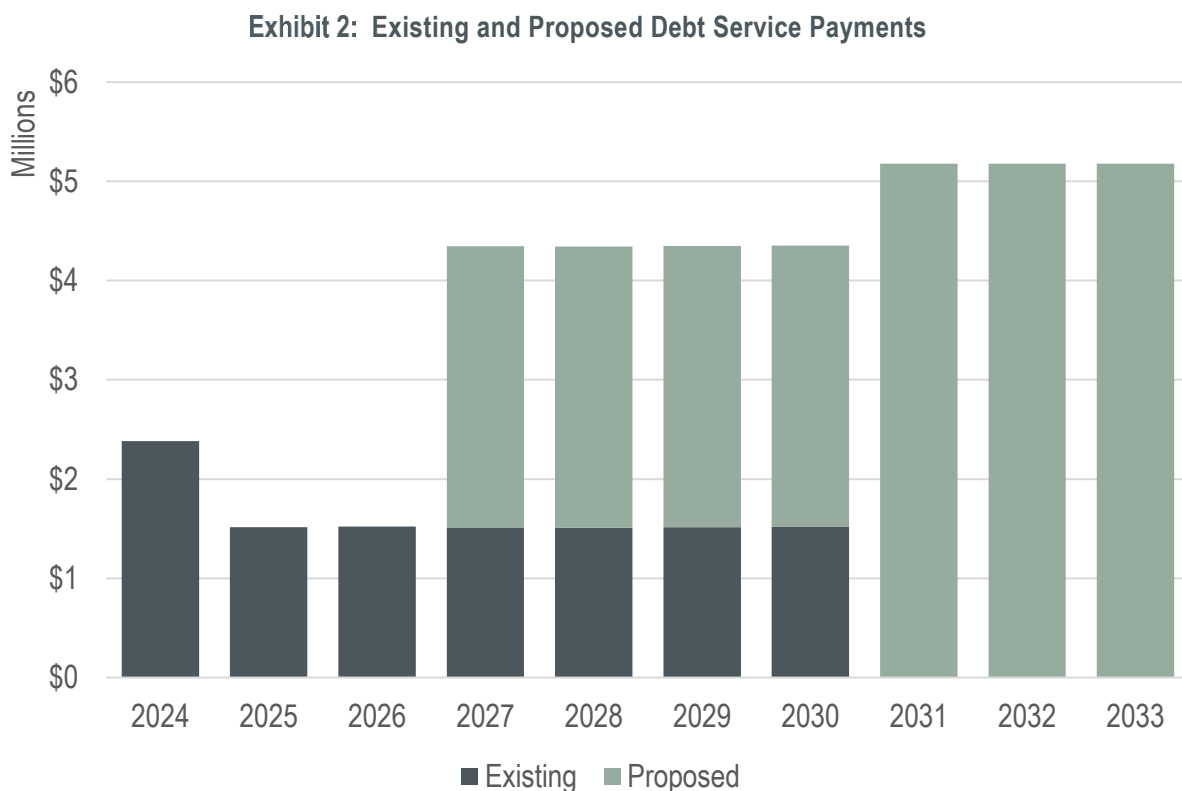
Appendix Table 1 summarizes the Operation and Maintenance (O&M) expenses. These costs cover personnel salaries, materials, supplies, and contractual services essential for the regular wastewater collection, treatment, and disposal activities. The assumptions section above provides context for the annual inflation rates, derived from historical patterns and consistently applied across the study duration. Furthermore, the Study incorporates routine capital enhancements, including investments in

equipment, fixtures, and the expansion of the vehicle fleet. Commencing in 2024 at \$12.3 million, the combined operating expenses escalate to \$15.7 million by 2033.

Exhibit 2 below outlines existing and proposed annual debt service payments for the capital program, encompassing principal, interest, and administrative fees. The debts pertain to various series, including Series 2003, 2009, 2010, 2012, and 2014 SRF loans and upcoming SRF loans. Below, we detail future debt series issuance, highlighting major debt issues and associated capital projects.

- 2025 Debt Series of \$39 million
 - Secondary Clarifier Mechanism Replacement
- 2029 Debt Series of \$32.2 million
 - Gravity Thickener / Fermenter
 - Tertiary Process for Regulation 31

The City's debt service payments are expected to peak at \$5.36 million in 2029, decreasing with the repayment of the older debts. See Exhibit 2 below for a visual representation of existing and proposed debt services from 2024 to 2033.

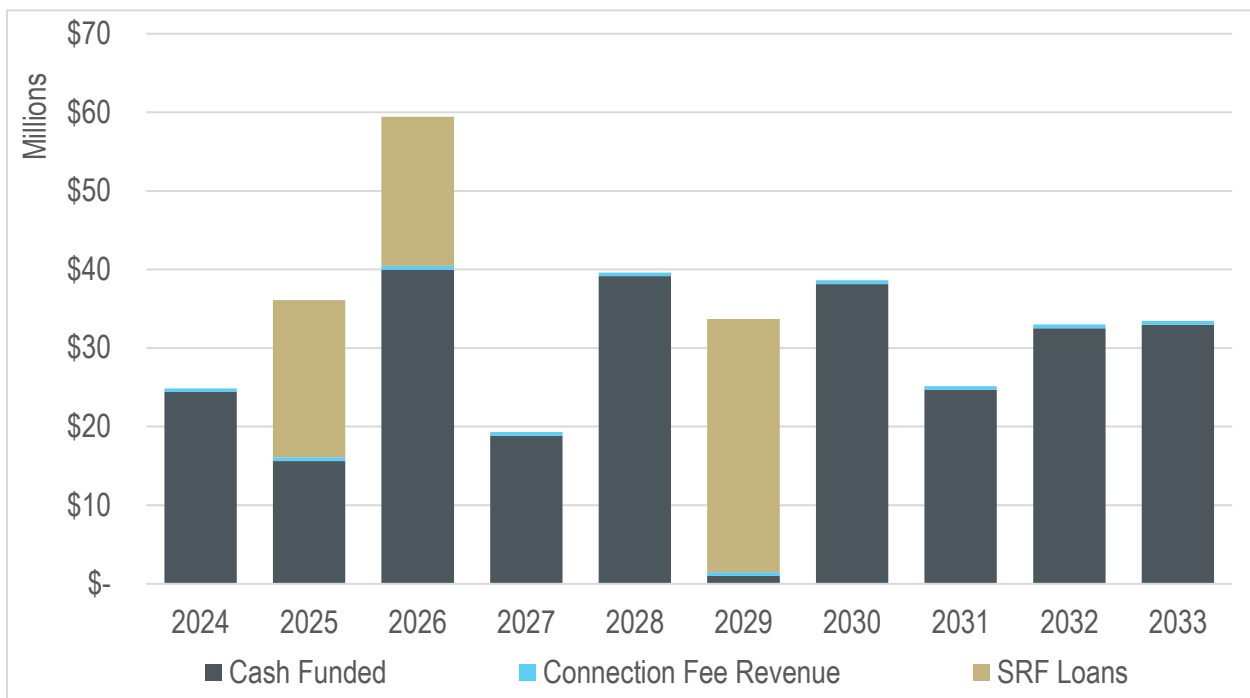


In **Exhibit 3** below, the Wastewater CIP outlines \$343.3 million in forecasted capital spending. Funding sources include \$267.4 million from rate revenue and reserves, \$4.8 million from connection fees, and \$71.2 million from State Revolving Fund loans. To address challenges like aging

infrastructure and inflation, we recommend maintaining reserve levels at 1% of net plant assets, starting at \$2.1 million and increasing to \$5.3 million by the end of the forecast period. These funds are crucial for addressing the following issues:

- Repair and replace aging infrastructure.
- Enhance nutrient removal systems to comply with permit regulations.
- Implement yearly rehabilitation initiatives for the Water Reclamation Facility's electrical systems.

Exhibit 3: Capital Funding Forecast

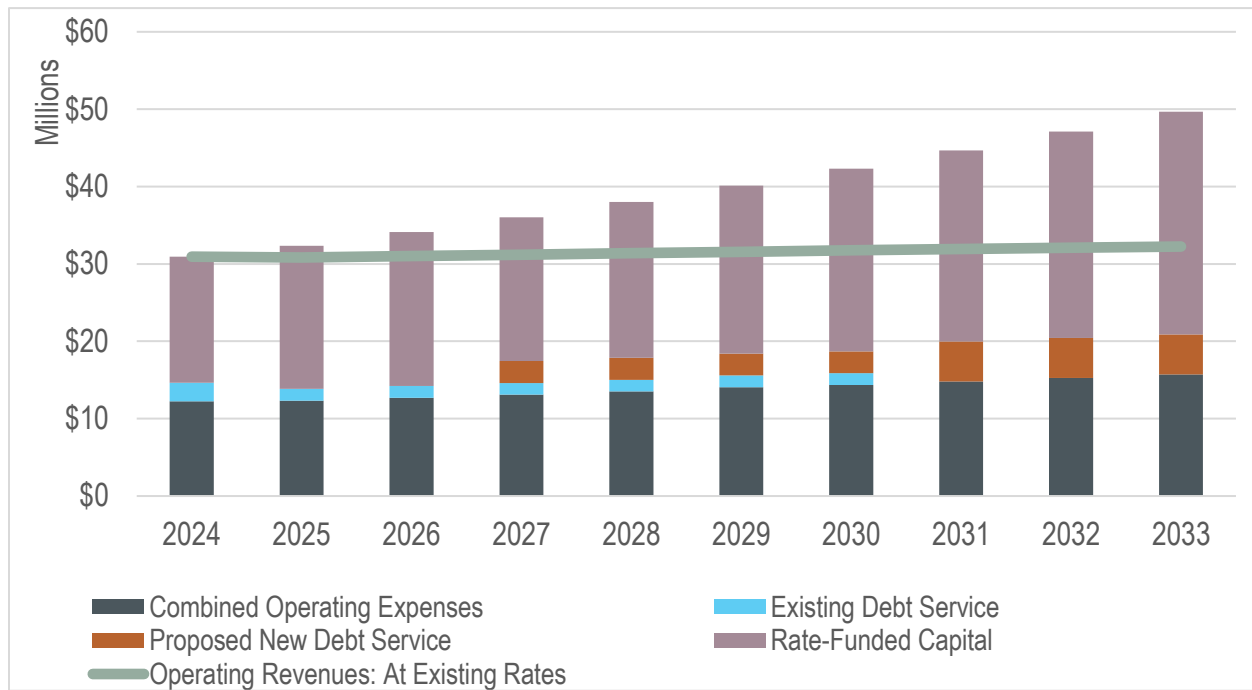


Indicated Revenue Adjustments

Revenue under existing 2024 rates is insufficient to meet the sum of annual O&M, debt service, and funding of capital projects, let alone maintaining appropriate reserve levels coverage requirements.

Exhibit 4 demonstrates the projected costs vs. the expected revenue from the existing wastewater rates.

Exhibit 4: Revenue at Existing 2024 Rates



To meet its obligations, the City should initiate rate increases of 5.0% starting in 2025 and continuing until at least 2033. **Exhibit 5** visually represents the revenue adequacy at the proposed rates for the study period between 2024 and 2033.

Exhibit 5: Revenue at Proposed Rates

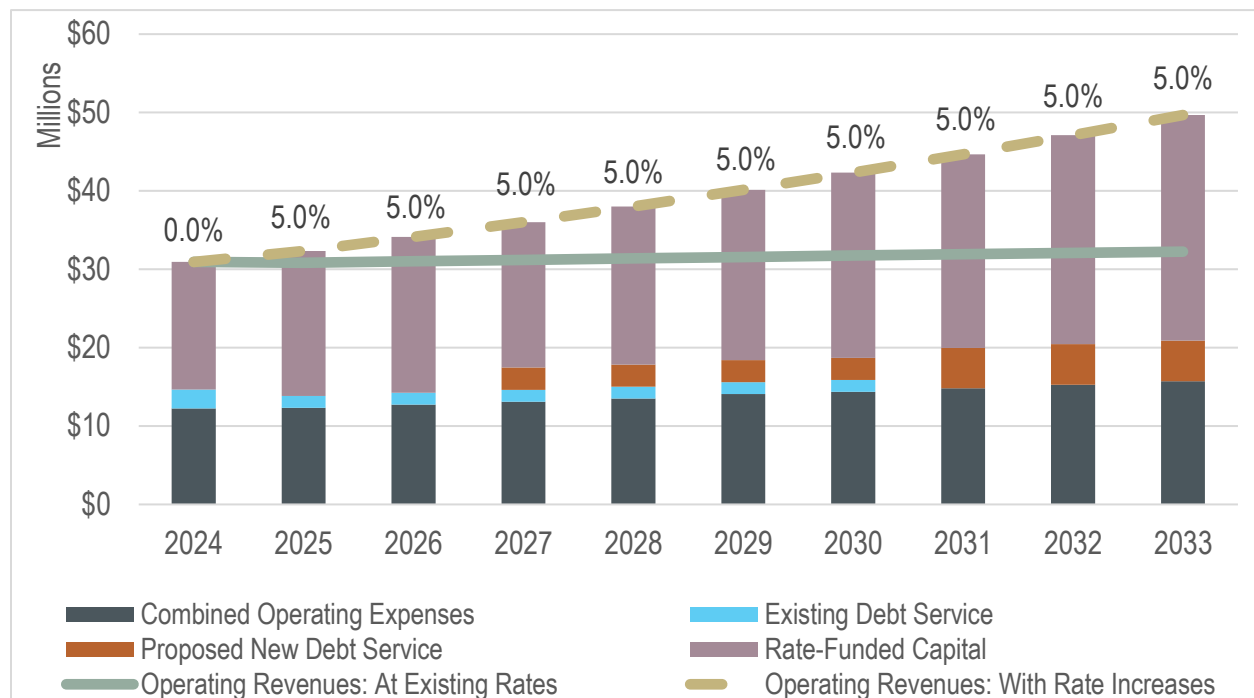


Table 3 summarizes the revenues and revenue requirements in the financial plan for 2025 to 2029, incorporating the recommended rate increases. Appendix Table 1 includes a detailed analysis of the financial plan and related calculations.

Table 3: Financial Summary

Revenue Requirement	2025	2026	2027	2028	2029
Operating Revenues	\$32,339,536	\$34,131,950	\$36,022,117	\$38,014,734	\$40,115,366
O&M Expenses	\$12,339,818	\$12,718,886	\$13,109,773	\$13,512,853	\$14,066,035
Debt Service	\$1,515,927	\$1,522,643	\$4,346,938	\$4,342,734	\$4,350,275
Cash-Funded Capital	\$18,483,791	\$19,890,421	\$18,565,406	\$20,159,147	\$21,699,056
Total Expenditures	\$32,339,536	\$34,131,950	\$36,022,117	\$38,014,734	\$40,115,366
Annual Surplus/(Deficiency)	-	-	-	-	-
Revenue Increase	5.0%	5.0%	5.0%	5.0%	5.0%

Projected Performance and Affordability

In 2021, the City's Median Household Income (MHI) was \$46,766¹, equivalent to \$51,116 in current-day dollars². The current average residential wastewater bill is approximately \$56,204 for a 5/8-inch water meter and 4,000 gallons per month. The median residential stormwater bill is \$5.36 in 2024. The City bills wastewater and stormwater together.

Table 4 outlines key performance indicators and affordability data for 2025-2029. Our projections confirm that the City can maintain reserve levels and debt service coverage throughout the forecast. Compliance with CWRPDA loan covenants includes three months' O&M reserves and 110% debt service coverage (1.10x); our forecast shows the City should meet both requirements. In addition, the City plans to use a substantial portion of its cash reserves to fund upcoming capital projects, reducing the need for rate increases. The calculations for the metrics outlined in Table 2 are as follows:

- Debt Service Coverage (Net Revenues Available for Debt Service / Total Debt Service),
- Days Cash on Hand (Unrestricted Cash / O&M Expenses * 365 days),
- MHI Indicator (Total Monthly Bill / (Annual Median Household / 12 Months)).

Table 4: Key Performance Indicators

Residential Indicator	2025	2026	2027	2028	2029
Total Monthly Utility Bill	\$58.78	\$61.46	\$64.26	\$67.20	\$70.30
Annual MHI	\$52,598	\$54,124	\$55,693	\$57,308	\$58,970
Percent of MHI	1.34%	1.36%	1.38%	1.41%	1.43%
Debt Service Coverage	2025	2026	2027	2028	2029
Net Revenues	\$18,483,791	\$19,890,421	\$18,565,406	\$20,159,147	\$21,699,056
Debt Service	\$1,515,927	\$1,522,643	\$4,346,938	\$4,342,734	\$4,350,275
Debt Service Coverage	12.19	13.06	4.27	4.64	4.99
Operating Reserve	2025	2026	2027	2028	2029
Operating Reserve (days)	90	90	90	90	90
Operating Reserve \$	\$3,042,695	\$3,136,164	\$3,232,547	\$3,331,936	\$3,468,337

¹ Source: <https://www.census.gov/quickfacts/fact/table/pueblacitycolorado/INC110221#INC110221>

² Adjusted by historical Employment Cost Index (ECI) – Wages and Salaries provided by the U.S. Bureau of Labor Statistics, <https://www.bls.gov/eci/home.htm>

Bill Impacts

Proposed Rates

FCS GROUP recommends future rate increases of 5.0% in 2025 through at least 2033 to meet the City's currently defined financial obligations. **Exhibit 6** shows the existing adopted 2024 rates and the proposed rates through 2028. See Appendix Table 3 for the complete 2024 through 2033 adopted and proposed rates schedule.

Exhibit 6: Adopted and Proposed Monthly Wastewater Rates

Across-the-Board Rate Schedule	Adopted 2024	Proposed 2025	Proposed 2026	Proposed 2027	Proposed 2028
Annual System-Wide Rate Increase	3.00%	5.00%	5.00%	5.00%	5.00%
Fixed Monthly charge by Meter Size					
3/4"	\$26.32	\$27.64	\$29.02	\$30.47	\$31.99
1"	\$31.31	\$32.88	\$34.52	\$36.25	\$38.06
1 1/2"	\$47.13	\$49.49	\$51.96	\$54.56	\$57.29
2"	\$70.39	\$73.91	\$77.60	\$81.49	\$85.56
3"	\$125.33	\$131.60	\$138.18	\$145.09	\$152.34
4"	\$183.84	\$193.03	\$202.68	\$212.82	\$223.46
6"	\$301.01	\$316.06	\$331.86	\$348.46	\$365.88
8"	\$399.07	\$419.02	\$439.97	\$461.97	\$485.07
Volume Charge: per kgal of water usage					
Non-Industrial Use	\$6.14	\$6.45	\$6.77	\$7.11	\$7.46
Industrial Use	\$6.14	\$6.45	\$6.77	\$7.11	\$7.46
Blende Sanitation District Non-Industrial Use	\$4.87	\$5.11	\$5.37	\$5.64	\$5.92
Blende Sanitation District Industrial Use	\$4.87	\$5.11	\$5.37	\$5.64	\$5.92
Septic Haulers	\$84.15	\$88.36	\$92.78	\$97.41	\$102.28
Excessive Strength Surcharge (\$ / lb)					
BOD ⁽¹⁾	\$0.38	\$0.40	\$0.42	\$0.44	\$0.46
TSS ⁽²⁾	\$0.19	\$0.20	\$0.21	\$0.22	\$0.23
Monitoring Charge (\$ / bill)					
All Excessive Strength Customers	\$421.73	\$442.82	\$464.96	\$488.21	\$512.62

(1) Applicable to strength concentrations in excess of 225 milligrams per liter of Biological Oxygen Demand (BOD)

(2) Applicable to strength concentrations in excess of 200 milligrams per liter of Total Suspended Solids (TSS)

Recommendation

Regular updates to the financial plan are essential to account for shifts in customer growth, volume sales, operating expenses, capital improvement needs, capital financing requirements, inflation, regulatory mandates, and other external influences. These updates provide valuable insights for determining necessary rate adjustments in response to these variables.

While indices like the Consumer Price Index (CPI) offer a general measure of inflation, wastewater costs are influenced by specific factors not fully accounted for by the CPI, such as regulatory changes, infrastructure maintenance, energy costs, and chemical expenses. Consequently, it is crucial for the City to regularly review its wastewater utility financial plan to recognize and address these nuanced factors.

APPENDIX

Table 1: Revenue Requirement (10-Year Forecast)

Revenue Requirement	Budget		Projected							
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
Revenues										
Rate Revenues Under Existing Rates	\$ 30,121,475	\$ 30,198,783	\$ 30,386,345	\$ 30,571,366	\$ 30,754,124	\$ 30,934,764	\$ 31,111,989	\$ 31,284,804	\$ 31,451,037	\$ 31,610,513
Non-Rate Revenues	<u>808,568</u>	<u>630,814</u>	<u>631,005</u>	<u>631,940</u>	<u>632,903</u>	<u>633,897</u>	<u>635,261</u>	<u>635,979</u>	<u>613,252</u>	<u>614,376</u>
Total Revenues	\$ 30,930,043	\$ 30,829,597	\$ 31,017,350	\$ 31,203,305	\$ 31,387,028	\$ 31,568,662	\$ 31,747,251	\$ 31,920,783	\$ 32,064,289	\$ 32,224,889
Expenses										
Cash Operating Expenses	\$ 12,262,275	\$ 12,339,818	\$ 12,718,886	\$ 13,109,773	\$ 13,512,853	\$ 14,066,035	\$ 14,357,150	\$ 14,799,175	\$ 15,255,013	\$ 15,725,102
Existing Debt Service	2,381,695	1,515,927	1,522,643	1,511,299	1,507,095	1,514,636	1,517,739	-	-	-
New Debt Service	-	-	-	2,835,639	2,835,639	2,835,639	2,835,639	5,178,219	5,178,219	5,178,219
System Reinvestment Funding	-	-	-	-	-	-	-	-	-	-
Additions Required to Meet Reserves	-	-	-	-	-	-	-	-	-	-
Total Expenses	\$ 14,643,970	\$ 13,855,745	\$ 14,241,529	\$ 17,456,711	\$ 17,855,587	\$ 18,416,310	\$ 18,710,527	\$ 19,977,394	\$ 20,433,232	\$ 20,903,320
Net Surplus (Deficiency)	\$ 16,286,074	\$ 16,973,852	\$ 16,775,821	\$ 13,746,594	\$ 13,531,441	\$ 13,152,351	\$ 13,036,723	\$ 11,943,389	\$ 11,631,058	\$ 11,321,569
Additions to Meet Coverage	-	-	-	-	-	-	-	-	-	-
Total Surplus (Deficiency)	\$ 16,286,074	\$ 16,973,852	\$ 16,775,821	\$ 13,746,594	\$ 13,531,441	\$ 13,152,351	\$ 13,036,723	\$ 11,943,389	\$ 11,631,058	\$ 11,321,569
Annual Rate Increase	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Cumulative Rate Increase	0.00%	5.00%	10.25%	15.76%	21.55%	27.63%	34.01%	40.71%	47.75%	55.13%
Rate Revenues After Increases	\$ 30,121,475	\$ 31,708,723	\$ 33,500,945	\$ 35,390,177	\$ 37,381,830	\$ 39,481,469	\$ 41,693,041	\$ 44,020,861	\$ 46,467,506	\$ 49,038,281
Additional Taxes from Rate Increase	-	-	-	-	-	-	-	-	-	-
Non-Rate Revenues	<u>808,568</u>	<u>630,814</u>	<u>631,005</u>	<u>631,940</u>	<u>632,903</u>	<u>633,897</u>	<u>635,261</u>	<u>635,979</u>	<u>613,252</u>	<u>614,376</u>
Total Operating Revenues After Rate Increases	\$ 30,930,043	\$ 32,339,536	\$ 34,131,950	\$ 36,022,117	\$ 38,014,734	\$ 40,115,366	\$ 42,328,303	\$ 44,656,840	\$ 47,080,758	\$ 49,652,657
Net Cash Flow After Rate Increase	\$ 16,286,074	\$ 18,483,791	\$ 19,890,421	\$ 18,565,406	\$ 20,159,147	\$ 21,699,056	\$ 23,617,775	\$ 24,679,446	\$ 26,647,526	\$ 28,749,337

Table 2: Fund Balance (10-Year Forecast)

	Budget		Projected							
Fund Balance	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
Operating Reserve										
Beginning Balance	\$ 2,857,290	\$ 3,023,575	\$ 3,042,695	\$ 3,136,164	\$ 3,232,547	\$ 3,331,936	\$ 3,468,337	\$ 3,540,119	\$ 3,649,112	\$ 3,761,510
Net Cash Flow After Rate Increase	16,286,074	18,483,791	19,890,421	18,565,406	20,159,147	21,699,056	23,617,775	24,679,446	26,647,526	28,749,337
less: Transfer of Surplus to Capital Fund	(24,126,945)	(18,464,671)	(19,796,952)	(18,469,023)	(20,059,757)	(21,562,655)	(23,545,994)	(26,952,148)	(26,535,128)	(28,633,424)
Ending Balance	\$ 3,023,575	\$ 3,042,695	\$ 3,136,164	\$ 3,232,547	\$ 3,331,936	\$ 3,468,337	\$ 3,540,119	\$ 3,649,112	\$ 3,761,510	\$ 3,877,422
Actual Days of O&M	90 days	90 days	90 days	90 days	90 days	90 days	90 days	90 days	90 days	90 days
Minimum Balance Requirement	\$ 3,023,575	\$ 3,042,695	\$ 3,136,164	\$ 3,232,547	\$ 3,331,936	\$ 3,468,337	\$ 3,540,119	\$ 3,649,112	\$ 3,761,510	\$ 3,877,422
Maximum Balance Requirement	\$ 3,023,575	\$ 3,042,695	\$ 3,136,164	\$ 3,232,547	\$ 3,331,936	\$ 3,468,337	\$ 3,540,119	\$ 3,649,112	\$ 3,761,510	\$ 3,877,422
Capital Reserve										
Beginning Balance	\$ 41,849,749	\$ 42,295,922	\$ 64,536,918	\$ 26,019,245	\$ 25,912,488	\$ 7,086,027	\$ 27,703,263	\$ 13,387,235	\$ 15,790,858	\$ 9,951,185
plus: System Reinvestment Funding	-	-	-	-	-	-	-	-	-	-
plus: Transfers from Operating Fund	24,126,945	18,464,671	19,796,952	18,469,023	20,059,757	21,562,655	23,545,994	26,952,148	26,535,128	28,633,424
plus: Capital Grants / Other Resources	-	-	-	-	-	-	-	-	-	-
plus: SCF Revenue	309,868	310,663	312,593	314,496	316,376	318,234	320,057	321,835	323,545	325,186
plus: Plant Investment Revenue	156,096	156,497	157,469	158,428	159,375	160,311	161,229	162,125	162,986	163,813
plus: Revenue Bond Proceeds	-	-	-	-	-	-	-	-	-	-
plus: SRF Loan Proceeds	-	39,000,000	-	-	-	32,218,697	-	-	-	-
plus: Other Loans 2 Proceeds	-	-	-	-	-	-	-	-	-	-
plus: Other Loans 3 Proceeds	-	-	-	-	-	-	-	-	-	-
plus: Interest Earnings	732,371	422,959	645,369	260,192	259,125	70,860	277,033	133,872	157,909	99,512
Total Funding Sources	\$ 67,175,029	\$ 100,650,712	\$ 85,449,301	\$ 45,221,383	\$ 46,707,121	\$ 61,416,784	\$ 52,007,576	\$ 40,957,216	\$ 42,970,426	\$ 39,173,119
less: Capital Expenditures	(24,879,107)	(36,113,793)	(59,430,056)	(19,308,895)	(39,621,094)	(33,713,521)	(38,620,341)	(25,166,359)	(33,019,241)	(33,473,507)
Ending Capital Fund Balance	\$ 42,295,922	\$ 64,536,918	\$ 26,019,245	\$ 25,912,488	\$ 7,086,027	\$ 27,703,263	\$ 13,387,235	\$ 15,790,858	\$ 9,951,185	\$ 5,699,612
Minimum Target Balance	\$ 2,092,895	\$ 2,454,033	\$ 3,048,334	\$ 3,241,423	\$ 3,637,634	\$ 3,974,769	\$ 4,360,972	\$ 4,612,636	\$ 4,942,828	\$ 5,277,563
Combined Beginning Balance	\$ 44,707,039	\$ 45,319,497	\$ 67,579,613	\$ 29,155,409	\$ 29,145,035	\$ 10,417,963	\$ 31,171,601	\$ 16,927,355	\$ 19,439,969	\$ 13,712,695
Combined Ending Balance	\$ 45,319,497	\$ 67,579,613	\$ 29,155,409	\$ 29,145,035	\$ 10,417,963	\$ 31,171,601	\$ 16,927,355	\$ 19,439,969	\$ 13,712,695	\$ 9,577,035
Ending Total Days of Operating Expenditures	1,349 days	1,999 days	837 days	811 days	281 days	809 days	430 days	479 days	328 days	222 days
Combined Minimum Target Balance	5,116,470	5,496,728	6,184,497	6,473,970	6,969,570	7,443,106	7,901,091	8,261,748	8,704,338	9,154,986

Table 3: Adopted and Proposed Rate Schedule

Across-the-Board Rate Schedule	Previous 2022	Existing 2023	Adopted 2024	Proposed 2025	Proposed 2026	Proposed 2027	Proposed 2028	Proposed 2029	Proposed 2030	Proposed 2031	Proposed 2032	Proposed 2033
Annual System-Wide Rate Increase			3.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Fixed Monthly charge by Meter Size												
3/4"	\$24.34	\$25.56	\$26.32	\$27.64	\$29.02	\$30.47	\$31.99	\$33.59	\$35.27	\$37.03	\$38.89	\$40.83
1"	\$28.95	\$30.40	\$31.31	\$32.88	\$34.52	\$36.25	\$38.06	\$39.96	\$41.96	\$44.06	\$46.26	\$48.57
1 1/2"	\$43.58	\$45.76	\$47.13	\$49.49	\$51.96	\$54.56	\$57.29	\$60.15	\$63.16	\$66.32	\$69.63	\$73.11
2"	\$65.09	\$68.34	\$70.39	\$73.91	\$77.60	\$81.49	\$85.56	\$89.84	\$94.33	\$99.05	\$104.00	\$109.20
3"	\$115.89	\$121.68	\$125.33	\$131.60	\$138.18	\$145.09	\$152.34	\$159.96	\$167.95	\$176.35	\$185.17	\$194.43
4"	\$169.98	\$178.48	\$183.84	\$193.03	\$202.68	\$212.82	\$223.46	\$234.63	\$246.36	\$258.68	\$271.62	\$285.20
6"	\$278.32	\$292.24	\$301.01	\$316.06	\$331.86	\$348.46	\$365.88	\$384.17	\$403.38	\$423.55	\$444.73	\$466.97
8"	\$369.00	\$387.45	\$399.07	\$419.02	\$439.97	\$461.97	\$485.07	\$509.33	\$534.79	\$561.53	\$589.61	\$619.09
Volume Charge: per kgal of water usage												
Non-Industrial Use	\$5.67	\$5.96	\$6.14	\$6.45	\$6.77	\$7.11	\$7.46	\$7.84	\$8.23	\$8.64	\$9.07	\$9.53
Industrial Use	\$5.67	\$5.96	\$6.14	\$6.45	\$6.77	\$7.11	\$7.46	\$7.84	\$8.23	\$8.64	\$9.07	\$9.53
Blende Sanitation District Non-Industrial Use	\$4.51	\$4.73	\$4.87	\$5.11	\$5.37	\$5.64	\$5.92	\$6.22	\$6.53	\$6.85	\$7.20	\$7.55
Blende Sanitation District Industrial Use	\$4.51	\$4.73	\$4.87	\$5.11	\$5.37	\$5.64	\$5.92	\$6.22	\$6.53	\$6.85	\$7.20	\$7.55
Septic Haulers	\$77.81	\$81.70	\$84.15	\$88.36	\$92.78	\$97.41	\$102.28	\$107.40	\$112.77	\$118.41	\$124.33	\$130.54
Excessive Strength Surcharge (\$ / lb)												
BOD ⁽¹⁾	\$0.38	\$0.38	\$0.38	\$0.40	\$0.42	\$0.44	\$0.46	\$0.48	\$0.51	\$0.53	\$0.56	\$0.59
TSS ⁽²⁾	\$0.19	\$0.19	\$0.19	\$0.20	\$0.21	\$0.22	\$0.23	\$0.24	\$0.25	\$0.27	\$0.28	\$0.29
Monitoring Charge (\$ / bill)												
All Excessive Strength Customers	\$389.95	\$409.45	\$421.73	\$442.82	\$464.96	\$488.21	\$512.62	\$538.25	\$565.16	\$593.42	\$623.09	\$654.24

(1) Applicable to strength concentrations in excess of 225 milligrams per liter of Biological Oxygen Demand (BOD)

(2) Applicable to strength concentrations in excess of 200 milligrams per liter of Total Suspended Solids (TSS)



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE SANGRE DE CRISTO ARTS CENTER IN THE AMOUNT OF \$1,500 TO SPONSOR THE ANNIVERSARY GALA ON FRIDAY, JUNE 7, 2024 AT 6 PM AT THE SANGRE DE CRISTO ARTS CENTER

SUMMARY:

Attached for consideration is a request for support of Sangre de Cristo Arts Center in the amount of \$1,500 to sponsor the Anniversary Gala on Friday, June 7, 2024, at 6 pm at the Sangre de Cristo Arts Center.

PREVIOUS COUNCIL ACTION:

Council sponsored this event for \$1,500 in 2023 and for \$1,200 in 2020, 2019, and 2017.

BACKGROUND:

As you prepare for the year 2024, we would like to invite you to sponsor the 52nd annual gala of the Sangre de Cristo Arts & Conference Center. "Journey to Japan" will celebrate Japanese culture and open our summer exhibition "Portrait of Nature: Myriads of Gods" on Friday, June 7th. The exhibition will showcase the work of two internationally renowned Japanese photographers, Nobuyuki Kobayashi and Masato Okazaki.

Their work highlights the Japanese culture's longtime reverence and respect for nature and how their thinking aligns with the Shinto belief that gods reside in all things. The Kobayashi and Okazaki aim to refocus today's societal narrative to a time when the spirits of gods in nature itself were revered. The works of two Colorado artists, Mieko Kaneshi and Margaret Kasahara, will also be displayed. Kaneshi combines the disciplined study of Japanese art with the boldness of the Wild West in a unique artistic style. Kasahara explores personal and social identity in her drawings, paintings, and

mixed media work.

This will be a special moment for the Arts Center, its board of trustees, staff, volunteers, and instructors, as we acknowledge and pay tribute to the vision, commitment, and perseverance of the Sangre de Cristo Arts & Conference Center's founders and supporters over the past half-century.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,500 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to the Sangre de Cristo Arts Center.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. SdC Arts SponsorLevels_Packet_Rev2_5_8.5x11 (002)
2. 2024 Contingencies (Council) Sangre de Cristo Arts Center

RESOLUTION NO. 15646

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE SANGRE DE CRISTO ARTS CENTER IN THE AMOUNT OF \$1,500 TO SPONSOR THE ANNIVERSARY GALA ON FRIDAY, JUNE 7, 2024 AT 6 PM AT THE SANGRE DE CRISTO ARTS CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,500 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to the Sangre de Cristo Arts Center to sponsor the Anniversary Gala on Friday, June 7, 2024, at 6 pm.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: May 28, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vincent Petkosek
DEPUTY CITY CLERK



SANGRE DE CRISTO ARTS & CONFERENCE CENTER GALA

JOURNEY TO JAPAN

日本への旅 52ND ANNIVERSARY GALA

2024 SPONSOR REQUEST PACKET

As you prepare for the year 2024, we would like to invite you to sponsor the 52nd annual gala of the Sangre de Cristo Arts & Conference Center. "Journey to Japan" will celebrate Japanese culture and open our summer exhibition "Portrait of Nature: Myriads of Gods" on Friday, June 7th.

The exhibition will showcase the work of two internationally renowned Japanese photographers, Nobuyuki Kobayashi and Masato Okazaki. Their work highlights the Japanese culture's longtime reverence and respect for nature and how their thinking aligns with the Shinto belief that gods reside in all things. The Kobayashi and Okazaki aim to refocus today's societal narrative to a time when the spirits of gods in nature itself were revered.

The works of two Colorado artists, Mieko Kaneshi and Margaret Kasahara, will also be displayed. Kaneshi combines the disciplined study of Japanese art with the boldness of the Wild West in a unique artistic style. Kasahara explores personal and social identity in her drawings, paintings, and mixed media work.

This will be a special moment for the Arts Center, its board of trustees, staff, volunteers, and instructors, as we acknowledge and pay tribute to the vision, commitment, and perseverance of the Sangre de Cristo Arts & Conference Center's founders and supporters over the past half-century.

We would be honored to have your support for this event.

Best regards,

Karen Vigil
Director of Development and Stewardship



SANGRE *de* CRISTO
ARTS *and* CONFERENCE CENTER

210 N. SANTA FE AVE, PUEBLO, CO 81003 | 719.296.7200 | SDC-ARTS.ORG/GALA



GALA
6.7.24

SPONSOR LEVELS



SANGRE DE CRISTO ARTS & CONFERENCE CENTER GALA
JOURNEY TO JAPAN
日本への旅 52ND ANNIVERSARY GALA



CHERRY BLOSSOM



- One Table of Ten (10 tickets)
- VIP Table Location
- Favors For All Table Guests

RECOGNITION

- Programs
- Slideshow
- Press Release
- Invitation
- Social Media
- Stage
- Signage

LOTUS



- Four Tickets
- VIP Table Location

RECOGNITION

- Programs
- Slideshow
- Invitation
- Signage
- Social Media

BONSAI



- Two Tickets

RECOGNITION

- Programs
- Slideshow
- Invitation
- Signage

WISTERIA



- One Ticket

RECOGNITION

- Programs
- Slideshow
- Invitation
- Signage

BAMBOO



- Programs
- Slideshow
- Signage



\$6,000

\$3,000

\$1,500

\$700

\$250

210 N. SANTA FE AVE, PUEBLO, CO 81003 | 719.296.7200 | SDC-ARTS.ORG/GALA

REGISTRATION FORM

PLEASE PRINT ALL NAMES LEGIBLY AND
EXACTLY AS THEY SHOULD APPEAR
IN PUBLICATIONS.



SANGRE DE CRISTO ARTS & CONFERENCE CENTER GALA

JOURNEY TO JAPAN

日本への旅

52ND ANNIVERSARY GALA

SPONSOR CONTACT:

Business Name: _____

Donor's Name(s): _____

(HOW YOU WISH IT TO APPEAR IN PRINTED MATERIALS)

Contact Person: _____ Phone:() _____ Fax:() _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

E-mail Address(es): _____

Administrative Contact(s): _____ Phone:() _____

Mail Invitations and tickets to: _____

(IF DIFFERENT FROM ABOVE)

Company Logo for donors \$6,000+, to provide camera ready art logo (hi-res PDF, EPS, SVG, AI files).

(USE OF COMPANY LOGO & COLORS FOR LOGO CANNOT BE GUARANTEED ON ALL MATERIALS.)

☐ File sent to yan@sdcs-arts.org ☐ Logo on disk enclosed ☐ Other _____ ☐ No Social Media

TYPE OF SUPPORT: ☐ Cherry Blossom \$6,000 ☐ Lotus \$3,000 ☐ Bonsai \$1,500 ☐ Wisteria \$700 ☐ Bamboo \$250

Sponsorship Level & Amount \$: _____

Underwriting Type & Amount \$: _____

CONTINUED ON NEXT PAGE >

REGISTRATION FORM CONTINUED

◆◆◆◆ (PLEASE LIST THE TEN NAMES IF AVAILABLE | SAME RECOGNITION AS BONSAI LEVEL: PROGRAMS | SLIDESHOW | INVITES | SIGNAGE) ◆◆◆◆

☐ \$1,750 Table Sponsor for 10 People: _____

☐ General Admission (Number of Tickets) _____ @\$155 / per person total \$ _____

☐ Donation Only (No ticket or sponsorship desired): _____

TOTAL AMOUNT TO BE BILLED: \$ _____

Special Instructions / Comments: _____

Please contact the following individual(s)/companies for possible sponsorship or in-kind support:

BILLING INFORMATION (PAYMENTS MUST BE RECEIVED TO BE LISTED IN PRINTED MATERIALS)

☐ Check - Enclosed is my check for \$ _____ made payable to the Sangre de Cristo Arts & Conference Center.

☐ Credit Card Account # _____ CVV Code _____ EXP. Date ____/____/____
(VISA OR MASTERCARD ONLY)

Name and billing address as it appears on card: _____

Donor's Signature: _____ **Date:** _____

PLEASE NOTE: DEADLINE FOR INCLUSION IN INVITATION IS APRIL 15, 2024 AND FOR PROGRAM IS MAY 9, 2024

SIGN AND MAIL, E-MAIL, OR FAX ORIGINAL FORM TO: Attn: Guest Services

Tax I.D. # 84-0624551

Donations are tax deductible minus the meal cost per ticket. Donations of \$250 or more may qualify for an Enterprise Zone Tax Credit.
Please check with your tax advisor.

Sangre de Cristo Arts & Conference Center

210 N. Santa Fe Ave.

Pueblo, CO 81003

E-mail: guestservices@sdcc-arts.org | Phone: 719.295.7200

(EXT. 0)

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE PUEBLO ZOOLOGICAL SOCIETY IN THE AMOUNT OF \$1,500 TO SPONSOR THE ZOOFARI ON FRIDAY, JUNE 21, 2024, AT 6 PM AT THE PUEBLO ZOO

SUMMARY:

Attached for consideration is a request for support of Pueblo Zoological Society in the amount of \$1,500 to sponsor the Zoofari on Friday, June 21, 2024 at 6 pm at the Pueblo Zoo.

PREVIOUS COUNCIL ACTION:

In previous years, City Council purchased individual tickets rather than sponsoring a table. In 2023, Council purchased 11 tickets, totaling \$1,320.

BACKGROUND:

Zoofari, the Pueblo Zoo's signature fundraiser, is back on Friday, June 21, 2024 and it's a party you won't want to miss!

In addition to supporting the incredible community asset that is the Pueblo Zoo, Zoofari guests experience the zoo like no one else. At our yard party style event, you and your guests will enjoy live music, delicious food and drink and make new friends (human and animal!).

This event offers experiences not seen at your normal fundraiser truck tours, Behind the Scenes experiences, unique auction items. (Have you ever wanted to see the inside of the lion house and witness lion training from just a few feet away?) Guest tickets will be included in your sponsorship, but instead of being seated at a table, guests will mix and mingle as they visit food stations. Our Association of Zoos and Aquariums accredited zoo, home to more than 300 animals, serves 100,000 visitors annually and

provides education programs for nearly every elementary school in Pueblo. Zoofari makes all this possible.

We ask that you consider joining us this year as a Zoofari sponsor. Your support provides funds used to accomplish ambitious goals, serve animals, and serve Pueblo.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,500 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to the Pueblo Zoological Society.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Dennis Flores.

ATTACHMENTS:

1. Zoo 2024 New Sponsor Request LETTER
2. 2024 Zoofari Sponsor Packet (2)
3. 2024 SPONSORSHIP REPLY - 1 page
4. 2024 Contingencies (Council) Zoofari

RESOLUTION NO. 15647

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE PUEBLO ZOOLOGICAL SOCIETY IN THE AMOUNT OF \$1,500 TO SPONSOR THE ZOOFARI ON FRIDAY, JUNE 21, 2024, AT 6 PM AT THE PUEBLO ZOO

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,500 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to the Pueblo Zoological Society to sponsor Zoofari on Friday, June 21, 2024, at 6 pm at the Pueblo Zoo.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: May 28, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vincent Petkosek
DEPUTY CITY CLERK

Dear Zoo Lover!

Zoofari, the Pueblo Zoo's signature fundraiser, is back on **Friday, June 21, 2024** and it's a party you won't want to miss!

In addition to supporting the incredible community asset that is the Pueblo Zoo, Zoofari guests experience the zoo like no one else. At our yard party style event, you and your guests will enjoy live music, delicious food and drink and make new friends (human and animal!). This event offers experiences not seen at your normal fundraiser – truck tours, Behind the Scenes experiences, unique auction items. (Have you ever wanted to see the inside of the lion house and witness lion training from just a few feet away?) Guest tickets will be included in your sponsorship, but instead of being seated at a table, guests will mix and mingle as they visit food stations.

Our Association of Zoos and Aquariums accredited zoo, home to more than 300 animals, serves 100,000 visitors annually and provides education programs for nearly every elementary school in Pueblo. **Zoofari makes all this possible.**

We ask that you consider joining us this year as a Zoofari sponsor. Your support provides funds used to accomplish ambitious goals, serve animals, and serve Pueblo. **As a sponsor, you'll position yourself in front of one of the most involved audiences in Pueblo.** The attached sheet provides event details, sponsorship levels, and sponsor benefits.

Thank you for your consideration. If you have questions or need more information, please call (719) 561-1452 ext. 106 or email pharrison@pueblozoo.org. If you are ready to reserve your spot, please complete and return the enclosed card. To ensure we are able to include you in all applicable print deadlines, please respond by April 11, 2024.

