



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

**MONDAY, SEPTEMBER 23, 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 Dr. Carl Wright, Pueblo Center of Worship
and Empowerment

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Pueblo Latino Veterans Legacies of Courage Day: September 28, 2024" - Gloria Gutierrez, Pueblo Latino Veterans Legacies in Courage Committee

E2 Proclamation Presentation: "Creek Week 2024: September 28-October 6, 2024" - Susan Finzel, Fountain Creek Watershed District

E3 Recognition Presentation: "Colorado State Fair Parade Float Awards" - 2024 Colorado State Fair Parade Float Committee

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated September 09, 2024, as distributed.

J1 City Council Minutes September 09, 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 08/14/2024

M. RESOLUTIONS

- M1 A Resolution to unobligate \$1,655,322.82 from fifteen separate projects in Project CI2113 – American Rescue Plan Act for the purpose of reobligating the funds as authorized by the American Rescue Plan Act and the U.S. Treasury Final Rule 31 CFR 35
- M2 A Resolution approving payment in the amount of \$170,000 From Project CI2113 - American Rescue Plan Act for additional costs associated with the Mineral Palace Park Greenhouse renovation project, as authorized by Section 603(c)(1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR §35.6
- M3 A Resolution awarding a construction contract in the amount of \$135,322.25 to Cedar Ridge Landscape, Inc., for Project No. 24-095, ADA Curb Ramps - Phase 1 (CDBG), setting forth \$62,677.75 for contingencies, and authorizing the Purchasing Agent to execute same
- M4 A Resolution approving payment in the amount of \$100,000 from Project CI2113 - American Rescue Plan Act for trail replacement along the Arkansas River and Fountain Creek, as authorized by Section 603(c)(1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR §35.6
- M5 A Resolution ratifying an emergency construction contract in the amount of \$86,294 to SS Concrete & Landscaping, LLC, for Project No. 24-105, Emergency Repairs - United Blvd., and approving the Purchasing Agent's execution of same
- M6 A Resolution authorizing the transfer of budgeted and appropriated funds in the amount of \$80,000 from Project No. CIAN13 - Vehicle Purchase to Project No. CI2448 - Fleet Fuel Site Repair
- M7 A Resolution awarding a construction contract in the amount of \$72,148.00 to Miller Pipeline, LLC and setting forth \$7,214.80 for contingencies and additional work for project no. 24-021R, Lake Minnequa water control gates-rebid and authorizing the Purchasing Agent to execute the same
- M8 A Resolution transferring \$63,069.39 from project no. SW0603, miscellaneous erosion control into project no. SW2301, Lake Minnequa water control gates and authorizing the Purchasing Agent to execute the same
- M9 A Resolution authorizing funds in the amount of \$57,344.86 from the Black Hills Energy Underground Utility Fund to be expended for the purpose of relocating overhead electric facilities underground with respect to the Fire Station #6 Project
- M10 A Resolution ratifying an emergency construction contract in the amount of \$12,136.15 with Parker Excavating, Inc. For Emergency Sanitary sewer point repair at 1243 Eilers Ave, Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same
- M11 A Resolution approving a Hangar Lease Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Posada, dba Alpha West, a Colorado Nonprofit Corporation, and authorizing the Mayor to execute same

- M12 A Resolution authorizing the issuance of a Revocable Permit (REV-24-28) to Grassroots Gravel for the use of the Union Avenue northbound lane on Arkansas River Bridge, B Street between Union Avenue & Mechanic Street to host a cycling event and expo
- M13 A Resolution authorizing the issuance of a Revocable Permit (REV-24-29) to the Pueblo County Government for the purpose of the installation of new EV chargers in the public parking space near the corner of W. 10th Street and Main Street
- M14 A Resolution authorizing the issuance of a Revocable Permit (REV-24-30) to Pueblo Diversified Industries for the use of Alan Hamel Drive from Santa Fe Avenue to Main Street for the purpose of hosting the Harvest Fest and 5K Walk/Run event
- M15 A Resolution authorizing the issuance of a Revocable Permit (REV-24-32) to the Colorado State University - Pueblo for the use of Troy Avenue between Alamosa Drive and Rawlings Blvd.; Rawlings Blvd. from Troy Avenue to Bartley Blvd.; Desert Flower Blvd. from Bartley Blvd. to Walking Stick Blvd.; Walking Stick Blvd. from Bartley Blvd. to Fowler Drive for the purpose of hosting a 5K Walk, Run or Roll event
- M16 A Resolution approving and accepting a Colorado Department of Law Peace Officer Standards and Training (POST) grant, September 1, 2024 through June 30, 2025, establishing project number PS2409, transferring funds not to exceed the amount of \$5,600.00 from projects-to-be-determined in the Public Safety Grants fund
- M17 A Resolution authorizing the City of Pueblo to apply for a 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) and approving a Memorandum Of Understanding concerning receipt and disbursement of funds from said grant and authorizing Mayor Graham to execute same
- M18 A Resolution appointing the City Clerk as the Designated Election Official for the Special Municipal Election to be held on November 5, 2024, and directing the City Clerk to certify the content of the ballot for said election
- M19 A Resolution confirming the appointment by the Mayor of Bryan 'Kent' Shelman to serve a three-year term expiring October 1, 2027 on the Pueblo Regional Building Commission
- M20 A Resolution appointing Councilor Mark Aliff to the Fountain Creek Watershed Flood Control & Greenway District Governing Board
- M21 A Resolution preliminarily determining that the Petition for the Annexation of the 152.27-acre area commonly known as the Jackson Ranch Annexation No. 1, generally located southeast of State Highway 78 and southeast of State Highway 78 and west of the Pastora Ranch Annexation, is valid under the provisions of Colorado Revised Statutes sections 31-12-104(1)(a) and 31-12-107(1), tabling final action on the petition for a period of not more than 180 days, and referring the Petition to the Planning and Zoning Commission for review and recommendation
- M22 A Resolution preliminarily determining that the Petition for the Annexation of the 439.33-acre area commonly known as the Jackson Ranch Annexation No. 2, generally located southeast of State Highway 78 and south of the proposed Jackson Ranch Annexation No. 1, is valid under the provisions of Colorado Revised Statutes sections 31-12-104(1)(a) and 31-12-107(1), tabling final action on the petition for a period of not more than 180 days, and referring the petition to the planning and zoning commission for review and recommendation
- M23 A Resolution establishing Project Account CI2450 - Feasibility City Electric Utility, transferring budgeted and appropriated funds in the amount of \$35,525.16 from Project CI2012 - Energy Advocacy Project to Project CI2450 - Feasibility City Electric Utility and transferring funds in the amount of \$150,000.00 from Public Works Contract Services

10140103-53003 to Project CI2450 - Feasibility City Electric Utility

M24 A Resolution setting and establishing a fee schedule related to the impoundment of abandoned shopping carts

M25 A Resolution amending Section 2 of Resolution No. 14990 which set a schedule of fees to be collected through Chargepoint, Inc., a Delaware Corporation, for public use of City-owned electric vehicle charging stations effective October 1, 2024

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance establishing Project CI2449, PMJC Chiller/Boiler Replacement, transferring \$172,150 from Pueblo Police Department Wages/Police Service account 101-20-2050-20-51030 to Project CI2449, budgeting and appropriating funds in the amount of \$172,150, awarding an agreement for MEP Engineering Services in the amount of \$172,150 to Bridgers & Paxton Consulting Engineers, Inc., for 22-013 Project No.2, Design for PMJC Chiller/Boiler Replacement, and authorizing the Purchasing Agent to execute same

N2 An Ordinance amending T-Hangar and storage unit rental rates at 31501 Bryan Circle at the Pueblo Memorial Airport, in the City and County of Pueblo, and repealing Resolution 9389

N3 An Ordinance approving a Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, and the City of Pueblo, a Colorado Municipal Corporation, for engineering design and related services in connection with the Rehabilitate East (North) Apron (Design) project and authorizing the Mayor to execute same

N4 An Ordinance approving a Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, and the City of Pueblo, a Colorado Municipal Corporation, for engineering design and related services in connection with the Construct Hangar and Rehabilitate Taxilane (Phase 1 Design) project and authorizing the Mayor to execute same

N5 An Ordinance approving a revocable license agreement by and between the City of Pueblo, a Colorado Municipal Corporation and Clean Air Pueblo for the installation of air quality monitors on City Fire Department property

N6 An Ordinance approving and authorizing the execution of a contract for specialized Vanpool Services to the Airport and Southern Industrial Estates between the City of Pueblo and Enterprise Leasing, LLC

N7 An Ordinance amending Section 11-3-11 of the Pueblo Municipal Code regarding liquor licensing application fees

N8 An Ordinance approving a Use Permit and Rental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado State Fair Authority, a subdivision of the State of Colorado, and authorizing the Mayor to execute same

O. APPROVAL OF CONSENT AGENDA

I move to 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 October 15, 2024, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance transferring \$503,915.07 from WW9999 to WWAN03, for Project No. 20-059 (WWAN03) 2021-2023 Sanitary Sewer Point Repair - 250 William White Blvd Project and authorizing the Purchasing Agent to execute the same. - *Introduced September 09, 2024 by Councilor Sarah Martinez*
- R2 An Ordinance approving the transfer, budget and appropriation of \$48,000 from the Airport Improvement Trust Fund to Project Account APAN03 – Vehicles & Equipment for the purpose of purchasing equipment from the Denver International Airport Surplus Sale - *Introduced September 09, 2024 by Councilor Sarah Martinez*
- R3 An Ordinance approving a Memorandum of Understanding between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, Office of Public Safety Communications to continue the established cooperative relationship related to the City's participation in the State Digital Trunked Radio System and the co-location of State equipment installed on city-owned towers and facilities, and authorizing the Mayor to execute same - *Introduced September 09, 2024 by Councilor Sarah Martinez*
- R4 An Ordinance amending the fiscal year 2024 Staffing Ordinance by converting eight (8) full-time vacant Firefighter positions to three (3) Assistant Fire Chief positions and five (5) Fire Lieutenant positions within the authorized staffing of the Fire Department - *Introduced September 09, 2024 by Councilor Sarah Martinez*
- R5 An Ordinance amending the fiscal year 2024 Staffing Ordinance by adding one (1) full-time Fire Lieutenant position to the authorized staffing of the Fire Department - *Introduced September 09, 2024 by Councilor Sarah Martinez*
- R6 An Ordinance approving a Memorandum of Understanding by and between the City of Pueblo, a Colorado Municipal Corporation and the Colorado State Patrol, "BATTLE", Beating Auto Theft Through Law Enforcement Team - *Introduced September 09, 2024 by Councilor Sarah Martinez*
- R7 An Ordinance approving and accepting a grant agreement and applicable conditions pertaining thereto with the Colorado Department of Transportation (CDOT) for the "A Step Towards Reducing Traffic Fatalities" grant, in the amount of \$76,000, from October 1, 2024 through September 30, 2025, establishing project number PS2408, budgeting and appropriating funds into project PS2408, and authorizing Mayor Graham to execute same - *Introduced September 09, 2024 by Councilor Sarah Martinez*
- R8 An Ordinance approving an Agreement to Purchase and Sale of Real Estate between The Bishop of Pueblo, a Corporation Sole, and the City of Pueblo, a Colorado Municipal Corporation, for the purchase of Eastwood Subdivision – Blocks 28 and 33 Rearrangement of Property Boundaries in the amount of \$120,000.00 to be paid from Project No. CI2113 – American Rescue Plan Act, as authorized by Section 603(A) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35 and authorizing the Mayor to execute the same - *Introduced September 09, 2024 by Councilor Sarah Martinez*
- R9 An Ordinance amending Article 6, Chapter 1, of title XI of the Pueblo Municipal Code to allow for the lawful concealed carry of firearms within Pueblo City Hall - *Introduced September 09, 2024 by Councilor Sarah Martinez*
- R10 An Ordinance approving an amendment to the Animal Services Contract between the City of Pueblo, a Colorado Municipal Corporation and Pueblo County, a Political Subdivision of the State of Colorado, and the Humane Society of the Pikes Peak Region, a Colorado non-profit corporation dated January 1, 2023 to increase the compensation by \$100,000 to help offset the costs of an increased need for services; budgeting and appropriating \$100,000 to the non-departmental account; and authorizing the Mayor to execute said amendment -

Introduced September 09, 2024 by Councilor Sarah Martinez

S. QUASI-JUDICIAL ORDINANCES - FINAL PRESENTATION

- S1 An Ordinance approving and adopting a 2024 addendum to the Pueblo Regional Comprehensive Plan for the physical development of Pueblo, a Colorado Municipal Corporation - *Introduced September 09, 2024 by Councilor Sarah Martinez*
- S2 An Ordinance amending zoning restrictions to rezone approximately 1.4-acres located at 1003 Liberty Lane from R-1, Single-Family Zone District to R-5, Mixed Residential and Office Zone District - *Introduced September 09, 2024 by Councilor Sarah Martinez*
- S3 An Ordinance amending zoning restrictions to rezone approximately 14.08-acres generally located west of Jerry Murphy Road and north of Bluestem Boulevard from R-2, Single Family Residential Zone District, to S-1, Government Use Zone District - *Introduced September 09, 2024 by Councilor Sarah Martinez*
- S4 An Ordinance approving Fire Station No. 8 Subdivision - *Introduced September 09, 2024 by Councilor Sarah Martinez*
- S5 An Ordinance amending zoning restrictions to rezone .48-acres of land at 3002 South Prairie Avenue from R-2, Single Family Residential Zone District to I-2, Industrial Zone District - *Introduced September 09, 2024 by Councilor Sarah Martinez*
- S6 An Ordinance vacating a portion of a drainage easement located 1315 East 7th Street - *Introduced September 09, 2024 by Councilor Sarah Martinez*
- S7 An Ordinance vacating a portion of a drainage easement located in Lot 1, Block 2, North Vista, Highlands, Filing No. 2 - *Introduced September 09, 2024 by Councilor Sarah Martinez*
- S8 An Ordinance approving the North Vista Highlands, Filing No. 9, a Special Area Plan subdivision located south of Home of Heros Parkway and west of Walking Stick Boulevard - *Introduced September 09, 2024 by Councilor Sarah Martinez*
- S9 An Ordinance approving a Special Area Plan for the North Vista Highlands, Filing No. 9 - *Introduced September 09, 2024 by Councilor Sarah Martinez*

T. ORDINANCE - PRESENTATION AFTER VETO

- T1 Ordinance No. 10778 designating 330 South City Park Avenue, City Park Bath House, as a Local Historic Landmark

U. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor Roger Gomez may ask to be excused from the meeting due to a conflict of interest with agenda item number U-1

- U1 A Citizen filed an ethics complaint against Councilor Roger Gomez

V. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, SEPTEMBER 9, 2024 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Aliff called the meeting to order at 7:16 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: Dennis Flores.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

- Augustine Garcia - 501c3
- Bill Genovese - Needles/Illegals/children
- Christi Bynum - Sweeps
- Amanda Welty-Soto - Homeless Sweeps
- Kirsten Nicholas - Homeless & Disabled Access
- Doug Crow - Vehicle Noise

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

Mayor Graham reviewed the 4th St to 8th St cleanup, departments who aided in the cleanup, and the 430 tons of trash taken out of the area. She also detailed the number of beds available at the shelter every night of the cleanup. \$16.7 million dollars has been committed over the past

four years for unhoused support services.

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Martinez, seconded by Councilor Maestri, moved to move items M3, M14, and N19 to the consent agenda and to approve the agenda as amended.

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

J. READING AND APPROVAL OF MINUTES

Councilor Maestri, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Special Meeting dated **August 14, 2024** and the Regular Meeting dated **August 26, 2024** as distributed.

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

J1 CITY COUNCIL SPECIAL MEETING MINUTES 08/14/2024

J2 CITY COUNCIL MEETING MINUTES 08/26/2024

K. PUBLIC HEARINGS

K1 PUBLIC HEARING FOR THE PURPOSE OF RECEIVING PUBLIC TESTIMONY AS IT PERTAINS TO CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE WEST PUEBLO URBAN RENEWAL PLAN AND THE COLORADO SMELTER URBAN RENEWAL PLAN REQUIRED COUNCIL ACTION: OPEN THE HEARING, RECEIVE PUBLIC TESTIMONY, AND CLOSE THE HEARING. REFERENCE ITEMS R17 AND R18

PUBLIC HEARING:

- A woman from Bessemer appeared in person to speak in favor of these ordinances
- Pam Cokeman appeared in person to speak in favor of these ordinances
- Dimitri Martin appeared in person to speak in favor of these ordinances

Seeing no one else wished to speak, President Aliff closed the public hearing.

L. CONSENT AGENDA

M. RESOLUTIONS

M1 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$903,508.35 TO FORTIS GENERAL CONTRACTING, FOR PROJECT NO. 24-055, MINERAL PALACE GREENHOUSE CONSTRUCTION, SETTING FORTH \$126,224.00 FOR CONTINGENCIES, AND AUTHORIZING

THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15738.

- M2 A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$298,114.97 TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 24-030, ASPHALT AND UTILITY IMPROVEMENTS – DILLON DRIVE (RR BRIDGE TO EAGLERIDGE BOULEVARD), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15739.

- M4 A RESOLUTION TRANSFERRING \$78,231.26 TO PROJECT NO. CD2014 FOR THE MITCHELL PARK GAZEBO INSTALLATION. THE FUNDS SHALL BE TRANSFERRED FROM PROJECT NO. CD2018**

This Resolution was assigned as 15740.

- M5 A RESOLUTION TRANSFERRING \$903.20 TO PROJECT NO. HO1650 FOR SEWER REPAIRS AND RELATED RESTORATION TO NANCY'S PLACE YOUTH TRANSITIONAL HOUSING AT 2105 NORMAN LN. THE FUNDS SHALL BE TRANSFERRED FROM PROJECT NO. HO2150**

This Resolution was assigned as 15741.

- M6 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF JEAN LATKA TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)**

This Resolution was assigned as 15742.

- M7 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF DAN WHITE TO THE PLUMBING BOARDS OF APPEALS - CONTRACTOR POSITION**

This Resolution was assigned as 15743.

- M8 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JOSH ALLISON TO COMPLETE A THREE-YEAR TERM EXPIRING ON SEPTEMBER 30, 2025 ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE.**

This Resolution was assigned as 15744.

- M9 A RESOLUTION RATIFYING THE PCCLD SELECTION COMMITTEE'S JOINT APPOINTMENT OF JESSI ONES TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES**

This Resolution was assigned as 15745.

- M10 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-23) TO THE PUEBLO FARMERS MARKET, LLC, FOR THE USE OF ALAN HAMEL AVENUE FROM MAIN STREET TO DRIVEWAY AT HARP TO HOST A FARMERS MARKET AND MOVIE ON THE RIVERWALK**

This Resolution was assigned as 15746.

- M11 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-26) TO THE P.L.A.C.E. (PUEBLO'S LEGACY AND COMMUNITY EXPERIENCE) PROJECT FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG CLEMSON AVENUE FROM LEHIGH AVENUE TO FORDHAM CIRCLE**

FOR THE PURPOSE OF FACILITATING A COMMUNITY BLOCK PARTY

This Resolution was assigned as 15747.

M12 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-27) TO THE WALTER BREWING COMPANY FOR THE USE OF A PORTION OF ONEIDA STREET TO HOST THEIR 3RD ANNUAL OKTOBERFEST EVENT

This Resolution was assigned as 15748.

M13 A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SPECIALIZED TRANSPORTATION RELOCATION STUDY UPDATE TO STANTEC CORP

This Resolution was assigned as 15749.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE TRANSFERRING \$503,915.07 FROM WW9999 TO WWAN03, FOR PROJECT NO. 20-059 (WWAN03) 2021-2023 SANITARY SEWER POINT REPAIR - 250 WILLIAM WHITE BLVD PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

N2 AN ORDINANCE APPROVING THE TRANSFER, BUDGET AND APPROPRIATION OF \$48,000 FROM THE AIRPORT IMPROVEMENT TRUST FUND TO PROJECT ACCOUNT APAN03 – VEHICLES & EQUIPMENT FOR THE PURPOSE OF PURCHASING EQUIPMENT FROM THE DENVER INTERNATIONAL AIRPORT SURPLUS SALE

N3 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, OFFICE OF PUBLIC SAFETY COMMUNICATIONS TO CONTINUE THE ESTABLISHED COOPERATIVE RELATIONSHIP RELATED TO THE CITY'S PARTICIPATION IN THE STATE DIGITAL TRUNKED RADIO SYSTEM AND THE CO-LOCATION OF STATE EQUIPMENT INSTALLED ON CITY-OWNED TOWERS AND FACILITIES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N4 AN ORDINANCE APPROVING AND ADOPTING A 2024 ADDENDUM TO THE PUEBLO REGIONAL COMPREHENSIVE PLAN FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

N5 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 1.4-ACRES LOCATED AT 1003 LIBERTY LANE FROM R-1, SINGLE-FAMILY ZONE DISTRICT TO R-5, MIXED RESIDENTIAL AND OFFICE ZONE DISTRICT

- N6 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 14.08-ACRES GENERALLY LOCATED WEST OF JERRY MURPHY ROAD AND NORTH OF BLUESTEM BOULEVARD FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT, TO S-1, GOVERNMENT USE ZONE DISTRICT**
- N7 AN ORDINANCE APPROVING FIRE STATION NO. 8 SUBDIVISION**
- N8 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE .48-ACRES OF LAND AT 3002 SOUTH PRAIRIE AVENUE FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT**
- N9 AN ORDINANCE VACATING A PORTION OF A DRAINAGE EASEMENT LOCATED 1315 EAST 7TH STREET**
- N10 AN ORDINANCE VACATING A PORTION OF A DRAINAGE EASEMENT LOCATED IN LOT 1, BLOCK 2, NORTH VISTA, HIGHLANDS, FILING NO. 2**
- N11 AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 9, A SPECIAL AREA PLAN SUBDIVISION LOCATED SOUTH OF HOME OF HEROS PARKWAY AND WEST OF WALKING STICK BOULEVARD**
- N12 AN ORDINANCE APPROVING A SPECIAL AREA PLAN FOR THE NORTH VISTA HIGHLANDS, FILING NO. 9**
- N13 AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY CONVERTING EIGHT (8) FULL-TIME VACANT FIREFIGHTER POSITIONS TO THREE (3) ASSISTANT FIRE CHIEF POSITIONS AND FIVE (5) FIRE LIEUTENANT POSITIONS WITHIN THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT**
- N14 AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME FIRE LIEUTENANT POSITION TO THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT**
- N15 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO STATE PATROL, "BATTLE", BEATING AUTO THEFT THROUGH LAW ENFORCEMENT TEAM**

N16 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF \$76,000, FROM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025, ESTABLISHING PROJECT NUMBER PS2408, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2408, AND AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME

N17 AN ORDINANCE APPROVING AN AGREEMENT TO PURCHASE AND SALE OF REAL ESTATE BETWEEN THE BISHOP OF PUEBLO, A CORPORATION SOLE, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE PURCHASE OF EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES IN THE AMOUNT OF \$120,000.00 TO BE PAID FROM PROJECT NO. CI2113 – AMERICAN RESCUE PLAN ACT, AS AUTHORIZED BY SECTION 603(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N18 AN ORDINANCE AMENDING ARTICLE 6, CHAPTER 1, OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO ALLOW FOR THE LAWFUL CONCEALED CARRY OF FIREARMS WITHIN PUEBLO CITY HALL

O. APPROVAL OF CONSENT AGENDA

Councilor Maestri, seconded by Councilor Gomez, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for September 23, 2024, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

M3 A RESOLUTION AWARDDING A PUBLIC TRANSPORTATION ROUTE STUDY CONTRACT IN THE AMOUNT OF \$200,000 TO DEVELOP A POTENTIAL COMMUTER SHUTTLE TO THE PUEBLO AIRPORT INDUSTRIAL COMPLEX AIMED AT PROVIDING EFFICIENT WORKFORCE TRANSPORTATION BENEFITTING ECONOMICALLY DISADVANTAGED INDIVIDUALS

This item was removed from the consent agenda.

A staff report and detailed review of the Resolution was given by Chuck Lopez, Pueblo Transit Operations.

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez,

Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15750.

M14 A RESOLUTION AMENDING THE PUEBLO MUNICIPAL CODE, APPENDIX A - LEGISLATIVE PROCEDURES AND RULES OF COUNCIL TO CREATE A POLICY AND PROCEDURE FOR COUNCIL MEMBERS' PROPOSED ORDINANCES

This item was removed from the consent agenda.

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

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

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

N19 AN ORDINANCE APPROVING AN AMENDMENT TO THE ANIMAL SERVICES CONTRACT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND THE HUMANE SOCIETY OF THE PIKES PEAK REGION, A COLORADO NON-PROFIT CORPORATION DATED JANUARY 1, 2023 TO INCREASE THE COMPENSATION BY \$100,000 TO HELP OFFSET THE COSTS OF AN INCREASED NEED FOR SERVICES; BUDGETING AND APPROPRIATING \$100,000 TO THE NON-DEPARTMENTAL ACCOUNT; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT

This item was removed from the consent agenda.

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

Councilor Martinez, seconded by Councilor Maestri, motioned to amend the Ordinance to read, "An Ordinance approving an amendment to the Animal Services Contract between the City of Pueblo, a Colorado Municipal Corporation and Pueblo County, a Political Subdivision of the State of Colorado, and the Humane Society of the Pikes Peak Region, a Colorado non-profit corporation dated January 1, 2023 to increase the compensation by \$100,000 to help offset the costs of an increased need for services; budgeting and appropriating \$100,000 to the non-departmental account; and authorizing the Mayor to execute said amendment," to pass the ordinance as amended, setting the public hearing for September 23, 2024, and order the ordinance to be published BY TITLE.

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

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE PUEBLO CHORAL SOCIETY IN THE AMOUNT OF \$2,500 TO SPONSOR THE 4TH ANNUAL OLD FASHIONED CHRISTMAS ON DECEMBER 13, 2024, AT MEMORIAL HALL

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

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

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

This Resolution was assigned as 15751.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO LATINO CHAMBER DEVELOPMENT FOUNDATION IN THE AMOUNT OF \$1,000 TO SPONSOR THE 17TH ANNUAL LATINO LIFETIME ACHIEVEMENT AWARD CEREMONY ON THURSDAY, SEPTEMBER 19, 2024, AT 11:30 AM IN THE OCCHIATO BALLROOM ON THE CSU PUEBLO CAMPUS

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

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

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

This Resolution was assigned as 15752.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE CREATING AND RESERVING SECTIONS 7-3-52 THROUGH 7-3-61 FOR FUTURE ADDITIONS TO THE PUEBLO MUNICIPAL CODE AND CREATING A NEW ARTICLE V CONTAINING SECTIONS 7-3-62 THROUGH 7-3-72 OF CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE REGULATING THE USE AND MANAGEMENT OF SHOPPING CARTS WITHIN THE CITY

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

PUBLIC HEARING:

- Elvis Martinez appeared in person to speak against this ordinance

Seeing no one else wished 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:** Councilor Boston, Councilor Flores, Councilor Latino, Councilor Martinez. **Nays:** President Aliff, Councilor Gomez, Councilor Maestri. Motion Passed 4-3.

This Ordinance was assigned as 10773.

R2 AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-051-2024 FROM THE

UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF \$239,529 FOR COSTS RELATED TO THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (PHASE I DESIGN) PROJECT AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING \$239,529 TO PROJECT NO. AP1804 – SOUTH T-HANGAR #1, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10774.**

R3 AN ORDINANCE APPROVING LEASE NO. GS-08P-LCO00780 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE UNITED STATES OF AMERICA TO LEASE SPACE AT THE PUEBLO MEMORIAL AIRPORT FOR USE BY THE TRANSPORTATION SECURITY ADMINISTRATION (TSA), AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10775.**

R4 AN ORDINANCE APPROVING THE LA BELLA PIAZZA SUBDIVISION GENERALLY LOCATED SOUTH OF WEST PUEBLO BOULEVARD AND WEST OF GRANADA BOULEVARD

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 #S23-10 dated March 13, 2024, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Blain Berkins appeared in person to speak in favor of this ordinance

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

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

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

This Ordinance was assigned as **10776**.

R5 AN ORDINANCE ESTABLISHING 2025 PUEBLO RURAL TRANSPORTATION PLANNING PROJECT, TP2402, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$12,000 FOR SAID PROJECT

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10777**.

R6 AN ORDINANCE DESIGNATING 330 SOUTH CITY PARK AVENUE, CITY PARK BATH HOUSE, AS A LOCAL HISTORIC LANDMARK

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 and Historic Preservation Commission documents for this item, Case #HPC24-07 dated August 21, 2024, be made part of the record for this hearing. So ordered by President Aliff. Letters from various members of the public were entered into the record as Exhibit 1.

PUBLIC HEARING:

- George Koncilja appeared in person to speak in favor of this ordinance
- Brett Verna appeared in person to speak in favor of this ordinance
- Mark Mihelage appeared in person to speak in favor of this ordinance
- James Koncilja appeared in person to speak in favor of this ordinance
- Jan Shrainer appeared in person to speak in favor of this ordinance
- Steven Meier appeared in person to speak against this ordinance
- Jim Valentine appeared in person to speak against this ordinance
- Amy Herting Smith appeared in person to speak against this ordinance
- Charles Roy appeared in person to speak against this ordinance
- Mike Galley appeared in person to speak against this ordinance

Seeing no one else wished 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:** Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Martinez. **Nays:** President Aliff, Councilor Boston, Councilor Maestri. Motion Passed 4-3.

This Ordinance was assigned as 10778.

R7 AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 COMMENCING JANUARY 1, 2025, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

- Jimmy Quintana appeared in person to speak in favor of this ordinance
- Brett Verna appeared in person to speak in favor of this ordinance

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

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

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

This Ordinance was assigned as 10779.

R8 AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION TO THE AUTHORIZED STAFFING OF THE POLICE DEPARTMENT ENTITLED COMMUNITY INITIATIVE TO REDUCE VIOLENCE (CIRV) PROGRAM MANAGER

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10780.

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
THE COMMUNITY INITIATIVE TO REDUCE VIOLENCE (CIRV) PROGRAM
MANAGER**

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10781.

**R10 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO
MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., TO
RENDER PROFESSIONAL ENGINEERING SERVICES RELATED TO THE
DESIGN OF THE DIGESTER COVERS AND MIXING SYSTEM REPLACEMENT,
POLYMER SYSTEM REPLACEMENT, AND PHASE 4 ELECTRICAL
IMPROVEMENTS**

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10782.

**R11 AN ORDINANCE AMENDING APPROPRIATIONS AND COMPILING
PREVIOUS AMENDMENTS TO THE GENERAL FUND, SPECIAL REVENUE
FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE
FUNDS AND CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2023 AND
AMENDING THE BUDGET FOR THE YEAR 2023**

A staff report and detailed review of the Ordinance was given by Danny Nunn, Acting Director of Finance.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10783.

R12 AN ORDINANCE RESCINDING ORDINANCE 10714, ESTABLISHING PROJECT NO. LT2409 - ELIZABETH STREET PARKWAY OUTDOOR BASKETBALL COURTS MURAL PROJECT, AND BUDGET AND APPROPRIATE FUNDS IN THE AMOUNT OF \$10,000 TO PROJECT NO. CI2447

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10784.

R13 AN ORDINANCE AMENDING ARTICLE 73, CHAPTER 3, OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO AMEND LICENSE TYPES TO ACCOMMODATE CHANGES IN COLORADO REVISED STATUTES CREATING LIQUOR LICENSES OF ENTERTAINMENT FACILITY LICENSE AND LODGING FACILITY LICENSE AND REPEALING THE LODGING AND ENTERTAINMENT FACILITY LICENSE

A staff report and detailed review of the Ordinance was given by Marisa Stoller, City Clerk.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10785.

R14 AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT SAR M086-094 (24468) FOR THE HAAFF ELEMENTARY SAFE ROUTES TO SCHOOLS PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$91,816.00 AND

AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10786.

R15 AN ORDINANCE ESTABLISHING PROJECT DT2401, WEST SIDE CONNECTOR (FHWA), APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION, BUDGETING AND APPROPRIATING FUNDS FROM THE RAISE GRANT PROGRAM - AWARD NUMBER 693JJ32440495 IN THE AMOUNT OF \$16,834,725.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10787.

R16 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND CITIZEN ENERGY, LLC, A DISTRICT OF COLUMBIA LIMITED LIABILITY COMPANY, REGARDING MEMBER AGENCY MATCH FUNDING FOR THE U.S. DEPARTMENT OF TRANSPORTATION' CHARGING AND FUELING INFRASTRUCTURE DISCRETIONARY GRANT OPPORTUNITY

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

PUBLIC HEARING:

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

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

presentation.

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

This Ordinance was assigned as **10788.**

R17 AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE WEST PUEBLO URBAN RENEWAL PLAN

A staff report and detailed review of the Ordinance was given by Jerry Pacheco, PURA Director.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10789.**

R18 AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE COLORADO SMELTER URBAN RENEWAL PLAN

A staff report and detailed review of the Ordinance was given by Jerry Pacheco, PURA Director.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10790.**

S. COUNCIL MEMBER CONFLICT OF INTEREST

T. COMMUNICATIONS

T1 A CITIZEN FILED AN ETHICS COMPLAINT AGAINST COUNCILOR JOE LATINO

Councilor Latino was recused for a conflict of interest.

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

Councilor Maestri, seconded by Councilor Gomez, moved to accept the communication.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

Councilor Maestri, seconded by Councilor Gomez, moved to dismiss the complaint.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

U. ADJOURN

President Aliff adjourned the meeting at 12:08 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M. Stoller", written in a cursive style.

Marisa Stoller
City Clerk

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday August 14, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent:

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

Staff Members Absent:

Approval of the Agenda: Bailey motioned to approve the agenda, moving TA-22-01 to September 11, 2024, seconded by Maestri.

Motion Passed: 7-0

Public Meeting:

1. MSP-24-02 Master Sign Plan: Review of Kaiser Permanente, Master Sign Plan request for 3107 Bonaventure Ct. Staff report by Bart Mikitowicz, Senior Planner.

Commission Action: Bailey motioned to approve MSP application, seconded by Maestri.

Motion Passed: 7-0

Public Hearings:

1. CP-24-01 Comprehensive Plan Amendment: Amendment to the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Plan for 1003 Liberty Ln. Amend the future land use designation from Suburban Neighborhood to Urban Neighborhood. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicant Jeff Neulieb, Kephart, Land Planner, Architect, was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council seconded by Maestri.

Motion Passed: 7-0.

2. Z-24-11 Rezone: 1003 Liberty Lane, 1.47 acres from R-1, Single Family Residential to R-5, Multiple Residential and Office District. Staff report by Beritt Odom.

Hearing: Applicant Jeff Neulieb, Kephart, Land Planner, Architect, remained sworn in and spoke in support of the application. No one appeared in opposition.

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

Motion Passed: 7-0.

3. Z-24-13 Rezone: 3002 S. Prairie Ave., .48 acres from R-2, Single Family Residential to I-2, Industrial District. Staff Report by Berit Odom, Principal Planner.

Hearing: Applicant Randy Reeves Cardinal Points Surveying was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council with one (1) staff condition, seconded by Aznar.

Motion Passed: 7-0.

4. S-22-07 Subdivision: Belmont Place, Filing No.1, Subdivision of 113 acres into six commercial lots and non-buildable parcels for future development. Generally located East of Troy Ave, South of Hwy. 50 and North of Constitution Ave. Staff report by Beritt Odom, Principal Planner.

Hearing: Joe Gagliano, Gagliano Engineering, was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council with conditions one - three (1-3), seconded by Spinuzzi.

Motion Passed: 7-0.

5. V-24-02 Drainage Easement Vacation: A vacation of 3,070 square feet of a drainage easement located at the 1315 E. 7th St. Lucero Library Branch. Staff report by Mikaylin Hackley, Planner.

Hearing: Applicant John Chrisman, Chrisman Engineering was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council with one (1) staff condition, seconded by Spinuzzi.

Motion Passed: 7-0.

6. GU-24-01 Government Use Site Plan Review: A site plan review of a 2,500 square foot addition to the Lucero Library Branch building located at 1315 E. 7th St. Staff report by Mikaylin Hackley, Planner.

Hearing: Applicant John Chrisman, Chrisman Chrisman Engineering remained sworn in in spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council, seconded by Aznar.

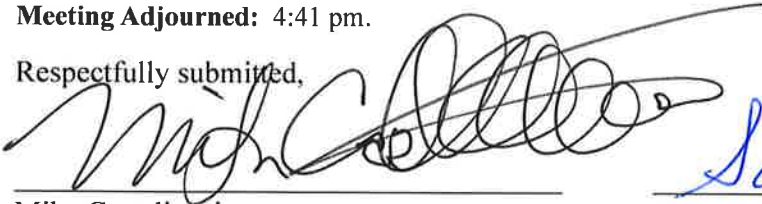
Motion Passed: 7-0.

Approval of Minutes from July 10, 2024, by Bailey, seconded by Aznar.

Old/New Business: Beritt Odom informed the Board of a change in Work session from September 25, 2024, to September 21, 2024.

Meeting Adjourned: 4:41 pm.

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.



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Danny Nunn

SUBJECT: A RESOLUTION TO UNOBLIGATE \$1,655,322.82 FROM FIFTEEN SEPARATE PROJECTS IN PROJECT CI2113 – AMERICAN RESCUE PLAN ACT FOR THE PURPOSE OF REOBLIGATING THE FUNDS AS AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT AND THE U.S. TREASURY FINAL RULE 31 CFR 35

SUMMARY:

This Resolution unobligates \$1,655,322.82 from fifteen projects in American Rescue Plan Act (“ARPA”) funds for the purpose of re-obligating the funds as authorized by ARPA and the U.S. Treasury Final Rule CFR 35.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI-2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from ARPA funds for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024, (to be expended by December 31, 2026).

BACKGROUND:

Fifteen different projects were approved by Resolution or Ordinance between 2021 and 2023 as set forth in the table below. Some of these projects have been completed and still have funds available. Some projects have subrecipient agreements that have expired or been terminated with funds remaining.

Resolution/ Ordinance	Project	Amount Unobligated
1 Resolution 14999	 Parks and Rec Trash Truck	 \$18,457.12

2	Resolution 14854/14967	HR Comprehensive Study	\$23,750.00
3	Resolution 15463	City Council Chambers IT Upgrades	\$710.95
4	Resolution 15100	Neighborhood Connectivity Trail	\$100,000.00
5	Resolution 15100	Parks and Rec Mowing and Spraying Equipment	\$70,161.28
6	Resolution 14965	Airport parking lot resurfacing	\$600,000.00
7	Resolution 14854	Gateway Arches	\$750,000.00
8	Resolution 15225	Code Enforcement Skid Steer	\$35,766.41
9	Resolution 15282	Skateboard Park	\$44,955.12
10	Resolution 14708	CI2118 PFP Community Gardens	\$68.31
11	Ordinance 10236	American GI Forum	\$632.53
12	Ordinance 10156	Southeastern Colorado	\$8,150.35
13	Ordinance 10169	Co-Create	\$319.66
14	Ordinance 10008	RMSER Jobs for Progress	\$1,079.87
15	Ordinance 10154	PCC Industrial Sewing Training	\$1,271.22

FINANCIAL IMPLICATIONS:

Unobligated funds in the total amount of \$1,655,322.82 will be available for re-obligation from Project No. 2113 – American Rescue Plan Act.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

The City Council could decide not unobligated the remaining funds from the fifteen ARPA projects listed above.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION TO UNOBLIGATE \$1,655,322.82 FROM FIFTEEN SEPARATE PROJECTS IN PROJECT CI2113 – AMERICAN RESCUE PLAN ACT FOR THE PURPOSE OF REOBLIGATING THE FUNDS AS AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT AND THE U.S. TREASURY FINAL RULE 31 CFR 35

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$1,655,322.82 are hereby unobligated from the fifteen projects in Project CI2113 – American Rescue Plan Act listed below:

	Resolution/ Ordinance	Project	Amount Unobligated
1	Resolution 14999	Parks and Rec Trash Truck	\$18,457.12
2	Resolution 14854/14967	HR Comprehensive Study	\$23,750.00
3	Resolution 15463	City Council Chambers IT Upgrades	\$710.95
4	Resolution 15100	Neighborhood Connectivity Trail	\$100,000.00
5	Resolution 15100	Parks and Rec Mowing and Spraying Equipment	\$70,161.28
6	Resolution 14965	Airport parking lot resurfacing	\$600,000.00
7	Resolution 14854	Gateway Arches	\$750,000.00
8	Resolution 15225	Code Enforcement Skid Steer	\$35,766.41
9	Resolution 15282	Skateboard Park	\$44,955.12
10	Resolution 14708	CI2118 PFP Community Gardens	\$68.31
11	Ordinance 10236	American GI Forum	\$632.53
12	Ordinance 10156	Southeastern Colorado	\$8,150.35
13	Ordinance 10169	Co-Create	\$319.66
14	Ordinance 10008	RMSER Jobs for Progress	\$1,079.87
15	Ordinance 10154	PCC Industrial Sewing Training	\$1,271.22

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: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 23, 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: A RESOLUTION APPROVING PAYMENT IN THE AMOUNT OF \$170,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR ADDITIONAL COSTS ASSOCIATED WITH THE MINERAL PALACE PARK GREENHOUSE RENOVATION PROJECT, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR §35.6

SUMMARY:

This Resolution authorizes payment in the amount of \$170,000 from Project CI2113 American Rescue Plan Act ("ARPA") for additional costs associated with the Mineral Palace Park Greenhouse Renovation project. This payment is authorized by section 603 (c)(1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR §35.6.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024 (to be expended by December 31, 2026).

By Resolution 14854, City Council approved the payment of \$1,500,000 from Project No. CI2113 for the Mineral Palace Park Greenhouse Renovation Project.

BACKGROUND:

ARPA authorized a revenue replacement calculation that would allow state and local governments to use a portion of ARPA allocation for government services. The City of Pueblo has calculated lost revenue of \$9,409,304.

City Council previously approved this project and the project is in progress. Additional funds are necessary for the purchase of the greenhouses from the manufacturer.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$170,000 will be paid out of Project CI2113 - American Rescue Plan.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to authorize the additional funds for the greenhouses.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION APPROVING PAYMENT IN THE AMOUNT OF \$170,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR ADDITIONAL COSTS ASSOCIATED WITH THE MINERAL PALACE PARK GREENHOUSE RENOVATION PROJECT, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR §35.6

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plant Act (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(C) and the Final Rule 31 CFR 35.6 recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds on governmental services pursuant to the revenue replacement calculation; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$170,000 is hereby authorized from Project CI2113 – American Rescue Plan for the Mineral Palace Park Greenhouse Renovation Project.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 23, 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 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$135,322.25 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-095, ADA CURB RAMPS - PHASE 1 (CDBG), SETTING FORTH \$62,677.75 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Cedar Ridge Landscape Inc., for Project No. 24-095, ADA Curb Ramps Phase 1 (CDBG).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of ADA Curb Ramps and Sidewalk Improvements in the Belmont neighborhood area.

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

FINANCIAL IMPLICATIONS:

Funding (including contingencies), in the amount of \$198,000, will be paid from Project Account CD2310, ADA Curb Ramps - State Fair.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-095 Bid Summary

RESOLUTION NO.

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$135,322.25 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-095, ADA CURB RAMPS - PHASE 1 (CDBG), SETTING FORTH \$62,677.75 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-095, ADA Curb Ramps - Phase 1 (CDBG) have been received and examined; AND,

WHEREAS, the proposal of Cedar Ridge Landscape, Inc., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-095, ADA Curb Ramps - Phase 1 (CDBG) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-095, ADA Curb Ramps - Phase 1 (CDBG) to be performed, and the contract for said project is hereby awarded to Cedar Ridge Landscape, Inc., in the amount of \$135,322.25.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$62,677.75

SECTION 4.

Funding, in the amount of \$198,000 shall be from Project Account CD2310 ADA Curb Ramps - State Fair.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



City of Pueblo
Purchasing

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

EVALUATION TABULATION
IFB No. 24-095 (CD2310)
ADA Curb Ramps - Phase 1 (CDBG)
RESPONSE DEADLINE: August 28, 2024 at 10:00 am
Report Generated: Wednesday, August 28, 2024

VENDOR TOTALS

Vendor	Base Bid	Bid Alternate No. 1	Total
Cedar Ridge Landscape, Inc	\$109,473.50	\$25,848.75	\$135,322.25
Nunez Construction, Inc	\$112,157.75	\$34,334.75	\$146,492.50
A 5 Construction	\$114,765.20	\$32,294.10	\$147,059.30
WGM Land Design. LLC	\$261,935.98	\$69,939.83	\$331,875.81

EVALUATION TABULATION
IFB No. 24-095 (CD2310)
ADA Curb Ramps - Phase 1 (CDBG)

BASE BID

BASE BID					A 5 Construction		Cedar Ridge Landscape, Inc		Nunez Construction, Inc		WGM Land Design. LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	1024	SF	\$4.00	\$4,096.00	\$1.75	\$1,792.00	\$3.00	\$3,072.00	\$19.02	\$19,476.48
X	2	Remove Curb and Gutter	484	LF	\$9.00	\$4,356.00	\$6.00	\$2,904.00	\$10.00	\$4,840.00	\$12.78	\$6,185.52
X	3	Remove Concrete	1968	SF	\$4.00	\$7,872.00	\$1.50	\$2,952.00	\$3.00	\$5,904.00	\$15.38	\$30,267.84
X	4	Remove 7" Reinforced Concrete	1195	SF	\$5.00	\$5,975.00	\$2.50	\$2,987.50	\$4.25	\$5,078.75	\$21.87	\$26,134.65
X	5	Construct Curb Head	261	LF	\$22.00	\$5,742.00	\$18.00	\$4,698.00	\$15.00	\$3,915.00	\$24.21	\$6,318.81
X	6	Construct Curb and Gutter	494	LF	\$38.00	\$18,772.00	\$38.00	\$18,772.00	\$38.00	\$18,772.00	\$36.21	\$17,887.74
X	7	Construct 4" Concrete	1206	SF	\$9.20	\$11,095.20	\$8.50	\$10,251.00	\$7.00	\$8,442.00	\$27.31	\$32,935.86
X	8	Construct 6" Concrete	1426	SF	\$11.50	\$16,399.00	\$12.00	\$17,112.00	\$8.50	\$12,121.00	\$32.61	\$46,501.86
X	9	Construct 7" Reinforced Concrete	1032	SF	\$13.00	\$13,416.00	\$15.00	\$15,480.00	\$11.50	\$11,868.00	\$37.61	\$38,813.52
X	10	Construct 6" Asphalt Roadway Patch	1225	SF	\$9.00	\$11,025.00	\$9.00	\$11,025.00	\$7.00	\$8,575.00	\$14.20	\$17,395.00

EVALUATION TABULATION
IFB No. 24-095 (CD2310)
ADA Curb Ramps - Phase 1 (CDBG)

BASE BID					A 5 Construction		Cedar Ridge Landscape, Inc		Nunez Construction, Inc		WGM Land Design. LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	Relocate Sign	5	EA	\$148.00	\$740.00	\$50.00	\$250.00	\$550.00	\$2,750.00	\$150.00	\$750.00
X	12	Install ADA Push Button	1	EA	\$750.00	\$750.00	\$3,200.00	\$3,200.00	\$6,500.00	\$6,500.00	\$1,050.00	\$1,050.00
X	13	Install 24" X 30" Tactile Bands	34	EA	\$159.00	\$5,406.00	\$270.00	\$9,180.00	\$220.00	\$7,480.00	\$103.55	\$3,520.70
X	14	Install Class 6 Backfill	14	TONS	\$39.00	\$546.00	\$55.00	\$770.00	\$60.00	\$840.00	\$107.00	\$1,498.00
X	15	Erosion and Sediment Control	1	LS	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$3,200.00	\$3,200.00
X	16	Mobilization	1	LS	\$2,875.00	\$2,875.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00
X	17	Traffic Control	1	LS	\$4,200.00	\$4,200.00	\$3,600.00	\$3,600.00	\$7,000.00	\$7,000.00	\$5,500.00	\$5,500.00
Total						\$114,765.20		\$109,473.50		\$112,157.75		\$261,935.98

EVALUATION TABULATION
IFB No. 24-095 (CD2310)
ADA Curb Ramps - Phase 1 (CDBG)

BID ALTERNATE NO. 1

BID ALTERNATE NO. 1					A 5 Construction		Cedar Ridge Landscape, Inc		Nunez Construction, Inc		WGM Land Design. LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	311	SF	\$4.00	\$1,244.00	\$1.75	\$544.25	\$3.00	\$933.00	\$19.02	\$5,915.22
X	2	Remove Curb and Gutter	84	LF	\$10.00	\$840.00	\$6.00	\$504.00	\$10.00	\$840.00	\$12.78	\$1,073.52
X	3	Remove Concrete	359	SF	\$4.00	\$1,436.00	\$1.50	\$538.50	\$3.00	\$1,077.00	\$15.38	\$5,521.42
X	4	Remove 7" Reinforced Concrete	275	SF	\$5.00	\$1,375.00	\$2.50	\$687.50	\$4.25	\$1,168.75	\$21.87	\$6,014.25
X	5	Remove Curb Head	26	LF	\$4.00	\$104.00	\$5.00	\$130.00	\$15.00	\$390.00	\$12.78	\$332.28
X	6	Remove Crosswalk Striping	94	SF	\$25.00	\$2,350.00	\$7.00	\$658.00	\$25.00	\$2,350.00	\$31.87	\$2,995.78
X	7	Remove Brick Pavers	45	SF	\$5.00	\$225.00	\$2.50	\$112.50	\$5.00	\$225.00	\$14.50	\$652.50
X	8	Construct Curb Head	59	LF	\$22.00	\$1,298.00	\$18.00	\$1,062.00	\$15.00	\$885.00	\$24.27	\$1,431.93
X	9	Construct Curb and Gutter	84	LF	\$37.00	\$3,108.00	\$38.00	\$3,192.00	\$38.00	\$3,192.00	\$36.21	\$3,041.64
X	10	Construct 4" Concrete	248	SF	\$9.20	\$2,281.60	\$8.50	\$2,108.00	\$7.00	\$1,736.00	\$27.31	\$6,772.88

EVALUATION TABULATION
IFB No. 24-095 (CD2310)
ADA Curb Ramps - Phase 1 (CDBG)

BID ALTERNATE NO. 1					A 5 Construction		Cedar Ridge Landscape, Inc		Nunez Construction, Inc		WGM Land Design. LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	Construct 6" Concrete	181	SF	\$11.50	\$2,081.50	\$12.00	\$2,172.00	\$8.50	\$1,538.50	\$32.61	\$5,902.41
X	12	Construct 7" Reinforced Concrete	275	SF	\$13.00	\$3,575.00	\$15.00	\$4,125.00	\$11.50	\$3,162.50	\$37.61	\$10,342.75
X	13	Construct Asphalt Roadway Patch	311	SF	\$9.00	\$2,799.00	\$9.00	\$2,799.00	\$7.00	\$2,177.00	\$14.50	\$4,509.50
X	14	Install Preformed Thermoplastic Striping	112	SF	\$25.00	\$2,800.00	\$23.00	\$2,576.00	\$20.00	\$2,240.00	\$65.00	\$7,280.00
X	15	Install Brick Pavers	45	SF	\$9.00	\$405.00	\$6.00	\$270.00	\$12.00	\$540.00	\$28.03	\$1,261.35
X	16	Install 24" X 30" Tactile Bands	8	EA	\$159.00	\$1,272.00	\$270.00	\$2,160.00	\$220.00	\$1,760.00	\$103.55	\$828.40
X	17	Install Class 6 Backfill	2	TONS	\$150.00	\$300.00	\$55.00	\$110.00	\$60.00	\$120.00	\$207.00	\$414.00
X	18	Mobilization	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00
X	19	Erosion and Sediment Control	1	LS	\$1,300.00	\$1,300.00	\$200.00	\$200.00	\$2,500.00	\$2,500.00	\$950.00	\$950.00
X	20	Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$900.00	\$900.00	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00
Total						\$32,294.10		\$25,848.75		\$34,334.75		\$69,939.83

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	Cedar Ridge Landscape, Inc	Nunez Construction, Inc	WGM Land Design. LLC
BID GUARANTEE	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENT OF PREVAILING WAGES & ADDITIONAL WAGE CLASSIFICATION RESPONSIBILITY	Pass	Pass	Pass	Pass
CERTIFICATION OF NONSEGREGATED FACILITIES	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:				
Convicted of a criminal offense	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass

EVALUATION TABULATION
IFB No. 24-095 (CD2310)
ADA Curb Ramps - Phase 1 (CDBG)

Question Title	A 5 Construction	Cedar Ridge Landscape, Inc	Nunez Construction, Inc	WGM Land Design. LLC
Section 3 Forms				
Section 3 Form S3a Section 3 Compliance	Pass	Pass	Pass	Pass
Section 3 Form S3e Business Certification	Pass	Pass	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 23, 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: A RESOLUTION APPROVING PAYMENT IN THE AMOUNT OF \$100,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR TRAIL REPLACEMENT ALONG THE ARKANSAS RIVER AND FOUNTAIN CREEK, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR §35.6

SUMMARY:

This Resolution authorizes payment in the amount of \$100,000 from Project CI2113 American Rescue Plan Act ("ARPA") for replacement of the trail along the Arkansas River and Fountain Creek. This payment is authorized by section 603 (c)(1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR §35.6.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

ARPA authorized a revenue replacement calculation that would allow state and local governments to use a portion of ARPA allocation for government services. The City of Pueblo has calculated lost revenue of \$9,409,304.

The trail along the Arkansas River and Fountain Creek have been damaged by tree roots and heavy vehicles using the trail for utility repairs. As a result, the concrete trail is heaving, broken, and uneven in many areas. This project would repair approximately 1,000 to 1,500 linear feet of concrete trail.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$100,000 will be paid out of Project CI2113 - American Rescue Plan.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to authorize payment of the funds and leave the concrete trail in its current condition.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION APPROVING PAYMENT IN THE AMOUNT OF \$100,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR TRAIL REPLACEMENT ALONG THE ARKANSAS RIVER AND FOUNTAIN CREEK, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR §35.6

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plant Act (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(C) and the Final Rule 31 CFR 35.6 recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds on governmental services pursuant to the revenue replacement calculation; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$100,000 is hereby authorized from Project CI2113 – American Rescue Plan for repair of the concrete trail along the Arkansas River and Fountain Creek.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 23, 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 RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$86,294 TO SS CONCRETE & LANDSCAPING, LLC, FOR PROJECT NO. 24-105, EMERGENCY REPAIRS - UNITED BLVD., AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

SUMMARY:

This Resolution ratifies and approves award of an Emergency Construction Contract to SS Concrete and Landscaping LLC, for Project No. 24-105 Emergency Repairs - United Blvd.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The repair of an approximately 3,700 square foot area on United Avenue was an emergency project because of concrete failures experienced by both the City and the County.

The Resolution ratifies the emergency construction contract that was awarded to SS Concrete and Landscaping, LLC.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$86,294.00 will be paid from account Project HUAN01, Street Resurfacing.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Final Invoice

RESOLUTION NO.

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$86,294 TO SS CONCRETE & LANDSCAPING, LLC, FOR PROJECT NO. 24-105, EMERGENCY REPAIRS - UNITED BLVD., AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

WHEREAS, an emergency City improvement contract was requested by the Director of Public Works and authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code for Project 24-105, Emergency Repairs - United Blvd; and,

WHEREAS, the proposal of SS Concrete & Landscaping, LLC, was the lowest of those bids received by informal bidding and was determined to be the proposal which will achieve maximum economy to the City under the conditions prevailing; and,

WHEREAS, an emergency construction contract to complete the repairs was awarded to SS Concrete & Landscaping, LLC, under Project No. 24-105; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for the street repairs at United Avenue with SS Concrete & Landscaping, LLC, Project No. 24-105, Emergency Repairs - United Blvd project awarded to said contractor in the amount of \$86,294.

SECTION 2.

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

SECTION 3.

Funds in the amount of \$86,294, for Project No. 24-105 shall be from account Project HUAN01, Street Resurfacing.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



SS Concrete landscaping & fencing

1100 Placita Ave. Pueblo, CO 81006

719 -250-8115

INVOICE

PROPOSAL SUBMITTED TO CITY OF PUEBLO PUBLIC WORKS	TODAYS DATE: 08/26/2024
ADDRESS 211 E D STREET PUEBLO CO 81003	
TELEPHONE 719- 553-2307	
JOB CONCRETE REPAIR	Job at UNITED BLVD AND PAUL HARVEY BLVD

To saw cut and remove and haul away 3400' sq ft of 10''in thick section of reinforce concrete road. With a monolithic 6''in curb and gutter on the north side of the road. And excavate 22''in and haul away clay soil under the concrete And import in 500 tons of class 6 road base and compacted. And prep and pour 3400'sq ft x 10''in thick of reinforce concrete with a 6''in monolithic curb & gutter on the north side of road and with # 4 rebar at 24''in on center each way and with # 5 rebar for a dowels in to existing concrete

This price includes labor and material and traffic control

For the sum
\$ 86,294.00

Authorized Signature:



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Tom Cummings, Director of Fleet Maintenance

SUBJECT: A RESOLUTION AUTHORIZING THE TRANSFER OF BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$80,000 FROM PROJECT NO. CIAN13 - VEHICLE PURCHASE TO PROJECT NO. CI2448 - FLEET FUEL SITE REPAIR

SUMMARY:

This resolution authorizes the transfer of budgeted and appropriated funds in the amount of \$80,000 from Project No. CIAN13 - Vehicle Purchase to Project No. CI2448 - Fleet Fuel Site Repair.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Due to damaged pumps and obsolete parts, the fuel station pumps all need to be replaced; this transfer of funds will allow us to use previously budgeted funds and not have to take from the general fund for the replacement.

FINANCIAL IMPLICATIONS:

Expected costs are approximately \$80,000.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this resolution.

STAKEHOLDER PROCESS:

Not applicable to this resolution.

ALTERNATIVES:

If this resolution is not approved by the City Council, the City will be unable to replace the fuel pumps and will be unable to fuel equipment.

RECOMMENDATION:

Approval of the resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE TRANSFER OF BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$80,000 FROM PROJECT NO. CIAN13 - VEHICLE PURCHASE TO PROJECT NO. CI2448 - FLEET FUEL SITE REPAIR

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The transfer of previously budgeted and appropriated funds in the amount of \$80,000 from Project No. CIAN13 - Vehicle Purchase to Project No. CI2448 - Fleet Fuel Site Repair is hereby approved.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 23, 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 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$72,148.00 TO MILLER PIPELINE, LLC AND SETTING FORTH \$7,214.80 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 24-021R, LAKE MINNEQUA WATER CONTROL GATES-REBID AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

This Resolution awards a construction contract to Miller Pipeline, LLC, for the installation of two new manholes, containing water control valves on the northeastern end of Lake Minnequa to upgrade the existing system.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Stormwater Utility Enterprise has planned an upgrade project on the northeastern end of Lake Minnequa to construct new controlled gate valves within the exiting outlet pipes. The current system requires stormwater crews to manually adjust the flow levels by raising and lowering a metal plate on a screen in front of the outlet pipes. This project will install a new manhole and gate valve on each of the exiting outlet pipes. The new gate valves will be manually operable from the surface and will allow for precise control of the discharge coming from Lake Minnequa going to the Arkansas River. The new gate valves will also provide the ability to completely shutoff flows from Lake Minnequa to allow for maintenance of the system downstream.

FINANCIAL IMPLICATIONS:

Funding, including contingencies, in the amount of \$79,362.80 for this project will come from account SW2301 Lake Minnequa Water Control Gates.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to complete these control valve upgrades will directly impact the ability to upgrade the stormwater infrastructure within the Bessemer neighborhood.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-021R Bid Summary Lake Minnetonka Water Control Gates - Rebid

RESOLUTION NO.

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$72,148.00 TO MILLER PIPELINE, LLC AND SETTING FORTH \$7,214.80 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 24-021R, LAKE MINNEQUA WATER CONTROL GATES-REBID AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, competitive bids for project No. 24-021R, Lake Minnequa Water Control Gates-Rebid, and;

WHEREAS, the proposal of Miller Pipeline, LLC, 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. 24-021R to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City council authorizes Project No. 24-021R, Lake Minnequa Water Control Gates-Rebid, to be performed, and the contract for said project is hereby awarded to said bidder in the amount of \$72,148.00.

SECTION 2.

Funds for Project No. 24-021R, Lake Minnequa Water Control Gates-Rebid shall be from SW2301.

SECTION 3.

In addition to the amount of the bid set forth, as aforementioned, an additional amount of \$7,214.80 is hereby authorized for contingencies and additional work.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED:
PRESIDENT OF CITY COUNCIL

ATTESTED BY:
CITY CLERK



EVALUATION TABULATION
IFB No. 24-021R (SW2301)
Lake Minnequa Water Control Gates-Rebid
RESPONSE DEADLINE: May 8, 2024 at 10:30 am
Report Generated: Wednesday, May 8, 2024

VENDOR TOTALS

Vendor	Total
Miller Pipeline, LLC.	\$72,148.00
FRPHI ECS & Landscaping, Inc. (dba FRPHI Environmental Construction Services, Inc.)	\$98,878.00
Russ Grading & Excavating LLC	\$103,743.00
Meridiam Partners, LLC	\$221,892.88

EVALUATION TABULATION
 IFB No. 24-021R (SW2301)
 Lake Minnequa Water Control Gates-Rebid

BASE BID

Base Bid					FRPHI ECS & Landscaping, Inc. (dba FRPHI Environmental Construction Services, Inc.)		Meridiam Partners, LLC		Miller Pipeline, LLC.		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Install 5' Standard Manhole	1	EA	\$17,500.00	\$17,500.00	\$46,642.64	\$46,642.64	\$19,810.00	\$19,810.00	\$27,100.00	\$27,100.00
X	2	Install 6' Standard Manhole	1	EA	\$22,250.00	\$22,250.00	\$49,615.29	\$49,615.29	\$21,832.00	\$21,832.00	\$29,100.00	\$29,100.00
X	3	Remove and Replace 24" Reinforced Concrete Pipe	16	LF	\$750.00	\$12,000.00	\$810.80	\$12,972.80	\$146.00	\$2,336.00	\$637.00	\$10,192.00
X	4	Remove and Replace 36" Reinforce Concrete Pipe	16	LF	\$900.00	\$14,400.00	\$936.49	\$14,983.84	\$225.00	\$3,600.00	\$786.00	\$12,576.00
X	5	Installation only of 24" Series 6400 Galvanized Sluice Gate (provided by City) GT 2010C FB W/curved Stub Sluice Gate	1	EA	\$3,500.00	\$3,500.00	\$19,895.88	\$19,895.88	\$4,040.00	\$4,040.00	\$3,900.00	\$3,900.00

EVALUATION TABULATION
IFB No. 24-021R (SW2301)
Lake Minnequa Water Control Gates-Rebid

Base Bid					FRPHI ECS & Landscaping, Inc. (dba FRPHI Environmental Construction Services, Inc.)		Meridiam Partners, LLC		Miller Pipeline, LLC.		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	6	Installation only of 36" Series 6400 Galvanized Sluice Gate (provided by City) GT 2010C FB W/curved Stub Sluice Gate	1	EA	\$4,500.00	\$4,500.00	\$22,720.90	\$22,720.90	\$4,045.00	\$4,045.00	\$4,000.00	\$4,000.00
X	7	Erosion and Sediment Control (see site plan and detail sheet)	1	LS	\$8,350.00	\$8,350.00	\$6,559.35	\$6,559.35	\$10,535.00	\$10,535.00	\$4,875.00	\$4,875.00
X	8	Seal off outlet structure prior to construction of manholes.	1	LS	\$12,500.00	\$12,500.00	\$7,638.55	\$7,638.55	\$2,295.00	\$2,295.00	\$2,000.00	\$2,000.00
X	9	Mobilization	1	LS	\$3,878.00	\$3,878.00	\$40,863.63	\$40,863.63	\$3,655.00	\$3,655.00	\$10,000.00	\$10,000.00
Total						\$98,878.00		\$221,892.88		\$72,148.00		\$103,743.00

EVALUATION TABULATION
IFB No. 24-021R (SW2301)
Lake Minnequa Water Control Gates-Rebid

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	FRPHI ECS & Landscaping, Inc. (dba FRPHI Environmental Construction Services, Inc.)	Meridiam Partners, LLC	Miller Pipeline, LLC.	Russ Grading & Excavating LLC
BID GUARANTEE	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS				
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:				
Convicted of a criminal offense	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass

EVALUATION TABULATION
IFB No. 24-021R (SW2301)
Lake Minnequa Water Control Gates-Rebid

Question Title	FRPHI ECS & Landscaping, Inc. (dba FRPHI Environmental Construction Services, Inc.)	Meridiam Partners, LLC	Miller Pipeline, LLC.	Russ Grading & Excavating LLC
Suspension or Debarment	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 23, 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 TRANSFERRING \$63,069.39 FROM PROJECT NO. SW0603, MISCELLANEOUS EROSION CONTROL INTO PROJECT NO. SW2301, LAKE MINNEQUA WATER CONTROL GATES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

This Resolution transfers money from Project No. SW0603, Miscellaneous Erosion Control into Project No. SW2301, Lake Minnequa Water Control Gates.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Stormwater Utility Enterprise has planned an upgrade project on the northeastern end of Lake Minnequa to address the challenge of controlling water discharge from the lake. Currently, the outflow is controlled manually by the stormwater crew, making it difficult to control the water entering the pipe network that connects to the Arkansas River outfall. To address this issue, two new manholes will be constructed that will house valves operable by the stormwater crew, allowing for the regulation of flow and the ability to stop it when necessary. This enhancement will ensure safe access to downstream pipes for maintenance and repair. This funding will be dedicated to ensuring the successful implementation of these upgrades at Lake Minnequa.

FINANCIAL IMPLICATIONS:

Funding for this project will come from the Stormwater Utility Enterprise budget. Funding was available and has been budgeted, appropriated, and allocated to Project No. SW2301. Additional funding is needed to complete the full scope of work.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION TRANSFERRING \$63,069.39 FROM PROJECT NO. SW0603, MISCELLANEOUS EROSION CONTROL INTO PROJECT NO. SW2301, LAKE MINNEQUA WATER CONTROL GATES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$63,069.39 are hereby transferred from Project No. SW0603, Miscellaneous Erosion Projects to be determined into Project No. SW2301, Lake Minnequa Water Control Gates.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution which are necessary or desirable to implement the transactions described herein.

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 23, 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 AUTHORIZING FUNDS IN THE AMOUNT OF \$57,344.86 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR THE PURPOSE OF RELOCATING OVERHEAD ELECTRIC FACILITIES UNDERGROUND WITH RESPECT TO THE FIRE STATION #6 PROJECT

SUMMARY:

This Resolution authorizes the expenditure of funds in the amount of \$57,344.86 from Black Hills Energy Underground Utility Fund to relocate overhead electric facilities underground in support of the proposed Fire Station #6 at 111 Victory Lane.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Resolution will approve the use of funds for the purpose of undergrounding the main-line three-phase electrical distribution lines around new Fire Station #6 at 111 Victory Lane. Black Hills Energy provided a budgetary cost estimate in 2022; however, the building has moved since that time and the estimate needs to be updated. In order to meet the construction schedule indicated by Nunn Construction, the City needs to be ready to approve the updated cost from Black Hills Energy as soon as possible after the estimate is received.

At the July 8, 2024, City Council approved the use of up to \$250,000 of the Black Hills Energy Underground Utility Fund; however, the final cost to complete the undergrounding of the overhead electric at Fire Station 6 is \$307,344.86. This Resolution approves the additional funds needed.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$57,344.86 will be approved for expenditure from the underground funds account held by Black Hills Energy on behalf of the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this resolution.

STAKEHOLDER PROCESS:

Not applicable to this resolution.

ALTERNATIVES:

Failure to approve this resolution will prevent the City from funding the undergrounding of overhead power lines in the project area.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION AUTHORIZING FUNDS IN THE AMOUNT OF \$57,344.86 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR THE PURPOSE OF RELOCATING OVERHEAD ELECTRIC FACILITIES UNDERGROUND WITH RESPECT TO THE FIRE STATION #6 PROJECT

WHEREAS, Article 11 of the Black Hills Franchise Agreement established an underground fee to be collected from Black Hills customers and deposited into an escrow account for undergrounding overhead electric facilities on public projects and improvements; and,

WHEREAS, the Project and use of the escrow funds is consistent with the intent of the Black Hills Franchise Agreement; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in an amount of \$57,344.86 are hereby authorized and made available to be expended from the Black Hills Energy Underground Utility Fund for the purpose of relocating overhead electric facilities underground with respect to the Fire Station #6 Project.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 23, 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: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$12,136.15 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1243 EILERS AVE, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 1243 Eilers Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

On May 31, 2024, Liz's Tamale House contacted the Wastewater Department to request that the dead-end manhole near 1243 Eilers Ave be cleaned with the Vactor truck. After the Wastewater Collection crew removed dirt and rock from the manhole, they discovered the manhole floor was completely missing as well as most of the brick connecting invert to the manhole. They also discovered that the invert of the manhole was severely deteriorated. An emergency point repair was performed to remove and replace the defective manhole.

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

The cost breakdown for the project is as follows:

<u>Sanitary Sewer Replacement-related</u>		
<i>Total:</i>	\$ 11,246.14	93%
<u>Surface Improvement Related</u>		
<i>Total:</i>	\$ 890.01	7%
<i>Grand Total:</i>	\$ 12,136.15	100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 24-033 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 9-23-24 1243 Eilers Ave Emergency Point Repair Attachment

RESOLUTION NO.

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$12,136.15 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1243 EILERS AVE, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2024-2026 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 1243 Eilers Ave with Parker Excavating, Inc., Project No. 24-033 (WWAN03) awarded to said bidder in the amount of \$12,136.15, which amount includes all contract change orders.

SECTION 2.

Funds for Project 24-033 (WWAN03) shall be from the Sewer User Fund.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payments authorized under the contract and the contract change order in the amount of \$5,883.65 are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

2024-2026 Emergency Sanitary Sewer Point Repair					1243 Eilers Ave	
Date 6/05/2024					Miller Pipeline, LLC	Parker Excavating, Inc.
Project Number: 24-033 (WWAN03)						
Item	Description	Estimated				
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
11	Remove and Replace 6" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
12	Remove and Replace 6" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
15	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
16	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
17	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -
		21-100	SF		\$ -	\$ -
		>100	SF		\$ -	\$ -
18	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -
		21-100	SF		\$ -	\$ -
		>100	SF		\$ -	\$ -
19	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -
		21-100	SF		\$ -	\$ -
		>100	SF		\$ -	\$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -

21	Install or Remove and Replace 6" Curb Head	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
22	Install Extra Lean Concrete (FlowFill)	1-20	CY		\$ -	\$ -
		21-100	CY		\$ -	\$ -
		>100	CY		\$ -	\$ -
23	Class 6 Base Course for Gravel Surfaced Alleys	TN		7.5	\$ 300.00	\$ 247.50
24	Remove Camera/Cleaning Head/Tap Cutter	HR			\$ -	\$ -
25	Remove and Replace 48" Diameter Manhole	EA		1	\$ 5,000.00	\$ 4,280.00
26	Remove and Replace 60" Diameter Manhole	EA			\$ -	\$ -
27	Reinstate Services - 4"	EA			\$ -	\$ -
28	Reinstate Services - 6"	EA			\$ -	\$ -
29	Mobilization	LS		1	\$ 1,750.00	\$ 1,725.00
				Total	\$ 7,050.00	\$ 6,252.50
				With Contingency	\$ 8,460.00	\$ 7,503.00

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 8/23/2024

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
1243 Eilers Ave

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

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	CLASS 6 BASE COURSE FOR GRAVEL SURFACED ALLEYS		\$642.51
4	INSTALL EXTRA LEAN CONCRETE (FLOWFILL)		\$5,010.00
5	TRAFFIC CONTROL		\$231.14
TOTAL (Decrease) / Increase		\$0.00	\$5,883.65

Net Adjustment This Change Order	\$	5,883.65
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	6,252.50
Total Adjusted Contract Amount To Date	\$	12,136.15

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date: _____
Wastewater Civil Engineer

Reviewed by: _____ Date: _____
Wastewater Engineering Manager

Accepted by: _____ Date: _____
Contractor's Representative

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

Approved by: _____ Date: _____
Director of Wastewater

FORM CO100.1299



24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair
1243 Eilers Ave





Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: A RESOLUTION APPROVING A HANGAR LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND POSADA, DBA ALPHA WEST, A COLORADO NONPROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Resolution approves a Hangar Lease Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Posada, dba Alpha West, a Colorado Nonprofit Corporation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Posada is in possession of a portable dwelling (tiny house) and needs a safe location to store the building until the organization can develop a plan for its use. Temporary storage inside the hangar at no charge provides an unconventional solution to prevent theft and trespassing. The portable dwelling was moved inside the hangar on August 9, 2024, to prevent damage or destruction. The storage of this portable dwelling will have no impact on airport operations or utilization of this space.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will prevent Posada from storing the portable building at the Pueblo Memorial Airport and the building will need to be removed by Posada at their cost

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 32451 Walt Bassett 2024 08 09 POSADA FINAL PARTIAL SIGNATURE

RESOLUTION NO.

A RESOLUTION APPROVING A HANGAR LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND POSADA, DBA ALPHA WEST, A COLORADO NONPROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

This Airport Blitz Hangar Lease Agreement ("Lease"), made and entered into by and between the CITY OF PUEBLO, COLORADO, a Colorado Municipal Corporation, acting for and on behalf of its Department of Aviation ("City"), and Posada, dba Alpha West, a Colorado Nonprofit Corporation ("Posada"). A copy of which is attached hereto and incorporated herein by this reference and having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the aforesaid Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest the same.

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 herein.

SECTION 3.

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

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

PUEBLO MEMORIAL AIRPORT BLITZ HANGAR LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of August 9, 2024 ("Effective Date") by and between the City of Pueblo, a Colorado Municipal Corporation, ("Lessor" or "City") and the Posada, a Colorado Nonprofit Corporation, dba Alpha West ("Lessee").

WHEREAS, Lessor owns and operates the Pueblo Memorial Airport ("Airport"); and

WHEREAS, Lessee is desirous of leasing a portion of 32451 Walt Bassett Avenue at the Airport upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and mutual promises, covenants, and conditions contained herein, Lessor and Lessee hereby agree as follows:

1. **LEASED PREMISES**

- a. Lessor hereby leases to Lessee the area generally known as a portion of the 32451 Walt Bassett Avenue, shown on Exhibit "A", attached hereto and made a part hereof, located at Airport for the storage of a portable dwelling.
- b. This Lease and Lessee's use of the leased premises are subject to the easements, rights of way, covenants, conditions, restrictions, reservations, and limitations appearing of record, and all applicable zoning and land use laws, ordinances, codes, and regulations, including but not limited to all conditions, regulations, restrictions, and requirements imposed by the FAA, governing and regulating the leased premises and its use.

2. **TERM**

- a. The term of this Lease shall be for six calendar months, which shall begin on August 9, 2024, and terminate on February 9, 2025. This Lease shall not automatically renew, and Lessee shall have no right to hold-over the leased premises.
- b. Either party may terminate this Lease by providing at least thirty (14) days prior written notice to the other party stating that the Lease shall terminate on a certain date.

3. **RENT**

- a. In consideration of the rights and privileges contained herein, the Lessor offers storage of the portable dwelling at no charge for the duration of the Lease. After February 9, 2024, if the Lessee agrees to either remove the portable building or enter into an agreement which may require payment of a monthly fee. The current Agreement shall include utility costs for electricity. No other utilities shall be provided or allowed at the leased premises.
- b. Should Lessee not vacate the leased premises by February 9, 2025, and attempt to hold-over and remain on the premises, the Lessor reserves the right to remove the portable building at the full expense of the Lessor. The Lessor reserves the right to file a lien on the property to recover any costs incurred. Should Lessor and Lessee negotiate extended lease terms, such terms shall be evidenced by a signed written lease and be binding upon the parties.

- c. Any additional expenses incurred by the Lessor on behalf of the Lessee shall be billed to the Lessee.
- d. All payments shall be made or mailed via United States mail to the following address: Director of Aviation's Office, 31201 Bryan Circle, Pueblo, Colorado 81001, or to such other person or address as Lessor may from time to time designate to Lessee in writing.

4. DEPOSIT

- a. Payment of a security deposit to the airport has been waived for the length of the initial lease. Should any holdover be required, a deposit equal to one month's rent shall be paid upon execution of the new agreement. Deposits shall be refunded following termination of this agreement, less any rent due or damages to the leased premises.
- b. In the event that Lessee fails, neglects, or refuses to pay any rent, fee, or other sum due, or fails to perform any obligation under this Lease, then Lessor may, in its sole and absolute discretion, draw from the security deposit to remedy Lessee's default. Nothing contained in this Lease shall require Lessor to remedy Lessee's default in this manner, and Lessor may instead, in its sole and absolute discretion pursue the remedies for default provided in this Lease or by law.

5. TAXES

- a. Lessee shall promptly pay when due all taxes, fees, licenses, and other governmental charges assessed against or applicable to the leased premises. Possessory interest tax is assessed by the County of Pueblo and is the responsibility of the Lessee. The Lessor is a tax-exempt entity and shall not be liable for any tax of the Lessee. All applicable taxes and costs shall be paid by Lessee, even if Lessee was unaware of such taxes and costs.

6. RELEASE; INSURANCE

- a. Lessee assumes all risk of loss, damage, injury, and liability for the same that may occur to Lessee, Lessee's guests, Lessee's property and Lessee's improvements and property in or upon the leased premises and Lessor shall not be liable or responsible for any such loss, damage, or injury, regardless of the cause thereof, including, without limitation, the negligence of Lessor, its officers, agents, or employees.
- b. Lessee, at its sole cost and expense, shall, during the life of this agreement, procure, pay for and keep in full force and effect a comprehensive policy of commercial general liability insurance. The policy shall have limits in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) in the aggregate. Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries, and deaths of persons in connection with the operation, maintenance or use of the leased premises (including acts or omissions of the Lessee). This policy shall name the City of Pueblo as additional insured and loss payee for the policy. The policy shall contain a provision that the policy cannot be canceled or materially altered either by the insured or the insurance company unless thirty (30) days prior written notice thereof is given to the Lessee and City. Upon issuance or renewal of any such insurance policy, the Lessee shall furnish to the City a certificate of insurance evidencing coverage required under this contract.

- c. A current and valid certificate of insurance for the above described policies shall be submitted to the City at the time of signing of this agreement, and Lessee shall notify the Director of Aviation of any changes, expiration or renewal of said policies within two (2) weeks of such change.

7. RIGHTS AND PRIVILEGES OF THE LESSEE

- a. Lessee shall have the exclusive use of the designated areas of the leased premises as indicated by Exhibit A for the purpose of storing Lessee's portable structure except as specifically set forth hereinafter. Lessee shall not assign nor sublet the leased premises or any part thereof.
- b. Except as may be specifically authorized herein to the contrary, Lessee shall not, without the prior written approval of the Director of Aviation, make improvements, modifications, revisions, installation of signs, or other alterations to the leased premises. Costs of improvements, revisions, signs, and alterations shall be borne solely by Lessee and all such improvements, modifications, revisions, or alterations shall upon expiration or termination of this agreement be removed without cost to the Lessor. Lessor may, on a case by case basis, allow the improvements to remain, in which case Lessor shall not be liable for the cost of the improvements. All improvements must be done by trade professionals licensed, insured, and permitted to conduct business within the City.
- c. Lessee, its employees and invitees shall not have the right of ingress and egress between designated airport access points and the leased premises over, upon, and through such streets and not others as from time to time shall be designated by the Director of Aviation. Driveways from existing streets into the leased premises shall be located as designated by the City of Pueblo through the Director of Aviation. Access to the leased premises will require 48 hours-notice and must be coordinated by contacting the Director of Aviation during business hours.
- d. Lessee shall only use the leased premises for the storage of the portable building. The understanding that leased premises is not intended for the storage of non-aeronautical personal property, including living accommodations, and is inconsistent federal regulations is understood and removal of the property may be required due to FAA regulations. In such an instance a 14-day prior notice will be given with no rights to hold over. Failure to abide by this provision shall constitute a material breach of this Lease.

8. RIGHTS AND PRIVILEGES OF THE LESSOR

- a. All rights not herein granted to the Lessee are reserved to Lessor and nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 as amended.
- b. Lessor shall have full and unrestricted right to enter upon those portions of the Airport occupied and leased herein by the Lessee, and Lessor, its agents and representatives shall be permitted to inspect same during any time.
- c. Lessor reserves the right to maintain and keep in repair the landing areas of the airport and all publicly owned facilities of the airport but shall not be obligated to the Lessee for any failure to so maintain or keep in repair.

- d. Lessee recognizes that from time to time it will be necessary for Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance and repair at and to the Airport in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt Lessee's operations at the Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption, and for and in further consideration of the premises, Lessee waives any right to claim damages or other consideration, therefore. The Lessee shall be obligated to pay all rent and fulfill all obligations of this Lease at all times, including, but not limited to, when access to the Airport is temporarily restricted due to routine construction, reconstruction, expansion, or other potential alteration of the airfield.
- e. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using such airspace or landing at, taking off from, or operating at Pueblo Memorial Airport.
- f. Lessor reserves the right, without any obligation on its part to do so, to develop, modify, change, improve, or abandon the Airport or any part thereof, as it may determine in its sole discretion, at any time, regardless of the desires or view of Lessee, and without interference or hindrance from Lessee or liability to Lessee.

9. OBLIGATIONS OF THE LESSEE

- a. Lessee shall, at its own expense, keep the premises neat, clean, safe, and orderly at all times, free of waste, rubbish, and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage, and other refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted.
- b. Lessee agrees to indemnify, defend, and save the Lessor, its agents, officer's representatives and employees, harmless from and against any and all penalties, liability, or loss including costs and attorney fees resulting from claims or court action, whether civil, criminal, or in equity, and arising directly or indirectly out of: (i) acts of the Lessee, its agents, employees, or servants; (ii) occurring in on or about the leased premises; (iii) arising out of or resulting from the leased premises, or any condition thereon, or from Lessee's use and occupancy of the leased premises, or any equipment thereon or appurtenances thereto, or any activity conducted therein; or (iv) through any injury or damage that may be caused or occasioned.
- c. All disputes among tenants shall be brought to the Director of Aviation who shall have sole and absolute discretion in deciding said disputes. Lessee agrees to indemnify, defend, and save the Lessor, its agents, officers, representatives, and employees, harmless from and against any and all penalties, liability, or loss including costs and attorney fees resulting from claims or court action, whether civil, criminal, or in equity,

and arising directly or indirectly out of Lessee's disputes or actions towards other tenants.

- d. Only the Lessee or their agents shall park, move, and/or relocate its portable building. Lessor shall not park, move, or relocate said portable building for any reason unless required to do so by law or as otherwise provided for in this Lease.
- e. Lessee shall not hold or attempt to hold Lessor liable for any injury, including loss of life, to any person or for damage to any property while on the leased premises or the airport, irrespective of how such injury or damage may be caused or occasioned.

10. OBLIGATIONS OF THE LESSOR

- a. Lessor shall maintain the floor, walls, roof, and doors of said premises, except that the cost of repair for any damages to same caused by Lessee, its employees, agents, or invitees shall be borne solely by Lessee.
- b. All risk of loss or damage to Lessee's portable structure and other personal property in or upon the leased premises is assumed by Lessee, and Lessor shall not be liable or responsible for any loss or damage to such portable building and other personal property regardless of the cause thereof, including, without limitation, the negligence of Lessor, its officers, agents, or employees.
- c. Where its property is not moved in a timely fashion by Lessee, Lessor may move Lessee's property if the property obstruct Lessor's or another tenant's use of the hangar or access ways. Should Lessor be required to move said property for any reason, Lessor shall not be liable or in any way responsible for damage to the property. All expenses incurred with movement of the property will be the responsibility of the Lessee.
- d. Locks shall be provided by the Lessor and shall be the only locks placed on the hangar. Locks shall be removed and replaced solely by the Lessor. Lessee shall have no right to alter, change, or replace the Lessor's locks.

11. GENERAL CONDITIONS

- a. The Airport and the terms and conditions of this Lease and Lessee's rights hereunder are hereby made subject to the provisions of the Code of Ordinances of the City of Pueblo, as same may be subsequently amended. In the event of conflict between said Code and this Lease, said Code shall control. Title III of said Code specifically relates to the Department of Aviation.
- b. The Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operating on the property described in the Lease for the purpose of which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- c. The Lessee, for itself, its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (i) no person on the grounds of race, color, religion, sex, sexual orientation, ancestry, disability, age,

or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises or ramp; (ii) that in construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) that the Lessee shall use the leased premises and ramp in compliance with all other requirements imposed by or pursuant to 49 CFR, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as the regulations may be amended.

- d. The Lessee, by accepting this Lease expressly agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking-off of aircraft from Pueblo Memorial Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased at any time and cause the abatement of such interference at the expense of the Lessee.
- e. This Lease and all the provisions hereof are subject to all rights the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, re-entry upon and taking over of the Airport including the leased premises.
- f. The Lessee shall observe faithfully all rules and regulations affecting use of the Airport, whether established by the Director of Aviation, the City or other political subdivision having jurisdiction, the State of Colorado or the United States, or agencies thereof, including but not limited to rules affecting the operation of motor vehicles upon, to and from the Airport.
- g. The Lessee, and all officers, agents, and employees of Lessee, hereby agree to be bound by and subject to all Police Ordinances of the City of Pueblo at all times while on the Airport, whether acting in the course of Lessee's business or otherwise.
- h. The leased premises is leased "As Is, Where Is, With All Its Faults" and Lessor 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 suitability or fitness for a particular purpose, title, zoning, physical or environmental conditions, utilities, governmental approvals, the compliance of the leased premises with governmental and environment laws and regulations, the truth, accuracy or completeness of any document or other information provided to Lessee by Lessor or any other person, or any other matter or thing regarding the leased premises.
- i. The Lessee represents that it has inspected the Airport, leased premises, and facilities and accepts the conditions of same and fully assumes the risk incident to the use thereof. The Lessor shall not be liable to the Lessee for any damages or injuries to the property or personnel of the Lessee which result from hidden, latent, or other dangerous conditions on the airport or leased premises. Lessee's taking of possession of the leased premises shall be conclusive evidence that Lessee accepts the leased premises in its present condition and that the leased premises is in good and satisfactory condition at the time such possession was taken.
- j. The acts and omissions of Lessee's employees, agents, contractors, and guests shall be imputed to Lessee for purposes of this Lease.

12. DEFAULT, HOLDOVER, AND NON-PERFORMANCE CONDITIONS

- a. If after the expiration of the term of this Lease, Lessee agrees to remove the property or enter into another Lease Agreement.
- b. If the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any Court of Law, or a Trustee in Bankruptcy or a Receiver appointed for the property of the Lessee, whether under the operation of the State or the Federal statutes, then and in any such case, the Lessor may, at his option, immediately with or without notice, notice being expressly waived, terminate this Lease and immediately retake possession of said premises without the same working any forfeiture of any accrued obligations of the Lessee hereunder.
- c. If the rent or any part thereof shall be in default, or in case of any breach by the Lessee of any of the covenants or agreements herein, Lessor may declare this Lease terminated, and after the expiration of fourteen (14) days from the date of the service of a written notice to that effect, be entitled to the possession of said premises. After the expiration of this Lease or any violation of any term or provision as herein provided for, if Lessee shall refuse to surrender and deliver possession of the leased premises after notice of termination, then in that event Lessor may, without further notice or demand, enter into and upon said premises, or any part thereof, and take possession thereof and repossess them, and expel, remove and put out of possession the Lessee, using such help, assistance, and force in so doing as may be needful and proper, without prejudice to any remedy allowed by law, available in such cases.
- d. That in case said premises are left vacant and any part of the rent herein reserved be due and unpaid, then the Lessor may, without in anyway being obligated to do so, and without terminating this Lease, retake possession of said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said Lessee shall be liable for the balance of the rent herein reserved until the expiration of this Lease.
- e. In the event the Lease be terminated, as herein provided, Lessor should have and is hereby given a lien upon Lessee's property, including equipment, fixtures, furniture and inventory, in or upon the leased premises for all rent, expenses, attorney fees, and costs then due or to become payable by Lessee hereunder, and such lien may be enforced by the taking and sale of such property in the same manner and as provided for the disposition of collateral under the Colorado Uniform Commercial Code. Lessee shall have thirty (30) days from any notice of default to cure the default prior to Lessor taking and selling Lessee's property to enforce such lien.
- f. Lessee agrees to pay the Lessor all costs, including reasonable attorney fees, incurred by Lessor in recovering any rent or other money due and unpaid under the terms of this Lease or to recover possession of the leased premises after termination hereof.
- g. Without affecting any other rights granted to Lessor under this Lease, Lessee shall remove its portable building and any personal property from the leased premises within 48 hours after termination of this Lease. Should Lessee fail to remove its property

within that 48 hour period, Lessor shall have the right to enter and remove the property, where Lessee shall be liable for all costs of removal. Unclaimed property shall be considered abandoned and may be disposed of in any manner Lessor deems appropriate. Should Lessor choose to sell the abandoned property, any money so derived shall first go to pay costs due to the Lessor, while any left-over amounts shall be forwarded to the Lessee.

13. SPECIAL CONDITIONS

- a. Lessee agree that no flammable liquids or hazardous materials shall be used or stored on the premises.
- b. It is expressly understood that no person other than the Lessee has a right to enter the leasehold and the Lessee's designee must coordinate all access through the Director of Aviation.
- c. Lessee understands that the intent of the hangar is not to use the premises for commercial or residential uses and that all uses should be substantially aeronautical.
- d. Lessee agrees to provide drip pans of a non-flammable material under the portable building to prevent damage to the floor, should said building leak any fluids.
- e. It is expressly understood by Lessee that security within the air operations area of the Airport is vital. The drive through gate entering the air operations area shall be kept closed and locked at all times except for ingress and egress. Only authorized automobiles will be permitted on the air operations area. Any automobile brought by Lessee shall be the sole responsibility of the Lessee.
- f. Violation of airport security rules as now, or in the future may, exist shall be grounds for immediate termination of this Lease.
- g. No person or automobile shall go beyond the immediate vicinity of the leased premises without the express written consent of the Director of Aviation.
- h. Automobiles must be parked in designated parking spaces or within the hangar, except that the hangar cannot be used solely for storage of automobiles.
- i. Mounting, hanging, suspending, or otherwise installing any item from the ceiling, support beams, or roofing structure is expressly forbidden.
- j. Hangar doors shall remain closed and locked except during periods when the hangar is attended by Lessee. This is to prevent damage from sudden storms and the creation of foreign object debris.

14. ENVIRONMENTAL PROVISIONS

- a. For the purpose of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado or the United States government and shall include, but not be limited to: (i) substances defined as "hazardous waste," "restricted hazardous waste," "hazardous substance" or "hazardous material" under any applicable federal, state or local law or regulation (Environmental Regulations); (ii) asbestos-containing materials; (iii) PCBs; (iv) petroleum or petroleum based products; and (v) lead.
- b. Lessee will comply with Environmental Regulations that are applicable to Lessee and its use of the leased premises. No activity shall be undertaken by Lessee, its guests, employees, agents, contractors or subcontractors, on all or any portion of the Leased Premises which would cause or permit: (i) the presence, use, generation, release,

discharge, storage or disposal of any Hazardous Material in, on, under, about, or from the leased premises or any part thereof in violation of any Environmental Regulations; (ii) any portion of the leased premises to become a hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions without receiving proper governmental authorization, and in compliance with all Environmental Regulations, including, without limitation, the Federal Water Pollution Control Act, U.S.C. Section 1251 et seq. and the Clean Air Act, 42 U.S.C. Section 7401 et seq.

- c. Lessee agrees to defend, indemnify, and forever hold harmless Lessor, and its officers, employees, agents, successors, and assigns, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, characterization, remediation, and cleanup costs, incurred by reason of the use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about, or from the leased premises, or any part thereof, by Lessee, its employees, agents, guests, contractors and subcontractors.

15. MISCELLANEOUS PROVISIONS

- a. No assent, express or implied, to any breach of any one or more of the covenants and agreements hereof, shall be deemed or taken to be a waiver of any succeeding or other breach.
- b. All covenants and agreements in this Lease shall be binding upon and inure to the benefit of the heirs, successors, assigns and legal representatives of Lessor and Lessee.
- c. Any notice, demand or request provided in this Lease shall be in writing and sent by certified mail, return receipt requested to the other party at the addresses listed above or at such other address as each party may provide the other by written notice. Such notice shall be deemed given on the day it is properly mailed.
- d. Nothing in this Lease is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.
- e. This Lease shall be governed by the laws of the State of Colorado. Venue for any action arising under this Lease or for the enforcement of this Lease shall be in a state court with jurisdiction located in Pueblo County, Colorado.
- f. This Lease shall not be assigned by Lessee for any reason.
- g. Nothing in this Lease is intended to nor shall be deemed to constitute a partnership or joint venture between the parties, or to create any agency or partner relationship between the parties. Neither party shall hold itself out as a partner, joint venture, agent, or representative of the other under this Lease.

16. 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:

Posada
827 E. 4th Street
Pueblo, CO 81001

(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).

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

LESSEE:
Posada dba Alpha West

By: 
Kim Bowman

LESSOR:
City of Pueblo, A Municipal Corporation

By: _____
Heather Graham, Mayor

ATTEST:

By: _____
City Clerk

Exhibit A



Exhibit B





Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 23, 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-28) TO GRASSROOTS GRAVEL FOR THE USE OF THE UNION AVENUE NORTHBOUND LANE ON ARKANSAS RIVER BRIDGE, B STREET BETWEEN UNION AVENUE & MECHANIC STREET TO HOST A CYCLING EVENT AND EXPO

SUMMARY:

Attached is a revocable permit to be issued to Grassroots Gravel.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Grassroots Gravel has submitted a Revocable Permit application (REV-24-28) requesting the use of the Union Avenue northbound lane on Arkansas River Bridge, B Street between Union Avenue & Mechanic Street to host a cycling event and expo on **October 12, 2024**, from 4:00 a.m. to 10:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting their cycling event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 24-28

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-28) TO GRASSROOTS GRAVEL FOR THE USE OF THE UNION AVENUE NORTHBOUND LANE ON ARKANSAS RIVER BRIDGE, B STREET BETWEEN UNION AVENUE & MECHANIC STREET TO HOST A CYCLING EVENT AND EXPO

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-24-28) is authorized to be issued to Grassroots Gravel for the use of Union Avenue northbound lane on Arkansas River Bridge, B Street between Union Avenue & Mechanic Street to host a cycling event and expo.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit (REV-24-28).

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: **Grassroots Gravel Ltd 535 McClelland Ave, Pueblo CO 81005 970-373-8799 535 McClelland Ave, Pueblo CO 81005**
2. Permitted Area: **Roadways affected: Union Avenue northbound lane on Arkansas River Bridge, B Street between Union Avenue & Mechanic Street**
3. Purpose of Revocable Permit: **Hosting Grassroots Gravel cycling event and expo.**
4. Commencement Date: **October 12, 2024** Time: **4:00am**
5. Ending Date: **October 12, 2024** Time: **10:00pm**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 5 day of September, 2024.

PERMITTEE:

Organization or
Individual:

By:

Title:

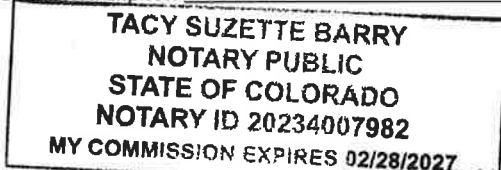
Grassroots Gravel Ltd
Adam Davidson
Owner

STATE OF COLORADO)

COUNTY OF PUEBLO) SS.,

The foregoing instrument was acknowledged before me the 5th day of August, 2024 by Adam Davidson as Owner.

My commission expires:



Tacy Suzette Barry
Notary Public

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

By _____

Heather Graham, Mayor



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 23, 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-29) TO THE PUEBLO COUNTY GOVERNMENT FOR THE PURPOSE OF THE INSTALLATION OF NEW EV CHARGERS IN THE PUBLIC PARKING SPACE NEAR THE CORNER OF W. 10TH STREET AND MAIN STREET

SUMMARY:

Attached is a revocable permit (REV-24-29) to be approved for issuance to the Pueblo County Government.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Pueblo County Government has submitted a revocable permit application (REV-24-29) requesting the installation of new EV chargers in the public parking space near the corner of W. 10th Street and Main Street.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from installing the new EV chargers.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 24-29

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-29) TO THE PUEBLO COUNTY GOVERNMENT FOR THE PURPOSE OF THE INSTALLATION OF NEW EV CHARGERS IN THE PUBLIC PARKING SPACE NEAR THE CORNER OF W. 10TH STREET AND MAIN STREET

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-24-29) is authorized to be issued to the Pueblo County Government for the purpose of the installation of new EV chargers in the public parking space near the corner of W. 10th Street and Main Street.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: **Pueblo County Government 215 W. 10th Street 719.583.6008**
2. Permitted Area: **The corner of W. 10th and Main St. (County Courthouse)**
3. Purpose of Revocable Permit: **Installation of new EV chargers in the public parking spaces near the corner of W. 10th Street and Main Street**
4. Commencement Date: **September 24, 2024**
5. Ending Date: **Indefinite**

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

- (a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.
- (b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.
- (c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.
- (d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.
- (e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.
- (h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.
- (i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.
- (j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation.
- (k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

- (i) If to Permittee, at the address shown in paragraph 1 above.
- (ii) If to City, 1 City Hall Place, Pueblo Colorado 81003, Attention: Revocable Permit Review Committee

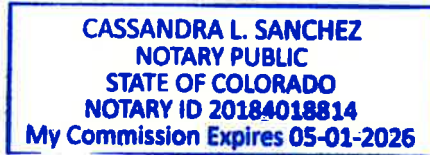
Each party reserves the right to change its address provided notice of such change is given in accordance with the paragraph (k).

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

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

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

Signed in Pueblo, Colorado this 4th day of September, 2024.

PERMITTEE:

Organization or

Individual:

By:

Title:

Pueblo County Government
Jared Miera, CEM
Energy Manager

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 4th day of September, 2024 by
Jared Miera as Energy Manager

My commission expires: 05-01-2026

Notary Public

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

By _____

Heather Graham, Mayor





Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 23, 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-30) TO PUEBLO DIVERSIFIED INDUSTRIES FOR THE USE OF ALAN HAMEL DRIVE FROM SANTA FE AVENUE TO MAIN STREET FOR THE PURPOSE OF HOSTING THE HARVEST FEST AND 5K WALK/RUN EVENT

SUMMARY:

Attached is a Revocable Permit submitted by the Pueblo Diversified Industries.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Pueblo Diversified Industries has submitted a Revocable Permit (REV-24-30) for the use of Alan Hamel Drive from Santa Fe Avenue to Main Street for the purpose of hosting their Harvest Fest and 5K Walk/Run event on October 12, 2024, at 6:00 A.M. to 4:00 P.M.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-30) TO PUEBLO DIVERSIFIED INDUSTRIES FOR THE USE OF ALAN HAMEL DRIVE FROM SANTA FE AVENUE TO MAIN STREET FOR THE PURPOSE OF HOSTING THE HARVEST FEST AND 5K WALK/RUN EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-24-30) is authorized to be issued to Pueblo Diversified Industries for the use of Alan Hamel Drive from Santa Fe Avenue to Main Street for the purpose of hosting the Harvest Fest and 5K Walk/Run event.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 23, 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-32) TO THE COLORADO STATE UNIVERSITY - PUEBLO FOR THE USE OF TROY AVENUE BETWEEN ALAMOSA DRIVE AND RAWLINGS BLVD.; RAWLINGS BLVD. FROM TROY AVENUE TO BARTLEY BLVD.; DESERT FLOWER BLVD. FROM BARTLEY BLVD. TO WALKING STICK BLVD.; WALKING STICK BLVD. FROM BARTLEY BLVD. TO FOWLER DRIVE FOR THE PURPOSE OF HOSTING A 5K WALK, RUN OR ROLL EVENT

SUMMARY:

Attached is a Revocable Permit submitted by Colorado State University - Pueblo

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Colorado State University - Pueblo has submitted a Revocable Permit (REV-24-32) for the use of Troy Avenue between Alamosa Drive and Rawlings Blvd.; Rawlings Blvd. from Troy Avenue to Bartley Blvd.; Desert Flower Blvd. from Bartley Blvd. to Walking Stick Blvd.; Walking Stick Blvd. from Bartley Blvd. to Fowler Drive for the purpose of hosting a 5K Walk, Run or Roll event on September 28, 2024, from 9:00 A.M. to 12:30 P.M.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. rev-24-32 upadated 9-17-24

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-32) TO THE COLORADO STATE UNIVERSITY - PUEBLO FOR THE USE OF TROY AVENUE BETWEEN ALAMOSA DRIVE AND RAWLINGS BLVD.; RAWLINGS BLVD. FROM TROY AVENUE TO BARTLEY BLVD.; DESERT FLOWER BLVD. FROM BARTLEY BLVD. TO WALKING STICK BLVD.; WALKING STICK BLVD. FROM BARTLEY BLVD. TO FOWLER DRIVE FOR THE PURPOSE OF HOSTING A 5K WALK, RUN OR ROLL EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-24-32) is authorized to be issued to the Colorado State University - Pueblo for the use of Troy Avenue between Alamosa Drive and Rawlings Blvd.; Rawlings Blvd. from Troy Avenue to Bartley Blvd.; Desert Flower Blvd. from Bartley Blvd. to Walking Stick Blvd.; Walking Stick Blvd. from Bartley Blvd. to Fowler Drive for the purpose of hosting a 5K Walk, Run or Roll event

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: **Colorado State University Pueblo 2200 Bonforte Blvd. 719-549-2100 CSU Pueblo 2200 Bonforte Blvd 719-549-2100**
2. Permitted Area: **Troy Avenue between Alamosa Drive and Rawlings Blvd.; Rawlings Blvd. from Troy Avenue to Bartley Blvd.; Desert Flower Blvd. from Bartley Blvd. to Walking Stick Blvd.; Walking Stick Blvd. from Bartley Blvd. to Fowler Drive**
3. Purpose of Revocable Permit: **To host a 5K Walk, Run or Roll event**
4. Commencement Date: **September 28, 2024** Time: **9am**
5. Ending Date: **September 28, 2024** Time: **12:30 pm**

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

- (a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.
- (b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.
- (c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.
- (d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.
- (e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (g) Permittee shall use the Permitted Area and conduct the 5K Walk, Run or Roll event in a safe and secure manner taking proper care and protection of the public and event participants, and the Permitted Area including specifically and without limitation any location within the permitted area in which there are adjoining or adjacent streets, alleys, and sidewalks. Permittee shall be liable for breach of any provisions of this Permit in the same manner as any private party would be under Colorado law.
- (h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.
- (i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.
- (j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19
- (k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:
 - (i) If to Permittee, at the address shown in paragraph 1 above.
 - (ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

- (l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.
- (m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or nonuse by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).
- (n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.
- (o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.
- (p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.
- (q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City and the Permittee under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Signed in Pueblo, Colorado this _____ day of _____, 20_____.

PERMITTEE:

Organization or
Individual: _____

By: _____

Title: _____

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the _____ day of _____, 20_____ by _____ as _____.

My commission expires: _____.

Notary Public

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

By _____

Heather Graham, Mayor



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: A RESOLUTION APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST) GRANT, SEPTEMBER 1, 2024 THROUGH JUNE 30, 2025, ESTABLISHING PROJECT NUMBER PS2409, TRANSFERRING FUNDS NOT TO EXCEED THE AMOUNT OF \$5,600.00 FROM PROJECTS-TO-BE-DETERMINED IN THE PUBLIC SAFETY GRANTS FUND

SUMMARY:

The Colorado Department of Law has informed the Pueblo Police Department that funds are available for a Peace Officer Standards and Training (POST) Grant. The term of this grant covers the period from September 1, 2024, through June 30, 2025. The amount awarded to the Pueblo Police Department totals \$5,600.00.

PREVIOUS COUNCIL ACTION:

Previous grants of this nature have routinely been approved each year.

BACKGROUND:

The Colorado Department of Law has informed the Pueblo Police Department that funds are available for a Peace Officer Standards and Training (POST) Grant. These funds will be used to provide leadership training. The term of this grant covers the period from September 1, 2024, through June 30, 2025.

FINANCIAL IMPLICATIONS:

This grant will require staff time for project management and reporting.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If City Council does not approve this Resolution, the grant offer will not be accepted and the \$5,600.00 will not be given to the Police Department for training needs.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Pueblo PD_FY25 SDGA_Executed

RESOLUTION NO.

A RESOLUTION APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST) GRANT, SEPTEMBER 1, 2024 THROUGH JUNE 30, 2025, ESTABLISHING PROJECT NUMBER PS2409, TRANSFERRING FUNDS NOT TO EXCEED THE AMOUNT OF \$5,600.00 FROM PROJECTS-TO-BE-DETERMINED IN THE PUBLIC SAFETY GRANTS FUND

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Award of the 2024 Colorado Department of Law, Peace Officer Standards and Training (POST) In-service Grant funding is hereby accepted and approved in the amount of \$5,600.00.

SECTION 2.

Project Number PS2409 is hereby established in the Public Safety Grants Fund.

SECTION 3.

The amount of \$5,600.00 is hereby authorized for transfer from the projects-to-be-determined account in the Public Safety Grants fund to Project Number PS2409. Said funds shall only be expended and used for this project.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective on the date of final passage.

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

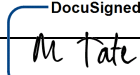
COLORADO DEPARTMENT OF LAW		IMPORTANT		Small Dollar Grant Award	
PEACE OFFICER STANDARDS AND TRAINING (POST)					
RALPH L. CARR COLORADO JUDICIAL CENTER		The SDGA # and LINE # must appear on all invoices, packing slips, cartons and correspondence.		DEPARTMENT OF LAW	
1300 BROADWAY, 9TH FLOOR				PEACE OFFICER STANDARDS AND TRAINING	
DENVER, CO 80203			SDGA #:	POGG1 LAAA GT202500000000000010	
Grantee:	Pueblo Police Department		Start Date: 9/1/2024		End Date: 6/30/2025
Contact:	Jeff Furney				
Contact's County:	Pueblo County				
Phone:	719-553-3245				
E-Mail:	jfurney@pueblo.us				
Ship To:			Invoice To:		
Name and Address:	Pueblo Police Department		Colorado Department of Law		
	200 South Main Street		Peace Officer Standards and Training (POST)		
	Pueblo, CO 81003		1300 Broadway, 9th Floor		
			Denver, CO. 80203		
			post.grants@coag.gov		
Instructions to Grantee					
Any questions regarding this Small Dollar Grant Award should be directed to kimberly.hernandez@coag.gov or 720-508-6882		1. If for any reason Grantee's receipt of goods or services paid for by this grant will be delayed beyond the End Date of this grant, please notify the POST contact identified in these Instructions to Grantee. The State reserves the right to cancel this grant in instances where timely delivery to Grantee cannot be made.			
Special Instructions:					
1.	Order of precedence: 1) Small Dollar Grant Award Terms & Conditions; 2) Exhibit A Statement of Work (SOW)/Applicable Laws (Exhibit A).				
2.	Small Dollar Grant Award Terms and Conditions: https://www.colorado.gov/osc/purchase-order-terms-conditions				
3.	Description:				
•	This Small Dollar Grant Award is to provide funds to Grantee to assist with the payment of registration cost for two (2) peace officer at \$2,800 each to attend the DU Public Safety Leadership Development Program Training. See Exhibit A Statement of Work.				
•	Payment will be made upon satisfactory delivery of goods and/or completion of training or services and receipt of a correct grantee invoice and documentation of training attendance.				
•	Grantee invoices must be received no later than sixty (60) calendar days from the completion of goods and/or the completion of services and/or training. It is the responsibility of the Grantee to ensure that invoices are received at the "Invoice To" location above within the time frame specified. ALL INVOICES FOR PAYMENT MUST BE SUBMITTED NO LATER THAN CLOSE OF BUSINESS JUNE 30, 2025.				
•	THIS SMALL DOLLAR GRANT AWARD IS NOT EFFECTIVE UNTIL SIGNED BY THE CONTRACTS AND PROCUREMENT DIRECTOR. UNDER NO CIRCUMSTANCES SHALL THE GOODS AND/OR SERVICES BE ORDERED OR PERFORMED PRIOR TO THE SDGA EFFECTIVE DATE, NOR EXCEED THE DOCUMENT TOTAL WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DEPARTMENT OF LAW.				
		DOCUMENT TOTAL = \$5,600.00			
		THIS SDGA IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS FOR THE STATE OF COLORADO			
		Name: Mitchell Tate			
		Title: Contracts and Procurement Director			
		Date: September 3, 2024		DocuSigned by:	
		State Purchasing Delegate Signature:		 2E52105B36A2433...	

EXHIBIT A

STATEMENT OF WORK

1. **Parties:** This Small Dollar Grant Award (hereinafter called “SDGA”) is entered into by **Pueblo Police Department** (hereinafter called “Grantee”), and the **STATE OF COLORADO acting by and through the Department of Law, on behalf of the office of Peace Officer Standards and Training (POST)** (hereinafter called “State, or DOL-POST”).
2. **General Description:**
- a) **Authority.** Authority to enter into this Small Dollar Grant Award exists in C.R.S.24-31-310 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 42-3-304 (24) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.
- b) **Purpose.** The purpose of this Small Dollar Grant Award is to engage the services of the grantee to assist the Department of Law, on behalf of the Peace Officer Standards and Training (POST) office, with its statutory responsibility of providing law enforcement training and safety courses to certified Colorado peace officers.
3. **Program Year/Effective Date.** The program year (starting and ending date) is September 1, 2024 thru June 30, 2025. All small dollar grant awards will begin on their effective date (signature date of the State Purchasing Delegate) and end on June 30, 2025. DOL-POST shall not be liable to reimburse the grantee for any performance, hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the **Effective Date** or after the **End Date** set forth in the main body of this Small Dollar Grant Award.
4. **Project Description and Budget.** The maximum amount payable under this Small Dollar Grant Award to the grantee by the State is \$5,600.00 for the following approved project activities:

Project Activity	Approved Budget		
Training Scholarship – Public Safety Leadership Development Program	Quantity	Cost	Subtotal
	2	\$2,800.00	\$5,600.00
TOTAL			\$5,600.00

5. **Equipment.** Equipment is defined as non-expendable personal property with a useful life of more than one year. The grantee is required to document its procurement procedures and maintain this documentation in the grant records. Receipts or invoices with order and delivery dates are required for all equipment items. Grantees are allowed to follow the procurement requirements of the state or unit of local government as long as the requirements meet or exceed the state requirements listed below. Procurement procedures are required and must be maintained in the records of the grantee.

6. **Inventory Procedures.** If the grantee is purchasing equipment as a part of this Award the grantee must have an effective system of property management and controls to safeguard against loss, damage, or theft of equipment.

Adequate maintenance procedures must be developed to keep the property in good condition. The grantee is required to maintain a POST inventory form for equipment purchased, in whole or in part, with grant funds which contain the following information:

- Description of item
- Serial number and property inventory number
- Date of purchase and delivery
- Check or voucher number
- Cost documentation, invoices, receipts
- Equipment location
- Present use
- Condition
- Disposition information

7. **Reporting.** Equipment purchased with state grant funds must be reported on annually. The ONLY equipment/property that does not need to be reported to POST is ammunition and simunitions. A POST equipment reporting form must be submitted to post.grants@coag.gov for each equipment item by June 30th annually. This form provides the necessary disposition and retention information. Equipment records must be maintained for seven (7) years from the date the first annual report is submitted to DOL-POST. If any litigation, claim, or audit is started before the expiration of the seven (7) year period, the records shall be retained beyond the seven-year period, until all litigation, claims, or audit findings involving records have been resolved.
8. **Disposition of Equipment.** Disposition includes the sale (for trade-up purposes only) or trade-in of equipment as well as the disposal of equipment and the end of its useful life. Documenting the disposition of equipment must be reported on a POST Equipment Disposition Form accompanied with the Equipment Inventory Report Form which is due to POST by June 30th. If disposition of equipment occurs prior to year-end, the Equipment Disposition Form must be submitted at that time. Disposition of equipment requires DOL-POST approval prior to the disposition. A copy of the form(s) must be retained in the grantee's file after the final disposition of the property. At the end of the grant award period, ownership/title to all equipment may vest to the grantee agency if they will use the property for the purposes of the legislation under which the grant was made. POST will require the agency to track the equipment on the Equipment Inventory Report Form. Equipment must be available for inspection by POST personnel. If the grantee agency no longer has a need for the equipment, and the equipment is in working order, the ownership/title to the property will vest to the state. The state will seek to have the property used for training purposes prior to disposing of it.