Sincerely,

Abigail Krause
Executive Director

The Pueblo Zoo is a registered 501(c)3 non-profit organization (Tax ID 84-0723360). All contributions are tax-deductible less ticket value received.

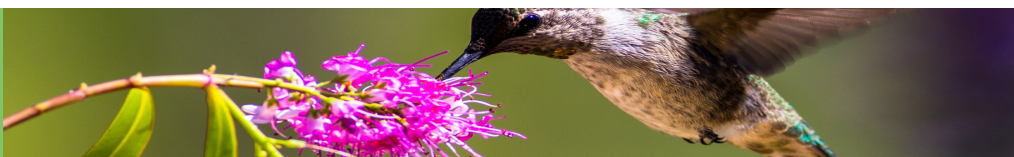
Zoofari



Empower. Engage. Conserve.

June 21, 2024

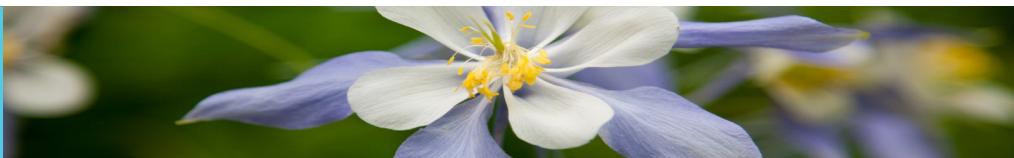
Event Info



ZOOFARI mixes fun, garden party elegance, a refreshing natural setting, and up-close animal encounters - something only the Pueblo Zoo can offer!

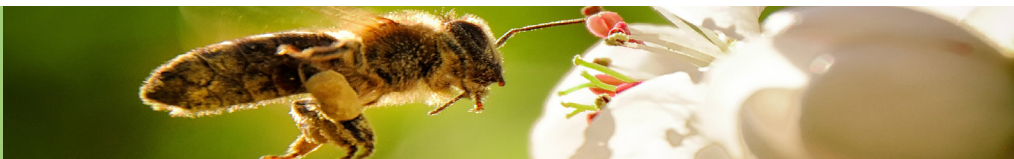
- Exclusive behind-the-scenes tours
- Animal encounters
- Live music
- Flowing food and libations
- Silent auction
- Live auction

Exposure



Zoo supporters and Zoofari attendees are engaged community members that value local businesses. Aligning yourself as a zoo supporter shows them that you value and invest in the places they love.

The Cause

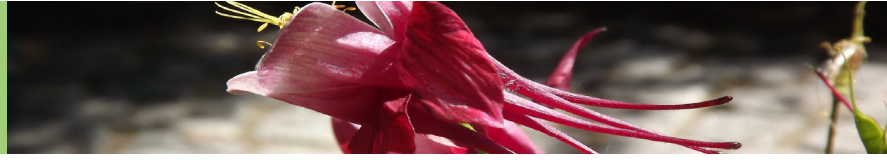


Located in Pueblo City Park since the early 1920's, the Pueblo Zoo is a hallmark of Pueblo life and culture. Today, the Pueblo Zoo welcomes 100,000 annual visitors from across the country. The Pueblo Zoo is a trusted voice for animal conservation and directly supports the conservation of three ambassador species. Zoofari provides critical funding for care of 300 animals and education programs serving more than 10,000 local students.

Zoofari

June 21, 2024

Sponsor Benefits



	Premier	Leadership	Supporter	Friend
	\$3,000	\$1,500	\$750	\$400
Zoofari Tickets	16	8	4	2
Day passes to zoo	16	8	4	2
Zoofari Program recognition				
Invitation to Donor Reception (Dec. 2023)				
Logo and link on Zoofari webpage				
Recognition (x1) in monthly eNews				
Logo on animal displays at event				
Name recognition Fall ZooNews (2,000+ mailed)				
Recognition Zoofari invitations*				
Recognition by Director at event stage				

* recognition dependent on sponsor confirmation by April 10 for invitation

More info: Patrice Harrison, Special Events Coordinator
719.561.1452 x106 pharrison@pueblozoo.org

ZOOFARI

Friday, June 21, 2024

5:00-8:00pm

The wildest garden party that only the Pueblo Zoo can do!

Yes, I would like to support Zoofari at the Pueblo Zoo!

Name _____ Company _____

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

Sponsor level ☐ \$3,000 ☐ \$1,500 ☐ \$750 ☐ \$400

Individual Ticket \$125 quantity _____

☐ I'd also like to donate an auction item. Please contact me.

☐ I am unable to sponsor, but would like to donate \$ _____

☐ My check is enclosed

☐ Please send me an invoice

Thank you for your support!



The portion of your contribution that exceeds the fair market value (FMV) of goods received is tax deductible. The FMV of each Zoofari ticket is \$45 and each daytime pass is \$12.

Return to:

Patrice Harrison - pharrison@pueblozoo.org

719-561-1452 ext 106

3455 Nuckolls Ave, Pueblo, CO 81005

[illegible]



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Joe Latino, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE CSU PUEBLO FOUNDATION IN THE AMOUNT OF \$200 TO SPONSOR THE CSU PUEBLO PRESIDENT'S GALA ON SATURDAY, MAY 18, 2024, AT 5:30 PM AT THE CSU PUEBLO BALLROOM.

SUMMARY:

Attached for consideration is a request for support of the CSU Pueblo Foundation to sponsor the President's Gala on Saturday, May 18, 2024, at 5:30 pm at the CSU Pueblo Ballroom in the amount of \$200.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2022 with \$1,500 and in 2019 with \$875.

BACKGROUND:

Robert H. Rawlings Foundation, Andrew Trainor, Dr. Patricia Orman, and Las Comadres will be honored as part of the Colorado State University Pueblo 2024 President's Blue and Red Gala on Saturday, May 18. Proceeds from the Gala directly benefit future generations of CSU Pueblo students through scholarships and programs.

This resolution will add \$200 to the existing purchase of two tickets (\$150 each) for a total of \$500, putting the City at the 'Friend' level sponsorship.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$200 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to the CSU Pueblo Foundation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Joe Latino.

ATTACHMENTS:

1. CSU 24-Gala Invite
2. CSU 2024 Combo Sponsorship Packet 3
3. 2024 Contingencies (Council) CSU Pueblo Presidents Gala

RESOLUTION NO. 15648

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE CSU PUEBLO FOUNDATION IN THE AMOUNT OF \$200 TO SPONSOR THE CSU PUEBLO PRESIDENT'S GALA ON SATURDAY, MAY 18, 2024, AT 5:30 PM AT THE CSU PUEBLO BALLROOM.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$200 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to CSU Pueblo Foundation to sponsor the President's Gala on Saturday, May 18, 2024 at 5:30 pm at the CSU Pueblo Ballroom.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: May 28, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vincent Petkosek
DEPUTY CITY CLERK



PRESIDENT'S BLUE & RED GALA

MR. ARMANDO VALDEZ AND MRS. ANGELICA VALDEZ
CORDIALLY INVITE YOU TO THE
2024 COLORADO STATE UNIVERSITY PUEBLO
PRESIDENT'S BLUE AND RED GALA

SATURDAY, MAY 18

COCKTAILS & HORS D'OEUVRES - 5:30 PM

DINNER & AWARDS - 6:30 PM

OCCHIATO STUDENT CENTER BALLROOM
2200 BONFORTE BLVD | PUEBLO, CO 81001

PRESIDENT'S DISTINGUISHED SERVICE AWARDS

ROBERT HOAG RAWLINGS FOUNDATION

DR. PATRICIA ORMAN

ANDREW TRAINOR, A80

LAS COMADRES

FORMAL ATTIRE REQUESTED | \$150 PER PERSON

RSVP BY MAY 13 - WWW.CSUPUEBLOGALA.COM

President's Gala

Saturday, May 18, 2024

PLATINUM: \$5,000

Benefits of Gold Level +

- Additional corporate table of eight (2 tables total)
- Premier placement of logo on Gala banner
- Name listed in program
- Logo displayed on sign at cocktail hour buffet table and logo displayed on sign at bar
- One additional named scholarship (\$1,000) for AY2024-25

GOLD: \$3,000

Benefits of Silver Level +

- Logo displayed on Gala banner
- Name displayed at cocktail hour buffet table and bar
- One named scholarship (\$1,000) for AY2024-25
- Invitation to Friends & Scholars Luncheon in the fall of 2025 to meet scholarship recipients

SILVER: \$2,000

- One (1) corporate table of eight
- Name listed on banner and in program
- Membership to the President's Club for AY2024-25
- Invitation to the 2025 President's Club Cocktail Party

BRONZE: \$1,000

- Six tickets
- Name listed in Gala program
- Invitation to the 2025 President's Club Cocktail Party

FRIEND: \$500

- Two tickets
- Name listed in Gala program

GALA/PRESIDENT'S CLUB COCKTAIL PARTY COMBO: ADD \$250

Add the President's Club Lead Sponsorship to your Gala Sponsorship for just \$250 (a \$250 value). You'll receive the following benefits at the Presidents' Club Cocktail Party:

- Four tickets to the President's Club Cocktail Party
- Logo displayed at the President's Club Cocktail Party
- Company promotion on all Foundation social media outlets
- Logo displayed on post-event "thank you" email to attendees



[illegible]



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES, COLORADO PARKS AND WILDLIFE, FOR A LWCF GRANT PLAY FAIR PARK, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2441 - MINNEQUA LAKE TRAIL, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$875,000 TO PROJECT NO. CI2441 - MINNEQUA LAKE TRAIL, AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$875,000 FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT AS AUTHORIZED BY SECTION 603(C)(1) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

SUMMARY:

This Ordinance approves and accepts a grant agreement from the State of Colorado Department of Natural Resources, Colorado Parks and Wildlife, for a Land, Water, Conservation Fund (LWCF) Grant to construct an accessible paved trail around Lake Minnequa connecting to a fishing dock and playground at Veteran's Park at Lake Minnequa.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

In 2009, the City purchased Lake Minnequa from the steel mill and began developing the regional stormwater detention facility into a Community Park that would benefit the entire community. Initially, the trail was developed with gravel, but with time has become difficult to maintain as an ADA accessible path. The award of the funds will allow the City to renovate and upgrade the existing trails with new concrete trails. This

new surface will provide accessible routes to the fishing dock, playground area, restroom and concession, basketball / pickleball courts, sports fields, exercise equipment, and parking lots.

FINANCIAL IMPLICATIONS:

The total \$1,750,000 in funds are from grants for this project. No City general fund monies will be used for this project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not accepting these funds would likely result in inaccessible access to the many facilities within Veteran's Park at Lake Minnetonka.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. LWCF Grant Award Letter and Agreement_5.13.24
2. Exhibit A - Scope
3. Exhibit B - Budget
4. Exhibit C - Federal Provisions
5. Exhibit D - PII Certs
6. Exhibit E - Option Letter
7. EXHIBIT F - LWCF PROVISIONS (UPDATED 5.23)

ORDINANCE NO. 10711

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES, COLORADO PARKS AND WILDLIFE, FOR A LWCF GRANT PLAY FAIR PARK, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2441 - MINNEQUA LAKE TRAIL, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$875,000 TO PROJECT NO. CI2441 - MINNEQUA LAKE TRAIL, AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$875,000 FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT AS AUTHORIZED BY SECTION 603(C)(1) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

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

SECTION 1.

The Grant Award Letter (Intergovernmental Grant Agreement), CMS Number 190744, Encumbrance Number CTGG1 PMAA 2024*3897, ("Agreement") award the City of Pueblo, a Municipal Corporation, from the State of Colorado Department of Natural Resources, Colorado Parks and Wildlife, for the LWCF project titled Play Fair Park, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

Project Number CI2441 - Minnequa Lake Trail is hereby established.

SECTION 4.

The grant award from the State of Colorado Department of Natural Resources, Colorado Parks and Wildlife, totaling \$875,000.00 is hereby approved and accepted in accordance with the Agreement.

SECTION 5.

All funds accepted pursuant to this Ordinance shall be budgeted and appropriated into Project Number CI2441 - Minnequa Lake Trail. Said funds shall only be expended and used for this project.

SECTION 6.

The transfer of funds in the amount of \$875,000 is hereby authorized from Project CI2113 – American Rescue Plan Act for the development of Play Fair Park.

SECTION 7.

Pursuant to the Agreement, the State of Colorado Department of Natural Resources, Colorado Parks and Wildlife, may unilaterally amend the terms or the amount of grant funds pursuant to an Option Letter or Grant Funding Change Letter. In the event the State increases the grant award via such a letter, the additional funds may be accepted pursuant to this Ordinance and budgeted and appropriated into Project Number CI2441 Minnequa Lake Trail, where said funds shall only be expended and used for this project.

SECTION 8.

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

SECTION 9.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 13, 2024.

Final adoption of Ordinance by City Council on May 28, 2024.

DocuSigned by:

B7A4E51823AB462

President of City Council

Action by the Mayor:

☒ Approved on 5/30/2024 | 7:23 AM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:

3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST



Deputy City Clerk

GRANT AWARD LETTER

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Natural Resources Colorado Parks and Wildlife 6060 Broadway Denver, CO 80216	Agreement Number CMS Number: 190744 Encumbrance Number: CTGG1 PMAA 2024*3897 Grant Amount Total for all State Fiscal Years: \$875,000.00
Grantee City of Pueblo 1 City Hall PL Pueblo, CO 81003 Grantee UEI NJK3BNUDRHJ7	Total for all State Fiscal Years: \$875,000.00
Grant Issuance Date The Effective Date	
Grant Expiration Date March 31, 2027	
Grant Authority The Contract is exempt from the procurement code under 24-101-105(1)(II.5) and Procurement Rule R-101-105-01. Authority to enter into this Contract exists in C.R.S. 33-10-107(1)(e). Assistance Listing Number # 15.9160	Local Match Amount Total for all State Fiscal Years: \$875,000.00

Grant Purpose The purpose of the Agreement is to construct Play Fair Park in Pueblo.
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: 1. Exhibit A, Statement of Work. 2. Exhibit B, Budget. 3. Exhibit C, Federal Provisions. 4. Exhibit D, PII Certification 5. Exhibit E, Sample Option Letter 6. Exhibit F, LWCF Project Agreement Federal Provisions In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit C, Federal Provisions. 2. The provisions of the other sections of the main body of this Grant. 3. Exhibit A, Statement of Work. 4. Exhibit D, PII Certification 5. Exhibit E, Sample Option Letter 6. Exhibit B, Budget. 7. Exhibit F, LWCF Project Agreement Federal Provisions

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate

STATE OF COLORADO

Jared S. Polis, Governor
Colorado Department of Natural Resources
Dan Gibbs, Executive Director
Colorado Parks and Wildlife

Signature

Printed Name

Signatory's Title

Date: _____

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Signature

Printed Name

Signatory's Title

Effective Date: _____

<u>SUMMARY OF GRANT AWARD TERMS AND CONDITIONS</u>	1
<u>SIGNATURE PAGE</u>	2
1. <u>GRANT</u>	3
2. <u>TERM</u>	3
3. <u>DEFINITIONS</u>	4
4. <u>STATEMENT OF WORK</u>	7
5. <u>PAYMENTS TO GRANTEE</u>	7
6. <u>CONFIDENTIAL INFORMATION-STATE RECORDS</u>	9
7. <u>CONFLICTS OF INTEREST</u>	11
8. <u>INSURANCE</u>	11
9. <u>REMEDIES</u>	11
10. <u>DISPUTE RESOLUTION</u>	11
11. <u>NOTICES AND REPRESENTATIVES</u>	11
12. <u>RIGHTS IN WORK PRODUCT AND OTHER INFORMATION</u>	11
13. <u>GOVERNMENTAL IMMUNITY</u>	12
14. <u>GENERAL PROVISIONS</u>	12

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date. If the 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 Insert Exhibit Number.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund

this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. **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. **"Budget"** means the budget for the Work described in Exhibit B.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- D. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- E. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant

- J. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- L. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. Insert Federal Awarding Agency's Full Legal Name and Acronym is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- O. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- P. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and “Parties” means both the State and Grantee.
- R. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- T. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- U. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- V. **“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, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the

time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, 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.

- W. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- X. **“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.
- Y. **“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.
- Z. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- AA. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- BB. **“Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- CC. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- DD. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- EE. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- FF. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the "Local Match Amount"). Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount

for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to 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).

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

F. Grant Funding Change- State's Option

The State, at its discretion, shall have the option to increase or decrease the funding provided under the same terms specified herein. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Grant Award Letter

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless

the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its 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 CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns 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.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding 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 D on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit D 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

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of

and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor 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 Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor'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.

L. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit C at all times during the term of this Grant.

EXHIBIT A

LWCF GRANT APPLICATION			
Applicant or Organization Name: City of Pueblo			
Complete Mailing Address: 1 City Hall Place			
Applicant Lead Contact Name: Luann Martinez			Title: Grant and Development Administrator
Telephone: 719-5568-7726	Email: lmartinez@pueblo.us		Is this the primary contact for this grant: ☒ YES ☐ NO
DUNS #:			
PROJECT MANAGER (this person will have day-to-day responsibility for the project)			
Name: Steven Meier			
Telephone: 719-553-2783		Email: smeier@pueblo.us	
PRIMARY PARTNER INFORMATION (IF APPLICABLE)			
Name: n/a			
Mailing Address:			
Partner Contact Name:			Title:
Telephone:	Email:		Is this the primary contact for this grant: ☐ YES ☐ NO
TYPE OF PROJECT			
☒ Outdoor Development Only		☐ Acquisition Only	
☐ Combination Project **Complete both tables			
Table 1 – Outdoor Development			
Project Title Play Fair Park			
Grant Request: \$875000		Match: \$875000	
Total Project Cost: \$1750000			
☐ Creates a new park ☐ Expands an existing park ☒ Neither			
Has this park/resource previously received LWCF funding? ☐ YES ☒ NO			
Project Description: Provide a brief statement explaining project specific work, and a second statement explaining the overall project (if larger than the proposed work). 250-word max. Play Fair Park will be Southern Colorado's first accessible and inclusive playground, offering many opportunities for people - with or without disabilities - to develop cognitive, physical, social and sensory skills. This project focuses on constructing a concrete trail system in the park to offer a range of outdoor experiences to people with varying abilities. It will convert the current gravel trail around the lake concrete, including paved lakeside fishing docks made for wheelchair access. New paved trails will also be created from ADA parking to the play areas, shelter and bathrooms, sports fields and courts, from the edge of the play area to the play equipment and between the play equipment. Trails in this proposal will create healthy recreation and transportation opportunities by providing people of all ages and abilities with attractive, safe, accessible, and low- or no-cost places to cycle, walk, hike, jog, or skate. They will also enable parents, caregivers and older siblings with disabilities into the play areas to supervise children or take part in the fun.			

EXHIBIT A

Table 2 – Acquisition	
Project Title n/a	
Grant Request: \$	Match: \$
Total Project Cost: \$	Acres to be purchased: 0
☐ Creates a new park ☐ Expands an existing park ☒ Neither	
Acquisition Description: Provide a description of the property (including current ownership) and an explanation of the need for its acquisition. This project augments an existing park near Lake Minnequa in Pueblo, CO, with concrete trails that connect the parking lot to playground areas, sports fields, open space, fishing docks and around the lake. The City of Pueblo owns the land and has Right of Way; no additional land will be acquired.	
PROJECT LOCATION	
Town or City: Pueblo	
County: Pueblo	
Address (including zip code): 3005 Lakeshore Drive Pueblo, CO 81004	
LANDOWNERSHIP (all projects) City of Pueblo	
1. Provide the name(s) of the property owners: City of Pueblo	
2. The project property is controlled by: ☐ Fee Simple ☐ Lease ☐ Easement ☒ Other	

EXHIBIT A

2023 LWCF

"Play Fair Park" Trails

EXHIBIT A CERTIFICATIONS

Match & Reimbursement: LWCF is a 50-50 matching grant program. I certify that match is available and am aware that the grant, if approved, will be paid on a reimbursable basis upon submittal of acceptable backup documentation and narrative progress reports to the State of Colorado.

6(f) Dedication: Properties receiving LWCF assistance must be maintained, **in perpetuity**, for public outdoor recreation. I certify that I shall record on the real property title that it has been dedicated to public outdoor recreation in perpetuity per section 6(f) of the Land and Water Conservation Fund Act, prior to final reimbursement under this program.

Inspections and Conversions: LWCF-assisted properties shall be inspected at least once every five years after project completion, and may be conducted in conjunction with Colorado Parks and Wildlife and/or National Park Service (NPS) staff. If non-public recreation use is discovered, or is proposed on the property, our entity will work with State and/or NPS LWCF staff to determine and resolve any potential conversion issues.

Cooperation: I will adhere to all applicable local, state and federal laws and regulations, as well as guidelines governing the LWCF program.

I have read and understood the criteria above. On behalf of the applicant entity, I certify to the best of my knowledge that the information in this application is true and correct. Authorized Representative: (Type or Print)

Name:	Nicholas A. Gradisar
Title:	Mayor
Address:	1 City Hall Place
City, State & Zip:	Pueblo, CO 81003
Entity Name:	City of Pueblo

Signature of Authorized Representative:



Date:

NOV 22, 2022

EXHIBIT A

Land and Water Conservation Fund Grant Program

City of Pueblo “Play Fair Park”

Project Narrative Contents

Describe and quantify the types of resources and features of or on the property (e.g., 50 acres of forested area, 2,000 feet of waterfront, scenic views, unique features, recreation amenities, historic/cultural resources)

Lake Minnequa was established in 1873 to supply water to the residents of the new town of South Pueblo. Following the establishment of the CF&I Company, the lake provided the water for making steel, holding water diverted from the St. Charles River. The original intent of the company may not have been to open the reservoir for recreational purposes, but immediately after the lake was completed, but it became a gathering place for the public. At the turn of the 20th century, trees and flowers were planted around the reservoir and sports such as boating, fishing and swimming became popular pastimes. An early trolley system connected the park with other parts of Pueblo. In 1902 an amusement park opened near the lake, providing a variety of activities for area residents. It operated until 1940. For over 75 years, between 1874 and the early 1950's, Lake Minnequa was described as “the poor man's country club”.

In 1976, CF&I closed the lake to recreational uses in favor of industrial purposes. For almost two decades, the lake was used exclusively for quenching and cooling operations. Relics from the old amusement park rusted and deteriorated, and the land became a blemish on the landscape, a forgotten illegal dumping area that collected storm water from Pueblo's South Side as it drained into the Arkansas River. The steel mill changed its ownership and radically changed operations and no longer used the lake. A thorough Brownsfield assessment cleared the way for reuse. The City of Pueblo began a community master planning process for the area which was published widely to attract investors.

In 2004, Lakewood Sen. Norma Anderson, then chairing the Great Outdoors Colorado board, and GOCO board member Len Gregory of Pueblo traveled to the lake by bus to see the area's potential first-hand. Sen. Anderson told Pueblo's City Council that Lake Minnequa was exactly the kind of project for which GOCO Colorado funds are intended. With a promise of funding from GOCO, the City purchased the lake and surrounding area on December 22, 2009 and embarked on a series of improvements that became the largest recreational expansion in Pueblo's history.

Initial developed focused on stormwater management, integrating regional water quality and detention components. With a \$7million capital investment, Lake Minnequa serves as a water detention facility for the entire south portion of the City of Pueblo. Water is diverted to the lake by a network of natural drainageways and underground pipes connecting storm drains to the pond. By capturing and retaining stormwater runoff, the rate of the runoff from storm water is slowed, protecting surrounding neighborhoods from flooding. An existing mechanical outlet controls the out-flow of water as needed to maintain the desired water level. The process allows for pollutants to be removed naturally as they settle to the bottom of the lake before reaching the Arkansas River. Water is processed downstream for reuse.

Subsequent phases of the area's development expanded the recreational facilities and activities at the lake that includes: 16 acres of athletic turf fields, four outdoor regulation basketball courts, playgrounds, shelters, accessible picnic areas, lighting, 2.5 miles bike/walking trail around the lake, restrooms, and great parking.

The city and the Pueblo Board of Water Works added water to the lake, while Colorado Parks and Wildlife has stocked it with fish: thousands of half-inch redear sunfish, two-inch bluegill and eight-inch catfish, and now 300 catchable rainbow trout about ten inches in length have all been added. Lake Minnequa is surrounded by natural vegetation to improve bank stability and aesthetic appeal. Varieties of waterfowl occupy the lake. Its banks are home to toads and frogs, garter snakes, turtles, and moles. Lizards, roadrunners, and foxes run across the natural ground at all times of day. Mule deer can be seen at dusk and dawn. Because so many critters can be spotted, all indications are that the wildlife is coming back after this park's restoration.

EXHIBIT A

Now named Lake Minnequa Veteran's Memorial Park and Open Space, it is a destination park for families in Southern Colorado. It fulfills a critical role in community wellness for people with and without disabilities, creating a positive environment for physical activity and enjoyment of the outdoors, and is the most significant open space area within the City's corporate boundary and the development of regional park facilities needed to serve the Pueblo Community. The park feels surprisingly not urban, even though it's located in the city and squarely in the middle of census tracts qualifying as Areas of Persistent Poverty.

The park's development has brought about new interest in the redevelopment of properties south of the lake along Pueblo Boulevard (SH 45) and along Lake Avenue (east of the lake). The City's Urban Renewal Authority established a new Urban Renewal District from St. Mary-Corwin Hospital to the Lake Avenue/Pueblo Boulevard intersection.

Describe the current uses (if any) or disposition of the property to be acquired or developed, if uses will need to be discontinued, or the site rehabilitated. Please explain any existing non-outdoor recreation or other non-public uses that are intended to continue on the property on an interim or permanent basis.

Trails are often seen only for their benefit on the recreational or environmental aspects, rather than the total package of benefits a trail system can provide, including public health, economic and transportation and even community pride and identity. In addition to providing a safe place for people to enjoy recreational activities, trails also function as viable transportation corridors. The Pueblo Trail System offers more than 30 miles of scenic trails for running, walking and biking. The Lake Minnequa Trail offers an opportunity to enjoy the outdoors with a trail that rings a lake and offers views of ponds and wetlands. This rich habitat provides a haven for birds and other wildlife.

Pueblo was recently awarded MMOF funds to add a 12' wide concrete multi-use trail within an existing drainage ditch from Lake Minnequa to Pueblo Blvd with on-street bike lanes from the trail to Prairie Avenue, trail lighting, crosswalks, bollards and trailhead improvements is being constructed now. The project creates an on-street and off-street connection from Prairie Avenue and Pueblo Blvd (SH45) to Lake Minnequa, Pueblo's largest park. The Prairie Avenue corridor, located just west of the project, is a north/south arterial roadway through the southern portion of the City of Pueblo connecting commercial, residential, schools and the Colorado State Fair grounds.

Describe constraints of the property (e.g., existing development; hazardous materials/contamination history; restrictions such as institutional controls, easements, rights-of-way, above ground/underground utilities; etc.)

When the CF&I steel mill stopped using the lake for industrial purposes, its revival as a public recreation and park began. The Pueblo CAREs project, the City of Pueblo, Rocky Mountain Steel (formerly CF&I), Great Outdoors Colorado (GOCO) and the Region 8 EJ partnered to finance and conduct a thorough Brownfields environmental assessment. The study satisfied due diligence requirements, conducting all appropriate inquiry to identify conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products and controlled substances in the park and near its lake. Although a slag pile was identified at the site, it was determined not to be hazardous. No evidence of recognized environmental or historical recognized environmental conditions was found.

When it cleared for reuse in 2009, the City of Pueblo purchased Lake Minnequa and surrounding property from the steel mill; the City owns all land in this project and has unequivocal rights-of-way. There are no issues of easements, utilities, nor politics.

This project is shovel ready.

EXHIBIT A

Describe the planned physical improvements and/or facilities, and the reason(s) development is needed. Explain if the work involves new development, rehabilitations or replacement of existing recreation facilities.

Trails and greenways have the potential to deliver powerful benefits to communities—providing people of every age, ability and socioeconomic background safe and inexpensive spaces for outdoor physical activity, commuting and recreation. Trails can serve as economic catalysts—opening up opportunities for outdoor tourism and small business development, and they can also provide critical “social infrastructure”—public spaces where people can meet, interact and build relationships. Key to maximizing the impact of trails is ensuring every stakeholder in a community is a part of the development process and will benefit from their use.

For many kids and families throughout the county, spring, summer and fall days are spent in public parks, using playground equipment, fishing in park lakes, flying kites, picnicking, and watching and playing sports. But too many of our youth and families miss out on these opportunities because the barriers to access are too numerous and too ingrained within their communities to overcome. Pueblo’s leadership is making concerted effort to eliminate barriers so that as many children as possible can learn from and experience the outdoors and have that experience evolve into their adult life.

Access to outdoor recreation opportunities has been advanced over the past thirty years by the passage of the Americans with Disabilities Act of 1990. Such legislation in conjunction with new technology and education about the need for such access has increased the opportunities for people with disabilities to participate in outdoor recreation activities. Despite improved access and a perception that people with disabilities represent an emerging market for outdoor recreation programs, relatively few inclusive outdoor recreation programs exist due in part to apparent ignorance of the need for such programs. Only 13 accessible/inclusive parks currently exist in Colorado – all on the Front Range but none south of Colorado Springs.

On the surface, trails are egalitarian and inclusive. In practice, these facilities, and the benefits they bring, are not always equitably distributed. Low-income neighborhoods, Communities of Color, people with physical or intellectual disabilities, older adults and people with limited English proficiency are among those that have been traditionally underserved, mis-served or left out of decision-making and planning processes including the development of parks, trails and safe active transportation facilities. A cornerstone of the Mayor’s vision for Pueblo is to reduce inequities across the city.

Parks and other outdoor recreation spaces, which ought to have been places where Americans from different walks of life could come together, have historically excluded people with mobility challenges. The Mayor, with the support of the City Council, recognizes these disparities and is making a genuine effort to address them. Pueblo is: making investments in its public transportation model to convert all bus stops to ADA accessible; ensuring that new electric vehicle charging depots include spaces that are ADA accessible; incentivizing/rewarding developers who include ADA housing units into new developments; installing accessible play equipment in public parks; and more.

There are 22,560 persons, or 20.9% of the City’s population, who identify as having one or more disabilities. This means that on average, for every five disabled persons, there are nine reported disabilities. Among these, 12,431 reported an ambulatory disability. Over 35% of individuals with disabilities live below the poverty line.

Disability is often mistakenly understood as a child’s inability to experience the play environment because of limitations caused by their disability. Rather, disability is the limitation of opportunities to participate in play on an equal level with others. Including people with disabilities in everyday recreational activities and providing them the same opportunities to participate is a priority.

EXHIBIT A

The absence of ADA pathways is preventing prevent children with disabilities from accessing all play elements in this destination park. Physical barriers are also prohibiting adult caregivers with disabilities from engaging with their children and/or responding when a child needs assistance. Funding will construct:

- Paved pathways from the ADA parking to the play areas, basketball court, and sports fields.
- Paved pathways from the edge of the play area to the play equipment and between the play equipment.
- A paved lake-side fishing dock, made especially for wheelchair access.

As an accessible playground, Play Fair Park will meet ADA regulations and ensure that children have access to and can use playground equipment, use the sports fields, and access the shelter and bathrooms. It will also invite parents, caregivers and older siblings with disabilities into the play area to supervise children or take part in the fun. It will create opportunities for social interaction and collaboration, invite new contexts for learning, advance a better understanding of the world, offer chances to take appropriate risks, and anchors park users to the outdoors. As a unique park created especially for people with physical disabilities,

The trails will not be for exclusive use of people with mobility issues – they will also benefit current and new users of the open space park. The current state of the park's trails creates some visitor safety concerns. When the improvements are made, bicyclists and micromobility users will appreciate the smooth ride; seniors with some instability will reduce their fall risk; walkers and runners will have challenges with wet and muddy trails reduced. Except for electric low-speed personal use wheelchairs and scooters, motorized vehicles are not currently, and will not be, allowed in the park.

Concrete will be used to create the trails; no asphalt will be used. In addition to the benefit of lowering the temperature of the surface, concrete is more durable than asphalt pavement, offering up to 50 years of use, whereas asphalt offers about 30 years of service. It is notable that concrete will allow the city to easily stencil on games, shapes, and pictures, adding to its versatility.

The proposed trails are designed by an architect engineer, selected based on qualifications and experience using the city's procurement policies and regulations. The city will contract all or most of the project. The city has an in-house construction management staff dedicated to overseeing all construction projects. They are quality assurance experts and inspect all projects daily during construction to ensure contract and project specifications are met. Surfacing will comply with ASTM 1951 (Determination of Accessibility of Surface Systems Under and Around Playground Equipment).

Within the play area, the clear width of the ground level accessible routes shall be 60 inches minimum. The vertical clearance shall be 80 inches high minimum. The running slope not steeper than 1:16 or 6.25%. The cross slope shall not be steeper than 1:48 or 2.08%. Openings in ground surfaces shall not allow passage of a sphere more than ½ inch diameter. Changes in level between ¼ inch high minimum and ½ inch high maximum shall be beveled with a slope not steeper than 1:2

Because concrete has almost no shock absorbency, and does it meet ASTM standards for fall height, concrete will not be used directly under play structures. No steel nor iron materials are needed. Installed correctly with proper site preparation, there should be no issues with drainage. The concrete will require occasional degreasing.

EXHIBIT A

Land and Water Conservation Fund Grant Program

City of Pueblo “Play Fair Park”

Project Criteria

What is the extent of deficiency (based on quantity or quality) of close-to-home outdoor recreation areas/resources within walking distance of the park or outdoor recreation facility, and the degree to which the project will serve the most economically disadvantaged populations.

Pueblo is majority-minority community composed of a broad diversity of residents with many linguistic, racial, ethnic, and cultural backgrounds. The U.S. Census Bureau 2020 reported the local Hispanic/Latinx residency to be 52.2%, the highest in all census places in CO with a population over 100,000. It is largely this same population that makes up much of the rate of Puebloans living in poverty - an alarming 24.4%, despite expanded federal aid in response to the COVID-19-induced recession. It is notable that, consistent with OMB’s Interim Guidance for the Justice Initiative, Pueblo meets the definition of a Historically Disadvantaged Community. Of the 54 census tracts in Pueblo County, 28 are Areas of Persistent Poverty.

Including people with disabilities in everyday recreational activities and providing them the same opportunities to participate in every aspect of life to the best of their abilities and desires is true inclusion. Exclusion or lack of diversity in play and recreation spaces likely comes about through inexperience and unfamiliarity with the knowledge or insight necessary to create a truly effective and meaningful environment.

Funding will augment Lake Minnequa Veteran’s Memorial Park and Open Space, a destination park in Pueblo, Colorado, with “Play Fair Park,” a fully accessible playground — one that allows children to experience each piece of equipment differently and allows all children to play together. The park is located squarely in the middle of census tracts qualifying as Areas of Persistent Poverty. It already has structures that meet minimum ADA requirements, but we are compelled to do more.

Access to outdoor recreation opportunities has been advanced over the past thirty years by the passage of the Americans with Disabilities Act of 1990. Such legislation in conjunction with new technology and education about the need for such access has increased the opportunities for people with disabilities to participate in outdoor recreation activities. Despite improved access and a perception that people with disabilities represent an emerging market for outdoor recreation programs, relatively few inclusive outdoor recreation programs exist due in part to apparent ignorance of the need for such programs. Only 13 accessible/inclusive parks currently exist in Colorado – all on the Front Range but none south of Colorado Springs.

The Mayor’s office receives feedback from special interest groups, families during the open forum of City Council meetings, and via his open door policy for community members. One mother commented that the lack of appropriate equipment in Pueblo leaves families feeling isolated and excluded. At the playground, her 12-year-old daughter, a wheelchair user, can only sit and watch her siblings play because the equipment isn’t accessible to her.

Project Alignment with SCORP and Other Applicable Plans – 15 Points

This project significantly contributes to increasing the number of Coloradoans and visitors that can benefit from outdoor recreation and conservation. The primary goal of the project is to improve access, representation, meaningful participation, and quality experiences for access challenged people.

For many kids and families throughout the county, spring, summer and fall days are spent in public parks, using playground equipment, fishing in park lakes, flying kites, picnicking, and watching and playing sports.

EXHIBIT A

But too many of our youth and families miss out on these opportunities because the barriers to accessing these opportunities are too numerous and too ingrained within their communities to overcome. Pueblo's leadership is making concerted effort to eliminate barriers so that as many children as possible can learn from and experience the outdoors and have that experience evolve into their adult life.

Play Fair Park will utilize research-based tools to help shape, design, and program the playground to a meaningful play space that plans for the needs of the whole child, whole environment, and whole community. OEGP funds will be used to add features to an existing, centrally located park to offer a range of play experiences to children of varying abilities.

Play Fair Park will expand people's connections to green spaces where children can play, families can connect, and a love and appreciation for the outdoors can be nurtured. By getting kids outdoors, we can create communities with leaders who care about climate, air, water, environment, wildlife, and natural resources. Getting kids outdoors can also open their world to a deeper sense of calling as they encounter careers in wildlife biology, conservation, ecology as well as outdoor-recreation careers.

- For more people, the project will create pathways for formal or informal conservation of Colorado's outdoors. Children are natural explorers and discoverers. Development of outdoor recreation access is a natural predictor of development of interest in education and career opportunities in conservation, habitat restoration, and resource management work
- The project will create environmental or outdoor-based educational opportunities for more people. One doesn't have to plan for science lessons when you take young children outside. The outdoors is the perfect place for big (and messy) projects that support STEM (science, technology, engineering, and mathematics) skills, such as building, sand and water play, and investigations of the natural world. Outdoor spaces are perfect for intentional learning activities that are difficult to execute inside. There's great value in looking at books about nature in the shade of a tree, pouring (and splashing!) water at an outdoor water table, building extra-large structures in the sandbox or mud, collecting leaves, watching a parade of ants, and playing pretend on a playground structure.
- It will demonstrate career pathways in the outdoor, conservation, or environmental fields. As a unique park created especially for people with physical disabilities, Play Fair Park will expand residents' connections to green spaces where children can play, families can connect, and a love and appreciation for the outdoors can be nurtured. By getting kids outdoors, we can create communities with leaders who care about climate, air, water, environment, wildlife, and natural resources. Getting kids outdoors can also open their world to a deeper sense of calling as they encounter careers in wildlife biology, conservation, ecology as well as outdoor-recreation careers.

Other funds will increase the impact of LWCF funds:

- MMOF \$1.023M (secure) award will construct a concrete trail from Lake Minnequa to Pueblo Blvd, creating an off-street connection between the park and places of living, shopping, worship, and education.
- CPW Outdoor Equity \$149K (pending) to purchase new adaptive play equipment designed specifically for people with mobility challenges.
- Pueblo Transit is converting area bus stops for ADA access.

Wildlife and Natural Resources – 20 Points

CPW staff became engaged when the City applied for the Outdoor Equity Grant and complimentary Nonmotorized Trails (NMT) Grant. Fletcher Jacobs and Chrystal Read have assisted the city in redirecting its application for NMT, including advisement of project details. City staff has not yet spoken to a CPW area wildlife manager.

EXHIBIT A

The park will not be closed during construction, but construction will be well marked while pathways are dug and forms laid. Staff will supervise the curing of the concrete so that it cannot be vandalized while still impressionable. New trails will be constructed in the existing park on surface that is currently grassy or gravel with minimal impact to insects that may home there. The section of new trail around the lake will replace an existing gravel trail; no new wildlife impacts will exist.

Appropriateness of Project to Meet Community Outdoor Recreation and Economic Needs – 15 Points

There are 22,560 persons, or 20.9% of the City’s population, who identify as having one or more disabilities. This means that on average, for every five disabled persons, there are nine reported disabilities. Among these, 12,431 reported an ambulatory disability. Over 35% of individuals with disabilities live below the poverty line.

Disability is often mistakenly understood as a child’s inability to experience the play environment because of limitations caused by their disability. Rather, disability is the limitation of opportunities to participate in play on an equal level with others. Most disabled children cannot enjoy and utilize their local playground because it isn’t designed for them. Parents say their child does not feel safe using the playground equipment, and many of them said their disabled children hurt themselves when using inaccessible equipment. It’s not just the equipment that’s causing problems. Discrimination from other parents can also make a playground unsafe and uninviting.

A comprehensive directory at https://www.accessibleplayground.net/playground-directory/?cn-s&cn-cat=20&doing_wp_cron=1669148169.0808200836181640625000 lists playgrounds that have inclusive and accessible features.

Windsor, CO	Boardwalk Community Park
Thornton, CO	Carpenter Recreation Center
Littleton, CO	Clement Park
Lakewood, CO	Fletcher Miller School
Ft Morgan, CO	Fort Morgan Fieldhouse Playground and Splash Pad
Ft Collins, CO	Inspiration Playground
Broomfield, CO	Joseph R. Mazzola Sensory Playground <i>(does not include mobility accessibility)</i>
Lafayette, CO	Kids Park
Longmont, CO	Main Street School
Colorado Springs, CO	Memorial Park
Aurora, CO	Red Tail Hawk Park
Westminster, CO	Sensory Park <i>(does not include mobility accessibility)</i>

The nearest mobility accessible park to Pueblo is Colorado Springs, CO – more than 40 miles away. That park is (obviously) further for folks in the Lower Arkansas Valley, the Purgatoire Valley, and the San Luis Valley from which people come to Pueblo to shop and play. Play Fair Park will augment an existing, destination park in Pueblo. It will be the first of its kind in all of Southern Colorado.

Community Involvement in and Support of Proposed Project – 15 Points

The Human Relations Commission serves as an instrumentality through which the City and the County of Pueblo may officially encourage and bring about mutual understanding and respect for all persons of any race, creed, color, disability, gender, sexual orientation, or national origin throughout Pueblo County, and helps give effect to equal rights for all persons as assured by the federal and state constitutions and laws.

EXHIBIT A

The Commission is comprised of 15 members: 5 are appointed by the Mayor; 5 are appointed by County Commissioners; and 5 are jointly appointed by the City and County. The City's efforts to support this Commission is just one way it demonstrates its commitment to disabled youth.

Through this ongoing and strong relationship, City leadership frequently listens, plans and acts accordingly based on the Commission's advice, especially for parks and recreation opportunities, traffic and surface roads, public transportation, and the municipal airport.

The pathway toward advancing equity began with the City's HR Department a decade ago. Ongoing diversity and racial equity trainings continue to help the City attract, recruit, develop and retain a highly skilled and diverse workforce.

Mayor Nick Gradisar actively works to ensure that all voices are well-represented in policy discussions promoting safe and affordable housing, enabling participation in community services and local government, reducing violence, supporting social justice, making residents aware of human rights commissions, and working for a more sustainable community for all residents. In June 2022 he created the city's first Office of Diversity, Equity and Inclusion with trained, dedicated staff to work with city departments, external partners and community members to dismantle institutional and structural barriers that have held back many Pueblo residents for too long.

Project Feasibility and Likelihood of Success – 15 Points

The City of Pueblo purchased Lake Minnequa and surrounding property from the steel mill in 2009; the City owns all land in this project and has unequivocal rights-of-way. There are no issues of easements, utilities, nor politics. This project is shovel-ready and the project can be completed within one year.

The city has a trail operations and maintenance program to care for its trail facilities. This program is designed to maximize the service life of installed infrastructure. Operations and maintenance activities are budgeted and appropriated annually by City Council and work activities are performed by Parks and Recreation staff, Public Works staff, and by contractors when necessary.

Capital projects for repairing trail facilities are budgeted and appropriated annually by City Council. The proposed trail improvements to be installed as part of this grant will replace existing gravel trails and complement new ADA accessible concrete trails being constructed to connect nearby neighborhoods to Lake Minnequa Park via improved trail facilities.

Lake Minnequa Park and Open Space, open year-round, is monitored by the Pueblo Parks and Recreation's Park Ranger program. The rangers patrol parks, 24 miles of trail, 47 playgrounds, Lake Minnequa Veteran's Memorial Park and sports fields, and some other public spaces within the city of Pueblo. Their mission is to educate, advise and assist users to better enjoy their experience and develop a favorable personal connection to the parks, trails and open spaces of Pueblo.

EXHIBIT A

2023 LWCF

"Play Fair Park" Trails

EXHIBIT A Preliminary Timeline

Provide a timeline estimate using the following form. Remember that the project is to be completed within 2.5 years of the award date. Any proposed changes, including extensions or modifications in the project timeline, must be requested in writing and approved in advance by the State Trails Program. If you have Adobe editing, feel free to change task titles as desired.

TASK	Jul-Dec 2023	Jan-Jun 2024	Jul-Dec 2024	Jan-Jun 2025	Jul-Dec 2025	Jan-Jun 2026	Jul-Dec 2026
City Council acceptance of grant		X					
Purchasing department develops contract documents		X					
Advertise Project		X					
Pre-Bid Meeting for project			X				
Bid Opening			X				
Project Initiation/Pre-Construction Meeting			X				
Construction Phase			X				
End Construction				X			
Punch List Items				X			
Administrative Close-Out				X			
Grand Opening				X			

Budget Form - Project Name: Play Fair Park

SOURCE OF FUNDS	Date Secured				LWCF Grant Request [A]	Total Project Match [B]	Total Funding (\$) [C]
CASH							
LWCF NonMotorized Trails Grant	pending				\$ 875,000.00		\$ 875,000.00
Required Match	1/1/2023					\$ 875,000.00	\$ 875,000.00
IN-KIND							
							\$ -
TOTAL SOURCES OF FUNDS					\$ 875,000.00	\$ 875,000.00	\$ 1,750,000.00
[CASH] Description of Work	Qty	Unit	Unit Price	Total (B*D)	LWCF Funds	Total Project Match (\$)	Total Funding (\$)
Contracted Services <u>Identify as:</u> Youth Corps, Engineering, Contractor, etc.							
Site grading	158400	SF	\$ 0.66	\$ 104,544.00	\$ 52,272.00	\$ 52,272.00	\$ 104,544.00
Concrete trail (10' wide, 7" depth REIF)	25400	SF	\$ 11.51	\$ 292,354.00	\$ 146,177.00	\$ 146,177.00	\$ 292,354.00
Concrete trail (10' wide, 6" depth)	135900	SF	\$ 9.53	\$ 1,295,127.00	\$ 647,563.50	\$ 647,563.50	\$ 1,295,127.00
Reseed Disturbed Areas	135900	EA	\$ 0.19	\$ 25,821.00	\$ 12,910.50	\$ 12,910.50	\$ 25,821.00
Install Rest Areas	10	EA	\$ 3,215.40	\$ 32,154.00	\$ 16,077.00	\$ 16,077.00	\$ 32,154.00
Category 2 - Salary/Wages							
				\$ -			\$ -
CATEGORY 3-Materials/Supplies <u>Identify as:</u> Signs, crusherfines, native seed, weed barrier, etc.							
				\$ -			\$ -
Additional Categories							
Contingency				\$ -	\$ -	\$ -	\$ -
				\$ -			\$ -
USE OF FUNDS - CASH TOTAL				\$ 1,750,000.00	\$ 875,000.00	\$ 875,000.00	\$ 1,750,000.00
				MATCH		\$ 875,000.00	

EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
 - 2.1.7. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

- 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not

discriminate in favor of Executives and are available generally to all salaried employees;

- 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information in SAM.Gov at least annually after the initial registration, and more frequently if required by changes in Grantee’s information.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. If Grantee is a Subrecipient, Grantee shall report as set forth below.

8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

- 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, the following data elements:
- 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
 - 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
 - 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.

- 12.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.2. BUILD AMERICA, BUY AMERICA

Note: This term effective as of January 13, 2023. For more information on DOI’s approved _____ waiver, _____ see: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit <https://www.doi.gov/grants/BuyAmerica>.

Additional information can also be found at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/madein-america>

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at:

<https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials. If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to <https://www.doi.gov/grants/buyamerica> and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).

10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.

11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.

13. Anticipated impact if no waiver is issued. Approved waivers will be posted at <https://www.doi.gov/grants/BuyAmerica/ApprovedWaivers>; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT D-PII CERTIFICATION

STATE OF COLORADO

THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT D-PII CERTIFICATION

STATE OF COLORADO

THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT E, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Agreement Number of the Original Contract
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Agreement Number Insert CMS number or Other Agreement Number of this Option Agreement Performance Beginning Date Month Day, Year Current Agreement Expiration Date Month Day, Year

1. **OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

2. **REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. **OPTION EFFECTIVE DATE:**

- 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 INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval
--	---

	Option Effective Date: _____
--	------------------------------

EXHIBIT F

LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT GENERAL PROVISIONS

Part I - Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term "project" as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State which is a party to the project agreement, For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Subgrantee" as used herein means the Organization which is a party to the project agreement, and to which funds are to be transferred pursuant to this agreement.
- G. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements. The Subgrantee hereby acknowledges that these assurances survive the expiration of the Grant Agreement with the State and shall run with the land in regards to the property described in the project agreement.

Further, it is the acknowledged intent of the parties hereto that Subgrantee will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

- A. The Subgrantee agrees, as recipient of this assistance, that it will meet the specific requirements contained herein in these provisions.
- B. The Subgrantee agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Title 36 Part 59.3C.F.R. Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the Subgrantee, through the State and with the State's approval, and with the permission of the Director may mutually alter the area described in the project agreement and the signed and

dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the Subgrantee agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The Subgrantee agrees that the benefit to be derived by the United States from the full compliance by the Subgrantee with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The Subgrantee agrees that payment by Subgrantee State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the Subgrantee of this agreement.

The Subgrantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Subgrantee of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

- D. The Subgrantee agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The Subgrantee agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The Subgrantee agrees that a permanent record shall be kept in the State's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
1. By signing the LWCF agreement, the Subgrantee certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.
 2. The Subgrantee shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

The Subgrantee shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including the below requirements as modified by 2 CFR 200:

- OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments;
- 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior;
- A-87, Cost Principles for State, Local, and Indian Tribal Governments; and
- A-133, Audits of States, Local Governments, and Non-Profit Organizations.

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The Subgrantee possesses legal authority to apply for the grant, and to finance and construct the proposed facilities.
3. The Subgrantee has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. Reserved.
3. The Subgrantee will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The Subgrantee will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The Subgrantee will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The Subgrantee shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the Subgrantee shall bring the project to a point of recreational usefulness agreed upon by the Subgrantee and the Director or his designee.
7. The Subgrantee will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the State may require.
8. The Subgrantee will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project

agreement.

9. The Subgrantee will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The Subgrantee will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
11. The Subgrantee will assist the State and NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
12. The Subgrantee will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:
 - (1) Place minority and women business firms on bidder's mailing lists.
 - (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
 - (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
 - (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States and Subgrantee to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The Subgrantee will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the Subgrantee Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior), as modified by 2 C.F.R. 200
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing this agreement, the Subgrantee certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12, as modified by 2 C.F.R. 200, for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. The State, the Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Subgrantee which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

- F. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Subgrantee and the State or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The Subgrantee must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, 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, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The Subgrantee certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

G. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the Subgrantee certifies,

as follows:

The Subgrantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;*
- (2) The grantee's policy of maintaining a drug-free workplace;*
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and*
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;*

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and*
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;*

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or*
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;*

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The Subgrantee must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

H. Civil Rights Assurance

The Subgrantee certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in

the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

I. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The Subgrantee certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Subgrantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Subgrantee further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered

Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

General cost principles

Relationship of project period to eligible costs: To be eligible for matching assistance, costs must be incurred within the project period except for certain pre-award project planning costs, which may be approved retroactively. The project period is the span of time stipulated on the agreement during which all work to be accomplished under the terms of the agreement must be completed. The LWCF does not reimburse obligations, regardless of when they are assumed; it reimburses costs incurred during the project period.

Pre-award project planning costs (where applicable following NPS Award): It is recognized that some costs must be incurred before a proposed project can be submitted to the NPS with the required descriptive and cost data. Pre-award project planning costs may be eligible for retroactive approval as described below. These costs must be described in the project application (Budget Narrative), including when they were incurred.

For development projects, the costs of site investigation and selection, site planning, feasibility studies, preliminary design, environmental review and other federal and State compliance, preparation of cost estimates, preparation of construction drawings and specifications, and similar items necessary for project proposal preparation may be eligible for assistance, although incurred prior to project approval. Similar costs may be allowable for acquisition proposals except those relating to appraisals, surveys, and other incidental costs to the purchaser that are precluded by the LWCF Act.

All such pre-award planning costs will be allowable if incurred within three years prior to application submission to the NPS.

Retroactive costs (where applicable following NPS award): Costs incurred prior to NPS approval of a project, with the specific exceptions stated below, are not eligible for matching funds. LWCF assistance shall only be awarded to assist work not yet undertaken, rather than to help pay for work already begun or completed. This applies to entire projects.

a. Waiver of retroactivity. Retroactive costs will not be matched under ordinary circumstances. Waivers will be made only when immediate action is necessary, and the time needed to process an application would result in a loss of a significant opportunity.

(1) Acquisition. The State will notify the NPS in writing of the necessity to immediately acquire land prior to taking such action, including a description of the resources to be acquired, the public outdoor recreation uses proposed for the site, and justification for the proposed action. At the time the formal acquisition project is submitted, the State shall include all the necessary documentation required for new acquisitions.

(2) Development. The State will notify the NPS in writing of the necessity to immediately begin development of an area prior to taking such action, including a description of the planned development, the public outdoor recreation uses proposed for the site, and a justification for the proposed action. Waivers for development projects will not be approved unless accompanied by an A&R Form and the proposal qualifies for a categorical exclusion under NEPA.

If NPS grants a waiver, the retroactive costs will be eligible for assistance if the agreement is later approved. Approval is only an acknowledgement of the need for immediate action; it does not imply nor assure NPS approval of the project. The retroactive costs are incurred at the applicant's risk.

All projects for which a waiver has been granted must be submitted to NPS within one fiscal year following the fiscal year in which the waiver was granted.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE ACCEPTING A GRANT FROM THE ROBERT HOAG RAWLINGS FOUNDATION IN THE AMOUNT OF \$182,000 TO SUPPORT THE CONSTRUCTION OF THE CITY PARK TENNIS COMPLEX CLUBHOUSE AND RESTROOMS, APPROVING THE GRANT AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2439, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$182,000 TO PROJECT NO. CI2439

SUMMARY:

This Ordinance approves and accepts a Robert Hoag Rawlings Foundation Grant in the amount of \$182,000 to support the construction of a new City Park Tennis Clubhouse building with publicly accessible restrooms and established Project No. CI2439.

PREVIOUS COUNCIL ACTION:

On February 26, 2024, City Council approved Resolution 15521 authorizing ARPA funds in the amount of \$500,000 for the purpose of making certain improvements to the City Park Tennis Clubhouse and Restrooms.

BACKGROUND:

The City Park Tennis Complex, includes seventeen (17) lighted, hard-surface courts and hosts numerous tournaments each year, including Pueblo School District #60 High School Boys and Girls Tennis matches which lead up to the Colorado High School Activities Association (CHSAA) 4A State High School Boys and Girls Tennis Regional and State Championships. Other stakeholders include the Colorado State University – Pueblo Women's Tennis program, United States Tennis Association (USTA) sanctioned leagues and tournaments, Pueblo Parks and Recreation Department's popular summer Learn-to-Play Tennis program, and countless recreational tennis players regularly playing at this facility year around.

The original building (clubhouse) was constructed in stone in the late 1930s by Work Progress Administration (WPA) workers who used the same sandstone rock as other projects throughout the park. The building was originally constructed as a multipurpose building or bathhouse with concession stand for the original City Park wading pool.

The wood frame-built addition with stucco exterior was added many years later primarily used as office space and additional storage for the original building. The existing restrooms are approximately 1,700 square feet, are not ADA accessible, and cannot adequately facilitate tournament players, staff, and spectators. A structural analysis revealed foundation problems so severe that the existing building would require extensive, expensive modifications for code and structural safety.

FINANCIAL IMPLICATIONS:

Current funding secured to replace the City Park Tennis Clubhouse and Restroom consists of General Fund Capital Improvement Funds of \$701,690, Conservation Trust (Lottery) Funds of \$350,000, ARPA funds in the amount of \$500,000. This Rawlings Foundation Grant of \$182,000 brings the project funding budget to \$1,733,690, which is approximately \$70,000 shy of the estimated cost of replacing this building at approximately \$1,800,000.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should the Council choose not to approve this grant agreement, other funding sources must be found to cover the costs of funding this much needed project.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CityofPueblo.AwardLetter.4
2. RHRGrantAgreement.Spring2024

ORDINANCE NO. 10712

AN ORDINANCE ACCEPTING A GRANT FROM THE ROBERT HOAG RAWLINGS FOUNDATION IN THE AMOUNT OF \$182,000 TO SUPPORT THE CONSTRUCTION OF THE CITY PARK TENNIS COMPLEX CLUBHOUSE AND RESTROOMS, APPROVING THE GRANT AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2439, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$182,000 TO PROJECT NO. CI2439

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 Robert Hoag Rawlings Foundation to support construction of a new City Park Tennis Clubhouse building with publicly accessible restrooms, 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 is authorized to affix the seal of the City thereto and attest the same.

SECTION 3.

Project No. CI2439 is hereby established.

SECTION 4.

Funds in the amount of \$182,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. CI2439.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 13, 2024.

Final adoption of Ordinance by City Council on May 28, 2024.

DocuSigned by:
Mark Bliff
B7A4F51823AD462...

President of City Council

Action by the Mayor:

☒ Approved on 5/30/2024 | 7:23 AM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:
Heather Graham
3A65950B7BCA482...

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

DocuSigned by:
Vincent Petkosek
03604C70D3E7438...

Deputy City Clerk

April 24, 2024

BOARD OF DIRECTORS

Jane Rawlings
President

Robert H. Rawlings, Jr.
Vice President

Carolyn Temple
Secretary

Andrew Trainor
Treasurer

David L. Cardinal

Paulette Stuart

Rick Klein

Jim Hadley

The Honorable
Michael Gonzales

Bruno DeRose

Andrea Aragon
Executive Director

Founding Board
Members

Robert H. Rawlings, Sr.
Mary "Sandy" Rawlings
David B. Shaw
David L. Cardinal
Bernard O. Schmidt
Bob Wertz

Dear Steven Meier :

Congratulations! The Board of Directors of the Robert Hoag Rawlings Foundation are pleased to inform you that a grant has been approved to your organization in the amount of \$182,000 to support construction of a 3,500 sq ft building with publicly accessible lavatories at City Park tennis complex.

This letter and accompanying grant agreement outline the terms and conditions of accepting this grant. Be sure to read all the terms and conditions carefully. Please sign and return this agreement no later than 30 days from the date of this letter. After we receive your signed agreement, we will mail you the award in full.

The funds must be used for the designated purpose(s) as outlined in your grant proposal submitted for our Spring 2024 grant cycle. You must submit a written request to us in advance if you wish to change the purpose of this grant or if the funds are not expended within the next 12 months. Failure to follow this process could result in your grant being rescinded. Upon signing this agreement, your organization states that you agree to notify us if there is any change in your public charity status or any major changes in your organization or the program/project we are funding. Please note that generally, repeat annual requests will not be accepted. **In addition, we will require both a narrative and financial final report detailing your grant expenditures. This will be due to us upon completion of the program/project or no later than 12 months following receipt of the grant. You can find the final report questions and how to submit on our website at <https://rawlingsfoundation.com/grants/grant-reports/>.** This agreement also gives the Robert Hoag Rawlings Foundation permission to use photographs, data, information, or materials you supply in press releases and/or publications.

Should you have any questions or concerns, please do not hesitate to contact me. The best way to reach me is via email at andreaa@rhrfoundation.org.

Again, congratulations! We are proud to provide this grant to your organization and wish you the very best in your endeavors.

Sincerely,



Andrea Aragon
Executive Director

ROBERT HOAG RAWLINGS FOUNDATION
GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS

The Robert Hoag Rawlings Foundation (The Foundation) is awarding this grant to you as the Grantee contingent upon the information in the grant award letter dated April 24, 2024 and the following conditions:

Tax-Exempt Status

- You are a nonprofit organization currently recognized by the Internal Revenue Service as a public charity described in sections 501 (c) (3) of the Internal Revenue Service code of 1986 as amended ("The Code").
- Your tax-exempt status has not changed since the issuance of the IRS determination letter which you provided to The Foundation.
- There is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to your tax-exempt status under sections 501(c) (3).

Expenditure of Funds

- This grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the grant award letter and may not be expended for any other purpose without The Foundation's prior written approval.
- If the grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be returned immediately to The Foundation.
- You may not expend any grant funds for any political or lobbying activity.
- You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from The Foundation.

Records and Reports

- Please keep a record of all receipts and expenditures relating to this grant, as well as narrative information about how the grant was spent and how the grant made an impact.
- You are required to submit a final narrative and financial report to The Foundation upon completion of the program/project.
- The Foundation will require interim reports as outlined in the award letter. Your reports should describe your progress in achieving the purposes

of the grant. You also agree to provide any other information reasonably requested by The Foundation.

Required Notification

- You are required to provide The Foundation with immediate written notification of: (1) any changes in your organization's tax-exempt status; (2) your inability to expend the grant for the purposes described in the grant proposal and award letter; (3) any expenditure from this grant made for any purpose other than those for which the grant was intended; or (4) there are any major changes, issues or concerns regarding this project, organization and/or chief members of the organization's administration or governing board.

Reasonable Access for Evaluation

- You will permit The Foundation and its representatives, at its request, to have reasonable access during regular business hours to review the progress being made on project for which funds were given.

Publicity

- Please refer to this grant as being awarded by the Robert Hoag Rawlings Foundation.
- You will allow The Foundation to review and approve the text of any proposed publicity concerning this grant prior to its release. The Foundation may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in The Foundation's periodic public reports, newsletters, website and news releases.

Reliance on Future Funding

- You acknowledge that representatives of the Foundation have made no actual or implied promise of funding beyond the amounts specified in the grant award letter. This includes any obligation to provide continued support for this or any other project. Continued funding can only be obtained through submission of additional proposals in accordance with the Foundation's policies and guidelines.

Right to Modify or Revoke

- The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds:
- If, in The Foundation's sole discretion, such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; (3) to comply with the requirements of any law or regulation affecting the Foundation's responsibilities with respect to this grant; or (4) to protect the Foundation's ability to carry out its programs. In the event funds are returned or the grant is terminated, you acknowledge that the Foundation will have no further obligation to you in connection with this grant.
- If the Foundation does not receive signed copies of the grant award letter and agreement within 30 days after the date of The Foundation's grant award letter.
- If market conditions change that significantly impact the foundation.
- If there are any major changes, issues or concerns regarding this project, organization and/or chief members of the organization's administration or governing board.

Governing Law

- All questions of the law which may arise in the administration of this grant shall be determined in accordance with the laws of state of Colorado.

Indemnification and Hold Harmless

- In consideration for the Robert Hoag Rawlings Foundation awarding this grant, your organization, its employees, agents, or assigns agree to hold harmless, indemnify, release, and forever discharge the Foundation, its officers, agents, employees, affiliates, attorneys, successors and assigns from and against any and all judgments, actions, claims suits, losses, damages, and expenses resulting from, related to or in any way connected with this grant.

Authority

- The undersigned certify that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, and reports.

ACCEPTED AND AGREED TO:

Organization Name

Grantee's Board Chair (typed/printed)

Grantee's Board Chair (signature)/Date

Grantee's Chief Professional/Executive with Title (typed/printed)

Grantee's Chief Professional/Executive (signature)/Date



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING AN OEDIT GRANT FROM THE STATE OF COLORADO OUTDOOR RECREATION INDUSTRY OFFICE FOR THE FUNDING OF THE CITY OF PUEBLO OUTDOOR RECREATION ADMINISTRATOR, ESTABLISHING PROJECT NO. CI2438, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$100,000 TO PROJECT NO. CI2438

SUMMARY:

This Ordinance approves and accepts an OEDIT Grant awarded by the State of Colorado Outdoor Recreation Industry Office for the funding of a City of Pueblo Outdoor Recreation Administrator.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

In December 2022, the City applied for a Colorado State Outdoor Recreation grant through the Colorado Outdoor Recreation Industry Office (OREC), a division of the Office of Economic Development and International Trade (OEDIT), to fund the position of Outdoor Recreation Administrator for the City of Pueblo. The City was notified in October 2023 that the grant application was approved in the amount of \$100,000.

This new position was created during the 2024 budgeting process and approved by Ordinance 10613 which authorized personnel positions for the fiscal year 2024.

This new position was originally scheduled to operate out of the Mayor's Office but was reassigned to the Parks and Recreation Department March 1, 2024.

FINANCIAL IMPLICATIONS:

The Outdoor Recreation Administrator position will be paid through the OEDIT grant in the amount of \$100,000 from June 2024 through June 2025. The position will be responsible for its own long-term sustainability through measurable revenue-generating activities, to include, but not limited to new taxes collected, activity fees, venue rental fees, licenses and permits, leverage grants, and sponsorships of signature events. Based on the revenue generated, the City will budget for the Outdoor Recreation Administrator's salary and benefits and any/all associated costs after the first year when award funds are exhausted.

There are no anticipated operating expenses included in this grant award. The City will have to cover those expenses in the first year through existing Parks and Recreation operating budgets, then budget for these anticipated expenses moving forward as needed.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should Council choose not to approve this grant, other funding sources must be found to cover the costs of funding this new position.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. NOA.notice of award.10.25.2023

ORDINANCE NO. 10713

AN ORDINANCE APPROVING AND ACCEPTING AN OEDIT GRANT FROM THE STATE OF COLORADO OUTDOOR RECREATION INDUSTRY OFFICE FOR THE FUNDING OF THE CITY OF PUEBLO OUTDOOR RECREATION ADMINISTRATOR, ESTABLISHING PROJECT NO. CI2438, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$100,000 TO PROJECT NO. CI2438

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo to accept funding from the State of Colorado Outdoor Recreation Industry Office; and

WHEREAS, the State of Colorado Outdoor Recreation Industry Office has tendered a grant award in the total amount of \$100,000.00 upon conditions recited therein or incorporated therein; and

WHEREAS, acceptance of the funding for the purposes for which it has been made is in the best interest of the City and will benefit the health and welfare of the citizens of the City; NOW THEREFORE,

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

SECTION 1.

The Grant Award Letter between the City of Pueblo, a Municipal Corporation, and the State of Colorado Outdoor Recreation Industry Office for the funding of the Outdoor Recreation Administrator, a copy of which is attached hereto, is hereby approved.

SECTION 2.

Project Number CI2438 is hereby established.

SECTION 3.

The grant award from the State of Colorado Outdoor Recreation Industry Office, totaling \$100,000.00 is hereby approved and accepted.

SECTION 4.

All funds accepted pursuant to this Ordinance shall be budgeted and appropriated into Project Number CI2438. Said funds shall only be expended and used for this project.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 13, 2024.

Final adoption of Ordinance by City Council on May 28, 2024.

DocuSigned by:
Mark Ruff
B7A4F51825AB402...

President of City Council

Action by the Mayor:

☒ Approved on 5/30/2024 | 7:24 AM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:
Heather Graham
3A85950B7BCA402...

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST
DocuSigned by:
Vincent Petkosek
93604C70D3E7430...

Deputy City Clerk



COLORADO

Outdoor Recreation Industry Office

Colorado Outdoor Recreation Industry Office
1600 Broadway, Suite 2500
Denver, CO 80202

Ms. Luann Martinez
City of Pueblo
1 City Hall Place
Office of the Mayor
Pueblo, CO 81003

October 25, 2023

Dear Ms. Martinez,

Thank you for your application to the Colorado State Outdoor Recreation Grant program. I am pleased to inform you that your project, City of Pueblo Office of Outdoor Recreation, was approved in the amount of \$100,000. Congratulations!

Our office received significant interest in our inaugural grant program and received over \$29 million in requests through four application cycles. The review committee was especially impressed with your project and selected it as a portion of roughly \$3.9 million in awards to be allocated from this funding. Following review committee approval, your project was approved by the Economic Development Administration (EDA) as an eligible use of funds.

Please note that project expenses may not be incurred until a Purchase Order is issued from the Colorado Office of Economic Development & International Trade. All projects must be completed no later than May 31, 2026 and awardees will be expected to meet a regular reporting schedule.

The Colorado State Outdoor Recreation Grant program is funded through the Travel, Tourism, and Outdoor Recreation program from the EDA using American Rescue Plan Act (ARPA) dollars. The Colorado Outdoor Recreation Industry Office is allocating nearly \$4 million in competitive funding through this program on projects with high economic impact on the statewide outdoor recreation industry. Issuing of funds is contingent upon full execution of subaward agreement and certifying that your entity as a subrecipient will comply with the procurement regulations in 2 CFR Part 200.

Congratulations again, and please contact Matt Nuñez, matthew.nunez@state.co.us, if you have any questions!

Sincerely,

Conor Hall, Director



cc: Matt Nuñez, Program Manager
Giselle Habeych, Grants Compliance Manager





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT NO. LT2409 - ELIZABETH STREET PARKWAY OUTDOOR BASKETBALL COURTS MURAL PROJECT, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$10,000 TO PROJECT NO. LT2409

SUMMARY:

This Ordinance establishes Project No. LT2409 - Elizabeth Street Parkway Outdoor Basketball Courts Mural Project and budgets and appropriates funds in the amount of \$10,000.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

On March 25, 2024, City Council approved Resolution 15552 which awarded a construction contract to LER Inc., dba Renner Sports Surfaces for Project No. 24-034, Elizabeth Street Parkway – Basketball Courts Replacement. This project consists of the installation of a new post-tension concrete basketball court slab, court surfacing, striping, basketball hoops, benches, and sidewalk. This project also includes the replacement of the court lights with new LED lights.

During the project bid process, the Parks and Recreation Department advertised for qualified mural artists to design and ultimately paint original murals on each of the four outdoor basketball courts at the Elizabeth Street Parkway (SLAB). Forty-nine mural designs were submitted, and the four finalists will be painting their murals sometime in late August or early September 2024 under the guidance of the general contractor, Renner Sports Surfaces.

FINANCIAL IMPLICATIONS:

The Colorado Lottery has agreed to sponsor each of the four mural artists with a \$2,500 commission payable to the City of Pueblo at the conclusion of the renovation project. No general fund monies will be used in this project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should the Council choose not to approve the establishment of Project No. LT2409, the commission to the mural artists from the Colorado Lottery will not be paid.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10714

AN ORDINANCE ESTABLISHING PROJECT NO. LT2409 - ELIZABETH STREET PARKWAY OUTDOOR BASKETBALL COURTS MURAL PROJECT, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$10,000 TO PROJECT NO. LT2409

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

SECTION 1.

Project No. LT2409 is hereby established.

SECTION 2.

Funds in the amount of \$10,000.00 shall be accepted pursuant to a Sponsorship Agreement with Cactus Communications, Inc. on behalf of the Colorado Lottery and budgeted and appropriated to Project No. LT2409.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 13, 2024.

Final adoption of Ordinance by City Council on May 28, 2024.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

- ☒ Approved on 5/30/2024 | 7:24 AM MDT.
- ☐ Disapproved on _____ based on the following objections:

DocuSigned by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

DocuSigned by:
Vincent Petkosek
03004C70D3E7439...

Deputy City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2024 CLASSIFICATION AND PAY PLAN BY AMENDING THE PAY SCALE FOR TAX COMPLIANCE TECHNICIAN

SUMMARY:

Attached for consideration is an amended Pay Plan Ordinance reflecting the amendment of the salary schedule for the classification of Tax Compliance Technician.

PREVIOUS COUNCIL ACTION:

On December 11, 2023, Ordinance No.10614 was approved by City Council. This Ordinance provided the classification and pay plan for fiscal year 2024.

BACKGROUND:

Over the last several years, the City and the Pueblo Association of Government Employees (PAGE) have been working to amend certain salary scales to address internal equity issues and take steps toward better market competitiveness.

In the most recent annual salary ordinance for 2024, eight classification pay ranges were adjusted by agreement. At the time, both the City and the PAGE union missed the adjustment of one classification in relationship to another classification subject to adjustment. With the adjustment of Accounting Technician IV salary range the promotional relationship between the Accounting Technician IV and Tax Compliance Technician was inadvertently eliminated and the Tax Compliance Technician is now paid less than the Accounting Technician IV which is misaligned.

This ordinance seeks to correct the oversight and restore the promotional relationship between the two classifications that previously existed. The range change restores the same percentage difference between each salary scale step of Accounting Technician IV and Tax Compliance Technician classifications that has existed historically.

This change in salary schedule will apply to two positions within the Finance Department, only one of which is currently filled with the other anticipated to be posted for recruitment in the next few weeks.

FINANCIAL IMPLICATIONS:

The cost to amend the salary scale for the remainder of 2024 is \$2,782.77. Total annualized cost for the changes is estimated to be \$4,770.46 for the current incumbent.

No additional funding is required for 2024 to accomplish this salary amendment as the department can absorb the full cost within the department's existing budget.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

The Pueblo Association of Government Employees brought the concern to the City and after internal discussions the union has agreed to and is supportive of this correction which is memorialized in a Meet and Confer document executed April 18, 2024.

ALTERNATIVES:

Retain the current 2024 Tax Compliance Technician salary schedule with no changes.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10715

AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2024 CLASSIFICATION AND PAY PLAN BY AMENDING THE PAY SCALE FOR TAX COMPLIANCE TECHNICIAN

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

SECTION 1.

Section 6-5-16 (A) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2024 pay scale for the classification of Tax Compliance Technician is amended and enacted as follows:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

A. The monthly pay range for the classification of Tax Compliance Technician

<i>CLASS TITLE</i>	<i>Entrance</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
(A) GENERAL SERVICE										
Tax Compliance Technician	[4058.87	4185.86	4312.83	4439.82	4566.80	4693.79	4820.76	4947.77	5074.77	5237.33]

<i>CLASS TITLE</i>	<i>Entrance</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
(A) GENERAL SERVICE										
Tax Compliance Technician	4393.70	4524.86	4674.08	4813.35	4952.28	5182.58	5317.44	5544.60	5677.58	6049.93

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective upon the passage of this ordinance and following the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 13, 2024.

Final adoption of Ordinance by City Council on May 28, 2024.

DocuSigned by:
Mark Bliff
B7A4F51823AB402...

President of City Council

Action by the Mayor:

☒ Approved on 5/30/2024 | 7:25 AM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:
Heather Graham
3A65950B7BCA402...

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

DocuSigned by:
Vincent Petkosch
83004C70D3E7439...

Deputy City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE AMENDING CHAPTER 12 OF TITLE XVI BY INTRODUCING "ARTICLE III - GRADING PERMIT"

SUMMARY:

This Ordinance amends the Pueblo Municipal Code by introducing a new Article to Chapter 12 of Title XVI, "Article III – Grading Permit". The following Article would require developers/operators of any construction activity that disturbs over 5,000 square feet to pull a grading permit within City limits. This Article gives the Stormwater Utility the necessary oversight of construction sites to reduce or prevent discharge of pollutant to the City's Municipal Separate Storm Sewer System (MS4).

PREVIOUS COUNCIL ACTION:

On September 23, 2019, Council passed Ordinance No. 9560, amending Chapter 5 of Title VII, Chapters 4 and 6 of Title XII, and Chapter 12 of Title XVI of the Pueblo Municipal code relating to needed amendments to meet the minimum requirements of the MS4 permit.

BACKGROUND:

The City of Pueblo has a Municipal Separate Storm Sewer System (MS4) Permit issued by the Colorado Department of Public Health & Environment (CDPHE). This permit regulates stormwater runoff within the city limits of Pueblo and authorizes the discharge into Waters of the United States.

The City's MS4 permit requires a program to be implemented to reduce or prevent discharge of pollutants to the MS4 from applicable construction activities. The Construction Sites Program must address selection, installation, implementation, and maintenance of control measures. The program must also require "Site plans" identifying the location of all control measures to be submitted for review.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

The City of Pueblo Stormwater Utility presented the proposed grading permit to the Committee for Planning and Development for review. This committee is comprised of local developers, homebuilders, and engineering firms. Relevant comments received from the committee were implemented into the proposed grading permit.

ALTERNATIVES:

Alternatives No. 1 – No action – Under this alternative, the City of Pueblo Stormwater Utility would have failed to implement an effective Construction Site Program which would be in violation of the City's MS4 Permit. Subsequent violations could result in monetary fines from CDPHE.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Grading Permit Title XVI

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 12 OF TITLE XVI BY
INTRODUCING "ARTICLE III - GRADING PERMIT"

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

SECTION 1.

An ordinance amending the Pueblo Municipal Code by adding a new article to Chapter 12 of Title XVI, Article III "Grading Permit". The amendment requires operators of construction activities that will disturb 5,000 square feet or more of land to obtain a grading permit prior to initiation of construction activities. The Grading Permit provides the City oversight of construction activities to reduce or prevent discharge of pollutants to waters of the state.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

SECTION 4.

A Grading Permit shall not be required for developers/operators who have ongoing active land disturbing construction activities for a time period of sixty (60) days from the effective date of this ordinance, after which time a grading permit will be required. Developers shall be required to obtain a grading permit for all new land disturbing construction activities from the effective date of this ordinance.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 13, 2024.

Final adoption of Ordinance by City Council on May 28, 2024.

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

Article III – Grading Permit

Sec. 16-12-31. General.

The Grading Permit is a tool to ensure that the City has reviewed proposed erosion and sediment control practices for planned construction activities with the goal of avoiding potential damages. A Grading Permit grants the Permit Holder permission to conduct construction activities within the requirements of applicable local and state regulations and provides the City with sufficient oversight to minimize the potential for offsite damages. In addition, construction activities in the City must be compliant with applicable local and state regulations regarding releases of sediment and water from construction sites. The requirements of this Article shall be in addition to and not in substitution of any other requirement of this Chapter including but not limited to Section 16-12-10, P.M.C.

Sec. 16-12-31.5. Purpose.

This Article recognizes the importance of protecting the health, safety and welfare of the public, protection of water quality and private property rights. This Article describes the minimum requirements for prevention of detrimental or negative impacts to City water quality and damages to private property and City infrastructure by construction activities within the City. The goals are:

- (a) To prevent sediment releases, erosional damage or excessive water discharges from construction sites onto adjoining private property.
- (b) To prevent erosion, sediment and water discharge damage to City-maintained infrastructure, such as roads, bridges, and storm sewers that results in costs to taxpayers.
- (c) To prevent the degradation of surface water quality and the ability of existing ditches, channels and swales to drain due to sediment releases.

Sec. 16-12-32. Definitions.

For the purpose of this Article, the following terms, phrases, words and their derivations shall have the meanings given herein:

Contractor: means any party performing the installation and construction for a permit holder who obtains a permit pursuant to this Article. A contractor may be a permit holder under this definition.

Construction activity: refers to ground surface disturbing and associated activities (land disturbance), which include, but are not limited to, clearing, grading, excavation, demolition, installation of new or improved haul roads and access roads, staging areas, stockpiling of fill materials, and borrow areas. Activities that include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility are not considered construction activities. Activities to conduct repairs that are not part of regular maintenance and activities that are for replacement are considered construction activities and are not considered routine maintenance. Repaving activities where underlying or surrounding soil is cleared, graded, or excavated as part of the repaving operation are construction activities unless they are an excluded site under Section 16-12-33, P.M.C. Construction activity occurs from initial groundbreaking to final stabilization regardless of ownership of the construction activities.

Control Measures/Stormwater Control Measures/SCMs (formerly Best Management Practices/BMPs): means temporary or permanent erosion and sediment control methods that have been determined (according to EPA guidance) to be the most effective, practical means of preventing or reducing pollution from nonpoint sources. The Drainage Criteria Manual addresses specific requirements for Stormwater Control Measures for prevention of water pollution and control of dust from construction sites.

Disturbed area: means that area of the land's surface disturbed by any work activity upon the property by means including, but not limited to: grading; excavating; stockpiling soil, fill or other materials; clearing; vegetation

removal; removal or deposit of any rock, soil or other materials; or other activities which expose soil. Disturbed area does not include the tillage of land that is zoned agricultural or the tillage of a parcel zoned PUD (planned unit development) within the area identified for agricultural uses.

Drainage Criteria Manual: means the City of Pueblo Drainage Criteria Manual, dated April 2023, and all subsequent amendments thereto.

Erosion and Sediment Control Plan (ESCP): means a document showing the proposed finished contours and depicting the location of all erosion and sediment control measures (control measures).

Grading: means excavation, cutting, filling, clearing and grubbing, stockpiling and recontouring the land surface, or any combination of these.

Grading plan: means the construction drawing or other depiction showing the existing and the proposed elevation contours of the area to be disturbed by construction.

Land disturbance activity: means any activity which changes the volume or peak flow discharge rate of precipitation runoff from the land surface, including, but not limited to, grading, digging, cutting, scraping or excavating of soil, placement of fill materials, paving, construction, substantial removal of vegetation or any activity which bares soil or rock or involves the diversion or piping of any natural or man-made watercourse.

Larger common plan of development: a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules but remain related. The Water Quality Control Division of the Colorado Department of Public Health and Environment has determined that 'contiguous' means construction activities located in close proximity to each other (within ¼ mile).

Lines: means all underground and overhead cable, telephone, electric power, wire, gas and irrigation lines, appurtenances, structures or pipelines.

Municipal Separate Storm Sewer System (MS4): means an area defined by the Federal Environmental Protection Agency (EPA) in 40 CFR 122 for which a permit has been issued by the Colorado Discharge Permitting System (CDPS), Stormwater Discharges Associated with Municipal Separate Storm Sewer Systems (MS4s), which is regulated by the Colorado Department of Public Health and Environment, Water Quality Control Division.

Permit holder: means the owner, operator, person and/or entity constructing, excavating or occupying the construction site who has obtained a Grading Permit pursuant to this Article.

Right-of-way (ROW): means a strip of land that is granted through an easement, plat or other legal mechanism for transportation purposes, such as a roadway or highway.

Stabilization: means a state when all ground surface disturbing activities at the site have been completed and uniform vegetative cover has been established with an individual plant density of at least seventy (70) percent of pre-disturbance levels, erosion control blankets are in place or equivalent permanent physical erosion reduction methods have been employed. Stabilization includes the removal of non-permanent control measures.

Stormwater Utility Director: means the Director of the Stormwater Utility or authorized designee.

Sec. 16-12-33. Grading Permit.

(a) Issuance of Grading Permit. A Grading Permit shall be issued only in compliance with the rules and regulations set forth in this Article. In no event shall construction be allowed or permitted if it is detrimental to the public health, welfare, and safety.

(b) Necessity for Grading Permit. Unless an exemption exists, a Grading Permit is required for any construction activities that disturbs over 5,000 square feet.

(c) No Work Without Permit. No person or entity may perform or otherwise engage in construction activities without first having obtained a Grading Permit from Stormwater Utility when required by this Article. In addition, no person or entity may grade, construct, excavate or leave disturbed and unstabilized any land or ground surface beyond the date or dates specified in the Permit unless: (1) the person or entity requests a written extension

before the expiration of the initial Permit; and (2) a new Permit or extension is granted. It is a violation of this article to perform this work without a permit.

(d) Exemptions. The following land disturbance activities are permissible without obtaining a Grading Permit. The Stormwater Utility Director shall determine if the exemption is in accordance with the City's MS4 permit. Other permits, such as right-of-way, flood hazard, OWTS, excavation permits, or building permits may still be required.

- 1) Tillage of agricultural land is exempt from Grading Permit requirements.
- 2) Trenching incidental to the construction, maintenance and installation of approved underground pipelines, electrical or communication facilities. However, a Grading Permit may be required for over one thousand square feet of ground disturbed for construction of roads, driveways, buildings, parking areas, accesses, drainage facilities, landscaping or other construction not directly in the pipeline trench.
- 3) Land disturbance or excavations in accordance with plans incorporated in a mining permit, reclamation plan or sanitary landfill approved by the City. However, a Grading Permit may be required for over one thousand square feet of ground disturbed for construction of roads, driveways, buildings, parking areas, accesses, drainage facilities, landscaping or other construction not directly in the mined area or landfill.
- 4) City public improvement or City maintenance projects within a right-of-way.
- 5) Maintenance and cleaning of existing ditches, lakes, ponds and water storage reservoirs.
- 6) Maintenance and resurfacing of existing streets/roads, runways, and sidewalks/trail systems.
- 7) Performance of emergency work necessary to prevent or mitigate an immediate threat to life or property when an urgent necessity arises. The person performing such emergency work shall promptly notify the Stormwater Utility Director of the problem and work required. Any person performing such emergency work shall immediately notify the Stormwater Utility Director of the situation and the actions taken. The Stormwater Utility Director may, however, require such person to obtain a Grading Permit to implement remedial measures to minimize erosion resulting from the emergency.
- 8) Land disturbance incidental to the creation of irrigation water storage ponds. Stockpiles that create more than one thousand square feet of disturbed area may require a Grading Permit.
- 9) Land disturbance associated with the construction of natural surface trails may be exempted by the Stormwater Utility Director except within designated MS4 areas, provided that the procedure outlined in this Article is completed prior to commencement of any trail construction. If exempted, the land disturbance associated with the construction of natural surface trails shall generally conform with the performance standards of this Article.

Sec. 16-12-33.5. Grading Permit application.

(a) Complete Application Required. Applicants shall file a complete application for a Grading Permit with the Stormwater Utility. Based upon the information provided in the application, additional submittals may be required by the Stormwater Utility Director, if sufficient information was not provided for review of the application. An application shall be considered complete if it is submitted in the required form, includes all mandatory information, including all supporting materials specified by application, and is accompanied by the applicable fee. If an application is determined to be incomplete, the Stormwater Utility Director shall provide notice to the applicant, along with an explanation of the application's deficiencies. No further processing of the application shall occur until

the deficiencies are corrected in a future resubmittal. An application which is determined to be incomplete may, or may not, retain its same processing cycle.

(b) A complete application will include an Erosion and Sediment Control Plan (ESCP) and/or a Stormwater Management Plan (SWMP) in accordance with the City of Pueblo Drainage Criteria Manual.

Sec. 16-12-34. Application review, Grading Permit issuance, permit expiration and permit extension.

(a) Review Process. The application and other data filed by an applicant for a Grading Permit shall be reviewed by the Stormwater Utility Director. The application may also be reviewed by other departments or agencies to verify compliance with any applicable laws. If the Stormwater Utility Director finds that the work described in an application for a Grading Permit conforms to the requirements and regulations set forth in this Article and meets the requirements defined in the Drainage Criteria Manual or other pertinent laws regulations or ordinances, and that all required fees have been paid, a Grading Permit shall be issued to the applicant; provided, however no grading permit shall be issued to any applicant who has a currently suspended grading permit or who has any owed and unpaid restoration work duly ordered and performed by City under this Article. Criteria upon which the Grading Permit shall be considered include, but are not limited to, the following:

(1) Water quality protection: The proposed construction must include proposed installation and provision for maintenance of adequate sediment and erosion control measures that, to the extent possible, prevent erosion and/or release of sediment, excessive stormwater and/or pumped water discharges to surface waters from the construction area.

(2) Adjacent property protection: The proposed construction must include sediment and erosion control measures that, to the extent possible, prevent damage, erosion and/or release of any sediment, excessive stormwater and/or pumped water discharges from the construction area to adjacent properties and roadways.

(3) Constructability: Installation of control measures, trenches, excavations and other construction practices must be able to be performed according to general construction and safety practices. The proposed construction work must not create a public safety hazard.

(b) Changes in Approved Permit. An approved Grading Permit shall not be changed, modified or altered without written authorization from the Stormwater Utility. All work shall be done in conformance with the approved Permit. The ESCP and/or SWMP may be modified as construction dictates within the following criteria:

*ESCP/SWMP modifications shall be classified as Minor and Major

(1) **Major Modifications:** Major modifications are changes to the ESCP or SWMP that remove or add area to the project, modify the final hydrology or drainage of the final design, replace the approved ESCP or SWMP, or otherwise increase or reduce the scope of the approved project. Major modifications to the ESCP or SWMP proposed by the contractor/owner must be in writing (including revised plans) and submitted to the Stormwater Utility Department at least 10 business days prior to the desired date of implementation. The Stormwater Utility Department will re-approve the ESCP or SWMP if the proposed modifications are acceptable.

(2) **Minor Modifications:** Minor modifications are changes to the ESCP or SWMP that do not increase the scope or change the hydrology of the project but modify or improve:

- **Stormwater Control Measures (SCMs) in use at the site**
- **Indicate progression in phasing of the project**
- **Specify relocation of previously approved SCMs within the project**

Minor modifications can be made in the field by the permittee if the permittee can demonstrate that the modified SCMs are equivalent to, or better than, the originally approved SCMs. Minor modifications must be thoroughly documented in the permittee's ESCP or SWMP narrative, drawings, and specifications. If the City's Stormwater Inspector deems the minor field modification inadequate, then the permittee must make specific modifications as directed. Minor modifications are expected and encouraged as part of standard practice for ongoing compliance with requirements for maintenance and operation of SCMs and ESCP or SWMP implementation corresponding with evolving site conditions.

(c) **Permit Limitations.** An approved Grading Permit requires the Permit Holder to meet certain permit specifications and general engineering. The Stormwater Utility Director shall be responsible for ensuring compliance with such specifications and standards. The issuing and granting of the Grading Permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Article or of any regulations of the State or City. Additionally, the issuance of the Grading Permit shall not be construed as the approval or issuance of any necessary permits referred to in this Code.

(d) **Indemnification.** Every approved Grading Permit issued shall include the following language: "Permit Holder, its agents, employees, subcontractors, contractors and assigns hereby agree to hold the City of Pueblo, Colorado, the agencies thereof and their officers and employees harmless from any and all loss and damage or any claims which may arise out of, or be connected with, the construction within the area covered by this permit; excluding any such loss and damage or any claims (including consequential damages) which may be caused solely by the negligence of City or its officers and employees."