9. **Procurement Procedures.** Purchases of equipment and services shall be in a manner providing maximum open and free competition. Procurement shall be made by one of the following methods:
- **Discretionary purchase procedures** are those relatively simple and informal procurement methods for securing services, and supplies, that does not exceed \$50,000 in the aggregate. If small purchase procedures are used for procurement under the grant, written quotes must be obtained and documented from at least three (3) qualified sources. These procedures are generally used for the acquisition of relatively small, standardized items such as computers.
 - **Small purchase procedures** (Documented Quote or other competitive process) is one method that can be used to procure goods or services that cost more than \$50,000 and less than \$250,000. A Documented Quote (DQ) or similar small dollar solicitation is publicized, negotiations are conducted with more than one of the sources submitting offers, and a fixed-price cost-reimbursable type contract is awarded, as appropriate. The following requirements apply to competitive negotiations:
 - DQ's must be publicized and identify all evaluation factors and their relative importance. Any response to publicized DQ's shall be honored to the maximum extent possible.
 - Proposals must be solicited from at least three (3) qualified sources.
 - Grantees must have a method for conducting technical evaluations of the proposals received and for selecting vendors.
 - Awards must be made to the responsible firm (individual) who proposal is most advantageous to the program, with price and other factors considered.
 - **Competitive sealed bids** (formal advertising) can also be used for procurement over \$250,000. Bids are publicly solicited and a firm, fixed-price contract (lump sum or unit price) is awarded to the responsible bidder, whose bid, conforming to all material terms and conditions of the invitation for bids, is the lowest price. Procurement by sealed bids under a grant will be accomplished through the use of state purchasing procedures or an equivalent local established procurement procedure, which is not less restrictive than the State process.
 - **Non-competitive negotiation** (sole-source justification) is procurement through the solicitation of a proposal from only one source or after solicitation of a number of sources when competition is determined inadequate. Prior approval by DOL-POST is required for all non-competitive procurement.
10. **Payments.** Payments shall be made in accordance with the provisions set forth in the Small Dollar Grant Award and applicable State Controller Fiscal Rules and DOL-POST disbursement procedures. Payments to Grantee are limited to the unpaid obligated balance of the Small Dollar Grant Award. **Grantee shall submit a request for reimbursement within sixty (60) calendar days from the delivery of goods and/or the completion of services and/or training and no later than June 30, 2025.** Payment requests must be submitted with cost documentation (receipts, invoices, canceled checks) and proof of attendance (if attending training). Lodging (hotel) receipts must be dated and itemized.

11. **Grant Record Retention.** All grant records must be retained for three (3) years after the end of the state fiscal year that includes the end date of the grant. For example, if the grant ended June 30, 2019 the state fiscal year would be July 1, 2018 to June 30, 2019. The files could be destroyed after June 30, 2022. Grant records include all financial records, supporting documents, statistical records, and all other records pertinent to the grant. Source documents include copies of the grant award, any required reports, accounting transactions, the general ledger, personnel and payroll records (if applicable to the award) and any related documents and records.
12. **Applicable Laws.** At all times during the performance of this Small Dollar Grant Award, Grantee shall comply with all applicable State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth in this Exhibit. Laws, regulations, and authoritative guidance incorporated into this Small Dollar Grant Award include, without limitation:
 - Department of Law, Peace Officer Standards and Training Continuing Education Grant Guidelines, available on the POST website.
 - State of Colorado, State Controller Fiscal Rules, available on the Colorado.gov website.
 - C.R.S. §24-31-310 Resources for the Training of Peace Officers.
 - C.R.S. §24-31-303 (I) Duties, Powers of the POST Board.
 - C.R.S. §24-31-315 Annual In-Service Training Requirements.
13. **Compliance:** The Grantee agrees to be responsible for ensuring compliance with this Small Dollar Grant Award Terms and Conditions and ensure that any equipment or ammunition purchased as a part of this Award will be used for training purposes only.



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO APPLY FOR A 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS FROM SAID GRANT AND AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME

SUMMARY:

Attached is a Memorandum of Understanding between the City of Pueblo and Pueblo County concerning the disbursement of the FY2024 JAG Local Solicitation award.

PREVIOUS COUNCIL ACTION:

The FY2024 JAG Local Solicitation is an annual formula grant that has been in existence for the past twenty (20) years. The City and County of Pueblo have received \$2,341,804 in JAG Local Solicitation funds since its inception.

BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funds to units of local government for the purpose of improving law enforcement technology and upgrading necessary equipment. The program is designed to help local communities address problems specific to their area.

FINANCIAL IMPLICATIONS:

This grant funding represents \$104,034.00 to the City and County of Pueblo with no required match. The City's share of the \$104,034.00 is \$79,065.84.

The City's share will be used to fund three (3) Police Department equipment projects, including desktop, laptop, and other computer-related equipment for the entire department, additional evidence storage lockers for the property and evidence

processing, room and Hyundai/Kia EDR download equipment to assist with collection of data surrounding serious injury crashes, fatal crashes as well as minor crashes, and other law enforcement enhancing equipment projects as determined by the Chief of Police. (See attachment for detailed list of proposed equipment). Mayor Graham will need to sign the award document and initial the lower right corner of each page of the Special Conditions.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Pueblo City and County law enforcement leaders have met and agreed to the distribution terms of this annual formula grant since its inception in 2005. A signed MOU between the City and County is a requirement for acceptance of the award. Additionally, a public meeting, to receive public comments on the expenditures, is a requirement of the award. That public meeting took place on September 9th, 2024. The City and County Attorney's Offices, as well as the City Finance Department, will review and approve the attached MOU.

ALTERNATIVES:

The FY2024 JAG Local Solicitation is an annual formula grant that has been in existence for the past twenty (20) years. The City and County of Pueblo have received \$2,341,804 in JAG funds since its inception. In order to receive the funds, the City and County of Pueblo must sign the MOU. If either entity does not sign the MOU, no JAG funds will be received by either entity.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 2024 JAG Itemization of Projects V-1
2. 2024 JAG Memo of Understanding (Draft) 06-24-2024

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO APPLY FOR A 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS FROM SAID GRANT AND AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME

WHEREAS, the City of Pueblo Police Department is requesting the City of Pueblo submit an application to the United States Department of Justice (DOJ) for the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG); and

WHEREAS, the funds from this grant will be utilized by the Pueblo Police Department, Pueblo County Sheriff's Office, and the 10th Judicial District Attorney's Office to benefit the health, welfare, and safety of the citizens of the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The 2024 JAG Local Solicitation Application O-BJA-2024-172238 (Grant Application), a copy of which is attached hereto, is hereby approved and authorized for submittal to the United States Department of Justice.

SECTION 2.

The Memorandum of Understanding dated as of September 9th, 2024, by and between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo County, Colorado concerning the receipt and disbursement of the 2024 JAG funds, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Mayor Graham is authorized to execute the Grant Application and Memorandum of Understanding in the name of the City of Pueblo, and her prior signature thereto is hereby ratified and approved. The City Clerk is directed to affix the seal to the Memorandum of Understanding and attest same. Mayor Graham is also authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 4.

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

SECTION 5.

The Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED:
PRESIDENT OF CITY COUNCIL

ATTESTED BY:
CITY CLERK

**FY2024 Justice Assistance Grant (JAG) Local Solicitation
Projects & Programs**

Grant # 2024 JAG Opportunity Number: O-BJA-2024-172238

Disparate Certification

A disparate allocation occurs when a city or municipality is scheduled to receive one and one-half times (150 percent) more than a county with concurrent jurisdiction, while that county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crime. Multiple disparate allocations occur when multiple cities or municipalities are collectively eligible to receive four times (400 percent) more than the county.

JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. For a listing of disparate jurisdictions, go to www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html.

Proj #	Name of Project	Agency	Amount	Description
1	Desktop/Laptop and Related Computer Replacement Project	PPD Services Bureau	\$59,618	This project proposes to purchase technical computer equipment for law enforcement and public safety use including desk top computers (towers, monitors, keyboards, etc), laptop computers, and other related computer componets such as mobile printers, and applicable and related software. Actual project cost is \$74,791. PPD will pay the extra \$19,791.00 with an IT Project fund, PST2306.
2	Evidence Storage Lockers	PPD Services Bureau	\$1,647	Purchase and install two large vertical lockers in the property and evidence processing room. These will be used to place items that need to be secured but are not ready for final submission.
3	Hyundai/Kia EDR Download Equipment	PPD Major Crash	\$17,800	The purchase of the Hyundai/Kia Combo EDR tool kit will allow the download of Hyundai and Kia vehicles manufactured after 2012. In the last 12 months, 404 crashes in the City of Pueblo have involved Hyundai and Kia vehicles that this equipment can be utilized on. This includes serious injury crashes, fatal crashes as well as minor crashes where the data could be used as evidence.
				\$79,065
1	Pepperball Launchers	PCSO	\$15,831	This project is for the Pueblo County Sheriff's Office to obtain equipment that is needed that will benefit our Law Enforcement division as well as our Detention division. Currently, we are limited on our less than lethal options and are requesting to purchase 15 Pepper Ball Launchers to equip both areas of our agency to control situations without having to use other less lethal options that can cause injury to the suspect such as bean bag rounds or tasers.
2	Spike Strips	PCSO	\$4,145	The project objective would be to increase the number of spike strips that we have in our vehicles and be able to prevent more high-speed pursuits to ensure safety of the public, officers involved and the suspect. If more deputies were assigned spike strips, we could likely immobilize pursuit vehicles, in a more reasonable and safe manner which has way less probability of anyone being injured.
				\$19,976
1	Technical projects/training and equipment.	PCDA	\$4,993	Purchase technology, supplies, equipment, and system upgrades, including the potential purchase of computers, monitors, color printers, and fax machines for employees working in the 10th Judicial District Attorney's Office involved with prosecution, victims and administration units.
				\$4,993
Total Grant Amount =			\$104,034	

**MEMORANDUM OF UNDERSTANDING
CONCERNING RECEIPT AND DISBURSEMENT OF
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
FUNDS FOR FY 2024
(GRANT OPPORTUNITY#_O-BJA-2024-172238)**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 9th day of September, 2024, by and between the City of Pueblo, a Colorado Municipal Corporation (hereafter referred to as the “City”) and Pueblo County, Colorado (hereafter referred to as the “County”).

WITNESSETH:

WHEREAS, the parties recognize that for FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) funding, administered by the U.S. Office of Justice Programs, Pueblo County has been certified as a disparate jurisdiction by the Colorado State Attorney General’s Office; and

WHEREAS, Federal Edward Byrne Memorial Justice Assistance Grant funding requires that a certified disparate county and the city or cities within the county are to divide available funds to their mutual satisfaction, and that if the parties are unable to reach a mutual agreement, no jurisdiction is eligible to receive funds; and

WHEREAS, the parties reached an agreement over the receipt of \$104,034.00 in JAG funds and the disbursement of those funds and wish to set such agreement as follows.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in accordance with Federal law, the parties agree as follows:

1. The \$104,034.00 JAG Grant Funds will be allocated as follows: The City will receive \$79,065.84 and will use these resources to fund one or more projects/programs that are outlined in the Program Narrative attachment of the application. The County will receive \$24,968.16 of which the Pueblo County Sheriff’s Department will receive \$19,974.53 to fund one or more different projects/programs that are outlined in the Program Narrative attachment of the application. The Pueblo County District Attorney will receive \$4,993.63 of the County’s allocation to fund one or more different projects/programs that are outlined in the Program Narrative attachment of the application. The City will serve as the applicant/fiscal agent.

2. The City, County, Pueblo County Sheriff’s Department and Pueblo County District Attorney shall each meet and comply with the assurances, certifications, general and special conditions set forth in the FY 2024 JAG Grant Funds Award which are incorporated herein as if set out herein in full and shall expend their respective funds solely for their approved projects.

Memorandum of Understanding
Concerning Receipt and Disbursement of
Edward Byrne Memorial Justice Assistance Grant Funds for FY 2024

Page – 2

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding the day and year first written above.

ATTEST:

PUEBLO COUNTY, COLORADO

By _____
Clerk to the Board

By _____
Chairman, Board of County Commissioners

ATTEST:

CITY OF PUEBLO, A Municipal Corporation

By _____
City Clerk

By _____
Mayor, Heather Graham

ATTEST:

PUEBLO COUNTY SHERIFF

By _____

By _____
David Lucero, Sheriff

ATTEST:

CITY OF PUEBLO POLICE DEPARTMENT

By _____

By _____
Chris Noeller, Chief of Police

ATTEST:

10TH JUDICIAL DISTRICT ATTORNEY

By _____

By _____
Jeff Chostner, District Attorney



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 23, 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: A RESOLUTION APPOINTING THE CITY CLERK AS THE DESIGNATED ELECTION OFFICIAL FOR THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, AND DIRECTING THE CITY CLERK TO CERTIFY THE CONTENT OF THE BALLOT FOR SAID ELECTION

SUMMARY:

This Resolution appoints the City Clerk as the Designated Election Official for the November 5, 2024 Special Municipal Election. This Resolution also directs the City Clerk to certify the content of the ballot for said election.

PREVIOUS COUNCIL ACTION:

On July 8, 2024, by Ordinance No. 10737, City Council directed that the November 5, 2024 Special Election be conducted as part of a Coordinated Election with Pueblo County.

BACKGROUND:

C.R.S. 1-5-203 (3)(a) requires that the Designated Election Official of each political subdivision participating in a Coordinated Election to certify the order of the ballot and ballot content. Such certification is to be delivered to the County Clerk and Recorder no later than sixty (60) days before the Coordinated Election.

FINANCIAL IMPLICATIONS:

The City shall pay to the County Clerk the City's share of the actual cost of materials and services directly attributable to the City's participation in the Coordinated Election. Funding for the costs associated with conducting this Special Municipal Election is allocated in the City Clerk's 2024 Departmental Budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not adopted, the City will be unable to proceed with the November 5, 2024 Special Municipal Election.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Ballot Order and Content Resolution 2024

RESOLUTION NO. _____

A RESOLUTION APPOINTING THE CITY CLERK AS THE DESIGNATED ELECTION OFFICIAL FOR THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024 AND DIRECTING THE CITY CLERK TO CERTIFY THE CONTENT OF THE BALLOT FOR SAID ELECTION

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

SECTION 1.

The City Clerk shall be and hereby is appointed as the Designated Election Official for the November 5, 2024 Special Municipal Election.

SECTION 2.

The content of the ballot for the City's Special Municipal Election to be held on November 5, 2024 shall be as follows:

Ballot Question No. 2A - Charter Amendment – Municipal Court Maximum Fines

Shall Sections 3-5 and 5-2 of the Charter of the City of Pueblo be amended to update the Charter to allow City Council to set by ordinance the maximum penalty to be imposed by Municipal Court consistent with Colorado Revised Statutes?

Yes _____
No _____

Ballot Question No. 2B - Charter Amendment – Modernize Terms & Technology

Shall the Charter of the City of Pueblo be amended to update and modernize terms and technology referenced within the Charter, and in connection therewith: amend Section 1-5 to include significant financial loss to the City in the definition of emergency ordinance; clarify Section 2-6 as to when an elected office is deemed vacant; amend Sections 2-10 and 3-19 to allow for publication of legal notices on the City's website; clarify Section 3-9 providing City Council may enter into contracts and leases; amend Section 3-18 to change the font used when amending the Charter and Municipal Code; amend Section 3-20 to include prevention of significant financial loss under Emergency Ordinances; amend Section 3-21 to remove the requirement that a paper copy of indexed ordinances be kept; amend Section 6-1 to remove the residency requirement for the City Attorney; amend Section 7-28 to allow the unit cost required for equipment-owned record keeping to be set by Ordinance; delete Section 8-12 to remove compulsory retirement; amend Section 15-6 to allow contract and purchase amount allowed by Trustees or Commissioners of Water Districts to be set by Ordinance and allowing publication of notice online?

Yes _____
No _____

Ballot Question No. 2C - Charter Amendment – Greater Election Coordination

Shall Article 19 of the Charter of the City of Pueblo be amended to allow for greater election coordination and lessen the need for standalone elections at the city's expense by extending the time allowed for the recall of elective officers?

Yes _____
No _____

Ballot Question No. 2D - Charter Amendment – Municipal Election Provisions

Shall the Charter of the City of Pueblo be amended as follows to amend Section 4-2 to adjust the Mayor's term for the possibility of a runoff election; amend Section 17-2 to allow for flexibility in the date of the runoff election; amend Section 17-5 to allow the timeframe for submission of petitions to be set by Ordinance; amend Section 17-6 to identify mail-in ballot as the preferred method; delete Sections 17-8 and 17-9 to remove the City Clerk's requirement to register voters; and amend Section 17-10 to allow the timeline for candidates' filing of statement of expense to be set by Ordinance?

Yes _____
No _____

SECTION 3.

The City Clerk shall be and hereby is directed to certify the content of the ballot for the November 5, 2024 Special Municipal Election in accordance with applicable law.

SECTION 4.

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 herein.

SECTION 5.

This Resolution shall take effect immediately upon final passage and approval.

INTRODUCED: _____

BY: _____

MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 23, 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 BRYAN 'KENT' SHELMAN TO SERVE A THREE-YEAR TERM EXPIRING OCTOBER 1, 2027 ON THE PUEBLO REGIONAL BUILDING COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Bryan 'Kent' Shelman to serve a three-year term expiring October 1, 2027 on the Pueblo Regional Building Commission.

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 normal term expirations, there is one spot available to complete a term on the Pueblo Regional Building Commission. Three candidates were interviewed by the Mayor.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF BRYAN 'KENT' SHELMAN TO SERVE A THREE-
YEAR TERM EXPIRING OCTOBER 1, 2027 ON THE PUEBLO
REGIONAL BUILDING COMMISSION

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Bryan 'Kent' Shelman to the Pueblo Regional Building Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Bryan 'Kent' Shelman to the Pueblo Regional Building Commission to serve a three-year term expiring October 1, 2027 shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 23, 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 APPOINTING COUNCILOR MARK ALIFF TO THE
FOUNTAIN CREEK WATERSHED FLOOD CONTROL & GREENWAY
DISTRICT GOVERNING BOARD

SUMMARY:

This Resolution appoints City Council President Mark Aliff to the Fountain Creek Watershed Flood Control & Greenway District Governing Board for a term expiring January 31, 2025.

PREVIOUS COUNCIL ACTION:

Resolution No. 15522, section 4, dated February 26, 2024 appointed Councilor Joe Latino to the Fountain Creek Watershed Flood Control & Greenway District Governing Board. Councilor Latino 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, Joe Latino, has resigned from this position, requiring a new appointment. Councilor Flores will remain the alternate designee.

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.

A RESOLUTION APPOINTING COUNCILOR MARK ALIFF TO
THE FOUNTAIN CREEK WATERSHED FLOOD CONTROL &
GREENWAY DISTRICT GOVERNING BOARD

WHEREAS, on February 26, 2024, City Council confirmed the appointment of Joe Latino to the Fountain Creek Watershed Flood Control & Greenway District Governing Board for a one-year term expiring January 31, 2025; and

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Councilor Mark Aliff is hereby appointed to the Fountain Creek Watershed Flood Control & Greenway District Governing 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: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 23, 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: A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 152.27-ACRE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION NO. 1, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHEAST OF STATE HIGHWAY 78 AND WEST OF THE PASTORA RANCH ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

SUMMARY:

The City Clerk received an annexation petition for a 152.27-acre area located southeast of State Highway 78 and west of the Pastora Ranch Annexation. This Resolution will determine if the petition for annexation is valid under the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1), tables final action on the petition for a period not more than 180 days and refer the petition to the Planning and Zoning Commission for review and recommendation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On August 28, 2024 the petitioner, RJPC RANCH, LLC, a Colorado Limited Liability Company, submitted an annexation petition for the Jackson Ranch Annexation No. 1 totaling 152.27-acres. One concurrent annexation petition was submitted by RJ Development, LLC for 439.33-acres of property located southeast of State Highway 78 and west of the Pastora Ranch annexation. The Jackson Ranch Annexations will be reviewed simultaneously to provide 1/6 contiguity with the city limits, which is necessary

for annexation into the City Pueblo. Proposed land uses, within the Jackson Ranch Annexation No. 1, include medium and high-density residential development. The total land area of the two annexations is 591.60-acres.

This Resolution preliminarily determines that the petition for annexation is valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1). In accordance with the procedure established in the Pueblo Municipal Code, the final action on the petition is tabled for a period of not more than one hundred eighty (180) days and the petition is referred to the Planning and Zoning Commission for review and recommendation.

FINANCIAL IMPLICATIONS:

The filing of the annexation petition and the approval of the Resolution determining the property substantially complies with the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and does not result in any direct financial impact to the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

None at this point in the review process.

STAKEHOLDER PROCESS:

Copies of the Petition for Annexation will be sent by registered mail by the City Clerk, the Board of County Commissioners, the County Attorney of Pueblo County and to any school district or special district having territory within the area to be annexed. Copies of an Annexation Impact Report will be filed with all taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

None.

RECOMMENDATION:

The City Planning staff has reviewed the annexation petition for compliance with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and recommends that City Council preliminarily finds that the petition is valid according to Colorado Revised Statutes.

ATTACHMENTS:

1. Combined Attachments

RESOLUTION NO.

A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 152.27-ACRE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION NO. 1, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHEAST OF STATE HIGHWAY 78 AND WEST OF THE PASTORA RANCH ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

WHEREAS, a Petition for Annexation of the area described in Section 1 hereof has been filed with the City Clerk; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Petition for Annexation ("Petition") of the following described area situated in Pueblo County, Colorado, is hereby found and determined to be in substantial compliance with the provisions of C.R.S. §31-12-104(1)(a) and §31-12-107(1):

1. AREAS TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19 AND A PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78; THENCE N. 51°35'59" E. ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 230.91 FEET; THENCE S. 38°24'01" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1.00 FEET; THENCE N. 51°35'59" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 749.66 FEET; THENCE N. 89°35'23" E., A DISTANCE OF 448.61 FEET; THENCE S. 00°23'05" E., A DISTANCE OF 208.52 FEET; THENCE N. 89°36'55" E., A DISTANCE OF 309.80 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 130.93 FEET; THENCE N. 89°35'18" E., A DISTANCE OF 199.98 FEET; THENCE N. 00°24'05" W., A DISTANCE OF 199.98 FEET; THENCE S. 89°35'13" W., A DISTANCE OF 200.16 FEET; THENCE S.

00°27'11" E., A DISTANCE OF 68.05 FEET; THENCE S. 89°36'55" W., A DISTANCE OF 100.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 152.270 ACRES, MORE OR LESS

1. PROPOSED NEW CITY LIMITS LINE:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

1. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

SECTION 2.

Final action on the Petition is hereby tabled for a period of not more than one hundred eighty (180) days and the Petition is hereby referred to the Planning and Zoning Commission for review and recommendation.

SECTION 3.

Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council, without undue delay, shall make a final determination by Resolution whether the petition substantially complies with the applicable requirements of Section 31-12-107(1), C.R.S. and establish the date, time and place the City Council will hold a public hearing to determine if the proposed annexation complies with sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Resolution.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 23, 2024

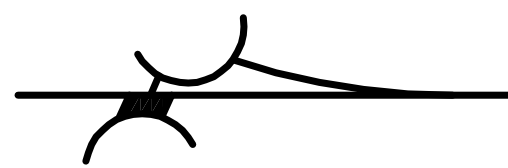
BY: None
MEMBER OF CITY COUNCIL

APPROVED:
PRESIDENT OF CITY COUNCIL

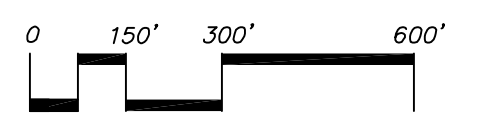
ATTESTED BY:
CITY CLERK

JACKSON RANCH ANNEXATION No. 1

A PORTION OF THE SOUTH HALF OF SECTION 19 AND A PORTION OF THE SOUTH HALF OF SECTION 20,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 300'



LEGEND

EXISTING CITY LIMITS LINE
PROPOSED CITY LIMITS LINE

BASIS OF BEARINGS:

THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. MONUMENTED ON THE WEST END WITH FOUND 3 1/4" DIA. ALUMINUM CAP, P.L.S. No. 25948, AND ON THE EAST END WITH A FOUND STONE, BEARS N. 89°28'19" E.

1. AREA TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19 AND A PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., A DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78; THENCE N. 51°35'59" E. ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 230.91 FEET; THENCE S. 38°24'01" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1.00 FEET; THENCE N. 51°35'59" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 749.66 FEET; THENCE N. 89°35'23" E., A DISTANCE OF 448.61 FEET; THENCE S. 00°23'05" E., A DISTANCE OF 208.52 FEET; THENCE N. 89°36'55" E., A DISTANCE OF 309.80 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 130.93 FEET; THENCE N. 89°35'18" E., A DISTANCE OF 199.98 FEET; THENCE N. 00°24'05" W., A DISTANCE OF 199.98 FEET; THENCE S. 89°35'13" W., A DISTANCE OF 200.16 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 68.05 FEET; THENCE S. 89°36'55" W., A DISTANCE OF 100.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 152.270 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

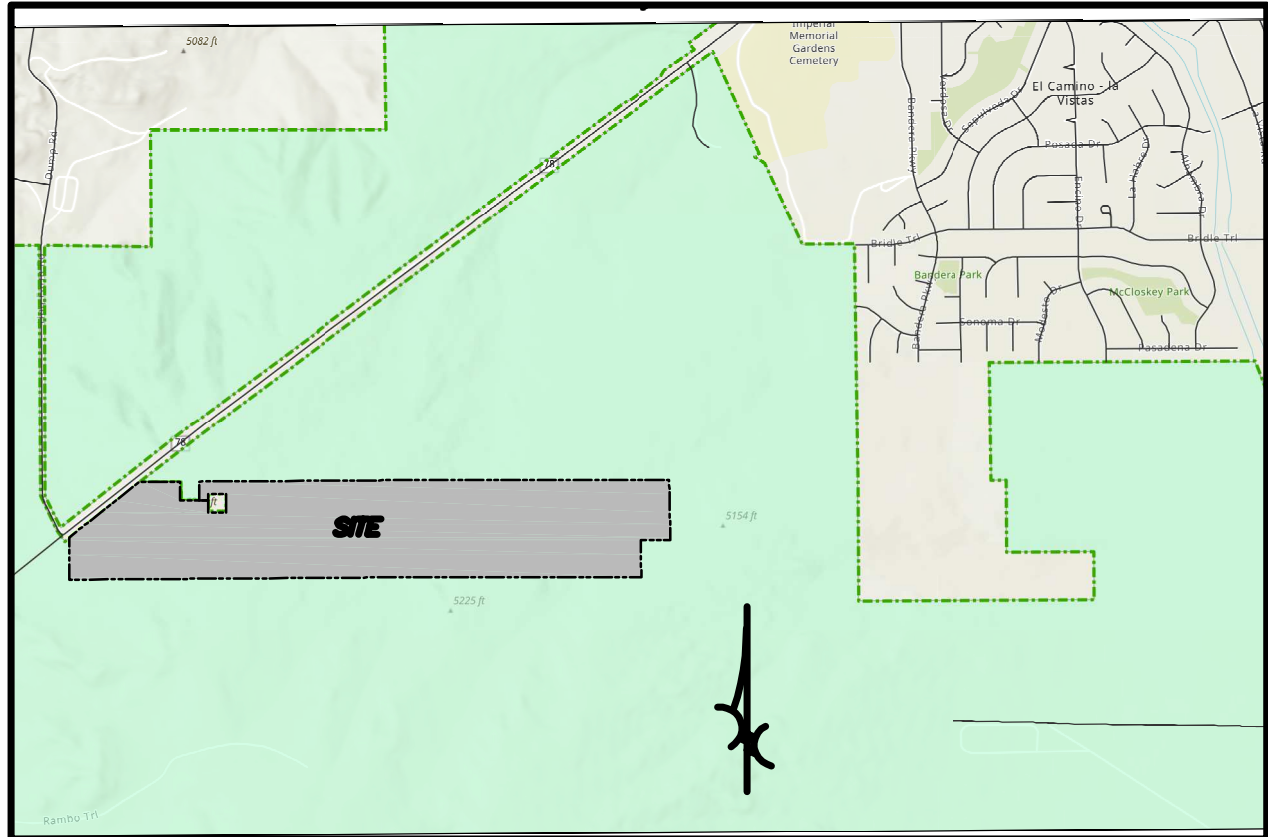
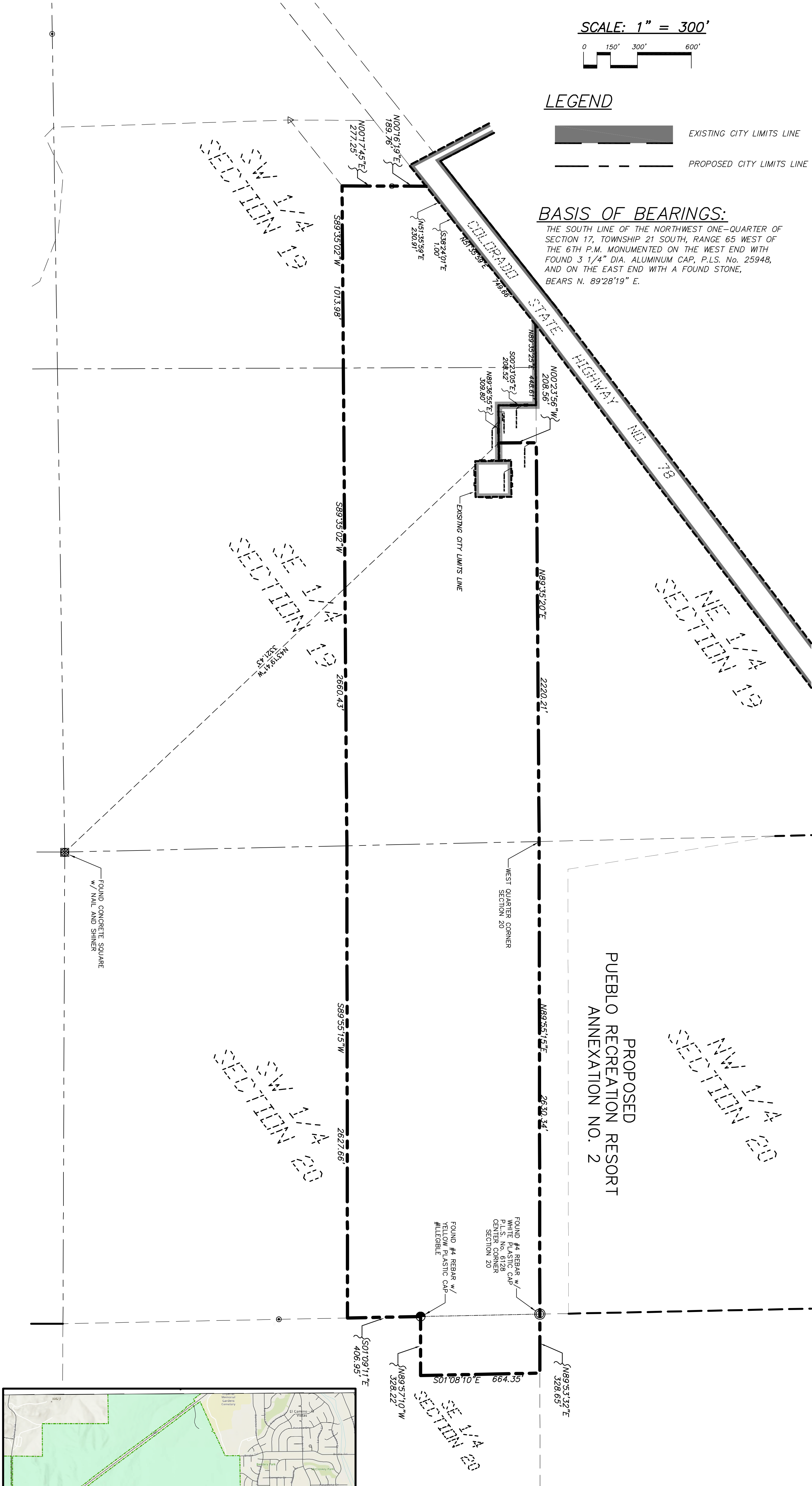
COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., A DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By: _____
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on behalf of NorthStar Engineering
And Surveying, Inc.



VICINITY MAP

PROPOSED
PUEBLO RECREATION RESORT
ANNEXATION NO. 2

NORTHSTAR ENGINEERING AND SURVEYING, INC. 111 E. 5TH ST. PUEBLO, CO 81003				(719)544-6823 (719)544-6825 FAX
ANNEXATION PLAT				FILE: 2203200-ANNEX.DWG
SCALE: 1" = 300'	DRAWN BY: DJA	JOB NO. 2203200		SHEET 1 OF 1
DATE: 03-04-2024	CHECKED BY: MLC			

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

Attached is a blank Petition for Annexation to be completed and filed with the City Clerk of the City of Pueblo together with an original print of an annexation map, annexation petition with original property owner signatures, and satisfactory evidence of the names and addresses of all the owners of land within the area proposed to be annexed. In addition to the hard copy submittal, the City requires an electronic copy of all submittal documents. All petitioners must sign the Petition for Annexation within 180 days before the date of filing with the City Clerk. **Prior to filing with the City Clerk all documents must be reviewed by the City's Director of Planning and Community Development.**

TO BE COMPLETED BY PETITIONERS

Name of Annexation: Jackson Ranch Annexation No. 1

Location and size in acres: Sections 19 and 20, Township 21 South,
Range 65, West of the 6th P.M., County of Pueblo, Colorado,
152.27 acres.
100 % of Owners
School District No. 60; Special District: none established to date

Annexation Agreement: The City requires the Petitioner to enter into an Annexation Agreement prior to the effective date of the annexation. Such Agreement shall constitute conditions of annexation as effectively as if set forth in the Petition For Annexation.

For Office Use Only: Date Reviewed by Director of Land Use _____
Date Petition Filed _____ Filing Fee \$ _____ Paid _____
Resolution Finding Substantial Compliance adopted _____,
Date of Public Hearing _____; Notice of Public Hearing Published: _____,
_____, _____, and _____.

Copy of published Notice and Petition For Annexation sent by Registered Mail on _____
to Pueblo County Board of County Commissioners, Pueblo County
Attorney, School District _____, Southeastern Water Conservancy District, Pueblo Library
District, Other _____ and special district _____.

Upon receipt of this Annexation Information Sheet, Petition For Annexation, a hard copy of the annexation map, and evidence of ownership, the City Clerk will forward copies of the Annexation Information Sheet and Petition for Annexation together with the evidence of ownership and annexation map to the Director of Land Use and refer the Petition For Annexation to the City Council as a communication.

**CITY OF PUEBLO
PETITION FOR ANNEXATION**

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

Pursuant to the Municipal Annexation Act of 1965 and C.R.S. §31-12-107(1) the undersigned landowners within the area proposed for annexation hereby petition the City Council of the City of Pueblo for annexation to the City of Pueblo (herein "City") of the following described unincorporated area located in the County of Pueblo, State of Colorado:

A PORTION OF THE SOUTH HALF OF SECTION 19 AND A PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78; THENCE N. 51°35'59" E. ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 230.91 FEET; THENCE S. 38°24'01" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1.00 FEET; THENCE N. 51°35'59" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 749.66 FEET; THENCE N. 89°35'23" E., A DISTANCE OF 448.61 FEET; THENCE S. 00°23'05" E., A DISTANCE OF 208.52 FEET; THENCE N. 89°36'55" E., A DISTANCE OF 309.80 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 130.93 FEET; THENCE N. 89°35'18" E., A DISTANCE OF 199.98 FEET; THENCE N. 00°24'05" W., A DISTANCE OF 199.98 FEET; THENCE S. 89°35'13" W., A DISTANCE OF 200.16 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 68.05 FEET; THENCE S. 89°36'55" W., A DISTANCE OF 100.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 152.270 ACRES, MORE OR LESS

As ground for this annexation, Petitioners state:

1. It is desirable and necessary that the area herein described be annexed to the City.
2. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with existing boundaries of the City.

3. This petition for annexation has been signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed and owning more than fifty percent (50%) of the area, excluding public street, alleys, and any land owned by the City.
4. A community of interest exists between the area proposed to be annexed and the City.
5. The area proposed to be annexed is urban or will be urbanized in the near future.
6. The area proposed to be annexed is integrated with or is capable of being integrated with the City.
7. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (a) is divided into separate parts or parcels without the written consent of the landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way; or,
 - (b) comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the annexation, is included within the territory proposed to be annexed without the written consent of the landowner or landowners.
8. The mailing address of each signer, the legal description of the land owned by each landowner and the date of signing of each signature are shown on this petition.
9. Attached to this petition is the affidavit of the circulator of this petition that each signature hereon is the signature of the person whose name it purports to be.
10. Accompanying this petition are an electronic and one hard copy of the annexation map containing the following information:
 - (a) A written legal description of the boundaries of the area proposed to be annexed;
 - (b) A map showing the boundary of the area proposed to be annexed. (Such map shall be prepared by and contain the seal of a Colorado registered engineer or land surveyor);
 - (c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - (d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City and the area proposed to be annexed with the dimension of such boundary.

11. The area proposed to be annexed is not presently a part of any incorporated city or town.
12. No part of the area proposed to be annexed is more than three miles in any direction from any point of the boundaries of the City as such was established more than one year before this annexation will take place.
13. As condition of and in consideration of the City annexing the area proposed to be annexed, Petitioners, for themselves and their heirs, personal representatives, successors and assigns:
 - (a) Waive and release all previously acquired or existing vested property rights attached to or established with respect to the area proposed to be annexed and acknowledge and agree that the annexation of the area proposed to be annexed is not a site specific development plan and no vested property right shall attach to or be established with respect to the area proposed to be annexed.
 - (b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services; including, but not limited to sanitary sewer services, to the area proposed to be annexed.
 - (c) "Vested property right" and "site specific development plan" shall have the same meaning as set forth in Chapter 12 of Title XVII of the 1971 Code of Ordinances of the City and Article 60, Title 24, C.R.S.
14. Petitioners and the City shall enter into an Annexation Agreement prior to the effective date of this annexation:

WHEREFORE, Petitioners request that the City Council of Pueblo approve the annexation of the above described area to the City of Pueblo (all Petitioners must sign this Petition within 180 days prior to the date of filing with the City Clerk.

SIGNATURE

**MAILING
ADDRESS**

**LEGAL
DESCRIPTION**

**DATE OF
SIGNING**

[Handwritten Signature]

*17 South Wadsworth Ave
Coke Spgs, CO 80903*

8/6/24

Lined area for additional entries or notes.

CIRCULATOR'S OATH

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

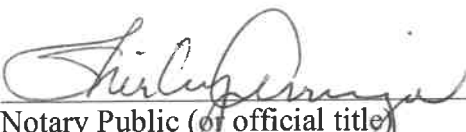
The undersigned of lawful age being first duly sworn upon oath deposes and states that I circulated the foregoing Petition For Annexation and that each signature therein is the signature of the person whose name it purports to be.

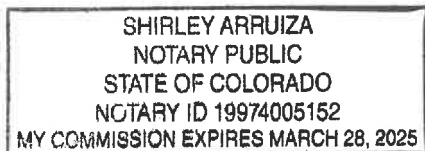

Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of EL PASO,
State of COLORADO, this 6TH day of AUGUST,
2024,
By RAYMOND F. O'SULLIVAN.

Witness my hand and official seal.
My commission expires: 03-28-2025.

(SEAL)


Notary Public (or official title)





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 23, 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: A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 439.33-ACRE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION NO. 2, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTH OF THE PROPOSED JACKSON RANCH ANNEXATION NO. 1, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

SUMMARY:

The City Clerk received an annexation petition for a 439.33-acre area located southeast of State Highway 78 and south of the proposed Jackson Ranch Annexation No. 1. This Resolution will determine if the petition for annexation is valid under the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1), tables final action on the petition for a period not more than 180 days and refer the petition to the Planning and Zoning Commission for review and recommendation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On August 28, 2024 the petitioner, RJPC RANCH, LLC, a Colorado Limited Liability Company and Pueblo, a Colorado Municipal Corporation, submitted an annexation petition for the Jackson Ranch Annexation No. 2 totaling 439.33-acres. The City of Pueblo owns approximately two acres designated for the benefit of Pueblo Water that is included within the annexation area. One concurrent annexation petition was submitted by RJPC RANCH, LLC for 152.27-acres of property located southeast of State Highway

78 and south of the proposed Jackson Ranch Annexation No. 1. The Jackson Ranch Annexations will be reviewed simultaneously to provide 1/6 contiguity with the city limits, which is necessary for annexation into the City Pueblo. Proposed land uses, within the Jackson Ranch Annexation No. 2, include low, medium and high-density residential development, and a park area. The total land area of the two annexations is 591.60 acres.

This Resolution preliminarily determines that the petition for annexation is valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1). In accordance with the procedure established in the Pueblo Municipal Code, the final action on the petition is tabled for a period of not more than one hundred eighty (180) days and the petition is referred to the Planning and Zoning Commission for review and recommendation.

FINANCIAL IMPLICATIONS:

The filing of the annexation petition and the approval of the Resolution determining the property substantially complies with the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and does not result in any direct financial impact to the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

None at this point in the review process.

STAKEHOLDER PROCESS:

Copies of the Petition for Annexation will be sent by registered mail by the City Clerk, the Board of County Commissioners, the County Attorney of Pueblo County and to any school district or special district having territory within the area to be annexed. Copies of an Annexation Impact Report will be filed with all taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

None.

RECOMMENDATION:

The City Planning staff has reviewed the annexation petition for compliance with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and recommends that City Council preliminarily finds that the petition is valid according to Colorado Revised Statutes

ATTACHMENTS:

1. Combined Attachments

RESOLUTION NO.

A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 439.33-ACRE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION NO. 2, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTH OF THE PROPOSED JACKSON RANCH ANNEXATION NO. 1, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

WHEREAS, a Petition for Annexation of the area described in Section 1 hereof has been filed with the City Clerk; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Petition for Annexation ("Petition") of the following described area situated in Pueblo County, Colorado, is hereby found and determined to be in substantial compliance with the provisions of C.R.S. §31-12-104(1)(a) and §31-12-107(1):

1. AREAS TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 29; THENCE N. 00°22'16" W., A DISTANCE OF 2578.85 FEET TO THE POINT OF BEGINNING; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS

950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 526.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 276.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 276.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1; THENCE N. 89°35'02" E., A DISTANCE OF 2660.43 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2627.66 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., A DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 439.33 ACRES, MORE OR LESS

1. PROPOSED NEW CITY LIMITS LINE:

BEGINNING AT THE SOUTHEAST CORNER OF JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 526.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A

DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 276.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 276.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1 AND THE POINT OF TERMINUS.

1. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

SECTION 2.

Final action on the Petition is hereby tabled for a period of not more than one hundred eighty (180) days and the Petition is hereby referred to the Planning and Zoning Commission for review and recommendation.

SECTION 3.

Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council, without undue delay, shall make a final determination by Resolution whether the petition substantially complies with the applicable requirements of Section 31-12-107(1), C.R.S. and establish the date, time and place the City Council will hold a public hearing to determine if the proposed annexation complies with sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Resolution.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED:
PRESIDENT OF CITY COUNCIL

ATTESTED BY:
CITY CLERK

JACKSON RANCH ANNEXATION No. 2

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, ALL OF THE NORTHWEST QUARTER AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO

1. AREA TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, ALL OF THE NORTHWEST QUARTER AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 29; THENCE N. 00°22'16" W., A DISTANCE OF 2578.85 FEET TO THE POINT OF BEGINNING; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 526.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 276.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 276.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1; THENCE N. 89°55'15" E., A DISTANCE OF 2660.43 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 439.33 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

BEGINNING AT THE SOUTHEAST CORNER OF JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 526.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET;

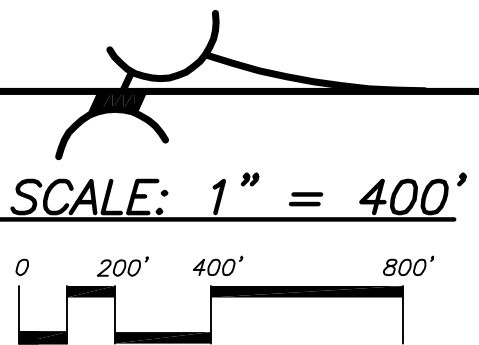
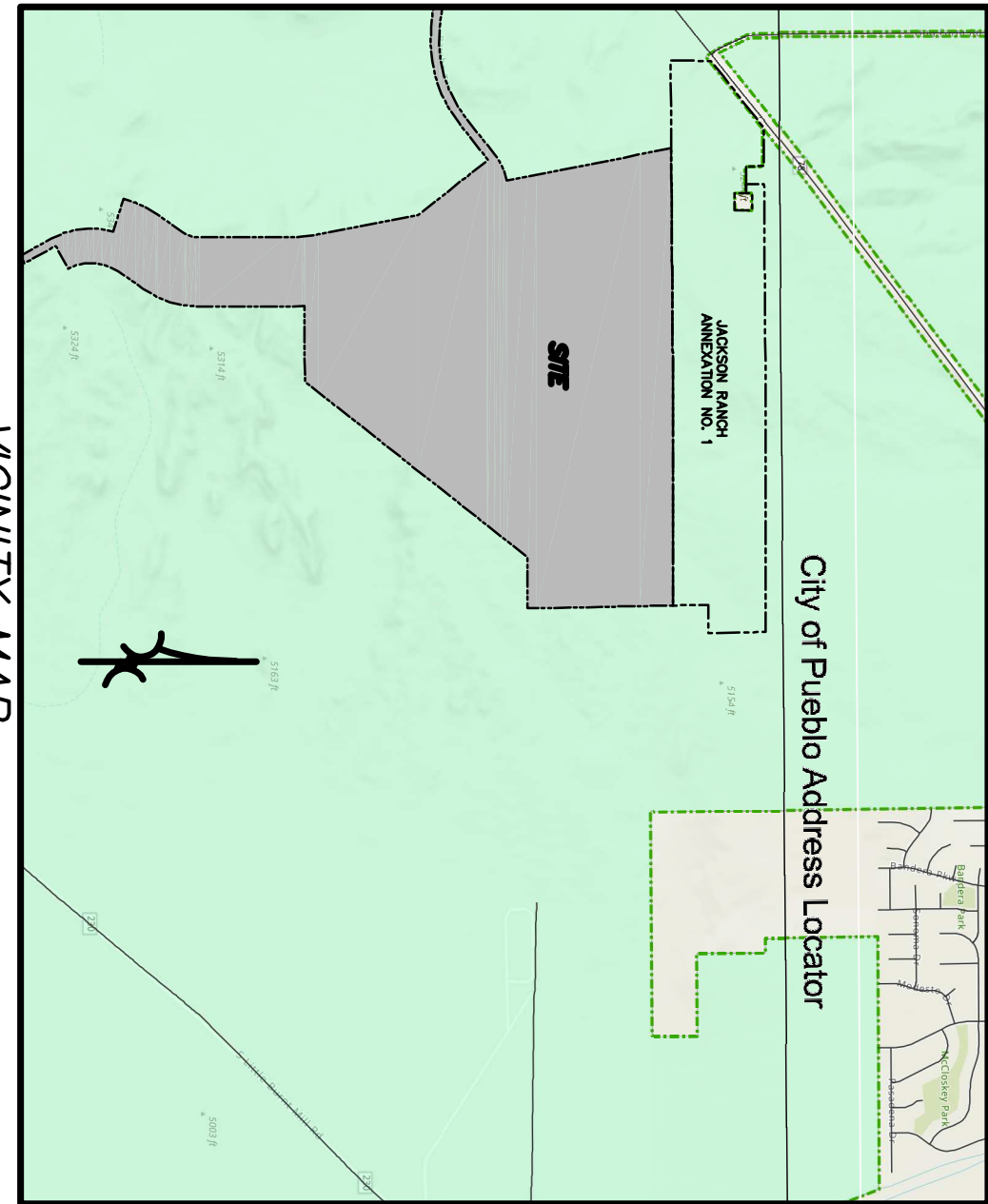
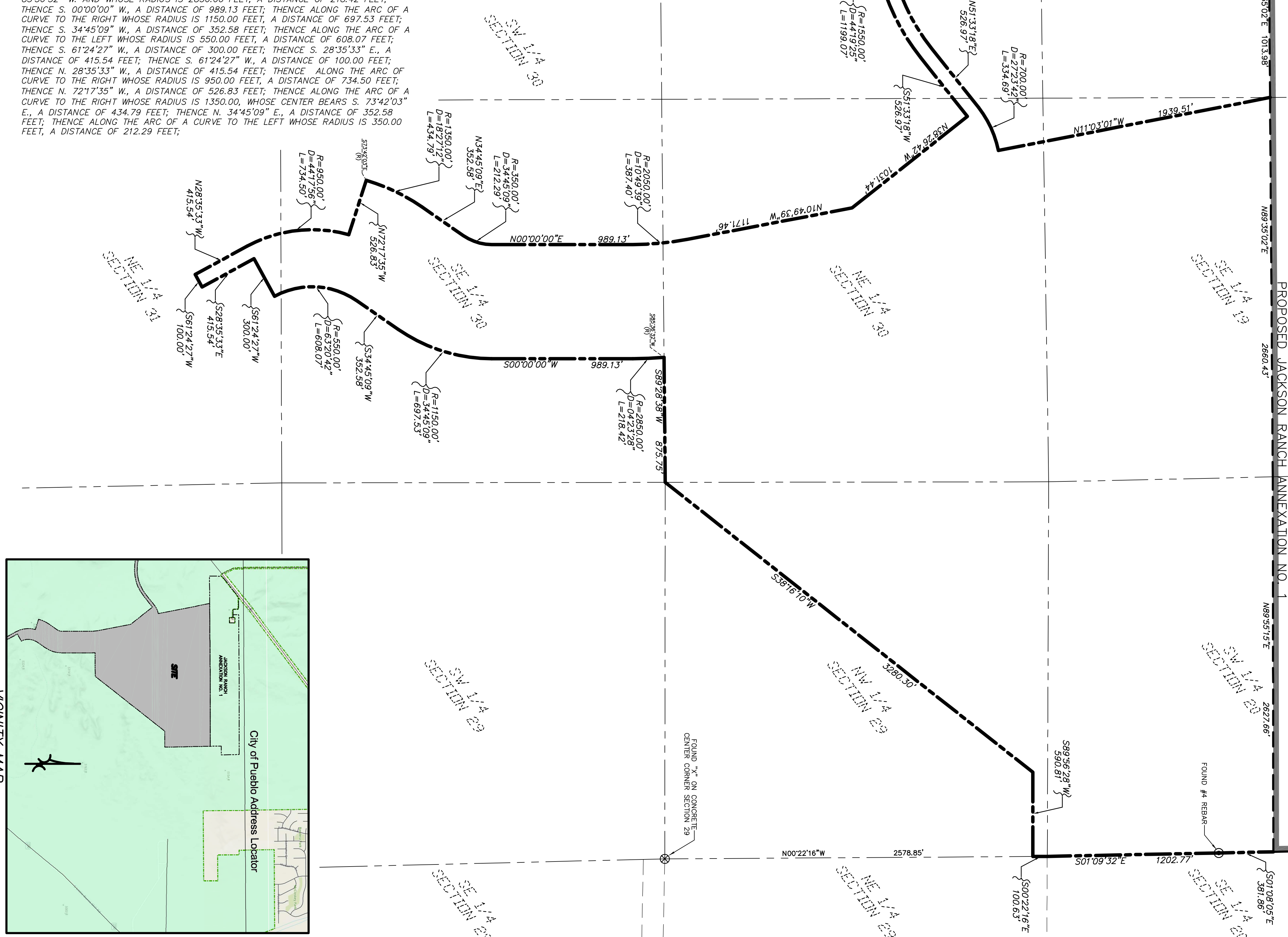
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3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By:
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 35485
For and on behalf of NorthStar Engineering
And Surveying, Inc.



BASIS OF BEARINGS:

THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. MONUMENTED ON THE WEST END WITH FOUND 3 1/4" DIA. ALUMINUM CAP, P.L.S. No. 25948, AND ON THE EAST END WITH A FOUND STONE, BEARS N. 89°28'19" E.

LEGEND

- EXISTING CITY LIMITS LINE
- PROPOSED CITY LIMITS LINE

NORTHSTAR ENGINEERING AND SURVEYING, INC.		(719)544-6823 (719)544-6825 FAX	
111 E. 5TH ST. PUEBLO, CO 81003			
FILE: 2203200--ANNEX.DWG			
TITLE: ANNEXATION PLAT		JOB NO. 2203200	
SCALE: 1" = 400'	DRAWN BY: DJA	CHECKED BY: MLC	SHEET 1 OF 1
DATE: 04-12-2024			

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

Attached is a blank Petition for Annexation to be completed and filed with the City Clerk of the City of Pueblo together with an original print of an annexation map, annexation petition with original property owner signatures, and satisfactory evidence of the names and addresses of all the owners of land within the area proposed to be annexed. In addition to the hard copy submittal, the City requires an electronic copy of all submittal documents. All petitioners must sign the Petition for Annexation within 180 days before the date of filing with the City Clerk. **Prior to filing with the City Clerk all documents must be reviewed by the City's Director of Planning and Community Development.**

TO BE COMPLETED BY PETITIONERS

Name of Annexation: Jackson Ranch Annexation No. 2

Location and size in acres: Sections 19, 20, 25, 29, and 30, Township 21 South,
Ranges 65 and 66, West of the 6th P.M., County of Pueblo, Colorado,
439.33 acres.

100 % of Owners

School District No. 60; Special District: none established to date

Annexation Agreement: The City requires the Petitioner to enter into an Annexation Agreement prior to the effective date of the annexation. Such Agreement shall constitute conditions of annexation as effectively as if set forth in the Petition For Annexation.

For Office Use Only: Date Reviewed by Director of Land Use _____
Date Petition Filed _____ Filing Fee \$ _____ Paid _____
Resolution Finding Substantial Compliance adopted _____,
Date of Public Hearing _____; Notice of Public Hearing Published: _____,
_____, _____, and _____.

Copy of published Notice and Petition For Annexation sent by Registered Mail on
_____ to Pueblo County Board of County Commissioners, Pueblo County
Attorney, School District _____, Southeastern Water Conservancy District, Pueblo Library
District, Other _____ and special district _____.

Upon receipt of this Annexation Information Sheet, Petition For Annexation, a hard copy of the annexation map, and evidence of ownership, the City Clerk will forward copies of the Annexation Information Sheet and Petition for Annexation together with the evidence of ownership and annexation map to the Director of Land Use and refer the Petition For Annexation to the City Council as a communication.

**CITY OF PUEBLO
PETITION FOR ANNEXATION**

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

Pursuant to the Municipal Annexation Act of 1965 and C.R.S. §31-12-107(1) the undersigned landowners within the area proposed for annexation hereby petition the City Council of the City of Pueblo for annexation to the City of Pueblo (herein "City") of the following described unincorporated area located in the County of Pueblo, State of Colorado:

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 29; THENCE N. 00°22'16" W., A DISTANCE OF 2578.85 FEET TO THE POINT OF BEGINNING; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 526.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE

N. 38°24'03" W., A DISTANCE OF 276.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 276.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1; THENCE N. 89°35'02" E., A DISTANCE OF 2660.43 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2627.66 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., A DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 439.33 ACRES, MORE OR LESS

As ground for this annexation, Petitioners state:

1. It is desirable and necessary that the area herein described be annexed to the City.
2. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with existing boundaries of the City.
3. This petition for annexation has been signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed and owning more than fifty percent (50%) of the area, excluding public street, alleys, and any land owned by the City.
4. A community of interest exists between the area proposed to be annexed and the City.
5. The area proposed to be annexed is urban or will be urbanized in the near future.
6. The area proposed to be annexed is integrated with or is capable of being integrated with the City.
7. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (a) is divided into separate parts or parcels without the written consent of the landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way; or,
 - (b) comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the annexation, is included within the

territory proposed to be annexed without the written consent of the landowner or landowners.

8. The mailing address of each signer, the legal description of the land owned by each landowner and the date of signing of each signature are shown on this petition.
9. Attached to this petition is the affidavit of the circulator of this petition that each signature hereon is the signature of the person whose name it purports to be.
10. Accompanying this petition are an electronic and one hard copy of the annexation map containing the following information:
 - (a) A written legal description of the boundaries of the area proposed to be annexed;
 - (b) A map showing the boundary of the area proposed to be annexed. (Such map shall be prepared by and contain the seal of a Colorado registered engineer or land surveyor);
 - (c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - (d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City and the area proposed to be annexed with the dimension of such boundary.
11. The area proposed to be annexed is not presently a part of any incorporated city or town.
12. No part of the area proposed to be annexed is more than three miles in any direction from any point of the boundaries of the City as such was established more than one year before this annexation will take place.
13. As condition of and in consideration of the City annexing the area proposed to be annexed, Petitioners, for themselves and their heirs, personal representatives, successors and assigns:
 - (a) Waive and release all previously acquired or existing vested property rights attached to or established with respect to the area proposed to be annexed and acknowledge and agree that the annexation of the area proposed to be annexed is not a site specific development plan and no vested property right shall attach to or be established with respect to the area proposed to be annexed.
 - (b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services; including, but not limited to sanitary sewer services, to the area proposed to be annexed.

- (c) “Vested property right” and “site specific development plan” shall have the same meaning as set forth in Chapter 12 of Title XVII of the 1971 Code of Ordinances of the City and Article 60, Title 24, C.R.S.

14. Petitioners and the City shall enter into an Annexation Agreement prior to the effective date of this annexation:

WHEREFORE, Petitioners request that the City Council of Pueblo approve the annexation of the above described area to the City of Pueblo (all Petitioners must sign this Petition within 180 days prior to the date of filing with the City Clerk.

SIGNATURE



**MAILING
ADDRESS**

17 South Wahsatch Av.
Colo 9185, CO 80903

**LEGAL
DESCRIPTION**

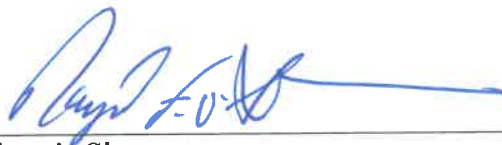
**DATE OF
SIGNING**

8/6/24

CIRCULATOR'S OATH

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The undersigned of lawful age being first duly sworn upon oath deposes and states that I circulated the foregoing Petition For Annexation and that each signature therein is the signature of the person whose name it purports to be.



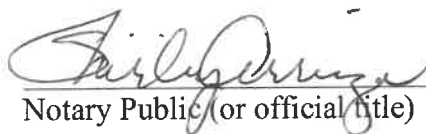
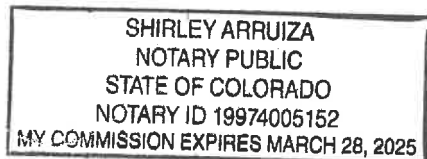
Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of EL PASO,
State of COLORADO, this 6th day of AUGUST,
2024.
By RAYMOND F. O'SULLIVAN.

Witness my hand and official seal.

My commission expires: 03-28-2025.

(SEAL)


Notary Public (or official title)

CIRCULATOR'S OATH

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The undersigned of lawful age being first duly sworn upon oath deposes and states that I circulated the foregoing Petition For Annexation and that each signature therein is the signature of the person whose name it purports to be.

Scott Hobson
Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of Pueblo,
State of Colorado, this 13th day of September,
2024,
By Scott Hobson.

Witness my hand and official seal.
My commission expires: 4/28/2026.

(SEAL)

Michelle Cruz
Notary Public (or official title)

MICHELLE CRUZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224017249
MY COMMISSION EXPIRES APR 28, 2026



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 23, 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 ESTABLISHING PROJECT ACCOUNT CI2450 - FEASIBILITY CITY ELECTRIC UTILITY, TRANSFERRING BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$35,525.16 FROM PROJECT CI2012 - ENERGY ADVOCACY PROJECT TO PROJECT CI2450 - FEASIBILITY CITY ELECTRIC UTILITY AND TRANSFERRING FUNDS IN THE AMOUNT OF \$150,000.00 FROM PUBLIC WORKS CONTRACT SERVICES 10140103-53003 TO PROJECT CI2450 - FEASIBILITY CITY ELECTRIC UTILITY

SUMMARY:

This Resolution directs that a new Project Account, CI2450 - Feasibility City Electric Utility, be established and that funds in Project Account CI2012 - Energy Advocacy Project and funds from Public Works Contract Services be transferred from that account into the newly-established account.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In July, Black Hills announced its intention to raise electric rates within its service area in Colorado and filed its proposed rate increase filing with the Public Utilities Commission. Customers in Black Hills' service area already pay among the highest rates in the state and the proposed rates represent an increase of 18-20% for residential, commercial, and government customers. Funds budgeted and appropriated into project account CI2450 will be used to complete a feasibility study investigating alternatives associated with municipalization of electric utility assets including transmission, distribution, and generation assets in the Black Hills service area.

FINANCIAL IMPLICATIONS:

Previously budgeted and appropriated funds in the amount of \$35,525.16 will be transferred from Project CI2012, Energy Advocacy Project to Project CI2450 - Feasibility City Electric Utility.

Funds in the amount of \$150,000.00 will be transferred from Public Works Contract Services 10140103-53003 to Project CI2450 - Feasibility City Electric Utility.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the feasibility study without the funding.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION ESTABLISHING PROJECT ACCOUNT CI2450 - FEASIBILITY CITY ELECTRIC UTILITY, TRANSFERRING BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$35,525.16 FROM PROJECT CI2012 - ENERGY ADVOCACY PROJECT TO PROJECT CI2450 - FEASIBILITY CITY ELECTRIC UTILITY AND TRANSFERRING FUNDS IN THE AMOUNT OF \$150,000.00 FROM PUBLIC WORKS CONTRACT SERVICES 10140103-53003 TO PROJECT CI2450 - FEASIBILITY CITY ELECTRIC UTILITY

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project CI2450, Feasibility City Electric Utility, is hereby established.

SECTION 2.

Previously budgeted and appropriated funds in the amount of \$35,525.16 are hereby transferred from project account CI2012 - Energy Advocacy Project into account Project CI2450, Feasibility City Electric Utility.

SECTION 3.

Funds in the amount of \$150,000.00 are hereby transferred from Public Works Contract Services 10140103-53003 to Project CI2450, Feasibility City Electric Utility.

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: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 23, 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 SETTING AND ESTABLISHING A FEE SCHEDULE RELATED TO THE IMPOUNDMENT OF ABANDONED SHOPPING CARTS

SUMMARY:

This Resolution will establish and set a new fee schedule related to the impoundment of abandoned shopping carts within the City Limits of Pueblo.

PREVIOUS COUNCIL ACTION:

On September 9, 2024, City Council approved an Ordinance to amend Chapter 3 of Title VII of the Pueblo Municipal Code to establish regulations related to the management and use of shopping carts within the City of Pueblo.

BACKGROUND:

If approved, this Resolution will establish a schedule for impoundment fees for abandoned shopping carts.

FINANCIAL IMPLICATIONS:

All revenues generated through the collection of impoundment fees for abandoned shopping carts shall be deposited in the City's General Fund.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to pass this Resolution will preclude the adoption of a fee schedule related to the impoundment of abandoned shopping carts.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION SETTING AND ESTABLISHING A FEE
SCHEDULE RELATED TO THE IMPOUNDMENT OF
ABANDONED SHOPPING CARTS

WHEREAS, City Council approved an Ordinance to amend Chapter 3 of Title VII of the Pueblo Municipal Code to regulate abandoned shopping carts and provide City staff with procedures for enforcement, recovery, transportation, storage, and disposal of abandoned shopping carts within the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The following fees shall be imposed by the City for the recovery, transport, storage, and disposal of abandoned shopping carts within the City of Pueblo:

<u>Fee Description</u>	<u>Fee Amount</u>
Recovery and Transport	\$20.00 per cart
Storage (up to 10 days)	\$20.00 per cart per day
Storage (11-20 days)	\$40.00 per cart per day
Storage (21-30 days)	\$60.00 per cart per day
Disposal	\$100.00 per cart

SECTION 2.

A retail establishment that has been assessed fees imposed under this Resolution may request a public hearing from City Council.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately after the date of final action by City Council.

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____

CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 23, 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 AMENDING SECTION 2 OF RESOLUTION NO. 14990 WHICH SET A SCHEDULE OF FEES TO BE COLLECTED THROUGH CHARGEPOINT, INC., A DELAWARE CORPORATION, FOR PUBLIC USE OF CITY-OWNED ELECTRIC VEHICLE CHARGING STATIONS EFFECTIVE OCTOBER 1, 2024

SUMMARY:

This Resolution amends Section 2 of Resolution No. 14990 which set a schedule of fees for EV charging stations.

PREVIOUS COUNCIL ACTION:

City Council passed Resolution No. 14990 on September 12, 2022 which set rates for public use of City-owned electric vehicle charging stations at \$0.00 per hour through September 30, 2024 and \$2.00 per hour effective October 1, 2024.

BACKGROUND:

This Resolution amends Section 2 of Resolution No. 14990, setting the fee for electric vehicle charging

FINANCIAL IMPLICATIONS:

Currently, the City spends approximately \$500 per month on energy costs at its public charging stations. The City has received two grants from the Colorado Energy Office which will fund the installation of five additional Level 2 chargers and three new DCFC (Level 3) chargers within the next year. To offset the cost of providing energy at public charging stations, the City will charge \$0.25 per kilowatt-hour (kWh) of energy consumed.

In addition, the City will charge \$0.25 per minute for idling, or occupying an EV charging space while the charger is available to provide a charge, but not utilized. This fee

would not be charged when the charging station is not functioning due to a maintenance issue.

Fees for City-owned vehicles using City-owned charging stations are waived.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to pass this Resolution will leave Resolution No. 14990 in effect which, on October 1, 2024, sets fees at \$2.00 per hour. This time-based rate does not reflect the rate at which energy is provided to charging vehicles and is not appropriate for use with both Level 2 and Level 3 chargers. Rather, this Resolution will set a rate based on the actual amount of energy consumed, without regard to the capacity/speed of the charging system.

RECOMMENDATION:

Approval of this Resolution.

ATTACHMENTS:

1. Resolution 14990

RESOLUTION NO.

A RESOLUTION AMENDING SECTION 2 OF RESOLUTION NO. 14990 WHICH SET A SCHEDULE OF FEES TO BE COLLECTED THROUGH CHARGEPOINT, INC., A DELAWARE CORPORATION, FOR PUBLIC USE OF CITY-OWNED ELECTRIC VEHICLE CHARGING STATIONS EFFECTIVE OCTOBER 1, 2024

WHEREAS, on September 12, 2022, City Council approved Resolution 14990 which set rates for public use of City-owned charging stations; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Section 2 of Resolution No. 14990 is deleted in its entirety and amended to read as follows:

SECTION 2.

The rate of twenty-five cents (\$0.25) per kilowatt-hour (kWh) of energy consumed; the rate of twenty-five cents (\$0.25) per minute for idling; and the rate of zero dollars (\$0.00) for City-owned vehicles, for public use of the electric vehicle charging stations located at 120 S. Main Street, 700 No. Main Street, and 200 W. 2nd Street is hereby authorized and approved effective October 1, 2024.

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 herein.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 23, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

RESOLUTION NO. 14990

A RESOLUTION MODIFYING A FEE SCHEDULE TO BE COLLECTED THROUGH CHARGEPOINT, INC., A DELAWARE CORPORATION, FOR PUBLIC USE OF CITY-OWNED ELECTRIC VEHICLE CHARGING STATIONS

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

SECTION 1.

The flat rate of zero dollars (\$0.00) per hour for the electric vehicle charging stations located at: 120 S. Main Street, 700 N. Main Street, and 200 W. 2nd Street, is hereby authorized and approved through September 30, 2024.

SECTION 2.

The flat rate of two dollars (\$2.00) per hour for public use of the electric vehicle charging stations located at 120 S. Main Street, 700 N. Main Street, and 200 W. 2nd Street is hereby authorized and approved effective October 1, 2024.

SECTION 3.

The flat rate fee schedules specified in Section 1 and Section 2 above shall also apply to any new City of Pueblo-owned electric vehicle charging stations that may be installed in the Main Street Parking Garage, the Weisbrod Parking Garage, and in the publicly accessible parking lot at Pueblo Memorial Airport while the fee schedules remain in effect, unless the fee schedule is amended by a future resolution of City Council.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

**BACKGROUND PAPER FOR PROPOSED
RESOLUTION**

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council
CC: Nicholas A. Gradisar, Mayor
VIA: Marisa Stoller, City Clerk
FROM: Andrew E. Hayes, Director of Public Works
SUBJECT: A RESOLUTION MODIFYING A FEE SCHEDULE TO BE COLLECTED
THROUGH CHARGEPOINT, INC., A DELAWARE CORPORATION, FOR
PUBLIC USE OF CITY-OWNED ELECTRIC VEHICLE CHARGING
STATIONS

SUMMARY:

Attached is a Resolution authorizing the City of Pueblo to modify the existing fee schedule for public use of City-owned electric vehicle charging stations located at: 120 S. Main Street, 700 N. Main Street, and 200 W. 2nd Street. The updated rate schedule shall also apply to any new City of Pueblo-owned charging stations installed at Main Street Parking Garage, Weisbrod Parking Garage, and in the public parking lot at Pueblo Memorial Airport while this fee schedule is in effect.

PREVIOUS COUNCIL ACTION:

On February 26, 2020, Ordinance No. 9665 was approved establishing the Colorado Energy Office Charge Ahead Colorado Project No. PL2002, budgeting and appropriating funds in the amount of \$27,000 for said Project, approving the terms and conditions of the State of Colorado Small Dollar Grant Award from the Colorado Energy Office, and approving an Intergovernmental Agreement between the City of Pueblo and Black Hills Energy.

On July 27, 2020, Resolution 14439 was approved, approving an operating agreement between ChargePoint, Inc., and the City related to the operation and maintenance of the City-owned electric vehicle charging stations.

On July 27, 2020, Resolution 14440 was approved adopting a fee schedule for public use of the three newly installed chargers.

On September 27, 2020, Resolution 14721 was approved modifying the fee schedule for public use of the three vehicle charging stations.

BACKGROUND:

This Resolution will modify the existing fee schedule to establish a flat fee of zero dollars per hour (\$0.00) for charging electric vehicles at City-owned electric vehicle charging stations through September 30, 2024. Effective October 1, 2024, the rate schedule shall adjust to two dollars (\$2.00) per hour unless otherwise updated by resolution of City Council.

ChargePoint, the service vendor, is operated through a mobile application which tracks data and collects payments. Those payments are then delivered to the City of Pueblo via check or direct deposit. Under the original grant provided to fund installation of the chargers, the City of Pueblo has a five-year service contract with ChargePoint, which includes support and maintenance of the charging stations through October 2025. At the end of the grant, the City of Pueblo may choose to continue with ChargePoint, change vendors, or develop its own interface with the charging stations. These electric vehicle charging stations will be managed by City's Public Works Department.

FINANCIAL IMPLICATIONS:

Under the operating agreement with ChargePoint, the City has sole discretion to assess fees for electric vehicle charging and if assessed, ChargePoint will collect and remit such fees less ChargePoint's collection fee which is ten percent (10%) of all revenues collected. If fees are not assessed, no collection fee will be due ChargePoint. The fee schedule adjusts in October 2024, to two dollars (\$2.00) per hour which will allow the City of Pueblo to recover the cost of electricity used and other administrative costs associated with operating and maintaining the charging stations.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not approved, the City of Pueblo will need to be able to activate and/or collect any revenues from the newly installed City of Pueblo owned electric vehicle charging stations until a rate for service is established.

RECOMMENDATIONS:

Approve the Resolution.

Attachments:

Proposed Resolution



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 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 CI2449, PMJC CHILLER/BOILER REPLACEMENT, TRANSFERRING \$172,150 FROM PUEBLO POLICE DEPARTMENT WAGES/POLICE SERVICE ACCOUNT 101-20-2050-20-51030 TO PROJECT CI2449, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$172,150, AWARDING AN AGREEMENT FOR MEP ENGINEERING SERVICES IN THE AMOUNT OF \$172,150 TO BRIDGERS & PAXTON CONSULTING ENGINEERS, INC., FOR 22-013 PROJECT NO.2, DESIGN FOR PMJC CHILLER/BOILER REPLACEMENT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Ordinance establishes Project CI2449, PMJC Chiller/Boiler Replacement, transfers \$172,150.00 from PD salary savings, budgets and appropriates those funds, and awards a task order agreement for MEP engineering services to Bridgers & Paxton Consultant Engineering, Inc., for 22-013 Project No. 2 - Design for PMJC Chiller/Boiler Replacement.

PREVIOUS COUNCIL ACTION:

Resolution 14923, dated June 27, 2022, approved agreements for professional mechanical, electrical, and plumbing (MEP) engineering service projects between Pueblo, and BCER Engineering, Plant Engineering Consultants and Bridgers & Paxton, for Project No. 22-013 MEP Engineering Consulting Services for City Facilities.

BACKGROUND:

The City requested proposals from qualified engineering firms to assist the City of Pueblo with on-call services for Mechanical, Electrical, and Plumbing (MEP) Engineering services. Three on-call master contracts were awarded to the following firms: BCER Engineering, Plant Engineering Consultants and Bridgers & Paxton.

The current project, PMJC Chiller/Boiler Replacement, is the second project under these master agreements and includes a complete redesign of the system with all new equipment, utilizing existing ductwork and plumbing as feasible. Designer shall consider and apply all pertinent codes and energy regulations in the selection of equipment. The City intends to utilize capital improvement funds for the preliminary investigation, design, bidding, and construction management services for the project.

All three MEP engineering firms were invited to submit a proposal for the project, including a project understanding, schedule and fee. The proposal of Bridgers & Paxton was determined to be the most advantageous to the City of Pueblo.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$172,150.00 will be transferred from Pueblo Police Department Wages/Police Service account 101-20-2050-20-51030 to Project CI2449. Those funds will be budgeted and appropriated for Project CI2449 and will be used to pay the contract to Bridgers and Paxton.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance will cancel the project.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 22-013 Bridgers Paxton Agmt PMJC Chiller Boiler Replacement - CC

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT CI2449, PMJC CHILLER/BOILER REPLACEMENT, TRANSFERRING \$172,150 FROM PUEBLO POLICE DEPARTMENT WAGES/POLICE SERVICE ACCOUNT 101-20-2050-20-51030 TO PROJECT CI2449, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$172,150, AWARDED AN AGREEMENT FOR MEP ENGINEERING SERVICES IN THE AMOUNT OF \$172,150 TO BRIDGERS & PAXTON CONSULTING ENGINEERS, INC., FOR 22-013 PROJECT NO.2, DESIGN FOR PMJC CHILLER/BOILER REPLACEMENT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, pursuant to the approved Agreements for MEP Engineering Consulting Services, proposals for Project No. 22-013, Mineral Palace Atrium HVAC Renovation have been requested, received and examined; and

WHEREAS, the proposal of Brigers & Paxton Consulting Engineers, Inc., of Colorado Springs, Colorado was determined to be the most advantageous to the City, and in the best interest of the City; NOW, THEREFORE,

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

SECTION 1.

The PMJC Chiller/Boiler Replacement Project, CI2449, is hereby established.

SECTION 2.

Funds in the amount of \$172,150 are hereby transferred from Pueblo Police Department Wages/Police Service account 101-20-2050-20-51030 to Project CI2449, PMJC Chiller/Boiler Replacement Project and budgeted and appropriated for the PMJC Chiller/Boiler Replacement Project CI2449.

SECTION 3.

The Agreement for Professional Mechanical, Electrical, Plumbing (MEP) Engineering Services ("Professional Services Agreement"), a copy of which is attached hereto and made part hereof by reference, by and between City of Pueblo, a Municipal Corporation, and Bridgers & Paxton Consulting Engineers, Inc., a Colorado Corporation, to provide MEP engineering design services for the Design for PMJC Chiller/Boiler Replacement, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 4.

Funding in the amount of \$172,150.00 will be paid from account CI2449, PMJC Chiller/Boiler Replacement.

SECTION 5.

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

City thereto and attest same.

SECTION 6.

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

SECTION 7.

This Ordinance shall become effective immediately upon passage and approval.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



**AGREEMENT FOR PROFESSIONAL ENGINEERING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
BRIDGERS & PAXTON CONSULTING ENGINEERS, INC.**

22-013

MEP ENGINEERING CONSULTING SERVICES FOR CITY FACILITIES -
DESIGN FOR PMJC CHILLER/BOILER REPLACEMENT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN CITY OF PUEBLO AND BRIDGERS & PAXTON CONSULTING ENGINEERS, INC.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Bridgers & Paxton Consulting Engineers, Inc., a registered Colorado corporation (hereinafter referred to as "Consultant") a professional engineering firm, for engineer to render certain professional planning, design, engineering, and related services for City in connection with Bid 22-013 MEP Engineering Consulting Services for City Facilities - Design for PMJC Chiller/Boiler Replacement, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

Consultant shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[n/a] - Study and Report Phase

[x] - Preliminary Design (Schematic) Phase

[x] - Final Design Phase

[x] - Construction Documents for Bidding and Bidding Phase (separated in Schedule 1)

[x] - Engineer of Record for Construction Phase

- A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed therewith.
- B. Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual mechanical engineering and other services including design, and planning. Consultant shall also provide any surveying services incidental to its work on the Project.
- C. In performing the professional services, Consultant shall complete the work items described generally in Schedule 1 attached hereto and incorporated herein and incorporated herein by reference (the "Services") and the items identified in Section 2 of this Agreement which are applicable to each phase for which Consultant is to render professional services.
- D. Professional engineering services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered engineer.

- E. Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.
- F. Any engineering services provided under this Agreement shall be performed under the direction and supervision of registered/licensed engineer in the State of Colorado.
- G. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

2.1. Study and Report Phase

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

- A. Consult with City to determine the requirements for the Project and review available data. Advise City as to the necessity of providing or obtaining from others data or services of the types described in paragraph 2.2(c) and assist City in obtaining any such services.
- B. Provide special analyses of City's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- C. Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.
- D. Provide general economic analysis of City's requirements applicable to various alternatives.
- E. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to City and setting forth Consultant's findings and recommendations with opinions of probable costs.
- F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with City. City may request additional copies as needed for no additional charge.

2.2. Preliminary Design (Schematic) Phase

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

- A. Consult with City and determine the general design concept and Project requirements based upon information furnished by City as well as any study or report on the Project.
- B. Prepare and submit to City preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
- C. Prepare and submit to City a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- D. Provide written disclosure to City of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to City based thereon.
- E. Prepare and submit to City a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
- F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.3. Final Design Phase

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

- A. After consultation with the City, receipt of City's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to City final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Consultant shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.
- B. Make reasonable revisions to the Drawings and Specifications requested by City, informing the City of any change in probable construction costs as a result of such revisions.
- C. Provide technical criteria, written descriptions, and design data for City's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

- D. Based upon Consultant's best professional judgment, prepare and submit to City a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.
- E. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.4. Construction Documents for Bidding Phase and Bidding Phase

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

- A. Prepare and submit to City draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Consultant shall consider and incorporate, to the extent both advisable and feasible, City's standard forms of agreement, warranty, payment and performance bonds, general conditions, and selected specifications.
- B. After review and comment by City, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify drawings and/or specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to City. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to City in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.
- C. Make recommendations to City concerning the need for prequalification of equipment, vendors or bidders, and, if requested by City, incorporate prequalification requirements in final bid and construction contract documents.
- D. Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Consultant in writing to all plan holders.
- E. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.
- F. Note: These phases are outlined separately in Schedule 1.

2.5. Engineer of Record for Construction Phase

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

- A. Perform all duties and functions to be performed by Consultant under the terms of the construction contract.
- B. Visit the Project site, perform observations as to the progress and quality of the work and advise the City as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Consultant's obligation concerning level of observation.
- C. Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.
- D. Promptly advise the City in writing of any omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.
- E. Reject any work on the Project that does not conform to the contract documents.
- F. On request of the City, the construction contractor or any subcontractor on the Project, issue written interpretations as to the drawings and specifications and requirements of the construction work.
- G. Review shop drawings, samples, product data, and other submittals of the Contractor for conformance with the design concept of Project and compliance with the drawings, specifications, and all other contract documents, and indicate to Contractor and City with respect thereto, any exceptions noted, or modification or resubmittals required.
- H. Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the City for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Consultant's representation to City that it has inspected the Project and that to the best of its knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the drawings, specifications, and other contract documents.
- I. Subject to written concurrence by City, promptly render a written recommendation to City concerning all proposed substitutions of material and equipment.
- J. Draft, for City's consideration, and offer recommendations upon, all proposed change orders and contract modifications.
- K. On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the City any written guaranties, instructions manuals, as-built

drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

- L. The Consultant shall, if provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the City or Contractor, the Consultant shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Consultant shall be final and binding on the Contractor and City, unless the Director of Public Works of the City shall, within seven calendar days after receipt of the Consultant's interpretation or decision, file its written objections thereto with the Consultant and Contractor.

2.6. Additional Responsibilities

This section applies to all phases of Consultant's work:

- A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.
- B. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.
- C. Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.
- D. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees.
- E. Consultant acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in

Schedule 4 "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

1. Within five (5) days of execution of this Agreement, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom City should address communications.
- F. Promptly after execution of this Agreement and upon receipt of authorization from City to proceed, Consultant shall submit to City for approval a schedule showing the order in which Consultant proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay City's timetable for achievement of interim tasks and final completion of Project work, provided however, the Consultant will not be responsible for delays beyond its control.
- G. Before undertaking any work which Consultant considers beyond or in addition to the scope of work and services which Consultant has contractually agreed to perform under the terms of this Agreement, Consultant shall advise City in writing (1) that Consultant considers the work beyond the scope of this Agreement, (2) the reasons the Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 "Fee Schedule".

3. CITY'S RESPONSIBILITIES

City shall:

- A. Designate a representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind City as to matters of legislative or fiscal policy.
- B. Advise Consultant of City's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

- C. Provide Consultant with available information pertinent to the Project including any previous reports, studies or data possessed by City which relates to design or construction of the Project.
- D. Assist in arranging for Consultant to have access to enter private and public property as required for Consultant to perform its services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render written decisions pertaining thereto within a reasonable time. The City's approval of drawings, design, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the professional adequacy of the work. The City's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- F. Upon advice of the necessity to do so from Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.
- G. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.
- H. City shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of City's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

1. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$172,150.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

2. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 30 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.
3. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
4. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
5. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right

to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

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

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

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

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, Bridgers & Paxton Consulting Engineers, Inc., Attn: Steve Taylor, PE, Vice President, 1365 Garden of the Gods Rd., Suite 260, Colorado Springs, CO, 80907. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 22-013 MEP Engineering Consulting Services for City Facilities - Design for PMJC Chiller/Boiler Replacement are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

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

receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law, Jurisdiction, and Venue

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

7.10. Severability

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

7.11. Appropriations

- A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.
- B. Financial obligations of the City payable after the current City Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

8. DISPUTES

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

9. INSURANCE

9.1. Conditions

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

9.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.

- B. **Comprehensive Automobile Liability Insurance.** The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than \$1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.
- C. **Workers' Compensation Insurance** complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. **Professional Liability Insurance** with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.

9.3. Governmental Immunity

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

10. ACCESSIBILITY

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

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

12. PERA LIABILITY

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

13. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 5 pages.
- Schedule 2 - "Fee Schedule" consisting of 9 page.
- Schedule 3 - "Work Schedule" consisting of 2 pages.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 8 pages.

14. ELECTRONIC SIGNATURE

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

(Signature Section on following page.)

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

BRIDGERS & PAXTON CONSULTING ENGINEERS,
INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Steve Taylor, PE, Vice President

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM
LAW DEPARTMENT

Carla Sikes, City Attorney

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Project Schedule
Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility
Additional Information for Agreement

Schedule 1

Scope of Service

Excerpt from Request for Proposal dated January 2, 2024, Section 3

Followed by Excerpt from Consultant Proposal dated January 22, 2024, Pages 11 – 12

Also refer to additional details in Schedule 2, Fee Schedule

3.1. Objective

The selected Consultant shall work with the Public Works Department for MEP (mechanical, electrical, and plumbing) engineering for the replacement of the Pueblo Municipal Justice Center chiller/boiler system. This project shall include preliminary design (schematic) phase, final design phase, construction documents for bidding, bidding phase, engineer of record for construction, and related consulting services to complete the project as outlined in the Scope of Service shown below. Services will be awarded based on the needs of the project, determination by City, and as allowed by the City's budget.

3.1.1. Required Scope of Service for the Project

Scope of Services should include all required project management and administration services, project management plan development, field data collection, facilitation of and attendance at project meetings, design quality control, and production of all necessary design deliverables (to include biddable plans and specifications and project cost estimates).

All designs shall be compliant with International Existing Building Code and local building codes as necessary for Structure, Mechanical, Electrical, and Plumbing.

A. Preliminary Design (Schematic) Phase. (0-60%)

1. Provide City with a basis of design report
2. Hold a kick-off meeting with appropriate City staff to discuss project approach and design criteria
3. Work with City stakeholders to collect information necessary to begin the design process
4. Include a preliminary construction cost estimate
5. Provide a 60% design review submittal and allow 14 days for review by City

B. Final Design Phase (60-100%)

1. Consultant shall prepare final design documents in electronic format to the City
2. Final design shall incorporate all required specifications for a complete and functional project in accordance with professional standards and ethics within the industry
3. Final design/plans shall include utility plan and profile drawings, specifications, necessary materials, and any other plan/detail required for a complete project

4. Final selection of materials shall be coordinated with City
5. Provide detailed construction cost estimate
6. Provide a 90% design review submittal and allow 14 days for review by City
7. Provide final construction documents described in Paragraph "C" below.

C. Construction Documents for Bidding

1. Consultant shall prepare construction documents including plans and specifications for bidding
2. Consultant shall prepare a final detailed construction cost estimate based on 100% (final) drawings
3. The final design must be stamped and shall be utilized for bidding, permitting, and construction of all renovation/remodel activities
4. Coordinate preparation of bid documents with Department of Public Works and Purchasing Department
5. Assist City departments with facilitation of any necessary meetings, addenda, etc.
6. Digital project files shall be provided in both PDF and native formats (AutoCAD, Word, Excel, etc) prior to release of final payment

D. Bidding Phase

1. Consultant shall assist the City as needed during the bidding phase.
2. The City will develop bidding materials including the Invitation to Bid documents, instructions to bidders, other necessary forms, and supplements required by the City as necessary to ensure that prospective bidders are fully informed regarding the construction and materials requirements
3. Participate in a pre-bid meeting and walkthrough on site with interested contractors; interpret and clarify contract documents for bidders
4. During the bidding period, the selected Consultant will assist the City with requests for information from bidders and coordinate with the City for responses and required modifications
5. Note: Any approved modifications to the bidding documents will be issued by Addendum by the City. The Consultant shall prepare any required modifications to drawings or specifications or any supplemental/clarifying drawings that may be needed during the bidding process.

E. Engineer of Record for Construction Phase

1. Provide all customary services for Post Construction Award Services (PCAS) during construction
2. Attend Pre-Construction Meeting with Contractor and Department of Public Works
3. Respond to requests for information from Contractor, review Contractor submittals, and review Contractor applications for payment
4. Review and approval of contractor submittals and shop drawings
5. The City does not expect the scope of the construction to warrant a continuous on-site presence; however, the selected firm should plan a minimum of weekly project progress meetings with the City and Contractor. Attendance at weekly construction meetings may periodically be held virtually; however, in-person attendance may be required upon request.
6. Additional meetings and/or site visits shall be requested by the Department of Public Works or Contractor on an as needed basis to review work progress
7. Verify as-built drawings at end of the project and notate all approved field changes. As-built documents must be electronically updated in AutoCAD by the Consultant.
8. Final as-built drawings shall be issued to the City in electronic form (AutoCAD) for use on future projects subject to release of liability.

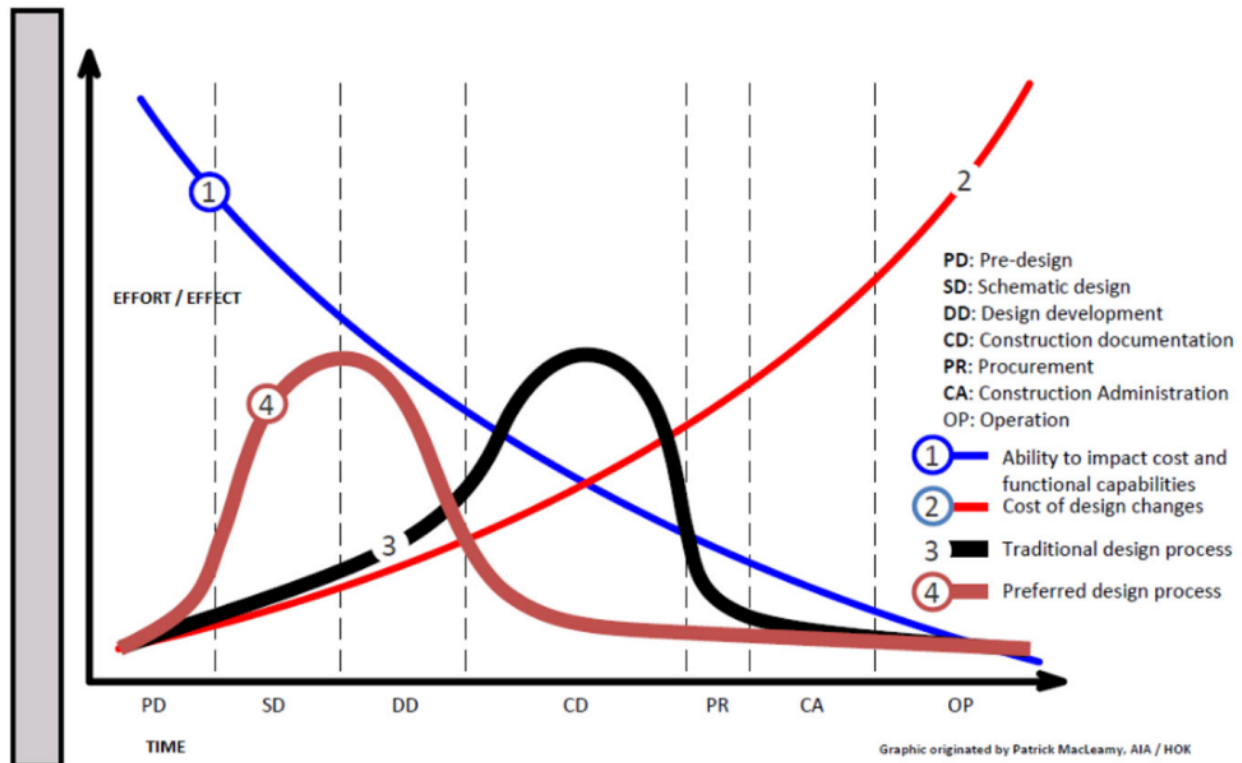
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BRIDGERS&PAXTON

2.5 SCHEDULE 1 - SCOPE OF SERVICE

The initial RFP stated this to be an equipment replacement project, but during the site visit and subsequent question and answer period, the scope has been clarified to include building modifications to house the replacement equipment in a newly constructed central plant building, with grade location the stated preference. This approach opens up the opportunity of minimizing downtime of the building during the construction process as much construction can be accomplished without shutting down critical systems for this critical building. This approach does create a scope that ventures beyond equipment replacement and requires a full architectural and engineering team approach. We have included architectural, structural, and civil consultants to help navigate the challenges of constructing a building addition on the existing PMJC site. Site utilities, parking impacts, development plans, aesthetics, sound criteria all must be considered. We aim to have early work and discussions that help shift decisions to the early stages of design so that we mitigate cost escalations during the construction period. Because of this complexity, we propose some additional milestones are added to the design schedule beyond what was asked in the RFP. We have separated the line item for preliminary design to include a task for a feasibility study and site survey.

1. Preliminary Design - Feasibility Study and Site Survey
2. Preliminary Design - Schematic Design
3. Final Design - Design Development
4. Construction Documents
5. Bidding Phase
6. Construction Period Services



BRIDGERS&PAXTON

2.5 SCHEDULE 1 - SCOPE OF SERVICE

Bridgers & Paxton understands that this project's primary goal is to provide a full replacement of mechanical systems that are serving the PMJC facility. We will design replacement air handlers, chillers, boilers, as well as pumps and hydronic specialties. This effort will include a site investigation of the existing building and corresponding systems, computerized heat load calculations to verify the sizing for replacement equipment, outside air calculations to determine compliance with the current International Mechanical Code, specification and design of systems that comply with International Energy Efficiency Code requirements, preparation of permit and bid documents, and assistance with bidding process and construction administration services. Electrical and plumbing systems will need to be modified to support the relocated mechanical equipment.

It is imperative that downtime is considered in the design and construction of this project. This building serves critical functions for the City of Pueblo. Design should plan to minimize outages during construction and to allow for quick change over of systems. All downtime will need to be scheduled with and understood by the City of Pueblo. Beyond the initial construction considerations, systems will be designed to improve maintainability and reduce downtime potential for the life of the systems. Redundancy considerations will be discussed in the early stages of the project to ensure that the City of Pueblo has confidence that the system has adequate resiliency to continue expected operation with one pump being serviced, for example. System design will strive for efficiency but we will ensure the system is arranged with simplicity and maintenance so that efficiency measures are not in the way of reliable day to day operation.

Our teaming partners will have the following scopes of work.

HGF Architects – design of new building addition to house central plant equipment. They will provide code study documentation to support the permitting process. Coordination with existing building aesthetics and function. Close coordination with structural and civil engineers. Support for ROM opinion of probable construction costs.

HCDA Structural Engineers – design of structural system for new central plant building. Analysis and design for rooftop air handler replacements and renovations. Support for ROM opinion of probable construction costs.

Northstar Civil Engineers – Site survey of new building location. Design and consulting related to new building site requirements. Support for ROM opinion of probable construction costs.

Bridgers & Paxton will have a primary point of contact and secondary point of contact to ensure that responses are timely and projects proceed smoothly once commenced. Understanding available budgets and schedules will help us to design within project constraints. We can assist with opinions of probable construction cost if beneficial toward understanding construction cost ranges prior to seeking contractor bids. We will look to identify sub-consultant involvement early in the scoping effort to make sure we don't have any gaps in scope.

Schedule 2

Fee Schedule

Excerpt from Pricing Proposal dated January 22, 2024

Followed by Excerpt from Consultant Proposal dated January 22, 2024, Pages 13 - 20

DESIGN FOR PMJC CHILLER/BOILER REPLACEMENT

Line Item	Description	Unit of Measure	Unit Cost
1	Not to exceed price for Preliminary Design (Schematic) Phase	Lump Sum	\$44,380.00
2	Not to exceed price for Final Design Phase	Lump Sum	\$41,420.00
3	Not to exceed price for Construction Documents for Bidding Phase	Lump Sum	\$52,180.00
4	Not to exceed price for Bidding Phase	Lump Sum	\$1,980.00
5	Not to exceed price for Engineer of Record for Construction Phase	Lump Sum	\$32,190.00
Grand Total All Phases As Awarded		Lump Sum	\$172,150.00

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PROFESSIONAL FEE SCHEDULE OF HOURLY RATES
MECHANICAL/ELECTRICAL/PLUMBING/TECHNOLOGY/CONTROLS
November 15, 2023 – November 14, 2024

PRINCIPAL	\$225.00
PROJECT MANAGER	\$210.00
SENIOR ENGINEER	\$185.00
PROJECT ENGINEER	\$155.00
ENGINEER	\$130.00
ENGINEER INTERN	\$110.00
SENIOR DESIGNER	\$165.00
PROJECT DESIGNER	\$120.00
DESIGNER	\$100.00
BIM SERVICES	\$120.00
CADD TECH	\$90.00
ESTIMATING/CONSTRUCTION SERVICES	\$145.00

NOTE:

1. The hourly rates quoted herein are applicable through November 14, 2024.
2. The hourly rates quoted herein do not include local or state gross receipts tax, as may be applicable.

REIMBURSABLE EXPENSES:

Travel and per diem (lodging, meals, etc.), reproduction, express mailing, etc. will be billed on a direct cost reimbursable basis, unless otherwise stipulated.

Thank you for the opportunity to submit this proposal to provide consulting engineering services for the 22-013 Design for PMJC Chiller/Boiler Replacement Project. This proposal describes our Project Understanding, Scope of our Work and Proposed Compensation.

PROJECT UNDERSTANDING

B&P will provide design, construction documents, and contract administration services for existing boiler, chiller, air handler, and hydronic specialty replacement. Building automation system will be evaluated for reconfiguration or replacement. The existing building is approximately 104,000 square feet over three stories. The existing boiler and chiller are part of a proprietary packaged central plant on the roof that the City of Pueblo wishes to be removed in its entirety. Central air handlers will be replaced and reconfigured to provide function and to improve building static pressure control. The operations center on the upper level will be evaluated for additional cooling and HVAC system resiliency improvements. The replacement air handling and central plant equipment will comply with current International Mechanical Codes and International Energy Conservation Codes. Drybulb economizer and powered relief fans will be included in the design concept. Replacement equipment may exceed the existing equipment weight and we will include an allowance to engage a structural engineer to provide an assessment and letter of review if needed. The desired path for a new grade mounted central plant will require us to carry Architectural, Structural, and Civil engineering consultants.

PROPOSED SCHEDULE

Anticipated design start is anticipated to be immediate upon notice of award from City of Pueblo and subsequent execution of contract. A rough proposed schedule is included in the body of the prime proposal.

SCOPE OF OUR WORK

In preparing our scope of work and compensation we have assumed the following:

1. Electrical/Special Systems

- Site investigation of existing facility and review of record documents pertaining to electrical systems infrastructure within the existing facility.
- Demolition drawings for existing equipment.
- Specification and design of power connections to new HVAC equipment.

2. Mechanical/Plumbing Systems

- Site investigation of existing facility and review of record documents pertaining to mechanical systems infrastructure within the existing facility.
- Heating and cooling load calculations to confirm sizing of new equipment.
- Ventilation calculations for code required fresh air.
- Demolition drawings.
- Disconnection and reconnection of natural gas piping.
- Specification and design of new HVAC systems including but not limited to packaged rooftop unit, thermostat controls, roof adapter curbs.
- Reconfiguration of piping and ductwork to facilitate minimal downtime
- Support of City bid effort including response to contractor questions, attendance at a pre-bid meeting, and issuing of addenda.
- Performance specification for fire sprinkler system modifications to serve new central plant building.

ROLES & RESPONSIBILITIES (B&P TEAM)

- The Engineer will manage the design team and offer coordination reviews for multiple disciplinary attendance. The Engineer will also champion these plans through the permitting process. As necessary, we will accommodate any permit review comments from the Authorities Having Jurisdiction.
- The Engineer will adhere to the design schedule as outlined by the Owner.
- A design kick-off meeting with the Owner is to be performed to provide clear scope definition and coordination of specialty space design requirements.
 - The Owner shall provide B&P with complete information concerning project requirements for our work and shall furnish as applicable:
 - Criteria, constraints, and definitions applicable to this project.
 - A list of codes, including edition dates and local ordinances, supplements, and revisions applicable to this project.
 - Design and construction standards which we are to follow in the preparation of construction documents.
 - Inform us of special requirements of the project which will affect our work.
 - All relevant pdf and CAD drawings available for the building.
- It is anticipated that one design review meeting during each design phase (two (2) total) will be held virtually with Mechanical leads in attendance.
- Construction documents will be prepared in AutoCAD. Floor plan shall be provided to Engineer in AutoCAD format.

CONSTRUCTION ADMINISTRATION

- Site visits will be provided during construction and a final punchlist at substantial completion. It is anticipated that no more than eight (8) OAC and/or site visits will be required, with one (1) mechanical representative at each site visit.
- Attendance at pre-bid meeting at site (one representative).
- Shop drawing and submittal review.
- Response to construction request for Information, RFI's.

EXCLUSIONS

- Permitting fees.
- LEED certification and submission.
- Commissioning services.
- Replacement of plumbing system components.
- Design of any mass notification systems.
- Energy modeling or life cycle cost analysis.
- Detailed fire protection system design (head layout).
- Specification and design of lightning protection and counterpoise system.
- Electrical circuit breaker overcurrent coordination study shall be the provided by the electrical contractor. This requirement will be provided in the Division 26 specifications.

COMPENSATION

We propose to provide the indicated services on the following fee basis:

Lump sum, fixed fee for basic design services shall be as follows:

• MEP and Project Management Services	
○ Prelim Design (Feasibility Study)	\$ 4,620.00
○ Prelim Design (Schematic Design)	\$ 26,400.00
○ Final Design (Design Development)	\$ 33,000.00
○ Construction Documents	\$ 39,600.00
○ Bid Support	\$ 1,980.00
○ Construction Phase	\$ 26,400.00
○ Total MEP	\$132,000.00
• Architectural (HGF)	
○ Prelim Design (Feasibility Study)	\$ 2,500.00
○ Prelim Design (Schematic Design)	\$ 1,500.00
○ Final Design (Design Development)	\$ 2,500.00
○ Construction Documents	\$ 3,500.00
○ Construction Phase	\$ 1,500.00
○ Total Architectural	\$ 11,500.00
• Structural (HCDA)	
○ Prelim Design (Feasibility Study)	\$ 930.00
○ Prelim Design (Schematic Design)	\$ 930.00
○ Final Design (Design Development)	\$ 2,320.00
○ Construction Documents	\$ 3,280.00
○ Construction Phase	\$ 1,890.00
○ Total Structural	\$ 9,350.00
• Civil (Northstar)	
○ Prelim Design (Feasibility Study and Topographic Survey)	\$ 4,700.00
○ Prelim Design (Schematic Design)	\$ 2,800.00
○ Final Design (Design Development)	\$ 3,600.00
○ Construction Documents	\$ 5,800.00
○ Construction Phase	\$ 2,400.00
○ Total Civil	\$ 19,300.00
• Total Project Preliminary Design Fee	\$ 44,380.00
• Total Project Final Design Fee	\$ 41,420.00
• Total Project Construction Document Fee	\$ 52,180.00
• Total Project Bidding Phase Fee	\$ 1,980.00
• Total Project CA Fee	\$ 32,190.00
• Total Project Design Fee	\$172,150.00

We propose that invoicing for engineering services during Design and Construction Phases be submitted monthly. Invoices will be due and payable not less than thirty (30) days after receipt of invoice.

Reimbursable expenses are not anticipated for this project. All documents will be transmitted in electronic format for printing and assembly.

Should expenses for travel, reproduction, handling of drawings, specifications and other documents, other than normally required for coordination and progress review between Owner, Architect, and Consultants be requested, the Engineer will notify the district project manager, and additional reimbursable expenses if applicable and approved will be billed at cost.

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TYPICAL MECHANICAL, ELECTRICAL, PLUMBING (MEP) SCOPE OF WORK

- I. Included in Basic Engineering Services are the following:
 - A. Preparation of Documents and Construction Administration
 - 1. Preparation of MEP Construction Documents including drawings and specifications for the building HVAC systems, control diagrams and sequences of operation, power, and special systems infrastructure.
 - 2. Control system design will include schematic control diagrams, sequence of operations,
 - 3. Division 21, 22, 23, 26, and 28 specifications, and coordination with Owner for FMS interface with the existing city FMS.
 - 4. Opinions of probable construction cost at each milestone.
 - 5. Construction administration services include, shop drawing review, RFI responses and site visits as outlined on the fee proposal, including a final site visit with final punchlist.
 - 6. As built drawings based on contractor mark-ups if required.
 - 7. Review of MEP record drawings and project closeout documents prepared by the Contractor, including test and balance reports and O&M manuals.
- II. Not anticipated as being required and therefore not included in our Basic Services proposal are the following:
 - A. Detailed fire protection system design (head layout).
 - B. Fire alarm system design.
 - C. Plumbing system design (except as related to replacement of mechanical equipment).
 - D. Telecommunications and Special Systems Design.
 - E. Design of building interior, on-site area, and landscape lighting.
 - F. Site survey with all appropriate topographical information including location and identification of all surface and sub-surface utilities structures and distribution systems.
 - G. Extensive field investigations to determine the accuracy and correctness of the provided Record Drawings.
 - H. Extensive representation on site or commissioning of MEP systems. Commissioning might include but not be limited to the following: Detailed systems operation verification; point-by-point control/wiring systems checkout; verification of compliance with design criteria; assisting Owner and Contractor in critical path start-up; assisting User with performance verification; proactive conflict resolution; and maintenance staff training.
 - I. Computerized energy analysis and/or life cycle cost studies or system alternatives.

- J. Electrical coordination studies based on equipment supplied by Contractor.
- K. Design of on-site electric utility infrastructure system improvements.
- L. Design and analysis of site drainage or landscape irrigation system.
- M. LPG System: The design and installation of the LPG system on site is the responsibility of the LPG supplier contracted by the owner and not of the design team. Any reference to the LPG system on site is for reference purposes only and does not infer we are directing the design and installation of the system. Our scope of work is limited to the point of connection to the building entrance and the piping system within the building. It is the responsibility of the LPG supplier to acquire all required permits and construction inspections by the Authority Having Jurisdiction (AHJ) for the installation of the system outside the building.
- N. Structural Engineering design and/or details associated with the support of mechanical, electrical and plumbing systems (for example, light pole supports, concrete housekeeping pads, support structures for cooling towers or other ground mounted equipment, seismic support for piping, conduit and equipment, or other supports not specifically listed but needed for installation or code compliance.
- O. Design of and/or coordination or cooperation with any asbestos or hazardous waste related activities.
- P. Preparation of reports or studies for additional work typically included as "Additional Services" in the standard AIA Agreement between Architect and Consultants.
- Q. Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications, and other documents resulting therefrom.
- R. Services associated with LEED documentation.

Conditions of Agreement

- A. Contingency Provision: The Owner and Bridgers & Paxton shall mutually determine and appropriate a project Industry Standard design contingency fund amount prior to commencement of construction as an allowance for correction of imperfections in the design documents. The Owner further agree to make no claim by way of direct or third-party action against the Bridgers & Paxton or its sub consultants with respect to any increased cost is within the contingency because of such changes or because of any claims made by the Contractor relating to such changes. In the event design deficiencies exceed the agreed to allowance consistent with a reasonable standard of care, any claims for negligence shall first be attempted to be resolved in an informal manner. Any restitution by Bridgers & Paxton for claims of design negligence in excess of the allowance shall be limited to those costs for which the client receives no added value and which would not have been incurred but for the design deficiency.
- B. Consult with us regarding proposed changes which may affect our work, as early as feasible upon consideration of the change. Bridgers & Paxton shall be notified of all architectural changes in writing.
- C. Current conditions in the world due to natural disasters, political unrest or other economics may impact the project's construction cost beyond the design professional's control. The results of such unforeseen and unpredictable situations may adversely affect the cost of building materials as well as the overall cost of construction when related to energy costs. In today's extremely volatile climate we can no longer be responsible for projects bidding within estimates of probable construction cost and therefore do not assume the liability to redesign a project when it bids over budget due to such unforeseen events. These events often occur quickly and unexpectedly thus

affecting the cost of construction immediately. Therefore estimates of probable construction costs cannot be determined with any accuracy for any period in the future. We therefore do not agree to comply with the typically used requirement that the design professional will redesign the project if it bids above the budget. We recommended the Owner acquire an independent construction cost estimating professional to provide advice and recommendations related to the probable construction cost of the project and the potential impact of world events.

- D. Should the project design schedule be delayed for any reason, for longer than 90 days, an additional service fee will be required. This may include services to assess implications of construction costs, possible resulting design changes, possible code changes, and to reorganize the design team to re-familiarize the team with the project.
- E. Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant, and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

(Continue to next page for Schedule 3)

Schedule 3

Work Schedule

Followed by Excerpt from Consultant Proposal dated January 22, 2024, Schedule 3

B&P understands the importance of scheduling as it relates to construction in an operational facility. This scheduling and phasing will be closely coordinated with the selected General Contractor.

The project manager will review the project status with the team on a weekly basis to ensure the project remains on schedule. The project manager will review engineering and design tasks on the project schedule for opportunities to schedule critical tasks on parallel paths, rather than sequentially, to shorten the critical path and shorten project deadlines and activity durations.

The team project manager will optimize the project schedule by managing "out in front" of the design team to take advantage of early problem solving opportunities. Good planning starts with an investment of time up front to think and solve problems during conceptual planning rather than during production of construction documents and throughout construction.

In the event that during the project design, unforeseen conditions arise which would significantly impact project design approach and have the potential to increase project costs, we will immediately bring the matter to the attention of the City project team for careful review and analysis. In the event that during the design, the owner identifies additional project needs or scope issues, we will work closely with the team members to quickly determine any significant construction budget or design schedule implications, and do whatever may be necessary to keep the project on track, both from an overall schedule and construction budget standpoint.

During the project construction phase, if the Contractor identifies problems or issues which they believe constitutes additional or unforeseen work for which a change order is necessary, we will work with the Contractor quickly, first to verify that a change order is in fact appropriate, next to minimize any construction impact by early identification of construction coordination issues with timely response to Contractor RFI's, and finally to carefully evaluate the Contractor change order proposals to verify that additional labor and material costs are reasonable and fairly reflect the actual additional work, including any appropriate credits for original project work in the contract.

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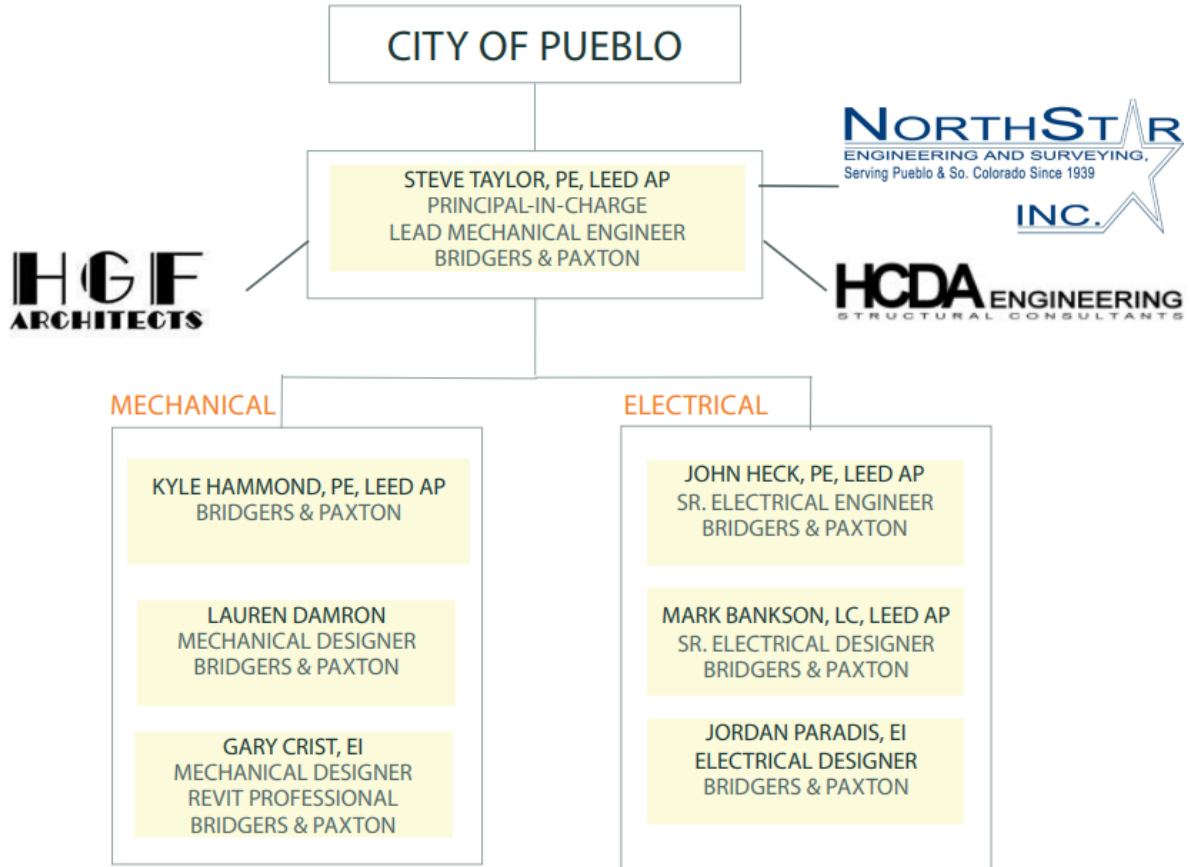
Feasibility Study/Site Survey	Schematic Design	Design Development	Construction Documents	Bid Support	Construction Administration
-Kick off meeting with City to discuss current issues in detail. -Site investigation and photographic documentation to assess options for MEP, Architectural and site design. -Review of record documents. -Preparation of assessment report to make recommendation to city and establish detailed scope of work prior to moving into full design phase.	-Design to commence upon project award -Design phase Kick off meeting -Record drawings review -Site Investigation -Equipment sizing calculations -Coordinate with Architect for demolition plans -Provide structural impacts to existing building -Review with Owner	-Finalize equipment sizing calculations -Finalize equipment selection -Provide layout of final equipment -Provide preliminary electrical connection points or modifications -Provide Architectural impacts to roofs, walls and/or ceilings -Provide structural drawing, if needed -Provide specification table of contents -Design Development Opinion of Probable Cost -Review with Owner to discuss design and options	-Finalize layout of equipment & ductwork -Finalize electrical connection points and modifications -Finalize any architectural & structural drawings -Prepare final specifications -Provide completed documents for bid -Construction Document Opinion of Probable Cost -Review with Owner	-Assist w/ project solicitation -Attend contractor bid walk -Respond to contractor questions -Issue addendum (if required)	-Review and respond to shop drawings/submittals -Review and respond to RFIs -Attend OAC meetings as needed -Review Contractor pay applications -Provide interim site visits and observation reports -Provide 11 month warranty punchlist
21 calendar days for design services – 14 days for Pueblo Review	21 calendar days for design services – 14 days for Pueblo Review	28 calendar days for design services – 14 days for Pueblo Review	28 calendar days for design services	Schedule to be coordinated with Pueblo – Late June 2024	July 2024 – August 2025 Approximated

(Continue to next page for Schedule 4)

Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Followed by Excerpt from Consultant Proposal dated January 22, 2024, Pages 23 – 30



STAFFING CAPACITY

B&P has 19 employees in our Colorado Springs office. We will provide a dedicated team of two mechanical engineers, two mechanical interns and several designers. The electrical team will have an engineer, a senior electrical designer and several designers. In addition, the firm employs over 120 design professionals who can also be available as needed to support project needs.