(e) **Permit Expiration.** Every approved Grading Permit shall expire one (1) year from the issuance of the permit. If the permit has expired, the Grading Permit must be reissued by the Stormwater Utility Director before work can begin or be resumed. Prior to the expiration or closure of the Grading Permit, the disturbance shall be stabilized, and non-permanent control measures shall be removed.

(f) **Permit Extension.** Any Permit Holder with an unexpired Grading Permit may apply, in writing, for an extension of the time within which work may begin under that Grading Permit if the Permit Holder is unable to begin or complete work within the time required for good cause, and that the cause is acceptable to the Stormwater Utility Director. There shall be an extension fee assessed to cover administrative costs.

(g) **Permit Close Out.** The Permit Holder may request for the permit to be closed out if all temporary control measures have been removed from the permit area and final stabilization has been achieved. Final stabilization is not required for Single Family Home (SFH) construction as the City recognizes the homeowner will provide their own landscaping over time. However, the homeowner will still be subject to P.M.C. 16-12-21 that results in illicit discharges due to lack of stabilization.

Sec. 16-12-34.5. Permit Holder's general responsibilities.

A Permit Holder is responsible for the following items. Additional requirements and more detailed information are shown in the Special Provisions of the Grading Permit.

(a) **Control Measures.** The Permit Holder shall ensure that all erosion and sediment control measures shown on the approved plans are correctly installed and maintained.

(b) **Other Permits.** The Permit Holder shall secure all permits required by federal, state and local agencies.

(c) **Insurance.** The Permit Holder shall secure and maintain insurance policies that will protect them, their subcontractors and the City from claims for bodily injury, death or property damage, which may arise from the excavation, installation and/or construction contemplated or caused by the construction as permitted herein.

(d) **Surety.** When deemed appropriate, the Stormwater Utility Director may require a surety bond and/or other security be provided by the Permit Holder including by way of illustration and not limitations when the size or scope of the proposed project presents risk of adverse impacts to adjacent and downstream property owners, the City, and/or the public at large, or when the Permit Holder or Permit Holder's contractors or subcontractors have previously failed to comply with Stormwater permit requirements. If required, the Permit Holder shall provide a

surety bond and/or other security for the total amount required to stabilize, restore or reclaim the disturbed ground to prevent erosion and/or release of sediment, excessive storm water and/or pumped water discharges to surface waters from the construction area. Said security shall remain in effect for a period of twenty-four (24) months after all completion of construction and establishment of erosional stability. The amount of the security shall be sufficient to stabilize a disturbed site to prevent releases of sediment and water from construction sites and protect the health, safety and welfare of the public. The amount shall be based on cost estimates of site restoration provided by the applicant and approved by the Stormwater Utility Director. Whether or not covered by surety, the Permit Holder shall reimburse the City for any and all expenses incurred by the City within ninety (90) days after completion of any work as a result of, or related to, failure by the Permit Holder to perform all installation, construction, maintenance or other work pursuant to the Grading Permit, in a workmanlike manner.

(e) Utility Locates. The Permit Holder shall be responsible for locating all utilities in advance of the construction or excavation, in accordance with state law. The Permit Holder is responsible for any damage to existing utilities or structures.

(f) Traffic Control. Construction activities impacting the City rights-of-way shall not interfere with movement of traffic or compromise public safety. A Revocable Permit and/or Traffic Control Review Request may be required in addition to a Grading Permit.

(g) Emergency Conditions. When a condition arises where emergency work must be performed, the applicant shall immediately notify the Stormwater Utility of the emergency event, type and extent of work. Within two (2) business days after the occurrence of the emergency, the applicant shall apply for the necessary permits, pay the associated fees and fulfill the rest of the requirements necessary to comply with the Grading Permit for the actions the applicant took in response to the emergency.

(h) Drainage Interference. A Permit Holder shall not obstruct the natural free and clear passage of water along the roadside ditch flow lines or other waterways. If surface drainage is to be affected, the Permit Holder is responsible for the proper runoff management to prevent erosion and/or release of sediment, excessive storm water and/or pumped water discharges to adjacent properties and surface waters from the construction area.

(i) Site Stabilization, Restoration and Cleanup. The Permit Holder shall assume all responsibility for stabilizing the permitted site to prevent erosion and discharges of sediment. The Permit Holder shall also assume all responsibility for removing all debris associated with the construction activities in the City rights-of-way and all non-permanent control measures. If, upon inspection, the Stormwater Utility determines that there is risk of erosional damage, or sediment discharges or debris has not been removed from the City rights-of-way, the Stormwater Utility Director shall notify the Permit Holder of the violation of the Grading Permit conditions. The Permit Holder, upon notification from the Stormwater Utility, shall correct all work to the extent necessary. The work shall be completed within the time period specified in the notice from the Stormwater Utility. If the Permit Holder fails to establish site stability or restore the rights-of-way in the manner and to the condition required, the Stormwater Utility Director may have the City perform the restorations. In that event, the Permit Holder shall pay to the City, within thirty (30) days of billing, the cost of restoring the City rights-of-way.

(j) Ownership and Maintenance. The Permit Holder shall own, maintain, operate and repair all work on private property in accordance with the regulations, conditions and terms of the Grading Permit.

(k) Warranty of Right-of-Way. The City does not warrant its ownership of rights-of-way which may be the subject of any issued Grading Permit. The Permit Holder is responsible for determining the ownership of properties subject to its construction.

Sec. 16-12-35. Inspections.

(a) Inspections during the construction period may be made by the Stormwater Utility to ensure that work is progressing in compliance with the Grading Permit. It shall be the responsibility of the Permit Holder to provide safe access to the work site for the Stormwater Utility and to all others, as authorized by law, for inspection at all reasonable times during the execution and upon completion of the work. At the time of inspection, the

Stormwater Utility Director may order the immediate termination of any work which poses, or is causing, a serious threat to the life, health, safety or well-being of the public.

(b) It shall be the responsibility of the Permit Holder to notify the Stormwater Utility when work is ready for inspection. The Stormwater Utility requires that every request for inspection be received at least seventy-two (72) hours before such inspection. Such requests may be made by telephoning, emailing or other electronic notification to the Stormwater Utility. The presence of Stormwater Utility employees on-site shall not guarantee or qualify the Permit Holder's performance. The approved Grading Permit must be readily available on-site for review by Stormwater Utility staff. Failure to comply may result in suspension of the Grading Permit.

(c) The Stormwater Utility may make, or require, other inspections or testing of any work as deemed necessary to ascertain compliance with the provisions of this Article. Any work performed without the required inspections shall be subject to removal and replacement at the Permit Holder's expense, regardless of the quality of the work.

Sec. 16-12-35.5. Administrative fee.

All required fees shall be paid, in full, at the time of the Grading Permit application. The fee schedule for Grading Permits shall be as determined by resolution of the City Council and shall be shown on the Grading Permit.

Grading Permit 5,000 square feet to 1 acre - \$100

Grading Permit 1 acre to 5 acres - \$500

Grading Permit Greater than 5 acres - \$1,000

Sec. 16-12-36. Failure to comply with terms of grading permit.

(a) The issuance of the Grading Permit based on plans, specifications or other data shall not prevent the Stormwater Utility from requiring the correction of errors in the plans, specifications and other data, or from stopping excavation or construction operations being conducted in violation of this Article or any other state or City regulations. Failure of the applicant to comply with any of the terms and conditions of the Grading Permit shall be sufficient cause for revocation of the Grading Permit.

(b) The Permit Holder shall prevent releases of sediment and water from construction sites that have the potential to cause damage to private property or City-maintained infrastructure. In the event that construction activities result in erosion or sediment and water discharges causing damage, the Permit Holder shall immediately attempt to prevent further harm, install or replace appropriate control measures and correct any unsatisfactory work.

(c) Right-of-Way Damage. The Permit Holder shall correct any unsatisfactory work, including but not limited to defects in removal, replacement or pavement patching. If the Permit Holder fails to restore the City rights-of-way in the manner and to the condition required by the Stormwater Utility, or fails to satisfactorily and timely complete all restorations required by the Stormwater Utility, the City shall have the right to perform the restorations at the expense of the Permit Holder.

Sec. 16-12-37. Permit suspension or revocation.

(a) The Stormwater Utility Director may deny, revoke or suspend any Grading Permit in order to protect the public health, safety and welfare. Permit Holders hold Grading Permits as a privilege. The City reserves its right to revoke any Grading Permit without a fee refund whenever the Permit is issued in error or on the basis of

incorrect information supplied by the applicant, or whenever the Permit may have been issued in violation of any provisions of this Article.

(b) If the Stormwater Utility determines that the Permit Holder has violated any term or condition of any statute, ordinance, rule, regulation or any condition of the Grading Permit, or otherwise failed to perform any obligations under this article including but not limited to restoration work, the Stormwater Utility Director shall notify the Permit Holder of its suspension in writing, and the Permit Holder must then remedy the violation. The demand shall state that continued violations may be cause for revocation of the Grading Permit. Further, any such violation shall allow the Stormwater Utility Director to place additional or revised conditions on the Grading Permit.

(c) Within twenty-four (24) hours of receiving notification of the suspension, the Permit Holder shall contact the Stormwater Utility with a plan of correction which must be accepted by the Stormwater Utility Director. The Permit Holder's failure to contact the Stormwater Utility, failure to submit an acceptable plan or failure to reasonably implement the approved plan shall be cause for immediate revocation of the Grading Permit and termination of work. Upon revocation of the Grading Permit, the Permit Holder will be required to re-apply for a new permit and will be charged for any additional fees that may be applicable.

Sec. 16-12-37.5. Appeal of Denial or revocation of a Grading Permit.

The applicant or permittee, as applicable, shall have a right to appeal any revocation of a Grading Permit, denial of a Grading Permit or any terms and conditions placed on a Grading Permit by filing a petition with The Director of the Department of Public Works within ten (10) days after the date of the action appealed. The petition shall be in writing and shall set forth in detail the factual and legal basis upon which the appeal is maintained. The Director of the Department of Public Works shall issue a written decision upon such appeal based on the petition and the record and file with respect to the permit or, as applicable, permit application. A formal hearing may be conducted, if necessary, pursuant to Chapter 7 of Title I of this Code.

Sec. 16-12-38. Penalties; construction by City; collection.

(a) It shall be unlawful and a Class 2 municipal offense for any person to perform construction activities without a Grading Permit when such permit is required by this Article. It shall be an affirmative defense to any prosecution under this Section that the disturbance activity was a qualified exemption under this Article.

(b) Upon completion of any restoration work duly ordered and performed by City under this Article, the Director shall prepare a statement showing the whole cost of such restoration, including an amount not exceeding fifteen percent (15%) additional for cost of inspection, collection, financing and other incidentals, and shall mail same to the Permit Holder. The City may pursue all civil collection remedies and recover the amount of such statement together with all collection expenses, including reasonable attorneys' fees and costs.

(c) All remedies provided in this Article are cumulative.

ORDINANCE NO.

AN ORDINANCE APPROVING AN EASEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A LIMITED ACCESS ROADWAY, FENCING, TRAIL, TRAILHEAD, DRAINAGE, AND OTHER ASSOCIATED IMPROVEMENTS WITHIN THE HONOR FARM PARK AND OPEN SPACE, AND APPROVING THE MAYOR TO EXECUTE THE EASEMENT AGREEMENT ON BEHALF OF THE CITY

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

SECTION 1.

The Easement Agreement ("Agreement") between the City of Pueblo ("City"), a Colorado Municipal Corporation, and Pueblo County, a political subdivision of the State of Colorado, relating to the construction, operation, and maintenance of a limited access roadway, fencing, trail, trailhead, drainage, and other associated improvements within the Honor Farm Park and Open Space, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 13, 2024.

Final adoption of Ordinance by City Council on May 28, 2024.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AN EASEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A LIMITED ACCESS ROADWAY, FENCING, TRAIL, TRAILHEAD, DRAINAGE, AND OTHER ASSOCIATED IMPROVEMENTS WITHIN THE HONOR FARM PARK AND OPEN SPACE, AND APPROVING THE MAYOR TO EXECUTE THE EASEMENT AGREEMENT ON BEHALF OF THE CITY

SUMMARY:

This Ordinance approves an Intergovernmental Agreement between the City of Pueblo and Pueblo County relating to the construction, operation, and maintenance of a limited access roadway ("Medal of Honor Boulevard"), fencing, trail, trailhead, drainage, and other associated improvements within the Honor Farm Park and Open Space; and approving the Mayor to execute the Easement Agreement on behalf of the City.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo County desires to construct a limited access roadway, fencing, trail and trailhead, drainage, and other associated improvements to connect the intersection of Pueblo Boulevard (Colorado State Highway 45) and W. 24th Street on the eastern end to the intersection of Joe Martinez Boulevard and Purcell Boulevard in Pueblo West at the western end. While a portion of the roadway (the easternmost 3/4 mile) will be located within City limits, approximately 2.7 miles of the new roadway will be built on City-owned property located in unincorporated Pueblo County. Development in this area, commonly referred to as the Honor Farm Park and Open Space, is guided by a master plan which includes provisions for the construction of a roadway like the one

contemplated by the County.

The proposed agreement approved by this Ordinance grants an easement to Pueblo County and codifies the terms and conditions relating to the construction, operation, and maintenance of the new roadway and associated improvements located within the Honor Farm area.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

City staff across multiple departments have collaborated with County staff to develop and negotiate terms and conditions for the proposed agreement.

ALTERNATIVES:

Failure to approve this Ordinance will preclude the City from granting the proposed easement.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. County Resolution 24-119 Approving City Honor Farm Easement
2. Signed Honor Farm Easement Agreement

RESOLUTION NO. 24- 119

**THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO**

**APPROVING THE EASEMENT AGREEMENT BETWEEN PUEBLO COUNTY AND
THE CITY OF PUEBLO FOR THE LOCATION, CONSTRUCTION, AND OPERATION
OF A NEW PUBLIC ROADWAY TO BE KNOWN AS MEDAL OF HONOR
BOULEVARD**

WHEREAS Pueblo County has for the past three years been engaged in the planning and development of a significant community-wide development project. The Project has two key features; 1) the location, design, and construction of a new Pueblo County Detention Facility to be operated by the Pueblo County Sheriff's Department and to serve the entire community of the City of Pueblo and the County of Pueblo, and 2) the layout, design, and construction of a major new arterial roadway extending from Pueblo Blvd. at its intersection at 24th St., west for approximately 3.5 miles to intersect with Purcell Blvd. in Pueblo West; and

WHEREAS the City of ("City") is the owner of an approximately 2500-acre parcel of real property known as the Honor Farm Park and Open Space Property ("Park Property"). The Park Property is subject to terms and obligations set forth in a Deed of Conservation Easement dated July 2, 2001 which requires that the property be maintained primarily as open space and wildlife habitat, but which also contemplates and permits various recreational uses. The Conservation Easement also contemplated from the outset and listed as a permitted use, the extension of a main arterial road connecting the City of Pueblo with Pueblo West; and

WHEREAS Pueblo County has completed the design and is ready to commence the construction of the new road to be known as Medal of Honor ("MOH") Boulevard. Which will include an adjacent multi-modal trail, trailhead, parking area, and several storm water drainage appurtenances; and

WHEREAS MOH Blvd. will traverse the Park Property from its eastern edge westerly to Purcell Blvd. Pueblo County has requested an easement of one hundred sixty feet in width and approximately three miles in length from the City of Pueblo for the new public road; and

WHEREAS professional staff and consultants from Pueblo County and the City ("Parties") have met and conferred over the last one- and one-half years to discuss the layout and design of the new road and numerous related conditions and requirements associated with the easement request; and

WHEREAS the Parties, in conjunction with their respective legal counsel, have prepared, reviewed, and revised an Easement Agreement which would grant the required easement to Pueblo County subject to a number of terms and conditions; and

WHEREAS the respective staffs and legal counsels have agreed upon a written Easement Agreement and have further agreed to present the same to their respective governing bodies for consideration and approval; and

RESOLUTION NO. 24- 119 (CONTINUED)

WHEREAS the office of the Pueblo County Attorney has reviewed the proposed Easement Agreement and the favorable recommendations of Pueblo County professional staff and consultants and now recommends the Easement Agreement for approval by the Pueblo County Board of County Commissioners ("Board"); and

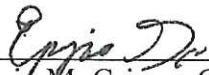
WHEREAS the Board has considered the Easement Agreement and the recommendations of its legal counsel, professional staff, and consultants.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Pueblo County that the Easement Agreement granting an interest in the land needed for the new public roadway and setting forth all of the terms and conditions required of Pueblo County is hereby approved and the Chair of the Board of County Commissioners is authorized to execute the easement Agreement; and

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is further authorized to execute all such further documents and instruments necessary to conclude and close on the grant of the Easement Agreement to Pueblo County.

PASSED AND ADOPTED this 21st day of May 2024, in Pueblo County, Colorado.

**THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO**

By: 
Epimenio M. Griego, Chair

ATTEST:

By: 
Candace Rivera, County Clerk

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into on the last date signed below and is by and between Pueblo County, a political subdivision of the State of Colorado, ("County") and the City of Pueblo, a Colorado municipal corporation, ("City") (collectively, the "Parties"). The Effective Date of this Agreement shall be determined in accordance with the provisions of Section 11 below.

R E C I T A L S

A. City is the Owner of certain real property located within Pueblo County known as the Honor Farm Park and Open Space Property which will hereinafter be referred to as the "Park Property";

B. The Park Property is subject to the terms, conditions, provisions, agreements, and obligations contained in that certain Deed of Conservation Easement, Honor Farm Open Space & Park Parcels, City of Pueblo recorded on July 2nd, 2001 at Reception No 1390542 in the records of the Pueblo County Clerk and Recorder ("Conservation Easement"), a true copy of which is attached hereto as Exhibit D;

C. County desires to construct a main arterial road, including certain trail and drainage appurtenances, through the Park Property to provide and gain access to and from the Pueblo West Metropolitan District and from and to Pueblo Boulevard;

D. Subject to the terms and conditions set forth herein, City is willing to grant to County a permanent easement across the Park Property for the purposes of the construction, maintenance, and operation of said main arterial road, an adjacent multi-modal trail, fencing, a Trailhead and parking lot, and four (4) drainage detention ponds necessary to detain stormwater flows from the road.

NOW, THEREFORE, in consideration of the foregoing recitals, and of the terms, conditions and covenants set forth herein, the Parties agree as follows:

1. There are four (4) exhibits to this Agreement.
 - a. **Exhibit A**, a true and accurate copy of which is attached hereto and incorporated herein by this reference as though fully set forth, contains a legal description of six (6) separate but contiguous areas of land which taken together comprise the easement area being granted by City to County. The easement areas described are a part of the Park Property. The first area described is commonly referred to as "Right of Way (ROW) 4" and is for the road and trail. The second area described is commonly referred to as "PE-1" and is for a trail head and parking lot immediately adjacent to and contiguous with the road. The third through the sixth areas described are commonly referred to as "PE-6A", "PE-9", "PE-9A", "PE-9D" and are for four (4) drainage detention ponds also

adjacent to and immediately contiguous with the road.

- b. **Exhibit B**, a true and accurate copy of which is attached hereto and incorporated herein by this reference as though fully set forth, is a series of surveys prepared by Clark Land Surveying, Inc. and , consists of thirteen (13) sheets. **Exhibit B** contains a depiction of the entire road, including that portion which extends through the City's Park Property, as it extends West from Pueblo Blvd. to Purcell Blvd. in Pueblo West. It also contains a depiction of the Trailhead area and each of the four (4) drainage detention ponds on the Park Property. **Exhibit B** also sets forth twenty-nine (29) surveyor's notes. Surveyor Notes numbered 9 through 29 were taken from the title commitments issued by Fidelity National Title Insurance Company on all the lands, including the Park Property, through which the road will extend.
- c. **Exhibit C**, a true and accurate copy of which is attached hereto and incorporated herein by this reference as though fully set forth, consists of three (3) sheets titled "WIRE FENCES AND GATES (CDOT STD. M-607-1)" and includes standard drawings and specifications for the installation of fences issued by the Colorado Department of Transportation Project Development Branch and dated July 31, 2019. These standards shall apply to any fences County erects pursuant to the terms and conditions of this Agreement.
- d. Exhibit D is a true and accurate copy of the Deed of Conservation Easement, Honor Farm Open Space & Park Parcels, City of Pueblo recorded on July 2nd, 2001 at Reception No 1390542 in the records of the Pueblo County Clerk and Recorder.

2. City grants a 160-foot-wide permanent easement to the County for the perpetual use of the public and solely for the purposes of construction, reconstruction, installation, operation, patrolling, maintenance, repair, alteration, rehabilitation, removal, or replacement of a main arterial road, fencing, stormwater facilities, multi-modal trail, and other associated roadway improvements to gain vehicular and pedestrian access between the Pueblo West Metropolitan District and Pueblo Boulevard (collectively, the "Limited Access Roadway") and through the Park Property situated in the County of Pueblo, State of Colorado, and more particularly described as follows:

*As described in **Exhibit A** attached hereto and commonly referred to as "Right of Way (ROW) 4". The area described is depicted on sheets 6 through 11 of **Exhibit B***

City further grants permanent easements to the County for the perpetual use of the public and solely for the purposes of construction, re-construction, installation, operation, maintenance, repair, alteration, fencing, rehabilitation or replacement of a Trailhead and parking lot to serve the multi-modal trail and for four (4) drainage detention ponds, all of which are on the Park Property situated in the County of Pueblo, State of Colorado and more particularly described as follows:

*As described in **Exhibit A** attached hereto and commonly referred to as “PE-1 (Trailhead and parking lot)” and “PE-6A, 9, 9A, and 9D (Detention Ponds)”.* The areas described are depicted on sheets 6 through 11 of **Exhibit B**.

City further grants temporary construction easements to the County on areas immediately adjacent to the permanent easements set forth above solely for the limited purpose of facilitating construction of the Limited Access Roadway, fencing, the trail, the Trailhead and parking lot, and Detention Ponds. County shall use its best efforts in good faith to use the areas of the permanent easement wherever possible to facilitate its construction of the road, fencing, the trail, the Trailhead and parking lot, and the Detention Ponds and, only if necessary, shall use such additional areas outside of the permanent easements to facilitate construction. Any such additional areas shall be immediately adjacent to and contiguous with the permanent easement areas. Immediately upon the completion of construction on the permanent easements, any such additional areas used to facilitate construction shall be restored by the County at its sole cost and expense to the same or a better condition that existed prior to the commencement of construction.

3. City reserves ownership of and all rights to oil, gas, and minerals on and under said Easement Property and the right to use and occupy the Easement Property for any purpose consistent with the right and privilege above granted and which will not unreasonably interfere with or endanger Grantee’s use thereof, including but not limited to, the right of City to keep, maintain or place underground utilities including but not limited to water lines in or through the easements described herein and to access the Limited Access Roadway at locations consistent with, and which will provide vehicle and pedestrian access to, uses including recreational uses contemplated by the Honor Farm Park and Open Space Master Plan (Ordinance No. 7678), as same may be amended (herein collectively the “Access Points”). It is expressly acknowledged that the easements granted herein to the County are solely for the Limited Access Roadway, trail, Trailhead and parking lot, and detention ponds, and does not include underground utilities other than stormwater utilities necessary for proper use and operation of the Roadway and telecommunications facilities to the extent same are made available to City pursuant to the parties April 7, 2014 Information Technology Cooperation Agreement, as same may be amended.

4. County agrees to allow City, at City’s sole and separate expense, to construct Access Points within the Easement Area and to facilitate and work with City in good faith with respect to any necessary changes to the Limited Access Roadway which may be occasioned or necessitated by any Access Point. County shall be required to install and maintain fencing and, where required, gates, along the length of both sides of the Easement Area. Gates and fencing shall be constructed in accordance with the standard details and specifications for a Combination Wire Fence with Metal Posts or a Combination Fence with Wooden Posts as shown in **Exhibit C**. Variances from these standards may be granted subject to approval of the City’s Director of Public Works and Director of Parks and Recreation.

5. The rights granted under this Easement Agreement are subordinate to all reservations and restrictions of record upon the Park Property, including but not limited to the Conservation Easement. Construction of that portion of the Limited Access Roadway that runs through the Park Property shall not commence until the County in coordination with the City has

submitted notice to the State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Colorado Division of Parks and Outdoor Recreation (herein the "State") pursuant to Sections 6 and 21 of the Conservation Easement and received any required approval by the State pursuant to the Conservation Easement. As the same may pertain to the Limited Access Roadway and any actions taken by County pursuant to this Easement Agreement, County is delegated, and shall perform and/or satisfy and comply with, any obligation of City which may arise under the express terms of the Conservation Easement including but not limited to the obligation to keep the Park Property free of any liens arising out of any work performed for, material furnished to or obligations incurred by, County. County shall be liable and responsible to City for any and all claims, expenses, liabilities, damages or actions arising out of County's failure to perform and/or satisfy and comply with any such obligations.

6. It is expressly acknowledged and agreed that City shall have no obligations nor liability with respect to the Limited Access Roadway including but not limited to its construction, reconstruction, installation, operation, patrolling, maintenance, repair, alteration, rehabilitation, removal, or replacement, and County assumes all such obligations and liabilities. In addition, County expressly assumes full liability and responsibility for all injuries and property damage occurring to City, its agents, employees, invitees, contractors, successors and assignees, arising from the construction, operation, maintenance or use of the Limited Access Roadway and use of said easement for the purposes aforesaid. To the extent permitted by law, County agrees to hold harmless, indemnify and defend City from all liability and expense on account of any and all claims, expenses, liabilities, damages to property or injury to or death of persons, or actions arising from or out of the construction, reconstruction, installation, operation, patrolling, maintenance, repair, alteration, rehabilitation, removal, or replacement of the Limited Access Roadway by County or its employees, agents or contractors. In connection with the performance of any such work within the easements as described above, County shall exercise due care to protect City's facilities, if any, including but not limited to water lines in or adjacent to the easements from damage; and County shall be liable to City for all losses and damages sustained by City arising from the performance of any of said work.

7. County acknowledges and agrees that in no event will it locate, erect or cause to be located or erected any building, mobile trailer unit, or other structures upon the Easement Property except for temporary structures utilized during the Limited Access Roadway construction and those structures which have been approved by the State and those which are set forth in the Intergovernmental Agreement, dated February 28, 2022, between the City, County, Pueblo Urban Renewal Authority, Board of Water Works, and the Pueblo West Metropolitan District relating to the construction of a new Pueblo County Detention Facility and the construction of an adjacent new arterial roadway. City shall, in addition, have all other rights available to it under law or equity, and have the right to remove any such building or structure which has not been approved as set forth herein at County's expense.

8. CITY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF TITLE AND WARRANTIES AS TO FITNESS OR USE OF THE EASEMENT PROPERTY. THE RIGHTS GRANTED HEREIN IN THE EASEMENT PROPERTY ARE CONVEYED "AS IS", WITH ALL FAULTS AND SUBJECT TO EXISTING PHYSICAL, ENVIRONMENTAL AND OTHER CONDITIONS INCLUDING BUT NOT LIMITED TO THE PROVISIONS OF THE

CONSERVATION EASEMENT, AND THE EASEMENT AGREEMENT WITH COLORADO SPRINGS UTILITIES (RECEPTION NO. 1896813).

9. County shall not construct any portion of the Limited Access Roadway which crosses or infringes upon the easement rights of Colorado Springs Utilities, an enterprise of the City of Colorado Springs ("CSU"), without written consent of CSU, a copy of which will be delivered to City prior to construction of the Limited Access Roadway on the Park Property.

10. County shall not construct any portion of the Limited Access Roadway which crosses or infringes upon the easement rights of The United States Bureau of Reclamation ("BOR"), without the written consent of the BOR, a copy of which will be delivered to City prior to construction of the Limited Access Roadway on the Park Property.

11. If at any time, the City or any City utility, utility franchise partner, telecommunications or broadband license holder, or other City permittee, including but not limited to the Board of Water Works, needs to install utilities or telecommunications infrastructure within the Limited Access Roadway, notice with construction and traffic control plans shall be given to County at least thirty days prior to any excavation. Such installations shall be made at the expense of the City and/or any City utility, utility franchise partner, telecommunications or broadband license holder, or other City permittee. County permitting and permitting costs if applicable shall be waived upon request of the City.

This Easement Agreement shall be executed upon approval by the respecting governing bodies of the City and the County but shall not be recorded and shall not become effective until seventy (70) days after the County in coordination with the City has submitted notice to the State pursuant to Sections 20 and 21 of the Conservation Easement ("Effective Date").

In event County fails to obtain approval of the State to construct the Limited Access Roadway under the Conservation Easement and to commence construction of the Limited Access Roadway within a period of five (5) years after the Effective Date, this Easement Agreement and all rights, privileges and interests granted herein shall terminate.

The rights, conditions and provisions of this Easement Agreement and the easement granted hereunder shall run with the land and shall inure to the benefit of and be binding upon City and County and their respective successors and assigns.

12. Miscellaneous Provisions.

(a) Notices. All notices and other communications that are required or permitted to be given to the Parties under this Easement Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice through U.S. Mail shall be effective three (3) days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

If to Pueblo:	Mayor City of Pueblo 1 City Hall Place, 2nd Floor Pueblo, Colorado 81003
with a copy to:	City Attorney City of Pueblo 1 City Hall Place, 3rd Floor Pueblo, Colorado 81003
additional copy to:	Director of Public Works City of Pueblo 211 E. D Street Pueblo, Colorado, 81003
If to County:	Chair, Board of County Commissioners 215 W. 10 th St. Pueblo, CO 81003
with a copy to:	Pueblo County Attorney 215 W. 10 th St. Pueblo, CO 81003

or to such address as such Party may have given to the other by notice pursuant to this paragraph.

(b) Assignment. This Easement Agreement may not be assigned by County without the prior written consent of the City. Any attempted assignment in violation of this provision shall be void.

(c) Attorney's Fees and Costs of Collections. In the event that it becomes necessary for either party to bring any action or proceeding to enforce any provision of this Easement Agreement, to recover damages for a defaulting party's breach of this Easement Agreement, or to seek specific performance of this Easement Agreement, the prevailing party shall be entitled to collect its reasonable attorney's fees and costs of suit in such action or proceeding.

(d) Integrations, Severability and Amendment. This Easement Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This Easement Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Easement Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Easement Agreement shall continue in full force and effect.

(e) Governing Law and Venue. This Easement Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Easement Agreement or for the enforcement of this Easement Agreement shall be in a state court with jurisdiction

located in Pueblo County, Colorado.

(f) Waiver. The failure of either of the Parties to insist upon the strict performance of any provisions of this Easement Agreement or to exercise any right, power, or remedy upon a breach thereof shall not constitute a waiver of that or any other provision of this Easement Agreement or limit that Party's right thereafter to enforce any provision or exercise any right. Notwithstanding any other provision of this Easement Agreement, nothing herein is intended, nor shall it be construed or interpreted 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 provisions of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, *et seq.*

(g) Counterparts. This Easement Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

(h) Parties Bound by Agreement. This Easement Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Easement Agreement except as otherwise expressly authorized herein.

(i) Authorizations. The governing bodies of each of the Parties have authorized the execution of this Easement Agreement by resolution or ordinance.

(j) No Third Party Beneficiaries. This Easement Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.

(k) Effect of Invalidity. If any portion of this Easement Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the Parties will immediately negotiate valid alternative portion(s) that as nearly as possible give effect to any stricken portion(s).

*****SIGNATURE PAGE FOLLOWS*****

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first written above.

ATTEST:

PUEBLO COUNTY, COLORADO

Candace River
Clerk to the Board

By: Espinoza
Chair, Board of County Commissioners

Date: 5/21/24

APPROVED AS TO FORM:

Cynthia Mitchell
County Attorney

ATTEST:

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

City Clerk

By: _____
Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
ROW-4

January 19, 2023

A portion of the parcels as described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, of the Official Public Records of Pueblo County Colorado, and a portion of the parcel as described in Personal Representative's Deed, recorded December 17, 2015, as Reception No. 2024227, of the Official Public Records of Pueblo County Colorado, all lying within a portion of South Half of Sections 17 and 18, a portion of the Northeast Quarter of Section 20, and a portion of the North Half of Section 21, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

A strip of land, 160 feet in width, lying 80 feet on each side of the following described centerline:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado; thence along the west line of said Section 18, S00°30'52"E (Bearings are based on the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th P.M., monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, having a measured bearing and distance of N89°51'59"E, a distance of 5243.79 feet), a distance of 1038.79 feet, to the **POINT OF BEGINNING**; thence leaving said west line along the following nine (9) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, having a radius of 6437.00 feet, a central angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1404.09 feet;
4. along the arc of a curve to the right, having a radius of 3907.00 feet, a central angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1241.22 feet;
6. S89°59'05"E, a distance of 465.86 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, having a radius of 9000.00 feet, a central angle of 15°57'03", a distance of 2505.54 feet;
9. S59°54'13"E, a distance of 3904.93 feet,

to a point on the north line of the South Half of said Section 21, from whence the East Quarter Corner of said Section 21, monumented by a 3-1/2" brass cap BLM monument, properly marked, flush with grade, bears N89°24'02"E, a distance of 2365.41; said point also being the **POINT OF TERMINUS**.

Sidelines of said strip extend or shorten as necessary to intersect the lines that the **POINT OF BEGINNING** and the **POINT OF TERMINUS** are a part of.

Containing 2,312,322 Sq. Ft. or 53.084 acres, more or less.

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

EXHIBIT A

ROW-4

PURCELL BOULEVARD
(PUBLIC R.O.W. VARIES)
(REC. NO. 1834163)

PURCELL BOULEVARD
(PUBLIC R.O.W. VARIES)
(REC. NO. 1834163)

SW CORNER
SEC 18, T20S, R65W,
CHISELED "+" IN
6"x6" CONCRETE SLAB
0.2' BELOW GRADE

POC

W1/4 CORNER
SEC 18, T20S, R65W,
3-1/4" ALUMINUM CAP
"PLS 24684,"
FLUSH WITH GRADE

S00°30'52"E 2647.44' (TIE)

1608.66'
(TIE)

1038.79'
(TIE)

POB

S89°59'05"E
465.86'

$\Delta=6^{\circ}51'30''$
 $R=6437.00'$
 $L=770.51'$

REC. NO.
1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

N83°09'25"E
1404.09'

ROW-4
160' WIDE

2,312,322 SQ.FT.±
(53.084 ACRES±)

$\Delta=35^{\circ}15'06''$
 $R=3907.00'$
 $L=2403.82'$

S1/2 SEC 18,
T20S, R65W, 6TH P.M.

80'
80'

S61°35'29"E
1241.22'

E1/4 CORNER
SEC 18, T20S, R65W,
3-1/4" BRASS CAP
ILLEGIBLE MARKINGS
FLUSH WITH GRADE

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

S1/2 SEC 17,
T20S, R65W, 6TH P.M.

S89°59'05"E
465.86'

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

S75°51'15"E
956.04'

MATCH LINE
SHEET 3



GRAPHIC SCALE
0 500 1000
(IN FEET)
1 inch = 1000 ft.

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

Clark
Land Surveying, Inc.

177 S. Tiffany Dr. • Pueblo West, Co. 81007 • 719.633.8533
www.clarkls.com

Project No:
211562

Drawn: DWC
Check: SLM

Date: 1/19/2023
Sheet 2 of 3

EXHIBIT A

ROW-4

S75°51'15"E
956.04'

MATCH LINE
SHEET 2

$\Delta=15^{\circ}57'03"$
 $R=9000.00'$
 $L=2505.54'$

REC. NO.
2024227
OWNER: CITY
OF PUEBLO
A MUNICIPAL
CORPORATION

REC. NO.
1390538
OWNER: CITY
OF PUEBLO
A MUNICIPAL
CORPORATION

E1/4 CORNER
SEC 20, T20S, R65W,
3" BRASS CAP,
"PLS 33200"
FLUSH IN CONCRETE

NE 1/4 SEC 20,
T20S, R65W, 6TH P.M.

S 1/2 SEC 17,
T20S, R65W, 6TH P.M.

ROW-4
160' WIDE

2,312,322 SQ.FT.±
(53.084 ACRES±)

S59°54'13"E
3904.93'
(TIE)
2903.06'

REC. NO.
1390538
OWNER: CITY
OF PUEBLO
A MUNICIPAL
CORPORATION

S 1/2 SEC 21,
T20S, R65W, 6TH P.M.

N89°24'02"E
5268.48' (TIE)

REC. NO.
2282810
OWNER: PUEBLO
COUNTY

REC. NO.
1390538
OWNER: CITY
OF PUEBLO
A MUNICIPAL
CORPORATION

N 1/2 SEC 21,
T20S, R65W, 6TH P.M.

REC. NO.
2020434
OWNER: H M C D
INVESTMENTS LLC

REC. NO.
2282810
OWNER: PUEBLO
COUNTY

E1/4 CORNER
SEC 21, T20S, R65W,
3-1/2" BRASS CAP,
BLM MONUMENT,
FLUSH WITH GRADE

2365.41' (TIE)

N00°32'37"W 2627.18' (TIE)

PUEBLO BOULEVARD
(PUBLIC R.O.W. VARIES)
((FEDERAL AID PROJECT NO. US 0045(4))

NE CORNER
SEC 21, T20S, R65W
3-1/2" BRASS CAP,
BLM MONUMENT,
0.5' BELOW GRADE

GRAPHIC SCALE
0 500 1000
(IN FEET)
1 inch =1000 ft.

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

Project No:
211562

Drawn: DWC
Check: SLM

Date: 1/19/2023
Sheet 3 of 3

Clark
Land Surveying, Inc.
177 S. Tiffany Dr. • Pueblo West, Co. 81007 • 719.633.8533
www.clarkls.com

EXHIBIT A
L-PE-1

February 21, 2024

A portion of the parcels as described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, of the Official Public Records of Pueblo County Colorado, being located in the Southwest Quarter of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, County of Pueblo, State of Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 18; thence along the west line of said Section 18, S00°30'52"E (Bearings are based on the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th P.M., monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, having a measured bearing and distance of N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, S89°59'05"E, a distance of 465.86 feet; thence 223.93 feet along the arc of a curve to the right, whose cord bears N89°01'07"E, a distance of 223.92 feet, having a radius of 6437.00 feet, and a central angle of 01°59'36"; thence N01°58'46"W, a distance of 80.00 feet, to the **POINT OF BEGINNING**; thence along the following four (4) courses:

1. 327.12 feet along the arc of a non-tangent curve to the left, whose cord bears N86°32'52"E, a distance of 327.08 feet, having a radius of 6357.00 feet, and a central angle of 02°56'54";
2. N03°48'24"W, a distance of 216.49 feet;
3. S87°59'31"W, a distance of 320.07 feet;
4. S01°58'46"E, a distance of 224.63 feet; to the **POINT OF BEGINNING**.

Containing 71,813 Sq Ft, 1.649 Acres, more or less.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245

EXHIBIT A
STORM EASEMENT (PE-6A)

February 14, 2024

A portion of the parcels described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, in the Official Public Records of Pueblo County, Colorado, also being a portion of the south 1/2 of Section 17 and the north 1/2 of Section 20, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian; thence along the west line of said Section 18, S00°30'52"E (Bearings are relative to the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, measured to bear N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, for the following nine (9) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, whose chord bears N86°35'10"E, having a chord length of 770.05 feet, a radius of 6437.00 feet, a delta angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1,404.09 feet;
4. along the arc of a curve to the right, whose chord bears S79°13'02"E, having a chord length of 2366.08 feet, a radius of 3907.00 feet, a delta angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1,241.22 feet;
6. along the arc of a curve to the left, whose chord bears S68°43'22"E, having a chord length of 797.94 feet, a radius of 3213.69 feet, a delta angle of 14°15'47", a distance of 800.00 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, whose chord bears S74°48'45"E, having a chord length of 327.24 feet, a radius of 9000.00', a delta angle of 2°05'00", a distance of 327.26 feet;
9. S16°13'45"W, a distance of 80.00 feet, to the **POINT OF BEGINNING**;

thence along the following twelve (12) courses:

1. along the arc of a non-tangent curve to the right, whose chord bears S73°04'43"E, having a chord length of 215.62 feet, having a radius of 8920.00 feet, a delta angle of 1°23'06", a distance of 215.62 feet;
2. S17°08'58"W, a distance of 128.57 feet;
3. N73°09'53"W, a distance of 57.41 feet;
4. S19°44'23"W, a distance of 203.40 feet;
5. S70°15'37"E, a distance of 10.00 feet;
6. S19°44'23"W, a distance of 20.00 feet;
7. N70°15'37"W, a distance of 10.00 feet;
8. S19°44'23"W, a distance of 28.13 feet;
9. N70°15'37"W, a distance of 30.00 feet;
10. N19°44'23"E, a distance of 250.01 feet;
11. N73°09'53"W, a distance of 127.44 feet;
12. N16°50'07"E, a distance of 128.90 feet, to the **POINT OF BEGINNING**.

Containing 35,526 Sq. Ft, 0.816 Acres, more or less.

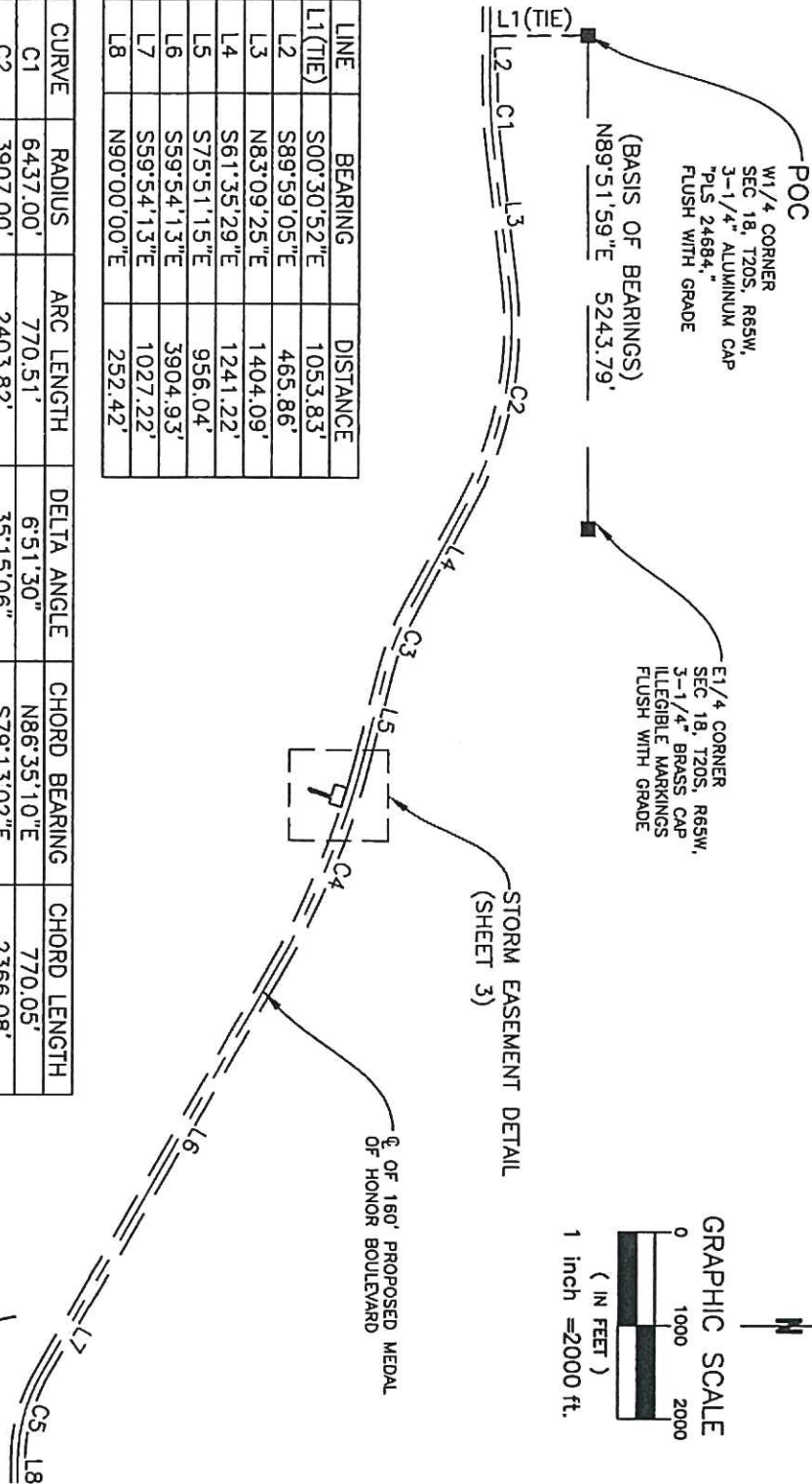
Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245



EXHIBIT A STORM EASEMENT (PE-6A)

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	6437.00'	770.51'	6°51'30"	N86°35'10"E	770.05'
C2	3907.00'	2403.82'	35°15'06"	S79°13'02"E	2366.08'
C3	3213.69'	800.00'	14°15'47"	S68°43'22"E	797.94'
C4	9000.00'	2505.54'	15°57'03"	S67°52'44"E	2497.45'
C5	1797.00'	943.93'	30°05'47"	S74°57'06"E	933.12'

LINE	BEARING	DISTANCE
L1 (TIE)	S00°30'52"E	1053.83'
L2	S89°59'05"E	465.86'
L3	N83°09'25"E	1404.09'
L4	S61°35'29"E	1241.22'
L5	S75°51'15"E	956.04'
L6	S59°54'13"E	3904.93'
L7	S59°54'13"E	1027.22'
L8	N90°00'00"E	252.42'



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

Project No: 211562	Drawn: NSG	Date: 02/14/2024
	Check: SLM	Sheet 2 of 3

Clark
177 S. Tillary Dr. Pueblo West, Co. 81007 719.633.6533
www.clarkla.com

EXHIBIT A

STORM EASEMENT (PE-6A)

LINE	BEARING	DISTANCE
L9 (TIE)	S16°13'45"W	80.00'
L10	S17°08'58"W	128.57'
L11	N73°09'53"W	57.41'
L12	S19°44'23"W	203.40'
L13	S70°15'37"E	10.00'
L14	S19°44'23"W	20.00'
L15	N70°15'37"W	10.00'
L16	S19°44'23"W	28.13'
L17	N70°15'37"W	30.00'
L18	N19°44'23"E	250.01'
L19	N73°09'53"W	127.44'
L20	N16°50'07"E	128.90'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C6	9000.00'	327.26'	2°05'00"	S74°48'45"E	327.24'
C7	8920.00'	215.62'	1°23'06"	S73°04'43"E	215.62'

L17
L16
L15
L14
L13

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

1/2 SEC. 20.
T20S. R6SW.
6TH P.M.