MANAGEMENT ROLES & RESPONSIBILITIES

Steve Taylor will serve as the Principal In Charge. Kyle Hammond will serve as Project Manager. John Heck will be the Senior Electrical Engineer. Mark Bankson will be the Senior Electrical Designer. Our project leadership will be involved in the project from kick-off through design, and into construction and close out.

HGF Architects (Pueblo), NorthStar Civil Engineers (Pueblo), and HCDA Structural Engineers (Colorado Springs) will coordinate with Steve Taylor and the Project Manager.

FUNCTIONS INTEGRATED

Our team prides itself in our collaborative approach to building system design. Early coordination with internal project members as well as subconsultants and facility staff ensure a seamless process from start to finish. Design team meetings will be held at regular intervals and in the lead up to the project deliverables to ensure a high quality set of drawings. Successful integration of all pieces of a design team is key to a successful project.

STAFFING CAPACITY

B&P has 19 employees in our Colorado Springs office. We will provide a dedicated team of two mechanical engineers, two mechanical interns and several designers. The electrical team will have an engineer, a senior electrical designer and several designers. In addition, the firm employs over 120 design professionals who can also be available as needed to support project needs.

MANAGEMENT ROLES & RESPONSIBILITIES

Steve Taylor will serve as the Principal In Charge. Kyle Hammond will serve as Project Manager. John Heck will be the Senior Electrical Engineer. Mark Bankson will be the Senior Electrical Designer. Our project leadership will be involved in the project from kick-off through design, and into construction and close out.

HGF Architects (Pueblo), NorthStar Civil Engineers (Pueblo), and HCDA Structural Engineers (Colorado Springs) will coordinate with Steve Taylor and the Project Manager.

HGF Architects – design of new building addition to house central plant equipment. They will provide code study documentation to support the permitting process. Coordination with existing building aesthetics and function. Close coordination with structural and civil engineers. Support for ROM opinion of probable construction costs.

HCDA Structural Engineers – design of structural system for new central plant building. Analysis and design for rooftop air handler replacements and renovations. Support for ROM opinion of probable construction costs.

Northstar Civil Engineers – Site survey of new building location. Design and consulting related to new building site requirements. Support for ROM opinion of probable construction costs.

FUNCTIONS INTEGRATED

Our team prides itself in our collaborative approach to building system design. Early coordination with internal project members as well as subconsultants and facility staff ensure a seamless process from start to finish. Design team meetings will be held at regular intervals and in the lead up to the project deliverables to ensure a high quality set of drawings. Successful integration of all pieces of a design team is key to a successful project.

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17 years experience
17 years with firm

Education

Bachelor of Science,
Architectural
Engineering Kansas
State University

Credentials & Affiliations

Licensed Colorado
Engineer #046750

Member, American
Society of Heating,
Refrigerating and
Air-Conditioning
Engineers (ASHRAE)

LEED Accredited

Steve Taylor

PE, LEED AP BD+C

Principal | Colorado Office Leader

Steve Taylor is a Principal and Office Leader for B&P's Colorado Springs regional office. His project experience includes project management and mechanical engineering design for healthcare, commercial, industrial, and educational facilities. Steve's design experience includes: facility assessment studies, pre-design investigation, heating and cooling load calculations, traditional HVAC system design, energy efficient HVAC; medical and laboratory gas, process piping, heat recovery systems, central plant, Divisions 21, 22 & 23 specification editing, EMCS, sequence of operation editing, LEED documentation and submission, and IECC compliance verification. Steve has completed energy simulations and life cycle cost analysis for both LEED and non-LEED buildings. Steve has designed over 75 higher education projects. Steve has availability and will be responsive for this project.

Highlighted Project Experience

- Pueblo Community College (PCC) Trane Performance Contract - Health Science Building RTU Replacements, Pueblo, CO
- Pueblo Community College (PCC) Fremont Nursing and Science Renovation, Pueblo, CO
- Pueblo Community College (PCC) Trane Performance Contract - Multiple Buildings, Pueblo, CO UCCS Career & Innovation Center, Colorado Springs, CO
- Adams State University Boiler Replacements, Alamosa, CO
- Adams State University Richardson Hall Renovation, Alamosa, CO
- Adams State University Boiler Replacements, Alamosa, CO
- Trinidad State College Freudenthal Library Renovations, Trinidad, CO
- Trinidad State College, A/E Services for Alamosa Campus Expansion, Alamosa, CO
- The Broadmoor Hotel West Tower Boiler Replacement - D-B
- Colorado State University (CSU) Pueblo - Upgrade HVAC, Nursing Program Wing,
- COS District 11 Jackson Elementary School Boiler HVAC Upgrade
- COS District 11 Boiler Replacement Designs and Construction Administration Chipeta Elementary School Prime
- Compassion International Building D Boiler Replacement - D-B
- Compassion International Building D Chiller Upgrade - D-B
- Colorado Springs School District 11, Mann Middle School Boiler Replacement Designs and Construction Administration
- Colorado College Fine Arts Center Chiller Renovation
- Lamar Community College Bowman Building AE Chiller Valves Pipes Controls Replacement
- Embassy Suites Chiller Replacement
- City of Pueblo Mechanical Engineering - Bus Terminal RTU Replacement
- City of Pueblo Mineral Palace Atrium HVAC Replacement
- Rocky Mountain Chocolate Factory Chiller Replacement



12 years experience
4 years with firm

Education

Bachelor of Science,
Architectural
Engineering

Credentials & Affiliations

Licensed Colorado
Engineer #051803

Member, American
Society of Heating,
Refrigerating and
Air-Conditioning
Engineers (ASHRAE)

LEED Accredited

Kyle Hammond

PE, LEED AP BD +C

Mechanical Engineer, Project Manager

Kyle Hammond is a Mechanical Engineer and Project Manager for the Colorado Springs regional office. His project experience includes mechanical engineering design for K-12, university projects, religious buildings, military buildings, hotels, offices, parking garages, high-end residences, recreation centers and natatoriums. Kyle's design experience includes: heating/chilled water (air and water-cooled chillers), AHU, RTU, ERV, VRF (heat pump & heat recovery), ground-source heat pump, radiant floor, infrared radiant heaters, snowmelt, dust collection, commercial kitchen, heat trace; and full plumbing system design; Divisions 21, 22 & 23 specification editing, sequence of operation editing, and LEED documentation. Kyle has availability and will be responsive for this project.

Highlighted Project Experience

- COS District 11 Mitchell High School HVAC Replacement
Colorado Springs, CO
- COS District 11 Jackson Elementary School Boiler HVAC Upgrade
Colorado Springs, CO
- COS District 11 Bristol Elementary School HVAC Replacement
Colorado Springs, CO
- COS District 11 Chipeta Elementary Boiler Replacement
Colorado Springs, CO
- COS District 11 Mann Middle Boiler Replacement
Colorado Springs, CO
- COS District 11 Academy ACL Charter School
Colorado Springs, CO
- Colorado College Tutt Geology Extraction, Colorado Springs, CO
- Colorado College Olin Chemistry Lab Renovation, Colorado Springs, CO
- Colorado College Tutt Science Building Renovation, Colorado Springs, CO
- Trinidad State College Romero Hall Phase 2, Trinidad, CO
- UCCS Career and Innovation Center Renovations, Colorado Springs, CO
- Pikes Peak State College Dental, Colorado Springs, CO
- CSU Pueblo Technology Building Renovation/Addition, Pueblo, CO
- Harrison District 2 Stratton Meadows Elementary Renovations
Colorado Springs, CO
- Pueblo District 60 Two New High Schools
Pueblo, CO
- Pueblo District 60 Two New Elementary Schools
Pueblo, CO



36 years experience
24 years with firm

Education

Bachelor of Science,
Electrical Engineering
California Polytechnic
State University

Credentials & Affiliations

Licensed Colorado
Engineer #043933

National Society of
Professional Engineers
(NSPE),
Institute of Electrical
and Electronic
Engineers (IEEE),
Illuminating
Engineering Society
of North America
(IESNA)

LEED Accredited

John Heck

PE, LEED AP

Senior Electrical Engineer, Project Manager

Mr. Heck is Senior Electrical Engineer and Project Manager for B&P. His design experience in this area includes energy and environmentally sensitive devices such as efficient lighting, occupancy sensors, lighting control and daylight sensing systems. In addition, Mr. Heck's specialties include power distribution, communication systems, fire alarm systems, security and security systems, and integrated building management systems for energy-efficient buildings. John has availability and will be responsive for this project.

John's design experience totals over 1,000 with 100 plus projects in Colorado. John has designed over 250 higher education projects.

Highlighted Project Experience

- City of Pueblo Mechanical Engineering - Bus Terminal RTU Replacement
- City of Pueblo Mineral Palace Atrium HVAC Replacement
- Pueblo Community College Health Science Consolidation Renovation, Colorado Springs, CO
- Widefield District 3 Watson Junior High Boiler Additional Scope
- Embassy Suites Chiller Replacement
- Lamar Community College Bowman Building AE Chiller Valves Pipes Controls Replacement
- Rocky Mountain Chocolate Factory Chiller Replacement
- Adams State University Richardson Hall Renovation, Alamosa, CO
- Adams State University Electrical Distribution, Alamosa, CO
- CSU - Pueblo Technology Building Renovation & Addition - D-B
- Trinidad State College, A/E Services for Alamosa Campus Expansion, Alamosa, CO
- Pueblo Community College Health Science Consolidation Renovation
- Adams State University Electrical Distribution Replacement, Alamosa, CO
- Compassion International Building D Boiler Replacement - D-B
- Compassion International Building D Chiller Upgrade - D-B
- Pikes Peak State College Centennial Campus HVAC Renovation, Colorado Springs, CO
- Pikes Peak State College Cypress Building Nursing School Renovations, Colorado Springs, CO
- Pikes Peak State College Electrical Improvements/Emergency Generator, Colorado Springs CO



Education

Bachelor of
Environmental
Design University of
Colorado-Boulder

Credentials & Affiliations

Colorado Registered
Architect

American Institute of
Architects (AIA)

LEED Accredited

Amy Hurtig-Smith

AIA, LEED AP

Principal, Architect

Amy Hurtig-Smith, President of HGF Architects has been with the firm since 1996. Amy is a skilled facilitator, programmer, planner, and designer with many years experience working with many types of facilities. She excels in programming and planning working with large and small groups or committees helping clients sort through differing opinions and programmatic needs. Amy believes in the importance of exploring design alternatives, listening to the Owners and users of a building and developing the design around their requirements for the project. As a Principal Architect of HGF, Amy is experienced at effectively leading a production team, coordinating project consultants, and verifying that construction documents are created with the Owner's goals and objectives being met at every stage of the project. Amy rises to the challenge of working within the constraints of a project's budget in order to maximize the quality of the facility and to give the clients ultimate satisfaction.

Highlighted Project Experience

- City of Pueblo Mechanical Engineering - Bus Terminal RTU Replacement
- City of Pueblo Mineral Palace Atrium HVAC Replacement
- Adams State University Richardson Hall Renovation, Alamosa, CO
- Adams State University Electrical Distribution, Alamosa, CO
- CSU - Pueblo Technology Building Renovation & Addition - D-B
- Trinidad State College, A/E Services for Alamosa Campus Expansion, Alamosa, CO
- Pueblo Community College Health Science Consolidation Renovation
- Adams State University Electrical Distribution Replacement, Alamosa, CO
- Compassion International Building D Boiler Replacement - D-B
- Compassion International Building D Chiller Upgrade - D-B



Education

University of California,
Davis, CA
Master of Science/
Structural Emphasis
Colorado School of
Mines, Golden, CO
Bachelor of Science/Eng.,
Civil Specialty

Credentials & Affiliations

Colorado Professional
Engineer

Construction
Specifications Institute
(Past President)
American Institute of
Steel Construction
Structural Engineers
Association of CO
(SEAC)
American Council of
Engineering Companies
(ACEC)

Andy Baturevich

PE

President, Principal, Structural Engineer

Andy has over 28 years of experience with HCDA Engineering Inc. working as a design engineer and project manager for all types of projects. He has managed many industrial and educational projects, including projects at Fort Carson and universities and school districts across the state of Colorado. A sampling of his extensive experience is listed below. His ability to understand complicated structures and convey difficult material on the Construction Documents is one of his strengths. He works well with the entire design team, responds to questions and submittals in a timely manner during construction while always keeping the interests of the owner in mind.

Highlighted Project Experience

- Fort Carson Building 1860 Boiler #1 Replacement
- Fort Carson Building 1860 Boiler #2 Replacement
- Drake Power Plant SPS Building
- Drake 6 and 7 Exhaust Capture System
- Colorado State University Biology Building Bridging Documents
- Colorado School of Mines Athletic Field Improvements
- Colorado College Slocum Hall Renovation
- Grandview and Cherokee Trail High Schools – Cherry Creek
- Numerous Douglas County and Cherry Creek Elementary Schools
- Mountain View High School Additions, Loveland, CO
- Printers Park Medical Plaza
- Memorial Hospital Building #11, Cancer Center Addition, and Parking Garage
- Colorado Springs Utilities Water Quality Laboratory



Michael Cuppy

PE, PLS

President, Principal, Civil Engineer

Mr. Cuppy is a Registered Professional Land Surveyor and Professional Engineer, licensed to practice in the State of Colorado. With over 27 years of experience in land surveying and development, he has extensive knowledge in all aspects of the discipline including boundary, right-of-way, ALTA/ACSM, utility, and topographic surveys for major municipal, commercial, and residential projects. Mike is a Principal of NorthStar Engineering and Surveying, Inc. and is committed to delivering to the client the highest quality performance on all projects.

Education

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

Credentials & Affiliations

Professional Engineer – Colorado #40201

Professional Land Surveyor – Colorado #38485

Coalition of Pueblo Engineers

Land Development Committee for Pueblo Association of Home Builders

Pueblo Downtown Association – President

Pueblo Economic Development Corporation (PEDCO) – Board Member

Highlighted Project Experience

- Pueblo School District 60, East and Centennial High Schools (2020)
- Pueblo School District 60, Sunset Park and Franklin Elementary Schools (2020)
- Pueblo School District 60, Heroes K-8 School (2021)
- CR Minerals Industrial site (2020)
- Pueblo Memorial Airport Apron Rehabilitation Project (2018)
- Outlook Ridge Apartments – Phase 2 (2017)
- Morning Side Apartments, La Junta Colorado (2017)
- Pueblo Crossing Filing No. 3 for newR Dick's Sporting Goods (2016)
- CDOT Region 2 Headquarters site (2016)
- Parkview Medical Center Santa Fe Avenue property for future parking lot. (2016)
- Oakshire Trails Apartments (2016)
- 3030 E. 4th Street, Commercial property (2016)
- Comanche Solar project, 1,100 acre solar farm (2015)

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)

2/5/24, 4:04 PM

Colorado Secretary of State - Summary



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Summary

Details			
Name	Bridgers & Paxton Consulting Engineers, Inc.		
Status	Good Standing	Formation date	09/16/2010
ID number	20101516730	Form	Corporation
Periodic report month	September	Jurisdiction	Colorado
Principal office street address	1365 Garden of the Gods Rd Ste 130, Colorado Springs, CO 80907, US		
Principal office mailing address	4600 Montgomery Blvd NE Ste C, Albuquerque, NM 87109, US		

Registered Agent	
Name	Bridgers & Paxton Consulting Engineers, Inc.
Street address	3630 Sinton Road, Suite 100, Colorado Springs, CO 80907, United States
Mailing address	7020 Prospect Place NE, Suite 100, Albuquerque, CO 87110-0000, United States

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Bridgers & Paxton Consulting Engineers, Inc.

is a

Corporation

formed or registered on 09/16/2010 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20101516730 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/02/2024 that have been posted, and by documents delivered to this office electronically through 02/05/2024 @ 16:04:45 .

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 02/05/2024 @ 16:04:45 in accordance with applicable law. This certificate is assigned Confirmation Number 15724983 .



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."

INSERT UPDATED PERA FORM – Requested 2/5/2024

INSERT INSURANCE – Requested 2/5/2024



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE AMENDING T-HANGAR AND STORAGE UNIT RENTAL RATES AT 31501 BRYAN CIRCLE AT THE PUEBLO MEMORIAL AIRPORT, IN THE CITY AND COUNTY OF PUEBLO, AND REPEALING RESOLUTION 9389

SUMMARY:

The City owns a Hangar located at 31501 Bryan Circle Ave on the Pueblo Memorial Airport consisting of 9 closed T-Hangars, a storage unit, three office suites. The T-Hangars can be leased out on a month-to-month basis to general aviation pilots for the storage of their personal aircraft. Current T-Hanger rent rates at the Pueblo Memorial Airport were last established via Resolution 9389 on September 10, 2001. There has not been an approved raise of rent rates in 23 years. Current rent rates are established at \$185 per month for a T-Hanger that is approximately 30 feet deep and 40 feet wide at the widest point. New T-Hanger rental rates of \$265 per month would be effective January 1, 2025. New storage unit rental rates would increase from \$125 per month established under Resolution 9389 to \$200 per month effective January 1, 2025. All airport leased spaces are designated primarily for aeronautical use.

Rental rates would undergo a CPI adjustment every 5 years commencing on January 1, 2029, based on the Consumer Price Index for all Urban Consumers (CPI_U), All Items, as published by the Bureau of Labor Statistics of the United States Department of Labor.

PREVIOUS COUNCIL ACTION:

City Council has approved the current closed T-Hanger and storage unit rent rate through Resolution 9389 on September 10, 2001.

BACKGROUND:

The T-Hangars were built in 1978 with a 40-year useful lifespan. Major capital

improvements have not been made with the exception of roof repairs after storm damage. These hangars are metal construction with asphalt floors.

FINANCIAL IMPLICATIONS:

CPI calculations indicate that monthly rent should increase to \$332.59, but depreciation based on the age and condition of the hangars needs to be accounted for; a fair market value based on these factors is determined to be \$265 with a CPI adjustment every 5 years. Nine T-Hangars generating \$265 each, monthly could increase revenue to \$28,620 annually. In 2023, leasing the 9 T-Hangars generated \$17,400. Rent derived from these rates are deposited in the General Fund and budgeted to the Airport annually.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the T-Hangar rents would not be increased.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING T-HANGAR AND STORAGE UNIT RENTAL RATES AT 31501 BRYAN CIRCLE AT THE PUEBLO MEMORIAL AIRPORT, IN THE CITY AND COUNTY OF PUEBLO, AND REPEALING RESOLUTION 9389

WHEREAS, the City owns and operates the Pueblo Memorial Airport ("Airport"); and

WHEREAS, no official increase in fees has occurred since 2001; NOW THEREFORE,

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

SECTION 1.

Effective January 1, 2025, the T-Hangar rental fees for T-Hangars at 31501 Bryan Circle will be \$265 monthly and the storage unit will be \$200 monthly, with a CPI increase every 5 years commencing on January 1, 2029 based on the Consumer Price Index for all Urban Consumers (CPI_U), All Items, as published by the Bureau of Labor Statistics of the United States Department of Labor.

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 the policies and procedures described therein.

SECTION 3.

This Ordinance shall become effective on the date of final action by the Mayor and City Council, and Resolution 9389 is hereby repealed. All net proceeds derived from rental rates set forth in this Ordinance will be used for the operation, maintenance, and improvement of the Airport.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR ENGINEERING DESIGN AND RELATED SERVICES IN CONNECTION WITH THE REHABILITATE EAST (NORTH) APRON (DESIGN) PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, and the City of Pueblo, a Colorado Municipal Corporation, for engineering design and related services in connection with the Rehabilitate East (North) Apron (Design) project.

PREVIOUS COUNCIL ACTION:

Resolution No. 14989 approved September 22, 2022, approving a master agreement between Dibble and Associates Consulting Engineers, Inc., and the City of Pueblo, a Municipal Corporation, for Professional Engineering Services and Engineer of Record for the Pueblo Memorial Airport.

Ordinance No. 10728 approved June 25, 2024, accepted CDOT Grant 24-PUB-01 to reimburse the City 2.5% of the total design cost and budgeted and appropriated local matching funds of 2.5% of the total design cost to Project No. AP2401.

Ordinance No. 10759 approved August 26, 2024, accepted FAA AIP Grant No. 3-08-0046-050-2024 to reimburse the City 95% of the total design cost.

BACKGROUND:

The Colorado Department of Transportation (CDOT) Aeronautics Division conducted a pavement condition assessment of this portion of the East apron, and it was determined that the pavement needs rehabilitation. This project is on the Capital Improvement Plan schedule for 2025, approved by both the FAA and CDOT for Entitlement Fund use.

Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, submitted their proposal to complete the engineering design in accordance with the master agreement as Engineer of Record for the Pueblo Memorial Airport.

FINANCIAL IMPLICATIONS:

The total design cost is \$259,893.54. The funds for this project will be paid from Project No. AP2401 – East Apron (N) TaxiLane Rehab. Project funds have been budgeted and appropriated in previous Ordinances.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the project to Reconstruct East Apron (North) will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Dibble - Rehabilitate East (North) Apron (Design)

ORDINANCE NO.

AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR ENGINEERING DESIGN AND RELATED SERVICES IN CONNECTION WITH THE REHABILITATE EAST (NORTH) APRON (DESIGN) PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, The Colorado Department of Transportation (CDOT) Aeronautics Division conducted a pavement condition assessment of this portion of the East apron, and it was determined that the pavement needs rehabilitation; and

WHEREAS, Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, submitted their proposal to complete the engineering design in accordance with the master agreement as Engineer of Record for the Pueblo Memorial Airport; NOW THEREFORE,

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

SECTION 1.

The Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, and the City of Pueblo, a Colorado Municipal Corporation, to render certain professional planning, design, engineering and related services in connection with the Rehabilitate East (North) Apron (Design), a copy of which is attached hereto, having been approved as to form by the City Attorney is hereby approved. The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and to attest same.

SECTION 2.

Funds for said project shall be from Project No AP2401 – East Apron (N) TaxiLane Rehab.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

STANDARD FORM OF
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner"), and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, doing business as Dibble Engineering, a professional engineering firm (hereinafter "Engineer"), for Engineer to render certain professional planning, design, engineering, and related services for Owner in connection with Project AP2401, Project Name: Rehabilitate East (North) Apron (Design), hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

1.1 Engineer shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

- [X] - Study and Report Phase
- [X] - Preliminary Design (Schematic) Phase
- [X] - Final Design Phase
- [] - Construction Documents & Bidding Phase
- [] - Construction Phase

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, and planning services. Engineer shall also provide any landscape engineering, surveying and geotechnical services incident to its work on the Project.

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

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

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

1.5 Any architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall:

(a) Consult with Owner to determine his requirements for the Project and review available data.

(b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c), and assist Owner in obtaining any such services.

(c) Provide special analyses of Owner's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

(d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.

(e) Provide general economic analysis of Owner's requirements applicable to various alternatives.

(f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations with opinions of probable costs.

(g) Furnish two (2) copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall:

(a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study or Report on the Project.

(b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

(c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.

(d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives, and make recommendations to Owner based thereon.

(e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.

(f) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the

(Agreement for Professional Engineering Services – CA Revised and Apprd 07/11/2022)

Project during the Final Design Phase, Engineer shall:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirements therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority, including but not limited to any requirements of the Federal Aviation Administration. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. **Engineer shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's best professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

(e) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall:

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, owner's standard forms of agreement, warranty, payment and performance bonds, general conditions and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix A to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. Two (2) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2018 or later version) format on electronic media.

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

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning: acceptability of

(Agreement for Professional Engineering Services – CA Revised and Apprd 07/11/2022)

bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

2.5 Construction Phase. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project, Engineer shall:

(a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Appendix A - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

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

(d) Promptly advise the Owner in writing of any omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, supplier or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data and other submittals of the contractor for conformance with the design concept of Project and compliance with the Drawings, Specifications and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has inspected the Project and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the Drawings, Specifications and other contract documents.

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

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

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

(l) The Engineer shall, if so provided in the construction contract, be the interpreter of

(Agreement for Professional Engineering Services – CA Revised and Apprd 07/11/2022)

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

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the work.

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

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

(d) Engineer shall be completely responsible for the safety of Engineer's employees, subcontractors, and consultants in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, subcontractors, and consultants and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss or injury to Engineer's employees, subcontractors, and consultants.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility," attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

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

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's time table for achievement of interim tasks and final completion of Project work, provided however,

the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Appendix B - "Fee Schedule".

2.7 Requirements Where Federal Assistance Provided.

(a) Engineer understands that Owner will be funding the Project in part or in whole by grants or loans from the Department of Transportation, Federal Aviation Administration (the "Federal Agency") and the Colorado Aeronautics Board (the "State Agency"). Engineer agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the Federal and State Agencies which apply to the work under this Agreement, whether referenced in Appendix A or not. All applicable loan or grant conditions and regulations of the Federal and State Agencies are incorporated into this Agreement by reference.

(b) Owner shall pay Engineer for work completed in accordance with the terms of this Agreement. Engineer understands and accepts that Owner is seeking reimbursement for the Project through applicable Federal and State loans or grants. Should applicable Federal and State Agencies indicate that loans or grants shall not be granted or approved by said Agencies, performance under this Agreement shall be placed on hold until such time as the funds are granted and approved, except that no such extension shall continue past the expiration of the initial term of the master agreement approved through City of Pueblo Resolution No. 13785. Should Owner determine in its sole discretion that grant or approval of the required funds is impossible or unlikely, this Agreement shall terminate immediately upon notice from Owner and Owner shall not be liable for any cost or fee under this Agreement.

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner's Project requirements including: objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies, or data possessed by Owner which relates to design or construction of the Project.

(d) Assist in arranging for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable

(Agreement for Professional Engineering Services – CA Revised and Apprd 07/11/2022)

time. The Owner's approval of Drawings, design, Specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of forty-five (45) days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Appendix A - Scope of Services and Sections 1 and 2 of this Agreement.

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$259,893.54 in the aggregate, and not to exceed those maximum amounts set forth in Appendix B - "Fee Schedule" and computed in accordance with this Section. For the purposes of this agreement, only Engineering Services described in "Fee Schedule" - Appendix B for the Study and Report Phase, Preliminary Design Phase, and Final Design Phase are approved. In the event compensation for services is set forth in Appendix B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Appendix B for such phase, and together shall not exceed the maximum aggregate set forth herein.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within 40 days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Appendix B - "Fee Schedule"

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

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

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

Section 6. Term and Termination

6.1 Term. The term of this Agreement begins on the Effective Date and ends on December 31, 2025, unless sooner terminated in accordance with this Agreement. City reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

6.2 Fund Appropriation. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of City which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

6.3 Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Engineer and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Owner all data, drawings, specifications, reports, plans, calculations, summaries, and all other information, documents, work product, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.4 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Appendix B for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

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

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

SECTION 7. GENERAL PROVISIONS.

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever

(Agreement for Professional Engineering Services – CA Revised and Apprd 07/11/2022)

kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement.

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

7.2 Insurance and Indemnity.

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

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

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

(iii) Professional Liability Insurance in amounts and form acceptable to Owner, and with a deductible not exceeding \$50,000.00.

(c) Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors, or omissions of Engineer, his employees, subcontractors and consultants. Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to subcontractors and consultants, arising out of negligent acts, errors or omissions of Engineer and his employees, including claims of nonpayment. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, Attention: Greg Pedroza, Director of Aviation, Pueblo Memorial Airport, 31201 Bryan Circle, Pueblo, Colorado, or to the Engineer at 7878 N. 16th Street, Suite 300, Phoenix, Arizona, 85020. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

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

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Engineer may be assigned by him without the written consent of the Owner.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and Owner.

7.7 Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

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

7.9 Severability. If any provision of this Agreement, except for Section 2.7, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.7 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.10 Appropriations. Subject to the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Engineer shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

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

7.12 Access to Property Not Under Owner's Control. Engineer acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Engineer and Engineer's employees and consultants shall, at Engineer's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Engineer in obtaining access to such property at reasonable times but make no warranty or representation whatsoever

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regarding access to such property. Engineer understands and agrees that entry to properties not under Owner's control may require Engineer to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES.

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

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

SECTION 9. APPENDICES.

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

Appendix A - "Scope of Services" consisting of 9 pages.

Appendix B - "Fee Schedule" consisting of 1 page.

Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility"
Consisting of 1 page.

SECTION 10. ACCESSIBILITY.

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

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

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

SECTION 12. PERA LIABILITY

The Engineer shall reimburse the Owner for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for Owner under this Agreement. Engineer has submitted to Owner a completed form listing any PERA retirees employed by Engineer and shall update said form with Owner at any time a PERA retiree is hired by Engineer.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

DIBBLE AND ASSOCIATES
CONSULTING ENGINEERS, INC.

By: _____
Heather Graham, Mayor

Name: JARED BASS, P.E.
By: [Signature]
Title: VICE PRESIDENT

Attest: _____
City Clerk

[S E A L]

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

Director of Finance

APPROVED AS TO FORM:

City Attorney



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: September 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR ENGINEERING DESIGN AND RELATED SERVICES IN CONNECTION WITH THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (PHASE 1 DESIGN) PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, and the City of Pueblo, a Colorado Municipal Corporation, for engineering design and related services in connection with the Construct Hangar and Rehabilitate Taxilane (Phase 1 Design) project.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9308, passed and approved on July 9, 2018, established Project No. AP1804 – South T-Hangar #1 budgeting and appropriating funds from insurance claim for damage to t-hangars.

Ordinance No. 10728 approved June 25, 2024, accepted CDOT Grant 24-PUB-01 to reimburse the City 2.5% of the total design cost.

Ordinance No. 10774 approved September 9, 2024, accepted FAA Grant No. 3-08-0046-051-2024 to reimburse the City 95% of the total design cost.

BACKGROUND:

The City owned a set of ten T-Hangars that were built in the late 1970s. In May of 2015, the Airport was hit by a severe hail storm that damaged the roof. Then, in July of 2016,

the T-Hangars were further damaged by a DC-10 that severely damaged the northernmost hangar unit. Insurance funds have been received to repair the damages. However, repairing the damage will only return the building to its previous condition, which is lacking. Rainwater regularly floods the hangars and the hangar doors either require extensive repairs or will need repairs in the near future. Repairing the building would not extend its useful life. The 2022 Airport Master Plan identified the need to construct new general aviation hangars and rehabilitate taxiway infrastructure at the Pueblo Memorial Airport.

Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, submitted their proposal to complete the engineering design in accordance with the master agreement as Engineer of Record for the Pueblo Memorial Airport

FINANCIAL IMPLICATIONS:

The total design cost is \$245,636.44. The funds for this project will be paid from Project No. AP1804 – South T-Hangar #1. Project funds have been budgeted and appropriated in previous Ordinances.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the project to Construct Hangar and Rehabilitate Taxiway will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Dibble_AP1804 Taxiway Rehab and New Hangar 2024 Design Only

ORDINANCE NO.

AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR ENGINEERING DESIGN AND RELATED SERVICES IN CONNECTION WITH THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (PHASE 1 DESIGN) PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the 2022 Airport Master Plan identified the need to construct new general aviation hangars and rehabilitate taxilane infrastructure at the Pueblo Memorial Airport; and

WHEREAS, Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, submitted their proposal to complete the engineering design in accordance with the master agreement as Engineer of Record for the Pueblo Memorial Airport; NOW, THEREFORE,

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

SECTION 1.

The Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, and the City of Pueblo, a Colorado Municipal Corporation, to render certain professional planning, design, engineering and related services in connection with the Construct Hangar and Rehabilitate Taxilane (Phase 1 Design), a copy of which is attached hereto, having been approved as to form by the City Attorney is hereby approved. The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and to attest same.

SECTION 2.

Funds for said project shall be from Project No AP1804 – South T-Hangar #1.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

STANDARD FORM OF
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made and entered this 21st day of October, 2024 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner"), and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, doing business as Dibble Engineering, a professional engineering firm (hereinafter "Engineer"), for Engineer to render certain professional planning, design, engineering, construction administration, and related services for Owner in connection with Project No. API804, Project Name: Taxilane Rehab and New Hangar, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

1.1 Engineer shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

- ☒ - Study and Report Phase
- ☒ - Preliminary Design (Schematic) Phase
- ☒ - Final Design Phase
- ☒ - Construction Documents & Bidding Phase
- ☐ - Construction Phase

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, and planning services. Engineer shall also provide any landscape engineering, surveying, and geotechnical services incident to its work on the Project.

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

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

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

1.5 Any architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall:

- (a) Consult with Owner to determine his requirements for the Project and review available data.
- (b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c), and assist Owner in obtaining any such services.
- (c) Provide special analyses of Owner's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
- (d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.
- (e) Provide general economic analysis of Owner's requirements applicable to various alternatives.
- (f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations with opinions of probable costs.
- (g) Furnish two (2) copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall:

- (a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study or Report on the Project.
- (b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
- (c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- (d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives, and make recommendations to Owner based thereon.
- (e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
- (f) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the

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Project during the Final Design Phase, Engineer shall:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirements therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority, including but not limited to any requirements of the Federal Aviation Administration. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. **Engineer shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's best professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

(e) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall:

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, owner's standard forms of agreement, warranty, payment and performance bonds, general conditions and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix A to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. Two (2) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2018 or later version) format on electronic media.

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

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning: acceptability of

bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

2.5 Construction Phase. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project, Engineer shall:

(a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Appendix A - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

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

(d) Promptly advise the Owner in writing of any omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, supplier or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data and other submittals of the contractor for conformance with the design concept of Project and compliance with the Drawings, Specifications and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has inspected the Project and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the Drawings, Specifications and other contract documents.

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

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

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

(l) The Engineer shall, if so provided in the construction contract, be the interpreter of

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

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the work.

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

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

(d) Engineer shall be completely responsible for the safety of Engineer's employees, subcontractors, and consultants in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, subcontractors, and consultants and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss or injury to Engineer's employees, subcontractors, and consultants.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility," attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

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

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's time table for achievement of interim tasks and final completion of Project work, provided however,

the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Appendix B - "Fee Schedule".

2.7 Requirements Where Federal Assistance Provided.

(a) Engineer understands that Owner will be funding the Project in part or in whole by grants or loans from the Department of Transportation, Federal Aviation Administration (the "Federal Agency"). Engineer agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the Federal Agency which apply to the work under this Agreement, whether referenced in Appendix A or not. All applicable loan or grant conditions and regulations of the Federal Agency are incorporated into this Agreement by reference.

(b) Owner shall pay Engineer for work completed in accordance with the terms of this Agreement. Engineer understands and accepts that Owner is seeking reimbursement for the Project through applicable Federal loans or grants. Should the applicable Federal Agency indicate that loans or grants shall not be granted or approved by the Agency, performance under this Agreement shall be placed on hold until such time as the funds are granted and approved, except that no such extension shall continue past the expiration of the initial term of the master agreement approved through City of Pueblo Resolution No. 13785. Should Owner determine in its sole discretion that grant or approval of the required funds is impossible or unlikely, this Agreement shall terminate immediately upon notice from Owner and Owner shall not be liable for any cost or fee under this Agreement.

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner's Project requirements including: objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies, or data possessed by Owner which relates to design or construction of the Project.

(d) Assist in arranging for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of Drawings, design, Specifications, reports, and incidental engineering work

or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of forty-five (45) days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Appendix A - Scope of Services and Sections 1 and 2 of this Agreement.

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$245,636.44 in the aggregate and computed in accordance with this Section. In the event compensation for services is set forth in Appendix B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Appendix B for such phase, and together shall not exceed the maximum aggregate set forth herein.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within forty (40) days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Appendix B – "Fee Schedule."

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

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

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

Section 6. Term and Termination

6.1 Term. The term of this Agreement begins on the Effective Date and ends on December 31, 2024, unless sooner terminated in accordance with this Agreement. City reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

6.2 Fund Appropriation. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of City which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

6.3 Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Engineer and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Owner all data, drawings, specifications, reports, plans, calculations, summaries, and all other information, documents, work product, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.4 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Appendix B for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

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

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

SECTION 7. GENERAL PROVISIONS.

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs,

drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement.

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

7.2 Insurance and Indemnity.

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

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

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

(iii) Professional Liability Insurance in amounts and form acceptable to Owner, and with a deductible not exceeding \$50,000.00.

(c) Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors, or omissions of Engineer, its employees, subcontractors and consultants. Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to subcontractors and consultants, arising out of negligent acts, errors or omissions of Engineer and its employees, including claims of nonpayment. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, Attention: Greg Pedroza, Director of Aviation, Pueblo Memorial Airport, 31201 Bryan Circle, Pueblo, Colorado, or to the Engineer at 3020 East Camelback Road Suite 201 Phoenix, AZ 85016. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and

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

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Engineer may be assigned by him without the written consent of the Owner.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and Owner.

7.7 Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

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

7.9 Severability. If any provision of this Agreement, except for Section 2.7, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.7 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.10 Appropriations. Subject to the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Engineer shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

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

7.12 Access to Property Not Under Owner's Control. Engineer acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Engineer and Engineer's employees and consultants shall, at Engineer's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Engineer in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Engineer understands and agrees that entry to properties not under

Owner's control may require Engineer to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES.

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

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

SECTION 9. APPENDICES.

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

Appendix A - Scope of services consisting of 30 pages.

Appendix B - "Fee Schedule" consisting of 1 pages.

Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility" Consisting of 1 pages.

SECTION 10. ACCESSIBILITY.

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

SECTION 11. STATE-IMPOSED MANDATES PROHIBITING ILLEGAL ALIENS FROM PERFORMING WORK.

(a) At or prior to the time for execution of this Agreement, Engineer shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Engineer will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Engineer shall not:

(I) Knowingly employ or contract with an illegal alien to perform work under this contract;

(II) Enter into a contract with a subconsultant that fails to certify to Engineer that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this contract.

(c) The following state-imposed requirements apply to this contract:

(I) The Engineer shall have confirmed or attempted to confirm the employment eligibility of all of its employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(II) The Engineer is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(III) If the Engineer obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with an illegal alien to perform work under this Agreement, the Engineer shall be required to:

A. Notify the subconsultant and the Purchasing Agent of the City within three (3) days that the Engineer has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subconsultant if within three (3) days of receiving the notice required pursuant to subparagraph (c)(III)A above, the subconsultant does not stop employing or contracting with the illegal alien; except that the Engineer shall not terminate the contract with the subconsultant if, during such three (3) days, the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.

(IV) The Engineer is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Engineer shall constitute a material breach of contract and grounds for immediate termination. In the event of such termination, the Engineer shall be liable for Owner's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Engineer to violate any terms of participation in the E-Verify Program.

(f) Violation of this Section 11 by the Engineer shall constitute a material breach of contract and grounds for immediate termination. In the event of such termination, the Engineer shall be liable for Owner's actual and consequential damages.

(g) As used in this Section 11, the term "subconsultant" shall mean any subconsultant or subcontractor of Engineer rendering services with the scope of this Agreement.

SECTION 12. PERA LIABILITY

The Engineer shall reimburse the Owner for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for Owner under this Agreement. Engineer has submitted to Owner a completed form listing any PERA retirees employed by Engineer and shall update said form with Owner at any time a PERA retiree is hired by Engineer.

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

CITY OF PUEBLO, A MUNICIPAL
CORPORATION

DIBBLE AND ASSOCIATES
CONSULTING ENGINEERS, INC.

By: _____
Heather Graham, Mayor

Name: Jared Bass, P.E.
By: _____
Title: Vice President

Attest: _____
City Clerk

[S E A L]

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

Director of Finance

APPROVED AS TO FORM:

City Attorney



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING A REVOCABLE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND CLEAN AIR PUEBLO FOR THE INSTALLATION OF AIR QUALITY MONITORS ON CITY FIRE DEPARTMENT PROPERTY

SUMMARY:

This Ordinance will approve a revocable license agreement between the City and Clean Air Pueblo for the purpose of installing air quality monitoring equipment on Pueblo Fire Department fire stations.

PREVIOUS COUNCIL ACTION:

Not Applicable.

BACKGROUND:

Clean Air Pueblo seeks to partner with the City to install Purple Air Particle Monitors at the City's Fire Department Buildings at no cost to the City. This partnership will allow Clean Air Pueblo the opportunity to monitor and record air quality throughout Pueblo.

FINANCIAL IMPLICATIONS:

All costs and expenses related to the revocable license agreement shall be the responsibility of Clean Air Pueblo. The City will not incur any financial cost.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council may decline the license agreement. If that occurs, Clean Air Pueblo will be required to seek alternative locations for the installation of air quality monitoring devices.

RECOMMENDATION:

The Fire Department recommends approval of the Ordinance.

ATTACHMENTS:

1. Fire Station Air Quality Monitoring License agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A REVOCABLE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND CLEAN AIR PUEBLO FOR THE INSTALLATION OF AIR QUALITY MONITORS ON CITY FIRE DEPARTMENT PROPERTY

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo to approve and to enter into agreements; and

WHEREAS, approval of the Revocable License Agreement is in the best interest of the City and will benefit the health, welfare and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The Revocable License Agreement, a true copy of which is attached hereto and incorporated herein, is hereby accepted and approved in accordance with its terms and conditions.

SECTION 2.

The Mayor is authorized to execute the Revocable License Agreement in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

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 the policies and procedures described herein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("**Agreement**") is made and entered into on October ____, 2024 (the "**Effective Date**"), by and between the City of Pueblo, a Colorado Municipal Corporation (the "**City**"), and Clean Air Pueblo ("**Licensee**"). Licensee and City may be referred to collectively below as the "**Parties**" or singularly as "**Party**"

WHEREAS, City is the owner of eleven fire stations located in the City of Pueblo, ("**City's Property**"); and

WHEREAS, Licensee desires to install Air Monitors on or about the City's Property; and

WHEREAS, City has agreed to grant Licensee a revocable license to install and maintain PurpleAir Particle Monitors ("**Air Monitors**") on City's Property.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Revocable License. Subject to the terms of this Agreement, City hereby grants to Licensee a revocable license for the term of this Agreement to use that portion of City's Property as described in Exhibit A for the sole purpose of installing and maintaining Air Monitors.
2. Term. This Agreement shall be for a term of five (5) years. This Agreement shall automatically renew for an additional one (1) year term upon each anniversary of the Effective Date, unless a Party provides notice of its intent to terminate the Agreement at least thirty (30) days prior to the end of the then current term.
3. Maintenance of Air Monitors. Licensee agrees to install and maintain all Air Monitors, at its sole cost and expense, in good and safe condition. Licensee agrees to maintain all Air Monitors in quality condition, consistent with other amenities at the City's Property, and to repair and replace the Air Monitors, as needed, throughout the term of this Agreement. It is the express understanding and agreement of the Parties that neither City, its agents, employees or assigns shall have any obligation whatsoever to maintain or attempt to maintain, repair or replace the Air Monitors.
4. Licensee hereby releases City, its agents, employees or assigns from all liabilities and obligations whatsoever arising from or relating in any way to the installation, maintenance or use of the Air Monitors.
5. The City agrees to regularly monitor the condition of the Air Monitors and inform the Licensee promptly of any damage or deterioration of the Air Monitors needing repair, at which point Licensee will repair the damage or deterioration in a timely manner.
6. License Fee. Licensee agrees to pay City \$0.00 per year for the term of the Agreement.
7. Restrictions. Licensee shall permit no liens to be filed against City's Property by any supplier, laborer, contractor or merchant with respect to services, labor or materials

contracted for or obtained by Licensee with respect to the Air Monitors. Licensee shall indemnify and hold City and its successors and assigns harmless from and against all costs or expenses of any kind, including but not limited to attorneys' fees, incurred by City or its successors or assigns related to any such lien or any notice of intent to file such a lien. For purposes of this paragraph, the filing or recording of a notice of intention to file such a lien shall be deemed to be the filing or recording of a lien. The provisions of this paragraph shall survive the termination of this Agreement.

8. Insurance. City shall not provide insurance for Licensee or the Air Monitors and City shall not be liable for damages or injuries caused by or arising from actions or nonactions of the Licensee, the Air Monitors, its installation or placement on the City's Property, or related to the Licensee or Air Monitors in any other way.

9. Termination. This Agreement is for the sole benefit of City and shall not create any easement or other interest in real property in favor of Licensee. This Agreement and the license granted herein shall not run with the land. Either Party may terminate this agreement and the revocable license at any time upon thirty (30) days' prior written notice to the other.

10. Assignment. Licensee shall not alienate or assign all or any portion of this Agreement or the license granted herein without the express written consent of City, which consent may be granted or withheld in City's sole and absolute discretion. Any attempted alienation or assignment without City's consent as provided herein shall be null and void and without legal effect.

11. Effect of Termination. Upon the termination of this Agreement, Licensee shall remove the Air Monitors from City's Property within thirty (30) days after the receipt of written notice of such termination. Licensee shall bear all costs and liabilities of removal of the Air Monitors. Should Licensee fail to remove the Air Monitors from City's Property as provided herein, City may, but shall not be required to, remove and dispose of the Air Monitors without process of law or other demand and without liability to City. In the event that City removes and disposes of the Air Monitors as provided herein, Licensee shall be liable to City for the cost of such removal and disposal and shall pay such amount upon demand. Should Licensee fail to remove the Air Monitors in accordance with this paragraph and should City desire to keep the Air Monitors in place, complete ownership of the Air Monitors shall pass to City at no cost to either Party. The provisions of this paragraph shall survive the termination of this Agreement.

12. Notices.

Notices concerning this Agreement shall be given to Clean Air Pueblo as follows:

Elizabeth Phebus
719-225-6709
exphebus@gmail.com

Notices concerning this Agreement shall be given to the City of Pueblo as follows:

Fire Chief
Pueblo Fire Station #8
1551 Bonforte Blvd
Pueblo, CO 81001

With a copy to:

City Attorney
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

13. Title to City's Property. Licensee expressly acknowledges and agrees that City has good and sufficient title to the City's Property, including but not limited to that portion that is shown on Exhibit A for the installation of the Air Monitors. Licensee gains access to and acknowledges that City's Property is taken "As Is" and "With All Faults." Licensee further acknowledges and agrees that the license granted herein is permissive in nature, and Licensee waives any and all claims including, but not limited to, claims of adverse possession, to any interest in City's Property arising from or relating in any way to the license granted herein. This Agreement is expressly granted with the understanding that the licensed use shall not constitute adverse possession of any portion of City's Property. This Agreement shall not in any way limit City's ability to license or otherwise dispose of land not subject to the terms of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

14. Indemnification by Licensee. Licensee agrees to defend, hold harmless, and indemnify the City and its enterprises, officers, employees, and agents, from any and all claims and liability, including reasonable attorney's fees and costs, for injuries, or damages to any person, arising from Licensee's license, advertising, including copyright and trademark violations, or in any way related to this License Agreement, or any default or breach of any term of this Agreement by Licensee. The City reserves the right to refuse any sponsorship, or remove any advertisement, including but not limited to banners, fliers, and social media postings that are not consistent with the City's sponsorship policies, or determined, in the sole and absolute discretion of the City, not to be in the City's best interest. Licensee hereby acknowledges and agrees that damage may occur to the Air Monitors either naturally or unnaturally, and that neither City nor its successors or assigns shall have any liability, therefore. Licensee further agrees that it shall properly supervise and monitor the installation, use and maintenance of the Air Monitors. Licensee shall not do anything that may cause liability or harm to any person or property by reason of the installation, use or maintenance of the Air Monitors. The provisions of this paragraph shall survive the termination of this Agreement.

15. Severability. It is the express intent of the Parties that all the provisions of this Agreement be given full force and effect as written. Should any judicial determination be made that any provision(s) of this Agreement is unenforceable for any reason, all remaining provisions of this Agreement shall remain in full force and effect as written.

16. Governing Law, Construction of Agreement, and Venue. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Colorado. The Parties acknowledge that this Agreement was produced by arms-length negotiation between sophisticated parties with equal bargaining power. The Parties agree that the rule of construction that any ambiguities are to be construed against the drafting party shall not be employed in any interpretation of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

17. Liability of the City. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation.

18. Binding Effect. This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, assigns, representatives, agents, employees, and any person or entity claiming by or through them. The provisions of this paragraph shall survive the termination of this Agreement.

19. Entire Agreement; Attorneys' Fees. This Agreement constitutes the complete and entire agreement between the Parties and supersedes all prior written or oral negotiations, representations or agreements between the Parties as to the subject matter of this Agreement. The terms of this Agreement may not be modified except by a writing signed by all of the Parties. In any dispute, conflict, legal action or other proceeding arising out of, or brought to construe or enforce any of the provisions of, this Agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees from the non-prevailing party. The provisions of this paragraph shall survive the termination of this Agreement.

20. Counterparts; Signatures. The parties hereto agree that: (a) this Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument, and that executed counterpart originals shall be satisfactory for purposes of enforcing this Agreement; and (b) original signatures transmitted via facsimile or electronic mail (i.e., .pdf signatures) shall be acceptable for purposes of executing and enforcing this Agreement. If counterpart originals are executed and/or original signatures are transmitted by facsimile or by electronic mail, the parties hereto shall endeavor in good faith to deliver to each other executed counterpart originals within fifteen (15) days after the Effective Date.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

CITY:

CITY OF PUEBLO, COLORADO
A MUNICIPAL CORPORATION

LICENSEE:

CLEAN AIR PUEBLO

By: _____
Heather Graham, Mayor

By: _____
Elizabeth Phebus, Outreach Contractor

ATTEST:

By: _____
City Clerk

EXHIBIT A

Station 1: 425 W 7th (currently)

Station 2: 1800 Eagleridge

Station 3: 123 Evans

Station 4: 2201 Lake

Station 5: 2401 6th Ave

Station 6: 111 Victory (mid 2025)

Station 7: 840 Pueblo Blvd.

Station 8: 1551 Bonforte Blvd (office also)

Station 9: 4527 Surfwood

Station 10: 31475 Bryan Circle

Station 11: 3205 W 24th (Aug 2025)



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 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: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SPECIALIZED VANPOOL SERVICES TO THE AIRPORT AND SOUTHERN INDUSTRIAL ESTATES BETWEEN THE CITY OF PUEBLO AND ENTERPRISE LEASING, LLC

SUMMARY:

City Council to approve the awarding of the Vanpool Contract for Specialized Transportation Services.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10646, an Ordinance budgeting and appropriating the Vanpool Grant Award of \$400,000 into Project PT2402.

BACKGROUND:

In FY2023 the City was awarded an ARPA/SLRF and State Multi Model Grant to establish a Vanpool ride share service to service businesses located at the Airport Industrial area and the Southern Industrial areas of Pueblo, due to the demand for employee transportation that was unavailable due to business operating hours and schedules.

FINANCIAL IMPLICATIONS:

The \$400,000.00 Grant provided 100%, with a 0% match requirement.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board approves this action.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Vanpool Grant Ordinance 10646 2024 final (002)
2. Van Pool Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SPECIALIZED VANPOOL SERVICES TO THE AIRPORT AND SOUTHERN INDUSTRIAL ESTATES BETWEEN THE CITY OF PUEBLO AND ENTERPRISE LEASING, LLC

WHEREAS, Enterprise Holding Inc. was selected to provide Vanpool Services; and

WHEREAS, competitive bids for Project No. PT2402 Vanpool Services have been received and examined: and

WHEREAS, the proposal of Enterprise Holdings Inc., was the lowest of those bids determined to be responsive; NOW, THEREFORE,

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

SECTION 1.

The City Council of Pueblo authorizes Project PT2402 Vanpool Services, and the Contract for said Project is hereby awarded to Enterprise Holdings Inc, in the amount of \$400,000.

SECTION 2.

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

SECTION 3.

Funds for said Project shall be paid from the Vanpool Project PT2402.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 12, 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: AN ORDINANCE APPROVING AND ACCEPTING AN ARPA/SLRF AND STATE MULTI MODAL OPTION PROGRAM FUNDS GRANT (PUEBLO VANPOOL), AWARD NO. 24-HTD-ZL-00125 / 491003385, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NO. PT2402, BUDGETING AND APPROPRIATING FUNDS OF \$400,000.00, AND RATIFYING THE MAYOR'S SIGNATURE ON SAME

SUMMARY:

Attached is a Grant Award between the City of Pueblo and the Colorado Department of Transportation for \$400,000.00.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This is a FY2023 ARPA/SLRF and State Multi Modal Grant for \$400,000.00. Per the Grant Agreement, the Grant provided is 100%, with a 0% match. This Grant utilizes ARP Act funding to prevent, prepare for, and respond to COVID-19, and State Multi Modal Option Funds. The grant scope of work includes the following projects:

\$400,000.00 – Vanpool Estimated Cost

\$400,000.00 Total Grant

FINANCIAL IMPLICATIONS:

The anticipated total Project cost is \$400,000.00. The Federal/State share is 100% with no City match requirement.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to not receive the Grant Funds for a Pilot Vanpool Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 491003385-Pueblo, City of ARPA-SLFRF_MMOF-Fed MMOF-State Combo-FINAL
2. GRANT CERTIFICATION Vanpool 2024

ORDINANCE NO. 10646

AN ORDINANCE APPROVING AND ACCEPTING AN ARPA/SLRF AND STATE MULTI MODAL OPTION PROGRAM FUNDS GRANT (PUEBLO VANPOOL), AWARD NO. 24-HTD-ZL-00125 / 491003385, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NO. PT2402, BUDGETING AND APPROPRIATING FUNDS OF \$400,000.00, AND RATIFYING THE MAYOR'S SIGNATURE ON SAME

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

SECTION 1.

The Awarding of Grant No. 24-HTD-ZL-00125 / 491003385 to the City of Pueblo, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

Project Number PT2402 is hereby established, and the amount of \$400,000.00 is budgeted and appropriated therefore.

SECTION 4.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Award to 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 January 22, 2024.

Final adoption of Ordinance by City Council on February 12, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

- ☒ Approved on February 16, 2024.
- ☐ Disapproved on _____ based on the following objections:

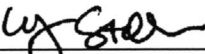

Mayor

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

VANPOOL PROGRAM AGREEMENT

This Vanpool Program Agreement ("Agreement") is made this [REDACTED] day of [REDACTED], 20[REDACTED] ("Effective Date"), by Enterprise Leasing Company of Denver, LLC, doing business as COMMUTE with ENTERPRISE, ("Enterprise") and The City of Pueblo, ("Pueblo Transit" or "Agency," and together with Enterprise, the "Parties", and each a "Party"). This Agreement may also be referred to as Contract No. 24-011, which resulted from an award to Enterprise by the Agency pursuant to Solicitation No. 24.011.

WHEREAS the Agency operates a program to encourage participation in voluntary commuter vanpools in the Pueblo County area ("Vanpool Program").

WHEREAS, Enterprise, a private provider of public vanpool programs, assumes operations of the Vanpool Program, subject to the terms and conditions set forth herein.

WHEREAS, Enterprise has contracted with the Agency to provide vanpool services for vanpools starting or ending in Pueblo County, Colorado in exchange for receipt of vanpool subsidies.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the Parties agree as follows:

1. Period of Performance and Term. This Agreement shall commence on the Effective Date and shall continue for two (2) years from the Effective Date ("Initial Term"). Thereafter (subject to earlier termination pursuant to Section 11) the Agreement can renew for two one-year periods (a "Renewal Term") unless a non-renewal notice has been provided by either party pursuant to Section 11 of this Agreement. For the purposes of record retention requirements, each Renewal Term shall be considered a new contract period.

2. Vanpool Program; Obligations of Parties.

- a) Vehicle Rental. Enterprise will rent vanpool vehicles that it owns and each seating seven (7) to fifteen (15) passengers (such vehicles may be referred to as "vans"), to eligible participants in the voluntary commuter vanpools enrolled in the Vanpool Program. Vehicles that accommodate individuals with disabilities may require modification, for which the Agency and Enterprise will share in the cost as follows: Modifications such as removing seats, installing ramps/tie downs, and adding hand controls, pedal extensions or grab bars will be provided by Enterprise at no additional cost to the Agency. More extensive modifications such as wheelchair lifts will be provided however the additional, actual cost in that case will be billed to the Agency.
- b) Vanpool Marketing.
 - i. Enterprise will market and promote the Vanpool Program at its own expense and provide ride matching assistance to facilitate formation of vanpool groups. It is acknowledged that while Enterprise will encourage all eligible vanpools to participate in the Vanpool Program, Enterprise may operate non-Vanpool Program vanpools in the same service area. The parties shall jointly cooperate to develop a marketing plan for the Enterprise commuter vanpool program and may agree, from time to time, to allow one another to use or refer to the other by name for the

promotion of the program. Except as may be agreed to by each respective party in writing, no right or license, either express or implied, to use any information, trademark, logo or other proprietary information belonging to the other party shall be allowed hereunder.

- ii. Enterprise will market and promote the Vanpool Program as described in Enterprise's proposal and as specified in the cooperatively developed marketing plan mentioned above. Marketing activities may include, but may not be limited to, assessing the needs of the community, increasing worksite usage, creating and distributing marketing materials, advertising in local branches, employer outreach, maintaining ridership, targeting existing and potential business rental clients, using Enterprise's and Agency's websites as a marketing platform, creation of a customized landing page, leveraging Enterprise current workforce, forming vanpools online and with in-person meetings, and vanpool group formation efforts for initiating new vanpools as part of the turnkey nature of the program. Enterprise will also participate in ribbons cuttings, press conferences, etc., at the reasonable request of the Agency, any additional costs will be agreed upon by both parties and may be reimbursed under this agreement.
 - iii. During the term of this Agreement, Enterprise may choose to provide to Agency or the State of Colorado, upon request and in Enterprise's sole discretion, with its trademarks, logos, photos, videos and other marketing and promotional materials ("Contractor Materials") for the purpose of promoting the Vanpool Program. Contractor owns all right, title and interest to such Contractor Materials. Agency may not use, disseminate, modify, alter or create derivatives of the Contractor Marketing Materials (collectively, "Agency Materials") without Contractor's prior written consent. Further, Agency shall not share, transfer or sub-license the Contractor Marketing Materials with any affiliates or third parties without Contractor's prior written consent. Any request for consent by Agency must include where and how the Agency Materials will be utilized. Agency agrees that Contractor shall have a global, transferrable, royalty-free, exclusive and perpetual license to use the Agency Marketing Materials for the purpose of promoting the Vanpool Program during the term of this agreement. Upon termination or expiration of this Agreement, Agency must remove all Contractor Materials from all public forums (e.g., websites, social media) and destroy all electronic and paper copies of the Contractor Materials. Agency agrees to indemnify and hold Contractor harmless from all losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees arising out of or related to the Agency Materials and/or Agency's use of the Contractor Marketing Materials.
- c) Vanpool Agreements and Eligibility Requirements. All vanpool drivers will be volunteers. Each vanpool driver must (a) sign a Volunteer Driver Agreement or a Vanpool Coordinator and Optional Driver Agreement, (b) authorize Enterprise, or its designee, to obtain records related to his/her driving history, and (c) meet certain minimum automobile insurance and continuing eligibility requirements as determined by Enterprise. In certain markets, Enterprise may require non-driving riders in a vanpool to execute a Rider Agreement as a condition of participation. Enterprise reserves the right to decline or terminate any vanpool driver who fails to comply with the requirements of the Vanpool Program or who fails to meet Enterprise's driver requirements.

- d) Vehicle Servicing & Maintenance. Enterprise will arrange for preventative maintenance and inspections of vanpool vehicles according to the manufacturer's requirements and maintain vanpool vehicles in a safe driving condition.
- e) The Parties expressly agree and acknowledge that this Agreement is not, and is not intended to be, a contract for the lease of a commuter vanpool vehicle or ridesharing vehicle, and by entering into this Agreement, the Agency is not, and is not intending to, own, lease, or rent any commuter vanpool vehicle or ridesharing vehicle.
- f) Reporting. Enterprise will provide the Agency with certain ridership or program data and reports to enable the Agency to comply with NTD Reporting requirements or any reporting required as condition of federal or state funds utilized in this project. Such ridership data shall be provided in the format prescribed by the Federal Transit Administration. Data for monthly reports shall be available no later than the twentieth (20th) calendar day following the month covered by such monthly reports. Data for annual reports shall be available no later than the sixtieth (60th) calendar day following the year covered by such annual reports.
- g) Funding Appropriation. The Agency agrees and covenants that to the extent permitted by law and regulation, it will use its best efforts to obtain the authorization and appropriation of funds necessary to meet its obligations and fund performance under this Agreement, including, without limitation, the inclusion of such funds in its budgeting. The Agency further agrees to apply funds that are appropriated for this Vanpool Program to the payment of its obligations under this agreement. In the event sufficient funds are not appropriated or cease to be appropriated for payments owed to Enterprise under this Agreement, the Agency shall notify Enterprise of such non-appropriation no later than seven (7) days after the Agency has knowledge that an appropriation will not be available. Enterprise shall have the right to terminate this Agreement immediately upon notice that funds are not available.

If Agency alters the funding source at any time during the term of the Agreement, Agency will notify Enterprise with a minimum of 60 days prior notice and discuss with Enterprise whether it will be able to comply with the applicable requirements due to the change in funding source, including any requirements of the Buy America Act and any existing public interest waiver. If Enterprise asserts that it will be able to comply with such requirements, the parties will negotiate in good faith bilateral written changes in the terms and conditions of this Agreement necessary to comply with applicable requirements and to expressly recognize the specific funding source in the Agreement. Enterprise shall be entitled to an equitable adjustment in the price, the time of performance or schedule, and other terms of this Agreement that are affected by the change in funding. If Enterprise is unable to comply with any applicable requirements of the changed funding source, then Enterprise shall be entitled to terminate this Agreement immediately.

- h) Guaranteed Ride Home.
Eligibility Requirements
 - Unexpected overtime
 - Illness
 - Family member illness

If participants in the vanpool program meet the eligibility requirements to use the GRH program, they can choose from any of the following options up to 4 x per year and \$100 per ride:

- Reimbursement for approved taxi, car service or transportation network company (e.g., Uber, Lyft, etc.)
- One-way or 24-hour rental through one of our local Enterprise branches.
 - o Rental rates:
 - One-way rental \$45.00
 - 24-hour rental \$45.00

Cost allocations between Pueblo Transit and Commute with Enterprise will be as follows:

- Pueblo Transit will reimburse Enterprise for the cost of the first two use instances per participant in the GRH program up to 2 x per year and up to \$100 each ride.
- Commute with Enterprise will cover the cost of the last two use instances per participant in the GRH program up to 2 x per year and up to \$100 each ride.

3. Pricing and Payment.

- a) Vanpool Pricing. Enterprise will establish a price for each vanpool group participating in the Vanpool Program based on, among other factors, estimated mileage, seating capacity, occupancy levels, and vehicle type. On a monthly basis, Enterprise will bill and collect from the vanpool group amounts owed plus amounts owed for fuel, tolls and other services, less any applicable subsidy paid to Enterprise.
- b) Financial Assistance. The Agency shall ensure that it funds amounts sufficient to pay Enterprise the amount of \$500 per month for each van in active service use in the Vanpool Program (the "Agency Financial Assistance"). In the event that a vanpool group terminates its participation in the Vanpool Program, the Agency Financial Assistance applicable to such vanpool group shall terminate effective as of the first day of the first full calendar month in which such vanpool group does not operate. The Agency shall pay, via check or wire transfer, or notify Enterprise of any disputes concerning invoices within thirty (30) days of the date the Agency receives such invoice. Invoices not disputed within such thirty-day period shall be deemed accepted and binding upon the Agency. In the event that the Agency fails to timely pay all or any portion of the Agency Financial Assistance, Enterprise reserves the right to bill and collect such unpaid amounts from the affected participants in the Vanpool Program. Agency's payment should include a detailed remittance. If Agency's payment of the Financial Assistance differs from the amount on the invoice, Agency will provide information detailing the application of the payment.

4. Performance.

- a) Agency Delay or Interruption. If the performance of all or any part of the work of this Agreement is delayed or interrupted by (1) an act of the Contracting Officer or other Agency personnel in the administration of this Agreement that is not expressly or impliedly authorized by this Agreement, or (2) a failure of the Contracting Officer or other Agency personnel to act within the time specified in this Agreement, or within a reasonable time if not specified, an adjustment shall be made for any increase in the cost of performance of this Agreement caused by the delay or interruption and the Agreement shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other term or condition of the Agreement affected by the delay or interruption.

- b) Excusable Delays and Force Majeure Enterprise shall not be liable for default if nonperformance is caused by an occurrence beyond the reasonable control of Enterprise and without its fault or negligence such as: acts of God or the public enemy; passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown; national or regional shortage of adequate power or telecommunications or transportation; fires; floods; earthquake or explosion; war, terrorism, invasion, riot or other civil unrest; epidemics; pandemics; quarantine restrictions; strikes, labor stoppages or slowdowns or other industrial disturbances; unusually severe weather; embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; and delays of common carriers. Enterprise may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more.

5. Compliance with Law. Each Party shall comply with all applicable federal and state laws and regulations. Enterprise shall be responsible for maintaining any license, permit, operating authority, insurance, or regulatory authorization required to perform the Services.

6. Substitution of Vehicles. Enterprise may replace vans used in the Vanpool Program at the sole discretion of Enterprise.

7. Personnel. Unless stated otherwise in this Agreement, Enterprise may at its sole discretion interview, select, hire, substitute, terminate, and make all employment-related decisions regarding Enterprise personnel performing the Services in the Statement of Work or related services.

8. Notices. All notices required under this Agreement must be in writing and addressed to the Points of Contact below (or to such other address or such other person that such Party may designate from time to time in accordance with this Section), with a copy to:

The Agency's authorized Point of Contact for this Agreement is:

Name: _____
Agency/Division: _____
Address: _____
Telephone: _____
E-mail: _____

Enterprise's authorized Point of Contact for this Agreement is:

Name: Jared Thompson
Entity/Division: Enterprise Leasing Company of Denver, LLC
Address: 6828 County Line Road
Highlands Ranch, CO 80126
Telephone: 720-875-9900
E-mail: jared.s.thompson@em.com

With a copy to:
Enterprise Holdings, Inc.
600 Corporate Park Drive
St. Louis, MO 63105
Attn: Commute corporate counsel

Notices will be deemed effective: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) on the next business day after delivery, if sent by a nationally recognized overnight courier, prepaid, delivery receipt requested; (iii) on the next business day after sending by E-mail, (in each case, with confirmation of transmission); and (iv) on the third business day after the date mailed by certified or registered U.S. mail, return receipt requested, postage prepaid.

9. Disputes. If the Agency fails to pay any undisputed amount when due or breaches any other term or condition of this Agreement, in addition to any other remedies Enterprise may have under this Agreement at law, Enterprise may initiate collection proceedings, subject to any notice of default and right to cure required by state law. To the extent not prohibited by applicable law, the Agency shall pay Enterprise's fees and expenses incurred in connection with the collection of any past due amounts, including reasonable attorney's fees and court costs.

10. Liability and Indemnification.

- a) The Agency shall not be liable to Enterprise for any amount owed to Enterprise by participants in the Vanpool Program.
- b) Each party hereby agrees to defend, indemnify and hold harmless the other party and its parent corporations, subsidiaries and affiliates and their respective directors, officers, employees and agents from and against any and all claims made by any third party (including, without limitation, any governmental or regulatory body, instrumentality, authority, agency or official) against any indemnified party (including any and all damages, losses, liabilities, costs and/or expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses) paid or incurred by such indemnified party in connection therewith) relating to or arising out of or in connection with (a) the negligent, wrongful, tortious or criminal acts or omissions of the indemnifying party or any of their respective directors, officers, employees and/or agents, (b) the use or operation of any vehicle by the indemnifying party or any of its parent corporations, subsidiaries or affiliates or any of their respective directors, officers, employees and/or agents and/or (c) any breach of this Agreement by the indemnifying party or any of their respective directors, officers, employees and/or agents. The indemnification obligations set forth herein shall survive termination of this Agreement.
- c) EXCEPT FOR A PARTY'S THIRD PARTY INDEMNITY OBLIGATION HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING

BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

11. Termination.

- a) Termination for Cause. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement. The non-breaching Party must provide the breaching Party with written notice of such breach and a minimum of 30 days to cure such breach prior to termination. If it is determined that the Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- a) Termination for Convenience. Either party may terminate this Agreement, without cause, upon no less than 180 days' prior written notice to the other Party.
- b) Renewal. Either Party may decline a Renewal Term by providing written notice of non-renewal to the other Party at least ninety (90) days prior to the last day of the Term.
- c) Obligations upon termination. The termination of this Agreement shall not relieve either Party of its obligations that accrued prior to the effective date of termination. Enterprise shall be paid for all services performed in accordance with the manner of performance set forth in the Agreement through the date of termination. Further, the rights and obligations of the Parties set forth in this Agreement that, by their nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

12. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.

13. Entire Agreement. This Agreement, together with any Attachment(s) hereto, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

14. Severability. If any term or other provision of this Agreement is deemed invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by E-mail or other comparable means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

16. Relationship of Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint consultant, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

17. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other party any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

18. Changes, Modifications, Amendments, and Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Assignment. Neither Party shall assign or otherwise transfer this Agreement, whether voluntarily, involuntarily, by operation of law or otherwise, without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Enterprise and shall have the right to delegate the performance of certain obligations and duties under this Agreement to one or more affiliates of Enterprise, if use of such Affiliate is required to fulfill the obligations of Enterprise hereunder. No delegation or other transfer will relieve the affected Party of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void.

20. Federally Required Clauses. The attached Appendix A is incorporated into this Agreement.

In WITNESS WHEREOF, the Parties have provided their respective signatures agreeing to that aforesaid terms and conditions, as of the Effective Date.

Enterprise Leasing Company of Denver, The City of Pueblo
LLC

By: _____

By: _____

Name: Jared Thompson

Name: _____

Title: Vice President and General Manager

Title: _____

Date: _____

Date: _____

VANPOOL PROGRAM AGREEMENT

APPENDIX A- FEDERAL REQUIREMENTS

Enterprise agrees to comply, to the extent applicable, with the following clauses incorporating by reference federal requirements, as they may be amended in subsequent statute or regulation. The requirements identified in this Appendix, do not apply to independent vanpool participants (i.e., individuals who are not employees or contractors of ENTERPRISE).

1. **Lobbying.** Enterprise agrees to comply, to the extent applicable, with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended, 49 C.F.R. Part 20, 2 C.F.R. § 200.450, and 2 C.F.R. Part 200, Appendix II, § (I), including the submission of any required certification(s) or disclosure(s). Enterprise shall include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, contractors, and subcontractors at every tier, including this requirement to flow down the clause.
2. **Civil Rights and Equal Opportunity Clause.**
 - a. The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, Enterprise shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
 - b. ***Nondiscrimination.*** In accordance with federal transit law at 49 U.S.C. § 5332, Enterprise agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), disability, age, sexual orientation, or parental status. In addition, Enterprise agrees to comply with applicable federal civil rights laws, implementing regulations, guidance, and other requirements FTA may issue as they may be subsequently amended.
 - c. ***Nondiscrimination on the Basis of Race, Color, Religion, National Origin, Sex (Including Gender Identity) and Sexual Orientation.*** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and federal transit laws at 49 U.S.C. § 5332, Enterprise agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Enterprise agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. In addition, Enterprise agrees to comply with any implementing requirements FTA may issue.

- d. ***Nondiscrimination on the Basis of Age.*** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. Part 90, and federal transit law at 49 U.S.C. § 5332, Enterprise agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Enterprise agrees to comply with any implementing requirements FTA may issue.
 - e. ***Nondiscrimination on the Basis of Disabilities.*** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and federal transit law at 49 U.S.C. § 5332, Enterprise agrees that it will not discriminate against individuals on the basis of disability. In addition, Enterprise agrees to comply with any implementing requirements FTA may issue.
 - f. ***Nondiscrimination on the Basis of Sex in Education Programs.*** In accordance with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.* and implementing federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25, Enterprise agrees that it will not discriminate on the basis of sex in any Education Programs or Activities receiving federal financial assistance.
 - g. Enterprise shall include the substance of this clause in all agreements or subcontracts with contractors, and subcontractors at every tier, including this requirement to flow down the clause.
3. **Clean Air and Water.** Enterprise agrees:
- a. It will not use any facilities listed on the U.S. EPA “List of Violating Facilities”;
 - b. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”.
 - c. It will report violations of use of prohibited facilities to FTA; and
 - d. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387).
 - e. It will include the substance of this clause in all agreements or subcontracts in excess of \$150,000 with subcontractors at every tier, including this requirement to flow down the clause.

4. **Procurement of Recovered Materials.** Enterprise agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with, to the extent applicable, Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962) and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. Part 247. Where the value of an EPA designated item exceeds \$10,000 and this clause is applicable, Enterprise shall include the substance of this clause in all agreements or subcontracts with subcontractors at every tier that includes the procurement of the EPA designated item, including this requirement to flow down the clause.
5. **Suspension and Debarment.**
 - a. Enterprise agrees that: (1) Enterprise will comply with and require that its subrecipients, contractors, and subcontractors comply with Subpart C of 2 C.F.R. Part 180, as supplemented by 2 C.F.R. Part 1200; and (2) pass the requirement to comply with Subpart C of 2 C.F.R. Part 180 to each entity with whom it enters into a covered transaction at the next lower tier, except as authorized by—
 - i. Executive Orders 12549 and 12689;
 - ii. 2 C.F.R. Part 180 and 2 C.F.R. § 200.213;
 - iii. U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200;
 - iv. Executive Order No. 12549, “Debarment and Suspension of Participants in Federal Programs,” February 18, 1986, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, “Debarment and Suspension,” August 16, 1989, 31 U.S.C. § 6101 note, and;
 - v. Other applicable federal laws, regulations, requirements, or guidance regarding participation with debarred or suspended recipients or third-party participants.
 - b. Enterprise will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by U.S. DOT regulations, 2 C.F.R. Part 1200.
6. **Bonus or Commission.** Enterprise affirms that it has not paid, and agrees that it will not pay, any bonus or commission to obtain federal assistance for any Project or related activities supported under the Agreement or Underlying Agreement.
7. **Trafficking in Persons.**
 - a. Enterprise agrees that it and its employees that participate on the Enterprise Vanpool Program at issue in the Agreement may not:
 - i. Engage in severe forms of trafficking in persons (as defined by 22 U.S.C. § 7102), during the period of time that the Agreement is in effect;

- ii. Procure a commercial sex act (as defined at 22 U.S.C. § 7102) during the period of time that the Agreement is in effect, or
 - iii. Use forced labor in the performance of the Agreement or subagreements thereunder.
- b. Enterprise agrees to comply and assures the compliance of each subrecipient, with federal requirements and guidance, including:
 - i. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and
 - ii. The terms of this section 4.g, which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. Part 175, per U.S. OMB's direction.
- c. Enterprise agrees to, and assures that each subrecipient or subcontractor will:
 - i. Provide Information. Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this clause; and
 - ii. Flow-down. Include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, contractors, and subcontractors at every tier, including this requirement to flow down the clause.

8. Record Retention. Enterprise will—

- a. Record Retention. Enterprise will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. Retention Period. Enterprise agrees to comply with the applicable record retention requirements in 2 C.F.R. § 200.333. Enterprise shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. Enterprise agrees to provide sufficient access to FTA and FTA's duly authorized representatives to inspect and audit Enterprise's directly pertinent records and information related to performance of this Agreement as reasonably may be required.
- d. Access to Sites of Performance. Enterprise agrees to permit CDOT and FTA and its contractors access to the sites of performance of this Agreement, and any Amendments thereto, as reasonably may be required.

- e. National Transit Database. Enterprise, to the extent applicable, agrees to report information relating to, and the condition of, its public transportation assets, as provided in FTA regulations, "Transit Asset Management; National Transit Database," 49 C.F.R. Parts 625 and 630.
9. **Disadvantaged Business Enterprise ("DBE")**. To the extent authorized and required by applicable federal laws, regulations, or requirements, Enterprise will facilitate participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" ("DBEs"), as follows:
- a. Enterprise shall not discriminate on the basis of race, color, religion, national origin, sex (including gender identity), disability, age, sexual orientation, or parental status in the award and performance of any FTA or U.S. DOT-assisted sub-agreement, third-party contract, and third-party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. Part 26.
 - b. Enterprise shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by ENTERPRISE to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.
 - c. Enterprise agrees to pay its subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment the Agency makes to Enterprise.
 - d. Enterprise agrees to make prompt and full payment of any retainage kept by Enterprise to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.
 - e. Enterprise agrees to make available to the Agency upon request a copy of all DBE subcontracts.
 - f. Enterprise agrees not to intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by 49 C.F.R. Part 26, or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 49 C.F.R. Part 26.
 - g. Enterprise agrees that it will use appropriate alternative dispute resolution mechanisms to resolve payment disputes and to flow this requirement down to its subcontractors.
 - h. Enterprise agrees to require any contractors, and subcontract that will award sub-agreements or subcontractors exceeding \$250,000 in a federal fiscal year to comply with the requirements of this Clause, including this requirement to flow down the clause.

10. **Awards Involving Commerce – Fair Labor Standards Act.** Enterprise agrees to comply with the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*, to the extent that the FLSA applies.

11. **No Federal Government Commitment or Liability to Third Parties.** Enterprise agrees that—

- a. The federal government does not and shall not have any commitment or liability related to this Agreement, to any third-party participant at any tier, or to any other person or entity that is not a party (FTA or the recipient) to the Underlying Agreement, and
- b. Notwithstanding that the federal government may have concurred in or approved any solicitation or third-party agreement at any tier that may affect this Agreement, the federal government does not and shall not have any commitment or liability to any third-party participant or other entity or person that is not a party (FTA or the recipient) to the Underlying Agreement.

12. **Safe Operation of Motor Vehicles.**

- a. Seat Belt Use. Pursuant to Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), ENTERPRISE is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Enterprise or Agency.
- b. Distracted Driving. Pursuant to (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, Enterprise is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Enterprise owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

13. **Charter Services.**

- a. Enterprise agrees that it will not provide charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:
 - i. Federal transit laws, specifically 49 U.S.C. § 5323(d);
 - ii. FTA regulations, “Charter Service,” 49 C.F.R. Part 604;
 - iii. Any other federal Charter Service regulations; or
 - iv. Federal guidance, except as FTA determines otherwise in writing.

- b. Enterprise agrees that it will include the substance of this clause in each subcontract that may involve operating public transit services.
- 14. **School Bus Operations.** Enterprise agrees that neither it nor any third-party Participant will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, “School Bus Operations,” 49 C.F.R. Part 605, and any other applicable federal “School Bus Operations” laws, regulations, requirements, or applicable federal guidance.
- 15. **Substance Abuse.** To the extent Enterprise is engaged in operations requiring compliance with 49 C.F.R. Part 655, Enterprise agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 665, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [NAME OF STATE], or TRANSIT AGENCY, to inspect the facilities and records associated with implementation of the required drug and alcohol testing program and to review the testing process. To the extent applicable, Enterprise agrees to certify annually its compliance with Part 665 before [INSERT DATE] and to submit the Management Information System reports before [INSERT DATE PRIOR TO MARCH 15] to [INSERT RESPONSIBLE AGENCY OFFICIAL AND TITLE]. To the extent applicable, Enterprise shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” published annually in the Federal Register, to certify compliance.
- 16. **Energy Conservation.** Enterprise agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 17. **Program Fraud Civil Remedies.**
 - a. Enterprise acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, Enterprise certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Enterprise further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Enterprise to the extent the federal government deems appropriate.
 - b. Enterprise also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the government reserves the right to impose the penalties of

18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Enterprise , to the extent the federal government deems appropriate.

- c. Enterprise agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

18. Buy America Act.

If applicable, Enterprise agrees to comply with Buy America Act, 49 U.S.C. § 5323(j), as implemented by 49 C.F.R. Part 661, or certain of the requirements of the FTA public interest waiver, or the Federal Highway Administration ("FHWA") Buy America Act, 23 U.S.C. § 313, as implemented by 23 C.F.R. § 635.410 subject to any existing waivers.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 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: AN ORDINANCE AMENDING SECTION 11-3-11 OF THE PUEBLO MUNICIPAL CODE REGARDING LIQUOR LICENSING APPLICATION FEES

SUMMARY:

This Ordinance adds additional sections to Pueblo Municipal Code section 11-3-11 to accommodate the collection of local licensing fees as set by Colorado Revised Statutes by the City Clerk.

PREVIOUS COUNCIL ACTION:

This section was enacted in 1973 and has not been modified since.

BACKGROUND:

State law authorizes specific local liquor license fees. In addition, there are fees for liquor licenses that are set by resolution as a Fee Schedule and are for general liquor license fees such as a renewal fee and a new license fee. The most recent modification of this was by Resolution 15731 done August 26, 2024, because the Lodging and Entertainment License was separated into two different licenses per state law. The fees contemplated in this ordinance are separate additional fees set by Colorado Revised Statutes. C.R.S. §44-3-505 sets the fee amount and it is currently used by municipalities across the state.

This ordinance will allow our Clerk to collect these fees, separate from those listed in Resolution 15731 and allow that amount to change when the Colorado Revised Statutes change without having to submit an update to the code. Local licensees pay both of these fees to City currently; there is no increase.

FINANCIAL IMPLICATIONS:

There are no additional costs to the City or licensee with respect to this Ordinance.

These fees are already collected by City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, fees will continue to be set by Resolution and need to be updated in parallel with the state.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. State Chart of current Local Licensing Fees

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 11-3-11 OF THE
PUEBLO MUNICIPAL CODE REGARDING LIQUOR LICENSING
APPLICATION FEES

WHEREAS, Certain local licensing fees are authorized by Colorado Revised Statutes §44-3-505, and

WHEREAS, City Charter Section 3-13 authorizes Council to set fees for licenses; NOW,
THEREFORE,

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

SECTION 1.

Section 11-3-11 to the Code is amended as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

Sec. 11-3-11. License applications.

(a) All applications for licenses and fees shall be filed with the City Clerk, on forms to be approved by the City Clerk, together with such other information and documents as may be required by the rules of the Liquor and Beer Licensing Board. The City Clerk, **or their designee**, shall act as Secretary to the Liquor and Beer Licensing Board.

(b) **All applications shall not be complete until all fees are paid including those payable to the State Department of Revenue, required by City for applications and permits as set by resolution payable to City Clerk, and local applications fees as described in subsection (c) of this section.**

(c) **All application fees shall be payable, at the time of filing, to City Clerk and shall equal the maximum local application fee established by the Colorado Department of Revenue Enforcement Division – Liquor and Tobacco for the specific type of application.**

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City, 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.

The officers and staff of the City are authorized to perform all acts consistent with the intent of this Ordinance to effectuate the transaction described herein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

Liquor Enforcement Division Fee Schedule

Application Fees

	Local Fee	State Fee
Application Fee	up to \$1000.00	\$1,100.00
Application Fee with Concurrent Review	up to \$1000.00	\$1,200.00
Application Fee Transfer of Ownership	\$750.00	\$1,100.00
Application Fee Additional Liquor-Licensed Drugstore	up to \$1000.00	\$1,100.00
Application Fee Additional Liquor-Licensed Drugstore with Concurrent Review	up to \$1000.00	\$1,200.00
Application Fee Manager Permit	N/A	\$100.00
Application Late Renewal Fee (Not more than 90-days of license expiration date)	\$500.00	\$500.00
Application Reissue Fee (More than 90-days but less than 180-days of license expiration date)	\$500.00	\$500.00
Application Reissue Fine (More than 90-days but less than 180-days of license expiration date)	\$25.00 a day beyond 90-day expiration date	\$25.00 a day beyond 90-day expiration date
Annual Renewal Application Fee	\$100.00	\$50.00
Annual Art Gallery Fee	\$100.00	\$0.00

Retail License Fees

	Local Fee City	State Fee City	Local Fee County	State Fee County
Art	\$41.25	\$308.75	\$41.25	\$308.75
Beer & Wine	\$48.75	\$351.25	\$63.75	\$436.25
Brew Pub	\$75.00	\$750.00	\$75.00	\$750.00
Club	\$41.25	\$308.75	\$41.25	\$308.75
Distillery Pub	\$75.00	\$750.00	\$75.00	\$750.00
Hotel & Restaurant	\$75.00	\$500.00	\$75.00	\$500.00
Hotel Restaurant with one Optional Premises	\$75.00	\$600.00	\$75.00	\$600.00
Each Additional OP License		\$100.00		\$100.00
Resort Complex	\$75.00	\$500.00	\$75.00	\$500.00
Campus Liquor Complex	\$75.00	\$500.00	\$75.00	\$500.00
Related Facility – Resort Complex	\$15.00	\$160.00	\$15.00	\$160.00
Related Facility – Campus Liquor Complex	\$15.00	\$160.00	\$15.00	\$160.00
Liquor-Licensed Drugstore	\$22.50	\$227.50	\$37.50	\$312.50
Lodging & Entertainment	\$75.00	\$500.00	\$75.00	\$500.00
Optional Premises	\$75.00	\$500.00	\$75.00	\$500.00
Racetrack	\$75.00	\$500.00	\$75.00	\$500.00
Retail Gaming Tavern	\$75.00	\$500.00	\$75.00	\$500.00
Retail Liquor Store	\$22.50	\$227.50	\$37.50	\$312.50
Tavern	\$75.00	\$500.00	\$75.00	\$500.00
Vintner's Restaurant	\$75.00	\$750.00	\$75.00	\$750.00
Fermented Malt Beverage On Premises	\$3.75	\$96.25	\$7.50	\$117.50
Fermented Malt Beverage Off Premises	\$3.75	\$96.25	\$7.50	\$117.50
Fermented Malt Beverage On/Off Premises	\$3.75	\$96.25	\$7.50	\$117.50

Local and State Issued Permit Fees

	Local Fee City	Local Fee County	State Fee
Art Gallery Permit	\$3.75	\$3.75	\$71.25
Bed & Breakfast Permit	\$3.75	\$3.75	\$71.25
Each Resort-Complex-Related Facility Permit	\$15.00	\$15.00	\$160.00
Special Event Permit			
Malt, Vinous and Spirituous Liquor	\$100.00	\$100.00	\$25.00 Per Day
Fermented Malt Beverage (3.2% Beer)	\$100.00	\$100.00	\$10.00 Per Day
Mini Bar Permit with Hotel Restaurant License	\$48.75	\$48.75	\$276.25

State License Fees

	Fee
Limited Winery License	\$70.00
Manufacturer's License (Distillery or Rectifier)	
On or after August 10, 2016, and before August 10, 2017	\$675.00
On or after August 10, 2017	\$300.00
Manufacturer's License (Brewery)	\$300.00
Manufacturer's License (Winery)	\$300.00
Nonresident Manufacturer's License (Malt Liquor)	\$300.00
Importer License	\$300.00
Wholesaler's Liquor License	
On or after August 10, 2016, and before August 10, 2017	\$800.00
On or after August 10, 2017	\$550.00
Wholesaler's Beer License	\$550.00
Public Transportation (dining, club or parlor car; plane; bus or other vehicle)	\$75.00

Additional Fees

	Local Fee	State Fee
Alternating Proprietor Licensed Premises	N/A	\$150.00
Change of Location	Not to exceed \$750.00	\$150.00
Change of Trade Name/Corporate Name	N/A	\$50.00
Corporate/LLC Change (Per Person)	\$100.00	\$100.00**
Duplicate License	N/A	\$50.00
Add Optional Premises to Hotel & Restaurant License	N/A	\$100.00
Limited Liability Change	N/A	\$100.00
Manager Registration (Hotel & Restaurant; Tavern; Lodging & Entertainment; Campus Liquor Complex)	\$75.00	\$75.00
Master File Background	N/A	\$250.00
Master File Location Fee (Per Location)	N/A	\$25.00
Modification of Premises	N/A	\$150.00
Sole Source Registration	N/A	\$100.00

State Only Issued Permits

	Fee
Winery Direct Shipper Permit	\$100.00
Wine Packaging Permit	\$200.00
Wine Festival Permit	\$25.00
Branch Warehouse or Warehouse Storage Permit	\$100.00
Retail Warehouse Storage Permit	\$100.00
Manager Permit Registration (Liquor-Licensed Drugstore)	\$100.00
Non-Contiguous Location (Winery/Limited Winery) Application	\$125.00
Non-Contiguous Location (Winery/Limited Winery) Renewal	\$100.00
Takeout and Delivery Permit Application	\$11.00
Takeout and Delivery Permit Renewal	\$11.00

**** The State Fee of \$100 only pertains to state-only issued licenses and does not apply to licenses issued by local licensing authorities**



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 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 A USE PERMIT AND RENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE FAIR AUTHORITY, A SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a use permit and rental agreement for the use of facilities at the Colorado State Fairgrounds in support of a community clean up event scheduled to be held on October 26, 2024.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo will be executing a City-wide clean up event to be held on October 26, 2024, at the Colorado State Fairgrounds for the benefit of City of Pueblo residents. The Colorado State Fair has requested the City enter into a use permit and rental agreement for use of the facility to host the event. All fees associated with the use of the facility have been waived under the terms of the agreement.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City of Pueblo will not be able to host the cleanup event as planned at the State Fairgrounds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CITY OF PUEBLO CLEAN UP (241026)

ORDINANCE NO.

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

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

SECTION 1.

The Use Permit and Rental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado State Fair Authority, a subdivision of the State of Colorado, a copy of which is attached hereto "Agreement", having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

USE PERMIT & RENTAL CONTRACT

This agreement made and entered into this _____ day of _____, 2024 and between the Colorado State Authority, hereinafter known as the AUTHORITY, and

ORGANIZATION / EVENT NAME: CITY OF PUEBLO / PUEBLO TEAM UP TO CLEAN UP

CONTACT: ANDREW HAYES, DIRECTOR OF PUBLIC WORKS

ADDRESS: 211 E. D STREET

CITY: PUEBLO STATE: CO ZIP: 81003

PHONE: 719-553-2267 (office) / 719-252-4874 (cell) EMAIL: ahayes@pueblo.us

hereinafter known as the USER or CONTRACTOR

WHEREAS, the AUTHORITY agrees to rent the USER, where is, as is, CARNIVAL LOT (known hereinafter as the PREMISES) located on the Colorado State Fairgrounds for the purpose of **COMMUNITY CLEAN UP** (The "Event").

The AUTHORITY grants User the use and occupancy of the Premises for the following RENTAL PERIOD:

Date(s) of Event: SATURDAY, OCTOBER 26, 2024

Time of Event: 8:00 AM TO 3:00 PM

Authorized MOVE IN period: 8:00 AM to 7:00 PM on FRIDAY, OCTOBER 25, 2024

Move-Out Period: BY 5:00 PM MONDAY, OCTOBER 28, 2024

Authorized Occupancy: USER shall have access to the Premises on dates and times listed above only. Authorized occupancy on event day(s) only shall be 07:00 AM to 11:59 PM. The Rental Period shall not be extended for any purpose without the written permission of the AUTHORITY's General Manager. User agrees to pay for any additional period of time in excess of the Rental Period.

Now, therefore, in consideration of rental price as follows:

RENTAL FEE: WAIVED - INCLUDES RENTAL PERIOD ABOVE.

DAMAGE DEPOSIT: WAIVED

ADDITIONAL MOVE-IN/MOVE-OUT FEES: WAIVED

SET-UP/CLEAN-UP FEE: WAIVED - CUSTOMER TO PERFORM SET UP & CLEAN UP.

ADJUSTABLE CHARGES: USER is responsible for setup of tables and chairs unless noted above. Additional tables and chairs may be rented from the AUTHORITY should building capacity allow. Additional equipment fees are \$6.00 per table and \$1.00 per chair. Setup/clean up fees of no less than \$350 per occurrence will be charged if AUTHORITY is required to perform setup and/or cleanup.

SECURITY: USER is required to use State AUTHORITY Security at a rate of up to \$27.00 per guard per hour and up to \$35.50 per uniformed police officer per hour. Number of security guards and/or uniformed police will be determined by security director and AUTHORITY Management.

FOOD & BEVERAGE: Alcoholic Beverages may be **served** during your event; however, the SALE of alcoholic beverages is prohibited. There is no restriction on food service or catering during your event; however, the SALE of food or beverage is prohibited without approval from the AUTHORITY. THE SALE OF ANY FOOD OR BEVERAGE IS STRICTLY PROHIBITED FOR ALL PRIVATE EVENTS.

This signed contract is due back to the AUTHORITY in ten (10) days with first payment to hold building. The USER will notify AUTHORITY fourteen (14) days in advance of event set-up.

The USER agrees to make payments and final settlement as follows: \$0.00 due with signed contract. Remaining rental fees, and all estimated Adjustable Charges: Security, additional table and chair rental fees, set-up/clean up, additional move in/out fees, and any other anticipated charges are due no less than fourteen (14) days prior to event. An additional \$0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

AUTHORITY will charge and USER agrees to pay one and one-half percent (1.5%) per month interest on any unpaid balance after settlement date

TERMS OF USE

The AUTHORITY and USER hereby agree, to wit (USER TO READ & INITIAL EACH TERM)

____1) PAYMENT: All base payments, estimated adjustable charges and refundable damage deposit payments are due fourteen days prior to above stated event. Percentage and additional adjustable charge payments, if applicable, are due and payable immediately following said event. An additional \$0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

____2) AGREEMENT TERMINATION: the AUTHORITY reserves the right to terminate this agreement at any time, with cause upon giving written notice thereof.

____3) DATE RESERVATIONS AND CANCELLATIONS: the AUTHORITY will not guarantee availability of buildings/facilities nor hold date for those who have not submitted a non-refundable down payment. This non-refundable down payment shall be applied to payment due for rental of buildings/facilities if the event is held. Should USER cancel scheduled event at any time, a payment of \$0.00 shall be forfeited as an office charge.

____4) CURFEW: ALL events are to be concluded and buildings/facilities cleared per the Authorized Rental/Occupancy period above. OUTDOOR events are subject to curfew times established at the option and discretion of the AUTHORITY prior to each individual event. Security will be required for all events concluding after 9:00PM.

____5) PARKING: USER understands and agrees that parking on the fairgrounds is shared with other USERS and no exclusive rights are granted. The AUTHORITY reserves the right to restrict or designate parking and/or traffic patterns on the fairgrounds for the safety of patrons. The AUTHORITY reserves the right to charge for parking at their discretion. The AUTHORITY shall retain all parking revenue.

____6) SECURITY: USER agrees to pay for adequate security officers as directed by the AUTHORITY Manager and Security Director at above stated event.

____7) ALCOHOLIC BEVERAGES: Any use of alcoholic beverages on the Colorado State Fairgrounds is subject to the AUTHORITY approval and notification to State of Colorado, Department of Revenue, and Liquor Enforcement. The SALE of alcoholic beverages is prohibited without a valid liquor license and Food/Beverage contract with the AUTHORITY.

____8) RESTROOM FACILITIES: Restroom facilities and supplies will be made available to USER by the AUTHORITY. USER, if required, will furnish restroom attendants.

____9) INSTALLATIONS/DECORATIONS: USER is hereby granted permission to install at USER'S expense such items as displays, exhibits, decorations, etc, but will not be permitted to move or change any permanent fixtures attached to and a part of the building/facility, or to nail or tack any materials to the walls or ceilings of said buildings/facilities. USER further agrees to refrain from marring or defacing said building/facilities in any form whatsoever, and return premises in same condition as when received, ordinary wear and tear accepted. USER also agrees not to put tape on floors (painters tape or electrical tape may be used but must be removed after event). USE OF GLITTER, CONFETTI AND FOG MACHINES IS STRICTLY PROHIBITED; use of these items will result in forfeiture of damage deposit and/or additional fees.

____10) REMOVAL OF EXHIBITS: USER agrees to pay the AUTHORITY (at current storage rate) for any material or merchandise left in buildings or on the premises after Authorized Rental/Occupancy period the AUTHORITY shall not be responsible for loss or damage to any merchandise or materials left on premises after event. USER also agrees to remove all signs, banners, and any other promotional material or advertisements immediately upon completion of the event. Should the AUTHORITY have to remove any of the above stated materials, the damage deposit will be retained as a clean-up/storage fee.

____11) CLEANING: USER agrees to remove USER'S exhibits, displays, decorations, and all garbage, debris, etc., no later than 11:59 p.m. on the final day of the Rental Period. USER further agrees to return premises in same condition as when received, ordinary wear and tear accepted. All garbage must be removed from building and deposited in appropriate collection containers. The AUTHORITY agrees to remove all refuse and recycling from outside collection containers. Should USER fail to remove garbage, displays or decorations and fail to leave the building in an acceptably clean state, the damage deposit will be retained by the AUTHORITY as a clean-up fee and additional charges may apply.

____12) ELECTRICAL POWER: Building/Facilities are rented where is, as is, with normal amount of electrical power, equipment, appliances, etc. Abnormal usage of power shall be paid by USER. No cutting into electrical lines is permitted. USER agrees to request any special electrical requirements for said event not later than two (2) weeks in advance of said event. The AUTHORITY will be sole judge of determining the availability and/or overload of electrical services and shall exercise the right to control the same.

____13) LIABILITY: To the extent permitted by law, the USER hereby agrees to indemnify, save, defend and hold harmless the Colorado State Fair Authority, its officers, agents, servants and employees from any and all claims, causes of action, and suits accruing or resulting from damage, injury or loss to any person or persons or personal property, including all persons to whom the USER may be liable under any workmen's compensation laws, and the USER himself, and from any loss, damage, cause of action, claims, or suits for damage, including but not limited to loss of property, goods, wares, merchandise, or livestock, caused by, arising out of, or in any way connected with the exercise USER'S privileges herein.

____14) INSURANCE/GIA: Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10- 101, et seq., C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the GIA, as applicable now or hereafter amended.

____15) LESSOR LIABILITY EXPOSURE. Notwithstanding any other provision of this lease to the contrary, no term or condition of this lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S., as now or hereafter amended and §24-30-1501, et seq., C.R.S., as now or hereafter amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor to the above cited laws.

16) INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

____17) COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

____18) CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

____19) BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

USER/Contractor: <u>City of Pueblo, a Colorado municipal corporation</u> Legal Name of Contracting Entity _____ Signature of Authorized Officer* <u>Heather Graham, Mayor</u> Printed Name & Title of Authorized Officer _____ Date <u>84-6000615</u> _____ FEIN	State of Colorado: Colorado State Fair Authority 1001 Beulah Ave. Pueblo, CO 81004 719.561.8484 _____ Scott Stoller, General Manager _____ Date
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In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Lea Cassidy, Controller Delegate

Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 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 TRANSFERRING \$503,915.07 FROM WW9999 TO WWAN03, FOR PROJECT NO. 20-059 (WWAN03) 2021-2023 SANITARY SEWER POINT REPAIR - 250 WILLIAM WHITE BLVD PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

SUMMARY:

Attached is an Ordinance transferring \$503,915.07 from WW9999 to WWAN03 for Project No. 20-059 (WWAN03) 2021-2023 Sanitary Sewer Point Repair - 250 William White Blvd Project. This project repaired the broken force main pipe segment and performed additional work required to protect public health and safety and the environment on the north and south sides of Highway 96.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

On March 27, 2024, the Wastewater Department discovered a leakage in the force main near 250 William White Boulevard. After an extensive site investigation, the Wastewater Department discovered wastewater ponding in swale along the east side of the Holcim and Agra and on the north and south sides of Highway 96. In order to protect public health and safety and the environment, an emergency repair was necessary to repair the broken pipe segment, perform additional work required to mitigate wastewater ponding in swale along the east side of the Holcim and Agra and on north and south sides of Highway 96, remove and replace contaminated soil, place erosion and sediment control, remove contaminated road base and import new material and regrade swales to flow properly.

FINANCIAL IMPLICATIONS:

The funds in the amount of \$503,915.07 are being transferred from Project WW9999 to WWAN03.

The cost of the sanitary sewer emergency point repair was initially estimated at \$5,500.00, but due to the additional work performed, the final cost of the repair amounted to \$503,915.07. Funds are available and will be paid from the Sewer User Funds which have been budgeted and appropriated to Project No. 20-059 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

None

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. 09-09-24 20-059 250 William White Blvd Emergency Point Repair Attachment

ORDINANCE NO.

AN ORDINANCE TRANSFERRING \$503,915.07 FROM WW9999 TO WWAN03, FOR PROJECT NO. 20-059 (WWAN03) 2021-2023 SANITARY SEWER POINT REPAIR - 250 WILLIAM WHITE BLVD PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

WHEREAS, the repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which three contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the lowest bidder, but could not perform the work.

WHEREAS, Miller Pipeline, LLC (previously known as K.R. Swerdfeger Construction, Inc) of Pueblo, Colorado was the next low bidder and accepted to perform Project No. 20-059 (WWAN03) 2021-2023 Sanitary Sewer Point Repair – 250 William White Blvd; NOW, THEREFORE,

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

SECTION 1.

Funds in the amount of \$503,915.07 are hereby transferred from account Project WW9999 into account Project WWAN03, 2021-2023 Sanitary Sewer Point Repair – 250 William White Blvd Project, and budgeted and appropriated for project WWAN03.

SECTION 2.

City Council authorizes Project No. 20-059 (WWAN03) 2021-2023 Sanitary Sewer Point Repair – 250 William White Blvd Project, to be performed, and the contract for said project is hereby awarded to said bidder in the amount of \$503,915.07.

SECTION 3.

Funds in the amount of \$503,915.07 will be paid from the Sewer User Funds for Project No. 20-059 (WWAN03).

SECTION 4.

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

SECTION 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 contract to implement the transactions described therein.

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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

**AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT**

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of August 21, 2024, by and between the City of Pueblo, a Municipal Corporation ("City") and Miller Pipeline, LLC, an Indiana Limited Liability Company authorized to do business in the State of Colorado ("Contractor").

WHEREAS, City and K.R. Swerdfeger Construction, LLC ("KRS"), entered into that certain construction contract dated March 27, 2024, for Bid 20-059 (WWAN03) 2021-2023 Sanitary Sewer Point Repair – 250 William White Blvd. (the "Construction Agreement"); and

WHEREAS, Contractor is the assignee of the rights and obligations of KRS under the Construction Agreement.

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

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

1. The Additional Work Order Authorization and Invoice attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement and the Request for Quotation set forth at Article 1.B of the Construction Agreement are amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in the Exhibit 1. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment, including but not limited to furnishing a payment and performance bond in the amount of \$503,915.07 on or before August 21, 2024, in compliance with Section 3.124 of the Construction Agreement.
2. Except as expressly modified by this Amendment, the Construction Agreement shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the Construction Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Construction Agreement as it existed prior to this Amendment.
3. This Amendment and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

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

MILLER PIPELINE, LLC

By _____
Raymond Swerdfeger, Vice President

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By _____
Naomi Hedden, Director of Purchasing

ATTEST:

Marisa Stoller, City Clerk

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

Danny Nunn, Interim Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW:

Robert P. Jagger, Deputy City Attorney

EXHIBIT 1

Additional Work Order Authorization and Invoice (34 Pages)

AN ARTERA COMPANY

**421 E. Industrial Blvd.
Pueblo West, Colorado 81007
Phone: (719) 547-0242
Fax: (719) 547-9297**

JOB NO: 24090-07

DATE: 7/29/2024

JOB NAME: 2021 and 2023 Sanitary
Point Repair - 250
William White Blvd

TO: **City of Pueblo**

230 S. Mechanic St

PURCHASE ORDER: 20-059 (WWAN03)

WORK ORDER:

Pueblo, CO 81003

JOB LOCATION: Pueblo, CO

TERMS : Net 30 Days

[illegible]



AN ARTERA COMPANY

Work Order Authorization

Project 250 William White Blvd

Date

Thru Week ending 07/21/2024

Description:

Labor:

Date	Name	Classification	Reg Hrs	Rate	Subtotal	O.T. Hrs	Rate	Subtotal	Total
	Clint Eaks	Superintendent	200	\$95.39	\$19,078.00	0	\$128.75	\$0.00	\$19,078.00
	Monte Marchand	Superintendent	24	\$95.39	\$2,289.36	0	\$128.75	\$0.00	\$2,289.36
	Juan Martinez	Superintendent	117	\$95.39	\$11,160.63	0	\$128.75	\$0.00	\$11,160.63
	Andres Lopez	Foreman	227	\$93.48	\$21,219.96	100.5	\$126.04	\$12,667.02	\$33,886.98
	Marcus Martinez	Foreman	111	\$93.48	\$10,376.28	6	\$126.04	\$756.24	\$11,132.52
	GB McHenry	Foreman	0	\$93.48	\$0.00	4	\$126.04	\$504.16	\$504.16
	Alton McKinney-Cruz	Foreman	0	\$93.48	\$0.00	17	\$126.04	\$2,142.68	\$2,142.68
	Garrett Eaks	Operator	35	\$85.89	\$3,006.15	6	\$115.17	\$691.02	\$3,697.17
	Javier Garcia	Operator	45	\$85.89	\$3,865.05	13.5	\$115.17	\$1,554.80	\$5,419.85
	Wayne Hammel	Operator	10	\$85.89	\$858.90	4.5	\$115.17	\$518.27	\$1,377.17
	Clifford Horn	Operator	10	\$85.89	\$858.90	3	\$115.17	\$345.51	\$1,204.41
	Luis Martinez-Balderamo	Operator	227	\$85.89	\$19,497.03	69	\$115.17	\$7,946.73	\$27,443.76
	Paul Martinez	Operator	227	\$85.89	\$19,497.03	74	\$115.17	\$8,522.58	\$28,019.61
	Robert Neff	Operator	11	\$85.89	\$944.79	2	\$115.17	\$230.34	\$1,175.13
	Raymond Rogan	Operator	0	\$85.89	\$0.00	8	\$115.17	\$921.36	\$921.36
	Michael Willhoite	Operator	123	\$85.89	\$10,564.47	23	\$115.17	\$2,648.91	\$13,213.38
	Collin Kita	Laborer	7	\$62.12	\$434.84	0	\$84.12	\$0.00	\$434.84
	Victor Claro Mendoza	Laborer	233	\$62.12	\$14,473.96	47	\$84.12	\$3,953.64	\$18,427.60
	Estevan Encina	Laborer	115	\$62.12	\$7,143.80	31	\$84.12	\$2,607.72	\$9,751.52
	Ronald Gleason Johnson	Laborer	7	\$62.12	\$434.84	0	\$84.12	\$0.00	\$434.84
	Daniel Flores	Laborer	53	\$62.12	\$3,292.36	22.5	\$84.12	\$1,892.70	\$5,185.06
	Carl Giarratano	Laborer	25	\$62.12	\$1,553.00	0	\$84.12	\$0.00	\$1,553.00
	James Griffin	Laborer	10	\$62.12	\$621.20	3	\$84.12	\$252.36	\$873.56
	Hector Hurtado	Laborer	41.5	\$62.12	\$2,577.98	9	\$84.12	\$757.08	\$3,335.06
	Kyle Knott	Laborer	6	\$62.12	\$372.72	0	\$84.12	\$0.00	\$372.72
	Francisco Padilla	Laborer	5	\$62.12	\$310.60	2	\$84.12	\$168.24	\$478.84
	Chris Clausen	Truck Driver	21	\$85.89	\$1,803.69	0.5	\$115.17	\$57.59	\$1,861.28

Labor Subtotal

\$205,374.48

Equipment:

	Name	Hrs	Rate	Total
419	KOMATSU 300LC EXCAVATOR	160	\$109.98	\$17,596.80
499	CAT 330BL W/THUMB	160	\$109.98	\$17,596.80
644	JD 644H LOADER	160	\$97.37	\$15,579.20
804	CAT 140H BLADE	160	\$92.86	\$14,857.60
LD1	JD 644H LOADER	80	\$97.37	\$7,789.60
LD2	JD 744J LOADER	120	\$125.19	\$15,022.80
LD3	CAT 950K WHEEL LOADER	160	\$97.37	\$15,579.20
TN7	LM42 TRENCHER	4	\$48.12	\$192.48
1225	EQUIPMENT TRAILER	64	\$15.58	\$997.12
9064	A LOPEZ/CHEVY 3500	204.5	\$20.47	\$4,186.12
BH41	JD 310L BACKHOE	16	\$40.92	\$654.72
EX46	CAT 315FL TC EXCAVATOR	128	\$81.38	\$10,416.64
EX38	BOBCAT E26 EXCAVATOR	4	\$41.62	\$166.48
EX68	HITACHI ZX85 EXCAVATOR	40	\$55.04	\$2,201.60
PK56	K KNOTT/TACOMA	6	\$15.25	\$91.50
PK82	RON GLEASON/CHEVY 2500	33	\$14.75	\$486.75
PK95	GB MCHENRY/FORD F250	4	\$15.25	\$61.00
PKR9	CLINT EAKS	200	\$14.75	\$2,950.00
SS13	279D CAT SKIDSTEER	40	\$36.28	\$1,451.20
SS14	246D SKIDSTEER	16	\$36.28	\$580.48
SS26	JD 320G SKIDSTEER	4	\$36.28	\$145.12
SS21	236D3 SKIDSTEER	40	\$36.28	\$1,451.20
806	JD MOTORGRADER	4	\$92.86	\$371.44
TK48	KENWORTH T800B/APPO	55	\$62.85	\$3,456.75
TK63	CHEVY 3500	69	\$20.47	\$1,412.43

TR55	SIDE DUMP TRAILER	84	\$37.84	\$3,178.56
PK109	M MARTINEZ/CHEVY 2500	117	\$14.75	\$1,725.75
PK110	G EAKS/CHEVY 2500	8	\$14.75	\$118.00
PK111	J MARTINEZ/CHEVY 2500	121	\$14.75	\$1,784.75
PK113	CARL/CHEVY	25	\$15.25	\$381.25
PK125	J ORTIZ/CHEVY 2500H	16	\$14.75	\$236.00
9063	CHEVY 3500	8	\$20.47	\$163.76
TK220	G EAKS/FORD F350	2	\$20.47	\$40.94
TK100	Tractor Truck	84	\$72.19	\$6,063.96
TK102	Tractor Truck	4	\$62.85	\$251.40
TK108	A LOPEZ CREW/CHEVY	228	\$20.47	\$4,667.16
TK158	VAC TRUCK	8	\$217.48	\$1,739.84
TK171	2000 GALLON WATER TRAILER	64	\$47.62	\$3,047.68
TK203	Tractor Truck	23	\$62.85	\$1,445.55
TK210	D FLORES/CHEVY 3500	9	\$20.47	\$184.23
TK216	Tandem Dump	124	\$38.92	\$4,826.08
TK217	Tandem Dump	96	\$38.92	\$3,736.32
TR100	FELLING TRAILER	19	\$15.58	\$296.02
TR101	Lowboy Trailer	4	\$37.84	\$151.36
TR116	PJ CARHAULER TRAILER	12	\$15.58	\$186.96
TR203	Lowboy Trailer	23	\$37.84	\$870.32
TR224	BELSHE TRAILER	6	\$12.44	\$74.64
211475	JD 35G EXCAVATOR	24	\$41.63	\$999.12
394469	VAC TRAILER	8	\$35.88	\$287.04

Equipment Subtotal \$171,751.72

Labor & Equipment Subtotal \$377,126.19

Materials, Subs & Other

Date	Description	Quantity	Unit Price	Subtotal	Mark Up	Subtotal	Total
	Core & Main	1 LS	\$1,189.86	\$1,189.86	15.00%	\$178.48	\$1,368.34
	Core & Main	1 LS	\$174.93	\$174.93	15.00%	\$26.24	\$201.17
	Core & Main	1 LS	\$197.41	\$197.41	15.00%	\$29.61	\$227.02
	Core & Main	1 LS	\$155.58	\$155.58	15.00%	\$23.34	\$178.92
	Core & Main	1 LS	\$3,384.39	\$3,384.39	15.00%	\$507.66	\$3,892.05
	Colorado Backhoe Service	1 LS	\$750.00	\$750.00	15.00%	\$112.50	\$862.50
	Colorado Backhoe Service	1 LS	\$79.42	\$79.42	15.00%	\$11.91	\$91.33
	Colorado Backhoe Service	1 LS	\$1,934.04	\$1,934.04	15.00%	\$290.11	\$2,224.15
	Colorado Backhoe Service	1 LS	\$28,013.12	\$28,013.12	15.00%	\$4,201.97	\$32,215.09
	Colorado Backhoe Service	1 LS	\$277.54	\$277.54	15.00%	\$41.63	\$319.17
	Colo Springs Winwater	1 LS	\$2,382.08	\$2,382.08	15.00%	\$357.31	\$2,739.39
	ERA	1 LS	\$11,972.50	\$11,972.50	15.00%	\$1,795.88	\$13,768.38
	Hanson	1 LS	\$4,197.50	\$4,197.50	15.00%	\$629.63	\$4,827.13
	Hanson	1 LS	\$16,657.50	\$16,657.50	15.00%	\$2,498.63	\$19,156.13
	KBJ	1 LS	\$9,110.00	\$9,110.00	15.00%	\$1,366.50	\$10,476.50
	Paragon	1 LS	\$3,622.50	\$3,622.50	15.00%	\$543.38	\$4,165.88
	R&M	1 LS	\$10,948.75	\$10,948.75	15.00%	\$1,642.31	\$12,591.06
	Road Side	1 LS	\$796.91	\$796.91	15.00%	\$119.54	\$916.45
	Road Side	1 LS	\$219.51	\$219.51	15.00%	\$32.93	\$252.44
	Road Side	1 LS	\$2,711.48	\$2,711.48	15.00%	\$406.72	\$3,118.20
	Susie Eaks	1 LS	\$2,400.00	\$2,400.00	15.00%	\$360.00	\$2,760.00
	United Site Services	1 LS	\$171.75	\$171.75	15.00%	\$25.76	\$197.51
	United Site Services	1 LS	\$312.53	\$312.53	15.00%	\$46.88	\$359.41
	United Site Services	1 LS	\$12.15	\$12.15	15.00%	\$1.82	\$13.97
	United Site Services	1 LS	\$319.51	\$319.51	15.00%	\$47.93	\$367.44
	Wagner Rents	1 LS	\$1,883.98	\$1,883.98	15.00%	\$282.60	\$2,166.58
	Work Zone	1 LS	\$625.00	\$625.00	15.00%	\$93.75	\$718.75
	P&P Bonds	1 LS	\$6,299.00	\$6,299.00	5.00%	\$314.95	\$6,613.95

Material Subtotal \$126,788.88

Grand Total **\$503,915.07**

Grand Total **\$503,915.07**



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # U635589
Invoice Date 4/26/24
Account # 102504
Sales Rep STEVE LEMKE
Phone # 719-566-0802
Branch #220 Pueblo, CO
Total Amount Due \$3,384.39

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

MILLER PIPELINE, LLC
421 E INDUSTRIAL BLVD
PUEBLO CO 81007-1415

Shipped To:
CUSTOMER PICK-UP

CUSTOMER JOB- 21069 STS PT REPAIRS FORCE MAIN SEWE

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
3/29/24	4/25/24	24090-EX07	STS PT REPAIRS	21069		WILL CALL	U635589

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
021418W	14 PVC C900 DR18 PIPE (G) 20' PC235	20	20		54.00000	FT	1,080.00
21I14S115T	14 MJ L/P SLV C153 IMP	2	2		550.00000	EA	1,100.00
21AMF714MLA	14 MEGALUG ACC KIT L/GLAND	4	4		50.00000	EA	200.00
21AMF8144014	14 STARGRIP PVC 4014 REST IMP L/ACC PVC4014GN	4	4		219.34000	EA	877.36

Freight	Delivery	Handling	Restock	Misc
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Terms: NET 30
Ordered By: JUAN

Subtotal:	3,257.36
Other:	.00
Tax:	127.03
Invoice Total:	\$3,384.39

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # U632576
Invoice Date 4/02/24
Account # 102504
Sales Rep STEVE LEMKE
Phone # 719-566-0802
Branch #220 Pueblo, CO
Total Amount Due \$1,189.86

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

MILLER PIPELINE, LLC
421 E INDUSTRIAL BLVD
PUEBLO CO 81007-1415

Shipped To:
CUSTOMER PICK-UP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
3/29/24	4/01/24	24090/07				WILL CALL	U632576

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				

1318ADWHPW2G20	18 HP DW STORM WTIB SLD 20' 2G 2-GSKT LONG BELL 18650020IBPL2	40	40		28.63000 FT		1,145.20
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Freight	Delivery	Handling	Restock	Misc
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Terms: NET 30
Ordered By: JUAN

Subtotal:	1,145.20
Other:	.00
Tax:	44.66
Invoice Total:	\$1,189.86

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	U626113
Invoice Date	3/29/24
Account #	102504
Sales Rep	STEVE LEMKE
Phone #	719-566-0802
Branch #220	Pueblo, CO
Total Amount Due	\$197.41

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

MILLER PIPELINE, LLC
421 E INDUSTRIAL BLVD
PUEBLO CO 81007-1415

Shipped To:
CUSTOMER PICK-UP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
3/28/24	3/28/24	24090-EX07				WILL CALL	U626113

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
96MA17	17 LB MAGNESIUM ANODE BAG W/ LEAD WIRE	1	1		190.00000	EA	190.00

Freight	Delivery	Handling	Restock	Misc
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Terms: NET 30
Ordered By: ANDRES

Subtotal:	190.00
Other:	.00
Tax:	7.41
Invoice Total:	\$197.41

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	U794547
Invoice Date	4/30/24
Account #	102504
Sales Rep	STEVE LEMKE
Phone #	719-566-0802
Branch #220	Pueblo, CO
Total Amount Due	\$155.58

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

MILLER PIPELINE, LLC
421 E INDUSTRIAL BLVD
PUEBLO CO 81007-1415

Shipped To:
CUSTOMER PICK-UP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
4/26/24	4/29/24	24090 EX 07				WILL CALL	U794547

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				

2708SGR	8 SDR35 SWR REPAIR CPLG GXG	2	2		74.87000 EA		149.74
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Freight	Delivery	Handling	Restock	Misc
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Terms: NET 30
Ordered By: ANDRES

Subtotal:	149.74
Other:	.00
Tax:	5.84
Invoice Total:	\$155.58

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	U625452
Invoice Date	3/29/24
Account #	102504
Sales Rep	STEVE LEMKE
Phone #	303-394-0004
Branch #518	Henderson, CO
Total Amount Due	\$174.93

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

MILLER PIPELINE, LLC
421 E INDUSTRIAL BLVD
PUEBLO CO 81007-1415

Shipped To:
CUSTOMER PICK-UP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
3/28/24	3/28/24	SEE BELOW				WILL CALL	U625452

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
CUSTOMER PO#- 24090 FORCE MAIN							
21AMF714MLA	14 MEGALUG ACC KIT L/GLAND	4	4		40.03000	EA	160.12

Freight	Delivery	Handling	Restock	Misc
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Terms: NET 30
Ordered By: JUAN

Subtotal:	160.12
Other:	.00
Tax:	14.81
Invoice Total:	\$174.93

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

25193 South Rd
Pueblo, CO 81006-9755
719-924-0288



Date	Invoice #
4/2/2024	24-577

Bill To
Miller Pipeline, LLC-Mountain Range 421 E. Industrial Blvd. Pueblo West, CO 81007

Work Performed At
Job# 24090-07

Terms	Permit No.
Net 30	

[illegible]

Thank you for your business.

Total

\$1,934.04

E-mail	Web Site
coloradobackhoe@msn.com	orripit.com

25193 South Rd
Pueblo, CO 81006-9755
719-924-0288



Date	Invoice #
4/2/2024	24-576

Bill To
Miller Pipeline, LLC-Mountain Range 421 E. Industrial Blvd. Pueblo West, CO 81007

Work Performed At
Wildhorse Job# 23003

Terms	Permit No.
Net 30	

Description	Quantity	U/M	Rate	Amount
Class 6	6.37		12.00	76.44T
State and County Sales Tax			3.90%	2.98

Thank you for your business.

Total

\$79.42

E-mail	Web Site
coloradobackhoe@msn.com	orripit.com

COLORADO BACKHOE SERVICE, LLC

25193 South Rd
Pueblo, CO 81006-9755
719-924-0288



Invoice

Date	Invoice #
4/15/2024	24-662

Bill To
Miller Pipeline, LLC-Mountain Range 421 E. Industrial Blvd. Pueblo West, CO 81007

Work Performed At
Job# 24090-07

			Terms	Permit No.
			Net 30	
Description	Quantity	U/M	Rate	Amount
Hauling per Hour Tandem Truck	7.5		100.00	750.00
State and County Sales Tax			3.90%	0.00
Thank you for your business.			Total	\$750.00

E-mail	Web Site
coloradobackhoe@msn.com	orripit.com

25193 South Rd
Puebló, CO 81006-9755
719-924-0288



Date	Invoice #
5/8/2024	24-892

Bill To

Miller Pipeline, LLC-Mountain Range
421 E. Industrial Blvd.
Pueblo West, CO 81007

RECEIVED MAY 21 2024

Work Performed At
Job# 24090 EX07

			Terms	Permit No.
			Net 30	
Description	Quantity	U/M	Rate	Amount
Class 6	269.74		12.00	3,236.88T
Hauling per Hour Tandem Truck	246.5		100.00	24,650.00
State and County Sales Tax			3.90%	126.24
Thank you for your business.			Total	\$28,013.12

E-mail	Web Site
coloradobackhoe@msn.com	orripit.com

25193 South Rd
Pueblo, CO 81006-9755
719-924-0288



Date	Invoice #
6/6/2024	24-1137

Bill To
Miller Pipeline, LLC-Mountain Range 421 E. Industrial Blvd. Pueblo West, CO 81007

Work Performed At
Job# 24080 ex07

Terms	Permit No.
Net 30	

[illegible]

Thank you for your business.

Total

\$277.54

E-mail	Web Site
coloradobackhoe@msn.com	orripit.com

INVOICE

COLORADO SPRINGS WINWATER WORK
7821 RED GRANITE LOOP
COLO SPGS CO 80939-9700

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00354-010457	266222 01
DB	INVOICE DATE	INVOICE TOTAL
2	04/02/2024	\$2,382.08

BILL TO :

MILLER PIPELINE
421 E INDUSTRIAL BLVD
PUEBLO, CO 81007-1415



RECEIVED APR 09 2024

To Reorder Contact Us At
Phone No: (719) 572-0800
Fax No: (719) 572-1827

SHIP TO:

MILLER PIPELINE
7821 Red Granite Loop
Colorado Springs CO 809399700

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
24090/07	043-ZACHARY BROWN	STOCK	WILL CALL	NET 30 DAYS	04/02/2024
PLACED BY			JOB NAME		
JUAN			14" FORCE MAIN REPAIR		

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
2	EA	14 EPOXY MJ LONG SLD SLEEVE	2		\$625.0000		\$1,250.00	Y
1	EA	14 EPOXY MJ LONG SLD SLEEVE	1		\$625.0000		\$625.00	Y
		***** BEGIN COMPONENTS *****						
		***** END COMPONENTS *****						
2	EA	2014PV 14 PVC MEGALUG	2		\$152.0000		\$304.00	Y
2	EA	14 MJ GSKT&BOLT PACK	2		\$43.4200		\$86.84	Y

TAX AREA ID: 060410000
FEDERAL TAX ID NUMBER: 841306163
TERMS AND CONDITIONS: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winsupplyinc.com/tcsale

PAY FULL INVOICE AMOUNT BY 05/02/2024

	Net Sales	\$2,265.84
	Freight	\$0.00
State Tax %2.90	State Tax	\$65.71
Local Tax %2.23	Local Tax	\$50.53
	Invoice Total	\$2,382.08

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (719) 572-0800.

INVOICE

Era Environmental, Inc
PO Box 8492
Pueblo, CO 81008

era@eraenvironmental.com
+1 (719) 924-0519
www.eraenvironmental.com



Miller Pipeline, LLC
Bill to
Miller Pipeline, LLC
421 E. Industrial Blvd.
Pueblo West, CO 81007

Ship to
Miller Pipeline, LLC
421 E. Industrial Blvd.
Pueblo West, CO 81007

Invoice details

Project:: City of Pueblo restoration

Invoice no.: 2885
Terms: Net 30
Invoice date: 05/02/2024
Due date: 06/01/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Soil Conditioning	Soil conditioning without amendments, per acre	4.5	\$235.00	\$1,057.50
2.		Drill Seeding and Straw Mulching	drill seed and crimped straw mulch applied, per acre	4.5	\$2,100.00	\$9,450.00
3.		Seed	Seed mix for site use, per acre	1	\$265.00	\$265.00
4.		Seeding/Restoration	Mobilization for seeding/restoration	1	\$1,200.00	\$1,200.00

Total

\$11,972.50

Note to customer

Please make all checks payable to:
Era Environmental

Hanson Construction And Excavation, LLC

6101 Muddy Creek Rd
Pueblo, CO 81004 US
719-553-7114
Stargazerconstruction@outlook.com



INVOICE

INVOICE # 1565
DATE 04/22/2024
DUE DATE 05/22/2024
TERMS Net 30

BILL TO
Miller Pipeline

SHIP TO
Miller Pipeline

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

PO
24090

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/15/2024	Star Gazer - Truck 57	Haul clean fill dirt from stock pile to job site	8.50	115.00	977.50
04/15/2024	Truck 37	Haul clean fill dirt from stock pile to job site	9.25	115.00	1,063.75
04/16/2024	Truck 13	Haul clean fill dirt from stock pile to job site	10	115.00	1,150.00
04/16/2024	Truck 37	Haul clean fill dirt from stock pile to job site	8.75	115.00	1,006.25

SUBTOTAL	4,197.50
TAX	0.00
TOTAL	4,197.50
BALANCE DUE	\$4,197.50

TERMS: Payment due upon receipt. A late charge of 1 1/2% per month will be applied to the delinquent account unpaid balance beginning 30 days from the statement date.

Hanson Construction & Excavation

6101 Muddy Creek Road
Pueblo, Co 81004

Invoice

1553

Bill To

Miller Pipeline

Date

4/23/2024

Due Date

5/3/2024

Terms

Net 10

Project

CS WIND

Item	Description	Quantity	Rate	Amount
Hourly Dump Truc...	04/02/2024 - FORCE MAIN REPAIR - #24090 EX07 TRUCK# 57 - 8 LOADS	8	115.00	920.00
Hourly Belly Dump...	04/03/2024 - FORCE MAIN REPAIR - #24090 EX07 TRUCK# 37 - 18 LOADS	12	115.00	1,380.00
Hourly Belly Dump...	TRUCK#21 - 18 LOADS	12.5	95.00	1,187.50
Hourly Belly Dump...	04/04/2024 - FORCE MAIN REPAIR - #24090 EX07 TRUCK# 21 - 15 LOADS	10.5	95.00	997.50
Hourly Belly Dump...	TRUCK# 13 - 9 LOADS	10	115.00	1,150.00
Hourly Belly Dump...	04/05/2024 - FORCE MAIN REPAIR - #24090 EX07 TRUCK# 21 - 12 LOADS	9.5	95.00	902.50
Hourly Belly Dump...	04/09/2024 - FORCE MAIN REPAIR - #24090 EX07 TRUCK# 3 - 14 LOADS	10	115.00	1,150.00
Hourly Belly Dump...	TRUCK# 7 - 14 LOADS9	9	115.00	1,035.00
Hourly Belly Dump...	04/10/2024 - FORCE MAIN REPAIR - #24090 EX07 TRUCK# 13 - 4 LOADS	4	115.00	460.00
Hourly Belly Dump...	TRUCK# 37 - 14 LOADS	10	115.00	1,150.00
Hourly Belly Dump...	04/11/2024 - FORCE MAIN REPAIR - #24090 EX07 TRUCK# 37 - 15 LOADS	10	115.00	1,150.00
Hourly Belly Dump...	TRUCK# 57 - 13 LOADS	10.5	115.00	1,207.50
Hourly Belly Dump...	04/12/2024 - FORCE MAIN REPAIR - #24090 EX07 TRUCK# 37 - 13 LOADS	9	115.00	1,035.00
Hourly Belly Dump...	TRUCK# 13 - 14 LOADS	10	115.00	1,150.00
Hourly Belly Dump...	TRUCK# 57 - 7 LOADS	5.5	115.00	632.50
Hourly Belly Dump...	04/15/2024 - FORCE MAIN REPAIR - #24090 EX07 TRUCK#1 - 12 LOADS	10	115.00	1,150.00
PLEASE REMIT PAYMENT TO: HANSON CONSTRUCTION & EXCAVATION For questions or concerns about your invoice, please contact Tyler Hanson @ 719-553-7114 or stargazerconstruction@outlook.com We appreciate your business!		Total		\$16,657.50
		Payments/Credits		\$0.00
		Balance Due		\$16,657.50

KBJ Investments, LLC
1700 Fortino Blvd.
Pueblo, CO 81008

RECEIVED MAY 28 2024

Invoice

Customer No.: MILLER PIPE
Invoice No.: 3488

Bill To: Miller Pipeline
Attn: Clint Eaks
421 E. Industrial Blvd
Pueblo, CO 81007

Ship To:

Date		Ship Via		F.O.B.		Terms	
05/23/2024				Origin			
Purchase Order Number			Order Date	Sales Person			Our Order Number
24090/07				Keith Swerdfeger			2405
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
	1			Remove 9,110 tons of dirt @ \$1.00 per ton Lot 1, Block 5, Eagleridge Estates	9110.00	9110.00	
Invoice subtotal						9110.00	
Invoice total						9110.00	

Thank You

INVOICE

Paragon Trucking LLC

1272 Oro Grande Dr

Pueblo, CO 81007

paragontruckingco@gmail.com

+1 (719) 252-5311



Miller Pipeline
Bill to
Justin Bell
Miller Pipeline
421 E Industrial Blvd
Pueblo West, CO 81007

Ship to
Justin Bell
Miller Pipeline
421 E Industrial Blvd
Pueblo West, CO 81007

Invoice details
Invoice no.: 1056
Terms: Net 30
Invoice date: 04/08/2024
Due date: 05/08/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Hourly Trucking	End or Belly Dump	31.5	\$115.00	\$3,622.50

Total \$3,622.50

Ways to pay



Note to customer
Please see the attached daily ticket breakdown for project 24090-07 (W/E 4-6-24). Thank you for your business.

Pay invoice

INVOICE

R&M Transport LLC
1449 Bowser Dr
Colorado Springs, CO 80909

r_mtransport@outlook.com
(719) 352-8489



Miller Pipeline, LLC

Bill to

Jill M
Miller Pipeline, LLC
421 Industrial Blvd.
Pueblo West, CO 81007

Ship to

Jill M
Miller Pipeline, LLC
421 Industrial Blvd.
Pueblo West, CO 81007

Invoice details

Invoice no.: 11960
Terms: Net 30
Invoice date: 04/08/2024
Due date: 05/08/2024

Project Number: Pueblo Sanitation

#	Date	Product or service	Description	Qty	Rate	Amount
1.	03/30/2024	End Dump	Export 11 Loads Ticket #7098	9.5	\$120.00	\$1,140.00
2.	04/01/2024	Tandem Trucking	Export 14 Loads Ticket #6574	11	\$95.00	\$1,045.00
3.	04/01/2024	Tandem Trucking	Export 13 Loads Ticket #6573	11	\$95.00	\$1,045.00
4.	04/01/2024	Tandem Trucking	Export 8 Loads Ticket #7259	6.5	\$95.00	\$617.50
5.	04/02/2024	Tandem Trucking	Export 4 Loads Ticket #6577	5	\$95.00	\$475.00
6.	04/02/2024	Tandem Trucking	Import 10 Loads Ticket #6578	6.75	\$95.00	\$641.25
7.	04/02/2024	Tandem Trucking	Import 5 Loads Ticket #6588	4	\$95.00	\$380.00
8.	04/02/2024	Tandem Trucking	Export 6 Loads Ticket #6587	5	\$95.00	\$475.00
9.	04/02/2024	Tandem Trucking	Export 12 Loads Ticket #7260	12	\$95.00	\$1,140.00
10.	04/03/2024	Tandem Trucking	Export 9 Loads Ticket #6579	8	\$95.00	\$760.00
11.	04/03/2024	Tandem Trucking	Import 7 Loads Ticket #6585	5	\$95.00	\$475.00
12.	04/03/2024	Tandem Trucking	Export 9 Loads Ticket #6590	7	\$95.00	\$665.00
13.	04/03/2024	Tandem Trucking	Import 7 Loads Ticket #6589	6	\$95.00	\$570.00

14.	04/03/2024	Tandem Trucking	Import 17 Loads Ticket #7080	12.5	\$95.00	\$1,187.50
15.	04/04/2024	Tandem Trucking	Import 3 Loads Ticket #6597	3.5	\$95.00	\$332.50
Total						\$10,948.75



Invoice

1115 Fir Street
Pueblo, CO 81001

www.roadsidesupplies.com

Bill To

Miller Pipeline
421 E. Industrial Blvd.
Pueblo West, CO 81007

Due Date	Date	Invoice #
6/5/2024	5/6/2024	10341

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Balance Due

\$796.91

New e-mail address? Enter here: _____

Road Side Supplies, LLC

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

1115 Fir Street
Pueblo, CO 81001

P.O. No.	Terms
24090/07	Net 30

Item	Description	Qty	U/M	Rate	Amount
30 - Sale Items	16' Straw Coconut Blanket	4		170.25	681.00T
30 - Sale Items	Staples	1		59.62	59.62T
	Pueblo combined city/county/State				56.29

There will be a \$30 charge for all returned checks. 10% interest will be assessed on all unpaid balances after 90 days. For billing inquiries: Toni Jo Rogge (719) 696-5112
tonijo@roadsidesupplies.com

Total	\$796.91
Payments/Credits	\$0.00
Balance Due	\$796.91



Page 343 of 699



Page 344 of 699

WeedMowing

Rock Socks

Erosion Material

Date: 5/3/24
Invoice # 01

COMMENTS: THANK YOU FOR YOUR BUSINESS!!

BILL Miller Pipeline
TO
Customer ID: N/A

Service Date	Description	Balance	Amount
5/3/24	Production and delivery of Rock Socks for: - Job# 24090 -07 100- 4' @\$20 400' delivered @\$1 per foot		\$2,000.00 \$ 400.00
Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due
			Over 90 Days Past Due
			Amount Due
			\$2,400.00

Remittance	
Statement #	01
Amount Due	\$2,400.00
Amount Enclosed	

Mail Payment to:
Susan Eaks
1044 W Wild Wind Place
Pueblo West, Co 81007



INVOICE

Customer Number: ACT-00013067
Customer Name: KR SWERDFEGER
CONSTRUCTION INC
PO Number: PO-24090EX07
Order No: O-969736

Invoice No: INV-4454968
Invoice Date: 4/29/2024
Current Billing Period: 4/29/2024 - 5/26/2024
Terms: Net 10
Due Date: 5/9/2024

Bill To
JILL MONTER
KR SWERDFEGER
CONSTRUCTION INC
421 E INDUSTRIAL BLVD
PUEBLO Colorado 81007
United States

Ship To
Andreas Lopez
Iowa Avenue & Wyoming
Avenue
Pueblo CO 81004
United States

Subtotal:	\$170.05
Tax:	\$1.70
Total:	\$171.75
Amount Paid:	\$0.00
Remaining Balance Due:	\$171.75

Ship To: Iowa Avenue & Wyoming Avenue Pueblo CO 81004 United States
Site Name: Iowa Ave & Wyoming Ave, Pueblo, CO 81004

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
Current Billing Period						
Standard Restroom (Std Rest)						
Rental Charge	1	\$40.00	4/29/2024 - 5/26/2024	Recurring	\$40.00	Y
1 Service 1 Day per Week	1	\$108.00	4/29/2024 - 5/26/2024	Recurring	\$108.00	N
Energy and Compliance Fee			4/29/2024	Fee	\$5.96	Y
Energy and Compliance Fee			4/29/2024	Fee	\$16.09	N
Standard Restroom Subtotal					\$170.05	
Site Subtotal Excluding Tax					\$170.05	
Site Tax					\$1.70	
Site Subtotal					\$171.75	

Invoice Total	\$171.75
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No Proration for Early Pickup

Paying your invoices at USS is now easier than ever with our new user-friendly payment portal. Learn more about our new payment portal, as well as how to read your invoice and where to go with questions, by visiting us at [Doing Business with USS](#). Keep an eye out for an email from noreply@sidetrade.io near your billing date to create and activate your account. For any questions, email ARS@unitedsiteservices.com or call 1.800.TOILETS (select 3 for billing and payment).



INVOICE

Customer Number: ACT-00013067
Customer Name: KR SWERDFEGER
CONSTRUCTION INC
PO Number: PO-24090EX07
Order No: O-969736

Invoice No: INV-4390391
Invoice Date: 4/1/2024
Current Billing Period: 4/1/2024 - 4/28/2024
Terms: Net 10
Due Date: 4/11/2024

Bill To
JILL MONTER
KR SWERDFEGER
CONSTRUCTION INC
421 E INDUSTRIAL BLVD
PUEBLO Colorado 81007
United States

Ship To
Andreas Lopez Lopez
2596 East State Highway 96
Pueblo CO 81001
United States

Subtotal:	\$312.53
Tax:	\$6.98
Total:	\$319.51
Amount Paid:	\$0.00
Remaining Balance Due:	\$319.51

Ship To: 2596 East State Highway 96 Pueblo CO 81001 United States
Site Name: 2596 E State Hwy 96

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
Current Billing Period						
Standard Restroom (Std Rest)						
Rental Charge	1	\$40.00	4/1/2024 - 4/28/2024	Recurring	\$40.00	Y
1 Service 1 Day per Week	1	\$108.00	4/1/2024 - 4/28/2024	Recurring	\$108.00	N
Energy and Compliance Fee			4/1/2024	Fee	\$5.96	Y
Energy and Compliance Fee			4/1/2024	Fee	\$16.09	N
Standard Restroom Subtotal					\$170.05	
Pickup and Delivery – Bundle level			4/1/2024	One-Time	\$34.00	Y
Energy and Compliance Fee			4/1/2024	Fee	\$5.06	Y
Additional One Time Services Subtotal					\$39.06	
Site Subtotal Excluding Tax					\$209.11	
Site Tax					\$3.14	
Site Subtotal					\$212.25	

Ship To: 2596 East State Highway 96 Pueblo CO 81001 United States
Order Level Charges

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
Current Billing Period						
Pickup and Delivery – Order level			4/1/2024	One-Time	\$90.00	Y
Energy and Compliance Fee			4/1/2024	Fee	\$13.42	Y



INVOICE

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
Additional One Time Services Subtotal					\$103.42	
Subtotal Excluding Tax					\$103.42	
Tax					\$3.84	
Subtotal					\$107.26	

Invoice Total	\$319.51
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No Proration for Early Pickup

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INVOICE

Customer Number: ACT-00013067
Customer Name: KR SWERDFEGER
CONSTRUCTION INC
PO Number: 24090EX07
Order No: O-969726

Invoice No: INV-4454491
Invoice Date: 4/29/2024
Current Billing Period: 4/29/2024 - 4/30/2024
Terms: Net 10
Due Date: 5/9/2024

Bill To
JILL MONTER
KR SWERDFEGER
CONSTRUCTION INC
421 E INDUSTRIAL BLVD
PUEBLO Colorado 81007
United States

Ship To
Andreas Lopez Lopez
250 William White Boulevard
Pueblo CO 81001
United States

Subtotal:	\$12.15
Tax:	\$0.00
Total:	\$12.15
Amount Paid:	\$0.00
Remaining Balance Due:	\$12.15

Ship To: 250 William White Boulevard Pueblo CO 81001 United States
Site Name: 250 William White Blvd

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
Current Billing Period						
Standard Restroom (Std Rest)						
Rental Charge	1	\$40.00	4/29/2024 - 4/30/2024	Recurring	\$2.86	N
1 Service 1 Day per Week	1	\$108.00	4/29/2024 - 4/30/2024	Recurring	\$7.71	N
Energy and Compliance Fee			4/29/2024	Fee	\$1.58	N
Standard Restroom Subtotal					\$12.15	
Site Subtotal Excluding Tax					\$12.15	
Site Tax					\$0.00	
Site Subtotal					\$12.15	

Invoice Total	\$12.15
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No Proration for Early Pickup

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INVOICE

Customer Number: ACT-00013067
Customer Name: KR SWERDFEGER
CONSTRUCTION INC
PO Number: 24090EX07
Order No: O-969726

Invoice No: INV-4392947
Invoice Date: 04/01/2024
Current Billing Period: 4/1/2024 - 4/28/2024
Terms: Net 10
Due Date: 04/11/2024

Bill To
JILL MONTER
KR SWERDFEGER
CONSTRUCTION INC
421 E INDUSTRIAL BLVD
PUEBLO Colorado 81007
United States

Ship To
Andreas Lopez Lopez
250 William White Boulevard
Pueblo CO 81001
United States

Subtotal:	\$312.53
Tax:	\$0.00
Total:	\$312.53
Amount Paid:	\$0.00
Remaining Balance Due:	\$312.53

Ship To: 250 William White Boulevard Pueblo CO 81001 United States
Site Name: 250 William White Blvd

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
Current Billing Period						
Standard Restroom (Std Rest)						
Rental Charge	1	\$40.00	4/1/2024 - 4/28/2024	Recurring	\$40.00	N
1 Service 1 Day per Week	1	\$108.00	4/1/2024 - 4/28/2024	Recurring	\$108.00	N
Energy and Compliance Fee			4/1/2024	Fee	\$22.05	N
Standard Restroom Subtotal					\$170.05	
Pickup and Delivery – Bundle level			4/1/2024	One-Time	\$34.00	N
Energy and Compliance Fee			4/1/2024	Fee	\$5.06	N
Additional One Time Services Subtotal					\$39.06	
Site Subtotal Excluding Tax					\$209.11	
Site Tax					\$0.00	
Site Subtotal					\$209.11	

Ship To: 250 William White Boulevard Pueblo CO 81001 United States
Order Level Charges

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
Current Billing Period						
Pickup and Delivery – Order level			4/1/2024	One-Time	\$90.00	N
Energy and Compliance Fee			4/1/2024	Fee	\$13.42	N
Additional One Time Services Subtotal					\$103.42	



INVOICE

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
Subtotal Excluding Tax					\$103.42	
Tax					\$0.00	
Subtotal					\$103.42	

Invoice Total	\$312.53
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No Proration for Early Pickup

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1804 W PUEBLO BLVD
PUEBLO, CO 81008
PHONE: (719)544-0088 FAX: (719)544-0207

MILLER PIPELINE LLC - MTN RE
GION
421 E INDUSTRIAL BLVD
PUEBLO WEST, CO 81007

Rental Invoice

Invoice C6817001

ACCT#: 50444
INVOICE DATE: 04/24/2024
INVOICE AMOUNT: \$1,883.98

PO #: TBD
ORDERED BY: JASON HAGERMAN
719 547 0242

JOBSITE INFO: SHOP
SHOP
421 E INDUSTRIAL BLVD
PUEBLO WEST, CO, 81007

CONTACT NAME: JASON HAGERMAN
CONTACT PHONE: 719-252-8841
DELIVERED VIA: WILL CALL
JOBSITE COUNTY: PUEBLO CO
DATE OUT: 04/19/2024 FRI10:00 AM
DATE IN: 04/24/2024 WED 09:52 AM

SALES REP: BRYAN GASPERETTI(W-1-609)
WRITTEN BY: JAY BEDFORD

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
-----	-------------	-----	------	-------	--------

Rental Items

1	ID NO: 503335 SERIAL NO: 0JX909531 SMM Tag: 22-0010521847 COMPACT TRACK LOADER - 289 - 289D3 HRS OUT: 1741.4 CURRENT SMU: 1760.0 Total: 18.6	\$529.06	\$1,466.93	\$4,080.00	1,466.93
1	ID NO: 503196 SERIAL NO: A4225BK20477 SSL - GP/LM/UT/DT/MH/SKL BUCKET - SSL/80 BOE				

Rental Subtotal: 1,466.93

Miscellaneous Items

1	SMM TAX 2%				29.34
1	ENVIRONMENT FEE				22.00
1	Rental Equipment Protection				234.71
	COLORADO STATE TAX				49.99
	PUEBLO CITY TAX				63.77
	PUEBLO COUNTY TAX				17.24



1804 W PUEBLO BLVD
PUEBLO, CO 81008
PHONE: (719)544-0088 FAX: (719)544-0207

MILLER PIPELINE LLC - MTN REGION
421 E INDUSTRIAL BLVD
PUEBLO WEST, CO 81007

Rental Invoice

Invoice C6817001

ACCT#: 50444
INVOICE DATE: 04/24/2024
INVOICE AMOUNT: \$1,883.98

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ORDERED BY: JASON HAGERMAN
719 547 0242

JOBSITE INFO: SHOP
SHOP
421 E INDUSTRIAL BLVD
PUEBLO WEST, CO, 81007

CONTACT NAME: JASON HAGERMAN
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DATE OUT: 04/19/2024 FRI 10:00 AM
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SALES REP: BRYAN GASPERETTI(W-1-609)
WRITTEN BY: JAY BEDFORD

QTY DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
-----------------	-----	------	-------	--------

Please Remit Payment To:
Wagner Rents, PO Box 919000
Denver, CO 80291-9000

Invoice Total 1,883.98

If you're not completely satisfied, please call 1-833-954-3116 or email us at customerexperience@wagnerequipment.com

Terms: Payment is due within 30 days of date of invoice. A monthly finance charge of 1.5% will accrue on all amounts unpaid after 30 days, resulting in an annual finance charge of 18%. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. Upon default, Lessee shall immediately deliver the equipment to Lessor and shall be liable for all collection costs incurred by Lessor, including reasonable attorney's fees. Terms and conditions can be viewed at www.wagnerequipment.com/terms.

CUSTOMER SIGNATURE	DATE	PRINTED NAME	DELIVERED BY	DATE
--------------------	------	--------------	--------------	------

AURORA, CO - ALBUQUERQUE, NM - BLOOMFIELD, NM - CARBONDALE, CO - CARLSBAD, NM - COMM. CITY, CO - DURANGO, CO - EL PASO, TX - FORT COLLINS, CO
GRAND JUNCTION, CO - GYPSUM, CO - HOBBS, NM - LAS CRUCES, NM - PUEBLO, CO - SILVERTHORNE, CO - STEAMBOAT SPRINGS, CO - WINDSOR, CO

www.wagner-rents.com



Work Zone Traffic Control, LLC
PO Box 74957
Chicago, IL 60675

719-296-0222
Fax 719-296-0333

Miller Pipeline, LLC-Mountain Region
421 E Industrial Blvd
Pueblo West, CO 81007

INVOICE

Job ID: 002739
Iowa St
Iowa St
Pueblo, CO

INVOICE#: 0005950
INVOICE DATE: 5/7/2024
TERMS: NET30

Customer PO#: PO#24090-EX07
Customer Job#: 002739
Foreman:

INVOICING PERIOD 4/26/2024 - 5/7/2024

EQUIPMENT

Description	Unit	Price	4/28 SUN	4/29 MON	4/30 TUE	5/1 WED	5/2 THU	5/3 FRI	5/4 SAT	Total Qty	Total Amount
Traffic Control Equipment Per Day - Equipment Only	Per Day	\$50.00	0	1	1	1	1	1	0	5	\$250.00
Sub Total											\$250.00

LABOR

Description	Unit	Price	4/28 SUN	4/29 MON	4/30 TUE	5/1 WED	5/2 THU	5/3 FRI	5/4 SAT	Total Qty	Total Amount
TCS Per Hr	Per Hour	\$125.00	0	2	0	0	0	0	0	2	\$250.00
Sub Total											\$250.00

Description	Unit	Price	5/5 SUN	5/6 MON	5/7 TUE	5/8 WED	5/9 THU	5/10 FRI	5/11 SAT	Total Qty	Total Amount
TCS Per Hr	Per Hour	\$125.00	0	0	1	0	0	0	0	1	\$125.00
Sub Total											\$125.00

Note: The * indicates taxable items.

EQUIPMENT RENTAL TOTAL \$250.00
SALES/ONE-TIME CHARGES \$0.00
LABOR TOTAL \$375.00
SALES TAX (0%) \$0.00
TOTAL CHARGES \$625.00

PLEASE PAY THIS AMOUNT \$625.00

*** Job Complete ***

2021-2023 Emergency Sanitary Sewer Point Repair					250 William White Blvd		
Date 3/27/2024					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	Description	Estimated					
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF	20	\$ 4,000.00	\$ 9,600.00	\$ 2,520.00
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
11	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
12	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
15	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
16	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
17	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY		\$ -	\$ -	\$ -
		21-100	CY		\$ -	\$ -	\$ -
		>100	CY		\$ -	\$ -	\$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR			\$ -	\$ -	\$ -
21	Remove and Replace 48" Diameter Manhole	EA			\$ -	\$ -	\$ -
22	Remove and Replace 60" Diameter Manhole	EA			\$ -	\$ -	\$ -
23	Reinstate Services	EA			\$ -	\$ -	\$ -
24	Mobilization	LS		1	\$ 1,500.00	\$ 1,750.00	\$ 1,650.00
				Total	\$ 5,500.00	\$ 11,350.00	\$ 4,170.00
				With Contingency	\$ 6,600.00	\$ 13,620.00	\$ 5,004.00

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 8/20/2024

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
250 William White Blvd

Contractor : MILLER PIPELINE, LLC.
421 E Industrial Blvd, Pueblo West, CO, 81001

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE AND REPLACE 8" PVC MORE THAN 10' DEEP	(\$4,000.00)	
2	MOBILIZATION	(\$1,500.00)	
3	T&M (REPAIR THE FORCE MAIN, MITIGATE WASTEWATER PONDING IN SWALE, REMOVE AND REPLACE CONTAMINATED SOIL AND ROAD BASE, PLACE EROSION AND SEDIMENT CONTROL)		\$503,915.07
TOTAL (Decrease) / Increase		(\$5,500.00)	\$503,915.07

Net Adjustment This Change Order	\$	498,415.07
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	5,500.00
Total Adjusted Contract Amount To Date	\$	503,915.07

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date: _____
Wastewater Civil Engineer

Reviewed by: _____ Date: _____
Wastewater Engineering Manager

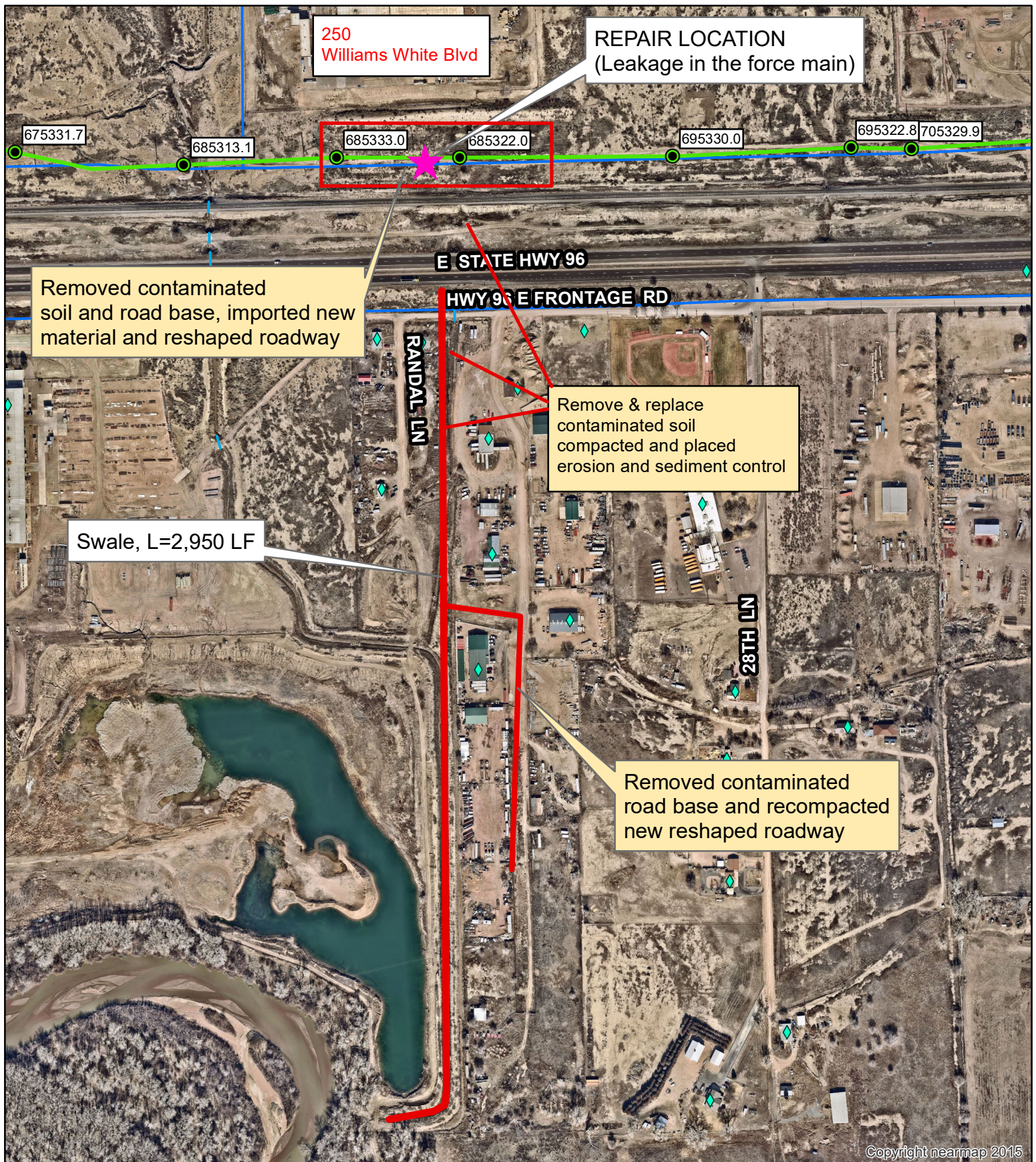
Accepted by: _____ Date: _____
Contractor's Representative

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

Approved by: _____ Date: _____
Director of Wastewater



20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
250 William White Blvd





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING THE TRANSFER, BUDGET AND APPROPRIATION OF \$48,000 FROM THE AIRPORT IMPROVEMENT TRUST FUND TO PROJECT ACCOUNT APAN03 – VEHICLES & EQUIPMENT FOR THE PURPOSE OF PURCHASING EQUIPMENT FROM THE DENVER INTERNATIONAL AIRPORT SURPLUS SALE

SUMMARY:

This Ordinance approves the transfer, budget and appropriation of \$48,000.00 from the Airport Improvement Trust Fund to Project Account APAN03 – Vehicles & Equipment and allows utilization of these funds for the purchase of equipment from the Denver International Airport (DIA) surplus sale. Any unused, or reimbursed funds, will be returned to the Airport Improvement Trust Fund.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Land that was deeded to the City of Pueblo as part of the transfer of the airport to the City is heavily regulated by the FAA. When land is released for sale, the funds must be held in a separate account. The funds can only be used for specific FAA approved expenditures. The FAA has agreed that the purchase of airport dedicated equipment is an allowable expenditure for these funds. DIA has equipment that they are offering to all Colorado airports for purchase. For sale is a Stripe Hog for \$60,000.00. This equipment is used to remove runway striping without grinding and removing pavement. The FAA requires that new paint must be applied at regular intervals to ensure the safe movement of aircraft as part of the Airport's Part 139 certification.

FINANCIAL IMPLICATIONS:

The total cost for the equipment purchase is \$60,000.00. CDOT Division of Aeronautics

will reimburse the City up to 80%, which is \$48,000.00. The City will be responsible for the remaining cost of \$12,000.00 and any freight costs. The funds for the City's portion are currently available in Project Account APAN03 – Vehicles & Equipment.

Funds in the amount of \$48,000.00 will be transferred, budgeted and appropriated to Project Account APAN03 – Vehicles & Equipment, from the Airport Improvement Trust Fund. These funds will be reimbursed by CDOT and funds will be returned to the Airport Improvement Trust Fund as required by the FAA.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the equipment purchase will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROVING THE TRANSFER, BUDGET AND APPROPRIATION OF \$48,000 FROM THE AIRPORT IMPROVEMENT TRUST FUND TO PROJECT ACCOUNT APAN03 – VEHICLES & EQUIPMENT FOR THE PURPOSE OF PURCHASING EQUIPMENT FROM THE DENVER INTERNATIONAL AIRPORT SURPLUS SALE

WHEREAS, the Denver International Airport is offering surplus equipment for purchase to airport within the State of Colorado; and,

WHEREAS, the Pueblo Memorial Airport would like to purchase a Stripe Hog from this surplus sale; and,

WHEREAS, the FAA has determined that this equipment is an acceptable use of land sale revenues; NOW, THEREFORE,

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

SECTION 1.

Finds in the amount of \$48,000.00 are hereby transferred from the Airport Improvement Trust Fund, budgeted and appropriated to Project Account APAN03 – Vehicles & Equipment.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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: September 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Lori Pinz, Director Information Technology

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, OFFICE OF PUBLIC SAFETY COMMUNICATIONS TO CONTINUE THE ESTABLISHED COOPERATIVE RELATIONSHIP RELATED TO THE CITY'S PARTICIPATION IN THE STATE DIGITAL TRUNKED RADIO SYSTEM AND THE CO-LOCATION OF STATE EQUIPMENT INSTALLED ON CITY-OWNED TOWERS AND FACILITIES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the attached Memorandum of Understanding with the State of Colorado' Office of Public Safety Communications continuing the established partnership of the City's participation in the State's Digital Trunked Radio System, and the co-location of the State-owned equipment install on the City owned Radio Towers and associated facilities

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo utilizes the State of Colorado's Digital Trunked Radio System (DTRS) for our public safety and non-public safety radio communications. The City has partnered with Pueblo County and the State of Colorado's radio communications departments since 2007 to provide the infrastructure and facilities to support this system. Upon completion of the ordinance destruction at the Pueblo Chemical Depot, all core equipment purchased with the Chemical Stockpile Emergency Preparedness (CSEPP) federal funds, was granted to the State of Colorado, Office of Public Safety Communications by Pueblo County. However, this equipment remains intact and located on or within City-owned facilities. The DTRS provides a near seamless

statewide wireless system that enables emergency and operational direct communications between first responder/public safety agencies across jurisdictional and regional boundaries. The sharing of communication resources substantially reduces costs for all participating agencies across the State.

The State is committed to its continued support of the DTRS. This MOU is designed to continue the established cooperative relationship between the City and the State, through the City's participation in the DTR System and the co-location of State equipment installed on three (3) tower sites and within other facilities owned and operated by the City, as set forth in the attached agreement.

FINANCIAL IMPLICATIONS:

There are no additional costs to the City with respect to this Ordinance. Should the State of Colorado modify current legislation, additional costs related to the DTRS may be required. These costs will be presented through the City of Pueblo's annual budget process and approved through Council action.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance

STAKEHOLDER PROCESS:

Not applicable to this Ordinance

ALTERNATIVES:

If City Council does not approve this Ordinance, the City of Pueblo and the State Office of Public Safety Communications will have no binding agreement related to the City's use of the DTRS system and the co-location of State equipment jeopardizing public safety interoperability and utilization of the DTRS system with other city departments, state agencies and participating local, federal, and tribal governmental entities.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. MOU for site sharing Pueblo FINAL 07302024

ORDINANCE NO.

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, OFFICE OF PUBLIC SAFETY COMMUNICATIONS TO CONTINUE THE ESTABLISHED COOPERATIVE RELATIONSHIP RELATED TO THE CITY'S PARTICIPATION IN THE STATE DIGITAL TRUNKED RADIO SYSTEM AND THE CO-LOCATION OF STATE EQUIPMENT INSTALLED ON CITY-OWNED TOWERS AND FACILITIES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City desires to continue its cooperative partnership and co-location of state-owned equipment on City-owned tower sites and associated facilities.

WHEREAS, it is critical to maintain public safety and non-public safety radio communications for the safety and preparedness of City and this memorandum of understanding is intended to maintain communication systems; NOW, THEREFORE,

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

SECTION 1.

The Memorandum of Understanding between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, Office of Public Safety Communications, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City, 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.

The officers and staff of the City are authorized to perform all acts consistent with the intent of this Ordinance to effectuate the transaction described herein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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

MEMORANDUM OF UNDERSTANDING

Between

The City of Pueblo, a Municipal Corporation

And the

State of Colorado,

Office of Public Safety Communications (OPSC)

For

Shared Communications Site and Systems

1. Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 2023, by and among the City of Pueblo, a Municipal Corporation, 1 City Hall Place, Pueblo, Colorado 81003, hereinafter referred to as the “City”, and the State of Colorado, Office of Public Safety Communications (OPSC), 9195 East Mineral Avenue, Suite 200, Centennial, Colorado 80112, hereinafter referred to as the “State”, and collectively referred to as the “Parties” or individually as a “Party.”

2. Purpose

The City and the State have entered into this MOU to set a framework for allowing the State to continue to co-locate public safety communications equipment at tower sites and facilities operated by the City and identified as:

“Walking Stick”, located at 38-18.42-50 N, -104-34.30-30 W

“Goat Hill”, located at 38-15.40-17 N, -104-36.01-09 W

“Jackson Hill”, located at 38-12.24-20 N, -104-42.22-60 W

“City of Pueblo, Police Dispatch Center”, located at 38-15.47-0 N, -104-36.46-7 W

Hereinafter referred to as the “Site(s)”; and to share use of communication equipment identified and defined in the attached Exhibits in support and delivery of public safety communications to the City. City is the exclusive owner of Sites and retains all ownership rights in same. State owned equipment at the Sites shall be as listed in Exhibit B, attached hereto and incorporated herein.

3. Statement of Mutual Interests and Benefits

The State provides a statewide public safety communications system serving state agencies and participating local, federal and tribal governmental entities. The statewide public safety communications system is titled the Digital Trunked Radio System (DTRS or DTR System). The DTRS provides a near seamless statewide wireless system that enables emergency and operational direct communications between first responder/public safety agencies across jurisdictional and regional boundaries. As part of this responsibility, the State is committed to continued support of public safety communications.

The City provides a local public safety communications system serving local agencies that integrates with the State DTRS and utilizes the DTRS to provide primary public

safety communications for all City departments and other governmental entities.

This MOU is designed to continue the established cooperative relationship between the City and the State, through the City's participation in the DTR System and the co-location of State equipment installed on towers and facilities owned and operated by the City, as set forth in this agreement. This cooperative relationship may enhance public safety radio communications for agencies supported by the Parties.

4. Cooperators Agree

- 4.1 Each party shall be responsible for engineering, furnishing, installing, operating, and maintaining the necessary equipment within its own system or responsible areas. Each party shall be solely responsible for the costs associated with its own equipment and the engineering, furnishing, installation, operation, and maintenance thereof.
- 4.2 Unless specifically authorized, neither Party's employees, representatives, contractors, or agents shall add, remove, modify, adjust, alter, install, or otherwise physically touch appliances, equipment, or structures owned by the other Party without signed written consent from that owner of the appliance, equipment, or structure. Equipment includes, but is not limited to, any electronic device, any RF transmitter/receiver (land mobile radio and/or microwave), antennas (linear and microwave) and associated cabling attached to any City tower(s) or facility, City towers, remote monitoring devices, and any building, equipment, or device used for purposes of alarm notification.
- 4.3 State technical and engineering staff instructed and certified for tower climbing will be granted conditional permission by the City to climb the Site towers, provided:
 - 4.3.1 All tower climbing performed by State employees, representatives, contractors, or agents will be in compliance with OSHA CFR 1910 and 1226 "Tower Climbing Safety and Rescue," as amended, relating specifically to work at wireless communications sites.
 - 4.3.2 Forty-eight (48) hours advance notice for planned maintenance is provided to the City of Pueblo Radio Shop and IT Department prior to any tower climbing by State employees, representatives, contractors, or agents. Notice will be made by email to the City of Pueblo Radio Shop and IT Department.
 - Unplanned or unscheduled outage at a site will require immediate access and authorization for a tower climb in order to restore service as expeditiously as is possible for the safety of first responders and the public. Request for immediate access to a site for emergency repair outside normal business hours will be made by calling the afterhours call out number or the City of Pueblo Police Dispatch.
 - 4.3.3 State shall at all times have workers' compensation insurance on its employees, representatives, contractors and agents, and upon City's request, State will provide proof of said workers' compensation insurance to City's Department of Finance or IT Department.
 - 4.3.4 The City grants permission for the climb, subject to no existing conflicts with other work on Site or existing safety concerns, City's permission not to be unreasonably withheld, especially during an emergency repair or restoration of service.

- 4.4 The Parties shall comply with all non-interference rules of the Federal Communications Commission (FCC), subject to preexisting rights and the provision of this Section 4. To the best of their abilities, Parties shall work together to ensure radio frequency interference does not occur. Radio frequency interference caused or created by radio equipment owned, operated, or maintained by the Parties at the Sites shall be considered an immediate threat to public safety and shall be immediately resolved by the Party whose equipment is identified as causing the interference. Parties shall work cooperatively to identify and resolve interference issues caused or created by radio equipment owned, operated, or maintained by the Parties at the Sites. Each Party shall assume its own costs associated with the identification and resolution of interference caused by their equipment.
- 4.5 The Parties will license and manage frequencies assigned to them in accordance with Federal Communications Commission (FCC) regulations. The FCC no longer provides hard copy documents of frequency licenses. All frequency licenses issued by the National Telecommunications and Information Administration (NTIA), or the FCC, authorizing operation of State radio equipment at the Site(s), are available for viewing on the FCC website.
- 4.6 Parties shall coordinate to provide needed capacity in the form of facilities, antenna space, etc., to the extent possible. In all cases, City's determinations shall control. In the event the City determines any of the Site facilities or towers has reached or exceeded capacity due to the State's presence, the State reserves the unconditional authority to remove State owned equipment upon one-hundred-eighty (180) days written notice, without further obligation to the City. Should State remove its equipment in any event, City shall not be required to subscribe to, trade for, or otherwise pay for access to the State DTR system without the Parties mutually negotiating the terms for such access in good faith. City's mobile and portable units will remain connected to the State DTR system during such negotiation.
- 4.7 The State shall not be required to pay for the tower space and building space provided and chosen by the City at the Sites. The City acknowledges that the State provides other good and adequate consideration to the City through the shared use of the radio equipment and antennas hosted at the Sites. Pursuant to §24-33.5-2510, presently, the City shall not be required to pay to the State for access to and use of the State DTR Public Safety Communications equipment supporting public safety communications for the City, and local agencies supported by the City. Should either Party be asked to pay for any access or service related to the State DTR System, and funds have not been appropriated for such purpose, the Parties will renegotiate this MOU or terminate this MOU upon mutual agreement.
- 4.8 Party wishing to terminate this MOU, shall provide written notice one-hundred-eighty (180) days prior to termination.
- 4.9 The State will provide a list of names of authorized employees, representatives, contractors or agents who will potentially need access to the Site. Said list will include such information as necessary for City to perform requisite background checks, including criminal checks, to ensure those authorized individuals meet the requirements of City.
- 4.10 City and State shall work together to provide State efficient access to the Sites based on the specific Site requirements. Should a State representative be unable to

contact a City IT representative, they may contact City IT management or Police Dispatch to facilitate any emergency repair. As of the signing of this MOU State provides City with those authorized individuals, and City provides those individuals with a code to unlock the gate and gain access to Sites. Those individuals are not authorized to share the code with anyone. Should said code be shared City will take all remedial action to reduce any security risk and inform State of the breach in security. Should State learn of such a breach in security, State will inform City immediately. If, in the future, the procedure for gaining access to Sites changes, Parties will endeavor to put into place new practices for State to gain access to Sites.

- 4.11 The State shall allow the City use of the DTRS Public Safety Communications Network for its public safety two-way wireless communications needs as long as this MOU remains in force. Should this MOU be terminated by either Party for any reason, the State reserves the unconditional right to remove all State-owned equipment and assets from the Sites. The Parties shall provide one-hundred-eighty (180) days prior written notice to the other Party of intent to terminate the MOU.
- 4.12 Each party shall notify the other party forty-eight (48) hours in advance, when possible, if it becomes necessary to temporarily sever an interconnection or to interrupt a circuit elsewhere in its system, especially when the severing or interruption will affect the operation of the other Party's equipment or circuits.
- 4.13 The City grants permission to the State and its authorized employees, agents, and contractors to enter its associated buildings, towers, easements and rights-of-way in order to locate, install, inspect, test, operate, maintain, and remove the equipment provided for in this MOU; provided that forty-eight (48) hour advance arrangements must be made with the party owning such buildings, towers, easements and rights-of-way. In the event of an unplanned outage or interruption in service, immediate access to the affected site for restoration of service shall be granted. This MOU does not grant nor transfer to State any right, privilege, or interest in the City owned towers, buildings, equipment, or land.
- 4.14 Should either entity terminate the use of the State DTR, both agencies will continue to work together in an effort to offer mutual aid for public safety communication interoperability. Such effort shall not require either Party to pay the costs or fees of the other Party.

5. Non- Fund Obligation Document

This instrument is neither a fiscal nor funding obligation document. Any endeavor involving reimbursement or contribution of funds between parties will be outlined in separate agreements. Neither Party shall be financially liable to the other for any default of this agreement.

6. No Third-Party Beneficiary Rights

Except as otherwise stated, this MOU shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. No third-party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.

7. Terms of Agreement

This MOU will become effective upon receipt of the last required signature and will remain in force until either Party provides one-hundred-eighty (180) days prior written notice to the other Party of its intent to terminate. Any participant may propose changes to this MOU during its term. Such changes will be in the form of a written amendment and will become effective upon signature by all participants.

8. Authorized Representatives of the Parties

Each Party shall designate a representative who is authorized to act on its behalf with respect to those functions and responsibilities reserved herein for authorized representatives of the Parties. Either Party may change the designation of its authorized representative upon oral notice given to the other, confirmed by written notice. Written notice can be completed upon sending an email to the authorized representative and will be considered delivered after 3 business days.

8.1 The Parties' authorized representatives shall meet as the need arises. The authorized representatives shall address matters of common concern for the Parties.

8.2 Authorized representatives shall not have the authority to change any of the terms or conditions of this MOU.

9. Insurance

State shall maintain throughout the duration of this MOU, insurance covering State's equipment, use and occupancy of the Site. The State's obligation to provide insurance coverage may be satisfied through self-insurance as allowed by CRS § 24-30-1502 (4.5). City and State each hereby waive all rights of recovery against the other, the other's agents, employees, contractors, and representatives on account of loss and damage, except to the extent that loss or damage is insured or is required to be insured against under any insurance policies required by this MOU, or is caused by an act of gross negligence or intentional tort on the part of a State agent. Neither Party shall be liable to the other for amounts in excess of the insurance coverage, unless such Party did not maintain the required coverage. Furthermore, in no event shall City be liable to State for consequential or punitive damages, and State waives any right of it or its assigns or successors to obtain consequential or punitive damages from City.

10. Control and Possession of Systems

Each Party shall remain in exclusive control and possession of its own telecommunications system and equipment, and this MOU shall not be construed to grant either Party any rights of ownership, control, or possession in the other Party's systems, equipment, land or other property, other than those which may be specifically set forth herein or in exhibits hereto.

11. Non-dedication of Equipment

The Parties do not intend to dedicate, and nothing in this MOU shall be construed as either Party dedicating, their rights, land, property, equipment, services, or any part thereof, to the other Party, or any customer, agent, or representative of the other Party.

12. Uncontrollable Forces

No Party shall be considered to be in default in performance of any of its obligations under this MOU when a failure of performance is due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including, but not restricted to, failure or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority or action or non-action by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it is involved. Any party rendered unable to fulfill any obligation under this MOU by reason of uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

13. Notices

Any notice, demand or request pursuant to this MOU, shall be in writing and considered properly given when delivered in person, sent by either registered or certified mail, or sent by national overnight delivery service, postage prepaid and addressed to the other Party's principal offices.

13.1 Notices to the State shall be sent (by U.S. Postal Service) to: Office of Public Safety Communications (OPSC), Peter Bangas, Director, State of Colorado, Department of Homeland Security and Emergency Management, 9195 East Mineral Ave., Suite 200, Centennial, CO 80112, or such other person or agency as the State might hereafter designate in a signed writing and in accordance with this section 13.

13.2 Notices to the City shall be sent (by U.S. Postal Service) to the: City of Pueblo, Information Technology Department, 200 South Main Street, Pueblo, CO 81003 with a copy to the City of Pueblo, Law Department, 1 City Hall Place, Pueblo, CO 81003.

14. Waivers

Any waiver at any time by a Party of its rights with respect to a default, or any other matter arising under or in connection with this MOU, shall not be deemed to be a waiver with respect to any subsequent default or matter.

15. Binding Obligations

All of the obligations set forth in this MOU shall bind the Parties and their successors, and such obligations shall run with the Parties' rights, titles, interests, and with all of the interests of each Party to this MOU.

16. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this MOU to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this MOU.

17. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

18. PROHIBITED TERMS.

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

19. Effect of Section Headings

Section heading titles appearing in this MOU are inserted for convenience only and shall not be construed as interpretations of text.

20. Governing Law

This MOU shall be construed and interpreted in accordance with the laws of the State of Colorado.

THE PARTIES HERETO HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING

Persons signing for the Parties hereby swear and affirm that they are authorized to act on their behalf, and acknowledge that the Parties are relying on their representations to that effect.

CITY of PUEBLO By: Heather Graham Title: Mayor _____ Signature Date: _____ ATTESTED BY: _____ City Clerk	OFFICE of PUBLIC SAFETY COMMUNICATIONS Peter Bangas, Director _____ By: Peter Bangas Date: _____
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Exhibit A

City of Pueblo Sites:

WALKING STICK COMMUNICATIONS SITE
GOAT HILL COMMUNICATIONS SITE
JACKSON HILL COMMUNICATIONS SITE
CITY of PUEBLO - POLICE DISPATCH CENTER

A. At the above-named City of Pueblo Sites, the City shall:

1. Provide space, as allowed, on the City owned tower for installation of State microwave dish antennas, linear antennas, GPS antennas, cabling, waveguide, and mounting hardware associated with the operation of the public safety communications networks. In consideration of forecasted growth of the City and in an effort to best support public safety communications to the highest degree possible, there does exist a potential need to add a linear antenna to each of the City tower Sites to support the addition of DTR resources. State will meet with the City to reach mutual agreement on the addition and placement of the linear antenna prior to installation, where final approval is within sole discretion of the City.
2. Provide space, as allowed, in or on the City owned buildings for necessary State public safety radio and/or microwave equipment, as agreed upon by both Parties. Original design of the public safety system in the City includes the existing equipment. Existing equipment includes three (3) racks of electronic equipment supporting the Land Mobile Radio (LMR) system, one (1) rack of microwave radio equipment, and one (1) rack containing the -48V rectifier and batteries. The State engineering team forecasts a need to add DTRS channel capacity to one or more of the City Sites to accommodate future growth. The added capacity at the Site or Sites will require additional floor space for the installation of one (1) rack of LMR equipment to accommodate the future growth and limit DTR System resource overload, creating a possible interruption in system availability for public safety/first responders. State and City shall work cooperatively to determine where the additional rack shall be located and installed, where final approval is within sole discretion of the City.
3. Maintain tower and equipment building to industry standards.
4. For the ultimate protection of the public safety communications network and the public safety/first responders being provided mission critical service from these Sites, the State shall be consulted in the review of any plans for future third party tenants desiring to occupy building or tower space at the Sites. Following review of the proposed addition of equipment or antennas at the Sites, the state shall provide to the City no later than thirty (30) days, to a designated representative or City dispatch, followed up in writing, any concerns for physical security risk, interference, capacity, installation, and grounding issues that could put the public safety communications systems at risk for damage, interference, or other interruption in mission critical communications. Following City's receipt of State's written

concerns, City and State shall jointly address concerns and arrive at mutual agreement for the ultimate protection of the public safety communications systems.

5. To the extent allowed by law, the City shall include a provision in all future tenant contracts at the Site(s) and tower structures making each and every new tenant liable for damages it may cause to equipment, antennas, cabling, etc. belonging to either of the Parties.
 6. Maintain and keep current all lease and easement agreements with landowners, if applicable. In the event any lease or easement agreement is allowed to expire or otherwise be terminated, or if lease or easement costs are assessed due to State's occupancy and use of the Site and those costs are passed onto the State, the State reserves the unconditional right to remove state owned equipment and terminate this MOU upon one-hundred-eighty (180) days written notice.
 7. Make notice to landowners, if applicable, of City permissions granted to State OPSC employees, agents and representatives to have access to the Sites for purposes of maintaining public safety communications equipment for the shared use of City public safety agencies.
 8. Upon forty-eight (48) hours prior notice, permit State OPSC employees, agents and representatives as needed access to the Site for repair and maintenance of public safety equipment, weather and safety permitting. City and State shall work together to provide State efficient access to the Sites based on the specific Site requirements. Should a State representative be unable to contact a City IT representative, they may contact City IT management or Police Dispatch to facilitate the emergency repair.
 9. Support routine and ongoing maintenance and repair of the building and air conditioning equipment to ensure its reliability.
 10. Provide electric utilities to power and sustain the equipment at the Site.
 11. Maintain its own radios and associated equipment.
 12. Provide, sustain, and maintain backup power to continuously support all public safety communications equipment in the event of a commercial power outage, which includes a backup generator, fuel, spares, and repair parts.
- B. At the City of Pueblo Sites, the State shall:
1. Be responsible for ensuring its equipment will not compromise the Site or the tower structure in any way. The State will immediately correct any issues made known to the State by the City.
 2. Repair any damage to the Site or tower structure resulting from installation or disrepair of State owned equipment. The State reserves the right to request pre-installation and post-installation inspections of the tower to protect the State from future claims of damage to the Site or tower structure caused by another tenant.

3. Install, operate, maintain, monitor and manage all State-owned associated equipment, including all radios, antennas and ancillary equipment, related to the State public safety land mobile radio and microwave networks.
4. Telephone the City of Pueblo Police Dispatch Center at 719-553-2502 as soon as a need to enter the site is apparent and imminent. The PD Dispatch Center may dispatch a City of Pueblo Radio Shop technician to the applicable Site.
5. Adhere to security policies set forth by the City for access to the Site.

Exhibit B

State owned equipment on towers at the City of Pueblo Sites

City of Pueblo Police Dispatch Center

RFS SC3-W100A, 3.28' Diameter, 10-11.7 GHz Microwave dish facing San Carlos State Hospital, Wall Mounted ~8' above roof top level.

RFS SC3-W100A, 3.28' Diameter, 10-11.7 GHz Microwave dish facing Goat Hill, Wall Mounted ~7' above roof top level.

Goat Hill

RFS SC3-W100A, 3.28' Diameter, 10-11.7 GHz Microwave dish facing Pueblo County ESC, tower mounted at about the 160' level.

RFS SC3-W100A, 3.28' Diameter, 10-11.7 GHz Microwave dish facing Pueblo PD Dispatch, tower mounted at about the 75' level.

DTR Tx and Rx antennas, 2 - Sinclair model SC476-HF1LDF (D00), 6dBm Gain, 3.5 diameter x 84" length.

Walking Stick

RFS SC3-W100A, 3.28' Diameter, 10-11.7 GHz Microwave dish facing San Carlos State Hospital, tower mounted at about the 80' level.

RFS SC3-W100A, 3.28' Diameter, 10-11.7 GHz Microwave dish facing CSP Pueblo Dispatch, tower mounted at about the 65' level.

DTR Tx and Rx antennas, 2 - Sinclair model SC476-HF1LDF (D00), 6dBm Gain, 3.5 diameter x 84" length.

Jackson Hill

RFS PAD6-59, 6' diameter, Lower 6 GHz microwave dish facing Pueblo Chemical Depot, tower mounted at about the 55' level.

RFS PAD6-59, 6' diameter, Lower 6 GHz microwave dish facing 12 Mile, tower mounted at about the 40' level.

DTR Tx and Rx antennas, 2 - Sinclair model SC476-HF1LDF (D00), 6dBm Gain, 3.5 diameter x 84" length.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY CONVERTING EIGHT (8) FULL-TIME VACANT FIREFIGHTER POSITIONS TO THREE (3) ASSISTANT FIRE CHIEF POSITIONS AND FIVE (5) FIRE LIEUTENANT POSITIONS WITHIN THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT

SUMMARY:

The Fire Chief, with Mayor Graham's approval requests the conversion of eight (8) full-time vacant Firefighter positions to three (3) Assistant Fire Chief positions and five (5) Fire Lieutenant positions.

The conversion of the vacancies is part of the strategy to staff the department with the addition of new Fire Station 11 and the relocation and re-build of Stations 6 and 8 in 2025. Facility changes and connected staffing changes will ultimately result in the enhancement of the Pueblo Fire Department's ability to deliver meaningful life and safety services to the community. In advance of the physical building completions, the requested staffing changes will improve firefighter safety, lesson span of control concerns and ensure a smooth transition into the modified deployment of resources resulting from the station changes.

PREVIOUS COUNCIL ACTION:

On December 11, 2023, Ordinance No. 10613 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2024.

BACKGROUND:

The Fire Department is preparing to expand the number of stations for operation in 2025. Currently the department has 10 stations, each containing an engine staffed with a minimum of 3 personnel (Fire Captain, Fire Engineer, and Emergency Medical

Officer).

The operational division consists of 3 shifts (A, B, and C) managed by one Assistant Fire Chief. The effective span of control ratio for managing personnel generally is 5-7 immediate reports (i.e. Captains), especially considering the high-intensity emergency situations fire personnel face on a regular basis. Currently subordinate staffing levels exceed the optimal span of control ratio, and the additional authorized position will help alleviate that concern given the addition of a fire station and a second truck company.

For staff safety, operational improvements, preparing for leadership continuity and transition resulting from the fire station changes, this ordinance requests that three (3) of the eight currently vacant Firefighter positions be converted to three (3) Assistant Fire Chief positions. This change will reduce the number of stations supervised by each person, address span of control concerns and ultimately increase safety.

This ordinance further requests that the remaining five (5) vacant firefighter positions be converted to five (5) Fire Lieutenant positions. The Lieutenant positions will allow for immediate supervision as the City adds a second truck company to the service area within the community. This has been a significant need for the City and community and will improve ISO (insurance) ratings.

FINANCIAL IMPLICATIONS:

There is no net change in staffing for the Fire Department because existing funded positions are being converted. No additional funding is required for the remainder of 2024 as the result of salary savings due to vacancies and unavoidable delays in promotions to higher ranks.

Current Class	Action	New Class	Annual Cost Difference*	3 months of Cost*
Firefighter	Conversion	Assistant Fire Chief	\$73,759	\$18,440
Firefighter	Conversion	Assistant Fire Chief	\$73,759	\$18,440
Firefighter	Conversion	Assistant Fire Chief	\$73,759	\$18,440
Firefighter	Conversion	Fire Lieutenant	\$44,719	\$11,179
Firefighter	Conversion	Fire Lieutenant	\$44,719	\$11,179
Firefighter	Conversion	Fire Lieutenant	\$44,719	\$11,179
Firefighter	Conversion	Fire Lieutenant	\$44,719	\$11,179
Firefighter	Conversion	Fire Lieutenant	\$44,719	\$11,179

**Cost includes salary difference for converted positions plus all related benefits (health, dental, pension, life insurance, Medicare)*

The total cost of the converted positions for the remainder of the year is approximately \$111,215 which can be covered by salary savings. This assumes promotions into the positions would occur no earlier than mid-late October 2024.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain staffing levels as they are, which is not operationally efficient and will be insufficient with the upcoming station changes.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY CONVERTING EIGHT (8) FULL-TIME VACANT FIREFIGHTER POSITIONS TO THREE (3) ASSISTANT FIRE CHIEF POSITIONS AND FIVE (5) FIRE LIEUTENANT POSITIONS WITHIN THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT

WHEREAS, it is necessary to revise staffing for the ultimate efficiency and functionality for the City of Pueblo Fire Department; NOW, THEREFORE,

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

SECTION 1.

The following section captioned "Fire" of Ordinance No. 10613, being the 2024 Staffing Ordinance, is amended as follows:

<u>Fire</u>	
Fire Chief	1
Deputy Fire Chief	2
Assistant Fire Chief	[3]6
Fire Captain	33
Fire Lieutenant	5
Emergency Medical Officer	31
Fire Engineer	36
Fire Inspector	3
Firefighter	[44]36
Administrative Technician	1
Community Risk Reduction Coordinator	1
Community Outreach Specialist	1
Senior Office Assistant	1
Total	157

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 any transactions described therein.

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2024 Budget and staffing with respect to the number and allocation of positions within the Fire Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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: September 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME FIRE LIEUTENANT POSITION TO THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT

SUMMARY:

The Fire Chief, with Mayor Graham's approval requests the addition of one Fire Lieutenant to the authorized staffing of the Fire Department.

This ordinance finalizes initial staffing changes necessitated by the addition of the new Fire Station 11 and the relocation and re-build of Stations 6 and 8 in 2025. Facility changes and the connected staffing changes will ultimately result in the enhancement of the Pueblo Fire Department's ability to deliver meaningful life and safety services to the community. In advance of the physical building completions, the requested staffing changes will improve firefighter safety, lesson span of control concerns and ensure a smooth transition into the modified deployment of resources resulting from the station changes.

In a previous ordinance, the conversion of vacant Firefighter positions was requested, five of which were to Fire Lieutenant. With no additional vacancies available at this time to convert, it is requested that one additional Fire Lieutenant be added to the staffing to allow for Lieutenant coverage on all three shifts of the Fire Department staffing schedule.

PREVIOUS COUNCIL ACTION:

On December 11, 2023, Ordinance No. 10613 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2024.

BACKGROUND:

The Fire Department is preparing to expand the number of stations for operation in 2025. Currently the department has 10 stations, each containing an engine staffed with a minimum of 3 personnel (Fire Captain, Fire Engineer, and Emergency Medical Officer).

The operational division consists of 3 shifts (A, B, and C) managed by one Assistant Fire Chief. The effective span of control ratio for managing personnel generally is 5-7 immediate reports (i.e. Captains), especially considering the high-intensity emergency situations fire personnel face on a regular basis. Currently subordinate staffing levels exceed the optimal span of control ratio, and the additional authorized position will help alleviate that concern given the addition of a fire station and a second truck company.

For staff safety, operational improvements, preparing for leadership continuity and transition resulting from the fire station changes this ordinance requests that one (1) additional Fire Lieutenant be added to the department staffing for 2024. The addition of one (1) Lieutenant position will allow for immediate supervision of the third uncovered shift as the City adds a second truck company to the service area within the community. This has been a significant need for the City and community and will improve ISO (insurance) ratings.

FINANCIAL IMPLICATIONS:

This change results in one full-time position being added to the department. No additional funding is required for the remainder of 2024 as the result of salary savings due to vacancies and unavoidable delays in promotions to higher ranks.

The total cost to add one Fire Lieutenant to staffing is approximately \$143,890 which includes salary and all benefits to include health, dental and life insurance, pension costs and Medicare contributions for an entire year.

The total cost for the additional position for the remainder of the 2024 year is approximately \$35,973 (3 months of salary and benefits) which can be covered by existing salary savings. This assumes promotion into the position would occur no earlier than mid-late October 2024.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain staffing levels as they are, which is not operationally efficient and will be insufficient with the upcoming station changes.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2024
STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME FIRE
LIEUTENANT POSITION TO THE AUTHORIZED STAFFING OF
THE FIRE DEPARTMENT

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for the City of Pueblo Fire Department; NOW, THEREFORE,

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

SECTION 1.

The following section captioned "Fire" of Ordinance No. 10613, being the 2024 Staffing Ordinance, is amended as follows:

Fire

Fire Chief	1
Deputy Fire Chief	2
Assistant Fire Chief	6
Fire Captain	33
Fire Lieutenant	5 6
Emergency Medical Officer	31
Fire Engineer	36
Fire Inspector	3
Firefighter	36
Administrative Technician	1
Community Risk Reduction Coordinator	1
Community Outreach Specialist	1
Senior Office Assistant	1
Total	157 158

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 any transactions described therein.

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2024 Budget and staffing with respect to the number and allocation of positions within the Fire Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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: September 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO STATE PATROL, "BATTLE", BEATING AUTO THEFT THROUGH LAW ENFORCEMENT TEAM

SUMMARY:

City Council last approved a 3-year MOU with the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) on June 28, 2021. The 3-year MOU's terms expired on June 30, 2024. On July 1, 2024, the Pueblo Police Department was awarded \$130,000.00 in funds for supplies and operating expenses as well as overtime costs associated with auto theft investigation and enforcement which has already received council approval. Attached is a Memorandum of Understanding (MOU) that will allow the Police Department to participate in statewide BATTLE operations. This Ordinance approves the MOU.

PREVIOUS COUNCIL ACTION:

City Council has approved ordinances in the past entering into Memorandums of Understanding with BATTLE.

BACKGROUND:

Each year since July 2009, the City of Pueblo and Pueblo Police Department have accepted Colorado auto theft grant funds. The total funds are disbursed by CATPA and are shared among several different law enforcement agencies in Colorado. An MOU formalizes the relationship between the various participating agencies.

The BATTLE multi-jurisdictional task force focuses on the prevention and reduction of motor vehicle thefts as well as the identification, investigation, location of stolen motor vehicles, and apprehension of suspects. The task force works to increase the number of stolen vehicles recovered, offenders arrested, and decrease vehicle thefts. The agencies accomplish this through educational and intelligence-led enforcement efforts

throughout participating jurisdictions with task force members sharing information amongst each other and any other requesting agency.

FINANCIAL IMPLICATIONS:

The City of Pueblo, Pueblo Police Department, will be reimbursed up to \$130,000.00 in overtime expenses by approving the MOU.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council may decline the MOU. If that occurs, the Police Department cannot be reimbursed from CATPA funds for overtime costs and will not be able to participate in statewide BATTLE operations for this program.

RECOMMENDATION:

The Police Department recommends approval of the Ordinance.

ATTACHMENTS:

1. BATTLE MOU FY 24 TO 27

ORDINANCE NO.

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO STATE PATROL, "BATTLE", BEATING AUTO THEFT THROUGH LAW ENFORCEMENT TEAM

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to approve Memorandums of Understanding, and to enter into agreements relating thereto; and

WHEREAS, City Council approved a grant agreement with the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) on August 19th, 2024, which awarded an initial award of \$130,000.00.00 in grant funds from the Colorado Auto Theft Prevention Authority (CATPA) for the 2024 grant year upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the MOU for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare and safety of the citizens of the City, NOW, THEREFORE,

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

SECTION 1.

The Memorandum of Understanding, a true copy of which is attached hereto and incorporated herein, is hereby accepted and approved in accordance with its terms and conditions.

SECTION 2.

The Memorandum of Understanding, having been approved as to form by the City Attorney, is hereby approved and accepted. The Mayor is authorized to execute the Memorandum of Understanding in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

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 the policies and procedures described herein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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

MEMORANDUM of UNDERSTANDING

Beat Auto Theft Through Law Enforcement

This Memorandum of Understanding (MOU) is entered into by the Sheriff, Chief, or Law Enforcement Agency Director (or designee) of the agencies who subsequently agree to the terms of this MOU.

Purpose:

The purpose of this MOU is to outline the overall mission of the Beat Auto Theft Through Law Enforcement Team (BATTLE) and delineate the responsibilities between the participating member agencies and any additional agencies that have agreed to this MOU.

This MOU will formalize the relationship between participating agencies for policy guidance, planning, training, public relations, and media relations to maximize interagency cooperation. This will also create a cohesive unit capable of addressing the organized auto theft problem facing Colorado law enforcement agencies.

Each participating agency agrees to deploy its law enforcement personnel and/or equipment for conducting both overt and covert investigations aimed at apprehending criminals, particularly those with a nexus to auto theft and related crimes, as well as organizations responsible for multiple motor vehicle thefts, chop shops, and the fencing of stolen motor vehicles and/or motor vehicle parts.

This MOU provides functions or services, including the sharing of services or functions by political subdivisions of the State of Colorado, specifically authorized by CRS 29-1-203.

In addition, this MOU sets forth the intent of the signatories to participate in BATTLE.

Mission:

The mission of BATTLE is to thoroughly investigate reported auto theft crimes and auto theft-related crimes, apprehend criminals, recover property, and proactively prevent auto theft by utilizing:

- A multi-jurisdictional approach
- An alignment of partnership goals
- Innovative intelligence-led investigative techniques
- Agency collaboration and information sharing
- Data collection and analysis
- Community education and involvement
- Prosecutorial partnership within the judicial districts

Participation:

BATTLE is a part-time initiative designed to facilitate complex vehicle crime investigations. It is not intended to be a full-time task force requiring the assignment of personnel.

BATTLE will be activated when a member agency has a multi-jurisdictional auto theft investigation and requires additional personnel to properly investigate the case. Agencies requesting activation of BATTLE must be able to assign a minimum of one investigator or detective to participate in BATTLE operations. That investigator or detective will serve as the case agent for the operation. The requesting agency may provide a supervisor for the operation for

the purpose of operational plan review.

BATTLE also utilizes proactive deployments to concentrate on operations aimed at locating stolen vehicles, identifying and apprehending suspects, and gathering intelligence and evidence for future investigations

BATTLE task forces will be regionalized into five areas. BATTLE South, BATTLE North, BATTLE West, BATTLE East, and BATTLE Southwest. Member agencies will be a partner in one of these five regional task forces.

Regional quarterly meetings will be held with the agency heads or designees who are expected to serve in an advisory role to the task force. At these meetings, the BATTLE Commander or designee will provide information on investigations within the previous quarter. The BATTLE Commander will also lead a discussion about investigative and arrest tactics being used and any new tactics being considered. The Regional BATTLE Coordinator will provide information on all training within the last quarter and equipment status and needs. Such briefings will also serve as a forum to address any issues of mutual concern to the participating agencies or provide guidance to the BATTLE Commander and Regional BATTLE Coordinator.

Supervision:

When multiple supervisors are participating in a BATTLE operation, only one predetermined supervisor will provide field supervision during the operational period including search and arrest warrant execution. Selection of that supervisor will be at the discretion of the BATTLE Commander. Operational plan review shall be conducted by the BATTLE Commander and may be reviewed by the Regional BATTLE Coordinator. Final approval or disapproval of the plan resides with the BATTLE Commander.

Composition:

BATTLE will consist of a combined law enforcement body from the participating agencies with the Colorado State Patrol as the lead agency. In addition, any additional participating agency that subsequently agrees to the terms of this MOU will support BATTLE. Each participating agency agrees to provide personnel to allow BATTLE to accomplish its mission.

Specific control of BATTLE members shall be retained by the respective parent agency head or designee, who will be kept informed of all investigative developments by their respective subordinates.

The Colorado State Patrol is the lead agency in BATTLE. The Captain of the Colorado State Patrol's Investigative Services Section will act as the BATTLE Commander. The Colorado State Patrol will assign a Chief Financial Officer for BATTLE.

The Regional BATTLE Coordinator will be a CSP Investigative Services Section Sergeant, or other designated supervisor, as assigned by the BATTLE Commander. The Regional BATTLE Coordinator will have field supervisory responsibility for all team members during BATTLE activities and will ensure that BATTLE Operational Guidelines are followed. The Regional BATTLE Coordinator will ensure that the regional BATTLE task force has the equipment, training, and support necessary to carry out its mission.

The Colorado Attorney General's Office will serve as legal advisor to BATTLE.

Liability:

Each participating agency acknowledges that applicable Colorado State laws govern liability for its employees while they are participating as a member of BATTLE. Liability for individual

BATTLE members are the sole responsibility of each of the participating agencies or employees, and none of the agencies or employees waives or limits the benefits or protections afforded by the Colorado Governmental Immunity Act C.R.S. 24-10-101 *et seq* and Article XI of the Colorado Constitution. Liability shall not be the responsibility of BATTLE. Participating agencies and individual BATTLE members agree they will not be responsible or liable for acts performed by personnel of other member agencies while performing BATTLE activities.

Each participating agency will be provided with a copy of the Operational Guidelines for BATTLE. Each BATTLE member will be required to follow the rules and regulations of their parent agencies unless BATTLE guidelines are stricter. In the event of any conflict between any provision of this MOU and the Operational Guidelines, the provisions of this MOU shall control and prevail.

Each participating member remains an employee of their parent agency and each agency is responsible for salary, worker's compensation, and other benefits afforded their agency members.

Salary/Overtime:

The Colorado State Patrol will issue purchase orders that authorize the reimbursement of overtime incurred in furtherance of BATTLE objectives as outlined in the BATTLE Operational Guidelines. Overtime reimbursement is based on, and limited by, grant allocations.

Assignment of Cases:

All cases assigned or developed will be jointly investigated by BATTLE. The development of operational teams within BATTLE may be necessary to effectively accomplish the mission. Such teams will consist of a BATTLE member from the requesting agency and a Colorado State Patrol investigator and any additional detectives or investigators as needed.

The parties agree to work within the multi-jurisdictional spirit of the Colorado Auto Theft Prevention Authority (CATPA) legislation. All law enforcement actions will be coordinated and cooperatively carried out.

Deconfliction:

Use of the Regional Information Sharing Systems (RISSafe) Watch Center is mandatory for BATTLE operations to avoid conflicts with another agency or task force operation.

Records:

All BATTLE investigative records will be maintained in a secure location by the initiating agency which is the custodian of record. Copies of all documents generated by BATTLE with respect to an investigation shall be provided to the BATTLE Commander or his/her designee unless prohibited by that agency's regulations and/or applicable State or Federal law.

Classified information and/or documents containing information that identifies or tends to identify a BATTLE informant shall be maintained by the initiating agency in accordance with that agency's policies regarding intelligence and confidential informant handling.

Prosecutions:

The investigator, supervisor, appropriate district attorney, and the Colorado Attorney General's Office liaison will make a determination, on a case-by-case basis, whether a specific BATTLE investigation should be filed with the local district attorney or the State Attorney General's Office. The determination will be made at the earliest possible time based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of BATTLE.

Incidents involving Team Members:

Should a BATTLE member be involved in a “critical incident” (deadly force encounter) relating to and in the scope of BATTLE duties, established critical incident teams will be utilized. Investigation of critical incidents that occur in areas without a critical incident team will be investigated by the agency having jurisdiction. Investigative assistance may be requested from the Colorado Bureau of Investigation as needed. The agency of the member involved in the incident will be responsible for conducting their own internal investigation.

Should BATTLE members from more than one agency become involved in an incident, participating agencies in this MOU agree to conduct independent investigations unless it is cooperatively determined by the appropriate supervisor(s) that a joint investigation would be in the best interest of the agencies involved.

However, if the agencies involved in an incident agree to conduct their own investigation, each agency agrees it will conduct its respective investigation in a manner that doesn’t interfere with or hamper the investigation(s) of any other agency(s).

The primary BATTLE supervisor will notify the parent agency supervisor in any instance of a complaint against a BATTLE member arising from BATTLE duties. The parent agency is solely responsible for administrative investigations and complaint resolution for their employee and any disciplinary or corrective action will be the prerogative of the member’s agency.

Investigative Methods:

The majority of BATTLE cases will be prosecuted at the State level. Therefore, BATTLE participants agree to conform to State standards concerning the collection, processing, and storage of evidence and electronic surveillance. In addition, the use of other investigative methods (i.e. search warrants and intercepts of oral communication) and reporting procedures in connection therewith will be consistent with the policies and procedures of the State of Colorado and each participating agency. Evidence will be maintained and processed by the initiating agency under that agency’s established guidelines.

Specialized Equipment and Tactics:

Member agencies participating in the Beat Auto Theft Through Law Enforcement team (BATTLE) are authorized to utilize specialized equipment and employ tactical strategies in the pursuit of their objectives, provided that personnel using such equipment or tactics have undergone appropriate training and certification. Additionally, each participating agency is required to establish and adhere to a comprehensive policy governing the use of specialized equipment and tactics within their respective jurisdictions. This ensures that all operations conducted by BATTLE maintain the highest standards of safety, effectiveness, and adherence to legal protocols. The use of any specialized equipment or tactics shall be approved by the Regional BATTLE Coordinator or operational supervisor.

Automated License Plate Readers

Member agencies participating in the Beat Auto Theft Through Law Enforcement team (BATTLE) may choose to work with any ALPR vendor. If the ALPR vendor selected has a signed vendor hotlist agreement with the Colorado State Patrol (CSP), then CSP can send the hotlist to the ALPR vendor on the agency's behalf. ALPR vendors will not be able to obtain the hotlist from CBI absent a hotlist agreement with a law enforcement agency. Therefore, ALPR vendors that do not have a vendor hotlist agreement with CSP will require the member agency to facilitate that connection.

Undercover Operations:

All BATTLE operations will be conducted and reviewed in accordance with BATTLE Operational Guidelines and applicable State and Federal laws.

Officer safety is a top priority with multi-jurisdictional task forces. In the planning and execution of an undercover operation, first priority should be given to the safety of ALL persons, second priority to the security of the official funds, and third priority to the attainment of the investigative objective.

All investigators will have available with them the following equipment:

- Attire with Police, Agent, Sheriff, or Trooper Markings
- Department-approved firearm
- Flashlight
- Handcuffs
- Soft body armor
- Radio
- Cellphone
- Body-worn camera

BATTLE members will support each other's jurisdictional boundaries. When an ongoing investigation crosses jurisdictional boundaries, the initiating BATTLE member or BATTLE supervisor will communicate with a task force officer or other responsible member of the home agency to share information and intelligence, as well as work jointly to complete the investigation if warranted.

Informants:

Informant handling and documentation will be conducted in accordance with the initiating agency's policy. Informants will need to be registered with BATTLE and obtain a BATTLE number for tracking purposes.

No documents will be prepared or disseminated outside BATTLE that would identify or tend to identify an informant. When possible, the informant will be referred to by a code name or number so as not to reveal his/her identity.

If any information on a confidential informant (CI) becomes the subject of a discovery motion or court order in any State, Federal, or Local proceeding, all participating agencies agree that they will notify each other prior to disclosure. Each agency will attempt to protect the interests of the other participating agencies in addition to its own interests and those of the CI.

Each agency's designated supervisor for CIs will oversee all aspects of informant development, control, and management in furtherance of BATTLE investigations.

Vehicles:

All participating agencies agree to supply their members with a vehicle for use by their employees. Vehicles will only be driven by members of the parent agency, except in an emergency. The participating agency shall be responsible for expenses related to the operation and repair of that agency's vehicle.

Property:

Property and equipment of BATTLE will be properly maintained and cared for by BATTLE members. All capital equipment, defined as an item purchased at \$5,000 or more using funds

under a CATPA grant, must be inventoried prior to August 1 of each year. Any new capital equipment purchased under the conditions of this grant project shall be added to the inventory and submitted to the Regional BATTLE Coordinator upon receipt. Capital equipment becomes the property of the recipient agency and remains in its possession so long as it continues to be used for auto theft prevention activities in support of BATTLE and CATPA. All property and equipment shall be inventoried at least once per year by the Regional BATTLE Coordinator and said inventory reported to the BATTLE Commander prior to August 1 of each year.

Training:

Training for BATTLE members will be conducted quarterly. All BATTLE members must complete each quarterly training. Any deviation from this requirement must be approved by the BATTLE Commander and placed in the grant file. A Training Planning Report and lesson plan will be distributed prior to the training by each Regional BATTLE Coordinator or his/her designee. Once the training has been completed, the Regional BATTLE Coordinator or his/her designee will complete a Training Evaluation Report and submit the report to the BATTLE Commander within 15 days of the completion of the training.

At least one member from each agency that receives BATTLE funding must attend a minimum of six (6) of the twelve (12) monthly CATI meetings per year. The attendance may be in person or via weblink.

Media Relations:

The BATTLE Commander or his/her designee has the responsibility to coordinate the release of information to the news media and to the public through the Public Information Officer of the involved jurisdiction and the Colorado State Patrol Public Affairs Section.

Media inquiries made to individual participating agencies shall be referred to the BATTLE Commander. At major crime scenes or following major incidents, the BATTLE Commander or designee will coordinate with the Public Information Officer of the jurisdiction(s) involved to ensure appropriate and accurate news releases are made. The BATTLE Commander or designee will ensure that each member agency receives equal public recognition for publicized BATTLE operations.

Duration:

The term of this MOU is for three fiscal years beginning on July 1, 2024, and ending on June 30, 2027, or until the MOU is terminated by one of the parties, whichever occurs sooner. Any participating agency may withdraw from BATTLE at any time by written notification to the BATTLE Commander at least 30 days prior to withdrawal. Upon termination of the MOU, all equipment provided to a participating agency by BATTLE will be returned to BATTLE.

Modification:

This MOU, together with all exhibits attached hereto, constitutes the entire MOU between the agencies hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This MOU may be modified at any time by written consent of all participating agencies through the BATTLE Commander. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

Forfeitures:

The processing of seized assets for forfeiture obtained during BATTLE operations will be the responsibility of the agency filing the criminal case. Asset forfeitures will be conducted in

accordance with rules and regulations set forth by the Federal government and/or the State of Colorado and BATTLE Operational Guidelines. Participating agencies agree to recommend that any recoverable forfeiture, attributable to a BATTLE investigation, may be transferred to the Colorado Auto Theft Prevention Authority under the guidelines established in C.R.S. 42-5-112 (4)(a), and in compliance with the Colorado Civil Forfeiture Statute, C.R.S. 16-13-311 et seq.

Specific Requirements:

Participating agencies will have at least one representative participate in the annual kick-off meeting and each quarterly briefing scheduled during the task force operational period.

Participating agencies will provide the Regional BATTLE Coordinator with information for their point of contact person. If the participating agency's point of contact changes, that agency will provide new point of contact information to the Regional BATTLE Coordinator within two weeks of the change. The Regional BATTLE Coordinator will then make notice of the change to the BATTLE Commander.

Participating agencies will be provided an electronic, monthly reporting template to capture BATTLE-related statistics. Participating agencies will provide the Regional BATTLE Coordinator with a completed monthly report, by the 15th day of the month following the reporting month. A total of twelve (12) monthly reports shall be provided to the Regional BATTLE Coordinator in this manner during the grant period. The Regional BATTLE Coordinator will then forward each monthly report to the BATTLE Commander.

Miscellaneous Provisions:

It is specifically agreed among the agencies that this MOU is not intended by any of its terms, provisions, or conditions to create in the public or in any individual member of the public a third-party beneficiary relationship or to authorize any person not a party to this MOU to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this MOU.

The headings of the several articles and sections of this MOU are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this MOU and shall not be construed to affect in any manner the terms and provisions or the interpretation or construction of the MOU.

This Memorandum of Understanding may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together, shall constitute one instrument.

The agencies represent or warrant to each other that they have all the necessary authority to enter into this MOU and to perform their obligations hereunder.

Participating Agency signature(s)

By signing this Memorandum of Understanding your agency agrees to conditions set forth in the memorandum and the Operational Guidelines for the Beat Auto Theft Through Law Enforcement Team.

Agency

Please print Agency Name

Name
Authorized Signature
Date: _____

Lieutenant Colonel Joshua Downing
Colorado State Patrol
Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF \$76,000, FROM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025, ESTABLISHING PROJECT NUMBER PS2408, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2408, AND AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME

SUMMARY:

The Colorado Department of Transportation (CDOT) has informed the Pueblo Police Department that funds are available for "A Step Towards Reducing Traffic Fatalities" grant. The term of this grant covers the period from October 1, 2024 through September 30, 2025.

PREVIOUS COUNCIL ACTION:

Previous grants of this nature have routinely been approved City Council each year.

BACKGROUND:

This grant, if approved, will allow the Pueblo Police Department to increase its efforts in speed enforcement. The Police Department anticipates that a continued enforcement presence will be needed to have a long-lasting impact on those who fail to abide by posted speed limits. The Police Department has responded to many serious injury or fatal accidents where speed is a factor and CDOT funding will allow the dedication of full-time officers to address these issues.

FINANCIAL IMPLICATIONS:

This grant will require staff time for project management and reporting. This grant also

pays 100% of eligible expenses and requires no grant match. Costs associated with this grant will be paid for through the Public Safety Grant fund.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Decline the CDOT Grant offer.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. FFY25 PPD NTP letter
2. Pre Award

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF \$76,000, FROM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025, ESTABLISHING PROJECT NUMBER PS2408, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2408, AND AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept funding from the State of Colorado Department of Transportation ("CDOT") for public and municipal purposes; and

WHEREAS, the Colorado Department of Transportation has tendered a Pre-Award Letter, and Notice to Proceed Letter (the "Grant Award") for the 2024-2025 "A Step Towards Reducing Traffic Fatalities" Speed Enforcement funding in an initial amount of \$76,000 upon conditions recited therein or incorporated herein by reference; and

WHEREAS, CDOT has made additional awards of funds in the past under previous grant awards and the Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by CDOT; and

WHEREAS, acceptance of the funding for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The Grant Award between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado Department of Transportation for the 2024-2025 "A Step Towards Reducing Traffic Fatalities" grant, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor is hereby authorized to execute any associated document in the name of and on behalf of the City, and the City Clerk shall affix the Seal of the City to said documents and attest the same.

SECTION 3.

The Police Department is empowered to apply for and accept additional grant awards pursuant to this Grant Award as those funds are made available by the State of Colorado.

SECTION 4.

Project Number PS2408 is hereby established in the Public Safety Grants Fund. All current and future funds accepted under this ordinance shall be budgeted and appropriated into Project Number PS2408 by the Finance Department. Said funds shall only be expended and

used for this project.

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 to effectuate the policies and procedures described herein.

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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



COLORADO

Department of Transportation

Office of Transportation
Safety & Risk Management
2829 W. Howard Place
Denver, CO 80204-2305

NOTICE TO PROCEED

Agency Name: Pueblo Police Department

Agency's UEI #: NJK3BNUDRHJ7

Grantee's Address: 200 S. Main St. Pueblo, CO, 81003

Status: Active Expiration Date: 10/24/2024

Agency Project Manager: Sgt. M. Sincerbox

Project Description: "Reducing Fatal Crashes through Speed Enforcement"

WBS #: 2025NHTSA402.0204

Federal Award Identification # (FAIN) FY23: 69A37523300004020CO0

Federal Funding Estimated Amount: \$1,873,283

Federal Award Identification # (FAIN) FY23: 69A3752330SUP4020CO0

Federal Funding Estimated Amount: \$362,435

Federal Award Identification # (FAIN) FY24: 69A37524300004020CO0

Federal Funding Estimated Amount: \$6,321,663

Federal Award Identification # (FAIN) FY24: 69A3752430SUP4020CO0

Federal Funding Estimated Amount: \$337,553

Award Date: October 1, 2024

Assistance Listing (CFDA)# and Name: 20.600 Section 402 - State and Community Highway Safety

Federal Awarding Agency: US Department of Transportation (National Highway Traffic Safety Administration (NHTSA)/Federal Regional Contact: Gina Espinosa-Salcedo)

Your Agency's approved Budget Amount: \$76,000.00

Indirect Cost Rate: N/A

Match or cost sharing amount: N/A

Research and Development Award: No

Period of Performance start and end dates: 10/1/24-9/30/25

Budget Period start and end dates: 10/1/24-9/30/25



Sgt. Sincerbox,

I am pleased to inform you that the **Purchase Order #411038790** between CDOT, Office of Transportation Safety (OTS) and **the Pueblo Police Department** has been completed in the amount of **\$76,000.00**. These funds are encumbered & obligated to your program, effective October 1, 2024, through September 30, 2025.

An electronic copy of the **Purchase Order** is being emailed to you. If during the course of this grant year you find a need for a modification of your funded dollars or program activities, please contact me for a grant modification form. When submitted it will be reviewed; CDOT's decision will be returned in 10 days.

Please review the attached Award Notification containing General Terms & Conditions associated with receiving Federal dollars, which is attached with this mailing.

Please let me know if you have questions.

Regards,

Jim Bath

Jim Bath
CDOT Program Manager

Date: Not in effect until on or after October 1, 2024





COLORADO

Department of Transportation

Office of Transportation
Safety & Risk Management

May 3, 2024

Agency/Organization: Pueblo Police Department

Name: Sgt. M. Sincerbox

Address: 200 S. Main St. Pueblo, CO, 81003

Re: Application Renewal for Federal Fiscal Year 2025
Reducing Fatal Crashes through Speed Enforcement
in the amount of \$76,000.00

Dear Name: Sgt. Sincerbox,

The Colorado Department of Transportation (CDOT), Office of Transportation Safety (OTS), Highway Safety Office (HSO) would like to thank you for your dedication and interest in improving traffic safety in your community. The HSO is pleased to inform you that your application is tentatively approved for the amount referenced above. Final authorization of the award amount is contingent upon the National Highway Traffic Safety Administration's approval of the FY25 Colorado Annual Grant Application.

This letter does not constitute a contract or a Notice to Proceed. This letter does not authorize any reimbursable activity or expenditures until an action plan is negotiated, developed, and approved and a grant agreement/amendment or purchase order is issued. The awarded amount is also dependent on funds being appropriated at the federal level and becoming available to CDOT.

If your budget includes Out of State travel, please work with your Program Manager to determine if there is sufficient detail for the training/conference to be attended. This is to ensure the training/conference is 100% traffic safety related and therefore an allowable expense.

Please note that for the FY26 renewal cycle the requested budget will be required to remain within 10% of the FY25 budgets or remain within the Purchase Order funding limit for the 3 Year funding cycle.

Please feel free to contact me at jimmy.bath@state.co.us to discuss potential modifications and special conditions that may be associated with your contract or purchase order. Thank you for your commitment toward improving traffic safety.

Sincerely,

Jim Bath

Program Manager





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 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 AN AGREEMENT TO PURCHASE AND SALE OF REAL ESTATE BETWEEN THE BISHOP OF PUEBLO, A CORPORATION SOLE, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE PURCHASE OF EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES IN THE AMOUNT OF \$120,000.00 TO BE PAID FROM PROJECT NO. CI2113 – AMERICAN RESCUE PLAN ACT, AS AUTHORIZED BY SECTION 603(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance approves an agreement for the purchase and sale of EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES from The Bishop of Pueblo to the City of Pueblo and authorizes the payment of \$120,000.00 in American Rescue Plan Act (“ARPA”) funds to complete the acquisition.

PREVIOUS COUNCIL ACTION:

On May 17, 2021, City Council approved Ordinance No. 9931, which established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act (“ARPA”) for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024, to be expended by December 31, 2026.

On February 12, 2024, City Council approved Resolution No. 15498, which authorized payment of \$180,000.00 from Project No. CI2113 – American Rescue Plan Act, for the purposes of purchasing the property known as 2701 East 12th Street, Pueblo, CO, performing certain property boundary changes, performing certain improvements, and

authorizing the Mayor to execute any required documents.

BACKGROUND:

The City of Pueblo and the Diocese of Pueblo entered into a Lease Agreement in January 2004 for a five-year period ending December 31, 2008, for use of the area adjacent to St. Anne's Church (2701 East 12th Street) as a recreation area, park, and playground. The park includes a softball field, restroom, and a playground. The City constructed additional improvements at the park in 2016 and 2017 with Community Development Block Grant Funds from the U.S. Department of Housing and Urban Development, further requiring the public improvements to be dedicated to a public purpose through 2028.

On January 1, 2018, the terms of the Lease allowed for automatic month-to-month renewal. In early 2023, the Diocese decided to sell St. Anne's Park to the City. Amendment No. 2 was approved on February 17, 2023, which extended the Lease Agreement until such time as the real property could be sold to the City, but no later than December 31, 2023.

FINANCIAL IMPLICATIONS:

The City completed the "Rearrangement of Property Boundaries" survey in February 2024 at a cost of approximately \$24,000. The appraised property value for the subdivided property was estimated at \$140,000. Diocese has agreed to sell the City the property for \$120,000, but the City is required to install a fence along the new property boundary and adjust the irrigation and electrical systems.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The City Council could decide not to purchase the property from the Diocese which would result in the City's recreational uses of this property to cease and ultimately require the City to remove all recreational amenities from the Diocese property.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Signed St Anne Ballfield Purchase Contract 082624
2. Plat_recorded_Eastwood Heights RPB - Exhibit A

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT TO PURCHASE AND SALE OF REAL ESTATE BETWEEN THE BISHOP OF PUEBLO, A CORPORATION SOLE, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE PURCHASE OF EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES IN THE AMOUNT OF \$120,000.00 TO BE PAID FROM PROJECT NO. CI2113 – AMERICAN RESCUE PLAN ACT, AS AUTHORIZED BY SECTION 603(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Agreement to Purchase and Sale of Real Estate (“Agreement”) between the City of Pueblo, a Municipal Corporation, and The Bishop of Pueblo, a Corporation Sole, attached hereto, is hereby approved.

SECTION 2.

Funds in the amount of \$120,000.00 are hereby authorized for payment from Project No. CI2113 – American Rescue Plan Act, for purposes of purchasing EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES.

SECTION 3.

After the Agreement is approved as to form by the Department of Law, the Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest the same.

SECTION 4.

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 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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

CONTRACT TO BUY AND SELL REAL ESTATE

THIS CONTRACT ("Agreement") is made the 19 day of August, 2024, between The Bishop of Pueblo, a Corporation Sole, 101 N Greenwood Street, Pueblo, CO 81003 (hereinafter called the "Seller"), and the City of Pueblo, a Colorado municipal corporation, 1 City Hall Place, Pueblo, CO 81003 (hereinafter called the "Buyer")

Recitals

- A. Seller is the owner of certain real property located within Pueblo County, Colorado. Said Property currently owned by Seller is in two parcels. Seller's Property is also depicted on the attached "EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES" as Parcel A and Parcel B according to the "AS PLATTED" description, a copy of which is attached hereto and incorporated herein as **Exhibit A**.
- B. The parties agree Buyer will purchase all of Pueblo County Assessor Parcel #0428303001 (Parcel B) and a portion of Pueblo County Assessor Parcel #0428304002 (Parcel A), with the Seller retaining a portion of Parcel A, as described below.
- C. The parties agree that the Property to be purchased by the Buyer is depicted on the attached "EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES" as Parcel A according to the "AS REARRANGED" description (hereinafter the "Property").
- D. The parties agree that the Seller shall retain "EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES" as Parcel B according to the "AS REARRANGED".
- E. Seller desires to sell Property as described, and Buyer desires to purchase the Property as described with mutual consideration upon the terms set forth hereinafter.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, Seller and Buyer agree as follows:

- 1. Sale and Purchase. Seller agrees to sell, and Buyer agrees to purchase the Property, together with all tenements, hereditaments, appurtenances, interests, rights, benefits easements and improvements thereunto belon to the appertaining, all of which are and shall constitute part of the Property as defined herein, on the terms and conditions set forth in this Contract.
- 2. Property Defined.
 - a. The Seller agrees to sell and convey to the Buyer, and the Buyer agrees to purchase from the Seller, all that certain plat, piece, and improved parcel of land having the following legal description (Property): Parcel A as depicted on the attached "EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES" according to the "AS REARRANGED" description containing approximately 2.83 acres (hereinafter

the "Property").

b. The Seller shall retain ownership of Parcel B as depicted on the attached "EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES" according to the "AS REARRANGED" description (containing approximately 1.23 acres).

c. The Property shall be conveyed by Special Warranty Deed ("Deed"). The Property shall be conveyed subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way and conditions of record and zoning and subdivision regulations and resolutions of the City of Pueblo, subject to satisfaction of the conditions listed in this Agreement.

d. Unless otherwise set forth, and no matter which party financed, all improvements will remain on the parcel and with the party that retains that parcel.

3. Purchase Price. Seller and Purchaser agree that the total purchase price shall be One hundred and Twenty Thousand Dollars (U.S. \$120,000.00) to be paid as provided in, and subject to, Paragraph 4 below (the "Purchase Price").

4. Payment of Purchase Price. The Purchase Price for the Property shall be payable at Closing in cash or certified funds as follows:

- a. Earnest Money. Earnest Money of \$1,000.00 shall be paid to and held by Land Title Guarantee Company of Pueblo, 503 N. Main Street, Pueblo, CO 81003 on behalf of the Buyer and the Seller according to the terms hereof.
- b. Balance. The balance of the Purchase Price of \$119,000.00 shall be paid ~~according to the next section at closing.~~

+SJB 18

5. Evidence of Title.

- a. Title Commitment and Policy. Within ten (10) days after Seller's receipt of the Survey, Seller shall order and obtain, at Seller's expense, a current commitment for extended coverage title insurance in the amount of the Purchase Price, together with legible copies of all documents listed as exceptions therein, and a current certificate of taxes due with respect to the Property, from Land Title Guarantee Company of Pueblo, 503 N. Main Street, Pueblo, CO 81003 (hereinafter "Title Company"), on the current standard form of extended ALTA Owners Policy (collectively, the "Title Commitment"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to Buyer. At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to Buyer the owner's title insurance policy referred to above (the "Title Policy"), issued by the Title Company insuring Buyer's title to the Property consistent with the Title Commitment, provided "gap" coverage, deleting the standard exceptions, endorsing over arbitration and creditors' rights exceptions, if necessary, and

subject only to taxes and assessments for the year of Closing and subsequent years, and the other matters approved by Buyer in accordance with subparagraph (c) below and any encumbrances upon the Property cause by Buyer (the "Permitted Exceptions"). At Closing, Seller shall pay the premium for the Title Policy. Buyer may obtain such other endorsements to the Title Policy as Buyer desires, at the expense of Buyer, except for endorsements obtained at Seller's cost, as provided in subparagraph (b) below. Seller shall provide such affidavits or certificates as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exception to the Title Policy.

- b. Survey. Buyer shall obtain and deliver, at Buyer's expense, to the Title Company and to Seller, a boundary and improvements survey plat contained the description of the Property and location of all improvements and encroachments thereon, including but not limited to, any improvements, fence locations, and easements (whether visible or recorded), rights of way (whether visible or recorded), and roadways adjacent to the Property, in a form sufficient to enable the Title Company to issue the Title Policy (the "Survey").
- c. Inspection. Commencing on the Effective Date and continuing during the term of this Contract until the first to occur of the Closing Date or termination of this Contract, Buyer, its agents, consultants and employees, shall have the right to enter and access the Property at reasonable times for the purpose of making such inspections, studies, tests, surveys, investigations, and modifications described in this agreement as Buyer may elect and which it deems necessary to determine the suitability of the Property and affect this Agreement. All such activities shall be performed by Buyer or its agents or employees at Buyer's sole cost and expense. Buyer shall indemnify and hold Seller and the Property harmless from and against any and all direct costs, liabilities, claims, demands, actions and expenses arising from or in connection with such activities and, in the even Buyer does not close on the purchase of Property, Buyer shall repair any damage to the Property or improvements thereon cause by such activity. This indemnification shall not be deemed to apply to costs, liabilities, claims demands, actions, or expenses arising from Seller's negligent acts or omissions or any pre-existing condition (including, without limitation, environmental conditions) within the Property, Buyer may terminate this Contract by written notice given to Seller five (5) days prior to Closing Date.