1/2 SEC. 17.
T20S. R6SW.
6TH P.M.

STORM EASEMENT
(PE-6A)
35,526 SQ. FT. ±
(0.816 ACRES ±)

POB

C7

160' PROPOSED MEDAL
OF HONOR BOULEVARD

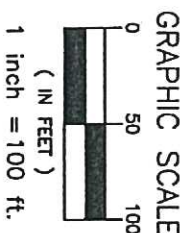
C6 (TIE)

L9 (TIE)

A=15°57'03"
R=9000.00'
L=2505.54'
ChL=2497.45'
ChB=S67°52'44"E

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

S75°51'15"E
956.04'



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

Project No: 211562
Drawn: NSG
Date: 02/14/2024
Check: SLM
Sheet 3 of 3



EXHIBIT A
STORM EASEMENT (PE-9)

February 14, 2024

A portion of the parcels described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, in the Official Public Records of Pueblo County, Colorado, also being a portion of the northwest 1/4 of Section 21, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian; thence along the west line of said Section 18, S00°30'52"E (Bearings are relative to the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, measured to bear N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, for the following ten (10) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, whose chord bears N86°35'10"E, having a chord length of 770.05 feet, a radius of 6437.00 feet, a delta angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1,404.09 feet;
4. along the arc of a curve to the right, whose chord bears S79°13'02"E, having a chord length of 2366.08 feet, a radius of 3907.00 feet, a delta angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1,241.22 feet;
6. along the arc of a curve to the left, whose chord bears S68°43'22"E, having a chord length of 797.94 feet, a radius of 3213.69 feet, a delta angle of 14°15'47", a distance of 800.00 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, whose chord bears S67°52'44"E, having a chord length of 2497.45 feet, a radius of 9000.00', a delta angle of 15°57'03", a distance of 2505.54 feet;
9. S59°54'13", a distance of 3353.49 feet;
10. N30°05'47"E, a distance of 80.00 feet, to the **POINT OF BEGINNING**;

thence along the following four (4) courses:

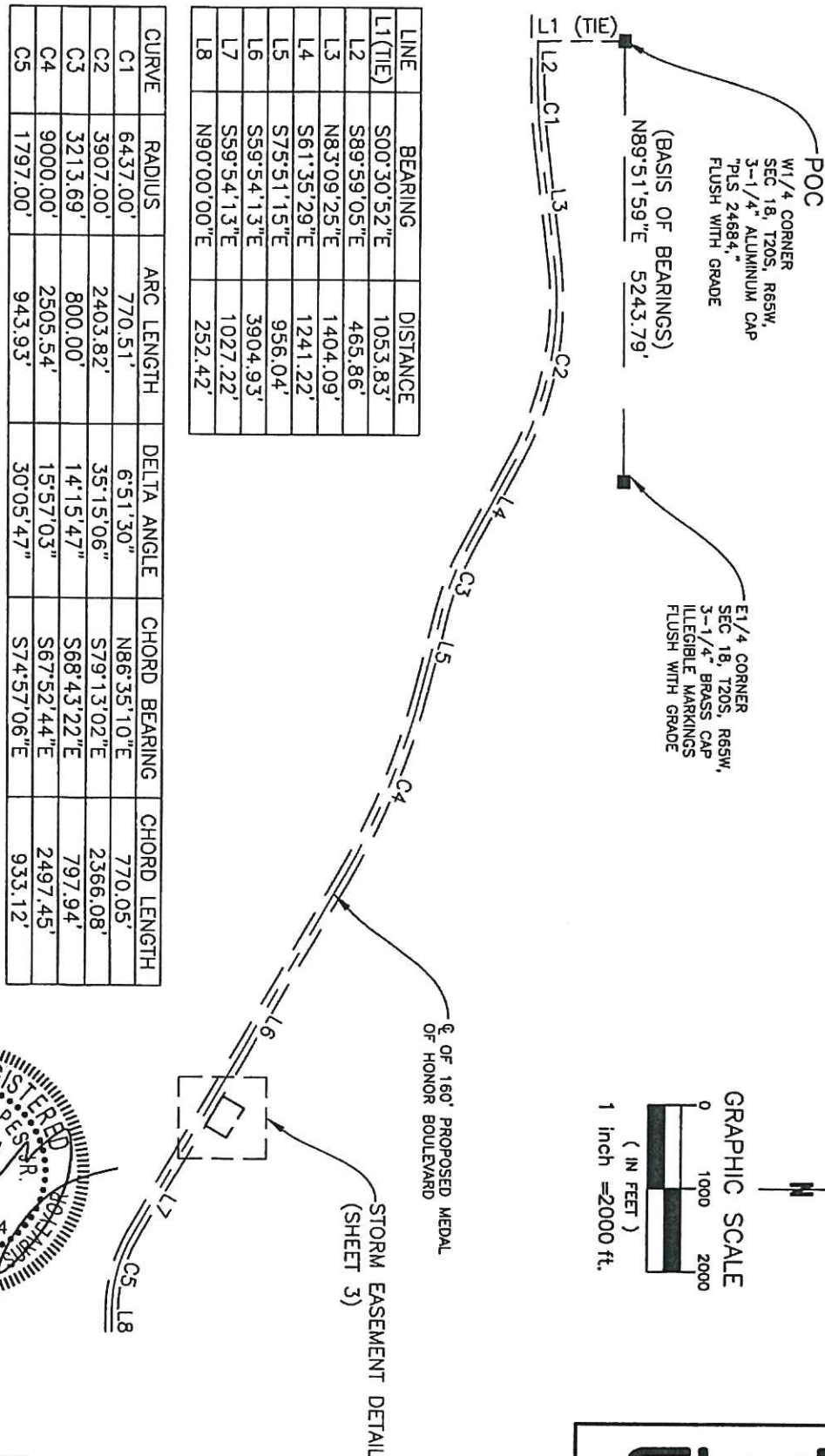
1. N59°54'13"W, a distance of 408.53 feet;
2. N30°05'47"E, a distance of 289.74 feet;
3. S59°54'13"E, a distance of 408.53 feet;
4. S30°05'47"W, a distance of 289.74 feet, to the **POINT OF BEGINNING**.

Containing 118,369 Sq. Ft, 2.717 Acres, more or less.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245



EXHIBIT A STORM EASEMENT (PE-9)



Clark

177 S. Tiffany Dr.

Pueblo West, Co. 81007

719.633.6533

www.clarkids.com

Project No:

211562

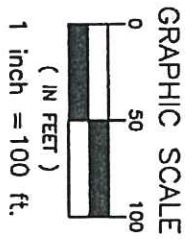
Drawn: NSG

Check: SLM

Date: 02/14/2024

Sheet 2 of 3

EXHIBIT A STORM EASEMENT (PE-9)



LINE	BEARING	DISTANCE
L9(TIE)	N30°05'47"E	80.00'

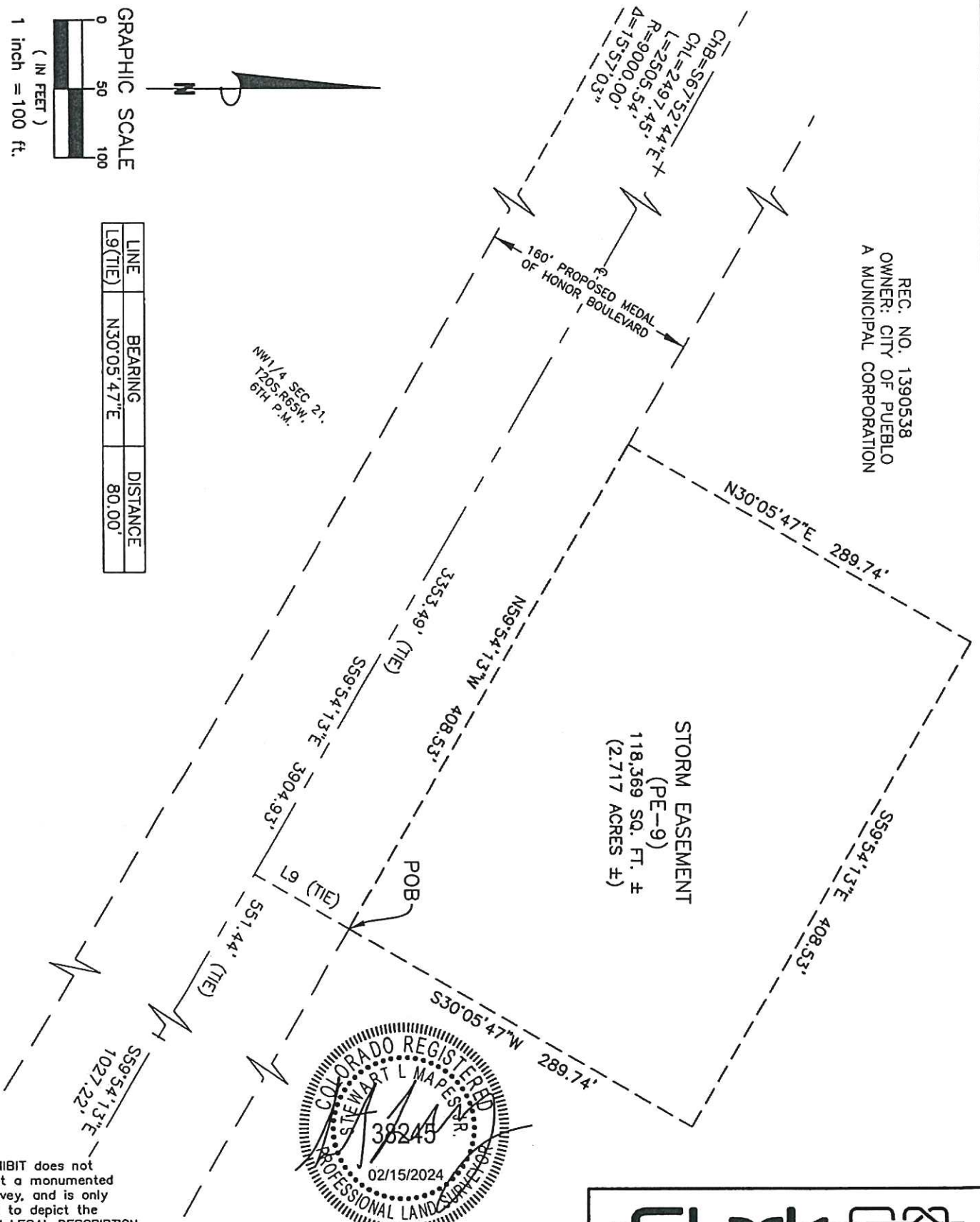
NW1/4 SEC 21.
T20S, R65W.
6TH P.M.

CHB=567.52, 44"E+
ChL=2497.45'
R=9000.54'
Δ=1557.03"

160' PROPOSED MEDAL
OF HONOR BOULEVARD

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

STORM EASEMENT
(PE-9)
118,369 SQ. FT. ±
(2.717 ACRES ±)



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



Clark

177 S. Tiffany Dr. Pueblo West, Co. 81007 719.633.8633
www.clarksls.com

Project No: 211562
Drawn: NSG
Check: SLM
Date: 02/14/2024
Sheet 3 of 3

EXHIBIT A
STORM EASEMENT (PE-9A)

February 14, 2024

A portion of the parcels described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, in the Official Public Records of Pueblo County, Colorado, also being a portion of the northeast 1/4 of Section 20 and the northwest 1/4 of Section 21, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian; thence along the west line of said Section 18, S00°30'52"E (Bearings are relative to the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, measured to bear N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, for the following ten (10) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, whose chord bears N86°35'10"E, having a chord length of 770.05 feet, a radius of 6437.00 feet, a delta angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1,404.09 feet;
4. along the arc of a curve to the right, whose chord bears S79°13'02"E, having a chord length of 2366.08 feet, a radius of 3907.00 feet, a delta angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1,241.22 feet;
6. along the arc of a curve to the left, whose chord bears S68°43'22"E, having a chord length of 797.94 feet, a radius of 3213.69 feet, a delta angle of 14°15'47", a distance of 800.00 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, whose chord bears S67°52'44"E, having a chord length of 2497.45 feet, a radius of 9000.00', a delta angle of 15°57'03", a distance of 2505.54 feet;
9. S59°54'13", a distance of 254.79 feet;
10. S30°05'47"W, a distance of 80.00 feet, to the **POINT OF BEGINNING**;

thence along the following nine (9) courses:

1. S59°54'13"E, a distance of 437.78 feet;
2. S29°06'12"W, a distance of 127.49 feet;
3. S87°59'31"W, a distance of 35.28 feet;
4. N00°32'25"W, a distance of 22.47 feet;
5. N73°36'24"W, a distance of 58.68 feet;
6. S80°57'20"W, a distance of 94.06 feet;
7. N10°08'42"W, a distance of 66.21 feet;
8. N60°16'54"W, a distance of 227.34 feet;
9. N30°37'50"E, a distance of 151.14 feet, to the **POINT OF BEGINNING**.

Containing 67,140 Sq. Ft, 1.541 Acres, more or less.

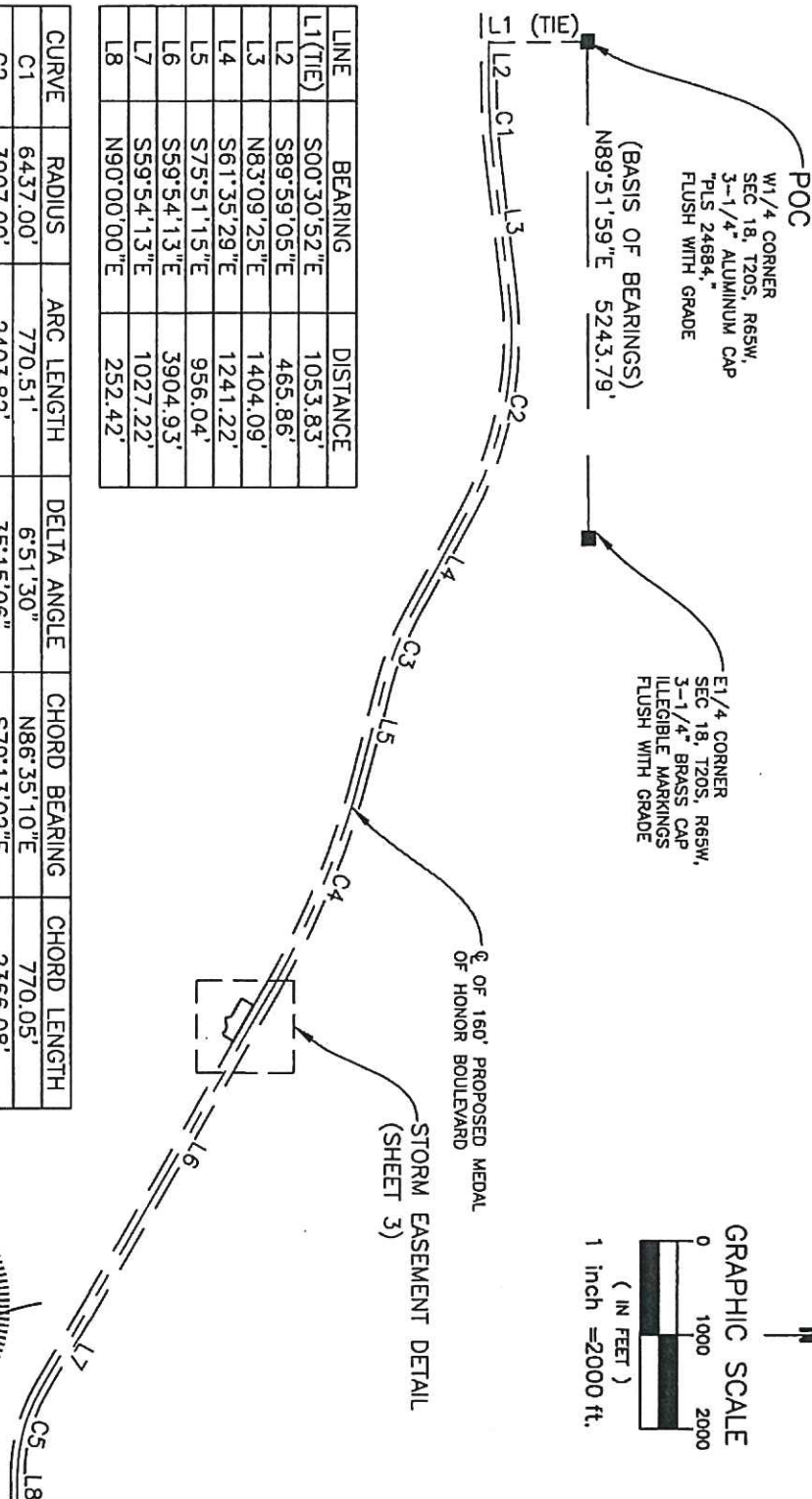
Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245



EXHIBIT A STORM EASEMENT (PE-9A)

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	6437.00'	770.51'	6°51'30"	N86°35'10"E	770.05'
C2	3907.00'	2403.82'	35°15'06"	S79°13'02"E	2366.08'
C3	3213.69'	800.00'	14°15'47"	S68°43'22"E	797.94'
C4	9000.00'	2505.54'	15°57'03"	S67°52'44"E	2497.45'
C5	1797.00'	943.93'	30°05'47"	S74°57'06"E	933.12'

LINE	BEARING	DISTANCE
L1 (TIE)	S00°30'52"E	1053.83'
L2	S89°59'05"E	465.86'
L3	N83°09'25"E	1404.09'
L4	S61°35'29"E	1241.22'
L5	S75°51'15"E	956.04'
L6	S59°54'13"E	3904.93'
L7	S59°54'13"E	1027.22'
L8	N90°00'00"E	252.42'



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

Project No:
211562

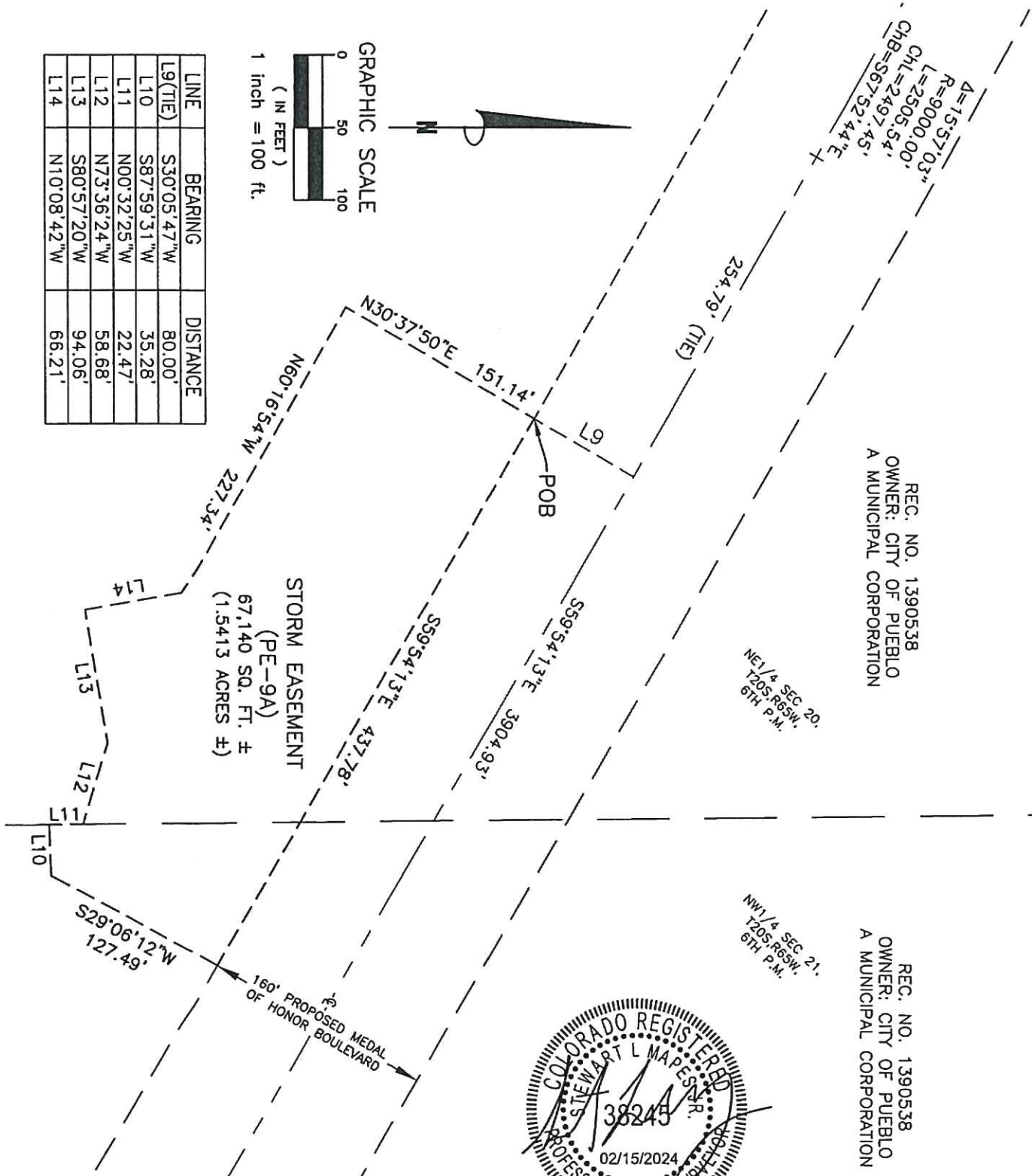
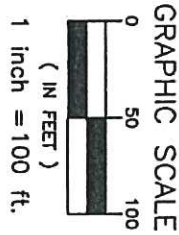
Drawn: NSG
Check: SLM

Date: 02/14/2024
Sheet 2 of 3

Clark
177 S. Tiffany Dr. Pueblo West, Co. 81007 719.633.6533
www.clarkds.com

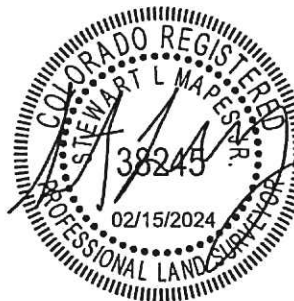
EXHIBIT A STORM EASEMENT (PE-9A)

LINE	BEARING	DISTANCE
L9 (TIE)	S30°05'47"W	80.00'
L10	S87°59'31"W	35.28'
L11	N00°32'25"W	22.47'
L12	N73°36'24"W	58.68'
L13	S80°57'20"W	94.06'
L14	N10°08'42"W	66.21'



REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION



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

Project No: 211562	Drawn: NSG	Date: 02/14/2024
	Check: SLM	Sheet 3 of 3

Clark

177 S. Tiffany Dr. Pueblo West, Co. 81007 719.633.8533
www.clarkids.com

EXHIBIT A
STORM EASEMENT (PE-9D)

February 14, 2024

A portion of the parcels described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, in the Official Public Records of Pueblo County, Colorado, also being a portion of the southwest 1/4, northwest 1/4, and the northeast 1/4 of Section 21, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian; thence along the west line of said Section 18, S00°30'52"E (Bearings are relative to the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, measured to bear N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, for the following ten (10) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, whose chord bears N86°35'10"E, having a chord length of 770.05 feet, a radius of 6437.00 feet, a delta angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1,404.09 feet;
4. along the arc of a curve to the right, whose chord bears S79°13'02"E, having a chord length of 2366.08 feet, a radius of 3907.00 feet, a delta angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1,241.22 feet;
6. along the arc of a curve to the left, whose chord bears S68°43'22"E, having a chord length of 797.94 feet, a radius of 3213.69 feet, a delta angle of 14°15'47", a distance of 800.00 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, whose chord bears S67°52'44"E, having a chord length of 2497.45 feet, a radius of 9000.00', a delta angle of 15°57'03", a distance of 2505.54 feet;
9. S59°54'13", a distance of 3157.70 feet;
10. S30°05'47"W, a distance of 80.00 feet, to the **POINT OF BEGINNING**;

thence along the following eighteen (18) courses:

1. S59°54'13"E, a distance of 548.32 feet;
2. S30°05'47"W, a distance of 38.09 feet;
3. S89°24'02"W, a distance of 36.28 feet;
4. S00°32'06"E, a distance of 61.23 feet;
5. S30°05'47"W, a distance of 25.20 feet;
6. N59°54'13"W, a distance of 70.13 feet;
7. N30°05'47"E, a distance of 19.50 feet;
8. N59°54'13"W, a distance of 214.76 feet;

9. S30°05'47"W, a distance of 70.51 feet;
10. N59°54'13"W, a distance of 149.91 feet;
11. N30°05'47"E, a distance of 93.26 feet;
12. N54°21'32"W, a distance of 46.12 feet;
13. N34°11'34"E, a distance of 14.93 feet;
14. N59°54'11"W, a distance of 67.45 feet;
15. N30°05'49"E, a distance of 45.00 feet;
16. N59°54'11"W, a distance of 23.72 feet;
17. N75°05'47"E, a distance of 31.80 feet;
18. N30°05'47"E, a distance of 5.41 feet, to the **POINT OF BEGINNING**.

Containing 70,080 Sq. Ft, 1.610 Acres, more or less.



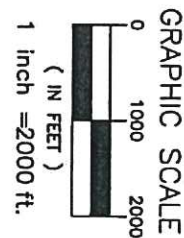
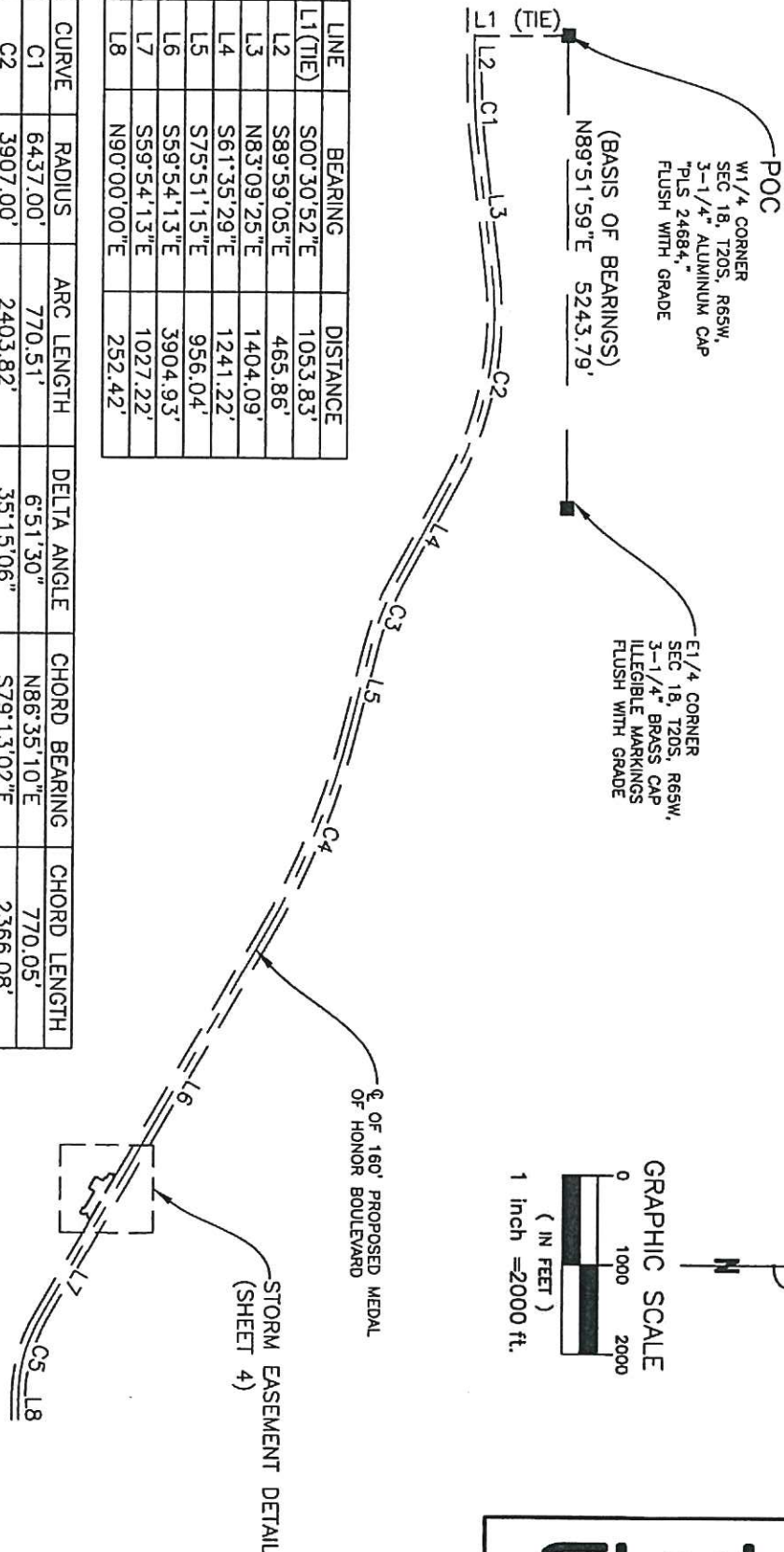
Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245

EXHIBIT A

STORM EASEMENT (PE-9D)

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	6437.00'	770.51'	6°51'30"	N86°35'10"E	770.05'
C2	3907.00'	2403.82'	35°15'06"	S79°13'02"E	2366.08'
C3	3213.69'	800.00'	14°15'47"	S68°43'22"E	797.94'
C4	9000.00'	2505.54'	15°57'03"	S67°52'44"E	2497.45'
C5	1797.00'	943.93'	30°05'47"	S74°57'06"E	933.12'

LINE	BEARING	DISTANCE
L1 (TIE)	S00°30'52"E	1053.83'
L2	S89°59'05"E	465.86'
L3	N83°09'25"E	1404.09'
L4	S61°35'29"E	1241.22'
L5	S75°51'15"E	956.04'
L6	S59°54'13"E	3904.93'
L7	S59°54'13"E	1027.22'
L8	N90°00'00"E	252.42'



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

Project No:	Drawn: NSG	Date: 02/14/2024
211562	Check: SLM	Sheet 3 of 4

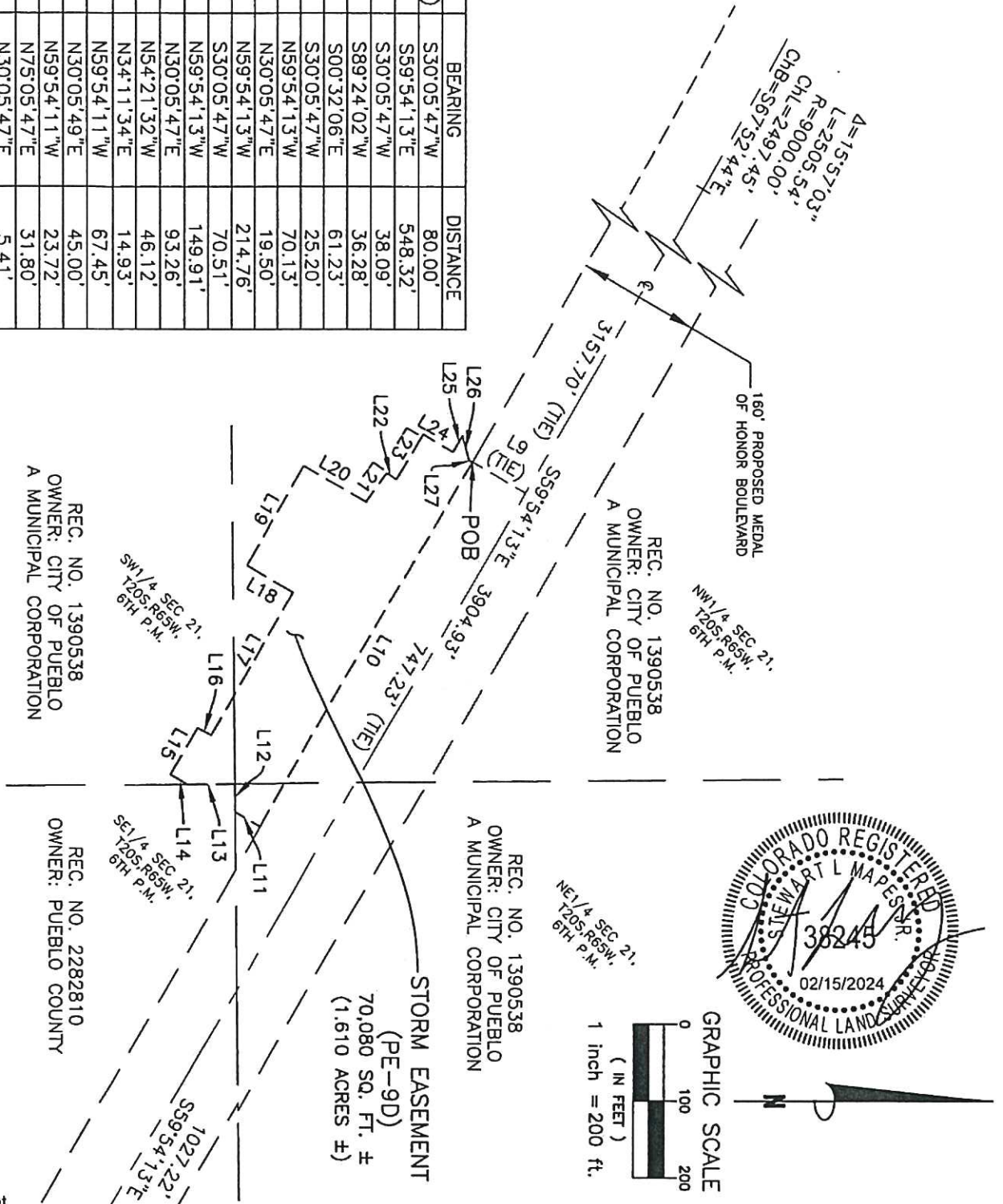
Clark

177 S. Tiffany Dr. Pueblo West, Co. 81007 719.633.6533
www.clarkla.com

EXHIBIT A

STORM EASEMENT (PE-9D)

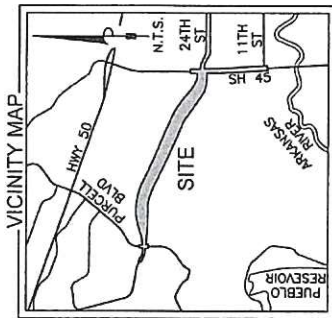
LINE	BEARING	DISTANCE
L9 (TIE)	S30°05'47"W	80.00'
L10	S59°54'13"E	548.32'
L11	S30°05'47"W	38.09'
L12	S89°24'02"W	36.28'
L13	S00°32'06"E	61.23'
L14	S30°05'47"W	25.20'
L15	N59°54'13"W	70.13'
L16	N30°05'47"E	19.50'
L17	N59°54'13"W	214.76'
L18	S30°05'47"W	70.51'
L19	N59°54'13"W	149.91'
L20	N30°05'47"E	93.26'
L21	N54°21'32"W	46.12'
L22	N34°11'34"E	14.93'
L23	N59°54'11"W	67.45'
L24	N30°05'49"E	45.00'
L25	N59°54'11"W	23.72'
L26	N75°05'47"E	31.80'
L27	N30°05'47"E	5.41'



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

Project No:	Drawn: NSG	Date: 02/14/2024
211562	Check: SLM	Sheet 4 of 4

Clark & Clark
177 S. Tiffany Dr. Pueblo West, Co. 81007 719.633.6533
www.clarkcs.com



SHEET NO:		INDEX OF SHEETS	
1-2	Title Sheet	1-2	Title Sheet
3	Key Map	3	Key Map
4	Tabulation	4	Tabulation
5	Control Sheet	5	Control Sheet
6-12	Plan Sheets	6-12	Plan Sheets
13	Detail Sheet	13	Detail Sheet

SURVEYOR'S NOTES:

1. Basis of Bearings: Bearings are based on the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th P.M., monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, having a measured bearing and distance of N89°51'59"E, a distance of 5243.79 feet.
2. Basis of Elevations: Elevations are based on (NAVD 88).
3. Coordinate Datum: Survey is relative to modified Colorado State Plane Coordinate System, South Zone (0503). Combined scale factor of 1.000256091277. Scaling is based on Site Benchmark.
4. This Land Survey Control Diagram is not a boundary survey of the adjoining property and is prepared for the Pueblo County, Colorado purposes only. No determination has been made to determine if the found monuments as shown are in their proper position or if they are at the corners they are intended to monument.
5. This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership, easements or rights of way of record. The client did not wish for easements and rights of way researched or shown. This survey does not take into consideration additional facts that an accurate and correct title search might disclose including, but not limited to, descriptions contained in deeds for adjacent properties.
4. Survey is relative to modified Colorado State Plane Coordinate System, South Zone (0503). Combined scale factor of 1.000256091277. Scaling is based on Site Benchmark.
6. Field work for this survey was completed on March 29, 2022.
7. The owner names and tax parcel data shown hereon are based upon the public records available at the original date of this survey. Current ownership and tax parcel data should be verified for accuracy.
8. Substantial snow cover existed on the site at the time of this survey. Visible improvements shown hereon are subject to these limitations.
9. Properties are subject to Reservations contained in the Patent recorded December 19, 1892 in Book 149, Page 81, blanket in nature.
10. Properties are subject to Reservations contained in the Patent recorded June 30, 1982 in Book 91, Page 84, blanket in nature.
11. Properties are subject to Reservations contained in the Patent recorded June 23, 1888 in Book 61, Page 275, blanket in nature.
12. Properties are subject to Reservations contained in the Patent recorded December 19, 1892 in Book 91, Page 322, blanket in nature.

SURVEYOR'S NOTES:

13. Properties are subject to Reservations contained in the Patent recorded December 19, 1892 in Book 91, Page 325, blanket in nature.
14. Properties are subject to Reservations contained in the Patent recorded June 15, 1982 in Book 91, Page 269, blanket in nature.
15. Properties are subject to Reservations contained in the Patent recorded February 13, 1897 in Book 183, Page 387, blanket in nature.
16. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Easement Agreement as set forth recorded November 11, 1956 in Book 1313, Page 595, approximate location as shown hereon.
17. Properties are subject to Right-of-Way, Wether in fee or easement only granted to the United States of America recorded June 30, 1982 in Book 91, Page 84.
18. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth recorded March 27, 1972 in Book 1713, Page 85, blanket in nature.
Note: Supplemental Trust Indenture from Southern Colorado Power Company Trustees, dated November 1, 1957 and recorded December 9, 1958 in Book 1344 Page 1.
19. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Deed as set forth recorded March 25, 1979 in Book 1978, Page 447, approximate location as shown hereon.
20. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Contract and Grant of Surge Tank, Temporary Access Road, Temporary Construction, and Water Pipeline Right-of-Way Easement as set forth recorded April 23, 1979 in Book 1982, Page 22, approximate location as shown hereon.
21. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth recorded May 10, 1979 in Book 1984, Page 866, approximate location as shown hereon.
22. Properties are subject to the map of Fountain Valley Conduit recorded September 25, 1981 in Book 2087, Page 810, no description.
23. Properties are subject to the Easement, weather in fee or easement only to Pueblo West Metropolitan District, a municipal corporation recorded September 19, 1998 at Reception No. 1239581, approximate location as shown hereon.
24. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Deed of Conversation Easement Honor Farm Open Space & Park Parcels City of Pueblo as set forth recorded July 2, 2001 at reception No. 1390542, blanket in nature.

RIGHT-OF-WAY PLAN

A PORTION OF S13, T20S, R66W, 6TH P.M. AND S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M., PUEBLO COUNTY, STATE OF COLORADO

Project No. 211562
Drawn By: DMC
Checked By: SLM
Date: 1/18/2022
Sheet 1 of 13

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after the date of its completion. This survey was completed on March 29, 2022. This survey was commenced on March 29, 2022. The date of the certification shown hereon.



SURVEYOR'S NOTES:

25. Properties are subject to the Easements(s) for the Purpose(s) shown below and rights incidental thereto, granted in a document recorded September 18, 2003 at Reception No. 1526546, approximate location as shown hereon.
26. Properties are subject to the effect of the inclusion of subject property within Pueblo County Conservation District as evidence by the Order Approving the Amended Official Plan for Pueblo County Conservation District as set forth recorded August 1, 2007 at Reception No. 1736292, blanket in nature.
27. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Permanent Easement Agreement as set forth recorded January 3, 2012 at Reception No. 1895184, approximate location as shown hereon.
28. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Easement Agreement as set forth recorded January 20, 2012 at reception No. 1896813, approximate location as shown hereon.
29. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Memorandum of Solar Energy and Energy Storage Lease Agreement as set forth recorded March 28, 2022 at reception No. 2270323, blanket in nature.

SURVEYOR'S STATEMENT:

On the basis of my knowledge, information and belief, I hereby state and declare that this drawing was prepared under my direct supervision to the standard of care of surveyors practicing in the State of Colorado and that the information shown herein is true and correct to the best of my knowledge and belief.

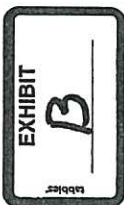
This statement is neither a warranty nor a guarantee, either expressed or implied.