6. Other Considerations for this agreement:

- a. Buyer agrees to be responsible for including paying the cost for, the following
 - i. Chain link fence with gate estimated at \$12,000
 - ii. Moving utilities estimated at \$5,000
 - iii. Subdivision/Minor boundary line adjustment/Survey estimated at \$15,000
 - iv. Relocation of Irrigation System on both parcels estimated at \$15,000

- b. Buyer Agrees to maintain the park as “St. Anne’s Park” for the duration of their ownership. The Special Warranty Deed issued to the Buyer for the Property shall contain a deed restriction that the property only be used as a public park, for recreational activities, and named “St. Anne’s Ballfield” in perpetuity, and no structures shall be permitted thereon other than those structures in existence at the time of conveyance (or their replacement) and those incident to said use, such as public restrooms, seating, awnings, fences, picnic tables, covered gathering spaces, and playground equipment. No commercial development of any kind or commercial structures shall be built on the Property, except for commercial activities related to the functioning of the ball park and ball park activities (such as food trucks, baseball and softball paraphernalia, etc.), in perpetuity.

7. Closing Time and Place. Closing of the transaction contemplated hereby (“Closing”) shall be held at Land Title Guarantee Company of Pueblo, 503 N. Main Street, Pueblo, CO 81003 at a date and time agreed to by the Seller and Buyer but no later than September 1, 2024. The Buyer shall be responsible for recording the transfer Deed and for paying all recording fees.

8. Transfer of Title. Subject to payment of the Purchase Price, compliance by Buyer with the other terms and provisions hereof, and the occurrence of or waiver by Buyer of the Conditions Precedent to Closing defined and described in Paragraph 9 (Additional Conditions Precedent to Closing), Seller shall execute and deliver to Buyer at Closing a Special Warranty Deed conveying marketable fee simple title to the Property to Buyer free of financing, mortgage, judgement and tax liens, subject only to the Permitted Exceptions which shall include all matters shown on the Title Commitment accepted by Buyer.

9. Additional Conditions Precedent to Closing. The sale and purchase contemplated by this Contract is contingent upon occurrence of all of the following prior to Closing Date (collectively, the “Conditions Precedent to Closing”):

- a. City Council approving this Contract on or before Closing.
- b. Funds for the payment of Purchase Price have been duly appropriated by Buyer’s governing body in accordance with law and a sufficient unencumbered balance thereof exists sufficient for payment of the Purchase Price stated above.
- c. The results of inspection and testing do not indicate any conditions which are deemed unacceptable to Buyer, in Buyer’s sole and absolute discretion.

In the event any of the Conditions Precedent to Closing are not satisfied on or before five (5) days before the Closing date, Buyer may by notice to Seller not less than five (5) days prior to Closing Date (i) waive any or all of the above conditions in writing deliver to Seller and close the sale and purchase the Property, or (ii) elect to terminate this Contract, in which event any Earnest Money shall be returned to Buyer and each party will be released from all obligations under this Contract.

10. Closing Costs, Documents and Services. Buyer and Seller shall sign and complete all customary or required documents at or before Closing. Fees for real estate closing services, if any, shall be paid at Closing by Buyer.

11. Proration. General taxes and assessments for the year of Closing, if any (which shall be based on the taxes for the calendar year immediately preceding Closing), water, sewer, utility charges and other usual and customary items shall be prorated between Seller and Buyer as of the Closing Date.

12. Possession. Possession of the Property shall be delivered to Buyer by Seller on Closing Date.

13. Time of Essence/Default and Remedies. Time is of the essence hereof. If any obligation is not preformed there shall be the following remedies;

- a. If Buyer is in Default: In the event Buyer defaults in the performance of its obligations hereunder, Seller's sole remedy shall be to (i) terminate this Contract and retain any Earnest Money as liquidated damages and in lieu of all other remedies it may pursue, or (ii) treat this Contract as being in full force and effect and to obtain specific performance, but not any damages,
- b. If Seller is in Default: In the even Seller defaults in the performance of its obligations hereunder, Buyer shall have the right to (i) terminate this Contract by written notice to Seller and obtain the return of any Earnest Money, or (ii) treat this Contract as being in full force and effect and to obtain specific performance, but not any damages.
- c. Costs and Attorneys' Fees. Anything to the contract herein notwithstanding, in the event of any action of litigation arising out of this Contract, the Court shall award to the prevailing party all reasonable costs and expenses, including reasonable attorneys' fees. Exclusive venue and jurisdiction for any such litigation shall be in the District Court in and for Pueblo County, Colorado. The provisions of this subparagraph (c) shall survive Closing or termination of this Contract.

14. Representation and Warranties of Seller. Seller represents and warrants to Buyer as follows:

- a. Seller has full power, capacity and authority to execute and deliver this Contract and all other documents required to be executed and delivered by Seller under this Contract and to perform its obligations hereunder.
- b. This Contract has been, duly authorized, executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

- c. Seller is not a party to any judicial, administrative, arbitration, or other similar proceedings relating in any matter to the Property or to Seller's interest therein or that may detrimentally affect Seller's ability to perform its obligations under this Contract or the ability of persons who acquire portions of the Property to develop, own or operate the Property. Seller has not received notice of (and to Seller's knowledge there is no basis for) any pending or threatened claims, actions, suits or other proceedings of the nature described in the immediately preceding sentence, not are any such claims, actions, suits, or other proceedings contemplated by Seller.
- d. To Seller's knowledge, there is no violation of laws, rules, regulations, ordinances, codes, covenants, conditions, restrictions, instructions, or agreements applicable to the Property. Seller has not received from any governmental or other agency or any other person with respect to any such violations concerning the Property.
- e. There are no contracts or other obligations outstanding for the sale, lease, or transfer of all or any part of the Property.
- f. There is no default, nor has any event occurred which, with the passage of time, the giving of notice, or both, would constitute a default under any agreement, contract, mortgage, deed of trust or other instrument which relates to Seller or the Property or which affects the Property in any manner.
- g. To Seller's knowledge (i) the Property is and at all time has been in compliance with all applicable state and federal environmental laws, regulations, ordinances, rules, and orders (collectively, "Environmental Laws"); (ii) there is no pending or threatened judicial or administrative proceedings of any kind with respect to the Property alleging the violation or potential violation of any Environmental Law nor are there any pending or threatened investigations of any matters relating to any Environmental Laws with respect to the Property; (iii) there has been no release or threatened release of any hazardous, toxic or otherwise regulated substance, waste, contaminant, or material (collectively, "Hazardous Materials"), as such terms are defined in any applicable Environmental Law, on, in, or at the Property, or any part thereof; (iv) no portion of the Property has been used as a dump site, a storage site for solid wastes or the location of above ground or underground fuel or storage tanks; and (v) no Hazardous Materials are currently present on or have at any time been stored or used on the Property, except for fertilizers and pesticides used in strict accordance with package instruction and all applicable Environmental Laws.

15. Representations and Warranties of Buyer. Buyer represents, warrants and covenants as follows:

- a. Buyer has full power, capacity and authority to execute and deliver this Contract and all other documents required to be executed and delivered by Buyer under this Contract and to perform its obligations hereunder.

- b. Subject to approval by Buyer's City Council, this Contract will have been duly authorized, executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

16. Seller Covenants. Commencing on the Effective Date and until the first to occur of Closing or termination of this Contract, Seller shall not (a) lease, sell convey or further encumber any portion of the Property, (b) consent to any zoning or other change affecting the use of the Property, except for those requested or approved by Buyer, or are terms of this Agreement, (c) cause any other changes which affect the Condition of Seller's title to the Property or otherwise adversely impact the condition of the Property or Buyer's intended use thereof.

17. Notices. All notices pursuant to this Offer must be written and signed by the respective party's agent and all such correspondence will be effective upon it being mailed with return receipt requested, hand-delivered, or emailed as follows:

Buyer	Seller
City of Pueblo	The Bishop of Pueblo
1 City Hall Place	101 N Greenwood St.
Pueblo, CO 81003	Pueblo, CO 81003
Phone: (719) 562-3899	Phone: 719-544-9861
Email: CityAttorney@pueblo.us	Email: officeofbishop@dioceseofpueblo.org

18. Assignment. Neither this Agreement nor any right or obligation hereunder may be assigned by any Party without the prior written consent of the other Party, and any attempted assignment without the required consents shall be void.

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

20. Entire Contract. This Contract constitutes the entire contract and agreement between the Parties relating to the subject matter hereof, and any prior statements, representations or agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract.

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

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

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

24. Applicable Law. This agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Colorado. Seller and Purchaser hereby irrevocably submit to the personal and subject matter jurisdiction of the District Court, Pueblo County, State of Colorado in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in the District Court of Pueblo County, State of Colorado. Purchaser and Seller agree that the provisions of this Paragraph 24 shall survive the closing of the transaction contemplated by this Agreement and the recording of the Deed hereunder. To the full extent permitted by law, Purchaser and Seller hereby waive their rights to a trial by jury.

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

26. Survival of Representations. The representations, warranties, covenants and agreements of Buyer and Seller in this Contract are and shall be construed to be covenants running with the Property, shall survive the Closing of the transaction contemplated hereby and recordation of the Deed, may be enforced by either Buyer or Seller after Closing Date, and shall not be merged or be deemed to be merged into Deed.

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

28. Counterparts and Facsimile Signatures. This Contract may be executed in multiple counterparts, which taken together shall be deemed one original.

29. Exclusivity. In consideration of the time and resources which the Buyer will devote to the transactions contemplated herein, Seller agrees that until Closing or the earlier termination of this Contract, Seller will not, directly or indirectly, solicit, initiate or enter into discussions or transactions with, or encourage, or provide any information to, any individual, entity or group (other than to Buyer and Buyer's designees) concerning any sale or lease of the Property or any similar transaction or alternative. The provisions of this Paragraph shall not be construed to prohibit Seller or Buyer from discussing the transaction contemplated herein with their attorneys or other consultants.

30. TABOR Compliance No Multi-Fiscal Year Obligation on City. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the Buyer which may arise under this Agreement in any fiscal year after 2014, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall constitute a default or breach of this Agreement by the Buyer, and earnest money released to the Seller as its remedy for the breach. The obligations of the Buyer under this Agreement are subject to annual appropriations made for that purpose by the City Council of Pueblo.

31. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

IN WITNESS WHEREOF, the parties have signed this Contract as of August 2024, effective as of the Effective Date.

BUYER:

CITY OF PUEBLO, CO
A MUNICIPAL CORPORATION

By: 
Heather Graham
Mayor

ATTESTED BY: _____
CITY CLERK

SELLER:

THE BISHOP OF PUEBLO, A CORPORATION SOLE


By: Most Rev. Stephen J. Berg, Bishop of Pueblo

By: _____

)

) ss.

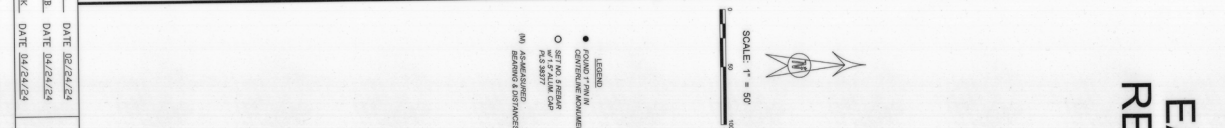
)

Witness my hand and official seal.

[SEAL]



11

[illegible]

APPROVAL:

This is to certify that the rearrangement of property boundaries to establish building areas was approved by the Subdivision Commission of the State of Colorado on the 12th day of June 1964 and will become effective upon recording with the Pueblo County Clerk and Recorder.

Director of Public Works	<i>CH</i>	date	<i>6/28/64</i>
Director of Parks & Recreation	<i>EL</i>	date	<i>7-9-64</i>
Director of Planning & Comm. Development	<i>Scott H. Brown</i>	date	<i>6/27/64</i>
Approval Attested By: Administrative Official	<i>Scott H. Brown</i>	date	<i>6/27/64</i>

In witness whereof, the following have set their hand:

(Representative for the Bishop of Pueblo)	<i>4-28-67</i>
STATE OF COLORADO	
COMMISSIONER OF PUBLIC	
LAND OFFICE	

The foregoing instrument was acknowledged before me on this 4th day of July 1964 by *Scott H. Brown* as the representative of the Bishop of Pueblo.

● FOUND 1" PIN IN
CENTERLINE MONUMENT BOX

○ SET NO. 5 REBAR
w/ 1.5" ALUM. CAP
P.L.S. 38377

(N) AS-MEASURED
BEARING & DISTANCES

EXCEPTIONS & TITLE COMMITMENT
This survey does not constitute a title search or provide information regarding easements, rights or interests in the property. This document is issued by Land Title Guaranty Corporation, a subsidiary of First American Title Insurance Company, and is not intended to constitute an offer of insurance or any other financial product. Items below may affect this property:

To determine ownership or easements of record. For all ways, and title of record, SEH, Inc. relied upon Order Number [redacted] issued by the State Engineer's Office, Department of Natural Resources, State of Tennessee, dated February 23, 2024 at 5:00 P.M.

Cantee Company, effective date February 23, 2024 at 5:00 P.M.

Bearings are based on the found 1" pin in the range box at the intersection of Beaumont Street and East 12th Street and the found 1" pin in the range box at the intersection of Beaumont Street and East 13th Street. Known to bear N 21° 34' W between found monuments.

September 16, 1926 under Receipt No. 353247.

10. Terms, conditions, provisions, bundles, obligations and easements as set forth and granted in Record of Warranty Deed recorded May 25, 1930 in Book 729 at page 124.

11. An undivided one-third interest in all of gas and minerals as reserved in Deed recorded May 25, 1930 in Book 746 at page 157 or a severance of minerals evidenced thereby, and any and all assignments thereof or interests therein.

12. An undivided one-third interest in all of gas and minerals as reserved in Deed recorded January 27, 1934 in Book 772 at page 455, or a severance of minerals evidenced thereby, and any and all assignments thereof or interests therein.

NOTICE. According to C.R.S. 13-60-105, you must acknowledge any legal action based upon any information contained in this survey within 90 days of the date of the survey. Failure to do so will allow your first divorce status to be listed in no event may any action based upon any action filed in this survey be commenced more than ten years from the date of the certificate shown herein.

13. The effect of inclusion of subject property in the Denver, East Side, Grove, East Main and 13th Avenue School Districts, as evidenced by valuation records, 1948 to 1950. Reception No. 611950.
14. The effect of Ordinance No. 2654 for valuation recorded June 18, 1955 in Book 1671 at Page 313. Reception No. 612000.
15. The effect of inclusion of subject property in the Lower Arapahoe Valley Water Conservation District as evidenced by instrument recorded January 3, 2000, under Reception No. 474203 and Notice recorded January 16, 2000 under Reception No. 4829419.
16. The effect of inclusion of subject property in the Pueblo Conservancy District, as evidenced by instrument recorded February 15, 2000 under Reception No. 4829419.
17. 1924-1935 and Pueblo Conservancy District Map recorded December 11, 2000 under Reception No. 4829419.

[illegible]

PHONE: 303.586.5800
2000 S. COLORADO BLVD
SUITE 6000
DENVER, CO 80222

EASTWOOD SUBDIVISION REPLAT OF BLOCKS 28 & 33	1
SESH PROJECT NO. 177196	DATE ISSUED 06/21/2024
SHEET 1 OF	



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: September 23, 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 AMENDING ARTICLE 6, CHAPTER 1, OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO ALLOW FOR THE LAWFUL CONCEALED CARRY OF FIREARMS WITHIN PUEBLO CITY HALL

SUMMARY:

Attached is a proposed Ordinance which amends Section 11-1-601 of the Pueblo Municipal Code to allow the lawful concealed carry of firearms within City Hall.

PREVIOUS COUNCIL ACTION:

City Council approved Ordinance 7020, codified in Section 11-1-601 P.M.C., on July 28, 2003. Section 11-1-601 made it a Class 1 municipal offense for any person to carry a concealed handgun within the City, unless the person holds a valid written permit to carry a concealed handgun pursuant to Section 18-12-105, (sic) C.R.S. Additionally, Section 11-1-601 made it a Class 1 municipal offense for any person to openly carry a handgun in a City owned or controlled building or area, if the City posts a sign prohibiting a person from openly carrying firearms within the City owned or controlled building or area.

BACKGROUND:

During the 2024 legislative session, the Colorado General Assembly passed SB 24-131, codified at Section 18-12-105.3, C.R.S., prohibiting the carrying of firearms in certain government buildings. Section 18-12-105.3, C.R.S., makes it unlawful for a person to carry a firearm, whether loaded or not loaded, in a courthouse or any other building or portion of building used for court proceedings.

Additionally, Section 18-12-105.3, C.R.S., makes it unlawful for a person to carry a firearm, whether loaded or not loaded, on the property or within any building in which: (i) City Council's chambers are located; (ii) a meeting of City Council is being conducted; or (iii) the official office of any member of a City Council or the Mayor is located. However, Section 18-12-105.3, C.R.S., allows City Council to enact an

ordinance opting out of this portion of the statute, thereby permitting a person to carry a concealed handgun within any building where (i) City Council's chambers are located; (ii) a meeting of City Council is being conducted; or (iii) the official office of any member of a City Council or the Mayor is located.

If City Council chooses to opt out of the restrictions found in Section 18-12-105.3, the opting out procedure shall have no effect on City Council's decision in Ordinance No. 7020 (as authorized by Section 29-11.7-104, C.R.S.), prohibiting any person from openly carrying a firearm in a City owned or controlled building or area, if the City has posted a sign prohibiting the open carry of firearms within that building or area.

Additionally, if City Council chooses to opt out of the restrictions found in Section 18-12-105.3, the opting out procedure shall have no effect on the portion of Section 11-1-601, P.M.C., prohibiting any person from carrying a firearm, whether concealed or open, in a courthouse or any other building or portion of building used for court proceedings.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

A "no action" alternative would maintain the *status quo*.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. SB 24-131

ORDINANCE NO.

AN ORDINANCE AMENDING ARTICLE 6, CHAPTER 1, OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO ALLOW FOR THE LAWFUL CONCEALED CARRY OF FIREARMS WITHIN PUEBLO CITY HALL

WHEREAS, during the 2024 legislative session, the Colorado General Assembly passed Senate Bill 24-131, codified at Section 18-12-105.3, C.R.S., which prohibits a person from knowingly carrying a firearm, whether loaded or unloaded, in a courthouse or any other building or portion of building used for court proceedings; and

WHEREAS, Section 18-12-105.3, C.R.S., also prohibits a person from knowingly carrying a firearm, whether loaded or unloaded, on the property or within any building in which: (i) the chambers or galleries of City Council is located; (ii) on the property or within the building where a meeting of City Council is being conducted; or (iii) the property or within the building where the official office of any member of a City Council or the Mayor is located; and

WHEREAS, Section 18-12-105.3(4)(b) C.R.S., authorizes City Council to enact an ordinance permitting a person who holds a valid permit pursuant to Part 2, Article 12, Title 18, C.R.S., to carry a concealed handgun within the building where City Council's chambers are located; the building where City Council conducts its meetings; or the building where members of City Council or the Mayor's official offices are located; and

WHEREAS, this Ordinance does not prohibit enforcement or amend Ordinance 7020, codified in Section 11-1-601, P.M.C., or any other law or regulation pursuant to Sections 18-12-214 or 29-11.7-104, C.R.S., prohibiting a person from openly carrying a firearm in a building within the City's jurisdiction, if a sign is posted at the public entrances to the building informing the public that it is prohibited to openly carry firearms in the building or specific area; and

WHEREAS, this Ordinance does not permit a person to carry a firearm, whether loaded or unloaded, in a courthouse or any other building or portion of building used for court proceedings. NOW, THEREFORE,

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

SECTION 1.

Title XI, Chapter 1, Article 6 of the Pueblo Municipal Code is hereby amended as follows:

Sec. 11-1-601. - Carrying weapons.

(a) Definitions. As used in this Section:

- (1) *Firearm* means any instrument or device capable of discharging bullets, cartridges or other projectiles by explosive charge, excluding handguns as defined herein, but specifically including and not limited to rifles, shotguns or other guns whose barrel, not including any revolving, detachable or magazine breech, exceeds twelve (12) inches in length.
- (2) *Handgun* shall have the same meaning as set forth in Section 18-12-202(4),

C.R.S.

- (3) *Private property* means any building or specific area not owned, possessed, managed or controlled by the City.
- (4) *Weapon* means any instrument or device commonly and generally known to be capable of inflicting serious bodily injury, excluding firearms and handguns as defined herein, but specifically including and not limited to:
 - a. Any dagger, dirk, knife or stiletto with a blade over three and one-half (3½) inches in length; or any other dangerous instrument capable of inflicting cutting, stabbing or tearing wounds;
 - b. Any bludgeon, blackjack, billy club, sand club, sandbag or other hand operated striking weapon consisting, at the striking end, of any encased piece of lead or other heavy substance and, at the handle end, a strap or springy shaft which increases the force of impact;
 - c. Any cross knuckles, or knuckles of lead, brass or other metal; and
 - d. Any stun gun or device capable of temporarily immobilizing a person by the infliction of an electrical charge.
- (b) It shall be unlawful and a Class 1 municipal offense for any person, within the City, to carry a firearm, handgun or weapon concealed on or about his or her person.
- (c) It shall be unlawful and a Class 1 municipal offense for any person to openly carry any firearm, handgun or weapon in a building or specific area owned, possessed, managed or controlled by the City at which the City has posted signs at the public entrances to the building or specific area prohibiting the open carrying of firearms, handguns or weapons.
- (d) It shall be unlawful and a Class 1 municipal offense for any person to carry any firearm, handgun or weapon upon the private property of another where signs have been posted at the entrance to the private property prohibiting the carrying of firearms, handguns or weapons.
- (e) It shall not be a violation of any provision of this Section if, at the time of the act of carrying the firearm, handgun or weapon, the defendant was:
 - (1) A person in his or her own dwelling or place of business or on property owned by him or her or under his or her control; or
 - (2) A person in a private automobile or other private means of conveyance who carried the firearm, handgun or weapon for hunting or lawful protection of his, her or another's person or property while traveling; or
 - (3) A sheriff, undersheriff, deputy sheriff, police officer, coroner, marshal, any officer, guard or supervisory employee of any institution within the Colorado Department of Corrections, a district attorney, assistant district attorney or deputy district attorney, an authorized investigator of a district attorney or the

attorney general, a probation or parole officer, an officer or member of the Colorado National Guard while acting under call of the Governor in cases of emergency or civil disorder, an agent of the Colorado Bureau of Investigation, a wildlife conservation officer, a parks and recreation officer or a security guard employed by this State.

- (f) It shall not be a violation of Subsection (b) of this Section, which prohibits the carrying of a concealed handgun, if the defendant, at the time of the act of carrying the concealed handgun, held a valid [written] permit to carry a concealed handgun pursuant to [Section 18-12-105] **Part 2, Article 12, Title 18, C.R.S., as amended.**
- (g) **It shall not be a violation of Subsection (b) of this Section, which prohibits the carrying of a concealed handgun, for a person to carry a concealed handgun within Pueblo City Hall, if at the time of the act of carrying a concealed handgun, the person possessed a valid permit to carry a concealed handgun pursuant to Part 2, Article 12, Title 18, C.R.S., as amended.**

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective upon final passage.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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

An Act

SENATE BILL 24-131

BY SENATOR(S) Jaquez Lewis and Kolker, Cutter, Fields, Sullivan, Gonzales;

also REPRESENTATIVE(S) Brown and Lindsay, Froelich, Amabile, Bacon, Boesenecker, Daugherty, deGruy Kennedy, Garcia, Hamrick, Hernandez, Herod, Jodeh, Joseph, Kipp, Lindstedt, Marvin, McCormick, Parenti, Ricks, Rutinel, Sirota, Story, Valdez, Weissman, Willford, Woodrow.

CONCERNING PROHIBITING CARRYING A FIREARM IN SENSITIVE SPACES
RECOGNIZED BY THE UNITED STATES SUPREME COURT AS PLACES AT
WHICH LONGSTANDING LAWS PROHIBITED CARRYING FIREARMS.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Legislative declaration. (1) The general assembly finds and declares that:

(a) The second amendment to the United States constitution protects the right of persons to keep and bear arms, and the supreme court of the United States has held that states may, consistent with the second amendment, regulate carrying firearms in sensitive places;

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

(b) Colorado currently regulates carrying firearms in specified sensitive places, including certain government buildings, schools, and public transportation facilities;

(c) The sensitive spaces described in this act are places where children and other members of the public congregate; and

(d) The sensitive spaces described in this act are sensitive places at which the state can regulate carrying firearms consistent with the second amendment.

SECTION 2. In Colorado Revised Statutes, **add** 18-12-105.3 as follows:

18-12-105.3. Unlawful carrying of a firearm in government buildings - penalty - definitions. (1) A PERSON SHALL NOT KNOWINGLY CARRY A FIREARM, WHETHER LOADED OR NOT LOADED, IN ANY OF THE FOLLOWING LOCATIONS, INCLUDING THEIR ADJACENT PARKING AREAS:

(a) ON THE PROPERTY OF OR WITHIN ANY BUILDING IN WHICH:

(I) THE CHAMBERS, GALLERIES, OR OFFICES OF THE GENERAL ASSEMBLY, OR EITHER HOUSE THEREOF, ARE LOCATED;

(II) A LEGISLATIVE HEARING OR MEETING OF THE GENERAL ASSEMBLY IS BEING CONDUCTED; OR

(III) THE OFFICIAL OFFICE OF ANY MEMBER, OFFICER, OR EMPLOYEE OF THE GENERAL ASSEMBLY IS LOCATED;

(b) UNLESS PERMITTED BY A LOCAL GOVERNMENT, AS DESCRIBED IN SUBSECTION (4)(b) OF THIS SECTION, ON THE PROPERTY OR WITHIN ANY BUILDING IN WHICH:

(I) THE CHAMBERS OR GALLERIES OF A LOCAL GOVERNMENT'S GOVERNING BODY ARE LOCATED;

(II) A MEETING OF A LOCAL GOVERNMENT'S GOVERNING BODY IS BEING CONDUCTED; OR

(III) THE OFFICIAL OFFICE OF ANY ELECTED MEMBER OF A LOCAL GOVERNMENT'S GOVERNING BODY OR OF THE CHIEF EXECUTIVE OFFICER OF A LOCAL GOVERNMENT IS LOCATED; OR

(c) A COURTHOUSE OR ANY OTHER BUILDING OR PORTION OF A BUILDING USED FOR COURT PROCEEDINGS.

(2) THIS SECTION DOES NOT APPLY TO:

(a) A PEACE OFFICER CARRYING A FIREARM PURSUANT TO THE AUTHORITY GRANTED IN SECTION 16-2.5-101 (2);

(b) A MEMBER OF THE UNITED STATES ARMED FORCES OR COLORADO NATIONAL GUARD WHEN ENGAGED IN THE LAWFUL DISCHARGE OF THE MEMBER'S OFFICIAL DUTIES;

(c) SECURITY PERSONNEL EMPLOYED OR RETAINED BY AN ENTITY THAT CONTROLS OR OPERATES A PLACE DESCRIBED IN THIS SECTION AND SECURITY PERSONNEL DESCRIBED IN SECTION 24-33.5-216.7 (5) WHILE ENGAGED IN THE SECURITY PERSONNEL'S OFFICIAL DUTIES;

(d) LAW ENFORCEMENT PERSONNEL, DEFENSE COUNSEL PERSONNEL, AND COURT PERSONNEL CARRYING OR POSSESSING A FIREARM IN THE PERFORMANCE OF THEIR OFFICIAL DUTIES AS PART OF THE LAWFUL AND COMMON PRACTICES OF A LEGAL PROCEEDING; AND

(e) A PERSON WHO HOLDS A VALID PERMIT TO CARRY A CONCEALED HANDGUN OR A TEMPORARY EMERGENCY PERMIT ISSUED PURSUANT TO PART 2 OF THIS ARTICLE 12 WHO IS CARRYING A CONCEALED HANDGUN IN THE ADJACENT PARKING AREA OF A LOCATION LISTED IN SUBSECTION (1) OF THIS SECTION.

(2.3) (a) ON AND BEFORE JANUARY 4, 2025, SUBSECTION (1)(a) OF THIS SECTION DOES NOT APPLY TO A MEMBER OF THE GENERAL ASSEMBLY.

(b) THIS SUBSECTION (2.3) IS REPEALED, EFFECTIVE JANUARY 5, 2025.

(3) A PERSON COMMITS UNLAWFUL CARRYING OF A FIREARM IN A GOVERNMENT BUILDING IF THE PERSON VIOLATES SUBSECTION (1) OF THIS

SECTION. UNLAWFUL CARRYING OF A FIREARM IN A GOVERNMENT BUILDING IS A CLASS 1 MISDEMEANOR.

(4) (a) THIS SECTION DOES NOT PROHIBIT A LOCAL GOVERNMENT FROM ENACTING AN ORDINANCE, REGULATION, OR OTHER LAW PURSUANT TO SECTION 18-12-214 OR 29-11.7-104 THAT PROHIBITS A PERSON FROM CARRYING A FIREARM IN A SPECIFIED PLACE.

(b) A LOCAL GOVERNMENT MAY ENACT AN ORDINANCE, REGULATION, OR OTHER LAW THAT PERMITS A PERSON TO CARRY A FIREARM AT PLACE DESCRIBED IN SUBSECTION (1)(b) OF THIS SECTION.

(5) NOTHING IN THIS SECTION PROHIBITS A PERSON FROM SECURELY STORING A FIREARM IN A VEHICLE, AS REQUIRED BY STATE LAW, THAT IS AT A LOCATION DESCRIBED IN THIS SECTION.

(6) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "GOVERNING BODY" HAS THE SAME MEANING SET FORTH IN SECTION 29-1-102.

(b) "LOCAL GOVERNMENT" MEANS ANY CITY, COUNTY, CITY AND COUNTY, SPECIAL DISTRICT, OR OTHER POLITICAL SUBDIVISION OF THIS STATE, OR ANY DEPARTMENT, AGENCY, OR INSTRUMENTALITY THEREOF.

SECTION 3. In Colorado Revised Statutes, 18-12-105.5, **amend** (1)(a), (1)(b)(II), (3) introductory portion, (3)(d.5), and (3)(h); **repeal** (3)(d); and **add** (1)(a.5), (3)(i), (3)(j), and (4) as follows:

18-12-105.5. Unlawfully carrying a weapon - unlawful possession of weapons - school, college, or university grounds - definition. (1) (a) A person shall not knowingly and unlawfully and without legal authority carry, bring, or have in the person's possession a deadly weapon as defined in section 18-1-901 (3)(e) THAT IS NOT A FIREARM in or on the real estate and all improvements erected thereon of any public or private elementary, middle, junior high, high, or vocational school or any public or private college, university, or seminary; except for the purpose of presenting an authorized public demonstration or exhibition pursuant to instruction in conjunction with an organized school or class, for the purpose

of carrying out the necessary duties and functions of an employee of an educational institution that require the use of a deadly weapon THAT IS NOT A FIREARM, or for the purpose of participation in an authorized extracurricular activity or on an athletic team.

(a.5) A PERSON SHALL NOT KNOWINGLY CARRY A FIREARM, EITHER OPENLY OR CONCEALED, IN OR ON THE REAL ESTATE AND ALL IMPROVEMENTS ERECTED THEREON OF ANY LICENSED CHILD CARE CENTER; PUBLIC OR PRIVATE ELEMENTARY, MIDDLE, JUNIOR HIGH, HIGH, OR VOCATIONAL SCHOOL; OR ANY PUBLIC OR PRIVATE COLLEGE, UNIVERSITY, OR SEMINARY; EXCEPT FOR THE PURPOSE OF PRESENTING AN AUTHORIZED PUBLIC DEMONSTRATION OR EXHIBITION PURSUANT TO INSTRUCTION IN CONJUNCTION WITH AN ORGANIZED SCHOOL OR CLASS, FOR THE PURPOSE OF CARRYING OUT THE NECESSARY DUTIES AND FUNCTIONS OF AN EMPLOYEE OF AN EDUCATIONAL INSTITUTION THAT REQUIRE THE USE OF A FIREARM, OR FOR THE PURPOSE OF PARTICIPATION IN AN AUTHORIZED EXTRACURRICULAR ACTIVITY OR ON AN ATHLETIC TEAM.

(b) (II) A person who violates ~~subsection (1)(a)~~ SUBSECTION (1)(a.5) of this section commits a ~~class 5 felony if the weapon involved is a firearm, as defined in section 18-1-901~~ CLASS 1 MISDEMEANOR.

(3) It ~~shall not be~~ IS NOT an offense under this section if:

(d) ~~The person, at the time of carrying a concealed weapon, held a valid written permit to carry a concealed weapon issued pursuant to section 18-12-105.1, as said section existed prior to its repeal; except that it shall be an offense under this section if the person was carrying a concealed handgun in violation of the provisions of section 18-12-214 (3); or~~

(d.5) The weapon involved was a handgun, and the person held a valid permit to carry a concealed handgun or a temporary emergency permit issued pursuant to part 2 of this article, ~~except that it shall be an offense under this section if the person was carrying a concealed handgun in violation of the provisions of~~ ARTICLE 12, AND THE PERSON IS CARRYING THE CONCEALED HANDGUN:

(I) ON THE REAL PROPERTY, OR INTO ANY IMPROVEMENTS ERECTED THEREON, OF A PUBLIC ELEMENTARY, MIDDLE, JUNIOR HIGH, OR HIGH SCHOOL IN ACCORDANCE WITH THE AUTHORITY GRANTED PURSUANT TO

section 18-12-214 (3); or

(II) IN A PARKING AREA OF A LICENSED CHILD CARE CENTER OR A PUBLIC OR PRIVATE COLLEGE, UNIVERSITY, OR SEMINARY; OR

(h) The person has possession of the weapon for use in an educational program approved by a school, which program includes, but ~~shall not be~~ IS NOT limited to, any course designed for the repair or maintenance of weapons; OR

(i) THE WEAPON INVOLVED IS A FIREARM; THE PERSON CARRYING THE FIREARM IS EMPLOYED OR RETAINED AS SECURITY PERSONNEL BY A LICENSED CHILD CARE CENTER OR A PUBLIC OR PRIVATE COLLEGE, UNIVERSITY, OR SEMINARY; AND THE PERSON IS CARRYING THE FIREARM WHILE ENGAGED IN THE PERSON'S OFFICIAL DUTIES AS SECURITY PERSONNEL; OR

(j) A LICENSED CHILD CARE CENTER IS ON THE SAME REAL ESTATE AS ANOTHER BUILDING OR IMPROVEMENT THAT IS NOT A SCHOOL AND THAT IS OPEN TO THE PUBLIC AND THE PERSON IS CARRYING A FIREARM ON AN AREA OF REAL ESTATE OR ANY IMPROVEMENT THEREON THAT IS NOT DESIGNATED AS A LICENSED CHILD CARE CENTER.

(4) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES, "LICENSED CHILD CARE CENTER" MEANS A CHILD CARE CENTER, AS DEFINED IN SECTION 26.5-5-303 (3), THAT IS LICENSED BY THE DEPARTMENT OF EARLY CHILDHOOD OR IS EXEMPT FROM LICENSING PURSUANT TO SECTION 26.5-5-304 (1)(b), AND THAT OPERATES WITH STATED EDUCATIONAL PURPOSES. "LICENSED CHILD CARE CENTER" DOES NOT INCLUDE A FAMILY CHILD CARE HOME, AS DEFINED IN SECTION 26.5-5-303 (7).

SECTION 4. In Colorado Revised Statutes, 1-13-724, **amend** (1)(a)(III), (1)(b)(I), (3)(a), (3)(b), and (3)(c) as follows:

1-13-724. Unlawfully carrying a firearm at a polling location or drop box - exception - legislative declaration. (1) (a) The general assembly finds and declares that:

(III) ~~Openly-carried~~ Firearms in or near a polling location or drop

box may intimidate, threaten, or coerce voters, affecting Coloradans' exercise of their voting rights; and

(b) The general assembly further declares that:

(I) Regulating ~~openly-carried~~ firearms at polling locations and drop boxes is substantially related to the general assembly's interest in ensuring all Colorado voters have the right to vote in an environment that is safe FROM GUN VIOLENCE and free from intimidation;

(3) (a) It is unlawful for any person to ~~openly~~ carry a firearm, as defined in section 18-1-901 (3)(h), within any polling location, or within one hundred feet of a drop box or any building in which a polling location is located, as publicly posted by the designated election official, on the day of any election or during the time when voting is permitted for any election. The designated election official responsible for any central count facility, polling location, or drop box involved in that election cycle shall visibly place a sign notifying persons of the one-hundred-foot no ~~open~~ carry zone for firearms required pursuant to this section.

(b) It is unlawful for any person to ~~openly~~ carry a firearm, as defined in section 18-1-901 (3)(h), within a central count facility, or within one hundred feet of any building in which a central count facility is located, during any ongoing election administration activity related to an active election conducted by the designated election official, as publicly posted by the designated election official.

(c) This ~~subsection (1)~~ SUBSECTION (3) does not apply to:

(I) A person who ~~openly~~ carries a firearm that the person owns on the person's private property that is within the one-hundred-foot buffer zone or while traveling directly between the person's private property and a place outside the one-hundred-foot buffer zone; ~~or~~

(II) A uniformed security guard employed by a contract security agency, as defined in section 24-33.5-415.4, acting within the scope of the authority granted by and in the performance of a contractual agreement for the provision of security services with a person or entity that owns or controls the facility, building, or location subject to this section; OR

(III) SECURITY PERSONNEL DESCRIBED IN SECTION 24-33.5-216.7(5) WHILE ENGAGED IN THE SECURITY PERSONNEL'S OFFICIAL DUTIES.

SECTION 5. In Colorado Revised Statutes, 18-12-105, **amend** (1) introductory portion, (1)(c), and (2) introductory portion; and **add** (2)(b.5) as follows:

18-12-105. Unlawfully carrying a concealed weapon - unlawful possession of weapons. (1) A person commits a class 1 misdemeanor if ~~such~~ THE person knowingly and unlawfully:

(c) Without legal authority, carries, brings, or has in ~~such~~ THE person's possession ~~a firearm or~~ any explosive, incendiary, or other dangerous device on the property of or within any building in which the chambers, galleries, or offices of the general assembly, or either house thereof, are located, or in which a legislative hearing or meeting is being or is to be conducted, or in which the official office of any member, officer, or employee of the general assembly is located.

(2) It ~~shall not be~~ IS NOT an offense PURSUANT TO THIS SECTION if the defendant was:

(b.5) CARRYING A CONCEALED FIREARM AT A SPECIFIC LOCATION IN VIOLATION OF SECTION 1-13-724, 18-12-105.3, OR 18-12-105.5; OR

SECTION 6. In Colorado Revised Statutes, 18-12-214, **amend** (3.5) as follows:

18-12-214. Authority granted by permit - carrying restrictions - local authority. (3.5) A permit issued pursuant to this part 2 does not authorize a person to carry a concealed handgun:

(a) Onto the real property, or into any improvements erected thereon, of a LICENSED CHILD CARE CENTER, AS DEFINED IN SECTION 18-12-105.5, OR A public OR PRIVATE college, or university, ~~if the carrying of concealed handguns is prohibited by the governing board of the college or university~~ OR SEMINARY IN VIOLATION OF SECTION 18-12-105.5;

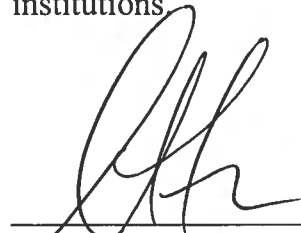
(b) IN A GOVERNMENT BUILDING IN VIOLATION OF SECTION 18-12-105.3; OR

(c) AT A POLLING LOCATION, DROP BOX, OR CENTRAL COUNT FACILITY, IN VIOLATION OF SECTION 1-13-724.

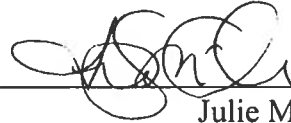
SECTION 7. Effective date - applicability. This act takes effect July 1, 2024, and applies to offenses committed on or after said date.

SECTION 8. Safety clause. The general assembly finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety or for appropriations for

the support and maintenance of the departments of the state and state institutions



Steve Fenberg
PRESIDENT OF
THE SENATE



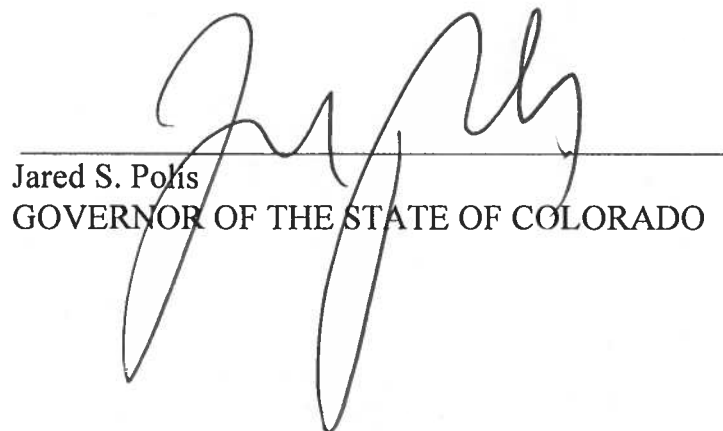
Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Cindi L. Markwell
SECRETARY OF
THE SENATE

Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED Friday May 31st 2024 at 12:15 pm
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 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 APPROVING AN AMENDMENT TO THE ANIMAL SERVICES CONTRACT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND THE HUMANE SOCIETY OF THE PIKES PEAK REGION, A COLORADO NON-PROFIT CORPORATION DATED JANUARY 1, 2023 TO INCREASE THE COMPENSATION BY \$100,000 TO HELP OFFSET THE COSTS OF AN INCREASED NEED FOR SERVICES; BUDGETING AND APPROPRIATING \$100,000 TO THE NON-DEPARTMENTAL ACCOUNT; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT

SUMMARY:

Attached is an Ordinance approving an amendment to the Animal Services Contract with the Humane Society of the Pikes Peak Region ("HSPPR") dated January 1, 2023.

PREVIOUS COUNCIL ACTION:

On April 8, 2019, by Ordinance No. 9444, on June 24, 2019, by Ordinance No. 9492, and on February 13, 2023, by Ordinance No. 10381, the City Council approved animal services contracts with HSPPR.

BACKGROUND:

This Ordinance amends the Animal Services Contract approved by City Council Ordinance 10381 to increase funding for the HSPPR by \$100,000 for calendar year 2024 only. The additional funds are meant to assist Animal Services with the increased demand it is experiencing for services.

FINANCIAL IMPLICATIONS:

The City's Fee Schedule shall be increased by \$100,000 for year 2024:

<u>Year</u>	<u>City</u>	<u>County</u>	<u>Total</u>
2023	\$1,742,602	\$1,161,735	\$2,904,337
2024	\$1,794,880	\$1,196,587	\$2,991,467
	\$1,894,880		\$3,091,467
2025	\$1,848,726	\$1,232,485	\$3,081,211
Total	\$5,486,208	\$3,590,807	\$8,977,015

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, HSPPR may experience a financial hardship, due to increased requests for service, which may negatively affect the management of the animal shelter and enforcement of animal control ordinances.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. REDLINED REVISED - FINAL Ordinance Approving Amended Animal Services Contract 9-9-2024
2. REVISED CLEAN FINAL First Amended and Restated HSPPR Service Contract 2023-2025

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDMENT TO THE ANIMAL SERVICES CONTRACT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND THE HUMANE SOCIETY OF THE PIKES PEAK REGION, A COLORADO NON-PROFIT CORPORATION DATED JANUARY 1, 2023 TO INCREASE THE COMPENSATION BY \$100,000 TO HELP OFFSET THE COSTS OF AN INCREASED NEED FOR SERVICES; BUDGETING AND APPROPRIATING \$100,000 TO THE NON-DEPARTMENTAL ACCOUNT; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT

WHEREAS, a Contract for Animal Services ("Contract") was entered into by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Pueblo County, a political subdivision of the State of Colorado ("County") and the Humane Society of the Pikes Peak Region, a Colorado non-profit corporation ("HSPPR") by way of City Ordinance 10381 on February 13, 2023; and

WHEREAS, the HSPPR has experienced an unexpected and substantial increase in the demand and need for services; and

WHEREAS, the City desires to amend the Contract to provide an additional \$100,000 to HSPPR during the year of 2024; NOW, THEREFORE,

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

SECTION 1.

The First Amendment to the Contract for Animal Services ("Amended Contract"), between the City of Pueblo, a Colorado Municipal Corporation ("City") and Pueblo County, a political subdivision of the State of Colorado ("County") and the Humane Society of the Pikes Peak Region, a Colorado non-profit corporation ("HSPPR"), 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 this First Amendment in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached First Amendment Contract which are necessary or desirable to implement the transactions described therein.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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: September 9, 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 APPROVING AN AMENDMENT TO THE ANIMAL SERVICES CONTRACT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND THE HUMANE SOCIETY OF THE PIKES PEAK REGION, A COLORADO NON-PROFIT CORPORATION DATED JANUARY 1, 2023 TO INCREASE THE COMPENSATION BY \$100,000 TO HELP OFFSET THE COSTS OF AN INCREASED NEED FOR ~~SPAY AND NEUTER~~ SERVICES; BUDGETING AND APPROPRIATING \$100,000 TO THE NON-DEPARTMENTAL ACCOUNT; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT

SUMMARY:

Attached is an Ordinance approving an amendment to the Animal Services Contract with the Humane Society of the Pikes Peak Region ("HSPPR") dated January 1, 2023.

PREVIOUS COUNCIL ACTION:

On April 8, 2019, by Ordinance No. 9444, on June 24, 2019, by Ordinance No. 9492, and on February 13, 2023, by Ordinance No. 10381, the City Council approved animal services contracts with HSPPR.

BACKGROUND:

This Ordinance amends the Animal Services Contract approved by City Council Ordinance 10381 to increase funding for the HSPPR by \$100,000 for calendar year 2024 only. The additional funds are meant to assist Animal Services with the increased demand it is experiencing for ~~spay and neuter procedures services~~.

FINANCIAL IMPLICATIONS:

The City's Fee Schedule shall be increased by \$100,000.00 for year 2024:

<u>Year</u>	<u>City</u>	<u>County</u>	<u>Total</u>
2023	\$1,742,602	\$1,161,735	\$2,904,337

2024	\$1,794,880 \$1,894,880	\$1,196,587	\$2,991,467 \$3,091,467
2025	\$1,848,726	\$1,232,485	\$3,081,211
Total	\$5,486,208	\$3,590,807	\$8,977,015

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, HSPPR may experience a financial hardship, due to increased requests for service, which may negatively affect the management of the animal shelter and enforcement of animal control ordinances.

RECOMMENDATION:

Approve the Ordinance.

Attachments:

First Amended and Restated Contract between City and HSPPR

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE ANIMAL SERVICES CONTRACT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND THE HUMANE SOCIETY OF THE PIKES PEAK REGION, A COLORADO NON-PROFIT CORPORATION DATED JANUARY 1, 2023 TO INCREASE THE COMPENSATION BY \$100,000 TO HELP OFFSET THE COSTS OF AN INCREASED NEED FOR ~~SPAY AND NEUTER~~ SERVICES; BUDGETING AND APPROPRIATING \$100,000 TO THE NON-DEPARTMENTAL ACCOUNT; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT

WHEREAS, a Contract for Animal Services ("Contract") was entered into by between the City of Pueblo, a Colorado municipal corporation ("City") and Pueblo County, a political subdivision of the State of Colorado ("County") and the Humane Society of the Pikes Peak Region, a Colorado non-profit corporation ("HSPPR") by way of City Ordinance 10381 on February 13, 2023; and

WHEREAS, the HSPPR has experienced an unexpected and substantial increase in the demand and need for ~~spay and neuter procedures~~ services; and

WHEREAS, the City desires to amend the Contract to provide an additional \$100,000 to HSPPR during the year of 2024. NOW THEREFORE,

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

SECTION 1.

The First Amendment to the Contract for Animal Services ("Amended Contract"), between the City of Pueblo, a Colorado municipal corporation ("City") and Pueblo County, a political subdivision of the State of Colorado ("County") and the Humane Society of the Pikes Peak Region, a Colorado non-profit corporation ("HSPPR"), 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 this First Amendment in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached First Amendment Contract which are necessary or desirable to implement the transactions described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President, City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

A

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

FIRST AMENDMENT TO
HUMANE SOCIETY OF THE PIKES PEAK REGION
ANIMAL SERVICES CONTRACT

Contractor: Humane Society of the Pikes Peak Region
610 Abbot Lane
Colorado Springs, CO 80905
(719) 473-1741
Attn: Duane Adams, President/CEO
dadams@hsppr.org

Representative/Contact Information:

City of Pueblo: Carla Sikes, City Attorney
1 City Hall Place
Pueblo, CO 81003
(719) 562-3896
csikes@pueblo.us

County of Pueblo: Cynthia Mitchell, County Attorney
215 W. 10th Street, Room 312
Pueblo, CO 81003
(719) 583-6630
mitchellc@co.pueblo.co.us

Commencement Date: September 23, 2024

Expiration Date: December 31, 2025

This First Amendment to Animal Services Contract ("**First Amendment**") is made and entered into effective September 23, 2024, by and between the City of Pueblo, a Colorado municipal corporation (the "**City**"), the Board of County Commissioners of Pueblo County, Colorado (the "**County**"), and the Humane Society of the Pikes Peak Region, a Colorado nonprofit corporation ("**Contractor**"). Contractor also conducts its operations by and through its operational division known as Animal Law Enforcement Services ("**ALE**").

Background and Purpose

A. The City desires to provide an additional \$100,000 to Contractor for the 2024 Contract year to assist with costs associated with an increased need for services described in the original Contract entered into by the City by way of Ordinance 10381 on February 13, 2023.

B. The City, County, Contractor, and ALE do not intend to modify any other provision of the Contract not specifically set forth herein.

NOW, THEREFORE, in consideration of the benefits and obligations under this Contract, Entity and Contractor agree as follows:

AGREEMENT

1. Compensation. City shall pay an additional \$100,000.00 to Contractor for the 2024 Contract year to assist with costs associated with an increased need for Services performed by the Humane Society of the Pikes Peak Region Animal Services Contract, effective date January 1, 2023, *nunc pro tunc* (the “**Contract**”). This additional compensation shall be a one-time payment and does not alter the contract budget for subsequent years.

2. Remaining Terms. All other terms and conditions of the Contract are restated and incorporated by reference in its entirety.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS FIRST AMENDED AND RESTATED CONTRACT ON BEHALF OF CITY AND CONTRACTOR:

CITY OF PUEBLO,
A COLORADO MUNICIPAL CORPORATION

By: _____
Heather Graham, Mayor

Date: _____, 2024

City Clerk
[SEAL]

Approved as to form:

Pueblo City Attorney

BOARD OF COUNTY COMMISSIONERS OF
PUEBLO COUNTY, COLORADO

By: _____
BOCC Chair

Attest: _____
Clerk to the BOCC

Approved as to form:

Pueblo County Attorney

HUMANE SOCIETY OF THE PIKES PEAK
REGION, A COLORADO NONPROFIT CORPORATION

By: _____
Duane Adams, CEO/President

Date: _____, 2024



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 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 APPROVING AND ADOPTING A 2024 ADDENDUM TO THE PUEBLO REGIONAL COMPREHENSIVE PLAN FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

SUMMARY:

Attached for consideration is the 2024 Addendum to the Pueblo Regional Comprehensive Plan for the Physical Development of Pueblo, a Colorado Municipal Corporation, otherwise known as "Pueblo's Regional Comprehensive Plan, Pueblo Regional Development Plan, Addendum, August 2024."

PREVIOUS COUNCIL ACTION:

Pueblo's Regional Comprehensive Plan was adopted by the Pueblo City Council on August 8, 2022, by Ordinance No. 10247. The applicant is concurrently requesting to rezone the property from R-2, Single-Family Residential to R-5, Mixed Residential and Office. (Z-24-11)

BACKGROUND:

Archway Communities is an affordable housing and services organization that began in the 1970's as the Mountain United Church Housing volunteer group. Archway Communities owns the property located at 1003 Liberty which is a 1.47-acre site, developed with a church, parking lots, detached accessory structure, mature trees, and a large turf area adjacent to Bonforte Boulevard. The site is currently zoned R-1, Single-Family Residential and is designated as a Suburban Neighborhood future land use area within the Pueblo Regional Comprehensive Plan. Archway Communities plans to develop two multifamily residential structures along the northern and western property lines and preserve the existing church, which is centrally located on the site. The proposed, three story, walk-up style multifamily residential development will include one- and two-bedroom dwelling units intended for households that earn 30-80 percent Area Median Income (AMI). According to the applicant, the church structure will be

redeveloped as a leasing office and community clubhouse. Due to its location and surrounding development, the existing Suburban Neighborhood Future land use classification and the R-1 zoning appear to be unsuitable and detrimental to future redevelopment efforts of this site. Amending the Pueblo Regional Comprehensive Plan Land Use Designation to Urban Neighborhood will facilitate redevelopment of the site. The proposed Urban Neighborhood Future Land Use Designation will facilitate the rezoning of the site to a R-5, Zone District, which will allow two multifamily dwelling units to be constructed and the existing church to be redeveloped as a leasing office and community space intended to service the immediate residents and neighborhood.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 14, 2024 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be rezoned.

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. CP-24-01 Combined Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING AND ADOPTING A 2024
ADDENDUM TO THE PUEBLO REGIONAL COMPREHENSIVE
PLAN FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A
COLORADO MUNICIPAL CORPORATION

WHEREAS, the City Planning and Zoning Commission is authorized to prepare and submit to the City Council for its approval a 2024 Addendum to the Pueblo Regional Comprehensive Plan for the physical development of the City; and,

WHEREAS, the City Planning and Zoning Commission, after a public hearing thereon conducted after due publication, has approved said addendum and submitted same to City Council for its approval; NOW, THEREFORE,

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

SECTION 1.

The 2024 Addendum to the Pueblo Regional Comprehensive Plan for the Physical Development of Pueblo, heretofore approved by the City Planning and Zoning Commission and submitted to the City Council for approval, copies of which are attached hereto, is hereby approved and adopted as the Master Plan for the Physical Development of the City with the changes thereto recommended by the City Planning and Zoning Commission.

SECTION 2.

The 2024 Addendum to the Pueblo Regional Comprehensive Plan for the Physical Development of Pueblo, does not repeal or rescind, the Pueblo Regional Comprehensive Plan for the Physical Development of Pueblo, a Colorado Municipal Corporation, adopted by the Pueblo City Council August 8, 2022, by Ordinance No. 10247. The physical development of the City after the effective date of this Ordinance shall be in conformity with the 2024 Addendum to the Pueblo Regional Comprehensive Plan-2022, hereby adopted, except insofar as any such physical development has been heretofore approved by Ordinance of the City Council.

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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

ARCHWAY COMMUNITIES

1003 LIBERTY LANE COMPREHENSIVE PLAN

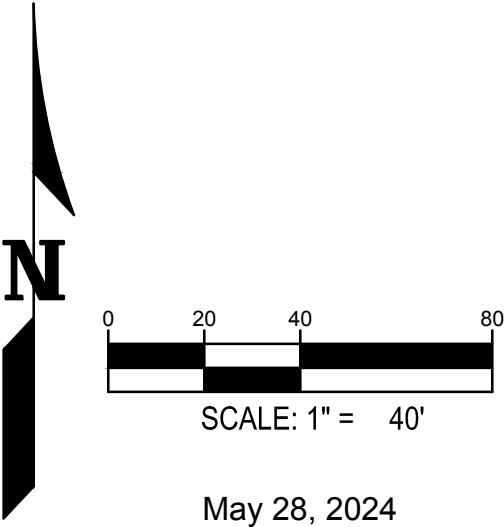
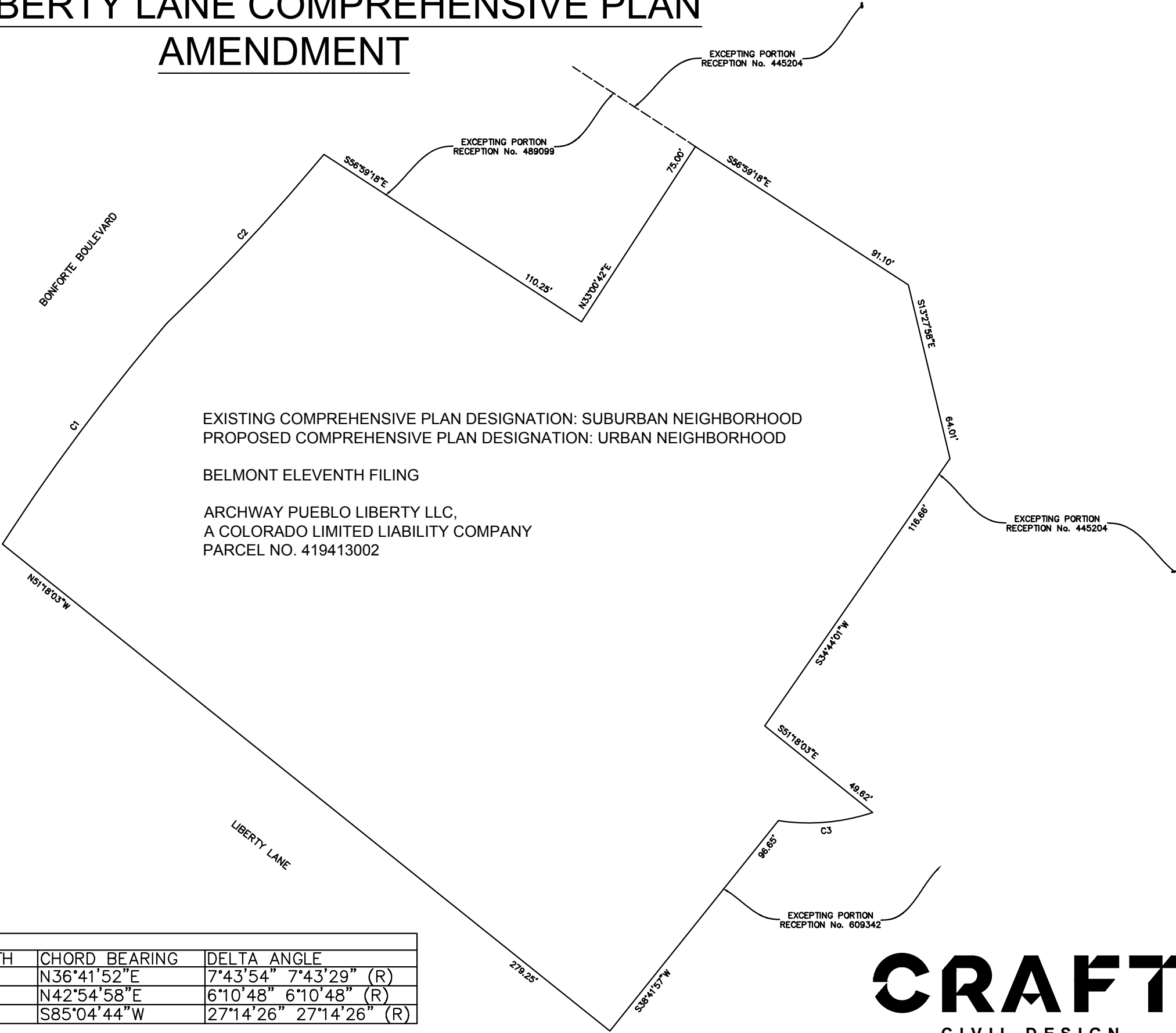
AMENDMENT

KNOW ALL MEN BY THESE PRESENTS: THAT ARCHWAY INVESTMENT CORPORATION, INC, A COLORADO NONPROFIT CORPORATION, BEING THE SOLE OWNER OF THE FOLLWING DESCRIBED TRACT OF LAND TO WIT:

LOTS 18 TO 26 INCLUSIVE, BLOCK 27, BELMONT 11TH, AND A PORTION OF VACANT STREET ADJACENT TO LOT 18 TO 21, LESS TRACT IN #445204 (NOW BELMONT 11TH RE-PLAT) ALSO LESS 0.18 ACRES OUT OF A PORTION OF LOTS 20 & 21 TO CHAMPION HOMES OF PUEBLO INC. BY DEED #489099

ALL IN COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING A CALCULATED AREA OF X ACRES, MORE OR LESS.



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	732.13' 732.13' (R)	98.80' 98.71' (R)	98.72'	N36°41'52"E	7°43'54" 7°43'29" (R)
C2	766.78' 766.78' (R)	82.71' 82.71' (R)	82.67'	N42°54'58"E	6°10'48" 6°10'48" (R)
C3	72.00' 72.00' (R)	34.23' 34.23' (R)	33.91'	S85°04'44"W	27°14'26" 27°14'26" (R)

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday August 14, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent:

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

Staff Members Absent:

Approval of the Agenda: Bailey motioned to approve the agenda, moving TA-22-01 to September 11, 2024, seconded by Maestri.

Motion Passed: 7-0

Public Hearings:

1. CP-24-01 Comprehensive Plan Amendment: Amendment to the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Plan for 1003 Liberty Ln. Amend the future land use designation from Suburban Neighborhood to Urban Neighborhood. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicant Jeff Neulieb, Kephart, Land Planner, Architect, was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council seconded by Maestri.

Motion Passed: 7-0.

CP-24-01

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: August 14, 2024

SUBJECT: Amendment of the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Plan for 1003 Liberty Lane, changing the future land use designation from Suburban Neighborhood to Urban Neighborhood. The amendment is intended to facilitate the construction of two multifamily residential structures and repurpose the existing church as a leasing office and community clubhouse

APPLICANT: Jeff Neulieb, Archway Pueblo Liberty, LLC

PROPERTY OWNER: Archway Pueblo Liberty, LLC

LOCATION: 1003 Liberty Lane

CONCURRENT REQUESTS: Z-24-11: 1003 Liberty Lane rezone from R-2, Single-Family Residential to R-5, Mixed Residential and Office

Background:

Archway Communities is an affordable housing and services organization that began in the 1970's as the Mountain United Church Housing volunteer group. In 1974 the organization purchased buildings from the JeffCo School District and redeveloped the structures as affordable housing, known as the Arvada Cottages. Since that time, the organization has grown and evolved into the current Archway Housing and Services, Inc. Archway Communities currently operates affordable rental communities in the Denver Metro area and Colorado Springs, they are now expanding into the Pueblo Community with the proposed 24-unit Liberty Lane Apartment project.

Archway Communities owns the property located at 1003 Liberty Lane and they plan to develop two multifamily residential structures along the northern and western property lines and preserve the existing church, which is centrally located on the site. The proposed, three story, walk-up style multifamily residential development will include one- and two-bedroom dwelling units intended for households that earn 30-80 percent Area Median Income (AMI). According to the applicant, the church structure will be redeveloped as a leasing office and community clubhouse.

In the 1950's, the site was donated to the Christ Congregational Church by Frank Bonforte, the developer of the post-World War II Belmont Neighborhood. The church was designed by Elizabeth Wright Ingram, granddaughter of Frank Lloyd Wright and opened as the Christ Congregational Church in 1958. The church is not currently on the City's historic register of local landmarks; however, it does meet the criteria for special

architectural and geographic significance. Regardless of the church's historic designation, the applicants intend to "preserve and honor the architectural history of the church and incorporate its spaces into the essence of the community."

Analysis:

1003 Liberty Lane is a 1.47-acre site, developed with a church, parking lots, detached accessory structure, mature trees, and a large turf area adjacent to Bonforte Blvd. The site is zoned R-1, Single-Family Residential and is designated as a Suburban Neighborhood future land use area by the Pueblo Regional Comprehensive Plan. The Suburban Land Use designation limits residential density to two to five dwelling units per acre and limits supporting land uses to accessory dwelling units, duplexes, townhomes, and community facilities. The R-1 Zoning limits the permitted uses of the property to single-family residential. Uses by review, within the R-1 Zone District include childcare, bed and breakfast homes, care homes, religious institutions, indoor recreation facilities, and wedding facilities.

The subject site is located adjacent to the east side of Bonforte Blvd., which is classified as a minor arterial roadway. According to the City's Roadway Classification and Design Standards, a minor arterial roadway provides for high-capacity traffic and the connection of neighborhoods. According to the City's design standards, mixed-use development is appropriate adjacent to a minor arterial roadway. Commercial and professional offices exist to the north, east, west, and south of the site. Three-story multifamily residential uses are located to the northwest of the site, and one single-family residential structure sits adjacent to the southeast corner of the site. The surrounding neighborhood is considered a mixed-use neighborhood containing a mixture of multifamily residential uses, non-residential uses, and one single-family residential use in the immediate neighborhood. Due to its location and surrounding development, the existing Suburban Neighborhood Future land use classification and the R-1 zoning appear to be unsuitable and detrimental to future redevelopment efforts of this site.

Amending the Pueblo Regional Comprehensive Plan Land Use Designation to Urban Neighborhood will facilitate redevelopment of the site, which has fallen into disrepair since the closure of the Christ Congregational Church. The proposed Urban Neighborhood Future Land Use Designation will facilitate the rezoning of the site to a R-5, Zone District, which will allow two multifamily dwelling units to be constructed and the existing church to be redeveloped as a leasing office and community space intended to service the immediate residents and neighborhood.

NEIGHBORHOOD COMPATIBILITY:

- North: R-5, Zone District, developed with a multi-tenant office structure containing a realty office, tax service, and barber shop.
- East: R-5, Zone District, developed with an orthodontist office and R-1, Zone District, developed with a single-family residential unit.
- South: O-1, Zone District, developed with a dentist office and R-5, developed with a dentist office.
- West: R-5, Zone District, developed with two commercial structures, housing a driving academy and rehabilitation services; and two multifamily residential structures.

RECOMMENDED ACTION:

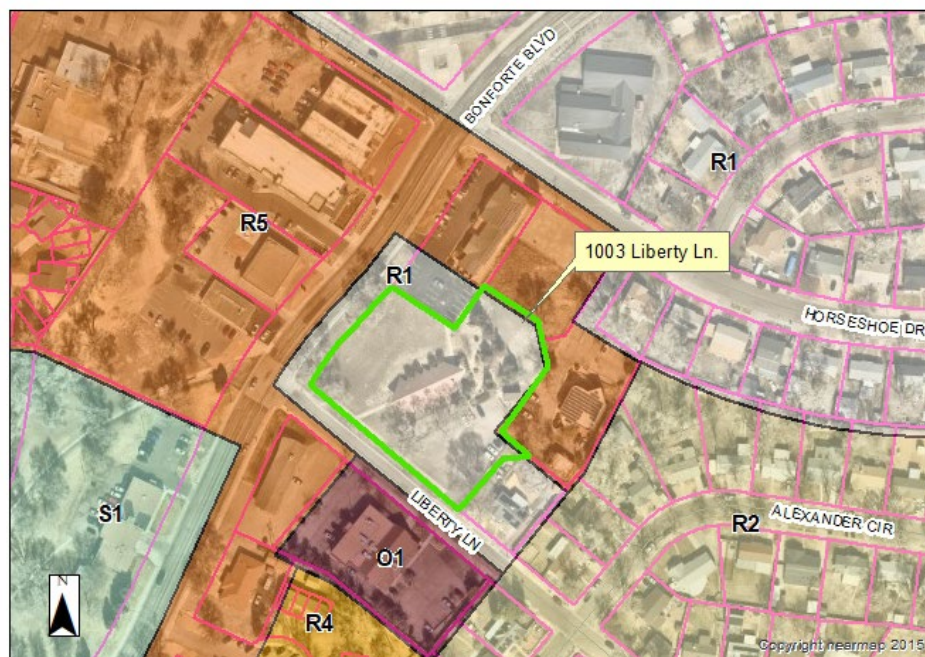
If the Planning Commission finds the proposed Pueblo Regional Comprehensive Plan amendment to be suitable, a recommendation to City Council adopting the amendment by Ordinance is appropriate.

ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Archway Communities 1003 Liberty Lane Comprehensive Plan Amendment Exhibit
- E. Application Narrative
- F. Tentative Site Plan



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice



D. 1003 Liberty Ln. looking northeast from Liberty Ln.



D. 1003 Liberty Ln. looking north from the intersection of Liberty Ln. and Bonforte Blvd.



D. 1003 Liberty Ln. looking east from Bonforte Blvd.

May 29, 2024

Planning & Community Development
1 City Hall Place
Pueblo, CO 81003

RE: Archway – Liberty Lane Residential
KA#: 223118

Dear Pueblo Planning & Community Development Office,

On behalf of the applicant, Archway Communities, we are pleased to submit a rezone and comprehensive plan amendment application submittal to the City of Pueblo. The following team has been assembled to complete this application:

- Developer – Shaina Maphet - Archway Communities – 8585 W. 14th Avenue, Suite A, Lakewood, CO 80215 / Shainam@archwaycommunities.org / 720-287-7294
- Land Planner / Architect – Jeff Neulieb – KEPHART – 2555 Walnut St. Denver, CO 80205 / jeffn@kephart.com / 303-832-4474
- Civil Engineer – Dan Allen – Craft Civil – 23 Lincoln St, Ste 200 Denver, CO 80203 / dallen@craftcivil.com / 319-899-2345

Archway Communities

The mission of Archway Communities is to elevate lives by providing access to affordable housing, supportive services, and community development initiatives. By focusing on creating stable and inclusive living environments, Archway Communities aims to foster a sense of belonging and empowerment among residents. Their holistic approach integrates quality housing with essential services such as education, health, and employment support, ensuring that individuals and families not only have a place to live but also the resources they need to thrive. Dedicated to addressing the diverse needs of underserved populations, Archway Communities strives to build vibrant, sustainable communities where everyone has the opportunity to achieve their fullest potential.

Site Context

The project site, situated on the east side of Bonforte Blvd. and Liberty Lane, spans approximately 1.4 acres. Currently zoned as R-1, our intention is to seek rezoning to accommodate a 3-story walk-up style apartment building. The comprehensive plan designates the property as Suburban Neighborhood and the proposed development would require a comprehensive plan amendment. Surrounding the site are key features:

to the north lies the Williamsburg Square commercial center, while the east is bordered by a medical office and to the southeast, a single-family residence.

The primary aim of this project is to address the pressing need for more affordable housing units within Pueblo, aligning with the objectives outlined in the City's Comprehensive Plan. Specifically, Goal 1.1 emphasizes the expansion of housing options to cater to the diverse needs of residents across all demographics. Moreover, Goal 1.3 underscores the importance of both preserving and augmenting the inventory of workforce and affordable housing in the region.

We firmly believe that our proposed project not only fulfills the mandates set forth in the comprehensive plan but also enhances and builds upon them, thereby contributing positively to the overall welfare of the community.

Site History and Existing Conditions

The site is the former home of the Christ Congregational Church United Church of Christ. According to the United Church of Christ, "Christ Congregational began in the 1950s when the minister of First Congregational Church on Pueblo's south side envisioned a liberal Protestant church to serve the Christian community on the north side of town."

Designed by Elizabeth Wright Ingram, granddaughter of Frank Lloyd Wright, Christ Congregational UCC opened its doors to a new building in 1958. The church sits on land donated by Frank Bonforte, the developer of the Belmont area of Pueblo. Known for its music, hospitality, and support of local charities through its monthly "Noisy Offering" program, Christ Congregational UCC is a multi-generational church with a small but strong and growing congregation.

The church currently sits vacant, and it is the applicant's intent to preserve and honor the architectural history of the church and incorporate its spaces into the essence of the community. By integrating the historic elements of the church into the new development, the project aims to create a harmonious blend of the old and the new, maintaining a connection to the site's rich heritage while addressing the contemporary need for affordable housing. This approach not only respects the legacy of the Christ Congregational Church but also enhances the cultural and historical fabric of the neighborhood, fostering a sense of continuity and community pride.

Site Plan

The Liberty Lane site plan features two 12-unit buildings, designed as three-story walk-up style apartment structures. To the south of the apartment buildings stands a preserved church, originally designed by Elizabeth Wright Ingram, granddaughter of Frank Lloyd Wright. This historic church will be repurposed into a community clubhouse, a design choice made to honor the architectural history of the site while ensuring harmonious

integration with the existing context. Access to the site is provided via two primary entrances from Liberty Lane: the first offers convenient parking for Building One, and the second provides parking for the clubhouse and Building Two. A secondary access point is planned for the east parcel to meet various fire department requirements for the proposed building type. Additionally, a central amenity area to the south of the church along Liberty Lane Street frontage will provide residents with spaces for both active and passive recreation.

The proposed development will complement the existing commercial and single-family neighborhood character. By utilizing appropriate architectural styles, building materials, and landscaping, the new development will seamlessly integrate with the surrounding area's aesthetic, enhancing the overall neighborhood appeal.

Page 22 of the Pueblo Regional Comprehensive Plan emphasizes the critical need for affordable housing within the community. The plan specifically highlights a significant demand for below market rate one to three-bedroom units, targeting essential demographics such as single-parent households, the elderly, and workers in the service and restaurant industries. In response to this identified need, this project aims to offer a diverse mix of one and two-bedroom units. These units will be made accessible to households earning between 30% and 80% of the Area Median Income (AMI), ensuring that a broad spectrum of the community can benefit from affordable housing options. The strategic provision of these units is designed to foster an inclusive and supportive community environment, addressing both current housing shortages and future demographic trends.

Rezone & Comprehensive Plan Request

The site is currently zoned R-1 under the Pueblo Zoning Map, which primarily permits single-family detached structures. To facilitate the development of affordable multi-family housing, the applicant seeks to rezone the property to R-5. This rezoning will align the site's designation with the surrounding context, as it is predominantly bordered by R-5 zoning to the north, east, and west of the subject parcel. Additionally, O-1 and R-2 zoning designations border small portions of the property to the southeast and west. By rezoning the property to R-5, the project will seamlessly integrate with the existing zoning framework of the surrounding areas, promoting cohesive urban development and supporting the city's objectives for increasing affordable housing availability. This change will not only harmonize the site with its neighboring parcels but also enhance the potential for creating a vibrant, multi-family residential community that addresses the pressing need for diverse and affordable housing options in Pueblo.

The site is currently designated as Suburban Neighborhood, primarily supporting single-family detached homes with a density range of 2 to 5 dwelling units per acre. The proposed development does not fit within this existing designation, so a comprehensive plan amendment is requested to change the designation to Urban Neighborhood. This change

would accommodate small-scale multi-family development within a centrally-located neighborhood in the City of Pueblo, allowing for a mix of housing types as emphasized on page 110 of the Pueblo Regional Comprehensive Plan. The Urban Neighborhood designation suggests a residential density of 6 to 16 dwelling units per acre, but higher densities may be permissible in some locations. We are proposing a higher density to provide the highly desired affordable housing outlined in the comprehensive plan.

Pueblo, like many growing cities, faces challenges in providing adequate and affordable housing for its residents. The proposed rezoning aligns with city goals to increase the affordable housing stock, addressing the needs of low- and moderate-income families. This fits into broader housing strategies and comprehensive plans aiming to ensure housing affordability and accessibility for all citizens. Creating affordable multi-family housing helps alleviate the housing burden on low- and middle-income families, offering them more accessible and suitable living arrangements.

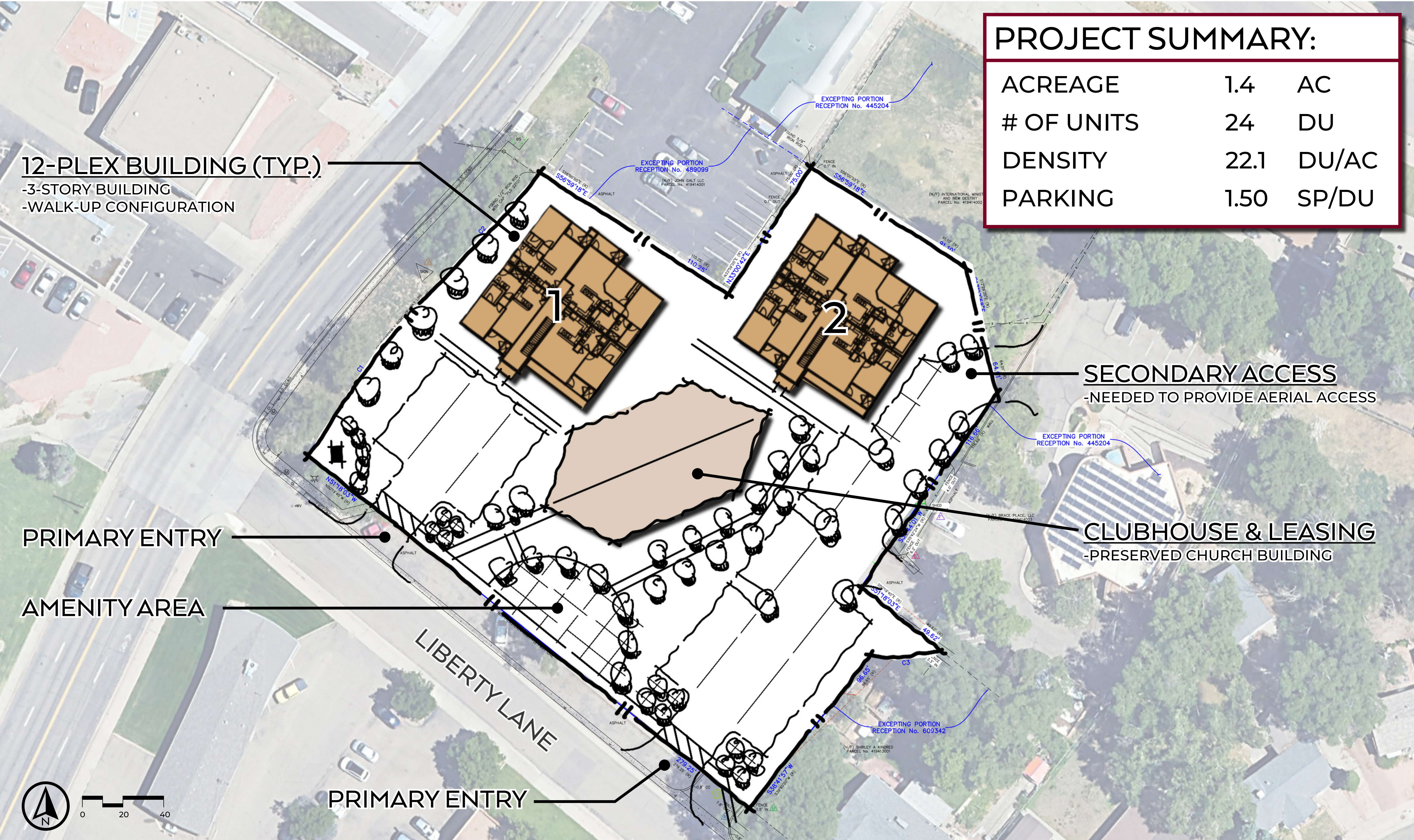
Rezoning to accommodate multi-family residential units introduces a variety of housing options to the community, attracting a wider range of residents, including young professionals, families, and seniors. Integrating different housing types fosters a more inclusive community, encouraging interaction among residents from various economic backgrounds, and promoting social cohesion and understanding. This will lead to stronger, more vibrant communities where residents feel a sense of belonging.

Archway Communities aims to elevate lives by providing affordable housing and supportive services. Their proposed project on Bonforte Blvd. and Liberty Lane, a 1.4-acre site currently zoned R-1, seeks rezoning to R-5 to facilitate a three-story walk-up apartment building. The site, formerly Christ Congregational Church designed by Elizabeth Wright Ingram, will preserve the church as a community clubhouse, blending historical architecture with new development. Addressing the critical need for affordable housing in Pueblo, the project offers one and two-bedroom units for households earning 30% to 80% of the Area Median Income (AMI). A comprehensive plan amendment to Urban Neighborhood is requested to support this development, which aligns with Pueblo's goals to increase affordable housing and create a diverse, inclusive community.

Sincerely,



Jeff Neulieb
KEPHART



12-PLEX BUILDING (TYP.)

- 3-STORY BUILDING
- WALK-UP CONFIGURATION

PRIMARY ENTRY

AMENITY AREA

PRIMARY ENTRY

SECONDARY ACCESS

-NEEDED TO PROVIDE AERIAL ACCESS

CLUBHOUSE & LEASING

-PRESERVED CHURCH BUILDING

PROJECT SUMMARY:		
ACREAGE	1.4	AC
# OF UNITS	24	DU
DENSITY	22.1	DU/AC
PARKING	1.50	SP/DU

ARCHWAY LIBERTY LANE APTS.

PUEBLO, COLORADO
CONCEPTUAL SITE PLAN | KA#223118 | DATE 04/29/2024



July 30, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Jeff Neulieb, Archway Pueblo Liberty, LLC for the recommendation of the following applications generally located east of Bonforte Blvd. and north of Liberty Lane.

Z-24-11: Rezone 1003 Liberty Lane, 1.47 acres from R-1, Single Family Residential to R-5, Multiple Residential and Office District.

CP-24-01: Amend the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Plan for 1003 Liberty Lane, 1.47 acres. The applicant is requesting to change the future land use designation from Suburban Neighborhood to Urban Neighborhood.

The Planning and Zoning Commission meeting will be held on August 14, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

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

**DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO**

Submitted July 25, 2024
Published July 30, 2024

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

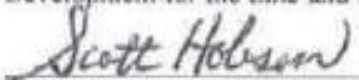
Take notice that at 3:30 P.M., on the 14th day of August, 2024 in the **City Council Chambers**, 1 City Hall Place, the Planning and Zoning Commission of Pueblo will hold a hearing for the following:

CP-24-01: A request to amend the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Plan for the property located at 1003 Liberty Lane, 1.47 acres. The applicant is requesting to change the future land use designation from Suburban Neighborhood to Urban Neighborhood.

A draft of the proposed amendment will be posted on <https://www.pueblo.us/151/Planning-Zoning-Commission> under "Most Recent Agenda" and on file in the office of the Department of Planning and Community Development office and will be available for viewing, typically the Friday prior to the meeting.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed amendment. Individuals who require special arrangements to participate are encouraged to contact the Planning Department at least 72 hours in advance.

After the public hearing and recommendation by the Planning and Zoning Commission, the ordinance adopting the proposed amendment will be considered by City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least ten (10) days prior to the hearing. Any interested person may appear and be heard at such public hearing and may call the Department of Planning and Community Development for the time and date of such public hearing.


Scott Hobson
Administrative Official
(719) 553-2255



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 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 TO REZONE APPROXIMATELY 1.4-ACRES LOCATED AT 1003 LIBERTY LANE FROM R-1, SINGLE-FAMILY ZONE DISTRICT TO R-5, MIXED RESIDENTIAL AND OFFICE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone approximately 1.4-acres from R-1, Single-Family Residential Zone District to R-5, Mixed Residential and Office Zone District to facilitate the development of two affordable multifamily residential structures and repurpose the existing church as a leasing office and community clubhouse.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting amend the Pueblo Regional Comprehensive Plan's future land use designation of Suburban Neighborhood to Urban Neighborhood (CP-24-01).

BACKGROUND:

Archway Communities owns the property located at 1003 Liberty Lane and they plan to develop two multifamily residential structures along the northern and western property lines and preserve the existing church, which is centrally located on the site. The subject site is located adjacent to the east side of Bonforte Boulevard, which is classified as a minor arterial roadway. According to the City's Roadway Classification and Design Standards, a minor arterial roadway provides for high-capacity traffic and the connection of neighborhoods. According to the City's design standards, mixed-use development is appropriate adjacent to a minor arterial roadway. Commercial and professional offices exist to the north, east, west, and south of the site. Three-story multifamily residential uses are located to the northwest of the site, and one single-family residential structure sits adjacent to the southeast corner of the site. The surrounding neighborhood is considered a mixed-use neighborhood containing a mixture of multifamily residential uses, non-residential uses, and one single-family

residential use in the immediate neighborhood. Due to its location and surrounding development, the R-1 zoning appears to be unsuitable and detrimental to future redevelopment efforts of this site. Rezoning to an R-5 Zone District will facilitate the development of two, three-story multifamily residential structures, containing a combined total of 24 one- and two-bedroom dwelling units for households that earn 30-80 percent Area Median Income (AMI). The applicants intend to repurpose the architecturally significant 1950's church into a community clubhouse offering support services, which will bring life back to a site that has fallen into disrepair since the closure of the Christ Congregational Church.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 14, 2024 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

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

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-24-11 Combined Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE APPROXIMATELY 1.4-ACRES LOCATED AT 1003
LIBERTY LANE FROM R-1, SINGLE-FAMILY ZONE DISTRICT
TO R-5, MIXED RESIDENTIAL AND OFFICE ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-1, Single-Family Residential Zone District to R-5, Mixed Residential and Office Zone District:

LOTS 18 TO 26 INCLUSIVE, BLOCK 27, BELMONT 11TH, AND A PORTION OF VACANT STREET ADJACENT TO LOT 18 TO 21, LESS TRACT IN #445204 (NOW BELMONT 11TH RE-PLAT) ALSO LESS 0.18 ACRES OUT OF A PORTION OF LOTS 20 & 21 TO CHAMPION HOMES OF PUEBLO INC. BY DEED #48909

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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

ARCHWAY COMMUNITIES

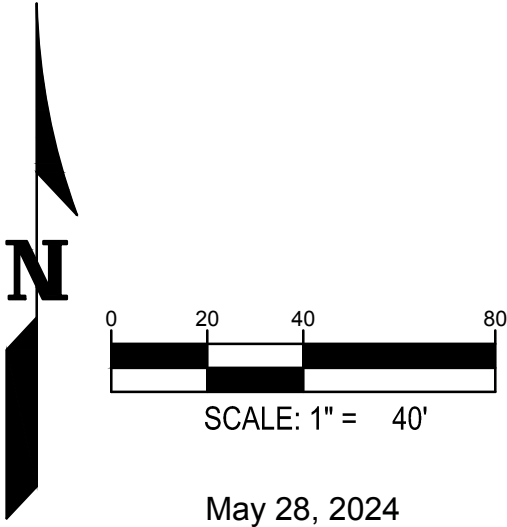
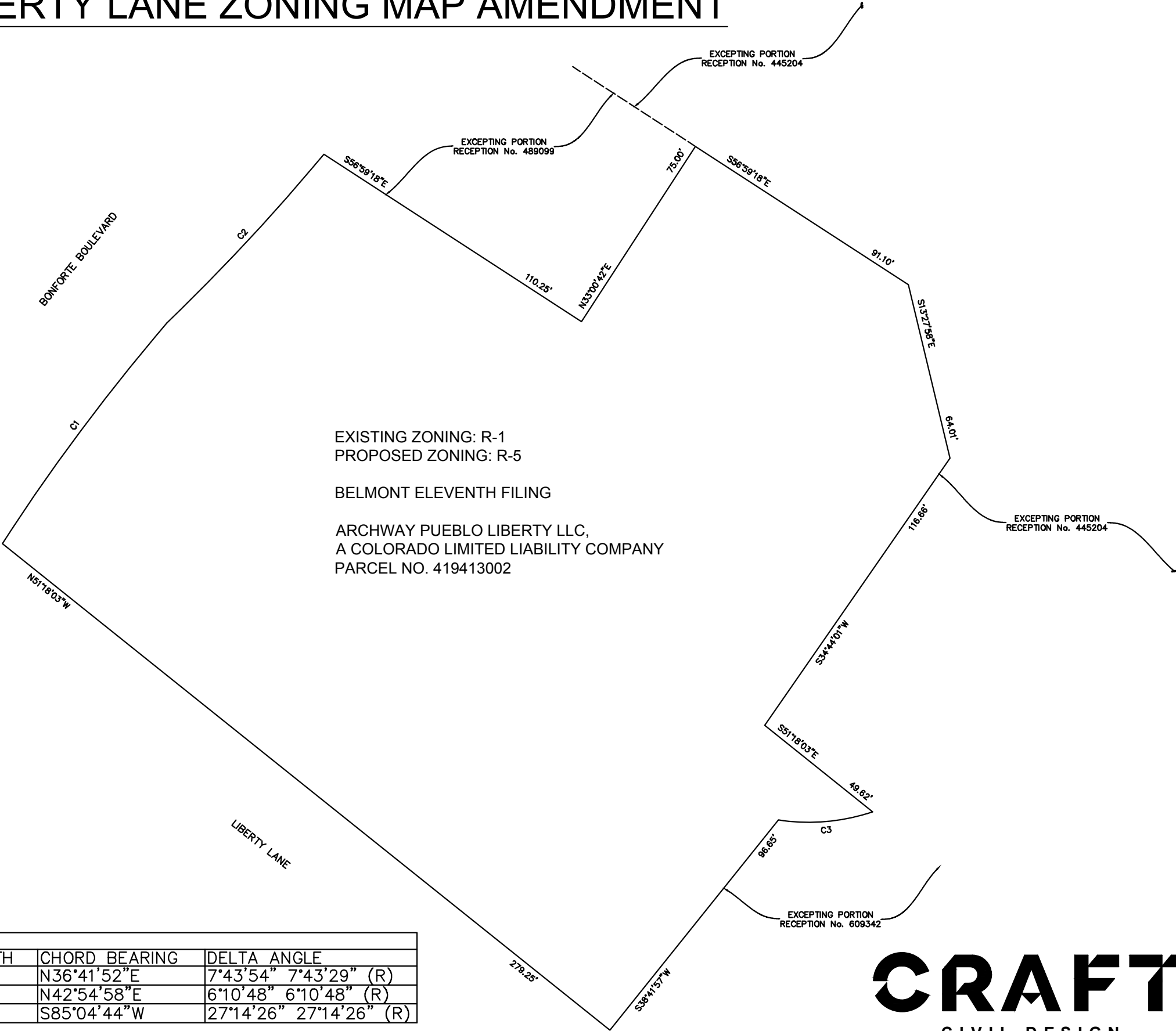
1003 LIBERTY LANE ZONING MAP AMENDMENT

KNOW ALL MEN BY THESE PRESENTS: THAT ARCHWAY INVESTMENT CORPORATION, INC, A COLORADO NONPROFIT CORPORATION, BEING THE SOLE OWNER OF THE FOLLWING DESCRIBED TRACT OF LAND TO WIT:

LOTS 18 TO 26 INCLUSIVE, BLOCK 27, BELMONT 11TH, AND A PORTION OF VACANT STREET ADJACENT TO LOT 18 TO 21, LESS TRACT IN #445204 (NOW BELMONT 11TH RE-PLAT) ALSO LESS 0.18 ACRES OUT OF A PORTION OF LOTS 20 & 21 TO CHAMPION HOMES OF PUEBLO INC. BY DEED #489099

ALL IN COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING A CALCULATED AREA OF X ACRES, MORE OR LESS.

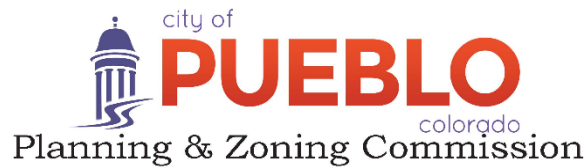


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C2	766.78' 766.78' (R)	82.71' 82.71' (R)	82.67'	N42°54'58\"E	6°10'48\" 6°10'48\" (R)
C3	72.00' 72.00' (R)	34.23' 34.23' (R)	33.91'	S85°04'44\"W	27°14'26\" 27°14'26\" (R)

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 August 14, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent:

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

Staff Members Absent:

Public Hearings:

2. Z-24-11 Rezone: 1003 Liberty Lane, 1.47 acres from R-1, Single Family Residential to R-5, Multiple Residential and Office District. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicant Jeff Neulieb, Kephart, Land Planner, Architect, was sworn in and spoke in support of the application. No one appeared in opposition

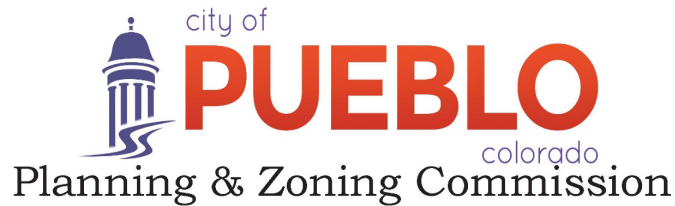
Commission Action: Bailey moved to recommend the application to City Council condition, seconded by Maestri.

Motion Passed: - 7-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-24-11

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: August 14, 2024

SUBJECT: Rezone 1.4 acres from R-1, Single-Family Residential to R-5, Mixed Residential and Office District

APPLICANT: Jeff Neulieb, Archway Pueblo Liberty, LLC

PROPERTY OWNER: Archway Pueblo Liberty, LLC

LOCATION: 1003 Liberty Lane

RELATED CASES: CP-24-01, amend the Pueblo Regional Comprehensive Future Land Use designation of Suburban Neighborhood to Urban Neighborhood.

REQUEST:

The applicant is requesting to rezone 1.4 acres, from R-1, Single Family Residential, to R-5, Mixed Residential and Office to facilitate the development of two affordable multifamily residential structures and repurpose the existing church as a leasing office and community clubhouse.

BACKGROUND AND ANALYSIS:

Archway Communities owns the property located at 1003 Liberty Lane and they plan to develop two multifamily residential structures along the northern and western property lines and preserve the existing church, which is centrally located on the site. According to the applicant, the church structure will be redeveloped as a leasing office and community clubhouse. In the 1950's, the site was donated to the Christ Congregational Church by Frank Bonforte, the developer of the post-World War II Belmont Neighborhood. The church was designed by Elizabeth Wright Ingram, granddaughter of Frank Lloyd Wright and opened as the Christ Congregational Church in 1958. The church is not currently on the City's historic register of local landmarks; however, it does meet the criteria for special architectural and geographic significance. Regardless of the church's historic designation, the applicants intend to "preserve and honor the architectural history of the church and incorporate its spaces into the essence of the community."

The subject site is located adjacent to the east side of Bonforte Blvd., which is classified as a minor arterial roadway. According to the City's Roadway Classification and Design Standards, a minor arterial roadway provides for high-capacity traffic and the connection of neighborhoods. According to the City's design standards, mixed-use development is appropriate adjacent to a minor arterial roadway. Commercial and professional offices exist to the north, east, west, and south of the site. Three-story multifamily residential uses are located to the northwest of the site, and one single-family residential structure sits adjacent to the southeast

corner of the site. The surrounding neighborhood is considered a mixed-use neighborhood containing a mixture of multifamily residential uses, non-residential uses, and one single-family residential use in the immediate neighborhood. Due to its location and surrounding development, the R-1 zoning appears to be unsuitable and detrimental to future redevelopment efforts of this site. Rezoning to a R-5 Zone District will facilitate the development of two, three-story multifamily residential structures, containing a combined total of 24 one- and two-bedroom dwelling units for households that earn 30-80 percent Area Median Income (AMI). The applicants intend to repurpose the architecturally significant 1950's church into a community clubhouse offering support services, which will bring life back to a site that has fallen into disrepair since the closure of the Christ Congregational Church.

LAND USE AND PLANNING COMMENTS CHARACTER AND COMPATIBILITY

Site Character:	The site is currently developed with an architecturally modern church, architecturally compatible accessory structure, paved parking lot, and large turf lawn.		
Neighborhood Compatibility:	North	R-5, Zone District, developed with a multi-tenant office structure containing a realty office, tax service, and barber shop.	
	East	R-5, Zone District, developed with an orthodontist office and R-1, Zone District, developed with a single-family residential unit.	
	South	O-1, Zone District, developed with a dentist office and R-5, developed with a dentist office.	
	West	R-5, Zone District, developed with two commercial structures, housing a driving academy and rehabilitation services; and two multifamily residential structures.	

COMPREHENSIVE PLAN:	With the approval of the Pueblo Regional Comprehensive Plan Amendment, CP-14-01, the site is designated as an Urban Neighborhood.
	According to the Comprehensive Plan, Urban Neighborhood future land use areas are characterized by a mixture of housing types including single-family homes, duplexes, small multi-family structures and accessory dwelling units. Supporting land uses include a variety of services and amenities available within the neighborhood to include neighborhood-scale commercial, retail and services. The proposed multifamily residential and community clubhouse are appropriate uses within the Urban Neighborhood 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 **The site is surrounded by R-5 zoning to the north, south, and west. Surrounding uses include professional services, personal services, and multifamily residential.**

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

☐ Comments **The zoning change facilitates redevelopment of a vacant church site and will provide 24 dwelling units as well as supportive services.**

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

☐ Comments **A tentative site plan is attached**

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

☐ Comments **Project commencement is subject to CHFA Funding**

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

☐ Comments **Project funding is subject to CHFA**

RECOMMENDED ACTION:

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

REFERRAL AGENCIES AND COMMENTS:

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

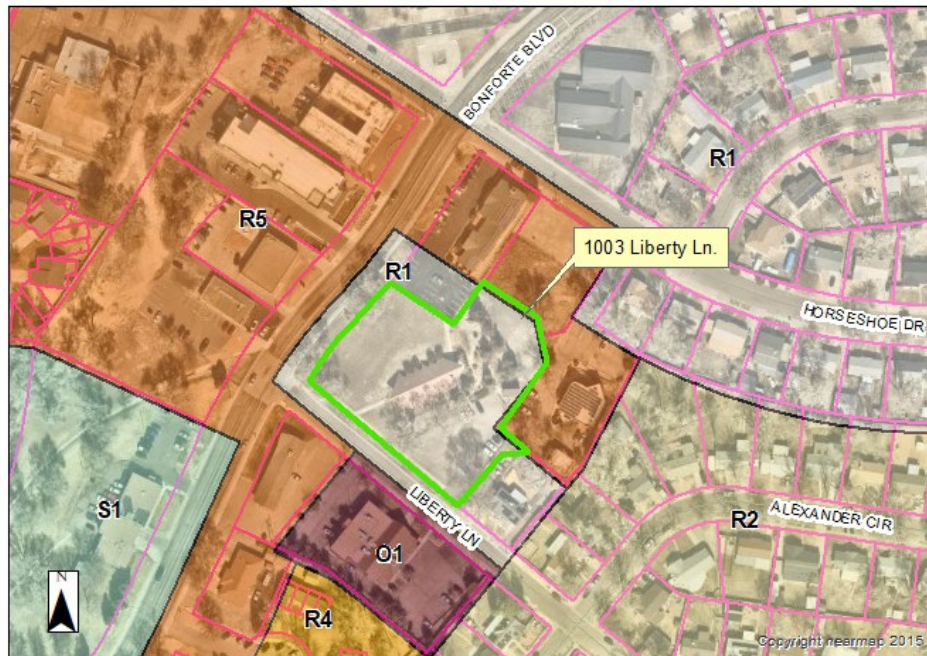
ATTACHMENTS:

- A. **Aerial Photograph**

- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Zoning Exhibit
- F. Application
- G. Application Narrative
- H. Tentative Site Plan
- I. Transportation Analysis



A. Aerial Photograph



B. Zoning



C. Comprehensive Plan



D. Public Notice



D. 1003 Liberty Ln. looking northeast from Liberty Ln.



D. 1003 Liberty Ln. looking north from the intersection of Liberty Ln. and Bonforte Blvd.



D. 1003 Liberty Ln. looking east from Bonforte Blvd.

Planning & Zoning Map Amendment Application (Rezoning)

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

Property Owner	
Name: Shalna Maphet	
Company: Archway Communities	
Address: 8585 w. 14th Ave., Ste. A. Lakewood, CO	Zip: 80228
Phone: () 720-287-7294	Email: shainam@archwaycommunities.org
Applicant	
Name: Jeff Neulieb	
Company: KEPHART	
Address: 2555 Walnut Street Denver, CO	Zip: 80205
Phone: () 303-832-4474	Email: jeffn@kephart.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ()	Email:
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: 1003 Liberty Lane Pueblo, CO 81001 (address or general description)	
Parcel# 419423002	
Legal Description: See Legal Description Word Document	
Subdivision:	Acreage: 1.4 Acres
Existing Zone District: R-1	Proposed Zone District: R-5

Purpose of this Application:

- ☒ To permit development of the property not allowed under the existing zone district.
☐ To provide proper zone district in conjunction with the subdivision plan for the area.
☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
☐ Other (specify): _____

(Continued from previous page)

Statement of Facts:

Justifying the zone change request. Be specific; use additional sheets if necessary.

See Letter of Introduction.

Description of area surrounding proposed development:

See Letter of Introduction.

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.

See Letter of Introduction.

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

Estimated date for beginning project: TBD / subject to CHFA Funding

Estimated date for completion of project: TBD / subject to CHFA Funding

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

See Letter of Introduction.

- ☐ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (if applicable)

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

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

Office Use Only	Zoning Compliance (Completed by City Staff)	
	Application received by:	Date:
	Application checked for completeness by:	Date:
	Case Manager:	Fee Paid:
Hearing date:		☐ Approved ☐ Denied ☐ Approved w/conditions

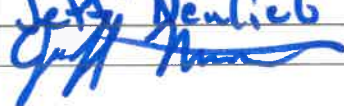
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner

Print Name:	Sebastian Corradino	
Signature:		Date: 5/28/24

Applicant, if different from Property Owner

Print Name:	Jeff Neulieb	
Signature:		Date: 5/29/24

ARCHWAY COMMUNITIES

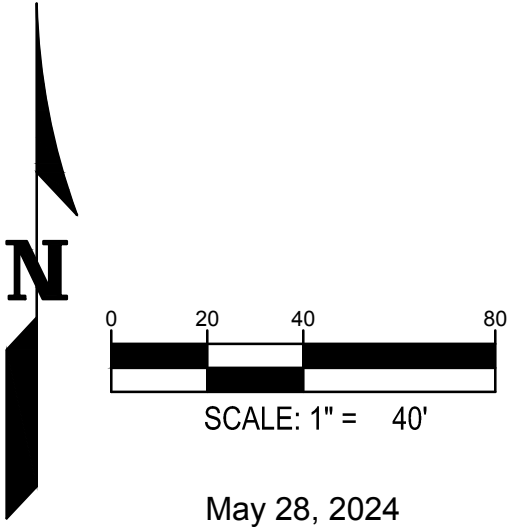
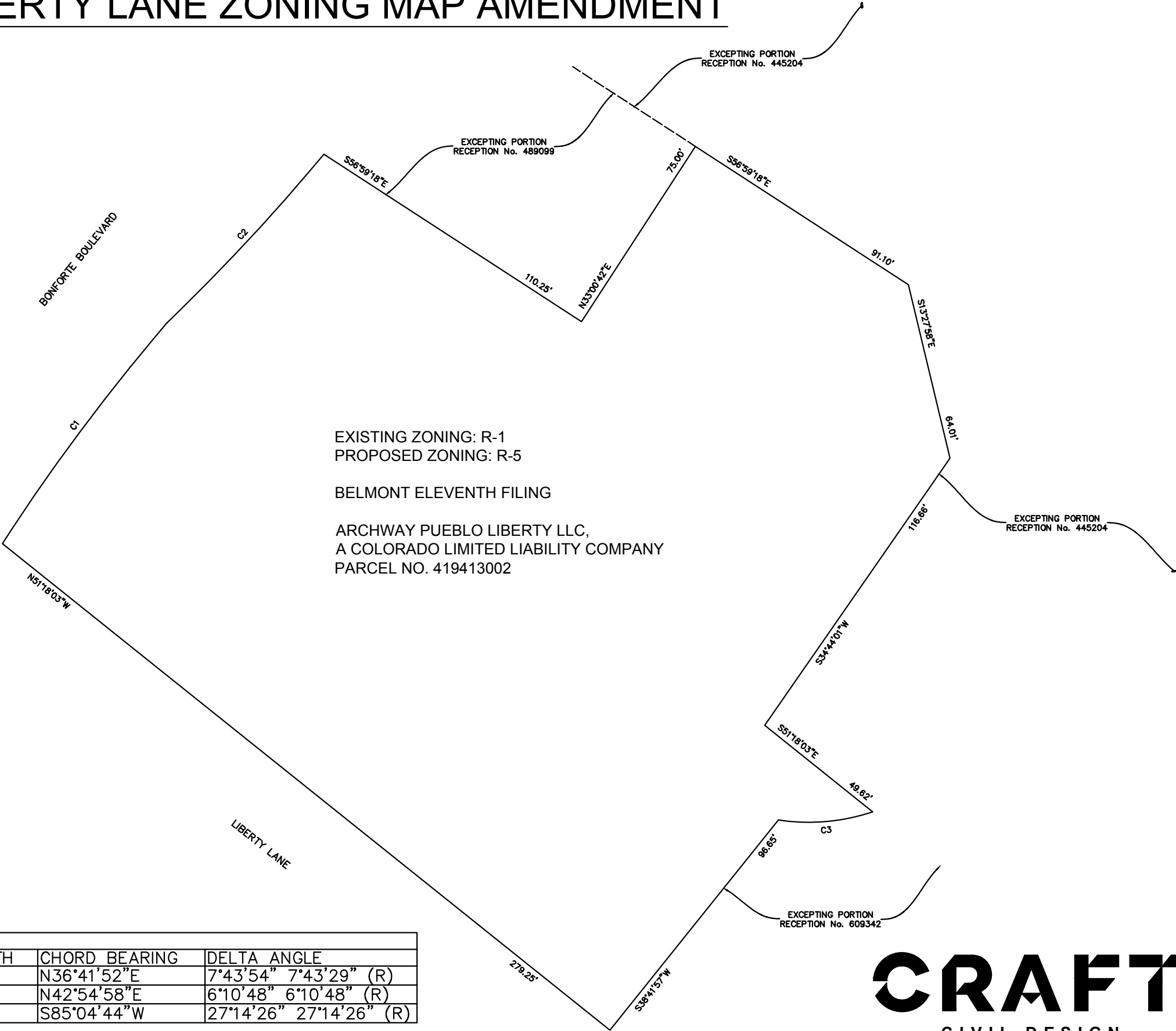
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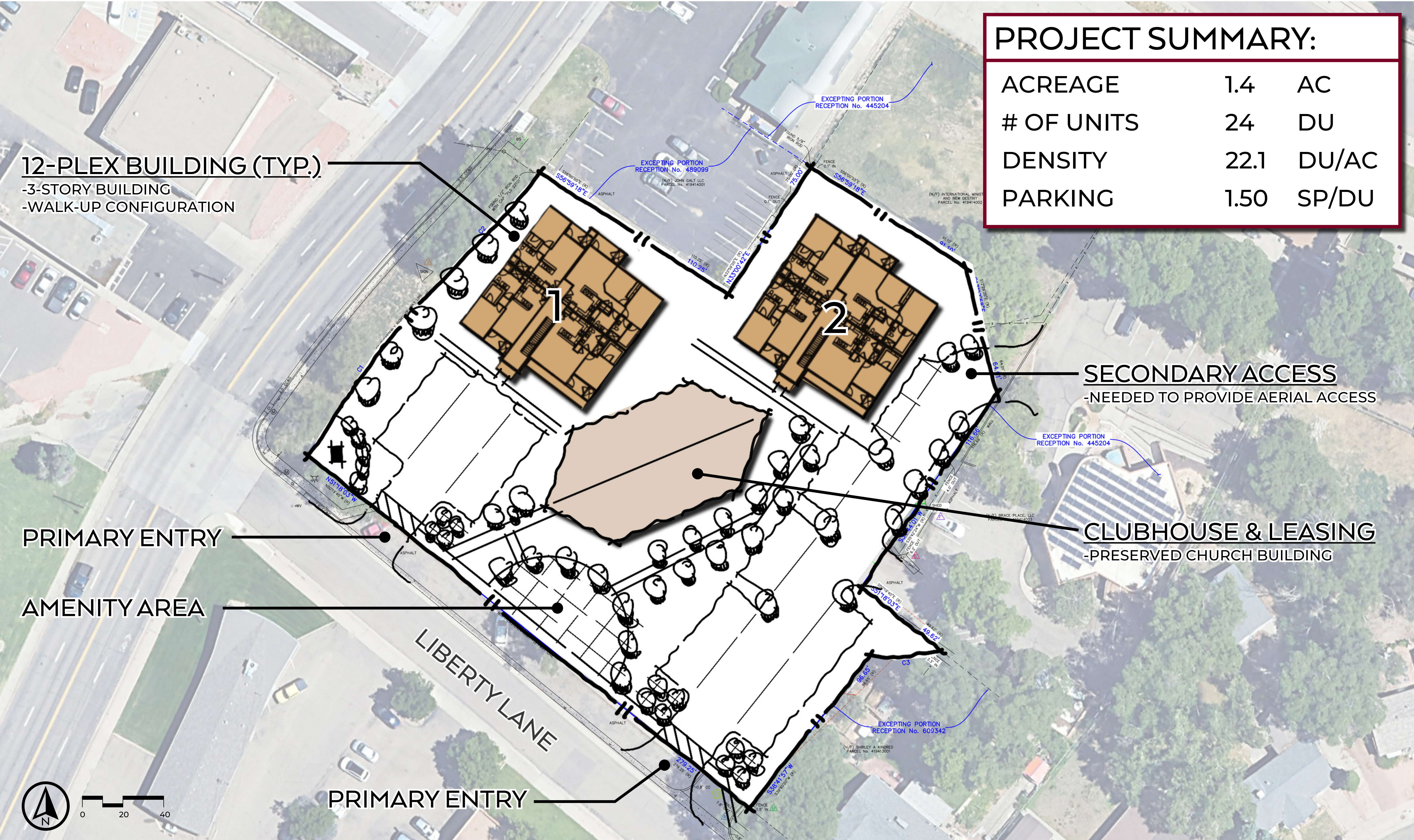
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ALL IN COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING A CALCULATED AREA OF X ACRES, MORE OR LESS.



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C3	72.00' 72.00' (R)	34.23' 34.23' (R)	33.91'	S85°04'44\"W	27°14'26\" 27°14'26\" (R)



PROJECT SUMMARY:		
ACREAGE	1.4	AC
# OF UNITS	24	DU
DENSITY	22.1	DU/AC
PARKING	1.50	SP/DU

ARCHWAY LIBERTY LANE APTS.

PUEBLO, COLORADO
CONCEPTUAL SITE PLAN | KA#223118 | DATE 04/29/2024



MEMORANDUM

To: City of Pueblo Planning and Development Services

From: Cassie Slade, PE, PTOE

Date: May 22, 2024

Project: Liberty Lane Affordable Housing – Pueblo, CO

Subject: Trip Generation Letter

The Fox Tuttle Transportation Group (Fox Tuttle) has completed a preliminary transportation analysis for the proposed construction of an affordable housing project, located in the northeast corner of Bonforte Boulevard and Liberty Lane in Pueblo, CO. The project proposes to construct 24 units (within two buildings) on the property that was once home to a church. It is understood that the church building will be preserved and repurposed as a clubhouse and leasing office. The purpose of this traffic narrative is to summarize the anticipated level of traffic and travel routes associated with the affordable housing project on Liberty Lane. A full traffic study will be conducted over the next month and the report will be provided to the City of Pueblo once complete.

Existing and Proposed Access

The church currently has one access on Liberty Lane that will continue to be utilized with the housing project. In addition, the conceptual plan shows another primary, full movement access on Liberty Lane and a secondary access to the neighboring property (northeast) that has direct access to Horseshoe Drive. These provide full movement with side-street stop-control.

Data Collection Plan

For the purpose of the full traffic study, it is proposed that traffic, pedestrian, and bicycle counts be collected for the weekday AM and PM peak periods at the following existing intersections:

- Bonforte Boulevard at Liberty Lane
- Liberty Lane at Existing Access
- Horseshoe Drive at Existing Access
- US 50 at Bonforte Boulevard

Additionally, two (2) roadway counts will be collected for 24 hours during a weekday: one on Liberty Lane east of Bonforte Boulevard and one on Bonforte Boulevard north of US 50.

Trip Generation

To establish the volume of trips associated with the proposed expansion of the Liberty Lane affordable housing project, the data contained in the Institute of Transportation Engineers’ (ITE) *Trip Generation Handbook and Manual (11th Edition)* was applied for the most applicable land use category. **Table 1** provides the trip generation estimate for the 24 apartments. For conservative purposes, there were no adjustments made for multi-modal users or internal capture.

Table 1 – Trip Generation

Land Use	Size	Unit	Average Daily Trips				AM Peak Hour Trips				PM Peak Hour Trips			
			Rate	Total	In	Out	Rate	Total	In	Out	Rate	Total	In	Out
ITE #223: Affordable Housing	24	DU	4.81	115	58	57	0.50	12	3	9	0.50	12	7	5

Source: ITE Trip Generation Manual and Handbook, 11th Edition, 2021.

It was estimated that the proposed housing project on Liberty Lane will generate up to 115 daily trips with 12 trips during the AM peak hour and 12 trips in the PM peak hour.

Trip Distribution

The estimated trip volumes were distributed based on existing traffic characteristics, land uses, and traffic patterns in the area. The overall assumed distribution percentages are listed below:

- 15% to/from the north via Horseshoe Drive to Jerry Murphy Road
- 5% to/from the north via Bonforte Boulevard
- 5% to/from the south via Bonforte Boulevard/Hudson Avenue
- 40% to/from the west via US 50
- 30% to/from the east via US 50
- 5% to/from east via Liberty Lane

Conclusions

It is anticipated that the existing roadway network, intersections, and access can accommodate the traffic for the proposed Liberty Lane housing project. Data collection and additional analysis will be provided in a full traffic study. **A full traffic study will be conducted over the next month and the report will be provided to the City of Pueblo once complete.** I hope that the contents of this memorandum are helpful to you. If you have any questions, please feel free to give me a call.

Sincerely,

FOX TUTTLE TRANSPORTATION GROUP, LLC



Cassie Slade, PE, PTOE
Principal

July 30, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Jeff Neulieb, Archway Pueblo Liberty, LLC for the recommendation of the following applications generally located east of Bonforte Blvd. and north of Liberty Lane.

Z-24-11: Rezone 1003 Liberty Lane, 1.47 acres from R-1, Single Family Residential to R-5, Multiple Residential and Office District.

CP-24-01: Amend the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Plan for 1003 Liberty Lane, 1.47 acres. The applicant is requesting to change the future land use designation from Suburban Neighborhood to Urban Neighborhood.

The Planning and Zoning Commission meeting will be held on August 14, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

July 30, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Jeff Neulieb, Archway Pueblo Liberty, LLC for the recommendation of the following applications generally located east of Bonforte Blvd. and north of Liberty Lane.

Z-24-11: Rezone 1003 Liberty Lane, 1.47 acres from R-1, Single Family Residential to R-5, Multiple Residential and Office District.

CP-24-01: Amend the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Plan for 1003 Liberty Lane, 1.47 acres. The applicant is requesting to change the future land use designation from Suburban Neighborhood to Urban Neighborhood.

The Planning and Zoning Commission meeting will be held on August 14, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

July 30, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Jeff Neulieb, Archway Pueblo Liberty, LLC for the recommendation of the following applications generally located east of Bonforte Blvd. and north of Liberty Lane.

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

CASE NUMBER: Z-24-11

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 1003 Liberty 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.

June 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 1003 Liberty Lane, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

Owner	OwnerStree	OwnerCity	OwnerState	OwnerZip
MARTINEZ PATRICE/SEABRON FELICIA	1000 ALEXANDER CIR	PUEBLO	CO	81001-2017
PACHECO JOSEPH	1001 ALEXANDER CIR	PUEBLO	CO	81001-2016
PENA RICHARD L/ PENA ALISSA LEE	1004 ALEXANDER CIR	PUEBLO	CO	81001-2017
YARN MARY E	1005 ALEXANDER CIR	PUEBLO	CO	81001-2016
GONZALES DAISY A TRUST / HARRISON	1008 ALEXANDER CIR	PUEBLO	CO	81001-2017
BISHOP OF PUEBLO	101 N GREENWOOD ST	PUEBLO	CO	81003-3164
DURAN FRANK / DURAN GERALDINE	1012 ALEXANDER CIR	PUEBLO	CO	81001-2017
KINDRED SHIRLEY A	1025 LIBERTY LN	PUEBLO	CO	81001-2038
CHAVEZ GREG T/CHAVEZ KRISTEN J	1433 CAMINO DE LOS RAN	PUEBLO W	CO	81007-2085
LINDELOF RODNEY MELVIN	1530 BONFORTE BLVD	PUEBLO	CO	81001-1601
CROSSROADS TURNING POINTS INC	1530 W 17TH ST	PUEBLO	CO	81003-1558
MCLEOD TYLER	1540 BONFORTE BLVD	PUEBLO	CO	81001-1601
TRUJILLO DAVID L	1552 BONFORTE BLVD	PUEBLO	CO	81001-1601
SALAZAR TONY/SALAZAR MARY	1631 HORSESHOE DR	PUEBLO	CO	81001-2033
SOLIS ARTHUR JR	1635 HORSESHOE DR	PUEBLO	CO	81001-2033
ZAMECKI DAVID M/ZAMECKI DIANE L	1637 HORSESHOE DR	PUEBLO	CO	81001-2033
BRACE PLACE, LLC	1641 HORSESHOE DR	PUEBLO	CO	81001-2033
INTERNATIONAL MINISTRIES NEW DESTIN	1702 BONFORTE BLVD	PUEBLO	CO	81001-1761
FUENTES BETTY L	1736 JERRY MURPHY RD	PUEBLO	CO	81001-1538
PIKE LESLIE M	1738 ALEXANDER CIR	PUEBLO	CO	81001-2004
MARTINEZ ASHLEY	1739 ALEXANDER CIR	PUEBLO	CO	81001-2003
VILLAFON RAMEDO JOHN	1740 ALEXANDER CIR	PUEBLO	CO	81001-2004
A + A PROPERTIES LTD	2 ROCKBRIDGE LN	PUEBLO	CO	81001-1332
ECKERT VICTOR JOSEPH/ECKERT COLLE	2047 SWITZER RD	SANGER	TX	76266-3506
STORAGE ONE ELIZABETH LLC	2537 S GENOA CT	AURORA	CO	80013-6291
G & L LIMITED PROPERTIES LLC	3000 8TH AVE	PUEBLO	CO	81008-1219
GROVE PATRICIA A/GROVE JOHN J	3401 MORRIS AVE	PUEBLO	CO	81008-1343
EISOLD PROPERTIES LLC	3838 BISON LN	PUEBLO	CO	81005-3082
JOHN GALT LLC	4345 THREE GRACES DR	COLORADO	CO	80904-4611
AMERICAN PROPERTY ENTERPRISES LLC	4351 LITTLE BURNT MILL R	PUEBLO	CO	81004-8734
ARCHWAY PUEBLO LIBERTY LLC	8585 W 14TH AVE STE A	LAKEWOOD	CO	80215-4860
MPCO PROPERTIES LLC	8860 LASSIE LN	SAN DIEGO	CA	92123-3028
C C M THE RIGHT PLACE LLC	901 S 70TH ST	WEST ALLIS	WI	53214-3100
HODGE DIRK C / HODGE BAILEY J	925 ALEXANDER CIR	PUEBLO	CO	81001-2014
GONZALEZ FERNANDO	928 ALEXANDER CIR	PUEBLO	CO	81001-2015
ROSALES GENA R	929 ALEXANDER CIR	PUEBLO	CO	81001-2014
RIVERA RUEBEN A / RIVERA BERNADET	930 ALEXANDER CIR	PUEBLO	CO	81001-2015
TURNER STEPHEN JR/TURNER AMANDA J	PO BOX 1175	LA PORTE	CO	80535-1175
H AND T PARTNERSHIP	PO BOX 200218	DENVER	CO	80220-0218
D I C E GROUP, LLC	PO BOX 3338	PUEBLO	CO	81005-0338



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 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 TO REZONE APPROXIMATELY 14.08-ACRES GENERALLY LOCATED WEST OF JERRY MURPHY ROAD AND NORTH OF BLUESTEM BOULEVARD FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT, TO S-1, GOVERNMENT USE ZONE DISTRICT

SUMMARY:

The City is requesting to rezone approximately 14.08-acres from R-2, Single Family Residential Zone District to S-1, Government Use Zone District to facilitate a two-lot subdivision and the development of Fire Station No. 8 and a future government/public use.

PREVIOUS COUNCIL ACTION:

The City is concurrently requesting site plan approval to construct the new Fire Station #8 (GU-23-07) which will replace the current Fire Station #8 and the City is also requesting to subdivide the 14.08-acres into two lots (S-23-12).

BACKGROUND:

The City is requesting to rezone 14.08-acres from R-2, Single Family Residential to S-1, Government Use, to facilitate the construction of Fire Station #8. Fire Station #8 will replace the current Fire Station located at 1551 Bonforte Boulevard. The subject property was annexed into the City in 1955 and master planned in the 1980's. The 1987 Amended University Park Master Plan identifies the subject property as park. The property was deeded to the City with Resolution 5987 in 1987; it appears that the land was deeded to the City for park development; however, the property deed and Resolution accepting the land do not specifically state, nor restrict the use of the land. Parks Director, Steven Meier, stated that the area surrounding the fire station should remain a native open park area. "The City's vision has always been to extend the trail to the north through these parcels. In addition to the rezoning, the City submitted applications for subdivision and government use site plan review for Fire Station #8.

The Fire Station No. 8 Subdivision will create two lots, the proposed Fire Station #8 will be located on Lot 1, which is 241,925 square feet. Lot 2 is 371,459 square feet and will house future government/public use. Both lots are large and can comfortably accommodate park and government use development.

The Pueblo Regional Comprehensive Plan, 2022, designates the rezoning site as Parks and Open Space. According to the Comprehensive Plan, Parks and Open Space properties are characterized by parks, open space, greenways, natural areas, lands, and facilities generally owned by public agencies. Scenic views, natural resources, and wildlife habitat should be preserved. Supporting land uses include trails, ball fields, visitor centers, and other recreational facilities. The proposed fire station is a public facility and the surrounding open space and future trail extension through Lots 1 and 2 is consistent with the Pueblo Regional Comprehensive Plan designation of Parks and Open Space and fits within the 1987 Amended University Park Master Plan's park designation.

The purpose of 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.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 13, 2024 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

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

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-23-13 Combined Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 14.08-ACRES GENERALLY LOCATED WEST OF JERRY MURPHY ROAD AND NORTH OF BLUESTEM BOULEVARD FROM R-2, SINGLE FAMILY RESIDENTIAL 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, hereby changed from R-2, Single Family Residential Zone District to S-1, Government Use Zone District: A portion of the E1/2 of the E1/2 of the NW1/4 and the W1/2 of the W1/2 of the NE1/4 of Section 18, Township 20 South, Range 64 West of the 6th P.M. and being more particularly described as follows:

Considering the north line of the NW1/4 of Section 18, Township 20, South, Range 64 West of the 6th P.M. bear S.88°48'04"E. and all bearings herein being relative thereto. The North quarter corner of said section being monumented with a 2 1/2" Aluminum Cap with PLS 30107 and the NW corner of said section being monumented with a 2 1/2" Aluminum Cap with PLS 10402.

Beginning at the North quarter corner of said Section 18; thence S.88°42'20"E. (S.89°14'53"E. Deed), along the North line of said NE1/4, a distance of 181.01 feet (180.87 feet Deed) to the West boundary line of College Park Subdivision, Second Filing, according to the recorded plat thereof, filed for record May 14, 1975 in the Pueblo County Records; thence Southerly, along the Westerly boundary line of said subdivision, the following two (2) courses:

1. S.09°43'30"E. (S.10°19'08"E. Deed/Plat), a distance of 118.90 feet;
2. Along the arc of a curve to the right whose radius is 1950.00 feet, a distance of 688.53 feet to the Northwest corner of College Park Subdivision, First Filing, according to the plat thereof, file for record November 27, 1974. Thence Southerly, along the westerly boundary line of said subdivision the following three (3) courses:
 1. Along the arc of a curve to the right whose radius is 1950.00 feet, a distance of 342.02 feet; 2. S.20°33'18"W. (S.19°57'40"W. Deed/Plat), a distance of 237.15 feet;
 3. Along the arc of a curve to the left whose radius is 2000.00 feet, a distance of 228.06 feet to the East line of the tract of land as described in Book 1812 at Page 571 of the Pueblo County records;

Thence Northerly, along said East line, the following four (4) courses:

1. N.74°19'27"W. (N.74°55'05"W. Deed), a distance of 107.49 feet;
2. N.04°38'11"E. (N.04°02'34"E. Deed), a distance of 365.26 feet;
3. N.29°22'46"W. (N.29°58'25"W. Deed), a distance of 404.77 feet;
4. N.01°47'32"E. (N.01°11'54"E. Deed), a distance of 354.58 feet to the South line of a tract of land as described in Book 1757 at Page 697 of the said county records;

Thence along the boundary of said tract of land, the following two (2) courses:

1. S.88°47'34"E. (S.89°23'12"E. Deed), a distance of 41.00 feet;
2. N.05°23'34"W. (N.05°59'12"W Deed), a distance of 484.33 feet (484.54 Deed) to the North line of said NW1/4. Thence S.88°48'04"E. (S89°23'12"E. Deed), along said North line of the NW1/4, a distance of 312.13 feet (312.29 feet Deed) to the North quarter corner of said section and the Point of Beginning, County of Pueblo, State of Colorado.

Containing 14.08 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 the Ordinance to implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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.

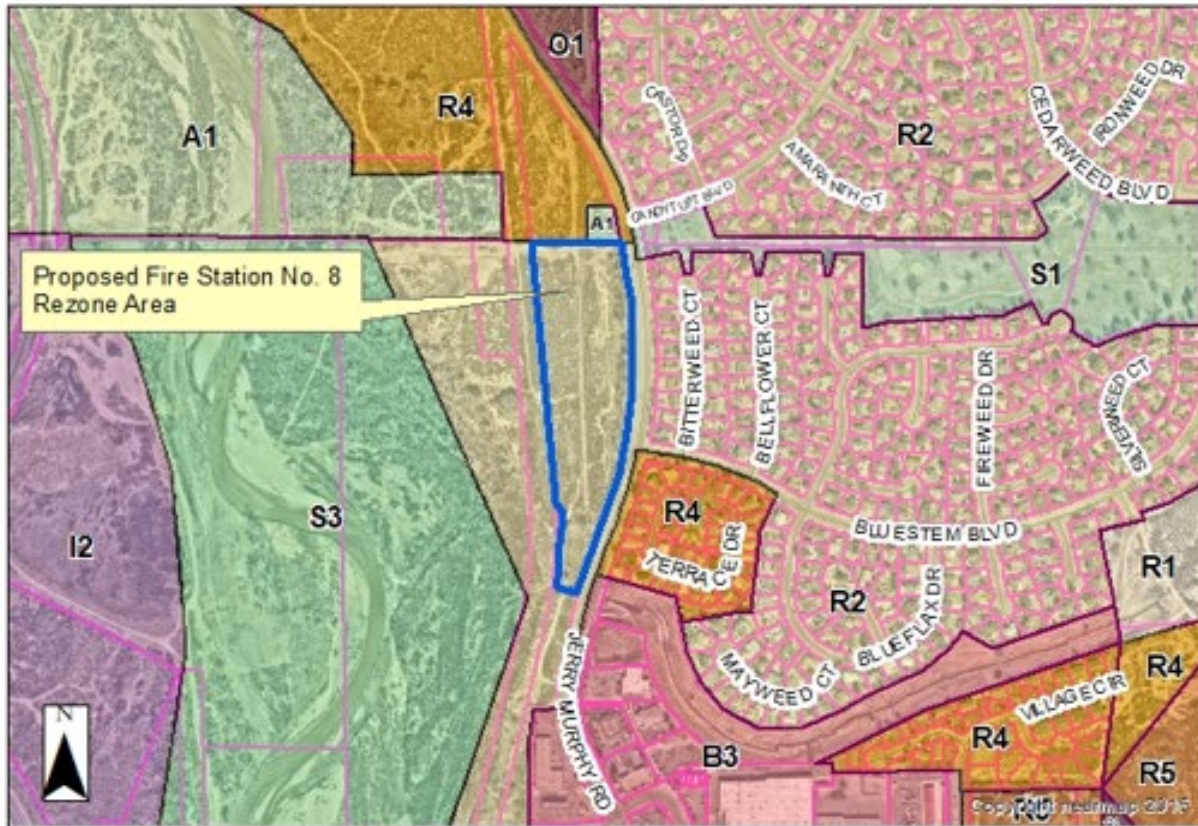
☐ Ordinance re-adopted on a vote of _____, on _____

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

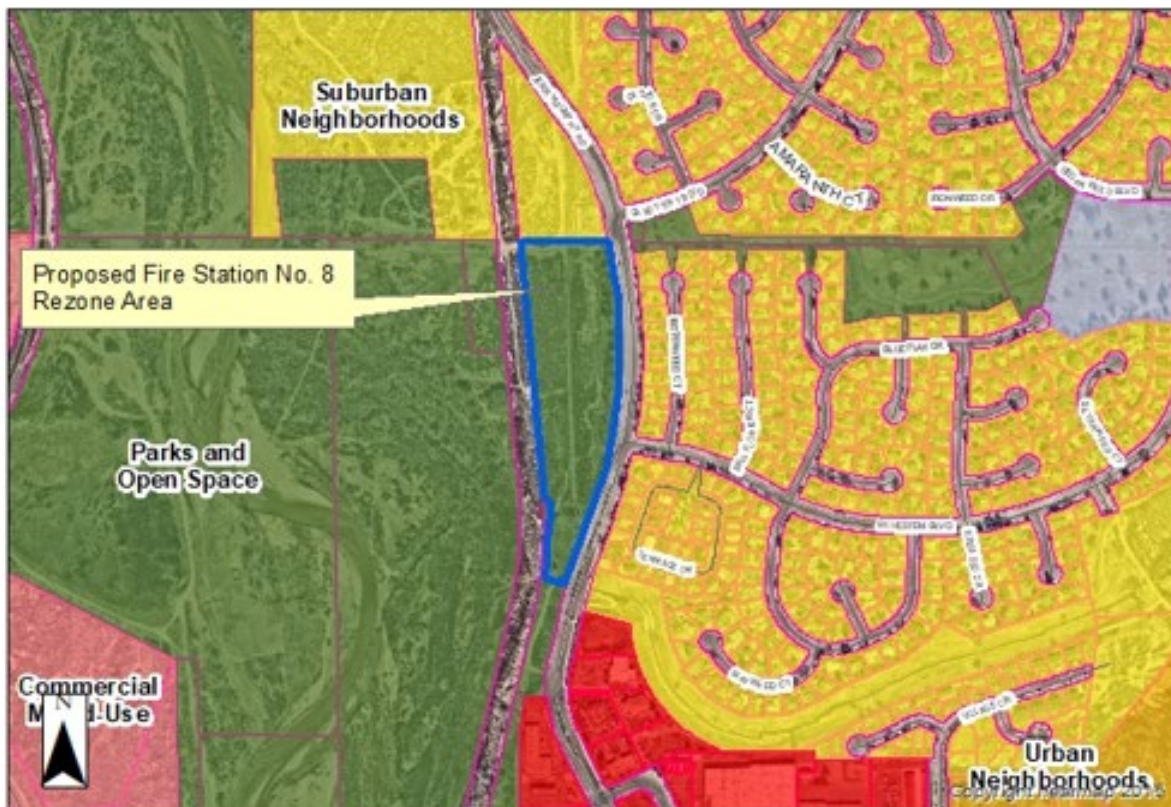
President of City Council

ATTEST

City Clerk



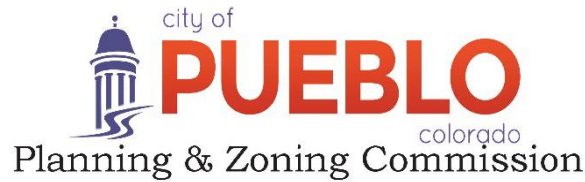
B. Zoning



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:

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.

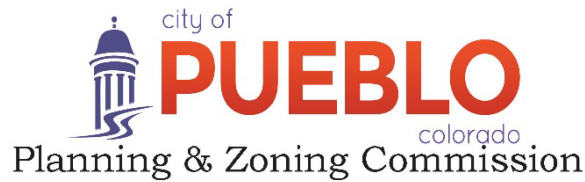
Commission Action: Bailey moved to recommend the application be referred to City Council, seconded by Spinuzzi.

Motion Passed: 7-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Roger Gomez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-23-13

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: March 13, 2024

SUBJECT: Rezone 14.08 acres from R-2, Single-Family Residential to S-1, Government Use District to facilitate construction of Fire Station #8

APPLICANT: City of Pueblo

PROPERTY OWNER: City of Pueblo

LOCATION: Generally located west of Jerry Murphy Rd. and north of Bluestem Blvd.

RELATED CASES: S-23-12, Fire Station No. 8 Subdivision
GU-23-07, Development Plan review of the proposed Fire Station No. 8

REQUEST:

The City is requesting to rezone 14.08 acres, from R-2, Single Family Residential, to S-1, Government Use to facilitate a two lot subdivision and the development of Fire Station No. 8 and a future government/public use.

BACKGROUND AND ANALYSIS:

The City is requesting to rezone 14.08 acres from R-2, Single Family Residential to S-1, Government Use, to facilitate the construction of Fire Station #8. Fire Station #8 will replace the current Fire Station located at 1551 Bonforte Blvd. The Fire Department administrative office will continue to operate out of the Bonforte location; however, all firefighters will be relocated to the Jerry Murphy location. The existing station is a single-story structure with a brick façade which lacks modern amenities that are necessary for the health, safety, and welfare of the firefighters. The proposed fire station will provide facilities to isolate the truck room contaminants from the living quarters and cleaning facilities for proper decontamination. The new station will also include two full bays, a partial bay, office spaces, communal living, a kitchen, full bedrooms for multiple firefighters, private bathrooms to accommodate all genders, and a gym space to work out.

The subject property was annexed into the City in 1955 and master planned in the 1980's. The 1987 Amended University Park Master Plan identifies the subject property as park. The property was deeded to the City with Resolution 5987 in 1987; it is assumed that the land was deeded to the City for park development; however, the property deed and Resolution accepting the land do not specifically state, nor restrict the use of the land. Parks Director, Steven Meier, stated that the area surrounding the fire station should remain native open park area. "The City's vision has always been to extend the trail to the north through these parcels.

In addition to the rezoning, the City submitted applications for subdivision and government use site plan review for Fire Station #8. The Fire Station No. 8 Subdivision will create two lots, the proposed Fire Station #8 will be located on Lot 1, which is 241,925 sq. ft.. Lot 2, is 371,459 sq. ft., and will house a future government/public use. Both lots are large and can comfortably accommodate park and government use development.

LAND USE AND PLANNING COMMENTS

CHARACTER AND COMPATIBILITY

Site Character: The site is currently undeveloped.

Neighborhood Compatibility:

North	R-4, Mixed Residential District, unimproved native vegetation, and A-1, Agricultural One, improved with a Black Hills Substation.
East	R-2, Single-Family Residential, improved with single-family residences, and R-4, Mixed Residential District,
South	R-2, Single-Family Residential, unimproved native vegetation.
West	R-2, Single-Family Residential, unimproved native vegetation.

COMPREHENSIVE PLAN: The Pueblo Regional Comprehensive Plan, 2022, designates the rezoning site as Parks and Open Space.

According to the Comprehensive Plan, Parks and Open Space properties are characterized by parks, open space, greenways, natural areas, lands, and facilities generally owned by public agencies. Scenic views, natural resources, and wildlife habitat should be preserved. Supporting land uses include trails, ball fields, visitor centers, and other recreational facilities. The proposed fire station is a public facility and the surrounding open space and future trail extension through Lots 1 and 2 is consistent with the Pueblo Regional Comprehensive Plan designation of Parks and Open Space and fits within the 1987 Amended University Park Master Plan's park 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 **The zoning change facilitates public safety enhancements.**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope

and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

☐ Comments **The zoning change facilitates public safety enhancements**

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

☐ Comments **A formal site plan for Fire Station #8 will be reviewed by the Planning and Zoning Commission, GU-23-06**

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:

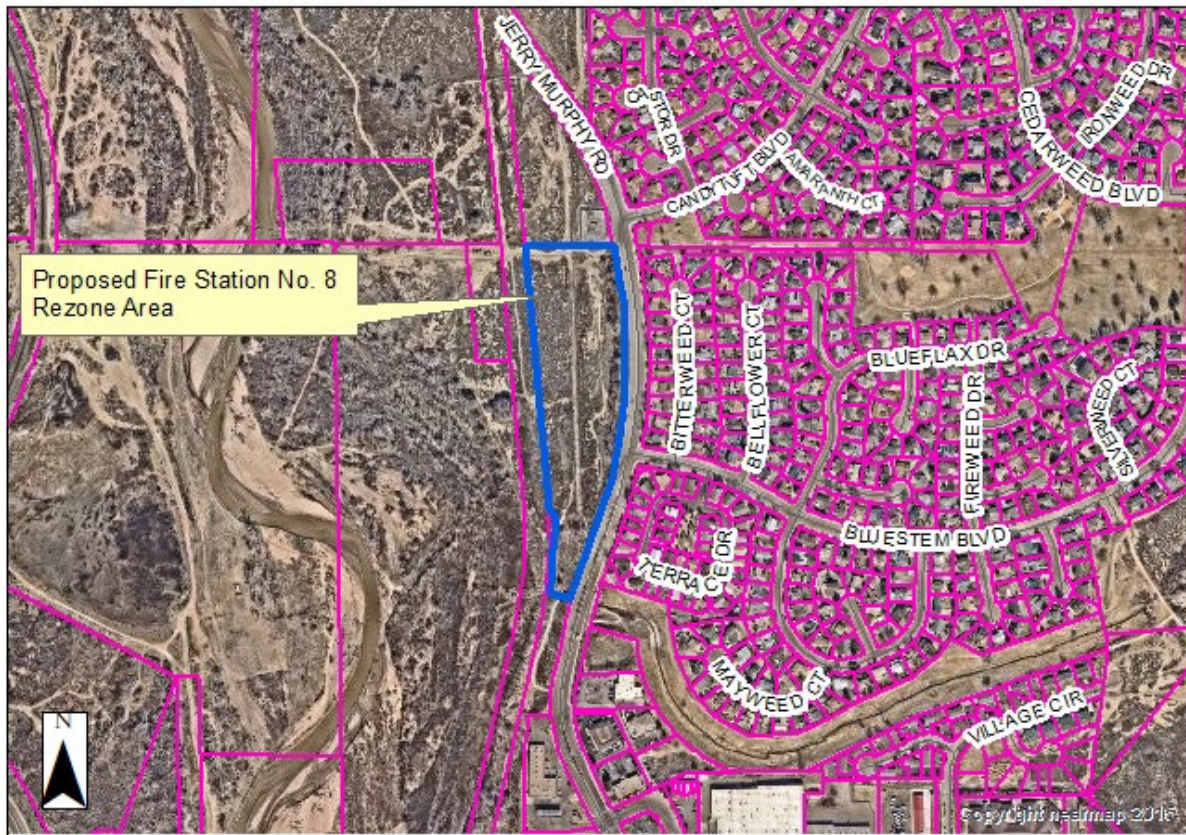
If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council for approval is appropriate.

REFERRAL AGENCIES AND COMMENTS:

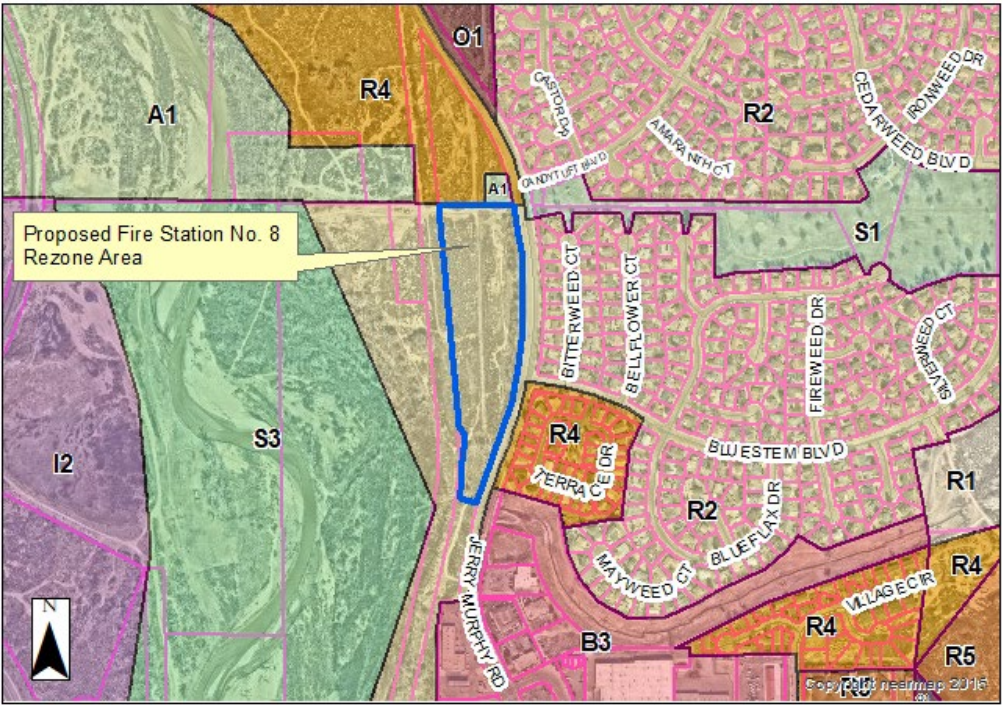
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No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

ATTACHMENTS:

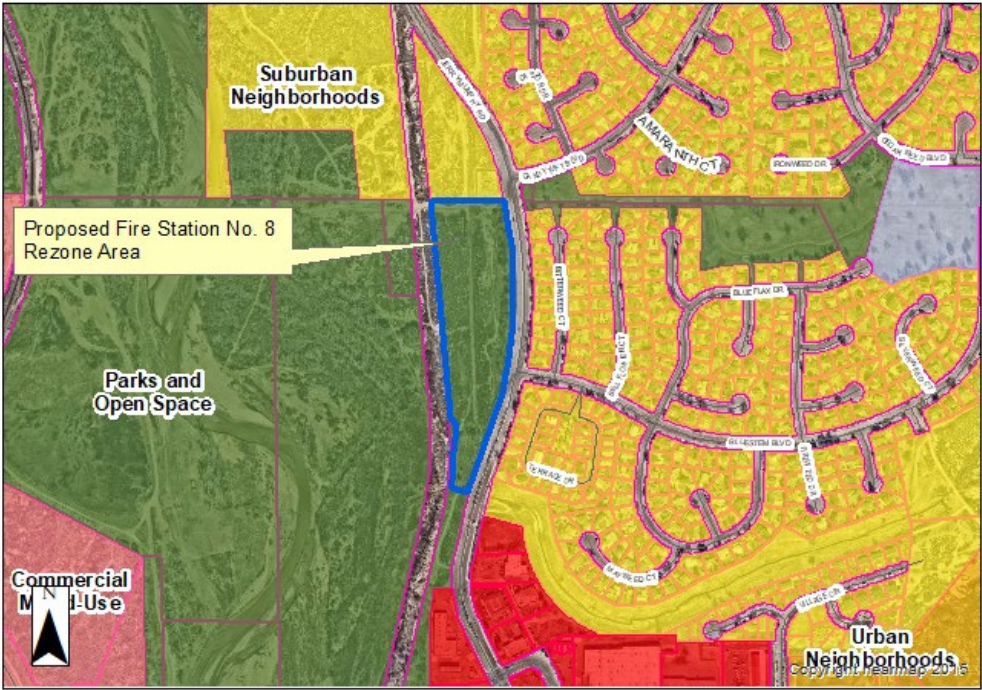
- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Zoning Exhibit
- F. Application



A. Aerial Photograph



B. Zoning



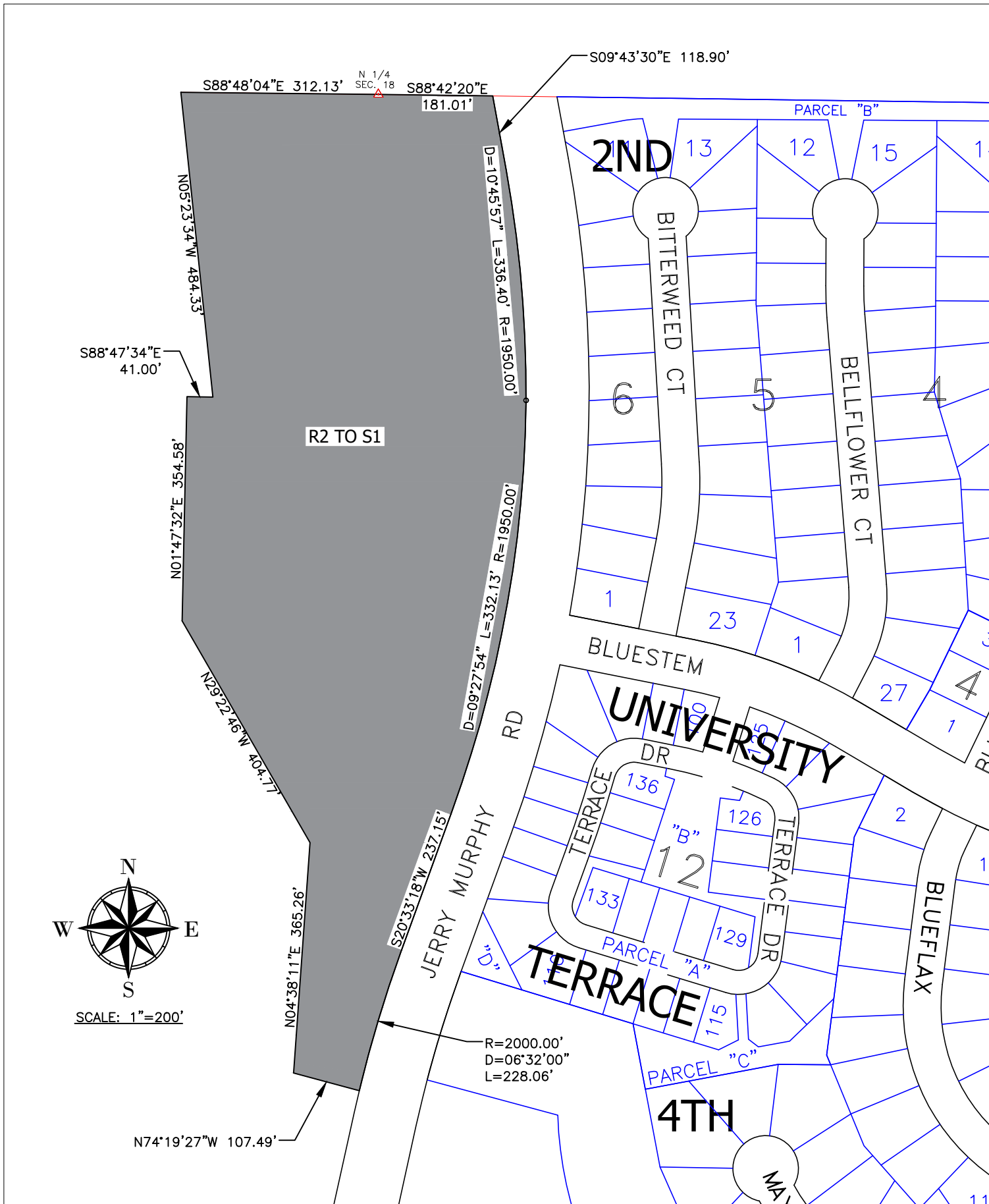
C. Comprehensive Plan



E. Public Notice



E. Fire Station #8 rezoning site looking west from Jerry Murphy Rd.



Planning & Zoning Application

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

Contact Info	Property Owner		Applicant			
	Name: City of Pueblo		Name: Kelly Grisham			
	Company		Company: City of Pueblo			
	Address:	Zip:	Address:	Zip:		
	Phone: ()		Phone: () 719-553-2254			
	Email:		Email: kgrisham@pueblo.us			
	Engineer		Surveyor			
	Name:		Name:			
	Company: NorthStar Engineering		Company:			
	Address:	Zip:	Address:	Zip:		
Property Info	Phone: () 719.544-6823		Phone: ()			
	Email:		Email:			
	The applicant will be the primary contact unless otherwise noted.					
	Project Location:					
Project Scope	(address or general description)					
	Parcel No(s): 418000015					
	Existing Zone: R-2		Proposed Zone (if applicable): S-1			
	PUD Name (if applicable):					
Project Scope	Project Name: Fire Station #8					
	☐ Rearrangement of Property Boundaries: # of existing lots: _____ Total acres: _____					
	☐ Overall Development Plan					
	☒ Site Plan Review: Building area: 13,428 sf ☐ HARP ☒ Development Plan ☐ PUD ☐ Student Housing					
	☐ Special Area Plan					
	☐ Street Name Change: Existing Name: _____ Proposed Name: _____					
	☐ Subdivision: # of lots: _____ Total acres: _____					
	☐ Text Amendment					
	☐ Vacation: ☐ Street ☐ Alley ☐ Easement ☐ Other: _____					
	☐ Other: _____					

(Continue Next Page)

(Continued from previous page)

Project Information	Provide a brief description of the proposed request: <u>Construction of a single story fire station</u>		
	What is the total acreage included in the project?		
	What is the proposed use of the property?		
	☐ Commercial ☐ Multi-family ☐ Residential ☐ Industrial ☐ Other		
	Are there any other pending or recently approved Land Use applications regarding this property? ☒ Yes ☐ No		
Attachments	If yes, please list: <u>Subdivision and rezoning (future applications)</u>		
	<u>Attachment Checklist</u>		
	The following list of attachments are required to accompany all applications: ☐ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. ☐ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us) ☐ C. Additional information as required by the P&Z Submittal Requirements Sheet .		
Terms	By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:		
	1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections. 2. There are no known hazards or vicious animals present on the subject property. 3. All information contained in this application, is true and accurate to the best of my knowledge. 4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application. 5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.		
Signatures	Property Owner		
	Print Name:		
	Signature:		Date:
	Applicant, if different from Property Owner		
	Print Name:	<u>Kelly Grisham</u>	
	Signature:		Date: <u>8/14/23</u>

Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

February 27, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from the City of Pueblo for the approval of the following applications generally located west of Jerry Murphy Rd. and north of Bluestem Blvd.

- Z-23-13:** Rezone 14.08 acres from R-2, Single-Family Residential to S-1, Government Use District to facilitate construction of Fire Station #8.
- S-23-12:** Fire Station No. 8 Subdivision, subdivision of 14.08 acres into two lots to facilitate construction of Fire Station No. 8.
- GU-23-07:** Development Plan review of the proposed Fire Station No. 8

The Planning and Zoning Commission meeting will be held on March 13, 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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>**Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose).** You are welcome to attend this public hearing 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

February 27, 2024

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

CASE NUMBER: Z-23-12

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 4045 Jerry Murphy Rd. 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.

February 27, 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 4045 Jerry Murphy Rd. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 27, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: *Cindy Caputo*

Owner	OwnerStreet	OwnerCity	OwnerS tate	OwnerZip
TRUJILLO ANGELA	1 BITTERWEED CT	PUEBLO	CO	81001-1102
LEWIN BARBARA A	1 TERRACE DR	PUEBLO	CO	81001-1135
VASQUEZ RONALD N	10 TERRACE DR	PUEBLO	CO	81001-1136
MEDINA ROBERT EUGENE	11 BITTERWEED CT	PUEBLO	CO	81001-1102
ESCAPULE JONATHAN JOSEPH	11 TERRACE DR	PUEBLO	CO	81001-1135
CENTRAL TELE AND UTILITIES CORP	115 W 2ND ST	PUEBLO	CO	81003-3223
SANCHEZ ROBERTA	13 BITTERWEED CT	PUEBLO	CO	81001-1102
JORGENSEN RANDALL D	13 TERRACE DR	PUEBLO	CO	81001-1135
MARTIN MELISSA	14 BITTERWEED CT	PUEBLO	CO	81001-1102
ROSENTHAL ROSS P + ROSENTHAL FRANCINE	15 BITTERWEED CT	PUEBLO	CO	81001-1102
ENGEL LORETTA J	15 TERRACE DR	PUEBLO	CO	81001-1135
LUJAN STEVEN J/LUJAN VALERIE M	16 BITTERWEED CT	PUEBLO	CO	81001-1102
PHAM TUYET	1619 AUGUSTA CT	PUEBLO	CO	81001-4917
QUIJADA ROBERTO M	17 BITTERWEED CT	PUEBLO	CO	81001-1102
VALIN JULIA	17 TERRACE DR	PUEBLO	CO	81001-1135
BARLISH VICTOR J + BARLISH ELLA	18 BITTERWEED CT	PUEBLO	CO	81001-1102
COLLINS PHILLIP J	1807 BROOKLINE AVE SW	DECATUR	AL	35603-2610
GARRISON ASHLEY ROSE AKA	19 TERRACE DR	PUEBLO	CO	81001-1135
HERRERA RAYNEL JOSE	2 BITTERWEED CT	PUEBLO	CO	81001-1102
ALLDRITT DAVID/ALLDRITT JULIA C	20 BITTERWEED CT	PUEBLO	CO	81001-1102
VAUGHN GARY D	21 TERRACE DR	PUEBLO	CO	81001-1135
WRIGHT WILLIAM HENRY	22 TERRACE DR	PUEBLO	CO	81001-1136
TURNER MARY H/TURNER JERALD B TR + TURNER MARY M REVOCABLE	2281 MINNEOLA RD	CLEARWATER	FL	33764-4965
ROMERO SHANTELLE M / ZIMMER	23 BITTERWEED CT	PUEBLO	CO	81001-1102
GARNETT JOHN + GARNETT GLORIA	23 TERRACE DR	PUEBLO	CO	81001-1135
WOY HARVEY EUGENE	230 N PARAMOUNT WAY	PUEBLO WEST	CO	81007-2138
ARCHULETA TAMERRAH S	24 TERRACE DR	PUEBLO	CO	81001-1136
SOLANO BRENDA M	3 BITTERWEED CT	PUEBLO	CO	81001-1102
COWAN AUDREY M	3 TERRACE DR	PUEBLO	CO	81001-1135
J M + S PROPERTIES LLC	3812 AUGUSTA LN	PUEBLO	CO	81001-4920
SMITH ROBERT L JR	39 BRIARGATE TER	PUEBLO	CO	81001-1745
FLORES ROBERT L + FLORES INEZ H	4 BITTERWEED CT	PUEBLO	CO	81001-1102
UNIVERSITY MEDICAL PROPERTIES + C/O ALAN BICKEL	4100 JERRY MURPHY RD	PUEBLO	CO	81001-1046
PADULA FAMILY PARTNERSHIP LLLP	4202 ST ANDREWS DR	PUEBLO	CO	81001-1168
CLEMENTI V IRENE	4505 CASTOR DR	PUEBLO	CO	81001-1008
CONLEY TINA L	4507 CASTOR DR	PUEBLO	CO	81001-1008
COBB JENNIFER	5 BITTERWEED CT	PUEBLO	CO	81001-1102
FARMER MARY R	5 TERRACE DR	PUEBLO	CO	81001-1135
P R PROPERTIES LLC	510 W 10TH ST	PUEBLO	CO	81003-2924
GRAJEDA EDSAGAR IVAN	6 BITTERWEED CT	PUEBLO	CO	81001-1102
MC CLENNEY PAUL/MC CLENNEY	6805 WOODLOCK WAY	CITRUS HEIGHTS	CA	95621-6317
CORSI KAY E + CORSI SAMUEL L	7 BITTERWEED CT	PUEBLO	CO	81001-1102

SCIORTINO JANET M	7 TERRACE DR	PUEBLO	CO	81001-1135
BROOKS DIANNE L	8 TERRACE DR	PUEBLO	CO	81001-1136
OLDHAM JASON	9 BITTERWEED CT	PUEBLO	CO	81001-1102
HALL DAVID LEWIS + TRAMMELL				
HALL JANET	9 TERRACE DR	PUEBLO	CO	81001-1135
VELA RAFAEL A/VELA IRMA	PO BOX 9204	PUEBLO	CO	81008-9204



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 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 APPROVING FIRE STATION NO. 8 SUBDIVISION

SUMMARY:

The City is requesting to subdivide 14.08-acres into two lots for the development of the new Fire Station No. 8 and a future government/public use.

PREVIOUS COUNCIL ACTION:

The City is concurrently requesting site plan approval to construct the new Fire Station #8 (GU-23-07) which will replace the current Fire Station #8 and the City is also requesting to rezone (Z-23-13) the 14.08-acres to facilitate a two-lot subdivision and the development of Fire Station No. 8.

BACKGROUND:

The land proposed to be subdivided was annexed into the City in 1955 and master planned in the 1980's. The 1987 Amended University Park Master Plan identifies the subject property as park. The 14.08-acres proposed to be subdivided was deeded to the City with Resolution 5987 in 1987. It is assumed that the land was deeded to the City for park development; however, the deed and Resolution accepting the land do not specifically state nor restrict the use of the land. Parks Director, Steven Meier, stated that the area surrounding the fire station should remain native open park area. "The City's vision has always been to extend the trail to the north through these parcels." Fire Station No. 8 Subdivision is located west of Jerry Murphy Road and the University Park residential development and will create two lots. Lot 1, 5.55-acres, will house the proposed Fire Station No. 8, and Lot 2 will house a future government/public use. Lot 1 will include a 75-foot Drainage Easement along the northern lot line running east and west. The existing 30-foot Water Main Easement within Lot 1 must be released before the subdivision will be recorded. A separate 50-foot Drainage Easement will run north and south adjacent to the eastern property line beginning south of the proposed Fire Station driveway and extending south through Lot 2. Mountain State Telephone and Telegraph Company and Southern Colorado Power Company also have easements

running north and south across the entire length of the subdivision in the eastern portion of the property.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 13, 2024 Regular Meeting, voted 7-0 to recommend approval with conditions.

STAKEHOLDER PROCESS:

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

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development of Fire Station No. 8.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. S-23-12 Combined Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING FIRE STATION NO. 8
SUBDIVISION

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

SECTION 1.

The final plat of the Fire Station No. 8 Subdivision, being a subdivision of land legally described as:

A portion of the E1/2 of the E1/2 of the NW1/4 and the W1/2 of the W1/2 of the NE1/4 of Section 18, Township 20 South, Range 64 West of the 6th P.M. and being more particularly described as follows:

Considering the north line of the NW1/4 of Section 18, Township 20 South, Range 64 West of the 6th P.M. to bear S.88°48'04"E. and all bearings herein being relative thereto. The North quarter corner of said section being monumented with a 2 ½" Aluminum Cap with PLS 30107 and the NW corner of said section being monumented with a 2 ½" Aluminum Cap with PLS 10402.

Beginning at the North quarter corner of said Section 18; thence S.88°42'20"E. (S.89°14'53"E. Deed), along the North line of said NE1/4, a distance of 181.01 feet (180.87 feet Deed) to the West boundary line of College Park Subdivision, Second Filing, according to the recorded plat thereof, filed for record May 14, 1975 in the Pueblo County Records; thence Southerly, along the Westerly boundary line of said subdivision, the following two (2) courses:

1. S.09°43'30"E. (S.10°19'08"E. Deed/Plat), a distance of 118.90 feet;
2. Along the arc of a curve to the right whose radius is 1950.00 feet, a distance of 688.53 feet to the Northwest corner of College Park Subdivision, First Filing, according to the plat thereof, file for record November 27, 1974;

Thence Southerly, along the westerly boundary line of said subdivision the following three (3) courses:

1. Along the arc of a curve to the right whose radius is 1950.00 feet, a distance of 342.02 feet;
2. S.20°33'18"W. (S.19°57'40"W. Deed/Plat), a distance of 237.15 feet;
3. Along the arc of a curve to the left whose radius is 2000.00 feet, a distance of 228.06 feet to the East line of a tract of land as described in Book 1812 at Page 571 of the Pueblo County records;

Thence Northerly, along said East line, the following four (4) courses:

1. N.74°19'27"W. (N.74°55'05"W. Deed), a distance of 107.49 feet;
2. N.04°38'11"E. (N.04°02'34"E. Deed), a distance of 365.26 feet;
3. N.29°22'46"W. (N.29°58'25"W. Deed), a distance of 404.77 feet;
4. N.01°47'32"E. (N.01°11'54"E. Deed), a distance of 354.58 feet to the South line of a tract of land as described in Book 1757 at Page 697 of the said county records;

Thence along the boundary of said tract of land, the following two (2) courses:

1. S.88°47'34"E. (S.89°23'12"E. Deed), a distance of 41.00 feet;
2. N.05°23'34"W. (N.05°59'12"W Deed), a distance of 484.33 feet (484.54 Deed) to the North line of said NW1/4;

Thence S.88°48'04"E. (S89°23'12"E. Deed), along said North line of the NW1/4, a distance of 312.13 feet (312.29 feet Deed) to the North quarter corner of said section and the Point of Beginning, County of Pueblo, State of Colorado.

Containing 14.08 acres, more or less

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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.

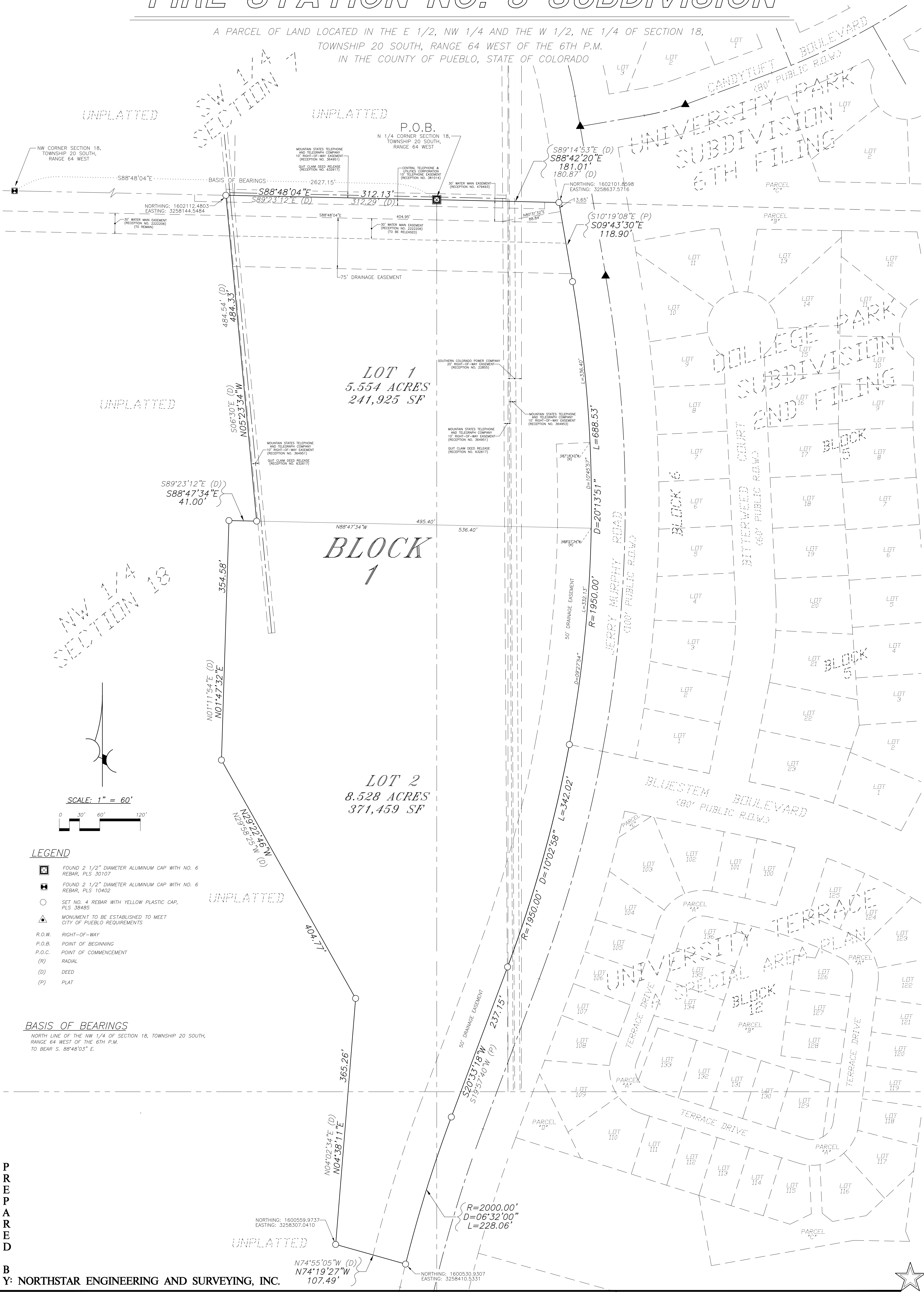
President of City Council

ATTEST

City Clerk

FIRE STATION NO. 8 SUBDIVISION

A PARCEL OF LAND LOCATED IN THE E 1/2, NW 1/4 AND THE W 1/2, NE 1/4 OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



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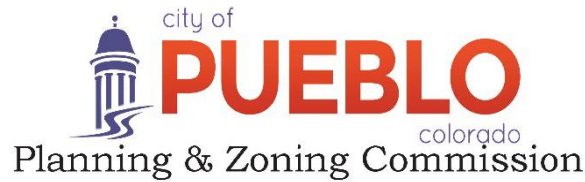
B
Y:** NORTHSTAR ENGINEERING AND SURVEYING, INC.



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:

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.



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-23-12 Fire Station No. 8 Subdivision

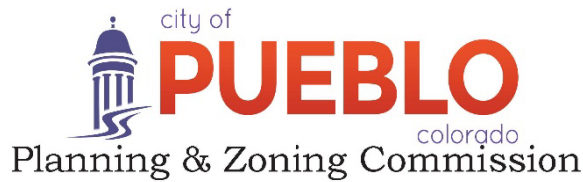
DATE: August 16, 2024

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Roger Gomez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-23-12

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: March 13, 2024

SUBJECT: Fire Station No. 8 Subdivision

APPLICANT: City of Pueblo

PROPERTY OWNER: City of Pueblo

LOCATION: 14.08 acres generally located west of Jerry Murphy Rd. and north of Bluestem Blvd.

EXISTING ZONE: Z-23-13, Rezone from R-2, Single Family Residential to S-1, Government Use District

CONCURRENT REQUESTS: GU-23-07, Development Plan review of the proposed Fire Station No. 8
Z-23-13, Rezone from R-2, Single-Family Residential to S-1, Government Use District

REQUEST:

The City is requesting to subdivide 14.08-acres into two lots for the development of the new Fire Station No. 8 and a future government/public use.

STAFF REVIEW AND FINDINGS:

The land proposed to be subdivided was annexed into the City in 1955 and master planned in the 1980's. The 1987 Amended University Park Master Plan identifies the subject property as park. The 14.08 acres proposed to be subdivided was deeded to the City with Resolution 5987 in 1987; it is assumed that the land was deeded to the City for park development; however, the deed and Resolution accepting the land do not specifically state nor restrict the use of the land. Parks Director, Steven Meier, stated that the area surrounding the fire station should remain native open park area. "The City's vision has always been to extend the trail to the north through these parcels."

Fire Station No. 8 Subdivision is located west of Jerry Murphy Rd. and the University Park residential development and will create two lots. Lot 1, 5.55 acres, will house the proposed Fire Station No. 8, and Lot 2 will house a future government/public use. Lot 1 will include a 75-foot Drainage Easement along the northern lot line running east and west. The existing 30-foot Water Main Easement within Lot 1 must be released before the subdivision will be recorded. A separate 50-foot Drainage Easement will run north and south adjacent to the eastern property line beginning south of the proposed Fire Station driveway and extending south through Lot 2. Mountain State Telephone and Telegraph Company and Southern Colorado Power Company also have easements running north and south across the entire length of the subdivision in the eastern portion of the property.

APPLICABLE REGULATIONS:

Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:

The proposed Subdivision conforms with the applicable Municipal Codes.

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

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	A Part II for this Subdivision is not required. All public improvements adjacent to Lot 1 will be completed as part of the construction of the Fire Station. Lot 2 public improvements will be completed at the time of development.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Per the master plan, the area surrounding the fire station should remain native open park area and accommodate a trail extending north through the lots (Steven Meier, Parks Director) 2. Include a plat note that states the stormwater vault and existing pipes located in the northeast corner of Lot 1 are included the drainage easement (Noah Stamm, Drainage Engineer) 3. The 30' Water Main Easement, Reception No. 2222206 must be released through Lot 1 prior to recording the subdivision (Noah Stamm, Drainage Engineer)

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS
CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The subject property is unimproved and contains native vegetation.

❑ **Neighborhood Compatibility:**

North	R-4, Mixed Residential District, unimproved native vegetation, and A-1, Agricultural One, improved with a Black Hills Substation.
East	R-2, Single-Family Residential, improved with single-family residences, and R-4, Mixed Residential District, improved with single-family residential.
South	R-2, Single-Family Residential, unimproved native vegetation.
West	R-2, Single-Family Residential, unimproved native vegetation.

❑ **Comprehensive Plan Compliance:**

The Pueblo Regional Comprehensive Plan, 2022, designates the subdivision site as Parks and Open Space.

According to the Comprehensive Plan, Parks and Open Space properties are characterized by parks, open space, greenways, natural areas, lands, and facilities generally owned by public agencies. Scenic views, natural resources, and wildlife habitat should be preserved. Supporting land uses include trails, ball fields, visitor centers, and other recreational facilities. The proposed fire station is a public facility and the surrounding open space and future trail extension through Lots 1 and 2 is consistent with the Pueblo Regional Comprehensive Plan designation of Parks and Open Space and fits within the 1987 Amended University Park Master Plan's park designation.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

❑ **Minimum lot size and width:**

The S-1 Government Use District does not have a minimum lot size or width. The proposed 5.54 acres in Lot 1, and 8.528 acres in Lot 2 exceeds all commercial and Industrial lot area minimums.

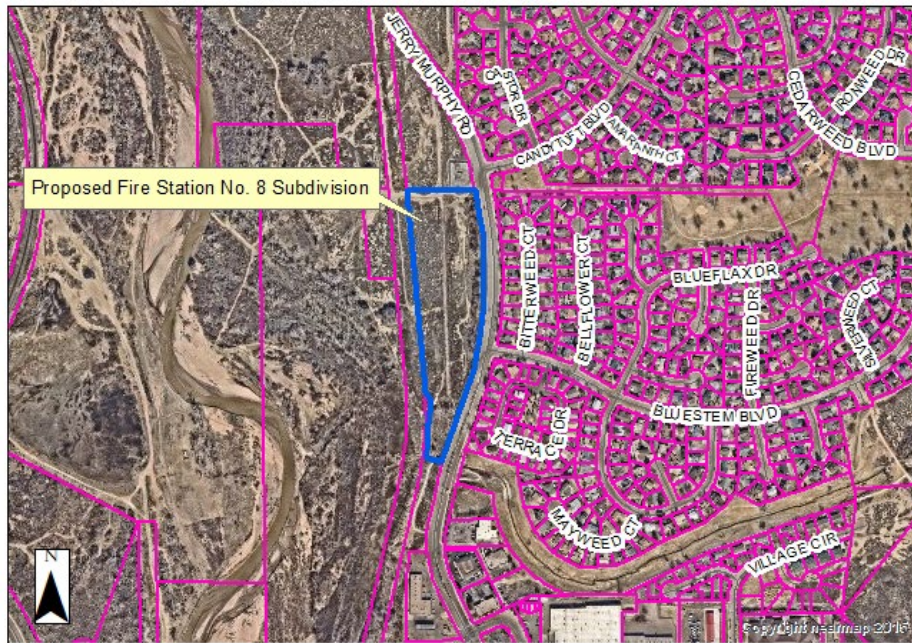
REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment
- City Transportation-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- Pueblo Board of Water Works-No comment
- City Wastewater-No comment
- City Stormwater-Comments addressed in subdivision conditions and through the building permit review process.
- City Parks and Recreation Department- "Per the master plan, this area surrounding the fire station should remain native open park area. The City's vision has always been to extend the trail to the north through these parcels, email from Steven Meier, Parks Director, March 5, 2024.
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-see attached memo from Michelle Regalado, Assistant Access Manager, January 12, 2024

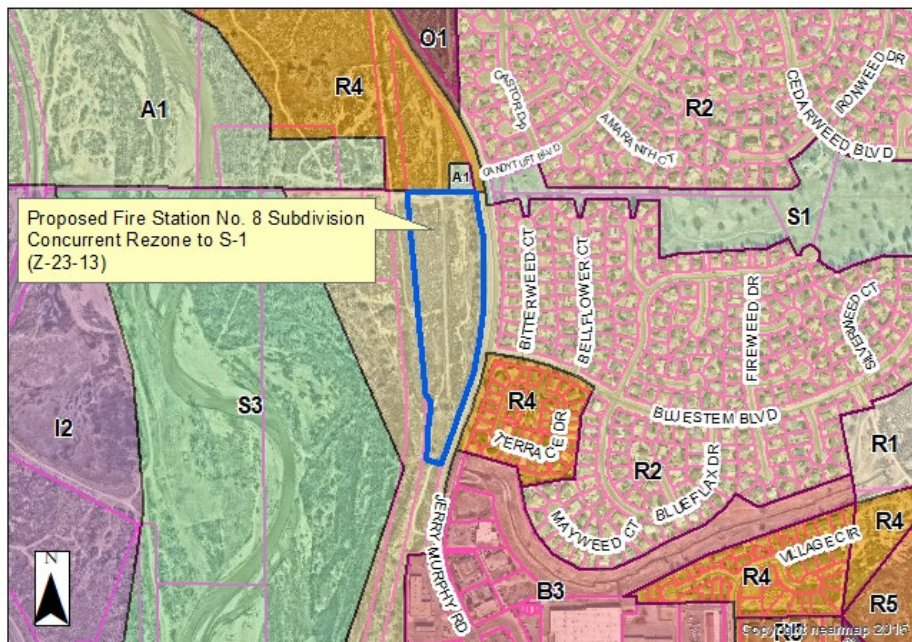
ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. SRC Memo March 8, 2023
- F. Plat
- G. Subdivision Application
- H. CDOT Memo, Michelle Regalado, Assistant Access Manager, January 12, 2024

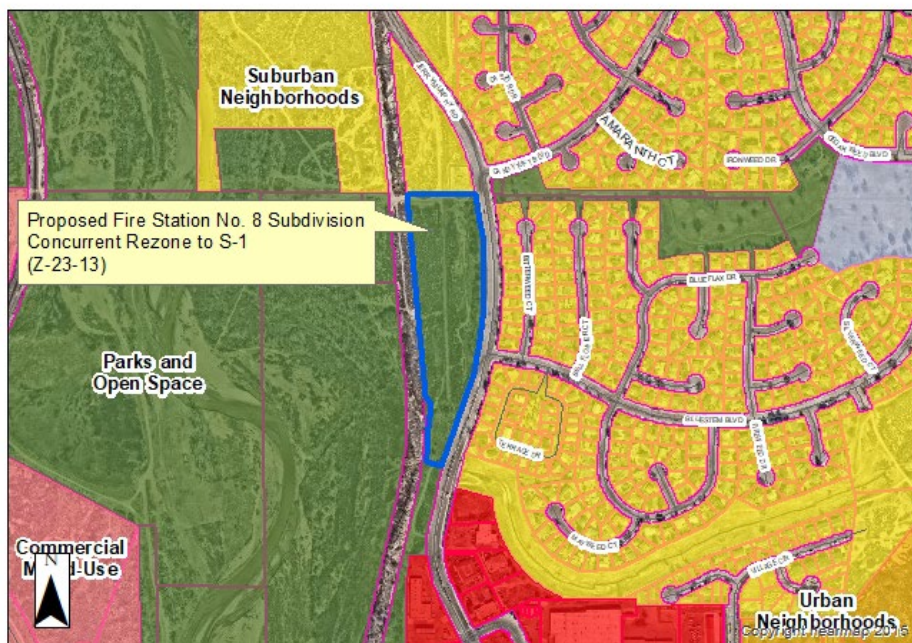
I.
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



Fire Station No. 8 Subdivision site looking west from Jerry Murphy Rd.

MEMORANDUM

To: Planning and Zoning Commission
From: Subdivision Review Committee
Date: March 8, 2023
Subject: S-23-12 Fire Station No. 8 Subdivision

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

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	A Part II for this Subdivision is not required. All public improvements adjacent to Lot 1 will be completed as part of the construction of the Fire Station. Lot 2 public improvements will be completed at the time of development.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Per the master plan, the area surrounding the fire station should remain native open park area and accommodate a trail extending north through the lots (Steven Meier, Parks Director) 2. Include a plat note that states the stormwater vault and existing pipes located in the northeast corner of Lot 1 are included the drainage easement (Noah Stamm, Drainage Engineer) 3. The 30' Water Main Easement, Reception No. 2222206 must be released through Lot 1 prior to recording the subdivision (Noah Stamm, Drainage Engineer)

FIRE STATION NO. 8 SUBDIVISION

A PARCEL OF LAND LOCATED IN THE E 1/2, NW 1/4 AND THE W 1/2, NE 1/4 OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

- DEDICATION -

KNOW ALL MEN BY THESE PRESENTS: That the City of Pueblo, a Municipal Corporation, being the sole owner of the following property:

A portion of the E1/2 of the E1/2 of the NW1/4 and the W1/2 of the W1/2 of the NE1/4 of Section 18, Township 20 South, Range 64 West of the 6th P.M. and being more particularly described as follows:

Considering the north line of the NW1/4 of Section 18, Township 20 South, Range 64 West of the 6th P.M. to bear S.88°48'04"E. and all bearings herein being relative thereto. The North quarter corner of said section being monumented with a 2 1/2" Aluminum Cap with PLS 10402.

Beginning at the North quarter corner of said Section 18; thence S.88°42'20"E. (S.89°14'53"E. Deed), along the North line of said NE1/4, a distance of 181.01 feet (180.87 feet Deed) to the West boundary line of College Park Subdivision, Second Filing, according to the recorded plat thereof, filed for record May 14, 1975 in the Pueblo County Records; thence Southerly, along the Westerly boundary line of said subdivision, the following two (2) courses:

- S.09°43'30"E. (S.10°19'06"E. Deed/Plat), a distance of 118.90 feet;
 - Along the arc of a curve to the right whose radius is 1950.00 feet, a distance of 688.53 feet to the Northwest corner of College Park Subdivision, First Filing, according to the plat thereof, file for record November 27, 1974;
- Thence Southerly, along the westerly boundary line of said subdivision the following three (3) courses:
- Along the arc of a curve to the right whose radius is 1950.00 feet, a distance of 342.02 feet;
 - S.20°33'18"W. (S.19°57'40"W. Deed/Plat), a distance of 237.15 feet;
 - Along the arc of a curve to the left whose radius is 2000.00 feet, a distance of 228.06 feet to the East line of a tract of land as described in Book 1812 at Page 571 of the Pueblo County records;
- Thence Northerly, along said East line, the following four (4) courses:
- N.74°19'27"W. (N.74°55'05"W. Deed), a distance of 107.49 feet;
 - N.04°38'11"E. (N.04°02'34"E. Deed), a distance of 365.26 feet;
 - N.29°22'46"W. (N.29°58'25"W. Deed), a distance of 404.77 feet;
 - N.01°47'32"E. (N.01°11'54"E. Deed), a distance of 354.58 feet to the South line of a tract of land as described in Book 1757 at Page 697 of the said county records;
- Thence along the boundary of said tract of land, the following two (2) courses:
- S.88°47'34"E. (S.89°23'12"E. Deed), a distance of 41.00 feet;
 - N.05°23'34"W. (N.05°59'12"W Deed), a distance of 484.33 feet (484.54 Deed) to the North line of said NW1/4;
- Thence S.88°48'04"E. (S89°23'12"E. Deed), along said North line of the NW1/4, a distance of 312.13 feet (312.29 feet Deed) to the North quarter corner of said section and the Point of Beginning, County of Pueblo, State of Colorado.

Containing 14.08 acres, more or less

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

Have caused the foregoing described property to be surveyed, platted and subdivided into lots, the same to be numbered, platted, subdivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as FIRE STATION NO. 8 SUBDIVISION.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____, day _____, 20____ A.D.

CITY OF PUEBLO,
a Municipal Corporation

By: _____ ATTEST: _____
President of the City Council City Clerk

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County of _____, State of _____ do hereby certify that Heather Graham, the President of the City Council of the City of Pueblo, a Municipal Corporation who is personally known to me to be the identical person who signed the foregoing dedication, appeared before me this day in person and acknowledged the execution thereof to be her free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of _____, _____ A.D.:

My Commission Expires:
Address:

Notary Public Date

- SURVEYOR'S CERTIFICATION -

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38-51-106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date:

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485
For and on Behalf of
NorthStar Engineering and Surveying, Inc.

- IMPROVEMENT CERTIFICATION -

This is to certify that the Subdivider has complied with Alternate No. 4 of Section 12-4-7(J) (1) and with Section 12-4-5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

Director of Public Works Date

- PLANNING COMMISSION CERTIFICATION -

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson Planning Commission Date

- NOTICE -

NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights-of-way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

- APPROVAL FOR RECORDING -

Approved by City Council of Pueblo, Colorado, by Ordinance No. _____.

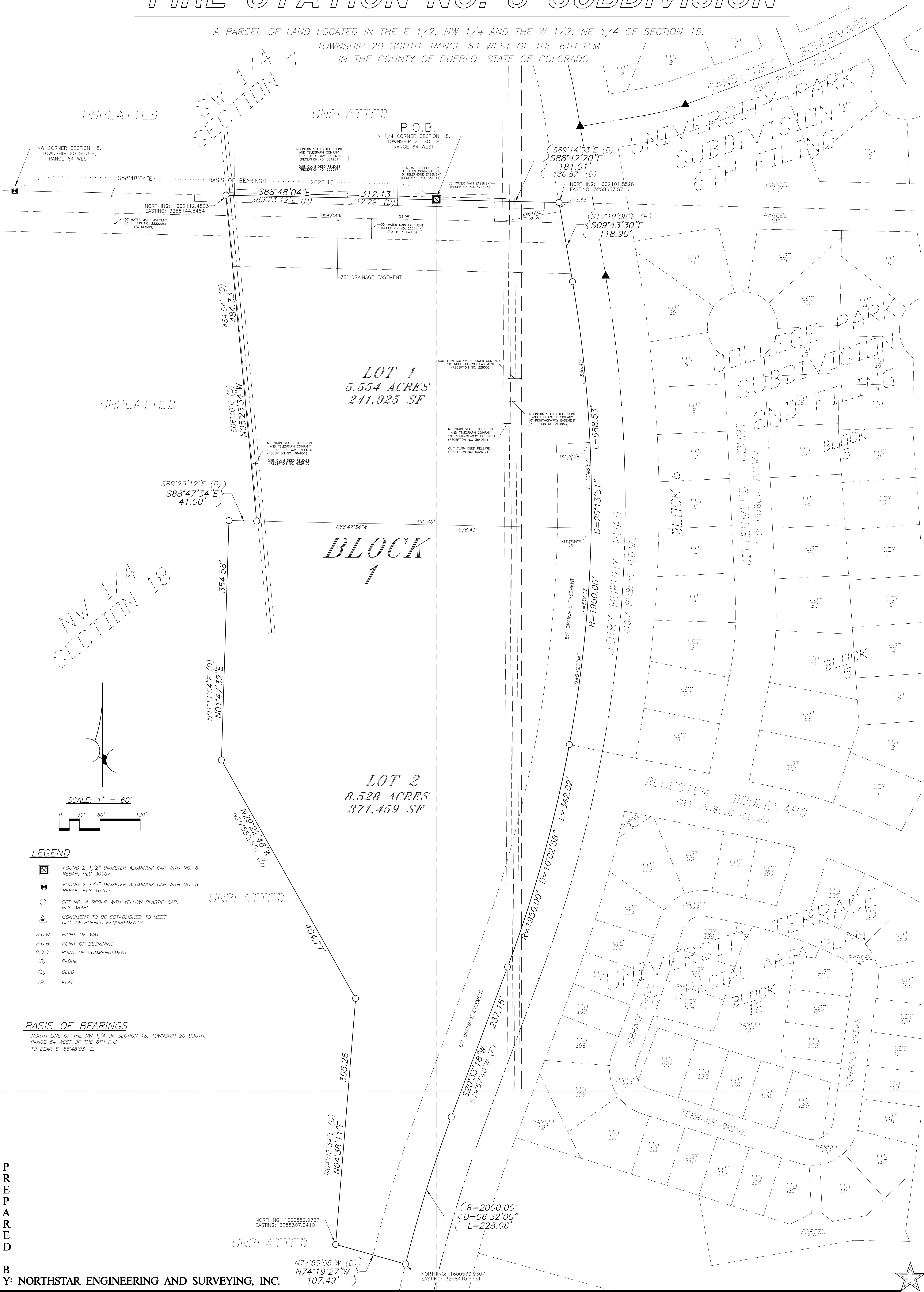
This is to certify that the plat of FIRE STATION NO. 8 SUBDIVISION has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

City Clerk Date



FIRE STATION NO. 8 SUBDIVISION

A PARCEL OF LAND LOCATED IN THE E 1/2, NW 1/4 AND THE W 1/2, NE 1/4 OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



**P
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B
Y:** NORTHSTAR ENGINEERING AND SURVEYING, INC.





PZ-23-43

Planning & Zoning
Commission Applications
Status: Active
Submitted On: 8/14/2023

Primary Location

4405 JERRY MURPHY RD
PUEBLO, CO 81001

Owner
CITY OF PUEBLO A
MUNICIPAL CORPORAT
PO BOX 1427 PUEBLO , CO
81002-1427

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

—

Case 1 - Number

GU-23-07

Case 2 - Number

Case 3 - Number

P&Z

P&Z Hearing Date

02/14/2024

Case 1 - P&Z Hearing Results

—

Case 2 - P&Z Hearing Results

—

Case 3 - P&Z Hearing Results

—

City Council

City Council Hearing Date - First Reading

—

City Council Hearing Date - Final Reading

—

Case 1

Case 1 - City Council Hearing Results

—

Case 1 - Ordinance Number

Case 1 - Recording Number, if applicable

Case 2

Case 2 - City Council Hearing Results

—

Case 2 - Ordinance Number

Case 2 - Recording Number, if applicable

Case 3

Case 3 - City Council Hearing Results

—

Case 3 - Ordinance Number

Case 3 - Recording Number, if applicable

Engineer, if applicable

Name

Joe Martellaro

Company

City of Pueblo

Address

Zip

Phone Number

Email

jmartellaro@pueblo.us

Surveyor, if applicable

Name

Mike Cuppy

Company

NorthStar Engineering & Surveying

Address

Zip

Phone Number

719-544-6823

Email

mcuppy@northstar-co.com

Type of Application(s)

1041 Pre-Application (Areas and Activities of State Interest)

☐

? 1041 Permit (Areas and Activities of State Interest) ?

☐

Annexation

☐

Annexation Agreement Amendment

☐



COLORADO
Department of Transportation
Region 2

Traffic & Safety - Access Permits
5615 Wills Blvd Suite A
Pueblo, CO 81008-2349

January 12, 2024

050A/City of Pueblo

Beritt Odom, Principal Planner
City of Pueblo - Planning & Community Development
211 E "D" Street, Pueblo, CO 81003

RE: Z-23-13, S-23-12 & GU-23-07 Pueblo Fire Station #8 1st Submittal

Dear Ms. Odom,

I am in receipt of a referral request for Pueblo Fire Station #8 located at 4405 Jerry Murphy Road, in the City of Pueblo, in the County of Pueblo, State of Colorado. The project proposes to [PROJECT DESCRIPTION] on [Lot 1 5.55 ACRES, Lot 2 8.52 acres 14.08 acres total]. [MISCELLANEOUS AS NEEDED]. [ACCESS DESCRIPTION]. The site is a parcel of land located in the E ½, NW ¼ and the W ½, NE ¼ of Section 18, Township 20 South, Range 64 West of the 6th PM. After review of submittals, we have the following comments:

CDOT does not anticipate that the development would likely interfere with or impact CDOT infrastructure or access- a CDOT Access Permit will not be required at this time.

- CDOT would like to review new any traffic, drainage and improvement related submittals for the development including: traffic studies, trip generation, drainage reports or letters and ICAT.
- Whenever there are significant changes in the use of a property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact CDOT to determine if an access permit and modifications to the access are required.

If you have questions, please contact me at (719) 562-5537 or michelle.regalado@state.co.us.

Sincerely,

Michelle Regalado

Michelle Regalado
Assistant Access Manager

xc: Lancaster/file



February 27, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from the City of Pueblo for the approval of the following applications generally located west of Jerry Murphy Rd. and north of Bluestem Blvd.

- Z-23-13:** Rezone 14.08 acres from R-2, Single-Family Residential to S-1, Government Use District to facilitate construction of Fire Station #8.
- S-23-12:** Fire Station No. 8 Subdivision, subdivision of 14.08 acres into two lots to facilitate construction of Fire Station No. 8.
- GU-23-07:** Development Plan review of the proposed Fire Station No. 8

The Planning and Zoning Commission meeting will be held on March 13, 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=WUdnaHVGbniCdHRrUHNFZnpPWG1Ydz09>**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

February 27, 2024

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(719) 553-2339

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

CASE NUMBER: Z-23-12

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 4045 Jerry Murphy Rd. 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.

February 27, 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 4045 Jerry Murphy Rd. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 27, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: *Cindy Caputo*

Owner	OwnerStreet	OwnerCity	OwnerS tate	OwnerZip
TRUJILLO ANGELA	1 BITTERWEED CT	PUEBLO	CO	81001-1102
LEWIN BARBARA A	1 TERRACE DR	PUEBLO	CO	81001-1135
VASQUEZ RONALD N	10 TERRACE DR	PUEBLO	CO	81001-1136
MEDINA ROBERT EUGENE	11 BITTERWEED CT	PUEBLO	CO	81001-1102
ESCAPULE JONATHAN JOSEPH	11 TERRACE DR	PUEBLO	CO	81001-1135
CENTRAL TELE AND UTILITIES CORP	115 W 2ND ST	PUEBLO	CO	81003-3223
SANCHEZ ROBERTA	13 BITTERWEED CT	PUEBLO	CO	81001-1102
JORGENSEN RANDALL D	13 TERRACE DR	PUEBLO	CO	81001-1135
MARTIN MELISSA	14 BITTERWEED CT	PUEBLO	CO	81001-1102
ROSENTHAL ROSS P + ROSENTHAL FRANCINE	15 BITTERWEED CT	PUEBLO	CO	81001-1102
ENGEL LORETTA J	15 TERRACE DR	PUEBLO	CO	81001-1135
LUJAN STEVEN J/LUJAN VALERIE M	16 BITTERWEED CT	PUEBLO	CO	81001-1102
PHAM TUYET	1619 AUGUSTA CT	PUEBLO	CO	81001-4917
QUIJADA ROBERTO M	17 BITTERWEED CT	PUEBLO	CO	81001-1102
VALIN JULIA	17 TERRACE DR	PUEBLO	CO	81001-1135
BARLISH VICTOR J + BARLISH ELLA	18 BITTERWEED CT	PUEBLO	CO	81001-1102
COLLINS PHILLIP J	1807 BROOKLINE AVE SW	DECATUR	AL	35603-2610
GARRISON ASHLEY ROSE AKA	19 TERRACE DR	PUEBLO	CO	81001-1135
HERRERA RAYNEL JOSE	2 BITTERWEED CT	PUEBLO	CO	81001-1102
ALLDRITT DAVID/ALLDRITT JULIA C	20 BITTERWEED CT	PUEBLO	CO	81001-1102
VAUGHN GARY D	21 TERRACE DR	PUEBLO	CO	81001-1135
WRIGHT WILLIAM HENRY	22 TERRACE DR	PUEBLO	CO	81001-1136
TURNER MARY H/TURNER JERALD B TR + TURNER MARY M REVOCABLE	2281 MINNEOLA RD	CLEARWATER	FL	33764-4965
ROMERO SHANTELLE M / ZIMMER	23 BITTERWEED CT	PUEBLO	CO	81001-1102
GARNETT JOHN + GARNETT GLORIA	23 TERRACE DR	PUEBLO	CO	81001-1135
WOY HARVEY EUGENE	230 N PARAMOUNT WAY	PUEBLO WEST	CO	81007-2138
ARCHULETA TAMERRAH S	24 TERRACE DR	PUEBLO	CO	81001-1136
SOLANO BRENDA M	3 BITTERWEED CT	PUEBLO	CO	81001-1102
COWAN AUDREY M	3 TERRACE DR	PUEBLO	CO	81001-1135
J M + S PROPERTIES LLC	3812 AUGUSTA LN	PUEBLO	CO	81001-4920
SMITH ROBERT L JR	39 BRIARGATE TER	PUEBLO	CO	81001-1745
FLORES ROBERT L + FLORES INEZ H	4 BITTERWEED CT	PUEBLO	CO	81001-1102
UNIVERSITY MEDICAL PROPERTIES + C/O ALAN BICKEL	4100 JERRY MURPHY RD	PUEBLO	CO	81001-1046
PADULA FAMILY PARTNERSHIP LLLP	4202 ST ANDREWS DR	PUEBLO	CO	81001-1168
CLEMENTI V IRENE	4505 CASTOR DR	PUEBLO	CO	81001-1008
CONLEY TINA L	4507 CASTOR DR	PUEBLO	CO	81001-1008
COBB JENNIFER	5 BITTERWEED CT	PUEBLO	CO	81001-1102
FARMER MARY R	5 TERRACE DR	PUEBLO	CO	81001-1135
P R PROPERTIES LLC	510 W 10TH ST	PUEBLO	CO	81003-2924
GRAJEDA EDSAGAR IVAN	6 BITTERWEED CT	PUEBLO	CO	81001-1102
MC CLENNEY PAUL/MC CLENNEY	6805 WOODLOCK WAY	CITRUS HEIGHTS	CA	95621-6317
CORSI KAY E + CORSI SAMUEL L	7 BITTERWEED CT	PUEBLO	CO	81001-1102

SCIORTINO JANET M	7 TERRACE DR	PUEBLO	CO	81001-1135
BROOKS DIANNE L	8 TERRACE DR	PUEBLO	CO	81001-1136
OLDHAM JASON	9 BITTERWEED CT	PUEBLO	CO	81001-1102
HALL DAVID LEWIS + TRAMMELL				
HALL JANET	9 TERRACE DR	PUEBLO	CO	81001-1135
VELA RAFAEL A/VELA IRMA	PO BOX 9204	PUEBLO	CO	81008-9204



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 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 TO REZONE .48-ACRES OF LAND AT 3002 SOUTH PRAIRIE AVENUE FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone .48-acres from R-2, Single Family Residential Zone District to I-2, Industrial Zone District to allow the existing outdoor storage as a use by right.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant, Roger Block, is requesting to rezone 3002 South Prairie Avenue from R-2, Single Family Residential to I-2, Industrial District to allow the existing outdoor storage to continue as a use by right. The Polk reverse directories do not have a record of uses at this address. It appears that 3002 South Prairie was historically included with 3000 South Prairie, which was developed as a single-family residence in 1966 and is listed as a residence in the Polk directories. Both 3000 and 3002 South Prairie were annexed into the city in 1972, as possible non-conforming land uses. The surrounding properties north, east, and south were subdivided in 1976 to facilitate development of warehousing, light industrial and commercial uses, creating a light industrial and business park. Those properties were originally zoned B-3 and the warehousing uses have Special Use Permits. In 2022, the property to the immediate south was rezoned from B-3, Highway and Arterial Business District to BP, Business Park, to facilitate the development of a warehouse use. The land to the west is zoned I-2, Industrial, and contains a mixture of industrial and service uses. The Pueblo Regional Comprehensive Plan, future land use designation, for this property is Light Industrial. Since the site is primarily surrounded by industrial uses and the Comprehensive Plan calls for industrial

zoning, the rezone request appears to be appropriate. Future development of structures on the parcel will require subdivision, as the site is not currently subdivided. When any new structures are added to the Property, site and structural improvements will be required to be completed in accordance with the Industrial Zone District Building and Site Design Standards for high visibility industrial areas. Staff recommends as a condition of a rezoning approval that the applicant install a minimum, six-foot tall, opaque fence along the entire frontage of the rezoning area, which is adjacent to Prairie Avenue. The gate must also be constructed of the same opaque materials but can be a minimum of five-foot in height. Chain link fencing with attachments is not an acceptable opaque material.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 14, 2024 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be rezoned.

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-24-13 Combined Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE .48-ACRES OF LAND AT 3002 SOUTH PRAIRIE
AVENUE FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE
DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-2, Single Family Residential Zone District to I-2, Industrial Zone District:

A PARCEL OF LAND IN THE SW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SECTION 14; THENCE EAST 33 FEET; THENCE NORTH 805.97 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 100 FEET; THENCE EAST 209 FEET; THENCE SOUTH 100 FEET; THENCE WEST 209 FEET TO THE **POINT OF BEGINNING**.

SECTION 2.

As a condition of the approval of this Ordinance, within one year from the approval of the Ordinance, the property owner shall install a minimum, six-foot tall, opaque fence along the entire frontage of the rezoning area, which is adjacent to Prairie Avenue. The gate must also be constructed of the same opaque materials but can be a minimum of five-foot in height. Chain link fencing with attachments is not an acceptable opaque material.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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

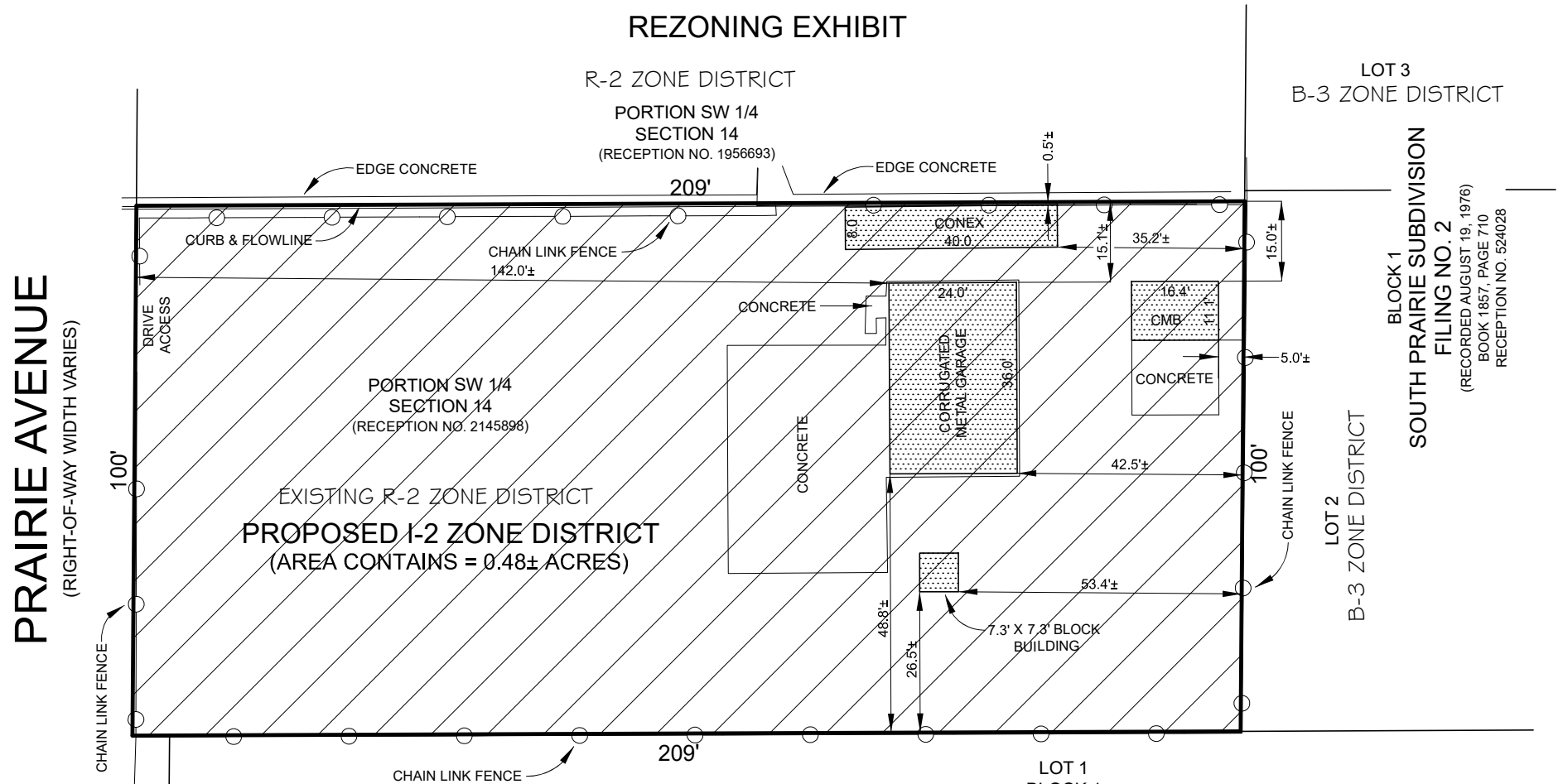
ATTEST

City Clerk

SITE PLAN

A PORTION OF THE SW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN.
CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

REZONING EXHIBIT



BLOCK 1
SOUTH PRAIRIE SUBDIVISION
FILING NO. 2

(RECORDED AUGUST 19, 1976)
BOOK 1857, PAGE 710
RECEPTION NO. 524028

PROJECT: ROGER BLOCK
DESCRIPTION: SITE PLAN (REZONE) 3000 S. PRAIRIE AVENUE

SHEET: 1 OF 1
DATE: 6-3-2024
SCALE: 1" = 30'

JOB NUMBER: 2024-142
FILE NAME: 2024-142 REZONE
REF. JOB NO.

Cardinal Points
Surveying Inc.

(719) 253-0874 - (719) 253-0878 fax

4601 Eaglengde Place, Suite 110
Pueblo, Colorado 81008



MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday August 14, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent:

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

Staff Members Absent:

Approval of the Agenda: Bailey motioned to approve the agenda, moving TA-22-01 to September 11, 2024, seconded by Maestri.

Motion Passed: 7-0

Public Hearings:

3. Z-24-13 Rezone: 3002 S. Prairie Ave., 48 acres from R-2 Single Family Residential to I-2, Industrial District. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicant Randy Reeves, Cardinal Points Surveying Inc., was sworn in and spoke in favor of the application. No one appeared in opposition.

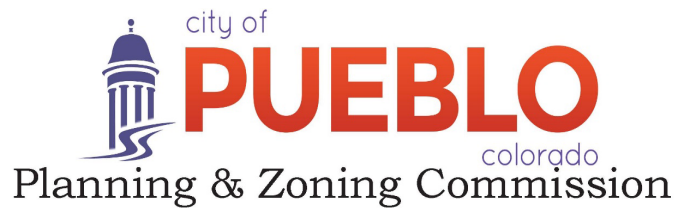
Commission Action: Bailey moved to recommend the application to City Council with 1 condition, seconded by Aznar.

Motion Passed: 7-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-24-13

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: August 14, 2024

SUBJECT: Rezone .48 acres from R-2, Single-Family Residential to I-2, Industrial District

APPLICANT: Roger Dale Block

PROPERTY OWNER: Roger Dale Block

LOCATION: 3002 S. Prairie Ave.

RELATED CASES: None

REQUEST:

The applicant is requesting to rezone .48 acres, from R-2, Single Family Residential, to I-2, Industrial District to allow the existing outdoor storage as a use by right.

BACKGROUND AND ANALYSIS:

Mr. Block is requesting to rezone 3002 S. Prairie Ave. from R-2, Single Family Residential to I-2, Industrial District to allow the existing outdoor storage to continue as a use by right. The Polk reverse directories do not have a record of uses at this address. It is assumed that 3002 S. Prairie was historically included with 3000 S. Prairie, which was developed as a single-family residence in 1966 and is listed as a residence in the Polk directories. Both 3000 and 3002 S. Prairie were annexed into the city in 1972, as possible non-conforming land uses.

The surrounding properties north, east, and south were subdivided in 1976 to facilitate development of warehousing, light industrial and commercial uses, creating a light industrial and business park. Those properties were originally zoned B-3 and the warehousing uses have Special Use Permits. In 2022, the property to the immediate south was rezoned from B-3, Highway and Arterial Business District to BP, Business Park, to facilitate the development of a warehouse use. The land to the west is zoned I-2, Industrial, and contains a mixture of industrial and service uses. The Pueblo Regional Comprehensive Plan, future land use designation, for this property is Light Industrial. Since the site is primarily surrounded by industrial uses and the Comprehensive Plan calls for industrial zoning, the rezone request appears to be appropriate.

Future development of structures on the parcel will require subdivision, as the site is not currently subdivided, and improvements according to the Building and Site Design Standards for Industrial Zone Districts, for high visibility industrial areas. Staff recommends that the applicant install a minimum, six-foot tall, opaque fence

along the entire frontage of the rezoning area, which is adjacent to Prairie Ave. The gate must also be constructed of the same opaque materials but may be a minimum five-foot height. Chain link fencing with attachments is not an acceptable opaque material.

LAND USE AND PLANNING COMMENTS CHARACTER AND COMPATIBILITY

Site Character: The site is currently developed with two structures that appear to have metal siding and roofs. The site is fenced with chain link, and it appears that Fed Ex trucks are being stored at this location.

Neighborhood Compatibility:

North	R-2, Zone District, developed with a single-family residence
East	B-3, Highway and Arterial Business District, metal warehouse structure.
South	B-P, Business Park, Boreas Campers, trailer manufacturer.
West	I-2, Industrial District, Pueblo Diversified Industries.

COMPREHENSIVE PLAN: The site is designated by the Pueblo Regional Comprehensive Plan as Light Industry.

According to the Comprehensive Plan, Light Industry future land use areas are characterized by more intensive industrial uses that require larger sites and have a greater impact on surrounding areas, including uses that feature outdoor storage and other on-site activities. The proposed I-2 zoning to facilitate outdoor storage is compatible with the Comprehensive Plan designation of Light Industry.

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 **The site is surrounded by industrial storage uses. The property owner wishes to rezone to an industrial district to make the existing storage use a use by right. The property was annexed into the city after it was developed as a single-family residence and outdoor storage yard.**

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 new development is proposed at this time.**

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

☐ Comments **No new development is proposed at this time.**

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

☐ Comments **No new development is proposed at this time**

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

☐ Comments **No new development is proposed at this time.**

RECOMMENDED ACTION:

If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council for approval of the rezone request is appropriate with the following condition:

- The applicant shall install a minimum, six-foot tall, opaque fence along the entire frontage of the rezoning area, which is adjacent to Prairie Ave. The gate must also be constructed of the same opaque materials but may be a minimum five-foot height. Chain link fencing with attachments is not an acceptable opaque material. The applicant shall install the fence and gate within a year of the rezoning approval.

REFERRAL AGENCIES AND COMMENTS:

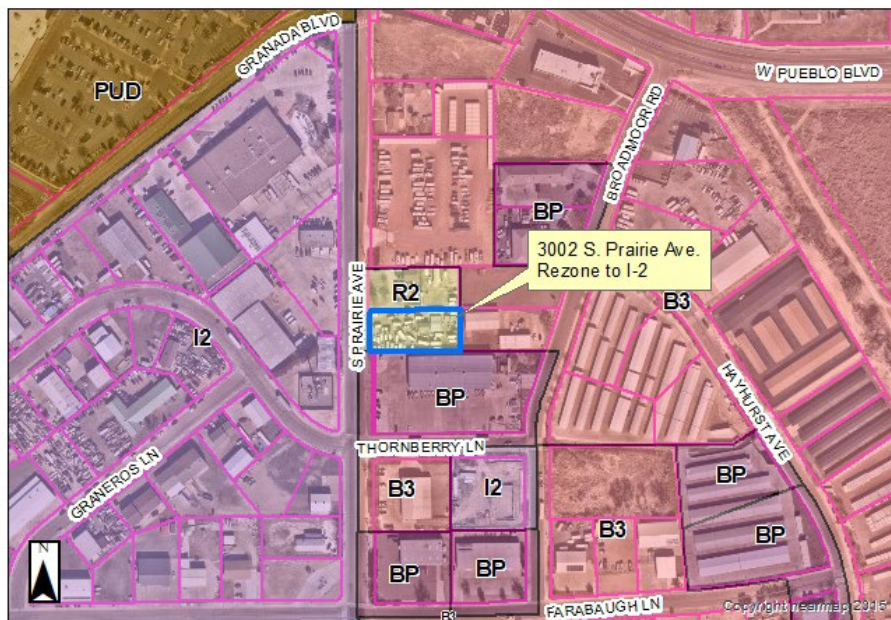
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No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

ATTACHMENTS:

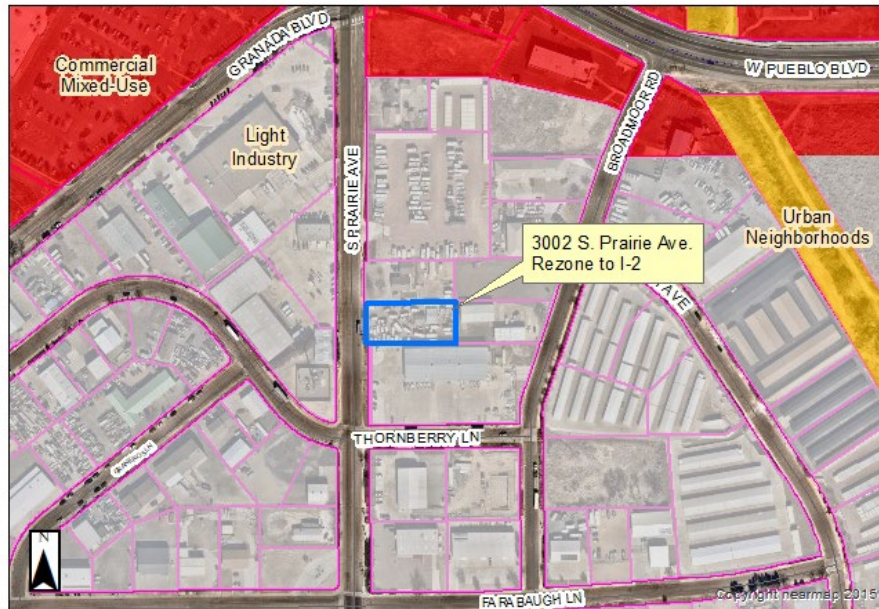
- A. **Aerial Photograph**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Site Photographs**
- E. **Zoning Exhibit**
- F. **Application**



A. Aerial Photograph



B. Zoning



C. Comprehensive Plan



D. Public Notice



D. 3002 S. Prairie Ave. looking east from Prairie Ave.

Planning & Zoning Map Amendment Application (Rezoning)

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

Property Owner	
Name: Roger Dale Block	
Company:	
Address: 3000 S. Prairie Avenue	Zip: 81005
Phone: () 719-371-3150	Email: rogblock@gmail.com
Applicant	
Name: same	
Company:	
Address:	Zip:
Phone: ()	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Randy Reeves	
Company: Cardinal Points Surveying, Inc.	
Address: 4601 Eagleridge Place, Suite 110	Zip: 81008
Phone: () 719-253-0874	Email: rreeves@4cardinalpoints.net
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: 3002 S. Prairie Avenue (address or general description)	
Parcel# 1514300017	
Legal Description: Beg SW Cor Sec14, Th E33' Th N805.97' to Pt Beg Th N100' Th E209' Th S100' Th W209' Beg	
Subdivision: none	Acreage: 0.48 acres
Existing Zone District: R-2 Residential	Proposed Zone District: I-2 Industrial

Purpose of this Application:

- ☒ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify): _____
- _____
- _____
- _____

(Continued from previous page)

Statement of Facts:

Justifying the zone change request. Be specific; use additional sheets if necessary.

To allow outdoor storage which is a Use by Right in an I-2 Industrial Zone District.

Description of area surrounding proposed development:

Industrial park North B-3 Business outdoor storage, East B-3 Business electrical contractor, South B-P Business Park Campers, West I-2 Industrial Diversified Industries

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.

To use the property for outdoor storage with the existing improvements.

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

Estimated date for beginning project: N/A

Estimated date for completion of project: N/A

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

N/A

- ☐ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (if applicable)

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

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

Office Use Only	Zoning Compliance (Completed by City Staff)	
	Application received by:	Date:
	Application checked for completeness by:	Date:
	Case Manager:	Fee Paid:
	Hearing date:	☐ Approved ☐ Denied ☐ Approved w/conditions

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner

Print Name: Roger Dale Block.

Signature: Roger Dale Block

Date: 6-3-24.

Applicant, if different from Property Owner

Print Name:

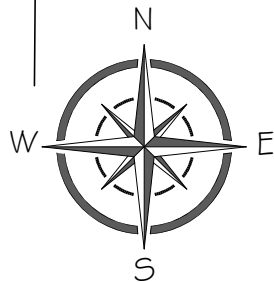
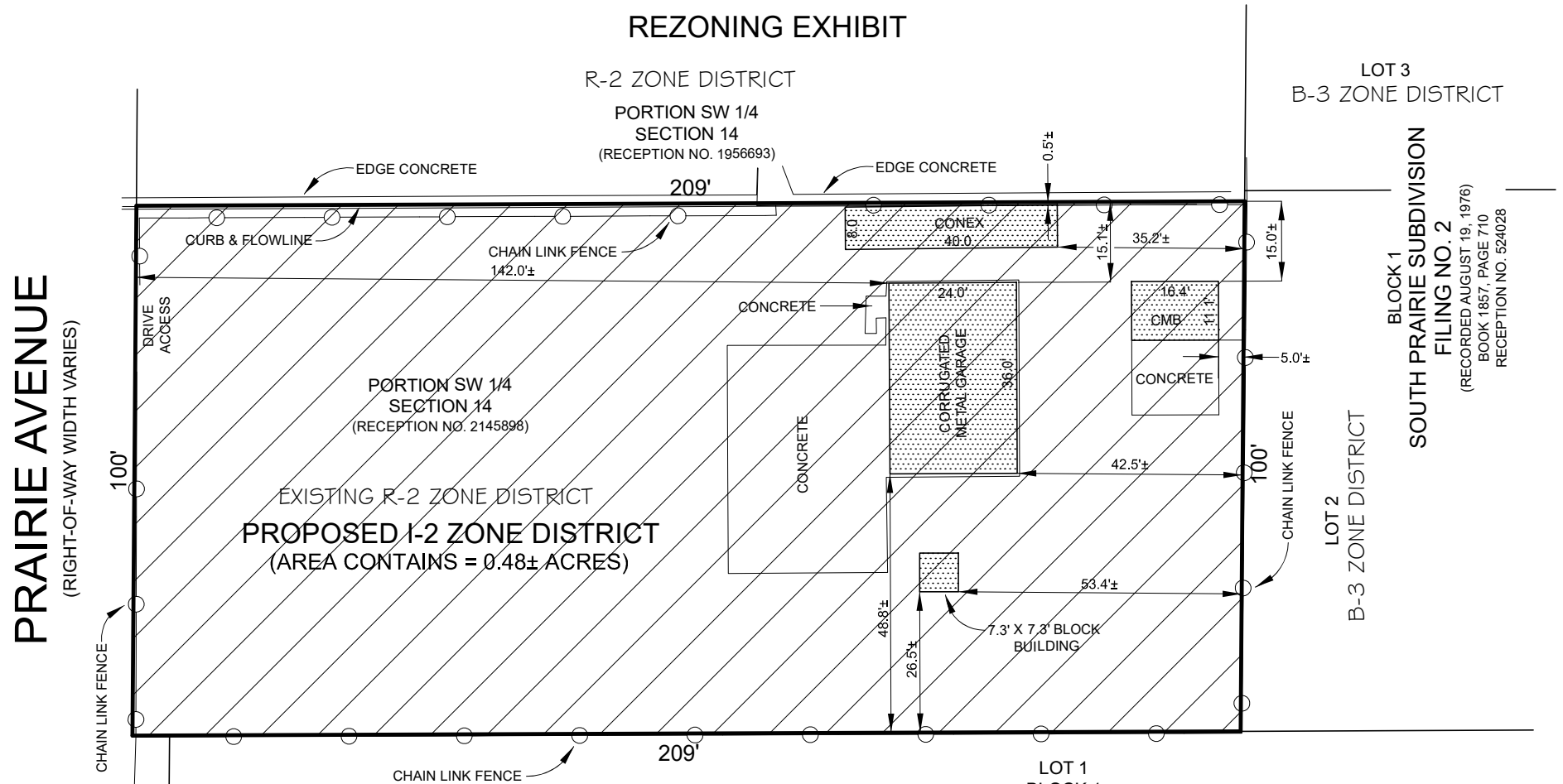
Signature:

Date:

SITE PLAN

A PORTION OF THE SW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN.
CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

REZONING EXHIBIT



SCALE 1" = 30'

CMB = CORRUGATED METAL GARAGE

LEGEND



= PROPOSED AREA TO BE REZONED TO I-2 ZONE DISTRICT (LIGHT INDUSTRIAL DISTRICT)

PROJECT: ROGER BLOCK
DESCRIPTION: SITE PLAN (REZONE) 3000 S. PRAIRIE AVENUE

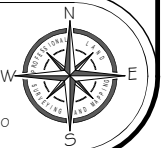
SHEET: 1 OF 1
DATE: 6-3-2024
SCALE: 1" = 30'

JOB NUMBER: 2024-142
FILE NAME: 2024-142 REZONE
REF. JOB NO.

Cardinal Points
Surveying Inc.

(719) 253-0874 - (719) 253-0878 fax

4601 Eaglengde Place, Suite 110
Pueblo, Colorado 81008



July 30, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from Roger Dale Block for the recommendation of the following application generally located east of S. Prairie Ave. and north of Thornberry Ln.

Z-24-13: Rezone 3002 S. Prairie Ave, .48 acres from R-2, Single Family Residential to I-2, Industrial District.

The Planning and Zoning Commission meeting will be held on August 14, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

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

CASE NUMBER: Z-24-13

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 3002 S. Prairie Ave. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

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 3002 S. Prairie Ave. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

Owner	OwnerStree	OwnerCity Ow	OwnerZip
LAMAAK ROGER L / LAMAAK SHARLEEN	1454 DANA LN	PUEBLO CO	81006-9732
SKUL JOHN A/SKUL ELIZABETH A	22 DARTMOUTH AVE	PUEBLO CO	81005-1756
WOODWARD DELBERT REVOCABLE LIVING	2548 W WOLFENSBERGER I	CASTLE RO CO	80109-9635
CORNELLA BROS LLC	2730 N 9TH ST	CANON CIT CO	81212-8516
PUEBLO DIVERSIFIED INDUSTRIES	2828 GRANADA BLVD	PUEBLO CO	81005-3104
BLOCK ROGER DALE/BLOCK KIMBERLEE	3000 S PRAIRIE AVE	PUEBLO CO	81005-5106
BROADMOOR LLC	35 PASADENA DR	PUEBLO CO	81005-2985
WYATT AARON	46 STANFORD AVE	PUEBLO CO	81005-1605
M 3 REAL ESTATE LLC	855 BROADVIEW PL	COLORADC CO	80904-1801
COCA COLA BOTTLING CO + OG NEW YORK	PO BOX 1734	ATLANTA GA	30301-1734



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 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 VACATING A PORTION OF A DRAINAGE EASEMENT LOCATED 1315 EAST 7TH STREET

SUMMARY:

The Pueblo City-County Library District is requesting to vacate 3,070 square feet of a drainage easement located at 1315 East 7th Street to facilitate new construction.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Pueblo City-County Library District is requesting this 3,070 square foot easement vacation at 1315 East 7th Street, the Lucero Library branch, to facilitate the construction of a 2,500 square foot addition to the west side of the building. Stormwater detention on this site has historically been managed with a 514 cubic foot rain garden. The requested vacation will vacate the northern 70x44 square feet and exclude most of the rain garden, as its volume will only decrease from 514 cubic feet to 455 cubic feet. There is also an underdrain flowing towards East 7th Street that will be unaffected by the easement vacation. The City Stormwater department has approved this request and does not find the granting of the easement vacation will negatively impact the site's stormwater detention.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

There are no financial implications for the City.

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 drainage easement will remain which will impede development of the site.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. V-24-02 Combined Attachments

ORDINANCE NO.

AN ORDINANCE VACATING A PORTION OF A DRAINAGE
EASEMENT LOCATED 1315 EAST 7TH STREET

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:
SECTION 1.

The following described portion of street right of way:

LOT 1 EAST SIDE LIBRARY SUBDIVISION ALSO THE ALLEY VACATED BY THE CITY OF PUEBLO LEGALLY DESCRIBED AS FOLLOWS: A PORTION OF THE SW4 29-20-64 + BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AN E/W 16.00 FT WIDE ALLEY BOUND ON THE N SIDE BY LOTS 19 THRU 26 BLK 121 OF FLETCHER HILL ADDITION TO THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO AS RECORDED IN THE PUEBLO COUNTY RECORDS IN BK 3 PG 26 + BOUND ON THE S SIDE OF LOT 1, EAST SIDE LIBRARY FORMERLY #04-293-34-014 + 017

is hereby vacated.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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:

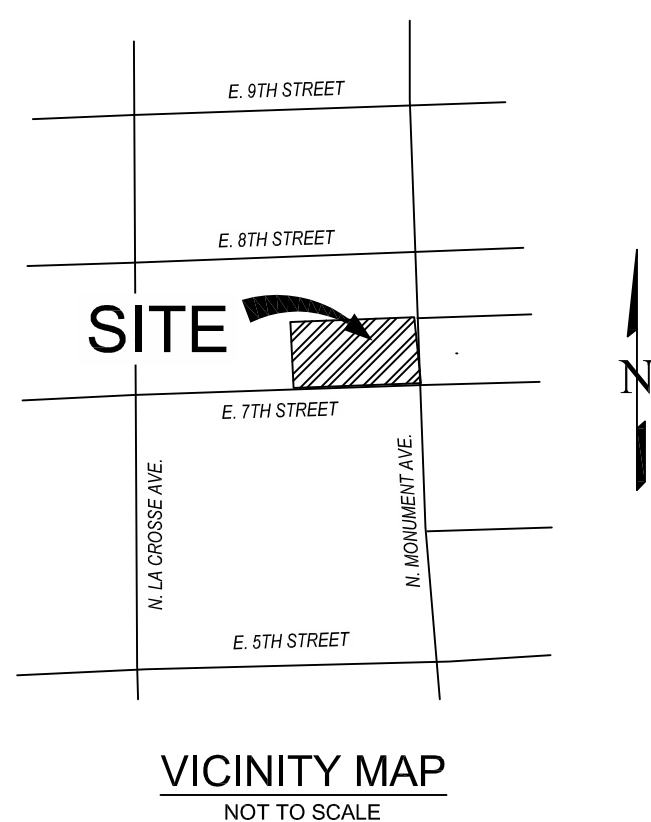
- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
OF THE 6TH P.M., CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO



ORDINANCE NO: _____

PLAT FILED FOR RECORD: _____

ORDINANCE RECEPTION NO: _____

PLAT RECEPTION NO: _____

EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.



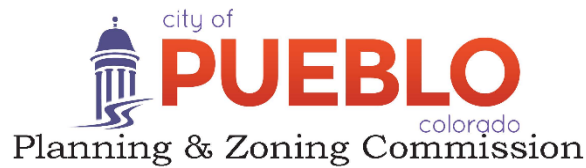
A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
OF THE 6TH P.M., CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 20'
JOB NO.	2490-000
DATE CREATED	08/05/24
DATE ISSUED	
SHEET NO	1 OF 1

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 August 14, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent:

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

Staff Members Absent:

Approval of the Agenda: Bailey motioned to approve the agenda, moving TA-22-01 to September 11, 2024, seconded by Maestri.

Motion Passed: 7-0

Public Hearings:

5. V-24-02 Drainage Easement Vacation: A vacation of 3,070 square feet of a drainage easement located at the 1315 E. 7th St. Lucero Library Branch. Staff report by Mikaylin Hackley, Planner.

Hearing: Applicant John Chrisman, Chrisman Engineering was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council with one (1) staff condition, seconded by Spinuzzi.

Motion Passed: 7-0.



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-24-02 East Side Library Subdivision Easement Vacation Plat

DATE: August 22, 2024

Please place the above referenced submittals on the City Council Agenda.

V-24-02

August 14, 2024

TO: City of Pueblo, Planning and Zoning Commission
FROM: Mikaylin Hackley, Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
LOCATION: 1315 E 7th St.
APPLICANT: City of Pueblo
OWNER: City of Pueblo
ZONE DISTRICT: Government Use (S-1) Zone District
CONCURRENT CASES: GU-24-01

Request:

Vacation of 3,070 square foot of a drainage easement to facilitate new construction

Background and Staff Analysis:

The City of Pueblo is requesting this 3,070 square foot easement vacation at 1315 E 7th St., the Lucero Library branch, in order to facilitate the construction of a 2,500 square foot addition to the west side of the building. Stormwater detention on this site has historically been managed with a 514 cubic foot rain garden. The requested vacation will vacate the northern 70x44 square feet and excludes the majority of the rain garden, as its volume will only decrease from 514 cubic feet to 455 cubic feet. There is also an underdrain flowing towards E 7th St. that will be unaffected by the easement vacation. City Stormwater department has approved this request and does not find the granting of the easement vacation will negatively impact the site's stormwater detention.