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



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

RIGHT-OF-WAY PLAN
TITLE SHEET
A PORTION OF S13, T20S, R66W, 6TH P.M. AND
S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M.,
PUEBLO COUNTY, STATE OF COLORADO
Project No. 211562
Drawn By: DWC
Checked By: SLM
Date: 1/18/2022
Sheet 2 of 13



RIGHT OF WAY TABULATION OF PROPERTIES									
PARCEL NO.	OWNER	LOCATION	LOT/BLOCK SUBDIVISION	RECORDING INFO	AREA IN ACRES	AREA IN SQUARE FEET	REMAINDER IN ACRES		
							EAST	SOUTH	WEST
ROW-1	PUEBLO COUNTY	SW1/4, SEC. 13, T13N, R66W	LOT 28, BLOCK 5 TRACT 383 PUEBLO WEST	REC. NO. 2294587	0.381	16,594	0.932	-	-
ROW-2	PUEBLO COUNTY	SW1/4, SEC. 13, T13N, R66W	LOT 24, BLOCK 3 TRACT 341 PUEBLO WEST	REC. NO. 2284826	0.295	12,834	-	0.115	-
ROW-3	PUEBLO WEST METRO DISTRICT	SW1/4, SEC. 13, T13N, R66W	PARCEL F TRACT 341 PUEBLO WEST 50' BUFFER TRACT 383 PUEBLO WEST	REC. NO. 994620	0.244	10,611	6.568	-	2.901
ROW-4	CITY OF PUEBLO A MUNICIPAL CORPORATION	SEC. 13, T13N, R66W SEC. 17, 18, 20, 21, T13N, R65W	N/A	N/A	53.084	2,312,322	530.597	-	1289.709
ROW-5	PUEBLO COUNTY	SW1/4, SEC. 21, T13N, R65W	N/A	REC. NO. 2282810	7.657	333,536	20.708	-	41.313
L-PE-1	CITY OF PUEBLO A MUNICIPAL CORPORATION	SW1/4 SEC. 18, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	1.649	71,813	-	-	-
PE-6A	CITY OF PUEBLO A MUNICIPAL CORPORATION	SW1/2 SEC. 17, N1/2 SEC. 20, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	0.816	35,526	-	-	-
PE-9A	CITY OF PUEBLO A MUNICIPAL CORPORATION	NE1/4 SEC. 20, NW1/4 SEC. 21, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	1.541	67,140	-	-	-
PE-9	CITY OF PUEBLO A MUNICIPAL CORPORATION	NW1/4 SEC. 21, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	2.717	118,369	-	-	-
PE-9D	CITY OF PUEBLO A MUNICIPAL CORPORATION	N1/2 SEC. 21, SW1/4 SEC. 21, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	1.610	70,080	-	-	-
PE-11	PUEBLO COUNTY	SE1/4 SEC. 21, T20S, R65W	N/A	PORTION OF REC. NO. 2282810	0.025	1,111	-	-	-

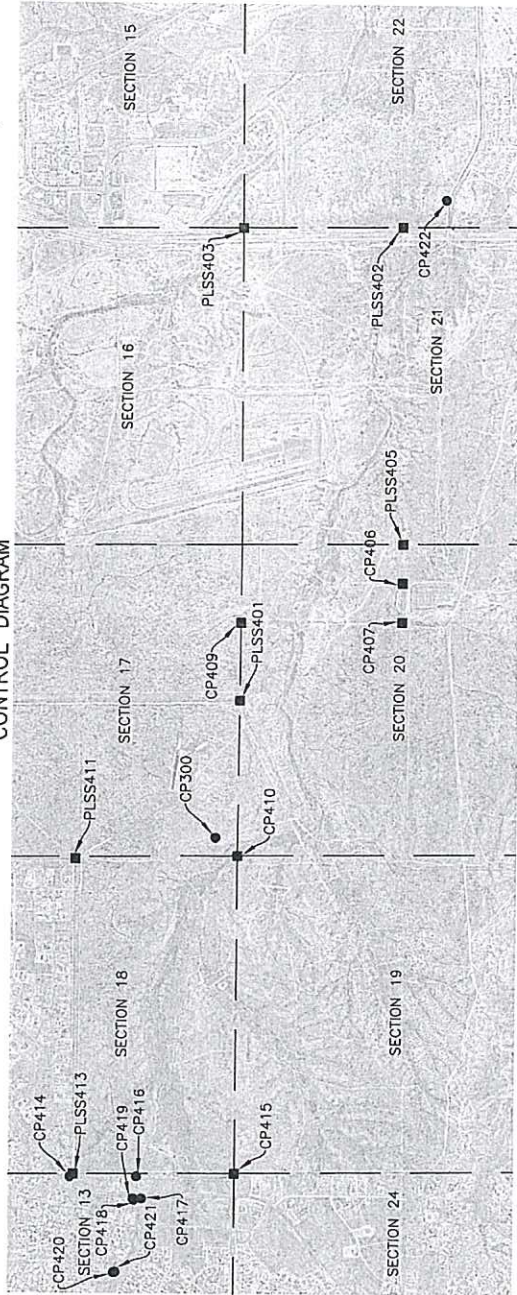
RIGHT-OF-WAY PLAN
KEY MAP & TABULATION
 A PORTION OF S13, T20S, R66W, 6TH P.M. AND S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M., PUEBLO COUNTY, STATE OF COLORADO

Notice: According to Colorado law you must commence upon 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.

Clark
 Land Surveying Inc.
 177 S. Tiffany Dr. • Pueblo West, Co. 81007 • 719.633.8533
 www.clarksls.com

Project No. 211562
 Drawn By: DMC
 Checked By: SLM
 Date: 1/18/2022
 Sheet 4 of 13

CONTROL DIAGRAM



CONTROL MONUMENT COORDINATE TABLE

Point No.	Northing (usft)	Easting (usft)	Elevation (usft)	Description
PLSS401	1596373.64	3232353.39	4962.35'	2" Brass Cap Flush With Grade PLS No. 33200 S 1/4 Section of 17 and 20
PLSS413	1599031.54	3224459.78	5103.35'	3 1/4" Aluminum Cap PLS No. 24684 1/4 Section of Section 13 and 18
PLSS405	1593705.27	3234973.32	4916.32'	3" Brass Cap in Concrete PLS No. 33200 1/4 Section of 20 and 21
PLSS403	1596387.45	3240216.58	4825.21'	3 1/2" Brass Cap Corner Section of 15, 16, 21 and 22
PLSS402	1593760.38	3240241.51	4833.92'	3 1/2" Brass Cap Flush With Grade 1/4 Section of 21 and 22
PLSS411	1599043.77	3229704.77	5027.97'	3 1/4" Brass Cap 1/4 Section of 18 and 17
CP420	1598361.01	3222825.02	5138.11'	Bent No. 5 Rebar 0.2" Below Grade
CP421	1598333.91	3222833.14	5138.49'	No. 3 Rebar Flush With Grade
CP419	1598047.69	3224051.67	5116.22'	No. 3 Rebar Flush With Grade
CP418	1598027.88	3224031.47	5117.15'	No. 3 Rebar 0.5" Below Grade
CP417	1597906.56	3224052.50	5116.30'	No. 3 Rebar Flush With Grade
CP416	1597993.05	3224419.45	5109.11'	No. 3 Rebar Flush With Grade
CP414	1599081.27	3224408.93	5105.25'	No. 3 Rebar Flush With Grade
CP422	1593039.96	3240700.96	4826.50'	No. 4 Rebar
CP406	1593706.38	3234372.55	4933.15'	Ade Flush W/ Grade and Brown Alum Cap, PLS No. 33200
CP409	1596366.02	3233848.68	4941.92'	Track In Lead Plug In 6" X 6" CONC Flush With Grade
CP415	1596383.24	3224483.90	5121.54'	*+ In 6" X 6" Concrete 0.2" Below Grade
CP410	1596388.62	3229766.31	4994.08'	Aluminum Cap "Tico" 7168 In Conc Flush W/ Grade
CP407	1593708.49	3233673.62	4938.17'	Ade Flush W/ Grade, Aluminum Cap
CP300	1596738.77	32330065.24	5034.45'	No. 5 Rebar Flush With Grade

GEODETIC COORDINATE TABLE

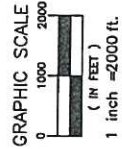
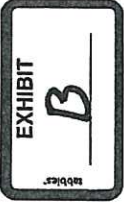
Point No.	GEODETIC COORDINATES (NAD-83)		Ellip Height (M)	Ortho Height (NAVD83)(M)	Grid Scale Factor	(NAD 83) SP ZONE (0503)		Description
	Latitude (N)	Longitude (W)				SP Northing (M)	SP Easting (M)	
PLSS401	38°18'06.16854"	104°41'25.15113"	1493.625	1512.527	1.000256091277	486575.659	985923.284	2" Brass Cap Flush With Grade PLS No. 33200 S 1/4 Section of 17 and 20
PLSS413	38°18'33.10698"	104°43'03.89171"	1536.739	1555.504	1.000256091277	487385.788	982817.307	3 1/4" Aluminum Cap PLS No. 24684 1/4 Section of Section 13 and 18
PLSS405	38°17'39.5657"	104°40'52.5795"	1479.548	1498.497	1.000256091277	485762.337	986021.839	3" Brass Cap in Concrete PLS No. 33200 1/4 Section of 20 and 21
PLSS403	38°18'05.6199"	104°39'46.5119"	1451.702	1470.726	1.000256091277	486579.867	987619.988	3 1/2" Brass Cap Corner Section of 15, 16, 21 and 22
PLSS402	38°17'39.6489"	104°39'46.4945"	1454.35	1473.381	1.000256091277	485779.135	987627.587	3 1/2" Brass Cap Flush With Grade 1/4 Section of 21 and 22
PLSS411	38°18'32.7886"	104°41'58.0891"	1513.675	1532.528	1.000256091277	487389.515	984415.982	3 1/4" Brass Cap 1/4 Section of 18 and 17

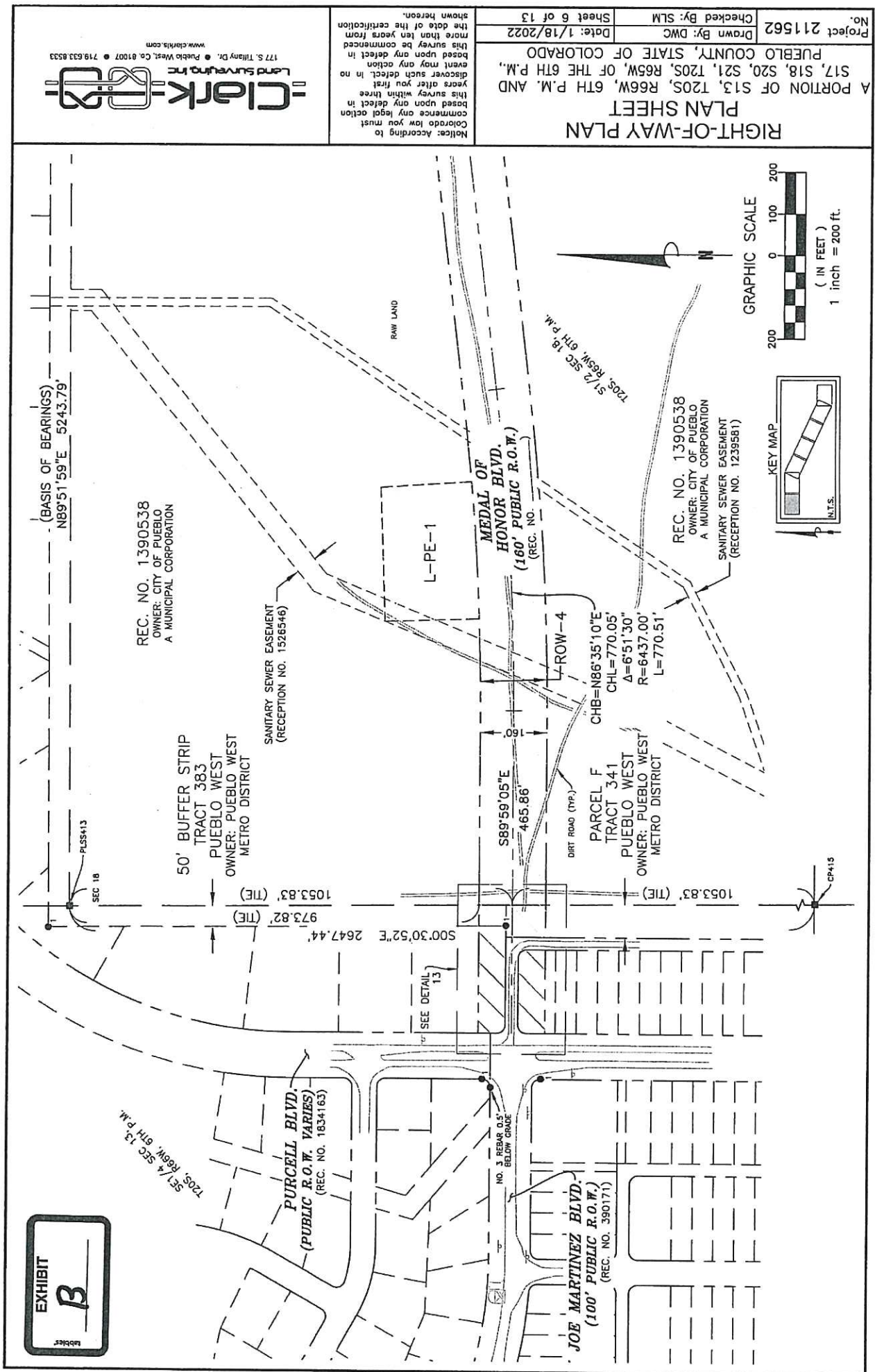
RIGHT-OF-WAY PLAN
CONTROL SHEET
A PORTION OF S13, T20S, R66W, 6TH P.M. AND
S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M.,
PUEBLO COUNTY, STATE OF COLORADO

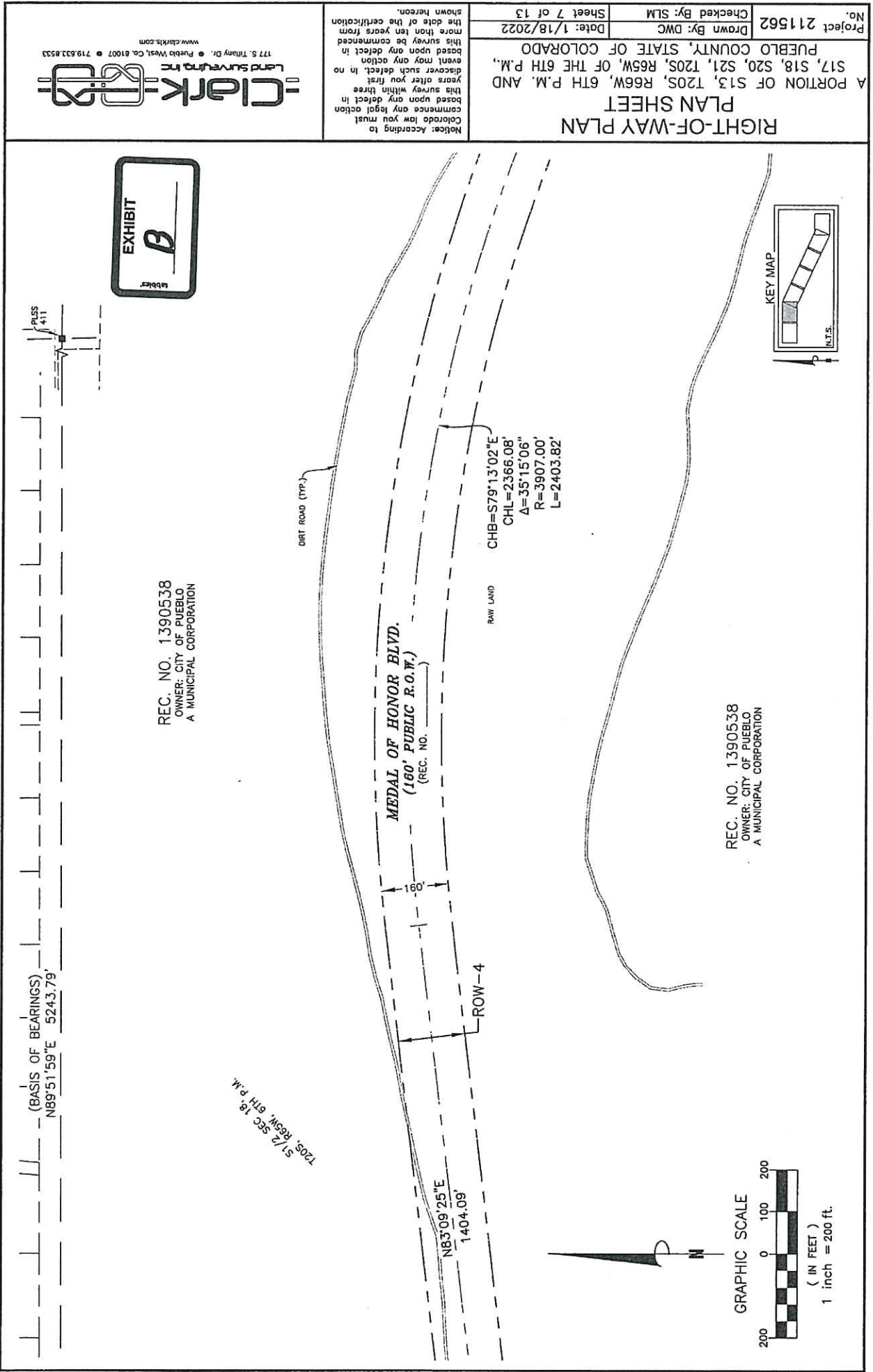
Project 211562
Drawn By: DMC
Checked By: SLM
Date: 1/18/2022
Sheet 5 of 13

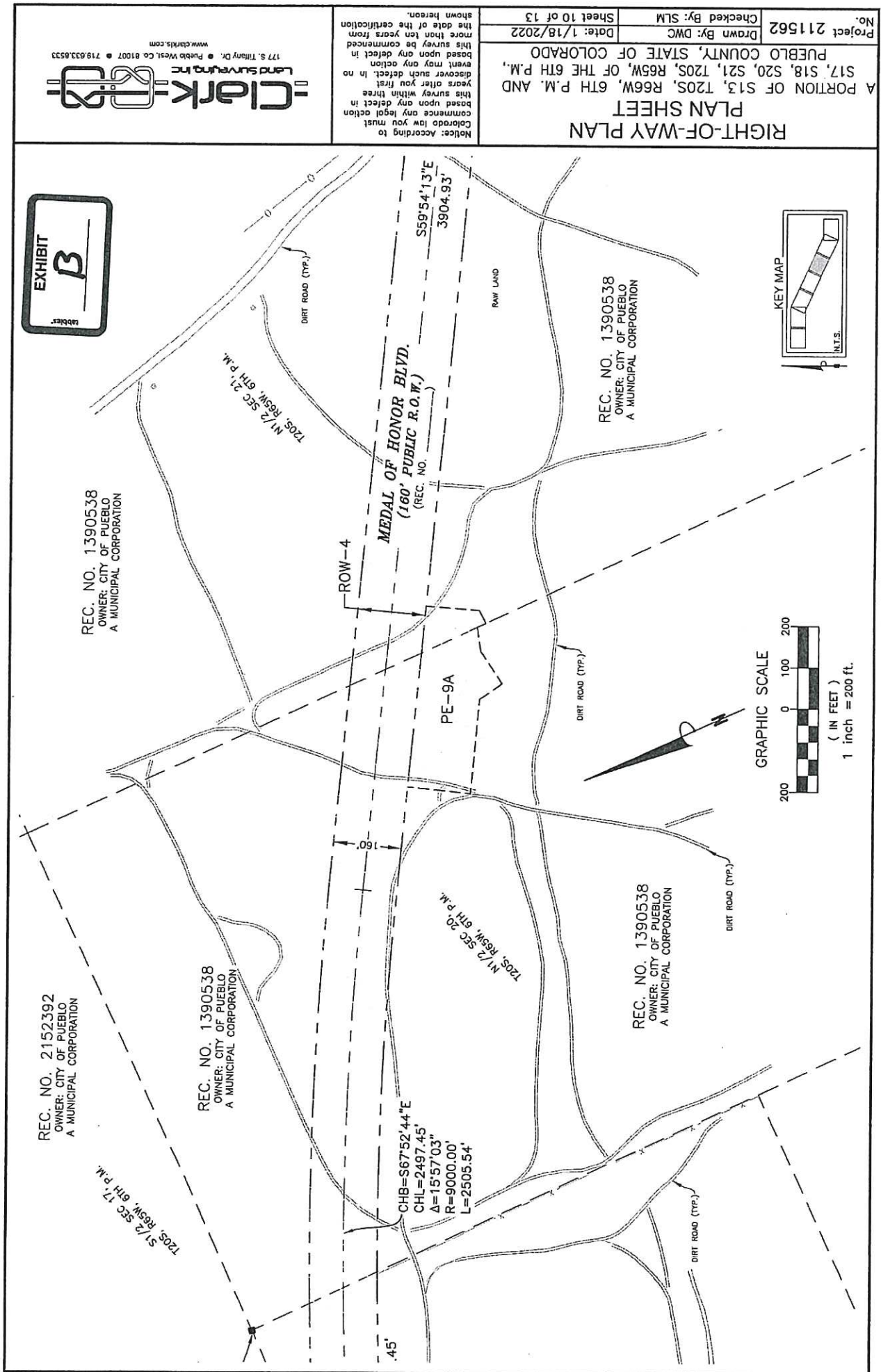
Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action be based upon any defect in this survey be commenced more than ten years from the date of the certification shown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

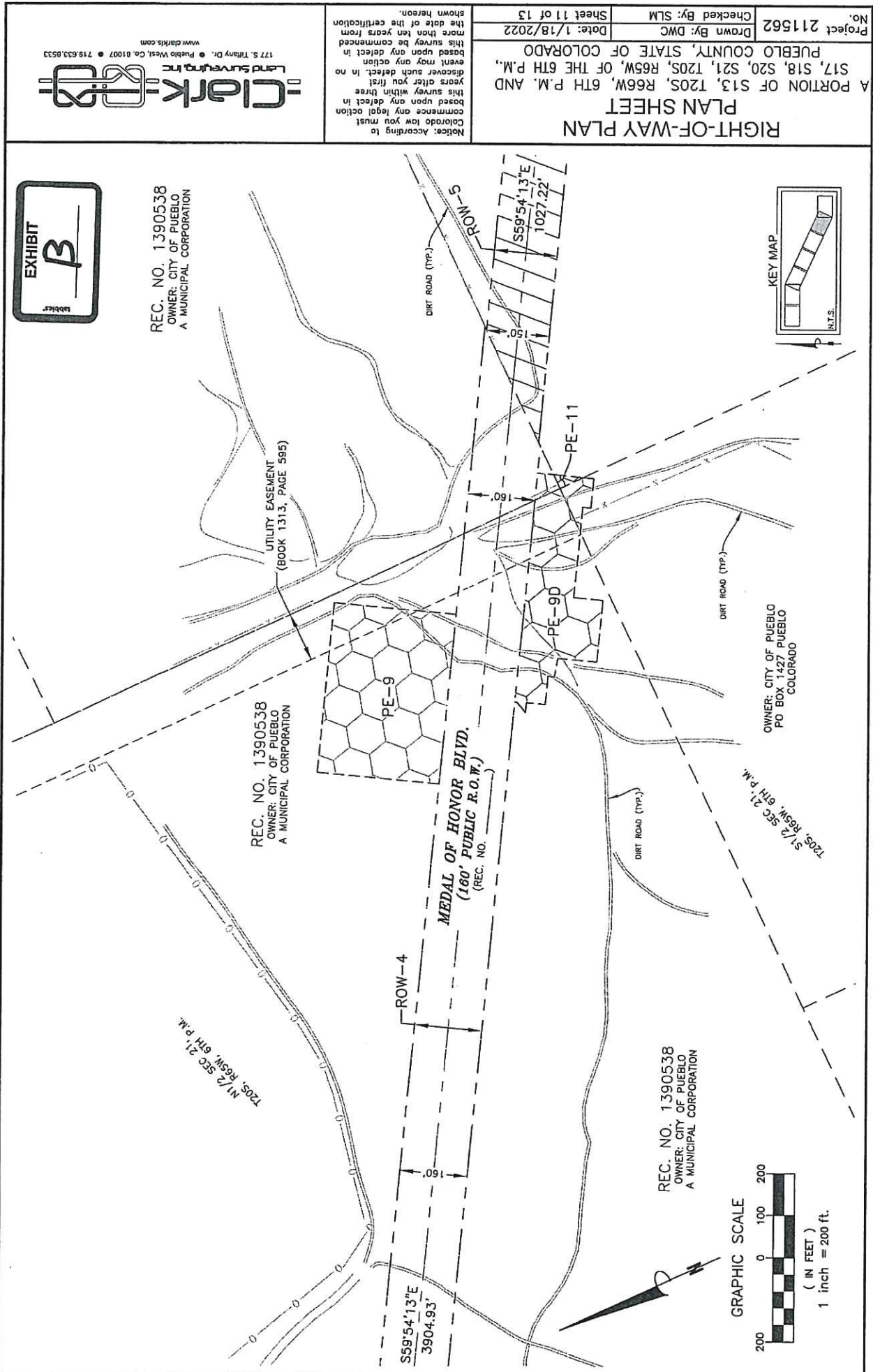
Clark
Land Surveying, Inc.
177 S. Triunty Dr. • Pueblo West, Co. 81007 • 719.633.6533
www.clarksls.com

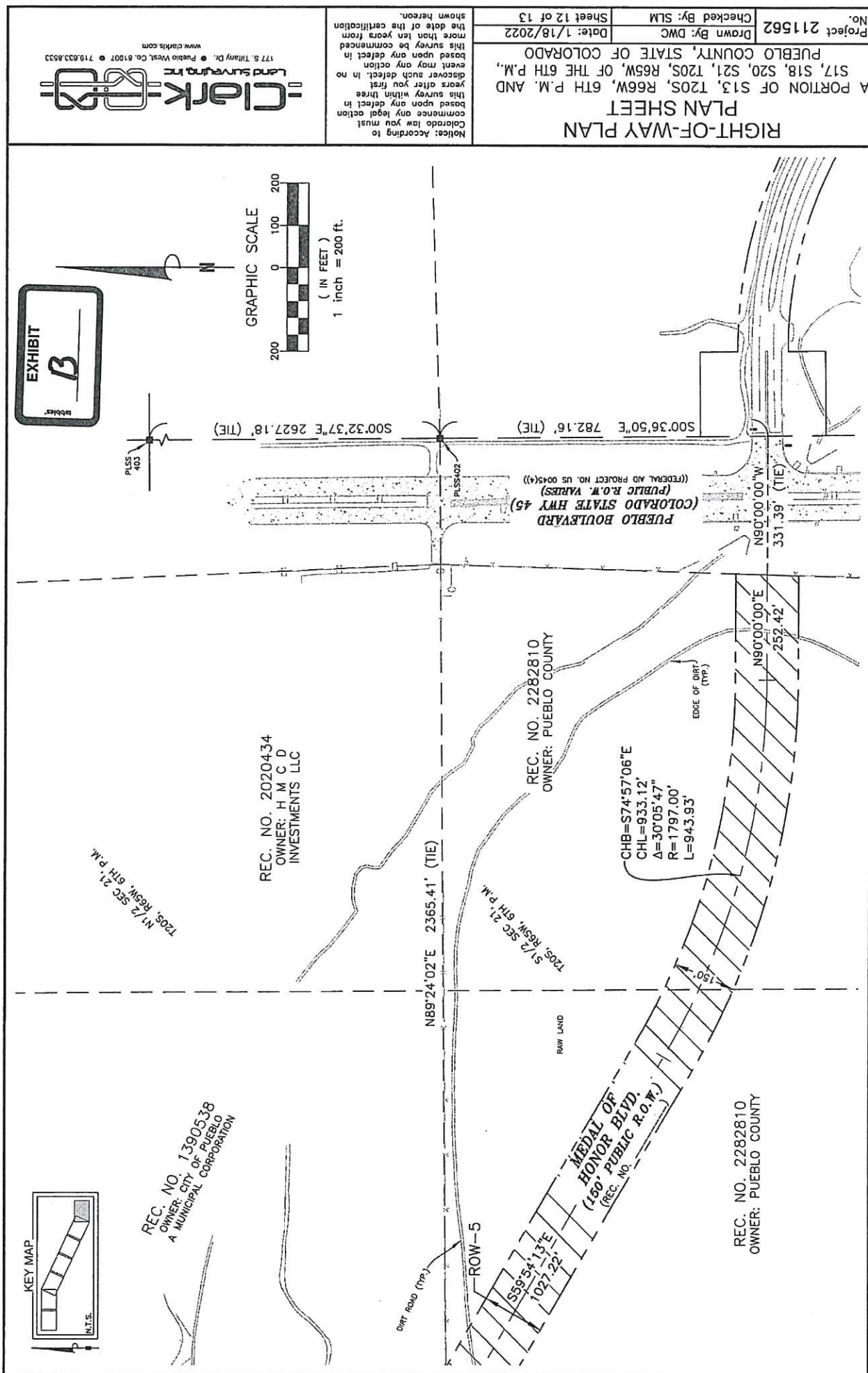












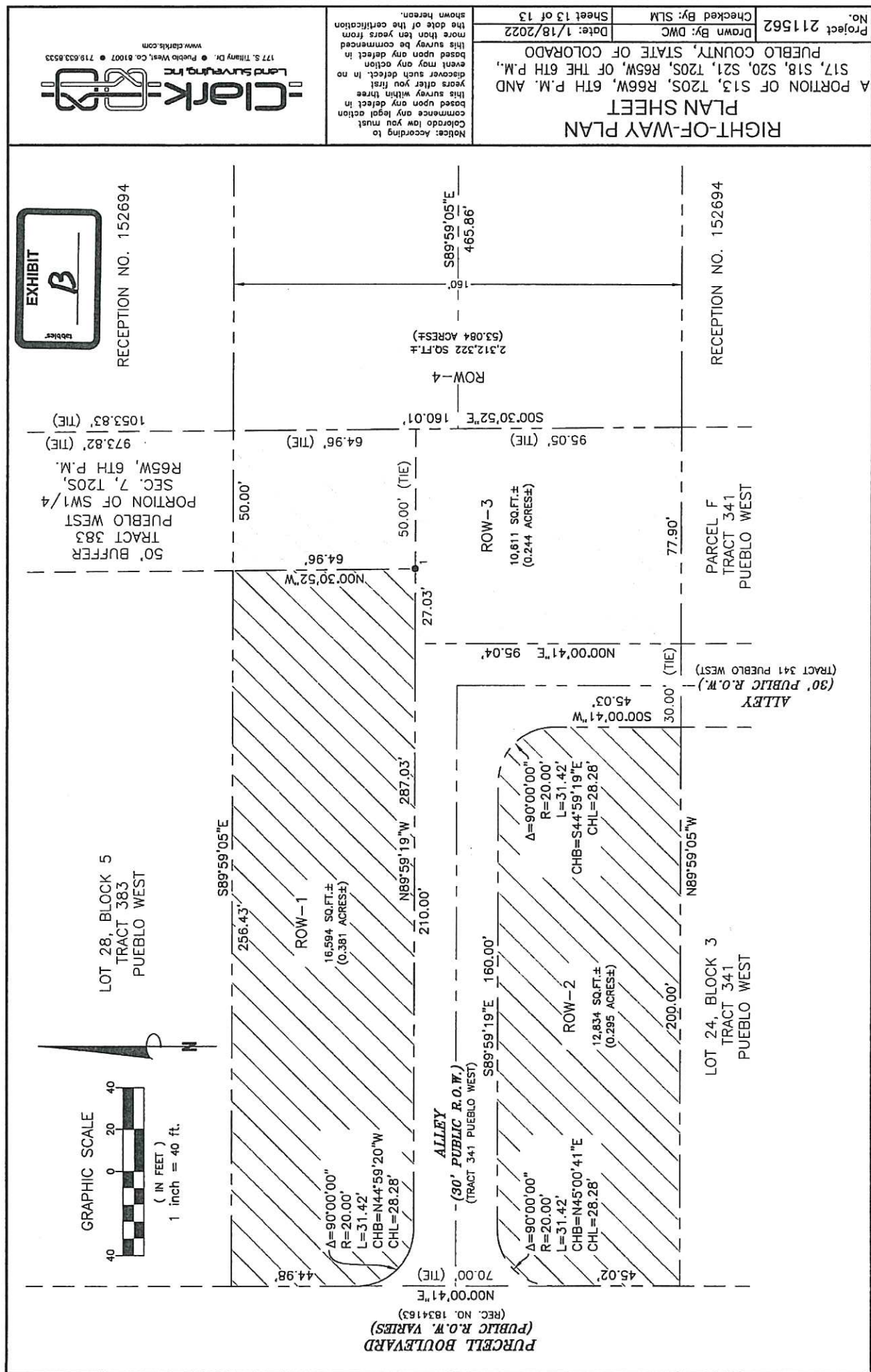


EXHIBIT C - WIRE FENCES AND GATES (CDOT STD. M-607-1)

GENERAL NOTES

1. ALL MATERIAL, DIMENSIONS AND WEIGHTS ON THIS STANDARD ARE NOMINAL, UNLESS OTHERWISE INDICATED.
2. AT EACH LOCATION WHERE AN ELECTRIC TRANSMISSION DISTRIBUTION OR SECONDARY LINE CROSSES A WOOD POST FENCE, THE CONTRACTOR SHALL TURN IN AND INSTALL A GROUND CONFORMING TO ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE. THE GROUND ROD SHALL BE A MINIMUM DIAMETER OF 1/2 IN. AND 6 FT. LONG. THE ROD SHALL BE LOCATED AT LEAST 7 1/2 FT. INTO THE GROUND. THE ROD SHALL BE CONNECTED TO EACH WIRE WITH A MINIMUM AWC NO. 8 STRANDED COPPER WIRE. GROUNDING WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
3. A METAL LINE POST SHALL BE INSTALLED A MAXIMUM OF EVERY 500 FT. ALONG A WOOD POST FENCE. THE METAL POST SHALL BE WITHIN 1 FT. OF THE NEAREST WOOD POST, AND SHALL BE TIED TO EACH STRAND WITH A WIRE CLAMP.
3. DIMENSIONS SHOWN FOR "STANDARD" AND "ALTERNATIVE" APPLY FOR BOTH WOOD AND METAL POST FENCE.
4. FENCE WIRE SHALL BE ENDED, DOUBLE WRAPPED AND TIED OFF AT ENDS POSTS, ANGLE POSTS AND LINE BRACE POSTS. FENCE TO BE CONTINUED SHALL THEN BE RESTARTED IN THE SAME MANNER.
5. FENCE WIRE SHALL BE PLACED ON EITHER ROAD OR FIELD SIDE OF POSTS, DEPENDING ON THE CONDITIONS. I.E. ON CORNERS, THE WIRE SHALL BE PLACED ON THE SIDE OF THE CORNER WITH THE LEAST TENSION OR FENCE TIES THIS WILL ALSO APPLY WHERE WIND DRIFT TENDS TO WEAR OR OTHER CONDITIONS WOULD EXERT UNUSUAL PRESSURE AGAINST THE WIRE. WHERE POSSIBLE, WIRE SHOULD BE PLACED ON THE LIVESTOCK SIDE OF THE POSTS.
6. WHERE STEEL POSTS ARE SPECIFIED, EVERY FIFTH POST SHALL BE WOOD, WHEN SPECIFIED ON THE PLANS.
7. RIGHT OF WAY FENCES SHALL BE CONSTRUCTED APPROXIMATELY 6 IN. INSIDE THE BOUNDARY OF THE RIGHT OF WAY AS SHOWN ON THE PLANS, OR AS STAKED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RE-ESTABLISHING DISTURBED OR DESTROYED SURVEY MONUMENTS TO THE APPROPRIATE ACCURACY IN ACCORDANCE WITH SUBSECTION 623.08 OF THE STANDARD SPECIFICATIONS.

WOOD POSTS:

ALL LINE POSTS SHALL HAVE A MINIMUM DIAMETER OF 4 IN. AND BE A MINIMUM OF 8 FT.-0 IN. LONG.
ALL END, CORNER, INTERSECTION AND BRACE POSTS SHALL HAVE A MINIMUM DIAMETER OF 5 IN. AND BE 7 FT. IN LENGTH.
WOOD POSTS HAVING NONUNIFORM CROSS SECTION SHALL BE SET WITH THE LARGER DIAMETER END IN THE GROUND.
FENCE WIRE SHALL BE STAPLED TO WOOD POSTS OR TIED TO METAL POSTS AS SHOWN MARKED * ON BARBED WIRE OR COMBINATION WIRE FENCE DETAILS. STAPLES SHALL BE NO. 9 WIRE MINIMUM, AND AT LEAST 1 1/2 IN. LONG.

METAL POSTS:

ALL POSTS AND BRACES SHALL BE THE TYPES AND WEIGHTS SHOWN OR ACCEPTABLE EQUIVALENTS AND SHALL BE IN ACCORDANCE WITH ASTM M 281. HOLES SHALL BE PROVIDED IN END, CORNER, AND GATE POSTS AS DETAILD.

CORNER AND LINE BRACE POSTS:

TYPE: 2 1/2 IN. x 2 1/2 IN. x 1/4 IN. STRUCTURAL STEEL ANGLES
WEIGHT: 4.10 LBS./LIN. FT.
LENGTH: 6 FT.-6 IN. MIN.
NUMBER OF BRACES: TWO

LINE POSTS:

TYPE: "STUCCOED" 1 1/2" OR "P" WEIGHT: 1.33 LBS./LIN. FT. (WITHOUT ANCHOR)
LENGTH: 6 FT.-0 IN. MINIMUM
ANCHOR: SECURELY FASTENED, WITH BEARING SURFACE SUFFICIENT TO RESIST MOVEMENT OF POST. WEIGHT: 0.67 LB.

METAL END POSTS AND GATE POSTS:

TYPE: 2 1/2 IN. x 2 1/2 IN. x 1/4 IN. STRUCTURAL STEEL ANGLES
WEIGHT: 4.10 LBS./LIN. FT.
NUMBER OF BRACES: ONE
LENGTH: END, 6 FT.-6 IN. MINIMUM. PANEL GATE, 7 FT.-0 IN. MINIMUM.

BRACES FOR CORNER, END OR LINE BRACE POSTS:

TYPE: 2 IN. x 2 IN. x 1/4 IN. STRUCTURAL STEEL ANGLES
WEIGHT: 3.19 LBS./LIN. FT.
LENGTH: SAME AS CORNER AND END POSTS USED.

FOOTINGS OR BASES:

CONCRETE SHALL BE CLASS B.
CONCRETE WITH LIGHTWEIGHT AGGREGATES CONFORMING TO ASTM M 195 (ASTM C 330) WILL BE PERMITTED.

ALTERNATIVES (CONTRACTORS OPTION)

END, CORNER AND LINE BRACE POSTS

TYPE	I.D.	O.D.	WEIGHT	WALL THICKNESS
1. STD. GALV. PIPE	2 1/2	2 1/2	5.79 ± 5%	0.203
2. H.S. COLD ROLLED PIPE	2 1/2	2 1/2 ± 0.016	4.64 ± 5%	0.160 ± 5%

BRACES:

TYPE: 1 1/2 IN. O.D. TUBULAR STEEL WITH 2 1/2 IN. BRACE BAND, HINGE BOLT AND 1 1/2 IN. I.D. RAIL END, ALL GALVANIZED.
WEIGHT: 10 LBS./LIN. FT. ± 5%
LENGTH: 6 FT.-6 IN. MINIMUM.

BARBED WIRE:

ZINC-COATED STEEL BARBED WIRE SHALL CONFORM TO ASTM M 280 (ASTM A 121), 12-1/2 GAGE WITH CLASS 1 COATING, OR ALUMINUM-COATED STEEL BARBED WIRE CONFORMING TO ASTM A 585 TYPE 1.

WOVEN WIRE MESH:

WOVEN WIRE USED IN COMBINATION WIRE FENCE SHALL BE GALVANIZED AND CONFORM TO ASTM M 279 (ASTM A 118) COATING CLASS 1, AND THE FOLLOWING:

STANDARD	WOVEN WIRE FIELD FENCE, STYLE OR DESIGN NO.	ALTERNATIVE 4 IN. X 4 IN. WIRE "V" MESH
832-6-11*	32 IN. WIDTH 0.65 LBS./LIN. FT.	34 IN. WIDTH - 0.75 LBS./LIN. FT.
726-6-11*	26 IN. WIDTH 0.55 LBS./LIN. FT.	26 IN. WIDTH - 0.54 LBS./LIN. FT.
	CROSS WIRES-1 STRAND-14-1/2 GAGE MIN. HORIZONTAL-2 STRAND-12-1/2 GAGE	

* 12-1/2 GAGE WOVEN WIRE FENCE FABRIC (832-6-12-1/2 OR 726-6-12-1/2) MAY BE USED WHEN SPECIFIED IN THE CONTRACT.

ALL FENCE WIRE TIES, CLIPS, CLAMPS, STAPLES AND OTHER WIRE APPURTENANCES SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM M 232.

DRIVEWAY GATES (SINGLE):

HEIGHT: 42 IN.
WEIGHT: NOT LESS THAN 90 LBS. COMPLETE WITH LATCH AND HINGES.
WIDTH OF GATE OPENING: 16 FT.-0 IN. MINIMUM TO 20 FT.-0 IN. MAXIMUM.
GATE FRAME: 1 IN. I.D. STANDARD GALVANIZED PIPE OR ACCEPTABLE EQUIVALENT AND SHALL BE OF ALL WELDED CONSTRUCTION.
WOVEN WIRE SHALL ENCLOSE THE GATE FRAME AS SHOWN AND SHALL BE THE SAME WOVEN WIRE DESIGN AS THE FENCE, OR AS APPROVED BY THE ENGINEER.

ALTERNATIVE DRIVEWAY GATES (SINGLE PANEL):

HEIGHT: GALVANIZED STEEL, 75 LBS.
WEIGHT: APPROXIMATELY 42 IN. (5 PANELS)
WIDTH OF GATE OPENING: 16 FT.-0 IN. MINIMUM TO 20 FT.-0 IN. MAXIMUM.
GATES SHALL BE OF RIVETED CONSTRUCTION AS FOLLOWS:
MINIMUM FOUR NO. 10 RIVETS AT EACH RIGHT ANGLE CONNECTION AND WHERE DIAGONAL BRACES CONNECT TO HORIZONTAL PANELS.
MINIMUM THREE NO. 10 RIVETS WHERE DIAGONAL BRACES CONNECT TO TOP AND BOTTOM PANELS.

WALK GATES:

HEIGHT: APPROXIMATELY 42 IN. (5 PANELS)
WEIGHT: GALVANIZED STEEL, 16 LBS.; TENSORED ALUMINUM, 10 LBS.
WIDTH OF GATE OPENING: 3 FT.-0 IN. MINIMUM.

ALTERNATIVE WALK GATES:

HEIGHT: 42 IN.
WEIGHT: NOT LESS THAN 18 LBS. COMPLETE WITH LATCH AND HINGES.
WIDTH OF GATE OPENING: 3 FT.-0 IN. MINIMUM.
GATE FRAME: 1/2 IN. I.D. STANDARD GALVANIZED PIPE OR ACCEPTABLE EQUIVALENT AND SHALL BE OF ALL-WELDED CONSTRUCTION.
WOVEN WIRE SHALL BE OF THE SAME CONSTRUCTION DESIGNATED FOR DRIVEWAY GATE.
ALTERNATIVE EQUIVALENT STANDARD METAL GATES OTHER THAN SHOWN WILL BE ACCEPTABLE SUBJECT TO THE ENGINEER'S APPROVAL.
IN LIEU OF GALVANIZED FINISH ON GATE FRAMES, COLD-PAINTED PIPE OR ALUMINUM PAINTING WILL BE ACCEPTED.

LATCHES AND HINGES:

GALVANIZED STEEL OR ALUMINUM OF STANDARD MANUFACTURE.
HINGES SHALL BE PLACED AS SHOWN TO PREVENT THEFT.
IN LIEU OF STANDARD MAKE LATCHES, THE CONTRACTOR MAY USE AN ELECTRO-GALVANIZED CHAIN, ETERNAL AND SNAPHOOK TYPE LATCH.
ETERNAL CHAIN AND SNAPHOOK ASSEMBLY SHALL BE SECURED TO LATCH SIDE OF GATE. GATE CLOSURE MAY BE ACCOMPLISHED BY WRAPPING CHAIN AROUND END POST AND SWAPPING HOOK INTO CHAIN.

WOOD STAKES:

WOOD STAKES SHALL BE UNREATED NATIVE TIMBER. STAKE DIMENSIONS SHALL BE 2 IN. x 2 IN. MINIMUM MINIMUM (1 1/2 IN. x 1 1/2 IN.).
WOOD STAKES MAY BE STAPLED, OR DRILLED AND TIED WITH WIRE.
METAL STAKES MAY BE TIED TO THE BOTTOM WIRE.

Computer File Information

Creation Date: 07/31/19	Designer Initials: JBK	Last Modification Date: 07/31/19	Detailer Initials: LTA	CDOT Ver.: MicroStation V8	Scale: Not to Scale	Units: English
-------------------------	------------------------	----------------------------------	------------------------	----------------------------	---------------------	----------------

Sheet Revisions

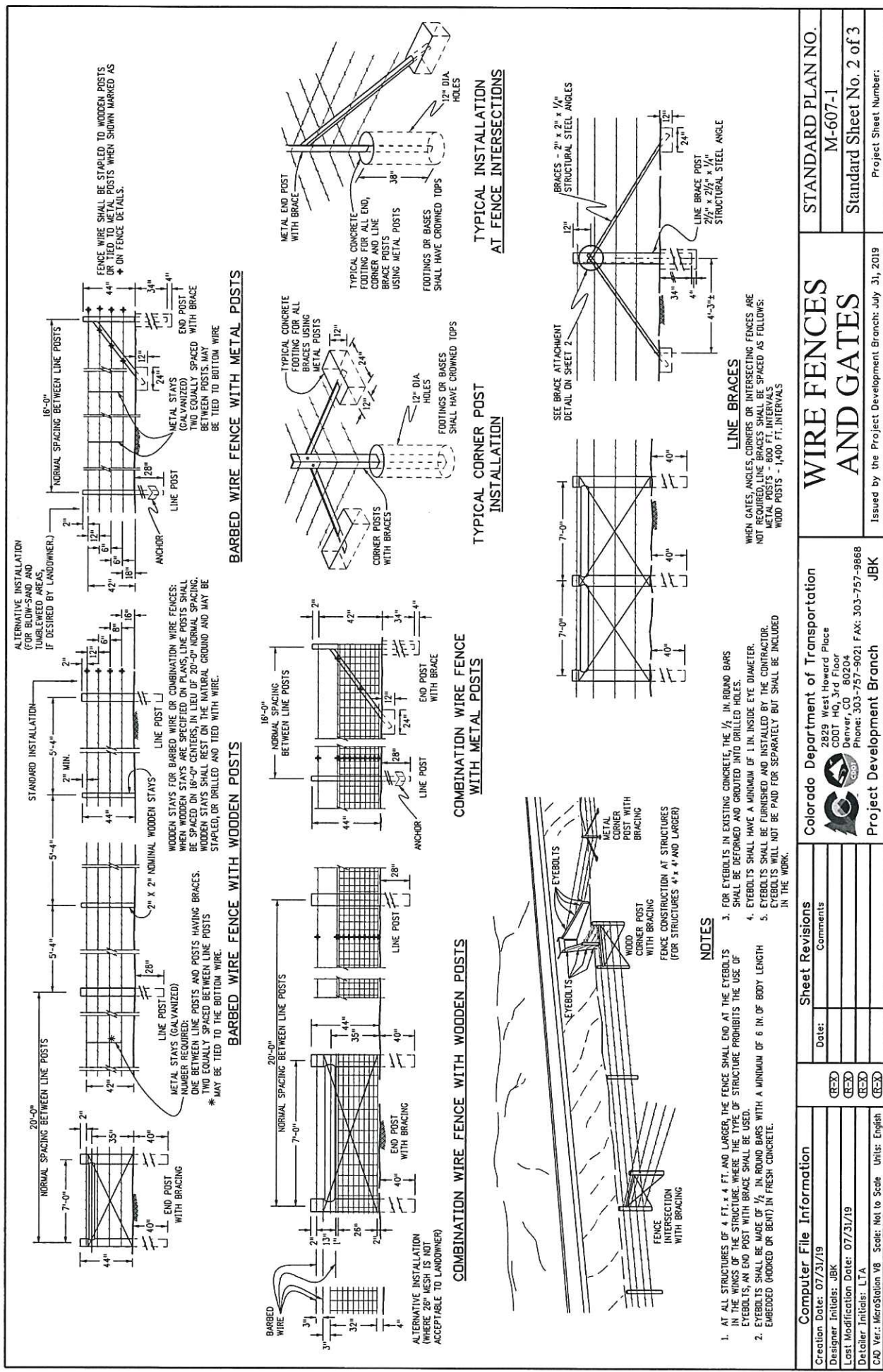
Date:	Comments
(R-2)	
(R-3)	
(R-2)	
(R-3)	

Colorado Department of Transportation
2829 West Howard Place
CDOT HQ, 3rd Floor
Denver, CO 80204
Phone: 303-757-9021 FAX: 303-757-9868
Project Development Branch JBK

WIRE FENCES AND GATES

Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.
M-607-1
Standard Sheet No. 1 of 3
Project Sheet Number:



Computer File Information		Sheet Revisions		Colorado Department of Transportation		WIRE FENCES AND GATES		STANDARD PLAN NO.	
Creation Date: 07/31/19		Date:		2829 West Howard Place		M-607-1			
Designer Initials: JBK	(R2X)	Comments		COOT HQ, 3rd Floor		Standard Sheet No. 2 of 3			
Last Modification Date: 07/31/19	(R2X)			Denver, CO 80204					
Detailer Initials: LTA	(R2X)			Phone: 303-757-9021 FAX: 303-757-9868					
CAD Ver.: MicroStation V8	Scale: Not to Scale	Units: English	(R2X)	Project Development Branch	JBK				
				Issued by the Project Development Branch: July 31, 2019		Project Sheet Number:			



1390342 07/02/2001 01:33P EASE Chris C. Munoz
1 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

**DEED OF CONSERVATION EASEMENT
HONOR FARM OPEN SPACE & PARK PARCELS
CITY OF PUEBLO**

THIS DEED OF CONSERVATION EASEMENT is granted on this 29th day of June, 2001 by the CITY OF PUEBLO, a municipal corporation, existing under the laws of the State of Colorado, having an address at 1 City Hall Place, Pueblo, CO 81003 ("Grantor") to the STATE OF COLORADO, acting by and through the Department of Natural Resources, for the use and benefit of the Colorado Division of Parks and Outdoor Recreation, having a mailing address of 1313 Sherman Street, Room 618, Denver, CO 80203 ("Grantee"), for the purpose of forever conserving the open space, park and recreation character of the subject property.

RECITALS:

A. Grantor is the sole owner in fee simple of certain real property in Pueblo County, Colorado consisting of 2,353 acres of land described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. The Property presently contains substantially undeveloped natural areas and as such possesses natural, wildlife habitat, scenic, open space, and park values ("Conservation Values") that are important to the Grantor, the people of the City of Pueblo, and the State of Colorado, and are worthy of preservation. The City of Pueblo leased the property from June 26, 1974 until the Property was acquired from the State of Colorado. In addition the State of Colorado has previously granted easements for roads, overhead utility lines and a power transmission station on the property that have visually impacted the general conservation values of the site.

C. The Property is centrally located between the City of Pueblo and the Pueblo West Metropolitan District and will provide an open space buffer and future park site that will meet recreation needs of the City of Pueblo. This Property, in combination with the 1,900 acres to the south owned by the State of Colorado creates a 4,253 acre open space buffer between the City of Pueblo and the Pueblo West Metropolitan District. The Property contains a relatively undisturbed short grass prairie habitat, arroyos, public recreation, and a generally undisturbed buffer to Lake Pueblo State Park.

D. The specific Conservation, Open Space, Park and Recreation Values and other characteristics of the Property are documented in an inventory of relevant features of the Property, dated June 29, 2001, entitled "Conservation Easement Baseline Inventory: Honor Farm Open Space & Park Parcels" and incorporated by this reference ("Baseline Documentation Report"), which consists of reports, maps, photographs, and other documentation. Both Grantor and Grantee acknowledge the Baseline Documentation Report to be complete and accurate as of the date of this Deed. A copy of the Baseline Documentation Report is on file with both the Grantor and Grantee. The Baseline Documentation is intended to serve as an objective information baseline for monitoring compliance with the terms of this easement.

E. Grantor intends that the Conservation, Open Space, Park and Recreation Values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to park and open space areas, and both indoor and outdoor public recreation facilities.

7573617

F. Grantee is qualified to hold conservation easements pursuant to Section 38-30.5-104(2), C.R.S., and as certified by a motion of its Board, at its May 25, 2001, meeting, accepts the responsibility of enforcing the terms of this Easement and upholding its conservation purposes forever.

G. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation, Open Space, Park and Recreation Values of the Property for the benefit of this generation and generations to come.

NOW, THEREFORE, in consideration of the above and of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. §§ 38-30.5-101, et. seq., Grantor hereby voluntarily grants, bargains, sells, and QUITCLAIMS to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose.

It is the purpose of this Easement to assure that the Property will be maintained forever in an open space and/or park condition and to prevent any use of the Property that will significantly impair or interfere with the Open Space, Park and Recreation Values of the Property. Grantor intends this Easement will confine the use of the Property to such activities, including without limitation, those involving open space, parks, public recreation and indoor and outdoor public recreation facilities and buildings, continuance of the historical operations of the Pueblo Motorsports, Inc. area, the extension of roadways between Pueblo West and the City of Pueblo, and the extension of roadways that provide access to recreation facilities and associated parking areas subject to the uses of the Property permitted hereunder.

2. Rights Conveyed.

To accomplish the purpose of this Easement the following rights are conveyed to Grantee:

- a) To preserve and protect the Conservation, Open Space, Park and Recreation Values of the Property;
- b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
- c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

Consistent Uses.

The following uses and practices by Grantor, though not an exhaustive recital, are consistent with the Easement, so long as (i) notice is given pursuant to Paragraphs 6 and 21 below, if appropriate,



1390542 07/02/2001 01:33P EASE Chris C. Munoz
3 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

and (ii) all such uses and practices are carried out in a manner consistent with the Management Plan, as periodically amended, as defined below:

- a) Recreation Uses. Members of the general public may utilize the Property for any and all types of indoor and outdoor recreational uses deemed appropriate by Grantor, including but not limited to, hiking, bicycling on existing trails and roads, nature studies, picnicking, model airplane activities and motorized uses on designated courses, roadways and trails. To facilitate these uses, Grantor may use, build, develop, construct, maintain, replace, and repair the following:
 1. Golf Courses.
 2. Landscaped Turfgrass Areas.
 3. Lakes & Ponds.
 4. Regional Sports Complexes.
 5. Campgrounds.
 6. Picnic Areas.
 7. Swimming Facilities/Water Parks.
 8. Recreation Center Facilities.
 9. Outdoor Amphitheaters.
 10. Outdoor Courts.
 11. Wheel Parks. Non-motorized uses including, but not limited to, skateboards, inline skates, and bicycles.
 12. Residential Caretaker Housing.
 13. Parking Areas.
 14. The Pueblo Motorsports Park. Grantor may continue the historical uses, events, and activities of the Pueblo Motorsports Park, Inc. which is currently located on the Property. The Pueblo Motorsports Park, Inc. facilities presently encompass approximately 800 acres of the Property and are used for the purpose of recreational motorsports activities.
- b) Recreation Access Roads. Grantor may construct such roads as may be necessary or desirable to gain access to public recreation facilities. The exact location of said roadways shall be selected by Grantor, at which time Grantor must provide Grantee with an exact legal description of such roadways. The general locations of future public roads are depicted in the Management Plan.
- c) Main Arterial Roads. To construct a maximum of two roads as may be necessary or desirable to gain access from Pueblo West Metropolitan District to Pueblo Boulevard under the terms and

conditions contained herein. The exact location of said roadways shall be selected by Grantor, at which time Grantor must provide Grantee with an exact legal description of such roadways. The general locations of the future roads connecting the Pueblo West area to Pueblo Boulevard are depicted in the Management Plan.

- d) Trails. Members of the general public may utilize trails on the Property for recreation uses deemed appropriate by Grantor.
- e) Signage. Signs may be erected by Grantor on the Property to identify the Property to the general public and notify the public of rules, regulations, and where specific uses are allowed on the Property.
- f) Fencing. Existing fences may be repaired, replaced or removed, and new fences may be built on the Property for public safety, property boundary marking, recreation facility improvements, and natural resource protection purposes.
- g) Underground Utilities. To construct and maintain underground utilities within and across the Property deemed appropriate by Grantor including but not limited to water, sanitary sewer, storm water, electrical, cable television and communication lines. The area disturbed by the installation of the utility shall be restored and revegetated to a condition that is reasonably comparable to the previous condition of the Property.
- h) Public Use. Public use and access to the Property shall be limited and subject to rules and regulations adopted by Grantor.
- i) Existing Easements. Any use or activity permitted or authorized pursuant to easements and rights-of-way existing or granted prior to the date of this Easement are and will continue to be permitted uses and activities.

3. Prohibited Uses.

Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses area expressly prohibited:

- a) Construction of Buildings and Other Structures. The construction of any building or other structure is prohibited, except for those structures described in paragraph 3 above.
- b) Removal of Vegetation. It is the intent of this Easement that the vegetation within the open space/natural areas on the Property remains in a substantially natural condition. However, trees and shrubs may be cut to control insects and disease, to control invasive non-native species, to promote habitat and tree and shrub growth, and to prevent personal injury and property damage. In addition, vegetation may be removed within areas developed for public recreation facilities and roads as described in paragraph 3 above.
- c) Noxious Weeds. The infestation of noxious weeds on the Property is prohibited. For the purposes of this Easement noxious weeds are defined as those weeds designated pursuant to

- d) Storage of Trash or Other Materials. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, in addition to the trash and refuse identified in the Baseline Inventory Report, is prohibited, not including those trash bins associated with areas developed for public recreation facilities as described in paragraph 3 above.
- e) Mining. The mining or extracting of soil, sand, gravel, rock, oil, natural gas, coal, fuel or any other mineral substance is prohibited.
- f) Roads, Paving. Except for those roads allowed pursuant to Paragraph 3 above, no new roads shall be constructed on the Property.
- g) Commercial Uses. Commercial uses shall not be allowed on the Property, except those uses that are provided as a service to the public recreation facilities, events, and activities described in paragraph 3 above. Commercial uses such as concession stands, pro shops, and gift shops associated with developed recreation facilities described in paragraph 3 above are allowed. Commercial uses such as hotels and lodging facilities, convenience stores, retail and grocery stores, hospitals and care centers shall not be allowed on the Property.
- h) Residential Development. Residential housing units, townhomes, apartments, or other private or public housing developments, except for caretaker and dormitory facilities described in paragraph 3 above, are prohibited.
- i) Above Ground Utility Easements. Above ground public or private utilities including but not limited to electrical transmission lines, antennas, radio and television telecommunication towers shall not be allowed on the Property, except existing and future improvements allowed within pre-existing utility easements, and utility boxes and equipment cabinets, no greater than four feet in height and 36 square feet of gross floor area, deemed appropriate by Grantor that serve or benefit park and recreation facilities.
- j) Public Motorized Use. Motorized use by the public on the Property, except on designated roads and trails, is prohibited. This clause does not limit the right of Grantor and the Grantee to use motorized vehicles on the Property for management and emergency purposes.
- k) Other Motorized Use. Within the limits of the Grantor's authority, Grantor shall not authorize motorized access by adjacent private property owners across the Property to access their properties.

5. Land Management Plan.

The property shall be operated and managed in accordance with a land management plan prepared by Grantor (the "Management Plan"), which shall conform to the provisions of this Easement. The parties hereto acknowledge that by mutual agreement a Management Plan titled "Honor Farm Open Space and Park Parcels Management Plan", will be completed and approved by the City of Pueblo City Council on or before October 1, 2001. The Management Plan shall be updated no less frequently than every five years. Grantor shall notify Grantee prior to undertaking any amendments, revisions, or updates to the Management Plan. Grantor shall provide Grantee with copies of any proposed changes to

the Management Plan. Grantor shall also provide Grantee a final draft version of any proposed changes to the Management Plan prior to formal adoption by Grantor. The purpose of such notifications is to afford Grantee the opportunity to ensure the proposed changes to the Management Plan conform with the provisions of this Easement. Grantee shall provide written comments to Grantor within thirty (30) days after it has reviewed the proposed changes to the Management Plan. These comments should reflect Grantee's opinion as to the conformity of the proposed changes to the provisions of this Easement. Grantee's failure to provide written comments to Grantor within thirty (30) days after receipt of any proposed change to the Management Plan shall constitute Grantee's acceptance and consent thereto.

6. Notice of Intention to Undertake Certain Permitted Actions.

Grantor shall notify Grantee prior to undertaking construction on the Property of any roads, buildings, or other facilities. The purpose of requiring Grantor to notify Grantee prior to undertaking construction activities is to afford Grantee an opportunity to review so that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement. Grantee's failure to provide written comments to Grantor within thirty (30) days after receipt of any proposed construction on the Property shall constitute Grantee's acceptance and consent thereto.

7. Responsibilities of Grantor and Grantee Not Affected.

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, Grantor shall continue to be solely responsible for the upkeep and maintenance of Property, to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

8. Enforcement.

Grantee shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Easement. With reasonable advance notice to Grantor, Grantee may enter the Property for the purpose of inspecting for violations. If Grantee finds what it believes is a violation, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) restore the Property to its condition prior to the violation or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. When, in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee may, at its discretion, take appropriate legal action. Grantor shall discontinue any activity which could increase or expand the alleged violation during the informal discussion process. Should informal discussions fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation which could irreversibly diminish or impair the Conservation Values of the Property is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to any such violation.

9. Grantee's Discretion

Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

10. Waiver of Certain Defenses.

Grantor hereby waives any defense of laches, estoppel, or prescription provided any action to enforce a violation of this Easement must be brought within six (6) years from the date of such violation.

11. Acts Beyond Grantor's Control.

Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Conservation Values of the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, vandalism, acts of God or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or the public resulting from such causes.

12. Costs and Liabilities.

As to Grantee, Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage, and the cost of controlling noxious weeds. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

13. Taxes.

Grantor shall pay before delinquency any and all real property taxes, assessments, fees, and charges of whatever description lawfully levied on or assessed against the Property by competent authority (collectively "taxes"), including any such taxes imposed upon or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

14. Hold Harmless.

To the extent authorized by law, Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; and (2) the presence or release of hazardous or toxic substances on, under or about the Property occurring on or after the date



1390542 07/02/2001 01:33P EASE Chris C. Munoz
8 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

of this Easement. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance which is regulated under any federal, state or local law.

15. Reconfiguration of Easement.

Portions of the Property may be deleted from this Easement at the request of the Grantor provided that property equal or greater in monetary value than said deleted property subject to this Easement is simultaneously brought into and burdened by this Easement as replacement for the deleted property. Such replacement property must be located within the NW¼ SECTION 15-T20S-R65W west of Pueblo Boulevard; SE¼ SECTION 17- T20S-R65W; SECTION 20-T20S-R65W; W½/NW¼ SECTION 21-T20S-R65W. The areas of Grantor's property that may be deleted from the Easement subject to the above provisions, along with the private lands that must be incorporated into the Easement as replacement, are depicted in Exhibit B, Reconfiguration Map. Any reconfiguration of the Easement shall require the filing of an amended Deed of Conservation Easement in the Office of the Clerk and Recorder of Pueblo County. Such amendment shall be done in conformance with the requirements of paragraph 23 J. below.

16. Change in Circumstances.

The fact that any use of the Property that is expressly prohibited by this Easement, or any other use as determined to be inconsistent with the purpose of this Easement, may become greatly more economically valuable than permitted uses, or that neighboring properties may in the future be put entirely to uses that are not permitted hereunder, has been considered by Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the benefit to the public of the continuation of this Easement, and it is the intent of both Grantor and Grantee that any such changes should not be assumed to be circumstances justifying the extinguishment or termination of this Easement.

17. Division of Proceeds Between the Grantor and Grantee.

The rights of Grantee created by this Easement constitute a real property interest vested in Grantee. In the event of condemnation of the Property or extinguishment of the Easement, the values of Grantee's and Grantor's interests in the Property shall be computed as follows:

- a) If all or any portion of the Property is being sought by an entity that has the power of condemnation, the fair market value of the Property unencumbered by this Easement minus any increase in value after the date of this Easement attributable to improvements shall be determined by the court in the condemnation proceeding, or by the agreement of Grantor, Grantee, and the condemning entity.
- b) If all or any portion of the Easement is being extinguished, the fair market value of the Property unencumbered by this Easement minus any increase in value after the date of this Easement attributable to improvements shall be determined by the agreement of Grantor and Grantee, but if the parties cannot agree, by an appraisal completed by a mutually acceptable licensed appraiser.
- c) Once the fair market value of the Property as if unencumbered by this Easement has been established pursuant to the above, the value of Grantor's and Grantee's respective interests in the Property shall be a percent of the fair market value of the Property as if unencumbered by this Easement as follows:

- j) Grantor's interest shall be thirty percent (30%), minus an increase in value after the date of this Easement attributable to improvements.
- ii) Grantee's interest shall be seventy percent (70%).

18. Condemnation. If the Property is taken, in whole or in part, by exercise of the power of eminent domain, or if the Easement is extinguished or terminated and the Property is subsequently sold or exchanged, Grantee shall be entitled to compensation for the value of their respective interests, in accordance with applicable law, as determined pursuant to paragraph 17 above.

19. Assignment.

This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is authorized to acquire and hold conservation easements under Colorado law. As a condition of such transfer, the deed or any other legal instrument by which Grantee transfers its rights and obligations herein shall require that the conservation purposes that this Easement is intended to advance continue to be carried out. In no event shall this requirement be interpreted to obligate Grantee to guarantee or assure that the transferee meet Grantee's obligations as stated in this Easement. Any transfer allowed herein shall release Grantee from all liability pursuant to this Easement arising after such transfer.

20. Subsequent Transfers

Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least sixty (60) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

In the event the Property is transferred to an entity or person whose property is not exempt from taxation, the transferee as subsequent owner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

21. Notices.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To the Grantor:

City of Pueblo Planning & Development Department
211 East D Street
Pueblo, CO 81003

City Manager
1 City Hall Place
Pueblo, CO 81003


1390542 07/02/2001 01:33P EASE Chris C. Munoz
10 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

To the Grantee:

Colorado Division of Parks and Outdoor Recreation
1313 Sherman Street, Room 618
Denver, CO 80203
Attn: Real Estate Section

Lake Pueblo State Park
640 Pueblo Reservoir Road
Pueblo, CO 81005
Attn: Park Manager

or to such address as either party from time to time shall designate by written notice to the other.

22. Recordation.

Grantor shall record this instrument in timely fashion in the official records of Pueblo County, and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.

23. General Provisions.

A. *Controlling Law.*

The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

B. *Liberal Construction.*

Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. §§ 38-30.5-101. Et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. *Severability.*

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. Entire Agreement.

1390542 07/02/2001 01:33P EASE Chris C. Munoz
11 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

E. No Forfeiture.

Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

F. Successors.

The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

G. Termination of Rights and Obligations.

A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

H. Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

I. Amendment.

If the circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantor and Grantee are free to jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this instrument under any applicable laws. Any amendment must be consistent with the conservation purposes of this instrument and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties, and recorded in the records of the Pueblo County Clerk & Recorder.

J. Termination of the Division of Parks and Outdoor Recreation.

In the event the Colorado Division of Parks and Outdoor Recreation is terminated or merged into another entity, the rights and obligations of the Colorado Division of Parks and Outdoor Recreation hereunder shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

K. Governmental Immunity.

Grantor and Grantee do does not intend to waive by any provision of this Easement the monetary limitation or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended or any other law, either statutory or common law.

L. Venue.

Pueblo, County, Colorado shall be the only appropriate venue for any action or dispute arising from this Easement.

N. Third Parties.

This Easement does not, and shall not be deemed to confer upon any third party any right to claim damages or to bring suit, or other proceeding against either party because of any term contained herein.

24. Acceptance.

Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed of Conservation Easement.

TO HAVE AND TO HOLD, this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

CITY OF PUEBLO

By

Al Gurule, President of the Council

APPROVED AS TO FORM:

City Attorney

ATTEST

By

City Clerk

STATE OF COLORADO)
)
County of Pueblo)

1390342 07/02/2001 01:33P EASE Chris C. Munoz
13 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

The foregoing instrument was acknowledged before me this 29th day of
June, 2001, by Al Gurule.

My commission expires June 26, 2003. Witness my hand and official seal.



[Signature]
Notary Public

ACCEPTED:

STATE OF COLORADO
COLORADO DIVISION OF PARKS AND
OUTDOOR RECREATION

By: [Signature]
Tom Kenyon, Acting Director

STATE OF COLORADO)
)
County of Pueblo)

The foregoing instrument was acknowledged before me this 29th day of
June, 2001, by Tom Kenyon, Acting Director.

My commission expires My Commission Expires March 19, 2003. Witness my hand and official seal.



[Signature]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE S89°41'01"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 400.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE S89°41'01"W CONTINUING ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 2236.23 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 16;
2. THENCE S89°41'03"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 2635.71 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 16;
3. THENCE N01°22'16"W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 2636.63 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 16;
4. THENCE N89°45'31"E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 16, A DISTANCE OF 1973.66 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST QUARTER OF SAID SECTION 16;
5. THENCE N01°23'24"W ALONG SAID WEST LINE, A DISTANCE OF 2652.24 FEET TO THE NORTH LINE OF SAID SECTION 16;
6. THENCE S89°57'17"E ALONG SAID NORTH LINE, A DISTANCE OF 99.23 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND AS RECORDED IN BOOK 1501 AT PAGE 57 OF THE RECORDS OF SAID PUEBLO COUNTY;

THE FOLLOWING TWO (2) COURSES FOLLOW THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID TRACT RECORDED IN BOOK 1501 AT PAGE 57:

7. THENCE S00°02'43"W A DISTANCE OF 50.00 FEET;
8. THENCE S89°57'17"E A DISTANCE OF 229.83 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL NO. 239 RECORDED IN BOOK 1853 AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY;

THE FOLLOWING FIVE (5) COURSES FOLLOW SAID SOUTHERLY LINE OF PARCEL NO. 239 RECORDED IN BOOK 1853 AT PAGE 624:

9. THENCE S71°15'05"E A DISTANCE OF 230.71 FEET;
10. THENCE S71°44'35"E A DISTANCE OF 869.20 FEET TO A NON-TANGENT CURVE TO THE LEFT;
11. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 11634.20 FEET, A DELTA ANGLE OF 04°23'28", AN ARC LENGTH OF 891.62 FEET, WHOSE LONG CHORD BEARS S77°44'05"E A DISTANCE OF 891.40 FEET;
12. THENCE S81°07'05"E A DISTANCE OF 722.00 FEET;
13. THENCE S61°42'05"E A DISTANCE OF 386.20 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16;
14. THENCE S01°35'42"E ALONG SAID EAST LINE, A DISTANCE OF 867.26 FEET TO THE MOST NORTHERLY POINT OF PARCEL NO. 39 RECORDED IN BOOK 1853 AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY;

THE FOLLOWING THREE (3) COURSES FOLLOW THE WESTERLY LINE OF SAID PARCEL NO. 39 RECORDED IN BOOK 1853 AT PAGE 624:

15. THENCE S16°24'33"W A DISTANCE OF 358.50 FEET;
16. THENCE S09°48'33"W A DISTANCE OF 1138.60 FEET;

17. THENCE S00°01'03"W A DISTANCE OF 2055.36 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.
THE ABOVE TRACT OF LAND CONTAINS 461.53 ACRES, MORE OR LESS.

AND:
THE SW 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO. 160

AND:
THE S 1/2 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO. 320

AND: 320 80 40 40
THE N 1/2; THE N 1/2 OF THE SW 1/4; THE N 1/2 OF THE SE 1/4; AND THE SE 1/4 OF THE SE 1/4, ALL IN SECTION 19, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO.

AND: 160 40 40 80
THE NW 1/4; THE N 1/2 OF THE NE 1/4; THE SE 1/4 OF THE NE 1/4; THE E 1/2 OF THE SE 1/4; AND THE SW 1/4 OF THE SE 1/4, ALL IN SECTION 20, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO.

AND:
THE NW 1/4; THE SW 1/4 OF THE NE 1/4; THE E 1/2 OF THE SW 1/4; THE SW 1/4 OF THE SE 1/4, ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, ALONG WITH A TRACT OF LAND LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 21, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE S89°18'06"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 400.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE S89°18'06"W CONTINUING ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 915.83 FEET TO THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 21;
2. THENCE N00°34'49"W ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, A DISTANCE OF 1319.07 FEET TO THE NORTHWEST CORNER OF SAID SE 1/4 OF THE SE 1/4;
3. THENCE N89°21'02"E ALONG THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4, A DISTANCE OF 966.33 FEET TO THE NORTHWEST CORNER OF PARCEL NO. 35 RECORDED IN BOOK 1853 AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY;
4. THENCE S01°36'49"W ALONG THE WEST LINE OF SAID PARCEL NO. 35 RECORDED IN BOOK 1853 AT PAGE 624, A DISTANCE OF 1319.32 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 28.49 ACRES, MORE OR LESS.

AND:
A TRACT OF LAND LOCATED IN THE N 1/2 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S89°18'06"W ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 400.00 FEET TO A POINT ON THE WEST LINE OF PARCEL NO. 35 RECORDED IN BOOK 1853

AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE S03°46'43"E ALONG THE WEST LINE OF SAID PARCEL NO. 35 AS RECORDED IN BOOK 1853 AT PAGE 624, A DISTANCE OF 1741.94 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE RELOCATED DENVER AND RIO GRANDE WESTERN RAILROAD CO. AS RECORDED IN BOOK 2121 AT PAGE 698 OF THE RECORDS OF SAID PUEBLO COUNTY, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT;

THE FOLLOWING SIX (6) COURSES FOLLOW SAID NORTHERLY RIGHT-OF-WAY LINE OF THE RIO GRANDE WESTERN RAILROAD CO. AS RECORDED IN BOOK 2121 AT PAGE 698:

2. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 3364.17 FEET, A DELTA ANGLE OF 42°27'56", AN ARC LENGTH OF 2493.40 FEET, WHOSE LONG CHORD BEARS S89°32'10"W A DISTANCE OF 2436.72 FEET;
3. THENCE S67°48'08"W A DISTANCE OF 517.08 FEET TO A NON-TANGENT CURVE TO THE LEFT;
4. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 3399.17 FEET, A DELTA ANGLE OF 11°08'42", AN ARC LENGTH OF 661.20 FEET, WHOSE LONG CHORD BEARS S53°58'57"W A DISTANCE OF 660.16 FEET;
5. THENCE S47°40'58"W A DISTANCE OF 102.87 FEET;
6. THENCE S46°48'23"W A DISTANCE OF 100.97 FEET;
7. THENCE S46°38'57"W A DISTANCE OF 89.75 FEET;

8. THENCE N01°14'08"W A DISTANCE OF 2498.28 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28;
9. THENCE N89°18'40"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 1371.97 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 28;
10. THENCE N89°18'06"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 2231.66 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 145.29 ACRES, MORE OR LESS.

BASIS OF BEARINGS FOR THESE DESCRIPTIONS IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., WHICH IS ASSUMED TO BEAR N01°14'08"W, FROM THE WEST QUARTER CORNER OF SAID SECTION 28 (A 3 1/4" BLM BRASS CAP), TO THE NORTHWEST CORNER OF SAID SECTION 28 (A 3 1/4" BLM BRASS CAP).

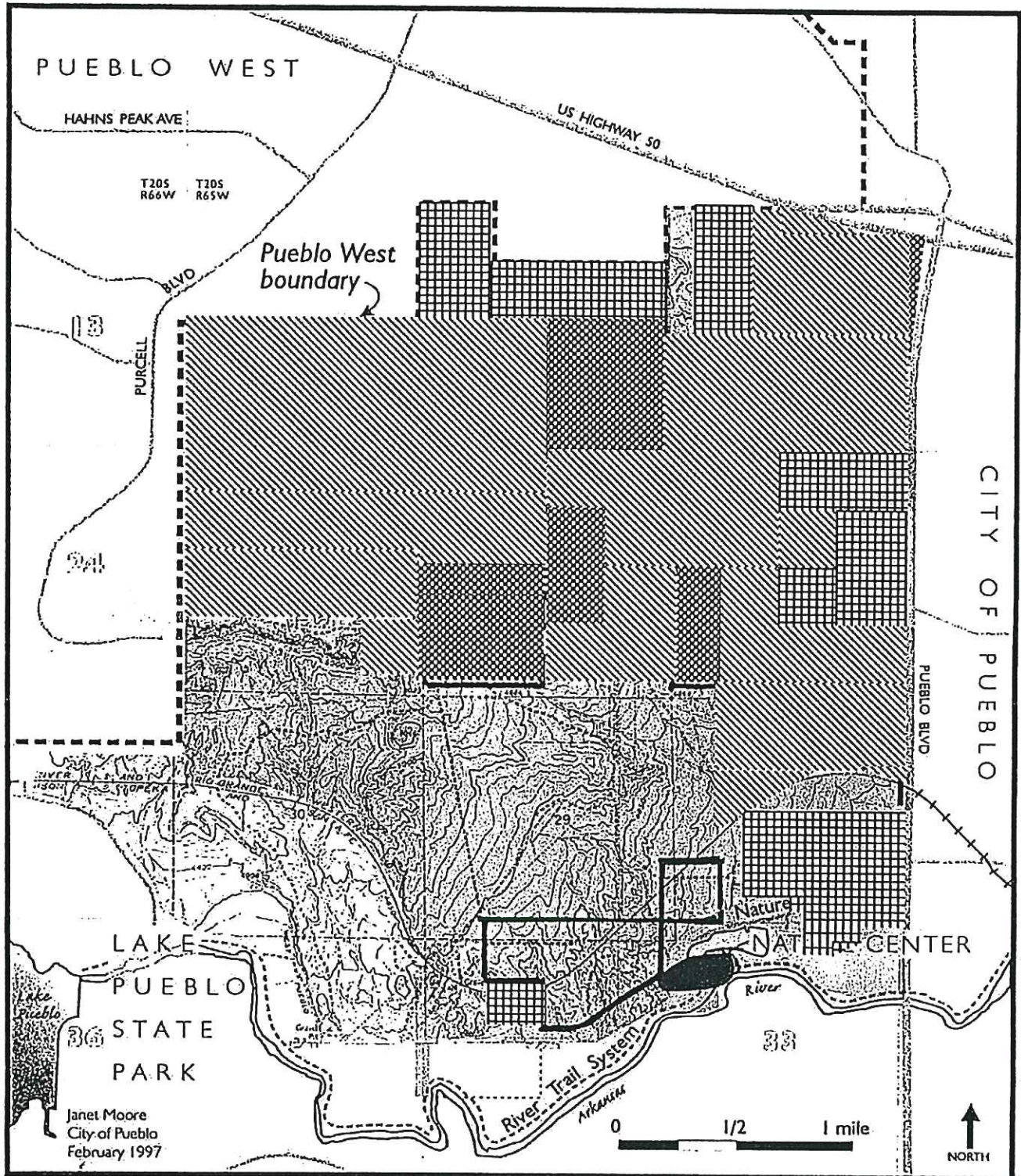
THE FOREGOING DESCRIPTION WAS PREPARED BY:
RAYMOND JOSEPH PECHEK PLS 24964
FOR AND ON BEHALF OF URS
9960 FEDERAL DRIVE, SUITE 300
COLORADO SPRINGS, COLORADO 80921
(719) 531-0001
JUNE 18, 2001


1390542 07/02/2001 01:33P ERSE Chris C. Munoz
16 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

Exhibit B

Reconfiguration Map

City of Pueblo State Honor Farm Property



1390542 07/02/2001 01:33P ERSE Chris C. Munoz
17 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE RESCINDING RESOLUTION 15594, ACCEPTING FUNDS IN THE AMOUNT OF \$200,000.00 FROM PUEBLO URBAN RENEWAL AUTHORITY, FOR THE HARP CHANNEL EXTENSION AND BOATHOUSE CONSTRUCTION PROJECT, AND BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT ACCOUNT CI2432 - CONST. HARP EXTENSION AND BOATHOUSE.

SUMMARY:

The attached Ordinance rescinds Resolution 15594, accept funds in the amount of \$200,000.00 from the Pueblo Urban Renewal Authority (PURA) to fund, in part, the construction of the HARP Channel Extension and Boathouse project. The Ordinance also budgets and appropriates those funds into Project Account CI2432 - Const. HARP Extension and Boathouse

PREVIOUS COUNCIL ACTION:

City Council previously approved on March 18, 2019, an Intergovernmental Agreement between the parties for the purpose of providing design and construction ready plans for the HARP Channel Extension and Boathouse Project.

On April 8, 2024, by Resolution No. 15591, City Council authorized the transfer of \$3,311,597.29 from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund to Project Account ED2402 - HARP Channel Extension and Boathouse Project.

On April 8, 2024, by Resolution No. 15594, City Council accepted \$200,000 from the Pueblo Urban Renewal Authority to assist in the construction of the HARP Channel Extension and Boathouse Project.

On April 22, 2024, by Ordinance No. 10687, City Council approved an Intergovernmental Agreement between the City and Pueblo County and the HARP Authority, by which Pueblo County will pay to the City of Pueblo \$9,000,000 in 1A funds

for the Construction of the HARP Channel Extension and Boathouse Project, accepted the 1A funds from Pueblo County, established Project Account CI2432 and budgeted and appropriated funds to Project Account CI2432.

On April 22, 2024, by Ordinance No. 10688, City Council approved and accepted a grant in the amount of \$1,000,000.00 from the Colorado Department of Local Affairs ("DOLA"), transferred \$1,000,000.00 from the General Fund and budgeted and appropriated funds in the amount of \$2,000,000.00 to Project Account CI2432.

On April 22, 2024, by Ordinance No. 10689, City Council approved and authorized the Mayor to execute a Cooperation Agreement between the City of Pueblo and the HARP Authority relating to the construction of the HARP Channel and Riverwalk Extension Project.

BACKGROUND:

Pueblo Urban Renewal Authority is providing these funds to be used for the HARP Channel Extension and Boathouse Project ("Project") construction. The funds will be combined with funds from Pueblo County 1A, a DOLA grant, ARPA, Sales and Use Tax Capital Improvement Projects Fund, and the General Fund to pay for the Project. The HARP Channel Extension and Boathouse construction project will result in demolition of the existing eastern channel terminus, construction of new channel eastward to Santa Fe Drive, new and retrofitted utilities, paving and hardscapes, drainage, site electrical and lighting, landscape improvements, and the construction of a new two-story building which will house equipment and boats, HARP offices, and a rooftop space for public gatherings.

Resolution 15594, approved on April 8, 2024, accepted the funds; however, budgeting and appropriating all funds must be done by Ordinance.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$200,000.00 will be budgeted and appropriated into Project Account CI2432 - Const. HARP Extension and Boathouse.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve this Ordinance will prevent the City from receiving the funds from PURA.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Reso 15594

ORDINANCE NO. 10716

AN ORDINANCE RESCINDING RESOLUTION 15594, ACCEPTING FUNDS IN THE AMOUNT OF \$200,000.00 FROM PUEBLO URBAN RENEWAL AUTHORITY, FOR THE HARP CHANNEL EXTENSION AND BOATHOUSE CONSTRUCTION PROJECT, AND BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT ACCOUNT CI2432 - CONST. HARP EXTENSION AND BOATHOUSE.

WHEREAS, Resolution 15594 erroneously budgeted and appropriated funds, which must be done by Ordinance; AND

WHEREAS, Pueblo Urban Renewal Authority has tendered \$200,000 to the City to help fund the HARP Channel Extension and Boathouse Project construction; AND

WHEREAS, acceptance of the \$200,000 is in the best interest of the City; NOW THEREFORE,

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

SECTION 1.

Resolution 15594 is hereby rescinded.

SECTION 2.

Funds in the amount of \$200,000.00 are hereby accepted from Pueblo Urban Renewal Authority.

SECTION 3.

Accepted funds in the amount of \$200,000.00 shall be budgeted and appropriated to Project Account CI2432 - Const. HARP Extension and Boathouse.

SECTION 4.

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 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 13, 2024.

Final adoption of Ordinance by City Council on May 28, 2024.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 5/30/2024 | 7:25 AM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST
DocuSigned by:
Vincent Petkosch
03604C70D3E7439...

Deputy City Clerk

RESOLUTION NO. 15594

A RESOLUTION ACCEPTING FUNDS IN THE AMOUNT OF \$200,000 FROM THE PUEBLO URBAN RENEWAL AUTHORITY FOR THE HARP CHANNEL EXTENSION AND BOATHOUSE CONSTRUCTION PROJECT, AND BUDGETING AND APPROPRIATING THE \$200,000 TO PROJECT NO. CI2432

WHEREAS, the Pueblo Urban Renewal Authority has tendered \$200,000 to the City to help fund the HARP Channel Extension and Boathouse Project construction;

WHEREAS, acceptance of the \$200,000 is in the best interests of the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The funds tendered to the City by the Pueblo Urban Renewal Authority in the amount of \$200,000 to fund, in part, construction of the HARP Channel Extension and Boathouse Project are hereby accepted, and budgeted and appropriated to Project No. CI2432.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 08, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosek
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: April 08, 2024

TO: President Mark Aliff and Members of City Council
CC: Heather Graham, Mayor
VIA: Marissa Stoller, City Clerk
FROM: Steven Meier, Director Parks and Recreation Department

SUBJECT: A RESOLUTION ACCEPTING FUNDS IN THE AMOUNT OF \$200,000 FROM THE PUEBLO URBAN RENEWAL AUTHORITY FOR THE HARP CHANNEL EXTENSION AND BOATHOUSE CONSTRUCTION PROJECT, AND BUDGETING AND APPROPRIATING THE \$200,000 TO PROJECT NO. CI2432

SUMMARY:

This Resolution accepts \$200,000 from the Pueblo Urban Renewal Authority to assist in the construction of the HARP Channel Extension and Boathouse Project.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

Pueblo Urban Renewal Authority is providing these funds to be used for the HARP Channel Extension and Boathouse Project ("Project") construction. The funds will be combined with funds from Pueblo County 1A, a DOLA grant, ARPA, Sales and Use Tax Capital Improvement Projects Fund, and the General Fund to pay for the Project. The HARP Channel Extension and Boathouse construction project will result in demolition of the existing eastern channel terminus, construction of new channel eastward to Santa Fe Drive, new and retrofitted utilities, paving and hardscapes, drainage, site electrical and lighting, landscape improvements, and the construction of a new two-story building which will house equipment and boats, HARP offices, and a roof top space for public gatherings.

FINANCIAL IMPLICATIONS:

Not applicable to this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Recommend approval.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

City Council can decide not to accept the funds from the Pueblo Urban Renewal Authority.

RECOMMENDATION:

Approval of the Resolution.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford

SUBJECT: AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND GOODRICH CORPORATION, A NEW YORK CORPORATION, AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, FOR THE PREMISES KNOWN AS LOT 8, LOT 11, AND PARCEL G, WILLIAM WHITE BOULEVARD, PUEBLO, COLORADO

SUMMARY:

This Ordinance would approve a Lease Agreement with Goodrich Corporation to allow Goodrich Corporation to utilize City-owned land for the purpose of installing a fence line monitoring system required for compliance with the Colorado Department of Public Health and Environment-AQD.

PREVIOUS COUNCIL ACTION:

On April 22, 2024, City Council approved Resolution No. 15614, which approved a Revocable Permit by and between the City of Pueblo and Goodrich Corporation for the use of Lot 8, Lot 11, and Parcel G, William White Boulevard, Pueblo, Colorado for the purpose of installing a fence line monitoring system required by the Colorado Department of Health and Environment – AQD.

BACKGROUND:

Goodrich Corporation is seeking land in addition to its current location at 50 William White Boulevard, Pueblo, Colorado 81001 for the purpose of air quality fence line testing. The location of the leased premises is ideal for this purpose as the lots and parcel are undeveloped land.

FINANCIAL IMPLICATIONS:

Goodrich Corporation will remit to the City \$7,842.00 per month during the 10-year Lease Agreement with increases as described in the Lease Agreement.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council may choose not to approve the Lease Agreement, in which case, Goodrich Corporation will need to find alternative resources to remain compliant with the State of Colorado.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

1. Collins Aerospace Goodrich Lease Agreement

ORDINANCE NO. 10717

AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND GOODRICH CORPORATION, A NEW YORK CORPORATION, AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, FOR THE PREMISES KNOWN AS LOT 8, LOT 11, AND PARCEL G, WILLIAM WHITE BOULEVARD, PUEBLO, COLORADO

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

SECTION 1.

The Lease Agreement by and between the City of Pueblo, a Colorado Municipal Corporation, and Goodrich Corporation, a New York Corporation, authorized to do business in the State of Colorado, for the premises known as Lot 8, Lot 11, and Parcel G, William White Boulevard, Pueblo, Colorado attached hereto and having been approved as to form by the Deputy City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute and deliver Agreement in the name of the City and the City Clerk shall affix the Seal of the City thereto and attest the same.

SECTION 3.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the Agreement to implement the transactions, policies, and procedures described herein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 13, 2024.

Final adoption of Ordinance by City Council on May 28, 2024.

DocuSigned by:
Mark Bliff
B7A4F51825AB482...

President of City Council

Action by the Mayor:

- ☒ Approved on 5/30/2024 | 7:25 AM MDT.
- ☐ Disapproved on _____ based on the following objections:

DocuSigned by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

DocuSigned by:
Vincent Petkosek
03004C70D3E7439...

Deputy City Clerk

LEASE AGREEMENT

THIS LEASE entered into as of June 1, 2024 (the "**Effective Date**") by and between the **City of Pueblo**, a Colorado Municipal Corporation ("**City**") and **Goodrich Corporation**, a corporation organized and existing under and by virtue of the laws of the State of New York and authorized to do business in the State of Colorado, ("**Lessee**") dba Collins Aerospace, ("**Lessee**"), singularly "**Party**" and collectively "**Parties**", WITNESSETH:

WHEREAS, City is the owner of Lot 8, Lot 11, and Parcel G, William White Boulevard, Pueblo, Colorado, consisting of seventy-four and 97/100 (74.97) square acres (the "**Leased Premises**"); and

WHEREAS, Lessee is desirous of leasing the Leased Premises and City is willing to lease the Leased Premises to Lessee upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and conditions contained herein, City and Lessee hereby agree as follows:

Article 1. Leased Premises.

1.01 Beginning the Effective Date, City leases to Lessee and Lessee leases from City the Leased Premises, upon and subject to the covenants, provisions and conditions herein.

1.02 This Lease and Lessee's use of the Leased Premises are subject to the easements, rights of way, covenants, conditions, restrictions, reservations and limitations appearing of record, and all applicable zoning and land use laws, ordinances, codes and regulations governing and regulating the Leased Premises and its use.

Article 2. Term.

2.01 The term of this Lease shall commence on the Effective Date and shall terminate on the earlier to occur of:

- (i) Ten years from the Effective Date (the "**Initial Term**");
- (ii) Any early termination in accordance with the terms of this Lease.

2.02 At the end of the Initial Term, Lessee will have an exclusive right to elect to extend the Lease for one five-year period (the "**Lease Extension**") (the Initial Term and Lease Extension shall be collectively referred to herein as "**Terms**"). Lessee may exercise this right by sending written notice to the City at least twelve (12) months prior to the end of the Initial Term. Rent for the Lease Extension will be determined based on an assessment of the fair market value of the Leased Premises. The assessment shall be performed at the time Lessee notifies the City of its intent to exercise the Lease Extension (e.g., at year 9 of the Lease). Prior to the beginning of the Lease Extension, the Parties will negotiate in good faith the new rent rate for the Lease Extension. The new rent rate will be documented in writing and signed by both Parties. If the Parties are unable to reach an agreement on the new rent rate, the Parties will each retain their own assessor

to assess the value of the Leased Premises for purposes of determining the new rent rate. The Parties will continue to negotiate a new rent rate based upon the property assessments each Party obtains. If the Parties still cannot reach an agreement on the new rent rate, then the Parties' assessors will identify a neutral third assessor who will, using the two existing appraisals, determine the value of the Leased Premises for the purpose of establishing the new rent rate. The Parties agree to accept the new Rent Agreement rate established by the neutral assessor. The cost of the neutral assessor shall be paid equally by both Parties. There shall be a cap to the new rent (the "**Cap**"), as set forth below.