Applicable Regulations:

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

Referral Agencies and Comments:

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

Recommended Action:

Staff recommends that the Vacation be recommended for APPROVAL to City Council with no conditions.

Attachments:

- A. **Aerial Photo**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Public Notice Photo**
- E. **Vacation Plat**

A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map

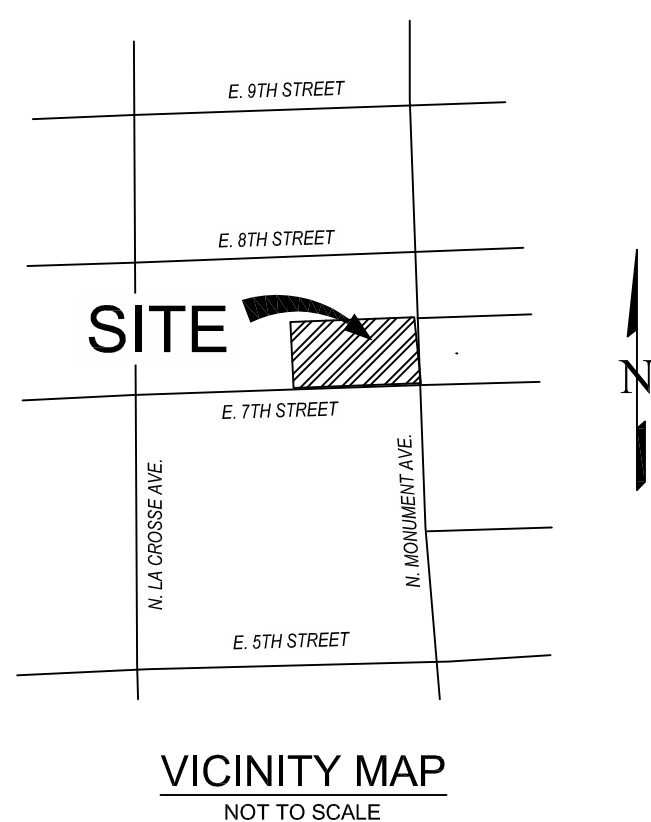


D. Public Notice



E. Vacation Plat

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 64 WEST,
OF THE 6TH P.M., CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO



ORDINANCE NO: _____

PLAT FILED FOR RECORD: _____

ORDINANCE RECEPTION NO: _____

PLAT RECEPTION NO: _____

DATE ISSUED			
SHEET NO	1	OF	1



CHRISMAN ENGINEERING, INC.

Forensic • Civil • Structural

July 24, 2024

CE22035-2

City of Pueblo Stormwater Utility
211 E. 'D' Street
Pueblo, Colorado 81003

RE: Pueblo City-County Library District
Renovation and Addition to:
Lucero Branch
1315 E. 7th Street
Pueblo, Colorado 81001

To Whom It May Concern:

The Pueblo City-County Library District is proposing a renovation and a 2,500 square foot addition to the existing Lucero Branch located at 1315 E. 7th Street. The renovation will reorganize the use of the building and include a community meeting room.

The property is zoned S-1 and is in the East Pueblo Drainage Basin with runoff flowing southerly and easterly in the East Side neighborhood street systems, and ultimately discharging to the Arkansas River.

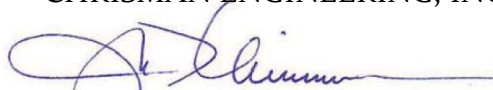
The new addition and site improvements have increased the on-site impervious area from 69.8% to 72.0%. The existing rain garden located between the parking lot and the building, south of the existing E-W parking lot sidewalk will remain. The rain garden volume will decrease from 514 cf to 455 cf which still exceeds the minimum required volume of 454 cf. In addition, the existing underdrain will remain completely intact with the same outfall point to E. 7th Street near Monument Avenue.

A 44-foot-wide drainage easement was platted entirely through the middle portion of the property. To accommodate the new addition, an easement vacation plat has been submitted to vacate the north portion of the drainage easement that does not contain the rain garden.

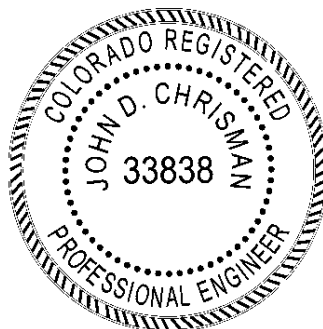
Based on the nature and size of this project, an abbreviated drainage report has been prepared in accordance with the City's Drainage Criteria Manual. Also, the site appears to conform to the City approved Master Plan for the drainage basin.

If you have any questions or require any additional information, please do not hesitate to contact me at your convenience.

Sincerely,
CHRISMAN ENGINEERING, INC



John D. Chrisman, P.E.
Principal Engineer



July 26, 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 applications located at the Lucero Library branch 1315 E 7th St:
V-24-02 Drainage Easement Vacation: Vacate approx. 3900 sq. ft. drainage easement.
GU-24-01 Government Use Site Plan Review: Review of approx. 2400 sq. ft. addition to the Lucero Library Branch building.

The Planning and Zoning Commission meeting will be held on **August 14, 2024, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place.

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

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Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER: V-24-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: 1315 E. 7th to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

July 26, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capitan

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Easement Vacation, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2

July 26, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capitan

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
PUEBLO CITY COUNTY LIBRARY	100 E ABRIENDO AVE	PUEBLO	CO	81004-4232
BISHOP OF PUEBLO	101 N GREENWOOD ST	PUEBLO	CO	81003-3164
PUEBLO PRIMARY CARE QALICB	110 E ROUTT AVE	PUEBLO	CO	81004-2117
ORTIZ OLIVAS BRAYAN U	1216 MASS ST	PUEBLO	CO	81001-2119
HOUSE KATHERINE / HOUSE STEVEN	1315 E 8TH ST	PUEBLO	CO	81001-3511
VILCAHUAMAN JANETH CARHUAMACA	1321 E 8TH ST	PUEBLO	CO	81001-3511
VIDO EVELIN NOHEMI	1323 E 8TH ST	PUEBLO	CO	81001-3511
SHAUFLER REBECCA JEAN	1335 E 8TH ST	PUEBLO	CO	81001-3511
CURZ PEREZ JUAN/MOLINA DIAZ LUZ E	1339 E 8TH ST	PUEBLO	CO	81001-3511
ROMERO ROY JOSEPH	1341 E 8TH ST	PUEBLO	CO	81001-3511
DIAZ BEATRIZ GONZALEZ	1343 E 8TH ST	PUEBLO	CO	81001-3511
RAMIREZ SAMUEL/RAMIREZ				
GEORGIA/RAMARIZ	1345 E 8TH ST	PUEBLO	CO	81001-3511
MCCORMICK VALETA ANN/MCCORMICK				
LA	1400 E 8TH ST	PUEBLO	CO	81001-3514
PARK HILL CHRISTIAN CHURCH	1401 E 7TH ST	PUEBLO	CO	81001-3509
MILLER MAX A/MILLER KAREN L	1401 E 8TH ST	PUEBLO	CO	81001-3513
PFISTER ERICH S	1402 E 8TH ST	PUEBLO	CO	81001-3514
LOPEZ DAVID J	1404 E 8TH ST	PUEBLO	CO	81001-3514
MALDONADO GINA	1409 E 7TH ST	PUEBLO	CO	81001-3509
MARTINEZ RICKY	1413 E 7TH ST	PUEBLO	CO	81001-3509
PEDIGO JON	1414 E 8TH ST	PUEBLO	CO	81001-3514
MALDONADO LOUISE C	1415 E 7TH ST	PUEBLO	CO	81001-3509
POTTORFF ROY	1416 E 8TH ST	PUEBLO	CO	81001-3514
MALDONADO GINA	1417 E 7TH ST	PUEBLO	CO	81001-3509
MAES ANTHONY/MAES MICHAEL				
ANTHONY	1430 E 8TH ST	PUEBLO	CO	81001-3514
LOPEZ AMY	2015 E 9TH ST	PUEBLO	CO	81001-3411
HARMONY INVESTMENT SOLUTIONS	2922 8TH AVE	PUEBLO	CO	81008-1217
GALLEGOS ANTHONY M/GALLEGOS LATAS	3124 SKYVIEW AVE	PUEBLO	CO	81008-1448
PUEBLO SCHOOL DISTICT NO. 60	315 W 11TH ST	PUELBO	CO	81003-2804
		COLORADO		
PUEBLO CO INVESTMENTS LLC	8420 SWEETGUM TER	SPRINGS	CO	80920-5743



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 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 VACATING A PORTION OF A DRAINAGE EASEMENT LOCATED IN LOT 1, BLOCK 2, NORTH VISTA, HIGHLANDS, FILING NO. 2

SUMMARY:

The applicant is requesting to vacate a portion of a drainage easement located in Lot 1, Block 2, North Vista, Highlands, Filing No. 2.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to subdivide 19.52-acres into 136 townhome lots (S-23-11) and is requesting to establish a Special Area Plan for the 19.52-acres (SAP-23-04).

BACKGROUND:

The 16,424.9 square foot portion of the Drainage Easement, dedicated in the North Vista Highlands, Filing No. 2 Subdivision, is being vacated to facilitate the development of townhomes in the proposed North Vista Highlands, Filing No. 9, a Special Area Plan. North Vista Highlands, Filing No. 9, a Special Area Plan, creates Parcel A, which is a drainage, pedestrian, and landscaping parcel located directly north of the easement proposed to be vacated, to ensure proper stormwater drainage into the stormwater detention area located just west of the Parcel.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 12, 2024, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance, the easement will remain which will impede development of the site.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. V-23-11 Combined Attachments

ORDINANCE NO.

AN ORDINANCE VACATING A PORTION OF A DRAINAGE EASEMENT LOCATED IN LOT 1, BLOCK 2, NORTH VISTA, HIGHLANDS, FILING NO. 2

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

SECTION 1.

The following described street right:

A portion of the drainage easement located in Lot 1, Block 2, North Vista Highlands, Filing No. 2 according to the recorded plat thereof, as filed for record August 20, 2021 in the records of the Pueblo County Clerk and recorded as Reception No. 2240303, being more particularly described as follows:

Commencing at the northeast corner of said Lot 1; thence along the arc of a curve whose center bears N48°25'17"E and whose radius is 150.00 feet, a distance of 37.49 feet; thence along the arc of a curve whose center bears S20°16'52"E and whose radius is 1227.00 feet, a distance of 32.18 feet to the true point of beginning; thence S26°24'18"E, a distance of 42.14 feet; thence along the arc of a curve whose center bears S21°37'10"E and whose radius is 1185.00 feet, a distance of 210.56 feet; thence S58°12'00"W, a distance of 180.52 feet; thence N26°24'18"E, a distance of 42.19 feet; thence N58°12'00"E, a distance of 176.55 feet; thence along the arc of a curve whose radius is 1227.00 feet, a distance of 214.51 feet to the point of beginning.

And

Beginning at the south corner of said lot 1; thence N47°16'06"W along the southwest boundary of said lot 1, a distance of 60.50 feet; thence N44°04'07"E, a distance of 71.39 feet; thence S45°55'53"E, a distance of 59.80 feet to a point on the southeast boundary of said lot 1; thence S43°52'47"W along the southeast boundary of lot 1, a distance of 69.99 feet to the Point of Beginning.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

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

Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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

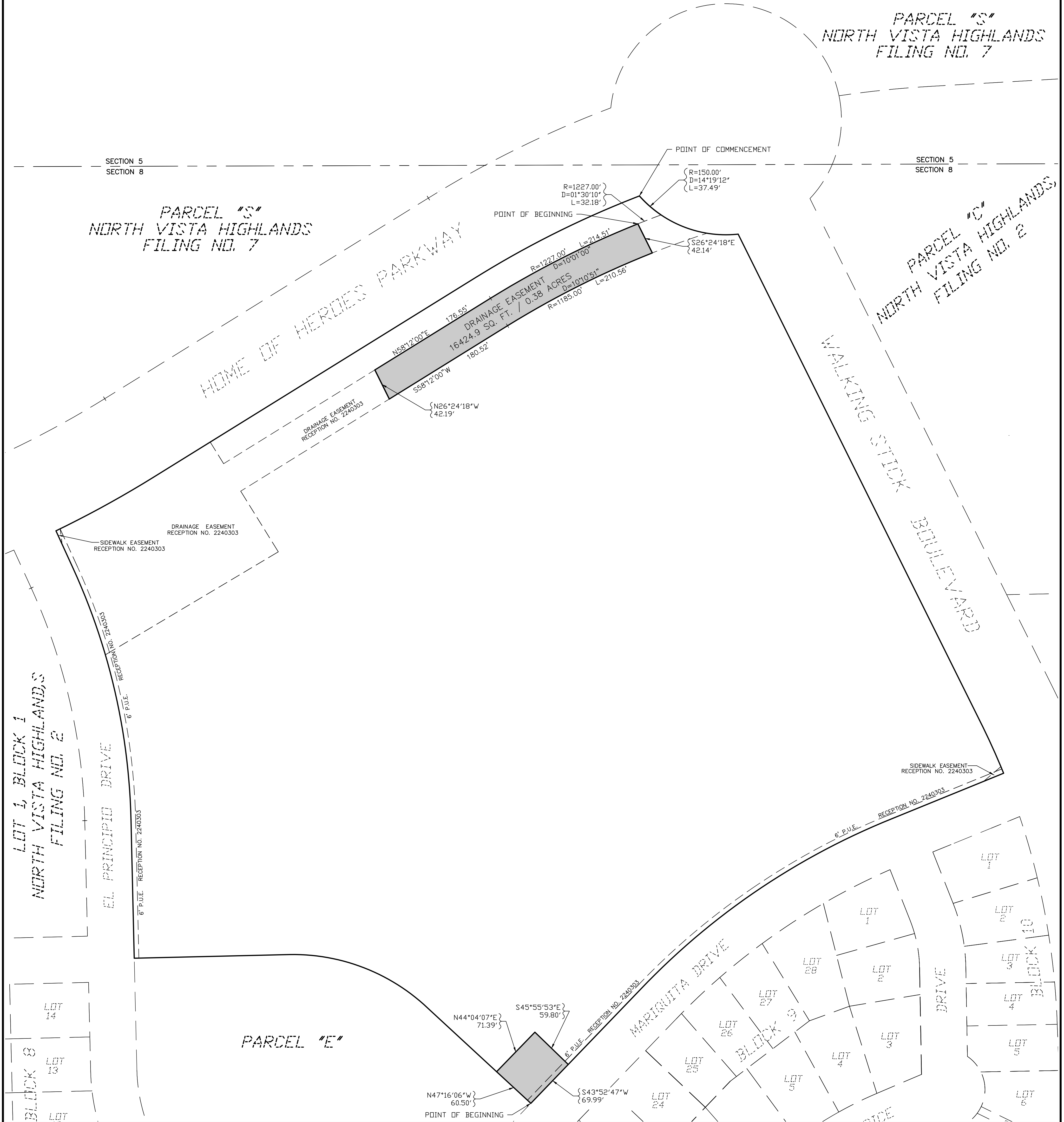
ATTEST

City Clerk

EASEMENT VACATION

NORTH VISTA HIGHLANDS, FILING NO. 2

A VACATION OF A PORTION OF A DRAINAGE EASEMENT
IN NORTH VISTA HIGHLANDS, FILING NO. 2
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



A PORTION OF THE DRAINAGE EASEMENT LOCATED IN LOT 1, BLOCK 2, NORTH VISTA HIGHLANDS, FILING NO. 2 ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED FOR RECORD AUGUST 20, 2021 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDED AS RECEPTION NO. 2240303, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE ARC OF A CURVE WHOSE CENTER BEARS N48°25'17"E AND WHOSE RADIUS IS 150.00 FEET, A DISTANCE OF 37.49 FEET; THENCE ALONG THE ARC OF A CURVE WHOSE CENTER BEARS S20°16'52"E AND WHOSE RADIUS IS 1227.00 FEET, A DISTANCE OF 32.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE S26°24'18"E, A DISTANCE OF 42.14 FEET; THENCE ALONG THE ARC OF A CURVE WHOSE CENTER BEARS S21°37'10"E AND WHOSE RADIUS IS 1185.00 FEET, A DISTANCE OF 210.56 FEET; THENCE S58°12'00"W, A DISTANCE OF 180.52 FEET; THENCE N26°24'18"E, A DISTANCE OF 42.19 FEET; THENCE N58°12'00"E, A DISTANCE OF 176.55 FEET; THENCE ALONG THE ARC OF A CURVE WHOSE RADIUS IS 1227.00 FEET, A DISTANCE OF 214.51 FEET TO THE POINT OF BEGINNING.

AND

BEGINNING AT THE SOUTH CORNER OF SAID LOT 1; THENCE N47°16'06"W ALONG THE SOUTHWEST BOUNDARY OF SAID LOT 1, A DISTANCE OF 60.50 FEET; THENCE N44°04'07"E, A DISTANCE OF 71.39 FEET; THENCE S45°55'53"E, A DISTANCE OF 59.80 FEET TO A POINT ON THE SOUTHEAST BOUNDARY OF SAID LOT 1; THENCE S43°52'47"W ALONG THE SOUTHEAST BOUNDARY OF LOT 1, A DISTANCE OF 69.99 FEET TO THE POINT OF BEGINNING.

RESERVATIONS:

None

PURPOSE:

RESUBDIVISION

SURVEYOR'S CERTIFICATION

I, MICHAEL L. CUPPY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS EASEMENT VACATION IS NOT BASED UPON ACTUAL FIELD SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION, BUT WAS PREPARED USING INFORMATION SHOWN ON THE PLAT OF NORTH VISTA HIGHLANDS, FILING NO. 2 RECORDED AUGUST 20, 2021 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDED AS RECEPTION NO. 2240303. THE PROPERTY WITHIN THIS EASEMENT MAY OR MAY NOT BE PRESENTLY MONUMENTED. I HAVE NOT CONFIRMED THE PROPERTY PINS ARE ACCURATELY LOCATED.

Prepared By:

Northstar Engineering and Surveying, Inc.
111 E. 5th Street
Pueblo, CO 81003

By:

Michael Leland Cuppy
Professional Land Surveyor
Colorado Registered No. 38485

LEGEND

 = PROPOSED EASEMENT VACATION

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8,
TOWNSHIP 20 SOUTH, RANGE 64 WEST
OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

SCALE: 1" = 60'

0 30' 60' 120'

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BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday June 12, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Mikaylin Hackley, Planner, Cindy Capritta, Land Use Tech., Andrew Hayes, Director of Public Works, and Joe Martellaro, Public Works Engineer.

Staff Members Absent: Beritt Odom, Principal Planner

Approval of the Agenda: Bailey motioned to move item TA-22-01 to the July 10, 2024, meeting and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

5. V-23-11 Vacation of Drainage Easement, vacation of a portion of a drainage easement in North Vista Highlands Filing No. 2. Staff Report by Scott Hobson

Hearing: Applicant 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 to City Council with two (2) staff conditions, and subject to the approval of the North Vista Highlands Subdivision, seconded by Maestri.

Motion Passed: 7-0



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-23-11 Easement Vacation – North Vista Highlands, Filing No. 2
S-23-11 North Vista Highlands, Filing No. 9, a Special Area Plan
SAP-23-04 North Vista Highlands, Filing No. 9, a Special Area Plan

DATE: August 19, 2024

Please place the above referenced submittals on the City Council Agenda.

V-23-11

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: June 12, 2024

SUBJECT: North Vista Highlands, Filing No. 2, Drainage Easement Vacation

APPLICANT: Michael Cuppy, NorthStar Engineering and Surveying

OWNER: NVH 2B LLC

LOCATION: Generally located south of Home of Heros Parkway and west of Walking Stick Blvd.

CONCURRENT REQUESTS: S-23-11 North Vista Highlands, Filing No. 9, A Special Area Plan
SAP-23-04 Special Area Plan

Request:

Vacation of a portion of a drainage easement located in Lot 1, Block 2, North Vista, Highlands, Filing No. 2.

BACKGROUND AND ANALYSIS:

The 16,424.9 sq. ft. portion of the Drainage Easement, dedicated in the North Vista Highlands, Filing No. 2 Subdivision, is being vacated to facilitate the development of townhomes in the proposed North Vista Highlands, Filing No. 9, a Special Area Plan. North Vista Highlands, Filing No. 9, a Special Area Plan, creates Parcel A, which is a drainage, pedestrian, and landscaping parcel located directly north of the easement proposed to be vacated, to ensure proper stormwater drainage into the stormwater detention area located just west of the Parcel.

Applicable Regulations:

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

Recommended Action:

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Vacation be approved with the following condition(s):

1. Amend the Vacation Plat title to include the subdivision name, "North Vista Highlands, Filing No. 2." The title must be amended prior to City Council review.

REFERRAL AGENCIES AND COMMENTS:

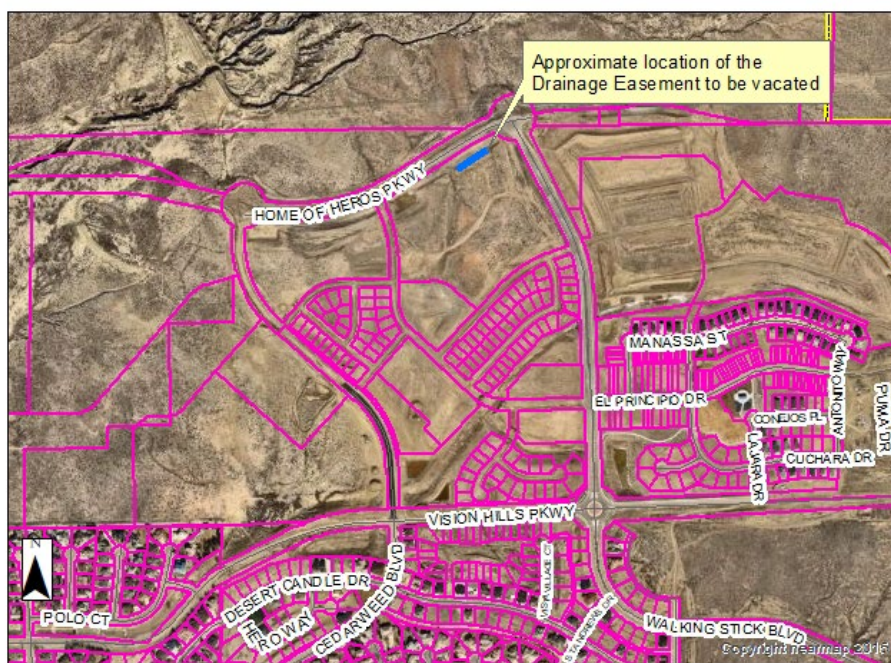
- City Public Works-no comment

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

ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Site Photographs
- D. SRC Memo, June 6, 2024
- E. Vacation Plat

ATTACHMENTS:



A. Aerial Photograph



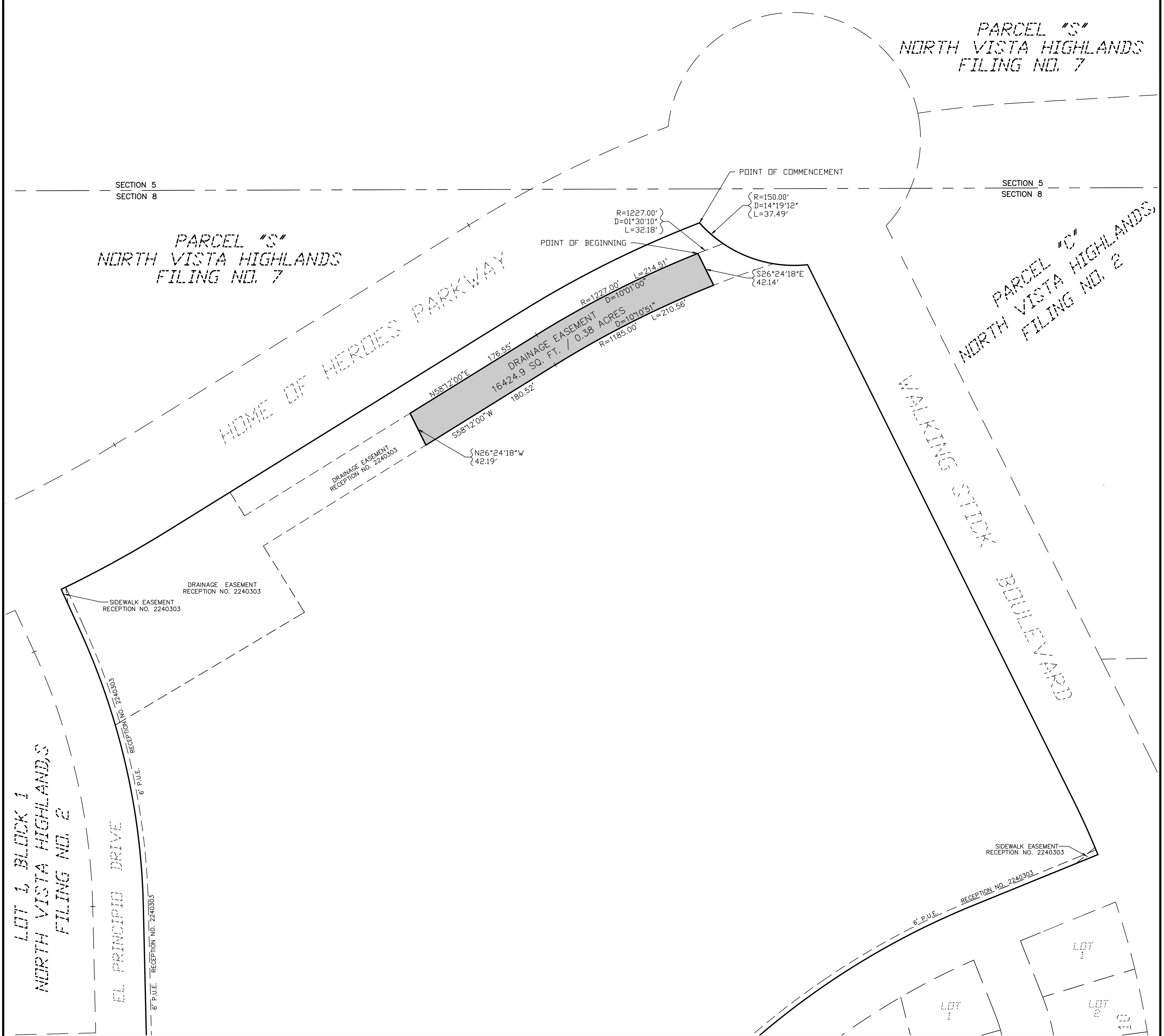
Attachment D. Site Photos-Public Notice



Attachment D. View of parcel that contains the easement, looking southwest from Home of Heros Pkwy.

EASEMENT VACATION

A VACATION OF A PORTION OF A DRAINAGE EASEMENT
IN NORTH VISTA HIGHLANDS, FILING NO. 2
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



A PORTION OF THE DRAINAGE EASEMENT LOCATED IN LOT 1, BLOCK 2, NORTH VISTA HIGHLANDS, FILING NO. 2 ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED FOR RECORD AUGUST 20, 2021 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDED AS RECEPTION NO. 2240303, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE ARC OF A CURVE WHOSE CENTER BEARS N48°25'17"E AND WHOSE RADIUS IS 150.00 FEET, A DISTANCE OF 37.49 FEET; THENCE ALONG THE ARC OF A CURVE WHOSE CENTER BEARS S20°16'52"E AND WHOSE RADIUS IS 1227.00 FEET, A DISTANCE OF 32.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE S26°24'18"E, A DISTANCE OF 42.14 FEET; THENCE ALONG THE ARC OF A CURVE WHOSE CENTER BEARS S21°37'10"E AND WHOSE RADIUS IS 1185.00 FEET, A DISTANCE OF 210.56 FEET; THENCE S58°12'00"W, A DISTANCE OF 180.52 FEET; THENCE N26°24'18"E, A DISTANCE OF 42.19 FEET; THENCE N58°12'00"E, A DISTANCE OF 176.55 FEET; THENCE ALONG THE ARC OF A CURVE WHOSE RADIUS IS 1227.00 FEET, A DISTANCE OF 214.51 FEET TO THE POINT OF BEGINNING.

RESERVATIONS:

None

PURPOSE:

RESUBDIVISION

SURVEYOR'S CERTIFICATION

I, MICHAEL L. CUPPY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS EASEMENT VACATION IS NOT BASED UPON ACTUAL FIELD SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION, BUT WAS PREPARED USING INFORMATION SHOWN ON THE PLAT OF NORTH VISTA HIGHLANDS, FILING NO. 2 RECORDED AUGUST 20, 2021 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER AS RECEPTION NO. 2240303. THE PROPERTY WITHIN THIS EASEMENT MAY OR MAY NOT BE PRESENTLY MONUMENTED. I HAVE NOT CONFIRMED THE PROPERTY PINS ARE ACCURATELY LOCATED.

Prepared By:

Northstar Engineering and Surveying, Inc.
111 E. 5th Street
Pueblo, CO 81003

By:

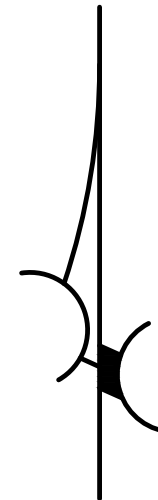
Michael Leland Cuppy
Professional Land Surveyor
Colorado Registered No. 38485

LEGEND

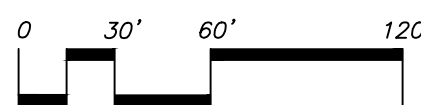
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BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8,
TOWNSHIP 20 SOUTH, RANGE 64 WEST
OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.



SCALE: 1" = 60'



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B
Y: NORTHSTAR ENGINEERING AND SURVEYING, INC.

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: June 6, 2024

Subject: V-23-11 North Vista Highlands, Filing No. 2, vacation of a portion of a drainage easement.

S-23-11 North Vista Highlands, Filing No. 9, A Special Area Plan

SAP-23-04 North Vista Highlands, Filing No. 9, A Special Area Plan

V-23-11

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested drainage easement be vacated with the following condition:

- Amend the Vacation Plat title to include the subdivision name, “North Vista Highlands, Filing No. 2.” The title must be amended prior to City Council review.

S-23-11

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the North Vista Highlands, Filing No. 9, A Special Area Plan Subdivision be APPROVED with the following noted:

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, June 6, 2024.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Remove all references to “Covenants” and utilize the title “Declaration and Party Wall Agreement for Legacy Townhomes.” 2. Address all outstanding comments from the Stormwater Department, John Sakariason, June 3, 2024. 3. Address Wastewater Department comments on attached redlined SAP plat. 4. Address Department of Transportation Comments, noted on the attached annotated SAP and Supplemental Plat and within

SAP-23-04

If the Planning and Zoning Commission is inclined to forward a recommendation to City Council that the requested Special Area Plan be approved, staff recommends the following conditions, to mitigate potential negative externalities and comply with existing regulatory mechanisms in effect on the property. The conditions must be addressed prior to City Council review and approval:

1. Amend the Declaration and Party Wall Agreement for Legacy Townhomes, Exhibit C-2 to state that “Parcels” not “Tracts,” A-J shall be common elements, not “may” become common elements.
2. All language within the Declaration and Party Wall Agreement for Legacy Townhomes must reflect that the common areas identified on the Special Area Plan Plat are common elements, not that they may become common elements in the future.
3. The Founder referenced in the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands, recorded February 2019, must provide written consent to the amended Declaration and Party Wall Agreement for Legacy Townhomes.
4. The Special Area Plan (SAP) plat or the Declaration and Party Wall Agreement must stipulate the allowed location of private fencing (front yard, rear yard), maximum height of fence, permissible fencing materials, style, and color of fencing.
5. Amend Section 2.4, Legacy Townhomes Declaration to reflect the correct number of lots, 136 townhome lots and two multifamily lots.
6. Amend Section 7.4, Legacy Townhomes Declaration and Party Wall Agreement to refer to the North Vista Master Plan Planned Unit Development and or subsequent addendums/amendments as the regulatory document regarding uses within the townhome development.
7. Amend the Legacy Townhomes Declaration and Party Wall Agreement to include appropriate references to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands.
8. Amend the Legacy Townhomes Declaration and Party Wall Agreement to include appropriate references to the North Vista Master Plan Planned Unit Development Guide.
9. Amend the Legacy Townhomes Declaration and Party Wall Agreement to include appropriate references to the North Vista Design Guidelines.
10. Address accessory structures on the SAP plat; either provide provisions for the construction of accessory structures including, size, location, and appearance or specifically prohibit accessory structures.
11. Amend the Legacy Townhomes Declaration and Party Wall Agreement or SAP plat to include a list of acceptable and prohibited landscaping materials for the private lots. The list must include a tree selection of ornamental or dwarf size trees that are fruitless.
12. The SAP plat must include a reference to the approved townhome elevations, to include the architect or architecture firm, date of drawing, Planning and Zoning Commission approval date, and Planning and Zoning Commission case number.
13. The SAP plat must include a reference to the approved landscape plan, to include architect or architecture firm, date of drawing, Planning and Zoning Commission approval date, and Planning and Zoning Commission case number.

April 24, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Ruth Fezatte for the approval of the following applications generally located south of Home of Heros Parkway and west of Walking Stick Blvd.

V-23-11: Vacation of a portion of a drainage easement in North Vista Highlands Filing No. 2.
S-23-11: North Vista Highlands, Filing No. 9, A Special Area Plan subdivision of 19.52 acres into townhome lots and parcels for recreation and drainage.
SAP-23-04: North Vista Highlands, Filing No. 9, A Special Area Plan, to allow unique development including single-family attached townhomes and private streets.

The Planning and Zoning Commission meeting will be held on 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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>**Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose).** You are welcome to attend this public hearing 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

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

CASE NUMBER: V-23-11

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: North Vista Highlands Filing #9 to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

April 24, 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 North Vista Highlands Filing #9, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

April 24, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
PUEBLO SPROUT DEVELOPMENT, LLC	6813 COMMERCE DR	HUBBARD	OH	44425-2945
PUEBLO SPROUT DEVELOPMENT LLC	PO BOX 248	HUBBARD	OH	44425-0248
PUEBLO HEIGHTS LLC	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
NVH 2B LLC	5155 LONE STAR PL	COLORADO SPRINGS	CO	80922-3600
NORTH VISTA PUEBLO LAND INVESTMENT	3819 BROADVIEW PL 4408 TURNBERRY	CASTLE ROCK	CO	80109-4507
N V H PHASE 2A LLC	CRESCENT	PUEBLO	CO	81001-1162



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 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 APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 9, A SPECIAL AREA PLAN SUBDIVISION LOCATED SOUTH OF HOME OF HEROS PARKWAY AND WEST OF WALKING STICK BOULEVARD

SUMMARY:

The applicant is requesting to subdivide 19.52-acres into 136 townhome lots and two multifamily residential lots, private streets, parcels for pedestrian circulation, drainage, parking, landscaping, drainage, utilities, and a park in Planning Area 3 of the North Vista Highlands PUD.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to vacate a portion of a drainage easement in North Vista Highlands, Filing No. 2 (V-23-11) and is also requesting to establish a Special Area Plan for the 19.52-acres (SAP-23-04).

BACKGROUND:

The subject property is a re-subdivision of North Vista Highlands, Filing No. 2, located south of Home of Heros Parkway and west of Walking Stick Blvd. The proposed subdivision divides the property into 136 townhome lots, two multifamily residential lots and multiple parcels for pedestrian use, utilities, landscaping and park. A Special Area Plan is proposed for this subdivision to allow for the unique development of attached townhomes on individual lots that do not meet the minimum required lot width as prescribed by the North Vista Highlands PUD Development Guide and private streets. Each townhome will be located on an individual lot and will have a two-car garage that is accessed from the private street. All townhomes will have a small outdoor space which fronts onto a pedestrian path, located within parcels, providing pedestrian circulation throughout the development. The proposed development also includes drainage and detention parcels that will be landscaped, 20 visitor parking spaces and a park parcel that will include a small playground with a pedestrian path and landscaping.

A drainage and detention parcel will be located south of Home of Heros Parkway, providing a buffer between the townhomes and the arterial roadway (Home of Heros Pkwy). The parcels will be landscaped with irrigated native grass, river rock, decorative shrubs/grasses and provide a sidewalk that connects residents to Home of Heros Parkway, final approval of landscaping and architectural plans will take place with the PUD Site Plan approval process. The proposed development is in Planning Area 3 of the North Vista Highlands PUD Development Guide, which requires a minimum lot width of 30 feet for single-family attached homes. Section 17-4-29, of the Pueblo Municipal Code states, in any zone district after or in conjunction with approval of a subdivision plan, A Special Area Plan may be submitted to the Planning and Zoning Commission for unique planning and development, which may allow for exceptions to minimum setbacks and lot width and depth requirements for each building, with consideration for the protection of public health, safety, and general welfare. Therefore, the applicant is requesting approval of the proposed Special Area Plan in conjunction with the approval of the North Vista Highlands, Filing No. 9 Subdivision. A detailed discussion of the SAP provisions is included in the SAP-23-04, North Vista Highlands, Filing No. 9 Staff Report. The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The proposed subdivision, North Vista Highlands, Filing No. 9, will dedicate .83 acres of private neighborhood park, in Parcel H. North Vista Highlands, Filing No. 5 dedicated 3.5 acres for neighborhood park (Parcel E), which is located directly south of Parcel H in Filing No. 9. Filing No. 5 also dedicated 3.86 areas of park, in the form of landscaped open space and trails, totaling 7.36 acres of park. Parcel E and the open space and trails from Filing No. 5, meets the park requirement for both Filings 5 and 9 (286 dwelling units requires 4.29 acres of park); therefore the .83 acres of park dedicated in Filing 9 is surplus neighborhood park area. The sharing of park area between subdivisions is allowed within the PUD if the park is within a quarter mile of the subdivision and is large enough to accommodate the residential population based on the required .015 acres of park per dwelling unit.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 12, 2024 Regular Meeting, voted 7-0 to recommend approval with conditions.

STAKEHOLDER PROCESS:

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

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. S-23-11 Combined Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS,
FILING NO. 9, A SPECIAL AREA PLAN SUBDIVISION LOCATED
SOUTH OF HOME OF HEROS PARKWAY AND WEST OF
WALKING STICK BOULEVARD

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

SECTION 1.

The final plat of the North Vista Highlands, Filing No. 9, A Special Area Plan Subdivision, being a subdivision of land legally described as:

A parcel of land located in the Northwest one-quarter of Section 8, Township 20 South, Range 64 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

All of Lot 1, Block 2, according to the recorded plat of North Vista Highlands, Filing No. 2 as filed for record on August 20, 2021 at Reception No. 2240303 in the office of the Pueblo County Clerk and Recorder.

Containing 19.52-acres, more or less.

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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.

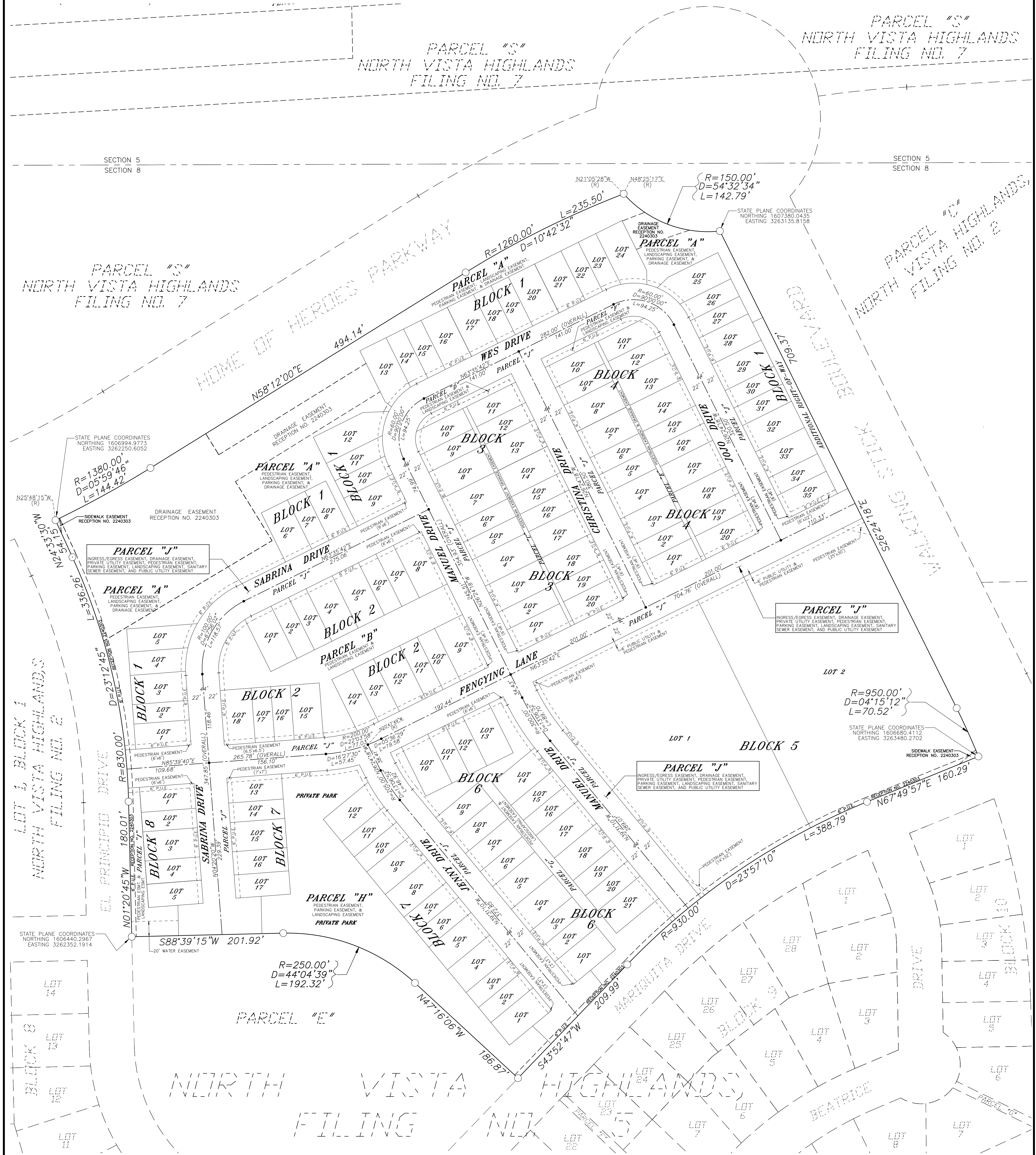
President of City Council

ATTEST

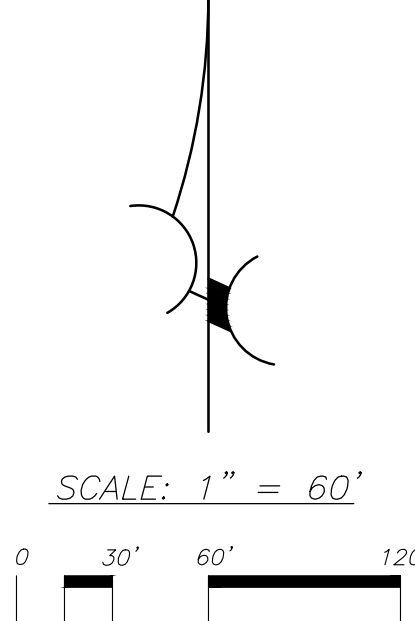
City Clerk

NORTH VISTA HIGHLANDS, FILING NO. 9 A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.



LEGEND	
○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY

BASIS OF BEARINGS
EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

NORTH VISTA HIGHLANDS, FILING NO. 9 A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "S"
NORTH VISTA HIGHLANDS
FILING NO. 7

HOME OF HEROES PARKWAY

PARCEL "A"
97,838 SF
PEDESTRIAN EASEMENT,
LANDSCAPING EASEMENT,
PARKING EASEMENT, &
DRAINAGE EASEMENT

PARCEL "A"
PEDESTRIAN EASEMENT,
LANDSCAPING EASEMENT,
PARKING EASEMENT, &
DRAINAGE EASEMENT

PARCEL "B"
18,165 SF
PEDESTRIAN EASEMENT &
LANDSCAPING EASEMENT

PARCEL "J"
178,674 SF
INGRESS/EGRESS EASEMENT, DRAINAGE
PRIVATE/UTILITY EASEMENT, PEDESTRIAN
PARKING EASEMENT, LANDSCAPING EASEMENT,
SEWER EASEMENT, AND PUBLIC UTILITY

PARCEL "H"
36,388 SF
PEDESTRIAN EASEMENT &
LANDSCAPING EASEMENT
PRIVATE PARK

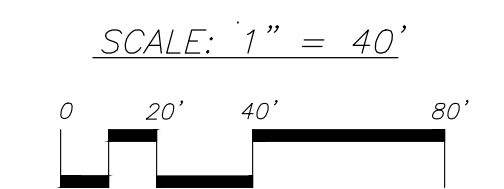
SCALE: 1" = 40'

BASIS OF BEARINGS
EAST LINE OF THE NE 1/4 OF SECTION 8,
TOWNSHIP 20 SOUTH, RANGE 64 WEST
OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SECTION 5
SECTION 8



BASIS OF BEARINGS
EAST LINE OF THE NE 1/4 OF SECTION 8,
TOWNSHIP 20 SOUTH, RANGE 64 WEST
OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

PARCEL "J"
178,674 SF

INGRESS/EGRESS EASEMENT, DRAINAGE EASEMENT,
PRIVATE UTILITY EASEMENT, PEDESTRIAN EASEMENT,
PARKING EASEMENT, LANDSCAPING EASEMENT, SANITARY
SEWER EASEMENT, AND PUBLIC UTILITY EASEMENT

LOT 2
84,384 SF

$$\begin{cases} R=950.00' \\ D=04^{\circ}15'12'' \\ l=70.52' \end{cases}$$

STATE PLANE COORDINATES—
NORTHING 1606680.4112
EASTING 3263480.2702

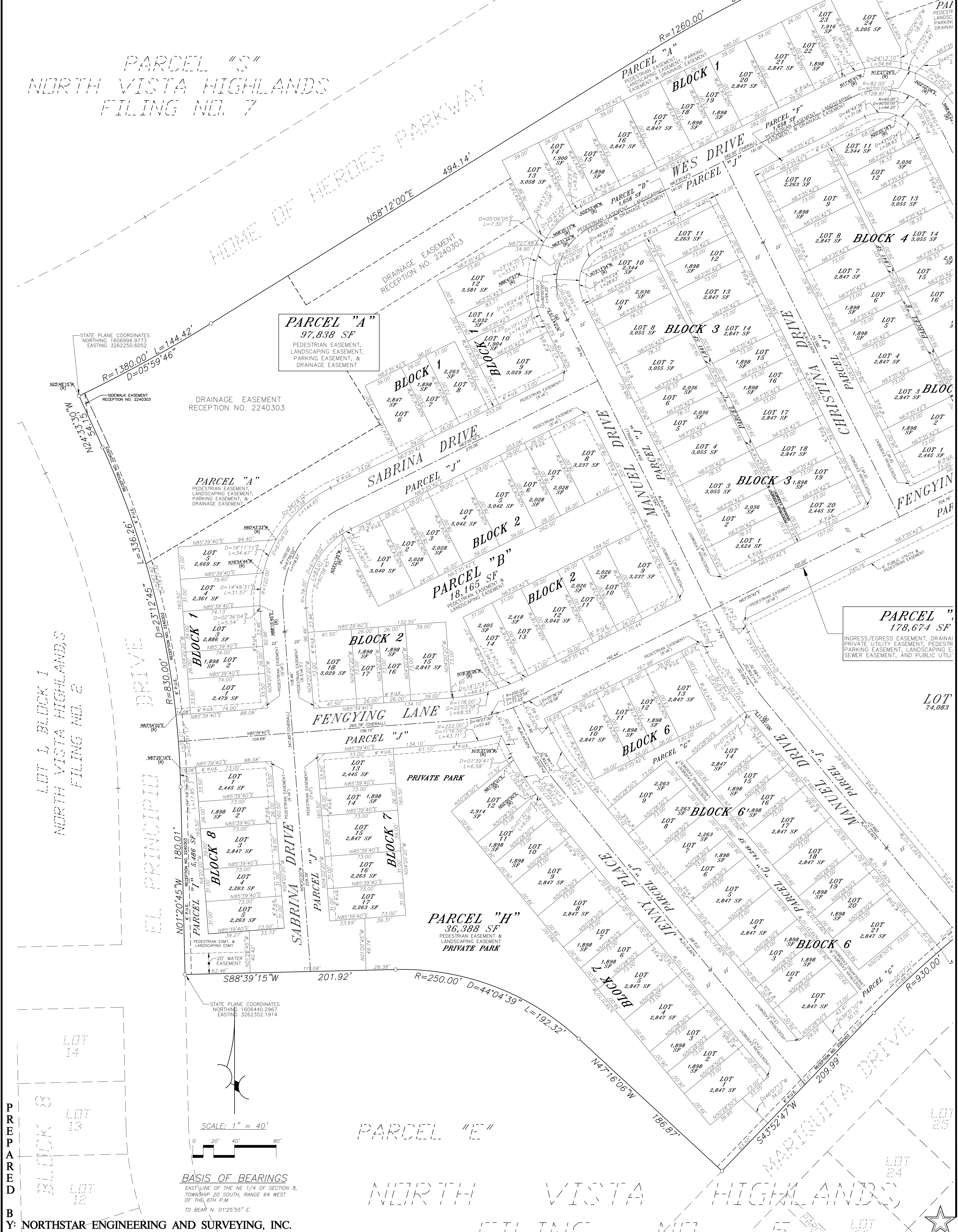
SIDEWALK EASEMENT—
RECEPTION NO. 2240303

Y: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 9 A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "S"
NORTH VISTA HIGHLANDS
FILING NO. 7



SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



LEGEND

- | | | |
|--|--------------------------------------|---------------------------------------|
| ○ SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485 | ⚡ GUY WIRE | -----E----- UNDERGROUND ELECTRIC LINE |
| ▲ FOUND MONUMENT BOX | ⚡ POWER POLE | -----FOL----- FIBER OPTIC LINE |
| △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS | □ TELEPHONE PEDESTAL | -----OHE----- OVERHEAD POWER LINE |
| P.O.B. POINT OF BEGINNING | WV WATER VALVE | -----G----- GAS MAIN |
| P.U.E. PUBLIC UTILITY EASEMENT | WV GAS VALVE | -----S-8" PVC SANITARY SEWER MAIN |
| D.E. DRAINAGE EASEMENT | ⊙ SANITARY SEWER MANHOLE | -----ST 24" RCP STORM SEWER MAIN |
| S.S.E. SANITARY SEWER EASEMENT | ⊙ STORM SEWER MANHOLE | -----T----- TELEPHONE LINE |
| W.E. WATER EASEMENT | ⊙ WATER MANHOLE | -----W 24" PVC WATER MAIN |
| SF SQUARE FEET | ⊙ LIGHT POLE | |
| (R) RADIAL | ---4860--- EXISTING CONTOUR (5 FOOT) | |
| (P) PLAT | ---4863--- EXISTING CONTOUR (1 FOOT) | |
| (M) MEASURED | | |
| R.O.W. RIGHT OF WAY | | |
| PUD CURRENT ZONING | | |

BENCHMARK

TRIANGLE LOCATED ON SOUTHWEST CORNER OF CATCH BASIN
LOCATED IN THE NORTHWEST CORNER OF THE INTERSECTION
OF MUIRFIELD DRIVE AND ST. ANDREWS DRIVE.
NAVD 88 ELEVATION = 4874.80

NOTES:

- FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.
- LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON 10-26-2023.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

SUBDIVIDERS:

NVH 2B, LLC
A COLORADO LIMITED LIABILITY COMPANY

ENGINEERS AND SURVEYORS:

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO
APRIL 15, 2024



VICINITY MAP
NOT TO SCALE

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday July 10, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

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, Cindy Capritta, Land Use Tech.

Staff Members Absent:

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

Motion Passed: 7-0

Public Hearings:

1. S-23-11 North Vista Highlands, Filing No. 9, A Special Area Plan Subdivision, of 19.52 acres into townhome lots and parcels for recreation and drainage. Staff Report by Beritt Odom, *cont'd from June 12, 2024.*

Hearing: Applicant Mike Cuppy, North Star Engineering and Surveying was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council upon completion of one (1) staff condition, seconded by Aznar.

Motion Passed: 7-0



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-23-11 Easement Vacation – North Vista Highlands, Filing No. 2
S-23-11 North Vista Highlands, Filing No. 9, a Special Area Plan
SAP-23-04 North Vista Highlands, Filing No. 9, a Special Area Plan

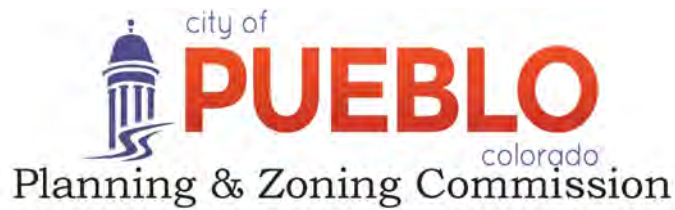
DATE: August 19, 2024

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-23-11

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: June 12, 2024

SUBJECT: North Vista Highlands, Filing No. 9, A Special Area Plan

APPLICANT: Michael Cuppy, NorthStar Engineering and Surveying

PROPERTY OWNER: NVH 2B LLC

LOCATION: Generally located south of Home of Heros Parkway and west of Walking Stick Blvd.

EXISTING ZONE: PUD, North Vista Highlands

CONCURRENT REQUESTS: V-23-11 Vacation of a portion of a drainage easement in North Vista Highlands, Filing No. 2
SAP-23-04: Special Area Plan

REQUEST:

The applicant is requesting to subdivide 19.52-acres into 136 townhome lots and two multifamily residential lots, private streets, parcels for pedestrian circulation, drainage, parking, landscaping, drainage, utilities, and a park in Planning Area 3 of the North Vista Highlands PUD.

STAFF REVIEW AND FINDINGS:

The subject property is a re-subdivision of North Vista Highlands, Filing No. 2, located south of Home of Heros Parkway and west of Walking Stick Blvd. The proposed subdivision divides the property into 136 townhome lots, two multifamily residential lots and multiple parcels for pedestrian use, utilities, landscaping and park. A Special Area Plan is proposed for this subdivision to allow for the unique development of attached townhomes on individual lots that do not meet the minimum required lot width as prescribed by the North Vista Highlands PUD Development Guide and private streets. Each townhome will be located on an individual lot and will have a two-car garage that is accessed from the private street. All townhomes will have a small outdoor space which fronts onto a pedestrian path, located within parcels, providing pedestrian circulation throughout the development. The proposed development also includes drainage and detention parcels that will be landscaped, 20 visitor parking spaces and a park parcel that will include a small playground with a pedestrian path and landscaping. A drainage and detention parcel will be located south of Home of Heros Parkway, providing a buffer between the townhomes and the arterial roadway (Home of Heros Pkwy.). The parcels will be landscaped with irrigated native grass, river rock, decorative shrubs/grasses and provide a sidewalk that connects residents to Home of Heros Parkway, final approval of landscaping and architectural plans will take place with the PUD Site Plan approval process.

The proposed development is located in Planning Area 3 of the North Vista Highlands PUD Development Guide, which requires a minimum lot width of 30 feet for single-family attached homes. Section 17-4-29, of the Pueblo

Municipal Code states, in any zone district after or in conjunction with approval of a subdivision plan, A Special Area Plan may be submitted to the Planning and Zoning Commission for unique planning and development, which may allow for exceptions to minimum setbacks and lot width and depth requirements for each building, with consideration for the protection of public health, safety, and general welfare. Therefore, the applicant is requesting approval of the proposed Special Area Plan in conjunction with the approval of the North Vista Highlands, Filing No. 9 Subdivision. A detailed discussion of the SAP provisions is included in the SAP-23-04, North Vista Highlands, Filing No. 9 Staff Report.

The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The PUD identifies Planning Areas 1, 5, and 7 as the locations for future District Park development and requires the subdivider “to clearly indicate on each plat the number of acres for each site and the total acreage proposed for each park or open space dedication within the project” (Section 7.7.3.1 North Vista Master Plan, Planned Unit development, First Amendment). North Vista Highlands, Filings 1, 5, and 9 will dedicate a total of 4.14 acres of District Park in Planning Area 1, North Vista Highlands, Filing No. 3 will dedicate .25 acres of District Park in Planning Area 7. The North Vista PUD does not state when the District Parks must be subdivided and developed, which carries inherent uncertainty.

The proposed subdivision, North Vista Highlands, Filing No. 9, will dedicate .83 acres of private neighborhood park, in Parcel H. North Vista Highlands, Filing No. 5 dedicated 3.5 acres for neighborhood park (Parcel E), which is located directly south of Parcel H in Filing No. 9. Filing No. 5 also dedicated 3.86 areas of park, in the form of landscaped open space and trails, totaling 7.36 acres of park. Parcel E and the open space and trails from Filing No. 5, meets the park requirement for both Filings 5 and 9 (286 dwelling units requires 4.29 acres of park); therefore the .83 acres of park dedicated in Filing 9 is surplus neighborhood park area. The sharing of park area between subdivisions is allowed within the PUD as long as the park is within a quarter mile of the subdivision and is large enough to accommodate the residential population based on the required .015 acres of park per dwelling unit.

APPLICABLE REGULATIONS:

Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:

The proposed Subdivision conforms with the applicable Municipal Codes.

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

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, June 6, 2024.

Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Address Wastewater Department comments on attached redlined SAP plat.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The subject property is unimproved.

❑ **Neighborhood Compatibility:**

North	North Vista Highlands PUD: Home of Heros Parkway and unsubdivided, undeveloped land, within the North Vista Highlands PUD
East	North Vista Highlands PUD: North Vista, Highlands, Filing No. 3, unimproved and un-recorded subdivision dedicated for residential, mixed-use residential and parks.
South	North Vista Highlands PUD: unimproved, North Vista Highlands, Filing No. 5 Subdivision
West	North Vista Highlands PUD: unimproved, North Vista Highlands, Filing No. 2.

❑ **Comprehensive Plan Compliance:**

The project site is designated by the Pueblo Regional Comprehensive Plan as “Suburban Neighborhood.” Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development should accommodate a similar mix of lot sizes and housing types. Additionally, pedestrian and bicycle connectivity should be provided within and between neighborhoods.

The proposed North Vista Highlands, Filing No. 9, creates 136 lots for townhome development, provisions for trails linking residences to the neighborhood park and the surrounding neighborhoods. The proposed subdivision is consistent with the PUD Development Guide and the Pueblo Regional Comprehensive Plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

❑ **Minimum lot size and width:**

- The proposed Special Area Plan allows for exceptions to lot width and depth so long as the overall density is not greater than if each individual parcel were built upon with a lot size conforming to the requirements of the zone district. North Vista Highlands, Filing No. 9, a Special Area Plan, proposes

lot widths of 39-feet and 26-feet wide with a depth of 73-feet for the attached townhome development. The North Vista PUD allows for a minimum lot width of 30-feet, averaged within the block, and does not specify a minimum lot area. The maximum gross density for Planning Area 3 is 20 dwelling units per acre. The proposed townhome and possibly multi-family development on Lots 1 and 2, Block 5 propose a maximum density of 11.88 units per acre. The proposed North Vista Highlands, Filing No. 9, A Special Area Plan, does not exceed the maximum residential density prescribed by the PUD.

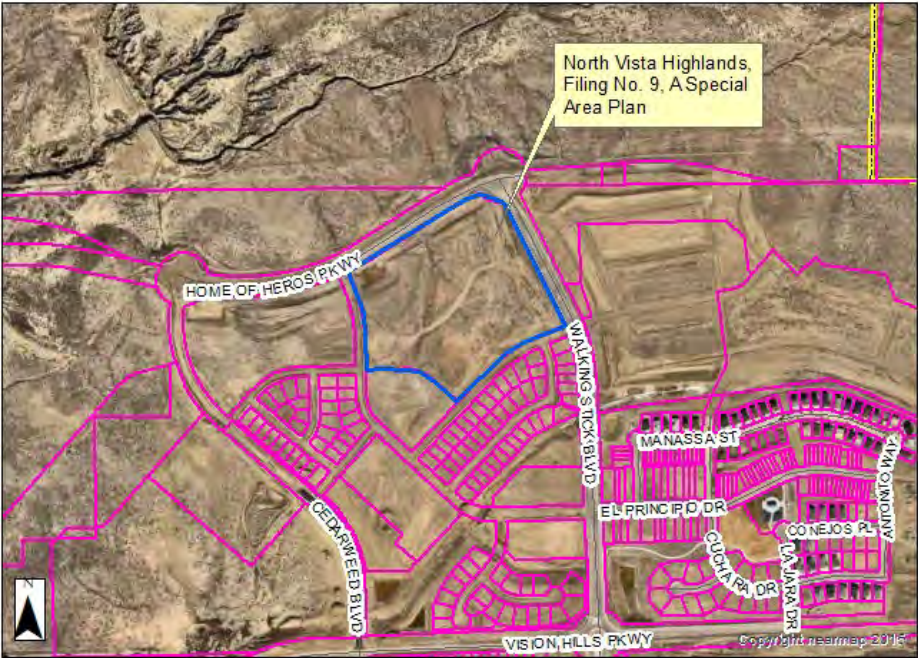
REFERRAL AGENCIES AND COMMENTS:

- City Public Works-Comments addressed
- City Transportation-Please see attached memo, dated July 2, 2024, from Melanie Turner, Traffic Engineer, and annotated plat.
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- Pueblo Board of Water Works-No comment
- City Wastewater-See attached redline comments
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- City GIS-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

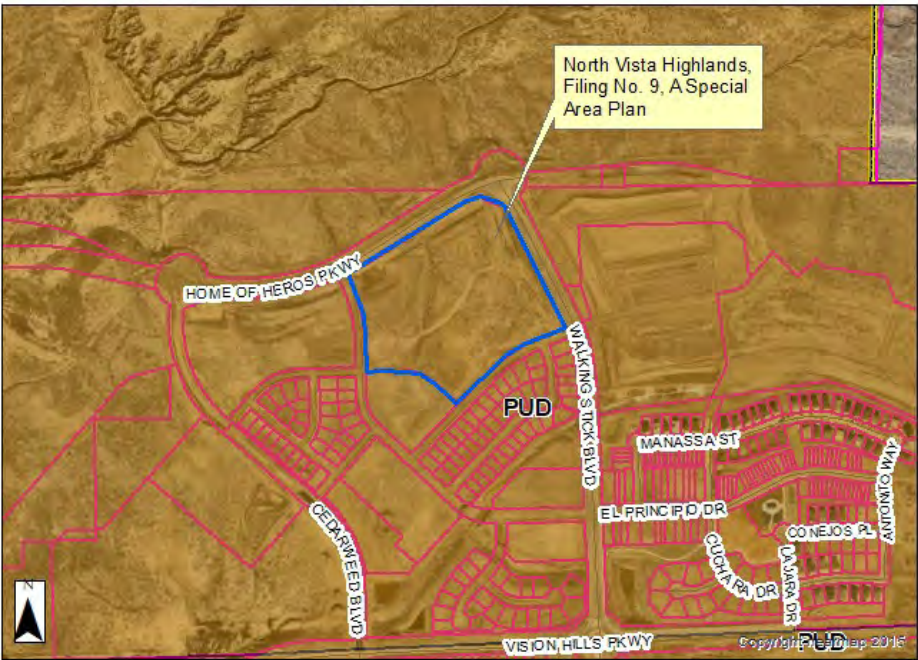
ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. SRC Memo July 2, 2024
- F. Subdivision Application
- G. Subdivision Plat
- H. Wastewater Redline Plats
- I. Melanie Turner, Memo, July 2, 2024
- J. Melanie Turner, Annotated Plat

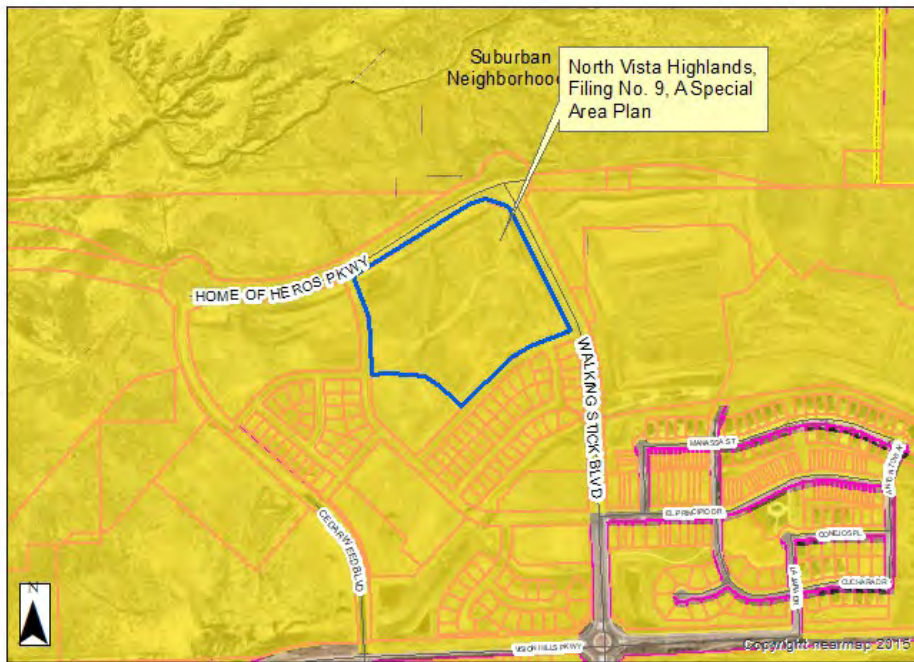
I.
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



North Vista Highlands, Filing No. 9, looking west from Walking Stick Blvd.



North Vista Highlands, Filing No. 9, looking southwest from Home of Heros Pkwy.

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: July 2, 2024

Subject: V-23-11 North Vista Highlands, Filing No. 2, vacation of a portion of a drainage easement.

S-23-11 North Vista Highlands, Filing No. 9, A Special Area Plan

SAP-23-04 North Vista Highlands, Filing No. 9, A Special Area Plan

V-23-11

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested drainage easement be vacated with the following condition:

- Amend the Vacation Plat title to include the subdivision name, “North Vista Highlands, Filing No. 2.” The title must be amended prior to City Council review.

S-23-11

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the North Vista Highlands, Filing No. 9, A Special Area Plan Subdivision be APPROVED with the following noted:

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Address Wastewater Department comments on attached redlined SAP plat.

SAP-23-04

If the Planning and Zoning Commission is inclined to forward a recommendation to City Council that the requested Special Area Plan be approved, staff recommends the following conditions, The conditions must be addressed prior to City Council review and approval:

1. The SAP plat must include a note that defers all architectural, site planning, landscaping, covenants, restrictions, conveyances, and special agreements, which will govern the development, use, maintenance, open space, recreational facilities and continued protection of the Site Plan area, to a separate PUD Site Plan review process, per Section 17-8-7 of the Pueblo Municipal Code.
2. Provide a plat note on the SAP plan, which states the development is intended to be developed in four phases.

Planning & Zoning Application

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

Contact Info	Property Owner		Applicant			
	Name: Ruth Fezatte		Name:			
	Company NVH 2B, LLC.		Company:			
	Address: 5155 Lone Star Pl.	Zip: 80922	Address:	Zip:		
	Phone: (719) 358-0722		Phone: ()			
	Email: ruthfezatte123@gmail.com		Email:			
	Engineer		Surveyor			
	Name: Michael L. Cuppy		Name: Same as Engineer			
	Company: NorthStar Engineering & Surveying, Inc.		Company:			
	Address: 111 E. 5th St.	Zip: 81003	Address:	Zip:		
Property Info	Phone: (719) 544-6823		Phone: ()			
	Email: mcuppy@northstar-co.com		Email:			
	<i>The applicant will be the primary contact unless otherwise noted.</i>					
	Project Location: Southwest corner of Walking Stick Blvd. and Home of Heroes Pkwy. (address or general description)					
	Parcel No(s): 408205001					
Project Scope	Existing Zone: PUD		Proposed Zone (if applicable):			
	PUD Name (if applicable): North Vista Master Plan					
	Project Name: North Vista Highlands, Filing No. 9					
Project Scope	☐ Rearrangement of Property Boundaries: # of existing lots: _____ Total acres: _____					
	☐ Overall Development Plan					
	☐ Site Plan Review: Building area: _____ sf ○ HARP ○ Development Plan ○ PUD ○ Student Housing					
	☐ Special Area Plan					
	☐ Street Name Change: Existing Name: _____ Proposed Name: _____					
	☒ Subdivision: # of lots: 137 Total acres: 19.5 ac					
	☐ Text Amendment					
	☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____					
	☐ Other: _____					

(Continue Next Page)

(Continued from previous page)

Project Information	Provide a brief description of the proposed request: Resubdivision of Lot 1, Block 2 of North Vista Highlands, Filing 2 into 5 lots, private drives, and associated easements for the purpose of a new townhome residential and apartment multi-family project.		
	What is the total acreage included in the project? 19.5 ac		
	What is the proposed use of the property? ☐ Commercial ☒ Multi-family ☐ Residential ☐ Industrial ☐ Other		
	Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☒ No		
	If yes, please list:		
Attachments	Attachment Checklist The following list of attachments are required to accompany all applications: ☒ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. ☒ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us) ☒ C. Additional information as required by the P&Z Submittal Requirements Sheet .		
	By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms: 1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections. 2. There are no known hazards or vicious animals present on the subject property. 3. All information contained in this application, is true and accurate to the best of my knowledge. 4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application. 5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.		
Signatures	Property Owner		
	Print Name:	Ruth Lin Fezatte	
	Signature:		Date: 11/29/2023
	Applicant, if different from Property Owner		
	Print Name:		
	Signature:		Date:

Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

NORTH VISTA HIGHLANDS, FILING NO. 9 A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

— DEDICATION —

KNOW ALL MEN BY THESE PRESENTS: That NVH 2B, LLC, a Colorado Limited Liability Company being the sole owner of the following property:

A parcel of land located in the Northwest one-quarter of Section 8, Township 20 South, Range 64 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

All of Lot 1, Block 2, according to the recorded plat of North Vista Highlands, Filing No. 2 as filed for record on August 20, 2021 at Reception No. 2240303 in the office of the Pueblo County Clerk and Recorder.

Containing 19.52 acres, more or less.

Have caused the foregoing described property to be surveyed, platted and subdivided into lots, blocks, parcels, the same to be numbered, platted, subdivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as NORTH VISTA HIGHLANDS, FILING NO. 9.

Parcel A is hereby reserved for pedestrian, drainage, parking, and landscape purposes to be owned and maintained by Legacy Townhomes Association, Inc. and the owners of Lots 1 & 2, Block 5, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Parcels B, C, F, G, and I are hereby reserved for pedestrian and landscape purposes to be owned and maintained by Legacy Townhomes Association, Inc. subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Parcel H is hereby reserved for pedestrian, landscape, and private park purposes to be owned and maintained by Legacy Townhomes Association, Inc. subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Parcels D and E are hereby reserved for pedestrian and drainage purposes to be owned and maintained by Legacy Townhomes Association, Inc., subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Parcel J is hereby reserved for ingress/egress, drainage, private utility, public sanitary sewer, pedestrian, parking, and landscaping purposes to be owned and maintained by Legacy Townhomes Association, Inc. and the owners of Lots 1 & 2, Block 5, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

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

Drainage facilities located within drainage easements shown hereon shall be installed, repaired, and maintained in good working order and condition by Legacy Townhomes Association, Inc. and the owners of Lots 1 & 2, Block 5. The City of Pueblo is granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated May 13, 2024 and filed contemporaneously with the annexed plat.

The owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon, shall be responsible for maintenance of the Stormwater Facilities pursuant to the Operations and Maintenance (O&M) Manual and all permanent Best Management Practices (BMPs). Requirements include, but are not limited to, installing the specified BMPs contained in the Drainage Report and Plan for North Vista Highlands, Filing No. 2 and maintaining the Facilities as shown in the O&M Manual as approved by the City. If the Facilities are not properly maintained, the City may provide necessary maintenance and assess the cost to the Owner of the property in accordance with the Stormwater Facility Maintenance Agreement approved by the City and recorded at the Pueblo County Clerk and Recorder's Office.

There shall be no direct vehicular access from and between any lot to Walking Stick Boulevard or Home of Heroes Parkway

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, and recorded in the Office of the Clerk and Recorder of Pueblo County, Colorado.
Recorder of Pueblo County, Colorado.

IN WITNESS WHEREOF, Ruth Fezotte, the Manager of NVH 2B, LLC, a Colorado Limited Liability Company, sets her hand and seal this _____, day of _____, _____ A.D.:

NVH 2B, LLC
a Colorado Limited Liability Company

Ruth Fezotte, Manager
NVH 2B, LLC
a Colorado Limited Liability Company

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County of _____, State of _____, do hereby certify that Ruth Fezotte, the Manager of NVH 2B, LLC, a Colorado Limited Liability Company, who is personally known to me to be the identical person who signed the foregoing dedication, appeared before me this day in person and acknowledged the execution thereof to be her free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of _____, _____ A.D.:

My Commission Expires:

Address:

Notary Public

Date

The Owner executing this plat confirms that the property subject to this plat is also subject to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands recorded in the real property records of Pueblo County on July 13, 2021, at Reception No. 2234574, as amended and supplemented of record. The Owner affirms and ratifies the terms, covenants, conditions and restrictions of that Declaration, as amended and supplemented of record.

Consent to this Plat by Successor Founder

The undersigned, as Successor Founder (also sometimes known and referred to as the Founder) under the Declaration recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record, has the right to approve this plat, which right is exercised by the Successor Founder by signature below.

Jevin Investments, Inc., a Colorado Corporation. David Resnick, President

By: _____
David Resnick, President

STATE OF _____)
)SS
COUNTY OF _____)

Subscribed and sworn to before me by _____, as President of Jevin Investments, Inc., a Colorado Corporation on this _____, day of _____, 20____ A.D.:

WITNESS my hand and notarial seal this _____, day of _____, 20____ A.D.:

My Commission Expires:

Address:

Notary Public

Date

NORTH VISTA Planned PUD Units Planning Area 3:		675 Units Total	CURRENT NORTH VISTA PUD Park Dedication in Planning Area 3:			
North Vista Highlands, Filing No. 5		(157) Units	North Vista Highlands, Filing No. 5:			
North Vista Highlands, Filing No. 9		(232) Units	Neighborhood/Pocket Park Dedication			
Planning Area 3 balance:		286 Units Remaining	Parcels A, B, and C (drainage parcel with landscape and trail):			
			9.65 acres x 40% =			
			3.86 acres			
			Parcel E (park parcel):			
			North Vista Highlands, Filing No. 9:			
			Parcel H (private park parcel):			
			0.83 acres			
			TOTAL PARK DEDICATION:			
			8.19 acres			

Filing No.	Planning Area	Dwelling Units (D.U.)	District Park Req. 0.0075 ac per D.U.	Neighborhood Park Req. 0.015 ac per D.U.	District Park Ded.	Neighborhood Park Ded.	Open Space & Trails Ded.
1	PA-4	162	1.22 ac	2.44 ac	1.22 ac (PA-1)	4.46 ac	—
3	PA-4	33	0.25 ac	0.50 ac	0.25 ac (PA-7)	—	—
5	PA-3	157	1.18 ac	2.36 ac	1.18 ac (PA-1)	3.50 ac	3.86 ac
9	PA-3	232	1.74 ac	3.48 ac	1.74 ac (PA-1)	0.83 ac	—

— SURVEYOR'S CERTIFICATION —

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38-51-106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date:

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485
For and on Behalf of
NorthStar Engineering and Surveying, Inc.

— IMPROVEMENT CERTIFICATION —

This is to certify that the Subdivider has complied with Alternate No. 4 of Section 12-4-7(J) (1) and with Section 12-4-5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

Director of Public Works

Date

— PLANNING COMMISSION CERTIFICATION —

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson Planning Commission

Date

— NOTICE —

NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where applicable, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights-of-way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

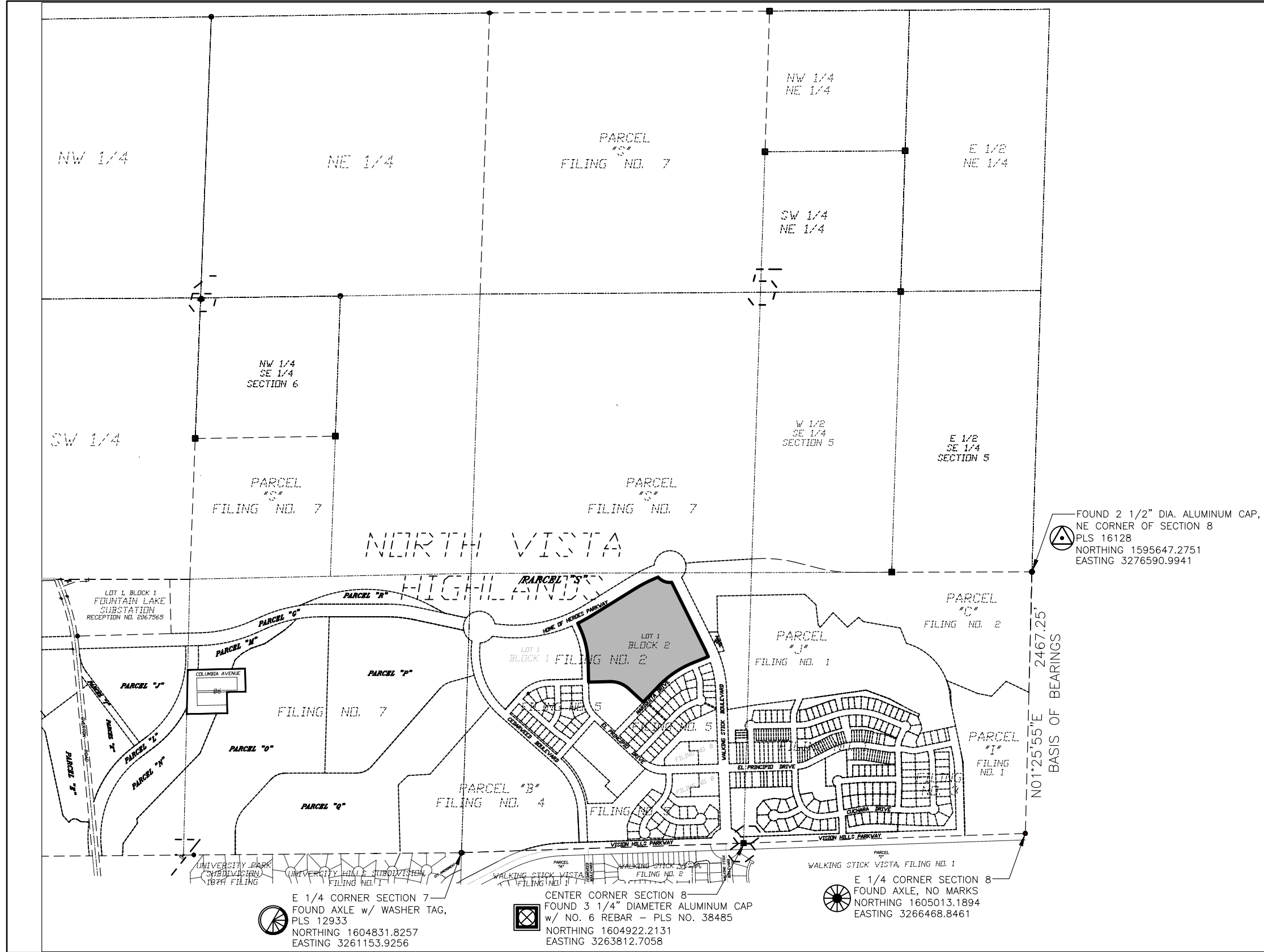
— APPROVAL FOR RECORDING —

Approved by City Council of Pueblo, Colorado, by Ordinance No. _____.

This is to certify that the plat of NORTH VISTA HIGHLANDS, FILING NO. 9 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

City Clerk

Date

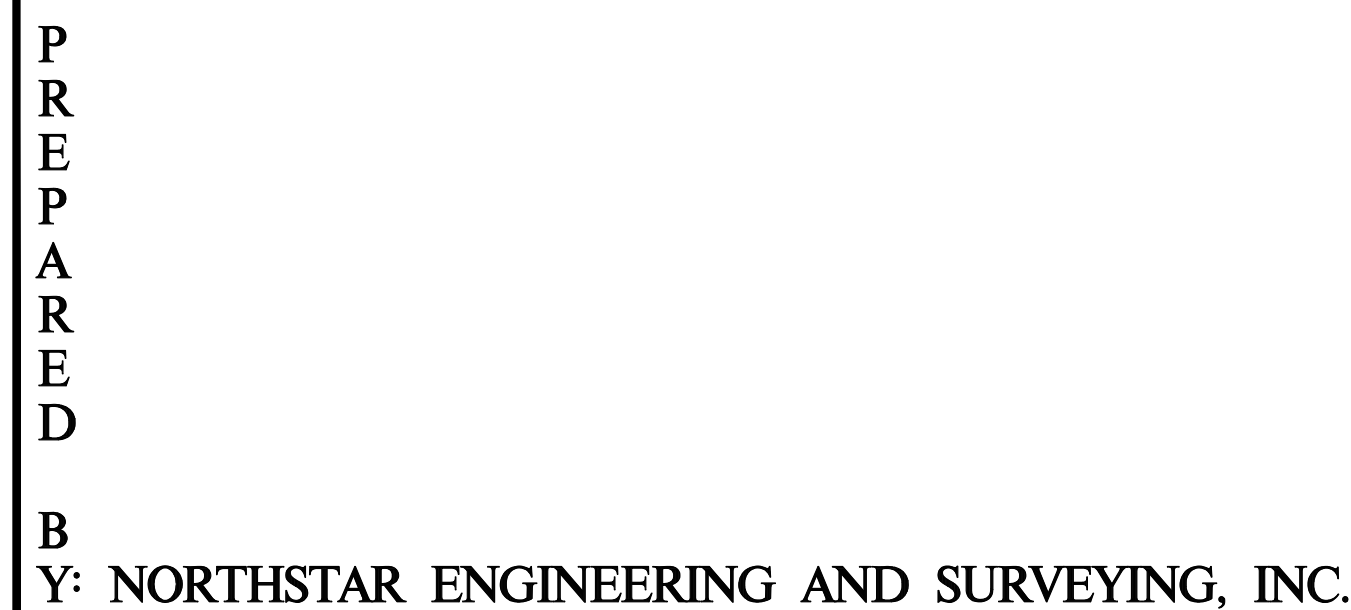


MONUMENTATION MAP
NOT TO SCALE

PREPARED BY

NORTHSTAR ENGINEERING AND SURVEYING, INC.

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



BASIS OF BEARINGS
EAST LINE OF THE NE 1/4 OF SECTION 8,
TOWNSHIP 20 SOUTH, RANGE 64 WEST
OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

NORTH VISTA HIGHLANDS, FILING NO. 9 A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "S"
NORTH VISTA HIGHLANDS
FILING NO. 7

HOME OF HEROES PARKWAY

PARCEL "A"
97,838 SF
PEDESTRIAN EASEMENT,
LANDSCAPING EASEMENT,
PARKING EASEMENT, &
DRAINAGE EASEMENT

PARCEL "A"
PEDESTRIAN EASEMENT,
LANDSCAPING EASEMENT,
PARKING EASEMENT, &
DRAINAGE EASEMENT

PARCEL "B"
18,165 SF
PEDESTRIAN EASEMENT &
LANDSCAPING EASEMENT

PARCEL "C"
178,674 SF
INGRESS/EGRESS EASEMENT, DRAINAGE
PRIVATE/UTILITY EASEMENT, PEDESTRIAN
PARKING EASEMENT, LANDSCAPING EASEMENT,
SEWER EASEMENT, AND PUBLIC UTILITY

PARCEL "H"
36,388 SF
PEDESTRIAN EASEMENT &
LANDSCAPING EASEMENT
PRIVATE PARK

PARCEL "E"

SCALE: 1" = 40'

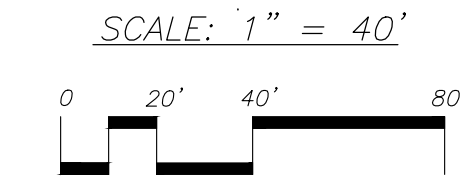
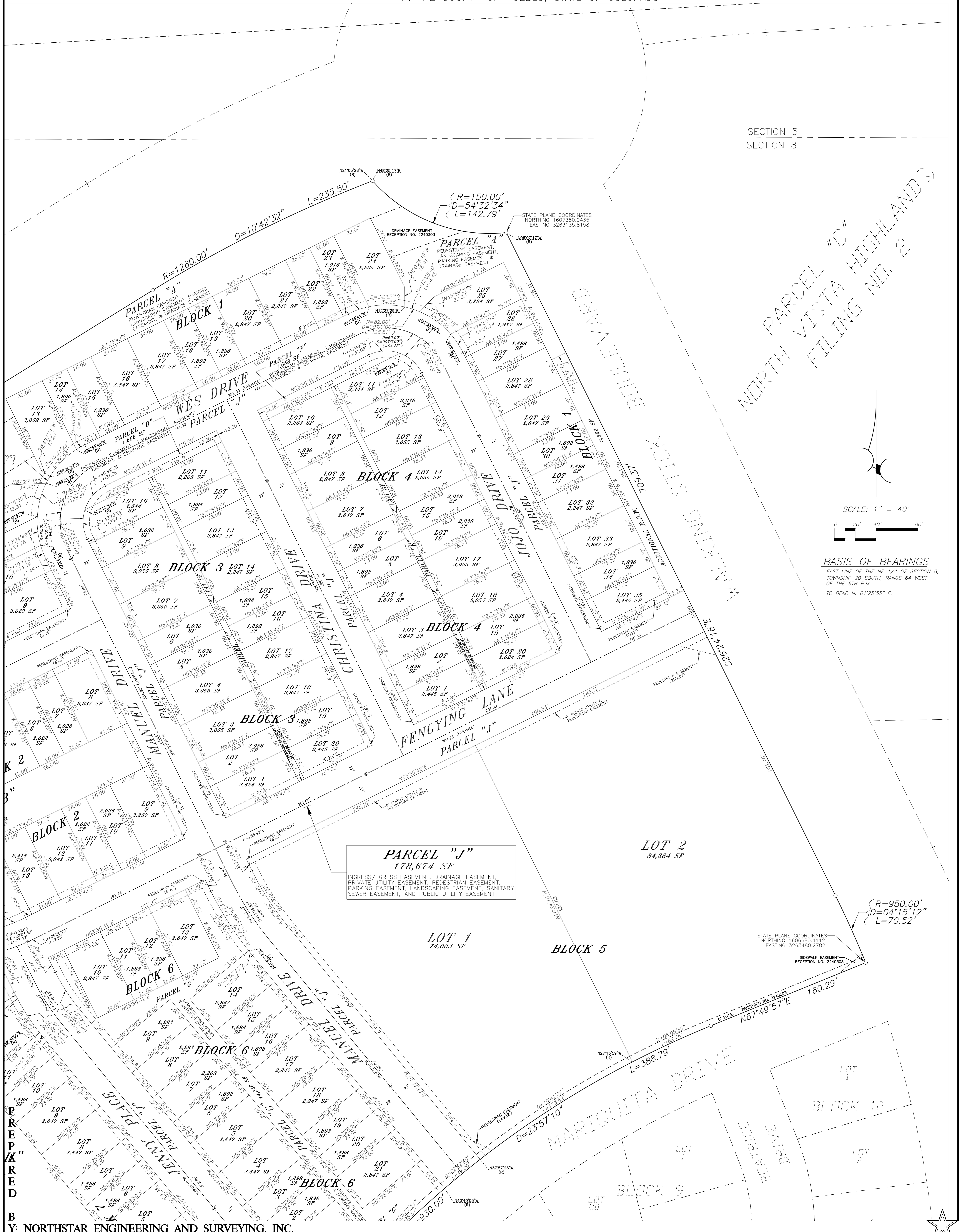
BASIS OF BEARINGS
EAST LINE OF THE NE 1/4 OF SECTION 8,
TOWNSHIP 20 SOUTH, RANGE 64 WEST
OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 9 A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SECTION 5
SECTION 8



BASIS OF BEARINGS
EAST LINE OF THE NE 1/4 OF SECTION 8,
TOWNSHIP 20 SOUTH, RANGE 64 WEST
OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

PARCEL "J"
178,674 SF
INGRESS/EGRESS EASEMENT, DRAINAGE EASEMENT,
PRIVATE UTILITY EASEMENT, PEDESTRIAN EASEMENT,
PARKING EASEMENT, LANDSCAPING EASEMENT, SANITARY
SEWER EASEMENT, AND PUBLIC UTILITY EASEMENT

LOT 2
84,384 SF

LOT 1
74,083 SF

BLOCK 5

$R=950.00'$
 $D=04^{\circ}15'12''$
 $L=70.52'$

STATE PLANE COORDINATES
NORTHING 1606680.4112
EASTING 3263480.2702

BLOCK 10

BLOCK 9

SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



LEGEND

- | | | |
|--|--------------------------------------|---------------------------------------|
| ○ SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485 | ⚡ GUY WIRE | -----E----- UNDERGROUND ELECTRIC LINE |
| ▲ FOUND MONUMENT BOX | ⚡ POWER POLE | -----FOL----- FIBER OPTIC LINE |
| △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS | □ TELEPHONE PEDESTAL | -----OHE----- OVERHEAD POWER LINE |
| P.O.B. POINT OF BEGINNING | WV WATER VALVE | -----G----- GAS MAIN |
| P.U.E. PUBLIC UTILITY EASEMENT | WV GAS VALVE | -----S-8" PVC SANITARY SEWER MAIN |
| D.E. DRAINAGE EASEMENT | ⊙ SANITARY SEWER MANHOLE | -----ST 24" RCP STORM SEWER MAIN |
| S.S.E. SANITARY SEWER EASEMENT | ⊙ STORM SEWER MANHOLE | -----T----- TELEPHONE LINE |
| W.E. WATER EASEMENT | ⊙ WATER MANHOLE | -----W 24" PVC WATER MAIN |
| SF SQUARE FEET | ○ LIGHT POLE | |
| (R) RADIAL | ---4860--- EXISTING CONTOUR (5 FOOT) | |
| (P) PLAT | ---4863--- EXISTING CONTOUR (1 FOOT) | |
| (M) MEASURED | | |
| R.O.W. RIGHT OF WAY | | |
| PUD CURRENT ZONING | | |

BENCHMARK

TRIANGLE LOCATED ON SOUTHWEST CORNER OF CATCH BASIN
LOCATED IN THE NORTHWEST CORNER OF THE INTERSECTION
OF MUIRFIELD DRIVE AND ST. ANDREWS DRIVE.
NAVD 88 ELEVATION = 4874.80

NOTES:

- FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.
- LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON 10-26-2023.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

SUBDIVIDERS:

NVH 2B, LLC
A COLORADO LIMITED LIABILITY COMPANY

ENGINEERS AND SURVEYORS:

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO
APRIL 15, 2024



VICINITY MAP
NOT TO SCALE

A SPECIAL AREA PLAN OF:
NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



LEGEND

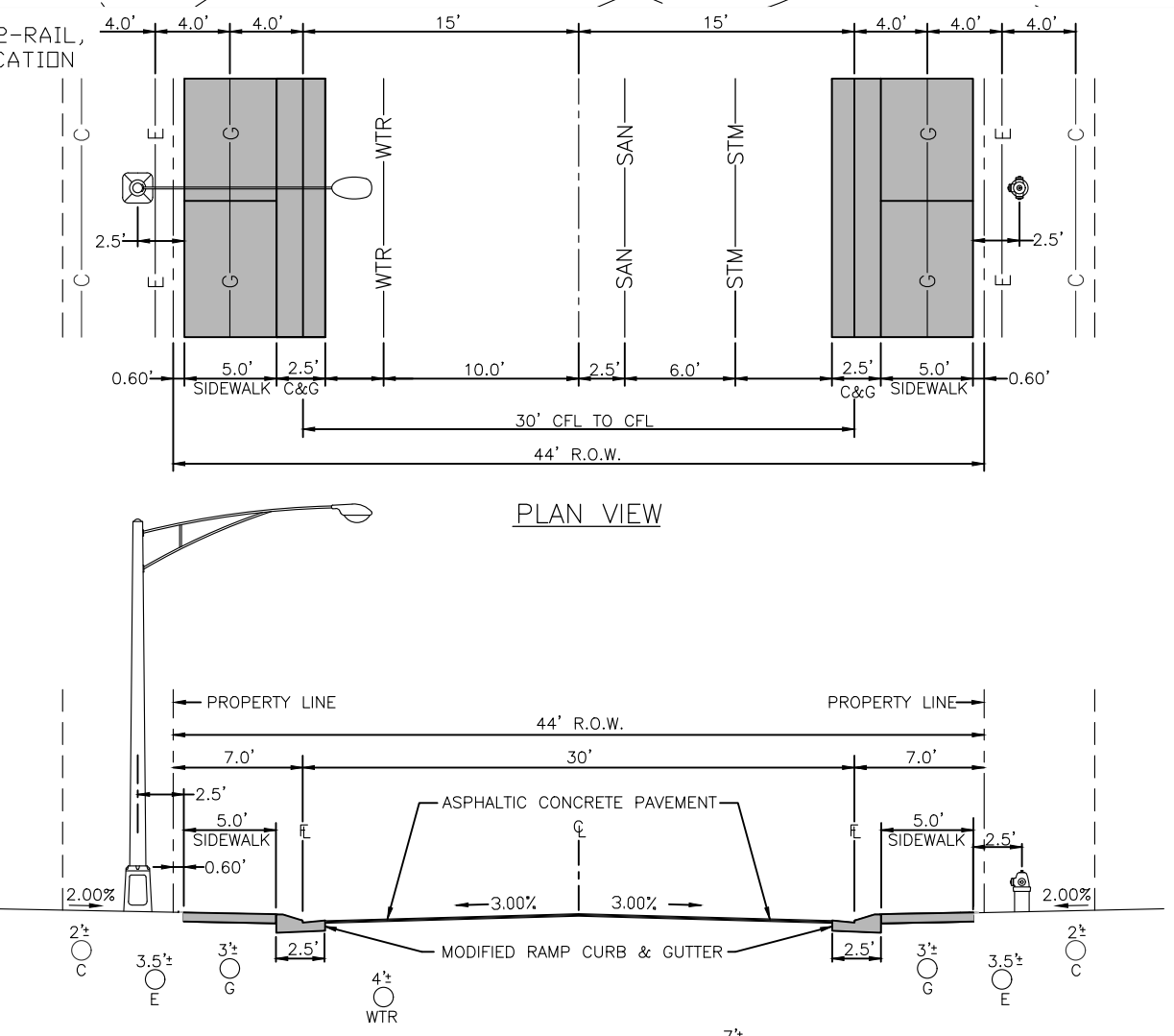
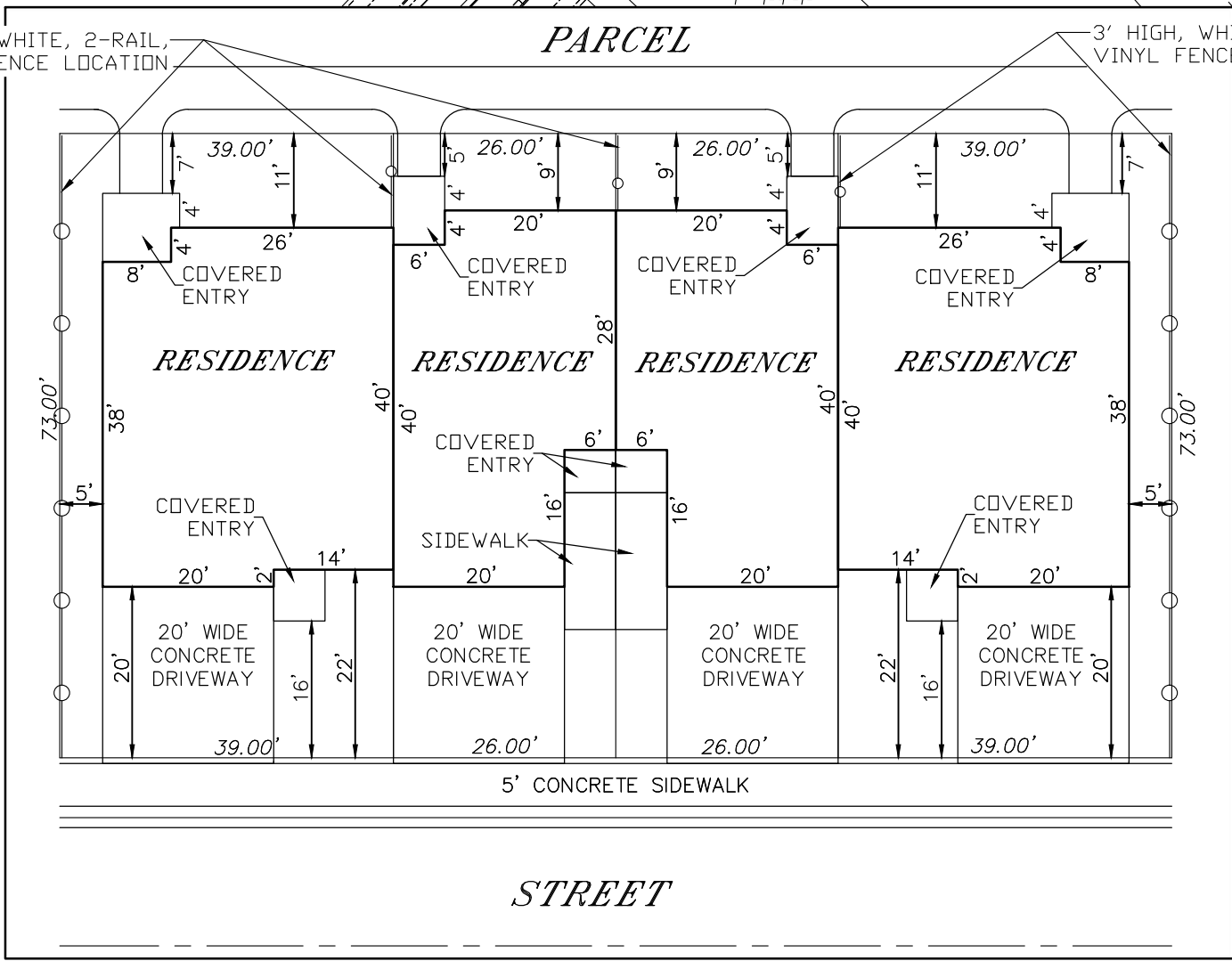
- SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- WV WATER VALVE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- WATER MANHOLE
- STREET LIGHT (EXISTING/OR AS DESIGNED)
- STREET LIGHT (PROPOSED)
- E----- UNDERGROUND ELECTRIC LINE
- FOL----- FIBER OPTIC LINE
- OHE----- OVERHEAD POWER LINE
- G----- GAS MAIN
- S-----8" PVC SANITARY SEWER MAIN
- ST-----24" RSP STORM SEWER MAIN
- T----- TELEPHONE LINE
- W-----8" PVC WATER MAIN
- PROPOSED CONCRETE SIDEWALK/DRIVEWAY
- PROPOSED BUILDING

SCALE: 1" = 60'

MINIMUM BUILDING SETBACKS

FRONT.....	15 FEET
SIDE.....	5 FEET
REAR.....	5 FEET
CORNER.....	7.5 FEET

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.



PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

**30' ROADWAY
44' RIGHT-OF-WAY**
MODIFIED RAMP CURB & GUTTER
5' ATTACHED SIDEWALK

A SPECIAL AREA PLAN OF:
NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



LEGEND

- SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
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- T----- TELEPHONE LINE
- W-----8" PVC----- WATER MAIN
- PROPOSED CONCRETE SIDEWALK/DRIVEWAY
- PROPOSED BUILDING

SCALE: 1" = 60'

0 30' 60' 120'

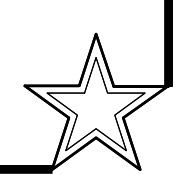
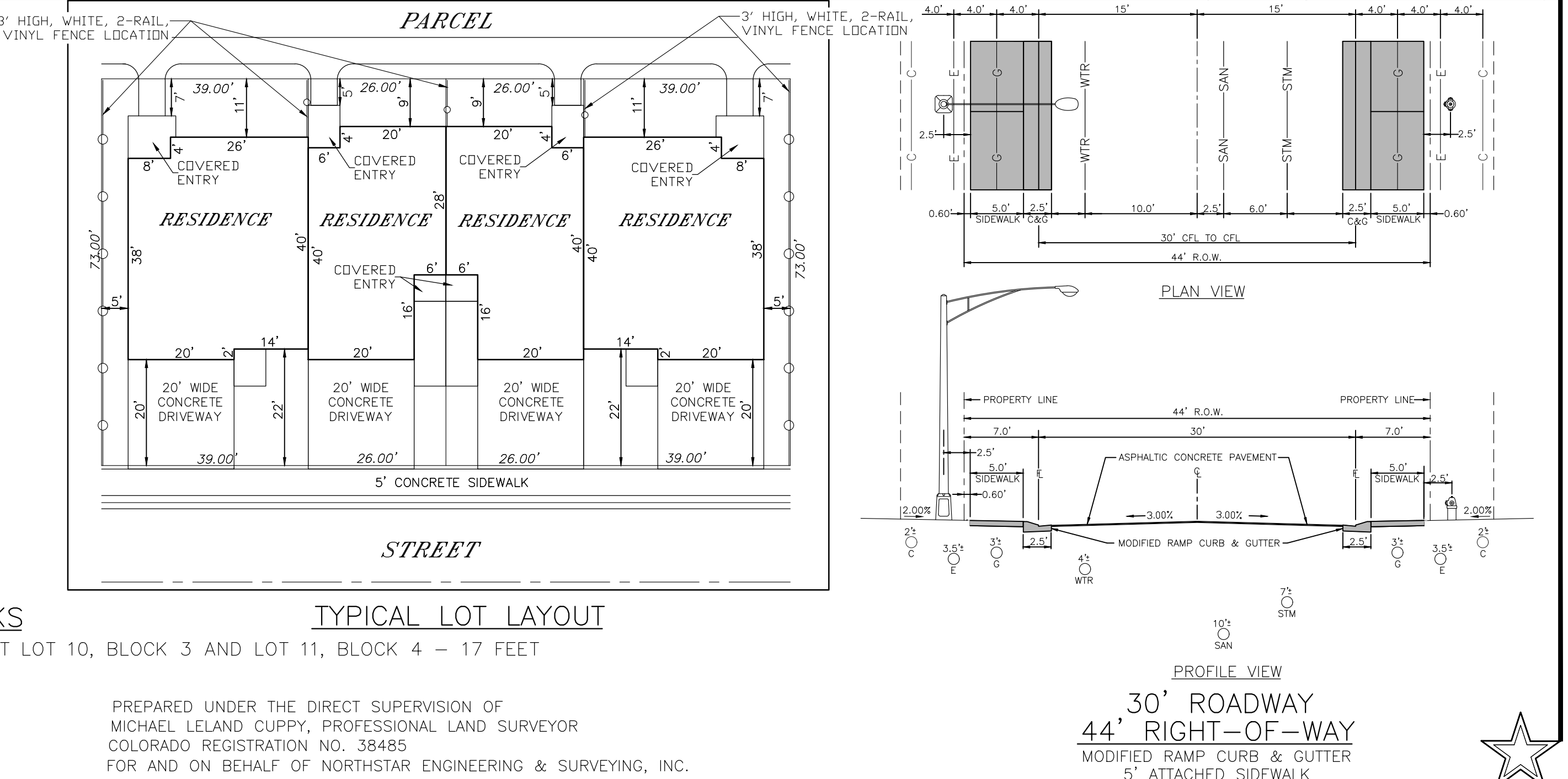
MINIMUM BUILDING SETBACKS

FRONT.....20 FEET, EXCEPT LOT 10, BLOCK 3 AND LOT 11, BLOCK 4 - 17 FEET
SIDE.....5 FEET
REAR.....5 FEET
CORNER.....7.5 FEET

TYPICAL LOT LAYOUT

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

Y: NORTHSTAR ENGINEERING AND SURVEYING, INC.



Andrew Hayes, P.E.
Director of Public Works

Melanie Turner, P.E.
Traffic Engineer



350 Alan Hamel Ave
Pueblo, CO 81003

Phone (719) 553-2272

Department of Public Works
Transportation Department

TO: Beritt Odom
FROM: Melanie Turner, Traffic Engineer
DATE: 7/2/2024
SUBJECT: 4th Review North Vista Highlands Subdivision, Filing 2
P&Z Conditions (clarified), 6th submittal

This memo is intended to serve as the Transportation Department's review of the referenced project submittal and conditions of P&Z approval. Please forward to the applicant's representative.

This condition will need to be met when the City obtains right of way to make an access change:

1. Contingent on City obtaining necessary right-of-way to facilitate a change in access to the subdivision, Castor drive will be extended as a public right-of-way to connect to Sabrina Dr (NVH Fil 5). The proposed access to Fengyeng from El Principio will be eliminated and replaced by the new access from the extension of Castor. If the required property is secured by the City, the property owner will be required to dedicate 30' of right-of-way (and any additional space required for a knuckle or other turning facility that may be required on the north half of the Castor Drive ROW extension). No change to the plat is expected at this time, but future changes may be required (e.g., dedication of ROW, vacation, etc.) to facilitate the proposed change.

Conditions that will need to be met during the Part II stage of the subdivision plans (construction drawings) and constructed.

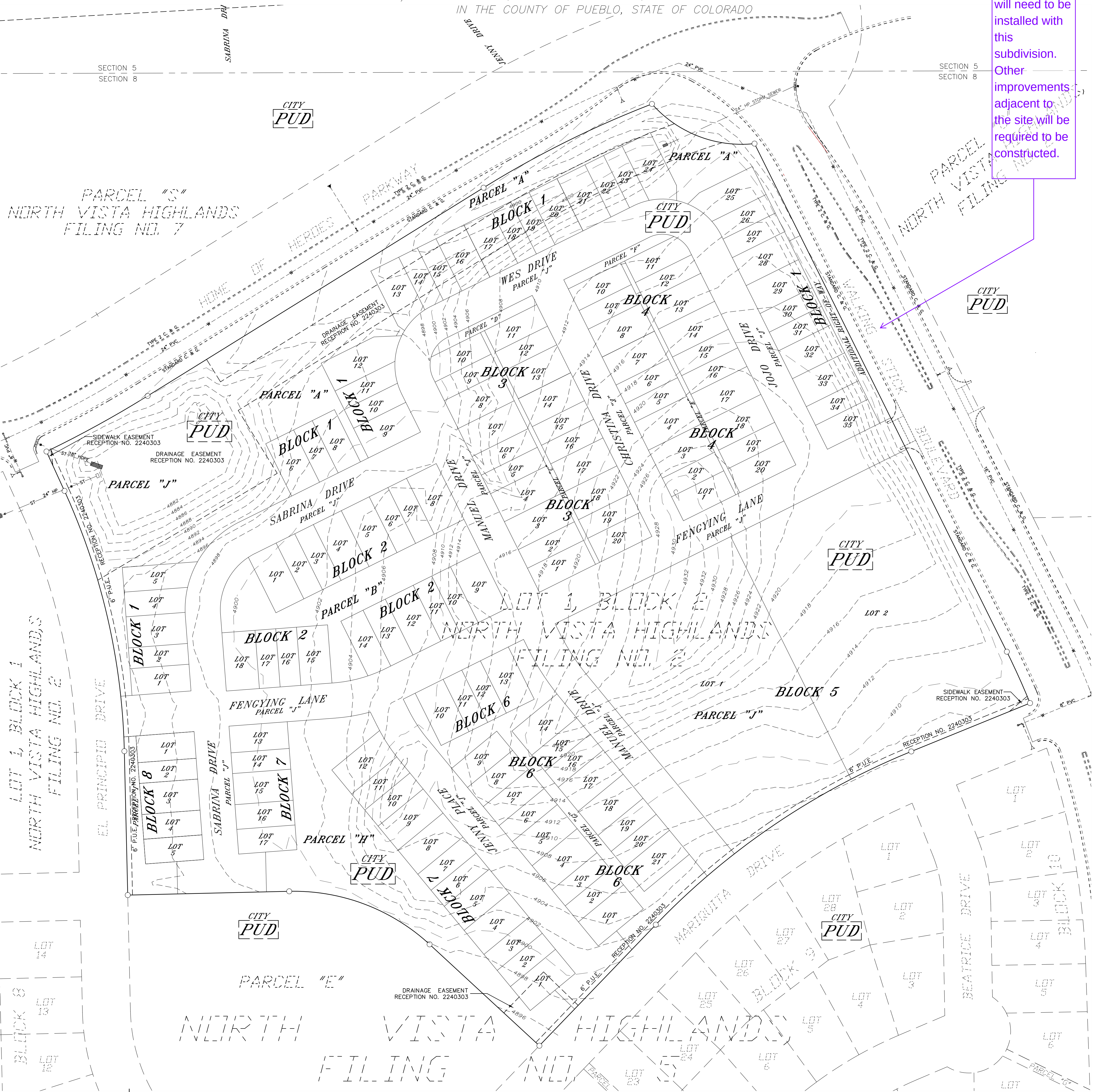
2. Parking will not be allowed on the south side of Wes Drive.
3. Any on-street parking that the city prohibits or allows shall be signed and marked.
4. Existing street lights need to be shown. If there are any lacking, they will need to be installed with this subdivision.
5. Other improvements adjacent to the site will be required to be shown on the construction drawings and constructed.

See similar redlined comments on plat drawings.

SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

Existing street
lights need to
be shown. If
there are any
lacking, they
will need to be
installed with
this
subdivision.
Other
improvements
adjacent to
the site will be
required to be
constructed.



BENCHMARK
TRIANGLE LOCATED ON SOUTHWEST CORNER OF CATCH BASIN
LOCATED IN THE NORTHWEST CORNER OF THE INTERSECTION
OF MUIRFIELD DRIVE AND ST. ANDREWS DRIVE.
NAVD 88 ELEVATION = 4874.80

NOTES:
1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.
2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE
UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND
EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD
LOCATION COMPLETED ON 10-26-2023.

Y: NORTHSTAR ENGINEERING AND SURVEYING, INC.

LEGEND			
○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485	⚡	GUY WIRE
▲	FOUND MONUMENT BOX	⚡	POWER POLE
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS	☎	TELEPHONE PEDESTAL
P.O.B.	POINT OF BEGINNING	WV	WATER VALVE
P.U.E.	PUBLIC UTILITY EASEMENT	GV	GAS VALVE
D.E.	DRAINAGE EASEMENT	○S	SANITARY SEWER MANHOLE
S.S.E.	SANITARY SEWER EASEMENT	○ST	STORM SEWER MANHOLE
W.E.	WATER EASEMENT	○W	WATER MANHOLE
SF	SQUARE FEET	○*	LIGHT POLE
(R)	RADIAL	---	EXISTING CONTOUR (5 FOOT)
(P)	PLAT	---	EXISTING CONTOUR (1 FOOT)
(M)	MEASURED		
R.O.W.	RIGHT OF WAY		
PUD	CURRENT ZONING		
		-----E-----	UNDERGROUND ELECTRIC LINE
		-----FOL-----	FIBER OPTIC LINE
		-----OHE-----	OVERHEAD POWER LINE
		-----G-----	GAS MAIN
		-----S-8" PVC	SANITARY SEWER MAIN
		-----ST 24" RCP	STORM SEWER MAIN
		-----T-----	TELEPHONE LINE
		-----W 24" PVC	WATER MAIN



SUBDIVIDERS:
NVH 2B, LLC
A COLORADO LIMITED LIABILITY COMPANY

ENGINEERS AND SURVEYORS:
NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO
APRIL 15, 2024

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

*A SPECIAL AREA PLAN OF:
VISTA HIGHLANDS, FILING
A SPECIAL AREA PLAN*

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
D IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

Contingent on City obtaining necessary right-of-way to facilitate a change in access to the subdivision, Castor drive will be extended as a public right-of-way to connect to Marquita Dr (NVH Fil 5). The proposed access to Fengyeng from El Principio will be eliminated and replaced by the new access from the extension of Castor. If the required property is secured by the City, the property owner will be required to dedicate 30' of right-of-way (and any additional space required for a knuckle or other turning facility that may be required on the north half of the Castor Drive ROW extension). No change to the plat is expected at this time, but future changes may be required (e.g., dedication of ROW, vacation, etc.) to facilitate the proposed change.