- (i) Notwithstanding the foregoing, for the Lease Extension, the new rent rate shall not exceed the year 9 rent rate adjusted by the sum, for Lease years 3 through 9, of the difference between the actual Consumer Price Index and the CPI 3% Cap. For example, when the new rent is set at year 3, if the actual Consumer Price is 10%, then the difference between the actual Consumer Price Index and the CPI 3% Cap is 8%. That 8% difference shall be added with all such differences calculated for years 4 through 9 to calculate the Cap for the New Rent for the first Lease Extension.

Article 3. Rent.

3.01 Lessee shall pay to City the sum of Seven Thousand, Eight Hundred Forty-Two and 00/100 Dollars (\$7,842.00) (**Rent**) per month. Rent shall be pro-rated for the month in which the Effective Date occurs and shall be due and payable, without notice, on the Effective Date. Rent for the ensuing months shall be due and payable, without notice, on or before the first day of each month during the Lease Terms.

3.02 Commencing on the fourth (4th) anniversary of the Effective Date, Rent shall be calculated by using the price per acre amount used in the third year of the Lease plus an adjustment equal to the Consumer Price Index (as defined herein), but in no event shall the Consumer Price Index adjustment exceed three percent (3%) (the "**CPI 3% Cap**"). Commencing on the fifth (5th) anniversary of the Effective Date, and each anniversary date thereafter, Rent shall be calculated by using the price per acre amount used in the immediately preceding year, plus an adjustment equal to the Consumer Price Index, but in no event shall the Consumer Price Index adjustment exceed three percent (3%) in any given year. As used herein, "Consumer Price Index" shall mean the Consumer Price Index for all urban households (Base Year 1982-1984 = 100) in the West Region (CPI-U) as determined and published by the United States Department of Labor, Bureau of Labor Statistics for the applicable year.

3.03 It is the intent of the Parties hereto that this Lease be a "triple net" lease with City incurring no obligation, monetary or otherwise, hereunder.

3.04 Rent required to be made by Lessee hereunder which remain unpaid fifteen (15) days after its due dates shall bear interest at the rate of ten percent (10%) per annum until paid.

3.05 Lessee's obligation to pay Rent to City hereunder is absolute and unconditional and Rent shall not be offset, abated, reduced or withheld for any reason whatsoever, except as may be

provided by the provisions of this Lease.

Article 4. Option to Purchase.

4.01 City, subject to the express release of the Leased Premises by the Federal Aviation Administration ("FAA") and the requirements of 14 C.F.R. Part 155, grants to Lessee a personal and non-transferrable option to purchase the Leased Premises, for a period of five (5) years after the Effective Date of this Lease Agreement, at the Fair Market Value of the Leased Premises as determined by an appraisal by a licensed appraiser having at least ten (10) years' experience with commercial properties in the Pueblo, Colorado area, completed not more than ninety (90) days prior to the closing. Lessee may exercise this option by providing City one hundred twenty (120) days' prior written notice. Thereafter, the Parties shall enter into a Purchase and Sale agreement for the Leased Premises, with such sale conditioned upon the release of the Leased Premises by the FAA.

Article 5. Use of Leased Premises.

5.01 The Leased Premises shall be used and occupied by Lessee to install a fence line monitoring system required for compliance with the Colorado Department of Public Health and Environment-AQD

5.02 Lessee shall be authorized to construct and install upon the Leased Premises four 12' x 12' sheds, with electrical connections thereto, to house fence line monitoring transducers, receivers, and related equipment. Lessee shall construct and install said buildings on concrete foundations for leveling and stability. Lessee shall install a chain link fence surrounding each building for security purposes.

5.03 Lessee 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 Lessee's use thereof. Lessee shall not cause, maintain or permit any nuisance or waste in, on, or about the Leased Premises.

5.04 Lessee shall not abandon or cease to conduct business on the Leased Premises for any period longer than ninety (90) consecutive days.

5.05 In the event Lessee, through additional construction or installation, causes the Leased Premises to become a developed property, as contemplated by Sec. 3-1-14, Pueblo Municipal Code, Lessee shall be required to pay, in addition to Rent, a Combined Service Fee pursuant to Sec. 3-1-14, Pueblo Municipal Code.

Article 6. Condition of Premises.

6.01 It is understood and agreed that the Leased Premises are leased "as is, where is, with all its faults" and that City does not make 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, title (other than the covenant of quiet possession set forth in Article

16, herein), zoning (other than that the leased premises are zoned for the permitted use), physical or environmental conditions, utilities, governmental approvals, the compliance of the leased premises with governmental and environmental laws and regulations, the truth, accuracy or completeness of any document or other information provided to lessee by city or any other person, or any other matter or thing regarding the leased premises not contained herein.

6.02 The taking of possession of the Leased Premises by Lessee on the Effective Date shall be conclusive evidence that the Lessee accepts the Leased Premises in its then present condition and that the Leased Premises are in good and satisfactory condition at the time such possession was taken.

Article 7. Alterations and Improvements.

7.01 Except as set forth in Section 5.02 above, Lessee shall not make any additions, alterations or improvements in or to the Leased Premises ("**Alterations**") without City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall not, to the extent Lessee receives knowledge of same, permit or allow any lien to be filed or recorded against the Leased Premises or City's or Lessee's interest therein, and Lessee shall fully cooperate with City in obtaining the protection afforded City under Section 38-22-105, C.R.S. All alterations made in or to the Leased Premises by Lessee with City's consent shall become part of the Leased Premises and be surrendered with the Leased Premises at the termination of this Lease. All other Alterations shall, at the option of City (and with City's direction to Lessee), be removed by Lessee at Lessee's sole cost and expense.

7.02 All personal property, equipment, fixtures and improvements of a detachable or temporary nature installed or placed upon the Leased Premises by Lessee including trade fixtures, shall remain the property of Lessee, subject to Lessee's right, at its option, to remove same at any time but not later than thirty (30) days after termination of this Lease. Lessee shall repair all damage (except reasonable wear and tear) to the Leased Premises caused by such removal. The failure of Lessee to remove its equipment, fixtures and detachable improvements within thirty (30) days after termination of this Lease shall, at the option of City, be deemed an abandonment of such property and City may dispose of such property as the City, in its sole discretion, may determine.

Article 8. Repairs and Maintenance.

8.01 City shall not be obligated to repair, maintain or alter the Leased Premises or any part thereof, except for damage caused by City or its employees, invitees, agents or representatives. Lessee, at its expense, shall keep and maintain the Leased Premises, including, without limitation, the buildings and other improvements on the Leased Premises, in good working condition and repair, and in a good, clean and safe condition at all times during the Terms of this Lease and return the same to City upon termination in good condition and state of repair.

8.02 If Lessee becomes obligated to make repairs by an occurrence covered by the insurance described in Article 11, the net proceeds of such insurance shall be used by Lessee to offset the cost of repairs.

Article 9. Right of Entry.

City, or City's officers, employees, agents and representatives, may enter the Leased Premises during normal business hours upon reasonable notice to Lessee, except that in the case of any emergency or possible casualty involving the Leased Premises, entry may be made at any time without notice to Lessee.

Article 10. Assignment.

The interests and privileges granted under this Lease are personal. No interests or privileges under this Lease may be transferred except as provided in this Lease. Lessee may not sublet, assign, or otherwise transfer the Leased Premises, in whole or in part, without the express written consent of the City.

Article 11. Insurance and Indemnification.

11.01 Lessee shall indemnify and hold City, its officers, employees and agents, harmless from and defend them against any and all claims and liability, including cost of defense and reasonable attorney fees, for any injury or damage to Lessee or its officers, agents or employees, or to Lessee's property, or to any third person, or to the property of any third person: (a) occurring in, on or about the Leased Premises during the Terms; or (b) arising out of or resulting, during the Terms, from the Leased Premises, or any condition thereon, or from Lessee's use and occupancy of the Leased Premises, or any of Lessee's equipment thereon or appurtenances thereto, or any activity conducted thereon by Lessee or Lessee's employees, invitees, agents or representatives; all of the above with exception of any injury or damage caused by the acts of City, its officers, employees, invitees or agents.

11.02 Lessee shall secure and maintain in full force and effect, at its expense, during the effective term of this Lease, (a) commercial general liability insurance including coverage for personal injury (including death), property damage and contractual coverage in the minimum amount of \$1,000,000 combined single limit naming City, its officers, employees or agents as additional insureds, and (b) Colorado Workers' Compensation insurance or other similar coverage in the statutorily mandated amounts. Neither Party shall be liable to the other Party for any claim, loss or casualty covered by such insurance and each Party waives any claim therefore against the other Party whether by way of subrogation or otherwise.

11.03 A copy of each insurance policy, or certificate thereof, issued by an association or company authorized to issue such policy or policies under the laws of the State of Colorado containing a provision prohibiting cancellation or material modification of the insurance except after no less than (10) days' notice to City, shall be delivered to the City within thirty (30) days after the Effective Date of this Lease, and thereafter the Lessee will furnish to City evidence of the continuance of the insurance coverage required herein within a reasonable time after the same has been issued.

Article 12. Fire and Extended Coverage Insurance.

Lessee may, at its expense, during the Terms of this Lease, secure and maintain in full

force and effect "All-Risk" casualty insurance (including, without limitation, fire, extended coverage and boiler insurance) upon the Leased Premises. If Lessee secures casualty insurance, such insurance shall be in an amount not less than the full replacement value of the improvements to the Leased Premises (without deduction for physical depreciation), and issued by an insurance company or association authorized to issue such policies under the laws of the State of Colorado and approved by City, shall contain a deductible of not more than \$15,000.00 and a standard Colorado mortgagee/landlord clause in favor of City, and shall not be subject to cancellation, reduction or modification upon less than ten (10) days' written notice to City. Such insurance, by its terms or by endorsement, shall waive any right of subrogation of the insurer against City, its officers, agents and employees, for any loss or damage resulting from covered perils. Lessee will furnish to City evidence of such insurance and its continuance during the Term of this Lease.

Article 13. Taxes and Assessments.

13.01 Lessee shall promptly pay and discharge, as they become due and before delinquency, any and all property taxes, assessments, charges, liens, levies or excises, whether general or special or ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind, which may be levied, charged or imposed, or which may become a lien or charge on or against the Leased Premises or any part thereof, the leasehold interest of City or Lessee herein, or the improvements situated on the Leased Premises during the effective period of this Lease. In the event Lessee desires to contest the valuation for assessment of property taxes on the Leased Premises, City agrees to cooperate with Lessee, provided that such cooperation does not require City to incur any cost or expense.

13.02 Lessee shall pay before delinquency any and all property taxes levied or charged against any of the personal property belonging to it and situated on the Leased Premises or used in connection with the operation and maintenance of the building located on the Leased Premises.

13.03 Lessee shall furnish City within thirty (30) days after any amount is payable by Lessee under this Article 12, official receipts of the appropriate taxing authority or other proof satisfactory to City evidencing such payments as are required under this Article.

13.04 City shall, to the extent it is aware of or receives the same, promptly and timely forward all correspondence, notices, bills and the like from any government, regulatory, utility company or taxing authority with respect to the Leased Premises, or any matter affecting the same, to Lessee.

Article 14. Utilities.

Lessee shall pay, before delinquent, all charges for sewer, water, gas, electricity, telephone and all other utility services furnished to or used in or supplied to the Leased Premises. City shall not be obligated to furnish or provide any utilities, facilities or services of any kind.

Article 15. Damage to or Destruction of Premises.

15.01 If, during the Terms 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 (provided such damage was not caused by City or its employees, invitees, agents or representatives, in which event City shall make such repairs), Lessee 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 Terms of this Lease, the Leased Premises shall be 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 destruction or damage, then, to the extent Lessee has knowledge of the same, Lessee shall promptly notify City in writing of such fact within forty-five (45) days after the date of such destruction or damage, and Lessee shall thereafter have the right, during a period of thirty (30) days following such notification, to terminate this Lease by written notice to the City, declaring this Lease to be terminated provided, however, that, as a condition precedent to such termination, all proceeds of insurance required to be maintained by Lessee under Article 11 shall be paid to City (to the extent any proceeds are collected and only up to the amount required to repair the Leased Premises), or, if Lessee fails to maintain the insurance required to be maintained by Lessee under Article 11, an amount equal to the insurance proceeds which would have been available but for such failure shall be paid by Lessee to City. Unless such notice of immediate termination shall be given within such 30-day period and the applicable amount of proceeds of insurance are paid to City, this Lease shall continue in full force and effect and Lessee 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, the monthly rent payable by Lessee shall be abated proportionately according to the floor area of the Leased Premises which is usable by Lessee. Such abatement shall continue for the period commencing with such damage or destruction and ending when Lessee or City, as may be applicable, completes repair work or reconstruction. Lessee or City, as applicable, shall diligently commence and expeditiously complete the repair work or reconstruction.

15.02 If Lessee shall make the repairs, such repairs, restoration or rebuilding shall be conducted as expeditiously as possible in accordance with plans and specifications submitted to and reasonably approved in writing by City and in compliance with all applicable laws, regulations and codes.

Article 16. Hold Over.

If Lessee shall hold over after the expiration of the Initial Term or any Lease Extension, without a signed renewal or new Lease, then Lessee shall be deemed a Lessee from month to month on all of the terms and conditions set forth in this Lease, except that the monthly Rent due under this Lease shall increase by ten percent (10%) over the rent being charged on the last month prior to the hold over. Nothing in this Section shall be construed as permission of the City to hold over beyond the expiration of the Initial Term or any Lease Extension.

Article 17. Quiet Possession.

Lessee may peacefully have, hold and enjoy the Leased Premises, subject to the other terms

of this Lease, provided that Lessee fulfils all of Lessee's covenants and agreements contained herein.

Article 18. Default.

18.01 In the event of default at any time by Lessee or City in the performance of any of its covenants and obligations herein contained, and such default is not cured within thirty (30) days after written notice specifying the default is given by the non-defaulting Party to the defaulting Party, then, in such event, in addition to all other rights, the non-defaulting Party shall have the right, upon ten (10) days' notice in writing to the defaulting Party specifying the date of termination, to terminate this Lease and City may at such time reenter and take possession of the Leased Premises.

18.02 In the event the Parties hereto become involved in litigation arising out of this Lease, or the performance or breach thereof, the Court shall award costs, expenses, and reasonable attorney fees to the substantially prevailing Party.

18.03 If Lessee or City violates any of the terms and provisions of this Lease or defaults in any of its obligations hereunder, such violation may be restrained or such obligation enforced by injunction at the instance and request of City or Lessee, as applicable, without the showing of any special damages or an inadequate remedy at law.

Article 19. Waiver and Time of Essence.

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.

Article 20. Notices.

All notices, demands or communications of any kind which may be required or desired to be served, given or made by Lessee upon or to City, under the terms of or in connection with this Lease, shall be sufficiently served, given or made (as an alternative to personal service upon City) if such notice, demand or communication is sent by overnight courier or certified United States mail, addressed to:

City of Pueblo
ATTN: Mayor
1 City Hall Place
Pueblo, Colorado 81003

with a copy to:

City of Pueblo
ATTN: Director, Department of Aviation
31201 Bryan Circle Suite 200
Pueblo, CO 81001

City of Pueblo
ATTN: City Attorney
1 City Hall Place, 3rd Floor
Pueblo, CO 81003

(or to such other person or address as may hereafter from time to time be designated for this purpose by City to Lessee in writing). All notices, demands or communications of any kind which may be required or desired to be served, given or made by City upon or to Lessee, under the terms of or in connection with this Lease, shall be sufficiently served, given or made (as an alternative to personal service upon Lessee) if such notice, demand or communication is sent by overnight courier or certified United States mail, addressed to:

Goodrich Corporation
50 William White Blvd
Pueblo, CO 81001
Attention: Phil Kloos

(or to such other person or address as may hereafter from time to time be designated for this purpose by Lessee to City in writing).

Article 21. Environmental Provisions.

21.01 For the purpose of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado or the United States government and shall include, but not be limited to (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) PCBs, (4) petroleum or petroleum based products, and (5) lead.

21.02 Lessee will comply with Environmental Regulations that are applicable to Lessee and its use of the Leased Premises. No activity shall be undertaken by the Lessee, its employees, agents, licensees, invitees, contractors or subcontractors, on all or any portion of the Leased Premises which would cause or permit: (i) the presence, use, generation, release, discharge, storage or disposal of any Hazardous Material in, on, under, about, or from the Leased Premises or any part thereof in violation of any Environmental Regulations; (ii) any portion of the Leased Premises to become a hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions without receiving proper governmental authorization, and in compliance with all Environmental Regulations, including, without limitation, the Federal Water Pollution Control Act, U.S.C. Section 1251 *et seq.*, and the Clean Air Act, 42 U.S.C. Section 7401, *et seq.*

21.03 Lessee agrees to defend, indemnify and forever hold harmless the City, its officers,

employees, agents, successors, and assigns, as their interest may appear, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, remediation and cleanup costs, incurred by reason of the use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about, or from the Leased Premises, or any part thereof, by Lessee, its employees, agents, licensees, invitees, contractors and subcontractors. The provisions of this Article 20 and Article 10 shall expressly survive the expiration of the Term or other termination of this Lease.

Article 22. F.A.A. Lease Requirements:

22.01 This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States, relative to the use, development, operation, or maintenance of the Pueblo Memorial Airport ("Airport").

22.02 Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations with respect to the construction of any structure or building on the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure on the Leased Premises.

22.03 It is understood and agreed that nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

22.04 City reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation or flight in said airspace, and for use of said airspace for landing on, taking off from, or operations on or over the Airport.

22.05 Lessee by accepting this Lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure, building or object nor permit the growth of any tree on the Leased Premises to a height not to exceed thirty-five (35) feet above ground level. In the event the aforesaid covenant is breached, City reserves the right to enter upon the Leased Premises and to remove the offending structure or object or cut the offending tree, all of which shall be at the expense of the Lessee.

22.06 Lessee shall not make use of the Leased Premises in any manner which might interfere with the landing or taking off of aircraft at the Airport, or otherwise constitute a hazard to aviation. In the event the aforesaid covenant is breached, City reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of the Lessee.

Article 23. Miscellaneous Provisions.

23.01 Colorado Law. This Lease shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith without reference to such State's choice of law and/or conflict of law principles.

23.02 Writing for Waiver or Modification. No provision of this Lease may be waived or modified except by an agreement in writing signed by the waiving Party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

23.03 Binding Effect. This Lease sets forth the entire and complete understanding and agreement of the Parties hereto with respect to the subject matter hereof. Lessee acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties of City except such as are expressed herein. This Lease shall be binding on the Parties, their successors and approved assigns.

23.04 Construction. Throughout this Lease, the singular shall include the plural; the plural shall include the singular; and the masculine and neuter shall include the feminine, wherever the context so requires.

23.05 Text to Control. The headings of sections are included solely for convenience of reference. If any conflict between any heading and the text of this Lease exists, the text shall control.

23.06 Severability. If any provision of this Lease is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Lease shall be construed and enforced as if such invalid provisions had never been inserted in the Lease.

23.07 Venue and Jury Trial. City and Lessee agree that exclusive venue for all actions or causes of action relating to this Lease or the Leased Premises shall be Pueblo County, Colorado. All such actions shall be filed in the District Court in and for the County of Pueblo, State of Colorado and City and Lessee submit to the jurisdiction of that Court. To the extent allowed by law, each Party waives its right to a jury trial.

23.08 Brokerage Commission. City and Lessee each represent to the other that they have not entered into any agreement or incurred any obligation in connection with the Lease transaction which might result in the obligation to pay a brokerage commission to any broker. Each Party shall indemnify and hold the other Party harmless from and against any claim or demand by any broker or other person for bringing about this Lease who claim to have dealt with such indemnifying party, including all expenses incurred in defending any such claim or demand (including reasonable attorney's fees).

23.09 Warranties. The persons signing this Lease on behalf of each of the Parties represent and warrant that such persons and Lessee or City, as applicable, have the requisite power and authority to enter into, execute and deliver this Lease and that this Lease is a valid, legally binding obligation of Lessee or City, as applicable, enforceable against such Party in accordance with its terms.

23.10 Time of Essence. Time shall be and is of the essence as to the performance of all terms, conditions and obligations under this Lease.

23.11 Third Parties. The provisions of this Lease are and will be for the benefit of City and Lessee 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 Lease._

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, City and Lessee, by their duly authorized representatives, have executed this Lease on the day and year first above written.

City of Pueblo, Colorado
a Colorado Municipal Corporation

[S E A L]

Attest: _____
City Clerk

By _____
Heather Graham
Mayor

Goodrich Corporation
a New York Corporation

By _____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of April, 2024 by _____, as _____ of Goodrich Corporation, a New York Corporation.

Witness my hand and official seal.

My commission expires: _____.

[S E A L]

Notary Public



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE TITLE XI, CHAPTER 1 TO ADD A NEW SECTION 612 REGULATING SCHEDULED COMMERCIAL PASSENGER TRANSPORTATION WITHIN THE CITY OF PUEBLO, AND PROVIDING PENALTIES THEREFOR

SUMMARY:

Attached is a proposed Ordinance which amends the Pueblo Municipal Code to add a new Section 612 regulating scheduled commercial passenger transportation within the City, and providing penalties therefor.

PREVIOUS COUNCIL ACTION:

Council has not taken any action on this matter.

BACKGROUND:

Businesses, State and local governments have recently adopted a policy of conducting unplanned busing of individuals within the State of Colorado. This practice threatens the health, safety, and welfare of passengers aboard these commercially license buses. The offloading of commercial passengers at unknown locations without a pre-determined destination endangers the health, safety, and welfare of the commercial passengers, and is further detrimental to the health, safety, and welfare of the community where the commercial passengers depart from their transportation.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A “no action” alternative would maintain the *status quo ante*.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10718

AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE TITLE XI, CHAPTER 1 TO ADD A NEW SECTION 612 REGULATING SCHEDULED COMMERCIAL PASSENGER TRANSPORTATION WITHIN THE CITY OF PUEBLO, AND PROVIDING PENALTIES THEREFOR

WHEREAS, City Council finds that the purpose and intent of this Ordinance is to provide for the health, safety, and welfare of passengers aboard commercial transportation while in the City; and

WHEREAS, the debarking of commercial passengers other than at a pre-scheduled destination endangers the health, safety, and welfare of the commercial passengers, and is further detrimental to the health, safety, and welfare of the community where the commercial passengers depart from their transportation; NOW, THEREFORE,

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

SECTION 1.

Pueblo Municipal Code Title XI, Chapter 1 is hereby amended to add Section 612 as follows:

Sec. 11-1-612. – Commercial Passenger Vehicles

(a) For purposes of this Section, the following definitions shall apply

(1) “Commercial passenger vehicle” means any vehicle where payment is made, received, or promised for the transportation of any person, including buses, vans, and trucks. For the purpose of Section 1 of this Ordinance, “commercial passenger vehicle” does not include rental cars; ride-sharing services; taxi cabs; or vehicles operated by any government body of the State of Colorado.

(2) “Scheduled destination” means a planned route to a planned destination that can be demonstrated by a departure and arrival schedule, passenger ticket, receipt, or other publicly available document depicting the location where passengers are planned to disembark the commercial passenger vehicle.

(b) It shall be unlawful and a Class II municipal offense for a driver to stop a commercial passenger vehicle in the City for the purpose of unloading passengers other than at a scheduled destination.

(c) The driver of a commercial passenger vehicle shall possess and be able to present documentation demonstrating the passengers will disembark at a scheduled destination.

(d) It shall be unlawful and a Class II municipal offense for a driver to fail or refuse to present documentation demonstrating the scheduled destination.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 13, 2024.

Final adoption of Ordinance by City Council on May 28, 2024.

DocuSigned by:
Mark Aliff
B7A4E51823AB462...

President of City Council

Action by the Mayor:

- ☐ Approved on 5/30/2024 | 7:26 AM MDT.
- ☐ Disapproved on _____ based on the following objections:

DocuSigned by:
Heather Graham
3A85950B7BCA402...

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

DocuSigned by:
Vincent Petkosek
03004C70D3E7439...

Deputy City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE CREATING SECTION 408 OF CHAPTER 1 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE ADDING THE OFFENSE OF POSSESSION OF THEFT TOOLS AND PROVIDING PENALTIES THEREFOR

SUMMARY:

This Ordinance would make it unlawful to possess tools used in commission of crimes if the possessor intends to use said tool in the commission of theft.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

State law includes the crime of "possession of burglary tools" which includes devices used for theft. Effective March 2022, the state reduced this crime from a felony to a 2nd degree misdemeanor.

Loss prevention officers working for local retailers have reported the problems associated with theft from their businesses and the use of tools to overcome anti-theft devices such as hard tags that alert security systems when they are taken beyond a detector at an exit. Loss prevention specialists have further reported that those individuals use these tools as potential weapons when confronted for the theft making the situation more dangerous.

FINANCIAL IMPLICATIONS:

Unknown if any increase in tickets will impact Municipal Court. This would potentially be written as an additional charge on theft tickets, the calls for which the police department is already responding.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Stakeholders have not been approached directly about this Ordinance, however, this topic was discussed at the local meeting of the Colorado Organized Crime Alliance, which is a meeting of local loss prevention specialists and law enforcement.

ALTERNATIVES:

If this Ordinance is not approved the City will not be able to prosecute those using these devices in attempting theft.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10719

AN ORDINANCE CREATING SECTION 408 OF CHAPTER 1 OF
TITLE XI OF THE PUEBLO MUNICIPAL CODE ADDING THE
OFFENSE OF POSSESSION OF THEFT TOOLS AND
PROVIDING PENALTIES THEREFOR

WHEREAS, the City of Pueblo ("City") is a Colorado home rule municipality, with all powers and authority vested under Colorado law; and

WHEREAS, the possession of tools used in the commission of thefts including those used for theft is prohibited by state law; and

WHEREAS, individuals use these tools to cut off, evade, or thwart loss prevention devices making it easier to steal items from retail stores, and many of these items can be used as weapons against loss prevention specialists and employees of retail stores; and

WHEREAS, it is in the public interest to curtail the use of tools during and to assist in the commission of theft; NOW, THEREFORE,

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

SECTION 1.

Section 408 of Chapter 1 of Title XI of the Pueblo Municipal Code is hereby created and enacted to read as follows;

Section 11-1-408 Possession of Theft Tools.

It shall be unlawful and a Class 2 municipal offense for any person to possess any explosive, tool, instrument, or other article adapted, designed, or commonly used for committing or facilitating the commission of an offense involving theft by a physical taking, and intends to use the thing possessed, or knows that some person intends to use the thing possessed, in the commission of such an offense.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective thirty (30) days after final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 13, 2024.

Final adoption of Ordinance by City Council on May 28, 2024.

DocuSigned by:
Mark Duff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 5/30/2024 | 7:27 AM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

DocuSigned by:
Vincent Petkosek
03604C70D3E7439...

Deputy City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor
Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 3 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2025, THROUGH DECEMBER 31, 2025, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a proposed Ordinance which would extend the current negotiated collective bargaining agreement (the "Agreement") between the City of Pueblo and International Association of Firefighters Local No. 3 ("Union") for the calendar year 2025.

PREVIOUS COUNCIL ACTION:

Ordinance No.10541 was passed on August 28, 2023, and approved and enacted the Agreement beginning January 1, 2024. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms.

BACKGROUND:

In 2023, the City of Pueblo and International Association of Firefighters Local 3 negotiated a Collective Bargaining Agreement. The Agreement was reduced to writing, signed by the parties, and enacted by Ordinance. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms provided such election is made on or before June 1, 2024. The extended term for 2025 would be upon the same terms and conditions, except for the following:

Article 10 Wages – Effective January 1, 2025, the monthly pay rate for each class, grade step or position of the employees in the Firefighter classification shall be increased over the amount set by Ordinance establishing the 2024 pay levels by an

amount equal to 7.0%. Wages for all other classifications are increased by a set percentage based upon the top step of Firefighter wage: Engineer (107%), EMO (110%), Fire Inspector (112%), Lieutenant (120%), Captain (130%) and Assistance Fire Chief (150%) ("Promotional Wage Schedule").

FINANCIAL IMPLICATIONS:

As determined pursuant to Article 10 of the Agreement the wage increase cost for 2025 is approximately \$1,330,410 (including associated salary-related benefits and step increases for employees in the Firefighter classification).

Article 24 of the Agreement states that insurance shall be as provided or otherwise determined pursuant to the August 26, 2019, Self-Funded Health Benefit Plan Amendment with any changes in premiums for 2025 determined prior to the end of this year.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

This wage increase is consistent with that negotiated and agreed to during collective bargaining agreement negotiations with the International Association of Firefighters Local No.3.

ALTERNATIVES:

If the City Council shall fail to extend the term of the Agreement, the parties would commence negotiations for a successor agreement and all provisions would be subject to negotiations.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10720

AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 3 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2025, THROUGH DECEMBER 31, 2025, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, pursuant to the requirement of Section 8-14, City Charter, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the firefighters, the International Association of Firefighters Local No. 3, negotiated a collective bargaining agreement commencing January 1, 2024 (the "Agreement"); and

WHEREAS, the Agreement was reduced to writing, signed by the parties, and enacted by Ordinance pursuant to the requirements of Section 8-14(l) of the Charter of the City of Pueblo, Colorado; and

WHEREAS, the Agreement includes a provision that allows the City to extend the contract for two successive one-year terms; and

WHEREAS, Section 3-17 of the City Charter requires that every Council act fixing compensation shall be by Ordinance; and

WHEREAS, Article 10, Section 20 of the Constitution of Colorado (the TABOR Amendment) could be interpreted to require that compensation for each year of the International Association of Firefighters Local No. 3 collective bargaining agreement be authorized by separate Ordinance; NOW, THEREFORE,

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

SECTION 1.

The term of the current collective bargaining agreement by and between the City of Pueblo and the International Association of Firefighters Local No. 3 is hereby extended for an additional one-year term from January 1, 2025 through December 31, 2025 on the same terms and conditions contained therein, except that wages during the extended term shall be as provided or otherwise determined pursuant to Article 10 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described herein.

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 13, 2024.

Final adoption of Ordinance by City Council on May 28, 2024.

DocuSigned by:
Mark Iliff
B7A4F61823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 5/30/2024 | 7:26 AM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:
Heather Graham
3A65950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

DocuSigned by:
Vincent Petkosek
83604C70D3E7439...

Deputy City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MUSCO SPORTS LIGHTING LLC, A COLORADO CORPORATION IN THE AMOUNT OF \$649,894 FOR NEW LIGHTING EQUIPMENT FOR THE CITY PARK BALLFIELDS 3 AND 4 AND THE MINERAL PALACE PARK PICKLEBALL COURTS, AUTHORIZING THE CITY OF PUEBLO'S PURCHASING AGENT TO EXECUTE THE PURCHASING AGREEMENT, CREATING PROJECT NO. CI2440, AND BUDGETING AND APPROPRIATING \$649,894 TO PROJECT NO. CI2440

SUMMARY:

This Ordinance would approve the purchase agreement for lighting equipment for the City Park Ballfields 3 and 4 and the Mineral Palace Park Pickleball Courts.

PREVIOUS COUNCIL ACTION:

City Council approved the Lease Purchase Agreement with Clayton Holdings for this project on April 22, 2024.

BACKGROUND:

Approximately 99% of the City owned softball fields, outdoor basketball courts, and tennis courts consist of metal halide lamps. Metal halide lamps use large quantities of wattage to operate which results in exceptionally high utility expenses to operate annually.

The Parks and Recreation Department has been working on a plan to replace the metal halide lamps with efficient LED lights throughout the City which will result in the reduction of annual utility expenses while providing safer lighting for the recreational facility users.

The Parks and Recreation Department has determined that the softball field lights at

City Park Fields #3 and #4 are a priority for replacement. These lights and wooden poles were installed in the mid to late 1950s and are becoming a maintenance and safety concern.

The Mineral Palace Park Pickleball Courts were constructed in 2022 without lights. The addition of LED lights to this popular recreational facility will increase awareness and popularity of the new courts.

FINANCIAL IMPLICATIONS:

The total for the new LED lighting systems is \$649,894, which will be amortized over five years. The cost will be financed through a lease/purchase agreement with Clayton Holdings, LLC with the first payment in the amount of \$143,269 due on June 1, 2024. The City's obligations under the lease/purchase agreement will be subject to annual appropriation by the City Council. The City will make lease payments through Capital Project C12440 – Athletic Field Lighting Replacement.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the City Council declines to approve this Ordinance, the City will not purchase the new LED sports field and court lighting systems required to maintain the community's expectations for quality and safe recreation experiences.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2024 Purchase Agreement - Sports Lighting - Musco

ORDINANCE NO. 10721

AN ORDINANCE APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MUSCO SPORTS LIGHTING LLC, A COLORADO CORPORATION IN THE AMOUNT OF \$649,894 FOR NEW LIGHTING EQUIPMENT FOR THE CITY PARK BALLFIELDS 3 AND 4 AND THE MINERAL PALACE PARK PICKLEBALL COURTS, AUTHORIZING THE CITY OF PUEBLO'S PURCHASING AGENT TO EXECUTE THE PURCHASING AGREEMENT, CREATING PROJECT NO. CI2440, AND BUDGETING AND APPROPRIATING \$649,894 TO PROJECT NO. CI2440

WHEREAS, the City desires to purchase, acquire, and lease new LED sports lighting systems constituting personal property necessary for the purpose of promoting safe outdoor recreation experiences to the citizens of our community; and

WHEREAS, the City is purchasing the lighting systems through a national cooperative purchasing agreement with Sourcewell Master Project: 199030, Contract Number: 071619-MSL; NOW, THEREFORE,

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

SECTION 1.

The Purchase Agreement between the City of Pueblo, a Colorado Municipal Corporation and Musco Sports Lighting, LLC, a Colorado Corporation, for lighting systems for City Park Ballfields #3 and #4 and the Mineral Palace Park Pickleball Courts in the amount of \$649,894.00, the lease/purchase agreement relating to the equipment already having been approved by City Council, is hereby approved.

SECTION 2.

Funds in the amount of \$649,894 are hereby budgeted and appropriated to Project No. CI2440.

SECTION 3.

City officers and staff are directed and authorized to perform any and all acts consistent with the intent of this Resolution and the Agreement and Escrow Agreements to implement the transactions described herein.

SECTION 4.

This Ordinance shall become effective immediately upon final passage.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 13, 2024.

Final adoption of Ordinance by City Council on May 28, 2024.

DocuSigned by:
Mark Kliff
B7A4F61823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 6/3/2024 | 9:48 AM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:

3A85950B7BCA402...

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

DocuSigned by:
Vincent Petkosek
03804C70D3E7439...

Deputy City Clerk

PURCHASE AGREEMENT

THIS AGREEMENT entered this 22nd day of April 2024 by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as “City”), and Musco Sports Lighting, LLC, a Colorado Corporation (hereinafter referred to as “Company”).

WHEREAS, the equipment referenced herein is being purchased through a national cooperative purchasing agreement with Sourcewell Master Project: 199030, Contract Number: 071619-MSL, and Musco Sports Lighting.

NOW THEREFORE, the Parties hereby agree to the following terms and conditions:

1. In consideration of the payment of the fixed purchase price for the lighting equipment for the City Park Ballfields 3 and 4 and the Mineral Palace Pickleball Courts as provided herein, Company agrees to furnish and deliver to City, complete in every aspect, the equipment listed in the equipment schedule attached hereto as Exhibit A (hereinafter “Equipment”), in accordance and fully complying with and subject to the terms, conditions and requirements set forth in this Purchase Agreement.

2. Company warrants that the Equipment is free from any and all defects, is fit for its intended purpose and complies with all industry standards. In addition, Company represents and warrants that the Equipment meets and complies in all material respects with the Quote attached hereto as Exhibit B and incorporated herein by this reference (the “Quote”). In the event of any conflict between said Quote and the terms of this instrument, this instrument shall control; in the event of any conflict between the Quote and any product literature of Company, or any custom or usage, or standards of any trade association or group relating to the Equipment purchased hereinafter, this instrument and the Quote shall control.

3. (a) The Equipment shall be delivered by Company, at Company’s expense, to such place within the City as shall be designated by the City’s Director of Purchasing and/or Director of Parks and Recreation, within the period between the Early Delivery Date and Deadline as set forth below:

<u>Items</u>	<u>Early Delivery Date</u>	<u>Deadline (outside Delivery Date)</u>
See Exhibit A attached	8 weeks after receiving Purchase Order	12 weeks after receiving Purchase Order

The delivery deadline for any item shall only be extended by the City for delay in delivery caused by (A) unavailability of materials due to war or national emergency, (B) unavailability of transportation for the Equipment to Pueblo, Colorado caused by strike, (C) nuclear detonation or (D) catastrophic acts of God affecting the availability of materials or labor critical to the timely manufacture and the delivery of the Equipment.

(b) Time is of the essence with respect to delivery of the Equipment under this Purchase Agreement.

(c) Risk of loss shall be upon Company until delivery of items to the designated Pueblo location and acceptance of same by the City. Acceptance shall be made by the City only if the items conform to this Purchase Agreement and the Quote, and satisfactorily pass the Performance Test and Requirements set forth in the Quote.

4. A competent representative of Company shall, upon City's request, provide necessary instruction to City's employees as to the operation and use of the Equipment, in Pueblo, Colorado, and at no additional charge to the City.

5. Payment to Company shall be made at the following time and in the following manner: In one lump sum payable upon delivery of Equipment or the funding of the Escrow Account through a Lease Purchase Agreement established with the City of Pueblo and an affiliated leasing company ("Lessor"), whichever occurs later. This Purchase Agreement is made expressly contingent upon City entering into the Lease Purchase Agreement with Lessor; in the event the Lease Purchase Agreement fails to close or proceeds are not made available for the purchase of the Equipment on or before April 30, 2024, this Purchase Agreement shall be deemed terminated and of no effect, and both parties shall be released from all obligations hereunder.

6. Company shall pay for all royalties and licensing of patents for any patented material or product used by Company or incorporated into the equipment purchased under this Purchase Agreement. Company shall also indemnify, defend, and hold City harmless against any and all claims that the Equipment, or any part or portion thereof, infringe upon any patent. City shall: (a) Promptly notify Company of any claim for which indemnification may be sought, (b) cooperate fully in the defense of such claim provided that such cooperation shall not require the incurring of any expense on the part of City, and (c) permit Company to settle or compromise such claim on terms and conditions which, in good faith, it determines to be appropriate; provided, however, that any settlement shall not result in any cost or expense to City nor result in the City being deprived of the use of the equipment reasonably comparable to the infringing equipment.

7. This Purchase Agreement and the rights, title and interests of the parties therein, shall not be assigned or transferred by either party, except upon prior written consent of the other party; provided, however, that Company herein provides and grants such consent to City assigning and transferring this Purchase Agreement and its rights hereunder, or a portion thereof, to any third party leasing or financing source with whom the City agrees, on City's behalf, to provide payment to Company of amounts owed or to be owed by City to Company hereunder, or otherwise relating to City's leasing or financing of the equipment contemplated hereby, and Company hereby agrees to execute all documents reasonably necessary to effect such agreement. In the event of any such assignment by City, City may also assign Company's Performance Bond (if any required).

8. This Purchase Agreement, including the warranties required by the foregoing, constitute the entire agreement between the parties, and there are no representations, conditions, or collateral agreements, expressed or implied, with respect to this Purchase Agreement other than as contained herein, and this Purchase Agreement shall supersede all previous communications, representations, or agreements, either written or oral, between the parties to this Purchase Agreement. This Purchase Agreement may not be modified or changed in any way except by written agreement signed by the persons authorized to sign agreements on behalf of Company and City.

9. This Purchase Agreement shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith. The parties agree that venue for all actions or causes of action relating to or arising from this Purchase Agreement, or the equipment purchased hereunder, shall be in Pueblo County, Colorado. All such actions filed in the District Court, County of Pueblo, State of Colorado, and the parties submit to the jurisdiction of that Court. The parties to this Purchase Agreement hereby waive their rights to a jury trial in the event of any litigation.

(Signatures follow on next page)

Musco Sports Lighting, LLC
A Colorado Corporation

By:

Name: _____

Title: _____

City of Pueblo, a Colorado Municipal Corporation

Naomi Hedden, Director of Purchasing

Balance of Appropriation Exists and
Funds are Available in Escrow Account

Director of Finance

Approved as to form:

City Attorney

EXHIBIT A
EQUIPMENT SCHEDULE

City Park BallFields-30/20 footcandle..... \$510,835
(Field 4:200'/249'/200'r, Field 3: 249'/245'/246'r, Dog Park:180'x100')

Pickleball Courts 1-8-30 footcandles\$139,059
(Courts 1-8: 136' x143' includes future fixture accommodation on 2 poles')

Project Total \$649,894

EXHIBIT B
QUOTES

(Attached to this Page)

Date: 2/2024
To: City of Pueblo

Project: City Park Ballfields
Pueblo, CO
Ref: 188076

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023

Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Delivered to Job Site and Installation

City Park BallFields-30/20 footcandle.....\$510,835

(Field 4:200'/249'/200'r, Field 3: 249'/245'/246'r, Dog Park:180'x100')

Sales tax, bonding, and unloading of the equipment are not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

Guaranteed light levels for 30 Footcandles on the infield and 20 footcandles on the outfield

System Description

- Pre-cast concrete bases with integrated lightning grounding
- Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker® luminaires
- Auxiliary mounting brackets
- UL Listed assemblies

Environmental Light Control

- Spill light minimized
- Off-site glare light minimized

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Installation Services Provided



[See below scope of work]

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC

Fax: 800-374-6402

Email: musco.contracts@musco.com

All purchase orders should note the following:

Sourcewell purchase – contract number: 071619-MSL

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement.
- Structural code and wind speed = 2021 IBC, 115 mi/h, Exposure C.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees, if required.
- Pricing assumes no relocation of existing distribution service.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Stephen Baker

Sales Representative

Musco Sports Lighting, LLC

Phone: 720-614-1115

E-mail: stephen.baker@musco.com



Date: 2/2024
To: City of Pueblo

Project: Mineral Palace Park Pickleball Courts
Pueblo, CO
Ref: 217525

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Pickleball Courts 1-8-30 footcandles\$139,059
(Courts 1-8: 136' x143' includes future fixture accommodation on 2 poles')

Sales tax, bonding, and unloading of the equipment are not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

Guaranteed light levels for Pickleball 30 Footcandles and 2:1 uniformity

System Description

- Pre-cast concrete bases with integrated lightning grounding
- Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires
- Auxiliary mounting brackets
- UL Listed assemblies

Environmental Light Control

- Spill light minimized
- Off-site glare light minimized

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support



Installation Services Provided

[See below scope of work]

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC

Fax: 800-374-6402

Email: musco.contracts@musco.com

All purchase orders should note the following:

Sourcewell purchase – contract number: 071619-MSL

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement.
- Structural code and wind speed = 2021 IBC, 115mi/h, Exposure C.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees, if required.
- Pricing assumes no relocation of existing distribution service.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Stephen Baker

Sales Representative

Musco Sports Lighting, LLC

Phone: 720-614-1115

E-mail: stephen.baker@musco.com





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 28, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: THIS RESOLUTION ACCEPTS THE RESIGNATION OF CHARLES HERNANDEZ AS AN AT-LARGE CITY COUNCILOR AND SETS FORTH THE PROCESS FOR DETERMINING HIS REPLACEMENT.

SUMMARY:

This Resolution accepts the resignation of Charles Hernandez as an at-large City Councilor and sets forth the process for determining his replacement.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On May 18, 2024, Charles Hernandez submitted his resignation from his at-large position on City Council. His resignation creates a vacancy which must be filled.

Per Section 2-6 of the City Charter, any vacancy in an elective office shall be filled by appointment of the Council. Any person appointed to fill a vacancy in an elective office shall have the qualifications required of persons regularly elected and shall hold the office until the next general municipal election, when the vacancy shall be filled by election according to law and until his successor is qualified.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council may accept letters of interest and resumes from any qualified resident of the City of Pueblo interested in filling this position. Details regarding the process can be posted on the City of Pueblo's website.

In the alternative, City Council may choose to immediately appoint someone they believe meets the qualifications of the vacant office without soliciting letters of interest and resumes.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15649

THIS RESOLUTION ACCEPTS THE RESIGNATION OF
CHARLES HERNANDEZ AS AN AT-LARGE CITY COUNCILOR.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The resignation of Charles Hernandez as an at-large City Councilor is hereby accepted.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: May 28, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vincent Petkosek
DEPUTY CITY CLERK