Condition:
Parking will not be allowed on the south side of Wes Drive.

Condition:
Any on-street parking that the city prohibits or allows shall be signed and marked.

Future
elimination.
Convert to
parking.



LEGEND

- PREPARED**

SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485

FOUND MONUMENT BOX

MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS

P.O.B. POINT OF BEGINNING

P.U.E. PUBLIC UTILITY EASEMENT

D.E. DRAINAGE EASEMENT

S.S.E. SANITARY SEWER EASEMENT

W.E. WATER EASEMENT

SF SQUARE FEET

(R) RADIAL

(P) PLAT

(M) MEASURED

WV WATER VALVE

(S) SANITARY SEWER MANHOLE

(ST) STORM SEWER MANHOLE

(W) WATER MANHOLE

☆(O) STREET LIGHT (EXISTING/OR AS DESIGNED)

☆(●) STREET LIGHT (PROPOSED)

UNDERGROUND ELECTRIC LINE

FOL FIBER OPTIC LINE

OHE OVERHEAD POWER LINE

G GAS MAIN

S 8" PVC SANITARY SEWER MAIN

ST 24" RCP STORM SEWER MAIN

T TELEPHONE LINE

W 8" PVC WATER MAIN

PROPOSED CONCRETE SIDEWALK/DRIVEWAY

PROPOSED BUILDING

SCALE: 1" = 60'

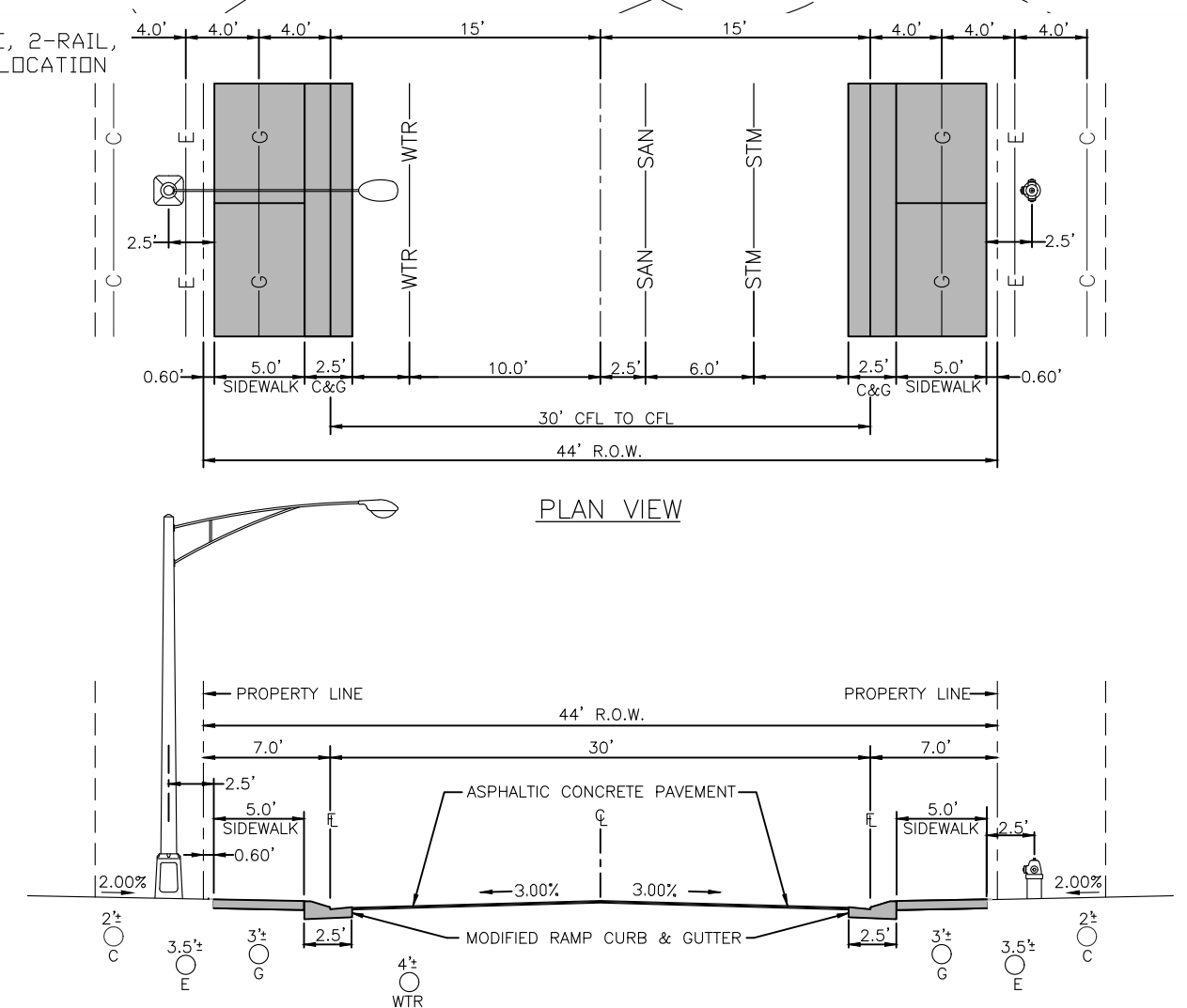
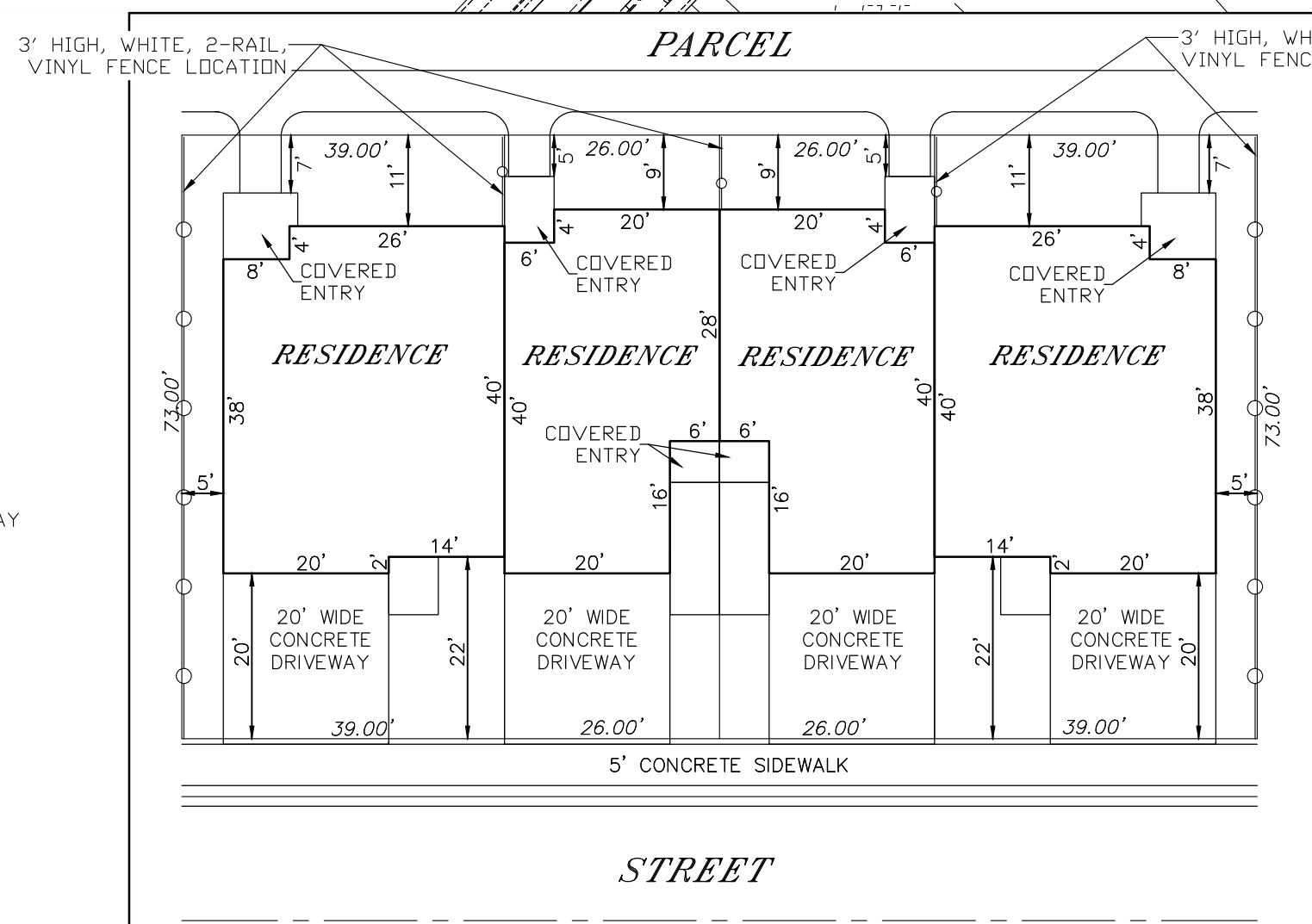
0 30' 60' 120'

MINIMUM BUILDING SETBACK

FRONT.....20 FEET, EXCEPT

SIDE.....5 FEET

REAR.....5 FEET



MINIMUM BUILDING SETBACKS

FRONT.....20 FEET, EXCEPT LOT 10, BLOCK 3 AND LOT 11, BLOCK 4 - 17 FEET
SIDE.....5 FEET
REAR.....5 FEET
CORNER.....7.5 FEET

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
MICHAEL LELAND CUPPY, P.L.S.

TYPICAL LOT LAYOUT

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

PROFILE VIEW

30' ROADWAY
44' RIGHT-OF-WAY
MODIFIED RAMP CURB & GUTTER
5' ATTACHED SIDEWALK

April 24, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Ruth Fezatte for the approval of the following applications generally located south of Home of Heros Parkway and west of Walking Stick Blvd.

V-23-11: Vacation of a portion of a drainage easement in North Vista Highlands Filing No. 2.
S-23-11: North Vista Highlands, Filing No. 9, A Special Area Plan subdivision of 19.52 acres into townhome lots and parcels for recreation and drainage.
SAP-23-04: North Vista Highlands, Filing No. 9, A Special Area Plan, to allow unique development including single-family attached townhomes and private streets.

The Planning and Zoning Commission meeting will be held on 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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>**Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose).** You are welcome to attend this public hearing 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

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

CASE NUMBER: 23-11

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as North Vista Highlands Filing #9 to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

April 24, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
PUEBLO SPROUT DEVELOPMENT, LLC	6813 COMMERCE DR	HUBBARD	OH	44425-2945
PUEBLO SPROUT DEVELOPMENT LLC	PO BOX 248	HUBBARD	OH	44425-0248
PUEBLO HEIGHTS LLC	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
NVH 2B LLC	5155 LONE STAR PL	COLORADO SPRINGS	CO	80922-3600
NORTH VISTA PUEBLO LAND INVESTMENT	3819 BROADVIEW PL 4408 TURNBERRY	CASTLE ROCK	CO	80109-4507
N V H PHASE 2A LLC	CRESCENT	PUEBLO	CO	81001-1162



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 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 APPROVING A SPECIAL AREA PLAN FOR THE NORTH VISTA HIGHLANDS, FILING NO. 9

SUMMARY:

The applicant is requesting approval of a Special Area Plan for 19.52-acres to facilitate the development of 136 townhomes and future multifamily residential lots.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to vacate a portion of a drainage easement (V-23-11) located in Lot 1, Block 2, North Vista, Highlands, Filing No. 2 and is also requesting to subdivide 19.52-acres, (S-23-11) into 136 townhome lots and two multifamily residential lots.

BACKGROUND:

The applicant is requesting to subdivide and establish a Special Area Plan for 19.52-acres to facilitate the development of 136 townhomes and future multifamily residential lots. A Special Area Plan is proposed for this subdivision to allow for the unique development of attached townhomes on individual lots that do not meet the minimum required lot width as prescribed by the North Vista Highlands PUD Development Guide and private streets. Each townhome will be located on an individual lot and will have a two-car garage that is accessed from the private street. The townhome lots will have reduced lot widths, setbacks, and be accessed from private streets. The Subdivision and Special Area Plan also includes two multifamily residential lots, and a park in Planning Area 3 of the North Vista Highlands PUD. The proposed townhome development will be accessed from El Principio Drive and Walking Stick Boulevard. Private streets within the development will provide access to the proposed 136 townhome lots, two multifamily lots, and all parcels within the subdivision. The townhomes will face an internal pedestrian network located within parcels, similar to a "green court" development; however, the pedestrian parcels will not have landscaping as typically found in a green court development. The proposed development will include

one small private park (36,388 sq. ft.) located directly adjacent to the neighborhood park dedicated in North Vista Highlands, Filing No. 5. Two guest parking areas, parcels for drainage, detention, and landscaping are also included in the subdivision and special area plan.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their July 10, 2023 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance, a Special Area Plan will not be created.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. SAP-23-04 Combined Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING A SPECIAL AREA PLAN FOR
THE NORTH VISTA HIGHLANDS, FILING NO. 9

WHEREAS, a request for a Special Area Plan for the North Vista Highlands, Filing No. 9, A Special Area Plan, has been submitted to the Planning and Zoning Commission for approval pursuant to Section 17-4-29 of the Pueblo Municipal Code, and,

WHEREAS, the Planning and Zoning Commission after a public hearing found and determined the objectives and requirements of said Section 17-4-29 can and will be met, and,

WHEREAS, the Planning and Zoning Commission has recommended the approval of the Special Area Plan for North Vista Highlands, Filing No. 9, A Special Area Plan, NOW, THEREFORE,

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

SECTION 1.

The Special Area Plan for:

A parcel of land located in the Northwest one-quarter of Section 8, Township 20 South, Range 64 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

All of Lot 1, Block 2, according to the recorded plat of North Vista Highlands, Filing No. 2 as filed for record on August 20, 2021 at Reception No. 2240303 in the office of the Pueblo County Clerk and Recorder.

Containing 19.52-acres, more or less.

attached hereto, is hereby approved.

SECTION 2.

The North Vista Highlands, Filing No. 9, A Special Area Plan is approved without conditions.

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 09, 2024.

Final adoption of Ordinance by City Council on September 23, 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

A SPECIAL AREA PLAN OF:
NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

- NOTES:
- ALL ARCHITECTURAL, SITE PLANNING, LANDSCAPING, COVENANTS, RESTRICTIONS, CONVEYANCES, AND SPECIAL AGREEMENTS WHICH WILL GOVERN THE DEVELOPMENT, USE, MAINTENANCE, OPEN SPACE, RECREATIONAL FACILITIES, AND CONTINUED PROTECTION OF THE SITE PLAN AREA ARE TO BE DEFERRED TO THE PUD SITE PLAN REVIEW PROCESS.
 - THE DEVELOPMENT IS INTENDED TO BE DEVELOPED IN FOUR PHASES

PARCEL "S"
NORTH VISTA HIGHLANDS
FILING NO. 7

PARCEL "C"
NORTH VISTA HIGHLANDS
FILING NO. 2

PHASE 2

PHASE 4

PHASE 3

PARCEL "E"
NORTH VISTA HIGHLANDS,
FILING NO. 5

LOT 1, BLOCK 1
NORTH VISTA HIGHLANDS
FILING NO. 2

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 17

LOT 18

LOT 19

LOT 20

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MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday July 10, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

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, Cindy Capritta, Land Use Tech.

Staff Members Absent:

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

Motion Passed: 7-0

Public Hearings:

2. SAP-23-04 North Vista Highlands, Filing No. 9, A Special Area Plan Subdivision, of 19.52 acres into townhome lots and parcels for recreation and drainage. Staff Report by Beritt Odom, *cont'd from June 12, 2024.*

Hearing: Applicant Mike Cuppy remained sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council upon completion of two (2) staff condition, seconded by Maestri.

Motion Passed: - 7-0



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-23-11 Easement Vacation – North Vista Highlands, Filing No. 2
S-23-11 North Vista Highlands, Filing No. 9, a Special Area Plan
SAP-23-04 North Vista Highlands, Filing No. 9, a Special Area Plan

DATE: August 19, 2024

Please place the above referenced submittals on the City Council Agenda.

SAP-23-04

To: City of Pueblo, Planning and Zoning Commission

From: Beritt Odom, Principal Planner

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

Date: July 10, 2024

Subject: North Vista Highlands, Filing No. 9, A Special Area Plan

Applicant: Michael Cuppy, NorthStar Engineering and Surveying

Property Owner: NVH 2B LLC

Location: Generally located south of Home of Heros Parkway and west of Walking Stick Blvd.

Existing Zone: PUD, North Vista Highlands

Concurrent Request(s): V-23-11 Vacation of a portion of a drainage easement in North Vista Highlands, Filing No. 2
S-23-11, North Vista Highlands, Filing No. 9, A Special Area Plan

REQUEST:

The applicant is requesting to subdivide and establish a Special Area Plan for 19.52-acres to facilitate the development of 136 townhomes and future multifamily residential, in four phases. The townhome lots will have reduced lot widths, setbacks, and be accessed from private streets. The Subdivision and Special Area Plan also includes two multifamily residential lots, and a park in Planning Area 3 of the North Vista Highlands PUD.

ANALYSIS:

The proposed townhome development will be accessed from El Principio Dr. and Walking Stick Blvd. Private streets within the development will provide access to the proposed 136 townhome lots, two multifamily lots, and all parcels within the subdivision. The townhomes will face an internal pedestrian network located within parcels, similar to a “green court” development. The proposed development will include one small private park (36,388 sq. ft.) located directly adjacent to the neighborhood park dedicated in North Vista Highlands, Filing No. 5. Two guest parking

areas, parcels for drainage, detention, and landscaping are also included in the subdivision and special area plan.

CHARACTER AND COMPATIBILITY:

Site Character:

The subject property is unimproved.

Neighborhood Compatibility:

North	North Vista Highlands PUD: Home of Heros Parkway and unsubdivided, undeveloped land, within the North Vista Highlands PUD, Planning Area 7.
East	North Vista Highlands PUD: North Vista, Highlands, Filing No. 3, unimproved and un-recorded subdivision dedicated for residential, mixed-use residential and parks, Planning Area 4.
South	North Vista Highlands PUD: unimproved, North Vista Highlands, Filing No. 5 Subdivision, Planning Area 3.
West	North Vista Highlands PUD: unimproved, North Vista Highlands, Filing No. 2, Planning Area 2.

OBJECTIVES AND REQUIREMENTS OF SPECIAL AREA PLANS:

1. If residential, the overall net density of the area so planned, exclusive of the street rights-of-way, shall not be greater than if each individual parcel were built with a lot size conforming to the requirements of the zone district.

Affirmative:

- The maximum gross density for Planning Area 3 is 20 dwelling units per acre in the North Vista Highlands PUD. The proposed townhome and multi-family development on Lots 1 and 2, Block 5 list a maximum density of 11.88 units per acre. The proposed North Vista Highlands, Filing No. 9, A Special Area Plan, does not exceed the maximum residential density prescribed by the PUD.

2. The plan shall provide for the use and continuous maintenance of any remaining open space as well as only land common to all properties or controlled by a corporation or homeowners' association composed of all present and future owners of all property within the proposed development and provision is made for the recording of such with each deed. Any land dedicated to public use and formally accepted by City Council need not be maintained by such corporation or homeowners' association.

Affirmative:

- A statement providing for the continuous maintenance of remaining open space and land common to all properties is located on the subdivision and Special Area Plan plat.

1. The plan may provide for exceptions to minimum setback and lot width and depth requirements for each building if such can reasonably be made so that the public health, safety, and general welfare will be protected.

Affirmative:

- The proposed North Vista Highlands, Filing No. 9, a Special Area Plan, is located in the North Vista Highlands, PUD; and proposes exceptions to lot width. The North Vista Highlands, Filing No. 9, a Special Area Plan, proposes lot widths of 39-feet and 26-feet wide with a depth of 73-feet for the attached townhome development. The North Vista PUD allows for a minimum lot width of 30-feet, averaged within the block, and does not specify a minimum lot area. The proposed townhome lots do not meet the 30-foot average within all blocks as required by the PUD; however, the reduced lot width is allowed with the Special Area Plan as long as the overall density is not greater than what is allowed by the PUD Development Guide. Planning Area 3 of North Vista Highlands PUD allows a density of 20 dwelling units per acre, the developer is proposing, 11.8 units per acre, which is less than the maximum density.
 - The proposed SAP includes reduced front and rear setbacks:
 - Proposed front setback: 15-feet
 - Proposed side setback: 5-feet
 - Proposed rear setback: 5-feet
 - Proposed corner setback: 7.5-feet
 - North Vista Highlands PUD single-family attached setbacks:
 - Garage front setback: 20-feet
 - Garage second front: 5-feet (unattached portion of the home)
 - Home front setback: 10-feet
 - Home rear setback: 15-feet
 - Home second front setback: 5-feet (unattached portion of the home)
2. The plan shall provide that all setbacks on the periphery of the area shall not be less than those required for the zone district in which the building complex is located provided, however, that front setback requirements on interior street or service drives may be changed.

Affirmative:

- Landscape parcels are proposed to be located between the townhome lots and surrounding street rights of way, Mariquita Dr., Walking Stick Blvd., Home of Heros Pkwy., and El Principio Dr., providing a landscape buffer between the townhome development and adjacent streets and neighborhoods. Because of the surrounding parcels, the reduced setbacks are not considered on the “periphery” of the development.
5. The plan shall be in accordance with the Pueblo Comprehensive Plan and shall provide appropriate conditions and safeguards in harmony with the general purpose and intent of this Title.

Affirmative:

- The project site is designated by the Pueblo Regional Comprehensive Plan as “Suburban Neighborhood.” Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development should accommodate a similar mix of lot sizes and housing types. Additionally, pedestrian and bicycle connectivity should be provided within and between neighborhoods.
- The proposed North Vista Highlands, Filing No. 9, creates 136 lots for townhome development, two lots for multifamily development, provisions for trails linking residences to the neighborhood park and the surrounding neighborhoods. The proposed subdivision is consistent with the PUD Development Guide and the Pueblo Regional Comprehensive Plan.

6. The plan shall provide the property with adequate access to transportation; water supply, waste disposal, fire and police protection, and other needed public facilities and services in accordance with the approved subdivision plat.

Affirmative:

- The private streets will provide internal circulation and access to each lot and parcel.
- Utilities and trash service access will be provided by the private street network and parcels, all of which have vehicular and pedestrian access.
- Access to the development and private street network is taken from El Principio Dr. and Walking Stick Blvd.
- Emergency services are able to access each lot and parcel from the surrounding public rights-of-way and the internal private street network.

7. The street plan shall be in conformity with the most recently adopted major street plan known as the Pueblo Area Transportation System Plan. The street plan, including interior circulation for the special area plan, shall be designed so that no undue traffic congestion or unnecessary traffic hazards will be created in the special area plan or in any adjoining neighborhood.

Affirmative:

- The interior private street will provide adequate interior circulation. No major streets, as identified in the Pueblo Area Transportation System Plan will be altered with the proposed subdivision and SAP.

8. The plan shall provide traffic access ways, interior circulation ways and parking and loading spaces as required for the zone district in which the land is located.

Affirmative:

- The interior private streets will provide adequate interior circulation. Visitor parking will be provided along Sabrina Dr., 13 parking spaces, and Fengying Ln., 7 spaces, north of the park parcel. Loading for individual townhomes will be provided in the 20-foot-deep driveway.

9. The plan shall be designed so that there will not be a substantially adverse effect upon the character of the neighborhood or upon adjacent property or property values in the area.

Affirmative:

- The proposed townhome development and future multifamily development is a self-contained development that is boarded by three major roadways, El Principio Dr., Walking Stick Blvd., and Home of Heros Pkwy. Landscaped parcels sit adjacent to all roadways providing a landscape buffer between the townhomes and surrounding neighborhoods.

10. The plan shall incorporate adequate safeguards, including but not limited to screening, fences, and landscaping to protect and maintain harmony with the surrounding area.

Landscaping

Affirmative:

- The applicant will provide landscape plans, to include all common and privately owned parcels, for review and approval by the Planning and Zoning Commission during the PUD Site Plan Review.

Architecture

Affirmative:

- The applicant will provide architectural plans and North Vista Design Review Board correspondence to the Planning and Zoning Commission for review and approval during the PUD Site Plan Review.

Legacy Townhome Declaration

Affirmative:

- The applicant will provide all copies of all declarations, covenants, restrictions, conveyances and special agreements to the Planning and Zoning Commission for review and approval during the PUD Site Plan Review.

11. The plan shall provide the development sequence of the land within the plan if development is to be done in phases. Subdivision plats shall be submitted for the land proposed to be developed in the same development.

Neutral:

- It has come to the Planning Department's attention that the applicant wishes to develop the subdivided area in four phases. Staff recommends the Planning and Zoning Commission condition that the SAP Plat include a note, which states the development is intended to be developed in four phases.

12. The plan shall provide the location and dimensions of all existing and proposed buildings, structures, rights-of-way, easements, and improvements.

Affirmative:

- The Special Area Plan plat includes the location and dimensions of the proposed residential structures, rights-of-way, easements, and improvements. The site is currently unimproved.

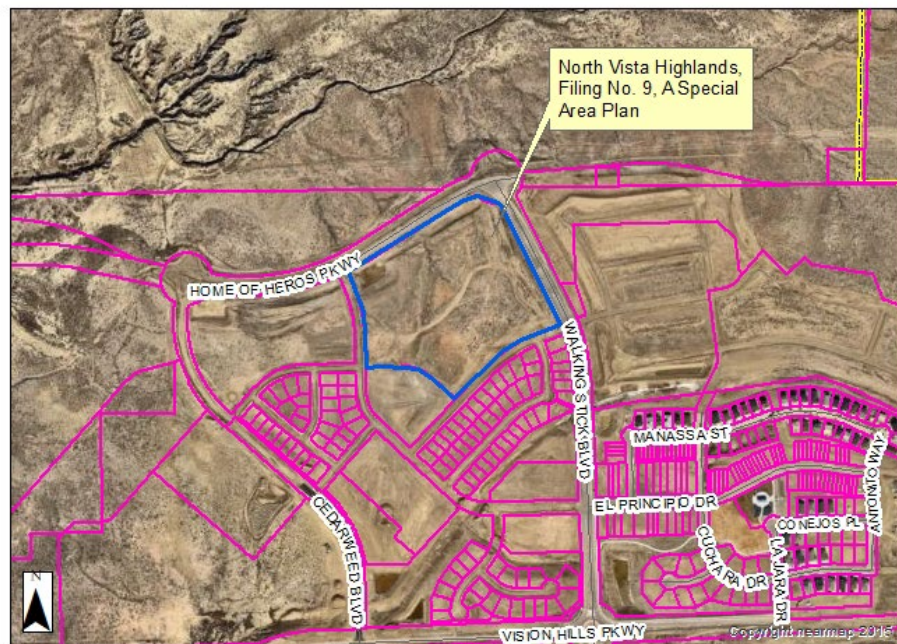
RECOMMENDED ACTION:

If the Planning and Zoning Commission is inclined to forward a recommendation to City Council that the requested Special Area Plan be approved, staff recommends the following conditions, to mitigate potential negative externalities and comply with existing regulatory mechanisms in effect on the property. The conditions must be addressed prior to City Council review and approval:

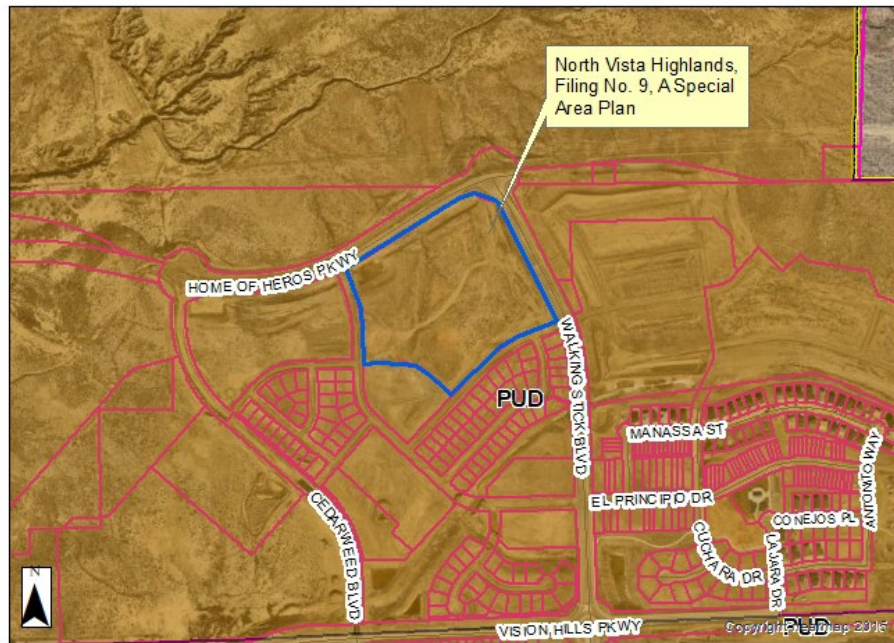
1. The SAP plat must include a note that defers all architectural, site planning, landscaping, covenants, restrictions, conveyances, and special agreements which will govern the development, use, maintenance, open space, recreational facilities and continued protection of the Site Plan area, to a separate PUD Site Plan review process, per Section 17-8-7 of the Pueblo Municipal Code.
2. Provide a plat note on the SAP plan, which states the development is intended to be developed in four phases.

ATTACHMENTS:

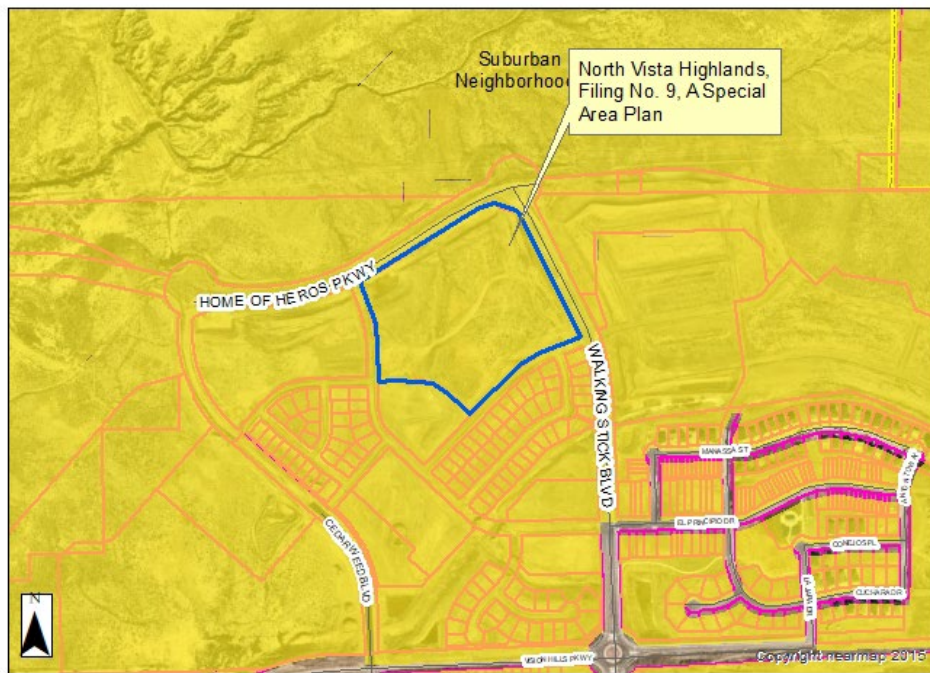
- A. Aerial Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Application
- F. Special Area Plan plat
- G. SRC Memo, July 2, 2024



A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



C. Public Notice and Site Photograph



C. View of SAP site looking west from Walking Stick Blvd.



C. View of SAP site looking southwest from Home of Heros Pkwy.

A SPECIAL AREA PLAN OF:
NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



LEGEND

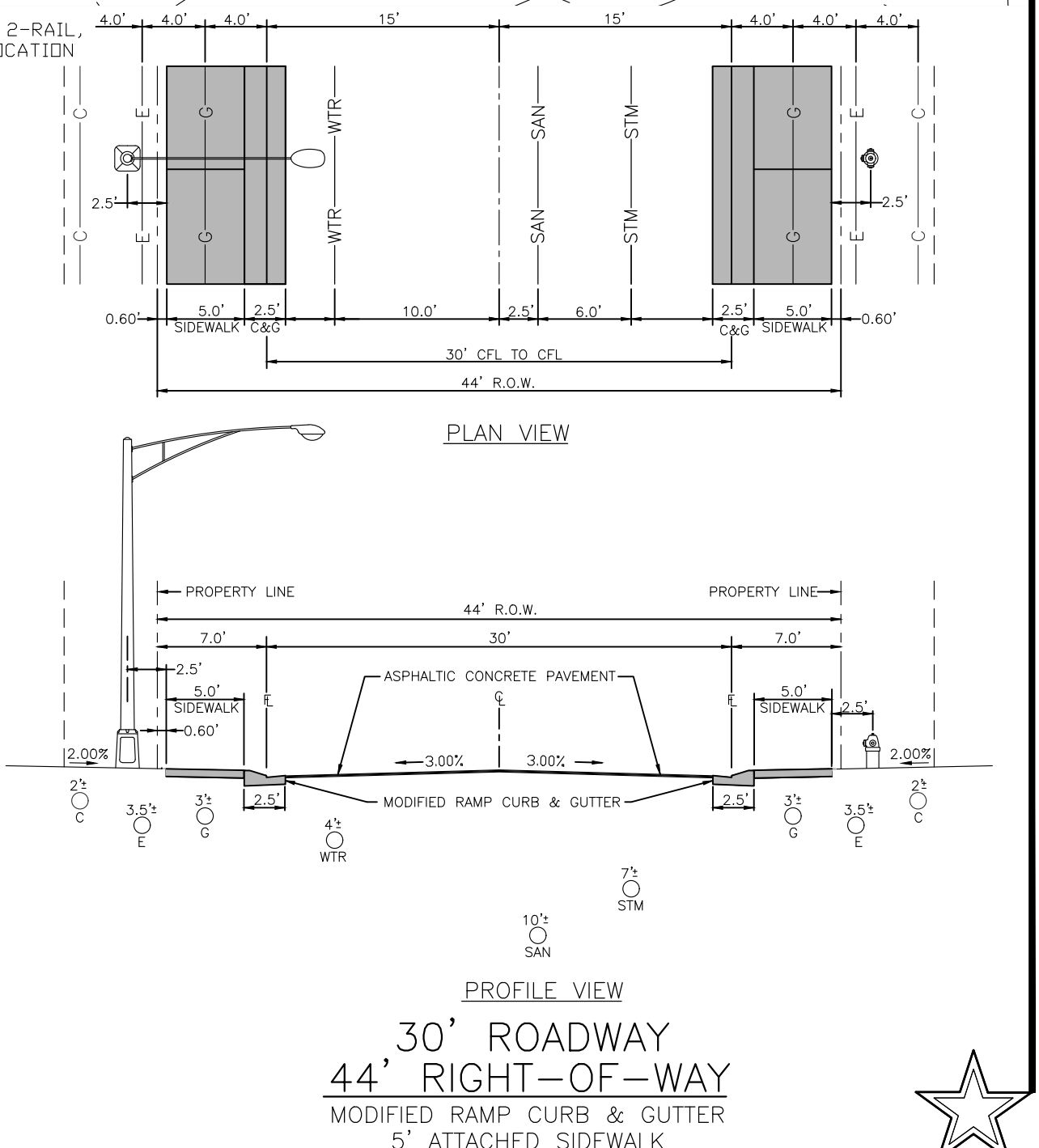
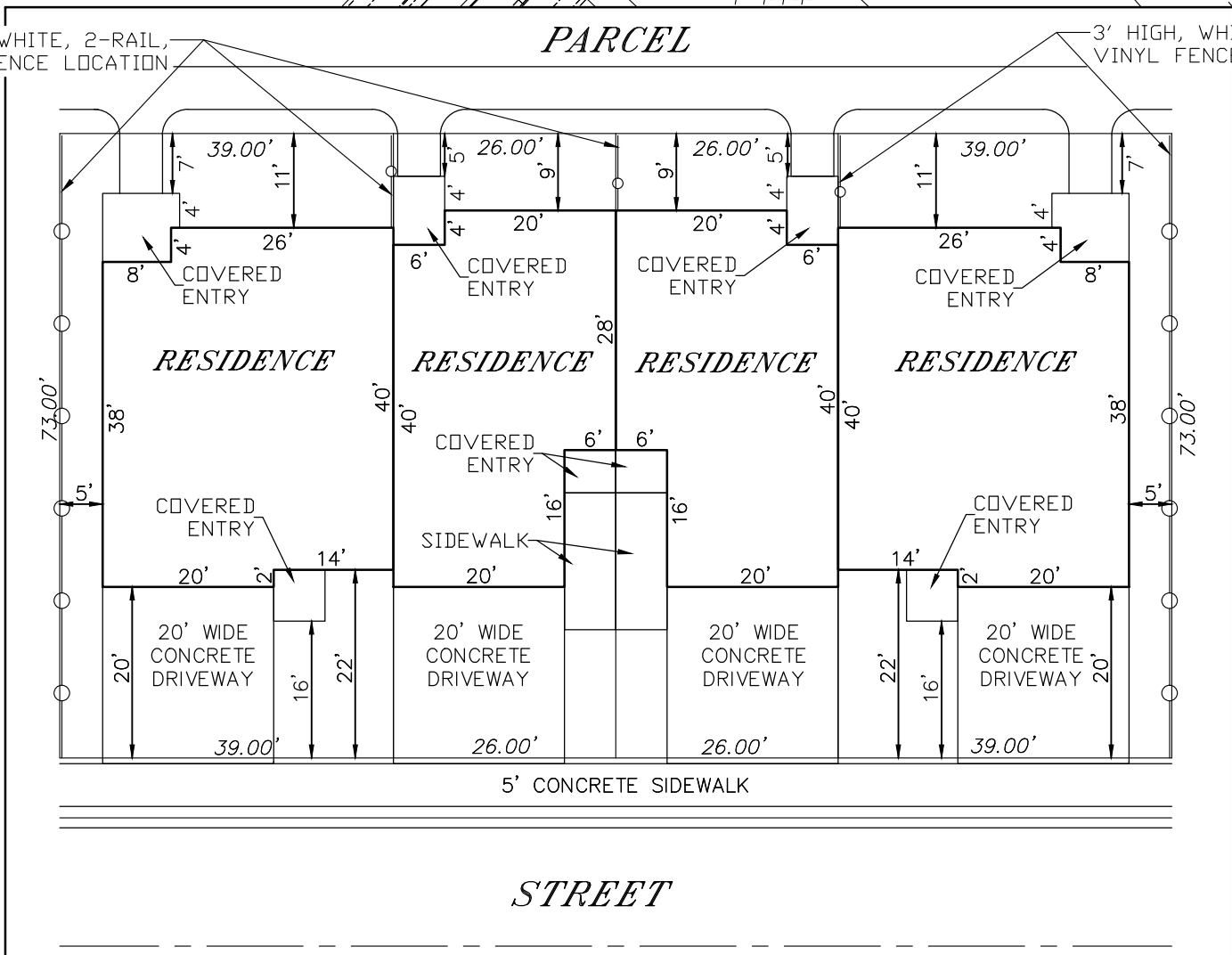
- SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- WV WATER VALVE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- WATER MANHOLE
- STREET LIGHT (EXISTING/OR AS DESIGNED)
- STREET LIGHT (PROPOSED)
- E----- UNDERGROUND ELECTRIC LINE
- FOL----- FIBER OPTIC LINE
- OHE----- OVERHEAD POWER LINE
- G----- GAS MAIN
- S-----8" PVC SANITARY SEWER MAIN
- ST-----24" RSP STORM SEWER MAIN
- T----- TELEPHONE LINE
- W-----8" PVC WATER MAIN
- PROPOSED CONCRETE SIDEWALK/DRIVEWAY
- PROPOSED BUILDING

SCALE: 1" = 60'

MINIMUM BUILDING SETBACKS

FRONT.....	15 FEET
SIDE.....	5 FEET
REAR.....	5 FEET
CORNER.....	7.5 FEET

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.



PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

April 24, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Ruth Fezatte for the approval of the following applications generally located south of Home of Heros Parkway and west of Walking Stick Blvd.

V-23-11: Vacation of a portion of a drainage easement in North Vista Highlands Filing No. 2.
S-23-11: North Vista Highlands, Filing No. 9, A Special Area Plan subdivision of 19.52 acres into townhome lots and parcels for recreation and drainage.
SAP-23-04: North Vista Highlands, Filing No. 9, A Special Area Plan, to allow unique development including single-family attached townhomes and private streets.

The Planning and Zoning Commission meeting will be held on 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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>**Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose).** You are welcome to attend this public hearing 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

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

CASE NUMBER: SAP-23-04

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Special Area Plan, North Vista Highlands Filing #9 of the property commonly known as North Vista Highlands Filing #9, to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-4-29.

April 24, 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 special area plan of North Vista Highlands Filing #9 Special Area Plan, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

April 24, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
PUEBLO SPROUT DEVELOPMENT, LLC	6813 COMMERCE DR	HUBBARD	OH	44425-2945
PUEBLO SPROUT DEVELOPMENT LLC	PO BOX 248	HUBBARD	OH	44425-0248
PUEBLO HEIGHTS LLC	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
NVH 2B LLC	5155 LONE STAR PL	COLORADO SPRINGS	CO	80922-3600
NORTH VISTA PUEBLO LAND INVESTMENT	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
N V H PHASE 2A LLC	4408 TURNBERRY Crescent	PUEBLO	CO	81001-1162



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 23, 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: ORDINANCE NO. 10778 DESIGNATING 330 SOUTH CITY PARK AVENUE, CITY PARK BATH HOUSE, AS A LOCAL HISTORIC LANDMARK

SUMMARY:

The applicant is requesting to designate 330 South City Park Avenue, the City Park Bath House, as a local landmark.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Historic Preservation Commission applied to designate 330 South City Park Avenue, City Park Bath House, as a local Historic Landmark, without the consent of the landowner, the City of Pueblo as provided in PMC 4-14-8 (C). The applicant provided documentation to demonstrate that the residence was constructed in 1938 and associated with the Works Progress Administration, whose workman constructed the building as part of a depression era initiative to provide work to unemployed people while creating lasting public amenities. The applicant is seeking a local Historic Landmark designation to protect the building from demolition and to begin a campaign to restore it. The structure qualifies under landmark Criteria 1A, significant events/people, for having direct association with the Works Progress Administration who played a significant role in Depression era US, Colorado and Pueblo. The building also qualifies for nomination under criteria 2A, architecture, as a good example of a Parkitecture Architectural Style. The Pueblo Regional Comprehensive Plan identifies the building within a , Parks and Open Space future land use designation. , The landmarking and preservation of the building is not part of the goals of the redevelopment plans for City Park. The redevelopment plan includes the replacement of the bath house with a modern building that better supports the adjacent tennis and recreational uses. A detailed review of the Comp Plan compliance is discussed in the

staff report, for case number HPC-24-07.

FINANCIAL IMPLICATIONS:

The designation would halt redevelopment of the site and may cost American Recovery Act funds dedicated to this Project that need to be spent by December 31st, 2025.

BOARD/COMMISSION RECOMMENDATION:

The Historic Preservation Commission, at their August 21, 2024 Regular Meeting, voted 6-0 to recommend approval, Commissioner Perko absent.

The Planning and Zoning Commission, at their August 21, 2024, Regular Meeting, voted 3-3 to recommend denial, Commissioner Spinuzzi absent.

STAKEHOLDER PROCESS:

The application was reviewed at a public hearing held by the Pueblo Historic Preservation Commission held on August 21, 2024 and the application was also reviewed by the City of Pueblo Planning and Zoning Commission at their August 21, 2024 meeting.

ALTERNATIVES:

If City Council does not approve this Ordinance, 330 South City Park Avenue, will not be designated as a Local Historic Landmark.

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

RECOMMENDATION:

See the recommendation of the Historic Preservation Commission and the Planning and Zoning Commission.

ATTACHMENTS:

1. Mayoral Veto - 10778
2. HPC-24-07 Combined Attachments



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 DESIGNATING 330 SOUTH CITY PARK AVENUE, CITY PARK BATH HOUSE, AS A LOCAL HISTORIC LANDMARK

SUMMARY:

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None.

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RECOMMENDATION:

See the recommendation of the Historic Preservation Commission and the Planning and Zoning Commission.

ATTACHMENTS:

1. HPC-24-07 Combined Attachments

ORDINANCE NO. 10778

AN ORDINANCE DESIGNATING 330 SOUTH CITY PARK AVENUE, CITY PARK BATH HOUSE, AS A LOCAL HISTORIC LANDMARK

WHEREAS, , the City of Pueblo's Historic Preservation Code, Chapter 14, Title IV, states that the City shall identify, designate and preserve those buildings, objects, monuments, structures and sites which reflect outstanding elements of the community's architectural and cultural heritage; and,

WHEREAS, the present application was initiated by the Historic Preservation Commission and the City's Historic Preservation Commission has reviewed the application for designation of 330 South City Park Avenue, the City Park Bath House, as a Local Historic Landmark and has recommended to the Planning and Zoning Commission the designation of this resource; and,

WHEREAS, , the City Planning and Zoning Commission has reviewed the Historic Preservation Commission's recommendation and the designation application and submitted its recommendation against the landmark designation to Council; NOW, THEREFORE,

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

SECTION 1.

The City Council finds and determines that 330 South City Park Avenue, Pueblo, Colorado, the City Park Bath House, is associated with history, and architecture. It qualifies under landmark Criteria 1A, significant events/people, and qualifies under landmark Criteria 2A, architecture, and complies with the criteria as defined in the Pueblo Historic Preservation Code Section 4-14-8.

SECTION 2.

The City Council hereby designates 330 South City Park Avenue, the City Park Bath House, as a local Pueblo Historic Landmark, subject to the benefits, obligations and restrictions resulting from such designation as described in Chapter 14, Title IV of the Pueblo Municipal Code.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective 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 August 26, 2024.

Final adoption of Ordinance by City Council on September 9, 2024.

DocuSigned by:
Mark Riff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

- ☐ Approved on _____.
- ☒ Disapproved on 9/10/2024 | 12:47 PM MDT based on the following objections:
See Attached

Signed by:
Heather Graham
3A85950B7BCA402...
Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

DocuSigned by:
[Signature]
7C02EBDFFC3D43C...
City Clerk

President Aliff and Members of Council,

Pursuant to Sections 3-21 and 4-10 of the City Charter, I have decided to veto Ordinance No. 10778, designating the City Park Bath House as a local historic landmark. The Bath House property located at 330 S. City Park Avenue is not appropriate to be designated as a Pueblo local landmark taking into consideration criteria within Section 4-14-8(g) of the Pueblo Municipal Code specifically, the projected public improvements and existing and proposed renewal and development plans applicable to the property.

Monday's decision disregards the existing projected public improvements and proposed renewal and development plans applicable to the property and is contrary to Council's previous action in May of this year when it approved the construction contract and construction budget of \$1,782,000, and directed city departments to move forward with construction of the new facility. The City has been setting aside and securing funds for this project since 2011. As a result of the City's efforts, it has secured \$1,782,035 for the tennis complex renovations. These allocations are from the General Fund, a \$182,000 grant from the Rawlings Foundation Grant, public donation, \$350,000 in Colorado Lottery funds and \$500,000 in American Rescue Plan Act (ARPA) funding. To date, the City of Pueblo has already expended \$133,043 toward this project with contractual agreements and environmental testing. There is no way to recoup or redirect these dollars if the project must move in a different direction for which new designs, engineering, and environmental testing will be required.

The City of Pueblo's Parks and Recreation staff, Public Works, and Planning Department diligently worked with experts retained via a competitive bid process to determine a plan forward. All have contributed a tremendous amount of work to develop a plan for a new building at the tennis complex that will preserve the historically significant architecture by incorporating the existing stonework from the current structure into the new building. The new building has been designed to meet the needs of the general public and the tennis community and to provide a reliable, state of the art complex that will serve Pueblo and tennis tournaments for generations to come.

Council voted to preserve the existing structure and stall this project without any idea of the actual costs to move the new structure to a different location or how it will fund those additional costs.

The existing bath house has a failing foundation and dated accommodations that cannot be made ADA compliant. Even assuming the City can rehabilitate the bath house for a useful purpose, the City will then be required to provide utilities, maintenance, and repairs for two buildings instead of one. The City's competitively retained experts advised the City

that the rehabilitation and maintenance of the bath house will be double or more the current budget for the new building.

My veto should not be construed to diminish the historic significance of the bath house. Preservation of the building simply does not make fiscal sense. At a time when City Council is justifiably concerned with the City's revenues and expenditures, it is irresponsible to spend significant taxpayers' dollars to preserve this building when construction of a second building is still necessary to meet the needs of the City.

I believe we need to entrust the licensed, ensured, accredited and well-experienced professional expertise of our engineers, architects, contractors and community partners who have proposed a new facility to be the tennis complex this community deserves. To do otherwise, is fiscally irresponsible. I cannot in good conscience allow this ordinance to stand.

Heather Graham

(she/her/hers)

Mayor of Pueblo

Mayor's Office (p): 719-553-2655



Planning and Zoning Refferal for HPC-24-07

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Sr. Planner

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

DATE: August 21, 2024

SUBJECT: Review and Recommendation to City Council for an application to designate the former City Park Bathhouse/Tennis Building as a Local Pueblo Landmark

APPLICANTS: Pueblo Historic Preservation Commission/ George Koncilja

PROPERTY OWNER: City of Pueblo

LOCATION: 330 S. City Park Avenue

REQUEST: To review the Pueblo Historic Preservation Commission recommendation and the Pueblo Local Landmark designation application, and forward a recommendation on the application by the Planning & Zoning Commission to City Council.

According to the Pueblo Municipal Code 14-4-8), (g). “Within fifteen (15) days after making a recommendation to approve, HPC shall transmit its written recommendation to the Planning and Zoning Commission including the findings of fact which constitute the basis for HPC recommendation. The Planning and Zoning Commission shall without public hearing review HPC's recommendation and the designation application at its next available meeting and submit its recommendations thereon to Council. All recommendations of the Planning and Zoning Commission shall be made taking into consideration any comprehensive plan, zoning requirements, projected public improvements, and existing and proposed renewal and development plans applicable to the section of the City to be affected by the designation or amendment of a designation.”

Local landmark designations are forwarded to the Planning and Zoning Commission to provide a recommendation to City Council taking into consideration any comprehensive plan, zoning requirements, projected public improvements, and existing and proposed renewal and development plans applicable to the section of the City to be affected by the designation.

Items to consider for the recommendation to City Council for the historic landmark designation or historic districts according to 4-14-8(g):

Comprehensive Plan

The City Park Bathhouse is located in the Open Space and Parks future land use area according to the Pueblo Regional Comprehensive Plan, adopted in July of 2022. Open Space and Parks are characterized by Parks, open space, greenways, and natural areas. According to the Comprehensive Plan, Open Space and Parks encompass parks, recreation centers, open space, greenways, trails and natural areas that have been preserved for active and passive recreational purposes.” The original bath house was strongly associated with the prior wading pool which was removed after advances in recreation pool technology and practice. The building has also served other recreational activities, especially tennis, since its construction.

The Regional Goals and Policies section of the Comprehensive Plan addresses historic preservation efforts in the City. *Policy 4.1.3 Inventory of Cultural Resources* encourages the expansion of the Pueblo Inventory of Cultural Resources and the measurer of success on page 54 encourages an increasing trend in local landmarks. Landmarking the City Park Bathhouse directly addresses this policy in the Pueblo Regional Comprehensive Plan with respect to planning and historic preservation by documenting WPA contributions in Pueblo.

Zoning Requirements

The building is located within an S-1, Governmental Use Zone District established for City Park. The park includes various park and recreation facilities including the Pueblo Zoo, two golf courses, Kiddie Rides, an outdoor swimming pool, a 17-court tennis complex, three softball/baseball fields, a frisbee golf course, and other general park amenities. No city initiated, or neighborhood initiated, rezonings or large-scale use changes are under consideration for this area.

In accordance with Section 17-4-51, (a), (27) of the Pueblo Municipal Code pertaining to Governmental Use District (S-1):

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.

Projected Public Improvements

The City’s Parks and Recreation Department has developed a master plan for the 17-court tennis complex that involves the demolition of the existing building and replacement with a modern tennis club facility. The City received a structural assessment from consulting architects, HGF on April 23, 2023. Architectural, engineering, and geotechnical reports in the assessment show that the existing building has suffered from significant water damage to the foundation as well as structural cracking. The report also documented that there are also issues with original concrete and load bearing timbers that will not support proposed uses. According to the consulting engineer, repairing the damage with helical piers in the basement may cause additional damage and will cost \$475,716. The structure assessment states, “the existing building structure is no longer in useable condition- The original building has many structural issues see attached structural assessment by structural engineer. The existing MEP systems are well beyond code and need full replacement.” Furthermore, the small size cannot accommodate ADA compliant bathrooms for the number

of people who attend statewide tennis tournaments, and the report finds that the facility needs 13 bathrooms, and the current facility can only accommodate six.

The City's consulting architect HGF developed three options for reuse. Option 1 is to repair the building without meeting code and that cost would be \$1,961,402. Option 2 is to keep the existing building, attempt a \$475,716 repair, and add a code compliant addition for a total of \$3,378,218. Option 3 is to remove the existing building and erect a new building the meets all the needs and codes for \$1,731, 060. According to a letter from Andrew Hayes, Public Works Director, up to \$500,000 of funding could be lost with a delay to redesign the tennis club house.

If the property were designated a local historic district and the City wanted to demolish the building, they would need to apply for a certificate of demolition from the Historic Preservation Commission. The decision of the Historic Preservation Commission is final with regards to demolitions.

Existing or proposed renewal and development plans

The site plan and elevations for the Pueblo City Park Tennis Court Restroom Facility prepared by HGF Architects, Inc., May 15, 2024 is included as an attachment to the staff report. , Described in the Projected Public Improvements Sections above.

Applicable Regulations and Prior Action

Pueblo Municipal Code Section 4-14-8(g), the City's Historic Preservation Commission "HPC" recommended approval at their August 21, 2024, meeting by a vote of - - . _____, **moved to** approve the application, seconded by _____ for designation for the City Park Bath House based on the findings for significance listed in PMC 4-14-8(a)(1)(a)&(1)(c) **social history and (a)(2)(a)**, related to architecture.

Recommendation:

If the Planning & Zoning Commission finds the property located at 330 S. City Park Avenue is appropriate to be designated as a Pueblo local landmark taking into consideration criteria within Section 4-14-8 (g) of the Pueblo Municipal Code, a recommendation of approval will be submitted to City Council for final review and approval of a Local Landmark designation.

If the Planning & Zoning Commission finds the property located at 330 S. City Park Avenue is not appropriate to be designated as a Pueblo local landmark taking into consideration criteria within Section 4-14-8 (g) of the Pueblo Municipal Code, a recommendation of denial will be submitted to City Council for final review and approval of a Local Landmark designation.

Attachments:

1. Staff Report for HPC-24-07 City Park Bath House Packet
2. City Tennis Admin Building-Select Power Point Slides

Jocelyn Martinez
Chair

Guy Chabot
Vice Chair

Anthony Perko
Secretary



Laurel Campbell

George Koncilja

Jan Schraner

Sandra Morrison

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

HPC-24-07

August 21, 2024

To: Historic Preservation Commission
From: Wade Broadhead, Senior Planner
Through: Scott Hobson, Acting Director of Planning and Community Development
Location: City Park Bath House, 330 S. City Park Avenue
Applicant: George Koncilja
Owner: City of Pueblo
Year Built: 1938
Legal Description: Located in City Park adjacent to the tennis courts due east of the Pueblo Zoo
Zone District: S-1, Governmental Use Zone District

Synopsis

The applicant is requesting Local Landmark designation for the City Park Bath House located within City Park, 330 S. City Park Avenue. According to Section 4-14-8, of the Pueblo Municipal Code, a building object, monument, structure or site may individually be designated as a Landmark if it has distinctive character and meets the criteria listed in the code. PMC 4-14-8(b) "Designation of a landmark or historic district may be initiated by the application of Council, HPC or the owner..." At their July 17, 2024, meeting the Historic Preservation Commission (HPC) voted 7-0 to submit landmark application for the Bath House. An application was submitted the following day July 18, 2024, without the consent of the owner, the City of Pueblo. Staff received an email August 13, 2024, from Parks & Recreation Director, Steven Meier, objecting to the designation and urging the commission to deny. Another letter was received August 14, 2024, from Public Works Director, Andrew Hayes, objecting to the nomination.

The application cites significance under three Historic Landmark criteria: special historic or prehistoric interest or importance; special architectural, engineering or aesthetic interest or importance; special geographic interest or importance, (Section 4-14-8, (a)., (1), a.; (1), c.; (2), a.; (2), c.; (3), a.). The application states that it represents one of Pueblo's significant historical events, the Works Progress Administration activities during the Great Depression as well as showcasing the workmanship of a distinctive architectural style: Rustic. The landmark nomination covers only the bathhouse building erected in 1938 and no other park buildings or structures.

Background

The applicant nominated the subject property for landmark designation per the requirements contained in Section 4-14-8, Chapter 14 – Historic Preservation Code, Title IV – Building Regulations, of the Pueblo Municipal Code. The Historic Preservation Commission may approve this application if it serves the goals of the historic preservation code. According to the Pueblo Standards of Appropriateness, September 2005, a building, may individually be designated as a Landmark, if it has distinctive character and meets two of the following criteria:

1. Special historic or prehistoric interest or importance:

- a. Has significant character, interest or value, as part of the development, heritage, or cultural characteristics of the City, State, or Nation; or is associated with the life of a person significant in the past; or
 - b. Has the site of a historic event with a significant effect upon society; or
 - c. Exemplifies the cultural heritage of the community; or has yielded, or may be likely to yield, important prehistoric information.
2. Special architectural, engineering, or aesthetic interest or importance:
- a. Portrays the environment in an era of history characterized by a distinctive architectural style; or
 - b. Embodies those distinguishing characteristics of an architectural-type or engineering specimen; or
 - c. Is the work of a designer whose individual work has significantly influenced the development of the City; or
 - d. Contains elements of design, detail, materials, or craftsmanship which represent a significant innovation.
3. Special geographic interest or importance:
- a. by being part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif, or
 - b. owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community, or City.

The City Park Bathhouse application was prepared by George Koncilja, HPC member, and Gary Trujillo, retired architect specializing in historic preservation and rehabilitation. on behalf of the City of Pueblo Historic Preservation Commission. Staff utilized the 2010 draft Historic Structures Assessment, Pueblo City Park Bathhouse and Grandstands, prepared by Nadine Abell, CU Denver School of Architecture, student; the Colorado Cultural Resource Survey, Architectural Inventory Form for the Bath House and City Park Tennis Score Keepers; the National Register Multiple Property Documentation Form titled New Deal Resources on Colorado's Eastern Plains, 2005; the Pueblo Lore article; and The Pueblo Experience, published in January 2007 in assessing the application for Landmark nomination.

1. a. Has significant character, interest or value, as part of the development, heritage, or cultural characteristics of the City, State or Nation; or is associated with the life of a person significant in the past.

According to the Historic Structure Assessment, City Park was the recipient of many federal relief projects between 1933 and 1940 as part of the Works Project Administration (WPA). The projects included a plan to develop land in the park, create new facilities and manage the water rights that were sold with the park. In 1935, following the construction of the zoo the surrounding community requested the City add recreation elements to the park. The recreation area was constructed as a complex and included the multi-purpose bathhouse with concession stand, wading pool, ball field with grandstands, three tennis courts, horseshoe courts and shuffleboard courts.

Erected in 1938 The City Park Bathhouse is one of two WPA era bathhouses constructed in Pueblo; a nearly identical bathhouse still retains its function at Mitchell Park within Pueblo's East Side

Neighborhood. The building was one of 113 WPA projects that was completed before the 1939 State of the City Report.

The Works Progress Administration had a significant impact on the United States, and especially Pueblo during the Depression, creating jobs and programs to fight unemployment. The WPA made significant investments in Pueblo's Park systems including Mineral Park and City Park, usually choosing construction materials that were low in cost and high on labor. The bathhouse was also part of the first municipal efforts to provide bathing pools for citizens which started in the 1920s and expanded with widespread WPA efforts nationwide.

Staff finds that the site does have direct association with significant persons and events in Pueblo and Colorado related to the Works Progress Administration and innovations in recreation amenities.

1. c. Exemplifies the cultural heritage of the community; or has yielded, or may be likely to yield, important prehistoric information.

Cultural heritage generally consists of tangible and intangible assets that are inherited from past generations. Cultural heritage may include buildings, monuments, archive materials, books, works of art and artifacts. According to the applicant, the bathhouse, "served in the same role as a 'tennis clubhouse' since it was built. While also serving other roles over its life, it has housed the tennis community for nearly a century. Many generations of Puebloans have enjoyed this building and share fond memories of its role in the area".

The 2010, Historic Structure Assessment of the City Park Bathhouse and Grandstands states that the bathhouse was constructed as a multi-purpose building that included a concession stand, restrooms, and gathering space to serve the wading pool, ball field, tennis court, horseshoe court, and shuffleboard courts. In the late 1950's the City reconfigured the recreation area because of its success and popularity. The swimming pool and ball field were moved to the southwest side of the park. In the 1970's the tennis court development expanded, and the bathhouse was renovated with the existing flat roof addition to provide additional storage to serve the tennis complex.

The cultural heritage criterion is wide reaching and there are no specific standards for "cultural character of community," which could mean a range of things and may relate more to places that represent nonmaterial aspects of local culture. To that end, the building has played a significant support role in the recreational activity of Pueblo residents and visitors for almost 90 years.

Staff finds that the site does exemplify the cultural heritage of the community for its long-term support of Pueblo recreational activities, including tennis.

2. a. Portrays the environment in an era of history characterized by a distinctive architectural style

According to the applicant, the construction style of the bathhouse and related structures are WPA Rustic. "Rustic architecture is usually associated with lodges, mountain buildings associated with the National Park Services and the U.S. Forest Service. 'Parkitecture' was another term for this style.

According to the New Deal Resources on Colorado's Eastern Plain's, Parkitecture is represented by heavy use of native stone/masonry and wood/timber, that are native to a region in order to harmonize with the local landscape. The City Park Bathhouse is clad with rough cut, non-coursing sandstone and a U-shaped cross gable with a low shed roof below the gables. The rough cut stone is a character defining feature of the building, showcasing a Pueblo variant of Rustic/Parkitecture style. The WPA utilized this style on other buildings throughout City Park and the adjacent City Park Zoo.

The Historic Structures Assessment of the bathhouse confirms the bathhouse is built in the WPA Rustic style and used local sandstone in the construction of the structure. The bathhouse is a good example of the Rustic/Parkitecture Style as it was implemented in Pueblo by the WPA.

Staff finds the site eligible under 2. a. as a good example of the Rustic/Parkitecture architectural style.

2. c. Is the work of a designer whose individual work has significantly influenced the development of the City.

Although the WPA was known for teaching masonry skills to Americans throughout the depression, this criterion refers to one designer and the City Park Bath House was designed by a team of people according to the HSA from 2010, so it is ineligible without further documentation.

Without further documentation of a specific designer or architect, Staff finds 2.c. ineligible because the site was not designed by one designer but a team of people teaching masonry skills.

3. a. By being part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif

According to the application for Landmark nomination, "City Park Tennis Clubhouse (bathhouse) is within an area of concentrated WPA structures. Which gives a real sense of place to the local population familiar with the park. Stone boundary fences that border major thoroughfares are a distinct sign of the type of buildings and features that may be found within those boundaries."

City Park is a historic park, with a variety of amenities, including the zoo, golf course, retaining walls and other structures constructed by the WPA. However, a road has been erected along the west of the bath house, and the wading pool was removed as well as numerous other features altered in the vicinity. Much of the direct historic context related to the original use of the bathhouse has been heavily modified or removed so that it is no longer used as it was historically intended.

Staff finds that while the building is related to the historic City Park, largely developed by the WPA and could be preserved according to a plan based on a historic, cultural, or architectural motif.

The Pueblo City Park Bath House exhibits a moderate/medium degree of integrity. Significant modifications have been made to the structure itself including a rear stucco addition and the blocking up

of the open archways on the primary façade. Furthermore, the setting and feeling of the site have been seriously modified with the addition of 17 tennis courts, the construction of a road to the west, and removal of the wading pool. The bathhouse is located in its original position, and the overall WPA Rustic architectural design is intact.

Changes to the Building and Property

A flat roofed stucco storage room was added to the bathhouse and the entry archways were blocked in with concrete masonry units in the 1970's. Most of the other structural openings and windows have been blocked, boarded, and clad with stucco. The wading pool was removed in the early 1950's and a total of 17 tennis courts have been added over the years.

Zoning District

The site and surrounding area are zoned S-1, and the surrounding neighborhood is mostly zoned R-2 and comprised of single-family homes.

City's Comprehensive Plan Compliance

The City Park Bathhouse is located in the Open Space and Parks future land use area according to the Pueblo Regional Comprehensive Plan, adopted in July of 2022. Open Space and Parks are characterized by Parks, open space, greenways, and natural areas. According to the Comprehensive Plan, Open Space and Parks encompass parks, recreation centers, open space, greenways, trails and natural areas that have been preserved for active and passive recreational purposes.” The original bath house was strongly associated with the prior wading pool which was removed after advances in recreation pool technology and practice. The building has also served other recreational activities, especially tennis, since its construction.

The Regional Goals and Policies section of the Comprehensive Plan addresses historic preservation efforts in the City. *Policy 4.1.3 Inventory of Cultural Resources* encourages the expansion of the Pueblo Inventory of Cultural Resources and the measurer of success on page 54 encourages an increasing trend in local landmarks. Landmarking the City Park Bathhouse directly addresses this policy in the Pueblo Regional Comprehensive Plan with respect to planning and historic preservation by documenting WPA contributions in Pueblo.

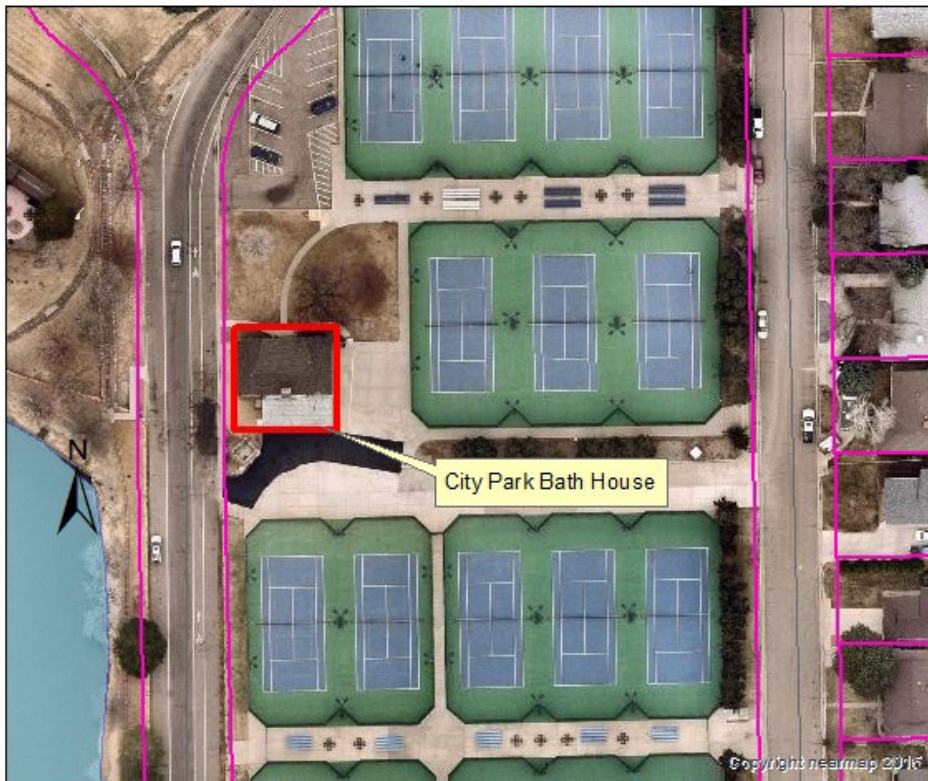
Recommended Action:

If the Historic Preservation Commission finds the property meets the eligibility criteria: Section 4-14-8, 1.a., 1.c., 2.a., and 3.a. of the Pueblo Municipal Code, a recommendation of approval will be submitted to the Planning and Zoning Commission for review and recommendation to City Council for final review and approval of a Local Landmark designation.

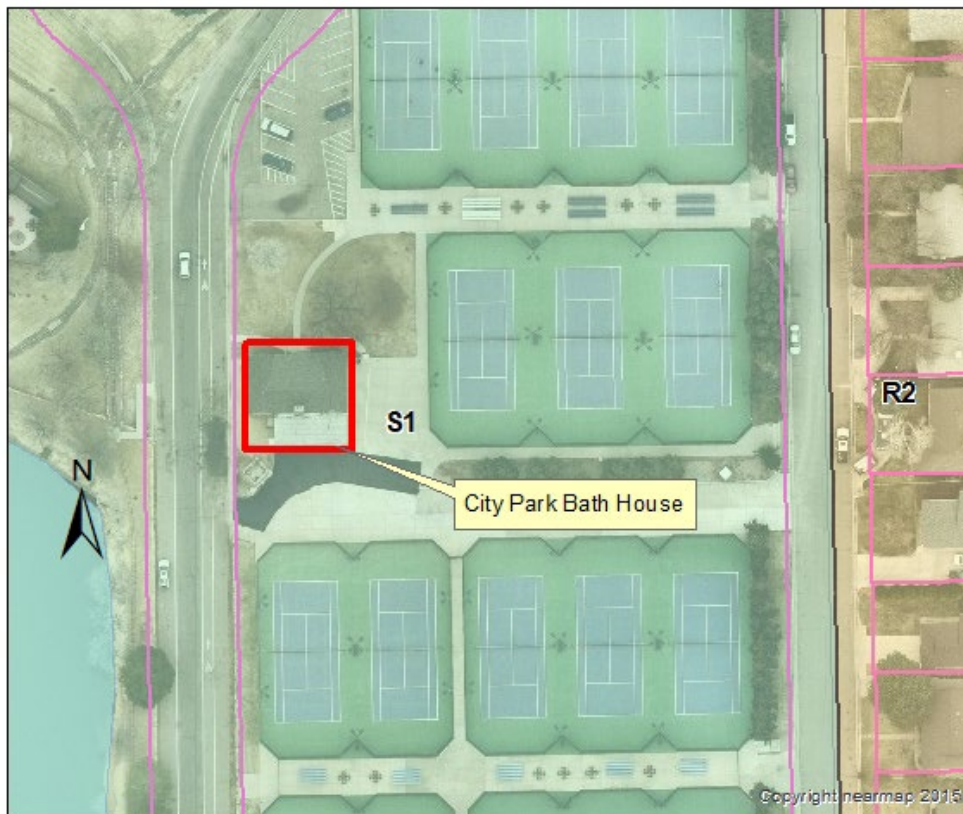
Exhibits

- A. Maps
- B. Photographs
- C. Application signature sheet and OpenGov document, full nomination is attached via PDF.

EXHIBIT A. MAPS



A1. Aerial image of the property



A2. Zoning map of the property



A3. Comprehensive Plan Map

EXHIBIT B. SITE PHOTOGRAPHS



Proof of posting



Overview from front façade looking south



Concession addition to the rear, south.



Eastern façade facing tennis courts.



View north east from South City Park Avenue

EXHIBIT C. APPLICATIONS AND ATTACHEMNTS



City of Pueblo PLACE

July 18, 2024

24-150

Historic Preservation
Commission

Status: Active

Submitted On: 7/17/2024

Primary Location

330 S CITY PARK AVE
PUEBLO, CO 81005

Owner

PUEBLO COUNTY
W 10TH ST 215 PUEBLO , CO
81003-2945

Applicant

George Koncilja
 719-406-8092
 koncilja.re@gmail.com
 1801 Court Street
Pueblo, CO 81003

Internal

Case Number

HPC-24-07

Planner Assigned

—

Continuances

—

Number of Posters

—

Number of Postcards/Mailings

—

Newspaper Notice Cost

—

Public Notice Costs must be paid by:

—

Public Notice zoning poster must be displayed by:

—

HPC Hearing Information

HPC Hearing Date

—

HPC Hearing Results

—

🔒 Check box if hearing is a Special Requested
Hearing

☐

Planning & Zoning Commission Information

🔒 P&Z Hearing Date

—

🔒 P&Z Hearing Results

—

🔒 Check box if hearing is a Special Requested
Hearing

☐

City Council Information

🔒 Council First Reading

—

🔒 Council Final Reading

—

🔒 Council Hearing Results

—

🔒 Effective Date

—

🔒 Ordinance Number

🔒 Recording Number

Application Information

Application Type*

Historic Nomination

Residential or Non-Residential?*

Non-Residential

Certificate of Compliance is for properties not located in HB zone district and are not contributing to National Historic District Register.

Nomination for Local Historic Designation

Name of Property and/or Historic Name*

City Park Tennis/Wading Facility

Present Use*

Tennis Facility

Historic Use*

Tennis/Wading clubhouse for tennis courts and pool

Site Number (issued by State of Colorado)

Are you designating a historic district?*

No

What is the Applicant's Affiliation/Interest in Property*

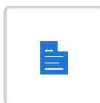
As the Historic Preservation Commission we are interested in preserving the structure due to it's historic significance

Owner Consent to Designation

Property Owner Signature*

☒ Non Consensual
Jul 17, 2024

Attachments



wpa - new deal full issue jan 2007.pdf

wpa - new deal full issue jan 2007.pdf

Uploaded by George Koncilja on Jul 17, 2024 at 11:08 PM

Eligibility Criteria: Historic City Park Tennis/Wading Facility

Narrative Detail

Statement of Significance Summary

The City Park Tennis Clubhouse (historic name Tennis/Wading Facility), heretofore referred to as the Tennis Clubhouse is historically significant for several reasons. First, as a contributing structure to the historic City Park formerly known as Park District #2. This follows **Historic Criterion 1a**, outlining an association with the historical development within the city.

Construction of the Tennis Clubhouse was added to City Park as part of the U.S. New Deal Works Project Administration. The WPA provided funding to states and local governments to create a variety of buildings, infrastructure, art and housing. This closely follows **Historic Criterion 2a**, as part of the physical development of an area of the city. Namely City Park historic WPA structures. construction style also is an important part of the significance.

Although the Tennis Clubhouse was part of the early tennis activity within Pueblo. It has not been listed as Historic Criterion 1d. This may be a subject of discussion because of the numerous tennis championships for state and local players, which were held at this site.

Statement of Significance Summary Expanded:

1. History

1a Have direct association with historical development of the city, state or nation.

Charles L. Dittmer first acquired the 150-acre parcel known as the "Park"; early records refer to it as Carlile's Park. Which was to be part of a grandiose plan of extensive landscaping, lakes, fountains and statuary with amenities meant to enhance an adjoining Carlile Park Subdivision. In the fall of 1899, a group of investors organized as the C.L.W. Dittmer Land and Building Company with Charles Dittmer as general Manager. In December of that year the parcel. was acquired from the Colorado Coal and iron company.

Financial Difficulties mostly caused by the silver crash of 1893 coupled with the Panic of 1903 forced the partnership to refocus their plans for the Park. The partners to sell the 150-acre parcel. The City of Pueblo started to develop a park on the northside of Pueblo, in 1898, known as the Mineral Palace. Similarly, to what happened to Dittmer, a failed development, on the northside, made the Mineral Palace land available, this became Park District #1.

Southside residents also wanted a park on their side of town. The citizens approved a bond issue of \$150,000 to purchase the acreage from Dittmer and his associates. Park District #2 was formed to develop and maintain parks on the southside of Pueblo.

Charles Dittmer was appointed as special agent for the park commissioners since he had invested 15 years of work and planning. He provided some infrastructure. He assisted with further planning for embellishments such as gates and statuary. The Park evolved into a sanctuary in the city for the citizens to enjoy picnics, leisure activities, and socializing.

However, it wasn't until the WPA funding were significant structures built within the Park. A Zoo, Aviary, animal habitats, canals, and Tennis Clubhouse were constructed between 1933-1940. Boundary walls and bridges were also constructed as part of this 'New Deal' program with local labor provided from the WPA. These programs helped lift the country out of the Great Depression and particularly assisted Pueblo which had been especially devastated first by the 'Great Flood' of 1921 and then the stock market collapse of 1929.

The Pueblo Zoo became its own National Register District in 1995 which highlights the quality of the planning and development of a zoo. Within the 3-acre district are two buildings, six structures, moats, canals, artificial mountains, bear pits and water features. The use of natural materials and settings were part of a movement to provide a naturalistic approach to zoo habitats.

The eastern edge of the Park is occupied by the tennis complex with the seventeen courts, and Tennis Clubhouse. There were originally viewing stands on the south elevation, which were demolished. The tower that held the announcer booth remains.

The right side of the front door there is an inserted plaque that commemorates the building and the significance of it; it reads "ERECTED THROUGH THE COOPERATION OF FEDERAL, STATE AND LOCAL GOVERNMENTS BY WORKS PROGRESS ADMINISTRATION DEDICATED TO THE ENRICHMENT OF HUMAN LIVES *A RECORD OF PERMANENT ACHIEVEMENT*".

Statement of Significance Summary Expanded:

2. Architecture

2a Portrays the environment in an era of history characterized by a distinctive architectural style.

The construction style of the Tennis Clubhouse and related structures are WPA Rustic. Rustic architecture is usually associated with lodges, mountain buildings associated with the National Park Services and the U.S. Forest Service. "Parkitecture" was another term for this style. Publications authored in the 1930's espoused this style. Rationale for use in the mountains was the availability of natural materials, stone and timber. Mainly was to create a structure that was reflected of nature.

Many of the publications were authored by Herbert Maier. He was the architect/landscape architect who headed the NPS district that included the Rocky Mountain Region. Although publications contained designs and plans it was noted not to copy the designs but rather adapt to local topography, cultural influences and conditions.

Maier believed that using indigenous or natural materials was the best way to integrate the structure with its surroundings. Rustic architecture was a simple method to provide the best solution, following function and nature. WPA sought to put as many people as possible. This meant using hand tools and hand labor as opposed to power tools.

WPA Rustic architecture is an architectural style from the era of the U.S. New Deal Works Project Administration. The WPA provided funding for architects to create a variety of buildings, including amphitheaters and lodges. WPA architecture is akin to National Park Service rustic architecture. WPA Rustic, as opposed to National Park Service Rustic as utilized in most national parks, involves more demarcation between the building and the landscape. The term has been used by the National Park Service's National Register of Historic Places program to describe many buildings and structures, including American Legion meeting halls and other buildings built by the WPA in the 1930s

2c. The architects who designed this structure and others (see 2a above) were also employed through the WPA and it's been shown that they reused design plans there similarities with the pool building in Mitchell Park.

Geography

3a Have a prominent location or be established, familiar and orienting visual feature of the contemporary city.

City Park Tennis Clubhouse is within an area of concentrated WPA structures. Which gives a real sense of place to the local population familiar with the Park. Stone boundary fences that border major thoroughfares are a distinct sign of the type of buildings and features that may be found within those boundaries.

Architectural Description

Closely describe the structure and its surrounds.

The main elevation is north facing, it has a main gable with an intersecting gable at each end, one on the east and one on the west. The main gable ridge runs east/west and has an unequal slope on the north, with an equal slope on the south. The unequal slope has the break over the porch. The two intersecting gable ridges both run north/south. All original building roofs are covered with asphalt shingles.

The entire structure is constructed of red cilium sandstone. The stones were harvested in the foothills west of Pueblo. Stones were left mostly uncut, natural in appearance, with a raked mortar joint, which highlights each individual stone because of the recessed mortar joint.

Four circular arched openings define the main elevation, each rise to doorway height. The arches are coupled and form an arcade, which opens onto a porch. The outer two arched openings are infilled with stone at the bottom three feet. Originally those two openings had segmented arches at the very bottom of the infill. Those arches have been infilled with stone matching the original. A center concrete stair provides access to the inner two arched openings. The stairs are flanked on each side with stone walls staggered to match the treads. The four circular arches have been infilled with concrete masonry units (CMU). The eastern and western openings have been infilled, the western arch the opens onto the stair have also been infilled. The eastern arch opening onto the stairs is partially infilled, to accommodate a 3 x 7 door.

The two-intersecting gables on the east and west are symmetrical to the centerline of the north elevation. Each have full height stone gable ends. The stone terminates at the peak and the roof is a 6-12 pitch. At the top of each peak are three 4-inch round, clay pipes, which protrude and act as attic venting. Wood cornice boards follow the roof rake.to the

Two coupled casement windows are centered on the east and west gables, separated by an eighteen-inch-wide column. The windows are six true divided lites, approximately 52 inches above finished floor (AFF). The original windows are behind CMU that have been infilled into the front of the opening.

The west elevation has full height stone to the bottom of the roof. There are four window openings. The northern most window opening has two coupled casement windows, that are six true divided lites. The two middle openings each have two coupled casement windows that are four divided lites.

The southern most opening has casement windows two coupled over two coupled casement windows separated by a horizontal mullion. Each of the casement windows are six divided lites. Those windows originally serviced the building kitchen. All openings on the west elevation have CMU infilling the original window opening.

The south elevation has been altered by a non-conforming addition, which runs over three quarters of the south elevation. The portion of the building not covered by the addition is the south gable end of the western intersecting gable. The stone runs full height of the gable end. One large window, oft centered to the west, is coupled over two coupled casements with six divided lites, also infilled with CMU.

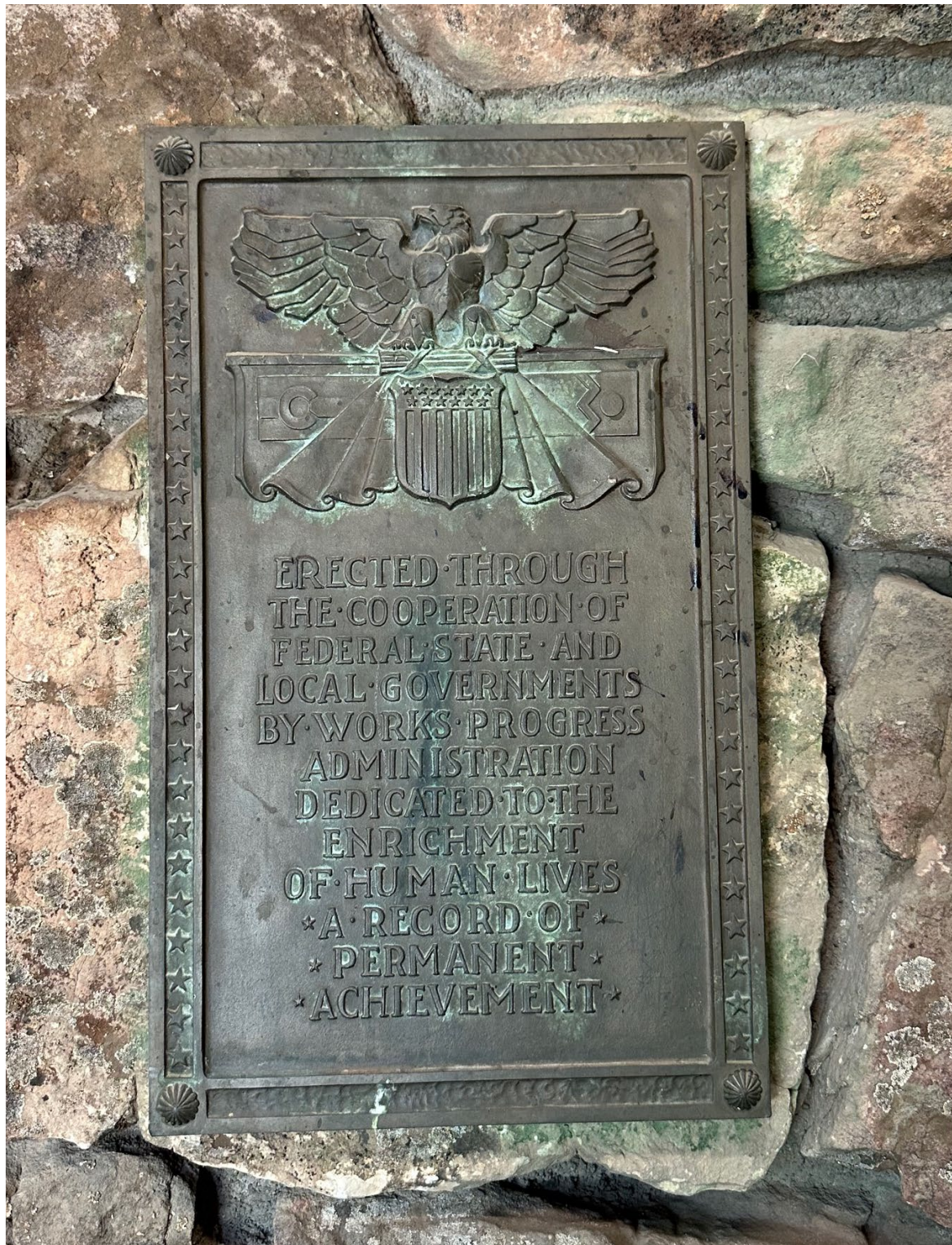
The east elevation has full height stone to the bottom of the roof. Four window openings oft centered in the elevation are two coupled casements with four divided lites each. All openings are infilled with CMU masonry. It should be noted that the historic photograph shows a different window configuration. There is no noticeable alteration of the openings that exist now. Which may have been a very early alteration using original material.

Research Sources:

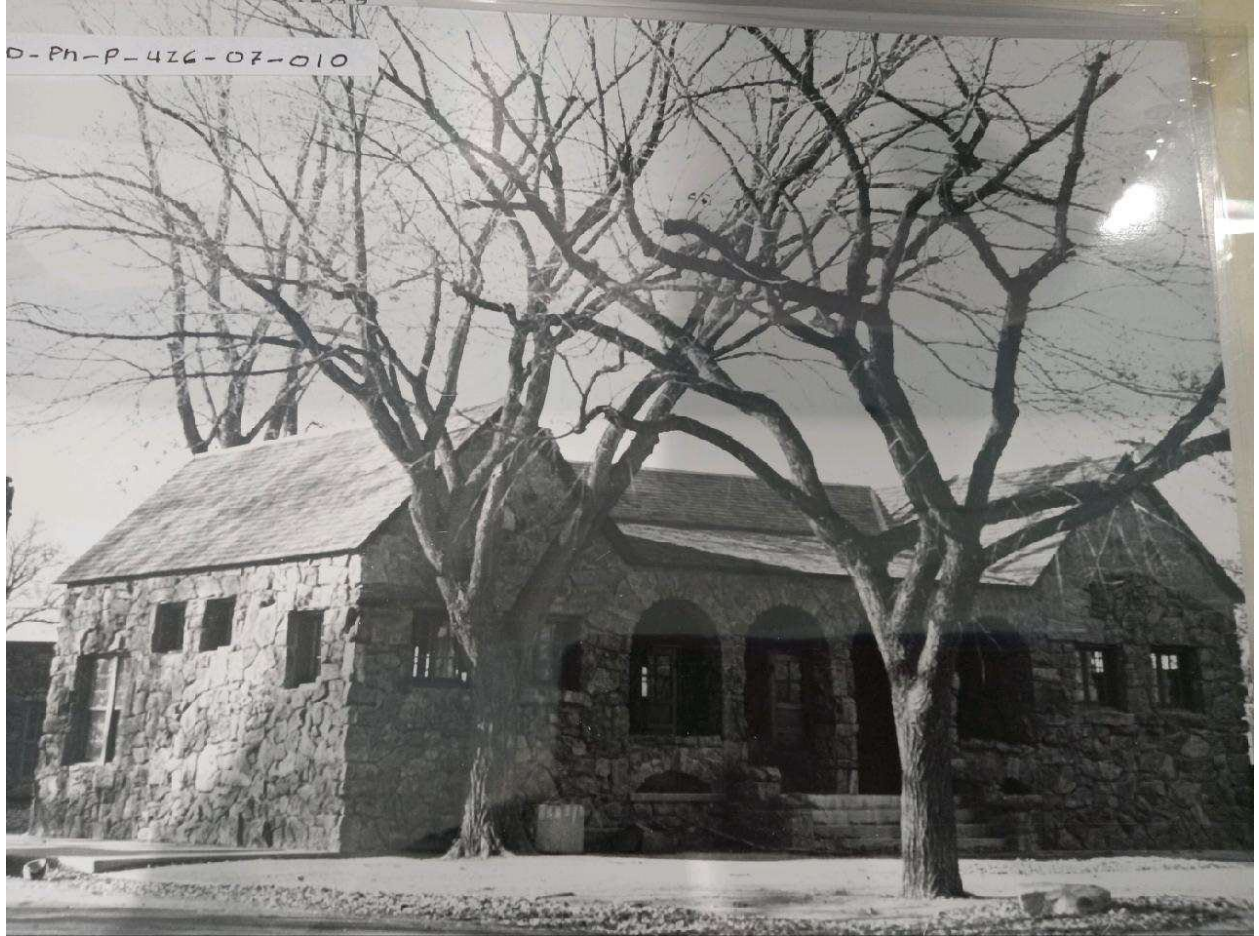
- Pueblo County Historical Society
- The Pueblo Lore: January 2007 Issue by George Williams
 - See attached document; pages 41/42 discuss the Tennis facility while the entirety of the issue is dedicated to WPA projects in Pueblo
- Site Visits to City Park, Mineral Palace Park, Pueblo Mountain Park and Mitchell Park
- History Colorado WPA Rustic – Colorado Historic Architecture and Engineering Guide
- Historic Plans, Details and Elements by John Theodore Haneman
- Dictionary of Building Preservation by Ward Butcher.
- Valentine Engineering Field Observation Report – James Valentine

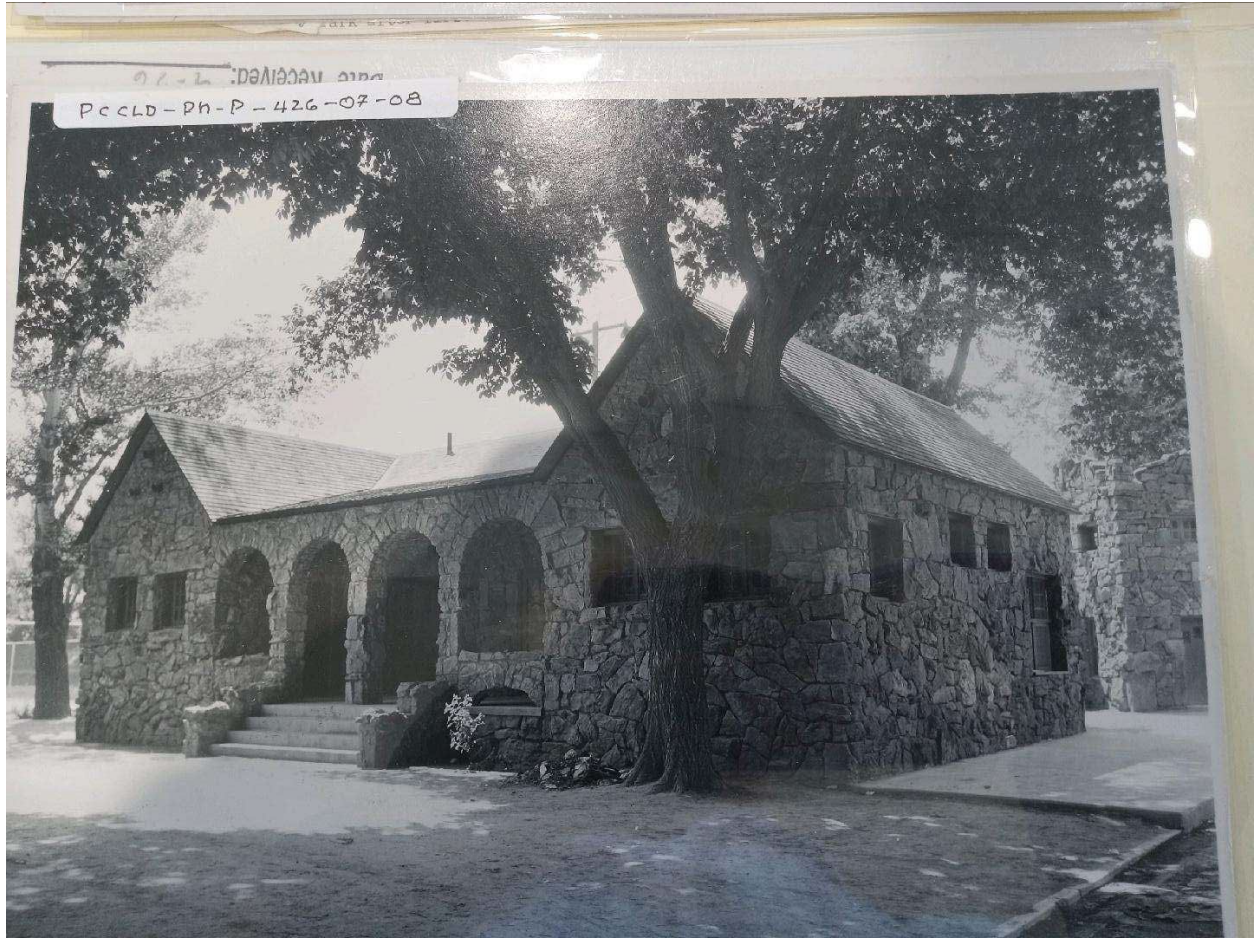
Photographs:





D-PH-P-426-07-010







Eligibility Criteria: Historic City Park Tennis/Wading Facility

Narrative Details:

1a. The New Deal Program had a profound impact on the country and particularly here in Pueblo. The fact that this building, as well as much of City Park, was developed because of this program holds historic significance and we should do everything possible to preserve that. These buildings and structures collectively represent a time when individuals who shared in a bleak future banded together to build a better future; a notion that should not be forgotten about or destroyed.

1c. This building has served in the same role as a 'tennis clubhouse' since it was built. While also serving other roles over its life, it has housed the tennis community for nearly a century. Many generations of Puebloans have enjoyed this building and share fond memories of its role in the area.

2a. The building was built with the same materials and in the same style as the surrounding structures (stone walls through the park, former golf clubhouse building, buildings throughout the zoo, pavilions, etc.) which helps to unify and define this area. The building materials that were used to construct it were sourced from local areas, primarily near Beulah. This aesthetic look is what defines the City Park area and creates a cohesive look throughout the entire district.

2c. The architects who designed this structure and others were also employed through the WPA program and it's been shown that they reused design plans (note the similarities with the pool building in Mitchell Park).

3a. This building lies within the City Park district, which on a broad scale is a historic site. The WPAs involvement in the development of City Park into the recreation hub that it is today should be celebrated and preserved and not forgotten about.

Statement of Significance:

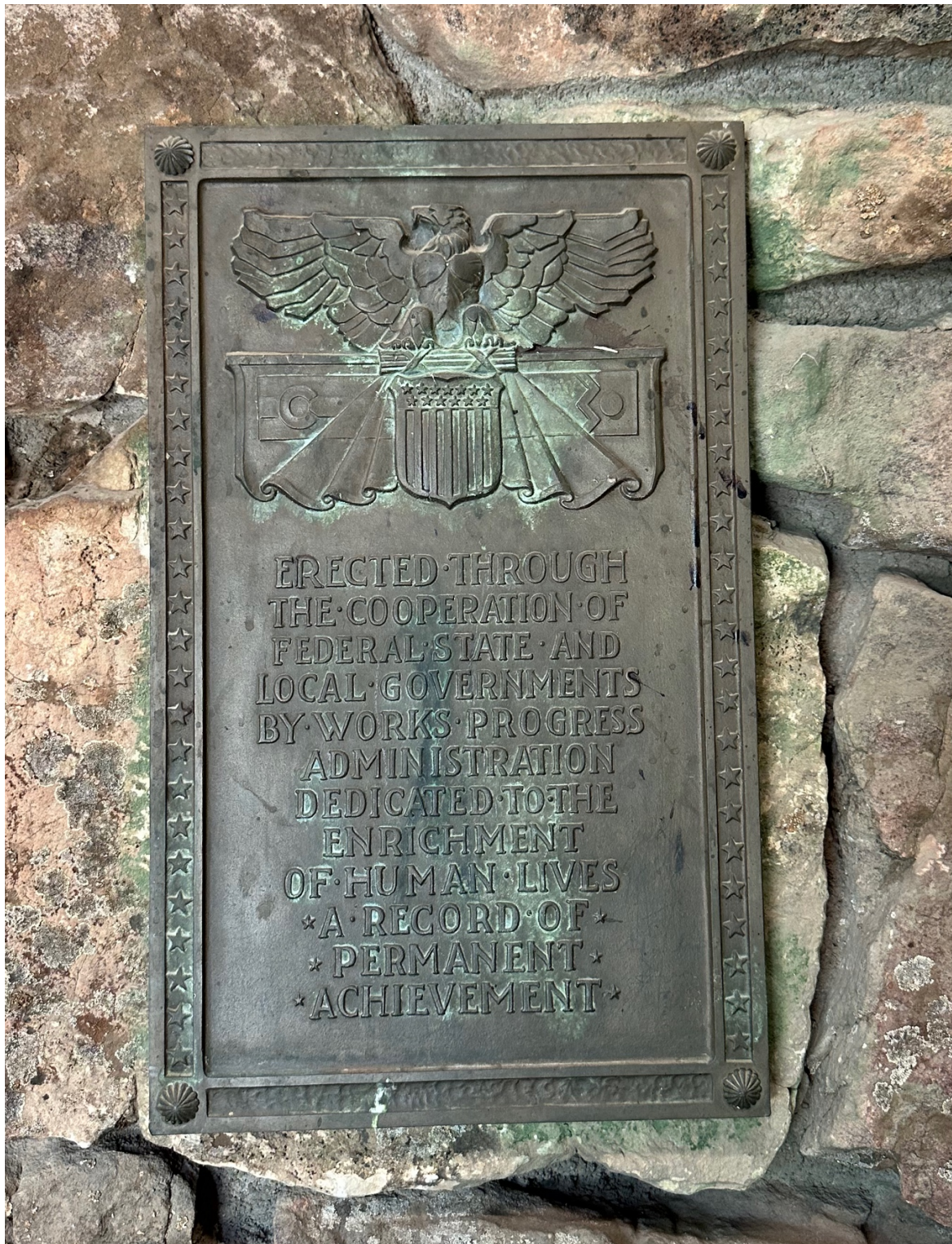
The City Park Tennis/Wading Facility is historically significant for several reasons. It was built in the 1930s as part of the 'New Deal' program with local labor provided from the WPA. These programs helped lift the country out of the Great Depression and particularly assisted Pueblo which had been especially devastated first by the 'Great Flood' of 1921 and then the stock market collapse of 1929. Historically this building served as the shower room for the wading pool, the clubhouse for the original 4 tennis courts and concession stands for the entire area. Although the pool was eventually moved and concessions no longer served from the building, it has serviced the tennis courts for over 90 years. Multiple generations of Puebloans have fond memories of this building and many have grandparents and other relatives that helped to construct it, along with other WPA era structures. The structure is built out of the same materials as other buildings, walls, pavilions, etc. throughout the surrounding area helping to create a cohesive look throughout City Park. On the interior of this building, along with a number of other WPA era buildings, is an inserted plaque that commemorates the building and the significance of it; it reads "ERECTED THROUGH THE COOPERATION OF FEDERAL, STATE AND LOCAL GOVERNMENTS BY WORKS PROGRESS ADMINISTRATION DEDICATED TO THE ENRICHMENT OF HUMAN LIVES *A RECORD OF PERMANENT ACHIEVEMENT*". This type of history should be preserved at all costs.

Research Sources:

- Pueblo County Historical Society
- The Pueblo Lore: January 2007 Issue by George Williams
 - See attached document; pages 41/42 discuss the Tennis facility while the entirety of the issue is dedicated to WPA projects in Pueblo
- Site Visits to City Park, Mineral Palace Park, Pueblo Mountain Park and Mitchell Park

Photographs:





Department of Public Works

August 14, 2024

TO: City of Pueblo Historic Preservation Commission
1 City Hall Pl.
Pueblo, CO 81003

RE: Historic Designation of Tennis Court Bathhouse Facility

Dear Members of the Historic Preservation Commission,

I am writing to express my concerns regarding the recent nomination of the City Park Tennis Court Bathhouse for designation on the City's registry of historic buildings. While I understand and appreciate the importance of preserving our community's historical assets, I believe that the designation of this particular structure may not be appropriate given the circumstances and could have unintended consequences for the City of Pueblo.

The Tennis Court Bathhouse, constructed during the WPA era, has undoubtedly served our community well over the decades. However, it is important to recognize that the building has undergone significant modifications since its original construction in the 1930s. These alterations, while necessary for the building's continued use, have unfortunately diminished its historic integrity. As a result, the structure no longer represents the unique architectural elements that once made it a candidate for historic preservation.

Furthermore, the building requires substantial structural repairs to ensure it is safe for occupancy and compliant with current building codes and ADA standards. Groundwater and soil issues present particularly challenging engineering problems that must be addressed. Given the scope and cost of these repairs, the City has determined that it would be more prudent to replace the existing building with a new, modern facility that can better serve the needs of our community while still honoring the legacy of the original structure. This plan includes reutilizing stone elements from the existing structure for the facade of the new building and constructing an interpretive wall inside the new facility.

It is also important to note that the current facility plays a critical role in hosting numerous tennis events, including the high school state tennis tournament, and is open to the public for daily use. Delaying the project to accommodate a historic designation could jeopardize these activities and result in the loss of approximately \$500,000 in project funds if a construction contract is not awarded by the end of the year.

I respectfully request that the Commission carefully consider these factors and the broader impact on our community before moving forward with the designation process. The City is committed to honoring the history of the Bathhouse while also ensuring that the needs of our community are met in a timely and responsible manner.

Thank you for your consideration. Please feel free to contact me with any questions. I can be reached by phone at 719-553-2295 or by e-mail at ahayes@pueblo.us.

Respectfully,

A handwritten signature in black ink, appearing to read "A. Hayes", written over a horizontal line.

Andrew E. Hayes, P.E.

Steve Henson

32 Sovereign Circle

Pueblo, Colo., 81005

(719) 733-7606

henson.slpueblo@gmail.com

Aug. 12, 2024

To whom it may concern:

Re: Concerns about demolishing current clubhouse building at the Pueblo City Park tennis courts.

Hello!

I would like to address this issue by first praising the Koncilja family for its tireless efforts to preserve, protect and utilize Pueblo's historic buildings. I do not believe anyone has had more of an impact in this endeavor than the Konciljas.

Further, the Koncilja and Henson families have been friends and professional acquaintances for decades, and I greatly admire the Konciljas for their community efforts.

So it is with reluctance that I must disagree with efforts to preserve the old clubhouse at the City Park tennis courts. And I believe I am in a unique position to discuss this topic.

In the 1960s and 1970s, the clubhouse -- constructed during the New Deal initiatives during the Great Depression -- was operated by the Pueblo Tennis Club. The PTC was a member organization (\$25 annual fee, which got you a key to the clubhouse) that ran tournaments and some instructional programs at the park courts. The facility was not open to the public.

During the 1970s, I served three terms as president of the organization, which at one time had nearly 200 members.

At one point, the PTC spent more than \$10,000 to renovate the clubhouse. It was very nice, with clean restrooms, showers, lockers and a lounge area with nice furniture, a TV, etc.

But there always were significant infrastructure issues, such as water seepage in the basement from the lake across the street. The PTC did not have the resources to address those issues, and the city wasn't interested in pumping money into the old structure.

Eventually, the city took over control of the courts and the clubhouse, and the PTC disbanded.

In my opinion, the city's decision to open the restrooms and the facility to the general public led to the decline of the building and the current sad state of affairs that we see today.

Frankly, it's an old building that is filthy from top to bottom, and way past the point where some paint and new flooring will transform it into a nice facility. It is not functional, with no secure areas for vending machines or a pro shop, and a tiny tournament director's area that has outgrown its usefulness.

It also is an embarrassment to the community of Pueblo. Among the many tournaments hosted at the facility are the boys and girls high school district and state tournaments. It is humiliating to hear people talk about the filthy facilities, the mosquitoes that inhabit the drafty building, the worn and stained carpeting, and the inability of players to shower between matches and change into fresh clothing. If we are not careful, we will lose those tournaments because of the terrible condition of the clubhouse.

I believe that pumping taxpayer money into the building would be akin to putting lipstick on a pig. Further, given the significant plumbing and electrical issues, not to mention the foundation issues, this project would be a money pit.

The proposal to build a new building used recycled rock from the existing structure is an exciting proposal and one that, I believe, honors the past by using those materials from the existing building. Such a new building would make the City Park tennis facility among the finest in the nation.

Other than being old, there is nothing important about the existing clubhouse. It is not architecturally significant, and its usefulness is long gone.

Pueblo deserves a nice, new clubhouse at the tennis courts, one with a significant nod to the work of the past. I urge the city to proceed with that project.

P.S. A word to the wise. Once constructed, do NOT open the facility to the public when staff is not present. If the new facility is open without supervision, it, too, shall become a filthy facility and a waste of taxpayers' money.

Sincerely,

Steve Henson

Steve Henson

Past president of the Pueblo Tennis Club and the Colorado Tennis Association; winner of more than 150 USTA-sanctioned tournaments with rankings as high as No. 1 in Colorado in singles and doubles (5.0 category), along with numerous other rankings in Colorado and the Intermountain district (Colorado, Utah, Nevada, Wyoming and Montana); and an inductee into the Pueblo Sports Association Hall of Fame. I currently am the assistant girls tennis coach at Pueblo County High School. This past season, the entire team qualified for the state tournament.

I also was the longtime managing editor of The Pueblo Chieftain newspaper; have long been active in the Pueblo community, and am an adjunct professor at Colorado State University Pueblo.

From: [Steven Meier](#)
To: [Wade Broadhead](#)
Cc: [Scott Hobson](#); [Beritt Odom](#); [Andrew Hayes](#)
Subject: Bathhouse at City Park Tennis Complex
Date: Tuesday, August 13, 2024 2:43:06 PM

Wade and the Historic Preservation Committee,

The Parks and Recreation Department recommends that the Historic Preservation Committee **do not** move forward with recommending the non-consensual historic designation of the City Park Bathhouse. The City's initial goal for the existing stone facility was to fully renovate and save the old stone building, but as the engineers and architects began investigating the structure it became apparent that the building had extensive structural and code issues that present numerous safety concerns for staff and visiting patrons. The building does not meet ADA accessibility requirements as well as the building code as it relates to number of fixtures per occupancy. The stone foundation has been deteriorating significantly and with the constant presence of groundwater the renovation and / or replacement of the existing foundation would prove to be more expensive than it would be to demolish and build a new facility.

The Parks and Recreation Department urges you to deny this application.

Steven Meier, Director

Parks and Recreation

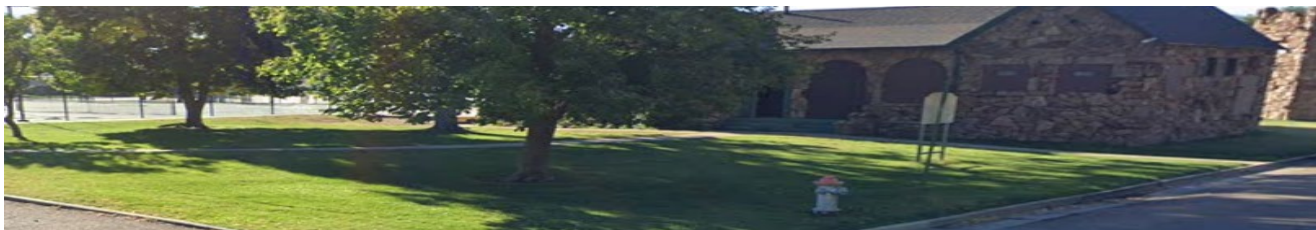
800 Goodnight Ave

Pueblo, CO 81005

719-553-2790

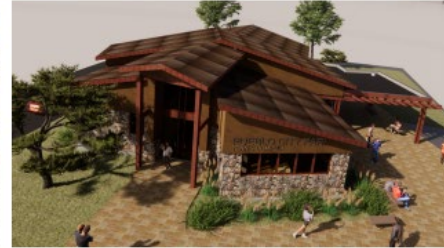


Pueblo City Park Tennis Court Restroom Facility



Presented by: HGF Architects, Inc. May 15 HPC, 2024

Design and Review of Option 3



3 Design Options - Option 3 (cont.)



① SITE PLAN
1" = 30'-0"

**HISTORIC PRESERVATION COMMISSION
CITY OF PUEBLO**

NOTICE OF PUBLIC HEARING

Take notice that at a regular meeting to be held at 1:30 P.M., on the 21st day of August 2024, at 1 City Hall Place, Pueblo, Colorado, the Historic Preservation Commission will hear the following application(s):

HPC 24-07

330 S. City Park Ave / City Park Bath House

For Designation of a Landmark as provided in the Historic Preservation Ordinance (Title IV, Chapter 14, of the Code of Ordinances, City of Pueblo) as the same affects the property situated in the City of Pueblo, County of Pueblo and State of Colorado, on file and known as **330 S. City Park Ave.**

A **Nomination for Designation of a Landmark** if it qualifies for significance in criteria of history (criterion 1A&C), architecture (criterion 2A&C)

A draft of the nomination will be on file in the Department of Planning and Community Development and will be available for viewing and printing, typically the Friday prior to the meeting.

Any person may appear before the Historic Preservation Commission at the time and place stated above to be heard on the proposed nomination for designation of a landmark. Individuals who require special arrangements to participate are encouraged to contact the Department of Planning & Community Development at least 72 hours in advance.

Questions may be directed to the attention of Wade Broadhead, Senior Planner, 719-553-2280.



Scott Hobson
Land Use Administrative Official
719-553-2259



Complaint

Since elected to office, Roger Gomez has shown himself to be unfit for the position of City Councilmember At-Large. Besides his questionable personal conduct, Councilmember Gomez has violated our municipal Code of Ethics¹ as well as our state Constitution². The main incident occurred on 06/13/2024 when Gomez initiated a motion approximately 11 times out of 32³ to vote for Chris Nicholl's appointment to a vacant Council seat in conjunction with more nominations from fellow Forging Pueblo associated council members. Gomez helped manage Nicholl's previous successful City Council run and Gomez received donations from Nicholl's immediate family members for his last campaign. They are also both closely associated with a local conservative organization called Forging Pueblo, which seeks to influence politics and education in a way that promotes a "Biblical Worldview". These activities are not only non-partisan but illegal according to the laws he swore to uphold

1: Municipal Code Of Ethics

Sect. 1-9-1

(2) Framework and Purpose of Code of Ethics.

a. Framework. This code of ethics should evoke a commitment to maintain high ethical standards. The following provisions form the framework of the essential principles of Pueblo public service conduct and ethics:

2. Objective Judgment. Employ independent, objective judgment in performing

duties, deciding all matters on the merits, free from avoidable conflicts of interest and both real and apparent improper influences.

2: State Constitution

18-8-404. First degree official misconduct.

(1) A public servant commits first degree official misconduct if, with intent to obtain a benefit for the public servant or another or maliciously to cause harm to another, he or she knowingly:

(a) Commits an act relating to his office but constituting an unauthorized exercise of his official function; or

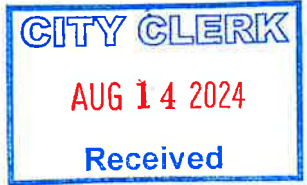
(b) Refrains from performing a duty imposed upon him by law; or

(c) Violates any statute or lawfully adopted rule or regulation relating to his office.

(2) First degree official misconduct is a class 1 misdemeanor.

<https://www.chieftain.com/story/news/2024/06/14/why-pueblo-city-council-was-unable-to-fill-its-vacancy-thursday-night/74089338007/>

<https://www.forgingpueblo.org/>



OFFICE OF THE CITY CLERK

Citizen Code of Ethics Complaint

I do hereby swear or affirm that the statements attached hereto are true and accurate to the best of my knowledge.

Jason Ford
Signature

Jason Ford
Printed Name

1231 Bohmen Ave
Address

719 415 7992
Phone Number

JFordOfficial89@gmail.com
Email